

TRI-VALLEY TRANSPORTATION COUNCIL

FUNDING AGREEMENT BETWEEN THE TRI-VALLEY TRANSPORTATION COUNCIL AND CONTRA COSTA COUNTY FOR THE ALLOCATION OF TVTDF FUNDS IN THE AMOUNT OF \$359,040.67 FOR THE NORRIS CANYON ROAD SLIDE REPAIR AND SAFETY IMPROVEMENTS PROJECT (PROJECT C-2)

This AGREEMENT is made and entered into as of January 27, 2025 by and between the Tri-Valley Transportation Council and Contra Costa County (COUNTY), collectively referred to herein as the "Parties."

RECITALS

- A. **WHEREAS**, COUNTY, as one of the members of the Tri-Valley Transportation Council ("TVTC"), is a signatory to the Joint Exercise of Powers Agreement pertaining to the Tri-Valley Transportation Development Fee ("TVTDF"); and
- B. **WHEREAS**, the Norris Canyon Road Slide Repair and Safety Improvements Project ("Project") is identified on List C of the TVTC Strategic Expenditure Plan ("SEP") and is programmed for funding in the SEP Funding Plan; and
- C. **WHEREAS**, COUNTY is the Project sponsor and requested a TVTDF funding allocation; and
- D. **WHEREAS**, pursuant to Resolution No. 2025-03, TVTC approved the allocation of \$359,040.67 of TVTDF funds to COUNTY for the Project; and
- E. **WHEREAS**, the Parties desire to enter into this Funding Agreement to outline the terms and obligations associated with the allocation of TVTDF funds;

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

SECTION I

TVTC AGREES:

- A. To allocate and transmit to County \$359,040.67 of TVTDF funds for the Project.

TRI-VALLEY TRANSPORTATION COUNCIL

COUNTY AGREES:

- A. To utilize the TVTDF funds solely for the Project, in accordance with the SEP.
- B. To keep and maintain accurate documentation consistent with Generally Accepted Accounting Principles (GAAP) related to the expenditure of the TVTDF funds allocated for the Project.
- C. To make any and all documentation related to the Project's use of TVTDF funds available to TVTC or its representatives upon request.
- D. To promptly notify TVTC of any unspent TVTDF funds after Project completion and promptly return said funds to TVTC.

SECTION II

IT IS MUTUALLY AGREED:

- A. Any notice given under this Funding Agreement shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail or commercial overnight courier, return receipt or confirmation of delivery requested, or by facsimile transmission with voice confirmation of receipt, the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to COUNTY:

Craig Standafer, Associate Civil Engineer
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553
Craig.Standafer@pw.cccounty.us

If to TVTC:

Allan Shields
Attention: TVTC Administrator
City of Danville
500 La Gonda Way
Danville, CA 94526
ashields@danville.ca.gov

SIGNATURES ON THE NEXT PAGE

TRI-VALLEY TRANSPORTATION COUNCIL

CONTRA COSTA COUNTY

A Municipal Corporation "COUNTY"

Warren Lai, Public Works Director

APPROVED AS TO FORM:

Thomas Geiger, County Counsel

ATTEST:

Jami Morritt, Chief Assistant Clerk of the Board

County Resolution No.

TRI-VALLEY TRANSPORTATION COUNCIL

Renee S. Morgan, Chair

APPROVED AS TO FORM:

Lindsay D'Andrea, TVTC Counsel

ATTEST:

Allan Shields, TVTC Administrator

Tri-Valley Transportation Council