

## Funding Agreement

**FUNDING AGREEMENT BETWEEN THE TRI-VALLEY TRANSPORTATION COUNCIL AND CITY OF LIVERMORE FOR THE ALLOCATION OF TVTDF FUNDS IN THE AMOUNT OF \$5,139,000 FOR THE I-580/VASCO ROAD INTERCHANGE MODIFICATION PROJECT****(PROJECT B.4)**

This AGREEMENT is made and entered into as of December 16, 2024 by and between the Tri-Valley Transportation Council and the City of Livermore (LIVERMORE), collectively referred to herein as the "Parties."

**RECITALS**

- A. **WHEREAS**, LIVERMORE, 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 I-580/Vasco Road Interchange Modification Project ("Project") is identified on List B of the TVTC Strategic Expenditure Plan ("SEP") and is programmed for funding in the SEP Funding Plan; and
- C. **WHEREAS**, LIVERMORE is the Project sponsor and requested a TVTDF funding allocation; and
- D. **WHEREAS**, pursuant to Resolution No. 2024-08, TVTC approved the allocation of \$5,139,000 of TVTDF funds to LIVERMORE for the Project for FY2024-2025; 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 LIVERMORE \$5,139,000 of TVTDF funds for the Project.

**LIVERMORE 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 LIVERMORE:

Mallika Ramachandran, Assistant City Engineer  
City of Livermore  
1052 S. Livermore Ave.  
Livermore, CA 94550

[\*\*mramachandran@LivermoreCA.gov\*\*](mailto:mramachandran@LivermoreCA.gov)

If to TVTC:

Diane J. Friedmann  
Attention: TVTC Administrator  
Town of Danville  
500 La Gonda Way  
Danville, CA 94526

[\*\*DFriedmann@danville.ca.gov\*\*](mailto:DFriedmann@danville.ca.gov)

*SIGNATURES ON THE NEXT PAGE*

**CITY OF LIVERMORE**  
A Municipal Corporation "LIVERMORE"

Signed by:  
*Marianna Marysheva*  
67FF33A39740458...  
Marianna Marysheva, City Manager

**APPROVED AS TO FORM:**

DocuSigned by:  
*Tara Mazzanti* DS  
JS  
B099F65715704E2...  
Tara Mazzanti, Assistant City Attorney

**ATTEST:**

DocuSigned by:  
*Deborah L. Elam*  
C27B9B262791420...  
Deborah L. Elam, City Clerk

RESO 2024-207

City Council Resolution No.

**TRI-VALLEY TRANSPORTATION  
COUNCIL**

Signed by:  
*Renee S. Morgan*  
D4F6D7A5A61A450...  
Renee S. Morgan, Chair

**APPROVED AS TO FORM:**

Signed by:  
*Lindsay D'Andrea*  
A338503D5F2D4C4...  
Lindsay D'Andrea, TVTC Counsel

**ATTEST:**

Signed by:  
*Diane J. Friedmann*  
6F3BC932730C4F7...  
Diane J. Friedmann, TVTC Administrator