

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF CONTRA COSTA
AND
COUNTY OF ALAMEDA
FOR
TRI-VALLEY TRANSPORTATION DEVELOPMENT FEE PROGRAM FUNDING
FOR THE
NORRIS CANYON ROAD SAFETY IMPROVEMENT PROJECT

This memorandum of understanding (“MOU”) is dated as of January 10, 2025 (the “Effective Date”), and is between the County of Contra Costa (“Contra Costa County”) and the County of Alameda (“Alameda County”).

RECITALS

- A. The Norris Canyon Road Safety Improvement Project (“Project”) is a project that will improve roadway safety by installing guardrails, constructing a retaining wall, widening the roadway shoulders, and implementing other safety countermeasures. The Project limits are Norris Canyon Road from Crow Canyon Road in Alameda County to the San Ramon City limits.
- B. In 1991, Contra Costa County and Alameda County, along with Dublin, Pleasanton, Livermore, Danville, and San Ramon, signed a Joint Powers Agreement that established the Tri-Valley Transportation Council (TVTC), for the purpose of preparing the Tri-Valley Transportation Plan/Action Plan (“TVTC Action Plan”).
- C. TVTC adopted the TVTC Action Plan in 1995. The TVTC Action Plan recommended the development of a Tri-Valley Transportation Development Fee (TVTDF) to allocate a fair share of the costs of needed regional infrastructure to new development. TVTC and the member agencies created and adopted the TVTDF program in 1998.
- D. To guide the expenditure of revenue collected in the TVTDF program, including identifying priorities, funding allocations for eligible projects, and project sponsors, TVTC adopted a Strategic Expenditure Plan (SEP) in 1999. The SEP was updated in 2004, 2011, 2017, and 2022.
- E. The 2022 SEP Update identifies the Project (Project C-2) and allocates \$538,561 in Fiscal Year 2022/2023 to Alameda County and Contra Costa County, the two project sponsors.

AGREEMENT

1. Distribution of Funds. Contra Costa County shall request an amount not to exceed \$359,040.67 in TVTDF funds from TVTC for use by Contra Costa County toward Segments 1 and 2 of the Project. Alameda County shall request an amount not to exceed \$179,520.33 in TVTDF funds from TVTC for use by Alameda County towards Segment 3 of the Project. Each segment is defined in Appendix A of the 2022 SEP Update, as amended January 29, 2024.
2. Use of Funds. Contra Costa County and Alameda County shall use the funds solely for the Project, as specified in the 2022 SEP Update, as amended January 29, 2024.
3. Term and Termination. This MOU is effective on the Effective Date and remains in effect until both parties have received their share of the allocation, or 10 years after the Effective Date, whichever comes first. Either party may terminate this MOU at any time with prior written notice.
4. Modification. This MOU may be modified only with the written approval of both parties.
5. Hold Harmless. Alameda County shall fully defend, hold harmless, and indemnify Contra Costa County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU and arising out of the design, implementation, or construction of the Project, except for liability arising out of the sole negligence or willful misconduct of Contra Costa County, its officers, agents or employees. Contra Costa County shall fully defend, hold harmless, and indemnify Alameda County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU and arising out of the design, implementation, or construction of the Project, except for liability arising out of the sole negligence or willful misconduct of Alameda County, its officers, agents or employees. This section shall survive the termination of this MOU.
6. Notices: All correspondence regarding this MOU, including demands and notices, is to be directed to the following persons at the following addresses and telephone numbers:

Contra Costa County: Contra Costa County Public Works Department
Attn: Craig Standafer
255 Glacier Drive, Martinez, CA 94553
925-313-2018

Alameda County: Alameda County Public Works Agency
Attn: Maritoni Maravilla
399 Elmhurst Street
Hayward, CA 94544
(510) 670-6550

7. Counterparts. The parties recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.
8. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and no third party will have any right or interest in any provision of this MOU or as a result of any action or inaction of any party in connection with this MOU.
9. Independent Contractor. Contra Costa County, and any party contracting with it, renders its activities pursuant to this MOU as an independent contractor. None of Contra Costa County's agents, subcontractors or employees shall be construed as agents or employees of Alameda County. The legal relationship of any person performing services for Contra Costa County will solely be between that person and Contra Costa County. Alameda County, and any party contracting with it, renders its activities pursuant to this MOU as an independent contractor. None of Alameda County's agents, subcontractors or employees shall be construed as agents or employees of Contra Costa County. The legal relationship of any person performing services for Alameda County will solely be between that person and Alameda County.
10. Integration. This MOU represents the entire agreement of the parties with respect to the subject matter described in this MOU, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein.
11. Remedy. The sole remedy for violation of this MOU is specific performance of this MOU. Both parties waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. Both parties shall have no liability for damages to one another or to any other person or entity resulting from any violation of this MOU.
12. Severability. Should any part of this MOU be declared unlawful, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this MOU, which shall continue in full force and effect; provided that, the remainder of this MOU can, absent the invalid portion(s), reasonably be interpreted to give effect to the intentions of the parties.
13. General Compliance with Laws. The performance of this MOU and the distribution of TVDF funds from TVTC for use by Contra Costa County toward the Project will be in accordance with applicable provisions of local and state law.
14. Governing Law. This MOU shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California.
15. Authorization. Both parties, or the representative(s) signing this MOU on behalf of Contra Costa and Alameda County, represents and warrants that they have full power and authority to enter into this MOU and to perform the obligations set forth herein.
16. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

The parties are signing this MOU as of the Effective Date.

CONTRA COSTA COUNTY

ALAMEDA COUNTY

By: _____
Warren Lai
Public Works Director

By: _____
Daniel Woldesenbet, Ph.D., P.E.
Public Works Director

Approved as to Legal Form:
Donna R. Ziegler, County Counsel

Martin de los Angeles
Deputy County Counsel