

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CONTRA COSTA COUNTY AND CITY OF DUBLIN  
FOR THE CAMINO TASSAJARA / TASSAJARA ROAD REALIGNMENT PROJECT  
(INITIAL PRELIMINARY DESIGN PHASE)**

This MEMORANDUM OF UNDERSTANDING, dated as of the \_\_\_ day of \_\_\_\_\_, 2014 (this "MOU"), is entered into by Contra Costa County, a political subdivision of the State of California ("COUNTY") and the City of Dublin, California ("CITY").

RECITALS

1. The Camino Tassajara / Tassajara Road Realignment Project is a project to realign and widen Camino Tassajara within unincorporated Contra Costa County, and Tassajara Road within the City of Dublin at the Contra Costa County/Alameda County Line, between Windemere Parkway and Fallon Road, shown in FIGURE 1 attached hereto and incorporated herein by reference (the "PROJECT").
2. COUNTY and CITY general plans both reflect ultimate six lane configurations along their respective roadways, Camino Tassajara and Tassajara Road (together, the "ROADWAY"), within the PROJECT limits.
3. COUNTY and CITY entered into a Joint Exercise of Powers Agreement, dated June 1, 2000 (the "DUBLIN-CONTRA COSTA FEE JEPAs") pertaining to the payment of traffic mitigation fees in connection with housing developments in COUNTY and CITY. The DUBLIN-CONTRA COSTA FEE JEPAs provides that the traffic mitigation fees collected by COUNTY and paid to CITY shall be used to fund road improvement projects, including funding for improving the ROADWAY.
4. On or about August 6, 1996, COUNTY, the City of San Ramon, and the Town of Danville entered into a Joint Exercise of Powers Agreement (the "SOUTHERN CONTRA COSTA FEE JEPAs") pertaining to traffic mitigation for housing developments in the southern portion of Contra Costa County, including the PROJECT. The SOUTHERN CONTRA COSTA FEE JEPAs sets aside funding for road improvement projects, including the PROJECT.
5. CITY adopted Ordinance No. 21-04 on August 3, 2004, establishing the ultimate right-of-way lines for Tassajara Road and Fallon Road in the CITY.
6. COUNTY has reviewed the alignment of Camino Tassajara and recommends improvements to realign the ROADWAY at the COUNTY Line.
7. COUNTY and CITY have been coordinating regarding the realignment of the ROADWAY, and agree that the ROADWAY will generally follow the horizontal alignment depicted in Vesting Tentative Tract Map 8102 for the Moller Ranch Project, approved by CITY on December 18, 2012, and attached to CITY Planning Commission Resolution No. 12-45, adopted on November 27, 2012.
8. The parties intend to define herein the understanding by which COUNTY and CITY are to implement the initial preliminary design phase of the PROJECT.

## UNDERSTANDING

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, CITY and COUNTY agree as follows:

1. PURPOSE. The purpose of this MOU is to set forth the parties' goals and expectations with respect to implementing the initial preliminary design phase of the PROJECT. This MOU shall only be construed to create the specific rights and obligation set forth herein, and is not intended, and shall not be construed, to create any rights or obligations beyond those that do not otherwise exist under the law.
2. TRAFFIC STUDY. CITY will conduct a traffic study for the PROJECT to determine the ultimate capacity of the ROADWAY within the COUNTY and the CITY. The scope and fee for the traffic study will be approved by COUNTY prior to CITY's commencement of the study. The study will be conducted to the satisfaction of COUNTY, in accordance with COUNTY standards and requirements within the jurisdictional boundaries of COUNTY.
3. INITIAL PRELIMINARY DESIGN. CITY will complete the initial preliminary design for the PROJECT within the COUNTY and the CITY. The initial preliminary design of the PROJECT will determine the preferred horizontal and vertical ROADWAY alignment, generate a right-of-way base map, and develop a planning level cost estimate. All engineering and design work shall be performed to the satisfaction of COUNTY, in accordance with COUNTY standards and requirements within the jurisdictional boundaries of COUNTY.
4. INVOICING AND PAYMENT. CITY will invoice COUNTY for reimbursement of CITY's costs incurred in performing the traffic study and initial preliminary design phase tasks under this MOU no less than quarterly.
  - (a) COUNTY will reimburse CITY thirty-six percent (36%) of the cost of the PROJECT traffic study no later than 30 days after receipt of an invoice from CITY.
  - (b) COUNTY will reimburse CITY fifty-four percent (54%) of the cost of the initial preliminary design of the PROJECT no later than 30 days after receipt of an invoice from CITY.
5. FUTURE PROJECT PHASES. CITY and COUNTY agree to seek funding for future PROJECT phases, including, but not limited to preliminary engineering, right-of-way, and construction phases. At the time CITY and COUNTY intend to proceed with future PROJECT phases, CITY and COUNTY shall enter into an agreement for future PROJECT phases.
6. HOLD HARMLESS.
  - (a) Nothing in this MOU is intended to affect the legal liability of any party by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.
  - (b) CITY shall defend, hold harmless, and indemnify COUNTY, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of CITY's performance of this MOU, except for liability arising out

of the sole negligence or willful misconduct of COUNTY, or its officers, agents or employees.

(c) COUNTY shall defend, hold harmless, and indemnify CITY, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of COUNTY's performance of this MOU, except for liability arising out of the sole negligence or willful misconduct of CITY, or its officers, agents or employees.

(d) CITY will ensure that each contract it enters into with a consultant or contractor for work on the PROJECT requires the contractor or consultant to defend, hold harmless, and indemnify COUNTY, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of the contractor's or consultant's work on the PROJECT, except for liability arising out of the sole negligence or willful misconduct of COUNTY, or its officers, agents or employees.

7. TERM OF MOU. This MOU will expire upon the completion of the tasks set forth in Sections 2, 3 and 4 of the UNDERSTANDING section of this MOU.
8. MOU MODIFICATION. This MOU shall be subject to modification only with the written consent of the legislative bodies of each party hereto. No party shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which this MOU is made.
9. ACCOUNTABILITY. The parties shall provide strict accountability of any and all funds and shall report to each other all receipts and disbursements.
10. USE OF FUNDS. Funds contributed for the PROJECT shall be used solely for the PROJECT.
11. MOU CONSTRUCTION. The section headings and captions of this MOU are, and the arrangement of this instrument is, for the sole convenience of the parties to this MOU. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this MOU.
12. 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.
13. COUNTERPARTS. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this MOU will not become effective until counterparts have been executed by both parties. Faxed signatures on this MOU or any notice, consent, or amendment required under this MOU are binding.
14. NOTICES. All correspondence regarding this MOU, including invoices, payments, and notices shall be directed to the following persons at the following addresses and facsimile numbers, which may be changed by written notice from one party to the other:

COUNTY:  
Julia Bueren, Public Works Director

CITY:  
Gary Huisigh, Public Works Director

255 Glacier Drive  
Martinez, CA 94553-4825  
Fax: (925) 313-2333

100 Civic Plaza  
Dublin, CA 94568  
Fax: (925) 833-6628

15. GOVERNING LAW; VENUE. This MOU will be governed and construed in accordance with California law. The venue of any litigation arising out of this MOU will be Contra Costa County.

IN WITNESS WHEREOF, the parties have each executed this MOU as of the date first set forth above.

CONTRA COSTA COUNTY:

CITY OF DUBLIN:

By: \_\_\_\_\_  
Julia R. Bueren, Public Works Director

By: \_\_\_\_\_  
Christopher L. Foss, City Manager

APPROVED AS TO FORM:  
Sharon L. Anderson  
County Counsel

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
City Attorney

**FIGURE 1  
CAMINO TASSAJARA/TASSAJARA ROAD REALIGNMENT PROJECT**

