

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("MOA"), dated as of this ____ day of ____, 2025 ("Effective Date"), is entered into by and between the City of Piedmont, a municipal corporation ("Piedmont") and the City of Oakland, a municipal corporation ("Oakland"), (collectively "Cities") with reference to the following facts and circumstances:

RECITALS

- A. The property located at 30 Blair Place (the "Property") consists of one lot, comprised of two tax parcels (APN Nos. 051-4710-13 and 051-4710-14), that straddles the Piedmont/Oakland border. The Property is depicted in Exhibit A (Legal Description and Assessor Parcel Map) attached hereto and incorporated herein. The Property is generally bounded by Blair Place on the North, a single-family home at 10 Calvert Court (Piedmont) on the South, a single-family home at 20 Blair Place (Piedmont) on the West, a single-family home at 6150 Harbord Drive (Oakland) predominately on the East, and by 6170 Harbord Drive (Oakland) on the remaining Northern East corner. The Property consists of 8,415 square feet (determined by survey), approximately 4,665 square feet or 55% of which is located in Piedmont, and approximately 3,788 square feet or 45% of which is located in Oakland. An existing single-family residence is built on both portions of the lot, across the cities' shared border, and fronts Blair Place. The lot slopes down from Blair Place to a single-family residence at 10 Calvert Court.
- B. When considering properties intersected by the border between the Cities of Piedmont and Oakland, by long-standing arrangement between the cities, certain properties are considered Piedmont properties for the purposes of providing 911 and other municipal services, and certain properties are considered Oakland properties for the purposes of providing 911 and other municipal services. The Property is considered a Piedmont property eligible for Piedmont 911 services, municipal waste removal services, access to the Piedmont Unified School District schools, and other municipal services. The residences which have vehicular and pedestrian access to Blair Place, are also considered Piedmont properties for those same services.
- C. Jack Backus Architects ("Applicant") representing the owners desires to remodel the existing residential structure and construct a 551 square-foot addition to the home, including 473 square-feet on the lower level under the deck and 78 square-feet along the side (collectively, "Project").
- D. Currently, the existing single-family home is partially within the City of Piedmont and partially within the City of Oakland. The proposed Project would be partially located within the City of Piedmont (333 square-feet) and partially within the City of Oakland (220 square-feet).
- E. A search of records at the City of Piedmont reveals that during the past 65 years several building permits were issued by the City of Piedmont for the property at 30 Blair Place, including a 1953 permit to construct a one-story, six room residence with garage, a permit for a 1970 remodel, a permit for a 1978 roof replacement, a 1979 permit for repairs, a 1984 permit for a new furnace, a 1984 permit for deck repairs, a 1992 permit for termite repairs, a 1995 permit for stair repairs, a 2000 permit for a new roof, a 2003 permit for underground utility repairs, a 2016 permit for sewer repairs, and a 2017 permit for sidewalk repairs.

- F. Both the City of Piedmont and the City of Oakland desire to see this site's use compatible with the surrounding properties and consistent with the cities' land use regulations and plans.
- G. In order to efficiently consider the Project, the Cities desire to enter into this MOA to memorialize the designation of Piedmont as the lead agency for the purposes of both land use approvals and building inspection of the Project, including but not limited to issuance of building and occupancy permits, and the provision of 911 and other municipal services to the Project, consistent with the terms and conditions contained in this MOA.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

I. Lead Agency under CEQA

The City of Piedmont shall serve as Lead Agency for purposes of review under the California Environmental Quality Act (CEQA).

II. Planning Approval Process

The City of Piedmont will be the approval authority for all land use approvals regarding the Property, including but not limited to zoning approvals, variances, and issuance of conditional use permits or the like, to the extent any such approvals may be necessary. The City of Piedmont shall apply its land use regulations, except as may be otherwise stated in this MOA.

- A. Applications. Applicant will submit a planning application for this Project to the City of Piedmont. A notice regarding the project will be sent to the City of Oakland at the same time as the notices are sent to neighbors as required by the City of Piedmont Planning Code. Any staff reports will be sent to the City of Oakland prior to a Planning Commission hearing at the same time the report is made available to the public.
- B. Noticing. In undertaking noticing for actions by the City of Piedmont, all property owners within a 100-foot radius of the Property will be notified to ensure that neighbors from both jurisdictions are notified of the project.
- C. Conditions of Approval. The City of Piedmont will provide the City of Oakland a copy of the Conditions of Approval for the Project if and when the Project is approved.

D. Ongoing Jurisdiction. Both the City of Piedmont and the City of Oakland understand that, by virtue of the proposed location of this Project, a portion of the Project, if approved, will be constructed within the City of Piedmont. and a portion of the Project will be constructed within the City of Oakland. As a consequence, except as otherwise provided in this MOA, the Property is subject to the laws of both cities.

- The City of Oakland acknowledges the continuing jurisdiction of the City of Piedmont and its Municipal Code within those portions of the Property located within the City of Piedmont, and will not undertake any action or approval that will result in any intentional violation of any of those laws. The City of Piedmont acknowledges the continuing jurisdiction of the City of Oakland, its Charter, and Municipal Code within those portions of the Property located within the City of Oakland and will not undertake any action or approval that will result in any intentional violation of those laws, except as may regard planning or building approvals for buildings on the Property. The City of Piedmont shall have jurisdiction over planning and building approvals for the Property.
- The City of Oakland and the City of Piedmont both reserve the right to take such actions as necessary to enforce the laws, conditions, or requirements within each city. Both cities agree to cooperate with the other city in any action undertaken to enforce any condition or requirement imposed on the Project.

III. Building and Permit Issues

A. Building Permit and Plan Check. The City of Piedmont will be responsible for building permit issuance, plan check, issuance of certificates of occupancy, building inspections, and similar activities for the entire Project consistent with the appropriate procedures, fees, and standards of the City of Piedmont. Except as set forth elsewhere in this MOA, inspections of the Project will be conducted by the City of Piedmont. Prior to the issuance of a building permit, the City of Piedmont Fire Department shall review and approve the fire and life safety systems including, but not limited to, fire hydrants, fire sprinkler systems, fire alarm systems, fire department access, and water distribution systems. In addition, prior to the issuance of a building permit, the City of Piedmont Planning & Building Department shall review the building permit plans to ensure compliance with the approved Conditions of Approval, if any. The City of Piedmont retains the authority to issue future building permits for buildings on the Property located either partially or wholly within its Jurisdiction.

B. Building Address. The residence will retain the address of 30 Blair Place, Piedmont,.

IV. Emergency Services

The City of Piedmont Fire Department shall be responsible for the provision of emergency and public safety services to the Project, including those portions located in the City of Oakland. Each City shall provide reciprocal response assistance as needed.

IV. Fees

- A. Public Improvement Fees. The Applicant shall be responsible for paying any public Improvement fees required for the Project in the City of Piedmont including sewer connection fees and sewer user fees as applicable. The Applicant shall be continue to be responsible for paying sewer connection fees to the City of Piedmont. The sewer user fees are collected by East Bay Municipal Utility District as a part of monthly water bills.
- B. Other Fees. The Applicant shall be responsible for paying any fees required by the City of Piedmont for staff review of encroachment permits, building permit plans, public improvement plans, and subdivision maps for consistency with Project approvals and city design standards.
- C. Not Comprehensive. The listing of specified fees in this Section V is not intended to serve as a comprehensive list of applicable fees from either jurisdiction.

V. Indemnification

- A. No Liability To Third Parties. Nothing in this MOA shall be deemed to create rights or obligations in the Applicant or third parties not signatories to this MOA.
- B. Indemnification.
 - City of Oakland. The City of Oakland shall defend, indemnify and hold harmless The City of Piedmont from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damage arising out of the performance of this MOA or arising from or connected to the approval process or relating to the Project, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or the result of the negligent or Intentional acts or omissions of the City of Oakland, its officers, agents or employees.
 - City of Piedmont. The City of Piedmont shall defend, indemnify and hold harmless the City of Oakland from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damage arising out of the performance of this MOA or arising from or connected to the approval process or relating to the Project, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or the result of the negligent or intentional acts or omissions of the City of Piedmont, its officers, agents or employees.

VI. Miscellaneous Provisions.

- A. Notices. For any action related to this MOA, each City shall be sent notices at the following addresses:

To Piedmont:

City of Piedmont
120 Vista Avenue
Piedmont, CA 94611
Attention: Kevin Jackson, Planning & Building Director
Phone: (510) 420-3050 FAX: (510) 658-3167
Email: kjackson@piedmont.ca.gov

With a copy to:

City of Piedmont
Attention: City Attorney
120 Vista Avenue
Piedmont, CA 94611
Phone: (510) 273-8780 FAX: (510) 839-9104

To Oakland:

City of Oakland
Dept. of Planning and Building
250 Frank H. Ogawa Plaza, Suite 2114
Oakland, CA 94612
Attention: Heather Klein
Phone: (510) 238-3659
FAX: (510) 238-6538
Email: hklein@oaklandca.gov

With a copy to:

Office of the City Attorney
1 Frank H. Ogawa Plaza, Sixth Floor
Oakland, CA 94612
Attention: Tarisha K. Bal
Phone: (510) 238-7682 FAX: (510) 238-6500
Email: tbal@oaklandcityattorney.org

- B. Headings. The headings in this MOA are for reference and convenience of the parties and do not represent substantive provisions of this MOA.
- C. Governing Law. This MOA shall be governed by the laws of the State of California.
- D. Modifications. Any modification of or amendment to this MOA will be effective only if it is in writing and signed by all parties.
- E. Counterparts. This MOA may be executed in any number of counterparts (including by fax, PDF, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- F. Project Permit File. This MOA shall be kept and maintained at all times in the Property's Planning Permit file with the City of Piedmont Planning & Building Department. The City of Oakland shall be provided a copy of this MOA upon request.

[Signatures on Following Page]

DRAFT

IN WITNESS WHEREOF, the City of Piedmont and the City of Oakland have each caused this MOA to be duly executed on its behalf as of the Effective Date.

City of Piedmont

By: _____

Name: _____

Title: _____

Approved as to form and legality

By: _____

Name: _____

Title: _____

City of Oakland

Authorized by Resolution No. _____

Adopted _____

By: _____

Name: _____

Title: _____

Approved as to form and legality

By: _____

Name: _____

Title: _____