FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS, INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THREE (3) LOCATIONS, AND FOR THE SHARING OF CERTAIN COSTS THEREOF

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12379

WITNESSETH

RECITALS.

WHEREAS, on September 26, 1977, City and County entered into an agreement entitled, "Agreement Between the City of San Jose and the County of Santa Clara for installation of Traffic Control Signals, Intersection Improvements and Traffic Signal Modifications at Three (3) Locations, and for the Sharing of Certain Costs Thereof," hereinafter referred to as "original agreement"

WHEREAS, City and County desire to amend said original agreement by extending the termination date for award of the contract.

NOW, THEREFORE, for and in consideration of their mutual promises hereinafter set forth and subject to the terms, provisions and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

1. Paragraph 16, page 6, of said original agreement shall be amended to read as follows:

16. Termination. In the event that a contract for the construction of a particular project is not awarded prior to January 30, 1980, the terms of this contract shall be void with respect to said project, and any sums paid by County to City, pursuant to paragraph 5 herein, with respect to said project shall be forthwith refunded, except that preliminary engineering costs for said project, if any, shall be deducted from such sum to be refunded to County according to the respective sharing of costs as provided in Paragraph 4.

NOTICE 2576
Please return this document to the Board
of Supervisors, Santa Clara County, Rm.
524, 70 W. Hedding St., San Jose, Calif.
95110. We shall provide County departments involved with conformed copies.
Thank you. Clerk, Board of Supervisors

2. Save and accept as hereinabove provided, all of the remaining covenants, terms and provisions hereinabove mentioned of said original agreement shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

APPROVED AS TO FORM:

Division Chief Attorney

ATTEST: Francis L. Greiner

COUNTY OF SANTA CLARA, a political subdivision of the State of California

Supervisors

CITY OF SAN JOSE, a municipal

corporation

APPROVED AS TO FORM:

DONALD M RAINS, Clerk Board of Supervisors

"County"



CITY OF SAN JOSE, CALIFORNIA

801 NORTH FIRST STREET SAN JOSE, CA 95110 (408) 277-4424

_

February 13, 1979

County of Santa Clara 70 West Hedding Street San Jose, California, 95110 FEB IN 8 53 MH 179
COUNTY OF

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS, INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THREE (3) LOCATIONS, & FOR THE SHARING OF CERTAIN COSTS THEREOF

Attached for your files is/are <u>one (1)</u> executed copy/copies of the above-mentioned Agreement which was approved by the Council of the City of San Jose on <u>January 23, 1979</u>.

Approval by Resolution was not required.

SAMMIE PERKINS Deputy City Clerk

Enclosures



January 30, 1979

Mr. Charles Allen City of San Jose 801 N. First St. San Jose, CA 95110

Subject: Agreement (First Amendment) with City of San Jose for installation of traffic control signals (San Tomas/Payne, Stelling/Rainbow and Curtner/Monterey to Stone) - Item 4, 1/29/79

Dear Sir:

Enclosed are 2 original and 3 stamped copies of the above subject agreement. Please have 1 roriginal signed by the City Clerk and the Mayor and return it to this office. The second original agreement and 3 stamped copies are for you files.

This amendment was approved by the Board of Supervisors at its meeting of January 29, 1979.

Very truly yours,

Deputy Clerk

DMR:ea

Encls



No	·····
Јов No	***************************************
Change Order	No

Item M-4, 1/29/79

BOARD OF SUPERVISORS SANTA CLARA COUNTY

Date	January	30,	1979
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

The 1011	owing contract	was; awarded; or change; or	ger was approved by the
Board of Su	pervisors at a	meeting held:	
************************************	• • • • • • • • • • • • • • • • • • • •	January 29	19 79
Project to be	charged t	raffic control signal	
For the amo	unt of \$N	one	
Contractor	City	of San Jose	
Completion 1	Date		
Budget Iten	L	1800 S 18 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	(for Controller's use)

Donald M. Rans/ea Clerk of the Board

WHITE ---- CONTROLLER CANARY -- FILE PINK ----GOLD.ROD



Transportation Agancy 1555 Berger Drive San Jose, California 95112

California



TRANSMITTAL MEMORANDUM

Page of 2

DATE:	_January	10.	1979
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S.D.

FROM: LOU MONTINI, TRANSPORTATION DEVELOPMENT

FIRST AMENDMENT TO COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS, INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THREE (3) LOCATIONS (SAN TOMAS/PAYNE, STELLING/ DESCRIPTION: RAINBOW AND CURTNER/MONTEREY TO STONE)

Recommended Action

Board of Supervisors' approval of the First Amendment to the Cost Sharing Agreement between the City of San Jose and the County of Santa Clara for the installation of traffic control signals, intersection improvements and traffic signal modifications at three (3) locations (San Tomas/Payne, Stelling/Rainbow and Curtner/Monterey to Stone).

This amendment only extends the agreement termination date one year to January 30, 1980. There are no additional costs associated with this amendment.

Reason for Recommended Action

The original agreement provided for the City of San Jose and the County of Santa Clara sharing the costs of traffic signals at three locations (San Tomas/Payne, Stelling/Rainbow and Curther/Monterey to Stone) with provisions for terminating the agreement in the event that the contract for the construction of a particular project was not awarded prior to January 30, 1979. The City has not as yet awarded a contract for the project at Stelling/Rainbow and is therefore desirous of extending the agreement termination date one year to January 30, 1980.

Background

The original agreement was approved by the County Board of Supervisors on September 26, 1977 (agenda item M-12). The three projects covered by this agreement are included in the current FAU Program, and sufficient funds have been included in the current Road Fund Budget to provide for the County's share of the project(s) costs.

APPROVED: DIRECTOR	COUNTY EXECUTIVE	
AGENDA DATA: DATE:	BOARD ACTION:	
ITEM NO:		
755 REV 4/76		JAN 2 9 1979

TRANSMITTAL MEMORANDUM

Page 2 of 2

DATE: January 10, 1979

DATE OF AGENDA: January 29, 1979

TITLE: FIRST AMENDMENT TO COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS, INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THREE (3) LOCATIONS (SAN TOMAS/PAYNE, STELLING/RAINBOW AND CURTNER/MONTEREY TO STONE)

Consequences of Negative Action

Federal funds amounting to 83% of the project cost would not be made available, and the project would have to be aborted or funded 100% by the City and County in proportion to each one's jurisdictional share.

Steps following Approval

Approval of subject amendment by the City.

City award and administer project construction contracts.

City furnish project(s) final accounting to County and adjust costs accordingly.

LM: RJM: vlt

attachments

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS, INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THREE (3) LOCATIONS, AND FOR THE SHARING OF CERTAIN COSTS THEREOF

THIS AGREEMENT, made and entered into this _______ day of _______, 1978, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter "City"), and the COUNTY OF SANTA CLARA, a political subdivision of the State of California (hereinafter "County").

WINTNESSETH:

WHEREAS, it is in the public interest that certain traffic control signals, intersection improvements and traffic signal modifications be constructed at the following locations:

- 1. San Tomas Aquino Road and Payne Avenue, which is 25% in the County and 75% in the City, (hereinafter referred to as "Project A");
- 2. Stelling Avenue and Rainbow Avenue, which is 50% in the County and 50% in the City (hereinafter referred to as "Project B");
- 3. Curtner Avenue: Monterey Road to Stone Avenue, which is 23% in the County and 77% in the City (hereinafter referred to as "Project C");

WHEREAS, it is in the best interest of orderly and economic construction practices to complete said projects under an agreement between County and City, providing for a construction contract or contracts for said projects awarded and administered by City.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants and agreements; and subject to the terms, conditions and provisions hereinafter set forth, the parties hereto do hereby agree as follows:

1. Scope of Projects and Definitions. The proposed projects consist of the necessary channelization and installation/modification of traffic signals at the said intersections and the acquisition of rights-of-way for Project B.

NOTICE 2576

Please return this document to the Board of Supervisors, Santa Clara County, 25, 70 W. Hedding St., San Jose, Calif. 95110. We shall provide County departments involved with conformed copies, Thank you. Clerk, Board of Supervisors

STAND OF SUPERVISORE

JAN 27 | 31 PM 18

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TO ATNAS

For the purpose of this agreement, the term "total project cost" shall mean the total of all costs incurred and expenditures made by the City and the County for right-of-way appraisal and right-of-way acquisition, preliminary engineering, preparation of environmental statements or negative declarations, community meetings and public hearings as requested, the preparation of plans and specifications, construction of said project, and construction engineering.

For the purpose of this agreement, the term "construction cost" shall mean the total of all costs incurred and expenditures made by the City and the County for preliminary engineering, the preparation of plans and specifications, construction of said project and construction engineering.

- 2. <u>Public Hearings and Environmental Statements</u>. City shall conduct all public hearings and shall prepare all environmental statements that may be required for the said projects by existing legislation.
- 3. Plans, Specifications and Estimates. City shall prepare or cause to be prepared, separate plans, specifications and estimates for each of said projects and shall submit said plans, specifications and estimates to the County for County's approval.
- 4. <u>Sharing of Costs</u>. County agrees to pay for a portion of the construction costs of each said project, as follows:

Project A - 25% Project B - 50% Project C - 23%

It is contemplated that Federal Aid Urban (FAU) funds will become available for the construction of the projects, and it is understood and agreed that County FAU funds received by City, as the administering agency for construction of said projects, will be reimbursed to County.

5. <u>Prepayment</u>. Upon approval of plans and specifications by County of a particular project, County shall pay to City 50% of its estimated share of the construction costs. Estimated share of each project is as follows:

Project A - \$15,000.00 Project B - \$40,000.00 Project C - \$14,000.00

Acquisition of Property and Acquisition Costs. City agrees to acquire and to bear all the acquisision costs thereof of all the real property required for all projects located within the jurisdiction of the City of San Jose, and County agrees to acquire, as an agent of City, and to bear all the acquisition costs thereof of all the real property required for Project B located within the jurisdiction of County. For the purpose of this agreement the term "acquisition costs" will mean the costs incurred and expenditures made by the City and County for the purchase of property or interests therein, appraisal fees, title and escrow fees, attorneys fees or charges, court costs and charges for staff time as payment of such fees and charges related to the acquisition either by agreement or condemnation of real property required for the project. Both City and County shall maintain time and any other records necessary for accounting for the acquisition costs of the real property acquired by them for the project.

City has contracted for the services of an independent fee appraiser to appraise all parcels within the project. The fee for such appraisal applicable to those properties within the unincorporated territory of County shall be reimbursed to the City. This sum shall be paid to City at the time of the prepayment for construction costs provided for in Paragraph 5 herein.

Award of Contract. After County has approved the separate plans and specifications for a particular project, City shall, subject to the provisions of Pararagraphs 6, 8, 15, 17 and 18, hereof, advertise for bids for construction of said particular project, award a separate contract therefor, and supervise the construction thereof to completion. It is understood that each of the projects mentioned herein may be included within construction contracts embracing additional work to which County may not be contributing.

8. <u>Maximum County Participation</u>. County's share of construction costs shall not exceed the amounts shown for said projects as follows:

Project A - \$20,000.00 Project B - \$50,000.00 Project C - \$20,000.00

In the instance the County's share of construction costs should exceed the said amounts, the City shall notify the County and request County Board of Supervisors' authorization for additional County participation for each particular project.

- engaged to perform any of said projects to take out and maintain in full force and effect during the construction of any project for which he is so engaged and until the acceptance of said project by City, a policy of public liability and property damage insurance insuring City, its officers and employees, and County, its officers and employees, from and against any loss, cost or expense arising out of or in any way connected with the construction of said project. The terms, provisions and conditions of such policy shall be those which City normally requires in connection with the type of construction contemplated for said project; provided, however, that City agrees to require such contractor to name County, its officers and employees, as co-insured on such policy.
- 10. Final Accounting. Upon completion of a particular project,
 City shall pay the final construction costs of said project
 and shall prepare and furnish to County a final accounting of
 the total costs of said project. Said accounting shall show
 the final construction costs of said project in its entirety.
- 11. Adjustment of Costs. It is mutually understood and agreed that upon completion of the project and final allocation of costs as provided for herein, and upon receipt thereof by City of FAU funds for the project, the City shall, within 30 days from its receipt of FAU funds reimburse County as follows:

County share of FAU funds allocable to construction costs plus initial deposit County share of total construction project Reimbursement to County after final accounting County share of FAU funds allocable to acquisition costs (including miscellaneous fees and charges paid by Reimbursement to County after final County) accounting Maintenance. Upon completion of a particular project, said 12. project shall be operated and maintained by the City. operation and maintenance costs for said project shall be apportioned between City and County according to the percentage within each jurisdiction, pursuant to existing operation and maintenance agreement. In the event any portion of the area within the 13. Annexation. limits of a particular project is annexed to San Jose before date of advertising of said project by City, County's share of the "construction costs" shall be decreased in proportion to the extent of said project lying within the territory annexed. Administering Agent. In the exercise of this agreement, City shall be the administering agency and, as such, shall possess all powers common to both City and County which may be necessary to effectuate the purpose of this agreement, subject only to the manner of exercise of such power provided herein and the restrictions imposed by law upon City in the exercise of such powers. It is mutually understood and agreed: 15. Hold Harmless. That neither County, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, -5City shall fully indemnify and hold County harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by City under this agreement under or in connection with any work, authority or jurisdiction delegated to City under this agreement.

- (b) That neither City, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold City harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jursidiction delegated to County under this agreement.
- 16. Termination. In the event that a contract for the construction of a particular project is not awarded prior to January 30, 1979, the terms of this contract shall be void with respect to said project, and any sums paid by County to City, pursuant to Paragraph 5 herein, with respect to said project shall be forthwith refunded, except that preliminary engineering costs for said project, if any, shall be deducted from such sum to be refunded to County according to the respective sharing of costs as provided in Paragraph 4.
- 17. <u>Deletion of Projects</u>. If a particular project does not obtain FAU funds for construction costs, said project may be deleted from this agreement at the option of either City or County, and in such instance, City and County shall share the actual accrued costs up to the date of deletion of said project according to the respective sharing of costs as provided in Paragraph 4.

Records and Accounts. County and City shall keep, maintain 18. and render available for inspection by each other or each other's authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by County and City on said project.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation.

Deputy City Nttorney

ATTEST:

City Clerk

County Counsel

APPROVED AS TO FORM:

COUNTY OF SANTA CLARA, a political subdivisionof the State of California

Chairperson, Board of Supervisors

"County"

ATTEST:

DONALD M. RAINS, Clerk Board of Supervisors Gary F. Voecks Assistant Clark

TRANSPORTATION AGENCY

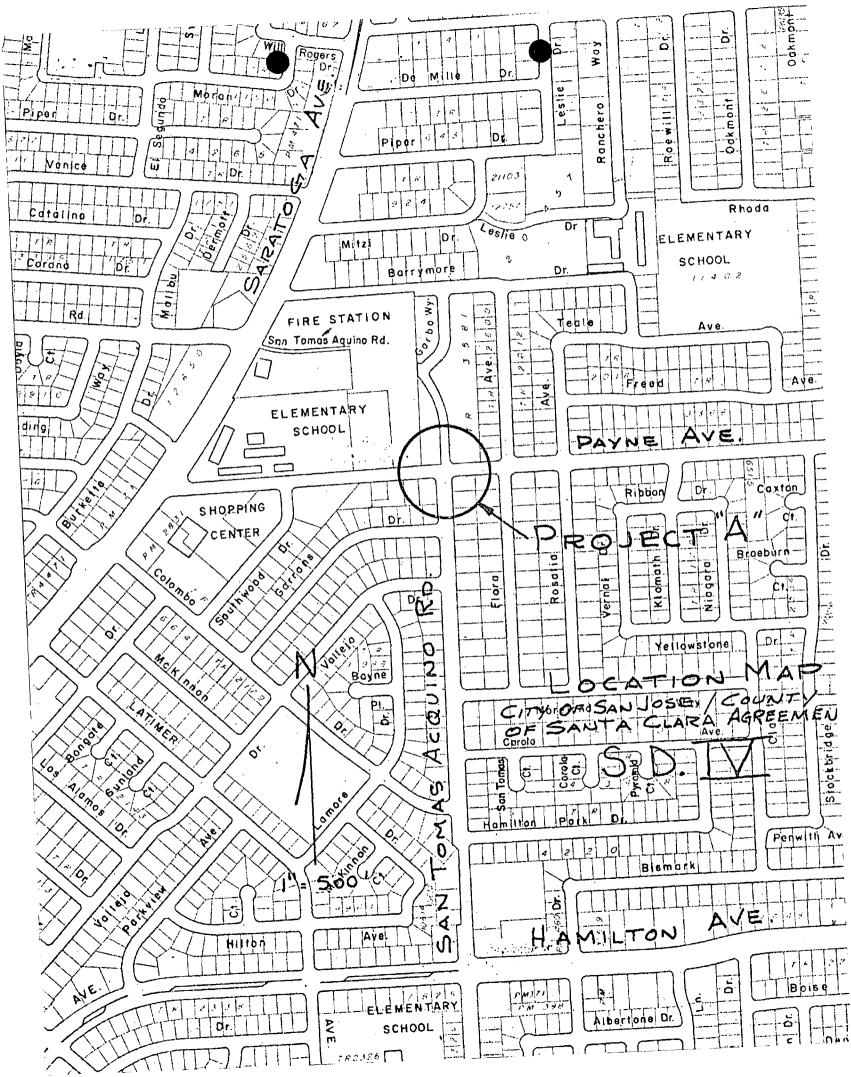
AUG 1 5 1977

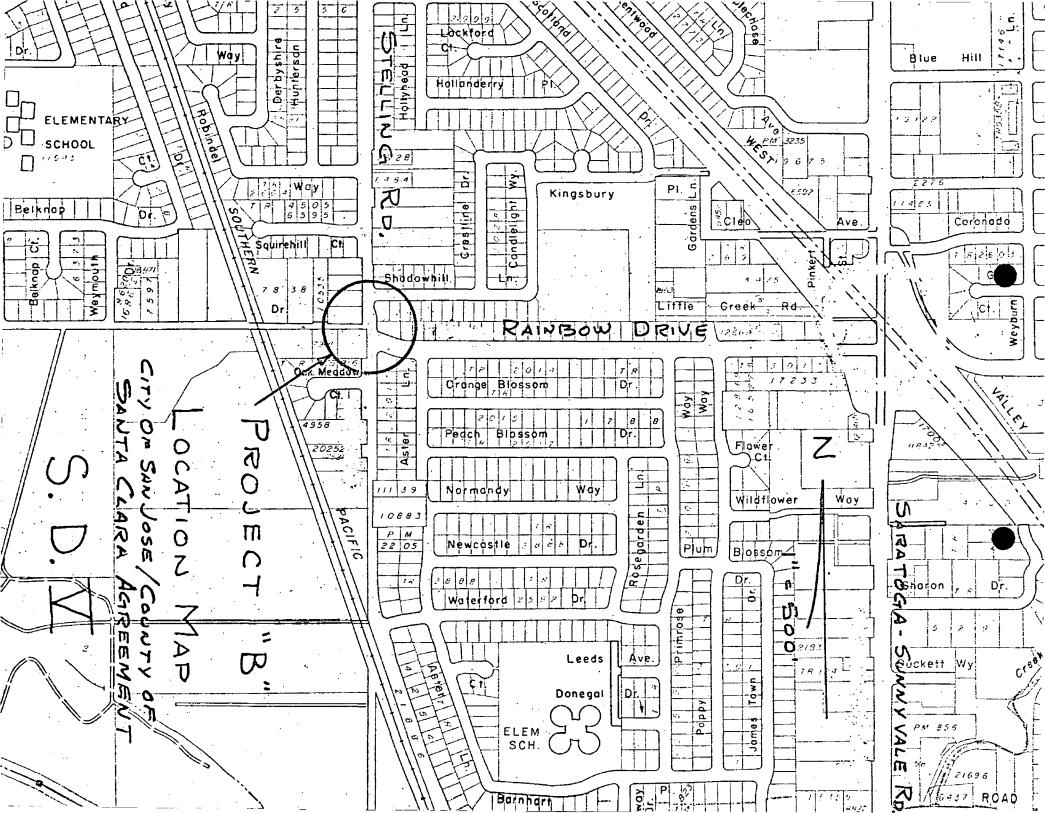
TRANSPORTATION DEV.

RECEIVED TRANSPORTATION AGENCY

JUN 2 9 1977

TRANSPORTATION DEV.









CITY OF SAN JOSE, CALIFORNIA

801 NORTH FIRST STREET SAN JOSE, CA 95110 (408) 277-4424

January 24, 1978

County of Santa Clara 70 W. Hedding Street San Jose, California, 95110

ATTENTION: CLERK, BOARD OF SUPERVISORS

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS, INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THREE (3) LOCATIONS, AND FOR THE SHARING OF CERTAIN COSTS THEREOF

Attached for your files is/are 1 executed copy/copies of the above-mentioned Agreement which was approved by the Council of the City of San Jose on <u>January 17, 1978</u>.

Approval by Resolution was not required.

Sammie Perkins Deputy City Clerk

Enclosure



No
JOB NO
Change Order No.

BOARD OF SUPERVISORS SANTA CLARA COUNTY

DATE	Sept.	30	1977	**********

The following contract was awarde	deorschangeworderswassapproved by the
Board of Supervisors at a meeting held:	
	September 26, 19 77
Project to be charged Transport	,
For the amount of \$Sec Agree	ement
Contractor City of San Jose	
Completion Date See greement	
Budget Item	(for Controller's use)

MANA INTO MANAGER

Clerk of the Board

WHITE ---- CONTROLLER CANARY -- FILE PINK ---- GOLD. ROD



September 30, 1977

A. R. Turturici
Director ofPPublic Works
City of San Jose...
801 North First Street
San Jose, CA 95110

Subject: Cost Sharing Agreement with City of San Jose for Installation of Traffic Control Signals, Intersection Improvements, and Traffic Signal Modifications at Three Locations.

Gentlepersons:

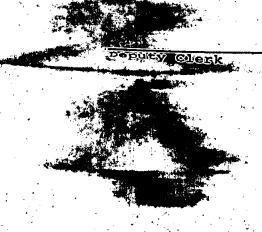
Enclosed you will find an original and one copy of an agreement between the County of Santa Clara and the parties named above. The Board of Supervisors at its regularly scheduled meeting on September 26, 1977 authorized execution of this agreement on behalf of the County.

After execution of all copies, we would appreciate your returning the pink tagged copy to this office.

Very truly yours,

BOARD OF SUPERVISORS Donald M. Rains, Clerk

DMR:nc Encls.



Transportation Agency 1555 Berger Drive San Jose, California 95112

California



TRANSMITTED FOR AGENDA OF



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TRANSMITTAL MEMORANDUM

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S.D.

Page 1 of 2

DATE: September 13, 1977

FOR:

BOARD OF SUPERVISORS AGENDA OF

September 26 , 19 77

FROM:

LOU MONTINI, TRANSPORTATION DEVELOPMENT

TITLE:

COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL

SIGNALS, INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS

AT THREE (3) LOCATIONS (SAN TOMAS/PAYNE, STELLING/RAINBOW AND

DESCRIPTION: CURTNER/MONTEREY TO STONE)

Recommended Action

Board of Supervisors' approval of the attached subject City of San Jose/County/FAU Cost Sharing Agreement.

Subsequent approval of this agreement by the City of San Jose will. provide for the sharing of costs attributable to the specific project(s). These projects are included in the current FAU Program and sufficient funds have been included in the current Road Fund budget to provide for the County's share of the project(s) costs.

Reason for Recommended Action

Traffic signal installation and/or modification at the specific location(s) have been warranted by the City for these joint jurisdiction project(s). All are high on the City's priority project list.

Background

on August 10, 1977 a mutually acceptable agreement (attached) was for forwarded to the County for execution. This agreement has been approved as as to form by both the City Attorney and County Counsel's office.

Consequences of Negative Action

Federal funds amounting to 83% of the project(s) cost would not be made available, and the project(s) would have to be aborted or funded 100% by the City and County in proportion to each one's jurisdictional share.

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APPROVED:

JAMES POTA

COUNTY EXECUTIVE

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AGENDA DATA: DATE:

ITEM NO:

BOARD ACTION: 6 9



TRANSMITTAL MEMORANDUM

Page 2 of 2

DATE: September 13, 1977

DATE OF AGENDA: September 26, 1977

TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE
COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL
SIGNALS, INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS
AT THREE (3) LOCATIONS (SAN TOMAS/PAYNE, STELLING/RAINBOW AND
CURTNER/MONTEREY TO STONE)

Steps following Approval

Approval of Agreement by the City.

City award and administer project construction contracts.

City furnish project(s) final accounting to County and adjust costs accordingly.

LM:RJM:vlt

attachments



CITY OF SAN JOSE, CALIFORNIA

801 NORTH FIRST STREET SAN JOSE, CA 95110 (408) 277-4424

July 28, 1977

County of Santa Clara 70 W. Hedding Street San Jose, California, 95110

ATTENTION: Clerk, Board of Supervisors

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS, INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THREE (3) LOCATIONS, AND FOR THE SHARING OF CERTAIN COSTS THEREOF.

Enclosed is an executed Agreement which was approved by the Council of the City of San Jose on July 19, 1977. Approval by Resolution was not required.

The enclosed document is for your files.

Sammie Perkins Deputy City Clerk

Samme Perkus

Enclosure

Tr. Hg et 1 85 Jul COUNTY OF ARAJO ATNAS

BOARD OF SUPERVISORS RECEIVED

