

7m 11-20-79
ROADS C+A
Cost Sharing -
White Rd.
S J City of

FIRST AMENDMENT TO SECOND AGREEMENT
BETWEEN THE CITY OF SAN JOSE AND COUNTY
OF SANTA CLARA FOR THE IMPROVEMENT OF
WHITE ROAD BETWEEN ALUM ROCK AVENUE AND
STORY ROAD, AND FOR SHARING OF CERTAIN
COSTS THEREOF.

This FIRST AMENDMENT TO SECOND AGREEMENT, made and entered
into this NOV 26 1979 day of NOV 26 1979, 1979, 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 sub-
division of the State of California (hereinafter "County").

W I T N E S S E T H:

WHEREAS, on December 7, 1978, City and County entered into an
agreement entitled, "Second Agreement Between the City of San Jose
and County of Santa Clara for the Improvement of White Road Between
Alum Rock Avenue and Story Road and for Sharing of Certain Costs
Thereof," hereinafter referred to as "original agreement"; and

WHEREAS, City and County desire to amend said original agree-
ment to expand the project to include additional drainage facilities,
the additional cost of which shall be shared 90% by County, 10% by
City.

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

1. The project defined in said original agreement shall
be expanded to include drainage facilities which benefit the Alum
Rock area and which consist of a 24" RCP storm sewer line, including
laterals, manholes and appurtenances, hereinafter referred to as
"area wide drainage facilities." The estimated construction cost
of such area wide drainage facilities is \$60,000. The City's share
of such cost shall be 10%, or \$6,000, and the County's share shall
be 90%, or \$54,000. The County agrees to pay the City \$54,000 as
its share of such cost in addition to the amount set forth in para-
graph 2 of the original agreement. The maximum amount of County's
share of the construction costs as set forth in paragraph 2 of the
original agreement shall also be increased by \$54,000.

NOTICE

Please return this document to the Board
of Supervisors, Santa Clara County, ~~Room~~
624, 70 W. Hedding St., San Jose, Calif.
95110. We shall provide County depart-
ments involved with conformed copies.
Thank you. Clerk, Board of Supervisors

©2576

OCT 22 1979

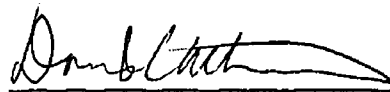
cc: 1 orig to City of SJ/1-Finance/1-Counsel

The final accounting of the total costs of the project shall contain a separate break out of the construction costs of the area wide drainage facilities.


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

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

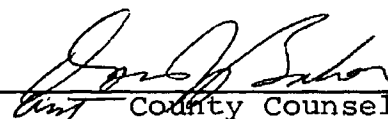
APPROVED AS TO FORM:


DONALD C. ATKINSON
Division Chief Attorney


CITY OF SAN JOSE, a municipal corporation

By 
ASSISTANT City Clerk
"City"

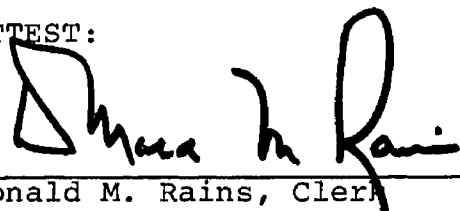
APPROVED AS TO FORM:


County Counsel
9-27-79

COUNTY OF SANTA CLARA

By 
Chairperson
Board of Supervisors
"County"

ATTEST:


Donald M. Rains, Clerk
Board of Supervisors

RECEIVED
TRANSPORTATION AGENCY
ADMINISTRATION
SEP 28 2 53 PM '79
COUNTY OF
SANTA CLARA

RECEIVED
TRANSPORTATION AGENCY

SEP 28 1979

TRANSPORTATION DEV.

RECEIVED
COUNTY COUNSEL
SEP 28 10 31 AM '79

RESOLUTION NO. 51799

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE
AUTHORIZING THE CITY CLERK TO EXECUTE FOR AND ON
BEHALF OF THE CITY OF SAN JOSE ALL CONTRACTS PREVIOUSLY
APPROVED BY THE CITY COUNCIL.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

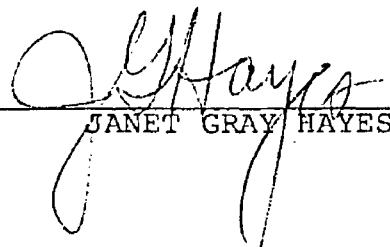
Notwithstanding any action heretofore taken by the City
Council to the contrary, unless hereinafter otherwise provided
by the City Council, the City Clerk, or in the absence of the
City Clerk, the Assistant City Clerk, is hereby authorized to
execute for and on behalf of the City of San Jose, all contracts
previously approved by the City Council.

ADOPTED this 3rd day of July, 1979, by
the following vote:

AYES: ESTRUTH, GARZA, MCENERY, PEGRAM, SELF, WILLIAMS AND HAYES

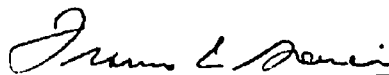
NOES: NONE

ABSENT: NONE



JANET GRAY HAYES, Mayor

ATTEST: FRANCIS L. GREINER



City Clerk



CITY CLERK

CITY OF SAN JOSE, CALIFORNIA

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

November 27, 1979

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

ATTENTION: CLERK, BOARD OF SUPERVISORS

FIRST AMENDMENT TO SECOND AGREEMENT BETWEEN THE CITY OF SAN JOSE AND
COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WHITE ROAD BETWEEN
ALUM ROCK AVENUE AND STORY ROAD, AND FOR SHARING OF CERTAIN COSTS

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 November 20, 1979.

Approval by Resolution was not required.

SAMMIE PERKINS
Deputy City Clerk

Enclosure

BOARD OF SUPERVISORS
NOV 28 8 36 AM '79
COUNTY OF
SANTA CLARA



TRANSMITTAL MEMORANDUM

S.D. 2 & 3

Page 1 of 2

DATE: October 3, 1979

COUNTY BOARD OF SUPERVISORS: Agenda Date October 22, 1979 Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: *Im* LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: FIRST AMENDMENT TO THE SECOND COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WHITE ROAD BETWEEN ALUM ROCK AVENUE AND STORY ROAD

Recommended Action

It is recommended that the attached First Amendment to the Second Cost Sharing Agreement between the City of San Jose and the County of Santa Clara for the improvement of White Road between Alum Rock Avenue and Story Road be executed.

This amendment to the agreement provides for the installation of additional drainage facilities which will serve the Alum Rock area which is outside the White Road Improvement Project limits. The County will be responsible for 90% of the cost of these drainage facilities, and the City of San Jose will be responsible for the remaining 10%. These percentages are based on the percentages of the benefited areas in each jurisdiction. The total estimated cost and proposed sharing of costs for these drainage facilities (which will be installed with the White Road Improvement Project) are as follows:

	<u>County</u>	<u>City of San Jose</u>	<u>Total</u>
Additional drainage facilities to be installed	\$54,000	\$6,000	\$60,000

There are sufficient County funds in the current road budget Account No. 2893-259 for the County's share of this work. The additional drainage facilities will be installed as part of the White Road Improvement Project which has been previously approved as a Federal Aid Urban (FAU) Project and for which 83% of the costs will be reimbursed by the Federal government.

APPROVED: DIRECTOR *[Signature]*

COUNTY EXECUTIVE _____



DATE: October 3, 1979

COUNTY BOARD OF SUPERVISORS AGENDA DATE: October 22, 1979

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: FIRST AMENDMENT TO THE SECOND COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WHITE ROAD BETWEEN ALUM ROCK AVENUE AND STORY ROAD

Reasons for Recommendation

On December 4, 1978 the Board of Supervisors executed a cost sharing agreement with the City of San Jose, "Second Cost Sharing Agreement Between the City of San Jose and the County of Santa Clara, for the Improvement of White Road Between Alum Rock Avenue and Story Road". This agreement provided for the County to pay \$400,000 to the City of San Jose for the improvement of White Road since the City of San Jose is the administering agency for the project. During the design of the project the City of San Jose requested that the County consider the installation of additional drainage facilities which were not included in the original scope of the project and which would alleviate drainage problems outside the project limits in unincorporated area.

The proposed amendment to the Second Agreement will provide funding for the installation of the additional drainage facilities as part of the White Road Improvement Project.

Background

Please see the attached transmittal memoranda submitted to and approved by the Board on August 16, 1976 and November 27, 1978.

Consequences of Negative Action

1. The drainage problems in Alum Rock area will remain.
2. Installation of these facilities at a later date will result in cutting and patching the newly installed pavement.

Steps following Approval

Please forward three (3) executed copies of the agreement to the City of San Jose for execution by the City Council.

LM:AKC:vlt

attachments



Your Revised Copy



TRANSMITTAL MEMORANDUM

S.D. 2 & 3

Page 1 of 2

DATE: November 13, 1978

FOR: BOARD OF SUPERVISORS AGENDA OF December 4, 1978
FROM: LOU MONTINI, TRANSPORTATION DEVELOPMENT
TITLE: SECOND COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WHITE
ROAD BETWEEN ALUM ROCK AVENUE AND STORY ROAD

DESCRIPTION:
Recommended Action

It is recommended that the attached second Cost Sharing Agreement between the City of San Jose and the County of Santa Clara for the improvement of White Road between Alum Rock Avenue and Story Road be executed.

The estimated cost of the project is as follows:

	<u>County</u>	<u>San Jose</u>	<u>Total</u>
Right of Way Acquisition	\$150,000	\$463,500	\$613,500
Construction	<u>234,000</u>	<u>1,226,000</u>	<u>1,460,000</u>
Total	\$384,000	\$1,689,500	\$2,073,500

The project has been approved as a FAU project in which 83% of the cost will be reimbursed by FHWA. County funds are available in the current Road Fund budget, account number 2893-259.

Reasons for Recommendation

On August 16, 1976 the Board of Supervisors executed a cost sharing agreement with the City of San Jose in which the County approved the project concept and an expenditure of \$20,000 in County funds for preliminary engineering. At that time the County also agreed to enter into a second cost sharing agreement at a later date after the project had been further defined. The City of San Jose has subsequently held a public hearing and conducted an environmental investigation for the project. The scope of the project and the right of way requirements have been well defined. Execution of the attached cost sharing agreement would be consistent with previous Board action. The City of San Jose will be the administering agency of the project.

APPROVED: DIRECTOR _____ COUNTY EXECUTIVE _____

AGENDA DATA: DATE: _____ BOARD ACTION: _____
ITEM NO: _____

TRANSMITTAL MEMORANDUM

Page 2 of 2

DATE: November 13, 1978

DATE OF AGENDA: December 4, 1978

TITLE: SECOND COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WHITE
ROAD BETWEEN ALUM ROCK AVENUE AND STORY ROAD

Background

Please see the attached transmittal memorandum submitted to and approved by the Board on August 16, 1978.

Consequences of Negative Action

1. This action would be contrary to previous Board action.
2. The traffic problems on White Road would remain.

Steps following Approval

Forward three (3) executed copies of the agreement to the City of San Jose for execution by the City Council.

LM:AKC:vlt

attachments

TRANSMITTAL MEMORANDUM

S.D. 2 & 3

Page 1 of 2

DATE: August 2, 1976

FOR: BOARD OF SUPERVISORS AGENDA OF AUGUST 16, 1976
FROM: MONTINI, TRANSPORTATION DEVELOPMENT, TRANSPORTATION AGENCY
TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE
COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WHITE ROAD BETWEEN
STORY ROAD AND ALUM ROCK AVENUE

DESCRIPTION:

Introduction

This agreement provides for the City of San Jose and the County to share the costs for preliminary engineering, preparation of environmental statements and public hearings that are a necessary part of the project authorization phase of the White Road Improvement Project between Story Road and Alum Rock Avenue. The estimated cost of this phase of the project is estimated to be \$100,000 with the County's share to be \$25,000 (25%).

This agreement provides for a revised agreement to be executed after the public hearings and the EIR are completed. The future revised agreement will define the County's total contribution to the proposed improvements in accordance with the County's jurisdictional responsibility as determined during the EIR-public hearing process.

Background

On May 28, 1974 a report on the proposed White Road Improvement Project was submitted by this Agency (then the Department of Public Works) to the Board, which stated the problem and alternate solutions to the problem. (Copy of report attached.) The Board approved the report and the following recommendations:

- (1) County should contact the City of San Jose regarding the need for improving this section of White Road.
- (2) The City of San Jose should be urged to be the project administrator due to the City having the majority interest.
- (3) This project should be pursued as a joint-agency project with City of San Jose.

APPROVED: JAMES POTT _____ COUNTY EXECUTIVE _____

AGENDA DATA: DATE: _____ BOARD ACTION: _____
ITEM NO: _____

TRANSMITTAL MEMORANDUM

Page 2 of 2

DATE: August 2, 1976

DATE OF AGENDA: August 16, 1976

TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE
COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WHITE ROAD
BETWEEN STORY ROAD AND ALUM ROCK AVENUE

Staff has contacted the City of San Jose staff, and they are prepared to be the lead agency in the administration of the project. Both staffs also agree that the project should be pursued as a Federal Aid Urban Project, and it is included in the FAU Program as a joint San Jose-County project.

Although there is some question as to the ability of the County to fully fund the actual construction of this project, this agreement does not commit funds for anything other than the EIR and preliminary engineering. The Road Fund financing problem will be the subject of a separate report which will be submitted to the Board in the near future.

Alternatives

There seem to be two alternatives:

- (1) Do nothing - This action would be contrary to previous Board action. The problem of White Road remains. However, no County funds would be committed.
- (2) Approve and execute agreement - This action would be consistent with Board action and intention. This action would accomplish the first and necessary phase of the project. However, \$25,000 County funds would be obligated at this time plus the intention to obligate future funds once the EIR and public hearings are completed.

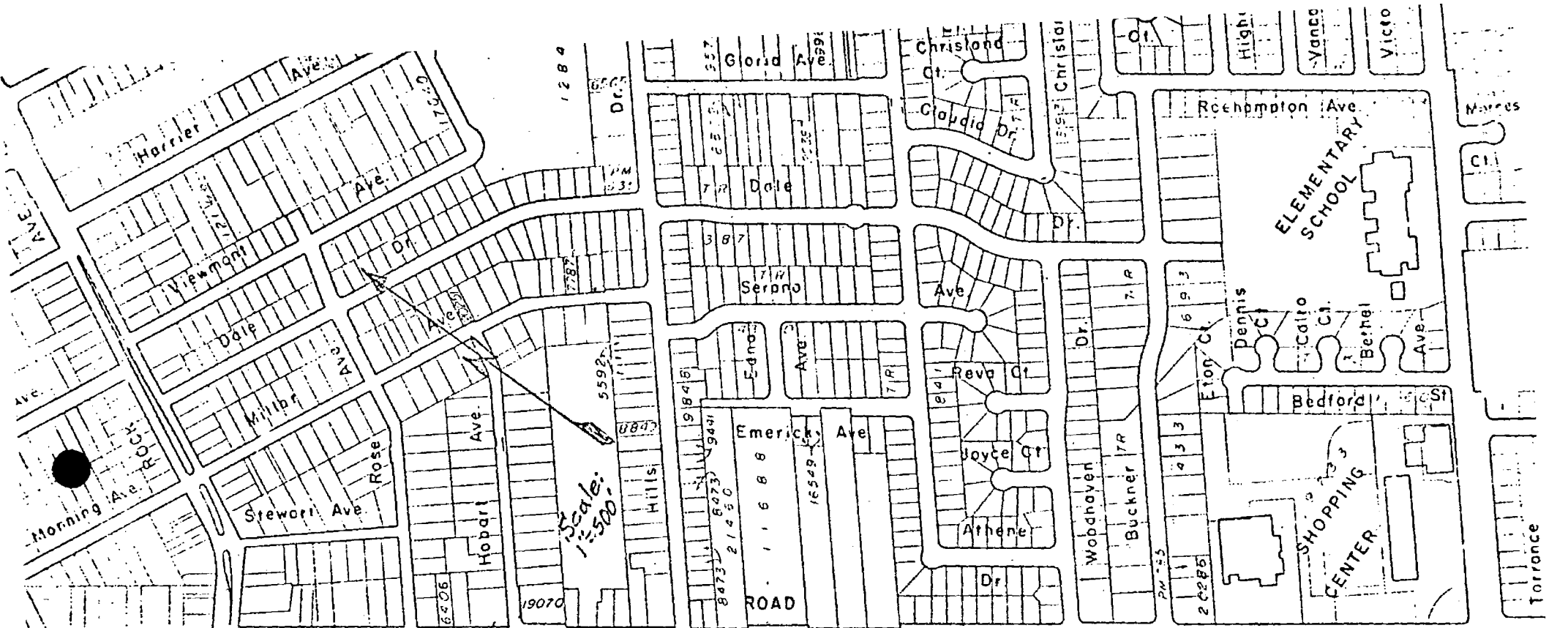
Recommendation

It is recommended that the Board approve and execute the agreement. Upon execution of the agreement one fully executed copy should be sent to:

Mr. A. R. Turturici
Director of Public Works
City of San Jose
801 North First Street
San Jose, California 95110

LM:AKC:vlt

attachments



County of Santa Clara

California

Office of the Board of Supervisors
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
299-4321 Area Code 408

Susanne Wilson, *District 1*
Dominic L. Cortese, *District 2*
Dan Mc Corquodale, *District 3*
Rod Diridon, *District 4*
Geraldine F. Steinberg, *District 5*

October 24, 1979

Clerk
City of San Jose
City Hall
801 N. First Street
San Jose, Calif. 95110

Subject: Agreement with the City of San Jose
for improvement of White Road between Alum Rock
Avenue and Story Road

Gentleperson:

Enclosed you will find an original and two copies of an agreement between the County of Santa Clara and the parties named above. The Board of Supervisors at its regularly scheduled meeting on October 22, 1979, authorized execution of this agreement on behalf of the County.

After execution of all copies, we would appreciate your returning the original (pink tag) copy to this office.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

Deputy Clerk

DMR:je
Encls.

memorandum



TO	FROM
Lou Montini, Transportation Dept.	Bd. of Supv. - June Eckett
SUBJECT	DATE
Agreement to improve White Road	10/24/79

m Item #9 on Bd. of Sup. meeting of Oct. 22/ 1979 the agreement was passed to execute first amendment to the second cost sharing agreement with the city of San Jose for improvement of White Road between Alum Rock Avenue and Story Road.

A copy of the agreement is attached for your information.

RJL:WBM:rs
11/6/78

SECOND AGREEMENT
BETWEEN THE CITY OF SAN JOSE AND COUNTY OF
SANTA CLARA FOR THE IMPROVEMENT OF WHITE
ROAD BETWEEN ALUM ROCK AVENUE AND STORY ROAD
AND FOR SHARING OF CERTAIN COSTS THEREOF.

THIS AGREEMENT, made and entered into this 7th day of
December, 1978, by and between the CITY OF SAN JOSE, a
municipal corporation of the State of California (hereinafter "City"),
and COUNTY OF SANTA CLARA, a political subdivision of the State of
California (hereinafter "County").

W I T N E S S E T H:

WHEREAS, the public interest requires that White Road between
Alum Rock Avenue and Story Road be considered for a FAU improvement
project in order to provide adequate road capacity, traffic signal
improvements, bus pullout(s), and public safety; and

WHEREAS, it is in the best interest of orderly and economic engi-
neering practices to complete the preparation of final plans and speci-
fications and estimate right-of-way acquisition and construction
through joint action of the City and County;

NOW, THEREFORE, in consideration of the mutual promises, covenants
and conditions contained herein, the parties agree as follows:

1. Scope of Project and Definitions. The proposed project con-
sists of preliminary engineering, preparation of environmental state-
ments, public hearings as required by the Federal Highway Works Admin-
istration, the acquisition of rights-of-way, street widening, resur-
facing, construction of median islands, construction of bus pullout(s),
striping, and construction and/or modification of traffic signals along
unimproved portions of White Road between Alum Rock Avenue and Story
Road.

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 preliminary engineering, environmental
review, public hearings as required by the Federal Highway Works Admin-
istration, right-of-way appraisal and right-of-way acquisition, the

A/C - Transportation, Finance

RECEIVED
BOARD OF SUPERVISORS

DEC 15 1 58 PM '79

COUNTY OF
SANTA CLARA

preparation of plans and specifications and estimate, contract bidding and award, construction of said project, and construction engineering, supervision, and inspection.

The estimated total project cost for said project, which is to be shared by City and County in accordance with the provisions of this agreement, is Two Million Seventy-three Thousand Five Hundred Dollars (\$2,073,500).

2. County's Estimated Share of Construction Cost. "Construction costs," as the term is used in this agreement, shall consist of project costs incurred by City or County other than for real property appraisal and acquisition. The total estimated construction cost is One Million Four Hundred Sixty Thousand Dollars (\$1,460,000). It is understood that the preliminary engineering, environmental statements and public hearings have been completed as specified in a previous cost sharing agreement and that the County has paid a sum of Twenty Thousand Dollars (\$20,000) toward their estimated amount of Twenty-five Thousand Dollars (\$25,000) specified in the previous agreement between City and County entitled, "Agreement Between the City of San Jose and the County of Santa Clara For the Improvement of White Road Between Alum Rock Avenue and Story Road," form dated 7/27/76, and that the sum paid by County to City will be credited toward the County's estimated share of construction cost. County's share of the construction cost for said project shall be that portion of the construction cost related to construction work located within the County's boundaries, presently estimated to be sixteen percent (16%) of the total construction cost, for an estimated County share of construction cost of Two Hundred Thirty-four Thousand Dollars (\$234,000). County agrees to pay to City the sum of Two Hundred Thirty-four Thousand Dollars (\$234,000) upon Federal Highway Administration approval of the project for FAU funding.

County's share of construction costs will be adjusted at final accounting to equate that portion of construction costs actually incurred and related to construction work located within the County's jurisdiction, but in no event shall the County's share of the construction costs exceed Two Hundred Eighty Thousand Dollars (\$280,000).

3. Acquisition of Property and Acquisition Costs. City agrees to acquire and to bear all the acquisition costs thereof of all real property required for the project located within the jurisdiction of the City of San Jose, and County agrees to acquire and to bear all the acquisition costs thereof of all the real property required for the project 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, attorney 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. County's share of the acquisition cost is estimated to be One Hundred Fifty Thousand Dollars (\$150,000). The total estimated acquisition costs for the project are estimated to be Six Hundred Thirteen Thousand Five Hundred Dollars (\$613,500).

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 is estimated to be Five Thousand Dollars (\$5,000); however, the County shall be responsible for only seventeen percent (17%) of this appraisal fee, which the parties agree to round off to One Thousand Dollars (\$1,000). This sum shall be paid to City at the time of the initial deposit for construction costs provided for in Paragraph 2 herein.

4. City's Duties to Prepare Plans and Advertise Project for Bids. City shall prepare the final plans and specifications for advertising the project for construction bids.

5. Award of Contract. After approval by County of the plans and specifications for said project, City shall, after completion of property acquisition is assured, advertise for bids for construction. If City determines in its discretion to award a contract, City shall thereafter supervise the construction of said project and make payment therefor as required by its construction contract.

6. Liability Insurance. City agrees to require any contractor engaged to perform said project to take out and maintain in full force and effect, during the construction of said project, 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 liability or loss to any other person, arising out of or in any way connected with the construction of said project. The amounts, 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 additional insured under such policy.

7. Final Accounting. Upon completion of said project, City shall prepare and furnish to County a final accounting of the total costs of said project. Said accounting shall show the final construction and acquisition costs of the project in its entirety, as well as the acquisition and construction costs related to construction work located within County's boundaries.

8. Return of County FAU Funds. 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, transmit to County FAU funds attributable to County.

9. Maintenance. Upon completion of said project, the completed road and related facilities shall be operated and maintained either by City or County, depending on which entity has jurisdiction over that portion of the road included within its boundaries.

10. Hold Harmless. It is mutually understood and agreed that neither County nor any officer or employee thereof shall be responsible for any damage or liability by reason of anything done or omitted by City 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, City 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 by City under this agreement in connection with any work, authority or jurisdiction delegated to City under this agreement.

It is further understood and agreed 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 by County 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 by County in connection with any work, authority or jurisdiction delegated to the County under this agreement.

11. Annexation. In the event that any portion of the area within the limits of said project is annexed to the City before the date of advertising of said project by City, County's share of the "total project costs" shall be decreased in proportion to the amount of territory annexed.

12. Termination. In the event that a contract for the construction of said project is not awarded prior to June 30, 1980, the terms of this contract shall be void with respect to said project, and any sums paid by County to City with respect to said project shall promptly be refunded, less any such sums already expended by City on the project.

13. Records and Accounts. County and City shall keep, maintain, and render available for inspection by each other or each other's authorized representative, 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:

W. M. Mayfield
Deputy City Attorney

CITY OF SAN JOSE, a municipal
corporation

By Janet Hayes
Mayor
"City"

ATTEST:

FRANCIS L. GREINER
Fannie Perkins Deputy
City Clerk

APPROVED AS TO FORM:

Robert Baker
Deputy County Counsel
ant

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

By Bob Quinn
Chairperson, Board of
Supervisors

ATTEST:

Donald M. Rains
DONALD M. RAINS, Clerk
Board of Supervisors

"County"

December 4, 1978

Mr. Francis Greiner; City Clerk
City of San Jose
801 North First Street
San Jose, California 95110

Dear Mr. Greiner:

The Board of Supervisors, at its meeting of December 4, 1978, authorized the Chairperson to execute the Second Cost Sharing Agreement with the City of San Jose for improvement of White Road between Alum Rock Avenue and Story Road.

Therefore, enclosed please find three copies of the Agreement. Two copies contain original signatures (one has also been pink tagged for eventual return to our office) and one contains conformed signatures.

Yours truly,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By _____
Deputy Clerk

DMR:bf

Encl.

cc: L. Montini
Transportation Agency

No. _____

Job No. _____

Change Order No. _____

#M-12, 12/4/78

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE December 4, 1978

The following ^{Agreement} ~~contract~~ ~~was awarded~~ ~~on~~ ~~change order~~ was approved by the
Board of Supervisors at a meeting held:

_____ December 4, 1978 _____

Project to be charged Second Cost Sharing Agreement with the City of
San Jose for improvement of White Road between
Alum Rock Avenue and Story Road

For the amount of \$ See attached Agreement
City of San Jose

Contractor 801 N. First St., San Jose 95110

Completion Date See attached Agreement

Budget Item _____ (for Controller's use)

Donald M. Rains

**DONALD M. RAINS
Clerk of the Board**

WHITE ---- CONTROLLER
CANARY --- FILE
PINKX ----
GOLDXRODX



TRANSMITTAL MEMORANDUM

S.D. 2 & 3

Page 1 of 2

DATE: November 13, 1978

FOR: BOARD OF SUPERVISORS AGENDA OF December 4, 1978

FROM: LOU MONTINI, TRANSPORTATION DEVELOPMENT

TITLE: SECOND COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WHITE
ROAD BETWEEN ALUM ROCK AVENUE AND STORY ROAD

DESCRIPTION:
Recommended Action

It is recommended that the attached second Cost Sharing Agreement between the City of San Jose and the County of Santa Clara for the improvement of White Road between Alum Rock Avenue and Story Road be executed.

The estimated cost of the project is as follows:

	<u>County</u>	<u>San Jose</u>	<u>Total</u>
Right of Way Acquisition	\$150,000	\$463,500	\$613,500
Construction	<u>234,000*</u>	<u>1,226,000</u>	<u>1,460,000</u>
Total	\$384,000	\$1,689,500	\$2,073,500

The project has been approved as a FAU project in which 83% of the cost will be reimbursed by FHWA. County funds are available in the current Road Fund budget, account number 2893-259.

* Estimated cost; actual County share limited by agreement to \$280,000.

Reasons for Recommendation

On August 16, 1976 the Board of Supervisors executed a cost sharing agreement with the City of San Jose in which the County approved the project concept and an expenditure of \$20,000 in County funds for preliminary engineering. At that time the County also agreed to enter into a second cost sharing agreement at a later date after the project had been further defined. The City of San Jose has subsequently held a public hearing and conducted an environmental investigation for the project. The scope of the project and the right of way requirements have been well defined. Execution of the attached cost sharing agreement would be consistent with previous Board action. The City of San Jose will be the administering agency of the project.

APPROVED: DIRECTOR _____ COUNTY EXECUTIVE _____

AGENDA DATA: DATE: _____ BOARD ACTION: _____
ITEM NO: _____

TRANSMITTAL MEMORANDUM

Page 2 of 2

DATE: November 13, 1978

DATE OF AGENDA: December 4, 1978

TITLE: SECOND COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WHITE
ROAD BETWEEN ALUM ROCK AVENUE AND STORY ROAD

Background

Please see the attached transmittal memorandum submitted to and approved by the Board on August 16, 1978.

Consequences of Negative Action

1. This action would be contrary to previous Board action.
2. The traffic problems on White Road would remain.

Steps following Approval

Forward three (3) executed copies of the agreement to the City of San Jose for execution by the City Council.

LM:AKC:vlt

attachments

PGS:NLP
7/27/76

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE
COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF
WHITE ROAD BETWEEN ALUM ROCK AVENUE AND STORY
ROAD

This is an Agreement made and entered into by and between the County of Santa Clara, hereinafter referred to as "County," and the City of San Jose, hereinafter referred to as "City";

W I T N E S S E T H:

WHEREAS, the public interest requires that White Road between Alum Rock Avenue and Story Road be considered to be improved in order to provide adequate road capacity and public safety; whereas, it is in the best interest of orderly and economic engineering practices to complete the preliminary project investigation through joint action of the City and County;

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

1. Scope of Project

The scope of this project entails sufficient preliminary engineering to prepare environmental statements and conduct public hearings, as required by the Federal Highway Administration. The total project cost is estimated to be One Hundred Thousand Dollars (\$100,000), which is to be shared by the City and the County in accordance with the provisions of this agreement. It is the responsibility of any party of this agreement, when anticipating a change of the project scope or a change of the total preliminary engineering cost exceeding the amount above described; to immediately notify the other party of this agreement. It is only through mutual consent by a revised agreement executed by all parties that the change will then be valid.

2. Revised Agreement

It is mutually understood that a revised agreement for acquisition of real property, preparation of plans, specification,

NOTICE

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

2576

and estimates, award of a construction contract, and the sharing of costs will be required after the appropriate environmental review and public hearing processes have determined the design features to be incorporated into the project. In the revised agreement the County will pay for all costs associated with right-of-way acquisition in the unincorporated area of the project and; will pay for all construction cost in the unincorporated area including costs of engineering and construction inspection. The County's final share will be defined in the revised agreement. The total project costs of the revised agreement shall include the costs for work performed in this agreement for preliminary engineering and environmental statements, and County's share will be based on the actual costs of improvements and right of way acquisition in the unincorporated area.

3. County's Estimated Share of Cost

For the purposes of this preliminary agreement, the term "total project cost" shall mean the total of all costs incurred and expenditures made by the City and the County in connection with preparing environmental statements and conducting public hearings, including necessary preliminary engineering costs and expenses.

The County's share of the total project cost as defined in this section is 25%. The estimated cost to the County is therefore Twenty Five Thousand Dollars (\$25,000). County agrees to pay to City the sum of Twenty Thousand Dollars (\$20,000) within 21 days after City notifies County of the City's commencement of preliminary engineering.

4. Final Cost to County

Upon completion of said project, City shall submit to County and County to City a final accounting of the project cost incurred by City and County. The total project cost shall be

the sum of all actual cost incurred and expenditure made by both agencies. The final cost to County shall be twenty five percent (25%) of that sum. In the event that the final cost to County is more than the amount of deposit paid by County to City under paragraph 3, County shall pay City the difference. In the event that the final cost to County is less than the amount of deposit paid by County to City, City shall refund County the difference.

5. Records and Accounts

County and City shall keep, maintain 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.

6. Termination

This agreement shall terminate on December 31, 1977, if City has not completed the project. In the event of such termination, City shall refund to County all sums advanced under paragraph 3 of this agreement.

7. Public Hearings and Environmental Statements

City shall conduct all public hearings and shall prepare all environmental statements that may be required for said project by existing legislation.

8. Administering Agency

In the exercise of this joint powers 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 powers provided herein and

the restrictions imposed by law upon City in the exercise of such powers.

WITNESS THE EXECUTION HEREOF the day and year first herein-
above set forth.

CITY OF SAN JOSE, a municipal
corporation

By *James H. Hays* ⁹⁻²⁻⁷⁶ Mayor

APPROVED AS TO FORM:

Nancy L. Parent
NANCY L. PARENT
Deputy City Attorney

ATTEST:

Francis L. Greiner
FRANCIS L. GREINER
By *Colleen Greiner* Deputy
City Clerk

COUNTY OF SANTA CLARA, a politi-
cal subdivision of the State of
California

William F. Oberling
Chairman, Board of Supervisors
Chairman, pro tempore
County

APPROVED AS TO FORM:

Donald J. Baker
Assistant/Deputy County Counsel

ATTEST:

Donald M. Rains
DONALD M. RAINS, Clerk of the
Board of Supervisors

Pend Sept 2
SD

No. _____

Job No. _____

Change Order No. _____

#6, 8/16/76

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE August 19, 1976

The following contract ^{agreement} ~~was awarded~~ ~~or change order~~ was approved by the
Board of Supervisors at a meeting held:

_____ August 16, 1976

Project to be charged Agreement with City of San Jose for
improvement of White Road between
Storv Road and Alum Rock Avenue

For the amount of \$ See attached agreement

Contractor City of San Jose

Completion Date See attached agreement

Budget Item _____ (for Controller's use)

Donald M. Rains / Mf

**DONALD M. RAINS
Clerk of the Board**

WHITE ----- CONTROLLER
CANARY ----- FILE
X PRINKER
X GOLD ROD



August 19, 1976

Mr. A. R. Turturici
Director of Public Works
City of San Jose
801 North First Street
San Jose, California 95110

Dear Mr. Turturici:

Subject: Agreement with the City of San Jose for
Improvement of White Road between Story
Road and Alum Rock Avenue

The Board of Supervisors, at its meeting of August 16, 1976, authorized the execution of an agreement with the City of San Jose for improvement of White Road between Story Road and Alum Rock Avenue.

Enclosed please find two copies of the subject agreement. Please return one fully executed copy, as marked, to this office. Our material is kept in a pending file until this office receives a signed copy.

Yours truly,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By: _____

Deputy Clerk

bf

Encls.

cc: Transportation Agency

California

TRANSMITTAL MEMORANDUMS.D. 2 & 3Page 1 of 2DATE: August 2, 1976

FOR: BOARD OF SUPERVISORS AGENDA OF AUGUST 16, 1976
FROM: MONTINI, TRANSPORTATION DEVELOPMENT, TRANSPORTATION AGENCY
TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE
COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WHITE ROAD BETWEEN
STORY ROAD AND ALUM ROCK AVENUE

DESCRIPTION:Introduction

This agreement provides for the City of San Jose and the County to share the costs for preliminary engineering, preparation of environmental statements and public hearings that are a necessary part of the project authorization phase of the White Road Improvement Project between Story Road and Alum Rock Avenue. The estimated cost of this phase of the project is estimated to be \$100,000 with the County's share to be \$25,000 (25%).

This agreement provides for a revised agreement to be executed after the public hearings and the EIR are completed. The future revised agreement will define the County's total contribution to the proposed improvements in accordance with the County's jurisdictional responsibility as determined during the EIR-public hearing process.

Background

On May 28, 1974 a report on the proposed White Road Improvement Project was submitted by this Agency (then the Department of Public Works) to the Board, which stated the problem and alternate solutions to the problem. (Copy of report attached.) The Board approved the report and the following recommendations:

- (1) County should contact the City of San Jose regarding the need for improving this section of White Road.
- (2) The City of San Jose should be urged to be the project administrator due to the City having the majority interest.
- (3) This project should be pursued as a joint agency project with City of San Jose.

APPROVED: JAMES POTT

COUNTY EXECUTIVE

TRANSMITTED FOR AGENDA OF

AGENDA DATA: DATE: _____

BOARD ACTION: _____

ITEM NO: _____

COUNTY EXECUTIVE OFFICE

TRANSMITTAL MEMORANDUM

Page 2 of 2

DATE: August 2, 1976

DATE OF AGENDA: August 16, 1976

TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE
COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WHITE ROAD
BETWEEN STORY ROAD AND ALUM ROCK AVENUE

Staff has contacted the City of San Jose staff, and they are prepared to be the lead agency in the administration of the project. Both staffs also agree that the project should be pursued as a Federal Aid Urban Project, and it is included in the FAU Program as a joint San Jose-County project.

Although there is some question as to the ability of the County to fully fund the actual construction of this project, this agreement does not commit funds for anything other than the EIR and preliminary engineering. The Road Fund financing problem will be the subject of a separate report which will be submitted to the Board in the near future.

Alternatives

There seem to be two alternatives:

- (1) Do nothing - This action would be contrary to previous Board action. The problem of White Road remains. However, no County funds would be committed.
- (2) Approve and execute agreement. - This action would be consistent with Board action and intention. This action would accomplish the first and necessary phase of the project. However, \$25,000 County funds would be obligated at this time plus the intention to obligate future funds once the EIR and public hearings are completed.

Recommendation

It is recommended that the Board approve and execute the agreement. Upon execution of the agreement one fully executed copy should be sent to:

Mr. A. R. Turturici
Director of Public Works
City of San Jose
801 North First Street
San Jose, California 95110

LM:AKC:vlt

attachments



STAFF REPORT
WHITE ROAD BETWEEN ALUM ROAD
AVENUE AND STORY ROAD

The following is a study on the improvement of White Road between Alum Rock Avenue and Story Road. This study is a result of an inquiry by the Board of Supervisors' office.

1. Existing Condition of White Road

White Road is one of the major roads in east San Jose serving the San Jose foothill areas. It has been designated by both the County and the City of San Jose as a 4-lane major road with an ultimate roadway right of way width varying between 90' and 130'. Within the study limits White Road has been designated as a 4-lane undivided roadway with a 90 ft. right of way requirement. The existing roadway width varies from 60' to 90' due to the piecemeal development during the past 5-10 years. The majority of the roadway exists as a 30' half street.

This section of White Road has traffic congestion problems, drainage problems, lacks sidewalk continuity, is unsightly and is in need of resurfacing.

The following is a summary of significant project data:

A.	Existing right of way width	Varies 60' - 90'
B.	Jurisdiction responsibility of existing roadway	City 85% County 15%
C.	Existing Land Use (frontage)	Residential 53% Commercial & Others 47%
D.	Existing Traffic	17,000 ADT

2. Previous Study on Improvement

In September of 1972, Mr. Victor LoBue, owner of a shopping center at the northwest corner of White Road and Story Road, contacted Supervisor Cortese and expressed interest in instigating an assessment district for the improvement of White Road between Alum Rock Avenue

and Story Road. He indicated to Mr. Cortese that he would be willing to play a major role in the forming of such an assessment district, including circulating petitions, etc. The Engineering Services Division of County Public Works, in its investigation of this proposal, informally contacted the City of San Jose and related this proposal. The City staff expressed an interest and willingness to assume the leading role in the forming of such assessment district, since San Jose had the majority of interest and jurisdiction.

In January of 1973, in a letter to Mr. Cortese, Mr. Pott indicated that City of San Jose was willing to pursue the assessment district approach to improve White Road between Alum Rock and Story Road (see attached letter). The matter was left in San Jose's hands.

In May of 1973, in our follow-up of this matter, the City of San Jose was contacted and asked about the status of the project. Mr. Walker of San Jose stated that the City was still interested in forming an assessment district for the improvement of White Road, but the City would not push it. County Engineering Services tried several times but failed to contact Mr. LoBue in an effort to rekindle the initiative. The assessment district proposal has never materialized, and the matter appears to be dormant.

3. Present City of San Jose Position on Improvement

In our recent discussion with the City of San Jose, the City staff indicated that the City has no funding to improve White Road as a capital improvement project now or in the foreseeable future. The City of San Jose feels that an assessment district in this area is an inappropriate method of remedying this situation and is economically infeasible. It is the City's hope that the additional right of way and improvements will be obtained through future development and redevelopment.

4. Alternatives

The alternatives for the improvement of White Road to its ultimate width are (A) do nothing; (B) by assessment district; (C) by a City-County cooperative project.

The "do nothing" approach is not consistent with the existing condition of this roadway.

The assessment district approach, which was previously pursued by the City and the County, can be considered economically unfeasible. In addition, an assessment district type of approach is not appropriate with the high number of family relocations involved. An assessment district has several disadvantages as follows:

- a. Probability that an assessment district would never be formed.
- b. Apparent inequity of an assessment district on the residential units that must be relocated.
- c. Additional cost.
- d. Additional time.

A City-County cooperative project appears to be the more reasonable approach in this situation. Since the City of San Jose shares half of the costs and bears most of the jurisdiction responsibility, the City of San Jose should be the party administering such a cooperative project.

5. Costs of Improvement

Based on the City's Major Thoroughfare Map and the County's Future Width Line Study, the improvement of White Road between Story Road and Alum Rock Avenue, a stretch of 0.83 mile, to its ultimate 90' width would cost in the neighborhood of two (2) million dollars. A break-down of this estimate and right of way implications are as follows:

A. Jurisdiction responsibility	City	County
based on ultimate 90' width	75%	25%

B. Right of way cost and implications

Right of Way acquisition including relocation and overhead:

County portion	51 parcels	\$850,000	14 relocations
City portion	12 parcels	\$350,000	8 relocations

Total right of way cost and

total relocations \$1,200,000 22 relocations

C. Construction Cost

Construction cost includes pavement, resurfacing of existing pavement, sidewalk, curb and gutter, drainage, lighting and modification of existing signals at intersection of Story Road and Alum Rock Avenue. County cost and City cost are based on ultimate 90' R/W jurisdiction responsibility.

County cost \$200,000

City cost \$600,000

Total Construction

Cost \$800,000

D. Summary of Project Cost:

	County	City
Right of Way	\$850,000	\$350,000

Construction	<u>\$200,000</u>	<u>\$600,000</u>
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Total	\$1,050,000	\$950,000
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TOTAL PROJECT
COST \$2,000,000

6. Time Schedule

The time schedule for such a City-County cooperative project can be anticipated as the following:

PHASE

TIME SCHEDULE

Preliminary stage from budget approval on through community involvement, EIR, public hearing, to preliminary engineering & agreement execution

18 months

Appraisal of right of way and final engineering

6 months

Relocation and acquisition

18 months

Utilities Relocation

4 months

Construction

8 months

Total time to complete project

54 months or 4½ years

The above schedule appears to be lengthy but is consistent with time constraints for federally funded projects.

7. Assessment District Project Cost and Time Schedule

If this project was pursued as an assessment district, the following items would change:

Project cost would increase approximately 20% of the construction cost to \$950,000. Total project cost would then be \$2,150,000.

Project duration would increase approximately 12 months, making the total project about 5½ years.

8. County Financing

The improvement of White Road between Alum Rock Avenue and Story Road is not included in the current Highway Capital Improvement Program.

9. Conclusions

A. This section of roadway is in need of resurfacing. This is due to the Santa Clara County Water District's water importation work in the street, deterioration of the existing surfacing and piecemeal improvement due to land development.

B. This section of roadway is at capacity. With the completion of the Sinclair Freeway (Route 680), completion of

Evergreen Campus of San Jose City College, and continued urbanization of the Evergreen area, we can only anticipate additional traffic desires along White Road. Improvement of this section of White Road would appear to be warranted at this time.

- C. The City of San Jose and the County would be involved in an improvement of this section of White Road.
- D. Since the City of San Jose has the majority interest in this section of highway, the City should be the administrator of any improvement project.
- E. The estimated time to complete an improvement project of this nature would require about 4½ years. This is primarily due to the high number of parcels affected (53) and relocations (22) involved. In other words, the earliest completion we can expect on this project is the spring of 1979, if environmental engineering was commenced this summer.
- F. Neither the City of San Jose nor the County has included this project in their current Highway Capital Improvement Programs.

10. Recommendations

- 1. County should contact the City of San Jose regarding the need for improving this section of White Road.
- 2. The City of San Jose should be urged to be the project administrator due to the City having the majority interest.
- 3. This project should be pursued as a Joint Agency Project rather than an Assessment District and included in the Capital Improvement Programs of both the County and City of San Jose in accordance with a mutually agreeable time schedule consistent with the effort involved and availability of funds.