

RECEIVED  
BOARD OF SUPERVISORS

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE  
COUNTY OF SANTA CLARA FOR MODIFICATION OF TRAFFIC CONTROL  
SIGNALS AND CHANNELIZATION AT FIVE (5) LOCATIONS  
AND FOR THE SHARING OF CERTAIN COSTS THEREOF

MAR 27 12 15 PM '84  
COUNTY OF  
SANTA CLARA

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of MAR 27 1984,

1984, 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").

W I T N E S S E T H:

WHEREAS, it is in the public interest that certain traffic control signal modifications and channelization be constructed at the following locations which are partly in the City and partly in the County:

1. Moorpark Avenue and Thornton Way, (hereinafter referred to as "Project A");
2. Parkmoor Avenue and Race Street, (hereinafter referred to as Project B");
3. Park Avenue and Race Street, (hereinafter referred to as "Project C");
4. Curtner Avenue and Stone Avenue, (hereinafter referred to as "Project D");
5. Lucretia Avenue and Story Road, (hereinafter referred to as "Project E").

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 construction contracts for said projects awarded and administered by City.

3/30/84: 4 orig. to City of San Jose (1 P/T), 4/30/84: cc to Controller

**ORIGINAL**

MAR 27 1984 *Cl*

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: The scope of said projects consists of the necessary channelization and installation of traffic signal modifications at the aforementioned intersections.

2. Public Hearings Environmental Documents: City shall conduct all public hearings and shall prepare all environmental documents that may be required for said projects by existing legislation.

3. Plans, Specifications and Estimates: City shall prepare or cause to be prepared, plans, specifications and estimates for said projects and shall submit said plans, specifications and estimates for said projects to the County for County's approval.

4. Sharing of Costs: County agrees to pay a share of the construction costs of each project proportional to the extent of the project lying within County jurisdiction as of the date of advertising for construction bids. Retroactive changes in jurisdictional boundaries made after said date shall not alter the County's respective project shares. County's project shares shall be as follows:

"Project A":	37.50%
"Project B":	50.00%
"Project C":	50.00%
"Project D":	33.33%
"Project E":	25.00%

5. Prepayment: Upon approval of plans and specifications for the projects by County, County shall pay to City upon demand the sum of Forty-Six Thousand Dollars (\$46,000.00), said sum being the estimated total County share of construction costs for said projects. County estimated share of construction costs is distributed among the projects as follows:

"Project A":	\$ 9,000
"Project B":	\$ 6,000
"Project C":	\$20,000
"Project D":	\$ 8,000
"Project E":	\$ 3,000

6. Award of Contracts: After County has approved the plans and specifications for the projects, City shall, subject to the provisions of Paragraphs 7, 12 and 14 hereof, advertise for bids for construction of said projects, award contracts therefor and supervise the construction thereof to completion.

7. Maximum County Participation: County's share of construction costs shall not exceed a total of Sixty Five Thousand Dollars (\$65,000.00).

8. Construction Costs: As used in this Agreement, the term "construction costs of a project" shall mean the sum total of all construction costs and expenditures made by City and County in connection with the project including, but not limited to, engineering costs and expenses, costs and expenses of preparation of plans and specifications, costs and expenses for inspection, publication, advertising and printing, that portion of the costs of the construction contract awarded by City which is allocable to the construction of said project, costs of extra work for the project authorized by City and County, and costs of all materials furnished by City allocable to the project not included in the contract price of said construction project.

9. 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.

10. Adjustment of Costs: In the event that said final accounting shows that the estimated share paid by County to City pursuant to Paragraph 5 hereof is more than County's agreed percentage share of the construction cost of a particular project as outlined in Paragraph 4 hereof, City shall forthwith refund to County the difference. In the event that said final accounting shows that the said estimated share paid by County to City pursuant to Paragraph 5 hereof is less than County's agreed percentage share of the construction costs of a particular project as outlined in Paragraph 4 hereof, County shall forthwith pay to City the difference, provided that in no event shall County be required to contribute more than Sixty Five Thousand Dollars (\$65,000.00) for its share of all projects.

11. Maintenance: Upon completion of a particular project, said project shall be operated and maintained by the City. The operation and maintenance costs for said project shall be apportioned between City and County pursuant to the existing operation and maintenance agreement, covering such project.

12. Administering Agent: In the exercise of this Agreement, San Jose 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.

13. Hold Harmless: It is mutually understood and agreed:

(a) 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, 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 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 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 jurisdiction delegated to County under this Agreement.

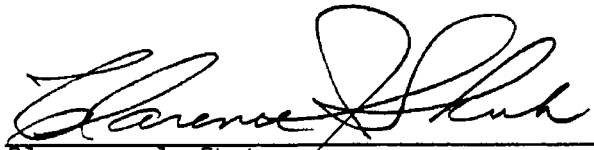
14. Termination: The terms of this Contract shall be void with respect to any project for which a construction contract is not awarded prior to December 31, 1984 and any sums paid by County to City, pursuant to Paragraph 5 herein, with respect to said project shall be forthwith refunded, except that City's accrued construction 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.

15. Acquisition of Property: It is understood and agreed that the project is totally within existing right-of-way and no property acquisition or dedication is necessary.

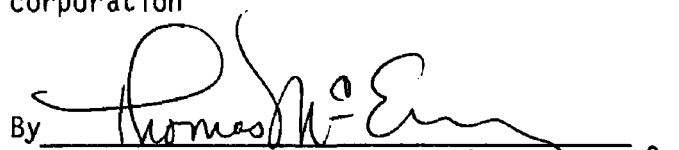
WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation



Clarence J. Shuh  
General Deputy City Attorney


By   
"City" **Thomas McEnery** MAYOR


ATTEST:

  
Helen E. Jackson, City Clerk


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

APPROVED AS TO FORM: *and legality*

By   
Zoe Loggren **Chairperson, Board of Supervisors**  
"County"

  
County Counsel

ATTEST:

  
Donald M. Rains, Clerk  
Board of Supervisors

0508o

California



Prepared by R.J. McBeath  
Reviewed by Montini  
Submitted by Graebner

TRANSMITTAL MEMORANDUM

S.D. \_\_\_\_\_

Page 1 of 2

DATE: March 8, 1984

COUNTY BOARD OF SUPERVISORS: Agenda Date March 27, 1984 Item No. \_\_\_\_\_

TRANSIT DISTRICT BOARD: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

TRANSPORTATION COMMISSION: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

FROM: *LM* LOU MONTINI, Assistant Director

SUBJECT: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE MODIFICATION OF TRAFFIC CONTROL SIGNALS AND CHANNELIZATION AT FIVE (5) LOCATIONS

RECOMMENDED ACTION:

Approval of the attached City of San Jose/County of Santa Clara Cost Sharing Agreement which provides for traffic signal modifications at five (5) locations (Moorpark/Thornton, Parkmoor/Race, Park/Race, Curtner/Stone and Lucretia/Story) is recommended.

FISCAL IMPLICATIONS:

Sufficient funds have been included in the current (FY 83-84) budget (0023-6412-2893) to provide the estimated maximum County share cost of \$65,000.00 total for five (5) locations. The total estimated cost of the project is \$112,000.00.

REASONS FOR RECOMMENDATION:

Traffic signal modification at the specified locations has been warranted by the City of San Jose for these Joint Jurisdictional intersections. These projects are high on the City's Priority List.

BACKGROUND:

The subject agreement was prepared by the City of San Jose and forwarded the County for execution. This agreement has been approved by both the City Attorney and County Counsel's office.

APPROVED: *LM* DIRECTOR \_\_\_\_\_  
COUNTY EXECUTIVE \_\_\_\_\_

**ORIGINAL**

An Equal Opportunity Employer

*Clp*  
MAR 27 1984

DATE: March 8, 1984

COUNTY BOARD OF SUPERVISORS AGENDA DATE: March 27, 1984

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND  
THE COUNTY OF SANTA CLARA FOR THE MODIFICATION OF TRAFFIC  
CONTROL SIGNALS AND CHANNELIZATION AT FIVE (5) LOCATIONS

CONSEQUENCES OF NEGATIVE ACTION:

Warranted improvement of channelization and traffic control signals at the five (5) intersections would not be implemented.

STEPS FOLLOWING APPROVAL:

Execution of the agreement by the City of San Jose.

City of San Jose furnish project(s) final accounting to the County and adjust costs accordingly.

City of San Jose operate and maintain the traffic control signals.

LM:RJM:ai

Attachment

1984 MAR 10 10 10 AM

