

AGREEMENT OF THE CITY OF SAN JOSE AND  
THE COUNTY OF SANTA CLARA TO CONTROL  
TRAFFIC SIGNALS IN JOINT JURISDICTIONS.

This is an agreement between CITY OF SAN JOSE, a municipal corporation of the State of California, hereinafter called "City", and COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called "County".

WHEREAS, City and County desire to pay their proportionate share of the financial responsibility regarding traffic signals and safety lighting situated in streets of joint jurisdiction, or these systems (single or multiple) mutually agreed to be in the best interests of City and County. Whenever the term "traffic signal" is used, it shall include signal systems and safety lighting.

NOW, THEREFORE, in consideration of their mutual promises, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Whenever City annexes streets containing traffic signals which are controlled under this agreement, City shall henceforth assume the financial responsibility for such traffic signals in the proportion that the number of legs of city streets bears to the total number of streets legs approaching the signal or safety lighting. City and County shall maintain an accurate list of joint signals and jurisdictions through their respective traffic divisions.

2. County shall control the operation of all traffic signals hereunder on streets of joint jurisdiction until such time as more than one-half the number of legs of the streets approaching the signal have been annexed by City, at which time City shall assume control thereof. Such traffic signal, shall be under the control of the City or County, regardless of leg distribution, as is mutually agreed upon to be in the best interests of all parties. The controlling City or County shall pay all traffic signal energy charges of such signals directly to the public utility providing same. County and City shall pay their proportionate share of such

cc: Public Works

traffic signal energy based upon the formula contained in Paragraph 1 hereof, within thirty (30) days after billing until such time as the entire intersection is within the City.

3. Maintenance shall be vested with City or County having control of operation as detailed in Paragraph 2. The cost of rendered maintenance is determined as follows:

(a) For the servicing, maintenance and repair of traffic signals which have become worn or defective from normal use, a standard fee per month <sup>as mutually agreed upon by the parties</sup> for each lamp of the signal unit.

For those traffic signals set forth in the accurate list of joint traffic signals referred to in Paragraph 1 above, billing shall be on December 31st, and on June 30th, of each year of the term hereof, for the monthly servicing, maintenance and repair, and City and County shall pay their share thereto within thirty (30) days after receipt of bill.

(b) For the repair of traffic signals which have become damaged and defective by accidents, City or County shall calculate its costs for each such repair and shall bill accordingly immediately upon ascertainment thereof. Payment shall be within thirty (30) days after receipt of bill.

Where a traffic signal lies partly within both jurisdictions, the formula for the proration of such charges shall be as set forth in Paragraph 1 above.

4. It is understood and agreed that neither City nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of a negligent or wrongful act or omission 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 a negligent or wrongful act or

omission done by County under or in connection with any work, authority or jurisdiction delegated to County under this agreement.

It is further understood and agreed that neither County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of a negligent or wrongful act or omission done by City under or in connection with any work, authority or jurisdiction not delegated to County 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 810.3) occurring by reason of a negligent or wrongful act or omission done by City under or in connection with any work, authority or jurisdiction not delegated to County under this agreement.

5. This agreement shall take effect on the date of execution hereof and shall continue in force until one (1) year after said date of execution of this agreement, with the option to either party of extending the same for successive periods of one (1) year from the latter date on the same terms as those set forth herein unless either party shall notify the other party in writing at least sixty (60) days in advance of the date on which the agreement would otherwise expire that it does not desire to extend the agreement under said option, the option shall be deemed to have been exercised, and this contract shall automatically be extended for one (1) additional year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the following dates: County: APR 22 1969 and City: April 29, 1969.

APPROVED AS TO FORM:

Deputy City Attorney

ATTEST:

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

CITY OF SAN JOSE, a municipal corporation

By [Signature]  
Mayor

W. P. HAMANN  
And by Franklin D. Knofer Deputy  
City Manager "City"

APPROVED AS TO FORM:

[Signature]  
Assistant County Counsel

ATTEST: JEAN FULLAN, Clerk  
Board of Supervisors

Jean Fullan

COUNTY OF SANTA CLARA

[Signature]  
Chairman, Board of Supervisors

"County"

#3



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: April 14, 1969

FOR: BOARD OF SUPERVISORS AGENDA OF April 22, 19 69

FROM: STEFFANI, DESIGN, PUBLIC WORKS

TITLE: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA TO CONTROL TRAFFIC SIGNALS IN JOINT JURISDICTIONS

DESCRIPTION:

On January 14, 1963 the City of San Jose and the County of Santa Clara entered into an agreement providing that the City would provide maintenance service for certain traffic signals which were previously the County's responsibility. With the progress of the expressway program and the installation of other traffic signals, traffic signals that are County responsibility were being put into service well outside the influence of the City of San Jose. To service these traffic signals a County Signal Maintenance Shop was established. Now that the County can provide service for traffic signals the 1963 agreement should be revised to reflect the change in the County's maintenance capabilities.

The revised agreement provides for the City and County to pay their proportionate share of the financial responsibility regarding traffic signals and safety lighting where joint jurisdiction exists. Under the agreement the County would retain control of the operation and maintenance of all traffic signals on streets of joint jurisdiction until such time as more than one-half the number of legs of the streets approaching the intersection have been annexed by the City. At that time the City would assume control.

*Board's office has "Original" agmt.*  
*James T. Pott*

APPROVED: JAMES T. POTT  
JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: \_\_\_\_\_

ITEM NO: \_\_\_\_\_

BOARD ACTION \_\_\_\_\_

*lm*

APR 22 1969

TRANSMITTAL MEMORANDUM

DATE: April 14, 1969

DATE OF AGENDA: April 22, 1969

TITLE: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF  
SANTA CLARA TO CONTROL TRAFFIC SIGNALS IN JOINT JURISDICTIONS

Approval of the revised agreement is recommended.

After completion please return to:

City Clerk's Office, Rm. 408  
City of San Jose  
801 North First Street  
San Jose, California 95110

Attention: Judy Smith

ECS:RMS:vlh

attachments

# memorandum



TO	Director of Public Works	FROM	Clerk of the Board	
SUBJECT	Agreement to control traffic signals in joint jurisdictions		DATE	March 7, 1969

For your review and recommendation to the Board of Supervisors.

Please return all papers to this office.

Enclosures: Letter  
agreement  
resolution



CITY CLERK

CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

March 4, 1969

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

Attention: Jean Pullan, Clerk

AGREEMENT TO CONTROL TRAFFIC SIGNALS IN JOINT JURISDICTIONS

Enclosed is the original and one copy of the above captioned agreement. Certified copies of the pertaining resolution are attached.

After completion, please return to the attention of: Judy Smith, City Clerk's Office, Room 408, 801 N. 1st Street, San Jose, California 95110.

A fully executed copy will be returned to you for your files.

Sincerely,

ROY H. HUBBARD  
ASSISTANT CITY CLERK

By: Judy Smith  
Deputy City Clerk

Enc.

RECEIVED  
BOARD OF SUPERVISORS  
MAR 6 11 22 AM '69  
COUNTY OF  
SANTA CLARA

RESOLUTION no. 35126

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH SANTA CLARA COUNTY FOR CONTROL OF TRAFFIC SIGNALS IN JOINT JURISDICTION OF THE CITY OF SAN JOSE AND SAID COUNTY; AUTHORIZING THE CITY MANAGER AND DIRECTOR OF PUBLIC WORKS TO CARRY OUT THE TERMS AND PROVISIONS OF SAID AGREEMENT ON BEHALF OF THE CITY; AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO PAY TO THE COUNTY OF SANTA CLARA SUCH SUMS OF MONEY AS SHALL BECOME DUE SAID COUNTY UNDER THE AGREEMENT FROM MONEYS PROPERLY APPROPRIATED THEREFOR.

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

SECTION 1. The Mayor and City Manager are hereby authorized and directed to execute on behalf of the City of San Jose, that certain agreement between the City of San Jose, a municipal corporation of the State of California (hereinafter called "City"), and the County of Santa Clara, a political agency of the State of California (hereinafter called "County"), an agreement entitled, "Agreement of the City of San Jose and the County of Santa Clara to Control Traffic Signals in Joint Jurisdiction", form dated 2/3/69, a copy of which is on file in the office of the City Clerk and to which reference is hereby made for all of its terms and provisions.

This agreement provides, among other things, that whenever the City annexes County streets with intersections having traffic signals, the City shall assume the financial responsibility and cost for the maintenance of said signals in proportion to the number of legs the new city streets bear to the total number of street legs approaching the signal or traffic safety lighting.

The actual maintenance and control of the signals or safety lighting will vest in the County until such time as more than one-half of the street legs approaching the signalized intersection have been annexed by City; provided, however, by mutual agreement and where it is to the best interest of both jurisdictions, either City or County may maintain and control the intersection signalization but subject to reimbursement of the cost of maintenance and repair in

proportion to the ownership of street legs approaching the signalized intersection.

Billing and invoicing for the cost of regular maintenance of the traffic signalization subject to the agreement shall be based on the present standard fee per lamp of the signals and shall be made on December 31st and June 30th of each year. Invoicing and billing for repairs caused for any reason other than normal usage shall be made immediately upon ascertainment of the cost of the repair. Payment of all the invoiced amount shall be made within thirty (30) days after receipt thereof.

Accurate records of street intersections and traffic control systems located thereat shall be maintained by the City and County traffic divisions.

SECTION 2. The City Manager and the Director of Public Works are hereby authorized to carry out the terms and provisions of said agreement on behalf of the City and the Director of Public Works is hereby authorized to expend such sums of money as shall become due the County under the terms and provisions of said agreement from moneys properly appropriated therefor.

ADOPTED this 3rd day of March, 1969, by the following vote:

AYES: Councilmen - Colla, Lisher, Miller, Shaffer, Solari and Mineta  
NOES: Councilmen - None  
ABSENT: Councilmen - James

ATTEST:

\_\_\_\_\_  
Vice-Mayor  
Norman Y. Mineta

\_\_\_\_\_  
City Clerk  
Francis L. Greiner

**The foregoing instrument is a  
correct copy of the original  
on file in this office.**

Attest: *March 4, 1969*

**FRANCIS L. GREINER**

City Clerk of the City of San Jose,  
County of Santa Clara, State of California.

For: *Judith C. Smith* Deputy



CITY CLERK

CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

May 1, 1969

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

Attention: Jean Pullan, Clerk

Gentlemen:

Enclosed is an executed copy of Agreement to Control Traffic

Signals in Joint Jurisdictions

for your files.

Sincerely,

ROY H. HUBBARD  
ASSISTANT CITY CLERK

By: *Judith C. Smith*  
Deputy City Clerk

Enc.

RECEIVED  
BOARD OF SUPERVISORS

MAY 2 11 28 AM '69

COUNTY OF  
SANTA CLARA

*Roads Costs & Costs  
Cost Sharing - Traffic Signals  
S J City*

April 22, 1969

City Clerk's Office, Room 408  
City of San Jose  
801 North First Street  
San Jose, California 95110

Attention: Judy Smith

Subject: Agreement with City of San Jose  
For Control Traffic Signals in Joint Jurisdictions

Dear Miss Smith:

Enclosed you will find an original and 1 copies of an agreement between the County of Santa Clara and the party (ies) named above. The Board of Supervisors at its regularly scheduled meeting on April 22, 1969 authorized its Chairman to execute this agreement on behalf of the County.

After execution of all copies, we would appreciate your returning 1 copy (ies) to this office.

Very truly yours,

JEAN PULLAN, Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk

JP: jm  
Encls.  
cc: Public Works

No. 1

WHITE --- Controller  
CANARY --- County Executive  
PINK --- Central Service or  
GOLD. ROD --- County Engineer  
GREEN --- File

No. \_\_\_\_\_

JOB No. \_\_\_\_\_

Change Order No. \_\_\_\_\_

3.

BOARD OF SUPERVISORS  
SANTA CLARA COUNTY

DATE April 22, 1969

**agreement**

The following ~~contract was awarded to~~ **agreement** was approved by the Board of Supervisors at a meeting held:

April 22 \_\_\_\_\_, 1969

Project to be charged Agreement of the City of San Jose and the  
County of Santa Clara to Control Traffic Signals in  
Joint Jurisdictions.

For the amount of \$ As per Agreement attached.

Contractor \_\_\_\_\_

Completion Date \_\_\_\_\_

Budget Item \_\_\_\_\_ (for Controller's use)

\_\_\_\_\_  
JEAN PULLAN  
Clerk of the Board