

Hand # 9 3/29/83
NOTICE
Please return this document to the Board of Supervisors, Santa Clara County, 70W. Hedding St., San Jose, Calif. 95110. We shall provide County departments involved with conformed copies. Thank you. Clerk, Board of Supervisors 6126

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR MODIFICATION OF TRAFFIC CONTROL SIGNALS AND CHANNELIZATION AT SIX (6) LOCATIONS AND FOR THE SHARING OF CERTAIN COSTS THEREOF

MAR 29 1983

THIS AGREEMENT, made and entered into this _____ day of _____,

1983, 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. Bollinger Road and Johnson Avenue, (hereinafter referred to as "Project A");
2. Meridian Avenue and Minnesota Avenue, (hereinafter referred to as "Project B");
3. Meridian Avenue and Hamilton Avenue, (hereinafter referred to as "Project C");
4. Auzerais Avenue and Meridian Avenue, (hereinafter referred to as "Project D");
5. Auzerais Avenue and Lincoln Avenue, (hereinafter referred to as "Project E");
6. Meridian Avenue and Parkmoor Avenue, (hereinafter referred to as "Project F").

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.

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 and 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

Gave two original copies to Richard McBeth on 4/11-83; He was hand carrying them to the City of San Jose, Upon return of document it will have to be signed by Zoe Lofgren. Sent one copy to County Counsel & sent one copy to Richard McBeth of Transportation Development 4/12/83 Sent one copy of Agreement & 3128 to Controller 4/12/83

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":	50.00%
"Project B":	25.00%
"Project C":	12.50%
"Project D":	16.67%
"Project E":	12.50%
"Project F":	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 Sixty-Five Thousand Dollars (\$65,000.00), 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":	\$28,000
"Project B":	\$ 7,000
"Project C":	\$17,000
"Project D":	\$ 5,500
"Project E":	\$ 4,000
"Project F":	\$ 3,500

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. It is understood that the projects mentioned herein may be included within construction contracts embracing additional work to which County may not be contributing.

7. Maximum County Participation: County's share of construction costs shall not exceed a total of One Hundred Thousand Dollars (\$100,000.00).

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 One Hundred Thousand Dollars (\$100,000.00) 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, 1983 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:

Harvey E. Levine
Harvey E. Levine
Assistant City Attorney

ATTEST:

Helen E. Jackson
Helen E. Jackson, City Clerk

CITY OF SAN JOSE, a municipal corporation

By Thomas McEnery
Thomas McEnery, Mayor
"City"

APPROVED AS TO FORM:

Harbert L. Larson
Harbert L. Larson
County Counsel

ATTEST:

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

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

By Zoe Lotgren
Chairperson, pro tempore
Zoe Lotgren
"County"
MAR 29 1983



MEMBERS OF THE BOARD
SUSANNE WILSON
ZOE LOFGREN
THOMAS L. LEGAN
ROD DIRIDON
REBECCA O. MORGAN

BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA
COUNTY GOVERNMENT CENTER, EAST WING
70 WEST HEDDING ST. / SAN JOSE, CALIFORNIA 95110 / 299-2323

DONALD M. RAINS
CLERK/BOARD OF SUPERVISORS
TELEPHONE 299-4321

May 5, 1983

Helen E. Jackson
City Clerk
City of San Jose
801 N. First Street
San Jose, CA 95112

Subject: Agreement Between The City Of San Jose And The County Of
Santa Clara For Modification Of Traffic Control Signals
And Channelization At Six Locations And For The Sharing
Of Certain Costs Thereof

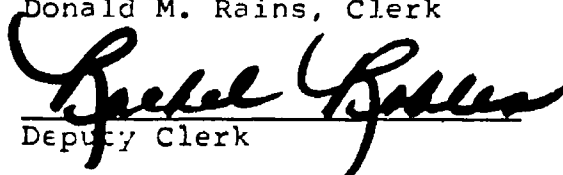
Dear Ms. Jackson:

Enclosed you will find a fully executed copy of the subject agree-
ment between the County of Santa Clara and the party named above.
The Board of Supervisors at its regularly scheduled meeting on
March 29, 1983 approved this agreement on behalf of the County.

The enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk


Deputy Clerk

DMR:rr
Enclosure

No.

Job No.

Change Order No.

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE April 12, 1983

AGREEMENT

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

..... March 29, 19 83

Project to be charged AGREEMENT BETWEEN CITY OF SAN JOSE FOR
MODIFICATION OF TRAFFIC CONTROL SIGNALS & CHANNELIZATION AT
6 LOCATIONS & FOR THE SHARING OF CERTAIN COSTS THEREOF
For the amount of \$ NOT TO EXCEED \$1,000.00.00

Contractor CITY OF SAN JOSE

Completion Date

Budget Item

(for Controller's use)

Donald M. Rains

Donald M. Rains

Clerk of the Board

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

California

ORIGINAL

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

TRANSMITTAL MEMORANDUM

S.D. _____

Page 1 of 2

DATE: March 11, 1983

COUNTY BOARD OF SUPERVISORS: Agenda Date March 29, 1983 Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: LM LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR MODIFICATION OF TRAFFIC CONTROL SIGNALS AND CHANNELIZATION AT SIX (6) LOCATIONS AND FOR THE SHARING OF CERTAIN COSTS THEREOF

RECOMMENDED ACTION:

Approval of the attached City of San Jose/County of Santa Clara Cost Sharing Agreement which provides for traffic signal modifications at six (6) locations (Bollinger/Johnson, Meridian/Minnesota, Meridian/Hamilton, Auzerais/Meridian, Auzerais/Lincoln and Meridian/Parkmoor is recommended.

FISCAL IMPLICATIONS:

Sufficient funds have been included in the current (FY 82-83) budget (0023-6412-2893) to provide the estimated maximum County share cost of \$100,000.00 for all six (6) projects.

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 to the County for execution. This agreement has been "Approved as to Form" by both the City Attorney and County Counsel's Office.

APPROVED: DIRECTOR LM
COUNTY EXECUTIVE _____

DATE: March 11, 1983

COUNTY BOARD OF SUPERVISORS AGENDA DATE: March 29, 1983

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE CITY OF SNA JOSE AND THE COUNTY OF SANTA CLARA FOR MODIFICATION OF TRAFFIC CONTROL SIGNALS AND CHANNELIZATION AT SIX (6) LOCATIONS AND FOR THE SHARING OF CERTAIN COSTS THEREOF

CONSEQUENCES OF NEGATIVE ACTION:

Warranted improvement of channelization and traffic control signals at the six (6) intersections would not be implemented.

STEPS FOLLOWING APPROVAL:

Execution of the agreement by the City of San Jose.

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

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

RJM:lp

