

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
Rodney J. Diridon, District 4
Geraldine F. Steinberg, District 5

April 8, 1980

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

Attention: Gary Thompson

Cost Sharing
Subject: Agreement with City of San Jose
for Installation of Traffic Control Signals
and Traffic Signal Modifications at Four
Locations

Enclosed you will find an original and three 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 March 24, 1980
authorized execution of this agreement on behalf of the
County.

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

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

Deputy Clerk

DMR: vas
Encls.
CC: Transportation Agency

Item M-6
3/24/80

No.

JOB No.

Change Order No.

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE April 8, 1980

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

..... March 24, 19 80

~~Project to be charged~~ Cost Sharing Agreement with City of San Jose
for installation of traffic control signals and traffic signal
modifications at four locations

For the amount of \$ 25,500

City of San Jose, City Hall, 801 North First
Contractor Street, San Jose 95110

Completion Date none given

Budget Item ---- (for Controller's use)

Donald M. Rains

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

vas

WHITE ----- CONTROLLER
CANARY -- FILE
PINK
GREEN - BOB

California



TRANSMITTAL MEMORANDUM

S.D. 1 & 2

Page 1 of 2

DATE: March 10, 1980

COUNTY BOARD OF SUPERVISORS: Agenda Date March 24, 1980 Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: *LM* LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (4) LOCATIONS (UNION/CAMDEN, UNION/WOODARD, BASCOM/CURTNER AND CAMDEN/LEIGH)

Approval of the attached City of San Jose/County of Santa Clara Cost Sharing Agreement which provides for the installation of traffic control signals and traffic signal modifications at four locations (Union/Camden, Union/Woodard, Bascom/Curtner and Camden/Leigh) is recommended.

Subsequent approval of the subject agreement by the City of San Jose will provide for the sharing of costs attributable to the City of San Jose administered FAU projects for the installation/modification of traffic signals at the four designated intersections.

Sufficient funds have been included in the current County Budget Account Number 893-162 (Highway Signals) to provide the estimated County share cost of \$25,500 for all four (4) projects. The total estimated costs for the projects are as follows:

<u>Project</u>	<u>Intersection</u>	<u>County</u>	<u>City</u>	
A	Union/Camden	\$10,000	\$30,000	\$40,000
B	Union/Woodard	\$ 5,500	\$11,000	\$16,500
C	Bascom/Curtner	\$ 2,500	\$ 7,500	\$10,000
D	Camden/Leigh	\$ 7,500	\$22,500	\$30,000
Totals		\$25,500	\$71,000	\$96,500

APPROVED: DIRECTOR *LM*
COUNTY EXECUTIVE _____

LM
MAR 24 1980

DATE: March 10, 1980

COUNTY BOARD OF SUPERVISORS AGENDA DATE: March 24, 1980

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 INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (4) LOCATIONS (UNION/CAMDEN, UNION/WOODARD, BASCOM/CURTNER AND CAMDEN/LEIGH)

Reason for Recommendation

Traffic signal installation and/or modification at the specified locations have been warranted by the City for these joint jurisdiction 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 the County Counsel's office.

Consequences of Negative Action

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

Steps following Approval

Execution of the agreement by the City of San Jose.

The City will award and administer the project construction contract(s).

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

LM:ARM:vlt

attachments

SUPERVISORY DISTRICT
1 & 2

PROJECT "B"
UNION / WOODARD

PROJECT "C"
BASCOM / CURTNER

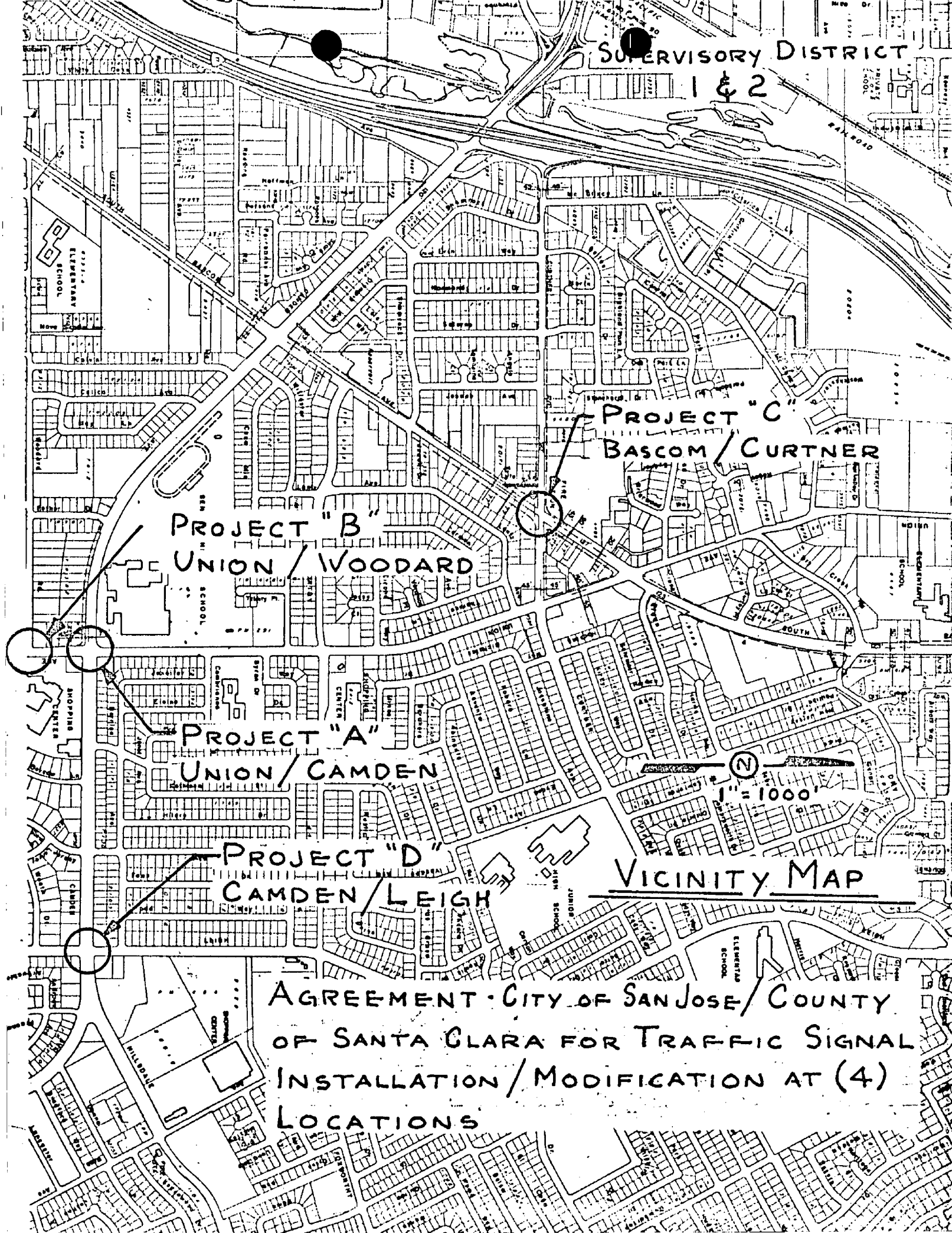
PROJECT "A"
UNION / CAMDEN

PROJECT "D"
CAMDEN / LEIGH

VICINITY MAP

1" = 1000'

AGREEMENT - CITY OF SAN JOSE / COUNTY
OF SANTA CLARA FOR TRAFFIC SIGNAL
INSTALLATION / MODIFICATION AT (4)
LOCATIONS



AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT (4) LOCATIONS, AND FOR THE SHARING OF CERTAIN COSTS THEREOF.

AGREEMENT, made and entered into this 14th day of May, 1980, by and 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 subdivision of the State of California (hereinafter called "County").

W I T N E S S E T H:

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

- A. Union Avenue and Camden Avenue, which is twenty-five percent (25%) in the County and seventy-five percent (75%) in the City (hereinafter referred to as "Project A").
- B. Union Avenue and Woodard Road, which is thirty-three and one-third percent (33-1/3%) in the County and sixty-six and two-thirds percent (66-2/3%) in the City (hereinafter referred to as "Project B").
- C. Bascom Avenue and Curtner Avenue, which is twenty-five percent (25%) in the County and seventy-five percent (75%) in the City (hereinafter referred to as "Project C").
- D. Camden Avenue and Leigh Avenue, which is twenty-five percent (25%) in the County and seventy-five percent (75%) in the City (hereinafter referred to as "Project D").

WHEREAS, it is in the best interest of orderly and economic construction practices to complete said projects under an agreement between County and City, providing for a construction contract or contracts for said projects to be 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 do hereby agree as follows:

1. Scope of Projects. The scope of said projects consists of the necessary channelization and modification of traffic signals.
2. Public Hearings and Environmental Statements. City shall conduct all public hearings and shall prepare all environmental statements that may be required for the said projects by existing legislation.
3. Plans, Specifications and Estimates. City shall prepare or cause to be prepared, separate plans, specifications and estimates for each said Project(s) and shall submit said plans, specifications and estimates to County for County's approval.
4. Sharing of Costs. County agrees to pay for a portion of the total

NOTICE
 Please return this document to the Board of Supervisors, Santa Clara County, 550 W. Hedding St., San Jose, Calif. 95110. We shall provide County departments involved with conformed copies. Thank you. Clerk, Board of Supervisors

Atk: City of San Jose cc: Transportation, Finance (via Ramap), Counsel

construction costs of each of said projects as follows:

Project A	25%
Project B	33-1/3%
Project C	25%
Project D	25%

It is contemplated that Federal Aid Urban (FAU) funds will become available for the construction of the project, and it is understood and agreed that County FAU funds received by City, as the administering agency for construction of said projects, will be returned to County within Thirty (30) days of receipt of said funds by City.

5. Prepayment. Upon approval of plans and specifications by County of a particular project, County shall pay to City its estimated share of the construction cost. The County estimated share of each project is as follows:

	<u>County Estimated Share</u>
Project A	\$10,000
Project B	5,500
Project C	2,500
Project D	7,500

If the final accounting of the project indicates the prepayment received by City from County exceeds the County's share of the construction costs, as set forth in Paragraph 4, the City shall return the difference to County. If the final accounting indicates the prepayment is less than the County's share, County shall forthwith pay City the difference.

6. Award of Contract. After County has approved the separate plans and specifications for a particular project, City shall, subject to the provisions of paragraphs 7, 14, 16 and 17 hereof, advertise for bids for construction of said project, award a separate contract therefor, and supervise the construction thereof to completion. It is understood that each of the projects mentioned herein may be included within construction contracts embracing additional work to which County may not be contributing.
7. Maximum County Participation. County's share of construction costs shall not exceed the amounts shown for said projects as follows:

Project A	\$12,500
Project B	7,000
Project C	4,000
Project D	9,500

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

8. Liability Insurance. City agrees to require any contractor engaged to perform any of said projects to take out and maintain in full force and effect, during the construction of any project, for which he is so engaged, and until the acceptance of said project by City, a policy of public liability and property damage insurance insuring City, its officers and employees, and County, its officers and employees from and against any loss, cost or expense arising out of or in any way connected with the construction of said project. The terms, provisions and conditions of such policy shall be those which City normally requires in connection with the type of construction contemplated for said projects; provided, however, that City agrees to require such contractor to name County, its officers and employees, as co-insured on such policy.

9. 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 a particular project, excluding land acquisition costs and 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.
10. Final Accounting. Upon completion of a particular project, City shall pay the final construction costs of said project and shall prepare and furnish to County a final accounting of the total costs of said project. Said accounting shall show the final construction costs of said project in its entirety.
11. Adjustment of Costs. It is mutually understood and agreed that upon completion of the project and final allocation of costs as provided for herein, and upon receipt thereof by City of FAU funds for the project, the City shall, within 30 days from its receipt of FAU funds, reimburse the County its FAU funds.
12. 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 according to the percentage within each jurisdiction, pursuant to existing operation and maintenance agreement; or, if none exists, then according to the percentage in this present agreement.
13. Annexation. In the event any portion of the area within the limits of a particular project is annexed to San Jose before date of advertising of said project by City, County's share of the "total construction costs" shall be decreased in proportion to the extent of said project lying within the territory annexed.
14. 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. County hereby gives extraterritorial powers to City for that land project located within County.
15. 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.
16. Termination. In the event that a contract for the construction of a particular project is not awarded prior to June 30, 1981, the terms of this contract shall be void with respect to said project, and any sums paid by

County to City, pursuant to paragraph 5 herein, with respect to said project shall be forthwith refunded, except that City's accrued costs for said project, if any, shall be deducted from such sum to be refunded to County according to the respective sharing of costs as provided in paragraph 4.

- 17. Deletion of Projects. If a particular project does not obtain FAU funds for construction costs, said project may be deleted from this agreement at the option of either City or County, and in such instance, City and County shall share the actual accrued costs up to the date of deletion of said project according to the respective sharing of costs as provided in paragraph 4.
- 18. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of

MAR 24 1980

ATTEST: Francis L. Greiner

"CITY"
CITY OF SAN JOSE, a municipal Corporation

By Helen E. Jackson MAY 14 1980
Helen E. Jackson
ACTING CITY CLERK

APPROVED AS TO FORM:

Donald M. Rains

Deputy City Attorney

Donald M. Rains

ATTEST: DONALD M. RAINS, Clerk
Board of Supervisors

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

By Alan McGinnis
Chairperson Board of Supervisors
MAR 24 1980

APPROVED AS TO FORM:

County Counsel

ant. County Counsel
3-7-80