

August 26, 1968

Attn: Mrs. J. Smith
City Clerk's Office
City of San Jose
801 North First Street, Room 408
San Jose, California

Subject: Agreement for Payment of Costs of Signalization
on Union Avenue at the Parker Elementary School
#

Dear Mrs. Smith:

Enclosed are two fully executed copies of the captioned agreement authorized by the Board of Supervisors at its meeting on August 26, 1968.

We are transmitting a fully executed copy to the Union School District.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP:kb
Encl. (2)
CC: Public Works Dept. (w/Agmt)

August 26, 1968

Mr. E. E. Stevens
Business Manager
Union School District
5175 Union Avenue
San Jose 24, California

Subject: Agreement between the County of Santa Clara,
the City of San Jose, and the Union School
District for Payment of Costs of Signalization
on Union Avenue at the Parker Elementary School

Dear Mr. Stevens:

Enclosed is a fully executed copy of the captioned agree-
ment authorized by the Board of Supervisors at its meeting
on August 26, 1968. Fully executed copies have also been
transmitted to the City of San Jose.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP:kb
Encl. (1)
CC: Public Works Dept. (w/Agmt)

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

No.

Job No.

Change Order No.

#5

BOARD OF SUPERVISORS
SANTA CLARA COUNTY

DATE **August 26, 1968**

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

..... **August 26**, 19**68**

Project to be charged **Agreement for Payment of Costs of Signalization on Union Avenue at the Parker Elementary School**

For the amount of \$ **As per Agreement attached**

Contractor

Completion Date

Budget Item, (for Controller's use)

.....
JEAN PULLAN
Clerk of the Board



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: August 16, 1968

FOR: BOARD OF SUPERVISORS AGENDA OF August 26, 19 68

FROM: STEFFANI, Public Works, Traffic

TITLE: AGREEMENT FOR JOINT PARTICIPATION IN THE CONSTRUCTION OF A TRAFFIC SIGNAL ON UNION AVENUE AT THE PARKER SCHOOL

DESCRIPTION:

The Union School District requested, by letter dated 1/26/68, that pedestrian traffic signals be installed on Union Avenue adjacent to Parker School. The traffic division has conducted a study of the school crossing and the results indicate that a mid-block pedestrian traffic signal is warranted.

The attached agreement, prepared in accordance with the provisions of the Vehicle Code of the State of California, provides for the construction of a pedestrian signal on Union Avenue at the Parker School. The Vehicle Code provides for 50% participation by the school. Responsibility in the roadway is shared, jointly, with the City of San Jose. The attached agreement provides for a contribution of 25% by the County of Santa Clara. It is estimated that County's contribution will be approximately \$2,000.

This agreement will terminate the County's responsibility for any future participation in an adult crossing guard.

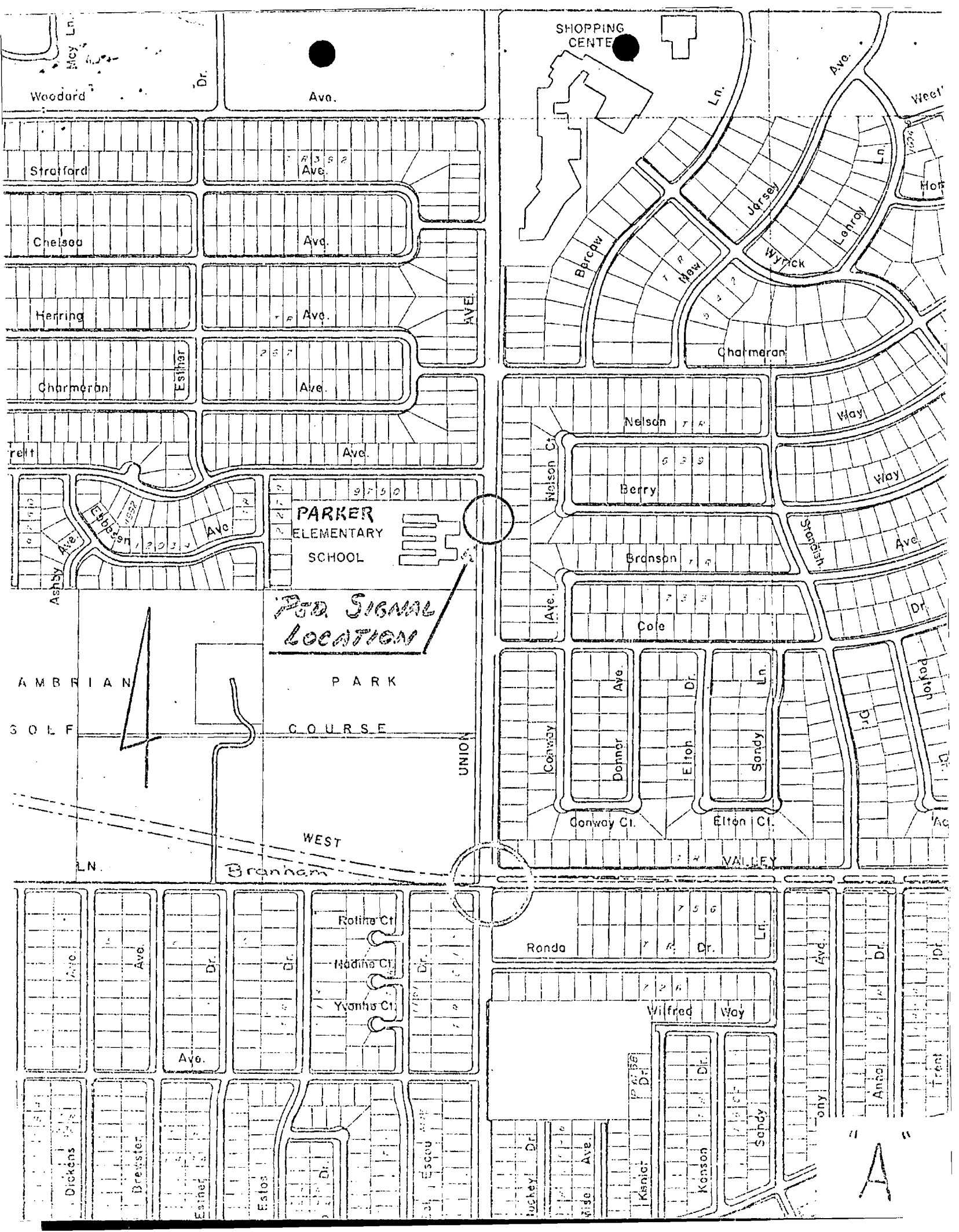
Approval is recommended.

ECS:ee
Attachments:

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

<u>AGENDA DATA</u>	
DATE:	_____
ITEM NO:	_____
BOARD ACTION	_____

AUG 26 1968 *B*



SHOPPING CENTER

Ave.

Woodard Dr.

Stratford

Ave.

Chelsea

Ave.

Herring

Ave.

Charmeran

Esther

Ave.

reft

Ave.

PARKER ELEMENTARY SCHOOL

FSD SIGNAL LOCATION

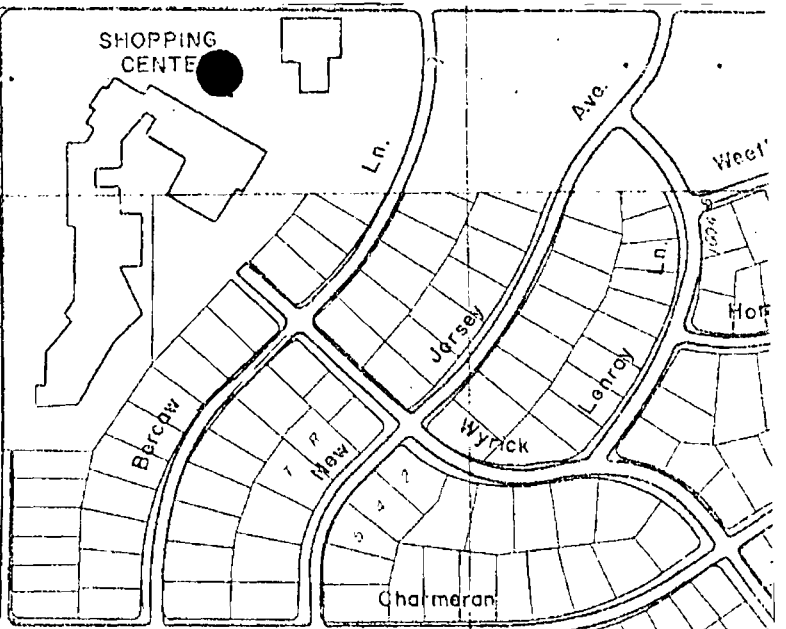
AMBRIAN GOLF COURSE

PARK COURSE

UNION

WEST Brannham Ln.

Ave.



Nelson Cr.

Nelson

Berry

Bronson

Cole

Conway

Donnor Ave.

Elton Dr.

Sandy Ln.

Conway Ct.

Elton Ct.

Spanish Ave.

Dr.

Dr.

Dr.

Dr.

Dr.

Ave.

Ave.

Dr.

Dr.

Rotina Ct.

Madina Ct.

Yvanis Ct.

Dr.

Dr.

Ronda

Dr.

Wilfred Way

Dickens

Brewster

Esther

Estos

Dr.

Escou

Luckey Dr.

Rise Ave.

Kanick Dr.

Kanson

Sandy

Lonny Ave.

Anco Dr.

Front Dr.

A



CITY CLERK

CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

August 8, 1968

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

Attention: Jean Pullan, Clerk

AGREEMENT FOR PAYMENT OF COSTS OF SIGNALIZATION ON UNION AVENUE AT THE
BARKER ELEMENTARY SCHOOL

Enclosed, for execution, are four copies of the above captioned agreement.

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

Sincerely,

Roy H. Hubbard

ROY H. HUBBARD
ASSISTANT CITY CLERK

By: Mrs. J. Smith
Deputy City Clerk

Enc. 4

RECEIVED
PUBLIC WORKS
AUG 12 1 34 PM '68
COUNTY OF
SANTA CLARA

RECEIVED
BOARD OF SUPERVISORS
AUG 12 8 59 AM '68
COUNTY OF
SANTA CLARA

RECEIVED
DEPT. OF PUBLIC WORKS
AUG 12 1968
COUNTY ENGINEER

UNION SCHOOL DISTRICT

5175 UNION AVENUE, SAN JOSE 24, CALIFORNIA
PHONE 377-8010

BERKELEY MATHEWS
DISTRICT SUPERINTENDENT

BOARD OF TRUSTEES
JONATHAN D. BAKER
LOUIS K. TOWNER
R. A. MIRASSOU
WILLIAM W. MOORE
W. J. STOCKDALE

January 26, 1968

*Union Ave
J.C.*

Mr. Robert G. Gadd
County Traffic Engineer
Santa Clara County Dept. of Public Works
Traffic Division
20 West Hedding Street, Room 125
San Jose, California

Dear Mr. Gadd:

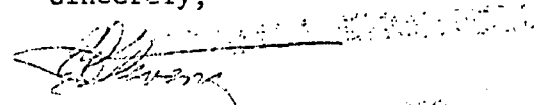
The Governing Board of the Union School District has been requested to do everything possible to assist in obtaining a safe crossing for the children attending the Parker School located at 4455 Union Avenue.

We feel certain that you are aware of the traffic conditions presently existing on Union Avenue between Camden Avenue and Branham Lane. The fact that in our concern for this problem that we have been joined by nearly 300 people residing in the area who have petitioned our Board as well as the County Board of Supervisors and the City Council to take action in this matter, impels us to urge your every cooperation in this matter.

An item in this morning's San Jose Mercury states that a joint undertaking by the City of Cupertino and the County to provide signals in the Cupertino School District has been arranged. Is it possible that something along these same lines may be done for the Parker School problem?

Please give this matter your early consideration. We will hope for a favorable solution to our problem. Thank you!

Sincerely,



E. E. Stevens
Business Manager

EES:bl
cc: Mr. Sig Sanchez

AGREEMENT FOR PAYMENT OF COSTS
OF SIGNALIZATION ON UNION AVENUE
AT THE PARKER ELEMENTARY SCHOOL

WHEREAS, The County of Santa Clara, the City of San Jose, and the Union School District of Santa Clara County have determined that the installation of pedestrian traffic signals is required on Union Avenue at the Parker Elementary School to provide for the orderly movement of pedestrian and vehicular traffic; and

WHEREAS, the County of Santa Clara, the City of San Jose, and the Union School District of Santa Clara County do desire to cause pedestrian traffic signals to be constructed at the above mentioned location in lieu of all other traffic control measures; and

WHEREAS, the County of Santa Clara, the City of San Jose, and the Union School District of Santa Clara County do desire to jointly participate in the payment of costs for the signals to be constructed at the above mentioned location;

NOW, THEREFORE, the County of Santa Clara, the City of San Jose, and the Union School District of Santa Clara County hereby agree that:

The County of Santa Clara shall proceed with diligence to prepare plans and specifications for the installation of pedestrian traffic signals at the above mentioned location; and

Upon completion of the plans and specifications the County of Santa Clara shall advertise for bids for the construction of the before mentioned pedestrian traffic signals, award a contract therefor, and supervise the construction thereof to completion;

Within 60 days after approval of this agreement by the Union School District of Santa Clara County, Union School District of Santa Clara County shall pay to the County of Santa Clara the sum of Four Thousand Dollars (\$4,000.00), which is 50% of the amount estimated by the County of Santa Clara to be the construction cost of the pedestrian traffic signals to be constructed at the aforementioned location.

Within 60 days after approval of this agreement by the City of San Jose, the City of San Jose shall pay to the County of Santa Clara the sum of Two Thousand Dollars (\$2,000.00), which is 25% of the amount estimated by the County of Santa Clara to be the construction cost of the pedestrian traffic signals to be constructed at the aforementioned location.

As used in this agreement, the term "construction cost" of said pedestrian traffic signals shall mean the sum total of all the costs incurred and expenditures made by the County of Santa Clara, including but not limited to engineering costs and expenses, costs and expenses of preparing plans and specifications, costs and expenses for inspection, publication, advertising and printing, cost of the construction contract awarded by the County of Santa Clara, and cost of all materials not included in the contract price of said construction contract.

Upon completion of said construction, the County of Santa Clara shall pay the cost of the construction contract awarded by the County of Santa Clara for the construction of said pedestrian traffic signals and cost of extra work authorized by the County of Santa Clara, to its contractor, and shall thereafter prepare and furnish to the City of San Jose and the Union School District of Santa Clara County a final accounting of said construction cost. Said accounting shall show the final construction cost for said project in its entirety.

In the event said accounting shows that fifty percent (50%) of the final construction cost is less than the sum advanced by the Union School District of Santa Clara County to the County of Santa Clara, the County of Santa Clara shall refund to the Union School District of Santa Clara County the difference between the sum of \$4,000.00 and 50% of the final construction cost. In the event said accounting shows that 50% of the final construction cost is more than the sum advanced by the Union School District of Santa

Clara County to the County of Santa Clara, no additional sum shall be paid by Union School District of Santa Clara County to the County of Santa Clara.

In the event said accounting shows that twenty-five percent (25%) of the final construction cost is less than the sum advanced by the City of San Jose to the County of Santa Clara, the County of Santa Clara shall refund to the City of San Jose the difference between the sum of \$2,000.00 and 25% of the final construction cost. In the event said accounting shows that 25% of the final construction cost is more than the sum advanced by the City of San Jose to the County of Santa Clara, no additional sum shall be paid by the City of San Jose to the County of Santa Clara.

The cost of maintenance of such signals is to be borne equally by City and County, except that such maintenance cost responsibility shall be in accordance with existing contracts between City and County relating to costs of signal maintenance upon annexation.

The County of Santa Clara shall require the contractor performing the work hereunder to take out and maintain in force at all times during construction of the work, public liability and property damage insurance in form and limits of liability acceptable to the County of Santa Clara, the City of San Jose and the Union School District of Santa Clara County insuring the County of Santa Clara, the City of San Jose and the Union School District of Santa Clara County and their respective employees and officers against

all liability, loss, cost and expense arising out of or in any way connected with the construction of the work hereunder.

IN WITNESS WHEREOF, the County of Santa Clara, the City of San Jose and Union School District of Santa Clara County have

executed this Agreement on AUG 26 1968

COUNTY OF SANTA CLARA

By *R. H. Meiburn*
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Jean Pullan

CITY OF SAN JOSE

By *A. P. Hamaker*
Mayor

And By *Franklin D. Imopler*
City Manager Deputy

ATTEST:

FRANCIS L. GREINER

By *Francis L. Greiner*
City Clerk Deputy

UNION SCHOOL DISTRICT OF
SANTA CLARA COUNTY

W. W. Moore
Chairman, Board of Education

APPROVED AS TO FORM:

See B
Assistant County Counsel

Date: Aug 17, 1968

RESOLUTION NO. 33681

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING EXECUTION OF AGREEMENT WITH COUNTY OF SANTA CLARA AND UNION SCHOOL DISTRICT FOR PARTICIPATION IN CONSTRUCTION AND MAINTENANCE OF PEDESTRIAN CROSSING SIGNALS ON UNION AVENUE AT PARKER SCHOOL.

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

That the Mayor and City Manager are hereby authorized and directed to execute on behalf of the City of San Jose that certain agreement form dated 6/28/68 and entitled "Agreement for Payment of Costs of Signallization on Union Avenue at the Parker Elementary School," a copy of which is on file in the office of the City Clerk, and wherein the County of Santa Clara agrees to prepare plans and specifications for and construct pedestrian traffic signals across Union Avenue at Parker Elementary School.

Union School District agrees to pay \$4,000 for the cost of such construction and the City agrees to pay \$2,000 within 60 days hereof toward the construction of said signals and 50% of the maintenance cost of said signals.

The County of Santa Clara agrees to award a contract for construction of the said signals and to bear the excess cost thereof in excess of the \$6,000 which is to be paid by the School District and City.

The above sum of \$2,000 is authorized to be paid within 60 days from the date of execution hereof to the County of Santa Clara from funds previously appropriated for capital improvements by Section 12.4A of Ordinance 14201 as amended, from the 1966 Traffic Improvement Bond Fund.

ADOPTED this 15th day of July, 1968, by the following vote:

AYES: Councilmen - Miller, Mineta, Shaffer, Solari, Welch, James.

NOES: Councilmen - None.

ABSENT: Councilmen - Colla.

ATTEST: Francis L. Greiner
City Clerk

Ronald R. James
Mayor
Ronald R. James

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

Attest: August 8, 1968
FRANCIS L. GREINER
City Clerk of the City of San Jose,
County of Santa Clara, State of California.
By: Judith C. Smith Deputy