

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND THE CITY OF PALO ALTO RELATING TO THE
INSTALLATION AND MODIFICATION OF SIGNALS AT
MIRANDA AVENUE AND HILLVIEW AVENUE AT
FOOTHILL EXPRESSWAY AND MIRANDA AVENUE AND
ARASTRADERO ROAD AT FOOTHILL EXPRESSWAY

THIS AGREEMENT, made and entered into this 10th day of
October, 1980, by and between the CITY OF PALO ALTO,
a municipal corporation in the State of California, hereinafter
referred to as "City," and the COUNTY OF SANTA CLARA, a political
subdivision of the State of California, hereinafter referred to
as "County";

W I T N E S S E T H:

WHEREAS, it is in the public interest to install traffic
signals at the intersection of Miranda Avenue and Hillview Avenue,
and Miranda Avenue and Arastradero Road, which intersections are
totally within the jurisdiction of the City of Palo Alto, and to
make certain modifications to the traffic signals at the inter-
section of Hillview Avenue and Foothill Expressway, and Arastra-
dero Road and Foothill Expressway, which intersections are totally
within the jurisdiction of the County of Santa Clara; and

WHEREAS, it is in the best interest of orderly and economic
construction practices to complete said project through joint
action of CITY and COUNTY and under a single contract, awarded
and administered by CITY.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this agreement is to provide
for contracts for the installation and modification of traffic
signals at Hillview Avenue and Foothill Expressway, Hillview
Avenue and Miranda Avenue, Arastradero Road and Foothill Express-
way, and Arastradero Road and Miranda Avenue. The scope of this
agreement is only to designate the CITY as the administrator of
the construction contract and to set forth the rights and respon-
sibilities of the parties with respect to that administration.
This agreement does not set out the terms and conditions of the
construction contract, but leaves that to be set forth in the
agreement with the contractor who will construct the traffic
signals.

2. SCOPE OF PROJECT. The scope of said project consists
of the modifying of traffic signals at the intersections of
Hillview Avenue and Foothill Expressway, and Arastradero Road
and Foothill Expressway, and installing traffic signals at the
intersection of Hillview Avenue and Miranda Avenue, and Arastra-
dero Road and Miranda Avenue, plus channelization work necessary
due to the signal modification and installation.

3. RESPONSIBILITIES FOR PAYMENT OF CONTRACT. The contract
made with the contractor to install and modify the above-mentioned
traffic signals will designate responsibility for payment as
follows:

(a) CITY will be wholly responsible for payment of the
improvements made under this agreement.

cc: Transportation/Rel Ops, Council
AK: City of Palo Alto

(B) COUNTY will pay as its share a flat lump sum of Sixty Thousand Dollars (\$60,000) to CITY, to be applied to the payment of the improvements made under this agreement. COUNTY will make the payment to CITY within fifteen (15) days after approval of plans and specifications.

4. PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES. CITY shall prepare and submit to COUNTY for approval, plans and specifications for said project. Upon approval of plans by COUNTY and approval by CITY, CITY shall advertise said project for bids and award a contract to be administered by CITY.

5. ACQUISITION OF PROPERTY. It is understood and agreed that the project is totally within existing rights of way and no property acquisition or dedication is necessary.

6. INSURANCE. CITY shall require any contractor awarded a contract for any portion of said project to secure and maintain in full force and effect at all times during construction of said project and until said project is accepted by CITY, public liability and property damage insurance in forms and limits of liability satisfactory and acceptable to both CITY and COUNTY, insuring CITY and COUNTY, and their respective officers and employees, from and against any claims, loss liability, cost or expense arising out of or in any way connected with the construction of said project. The policy shall contain a provision that the insurance afforded thereby to CITY and COUNTY and their respective officers and employees, have other insurance against a loss covered by such policy, that other insurance shall be excess insurance only.

7. TERMINATION. This agreement shall terminate on March 31, 1981, if CITY has not awarded a contract for construction of said project prior to that date. In the event of such termination, CITY shall refund to COUNTY all sums deposited with CITY under Paragraph 3 of this agreement.

8. ADMINISTERING AGENCY. In the exercise of this joint powers agreement, CITY 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 COUNTY in the exercise of such powers. COUNTY hereby gives extra-territorial power to CITY for that area of said project located within CITY and COUNTY. COUNTY will provide all inspections for the contract at no cost to CITY.

9. 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 894.5, 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 anything done or omitted to be done by COUNTY under this agreement under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement.

10. MAINTENANCE. COUNTY shall operate and maintain said projects upon completion. The operation and maintenance costs for said project shall be apportioned between CITY and COUNTY on an equal basis with each jurisdiction paying one-half the total costs. COUNTY will pay for maintenance and electrical costs and bill CITY for CITY's share on an annual basis.

WITNESS THE EXECUTION HEREOF the day and year set forth above.

ATTEST:

Ann J. Lauer
City Clerk

CITY OF PALO ALTO

Alan Henderson
Mayor

APPROVED AS TO FORM:

Donald H. Morgan
City Attorney

APPROVED:

Alan Z
City Manager

Alfred Mitchell
City Controller

Josephine HK
Director of Planning and
Community Environment

Jack Z. Noguch
Director of Transportation

Neil V. Kelly
Director of Purchasing

Sharon M. Mober
Director of Budget and
Resource Management

ATTEST:

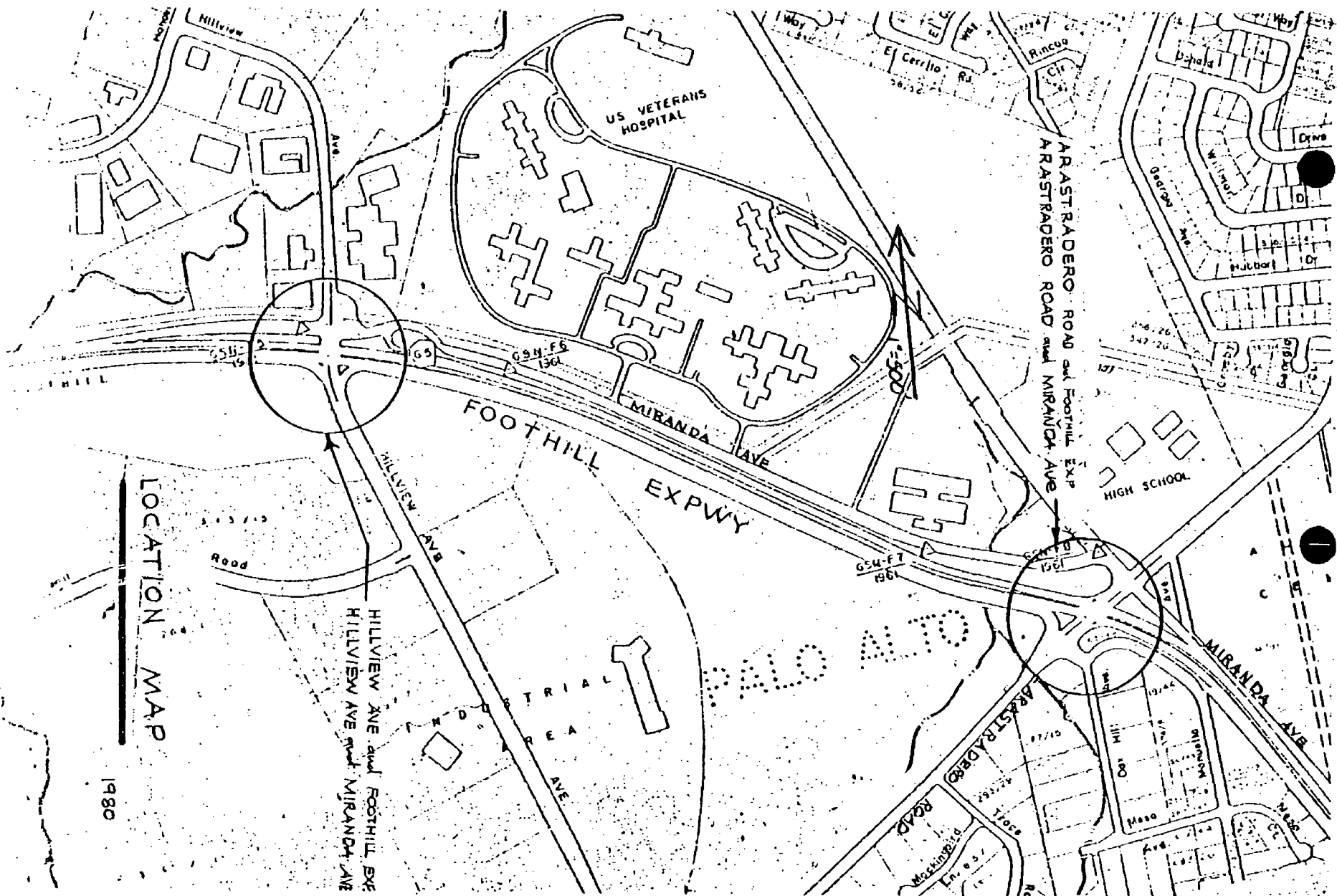
Donald M. Rains
DONALD M. RAINS, Clerk
Board of Supervisors

COUNTY OF SANTA CLARA

Geraldine F. Steinberg
Chairperson, pro tempore Geraldine F. Steinberg
Board of Supervisors

APPROVED AS TO FORM:

Harold T. Kuba
Deputy County Counsel



US VETERANS HOSPITAL

FOOTHILL EXPWY

MIRANDA AVE

ARASTRADERO ROAD and MIRANDA AVE

HIGHER SCHOOL

LOCATION MAP

1980

HILLVIEW AVE and Foothill Expwy
HILLVIEW AVE and MIRANDA AVE

INDUSTRIAL AVE

654-F7 1961

654-F6 1961

654-F5 1961

Hillview

El Cerrillo Rd

Rincón Cir

George Ave

W. Wilson

W. Wilson

Arastradero Road

De la Mill Ave

Mesa Ave

Mesa Ave

Mesa Ave

July 30, 1980

Mr. Ted Nogushi
Director of Transportation
City of Palo Alto
Palo Alto, CA 94301

Dear Mr. Nogushi:

Reference: Agreement Between the County of Santa Clara
and the City of Palo Alto Relating to the
Installation and Modification of Signals at
Miranda Avenue and Hillview Avenue at
Foothill Expressway and Miranda Avenue and
Arastradero Road at Foothill Expressway

The Board of Supervisors at their meeting of July 28,
1980 approved the above subject Agreement.

Enclosed please find three signed copies of said Agreement
for your further processing. Please note, the pink tagged
Agreement is to be returned to this office upon full
execution.

Sincerely,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

Deputy Clerk

DMR:as

Enclosure

WMS



TRANSMITTAL MEMORANDUM

S.D. 5

Page 1 of 3

DATE: July 9, 1980

COUNTY BOARD OF SUPERVISORS:	Agenda Date <u>July 28, 1980</u>	Item No. _____
TRANSIT DISTRICT BOARD:	Agenda Date _____	Item No. _____
TRANSPORTATION COMMISSION:	Agenda Date _____	Item No. _____

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FROM: SHIELDS, ROADS OPERATIONS, TRANSPORTATION AGENCY

SUBJECT: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF PALO ALTO RELATING TO THE INSTALLATION AND MODIFICATION OF SIGNALS AT MIRANDA AVENUE AND HILLVIEW AVENUE AT FOOTHILL EXPRESSWAY AND MIRANDA AVENUE AND ARASTRADERO ROAD AT FOOTHILL EXPRESSWAY

RECOMMENDED ACTION

It is recommended that the County enter into the attached agreement with the City of Palo Alto to share in the costs for the installation and modification of traffic signals at:

1. Hillview Avenue and Foothill Expressway
" " and Miranda Avenue; and
2. Arastradero Road and Foothill Expressway
" " and Miranda Avenue

The County will pay as its share a flat lump sum of Sixty Thousand Dollars (\$60,000) to the City of Palo Alto to be applied to the payment of improvements made under the attached agreement. The County will advance the \$60,000 payment to the City within 15 days (15) after approval of plans and specifications.

Funds to cover these costs are available in Budget Account 0023-2893-6412 job #C2867 PS&S Select System--Highway Signals.

APPROVED: DIRECTOR WFO
COUNTY EXECUTIVE _____

(2) AIC: Transportation/Road operations

JUL 28 1980

DATE: July 9, 1980

COUNTY BOARD OF SUPERVISORS AGENDA DATE: July 28, 1980

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF PALO ALTO RELATING TO THE INSTALLATION AND MODIFICATION OF SIGNALS AT MIRANDA AVENUE AND HILLVIEW AVENUE AT FOOTHILL EXPRESSWAY AND MIRANDA AVENUE AND ARASTRADERO ROAD AT FOOTHILL

REASONS FOR RECOMMENDATION

The City of Palo Alto has determined that traffic signals are needed at the intersections of Miranda Avenue at Hillview Avenue and Miranda Avenue at Arastradero Road. Due to the fact that Miranda Avenue is a frontage road paralleling Foothill Expressway and the above intersections are very close to the Foothill Expressway intersections at Hillview Avenue and at Arastradero Road, the work at the Palo Alto intersections directly affects the County Foothill Expressway intersections. A joint project is therefore required.

The County's \$60,000 contribution is the estimated cost to replace the traffic signal controllers at the Expressway intersections. These controllers are now in need of replacement.

Palo Alto has recommended this project for a number of years. Increasing traffic and the present availability of funds dictate that the project should be accomplished in the near future.

BACKGROUND

Since 1977 plans to replace and/or modify the existing traffic signals at these two locations have been in the working stages.

The City of Palo Alto has submitted traffic signalization plans to the County for review and County Staff concurs with the traffic phasing design plan.

Under the proposed improvement plan the City will administer the project and the County will provide the project inspection. Upon completion of the project the County will take over the maintenance and operation of the traffic signals and will split these costs with the City on a 50/50 basis.



DATE: July 9, 1980

COUNTY BOARD OF SUPERVISORS AGENDA DATE: July 28, 1980

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

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CONSEQUENCES OF NEGATIVE ACTION

Existing traffic problems will continue.

STEPS FOLLOWING APPROVAL

The attached Agreement will be forwarded to the City of Palo Alto for their execution and a project will be advertised by the City to accomplish the work.

RMS:rlf

Attachments: Agreement & Location Map

cc: JHG

LM

