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JUL 19 1977

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND  
THE COUNTY OF SANTA CLARA FOR INSTALLATION  
OF TRAFFIC CONTROL SIGNALS, INTERSECTION  
IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS  
AT THREE (3) LOCATIONS, AND FOR THE SHARING  
OF CERTAIN COSTS THEREOF.

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of July, 1977, 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 signals, intersection improvements and traffic signal modifications be constructed at the following locations:

1. Bascom Avenue and Woodward Avenue, which is 33 1/3% in the County and 66 2/3% in the City, (hereinafter referred to as "Project A");
2. Tully Road and Senter Road, which is 50% in the County and 50% in the City, (hereinafter referred to as "Project B");
3. Tully Road and McLaughlin Avenue, which is 10% in the County and 90% in the City, (hereinafter referred to as "Project C"); and

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 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/modification of traffic signals at the said intersections.
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 signed copies to City of San Jose  
cc to: Counsel, Finance (w/form 3128), Director of Public Works (SJJ)

3. Plans, Specifications and Estimates. City shall prepare or cause to be prepared, separate plans, specifications and estimates for each of said projects and shall submit said plans, specifications and estimates for each of said projects and shall submit said plans, specifications and estimates to the County for County's approval.

4. Sharing of Costs. County agrees to pay for a portion of the total construction costs of each of said projects as follows:

Project A - 33-1/3%; Project B - 50%; Project C - 10%

It is contemplated that Federal Aid Urban (FAU) funds will become available for the construction of the projects, and it is understood and agreed that County FAU funds received by City, as the administering agency for construction of said projects, will be retained by City and credited to County's share of costs hereunder.

5. Prepayment. Upon approval of plans and specifications by County of a particular project, County shall pay to City 50% of its estimated share of the construction cost. The County estimated share, prepayment and estimated County matching share are as follows:

|           | <u>County<br/>Estimated Share</u> | <u>Prepayment</u> | <u>Estimated County<br/>Matching Share</u> |
|-----------|-----------------------------------|-------------------|--|
| Project A | \$20,000                          | \$10,000          | \$3,414                                    |
| Project B | \$30,000                          | \$15,000          | \$5,121                                    |
| Project C | \$10,000                          | \$5,000           | \$1,707                                    |

It is understood that the prepayment received from the County by City as the administering agency for construction of said projects, less the County's actual matching share determined upon final accounting will be refunded to County by City.

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, 15, 17 and 18 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 - \$27,000.00  
Project B - \$40,000.00  
Project C - \$13,000.00

In the instance 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 project; 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, costs of extra work for a project authorized by City and County, and costs of all materials allocable to a project not included in the contract price of said construction project. "Construction costs of a project" shall also include the actual cost of the traffic signal controller furnished by City for 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. In the event that said final accounting shows that the said estimated sum paid by County to City pursuant to paragraph 5 hereof is more than County's share for 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 sum paid by County to City pursuant to paragraph 5 hereof is less than County's share for a particular project as outlined in paragraph 4 hereof, County shall forthwith pay to City the difference pursuant to paragraph 7 hereof.

12. Acquisition of Property. City agrees to acquire at its own cost and expense all of the real property required for each project located within City of San Jose; and County agrees to acquire at its own cost and expense all of the real property required for each project located within the County.

13. 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 exist, then according to the percentage in this present agreement.

14. 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.

15. 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.

16. 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.

17. Termination. In the event that a contract for the construction of a particular project is not awarded prior to June 30, 1978, 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.

18. 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.

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

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal  
corporation

for William B. Mayfield  
SID FLORES  
Deputy City Attorney

By J. Hayes  
Mayor  
"City"

ATTEST:

Francis L. Greiner  
Deputy  
City Clerk

APPROVED AS TO FORM:

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

Gerald Thompson  
County Counsel

By Walter J. Steinberg  
Chairman, Board of Supervisors

ATTEST:

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

"County"

itm #8

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

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

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

**BOARD OF SUPERVISORS  
SANTA CLARA COUNTY**

DATE June 7, 1977

**Agreement**

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

\_\_\_\_\_ June 6, 1977

Project to be charged Cost Sharing Agreement for installation of Traffic Control Signals, Intersection Improvements and Traffic Signal Modifications at three locations

For the amount of \$ see copy of agreement

Contractor City of San Jose, 801 N. 1st St., San Jose 95110

Completion Date see copy of agreement

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

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

y9

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

June 7, 1977

Francis L. Greiner, City Clerk  
City of San Jose  
801 North Firwt Street  
San Jose, California 95110

Subject: Cost Sharing Agreement between the City of San Jose and the County of Santa Clara for installation of Traffic Control Signals, intersection improvements and Traffic Signal Modifications at three locations (Bascom/Woodard, Tully/Senter and Tully/McLaughlin)

Dear Mr. Greiner:

Enclosed you will find four originally signed copies of the subject agreement between the County of Santa Clara and the City of San Jose. The Board of Supervisors at its regularly scheduled meeting on June 6, 1977 authorized execution of this agreement on behalf of the County.

After execution of all copies, we would appreciate your returning the copy so marked back to this office.

Very truly yours,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

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

DMR/yg  
Enclosures

cc: A. R. Turturici, Director of  
Public Works, City of San Jose  
County Counsel  
Finance

California



M-8

TRANSMITTAL MEMORANDUM

S.D. 1 & 2

Page 1 of 2

DATE: May 18, 1977

FOR: BOARD OF SUPERVISORS AGENDA OF June 6, 19 77

FROM: MONTINI, TRANSPORTATION DEVELOPMENT

TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS, INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THREE (3) LOCATIONS (BASCOM/WOODARD, TULLY/SENTER & TULLY MC LAUGHLIN)

DESCRIPTION:  
Recommended Action

Board of Supervisors' approval of the attached subject City of San Jose/County/FAU Cost Sharing Agreement.

Subsequent approval of this agreement by the City of San Jose will provide for the sharing of costs attributable to the specific project(s). These projects are included in the current FAU Program and sufficient funds have been included in the current Road Fund budget to provide for the County's share of the project(s) costs.

Reason for Recommended Action

Traffic signal installation and/or modification at the specific location(s) have been warranted by the City for these joint jurisdiction project(s). All are high on the City's priority project list.

Background

On May 4, 1977 a mutually acceptable agreement (attached) was forwarded to the County for execution. This agreement has been approved as to form by both the City Attorney and County Counsel's office.

Consequences of Negative Action

Federal funds amounting to 83% of the project(s) cost would not be made available, and the project(s) would have to be aborted or funded 100% by the City and County in proportion to each one's jurisdictional share.

pm

APPROVED: JAMES POTT

COUNTY EXECUTIVE \_\_\_\_\_

AGENDA DATA: DATE: \_\_\_\_\_

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

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

JUN 6 1977

TRANSMITTAL MEMORANDUM

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DATE: May 18, 1977

DATE OF AGENDA: June 6, 1977

TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS, INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THREE (3) LOCATIONS (BASCOM/WOODARD, TULLY/SENTER & TULLY/MC LAUGHLIN)

Steps following Approval

Approval of Agreement by the City.

City award and administer project construction contracts.

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

LM:RJM:vlt

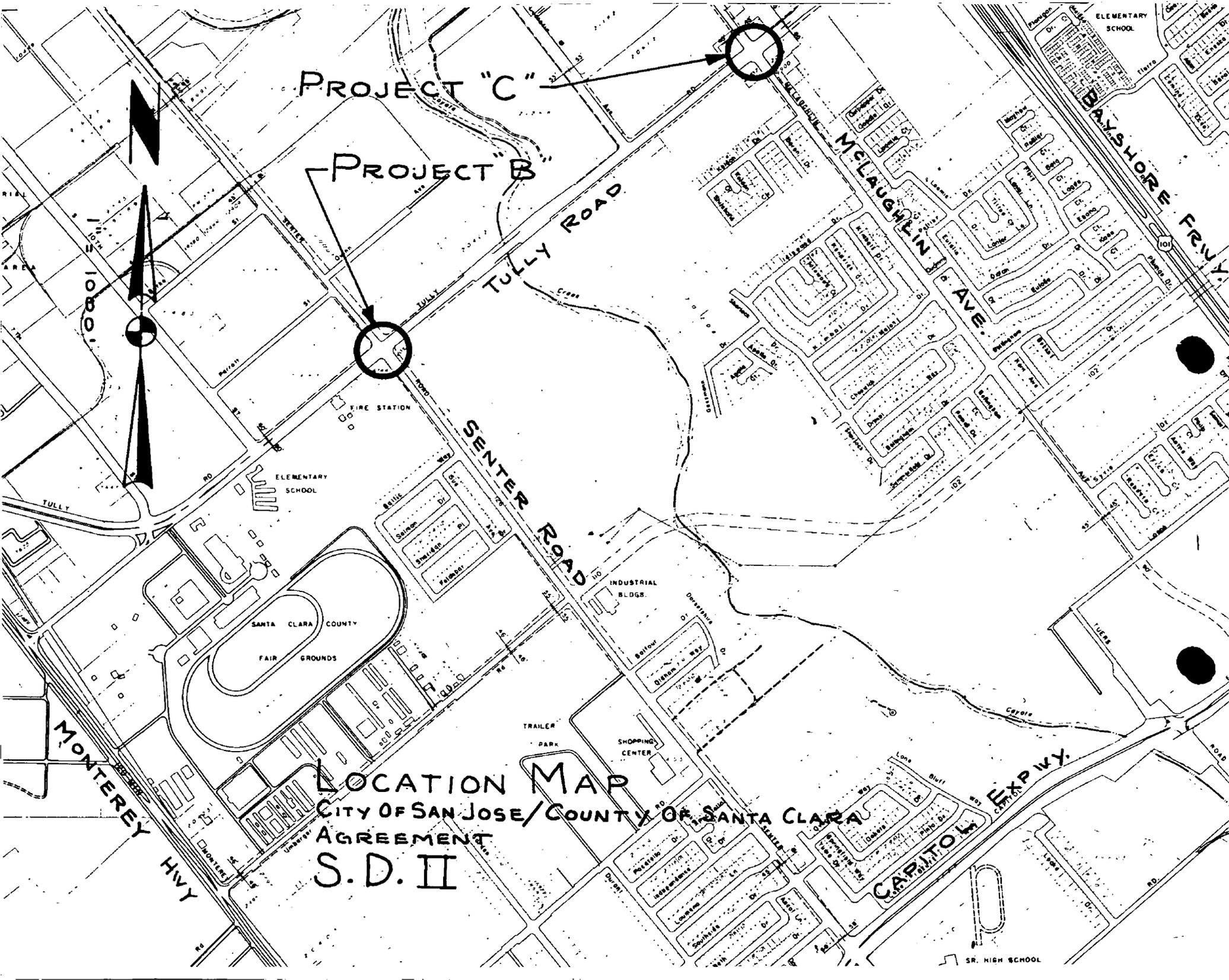
attachments



PROJECT "A"

LOCATION MAP  
CITY OF SAN JOSE / COUNTY OF SANTA CLARA  
AGREEMENT

S.D.I



PROJECT "C"

PROJECT "B"

TULLY ROAD

CENTER ROAD

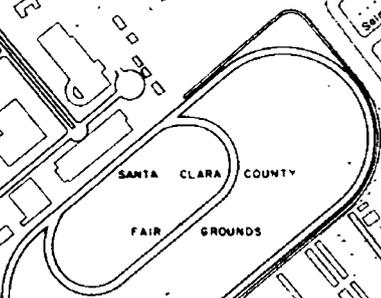
MCLAUGHLIN AVE

BAYSHORE FRWY

MONTEREY HWY

CARLTON EXPWY

LOCATION MAP  
CITY OF SAN JOSE / COUNTY OF SANTA CLARA  
AGREEMENT  
S.D. II



FIRE STATION

ELEMENTARY SCHOOL

INDUSTRIAL BLDGS.

TRAILER PARK

SHOPPING CENTER

SR. HIGH SCHOOL