



CITY CLERK

CITY OF SAN JOSE, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CA 95110
(408) 277-4424

September 28, 1978

Clerk, Board of Supervisors
70 West Hedding Street
San Jose, California, 95110

AGREEMENT BETWEEN THE CITY OF SAN JOSE & THE COUNTY OF SANTA CLARA
FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL
MODIFICATIONS AT TWO (2) LOCATIONS, AND FOR THE SHARING OF CERTAIN
COSTS THEREOF

In checking our files, I find that the above-mentioned document
that should have been retained by this office is not in our files.

It may have been sent to your office in error.

If you do not have the Agreement that was meant for the San Jose
City Clerk's File, please send a copy of what you have to my
attention: City Clerk's Office, Room 116, 801 North First Street,
San Jose, California, 95110.

Thank you for your cooperation. (See Attached).

Sammie Perkins

Sammie Perkins
Deputy City Clerk

Enclosure

*copy sent 10-16-78
VAS*

SANTA CLARA
COUNTY OF
SEP 29 1 45 PM '78

RECEIVED
BOARD OF SUPERVISORS



78 8-15-78

RJL:SF:rs
5/31/78

I signed and 3 certif. cpys. to City of San Jose; conf. cpys. to: County Counsel, Finance (w/Form 3128), Transportation Agency

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND
THE COUNTY OF SANTA CLARA FOR INSTALLATION
OF TRAFFIC CONTROL SIGNALS AND TRAFFIC
SIGNAL MODIFICATIONS AT TWO (2) LOCATIONS,
AND FOR THE SHARING OF CERTAIN COSTS THEREOF

THIS AGREEMENT, made and entered into this 17th day
of August ~~JUN 26 1978~~, 1978, 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 and intersection improvements be constructed at
the following locations:

- A. Redmond Avenue and Meridian, which is twenty-five percent (25%) in the County and seventy-five percent (75%) in the City (hereinafter referred to as "Project A").
- B. Camden Avenue and Coleman Road, which is twenty-five percent (25%) in the County and seventy-five percent (75%) in the City (hereinafter referred to as "Project B").

WHEREAS, it is in the best interest of orderly and economic
construction practices to complete said projects under an agree-
ment between County and City, providing for a construction con-
tract or contracts for said projects to be awarded and adminis-
tered 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 installation/modification of
traffic signals at the said intersections.

JUN 26 1978

2. 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.

3. 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.

4. 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 to County for County's approval.

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

Project A	25%
Project B	25%

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.

6. 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 of each project is as follows:

Project A	\$17,500
Project B	\$12,500

7. Award of Contract. After County has approved the separate plans and specifications for a particular project, City shall, subject to the provisions of paragraphs 8, 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.

8. Maximum County Participation. County's share of construction costs shall not exceed the amounts shown as follows:

Project A	\$21,000
Project B	\$16,000

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.

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. Said accounting shall show the final construction costs of said project in its entirety.

10. Adjustment of Costs. It is mutually understood and agreed that upon completion of the project and final allocation of costs as provided herein, and upon receipt by City of FAU funds for the project, the City shall, within 30 days from its receipt of FAU funds, reimburse County as follows:

County share of FAU funds allocable to construction costs plus initial deposit	-	County share of total construction project
	=	Reimbursement to County after final accounting

County share of FAU funds allocable to acquisition costs (including miscellaneous fees and charges paid by County)	=	Reimbursement to County after final accounting
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11. Acquisition of Property and Acquisition Costs. City agrees to acquire and to bear all the acquisition costs thereof of all the real property required for all projects located within the jurisdiction of the City of San Jose, and County agrees to acquire, as an agent of City, and to bear all the acquisition costs thereof of all the real property required for each project located within the jurisdiction of the County of Santa Clara. For the purpose of this agreement, the term "acquisition costs" will mean the costs incurred and expenditures made by the City and County for the purchase of property or interests therein, appraisal fees, title and escrow fees, attorneys fees or charges, court costs and charges for staff time as payment of such fees and charges related to the acquisition either by agreement or condemnation of real property required for the project. Both City and County shall maintain time and any other records necessary for accounting for the acquisition costs of the real property acquired by them for the project.

City has contracted for the services of an independent fee appraiser to appraise all parcels within the project. The fee for such appraisal applicable to those properties within the unincorporated territory of County shall be reimbursed to City. This sum shall be paid to City at the time of the prepayment for construction costs provided for in paragraph 6 herein.

12. 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.

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. County hereby gives extraterritorial powers to City for that land project located within County.

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, 1980, the terms of this contract shall be void with respect to said project, and any sums paid by County to City pursuant to paragraph 6 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 5.

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 5.

19. Records and Accounts. County and City shall keep, maintain and render available for inspection by each other or each other's authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by County and City on said project.

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

APPROVED AS TO FORM:



Deputy City Attorney

CITY OF SAN JOSE, a municipal
corporation

By 
Mayor

ATTEST:


FRANCIS L. GREINER

By  Deputy
City Clerk

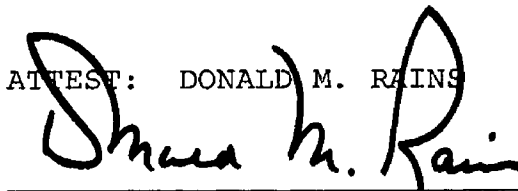
APPROVED AS TO FORM:


Deputy County Counsel

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

By 
Chairperson, Board of
Supervisors

ATTEST: DONALD M. RAINS


Clerk, Board of Supervisors

No.

JOB No.

Change Order No.

M-6.
6/26/78

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE June 27, 1978

Agreement

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

..... June 26 , 19 78

Project to be charged Agreement with City of San Jose for installation of traffic control signals and traffic signal modifications at two locations and for sharing of certain costs

For the amount of \$ per Sections 5 and 6
City of San Jose

Contractor 801 North First St., San Jose 95110

Completion Date June 30, 1980

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

Donald M. Rains

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

vas

WHITE ---- CONTROLLER
CANARY -- FILE
~~PINK~~
~~GOLD-ROB~~

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

June 27, 1978

Sig Sanchez, District 1
Dominic L. Cortese, District 2
Dan Mc Corquodale, District 3
Rodney J. Diridon, District 4
Geraldine F. Steinberg, District 5

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

Attention: Ed Louis, Principal Civil Engineer,
Transportation Division

Subject: Agreement with City of San Jose
for Installation of Traffic Control Signals and
Traffic Signal Modifications at Two Locations
and for Sharing of certain Costs

Dear Mr. Turturici:

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 June 26, 1978
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

BR



TRANSMITTAL MEMORANDUM

S.D. 1

Page 1 of 2

DATE: June 13, 1978

FOR: BOARD OF SUPERVISORS AGENDA OF June 26, 19 78

FROM: LM LOU MONTINI, TRANSPORTATION DEVELOPMENT

TITLE: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT TWO (2) LOCATIONS AND FOR THE SHARING OF CERTAIN COSTS THEREOF (REDMOND AVE. AT MERIDIAN AVE. AND ON
DESCRIPTION: CAMDEN AVE. AT COLEMAN RD.)

Recommended Action

It is recommended that the Board of Supervisors approve and execute the attached Agreement between the City of San Jose and the County of Santa Clara for Installation of Traffic Control Signals and Traffic Signal Modifications at Two (2) Locations and for the Sharing of Certain Costs Thereof" (Redmond Ave. at Meridian Ave. and on Camden Ave. at Coleman Rd.).

Subsequent execution of this agreement by the City of San Jose will provide for the sharing of costs attributable to the installation/modification of traffic control signals on Redmond Ave. at Meridian Ave. and on Camden Ave. at Coleman Rd. Both of these intersections are 75% City of San Jose and 25% County of Santa Clara jurisdiction. These projects are included in the current City of San Jose Federal-Aid Program. Sufficient funds have been included in the current County Road Fund budget (893-162) to provide the \$37,000 maximum County share of project construction costs and \$10,000 for County right of way acquisition at Meridian and Redmond. Total estimated cost for both projects is \$160,000.

Reason for Recommendation

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

Background

The attached agreement (draft dated May 31, 1978) 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

APPROVED: DIRECTOR JAG COUNTY EXECUTIVE _____

AGENDA DATA: DATE: _____ BOARD ACTION: _____

ITEM NO: _____

TRANSMITTAL MEMORANDUM

Page 2 of 2

DATE: June 13, 1978

DATE OF AGENDA: June 26, 1978

TITLE: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND TRAFFIC SIGNAL MODIFICATIONS AT TWO (2) LOCATIONS AND FOR THE SHARING OF CERTAIN COSTS THEREOF (REDMOND AVE. AT MERIDIAN AVE. AND ON CAMDEN AVE. AT COLEMAN RD.)

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.

Steps following Approval

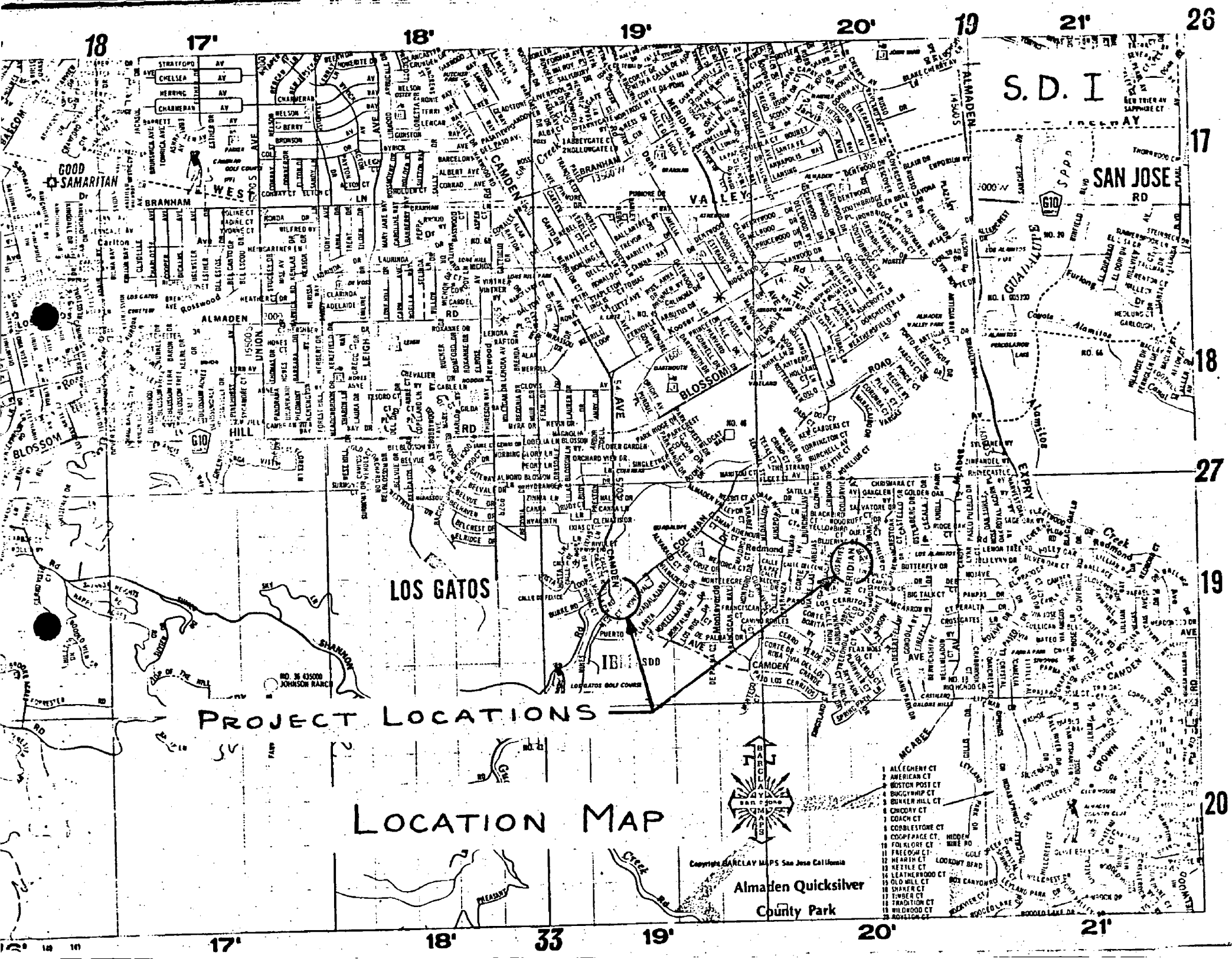
Execution of the agreement by the City of San Jose

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

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

LM:RJM:vlt

attachments



PROJECT LOCATIONS

LOCATION MAP

- 1 ALLEGHENY CT
- 2 AMERICAN CT
- 3 BOSTON POST CT
- 4 BUGGYWHIP CT
- 5 BUNKER HILL CT
- 6 CHOCROY CT
- 7 COACH CT
- 8 COBBLESTONE CT
- 9 COOPFACE CT - HIDDEN HIRE NO
- 10 FOLI GLORE CT
- 11 FREEWAY CT
- 12 HEARTH CT
- 13 HETZEL CT
- 14 LEATHERWOOD CT
- 15 OLD HILL CT
- 16 SHAPER CT
- 17 TOWER CT
- 18 TRADITION CT
- 19 WILWOOD CT
- 20 204104 CT

Copyright BARCLAY MAPS San Jose California
**Almaden Quicksilver
 County Park**

