

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND INTERSECTION IMPROVEMENTS AT SEVEN (7) LOCATIONS, AND FOR THE SHARING OF CERTAIN COSTS THEREOF.

AGREEMENT, made and entered into this MAR 18 1975 day of \_\_\_\_\_, 1975, 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 at the following locations:

1. King Road and Mabury Road, which is fifty percent (50%) in the County and fifty percent (50%) in the City (hereinafter referred to as "Project A");
2. Branham Lane and Pearl Avenue, which is twenty-five percent (25%) in the County and seventy-five percent (75%) in the City (hereinafter referred to as "Project B");
3. Berryessa Road and Flickinger Avenue, which is twenty-five percent (25%) in the County and seventy-five percent (75%) in the City (hereinafter referred to as "Project C");
4. Blackford Avenue and Saratoga Avenue, which is fifty percent (50%) in the County and fifty percent (50%) in the City (hereinafter referred to as "Project D");
5. Los Gatos-Almaden Road and Union Avenue, which is twenty-five percent (25%) in the County and seventy-five percent (75%) in the City (hereinafter referred to as "Project E");
6. San Antonio Street and 24th Street, which is twenty-five percent (25%) in the County and seventy-five percent (75%) in the City (hereinafter referred to as "Project F"); and
7. Bascom Avenue and Downing Avenue, which is sixty-six and two-thirds percent (66 2/3%) in the County and thirty-three and one-third percent (33 1/3%) in the City (hereinafter referred to as "Project G"); and

WHEREAS, orderly and economic construction practices make it desirable to complete the said Projects under a joint-powers agreement between the City of San Jose and the County of Santa Clara providing for a construction contract or contracts for the 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) Plans and Specifications. City shall prepare or cause to be prepared, separate plans and specifications for each of said Projects and shall submit each of said plans and specifications to County for County's approval of such plans and specifications.

(2) Award of Contract. After County has approved the plans and specifications for a particular Project City shall, subject to the provisions of Paragraph (7) hereof, advertise for bids for construction of the particular Project, award a separate contract for such Project, and supervise the construction of such Project 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.

(3) 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 the 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 the 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.

(4) Sharing of Costs. County agrees to pay for a portion of the construction costs of each of said Projects, as follows: Project A - 50%; Project B - 25%; Project C - 25%; Project D - 50%; Project E - 25%; Project F - 25%; and Project G - 66 2/3%. 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's FAU funds

to be received by City as the administering agency for construction of the Projects; will be applied by City as part of County's share of the construction costs of the Projects.

(5) 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 or County in connection with a Project, excluding land acquisition costs and including, but not limited to, engineering costs and expenses, costs and expenses of preparation of the 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 the 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 the said construction contract. "Construction costs of a Project" also shall include the actual cost of the traffic signal controller furnished by City for the Project.

(6) Prepayment. Within thirty (30) days after the bids for the construction of a Project has been opened, County shall pay to City its estimated share of the construction costs of the particular Project for which bids have been opened, less the estimated County's FAU funds for the construction costs of the particular Project, to wit: Project A - \$5,118.00; Project B - \$2,559.00; Project C - \$2,559.00; Project D - \$5,118.00; Project E - \$2,559.00; Project F - \$2,559.00; and Project G - \$6,824.00.

(7) Deletion of Projects. If any particular Project does not obtain FAU funds for construction costs, the particular Project may be deleted from this agreement at the option of either City or County.

(8) Final Accounting. Upon completion of a Project, City shall pay the construction costs of such Project and shall, upon completion of the Project, prepare and furnish to County, a final accounting of the total costs of the Project. Said accounting shall show the final construction costs of the Project in its entirety.

(9) Adjustment of Costs. In the event that the said accounting shows that the said estimated sum paid by County to City pursuant to Paragraph (6) hereof, for a particular Project is more than County's share as outlined in Paragraph (4) hereof, for a particular Project, City shall forthwith refund to County the difference for the particular Project.

In the event that the said accounting shows that the said estimated sum paid by County to City pursuant to Paragraph (6) hereof, for a particular Project is less than County's share as outlined in Paragraph (4) hereof, County shall forthwith pay to City the difference for the particular Project.

(10) 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; and County agrees to acquire at its own cost and expense, all of the real property required for each Project located within the County.

(11) Maintenance. Upon completion of any Project, the particular Project so completed shall be operated and maintained by City or County pursuant to a subsequent agreement between City and County. The operation and maintenance costs for any completed Project shall be apportioned between City and County in the same manner that the construction costs for the particular Project were apportioned.

(12) 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 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 or in connection with any work, authority or jurisdiction delegated to County under this agreement.

(13) Annexation. In the event any portion of the area within the limits of said Project is annexed to the City before date of advertising of said Project by City, County's share of the "total construction costs" shall be decreased in proportion to the amount of territory annexed.

(14) Termination. In the event that a contract for the construction of any particular Project is not awarded prior to June 30, 1976, the terms of this contract shall be void with respect to said particular Project, and any sums paid by County to City with respect to said particular Project shall be forthwith refunded.

(15) Administering Agent. 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 City in the exercise of such powers.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

APPROVED AS TO FORM:

Donald C. Atkinson  
DONALD C. ATKINSON  
Division Chief Attorney

ATTEST:

FRANCIS L. GREINER  
By Linda Kawasaki Deputy  
City Clerk

CITY OF SAN JOSE, a  
municipal corporation

By Janet Gray Hayes  
Mayor  
4-16-75  
"City"

APPROVED AS TO FORM:

Gerald Thompson  
Assist./Deputy County Counsel

ATTEST: DONALD M. RAINS, Clerk  
Board of Supervisors

By Gary F. Voecks  
Gary F. Voecks  
Assistant Clerk

COUNTY OF SANTA CLARA, a  
political subdivision

By John Lutz  
Chairman, Board of Supervisors

"County"

County of Santa Clara  
Board of Supervisors  
Address: 524 Administration Building  
70 West Hedding Street  
San Jose, California 95110

Telephone: \_\_\_\_\_



CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 277-4000

CITY CLERK

*File*

April 16, 1975

County of Santa Clara  
Room 524  
70 W. Hedding Street  
San Jose, CA

Enclosed for your files is an executed copy of the Agreement for the Installation of Traffic Control Signals and Intersection Improvements at Seven (7) Locations, and for the Sharing of Certain Costs Thereof.

*Linda Kawasaki*

Linda Kawasaki

Enclosure

*San Jose City Clerk*

RECEIVED  
OFFICE OF SUPERVISORS  
APR 22 1 50 PM '75  
COUNTY OF  
SANTA CLARA

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

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

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

**BOARD OF SUPERVISORS  
SANTA CLARA COUNTY**

DATE March 25, 1975

**Cost Sharing Agreement**

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

March 18, 1975

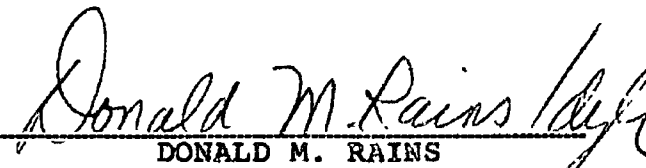
Project to be charged Signalization & Intersection Improvements

For the amount of \$ See Agreement

Contractor City of San Jose

Completion Date See Agreement

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

  
\_\_\_\_\_  
DONALD M. RAINS  
Clerk of the Board

dgh

WHITE ---- CONTROLLER  
CANARY -- FILE  
PINK / / / PUBLIC WORKS / / /  
GOLD / / / PUBLIC WORKS / / /



*Send sign SJ*

March 24, 1975

Francis Greiner, City Clerk  
City of San Jose  
801 N. First Street  
San Jose, California 95110

Subject: Cost Sharing Agreement re Installation of Traffic  
Control Signals & Intersection Improvements at  
Seven Locations

Dear Mr. Greiner:

The Board of Supervisors at its regularly scheduled meeting  
of March 18, 1975 authorized its Chairman to execute the  
subject agreement.

This agreement provides for signalization and intersection  
improvements at the following intersections:

- King Road and Mabury Road
- Branham Lane and Pearl Avenue
- Berryessa Road and Flickinger Avenue
- Blackford Avenue and Saratoga Avenue
- Los Gatos-Almaden Road and Union Avenue
- San Antonio Street and 24th Street
- Bascom Avenue and Downing Avenue

We are enclosing four signed counterparts of the Agreement  
and ask that the copy so marked be returned to this office  
upon approval by the City of San Jose.

Very truly yours,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

By: Deputy Clerk

DMR/dgh  
Attachments

cc: Montini - Transportation Development  
Director - Public Works, City of San Jose

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. All

Page 1 of 2

DATE: March 3, 1975

FOR: BOARD OF SUPERVISORS AGENDA OF March 18, 1975

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 AND INTERSECTION IMPROVEMENTS AT SEVEN (7) LOCATIONS

DESCRIPTION:

Introduction

The attached Agreement provides for signalization and intersection improvements at seven joint jurisdictional intersections. These intersections are:

- King Road and Mabury Road
- Branham Lane and Pearl Avenue
- Berryessa Road and Flickinger Avenue
- Blackford Avenue and Saratoga Avenue
- Los Gatos-Almaden Road and Union Avenue
- San Antonio Street and 24th Street
- Bascom Avenue and Downing Avenue

It is proposed that the City of San Jose administer the construction projects and the cost shared between the City and the County pursuant to the percentage schedule outlined in the attached Agreement. The County's estimated total share less estimated County's FAU funds is \$27,296.00.

Background

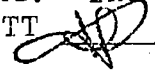
The Roads Fund Budget for FY 1974-75 includes the proposed installation of these seven signals in a City and County cooperative project as part of the current year's Federal Aid Urban (FAU) Program. This project is included in the FAU Program under the "Comprehensive Signal Project I line item. On February 24, 1975 a mutually acceptable agreement was forwarded to the County for execution. Said attached Agreement has been approved as to form by both the City Attorney and County Counsel's office.

Alternatives

There are two alternatives for Board action on this Agreement.

- (1) Disapprove and not execute the Agreement.
- (2) Approve and execute the Agreement. The first alternative would be

LM

APPROVED: JAMES POTT 


HOWARD CAMPEN 

AGENDA DATA: DATE: \_\_\_\_\_  
ITEM NO: \_\_\_\_\_

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

RVH  
3/18/75

COUNTY EXECUTIVE OFFICE

MAR 18 1975 

TRANSMITTAL MEMORANDUM

Page 2 of 2

DATE: March 3, 1975

DATE OF AGENDA: March 18, 1975

TITLE: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND INTERSECTION IMPROVEMENTS AT SEVEN (7) LOCATIONS

approved budget relative to cooperative signal projects and the approved FAU program. The second alternative would be in keeping with the Board's previous approval of the proposed project and allow needed construction to be implemented at a minimal cost to County government.

Recommendation

Approval and execution of this Agreement are recommended.

When executed the original and three (3) copies should be sent to: A. R. Turturici, Director of Public Works, City of San Jose, attention: Kent Dewell, Deputy Director, City of San Jose.

LM:ARM:vlt

attachments

Project A  
Project C

Project G  
Project F

Project E  
Project B

Project D

# LOCATION MAP

County of Santa Clara  
NORTHERN REGION

