

7-9 9-25-79
ROADS C&A
Cross-Street
West-Pac
R.R. Div.
San Jose

AGREEMENT
TO SHARE COSTS OF PROJECT

INSTALLATION OF RAILROAD CROSSING SIGNALS AND CROSSING GATES AT
PARK AVENUE AND THE W.P.R.R. CROSSING NO. 4G-22.7

AGREEMENT dated for convenience AUG 13 1979 between

the CITY OF SAN JOSE, (hereinafter "City") and the COUNTY OF SANTA
CLARA (hereinafter "County"),

WITNESSETH:

RECITALS:

The parties determine that the project hereinafter described is in the public interest and that it is in the best interest of orderly and economic construction practice that the project is undertaken and completed pursuant to an agreement whereby the City will act as administering agency.

NOW THEREFORE, the parties mutually agree:

The parties refer to and incorporate herein the following Attachments to this Agreement:

- I. PROJECT AND SPECIAL PROVISIONS.
- II. GENERAL PROVISIONS.

WITNESS THE EXECUTION HEREOF the date set opposite our respective names

EXECUTED: SEP 27 1979

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM:
[Signature]
DEPUTY CITY ATTORNEY

EXECUTED: AUG 13 1979

ATTEST: [Signature]
Clerk, Board of Supervisors

APPROVED AS TO FORM
[Signature]
Deputy County Counsel

CITY OF SAN JOSE, a municipal corporation

BY [Signature]
CITY CLERK

NOTICE ²⁵⁷⁶
Please return this document to the Board of Supervisors, Santa Clara County, Rm. 524, 70 W. Hedding St., San Jose, Calif. 95110. We shall provide County departments involved with conformed copies. Thank you. Clerk, Board of Supervisors

COUNTY OF SANTA CLARA

By [Signature]
Chairperson, Board of Supervisors

AUG 13 1979

cc: Transp./City of SJ/Fin.

ATTACHMENT I
PROJECT AND SPECIAL PROVISIONS

Installation of railroad crossing signals and crossing gates at Park Avenue and W.P.R.R. crossing No. 4G-22.7

A. DEFINITIONS. For the purpose of this Agreement:

1. "Project" means: Installation of railroad crossing signals and crossing gates at Park Avenue and W.P.R.R. crossing No. 4G-22.7 by W.P.R.R. forces.

2. "Total project cost" means the total of all costs or expenditures incurred or paid by the parties for the following:

Installation of railroad crossing signals and crossing gates at Park Avenue and W.P.R.R. crossing No. 4G-22.7. The Local Agency (City of San Jose and County of Santa Clara) share is 10% of the estimated \$50,000 total cost or \$5,000.

B. PAYMENT.

1. Shares. Subject to subparagraph 3 hereafter, County and City shall share the total project cost as follows:

The County's share of costs is 50% of the Local Agency cost, or \$2,500 (50% of \$5,000).

2. County Advance. Upon County's approval of plans and specifications submitted by City hereunder, County shall advance County's estimated share of \$2,500.

3. Maximum County Obligation. County's obligation hereunder shall not exceed \$2,500 unless after notice and request therefor from City, the County's Board of Supervisors grants authorization and appropriates funds therefor.

C. ENVIRONMENTAL EVALUATION. Not applicable - To be done by Caltrans and W.P.R.R., Co.

D. MAINTENANCE. Upon completion of each respective portion of the project, each party shall maintain and operate those project facilities which are within that respective party's jurisdiction.

ATTACHMENT II
GENERAL PROVISIONS

Installation of railroad crossing signals and crossing gates at Park Avenue and W.P.R.R. Crossing No. 4G-22.7.

- A. ADMINISTERING AGENT. In the exercise of this 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 power provided herein and the restrictions imposed by law upon City in the exercise of such powers.
- B. PLANS, SPECIFICATIONS, ESTIMATES. Plans for the installation of a railroad crossing signals and crossing gates to be prepared by W.P.R.R., Co.
- C. AWARD, SUPERVISION.
Not applicable - Entire work of installation of railroad crossing signals and crossing gates to be done by W.P.R.R. forces. Inspection and supervision will be provided by W.P.R.R., Co.
- D. INSURANCE. City shall require any one or more contractors engaged to construct the project or any portion thereof, to obtain and maintain in full force and effect until completion, a policy insurance insuring City and County and their respective officers and employees against any loss, damage, liability, cost or expense for personal injury or property damage occurring by reason of project's construction. Limits of liability and other provisions of such policy shall be the which City generally requires in connection with a project of the kind herein provided.
- E. HOLD HARMLESS. It is mutually 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.
- F. RECORDS AND ACCOUNTS. City shall keep, maintain and render available for inspection by County or its authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made or incurred by City on the project
- G. FINAL ACCOUNTING. Upon completion of the project, City shall pay the final Local Agency share and shall prepare and furnish to County a final accounting of the total Local Agency share.

Within thirty days thereafter, payment by either party exceeding the amount required for its respective share hereunder shall be refunded to or reimbursed by the other.



CITY CLERK

CITY OF SAN JOSE, CALIFORNIA

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

BOARD OF SUPERVISORS

SEP 28 1 54 PM '79

September 27, 1979
COUNTY OF
SANTA CLARA

County of Santa Clara
70 W. Hedding Street
San Jose, Ca., 95110

ATTENTION: CLERK, BOARD OF SUPERVISORS

AGREEMENT TO SHARE COSTS OF PROJECT; INSTALLATION OF RAILROAD
CROSSING SIGNALS & CROSSING GATES AT PARK AVE. & NO. 4G-22.7

Attached for your files is/are 1 executed copy/copies of the
above mentioned Agreement which was approved by the Council of
the City of San Jose on 9-25-79.

Approval by Resolution was not required.

Sammie Perkins

SAMMIE PERKINS
Deputy City Clerk

Enclosure

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

Susanne Wilson, *District 1*
Dominic L. Cortese, *District 2*
Dan Mc Corquodale, *District 3*
Rod Diridon, *District 4*
Geraldine F. Steinberg, *District 5*

August 23, 1979

City of San Jose
Transportation Division
Public Workd Department
801 North 1st Street
San Jose, CA 95110

Subject: Agreement with the City of San Jose
for installation of automatic railroad grade
crossing at Park Avenue

Enclosed you will find an original and one copy of an agreement between the County of Santa Clara and the City of San Jose. The Board of Supervisors at its regularly scheduled meeting on August 13, 1979, authorized execution of this agreement on behalf of the County,.

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

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

Deputy Clerk

DMR:je

Enclosures

#15
8/13/79

No. _____

Job No. _____

Change Order No. _____

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE August 23, 1979

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

_____ August 13, 1979 _____

Project to be charged installation of automatic railroad grade
crossing at Park Avenue

For the amount of \$ _____ see contract _____

Contractor City of San Jose

Completion Date _____

Budget Item _____ (for Controller's use)

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

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

WMS

California



TRANSMITTAL MEMORANDUM

S.D. 2

Page 1 of 2

DATE: July 27, 1979

COUNTY BOARD OF SUPERVISORS: Agenda Date August 13, 1979 Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

ps FROM: SHIELDS, ROADS OPERATIONS, TRANSPORTATION AGENCY

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WESTERN PACIFIC RAILROAD CROSSING AT PARK AVENUE

Recommended Action:

Approve the attached Agreement between the City of San Jose and the County of Santa Clara for installation of automatic railroad grade crossing protection gates at the Western Pacific Railroad Crossing of Park Avenue (4G-22.7).

The City of San Jose and the County of Santa Clara jointly are the "Local Agency" in this Agreement. The Local Agency share of \$5,000.00 will be split evenly between the City of San Jose and the County. Funding for the 50%, or \$2,500.00, of County participation is available in Account No. 310-2894, Railroad Crossings, and is included in this Fiscal Year's Budget.

Reasons for Recommendation:

This project will be done by Western Pacific Railroad forces. The City of San Jose has a Federal Aid Safety Agreement with Caltrans showing the Local Agency's share as \$5,000.00. Since this crossing is half within the County's jurisdiction, the City of San Jose is requesting that the County bear half of the Local Agency's cost.

Background:

The need for this improvement was established by the Federal Aid Safety Project.

The jurisdictional boundary between the County and the City of San Jose is the centerline of Park Avenue.

APPROVED: DIRECTOR [Signature]
COUNTY EXECUTIVE _____

City of San Jose; Finance; Transportation



DATE: July 27, 1979

COUNTY BOARD OF SUPERVISORS AGENDA DATE: August 13, 1979

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WESTERN PACIFIC RAILROAD CROSSING AT PARK AVENUE

Background: (continued)

at the WPRR crossing. The County has budgeted funds for the project. The City of San Jose will act as lead agency and has entered into the Local Agency Agreement.

Consequences of Negative Action:

There would be a change in policy with the City of San Jose as the County would not be following their established procedure for these joint improvement projects.

Steps Following Approval:

The City of San Jose will receive the final accounting from the Western Pacific Railroad Company and will bill the County for 50% of the actual cost. The County will pay the City the 50% amount which is estimated to be \$2,500.00.

RMS:rlf

Attachments: Agreement and letter from City of San Jose
Location Map

cc: Mr. A. R. Turturici, Director of Public Works, City of San Jose
Herbert L. Keaton, Deputy County Counsel
Donna Mahin, Finance Officer, Administrative Services





CITY OF SAN JOSE, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CA 95110
(408) 277-4000

DEPARTMENT OF PUBLIC WORKS
A. R. TURTURICI, DIRECTOR

July 3, 1979

Mr. Jim Graebner, Director
Transportation Agency
County of Santa Clara
1555 Berger Drive
San Jose, Ca. 95112

Attention: Mr. Dick Hickenbottom

Dear Mr. Graebner:

Enclosed are duplicate copies of proposed agreement for the cost sharing of the installation of railroad crossing gates at Park Avenue and W.P.R.R. Crossing No. 4G-22.7. The County's share of costs is estimated to be \$2,500 or 50% of the \$5,000 Local Agency share of the project cost per separate agreement with Caltrans.

If you find the agreement satisfactory, please process the execution and return both copies for City's execution. If you have any questions, please call Art Mendoza or Al Vanegas at 277-5161.

Very truly yours,

A. R. TURTURICI
Director of Public Works

DKD:JFB:sb

Enclosures

COUNTY OF
SANTA CLARA

JUL 19 7 00 AM '79

RECEIVED
TRANSPORTATION DEPARTMENT
ADMINISTRATION

Local Agency San Jose
 Date May 11, 1979
 Supplement No. 38
 To Local Agency-State
 Agreement No. 04-5005
04-SC1-0-SJs
RRP-C260(001)
 Park Avenue @ WPRR
 Xing No. 4G-22.7

PROGRAM
 OF
 LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS
 IN THE

City of San Jose
 Local Agency

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on 8-11-77, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of City/County Resolution No. _____ approved by the City Council/County Board of Supervisors on _____ (See copy attached).

City of San Jose
 Local Agency

By _____
 Title

Approved for State

Attest: _____
 Clerk

Deputy District Director of Transportation Date _____

District 04
 Department of Transportation

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.			Accounting Officer	\$ <u>45,000.00</u>	
S. J. Johnson	5/17/79	Chapter	Fiscal Year	Program Code	Fund Source
1000	1979	1000	1000	1000	1000

PROGRAM

EXHIBIT B

OF

04-SCL-0-SJs

LOCAL AGENCY FEDERAL SAFETY IMPROVEMENT PROJECTS

Date: May 11, 1979

PROGRAM SUPPLEMENT NO.: 38
To Master Agreement No. 04-5005

City of
Local Agency: San Jose

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds ^v
RRP-C260(001)	<p>In the City of San Jose, County of Santa Clara on Park Avenue (FAU C260) at WPRR Grade. Crossing No. 4G-22.7.</p> <p>Install No. 9 auto- matic gates to replace existing cantilevered flashing lights by Railroad Force Account.</p>	\$50,000	\$45,000	\$5,000

**Local Agency Funds
unless otherwise
specified*

Special Covenants or Remarks: 1. The cost of maintenance of the crossing shall be as allocated by Public Utilities Commission. 2. All costs shown are estimates. The Final Total Project Cost will be determined by either the sum of Railroad Force's actual material, labor and overhead charges for construction, plus State's charge for construction inspection or the amount set forth as the State's maximum liability in the Service Contract between the State and the Railroad Company, plus State's charge for construction inspection, whichever is less. Local Agency's share shall be 10% of the Final Total Project Cost.