

AGREEMENT BETWEEN THE COUNTY OF  
SANTA CLARA AND THE CITY OF SAN  
JOSE FOR COST SHARING FOR THE  
INTERSECTION IMPROVEMENTS AT  
WEST SANTA CLARA STREET AND  
CAHILL STREET

This Agreement, made and entered into this \_\_\_\_\_ day of JUL 20 1981,  
1981, by and between the CITY OF SAN JOSE, a municipal corporation of  
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 that the installation of  
a traffic signal be made at the intersection of West Santa Clara  
Street and Cahill Street said intersection being 100% within the  
jurisdiction of the City, and the County desires to assume all  
construction and maintenance costs of said project; 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, in consideration of their mutual promises, cove-  
nants and agreements hereinafter set forth, and subject to the terms,  
provisions and conditions hereinafter set forth, the parties hereto  
do agree as follows:

- 1. Scope of Project: The scope of said project consists of the  
Installation of a traffic signal to provide an efficient and safe  
movement for Public Transit vehicles.

For the purpose of this agreement, the term "total project cost" shall  
mean the total of all costs incurred and expenditures made by the City  
and the County for preliminary engineering, preparation of environmental  
statements or negative declarations, community meetings and public  
hearings as required, the preparation of plans and specifications,  
construction of said projects, and construction engineering.

For the purpose of this agreement, the term "construction cost" shall  
mean the total of all costs incurred and expenditures made by the

cc: City of San Jose, Counsel, Controller, Transportation Agency (3)  
(3)

City and the County for preliminary engineering, the preparation of plans and specifications, construction of said project and construction engineering.

2. Public Hearings and Environmental Statements. City shall conduct all public hearings and shall prepare all environmental statements that may be required for said project by existing legislation.

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

4. Sharing of Costs. County agrees to pay as its share the amount of One Hundred Thousand Dollars (\$100,000.00); which amount represents 100% of the estimated construction costs of traffic signal installation. City agrees to administer the construction contract at no cost to the City. Upon notice of successful bid by City to County, County shall pay to City 100% of the estimated construction cost upon demand. County further agrees to pay 100% of total construction cost.

It is contemplated that Federal Aid Urban (FAU) funds will become available for the construction of the project, and it is understood and agreed that County FAU funds received by City, as the administering agency for construction of said projects, will be returned to County within Thirty (30) days of receipt of said funds by City.

5. Award of Contract. After City has completed the plans and specifications for said project, City shall, subject to the provisions of Paragraphs 4, 6, 7 and 13 hereof, advertise for bids for construction of said particular project, award a separate contract therefor, and supervise the construction thereof to completion.

6. Maximum County Participation. County's share of total construction costs shall not exceed One Hundred Twenty Thousand Dollars (\$120,000.00) for said project. 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 said project.

7. 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 by City on construction of said project.
8. Termination. This agreement shall terminate on December 31, 1982, 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 4 of this agreement.
9. Final Accounting. Upon completion of the 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 total 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 for herein, and upon receipt thereof by City of FAU funds for the project, the City shall, within 30 days from its receipt of FAU funds, reimburse the County its FAU funds.  
  
If the final accounting of the project indicates the prepayment received by City from County exceeds the County's share of the construction costs, as set forth in Paragraph 4, the City shall return the difference to County. If the final accounting indicates the prepayment is less than the County's share, County shall forthwith pay City the difference.
11. Maintenance. City shall operate and maintain said project upon completion. County shall reimburse City for all costs of maintenance and operation of the traffic signal system and safety lighting. City shall review signal installation criteria (warrants) annually upon request by County and in the event City's warrant criteria are satisfied, City shall thereupon assume all costs of maintenance and operation of the traffic signal system and safety lighting.
12. 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 to the manner of exercise of such power provided herein and the restrictions imposed by law upon City in the exercise of such powers.

13. 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, defend, 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 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, is 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 not delegated to City under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify, defend, and hold 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 not delegated to City under this Agreement.

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

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

*F I Laskin*  
Deputy City Attorney  
4-19-81

*J Gray Hayes*  
Mayor  
"City"  
JANET GRAY HAYES  
MAYOR

ATTEST:

*Helen E. Jackson*  
City Clerk  
Helen E. Jackson  
CITY CLERK

APPROVED AS TO FORM:

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

*Assistant County Counsel*  
Assistant County Counsel  
4-22-81

By *Rod Diridon*  
Chairperson, Board of Supervisors  
Rod Diridon  
"County"

ATTEST:

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

The Santa Clara County Transit District is authorized to spend funds budgeted in acct. #1628-6425-2486 in order to accomplish the project as set forth in this agreement between City and County, which agreement is hereby approved and ratified by District.

County of Santa Clara Transit District Board  
By *Dan Mc Corquodale*  
Chairperson, Transit District Board  
DAN MC CORQUODALE of Supervisors

ATTEST:

*Donald M. Rains*  
Clerk, of Transit District Board  
DONALD M. RAINS

Date: JUL 20 1981

7-20-81

California

TD 8

PJB



TRANSMITTAL MEMORANDUM

S.D. 2

Page 1 of 2

DATE: July 1, 1981

COUNTY BOARD OF SUPERVISORS: Agenda Date July 20, 1981 Item No. \_\_\_\_\_

TRANSIT DISTRICT BOARD: Agenda Date July 20, 1981 Item No. \_\_\_\_\_

TRANSPORTATION COMMISSION: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

FROM: LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SAN JOSE FOR COST SHARING FOR THE INTERSECTION IMPROVEMENTS AT WEST SANTA CLARA STREET AND CAHILL STREET

Recommended Action

Adopt the cost sharing agreement with the City of San Jose for the intersection improvements at West Santa Clara Street and Cahill Street by both the County Board of Supervisors and Transit District Board for ratification and transit funding approval.

Sufficient funds have been budgeted in transit funds (1628-6425-2486) to accomplish the project as set forth in the subject agreement.

Reasons for Recommendation

This agreement will provide for the installation of a priority traffic signal to insure efficient and safe movement for public transit vehicles at the Southern Pacific Depot in San Jose.

Background

Field review for this project was conducted by FHWA, Caltrans, City of San Jose and the Santa Clara County Transportation Agency on May 7, 1980. The Federal Highway Administration granted authorization to proceed with preliminary engineering on the FAU Project MG-5082(20) July 8, 1980. An encroachment permit has been requested by the City of San Jose covering project involvement of State Route 82 (West Santa Clara Street) January 27, 1981. The project will be advertised by the City of San Jose as lead agency when FAU approval of funding is realized. The project is to provide discrete transit bus left-turn priority. The City of San Jose approved the agreement on May 26, 1981 Item 7L.

APPROVED: DIRECTOR [Signature]  
COUNTY EXECUTIVE \_\_\_\_\_

7-20-8103

DATE: July 1, 1981

COUNTY BOARD OF SUPERVISORS AGENDA DATE: July 20, 1981

TRANSIT DISTRICT BOARD AGENDA DATE: July 20, 1981

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF  
SAN JOSE FOR COST SHARING FOR THE INTERSECTION IMPROVEMENTS  
AT WEST SANTA CLARA STREET AND CAHILL STREET

Consequences of Negative Action

Federal funds amounting to between 83% and 100% of the project cost would not be made available and the project would have to be aborted or funded 100% by the County. In addition the operation of transit bus service related to the San Jose Southern Pacific Passenger Depot would be severally affected. Reference is made to the Transit District Board's action on September 24, 1979.

Steps following Approval

The City of San Jose will award and administer the project upon FAU's approval.

The City will furnish project final accounting to the County for approval.

LM:ARM:vlt

attachments



THIS IS SUBMITTED TO YOU  
FOR YOUR CBMIS ENTRY  
AND TRANSMITTAL TO  
FINANCE.

Item \*8 - 7/20/81 Agenda

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

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

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

BOARD OF SUPERVISORS  
SANTA CLARA COUNTY  
TRANSIT DISTRICT

DATE July 24, 1981

Agreement

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

\_\_\_\_\_ July 20th, \_\_\_\_\_, 19 81


Project to be charged Agreement with the City of San Jose for  
Cost Sharing for the Intersection Improvements at West Santa  
Clara and Cahill Streets.

For the amount of \$ 100,000.00

Contractor City of San Jose

Completion Date No date given.

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

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

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