

AGREEMENT
TO SHARE COSTS OF PROJECT

CITY/COUNTY WHEELCHAIR RAMPS 1978-79

AGREEMENT dated for convenience August 9, 1979 between
the CITY OF SAN JOSE, (hereinafter "City") and the COUNTY OF SANTA
CLARA (hereinafter "County"),

W I T N E S S E T H:

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 com-
pleted pursuant to an agreement whereby the City will act as administer-
ing agency.

NOW THEREFORE, the parties mutually agree:

The parties refer to and incorporate herein the following Attach-
ments to this Agreement:

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

WITNESS THE EXECUTION HEREOF the date set opposite our respective names.

EXECUTED: 8-9-79
ATTEST: _____
CITY CLERK

CITY OF SAN JOSE, a municipal
corporation
BY Francis L. Greiner
FRANCIS L. GREINER
CITY CLERK

APPROVED AS TO FORM:
[Signature]
~~XXXXXXXXXXXX~~ ATTORNEY
DIVISION CHIEF

EXECUTED: JUL 2 1979
ATTEST Sharon M. Rain
Clerk, Board of Supervisors

COUNTY OF SANTA CLARA
By [Signature]
Chairperson, Board of Supervisors

APPROVED AS TO FORM
[Signature]
Deputy County Counsel

signed cpy. to City of San Jose (w/one conf. cpy.), conf. cpy. to Transportation Agency, Roads Operations

ATTACHMENT I
PROJECT AND SPECIAL PROVISIONS

CITY/COUNTY WHEELCHAIR RAMPS 1978-79

A. DEFINITIONS. For the purpose of this Agreement:

1. "Project" means:

Installation of wheel chair ramps at intersections designated on attached Exhibit A, and minor intersection improvements to facilitate such installation.

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

Environmental evaluation, preliminary engineering, construction engineering, preparation of plans and specifications, construction and supervision.

B. PAYMENT.

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

In the proportion that the number of legs improved in each party's respective jurisdiction bears to the total number of legs of each intersection so improved.

2. County Advance. Upon County's approval of plans and specifications submitted by City hereunder, County shall advance County's estimated share of \$41,000.

3. Maximum County Obligation. County's obligation hereunder shall not exceed \$50,000 unless after notice and request therefor from City, the County's Board of Supervisors grants authorization and appropriates funds therefor.

C. ENVIRONMENTAL EVALUATION. City shall be Lead Agency for environmental evaluation of the project.

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.

E. TERMINATION. If City has awarded no contract for construction of the project or any portion on or before June 30, 1980 this agreement shall thereupon terminate, and any sums paid by County to City hereunder shall be refunded, except that preliminary engineering costs for the project, if any, shall be deducted from such refund in the same proportion as provided for the cost allocation in paragraph B1 above.

As to any portion or portions of the project for which City has not awarded a construction contract before June 30, 1980 the terms of this agreement shall likewise terminate only with respect thereto, and each party shall finally account and pay to the other such amounts as may be due after allocating the construction costs of portions of the projects which will be and are completed, in the proportions provided in paragraph B.

ATTACHMENT II
GENERAL PROVISIONS

CITY/COUNTY WHEELCHAIR RAMPS 1978-79

- 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. City shall prepare or cause to be prepared, plans, specifications and estimates for the project and shall submit them to County for written approval.
- C. AWARD, SUPERVISION. After County has approved the plans and specifications for the project, City shall award one or more contracts therefor and supervise each such contract to completion. The project or any portion thereof may be included within one or more construction contracts embracing additional or other work to which the County may not be contributing hereunder.
- 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 ^{SET} ~~for~~ 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 those 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 ^{City} ~~County~~ Government Code Section 895.4, County shall fully indemnify and hold ^{SET} 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 construction costs and shall prepare and furnish to County a final accounting of the total project cost.

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.

"EXHIBIT A"

Cost Sharing Summary
City-County Handicapped Facilities

	CITY	COUNTY	TOTAL
Bascom & Lindaire	3	-	3
" Maywood	1	2	3
" Sinclair Fwy.	1	7	8
" Scott	0	4	4
" Elliot	2	2	4
" San Carlos	4	0	4
" Cecil	2	1	3
" Bailey	3	-	3
" Olive	1	2	3
" Forest	3	1	4
" Naglee	4	0	4
" Hedding	4	0	4
" Hwy. 17	2	0	2
Meridian & Douglas	2	1	3
" Auzerais	2	1	3
Parkmoor & Lincoln	1	1	2
Fruitdale & Princess Ann	2	-	2
" Sherman Oaks	2	-	2
" Defore	2	-	2
" Leigh	2	-	2
San Carlos & Bellerose	2	2	4
" Bradley	2	-	2
" Topeka/Laswell	3	1	4

San Carlos & Cleveland

" Vaughn

" Arleta

" Brooklyn

" Raymond

" Boston

" Irvin

" Wabash/Leland

" Rutland

" Hester/Clifton

" Shasta/Leigh

San Carlos & Menker

" Mayellen

" Dana

" Buena Vista

" Willard

" Meridian

" Race

" Lincoln

" Sunol

" Bird

" Delmas

Park & Meridian

" Race

" Lincoln

" Sunol

" Cleaves

CITY	COU	TOTAL
-	1	1
-	2	2
-	1	1
-	2	2
1	1	2
-	1	1
1	1	2
-	2	2
2	2	4
2	2	4
-	2	2
2	-	2
2	-	2
2	-	4
4	-	4
2	2	4
1	1	2
1	1	2
1	1	2
2	2	4
4	-	4
4	-	4
2	-	2
2	2	2
-	2	2
2	2	4
2	2	2

Park & Morrison

" Ranier

TOTALS

CITY	COUNTY	TOTAL
2	2	4
2	-	2
<u>93</u>	<u>59</u>	<u>152</u>



COUNTY EXECUTIVE OFFICE

M-10

TRANSMITTAL MEMORANDUM

S.D. Various

Page 1 of 3

DATE: June 15, 1979

COUNTY BOARD OF SUPERVISORS: Agenda Date _____ Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: SHIELDS, ROAD OPERATIONS, TRANSPORTATION AGENCY

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND COUNTY OF SANTA CLARA FOR THE CONSTRUCTION OF WHEELCHAIR RAMPS WITHIN THE CITY UNDER JOINT CITY/COUNTY JURISDICTION FOR FISCAL YEAR 1979-1980

Recommended Action:

It is recommended that the County enter into the attached agreement with the City of San Jose to share in the costs to construct wheelchair ramps at various street intersections under joint City/County jurisdiction.

The County will advance \$41,000 to the City as its estimated share of the construction costs. Maximum obligation to the County shall not exceed \$50,000 without prior authorization and appropriation of funds.

Funds to cover these costs are available in Budget Account 2892 Spot Safety Program.

Reasons for Recommendation:

In keeping with the spirit of making street intersection crossings more accessible for the wheel-chair-handicapped, the City and County have formulated this agreement outlining the street intersections that appear to need the most attention and dictating the conditions for construction that are expected to provide an orderly, expedient and economic means of constructing wheelchair ramps in a more timely manner.

It is in the public interest to coordinate construction of handicapped facilities in multi-jurisdictional areas and open up full street intersection crossing accessibility and not wait until one agency or the other completes its obligation.

Ordinarily each agency would contract out to do its own work even though the work may be at the same street intersection which adds to

APPROVED: DIRECTOR WMS

COUNTY EXECUTIVE _____

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY JUL 2 1979
DONALD M. RAINS, Clerk of the Board
BY [Signature]

DATE: June 15, 1979

COUNTY BOARD OF SUPERVISORS AGENDA DATE: July 2, 1979

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND COUNTY OF SANTA CLARA FOR THE CONSTRUCTION OF WHEELCHAIR RAMPS WITHIN THE CITY UNDER JOINT CITY/COUNTY JURISDICTION FOR FISCAL YEAR 1979-1980

Reasons for Recommendation: (continued)

the overall unit cost of wheelchair ramp construction: additionally, this agreement will help dispell public criticism for lack of cooperation between public agencies to improve cost effectiveness and will allow for a more timely completion and full use of the wheelchair ramp facilities at these street intersections.

Background:

The City and County staff have developed a work program to construct wheelchair ramps at various street intersections in the City under joint City/County jurisdiction. The intent of this agreement is to allow for a coordinated City/County effort that will permit the construction of wheelchair ramps in a more timely, expedient and economical manner. This is in keeping with City and County policy to provide accessibility to the wheelchair-handicapped at street crosswalks.

In order to proceed with this program of construction, the County has elected to provide early finance by advancing \$41,000 to the City. This amount is the County's estimated share of the total wheelchair ramp construction costs under this agreement.

The total cost to construct the wheelchair ramps listed in "Exhibit A" is approximately \$105,000. 39% of this obligation is County, based on the construction of some 59 ramps out of a total of 152 ramps that are required at 52 joint City/County street inter-

The decision to advance the County's share was made after the City expressed concern about financing the entire project.

In the past the City and County have executed other joint venture agreements with satisfactory results; and, it is expected that this agreement will prove likewise.



DATE: June 15, 1979

COUNTY BOARD OF SUPERVISORS AGENDA DATE: July 2, 1979

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND COUNTY OF SANTA CLARA
FOR THE CONSTRUCTION OF WHEELCHAIR RAMPS WITHIN THE CITY UNDER
JOINT CITY/COUNTY JURISDICTION FOR FISCAL YEAR 1979-1980

Consequences of Negative Action:

The City and County will each have to contract out their own work resulting in higher construction costs; additionally, the wheelchair ramps will not necessarily be completed in a timely manner to allow for full use and safer accessibility through the street intersections.

It is more likely that the proposed wheelchair ramp improvements will take a different turn: street intersections will be improved partially, improvements will be ill-timed, and some not improved at all.

Steps Following Approval:

The agreement will be implemented. \$50,000 will be encumbered out of the Spot Safety Program Account to do this work.

The County will review the construction plans and specifications to be submitted by the City. Upon approval of the plans, the County will advance \$41,000 to the City to begin construction.

RMS:rlf

Attachments: Agreement with the City of San Jose
Exhibit A

cc: Herbert L. Keaton, Deputy County Counsel
LM/SAB



July 5, 1979

Mr. A. R. Turturici
Director of Public Works
Attn: D. Kent Dewell
City of San Jose
801 N. First St.
San Jose, CA 95110

Subject: Agreement between the City of San Jose and County for
the construction of wheelchair ramps within the city

Dear Mr. Turturici:

Enclosed please find two originals and one copy of above subject
agreement, approved by the Board of Supervisors at their meeting
of July 2, 1979. Please have both original agreements signed
and return one original to this office for further processing.
The marked copy is to be returned.

Thank you.

Sincerely yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

BY

Deputy Clerk

DMR:ea

Encls