

ROADS C&A
Cost Sharing -
Winchester Blvd
Campbell

AGREEMENT BETWEEN THE CITY OF CAMPBELL AND
THE COUNTY OF SANTA CLARA FOR THE CONSTRUCTION OF
A SIDEWALK ALONG WINCHESTER BOULEVARD
AND FOR SHARING THE COSTS THEREOF

One fully executed original to Contractor; 1/8/88 gpw
Controlled; Conformed copies to T/A-Road Operations (2);

THIS AGREEMENT, made and entered into this 3rd day of November,
1987, between the CITY of CAMPBELL, 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, the parties desire to provide to the City pedestrian facilities
along Winchester Boulevard and,

WHEREAS, the City and County desire to pay their proportionate shares of
the financial responsibility regarding the construction of the sidewalk along
Winchester Boulevard,

NOW, THEREFORE; in consideration of their mutual promises, covenants and
agreements contained, the parties hereto do hereby agree as follows:

1. The County shall construct wheelchair ramps and sidewalks below the
San Tomas Expressway overcrossing, and at the intersection of the San Tomas
Expressway ramps with Winchester Boulevard.
2. County shall include as part of the said project the construction

ORIGINAL

JAN 5 1988

of a sidewalk, beginning at the most northerly on-ramp to the expressway, and ending at the southerly end of the existing sidewalk south of Friar Way, for a total distance of approximately 275 feet. The cost of this work is estimated to be 21% of the total project cost, as shown in Exhibit "A", incorporated into this agreement by reference.

3. Upon completion of the work and the submittance of a final accounting, City shall reimburse County 21% of the construction costs.

4. County shall keep, maintain, and render available for inspection by the City or it's authorized representatives, records and books which will provide a complete and accurate account of all County costs, fees, and charges for construction costs of said sidewalk.

5. This agreement shall terminate on July 1, 1988 if County has not begun the construction.

6. In the exercise of this joint powers agreement, County 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 the County in the exercise of such power.

7. Mutual Indemnification . It is mutually understood and agreed that:

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

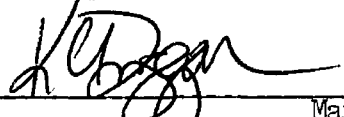
(b) Neither City, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by County, under or in connection with any work, authority or jurisdiction delegated to County under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold City harmless from any liability for injury (as defined in 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.

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

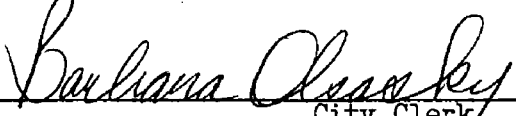
APPROVED AS TO FORM:

CITY OF CAMPBELL, a municipal corporation


Assistant City Attorney

By 
"City" Manager

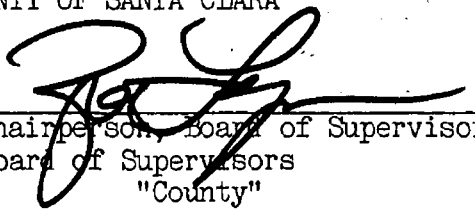
ATTEST:


City Clerk

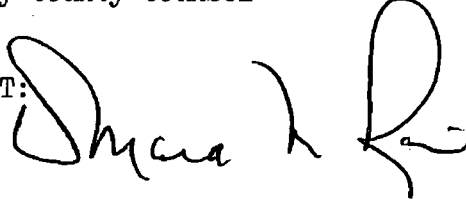
APPROVED AT TO FORM AND LEGALITY:

COUNTY OF SANTA CLARA


Deputy County Counsel

By 
Chairperson, Board of Supervisors
Board of Supervisors
"County"

ATTEST:


Clerk, Board of Supervisors

ZOE LOFGREN

JAN 5 1988

DONALD M. RAINS

SEP 24 9 04 AM '87

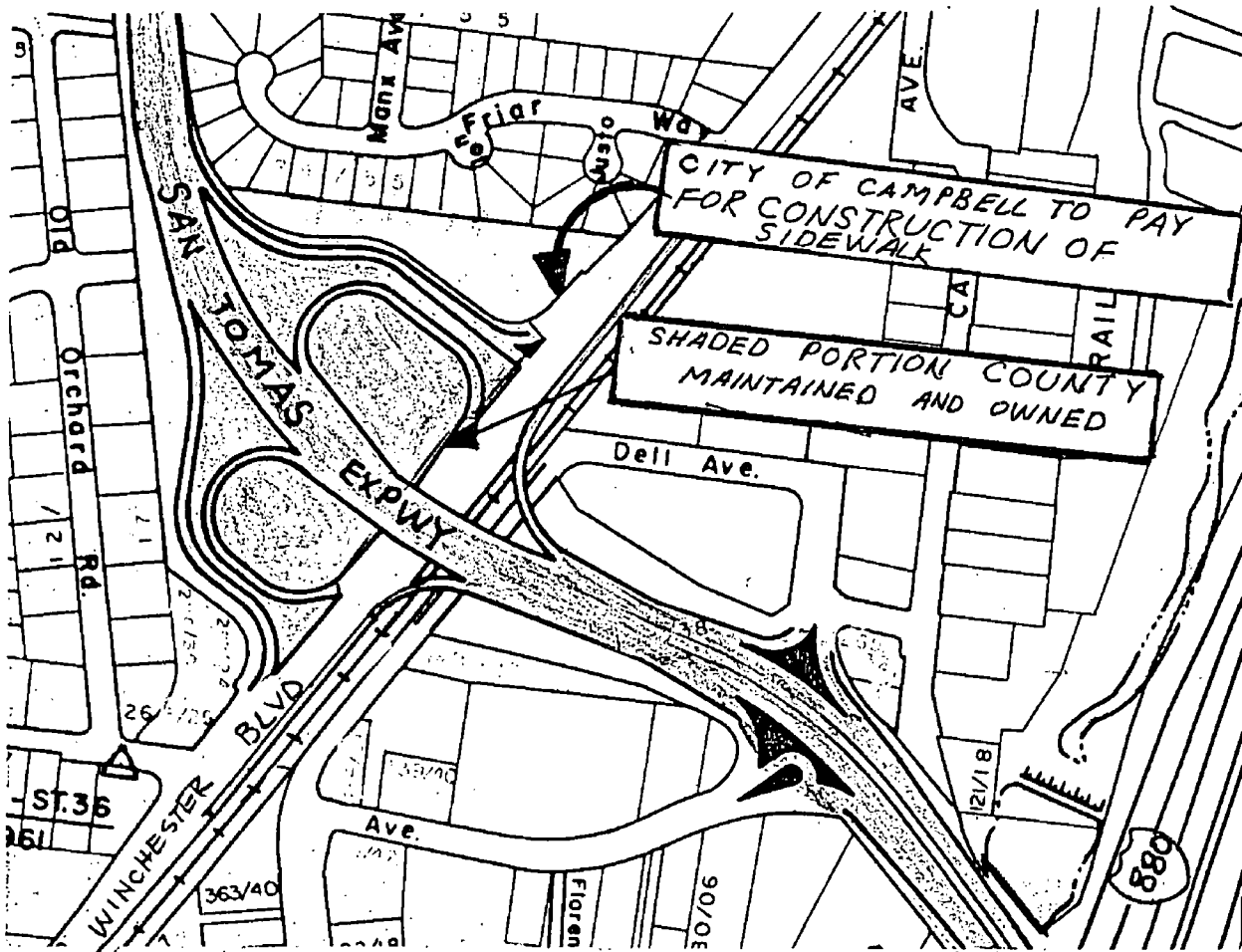
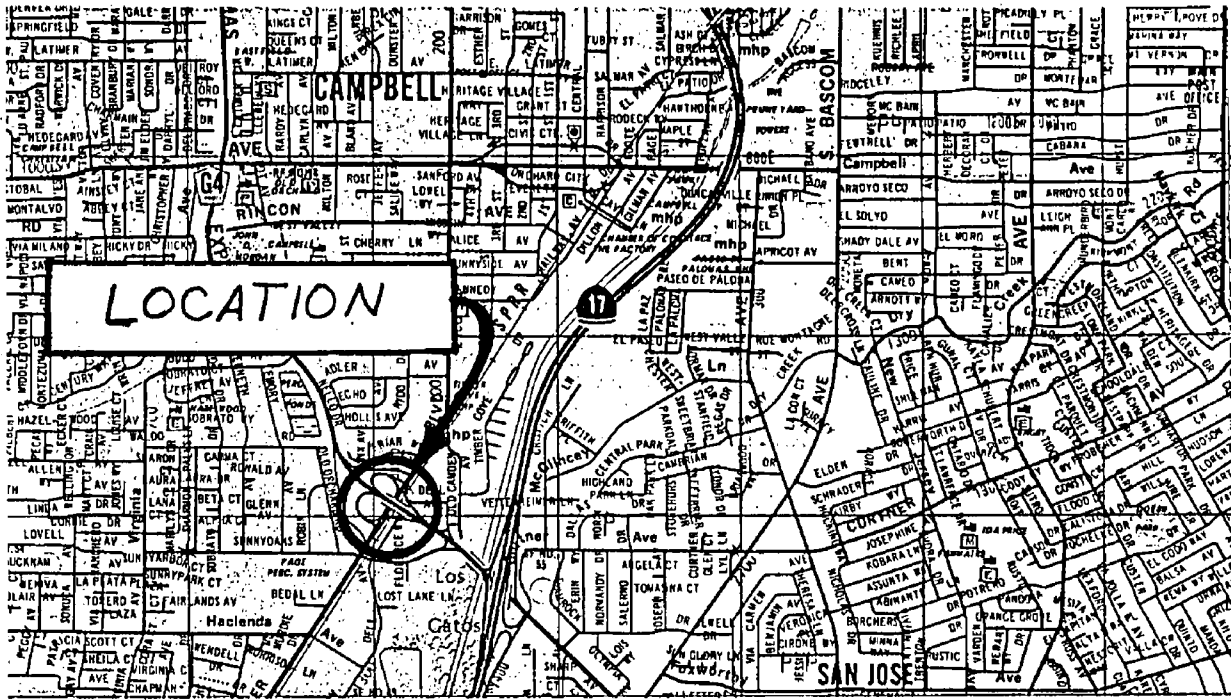
RECEIVED
COUNTY COUNSEL

Pedestrian Path Cost Estimate Breakdown

| <u>DESCRIPTION</u> | <u>TOTAL</u> | <u>COUNTY'S SHARE</u> | <u>CITY'S SHARE</u> |
|--|--------------|---------------------------|-------------------------|
| 5' Sidewalk | \$18,125. | \$11,250. | \$6,875. |
| B3 Curb | 3,600. | 3,600. | -0- |
| Wheelchair Ramps | 8,000. | 8,000. | -0- |
| Supplemental Work | 3,000. | 3,000. | -0- |
| Stripe removal/striping (by others) | | -0- | -0- |
| SUBTOTAL: | \$32,725. | \$25,850. | \$6,875. |
| Contract Admin. (15%) | 4,908. | 3,877. | 1,031. |
| GRAND TOTAL: | \$37,633. | \$29,727. | \$7,906. |
| SAY | \$38,000. | \$30,000. | \$8,000. |
| | | 79% | 21% |

Note: Where percentages are shown, they shall prevail over the dollar amounts derived therefrom.

Winchester Blvd. Pedestrian Walkway



LOCATION MAP

S.D. 4

COUNTY OF SANTA CLARA
CALIFORNIA

OFFICE OF THE BOARD OF SUPERVISORS
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-4321

MEMBERS OF THE BOARD
Susanne Wilson, District 1
Zoe Lofgren, District 2
Thomas L. Legan, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

January 8, 1988

Mr. Don Wimberly, Director of Public Works
City of Campbell
70 North First Street
Campbell, CA 95008

Dear Mr. Wimberly:

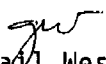
SUBJECT: Agreement for construction of a sidewalk along Winchester
Boulevard and sharing costs of construction

Enclosed you will find one fully executed copy of the subject
agreement between the County of Santa Clara and the City of Campbell.
The Board of Supervisors, at its regularly scheduled meeting on January
5, 1988, approved this agreement on behalf of the County.

The enclosed is for your files.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK


Gail Wess
Deputy Clerk

DMR:gw

Enclosures

cc: Transportation Agency
County Counsel

THIS IS FOR YOUR STARS
ENTRY AND TRANSMITTAL TO
FINANCE.

JOB NO. None
CHANGE ORDER NO. None

BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

DATE: January 8, 1988

The following agreement was approved by the Board of Supervisors at a meeting held on January 5, 1988, Item No. 13.

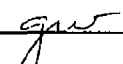
PROJECT TO BE CHARGED: Agreement for construction of a sidewalk along Winchester Boulevard and sharing costs of construction.

FOR THE AMOUNT OF - see agreement

CONTRACTOR: City of Campbell.

COMPLETION DATE: July 1, 1988.

BUDGET ITEM: _____ (FOR CONTROLLER'S USE)



Deputy Clerk

Gail Wess

CC -- CONTROLLER
CC -- FILE
CC -- ORIGINATING DEPARTMENT - Transportation Agency

TA 4



TRANSMITTAL MEMORANDUM

Prepared by Robert Dona

Page 1 of 2

S.D. 4

Reviewed by Ben Torrecillas/Alan Jones

Submitted by R. M. Shields

DATE: December 11, 1987

APPROVED: DIRECTOR fm

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

COUNTY BOARD OF SUPERVISORS: Agenda Date January 5, 1988 Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: RM R. M. Shields, Transportation Agency

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY JAN 5 1988
DONALD M. RAINS, Clerk of the Board
By Gail C. News
Deputy Clerk

SUBJECT: AGREEMENT BETWEEN THE CITY OF CAMPBELL AND THE COUNTY OF
SANTA CLARA TO SHARE IN THE COSTS TO CONSTRUCT PEDESTRIAN
WALKWAY FACILITIES ON WINCHESTER BOULEVARD

RECOMMENDED ACTION:

It is recommended that the attached agreement be executed.

FISCAL IMPLICATION:

The cost of the pedestrian walkway facility project is estimated at \$38,000. The City of Campbell will share in 21% of these costs (\$8,000). The remaining 79% will be borne by the County. Sufficient funds are available to fund the total project cost. Upon completion of the project, the City of Campbell will reimburse the County for its share in accordance with the executed agreement. The budget numbers are Road Fund Account No. 0023, Budget Unit 603, Index 4002, Subobject 2538-007C.

REASONS FOR RECOMMENDATION:

The City of Campbell and neighborhood residences have requested the County to provide pedestrian walkways on Winchester Blvd. in the vicinity of the San Tomas Expressway overcrossing to enable pedestrian foot traffic to walk and bicycle in a safe manner between Friar Way and Sunny Oaks. The City of Campbell wishes to share in the costs to build this walking space to enhance the safety of pedestrian and bicycle traffic.

Approved copy to T/A; 1/8/88 gpw

DATE: December 11, 1987

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: January 5, 1988

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE CITY OF CAMPBELL AND THE COUNTY OF
SANTA CLARA TO SHARE IN THE COSTS TO CONSTRUCT PEDESTRIAN
WALKWAY FACILITIES ON WINCHESTER BOULEVARD

BACKGROUND:

Winchester Blvd. is a four-lane wide, two-way urban arterial street in the City of Campbell that goes under the San Tomas Expressway, a County-maintained facility. The Southern Pacific Railroad (SPRR) runs close to and parallel with Winchester Blvd. on the east side of the road. No development exists between Winchester Blvd. and the SPRR. Currently, pedestrians walking along the westerly side of Winchester Blvd. must walk on the shoulder of the road, where a large number of traffic weaving movements occur. The County proposes to construct pedestrian facilities and wheelchair ramps. These pedestrian facilities will provide continuous pedestrian access between the area north of the expressway to the area south. This agreement will allow the City of Campbell to share in and to reimburse the County of Santa Clara for 21% of the construction and inspection cost of the project.

CONSEQUENCES OF NEGATIVE ACTION:

The pedestrian walkway improvements only underneath the expressway will be constructed, but the discontinuity of pedestrian facilities north of the expressway will remain.

STEPS FOLLOWING APPROVAL:

The terms of the agreement will be carried out.

RMS:kh

Attachments: Agreement/Location Map

cc: County Counsel's Office, Attn: Herbert Keaton

