

6/21/72

BOARD OF SUPERVISORS

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA,  
CITY OF SAN JOSE, AND TOWN OF LOS GATOS RELATING  
TO INSTALLATION OF SIGNALIZATION EQUIPMENT AT  
SOUTH BASCOM AVENUE AND SAMARITAN DRIVE.

This AGREEMENT, made and entered into this                      day of  
SEP 26 1972, 1972, by, between and among the COUNTY OF SANTA CLARA,  
a political subdivision of the State of California, hereinafter referred  
to as "County", the CITY OF SAN JOSE, a municipal corporation of the  
State of California, hereinafter referred to as "City", and the TOWN  
OF LOS GATOS, a municipal corporation of the State of California, herein-  
after referred to as "Town";

W I T N E S S E T H

WHEREAS, it has been determined by the parties aforementioned  
that it would be for and in the best interest of the residents of the  
County, City and Town that the intersection of South Bascom Avenue with  
Samaritan Drive have installed vehicular traffic control signalization  
equipment for the protection of persons and property; and

WHEREAS, portions of said intersection lie within the jurisdiction  
of the County, City and Town and that for the purposes of efficiency of  
installation and economy that the involved jurisdictions enter into a  
joint agreement for said installation, which is hereinafter called  
"project".

NOW, THEREFORE, it is hereby agreed by, between and among the  
County, City and Town as follows:

1. Plans and Specifications. Town shall prepare and submit to  
County and City, for approval, plans and specifications for the installa-  
tion of traffic control signalization equipment at the intersection of  
South Bascom Avenue and Samaritan Drive. Plans shall be prepared in  
accordance with the standards of Sections 7 and 8 of the California  
Division of Highways Planning Manual.

2. Award of Contract. Upon approval of plans and specifications  
by County and City, Town shall advertise for bids for construction of

- Distribution - Orig - Town of Los Gatos
- 1 - City of San Jose
- 1 - Public Works
- 1 - Finance
- 1 - Co. Counsel

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said project, award a contract therefor and supervise the construction thereof to completion.

3. Liability Insurance. Town agrees to require any contractor engaged to perform said project to take out and maintain in full force and effect during the construction of said project and until the acceptance of said project by County, City and Town, a policy of public liability and property damage insurance insuring County, City and Town, their officers and employees, from and against any loss, cost or expense arising out of or in any way connected with the construction of said project. The terms, provisions and conditions of such policy shall be those which County, City and Town normally require in connection with the type of construction contemplated for said project; provided, however, that Town agrees to require such contractor to name County, City and Town, their officers and employees, as co-insureds on such policy.

Said policy shall contain a provision that the insurance afforded thereby to County, City and Town and their respective officers and employees shall be primary insurance to the full limits of liability of the policy and that if the County, City and Town or their respective officers and employees have other insurance against a loss covered by such policy, that other insurance shall be excess insurance only.

4. Sharing of Costs.

a. County's share of the project shall be 50% of the cost of the electrical work involved in the signalization of the intersection and 33% of the cost of road work done in conjunction with the signalization of the intersection. Within thirty (30) days after approval by County of the plans and specifications, County shall pay to Town the sum of Twenty-One Thousand and 00/100 (\$21,000.00) Dollars, which is the amount presently estimated by Town to be the total cost of the portion of the project lying within the unincorporated area of the County.

b. City's share of the project shall be 33% of the cost of the electrical work involved in the signalization of the intersection and 0% of the road work done in conjunction with the signalization of the intersection. Within thirty (30) days after approval by City of the plans and specifications, City shall pay to Town the sum of Ten Thousand and 00/100 (\$10,000.00) Dollars, which is the amount presently estimated by the Town to be the total cost of the portion of the project lying within the area bounded by City's proposed Annexation, Parker No. 7.

5. Construction Costs. As used in this agreement the term "total cost" shall mean the total of all costs incurred and expenditures made by Town in connection with constructing the above described project, including but not limited to preliminary engineering costs and expenses, costs and expenses of preparing plans and specifications (6% of actual construction cost), costs and expenses for construction engineering and inspection, publication, advertising and printing (7% of actual construction cost), cost of the construction contract, cost of extra work authorized by City and/or County, and cost of all materials not included in the contract price.

6. Final Accounting. Upon completion of said project, Town shall submit to City and County a final accounting of the total construction costs of said project. In the event this final accounting shows that the sum advanced to Town is less than the percentages stated above in paragraph 4, City and County shall pay Town the difference within sixty (60) days from receipt of said final accounting. However, in the event this final accounting shows that the sum advanced to Town is more than the percentages stated above in paragraph 4, Town shall return the difference to City and County within sixty (60) days.

7. Acquisition of Property. Town agrees to acquire at its own cost and expense, all of the real property required for the Project located

within the Town, and County agrees to acquire, at its own cost and expense, all of the real property required for the Project located within the unincorporated area of County.

8. Records and Accounts. Town shall keep, maintain and render available for inspection by County and City or their authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by Town for construction of costs of said project.

9. Annexation. In the event any portion of the area within the limits of said improvements is annexed to Town or City before the date of approval of said plans and specifications by County, County's share of the total construction cost shall be reduced, and Town's or City's share shall be increased in proportion to the extent of the improvements lying within the territory annexed.

In the event City's proposed Annexation, Parker No. 7, is not approved and filed with the Secretary of State by the date of approval of the plans and specifications, the terms of this agreement pertaining to the participation by City shall not be binding on City. In this event, County's share of the cost of the electrical work involved in the signalization of the intersection referred to under paragraph 4 above, shall be increased to eighty-three percent (83%). The County's share of the road work done in conjunction with the signalization of the intersection shall remain the same.

10. Maintenance. Upon completion of the project, the above described improvements shall be operated and maintained by County pursuant to a subsequent agreement entered into between the participating parties. The proportionate share of the operation and maintenance costs shall be the percentage of electrical work, as described in either paragraph 4 or 9, whichever is applicable.

11. Termination. This agreement shall terminate on June 30, 1973, if Town has not awarded a contract for construction of the above described

project prior to that date. In the event of such a termination, Town shall refund to County and City all sums paid under paragraph 4 of this agreement.

Town's portion of the project is expected to be financed with TOPICS Funds. In the event use of TOPICS Funds is not approved for the project, Town shall have the right to cancel said project at any time prior to start of construction.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove set forth.

APPROVED AS TO FORM:

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

Gerald Thompson  
Deputy County Counsel

Charles A. [Signature]  
Chairman, Board of Supervisors

"County"

ATTEST:

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

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

[Signature]  
Deputy City Attorney

By [Signature]  
Mayor

"City"

ATTEST:

FRANCIS L. GREINER  
By [Signature] Deputy  
City Clerk

TOWN OF LOS GATOS, a municipal corporation

ATTEST:

[Signature]  
Town Clerk

By [Signature]  
Mayor

"Town"

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

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

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

**BOARD OF SUPERVISORS  
SANTA CLARA COUNTY**

DATE September 27, 1972

**Cost Sharing Agreement**

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

September 26, 1972

Cost sharing agreement re installation of signalization  
Project to be charged equipment at the intersections of Blossom Hill Road  
with Harvard Road and Blossom Hill Road with Leigh Avenue and agreement  
to share at South Blossom Avenue and American Drive

For the amount of \$ See Agreements (2)

City Clerk, City of San Jose, 501 N First St., San Jose  
Contractor TOWN CLERK, Town of Los Gatos, 110 E. Main St., Los Gatos

Completion Date See Agreements (2)

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

**DONALD M. RAINE**  
Clerk of the Board

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

September 27, 1972

City Clerk  
City of San Jose  
801 N. First St.  
San Jose, California

Town Clerk  
Town of Los Gatos  
110 E. Main St.  
Los Gatos, Calif. 95030

**Subject:** Cost sharing agreement re installation of  
signalization equipment at the intersections  
of Blossom Hill Road with Harwood Road and  
Blossom Hill Road with Leigh Avenue and  
Agreement re same at South Bascom Avenue and  
Samaritan Drive.

**Dear Sirs:**

Enclosed you will find a fully executed copy of the  
subject agreements between the County of Santa Clara  
and the parties named above. The Board of Supervisors  
at its regularly scheduled meeting on September 26, 1972  
approved this agreement on behalf of the County.

The enclosed copies are for your records.

Very truly yours,

BOARD OF SUPERVISORS  
Donald H. Rains, Clerk

By *Doug Horn*  
Deputy Clerk

DMR/dgh  
Enclosures (2)  
cc:  
Public Works Engineering

TRANSMITTAL MEMORANDUM

S.D. 1

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DATE: September 13, 1972

FOR: BOARD OF SUPERVISORS AGENDA OF September 26, , 19 72

FROM: MONTINI, PUBLIC WORKS, ENGINEERING

TITLE: COST SHARING AGREEMENT RELATING TO INSTALLATION OF SIGNALIZATION EQUIPMENT AT THE INTERSECTIONS OF BLOSSOM HILL ROAD WITH HARWOOD ROAD AND BLOSSOM HILL ROAD WITH LEIGH AVENUE AND AGREEMENT RELATING TO INSTALLATION OF SIGNALIZATION EQUIPMENT AT SOUTH BASCOM

DESCRIPTION: AVENUE AND SAMARITAN DRIVE

The two attached agreements provide for cost sharing among the Town of Los Gatos, the City of San Jose and the County of Santa Clara for the installation of traffic signals at the following intersections:

- 1. a.) Blossom Hill Road at Harwood Road
- b.) Blossom Hill Road at Leigh Avenue
- 2. Bascom Avenue at Samaritan Drive

These projects have been initiated by the Town of Los Gatos who will prepare plans and specifications and supervise the construction contract. All agencies are in agreement that traffic signals are required at each of these locations. The Town of Los Gatos and the City of San Jose have already executed these agreements.

The County's share of this work has been estimated to be \$27,250.00. Funds for these projects are available in the traffic signal account in the current year's Road Budget.

Execution of the attached agreements is recommended.

After execution, send originals to the Town of Los Gatos and return the "City of San Jose" copies to Linda Crosby, Deputy City Clerk, San Jose.

LM:RBP:vlh

attachments

*ym*

APPROVED: JAMES POTT *[Signature]*

HOWARD CAMPEN

AGENDA DATA: DATE: \_\_\_\_\_

BOARD ACTION: SEP 26 1972 *[Signature]*

ITEM NO: \_\_\_\_\_







CITY CLERK

CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

August 23, 1972

County of Santa Clara  
Department of Public Works  
70 West Hedding Street  
San Jose, CA

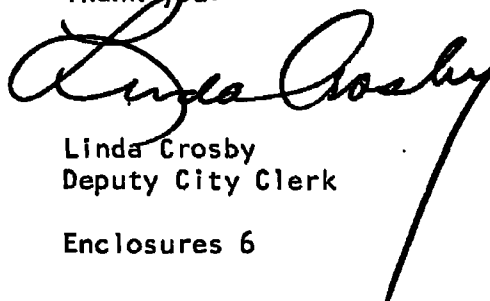
Attention: Lou Montini

AGREEMENT RELATING TO INSTALLATION OF SIGNALIZATION  
EQUIPMENT AT THE INTERSECTIONS OF BLOSSOM HILL ROAD  
WITH HARWOOD ROAD AND BLOSSOM HILL ROAD WITH LEIGH  
AVENUE and AGREEMENT RELATING TO INSTALLATION OF  
SIGNALIZATION EQUIPMENT AT SOUTH BASCOM AVENUE AND  
SAMARITAN DRIVE--Approved by City Council 8-14-72.

Enclosed for approval and execution are three copies  
of each of the above agreements.

After execution, please send the original to the Town  
of Los Gatos, return the "City of San Jose" copy to  
my attention and retain remaining copy for your files.

Thank you.



Linda Crosby  
Deputy City Clerk

Enclosures 6

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