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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 THE INTERSECTIONS OF BLOSSOM HILL
ROAD WITH HARWOOD ROAD AND BLOSSOM HILL ROAD
WITH LEIGH AVENUE.

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, hereinafter 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 Blossom Hill Road with
Harwood Road and the intersection of Blossom Hill Road with Leigh Avenue
have installed vehicular traffic control signalization equipment for the
protection of persons and property; and

WHEREAS, portions of each of the aforementioned intersections lie
within the jurisdiction of the County, City and Town and for the purposes
of efficiency of installation and economy the involved jurisdictions enter
into a joint agreement for said installation. For the purpose of brevity
and identification, the traffic signal installation for Blossom Hill Road
and Harwood Road is hereinafter referred to as "Project A", and the
traffic signal installation for Blossom Hill Road and Leigh Avenue is
hereinafter referred to as "Project B".

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 Project A and

Distribution:

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

SEP 26 1972 (43)

Project B. Plans shall be prepared in accordance with the standards of Sections 7 and 8 of the California Division of Highways Planning Manual. Plans and specifications shall include provision for City to supply traffic signal controllers for both intersections.

2. Award of Contract. Upon approval of plans and specifications for Project A and Project B by County and City, Town shall advertise for bids for construction of said projects, award a contract therefor and supervise the construction thereof to completion.

3. Liability Insurance. Town agrees to require any contractor engaged to perform said projects to take out and maintain in full force and effect during the construction of said projects and until the acceptance of said projects 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 projects. 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 projects; 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. Construction Costs. As used in this agreement the term "total cost" shall mean the total of all costs incurred and expenditures made by County, City and Town in connection with constructing each of the above described projects. City's initial cost shall include the actual cost of the two (2) traffic signal controllers furnished for the project. Town's

initial cost shall include, but not be limited to preliminary engineering costs and expenses, costs and expenses of preparing plans and specifications (6% of actual construction costs), 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. These initial costs will be credited in determining the ultimate contribution of each agency.

5. Share of Costs for Project A and Project B. County's share of Project A shall be twenty-five percent (25%) of the total cost of said project. City's share of Project A shall be fifty percent (50%) of the total cost of said project.

City's share of Project B shall be sixty-seven percent (67%) of the total cost of said project. Town's share of Project B shall be thirty-three percent (33%) of the total cost of said project. County's share of Project B shall be 0% of the total cost of said project.

6. Payment of Estimated Shares. Within thirty (30) days after approval by County and City of the plans and specifications for both Project A and Project B, the County shall pay to Town the sum of Six Thousand Two Hundred Fifty and 00/100 (\$6,250.00) Dollars, and the City shall pay to Town the sum of Twenty-nine Thousand Two Hundred Fifty and 00/100 (\$29,250.00) Dollars.

The above amounts are estimates of the total proportionate share of the cost of both Project A and Project B based upon the percentages of the cost as set forth in paragraph 5, supra.

7. Final Accounting. Upon completion of the project, Town shall submit to City and County a final accounting of the total cost for both projects. In the event this final accounting shows that the sum advanced to Town, plus credits as described in paragraph 4 above, is less than the percentages stated in paragraph 5 above, City and County shall pay Town the difference within sixty (60) days from receipt of the final accounting.

However, in the event this final accounting shows that the sum advanced to Town plus any credits is more than percentages stated above in paragraph 5, Town shall return the difference to City and County within sixty (60) days.

8. Records and Accounts. Town and City shall keep, maintain and render available for inspection by Town, City or County, or their authorized representatives, records of all costs, fees and expenditures made by Town and City in connection with this project.

9. Annexation. In the event any portion of the area within the limits of said improvements is annexed to Town or City or other governmental agency before the date of approval of said plans and specifications by County, County's share of the total contract cost shall be reduced in proportion to the amount of territory annexed, and the share of the annexing jurisdiction shall be proportionately increased.

10. Maintenance. Upon completion of the projects, the above described improvements shall be operated and maintained by City pursuant to a subsequent agreement entered into between the participating parties. Each agency's proportionate share of the operation and maintenance costs for each intersection shall be the percentage of total work for each intersection, as described in paragraphs 4 and 5 above.

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 advanced under paragraph 6 of this agreement.

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

APPROVED AS TO FORM:

Gerald Thompson
Deputy County Counsel

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

Charles A. Zuercher
Chairman, Board of Supervisors

"County"

ATTEST:

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

APPROVED AS TO FORM:

Ronald J. ...
Deputy City Attorney

CITY OF SAN JOSE, a municipal
corporation

By Norma J. ...
Mayor

"City"

ATTEST:

FRANCIS L. GREINER
By Francis L. Greiner Deputy
City Clerk

TOWN OF LOS GATOS, a municipal
corporation

Ruth ...
Mayor

ATTEST:

J. ...
Town Clerk

"Town"

No. _____

Job No. _____

Change Order No. _____

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE _____

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

~~Project to be charged 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~~
Cost sharing agreement re installation of signalizatio

For the amount of \$ See Agreements (2)

City Clerk, City of San Jose, 801 N First St., San Jose
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. RAINS
Clerk of the Board

DMR/dgh

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

3128

Orig: ROADS Contracts & Agreements
Cost sharing - Bascom Ave So.
S. City & Los Gatos Town

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 M. Rains, Clerk

By *Donna Horn*
Deputy Clerk

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

County of Santa Clara

California

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

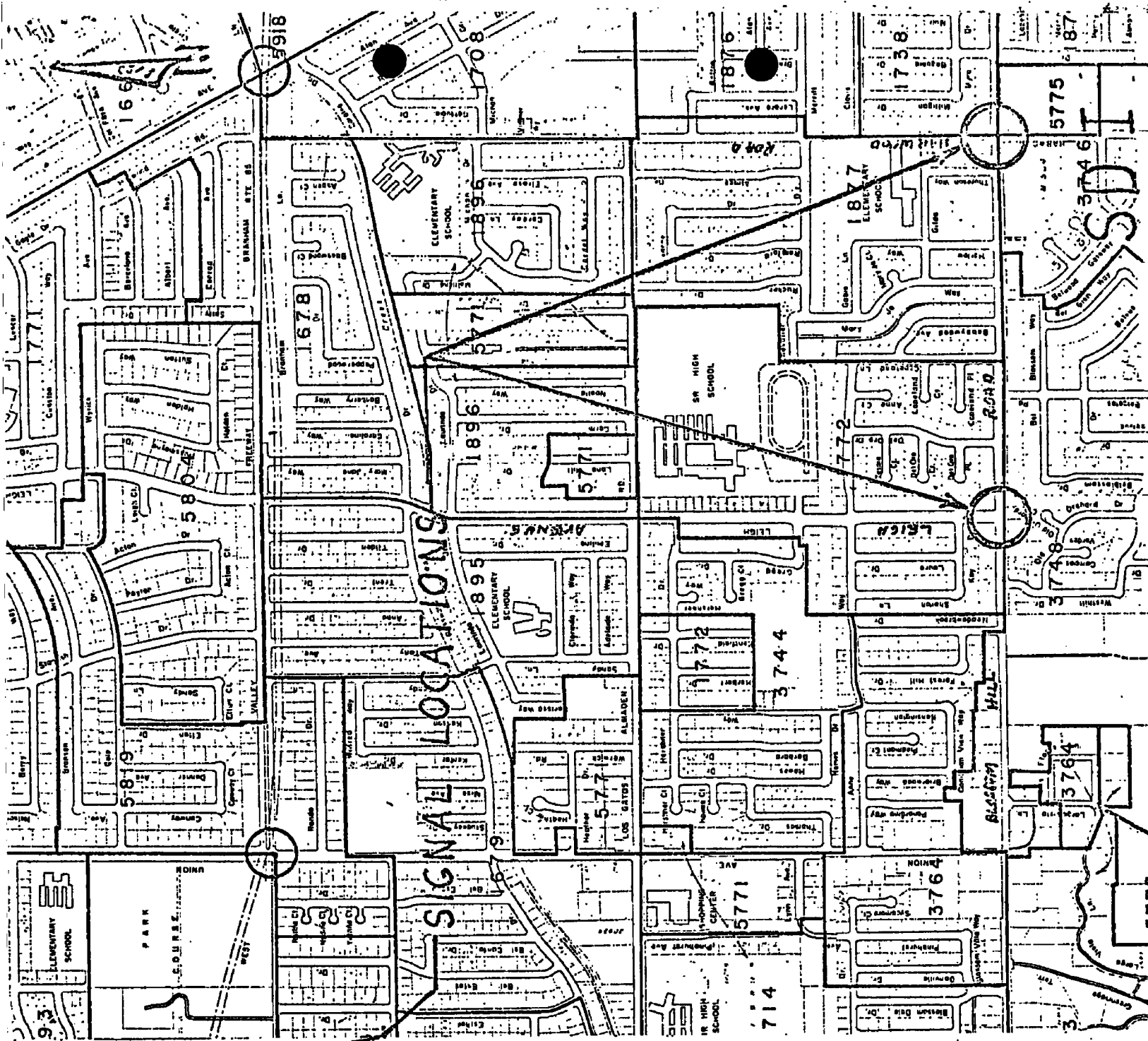
APPROVED: JAMES POTT 

HOWARD CAMPEN 

AGENDA DATA: *DATE:

BOARD ACTION: SEP 26 1972 

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

SEP 26 1972