



CITY CLERK

CITY OF SAN JOSE, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CA 95110
(408) 277-4424

June 29, 1979

BOARD OF SUPERVISORS
JUL 2 2 45 PM '79
COUNTY OF SANTA CLARA

County of Santa Clara
70 W. Hedding Street
San Jose, California, 95110

ATTENTION: CLERK OF THE BOARD OF SUPERVISORS

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR
INSTALLATION OF TRAFFIC CONTROL SIGNALS & CHANNELIZATION AT ONE (1)
LOCATION, AND FOR THE SHARING OF CERTAIN COSTS THEREOF

Attached for your files is/are 1 executed copy/copies of the
above-mentioned Agreement which was approved by the Council of the
City of San Jose on 6-26-79.

Also enclosed is/are 1 copy/copies of the Resolution approving
said Agreement.

Samie Perkins

Samie Perkins
Deputy City Clerk

Enclosure



AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND CHANNELIZATION AT ONE (1) LOCATION, AND FOR THE SHARING OF CERTAIN COSTS THEREOF

THIS AGREEMENT, made and entered into this 27th day of June, 1979, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter "City"), and the COUNTY OF SANTA CLARA, a political subdivision of the State of California (hereinafter "County").

W I T N E S S E T H:

WHEREAS, it is in the public interest that certain traffic control signals, and channelization be constructed at the following locations:

- 1. Branham Lane and Leigh Avenue, which is 50% in the County and 50% in the City, (hereinafter referred to as "Project A");

WHEREAS, it is in the best interest of orderly and economic construction practices to complete said project under an agreement between County and City, providing for a construction contract for said project awarded and administered by City.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants and agreements; and subject to the terms, conditions and provisions hereinafter set forth, the parties hereto do hereby agree as follows:

- 1. Scope of Project. The scope of said project consists of the necessary channelization and installation of traffic signals at the said intersection.
- 2. Public Hearings and Environmental Statements. City shall conduct all public hearings and shall prepare all environmental statements that may be required for the 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 for said project to the County for County's approval.
- 4. Sharing of Costs. County agrees to pay for a portion of the total construction costs of each of said projects as follows:

Project A - 50%;

2 signed and 1 conf. cpy. to City of San Jose; conf. cpy. to Transportation Agency

NOTICE
Please return this document to the Board of Supervisors, Santa Clara County, ~~Rm. 504~~, 70 W. Hedding St., San Jose, Calif. 95110. We shall provide County departments involved with conformed copies. Thank you. Clerk, Board of Supervisors

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 project, will be retained by City and credited to County's share of costs hereunder.

5. Prepayment. Upon approval of plans and specifications by County of the project, County shall pay to City 50% of its estimated share of the construction cost. The County estimated share, prepayment and estimated County matching share as follows:

	<u>County Estimated Share</u>	<u>Prepayment</u>	<u>Estimated County Matching Share</u>
Project A	30,000	15,000	5,121

It is understood that the prepayment received from the County by City as the administering agency for construction of said projects, less the County's actual matching share determined upon final accounting will be refunded to County by City.

6. Award of Contract. After County has approved the separate plans and specifications for the particular project, City shall, subject to the provisions of paragraphs 7, 15, 17 and 18 hereof, advertise for bids for construction of said project, award a separate contract therefor, and supervise the construction thereof to completion. It is understood that the project mentioned herein may be included within construction contracts embracing additional work to which County may not be contributing.

7. Maximum County Participation. County's share of construction costs shall not exceed the amounts shown for said project as follows:

Project A - \$40,000

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 each particular project.

8. Liability Insurance. City agrees to require any contractor engaged to perform said project to take out and maintain in full force and effect during the construction of the project for which he is so engaged and until the acceptance of said project by City, a policy of public liability and property damage insurance insuring City, its officers and employees, and County, its 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 City normally requires in connection with the type of construction contemplated for said project; provided, however, that City agrees to require such contractor to name County, its officers and employees, as co-insured on such policy.

9. Construction Costs. As used in this agreement, the term "construction costs of a project" shall mean the sum total of all construction costs and expenditures made by City and County in connection with the project, excluding land acquisition costs and including, but not limited to, engineering costs and expenses, costs and expenses of preparation of plans and specifications, costs and expenses for inspection, publication, advertising and printing, that portion of the costs of the construction contract awarded by City which is allocable to the construction of said project, costs of extra work for a project authorized by City and County, and costs of all materials allocable to a project not included in the contract price of said construction project. "Construction costs of a project" shall also include the actual costs of the traffic signal controller furnished by City for said project.

10. Final Accounting. Upon completion of a particular 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 construction costs of said project in its entirety.

11. Adjustment of Costs. In the event that said final accounting shows that the said estimated sum paid by County to City pursuant to paragraph 5 hereof is more than County's share for the project as outlined in paragraph 4 hereof, City shall forthwith refund to County the difference.

In the event that said final accounting shows that the said estimated sum paid by County to City pursuant to paragraph 5 hereof is less than County's share for the project as outlined in paragraph 4 hereof, County shall forthwith pay to City the difference pursuant to paragraph 7 hereof.

12. Acquisition of Property. City agrees to acquire at its own cost and expense all of the real property required for the project located within City of San Jose; and County agrees to acquire at its own cost and expense all of the real property required for the project located within the County.

13. Maintenance. Upon completion of the project, said project shall be operated and maintained by the City. The operation and maintenance costs for said project shall be apportioned between City and County according to the percentage within each jurisdiction, pursuant to existing operation and maintenance agreement, or, if none exists, then according to the percentage in this present agreement.

14. Annexation. In the event any portion of the area within the limits of the project is annexed to San Jose before date of advertising of said project by City, County's share of the "total construction costs" shall be decreased in proportion to the extent of said project lying within the territory annexed.

15. Administering Agent. In the exercise of this agreement, San Jose 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 powers provided herein and the restrictions imposed by law upon City in the exercise of such powers.

16. 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 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 Government Code Section 895.4, County shall indemnify and hold City 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.

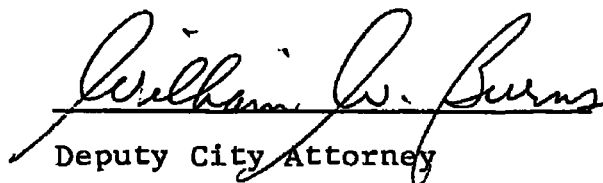
17. Termination. In the event that a contract for the construction of the project is not awarded prior to June 30, 1980, the terms of this contract shall be void with respect to said project, and any sums paid by County to City, pursuant to paragraph 5 herein, with respect to said project shall be forthwith refunded, except that City's accrued costs for said project, if any, shall be deducted from such sum to be refunded to County according to the respective sharing of costs as provided in paragraph 4.

18. Deletion of Projects. If the project does not obtain FAU funds for construction costs, said project may be deleted from this agreement at the option of either City or County, and in such instance, City and County shall share the actual accrued costs up to the date of deletion of said project according to the respective sharing of costs as provided in paragraph 4.

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

APPROVED AS TO FORM:

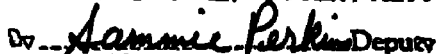
CITY OF SAN JOSE, a municipal corporation


Deputy City Attorney

By 
JAMES E. SELF, VICE MAYOR
"City"

ATTEST:

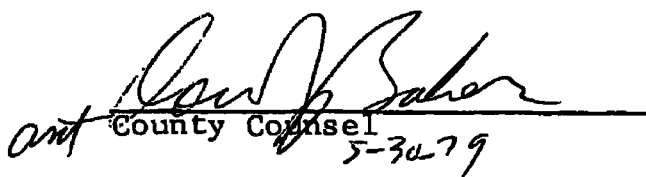
FRANCIS L. GREINER

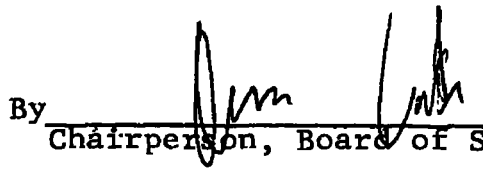
By  Deputy

City Clerk

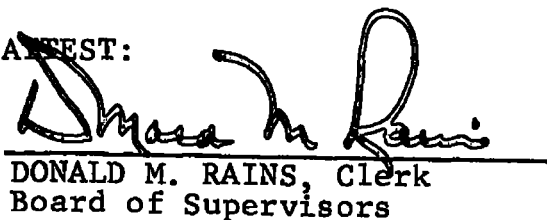
APPROVED AS TO FORM:

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


County Counsel
5-30-79

By 
Chairperson, Board of Supervisors
"County"

ATTEST:


DONALD M. RAINS, Clerk
Board of Supervisors

RESOLUTION NO. 51768

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE MAYOR TO SIGN A COST SHARING AGREEMENT WITH SANTA CLARA COUNTY FOR TRAFFIC SIGNAL INSTALLATION.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

WHEREAS, the City of San Jose is proposing to channelize and signalize the intersections of Leigh Avenue/Branham Lane; and

WHEREAS, City desires to complete the project under an agreement with Santa Clara County, which is in the best interests of City; and

WHEREAS, City and County will share costs for said contract and City will award and administer the construction contract for said project.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of San Jose hereby authorizes the Mayor of the City of San Jose to sign that certain Agreement entitled "Agreement Between The City of San Jose and the County of Santa Clara For Installation and Channelization at One (1) Location and for Sharing Costs Thereof".

ADOPTED this 26th day of June, 1979, by the following vote:

AYES: ESTRUTH, GARZA, PEGRAM, WILLIAMS AND SELF

NOES: NONE

ABSENT: McENERY AND HAYES



JAMES E. SELF VICE - MAYOR

LERK

The attached is a full, true and correct copy of the original now on file in my office.

ATTEST:
Francis L Greiner, City Clerk
of the City of San Jose, Calif.

By: Jamie Perkins Deputy

Dated: June 29, 1979

VOID IF DETACHED

WHEREAS, the City of San Jose is proposing to channelize and signalize the intersections of Leigh Avenue/Branham Lane; and

WHEREAS, City desires to complete the project under an agreement with Santa Clara County, which is in the best interests of City; and

WHEREAS, City and County will share costs for said contract and City will award and administer the construction contract for said project.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of San Jose hereby authorizes the Mayor of the City of San Jose to sign that certain Agreement entitled "Agreement Between The City of San Jose and the County of Santa Clara For Installation and Channelization at One (1) Location and for Sharing Costs Thereof".

ADOPTED this 26th day of June, 1979, by the following vote:

AYES: ESTRUTH, GARZA, PEGRAM, WILLIAMS AND SELF

NOES: NONE

ABSENT: McENERY AND HAYES

ATTEST: FRANCIS L. GREINER

JAMES E. SELF

VICE - MAYOR


CITY CLERK

County of Santa Clara
California

Office of the Board of Supervisors
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
299-4321 Area Code 408

Susanne Wilson ~~Special~~ District 1
District 2
District 3
District 4
District 5

May 31, 1979

A. R. Turturici, Director of Public Works
City of San Jose
City Hall
801 North First Street
San Jose, California 95110

ATTN: John Muzzio

Subject: Cost Sharing
Agreement with City of San Jose
for Installation of Traffic Control Signals and
Channelization at Branham Lane/Leigh Avenue

Dear Mr. Turturici:

Enclosed you will find an original and three copies of an agreement between the County of Santa Clara and the parties named above. The Board of Supervisors at its regularly scheduled meeting on May 14, 1979 authorized execution of this agreement on behalf of the County.

After execution of all copies, we would appreciate your returning the pink tagged copy to this office.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

Deputy Clerk

DMR: vas
Encls.

CC: Transportation Agency



BR

California



TRANSMITTAL MEMORANDUM

S.D. 1 & 3

Page 1 of 2

DATE: April 23, 1979

M-5

COUNTY BOARD OF SUPERVISORS: Agenda Date May 7, 1979 Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: *lm* MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND CHANNELIZATION AT TWO (2) LOCATIONS (BRANHAM LANE/ LEIGH AVE., CAPITOL AVE./PENITENCIA CREEK ROAD)

Recommended Action:

Board of Supervisors' approval of the attached subject City of San Jose/County/FAU Cost Sharing Agreement.

Subsequent approval of this agreement by the City of San Jose will provide for the sharing of costs attributable to the specific project(s). These projects are included in the current FAU Program and sufficient funds have been included in the current Highway Signal Fund Budget (2893-162) to provide for the County's share of the project(s) costs.

The total estimated project(s) cost breakdown is as follows:

<u>Project Intersection</u>	<u>County</u>	<u>City</u>	<u>Total</u>	<u>FAU Participation</u>
A. Branham/Leigh	\$30,000	\$30,000	\$ 60,000	\$ 51,600
B. Capitol/Penitencia	\$20,000	\$40,000	\$ 60,000	\$ 51,600
Totals	\$50,000	\$70,000	\$120,000	\$103,200

Terms of the Agreement limit the County maximum share(s) to \$40,000 for Project "A" and \$30,000 for Project "B" with FAU participation at 86% of the costs.

APPROVED: DIRECTOR *JMB*
COUNTY EXECUTIVE _____

DATE: April 23, 1979

COUNTY BOARD OF SUPERVISORS AGENDA DATE: May 7, 1979

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: COST SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS AND CHANNELIZATION AT TWO (2) LOCATIONS (BRANHAM LANE/ LEIGH AVE., CAPITOL AVE./PENITENCIA CREEK ROAD)

Reasons for Recommended Action:

Traffic signal installation at the specific location(s) have been warranted by the City for these joint jurisdiction project(s). All are high on the City's priority project list.

Background:

On April 3, 1979 a mutually acceptable agreement (attached) was forwarded to the County for execution. This agreement has been approved as to form by both the City Attorney and County Counsel's office. City of San Jose/County correspondence (attached) dating back to November, 1978 provide further background information.

Consequences of Negative Action:

Federal funds amounting to 86% of the project(s) cost would not be made available, and the project(s) would have to be aborted or funded 100% by the City and County in proportion to each one's jurisdictional share.

Steps following Approval:

Approval of Agreement by the City.

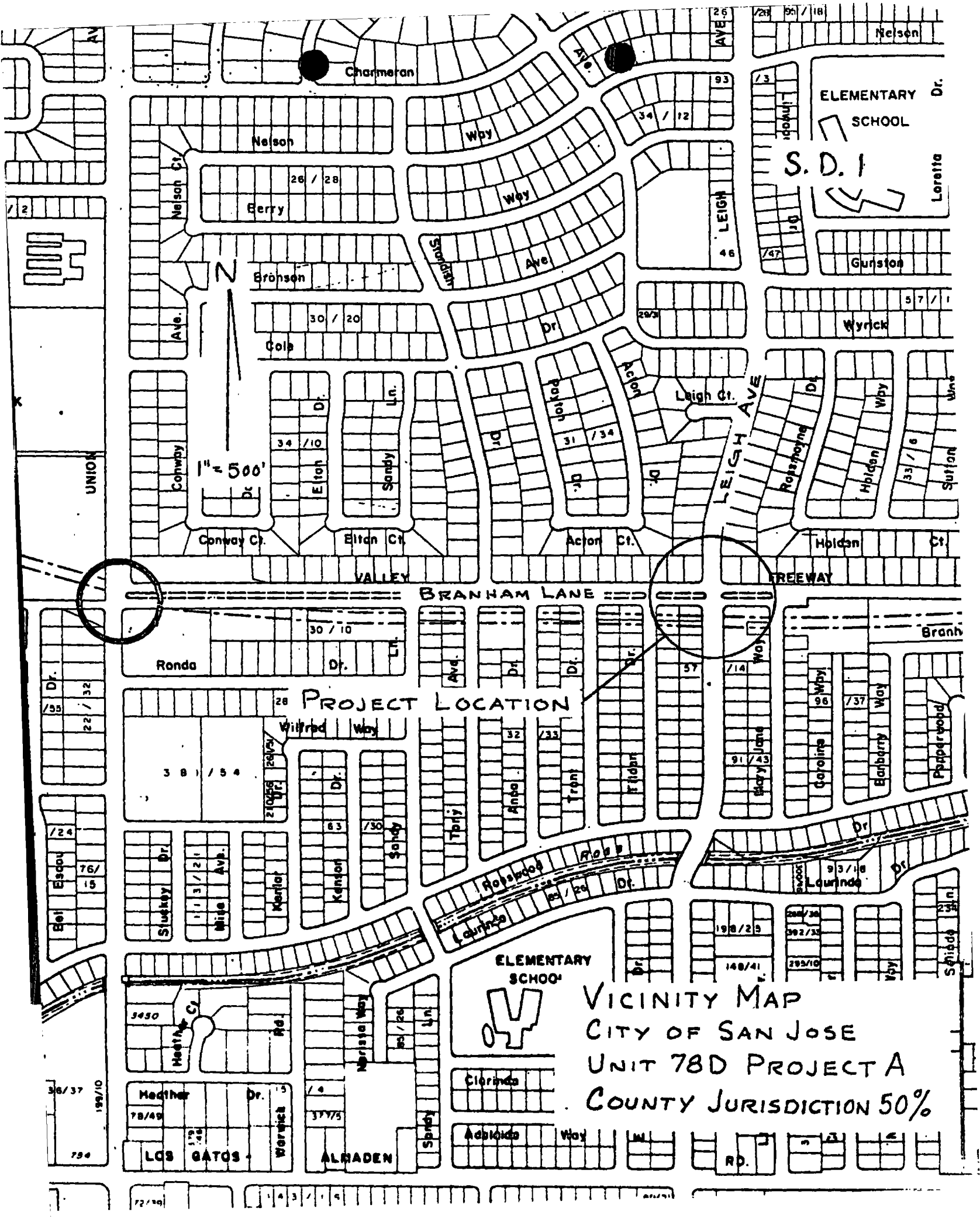
City award and administer project construction contracts.

City furnish project(s) final accounting to County and adjust costs accordingly.

LM:RJM:ai

attachments





PROJECT LOCATION

ELEMENTARY SCHOOL

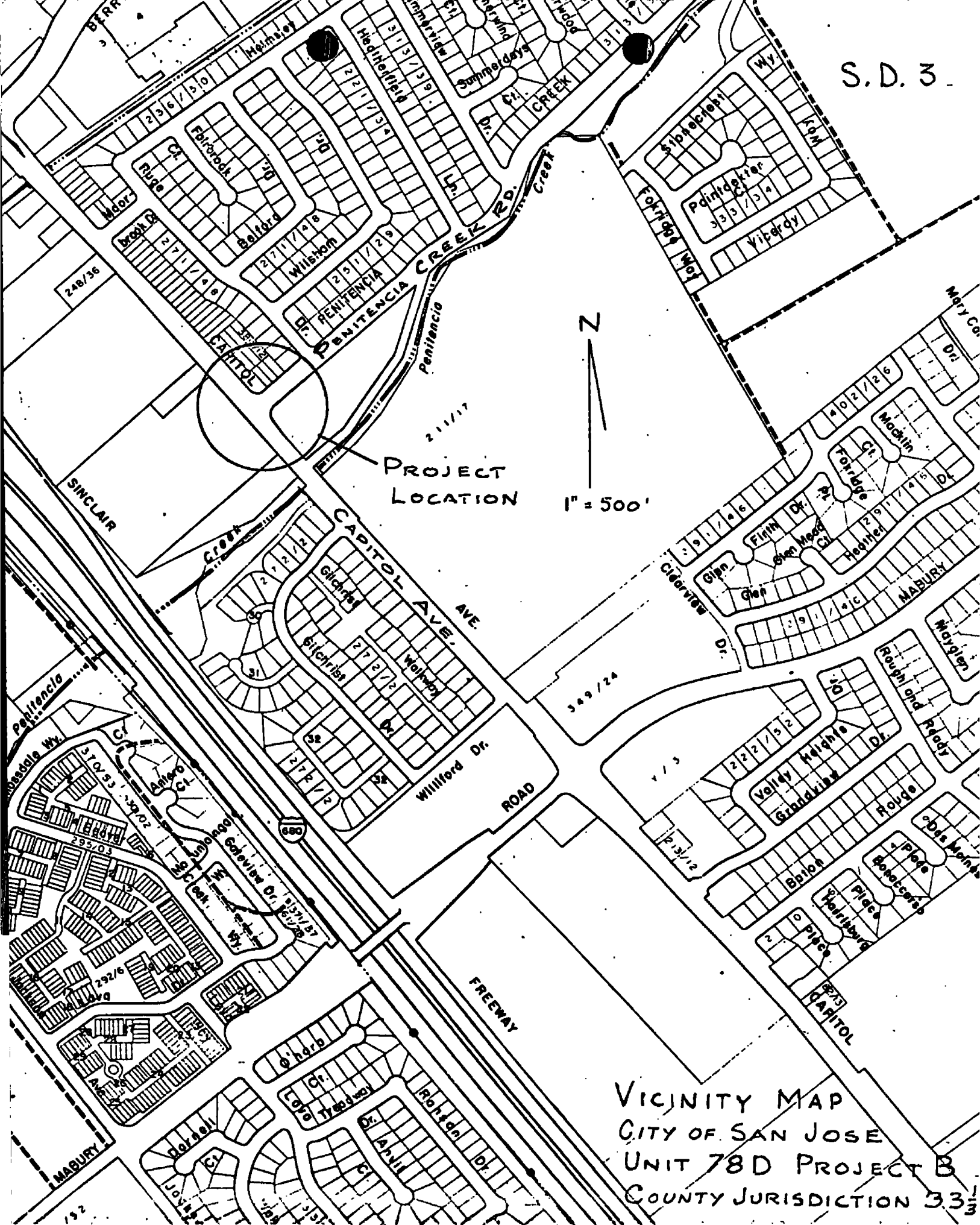
VICINITY MAP
 CITY OF SAN JOSE
 UNIT 78D PROJECT A
 COUNTY JURISDICTION 50%

LCS GATOS

ALHADEN

RD.

S.D. 3



PROJECT
LOCATION

N
1" = 500'

VICINITY MAP
CITY OF SAN JOSE
UNIT 78D PROJECT B
COUNTY JURISDICTION 33 1/3

SAB



January 3, 1979

Mr. Kent Dewell
Deputy Director
Department of Public Works
City of San Jose
801 North First Street
San Jose, California 95110

Attention: Mr. Charles Allen, Sr. Civil Engineer

Subject: F.Y. 1978-79 Cooperative Traffic Signal Projects

Dear Mr. Dewell:

Your letter of December 12, 1978 requesting reallocation of funding to permit County participation in the proposed City's traffic signal projects for Branham Lane at Leigh Avenue and Capitol Avenue at Penitencia Creek Road appears feasible.

As we are all aware the existing joint agreement for Almaden Expressway at Almaden Road and Almaden Road at San Jose Avenue terminated on December 31, 1978. While not providing for an amendment to extend the agreement will permit reallocation of funds, the signal modifications and road work are still needed improvements on Almaden Expressway. The County proposes to advertise a modified and minimum project in late spring of this year. With your concurrence to participate proportionately in this future Almaden Expressway project through a new agreement similar to the expired one the County should be able to enter into a cost sharing agreement on the two subject projects this fiscal year (FY 1978-79).

Please advise us as to the City's decision and action so that we may proceed before the end of the fiscal year.

Very truly yours,

A. R. MISER
Senior Transportation Engineer

ARM:vlt

cc: SAB
 JYT



CITY OF SAN JOSE, CALIFORNIA

501 NORTH FIRST STREET
SAN JOSE, CA 95110
(408) 277-4000

December 12, 1978

DEPARTMENT OF PUBLIC WORKS

Mr. James Graebner, Director
Santa Clara County Transportation Agency
1555 Berger Drive
San Jose, CA 95112

Attention: Mr. Louis Montini

Dear Mr. Graebner:

SUBJECT: F.Y. 1978-1979 Cooperative Traffic Signal Projects

The City of San Jose, at the request of its City Council, is pursuing the installation of traffic signals at the intersections of Branham Lane and Leigh Avenue and Capitol Avenue and Penitencia Creek Road which are partially within the jurisdiction of the County of Santa Clara.

These two signal projects were not included in our joint prioritization process last spring and consequently were not placed in the County of Santa Clara Budget for 1978-1979. (Reference to your letter dated November 22, 1978.)

Recently, as you know, the bids were rejected for the second time on the proposed signal project at Almaden Avenue and San Jose Avenue. This project is included in the Santa Clara County 1978-1979 F.Y. Budget. The cooperative agreement for this project expires on December 31, 1978.

In lieu of amending the Almaden Avenue and San Jose Cooperative Agreement for an extension of time, it is requested that the County consider re-allocating the funds in the 1978-1979 budget from this project to two less expensive traffic signal projects:

	<u>County's Share</u>	<u>County's Est. Cost</u>
Branham Lane & Leigh Avenue	50%	\$30,000
Capitol Avenue & Penitencia Creek Road	33 1/3%	20,000
		<u>\$50,000</u>

Please advise as to the possibility of making such a reallocation.

For further information please contact Charles Allen of my staff at your convenience.

Very truly yours,

J. F. Turturici
R. TURTURICI
Director of Public Works

DKD:EBL:CDA:efc

cc: Ray Miser



Yours truly,



November 22, 1978

Mr. A. R. Turturici
Director of Public Works
City of San Jose
801 North First Street
San Jose, California 95110

Attention: Mr. Kent Dewell

Subject: FY 1978-79 Cooperative Traffic Signal Projects

Dear Mr. Turturici:

The three locations identified in your letter of November 7, 1978 (attached) as candidates for County - San Jose cooperative traffic signal projects in FY 1978-79 were not included in the approved County Road Fund budget for this year. Our normal procedure for pursuing cooperative projects involves an identification of potential projects by our joint staffs in the spring of each year and then a joint prioritization of desired projects which are included in the County staff's budget recommendations. As a result of this process the following cooperative traffic signal projects involving the City of San Jose were approved in our FY 1978-79 budget:

<u>Projects</u>	<u>County Cost</u>
1. Signal modification at Almaden and San Jose Avenue.	\$180,000
2. West San Carlos Street signal modification and pre-emption system.	150,000
3. Signals at Meridian at Redmond and Camden at Coleman.	<u>50,000</u>
Total	\$380,000

Our staff reports that the three additional signal installations proposed in your letter would involve the following additional costs based on existing jurisdictional boundaries:

November 22, 1978

Location	<u>County's Share</u>	<u>County's Estimated Cost</u>
1. Branham Ave. and Leigh Ave.	50%	\$30,000
2. Capitol Ave. and Penitencia Creek Rd.	33 1/3%	20,000
3. Crown Ave. and Almaden Expwy.	Not applicable; no median break per existing Expwy. Agreement	
TOTAL		\$50,000

Unless the City feels that the two projects listed above which are candidates for a cooperative project have a higher priority than any of the projects included in the approved 1978-79 budget, it does not appear that we will be able to participate financially during the current fiscal year.

Very truly yours,

LOUIS MONTINI
Director of
Transportation Development

LM:vlt

attachments

cc: JHG
RMS
ARM



CITY OF SAN JOSE, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CA 95110
(408) 277-4000

DEPARTMENT OF PUBLIC WORKS

November 7, 1978

Mr. James Graebner, Director
Santa Clara County Transportation Agency
1555 Berger Drive
San Jose, CA 95112

Attention: Mr. Lou Montini

Dear Mr. Graebner:

SUBJECT: 1978-1979 TRAFFIC SIGNAL PROGRAM

As a part of the City of San Jose's 1978-1979 Traffic Signal Program, traffic signals will be installed at locations involving joint jurisdiction at the following locations:

	<u>County's Share</u>	<u>Total Estimated Cost of Improvements</u>
1. Branham Ave. and Leigh Ave.	50%	\$60,000
2. Capitol Ave. and Penitencia Creek Rd.	50%	\$60,000
3. Crown Ave. and Almaden Expressway	(% and cost to be determined)	

These traffic signals have been found warranted. In the interest of public safety, we shall proceed with the preparation of the plans and specifications and expect to award these traffic signal installations some time in the Spring of 1979.

We would like to enter into a cooperative agreement for the cost sharing of the improvements. I have instructed our staff to prepare the cooperative agreement for submittal to your Board of Supervisors for execution.

Very truly yours,

A. R. TURTURICI
Director of Public Works

A
DKD:EBL:CDA:efc

