

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 29th day of August, 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. Capitol Avenue and Penitencia Creek Road, which is 33-1/3% in the County and 66-2/3% 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 - 33-1/3%

1 signed and 3 conf. cpys. to Public Works, City of San Jose

JUL 30 1979

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	20,000	10,000	3,414

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 - \$30,000

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:

Deputy City Attorney

ATTEST:

City Clerk

APPROVED AS TO FORM:

Harold L. Leaf
County Counsel

ATTEST:

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

CITY OF SAN JOSE, a municipal corporation

By Helene Jackson
HELEN E. JACKSON ~~Mayor~~
Assistant City Clerk "City"

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

By Jim Luke
Chairperson, Board of Supervisors
"County"

JUL 30 1979

RJL:JRS:se
6/6/79

RESOLUTION NO. 51799

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE
AUTHORIZING THE CITY CLERK TO EXECUTE FOR AND ON
BEHALF OF THE CITY OF SAN JOSE ALL CONTRACTS PREVIOUSLY
APPROVED BY THE CITY COUNCIL.

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

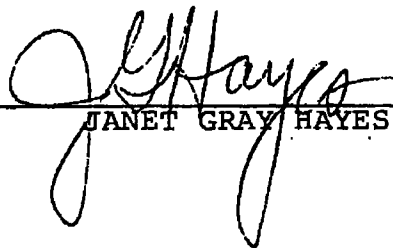
Notwithstanding any action heretofore taken by the City
Council to the contrary, unless hereinafter otherwise provided
by the City Council, the City Clerk, or in the absence of the
City Clerk, the Assistant City Clerk, is hereby authorized to
execute for and on behalf of the City of San Jose, all contracts
previously approved by the City Council.

ADOPTED this 3rd day of July, 1979, by
the following vote:

AYES: ESTRUTH, GARZA, McENERY, PEGRAM, SELF, WILLIAMS AND HAYES


NOES: NONE

ABSENT: NONE



JANET GRAY HAYES, Mayor

ATTEST: FRANCIS L. GREINER



City Clerk



CITY CLERK

CITY OF SAN JOSE, CALIFORNIA

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

August 29, 1979

AUG 31 2 50 PM '79
COUNTY OF
SANTA CLARA

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

ATTENTION: CLERK, BOARD OF SUPERVISORS

**COST-SHARING AGREEMENT BETWEEN THE CITY OF SAN JOSE & THE COUNTY
OF SANTA CLARA FOR SIGNALIZATION AT CAPITOL & PENITENCIA CREEK
ROAD INTERSECTION**

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 8-28-79.

Sammie Perkins

Sammie Perkins
Deputy City Clerk

Enclosure



M-7

TRANSMITTAL MEMORANDUM

S.D. 3

Page 1 of 2

DATE: July 16, 1979

COUNTY BOARD OF SUPERVISORS: Agenda Date July 30, 1979 Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: PM LOU 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 CAPITOL AVENUE AND 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. This project is 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 costs.

The total estimated project cost breakdown is as follows:

<u>Project Intersection</u>	<u>County</u>	<u>City</u>	<u>Total</u>
Capitol/Penitencia	\$20,000	\$40,000	\$60,000

Terms of the Agreement limit the County maximum share to \$30,000 for the project with FAU participation at 86% of the costs.

Reasons for Recommended Action

Traffic signal installation at the specific location has been warranted by the City for this joint jurisdiction project.

APPROVED: DIRECTOR [Signature]
COUNTY EXECUTIVE _____

JUL 30 1979 [Signature]

DATE: July 16, 1979

COUNTY BOARD OF SUPERVISORS AGENDA DATE: July 30, 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 CAPITOL AVENUE AND PENITENCIA CREEK ROAD

Background

An agreement for this project was submitted as Agenda Item 6 on May 14, 1979 at which time it was not approved by the Board of Supervisors (see attached D. Cobb memo dated May 16, 1979).

The subject new agreement has been prepared as a result of meetings with the City of San Jose and is herewith submitted for the Board of Supervisors' approval.

Consequences of Negative Action

Federal funds amounting to 86% of the project cost would not be made available, and the project 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 administer project construction contract.

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

LM:RJM:vlt

attachments



memorandum

T/A Ref # 469 Scott

TO	Transportation Agency	FROM	Clerk, Board of Supervisors	
SUBJECT	REFERRAL FROM BOARD OF SUPERVISORS		DATE	May 16, 1979

Board of Supervisors meeting: May 14, 1979

Agenda Item No. 6

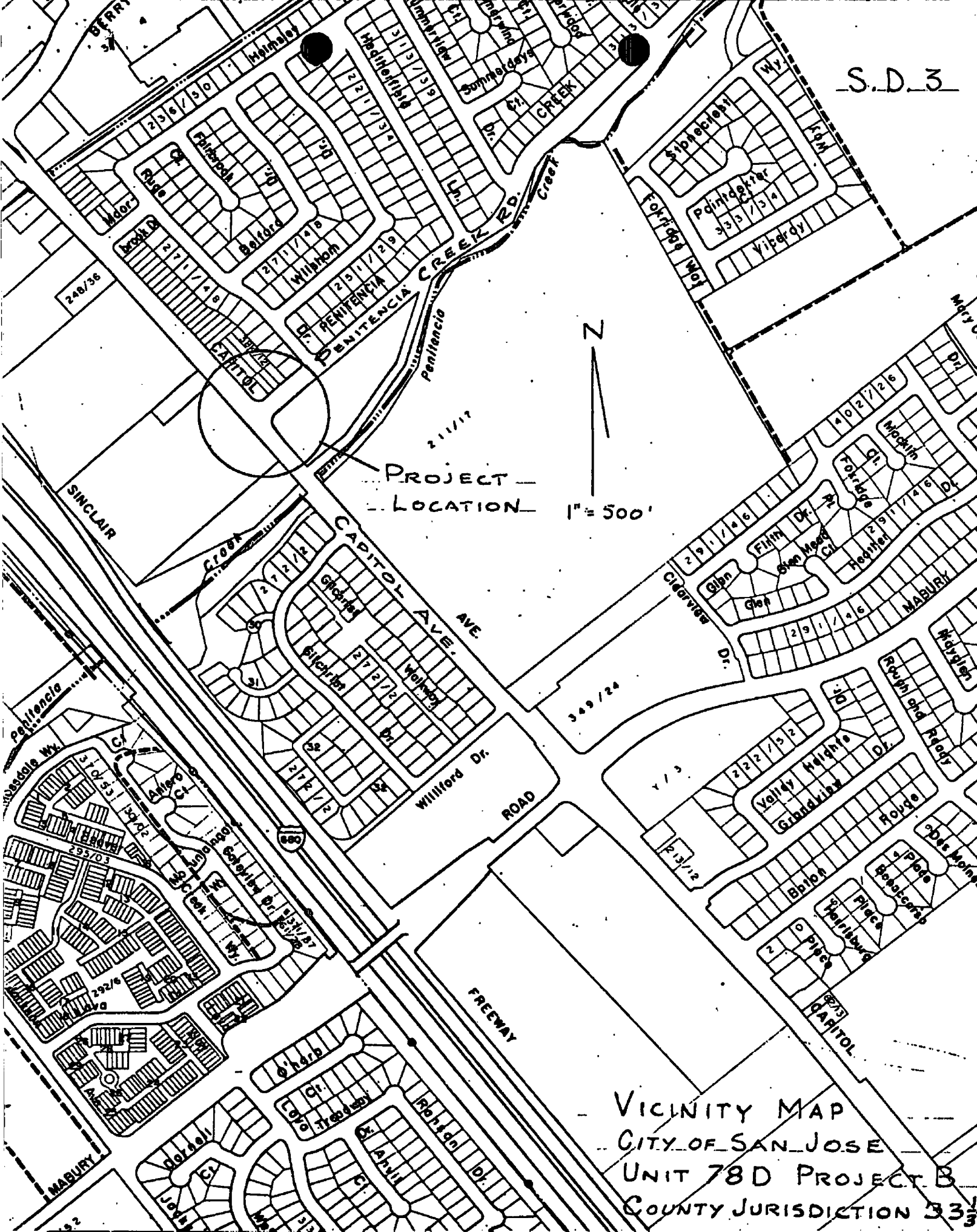
Description: Cost Sharing Agreement with City of San Jose for installation of Traffic Control Signals and Channelization at Branham Lane/Leigh Avenue; Capitol Avenue/Penitencia Creek Road.

Board of Supervisors Action: Authorized execution of Cost Sharing Agreement with City of San Jose for installation of Traffic Control Signals and Channelization at Branham Lane/Leigh Avenue. The portion of the agreement relating to Capitol Avenue/Penitencia Creek Road was not approved pending meeting with City of San Jose. Please prepare a new contract.

5/17/79 Lm, 1st

ATTEST: DONALD M. RAINS
Clerk of the Board

By: D. Cobb



PROJECT
LOCATION 1" = 500'

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