

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND THE CITY OF MOUNTAIN VIEW FOR COST SHARING
OF THE FIRE PREEMPTION EQUIPMENT
INSTALLATION ON CENTRAL EXPRESSWAY
AT VARIOUS LOCATIONS

This Agreement, made and entered into on the OCT 25 1988 day of _____, 1988, by and between the City of Mountain View, 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".

WITNESSETH:

WHEREAS, it is in the public interest that fire preemption equipment be installed at the intersection of Central Expressway at Mayfield, Rengstorff, Farley, Bailey, Castro, Hwy 85 off-ramp, Whisman and Bernardo, in the project of 'Signal Controller Replacement on Central Expressway at various locations'. This is a proposed project under the Signal Synchronization Program adopted by the County Board of Supervisors in March of 1986.

WHEREAS, it is in the best interest of orderly and economic construction practice to complete the installation of fire preemption equipment under an agreement between COUNTY and CITY, providing that a construction contract for said project be awarded and administered by COUNTY;

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 agree as follows:

Originally signed copy to Mountain View City Clerk, one originally signed and one conformed to Transportation Agency Admin.,
Attn: Joanne Hancock, Finance (conformed). 10-28-88 lh Conformed copy to Controller. 10-28-88 lh

A G R E E M E N T

1. Plans, and Specifications: COUNTY shall prepare plans and specifications for construction of the "Controller Replacement" project to install the fire preemption equipment on Central Expressway at Mayfield, Rengstorff, Farley, Bailey, Castro, Hwy 85 off-ramp, Whisman and Bernardo, hereinafter referred to as "PROJECT". Plans and specifications shall be submitted to CITY for approval for said project. It is understood that said project will be included within a construction contract embracing additional work to which CITY will not be contributing.
2. Award of Contract and Construction: COUNTY shall award and administer the construction contract pursuant to the law governing COUNTY and subject to conditions set forth in paragraph 3, 4, and 5.
3. Cost Sharing of Project: CITY agrees to pay as its share of the cost of the project the amount of Sixty Thousand Dollars (\$60,000.00), which amount represents the estimated construction cost to install the fire preemption equipment at above mentioned intersections. COUNTY agrees to administer the construction contract at no cost to the CITY.
4. Payment of Costs: If a construction contract for the project is awarded by COUNTY, CITY shall pay to COUNTY the advance deposit, said sum of \$60,000.00 upon demand with the following provisions:
 - a) Maximum CITY Participation. CITY's share of total construction costs shall not exceed Sixty Thousand Dollars (\$60,000.00) for said project.

- b) Records and Accounts. COUNTY shall keep, maintain and render available for inspection by CITY or its authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by COUNTY on construction of said project.
 - c) Termination. This agreement shall terminate on September 30, 1988, if COUNTY has not awarded a contract for construction of said project prior to that date.
 - d) Final Accounting. Upon completion of the project, COUNTY shall pay the cost for the fire preemption equipment item which will be included in the final construction costs of said project and shall prepare and furnish to CITY a final accounting of the total costs of said project. Said accounting shall show the final total construction costs of said project in its entirety.
 - e) Adjustment of Costs. If the final accounting of the project indicates prepayment received by COUNTY from CITY exceeds the CITY's share of the construction costs, as set forth herein, the COUNTY shall return the difference to CITY.
5. Operation and Maintenance: Upon completion of the PROJECT construction and acceptance by COUNTY, COUNTY shall operate and maintain the fire preemption equipment installed at these intersections, at no cost to the CITY.

6. Mutual Indemnification: 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, defend 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 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 this Agreement or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first herein above set forth.

APPROVED AS TO FORM:

CITY OF MOUNTAIN VIEW, a municipal corporation

Acting *John L. ...*
City Manager

Eric ...
ASST. City Attorney

Alice Raylance
City Clerk
"CITY"

APPROVED AS TO FORM AND LEGALITY

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

Robert ...
Deputy County Counsel

By *Zoe Lofgren*
Chairperson, Board of Supervisors
"COUNTY" ZOE LOFGREN
OCT 25 1988

ATTEST:

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

APPROVED AS TO CONTENT:

Larry ...
CITY PUBLIC WORKS DIRECTOR

THIS IS FOR YOUR STARS
ENTRY AND TRANSMITTAL TO
FINANCE.

JOB NO.
CHANGE ORDER NO.

BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

DATE: October 28, 1988

The following Agreement was approved by the Board of Supervisors at a meeting held on October 25, 1988, Item No. 4.

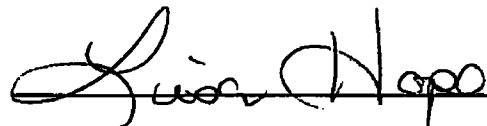
PROJECT TO BE CHARGED: Cost sharing of fire preemption equipment installation on Central Expressway at various location.

FOR THE AMOUNT OF \$(See Agreement)

CONTRACTOR: City of Mountain View.

COMPLETION DATE: September 30, 1988 if County has not awarded a contract for construction prior to that date.

BUDGET ITEM: _____ (FOR CONTROLLER'S USE)



Deputy Clerk

Lisa Hope

CC -- CONTROLLER
CC -- FILE
CC -- ORIGINATING DEPARTMENT--TRANSPORTATION AGENCY

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

October 28, 1988

Alice Roylance, City Clerk
City of Mountain View
P.O. Box 7540
Mountain View, CA 94039

Dear Ms. Roylance:

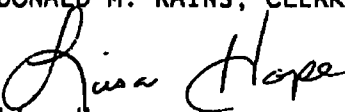
SUBJECT: Agreement relating to cost sharing of fire preemption equipment
installation on Central Expressway at various locations

Enclosed you will find one fully executed copy of the subject
Agreement between the County of Santa Clara and the City of Mountain
View. The Board of Supervisors, at its regularly scheduled meeting on
October 25, 1988, approved this Agreement on behalf of the County.

The enclosed is for your records.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK


Lisa Hope
Deputy Clerk

DMR:lh

Enclosure

cc: Transportation Agency Administration

County of Santa Clara

California

7 A 1



TRANSMITTAL MEMORANDUM

Prepared by Yeung

Page 1 of 3

S.D. 5

Reviewed by Bruce

Submitted by Reading

DATE: October 3, 1988

APPROVED: DIRECTOR

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

COUNTY BOARD OF SUPERVISORS: Agenda Date October 25, 1988 Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

JB

FROM: SCOTTY A. BRUCE, Deputy Director, Design and Construction

SUBJECT: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF MOUNTAIN VIEW FOR COST SHARING OF THE FIRE PREEMPTION EQUIPMENT INSTALLATION ON CENTRAL EXPRESSWAY AT VARIOUS LOCATIONS (MAYFIELD TO BERNARDO)

RECOMMENDED ACTION:

Approve the attached agreement.

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY OCT 25 1988
DONALD M. RAINS, Clerk of the Board
By Lisa Hope
Deputy Clerk

FISCAL IMPLICATIONS:

The estimated cost of the Fire Preemption Equipment installation is not to exceed \$60,000.00.

The City's share under this agreement will reimburse the County for the entire cost of the Fire Preemption Equipment installation. The equipment is being installed under the existing Central Expressway signal synchronization contract, funded Account #606-0023-6435-2901.

This equipment was part of the original bid amount and no additional costs will be incurred as a part of this agreement.

REASONS FOR RECOMMENDATION:

The City of Mountain View desires to install Fire Preemption Equipment on Central Expressway at various locations (Mayfield to Bernardo Avenue). Such installation will be included in the project of Signal Controllers Replacement on Central Expressway at various location under the Signal Synchronization Program. It is in the interest of the County of Santa Clara to accommodate the proposed fire preemption equipment at the above locations.

ORIGINAL

Approved copies to: Transportation Agency Administration, Finance. 10-28-88 lh

DATE: October 3, 1988

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: October 18, 1988

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF MOUNTAIN VIEW FOR COST SHARING OF THE FIRE PREEMPTION EQUIPMENT INSTALLATION ON CENTRAL EXPRESSWAY AT VARIOUS LOCATIONS (MAYFIELD TO BERNARDO).

BACKGROUND:

The Cost Sharing Agreement was prepared by the County of Santa Clara. The agreement has been "approved as to form and legality" by the County Counsel's Office and the City Attorney of Mountain View.

The Signal Controllers Replacement project was advertised in April of 1988, and awarded on July 12 of this year to the low bidder for \$611,761.00. The project is anticipated to be completed by May 1989. The Fire Preemption Equipment installation has been included in the bid item under this project. The bid amount for the complete installation with anticipated supplemental work was estimated not to exceed \$60,000.00.

This project is a Federal Aid Urban (FAU) project with a reimbursement of 100% to the County under the Federal Aid for Urban Roads Assistance Program. The installation of Fire Preemption Equipment is desired by the City of Mountain View and the FHWA will not participate in these costs on this project.

The Agreement will be approved by the City of Mountain View and will provide for the sharing of cost attributable to the County of Santa Clara administered project.

CONSEQUENCES OF NEGATIVE ACTION:

A negative action will delete the work item of Fire Preemption Equipment installation from the current Central Expressway Signal Controllers Replacement project. The City of Mountain View will not have the benefit for the City's improvement.



DATE: October 3, 1988

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: October 18, 1988

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF MOUNTAIN VIEW FOR COST SHARING OF THE FIRE PREEMPTION EQUIPMENT INSTALLATION ON CENTRAL EXPRESSWAY AT VARIOUS LOCATIONS (MAYFIELD TO BERNARDO).

STEPS FOLLOWING APPROVAL:

Transmit both signed Agreements to the City of Mountain View for their execution.

The City's address: City of Mountain View
 P.O. Box 7540
 Mountain View, CA 94039

Attn: Alice Roylance
 City Clerk

Fully executed copies of the Agreements will be returned for County records.

WKY:fl

Attachments

cc: SAB
 RBP
 JME
 AJ
 BRT/RGR
 EE
 DFM w/attachments

wky03f

