

AGREEMENT BETWEEN THE CITY OF CUPERTINO AND
THE COUNTY OF SANTA CLARA FOR CONTROL AND
MAINTENANCE OF TRAFFIC SIGNALS AND SAFETY
LIGHTING AT THE INTERSECTION OF
STEVENS CREEK BOULEVARD AND TANTAU AVENUE
AND FOR THE SHARING OF CERTAIN COSTS THEREOF

THIS AGREEMENT, made and entered into this _____ day of DEC 3 1985,
198__, between the CITY OF CUPERTINO, 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");

W I T N E S S E T H:

WHEREAS, the parties desire to provide for the City to perform traffic
signal and safety lighting maintenance functions at the intersection of Stevens
Creek Boulevard and Tantau Avenue, and

WHEREAS, City and County desire to pay their proportionate shares of the
financial responsibility regarding traffic signals and safety lighting situated
at said intersection,

NOW, THEREFORE, in consideration of their mutual promises, covenants and
agreements herein contained, the parties hereto do hereby agree as follows:

1. This Agreement shall supersede any previous agreement for the
operation, maintenance and sharing of costs for traffic signals located at the
intersection of Stevens Creek Boulevard and Tantau Avenue, and/or amendments
thereto between City and County.

2. Operation and maintenance of traffic signals and safety lighting shall
be vested with the City.

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3. The cost of rendered maintenance shall be determined as follows:

(a) A mutually acceptable, standard monthly maintenance fee for the servicing, maintenance and repair of traffic signals which have become worn or defective from normal use.

(b) For repairs made to equipment damaged in vehicular accidents, City shall calculate its costs for each such repair and shall bill County accordingly.

(c) City shall pay all traffic signal energy charges directly to the public utility providing same. City shall bill, and County shall reimburse City for County share of such traffic signal energy costs.

4. Operation and maintenance costs of traffic signals and safety lighting at the intersection of Stevens Creek Boulevard and Tantau Avenue shall be shared between City and County in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs. Whenever City annexes streets containing traffic signals which are under this Agreement, City shall henceforth assume the financial responsibility for such traffic signals, using the above-mentioned method for determining cost-sharing ratios.

5. City shall annually submit its billing to the County for those items contained in Paragraph 3 hereof, based upon the formula contained in Paragraph 4 hereof. The billing period shall begin on January 1st, and end on December 31st, of each year. Payment by County shall be made within thirty (30) days after receipt of bill.

6. 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.

7. This Agreement shall take effect on the date of execution hereof and shall remain in full force and effect until amended or terminated.

This Agreement as above may be amended or terminated at any time upon mutual consent of the parties hereto. This Agreement may also be terminated by either party upon thirty (30) days notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the following dates:

City: September 27, 1985
County: DEC 3 1985

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

CITY OF CUPERTINO, a municipal corporation

By [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

And [Signature]
City Manager

"City"

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Deputy County Counsel

COUNTY OF SANTA CLARA

[Signature]
Chairperson, Board of Supervisors
Rod Diddon

ATTEST:

"County"

Phyllis A. Perez
Assistant Clerk
of the Board of
Supervisors

[Signature]
Clerk, Board of Supervisors
DONALD M. RAINS

05 OCT 1 P 2: 07

TRANSPORTATION AGENCY
MAIL ROOM

05 OCT 1 P 2: 59

TRANSPORTATION AGENCY
ROADS OPERATIONS

2 Originals: Dorothy Cornelius, Clerk, City of Cupertino; 1 cc: Dept. of Finance-Controller; Office of Budget & Analysis; R. M. Shields, Transportation Agency, Road Operations; 12/9/85 bjm

RESOLUTION NO. 6671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE CITY OF CUPERTINO AND THE COUNTY OF SANTA CLARA FOR CONTROL AND MAINTENANCE OF TRAFFIC SIGNALS AND SAFETY LIGHTING AT THE INTERSECTION OF STEVENS CREEK BOULEVARD AND TANTAU AVENUE AND FOR THE SHARING OF CERTAIN COSTS THEREOF

WHEREAS, the traffic signals and safety lighting at the intersection of Stevens Creek Boulevard and Tantau Avenue lie within the jurisdictions of both the City of Cupertino and the County of Santa Clara; and

WHEREAS, the parties hereto, desire to provide for the City to perform traffic signal and safety lighting maintenance functions at said intersection with each jurisdiction to pay its proportionate share of the financial responsibility; and

WHEREAS, there has been presented to the City Council a proposed agreement for the operation, maintenance, and cost sharing for the traffic signals at the intersection of Stevens Creek Boulevard and Tantau Avenue; and

WHEREAS, the terms and conditions of said agreement have been approved by the City Attorney and the Director of Public Works;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Clerk are hereby authorized to execute the aforementioned agreement in behalf of the City of Cupertino.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 16th day of September, 1985 by the following vote:

Vote Members of the City Council

- AYES: Gatto, Plungy, Rogers, Sparks, Johnson
- NOES: None
- ABSENT: None
- ABSTAIN: None

ATTEST: /s/ Dorothy Cornelius
City Clerk

THIS IS TO CERTIFY THAT THE INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

ATTEST: *Sept 30 1985*
CITY CLERK OF THE CITY OF CUPERTINO

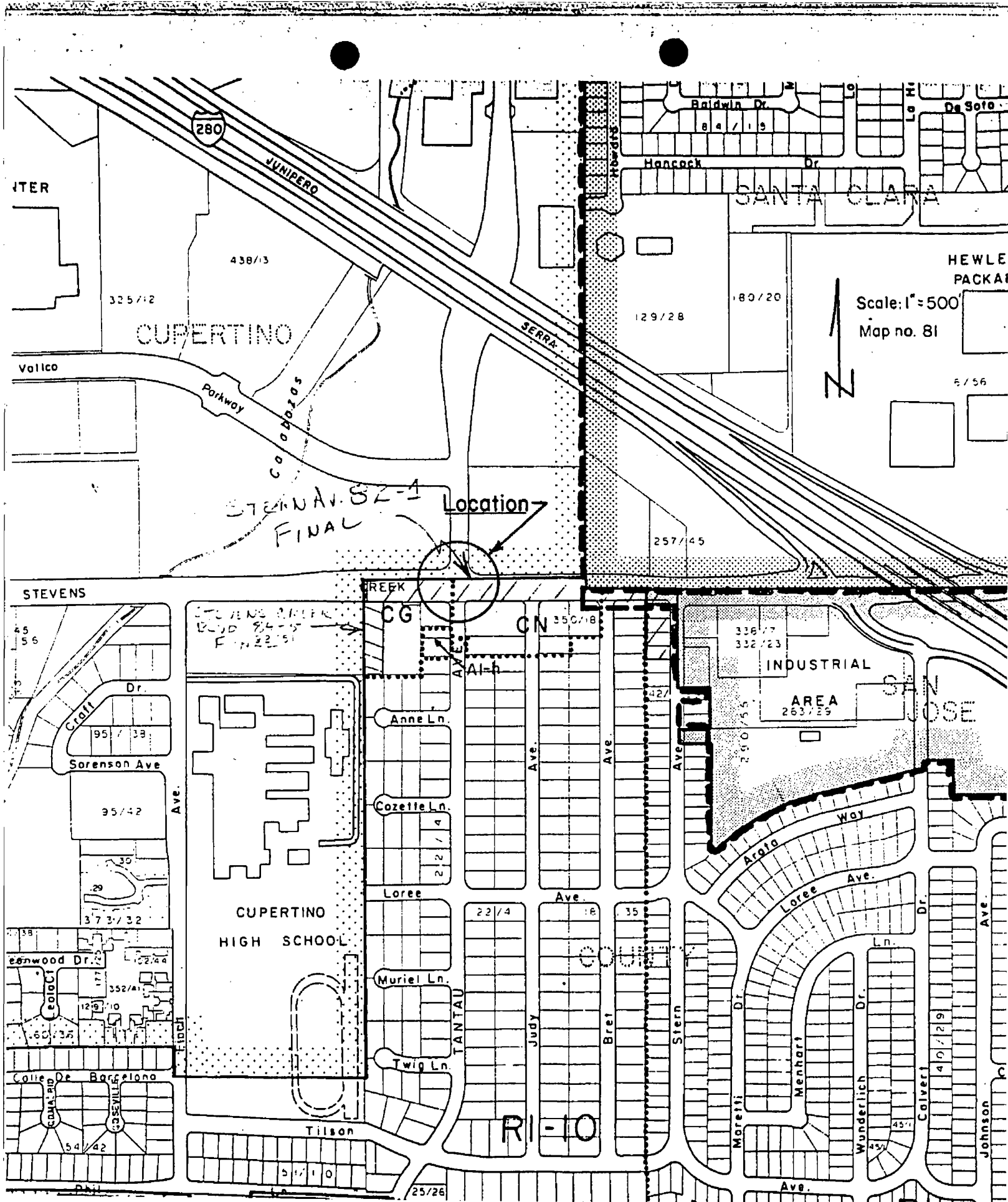
BY: *Dorothy Cornelius*
CITY CLERK

APPROVED: _____
CITY CLERK

/s/ Phil N. Johnson
Mayor, City of Cupertino

ORIGINAL

DEC 3 1985



Stevens Creek Blvd. at Tantau Ave.

SD-5

THIS IS BEING FORWARDED TO YOU
FOR YOUR CBMIS ENTRY AND
TRANSMITTAL TO FINANCE.

ITEM #10 of 12/3/85

No.....

Job No.....

Change Order No.....

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE 12/9/85

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

..... 12/3, 19 85

Project to be charged Agreement relating to control and maintainance of
traffic signals and safety lighting at the intersection of Stevens
Cræek Boulevard and Tantau Avenue for the sharing of certain costs
For the amount of \$ See Agreement

Contractor City of Cupertino

Completion Date See Agreement

Budget Item (for Controller's use)


DONALD M. RAINS
Clerk of the Board

bjm

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

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

Susanne Wilson, District 1
Zoe Lofgren, District 2
Thomas L. Legan, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

December 9, 1985

Ms. Dorothy Connelius, Clerk
City of Cupertino
10300 Torre Avenue
Cupertino, California 95014

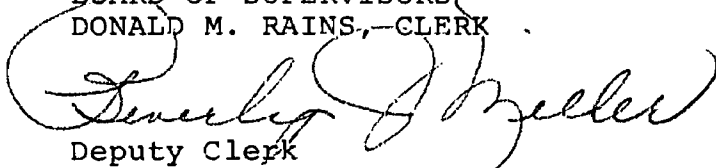
Subject: Agreement between the City of Cupertino and the County of Santa Clara for control and maintenance of traffic signals at the intersection of Stevens Creek Boulevard and Tantau Avenue and for the sharing of certain costs thereof.

Enclosed you will find two fully executed ~~copy~~/copies of the subject agreement/~~contract/lease~~ between the County of Santa Clara and the party named above. The Board of Supervisors at its regularly scheduled meeting on December 8, 1985, approved this agreement/~~contract/lease~~ on behalf of the County.

The enclosed is for your files.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK


Deputy Clerk

DMR: bjm

Enclosures

County of Santa Clara
California



TRANSMITTAL MEMORANDUM

Prepared by RBP
Reviewed by RMS
Submitted by RMS
APPROVED: DIRECTOR RM

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S.D. 5

DATE: Nov. 19, 1985

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____
COUNTY BOARD OF SUPERVISORS: Agenda Date December 3, 1985 Item No. _____
TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: R. M. Shields, Transportation Agency

SUBJECT: AGREEMENT BETWEEN THE CITY OF CUPERTINO AND THE COUNTY OF SANTA CLARA FOR CONTROL AND MAINTENANCE OF TRAFFIC SIGNALS AND SAFETY LIGHTING AT THE INTERSECTION OF STEVENS CREEK BOULEVARD AND TANTAU AVENUE AND FOR THE SHARING OF CERTAIN COSTS THEREOF

RECOMMENDED ACTION:

Approve and execute the attached Agreement between the City of Cupertino and the County of Santa Clara, which provides for the delegation of operational and maintenance responsibilities and for the sharing of costs attributable to the operation and maintenance of traffic signals at the intersection of Stevens Creek Boulevard and Tantau Avenue.

FISCAL IMPLICATION:

The most recent billing indicates that the cost to the County will be less than \$2,000 per year. This is the typical method of sharing costs at joint signalized intersections. Funds are available in the Road Fund 0023, BU 603, RC 4005, Account 2568.

REASONS FOR RECOMMENDATION:

The proposed Agreement will provide a means for adjusting cost-sharing ratios in conformance with annexations of rights-of-way affecting jurisdictional limits of the City of Cupertino and the County of Santa Clara at the intersection of Stevens Creek Boulevard and Tantau Avenue.

ORIGINAL

DATE: Nov. 19, 1985

COUNTY BOARD OF SUPERVISORS AGENDA DATE: Dec. 3, 1985

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE CITY OF CUPERTINO AND THE COUNTY OF SANTA CLARA FOR CONTROL AND MAINTENANCE OF TRAFFIC SIGNALS AND SAFETY LIGHTING AT THE INTERSECTION OF STEVENS CREEK BOULEVARD AND TANTAU AVENUE AND FOR THE SHARING OF CERTAIN COSTS THEREOF

BACKGROUND:

On May 18, 1983, the annexation named Stern Avenue 82-1, which included a portion of Stevens Creek Boulevard at Tantau Avenue, decreased the County's portion of the roadway at that intersection. As a result of that annexation, the proportionate shares of the roadway have been affected as follows:

	<u>City</u>	<u>County</u>
Before annexation	25%	75%
After annexation	75%	25%

The signals at this intersection are currently operated and maintained by the City of Cupertino. City bills County at the end of each billing period for reimbursement for costs incurred. There will be no changes to current operational and maintenance practices with the enactment of this Agreement.

STEPS FOLLOWING APPROVAL:

The terms of the Agreement will become the basis for the delegation of operational and maintenance responsibilities of traffic signals at the intersection of Stevens Creek Boulevard and Tantau Avenue, and for the sharing of certain costs thereof.

RMS:kh
Attachment: Agreement
 Location Map

cc: Herbert L. Keaton, Deputy County Counsel

