

AGREEMENT

**COST SHARING AGREEMENT
INSTALLATION OF A U-TURN POCKET ON
GUADALUPE CANYON PARKWAY
NEAR THE JOHN F. KENNEDY SCHOOL
DALY CITY AREA**

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County", the CITY OF DALY CITY, a municipal corporation of the State of California, hereinafter called "City".

WITNESSETH:

WHEREAS, City has requested County's participation in financing the installation of a U-turn pocket, hereinafter called "Project," on Guadalupe Canyon Parkway to facilitate turning movements associated with traffic to and from the Kennedy School and playfield area, located within the City; and

WHEREAS, Project will be located within the road right of way partially within the County and partially within the City; and

WHEREAS, County as a condition of financially participating in the Project has

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. County agrees to:

1. Provide funding in the amount not to exceed Fifty Thousand Dollars (\$50,000) to finance fifty percent (50%) of the cost to design and construct the Project near the John F. Kennedy School in Daly City.
2. Issue City an encroachment permit at no cost, which will allow City to construct the portion of the Project within County's jurisdiction.
3. Include in County's resurfacing project for Guadalupe Canyon Parkway, the roadway in the unincorporated area that is within the Project area.
4. Install thermoplastic pavement striping in conjunction with its resurfacing project, within the Project area. The cost associated with said striping shall be included in calculation of the County's share of cost for the Project.
5. Payments by County shall be based on invoices submitted by City for work completed.
6. Payments by County shall not exceed 50% of the cost of said work or \$50,000, whichever is less, including the cost of thermoplastic striping in conjunction with County's resurfacing project as described in Paragraph 4. above.
7. Develop the necessary documents and apply to the Local Agency

Formation Commission to annex the portion of Guadalupe Canyon

and description, arising out of or relating to the matters covered by this Agreement to the extent that such claims, damages, suits or actions are due to the negligence or willful misconduct of County or County's failure to perform obligations required of County under this Agreement. The duty to defend, indemnify and hold harmless includes the obligations as set forth in California Civil Code 2778.

B. City agrees to:

1. Construct the Project including work within County's area, either with its own forces or by contract.
2. Include temporary pavement striping in the County area of the Project as County will be resurfacing the road in County's area of the Project in the spring of 2006.
3. Should City choose to have the work done by contract, City shall require the Contractor to maintain insurance levels of at least \$1,000,000 and to require the Contractor to name County, its officers, agents, and employees and the County as additional insured on all insurance documents for the Project and to include all work performed on behalf of the City and County in the bonds, warranties and guaranties to be furnished by the Contractor. The benefits arising under this paragraph shall include the

Agreement to the extent that such claims, damages, suits or actions are due to the negligence or willful misconduct of City or City's failure to perform obligations required of City under this Agreement. The duty to defend, indemnify and hold harmless includes the obligations as set forth in California Civil Code 2778.

5. Finance, either with its own funds or with funds other than funds administered by the County, all other Project costs that may be incurred in conjunction with the construction or maintenance of said Project.
6. Consider the funds provided by County as gas tax funds, and to be responsible for the appropriate use of gas tax funds, and to submit to the State Controller of the State of California all notices and reports for the expenditure of gas tax funds as may be necessary and as required by law.
7. Accept for annexation that portion of Guadalupe Canyon Parkway and the adjacent County Park property as may be necessary to facilitate the annexation of Guadalupe Canyon Parkway within the Project area.

C. This agreement shall be binding upon the respective successors and assigns of the parties hereto.

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C. This agreement shall be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands on the day and year first above written.

"County"

COUNTY OF SAN MATEO

BY

Richard S. Gordon
President, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

"City"

CITY OF DALY CITY

BY

Patricia G. Nantel

ATTEST: