



CITY CLERK

CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

May 26, 1971

County of Santa Clara  
Board of Supervisors  
Room 524  
70 West Hedding Street  
San Jose, CA 95110

Gentlemen:

Enclosed is an executed copy of AGREEMENT FOR PAYMENT OF  
COSTS FOR THE RESURFACING OF PORTIONS OF BOYNTON AVENUE,  
CLAYTON ROAD, JACKSON AVENUE, MADDEN AVENUE, MERIDIAN AVENUE,  
SESTER ROAD, AND SNELL ROAD  
for your files; also copy for your Public Works Department.

Sincerely,

Roy H. Hubbard  
Assistant City Clerk

By: Mrs. Linda Crosby  
City Clerk, Deputy

Enclosure

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND  
THE COUNTY OF SANTA CLARA FOR PAYMENT OF  
COSTS FOR THE RESURFACING OF PORTIONS OF  
BOYNTON AVENUE, CLAYTON ROAD, JACKSON AVE-  
NUÉ, MADDEN AVENUE, MERIDIAN AVENUE, GENTLER  
ROAD, AND SNELL ROAD.

THIS AGREEMENT, made and entered into this MAY 4 1971 day of  
                    , 1971, by and between the CITY OF SAN JOSE, 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, County and City wish to improve Boynton Avenue between  
Stevens Creek Boulevard and Akron Drive; Clayton Road between Mt. McKinley  
Drive and the most easterly city limits; Jackson Avenue between Alum Rock  
Avenue and three hundred thirty feet (330') southerly of Mather Drive;  
Madden Avenue between Jackson Avenue and Capitol Avenue; Meridian Avenue  
between Dry Creek Road and Hamilton Avenue; Gentler Road between Monterey  
Road and El Cajon Drive; and Snell Road between Blossom Hill Road and  
one quarter mile northerly of Branham Lane; and

WHEREAS, the materials used for resurfacing the abovementioned  
portions of the abovementioned road, avenues and streets will be placed  
approximately 51 percent within the unincorporated territory of County,  
and approximately 49 percent within the limits of City, and City and  
County wish to provide for the payment of their respective shares of the  
costs of resurfacing the said portions of said roads, avenues and streets  
(herein for convenience, referred to as "said project"); and

WHEREAS, it is in the best interest of orderly and economic con-  
struction practices to complete said project through joint action of  
the City and County and under a single construction contract awarded and  
administered by City.

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

heroby agree as follows:

cc: Public Works - 2  
Finance - 1

1. Preparation of Plans and Specifications. City shall prepare plans and specifications for said project and submit copies of said plans and specifications to County for approval thereof. Upon approval by County, City shall advertise said project for bid and shall award a contract to be supervised to completion by City.

2. County's Share of Cost. Within thirty (30) days after approval by County of the plans and specifications for said project, County shall pay to City, a total sum of Forty-Seven Thousand Dollars (\$47,000.00), which is the amount presently estimated by City to be the combined total construction cost of the portions of said project within the unincorporated territory of County. As used in this agreement, the term "construction cost" shall mean the total of all costs incurred and expenditures made by City in connection with constructing said project, including engineering costs and expenses, costs and expenses of preparing plans and specifications, costs and expenses for inspection, publication advertising and printing, cost of extra work and materials in connection with such work authorized by City, cost of all materials not included in the contract price of said construction contract expended on said project.

3. Insurance. City shall require any contractor awarded a contract for any portion of said project to secure and maintain in full force and effect at all times during the construction of said project, and until said project is accepted by City, public liability and property damage insurance in forms and limits of liability satisfactory and acceptable to both City and County and their respective officers and employees from and against any claims, loss, liability, cost or expense arising out of or in any way connected with the construction of said project.

The aforementioned policy shall contain a provision that the insurance afforded thereby to City and County and their respective officers and employees shall be primary insurance to the full limits of liability of the policy and if the City or County or their respective officers or employees have other insurance against a loss covered by such policy, that other insurance shall be excess insurance only.

4. Final Accounting. Upon completion of the project, City shall submit to County a final accounting of the total construction cost.

In the event this final accounting shows that the amount advanced by County to City under Paragraph 2 hereof, is less than thirty-one (31) percent of the total construction cost, the County shall pay the City the difference within sixty (60) days from receipt of final accounting. However, in the event this final accounting shows that the amount advanced by County to City under Paragraph 2 hereof is more than the thirty-one (31) percent of the total construction cost, the City shall return the difference to County within sixty (60) days from receipt of the final accounting.

5. Records and Accounts. City shall keep, maintain and render available for inspection by County or its authorized representative, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by City on construction of said projects.

6. Annexation. In the event any portion of the area within the limits of said project is annexed to City before the date of approval of said plans and specifications by County, County's share of the total construction cost shall be reduced in proportion to the amount of territory annexed.

7. Termination. This agreement shall terminate on September 30, 1971, if City has not awarded a contract for construction of said project prior to said date. In the event of such termination, City shall refund to County all sums advanced under Paragraph 2 of this agreement.

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

Approved as to Form:

DONALD C. ATKINSON  
Division Chief Attorney

Attest: FRANCIS L. GREINER  
City Clerk

Approved as to Form:

Deputy County Counsel

Attest:

JEAN PULLAN, Clerk,

CITY OF SAN JOSE, a municipal corporation

By

THOMAS W. FLETCHER  
Mayor

And

Franklin D. Jorgensen  
City Manager "City"

COUNTY OF SANTA CLARA, a political subdivision

By

Chairman, Board of Supervisors

MAY 4 1971

"County"

*Pending Signature*  
*sg*

May 4, 1971

6.

**Mr. A. R. Turturici  
Director of Public Works  
City of San Jose  
801 North First Street  
San Jose, California 95110  
Attention: Mr. Stan Haugen**

**Subject: Cost Sharing Agreement btw County of Santa Clara  
and City of San Jose for Improvement of Portions  
of: Boynton Ave., Clayton Road, Jackson Avenue,  
Madden Avenue, Meridian Avenue, Senter Road, and  
Snell Road**

**Dear Mr. Turturici:**

**Enclosed you will find the original and three counterparts  
of the agreement named above. The Board of Supervisors at  
its regularly scheduled meeting on May 4, 1971, authorized  
its Chairman to execute this agreement on behalf of the  
County.**

**After execution of all copies by the City of San Jose,  
please return two fully executed copies to this office.**

**Very truly yours,**

**BOARD OF SUPERVISORS  
Mrs. Jean Pullan, Clerk**

**By \_\_\_\_\_  
Deputy Clerk**

**JP:kb**

**Encls.**

**CC: Public Works Dept., Attn: Warren Wolfe (w/xerox cpy of Agmt)**

WHITE — Controller  
CANARY — County Executive  
PINK — Central Service or  
GOLD. ROD — County Engineer  
GREEN — File

No. \_\_\_\_\_

Job No. \_\_\_\_\_

Change Order No. \_\_\_\_\_

66.

BOARD OF SUPERVISORS  
SANTA CLARA COUNTY

DATE May 4, 1971

The following contract ~~was presented to the Board of Supervisors~~ was approved by the Board of Supervisors at a meeting held:

\_\_\_\_\_ May 4, 19 71

Project to be charged Cost Sharing Agreement with the City of San Jose  
for the improvement of portions of Boynton Ave., Clayton Road,  
Jackson Ave., Linden Ave., Meridian Ave., Center Road, and  
Snell Road. As per Agmt attached

For the amount of \$ \_\_\_\_\_

Contractor As per Agmt attached

Completion Date \_\_\_\_\_

Budget Item \_\_\_\_\_ (for Controller's use)

\_\_\_\_\_  
JEAN PULLAN  
Clerk of the Board

California

TRANSMITTAL MEMORANDUM

S.D. 1,2,3,4

Page \_\_\_ of \_\_\_

DATE: April 26, 1971

FOR: BOARD OF SUPERVISORS AGENDA OF May 4, 19 71

FROM: MONTINI, ENGINEERING, PUBLIC WORKS

TITLE: COST SHARING AGREEMENT BETWEEN THE COUNTY AND CITY OF SAN JOSE  
FOR THE IMPROVEMENT OF PORTIONS OF BOYNTON AVENUE, CLAYTON ROAD,  
JACKSON AVENUE, MADDEN AVENUE, MERIDIAN AVENUE, SENTER ROAD AND  
SNELL ROADDESCRIPTION:

This agreement between the County of Santa Clara and the City of San Jose provides for the resurfacing of Boynton Avenue between Stevens Creek Boulevard and Akron Drive; Clayton Road between Mt. McKinley Drive and the most easterly city limits; Jackson Avenue between Alum Rock Avenue and three-hundred thirty feet (330') southerly of Mather Drive; Madden Avenue between Jackson Avenue and Capitol Avenue; Meridian Avenue between Dry Creek Road and Hamilton Avenue; Senter Road between Monterey Road and El Cajon Drive; and Snell Road between Blossom Hill Road and one-quarter mile northerly of Branham Lane.

The estimated cost to the County for this work is \$47,000. Funds are available in the FY 70-71 Road Budget (resurfacing).

Approval is recommended.


Four (4) ~~fully~~ executed copies of the agreement should be sent to:

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

Attention: Mr. Stan Haugen

LM:WW:vlh

attachments

IM APPROVED: JAMES POTT 

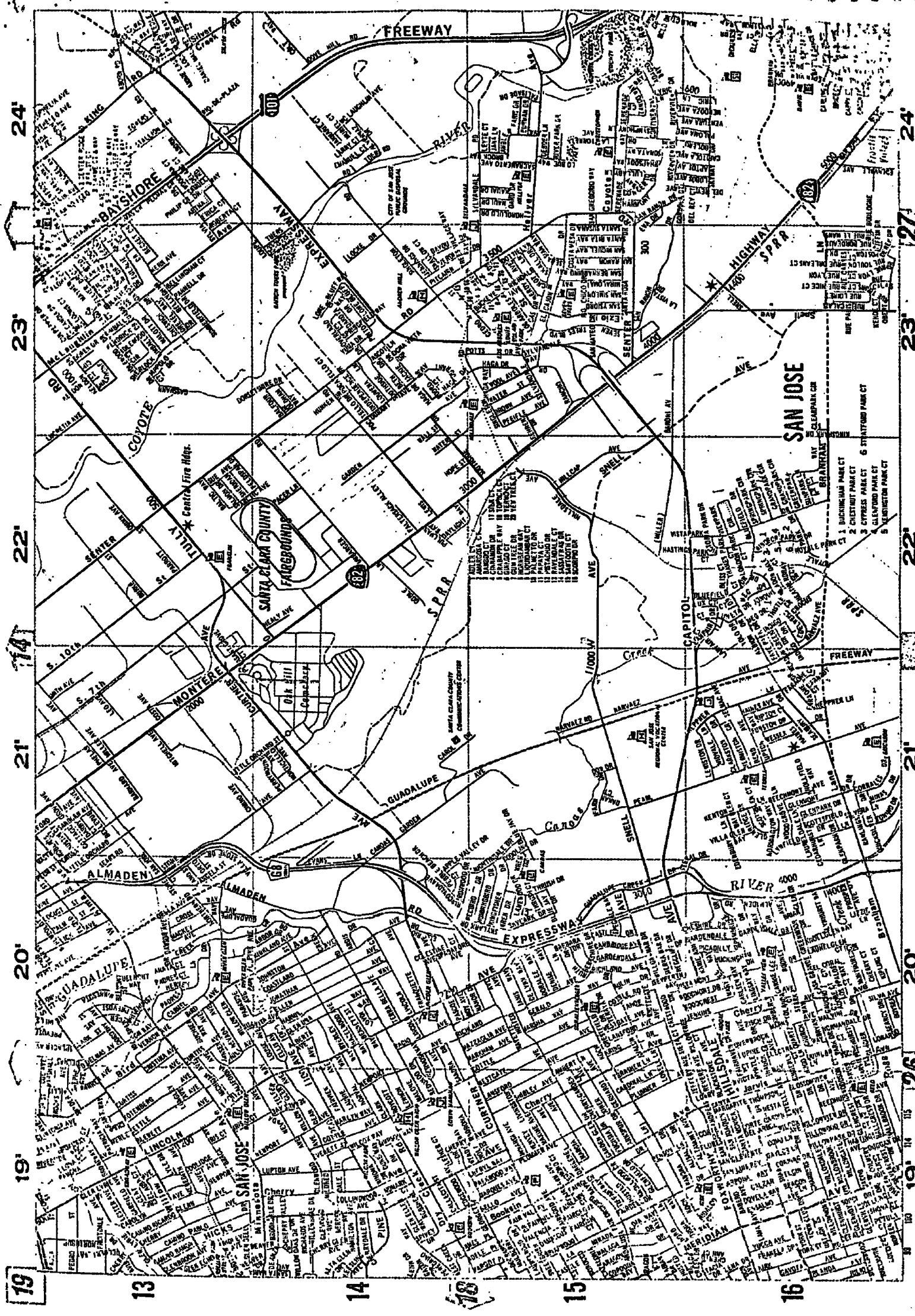
HOWARD CAMPEN \_\_\_\_\_

AGENDA DATA: DATE: \_\_\_\_\_

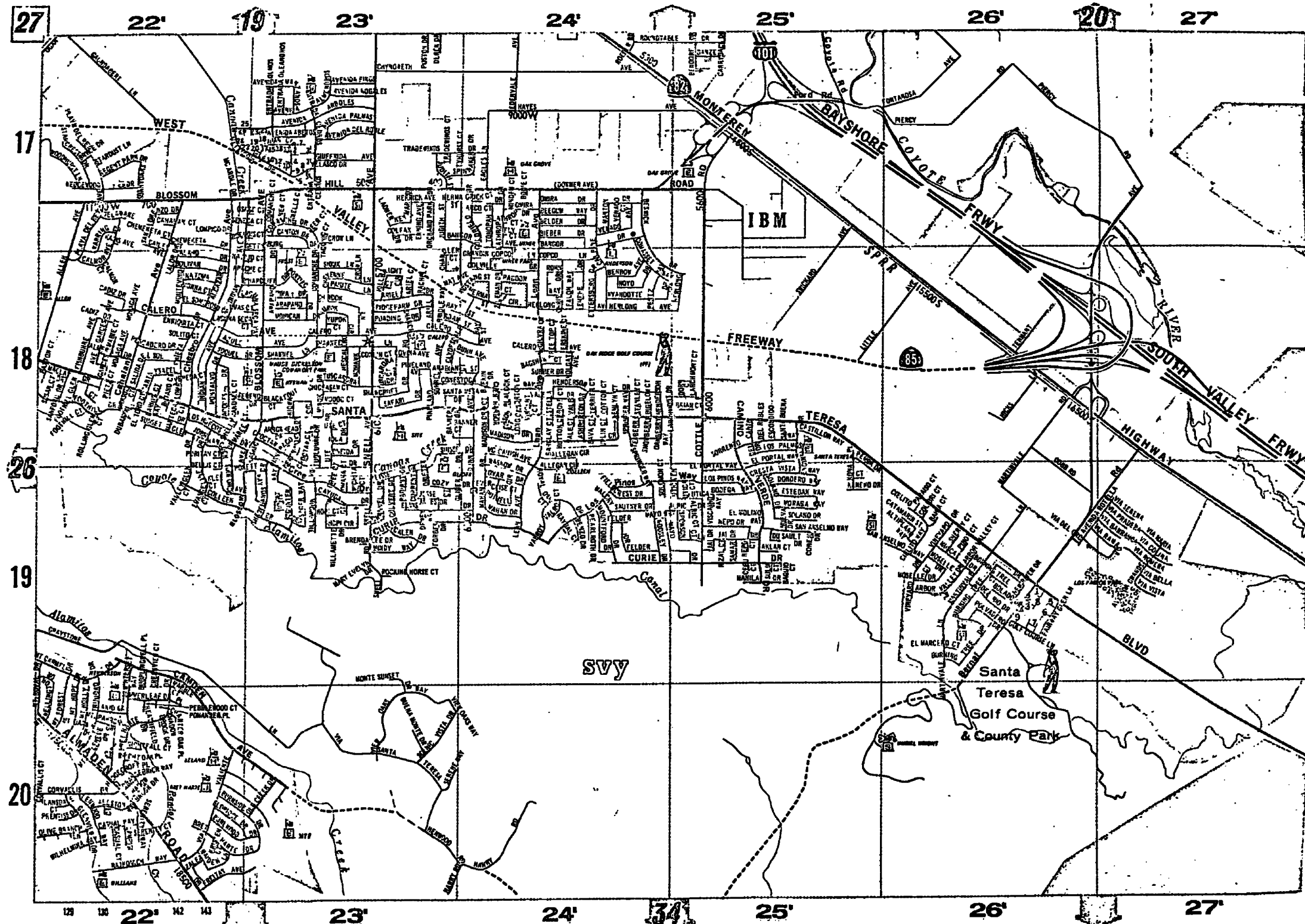
BOARD ACTION: \_\_\_\_\_

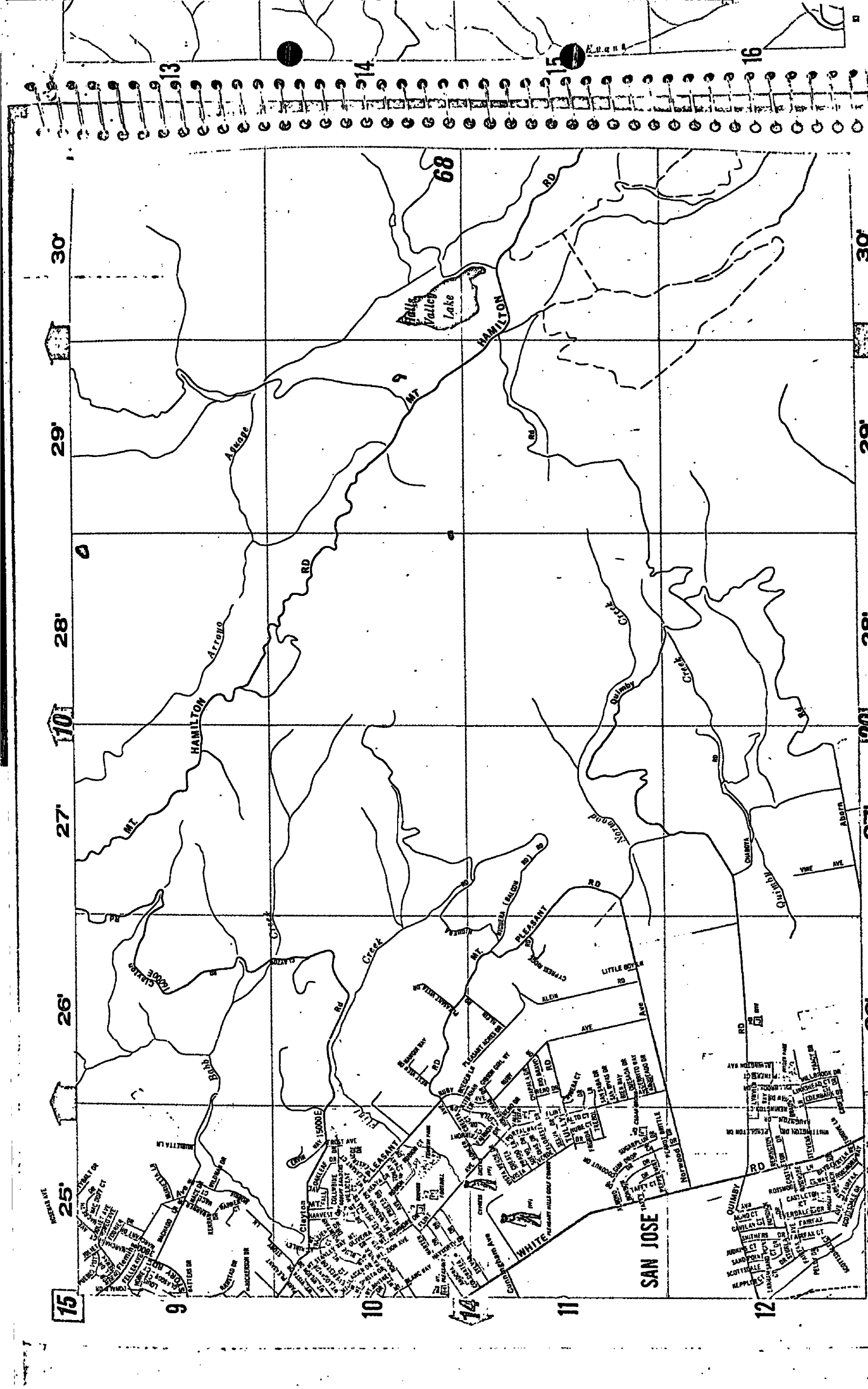
ITEM NO: \_\_\_\_\_

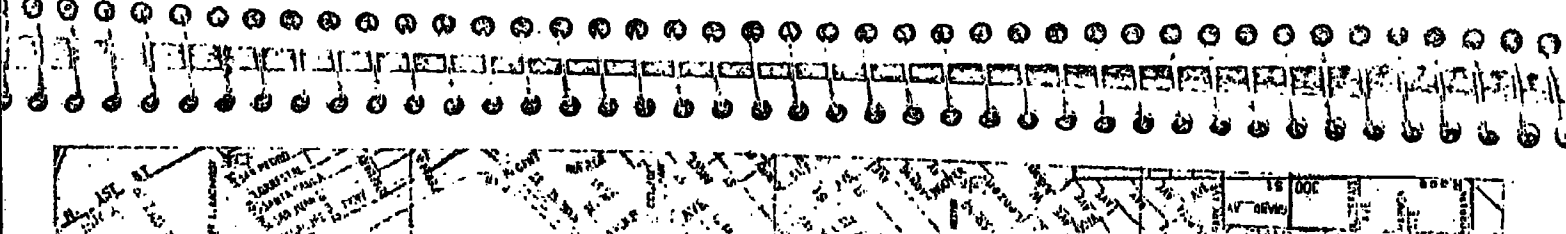
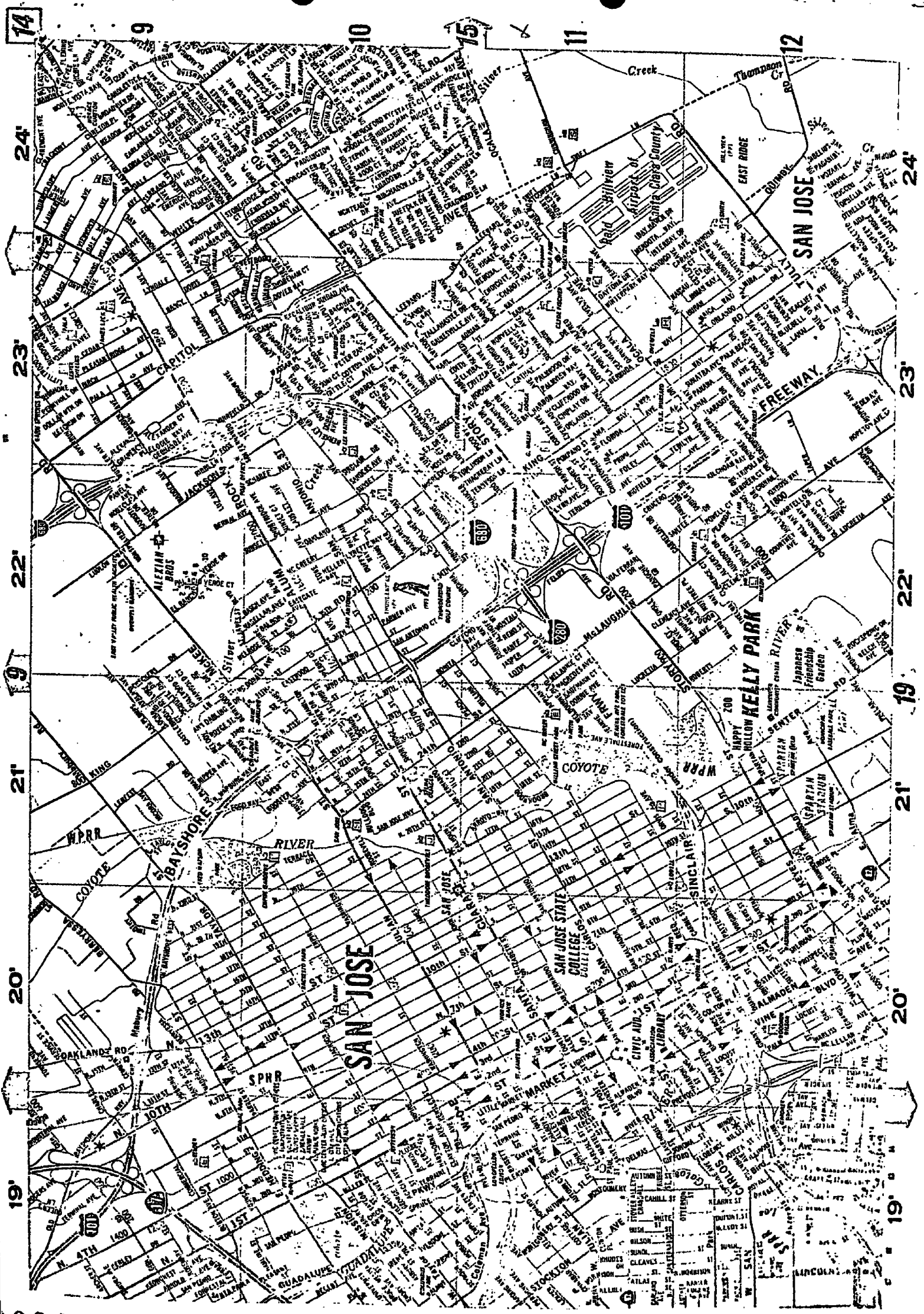
MAY 4 1971 B













18'

17'

16'

15'

14'

13'

13

9

10

11

11

12

SAN JOSE MUNICIPAL AIRPORT  
GUADALUPE PARKWAY  
Terminal

SAN JOSE MUNICIPAL AIRPORT

COLEMAN

UNIVERSITY OF SANTA CLARA  
Buck Shaw Stadium

SANTA CLARA

THE ALAMEDA

SAN JOSE

BASCOM

WINCHESTER

SAN JOSE

SANTA CLARA

STEVENS

CUPERTINO

JUNIPERO

WOLFE

WOLFE

WOLFE