

file with Agmt

*ad 11/30/64
SH 8-14*

*7-13
780*

#5

**AMENDMENT TO AGREEMENT
FOR PAYMENT OF THE COSTS
OF IMPROVEMENT OF TRIMBLE ROAD**

WHEREAS, the County of Santa Clara and the City of San Jose have heretofore executed an agreement dated August 26, 1963, providing therein for sharing the costs of construction of certain improvements to Trimble Road between Engineering Station 66+50 and O'Toole Avenue; and

WHEREAS, County and City desire to amend said agreement to increase the estimated cost of City's share of the cost of construction and to further provide for the acquisition of rights of way;

NOW, THEREFORE, County and City hereby amend the aforesaid agreement in the following particulars only:

1. The sum of \$130,000 specified in paragraphs 3 and 4(c) of said agreement shall be changed to read: \$230,000.

2. Paragraph 6 shall be added to said agreement to read:

6. (a) Part of Trimble Road lies within the jurisdiction and control of County and part lies within the jurisdiction and control of City. County and City shall each acquire such necessary rights of way for road purposes as lies within its respective jurisdiction in order to widen said road between the limits above stated to a width of 140 feet. County and City shall each bear its own cost of acquisition.

(b) Title to all necessary rights of way or orders of immediate possession shall be secured by

[Faint stamp and illegible text]

Orig - Bd files
1 fully executed copy - Public Works

Copy each Bd Member - HWK - DPW - CC - PC - Wal
1 conformed copy - County Counsel

8-27-64

Date JUN 1 1964
APPROVED LM
RE: CE CC PC DPW FLD
NO. ARSTATNS.

RECEIVED
BOARD OF SUPERVISORS

AUG 25 11 14 AM '64

COUNTY OF
SANTA CLARA

County and City on or before December 31, 1964.

IN WITNESS WHEREOF, County and City have caused the execution of this instrument as of JUN 1 1964.

COUNTY OF SANTA CLARA

By *M. G. Spangler*
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Donald M. Rains

DONALD M. RAINS
Assistant Clerk Board of Supervisors

CITY OF SAN JOSE

By *[Signature]*
Mayor

By A. P. HAMANN
City Manager
[Signature]

ATTEST:

Jean E. Pullan
City Clerk

JRK:pt
5-18-64

RECEIVED
PLUMBING WORKS

MAY 20 8 20 AM '64

COUNTY OF
SANTA CRUZ

7-11-64
7/11/64

OFFICE OF THE
COUNTY CLERK

FILE NO:

IN RE: [Illegible]
IN RE: [Illegible]
IN RE: [Illegible]

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

[Illegible Stamp]

EXEMPTION ON THIS [Illegible] [Illegible]
BY [Illegible] [Illegible] [Illegible]
COUNTY OF SANTA CRUZ [Illegible]



CITY CLERK

CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE 282-3141

August 21, 1964

Board of Supervisors
County of Santa Clara
70 W. Rosa Street - Room 524
San Jose 10, California

Gentlemen:

(2)

Enclosed please find a copy of an executed copy of AMENDMENT to AGREEMENT
for PAYMENT of the COSTS of IMPROVEMENT of TRIMBLE ROAD.

This is your file copy.

Very truly yours,

FRANCIS L. GREINER
CITY CLERK

BY: Roy H. Hubbard
Deputy

Enc. (2)
Original & 1 Copy as requested

RECEIVED
BOARD OF SUPERVISORS

AUG 25 11 13 AM '64

COUNTY OF
SANTA CLARA

June 4, 1964

Mr. Francis Greiner
City Clerk, City of San Jose
City Hall
San Jose, California

Subject: Amendment to Agreement - Improvement of
Trimble Road

Dear Mr. Greiner:

Enclosed you will find original and three copies of the amendment to agreement for payment of costs for improvement of Trimble Road. The Board of Supervisors, at its regularly scheduled meeting on June 1, 1964, authorized its chairman to execute this amendment.

After execution on behalf of the City of San Jose, we would appreciate your returning the original and one copy to this office.

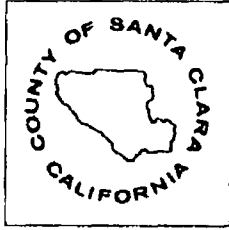
Very truly yours,

BOARD OF SUPERVISORS

Donald M. Rains
Assistant Clerk of the Board

DMR:mg
Enclosures

cc: Public Works



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: May 21, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF June 1, 19 64

FROM: Steffani, Design Division

TITLE: Amendment to agreement for payment of the costs of improvement of Trimble Road.

DESCRIPTION:

The City of San Jose and County of Santa Clara entered into a cost sharing agreement on August 26, 1963 for the improvement of Trimble Road between Engr. Station 66 + 50 (just east of San Jose-Alviso Road) and O'Toole Avenue. The agreement did not provide adequate funds for the improvement or the method of property acquisition. The amendment resolves both. Approval is recommended.

ECS:nc

Attachment

APPROVED:

JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

Trimble
R.D.
780



CITY CLERK

CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE CYPRESS 2-3141

April 6, 1964

Board of Supervisors
County of Santa Clara
70 West Rosa Street - Room 524
San Jose 10, California

Gentlemen:

Enclosed is an executed copy of AGREEMENT FOR PAYMENT OF COSTS OF
IMPROVEMENT OF TRIMBLE ROAD

for your files.

Very truly yours,

FRANCIS L. GREINER
CITY CLERK

BY: Roy H. Hubbard
Deputy

RECEIVED
BOARD OF SUPERVISORS

APR 7 11 21 AM '64

COUNTY OF
SANTA CLARA

#31

AGREEMENT FOR PAYMENT OF COSTS OF
IMPROVEMENT OF TRIMBLE ROAD

THIS AGREEMENT, made and entered into this 26TH day of ~~JUL 29 1963~~ AUGUST, 1963, by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called "County", and the CITY OF SAN JOSE, a municipal corporation of the State of California, hereinafter called "City",

WHEREAS, City and County wish to improve Trimble Road between Engineering Station 66 + 50 and O'Toole Avenue; and

WHEREAS, the frontage of the portion of Trimble Road proposed to be improved is approximately 50 per cent within the limits of City, and approximately 50 per cent within the unincorporated territory of County, and City and County wish to provide for the payment of their respective shares of the costs of constructing said improvements.

NOW, THEREFORE, City and County hereby agree as follows:

1. County shall proceed with diligence to prepare plans and specifications for the improvement of Trimble Road, between Engineering Station 66 + 50 and O'Toole Avenue, (herein for convenience referred to as "said project"), and submit a copy of said plans and specifications to City for its approval thereof.

2. Upon approval of the plans and specifications by City, County shall advertise for bids for the construction of said project, award a contract therefor, and supervise the construction thereof to completion. County agrees to require any contractor engaged to construct said project to take out and maintain in full force and effect, during the construction of said project, public liability and property damage insurance in form and limits of liability

cc: Paul Weber 4-16-64

OFFICE OF THE ATTORNEY GENERAL
STATE OF CALIFORNIA

The undersigned, Attorney General of the State of California, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the Department of the Attorney General.

Witness my hand and the seal of the State of California at the City of Sacramento, this 7th day of April, 1933.

Attorney General

RECEIVED
APR 7 11 33 AM '33
SANTA BARBARA COUNTY
CLERK OF SUPERIOR COURT

acceptable to City, insuring City, its officers and employees, from and against loss, cost or expense arising out of or in any way connected with the construction of said project.

3. Within thirty (30) days after approval of said plans and specifications, City shall pay to County the sum of \$130,000.00, which is the total amount presently estimated by County's Engineer to be the construction cost of the portion of said project within the incorporated territory of City.

4. (a) As used in this agreement, the term "construction cost" of said project shall mean the sum total of all the costs incurred and expenditures made by County, including but not limited to, engineering costs and expenses, costs and expenses of preparing plans and specifications, costs and expenses for inspection, publication, advertising and printing, cost of the construction contract awarded by County for the construction of said project, cost of extra work authorized by County, and cost of all materials not included in the contract price of said construction contract.

(b) Upon completion of said project, County shall pay the cost of the construction contract awarded by County for the construction of said project and cost of extra work authorized by County, to its contractor, and shall thereafter prepare and furnish to City a final accounting of said construction cost. Said accounting shall show the final construction cost for said project in its entirety.

(c) In the event said accounting shows that 50 per cent of the final construction cost is less than the sum advanced by City to County under Paragraph 3 hereof, County shall refund to City the difference between the sum of \$130,000.00 and 50 per cent of

final construction cost. In the event said accounting shows that 50 percent of the final construction cost is more than the sum advanced by City to County under Paragraph 3 hereof, no sum in addition to said sum of \$130,000.00 shall be paid by City to County.

5. Notwithstanding the provisions of Paragraph 4 above, in the event of annexation by City of any of the front footage of Trimble Road between Engineering Station 66 + 50 and O'Toole Avenue before approval of said plans and specifications by City, County's share of the cost of construction shall be 50 percent of said cost less the percentage the part annexed bears to the total front footage between Engineering Station 66 + 50 and O'Toole Avenue. For purpose of computing County's share of said cost, the following formula shall be used:

$$\frac{\text{number of feet annexed}}{\text{total front footage}} \times 100 = \text{percent of front footage annexed}$$

$$50 \text{ percent minus percent of front footage annexed} \times \text{cost of construction} = \text{County's share of cost of construction}$$

County shall award a contract for the construction of said project on or before December 31, 1964. Except for reasons beyond the control of County, failure to award a contract on said date shall terminate this agreement ipso facto, and the same shall be of no further force or effect.

WITNESS THE EXECUTION hereof, the day and year first

hereinabove written.

COUNTY OF SANTA CLARA

By *[Signature]*
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

CITY OF SAN JOSE

By *Robert Welds*
Mayor A. P. HAMANN

And *[Signature]* Deputy
City Manager

ATTEST: FRANCIS L. GREINER

By *[Signature]*

City Clerk

1-23-64
Not in files KB

780

Superior
11-27-63

August 28, 1963

1-23-64
called
22 to from
she is checking
still at City of San Jose
for execution as per
Tom West
document.

Mr. Frank Greiner, Clerk
City of San Jose
First and Mission Streets
San Jose, California

Subject: Agreement -- Improvement of Trimble Road

Dear Mr. Greiner:

Enclosed you will find the original and one copy of an Agreement between the County of Santa Clara and the City of San Jose which relates to the payment of costs for the improvement of Trimble Road.

The Board of Supervisors approved this Agreement as revised at its regularly scheduled meeting on August 26, 1963. After execution on behalf of the City of San Jose, we would appreciate your returning the fully executed copy to this office.

Very truly yours,
BOARD OF SUPERVISORS

Mrs. Jean Pullan, Clerk
of the Board.

JP:DMR:mo'd
Encls.

cc: Public Works Dept.



CITY OF SAN JOSE
CALIFORNIA

TELEPHONE CYPRESS 2-3141
PUBLIC WORKS DEPARTMENT

Room 321, City Hall
San Jose, Calif., 95110

15 August 1963

J. B. Enochs, Director of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Re: Agreement for Improvement
of Trimble Road

ATTN: E. Steffani

Dear Sir:

Returned are the original and 2 copies of
agreement sent to us by the Clerk of the Board
of Supervisors.

Paragraph 5, sheet 3 of the original copy
of the agreement has been modified to reflect
the meeting between Mr. Campen and Mr. Hamann
regarding the re-negotiations of the terms of
this agreement. It was understood that the time
of approval of the plans and specifications by
the City would be the cut-off date regarding
annexation.

If this is satisfactory, will you please
re-submit the agreement to your Board as soon as
possible.

Very truly yours,

H. J. Planvery
H. J. PLANVERY
City Engineer

HJF:RRB:bc
1 Encl.
Agmt (trip)

CITY OF WASHINGTON
DISTRICT OF COLUMBIA



OFFICE OF THE
COMMISSIONER OF
THE DISTRICT OF COLUMBIA

TO THE HONORABLE
COMMISSIONER OF THE DISTRICT OF COLUMBIA
FROM THE
[Illegible Name]
[Illegible Title]
[Illegible Address]
[Illegible City, State, Zip]
[Illegible Phone Number]

RECEIVED
AUG 15 1963
DEPT. OF PUBLIC WORKS

31

July 30, 1963

Mr. Frank Greiner, Clerk
City of San Jose
1st & Mission Streets
San Jose, California

Subject: Agreement for Improvement of Trimble Road

Dear Mr. Greiner:

Enclosed you will find the original and two copies of an agreement between the County of Santa Clara and City of San Jose which relates to the payment of costs of the improvement of Trimble Road.

The Board of Supervisors at its regularly scheduled meeting on July 29, 1963, authorized its Chairman to execute this agreement on behalf of the County. After execution on behalf of the City of San Jose, we would appreciate your returning a fully executed copy to this office.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan, Clerk
of the Board

JP:DMR:gc

cc: Public Works

*Superseded
by Agmt dated
Aug. 26, 1963.*

#31

AGREEMENT FOR PAYMENT OF COSTS OF IMPROVEMENT OF TRIMBLE ROAD

THIS AGREEMENT, made and entered into this _____ day of JUL 29 1963, 1963, by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called "County", and the CITY OF SAN JOSE, a municipal corporation of the State of California, hereinafter called "City",

WHEREAS, City and County wish to improve Trimble Road between Engineering Station 66 + 50 and O'Toole Avenue; and

WHEREAS, the frontage of the portion of Trimble Road proposed to be improved is approximately 50 per cent within the limits of City, and approximately 50 per cent within the unincorporated territory of County, and City and County wish to provide for the payment of their respective shares of the costs of constructing said improvements.

NOW, THEREFORE, City and County hereby agree as follows:

1. County shall proceed with diligence to prepare plans and specifications for the improvement of Trimble Road, between Engineering Station 66 + 50 and O'Toole Avenue, (herein for convenience referred to as "said project"), and submit a copy of said plans and specifications to City for its approval thereof.
2. Upon approval of the plans and specifications by City, County shall advertise for bids for the construction of said project, award a contract therefor, and supervise the construction thereof to completion. County agrees to require any contractor engaged to construct said project to take out and maintain in full force and effect, during the construction of said project, public liability and property damage insurance in form and limits of liability

*Superseded by
agmt dated
aug. 26, 1963*

(2)

Date JUL 29 1963
APPROVED _____
RE: CE CC PC DPW FLD
NO: _____ ABSTAINS: _____

acceptable to City, insuring City, its officers and employees, from and against loss, cost or expense arising out of or in any way connected with the construction of said project.

3. Within thirty (30) days after approval of said plans and specifications, City shall pay to County the sum of \$130,000.00, which is the total amount presently estimated by County's Engineer to be the construction cost of the portion of said project within the incorporated territory of City.

4. (a) As used in this agreement, the term "construction cost" of said project shall mean the sum total of all the costs incurred and expenditures made by County, including but not limited to, engineering costs and expenses, costs and expenses of preparing plans and specifications, costs and expenses for inspection, publication, advertising and printing, cost of the construction contract awarded by County for the construction of said project, cost of extra work authorized by County, and cost of all materials not included in the contract price of said construction contract.

(b) Upon completion of said project, County shall pay the cost of the construction contract awarded by County for the construction of said project and cost of extra work authorized by County, to its contractor, and shall thereafter prepare and furnish to City a final accounting of said construction cost. Said accounting shall show the final construction cost for said project in its entirety.

(c) In the event said accounting shows that 50 per cent of the final construction cost is less than the sum advanced by City to County under Paragraph 3 hereof, County shall refund to City the difference between the sum of \$130,000.00 and 50 per cent of

final construction cost. In the event said accounting shows that 50 per cent of the final construction cost is more than the sum advanced by City to County under Paragraph 3 hereof, no sum in addition to said sum of \$130,000.00 shall be paid by City to County.

5. Notwithstanding the provisions of Paragraph 4 above, in the event of annexation by City of any of the front footage of Trimble Road between Engineering Station 66 + 50 and O'Toole Avenue before completion of the work, County's share of the cost of construction shall be 50 per cent of said cost less the percentage the part annexed bears to the total front footage between Engineering Station 66 + 50 and O'Toole Avenue. For purpose of computing County's share of said cost the following formula shall be used:
$$\frac{\text{number of feet annexed}}{\text{total front footage}} \times 100 = \text{per cent of front footage annexed.}$$

50 per cent minus per cent of front footage annexed x cost of construction = County's share of cost of construction.

6. In the event County does not award a contract for the construction of said work on or before December 31, 1964, this agreement shall terminate ipso facto upon said date and shall be of no further force or effect.

WITNESS THE EXECUTION hereof, the day and year first herein-above written.

COUNTY OF SANTA CLARA

By *R. M. ...*
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors.

CITY OF SAN JOSE

ATTEST:

City Clerk

By _____
Mayor
And _____
City Manager