

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND COUNTY OF SANTA CLARA FOR SHARING
THE COSTS OF CONSTRUCTING A PORTION OF
TRINIDAD DRIVE.

This AGREEMENT, made and entered into this 20th day of
June, 1973, by and between the CITY OF SAN JOSE, a
municipal corporation of the State of California, and the COUNTY
OF SANTA CLARA, a political subdivision of the State of California,
hereinafter called "County,"

W I T N E S S E T H

WHEREAS, a joint City-County report on Almaden Expressway
Unit 6 between Graystone Lane and Viewpoint Lane was approved by
the Board of Supervisors on December 5, 1972 and by the Council of
the City of San Jose on December 11, 1972; and

WHEREAS, said report approved the construction of Trinidad
Drive from its present terminus 600 feet west of Elwood Drive to
its proposed intersection with the Almaden Expressway, said con-
struction being hereinafter called the "Project"; and

WHEREAS, the construction of the Project is in the public in-
terest; and

WHEREAS, City has title to the real property required for the
entire route of the Project but this route lies partly within the
City of San Jose boundaries and partly within the boundaries of the
County of Santa Clara; and

WHEREAS, it is in the best interest of orderly and economic
construction practices to complete the Project through joint action
of the City and County.

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

Copies: 1 signed } San Jose, Public Works, Finance, Council
1 certified }

1. Plans and Specifications. City shall prepare or cause to be prepared plans and specifications for said Project to the satisfaction of County, and shall submit said plans and specifications for County's approval.

2. If County approves the plans and specifications for Project, City shall advertise for bids for construction of the Project and, subject to and in accordance with applicable laws, shall award a contract or contracts for the construction of the project. City shall furnish all engineering and inspection services necessary for completion of Project according to said plans and specifications and shall cause the Project to be completed in accordance therewith.

3. Liability Insurance. City agrees to require any contractor engaged to perform said Project to take out and maintain in full force and effect during construction of said Project and until acceptance of said Project by City a policy of public liability and property damage insurance insuring City, its officers and employees, from and against any loss, cost or expense arising out of or in any way connected with the construction of said Project. The terms, provisions and conditions of such policy shall be those which the City normally requires in connection with the type of construction contemplated for said Project; provided, however, that City agrees to require such contractor to name County, its officers and employees, as co-insureds on such policy.

4. Sharing of Costs. County agrees to pay the sum of Twenty-two Thousand Dollars (\$22,000.00) as its share and in total for the construction of said Project, said share being half the cost of the Project and being based upon the fact that half the length and value of the Project will be within County's boundaries. This sum shall be forwarded to City within thirty (30) days after execution of this agreement.

5. Upon completion of the Project, City and County shall each own, maintain, and repair the portion of the Project contained within their respective boundaries.

6. Termination. In the event construction of said project is not in progress prior to December 31, 1973, the terms of this agreement shall be void and City shall return County's share of costs.

WITNESS THE EXECUTION HEREOF the day and year first herein-
above set forth.

APPROVED AS TO FORM:

William B. Mayfield
Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By Armando Rodriguez
Mayor
"City"

ATTEST:

FRANCIS L. REINER
By Francis L. Reiner
City Clerk

APPROVED AS TO FORM:

Assistant County Counsel

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

R. H. Melchior
Chairman, Board of Supervisors

ATTEST:

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

JUN 26 1973

June 29, 1973

City Clerk
City of San Jose
801 N. First Street
San Jose, California 95110

Subject: Agreement with City of San Jose relating
to the construction of a portion of
Trinidad Drive.

Dear Sir:

Enclosed you will find a fully executed copy and one certified copy of the subject Agreement between the County of Santa Clara and the City of San Jose. The Board of Supervisors at its regularly scheduled meeting on June 26, 1973 approved this Agreement on behalf of the County.

The enclosed copies are for your records.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By: Deputy Clerk

DMR/dgh

Enclosures

No.

Job No.

Change Order No.

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE June 29, 1973

Agreement

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

..... June 26 , 19 73

Project to be charged Construction of a portion of
Trinidad Drive

For the amount of \$ See Agreement

Contractor City of San Jose, 301 E. 1st St., San Jose 95110

Completion Date See Agreement

Budget Item (for Controller's use)

Donald M. Rains/dgh
Donald M. Rains
Clerk of the Board

dgh

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

memorandum



TO	DONALD M. RAINS Clerk, Board of Supervisors	FROM	NORMAN E. MATTEONI Deputy County Counsel	
SUBJECT	AGREEMENT BETWEEN SAN JOSE AND COUNTY FOR COST SHARING OF CONSTRUCTION OF PORTION OF TRINIDAD DRIVE		DATE	June 29, 1973

On June 26, 1973, the County executed an agreement (see Exhibit "A") regarding the above and forwarded it to City of San Jose. San Jose, in turn, had its City Attorney restate the agreement (see Exhibit "B"), executed the new document June 28, 1973, and sent it back to the County.

I have examined the two documents and confirmed the factual statements contained in any wording change with Jess Torres of Public Works. I am satisfied that the new draft executed by the City says the same as the first draft. The difference lies in the City's employment of more words.

Therefore, after discussion with Gary Voecks, it is proper to ask the Chairman to sign the second draft, on the basis of the motion granting him authorization on June 26, 1973.

A handwritten signature in cursive script, appearing to read "Norman E. Matteoni".

NEM:mo
cc: Doug Horn
Jess Torres, Public Works

AGREEMENT

This is an agreement between the County of Santa Clara hereinafter called "County" and the City of San Jose hereinafter called "City".

WHEREAS, it is in the public interest that Trinidad Drive between Almaden Expressway westerly to 600 feet westerly of Elwood Road be constructed, which shall be hereinafter referred to as the "Project"; and

WHEREAS, a joint City-County report on Almaden Expressway Unit 6 between Graystone Lane and Viewpoint Lane was approved by the Board of Supervisors on December 5, 1972 and by the Council of the City of San Jose on December 11, 1972; and

WHEREAS, the construction of the "Project" was part of the approved report; and

WHEREAS, it is in the best interest of orderly and economic construction practices to complete the "Project" through joint action of the City and County;

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

1. Plans and Specifications: City shall prepare or cause to be prepared plans and specifications for said Project and shall submit said plans and specifications for County's approval.
2. Liability Insurance. City agrees to require any contractor engaged to perform said Project to take out and maintain in full force and effect during construction of said Project and until acceptance of said Project by City a policy of public liability and property damage insurance insuring City, its officers and employees, from and against any loss, cost or expense arising out of or

in any way connected with the construction of said Project. The terms, provisions and conditions of such policy shall be those which the City normally requires in connection with the type of construction contemplated for said Project; provided, however, that City agrees to require such contractor to name County, its officers and employees, as co-insureds on such policy.

3. Sharing of costs. County agrees to pay the sum \$ 22,000 as its share in total for the construction of said Project.

This sum shall be forwarded to City 30 days after execution of this agreement.

4. Termination. In the event construction of said project is not in progress prior to December 31 1973 the terms of this agreement shall be void.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on _____

CITY OF SAN JOSE

ATTEST:

City Clerk

COUNTY OF SANTA CLARA

Chairman, Board of Supervisors

ATTEST: DONALD M. RAINS, Clerk
Board of Supervisors

DATE: _____

APPROVED AS IQ FORM

Deecee Thompson
Assistant County Counsel

Reg 44157
Clerk
Room 116
801 N. 1st St.

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND COUNTY OF SANTA CLARA FOR SHARING
THE COSTS OF CONSTRUCTING A PORTION OF
TRINIDAD DRIVE.

This AGREEMENT, made and entered into this 27th day of June, 1973, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California, and the COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called "County,"

W I T N E S S E T H

WHEREAS, a joint City-County report on Almaden Expressway Unit 6 between Graystone Lane and Viewpoint Lane was approved by the Board of Supervisors on December 5, 1972 and by the Council of the City of San Jose on December 11, 1972; and

WHEREAS, said report approved the construction of Trinidad Drive from its present terminus 600 feet west of Elwood Drive to its proposed intersection with the Almaden Expressway, said construction being hereinafter called the "Project"; and

WHEREAS, the construction of the Project is in the public interest; and

WHEREAS, City has title to the real property required for the entire route of the Project but this route lies partly within the City of San Jose boundaries and partly within the boundaries of the County of Santa Clara; and

WHEREAS, it is in the best interest of orderly and economic construction practices to complete the Project through joint action of the City and County.

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

1. Plans and Specifications. City shall prepare or cause to be prepared plans and specifications for said Project to the satisfaction of County, and shall submit said plans and specifications for County's approval.

2. If County approves the plans and specifications for Project, City shall advertise for bids for construction of the Project and, subject to and in accordance with applicable laws, shall award a contract or contracts for the construction of the project. City shall furnish all engineering and inspection services necessary for completion of Project according to said plans and specifications and shall cause the Project to be completed in accordance therewith.

3. Liability Insurance. City agrees to require any contractor engaged to perform said Project to take out and maintain in full force and effect during construction of said Project and until acceptance of said Project by City a policy of public liability and property damage insurance insuring City, its officers and employees, from and against any loss, cost or expense arising out of or in any way connected with the construction of said Project. The terms, provisions and conditions of such policy shall be those which the City normally requires in connection with the type of construction contemplated for said Project; provided, however, that City agrees to require such contractor to name County, its officers and employees, as co-insureds on such policy.

4. Sharing of Costs. County agrees to pay the sum of Twenty-two Thousand Dollars (\$22,000.00) as its share and in total for the construction of said Project, said share being half the cost of the Project and being based upon the fact that half the length and value of the Project will be within County's boundaries. This sum shall be forwarded to City within thirty (30) days after execution of this agreement.

5. Upon completion of the Project, City and County shall each own, maintain, and repair the portion of the Project contained within their respective boundaries.

6. Termination. In the event construction of said project is not in progress prior to December 31, 1973, the terms of this agreement shall be void and City shall return County's share of costs.

WITNESS THE EXECUTION HEREOF the day and year first herein-
above set forth.

APPROVED AS TO FORM:

William P. Mayfield
Deputy City Attorney

CITY OF SAN JOSE, a municipal
corporation

By Wanda J. ...
Mayor

"City"

ATTEST:

FRANCIS ...
By ...
City Clerk

APPROVED AS TO FORM:

Assistant County Counsel

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

Chairman, Board of Supervisors

ATTEST:

DONALD M. RAINS, Clerk
Board of Supervisors

California

TRANSMITTAL MEMORANDUM

S.D. 1

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Page of

DATE: June 14, 1973

FOR: BOARD OF SUPERVISORS AGENDA OF June 26, 1973

FROM: MONTINI, PUBLIC WORKS, ENGINEERING

TITLE: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF
SAN JOSE RELATING TO THE CONSTRUCTION OF A PORTION OF TRINIDAD
DRIVE

DESCRIPTION:

This agreement provides for the sharing of costs for the construction of a missing link of Trinidad Drive between Almaden Expressway and a location 600 feet westerly of Elwood Road.

The construction of this portion of Trinidad Drive was included as item #1 in the joint City-County report on proposed road work in Almaden Valley on Almaden Expressway and vicinity. The report was approved by the Board of Supervisors on December 5, 1972 and by the San Jose City Council on December 11, 1972.

Construction of this missing link will provide needed traffic service to Almaden Expressway and Camden Avenue for those people living westerly of Almaden Expressway and southerly of Crown Blvd. The County's total share for the project is \$22,000.00.

Sufficient funds are available in the current Road Budget to do the project.


Approval is recommended.

After execution please send two (2) fully executed copies of the agreement to:

City Clerk
City of San Jose
801 North First Street
San Jose, California 95110

LM:JYT:vlh

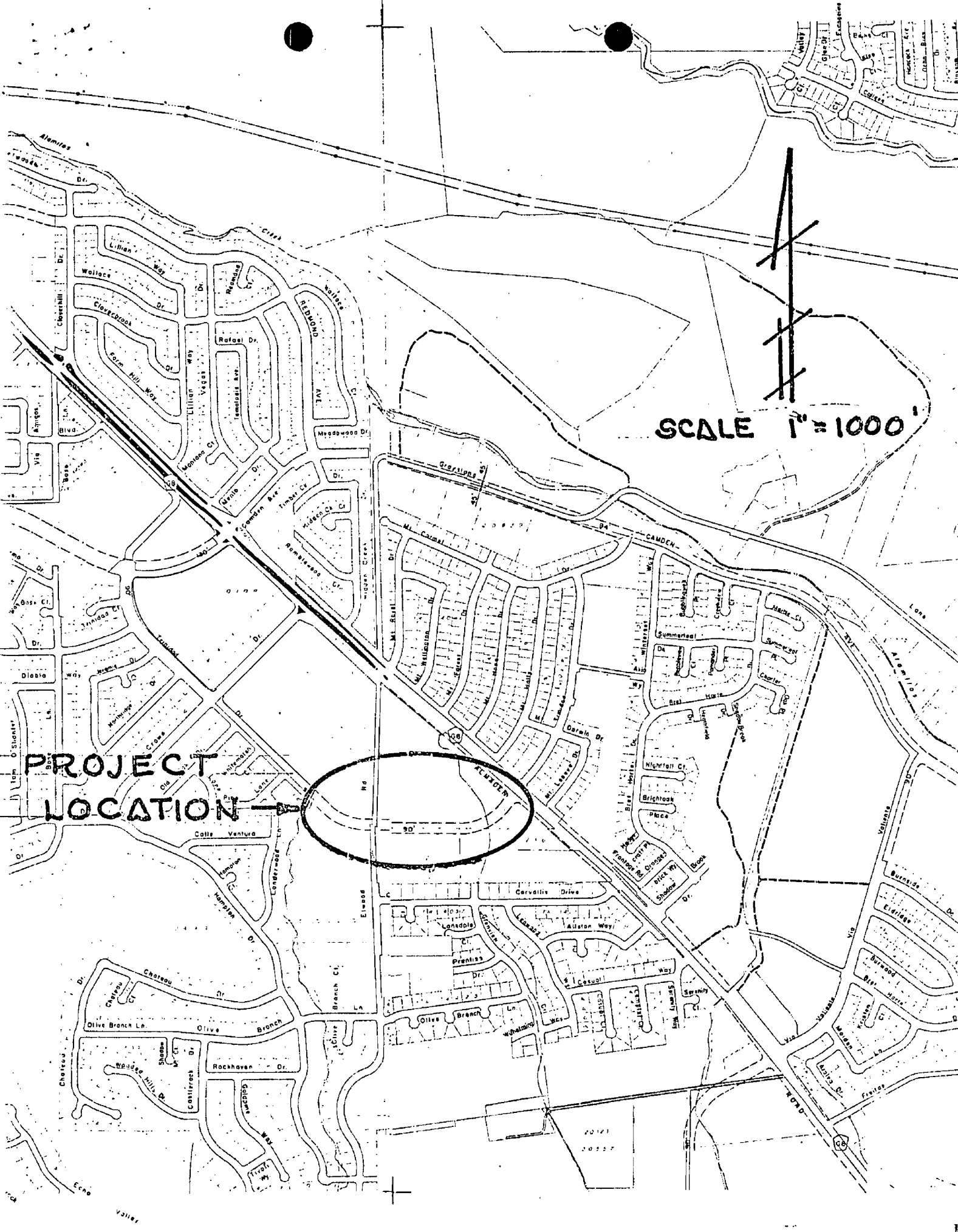
attachments

LM APPROVED: JAMES POTTS 

HOWARD CAMPEN _____

AGENDA DATA: DATE: _____
ITEM NO: _____

BOARD ACTION: JUN 26 1973 



SCALE 1" = 1000'

PROJECT LOCATION