

AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND
CITY OF SAN JOSE FOR SHARING COSTS OF
RESURFACING UMBARGER ROAD BETWEEN SENTER
ROAD AND MONTEREY HIGHWAY

This is an agreement by and between COUNTY OF SANTA CLARA, State of California (County) and CITY OF SAN JOSE, State of California (San Jose) to improve Umbarger Road between Senter Road and Monterey Highway.

IT IS AGREED between the parties as follows:

1. Preparation of Plans and Specifications. County shall prepare and submit to San Jose for approval plans and specifications for the improvement of Umbarger Road between Senter Road and Monterey Highway.

2. Award of Contract. Upon approval by San Jose, County shall advertise the project for bid and shall award a contract to be supervised to completion by County.

3. Basis of Cost Sharing. Eighty-one percent (81%) of the project lies within unincorporated area of County, and nineteen percent (19%) of the project lies within the incorporated limits of San Jose. This breakdown of the percentage of the project which lies within each jurisdiction shall be the basis for the cost sharing.

4. San Jose's Share of Cost. Within thirty (30) days after approval by San Jose of the plans and specifications, San Jose shall pay to County the sum of Three Thousand Six Hundred Fifty-Five Dollars (\$3,655), which is the amount presently estimated by County to be the construction cost of the portion of the project lying within the incorporated area of San Jose.

5. Construction Costs. As used in this agreement the term "construction cost" shall mean the total of all costs incurred and expenditures made by County in connection with constructing the above described project, including but not limited to engineering

*Orig to San Jose
2 to Parks
1 to CC
Ho Finance*

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, cost of extra work authorized by County and cost of all materials not included in the contract price.

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

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

7. Final Accounting. Upon completion of the project County shall submit to San Jose a final accounting of the total construction cost. In the event this final accounting shows that the sum advanced to County by San Jose is less than nineteen percent (19%) of the total construction cost, San Jose shall pay County the difference within sixty (60) days from receipt of the final accounting. However, in the event this final accounting shows that the sum advanced to County by San Jose is more than nineteen percent (19%) of the total construction cost, County shall return the difference to San Jose within sixty (60) days.

8. Records and Accounts. County shall keep, maintain and render available for inspection by San Jose or its authorized representatives records and books which will provide a complete and accurate account of all costs, fees and expenditures made by County on construction costs of the project.

9. Termination. This agreement shall terminate on October 1, 1970, if County has not awarded a contract for construction of the above described project prior to that date. In the event of such a termination County shall refund to San Jose all sums advanced under Paragraphs 3 and 4 of this agreement.

10. Annexation. In the event any portion of the area within the limits of said improvements is annexed to San Jose before the date of approval of said plans and specifications, County's share of the total contract cost shall be reduced in proportion to the amount of territory annexed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on JUN 3 1970

COUNTY OF SANTA CLARA

Annemie L. Corbett
~~Chairman~~, Board of Supervisors
Chairman, pro tempore

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Jean Pullan

APPROVED AS TO FORM:

Gerardo Thompson
Assistant/Deputy County Counsel

DATED: May 7, 1970

CITY OF SAN JOSE, a Municipal Corporation

Thomas W. Fletcher
Mayor

THOMAS W. FLETCHER

By Franklin D. Imhoff Deputy
City Manager

ATTEST: FRANCIS L. GREINER

By Francis L. Greiner Deputy
City Clerk, San Jose

APPROVED AS TO FORM:

Donald L. Atkinson
Deputy City Attorney

DATED: 6-4-70



CITY CLERK

CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

June 12, 1970

Clerk of Board of Supervisors
70 West Hedding Street
San Jose, California 95110

Gentlemen:

Enclosed is the original and one copy of the Agreement Between the County and the City of San Jose for Sharing of Costs of Resurfacing Umbarger Road which we ask that you please execute, and after execution, return the original agreement marked "Clerk's of San Jose" to the undersigned.

This agreement was authorized by our Resolution 37703 on June 8, 1970.

Very truly yours,

FRANCIS L. GREINER
CITY CLERK

By: Mrs. Judith Ross

Encl.

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Faint, illegible text, possibly a signature or name.

Faint, illegible text, possibly a date or reference number.

Faint, illegible text, possibly a closing or footer.

RECEIVED
BOARD OF SUPERVISORS
JUN 15 8 06 AM '70
COUNTY OF
SANTA CLARA

Pending Signature
Sg

June 3, 1970

Mr. Frank Greiner
City Clerk
City of San Jose
801 North First Street
San Jose, California

Subject: Agreement with City of San Jose
For Sharing Costs of Resurfacing Umbarger Road
between Senter Road and Monterey Highway

Dear Mr. Greiner:

Enclosed you will find an original and one copies of an agreement between the County of Santa Clara and the party (ies) named above. The Board of Supervisors at its regularly scheduled meeting on June 3, 1970, authorized its Chairman to execute this agreement on behalf of the County.

After execution of all copies, we would appreciate your returning one copy ~~(two)~~ to this office.

Very truly yours,

JEAN PULLAN, Clerk
of the Board of Supervisors

By _____
Deputy Clerk

JP: kb
Encls. (2)
cc: Public Works Department

No. 1

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. 2

Page of

DATE: May 25, 1970

#8

FOR: BOARD OF SUPERVISORS AGENDA OF June 2, 19 70

FROM: MONTINI, ENGINEERING, PUBLIC WORKS

TITLE: COST SHARING AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
THE CITY OF SAN JOSE FOR RESURFACING OF UMBARGER ROAD

DESCRIPTION:

This agreement provides for the sharing of costs for the resurfacing of Umbarger Road between Senter Road and Monterey Highway.

San Jose's share of this project is estimated to be \$3,655.00. County's share is estimated to be \$15,500.00. County funds are available in the 1969-70 Road Budget (Resurfacing).


Approval is recommended.

After execution one fully executed copy of the agreement should be sent to the City Clerk of the City of San Jose.

LM:WV:vlh

attachments

sm


APPROVED: JAMES POTT 

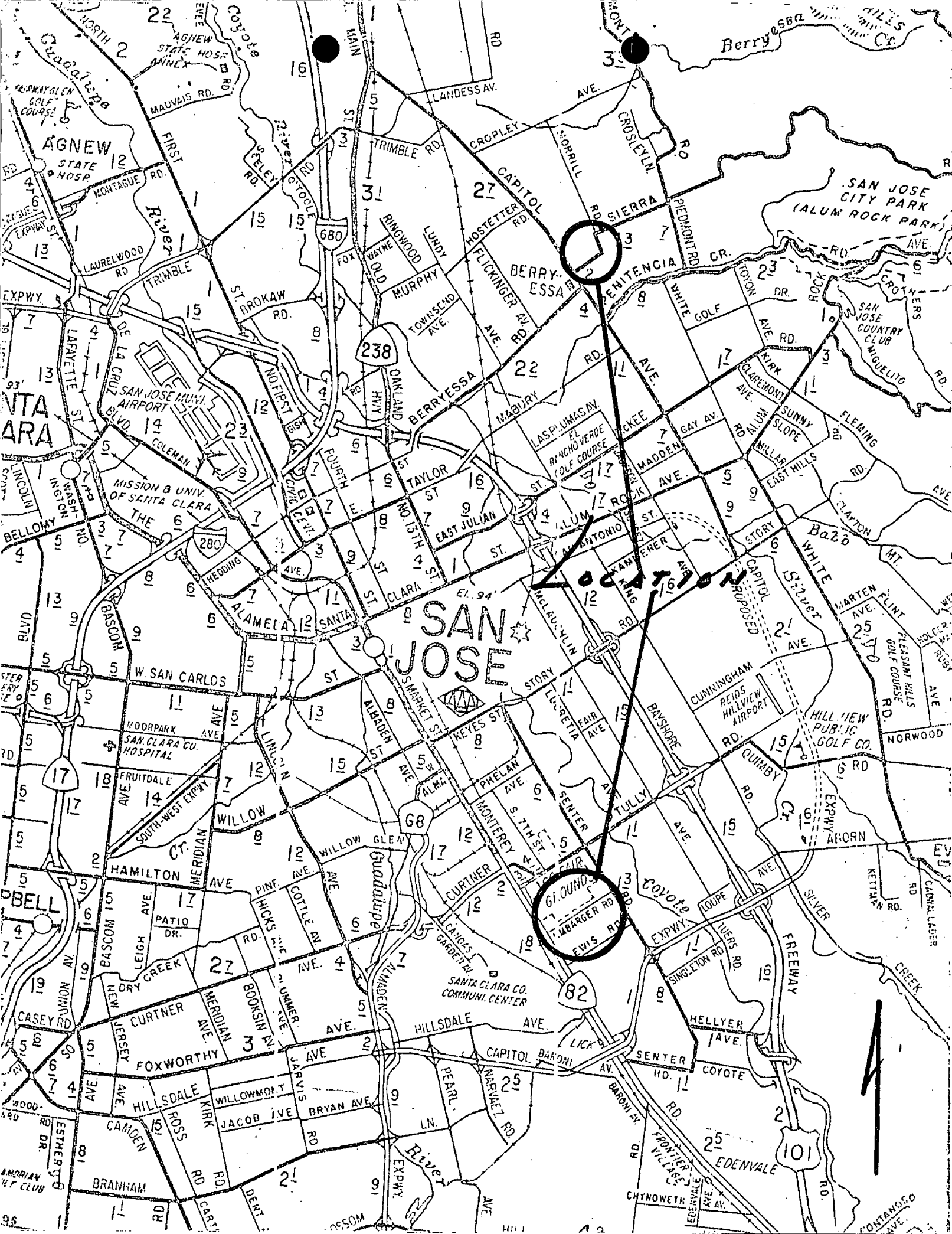
HOWARD CAMPEN _____

AGENDA DATA: DATE: _____

BOARD ACTION: _____

ITEM NO: _____

JUN 3 1970 



SAN JOSE

G.O. O'CONNEL
BLVD

SAN JOSE MUNI AIRPORT

MISSION & UNIV. OF SANTA CLARA

SAN JOSE CITY PARK (ALUM ROCK PARK)

SAN JOSE COUNTRY CLUB

HILL VIEW PUBLIC GOLF CO.

SANTA CLARA CO. COMMUNI. CENTER

AGNEW STATE HOSP

BELL

BRANHAM

EDENVALE

