



CITY CLERK

CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 282-3141

August 3, 1972

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 SHARING COSTS OF RESURFACING UNION AVENUE BETWEEN CAMPBELL AVENUE AND SOUTH BASCOM AVENUE and AGREEMENT FOR SHARING OF COSTS OF CUNNINGHAM, LUCRETIA, MCLAUGHLIN, PEARL AND STONE AVENUES RESURFACING for your files.

Sincerely,

*Roy H. Hubbard*  
Roy H. Hubbard  
Assistant City Clerk *lu*

By: Linda Crosby  
Deputy City Clerk

Enclosure

RECEIVED  
BOARD OF SUPERVISORS  
AUG 4 12 58 PM '72  
COUNTY OF  
SANTA CLARA

*2-25-72*

AGREEMENT AMONG THE COUNTY OF SANTA CLARA,  
CITY OF SAN JOSE AND CITY OF CAMPBELL FOR SHARING  
COSTS OF RESURFACING UNION AVENUE BETWEEN  
CAMPBELL AVENUE AND SOUTH BASCOM AVENUE

This is an agreement by and among County of Santa Clara, State of California (County), City of San Jose (San Jose), and City of Campbell (Campbell) to resurface North Union Avenue between South Bascom Avenue and Campbell Avenue.

IT IS AGREED between the parties as follows:

1. Preparation of Plans and Specifications. County shall prepare and submit to San Jose and Campbell for approval plans and specifications for the resurfacing of North Union Avenue between South Bascom Avenue and Campbell Avenue, which said resurfacing shall hereinafter be called the "project".

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

3. Basis of Cost Sharing. Fifty-three percent (53%) of the project lies within unincorporated area of County; seven percent (7%) of the project lies within the incorporated limits of San Jose; and forty percent (40%) of the project lies within the incorporated limits of Campbell. This breakdown of the percentage of the project which lies within each jurisdiction shall be the basis for the cost sharing which shares are more specifically set out hereinafter.

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 Two Thousand One Hundred Dollars (\$2,100), 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. Campbell's Share of Cost. Within thirty (30) days after approval by Campbell of the plans and specifications, Campbell shall pay to County the sum of Eleven Thousand Four Hundred Dollars (\$11,400), 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 Campbell.

6. 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 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.

7. 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, San Jose and Campbell insuring County, San Jose and Campbell 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, San Jose and Campbell and their respective officers and employees shall be primary insurance to the full limits of liability of the policy and that if County,

San Jose or Campbell or their respective officers and employees have other insurance against a loss covered by such policy that other insurance shall be excess insurance only.

8. Final Accounting. Upon completion of the project County shall submit to San Jose and Campbell 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 seven percent (7%) 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 seven percent (7%) of the total construction cost, County shall return the difference to San Jose within sixty (60) days.

In the event this final accounting shows that the sum advanced to County by Campbell is less than forty percent (40%) of the total construction cost, Campbell 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 Campbell is more than forty percent (40%) of the total construction cost, County shall return the difference to Campbell within sixty (60) days.

9. Records and Accounts. County shall keep, maintain and render available for inspection by San Jose or Campbell 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.

10. Termination. This agreement shall terminate on October 1, 1972, 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 and Campbell all sums advanced under Paragraphs 4 and 5 of this agreement.

11. Annexation. In the event any portion of the area within the limits of said improvements is annexed to San Jose or Campbell 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 August 2, 1972.

COUNTY OF SANTA CLARA

Alvin A. Zyman  
Chairman, Board of Supervisors

ATTEST: DONALD M. RAINS, Clerk  
Board of Supervisors

Donald M. Rains

APPROVED AS TO FORM:

Gerald Thompson  
Assist. County Counsel

DATED:

Campbell  
CITY OF ~~SAN JOSE~~, a Municipal Corporation

ATTEST:

Lois H. Bennett  
City Clerk, ~~San Jose~~ Campbell

William L. Podgorak  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

DATED: \_\_\_\_\_

San Jose  
CITY OF ~~CAMPBELL~~, a Municipal Corporation

ATTEST:

FRANCIS L. GREINER  
By Francis L. Greiner Deputy  
City Clerk, ~~Campbell~~ San Jose

Paul J. Hayes  
Vice Mayor

APPROVED AS TO FORM:

Paul J. Hayes  
Deputy City Attorney

DATED: 8-2-72

RESOLUTION NO. 3298

BEING A RESOLUTION AUTHORIZING EXECUTION  
OF AN AGREEMENT WITH THE COUNTY OF SANTA  
CLARA AND CITY OF SAN JOSE.

BE IT RESOLVED, by the City Council of the City of Campbell  
that the Mayor and Clerk be, and they are hereby authorized,  
empowered and directed for and on behalf of said City to enter  
into and execute with the County of Santa Clara and City of  
San Jose that certain Agreement which relates to the sharing  
of costs of resurfacing Union Avenue between Campbell Avenue  
and South Bascom Avenue.

PASSED AND ADOPTED this 24th day of April, 1972,  
by the following vote:

AYES: Councilmen: Chamberlin, Doetsch, Hammer,  
Paul, Podgorsek  
NOES: Councilmen: None  
ABSENT: Councilmen: None

APPROVED:

  
William R. Podgorsek Mayor

ATTEST:

  
Dorothy Trevethan City Clerk

RESOLUTION NO. 42361

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE EXECUTION OF AN AGREEMENT AMONG THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA AND CITY OF CAMPBELL FOR SHARING COSTS OF RESURFACING UNION AVENUE BETWEEN CAMPBELL AVENUE AND SOUTH BASCOM AVENUE, AND AUTHORIZING PAYMENT FOR THE COSTS AND EXPENSES INCURRED THEREIN FROM MONIES PROPERLY APPROPRIATED THEREFOR.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

The Mayor is hereby authorized to execute on behalf of the City of San Jose, an agreement among the City of San Jose, hereinafter referred to as "City," County of Santa Clara, hereinafter referred to as "County," and City of Campbell, hereinafter referred to as "Campbell," for sharing costs of resurfacing Union Avenue between Campbell Avenue and South Bascom Avenue, which agreement is entitled, " Agreement Among The County of Santa Clara, City of San Jose And City of Campbell For Sharing Costs of Resurfacing Union Avenue Between Campbell Avenue and South Bascom Avenue," a copy of which said agreement is on file in the office of the City Clerk and to which reference is hereby made for full particulars.

This agreement provides, among other things, that County shall prepare and submit to City and Campbell for approval plans and specifications for the resurfacing of North Union Avenue between South Bascom Avenue and Campbell Avenue, hereinafter called the "Project."

Upon approval of said plans and specifications by City and Campbell, City and Campbell shall pay to County their share of the construction costs of said Project; City's share being estimated to be \$2,100.00, or Seven percent (7%). Said cost sharing estimate is based upon the fact that 7% of the project lies within the incorporated limits of the City of San Jose.



Upon completion of said Project County shall submit to City a final accounting of the total construction costs for said Project and, in the event said final accounting shows that the sum advanced to County by City is less than 7% of the total construction cost, City shall pay County the difference, or should the final accounting show that the sum advanced to County by City is more than 7% of the total construction cost, County shall return the difference to City.

The Director of Public Works is hereby authorized and directed to carry out the City's obligations under said agreement and to pay for the final costs thereof from monies properly appropriated therefor.

ADOPTED this 31 day of July, 1972, by the following vote:

- AYES: Councilmen - Colla, Garza, Goglio, Hayes, Naylor and Mineta.
- NOES: Councilmen - None
- ABSENT: Councilmen - Hays

\_\_\_\_\_  
Norman Y. Mineta Mayor

ATTEST:

\_\_\_\_\_  
Francis L. Greiner City Clerk



County of Santa Clara  
California

Office of the Board of Supervisors  
524 County Administration Building  
70 West Hedding Street  
San Jose, California 95110  
299-2323 Area Code 408

Sig Sanchez, District 1  
Dominic L. Cortese, District 2  
Charles A. Quinn, District 3  
Ralph H. Mehrkens, District 4  
Victor Calvo, District 5

July 28, 1972

City Clerk  
City of San Jose  
801 N. First St.  
San Jose, Ca.

Subject: Agreement with City of San Jose and City of Campbell  
for Cost sharing agreement  
Resurfacing of Union Avenue between  
Campbell Avenue and South Bascom Avenue

Dear Sir:

Enclosed you will find an original and four copies  
of an agreement between the County of Santa Clara and  
the parties named above. The Board of Supervisors at  
its regularly scheduled meeting on July 25, 1972  
authorized its Chairman to execute this agreement on  
behalf of the County.

After execution of all copies, we would appreciate your  
returning the orig. and three to this office.

Very truly yours,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

By:   
Deputy Clerk

DMR: dc  
Encls.

cc: Public Works, Engineering

*Hand-carried  
by Warren Wolf PW  
To City of San Jose*



