

County of Santa Clara

California

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

April 28, 1970

Mrs. Susanne E. Steinmetz
City Clerk
City of Gilroy
7390 Rosanna Street
Gilroy, California 95020

Subject: Agreement with City of Gilroy

For Sharing of Costs of Resurfacing on Wren
Avenue, Ronan Avenue, Tatum Avenue, and
Kern Avenue

Dear Mrs. Steinmetz:

Enclosed you will find a fully executed copy of the
subject agreement between the County of Santa Clara
and the party named above. The Board of Supervisors
at its regularly scheduled meeting on April 28, 1970,
approved this agreement on behalf of the County.

The enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS
Mrs. Jean Pullan, Clerk

By _____
Deputy Clerk

JP:kb
Encl.

cc: Public Works, Co.Counsel, Finance

P.S. We call your attention to Section 6, Insurance, to be
provided the County of Santa Clara, as well as the
City of Gilroy, by any contractor awarded the contract
for any portion of the captioned project.

California

TRANSMITTAL MEMORANDUM

S.D. 1

Page of

DATE: April 17, 1970

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FOR: BOARD OF SUPERVISORS AGENDA OF April 28, 1970

FROM: MONTINI, ENGINEERING, PUBLIC WORKS

TITLE: COST SHARING AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF GILROY FOR RESURFACING OF WREN AVENUE, RONAN AVENUE, TATUM AVENUE AND KERN AVENUE

DESCRIPTION:

This agreement provides for the sharing of costs for the resurfacing of certain roads in the Gilroy area. The routes involved are Wren Ave. between Tatum Ave. and Ramona Way, Ronan Ave. between Wren Ave. and State Hwy. 101, Tatum Ave. between Kern Ave. and Wren Ave., and Kern Ave. between 1600 feet north of State Hwy. 152 and Vickery Ave.


County's share of this project is estimated to be \$24,000. 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 Gilroy.

LM:WW:vlh


attachments

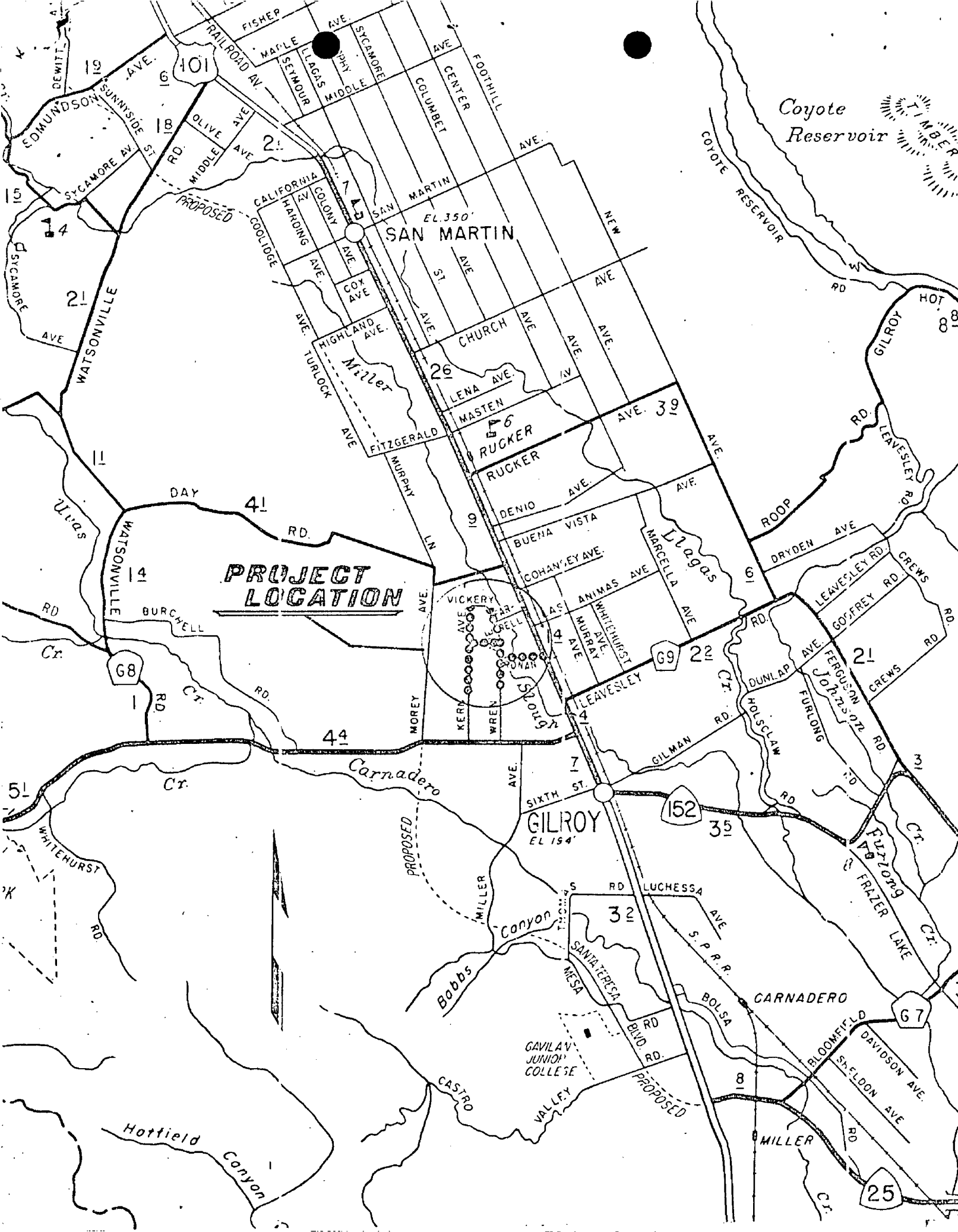
APPROVED: JAMES POTT 

HOWARD CAMPEN _____

AGENDA DATA: DATE: _____ BOARD ACTION: _____

ITEM NO: _____

APR 28 1970 

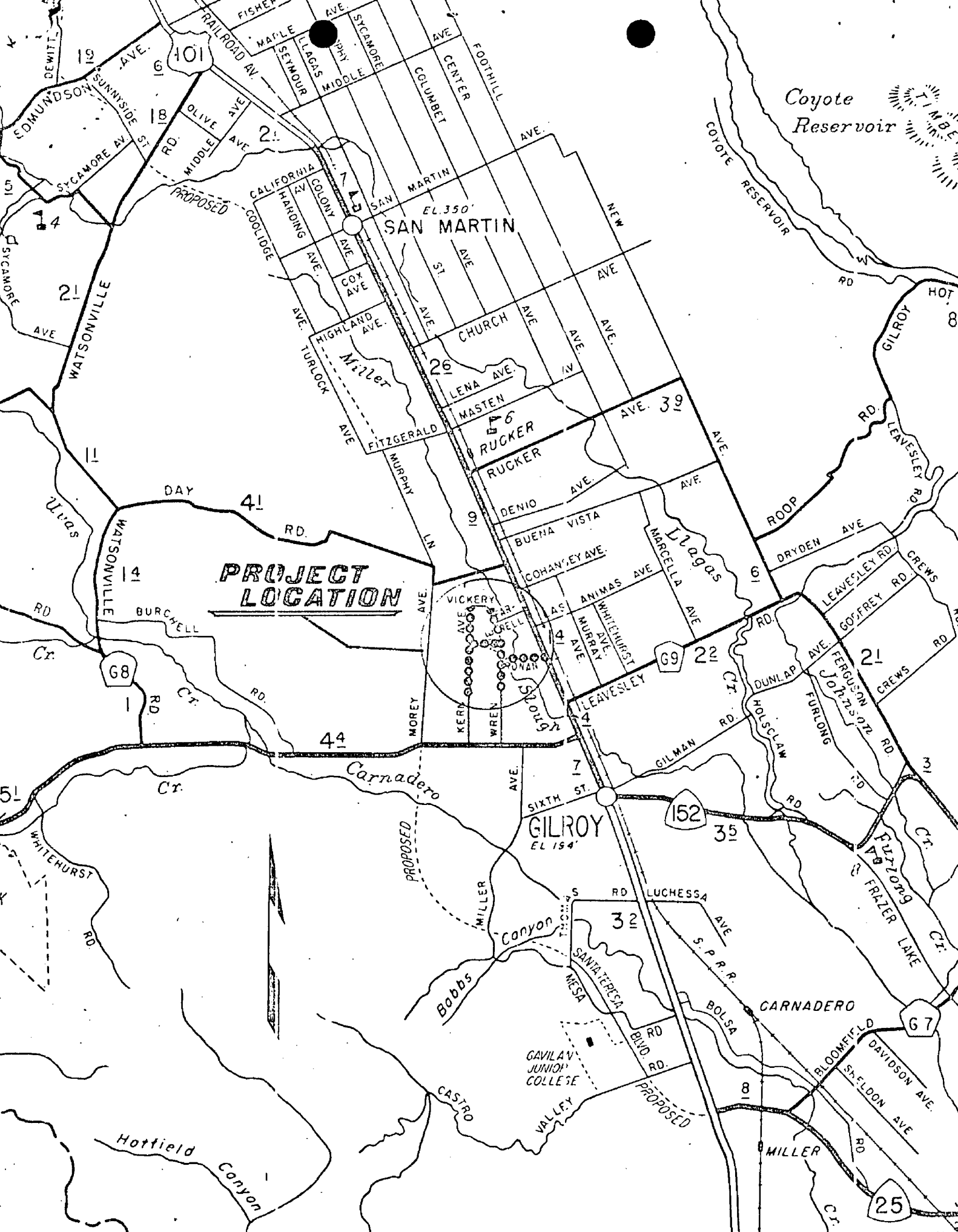


Coyote Reservoir

SAN MARTIN
EL. 350'

GILROY
EL. 154'

PROJECT LOCATION



Hotfield Cr.

Hotfield Cr.

Hotfield Cr.

Hotfield Cr.

Hotfield Cr.

Hotfield Cr.

Hotfield Cr.

Hotfield Cr.

Hotfield Cr.

Hotfield Cr.

AGREEMENT BETWEEN THE COUNTY OF
SANTA CLARA AND THE CITY OF GILROY
FOR SHARING COSTS OF RESURFACING
ON WREN AVENUE, RONAN AVENUE,
TATUM AVENUE AND KERN AVENUE

This is an agreement by and between COUNTY OF SANTA CLARA, State of California (County), and CITY OF GILROY, State of California (Gilroy) to resurface Wren Avenue between Tatum Avenue and Ramona Way, Ronan Avenue between Wren Avenue and State Highway 101, Tatum Avenue between Kern Avenue and Wren Avenue and Kern Avenue between 1600 feet north of State Highway 152 and Vickery Avenue.

IT IS AGREED between the parties as follows:

1. Preparation of Plans and Specifications. County shall prepare and submit to Gilroy for approval plans and specifications for the resurfacing of Wren Avenue between Tatum Avenue and Ramona Way, Ronan Avenue between Wren Avenue and State Highway 101, Tatum Avenue between Kern Avenue and Wren Avenue and Kern Avenue between 1600 feet north of State Highway 152 and Vickery Avenue.

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

3. Basis of Cost Sharing. Sixty Eight percent (68%) of the project lies within unincorporated area of County, and thirty-seven percent (37%) of the project lies within the incorporated limits of Gilroy. This breakdown of the percentage of the project which lies within each jurisdiction shall be the basis for the cost sharing.

4. Gilroy's Share of Cost. Within thirty (30) days after approval by Gilroy of the plans and specifications, Gilroy shall pay to County the sum of Twelve Thousand Dollars (\$12,000.00), 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 Gilroy.

1-Gilroy
2-Flake
1-Finance
1-Co Counsel

APR 28 1970

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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 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 Gilroy insuring County and Gilroy 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 Gilroy and their respective officers and employees shall be primary insurance to the full limits of liability of the policy and that if County, or Gilroy 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 Gilroy a final accounting of the total construction cost. In the event this final accounting shows that the sum advanced to County by Gilroy is less than thirty-seven percent (37%) of the total construction cost, Gilroy 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 Gilroy is more than thirty-seven percent (37%) of the total construction cost, County shall return

the difference to Gilroy within sixty (60) days.

8. Records and Accounts. County shall keep, maintain and render available for inspection by Gilroy 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 July 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 Gilroy 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 Gilroy 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 APR 28 1970.

COUNTY OF SANTA CLARA

Antonio Palms
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Jean Pullan
APPROVED AS TO FORM:
James Rohrer
Deputy County Counsel

CITY OF GILROY, a Municipal Corporation

Norman B. Goodrich
Mayor

ATTEST:

Suzanne E. Steinitz
City Clerk, Gilroy
APPROVED AS TO FORM:
Bruce W. Jacob