

FPP:DCA:1b-6c
8/13/68

AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA FOR SHAR-
ING THE COSTS OF RESURFACING SOUTH BAS-
COM AVENUE BETWEEN CAMINO DEL SOL AND
UNION AVENUE.

THIS AGREEMENT, made and entered into this 29 day
of August, 1968, by and between the CITY OF SAN
JOSE, a municipal corporation of the State of California, hereinafter
called City, 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, County and City wish to resurface South Bascom
Avenue between Camino Del Sol and Union Avenue, hereinafter called
the Project; and

WHEREAS, the materials used for the Project will be placed
approximately 55 per cent within the unincorporated territory of
County, and approximately 45 per cent within the limits of City, and
County and City wish to provide for the payment of their respective
shares of the costs of the Project;

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

1. County shall proceed with diligence to prepare plans
and specifications for the Project and submit copies of said plans
and specifications to City for approval thereof.
2. Upon the approval of the said plans and specifications
by City, County shall advertise for bids for the construction of the
Project, award a contract therefor, and supervise the construction
thereof to completion. County agrees to require any contractor engaged
to perform the Project to take out and maintain in full force and ef-
fect, during the construction of the Project and until acceptance

Orig - City of San Jose
1 - Finance
1 - Co. Counsel
4 - Pub. Works

thereof by County, public liability and property damage insurance in form and limits of liability acceptable to City, insuring City, its officers and employees, from and against any loss, cost or expense arising out of or in any way resulting from or connected with the construction of the Project.

3. Within thirty (30) days after approval by City of the plans and specifications for the Project, City shall pay to County the amount of \$19,700.00, which is the amount presently estimated by County to be the construction cost of the Project within the incorporated limits of City.

4. (a) As used in this agreement, the term "construction cost" of the Project shall mean the sum total of all the costs incurred and expenditures made by County in connection with the 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 awarded by County for the construction of the 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 the work required under the construction contract for the Project, County shall pay to contractor the contract cost for the Project and any cost of extra work for the Project authorized by County, and shall thereafter prepare and furnish to City a complete final accounting of said costs.

(c) In the event said accounting shows that 45 per cent of the final construction cost of the Project is less than the sum advanced by City to County under Paragraph 3 hereof, County shall refund to City the difference between the sum advanced and 45% of the final construction cost of the Project. In the event said accounting shows that 45% of the final construction cost of the Project is more than the sum advanced by City to County under Paragraph 3 hereof, City shall pay

to County the difference between the sum advanced and 45% of the final construction cost of the Project within thirty (30) days after approval of said accounting.

5. It is understood that the City's contribution towards the construction cost of the Project is for that portion of the Project that lies within the limits of City.

6. This agreement shall terminate on November 1, 1968, as to the above described Project if the County has not awarded a contract prior to said date. County shall refund to City the sum advanced under Paragraph 3 hereof in the event a contract for said Project has not been awarded prior to November 1, 1968.

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

APPROVED AS TO FORM:

Donald C. Atkinson
Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation,

By [Signature]
Mayor

ATTEST: FRANCIS L. GREINER

By [Signature] Deputy
City Clerk

And [Signature]
City Manager

"City"

COUNTY OF SANTA CLARA

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Jean Pullan

By [Signature]
Chairman, Board of Supervisors

SEP 23 1968

"County"

APPROVED AS TO FORM:

John R. Kennedy
County Counsel

Date: _____

RESOLUTION NO. 33933

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF SANTA CLARA FOR SHARING THE COSTS OF RESURFACING SOUTH BASCOM AVENUE BETWEEN CAMINO DEL SOL AND UNION AVENUE, AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXPEND FOR SAID PURPOSE MONEYS PROPERLY APPROPRIATED THEREFOR FROM THE 1943 GAS TAX MAINTENANCE AND CONSTRUCTION FUND.

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

SECTION 1. The Mayor and City Manager are hereby authorized and directed to execute, on behalf of the City of San Jose, that certain agreement between the City of San Jose, a municipal corporation of the State of California (hereinafter called City), and the County of Santa Clara, a political subdivision of the State of California (hereinafter called County), namely, "Agreement Between the City of San Jose and the County of Santa Clara for Sharing the Costs of Resurfacing South Bascom Avenue Between Camino Del Sol and Union Avenue.", form dated 8/13/68, a copy of which said agreement is on file in the office of the City Clerk and to which reference is hereby made for all of its terms and provisions.

Said agreement provides in part that City will contribute to County 45% of the construction cost of the resurfacing of South Bascom Avenue between Camino Del Sol and Union Avenue, presently estimated to be the sum of \$19,700.00, after approval of the plans and specifications for the resurfacing of Bascom Avenue between Camino Del Sol and Union Avenue by City.

SECTION 2. The Director of Public Works is authorized to carry out the terms and provisions of said agreement on behalf of City and to expend such sums of money as are necessary to carry out City's obligations under said agreement from moneys properly appropriated therefor from the 1943 Gas Tax Maintenance and Construction Fund.

ADOPTED this 19th day of August, 1968, by the following vote:

AYES: Councilmen - Colla, Mineta, Shaffer, Solari and Miller

NOES: Councilmen - None

ABSENT: Councilmen - James

ATTEST:



Vice-Mayor
Robert G. Miller

City Clerk
Francis L. Greiner

The foregoing instrument is a correct copy of the original on file in this office.

Attest: *September 3, 1968*

FRANCIS L. GREINER

City Clerk of the City of San Jose,
County of Santa Clara, State of California.

By: *Judith C. Smith* Deputy

September 23, 1968

City Clerk
City of San Jose
801 North First St., Room 408
San Jose, California 95110
Attention: Mrs. J. Smith
Deputy City Clerk

Subject: Agreement with the City of San Jose
For Sharing the Costs of Resurfacing South Bascom
Avenue between Camino Del Sol and Union Avenue

Dear Mrs. Smith:

Enclosed you will find a fully executed copy of the subject agreement between the County of Santa Clara and the party(ies) named above. The Board of Supervisors at its regularly scheduled meeting on

September 23, 1968, approved this agreement on behalf of the County.

The enclosed copy is for your records.

Very truly yours,

JEAN PULLAN, Clerk of the
Board of Supervisors

By: _____
Deputy Clerk

JP: kb
Encl.

No. 3

WHITE — Controller
CANARY — County Executive
PINK — Central Service or
GOLD. ROD — County Engineer
GREEN — File

No. _____

JOB No. _____

Change Order No. _____

45

BOARD OF SUPERVISORS
SANTA CLARA COUNTY

DATE September 23, 1968

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

September 23, 1968

Project to be charged Cost Sharing Agreement with San Jose for Resurfacing South Bascom Avenue btw Camino Del Sol and Union Avenue

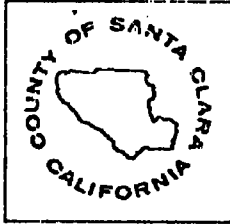
For the amount of \$ As per Agreement

Contractor County of Santa Clara to advertise for bids

Completion Date _____

Budget Item _____ (for Controller's use)

JEAN PULLAN
Clerk of the Board



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: September 13, 1968

FOR: BOARD OF SUPERVISORS AGENDA OF September 23, 19 68

FROM: STEFFANI, DESIGN, PUBLIC WORKS

TITLE: COOPERATIVE AGREEMENT WITH CITY OF SAN JOSE PROVIDING FOR SHARING OF COSTS OF RESURFACING OF SOUTH BASCOM AVENUE.

DESCRIPTION:

The agreement provides for sharing of costs of resurfacing South Bascom Avenue between Camino Del Sol and Union Avenue. County funds were approved in the 1968-69 resurfacing budget.

Approval is recommended.

ECS:WW:vlh

attachments

mm/ECS

APPROVED:

James T. Pott
JAMES T. POTT, COUNTY ENGINEER

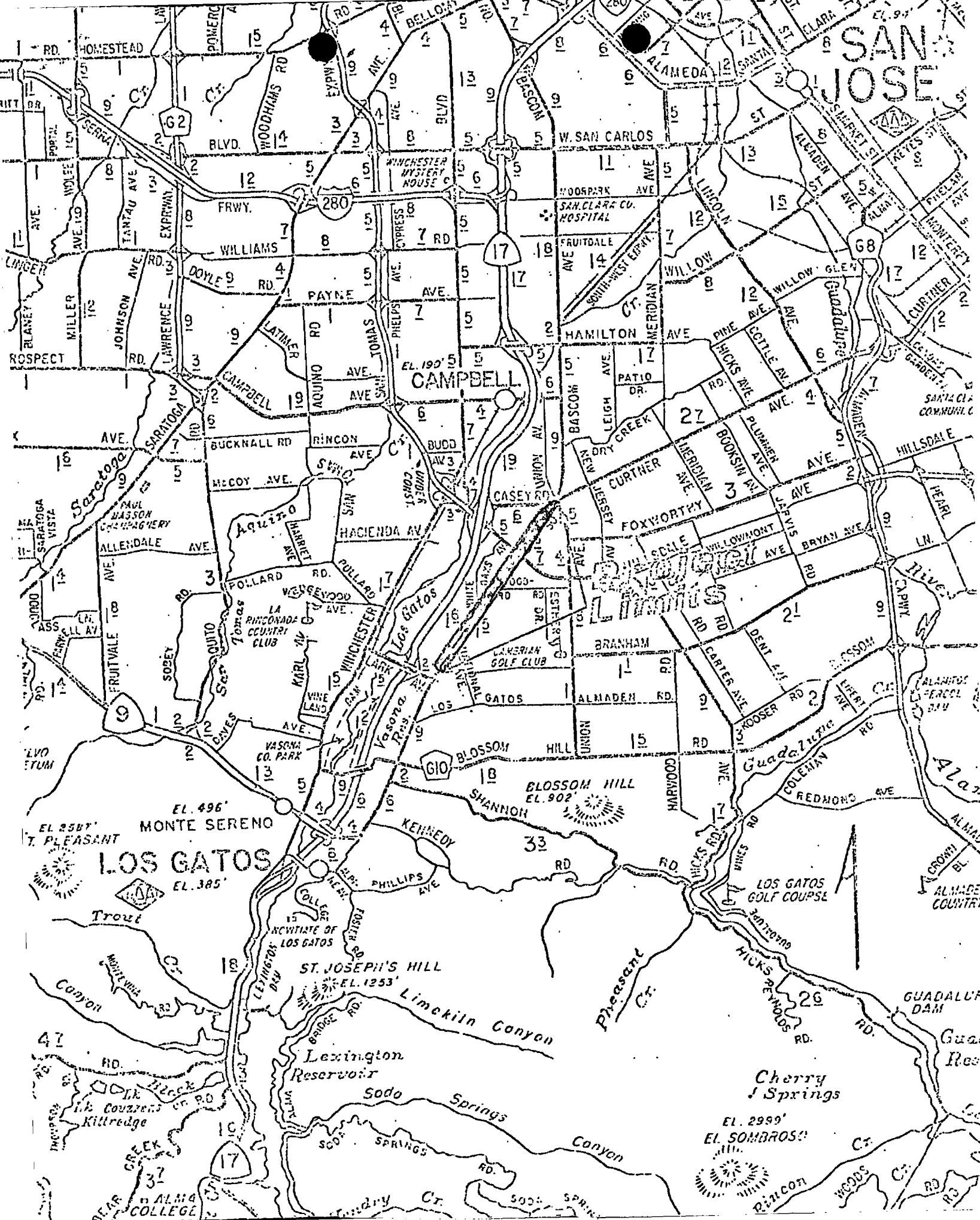
AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

SAN JOSE





CITY CLERK

CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

September 3, 1968

County of Santa Clara
Board of Supervisors
70 W. Hedding Street
San Jose, California 95110

Attention: Jean Pullan, Clerk

AGREEMENT FOR SHARING THE COSTS OF RESURFACING SOUTH BASCOM AVENUE
BETWEEN CAMINO DEL SOL AND UNION AVENUE

Enclosed, for execution, is the original and two copies of the above captioned agreement with a certified copy of the pertaining resolution, attached.

After completion, please return the original to the attention of:
Mrs. J. Smith, City Clerk's Office, Room 408, 801 N. 1st Street, San Jose,
California 95110.

The two copies are for your files.

Sincerely,

ROY H. HUBBARD
ASSISTANT CITY CLERK

By: Mrs. J. Smith
Deputy City Clerk

Enc. 3

RECEIVED
BOARD OF SUPERVISORS

SEP 4 11 22 AM '68

COUNTY OF
SANTA CLARA