

AGREEMENT AMONG THE CITY OF SAN JOSE,  
THE COUNTY OF SANTA CLARA AND THE CITY  
OF CUPERTINO FOR THE RESURFACING OF A  
PORTION OF BLANEY AVENUE

THIS AGREEMENT, made and entered into this NOV 26 1974 day  
of \_\_\_\_\_, 1974 by and among the CITY OF SAN JOSE, a  
municipal corporation of the State of California, hereinafter  
referred to as "San Jose", the COUNTY OF SANTA CLARA, a political  
subdivision of the State of California, hereinafter referred to as  
"County" and the CITY OF CUPERTINO, a municipal corporation of the  
State of California, hereinafter referred to as "City";

W I T N E S S E T H:

WHEREAS, the public interest requires that a portion of Blaney  
Avenue between Bollinger Road and Pacifica Drive be resurfaced, all  
said surfacing shall be hereafter referred to as "project"; and

WHEREAS, approximately thirty-nine percent (39%) of the roadway  
to be resurfaced lies within the limits of San Jose, approximately  
nineteen percent (19%) within the limits of the County and approx-  
imately forty-two percent (42%) within the limits of the City; and

WHEREAS, it is in the best interest of orderly and economic  
construction practices to complete the project through joint action  
of San Jose, County and the City under a single construction contract,  
awarded and administered by the City.

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

1. Scope of Project

The scope of this project entails the resurfacing of a portion  
of Blaney Avenue between Bollinger Road and Pacifica Drive. The  
total construction cost as defined hereafter is estimated to be  
Twenty-eight Thousand Six Hundred Dollars (\$28,600.00). It is the  
responsibility of any party of this agreement, when anticipating a  
change of the project scope or a change of the total construction  
cost exceeding the amount above described, to immediately notify the  
other parties to this agreement. It is only through mutual consent

signed cpy. to: City of San Jose, City of Cupertino; cpy. to: Counsel, Finance(w/Form 3128), Transportation Develop.

by a revised agreement executed by all parties that the change will then be valid.

2. Preparation of Plans, Specifications and Estimates

City shall prepare and submit to San Jose and County for approval plans, specifications and estimates for the construction of the project. Upon approval by San Jose and County, City shall advertise the project for bid and may award a contract to be supervised to completion by City.

3. Award of a Construction Contract

In the event that the submitted lowest responsible bid exceeds the Engineer's estimate by ten percent (10%) or more, such bid shall be submitted to San Jose and County for review and approval prior to the award of a contract.

4. Estimated Costs

As used in this agreement, the term "construction cost" shall mean the total of all costs incurred and expenditures made by City in connection with constructing said project, including engineering costs and expenses, costs and expenses of preparing plans and specifications, publication, advertising and printing, cost of the construction contract, and cost of extra work and materials in connection with such work authorized by County and San Jose, including the costs and expenses for construction inspection.

San Jose's estimated share of cost shall be thirty-nine percent (39%) of the construction cost and is estimated to be Eleven Thousand Dollars (\$11,000.00). The County's estimated share of cost shall be nineteen percent (19%) of the construction cost and is estimated to be Fifty-five Hundred Dollars (\$5,500.00). The City's estimated share of cost shall be the remaining forty-two percent (42%) and is estimated to be Twelve Thousand One-Hundred Dollars (\$12,100.00). San Jose agrees to pay City a sum of Ten Thousand Dollars (\$10,000.00) as deposit. County agrees to pay City a sum of Five Thousand Dollars (\$5,000.00) as deposit. Such deposits shall be paid to City no later than 21 days after City advertises the project for bid.

5. Insurance

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

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

6. Final Cost to San Jose and County

Upon completion of said project City shall submit to San Jose and County a final accounting of the "construction cost".

In the event this final accounting shows that the amount deposited by San Jose and County under paragraph 4 hereof is less than their respective proportional share, San Jose shall pay City the difference between San Jose's deposit and thirty-nine percent (39%) of the actual construction cost, and County shall pay City the difference between County's deposit and nineteen percent (19%) of the actual construction cost.

However, in the event this final accounting shows that the amount deposited by San Jose and County under paragraph 4 hereof is more than their respective proportional share, City shall refund to San Jose the difference between San Jose's deposit and thirty-nine percent (39%) of the actual construction cost, and City shall refund to County the difference between County's deposit and nineteen percent (19%) of the actual construction cost.

7. Records and Accounts

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

8. Annexation

In the event any portion of the area within the limits of said project is annexed to the City or San Jose before date of advertising of said project by City, San Jose's or City's share of the "construction costs" shall be increased in proportion to the amount of territory annexed.

9. Termination

This agreement shall terminate on June 1, 1975 if City has not awarded a contract for construction of the above described project prior to that date. In the event of such termination City shall refund to San Jose and County all sums advanced under paragraph 4 of this agreement.

10. Public Hearings and Environmental Statements

City shall conduct all public hearings and shall prepare all environmental statements that may be required for said project by existing legislation.

11. Administering Agency

In the exercise of this joint powers agreement, City shall be the administering agency and as such shall possess all powers common to both San Jose and County which may be necessary to effectuate the purpose of this agreement, subject only to the manner of exercise.

of such powers provided herein and the restrictions imposed by law upon City in the exercise of such powers.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

CITY OF SAN JOSE, a municipal corporation of the State of California

By *James Hays*  
Mayor  
"San Jose"

ATTEST:

*Francis J. Greiner*  
*Linda Kawasaki* Deputy  
City Clerk

APPROVED AS TO FORM:

*Nancy L. Parent*  
Deputy City Attorney  
San Jose

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

By *Liz Sanchez*  
Chairman, Board of Supervisors  
"County"

ATTEST: DONALD M. RAINS, Clerk of the Board of Supervisors

*Donald M. Rains*

APPROVED AS TO FORM:

*Gerald Thompson*  
Assistant/Deputy County Counsel

CITY OF CUPERTINO, a municipal corporation of the State of California

By *Paul Sparks*  
Mayor  
"City"

ATTEST:

*Bob [Signature]*  
City Clerk

APPROVED AS TO FORM:

*Charles J. Wilson*  
Deputy City Attorney  
Cupertino

RESOLUTION NO. 3793

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO  
AUTHORIZING EXECUTION OF AGREEMENT AMONG THE CITY OF SAN JOSE  
THE COUNTY OF SANTA CLARA, AND THE CITY OF CUPERTINO FOR THE  
RESURFACING OF A PORTION OF BLANEY AVENUE

WHEREAS, the public interest requires that a portion of Blaney Avenue between Bollinger Road and Pacifica Drive be resurfaced; and

WHEREAS, the portion of Blaney Avenue that requires resurfacing lies within the jurisdiction of the City of San Jose, the County of Santa Clara, and the City of Cupertino; and

WHEREAS, it is in the best interest of orderly and economic construction practices to complete the project through joint action of San Jose, County of Santa Clara, and the City of Cupertino under a single construction contract; and

WHEREAS, an agreement has been presented to the City Council for the accomplishment for said project and the terms and conditions of said agreement have been approved by the Director of Public Works and the City Attorney;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Clerk are hereby authorized to execute the agreement herein referred to in behalf of the City of Cupertino.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 16th day of December, 1974, by the following vote:

Vote Members of the City Council

AYES: Frolich, Jackson, Meyers, Nellis, Sparks

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

ATTEST:

/s/ Reed Sparks  
Mayor, City of Cupertino

/s/ Wm. E. Ryder  
City Clerk

THIS IS TO CERTIFY THAT THE WITHIN  
INSTRUMENT IS A TRUE AND CORRECT COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE.

ATTEST Jan. 7, 1925  
CITY CLERK OF THE CITY OF CUPERTINO

BY Ellen Pagnini  
CITY CLERK

Deputy



## City of Cupertino

10300 Torre Avenue  
Cupertino, California 95014  
Telephone (408) 252-4505

DEPARTMENT OF ADMINISTRATIVE SERVICES

January 7, 1975 .

Office of the Board of Supervisors  
524 County Administration Building  
70 West Hedding Street  
San Jose, California 95110

Attn: Donald M. Rains, Clerk

AGREEMENT AMONG THE CITIES OF SAN JOSE AND CUPERTINO AND THE COUNTY OF  
SANTA CLARA FOR RESURFACING OF A PORTION OF BLANEY AVENUE

We are enclosing two (2) executed copies of the Agreement Among the City  
of San Jose, the County and the City of Cupertino for Resurfacing of Blaney  
Avenue.

A handwritten signature in cursive script, reading "Ellen Pagnini".

ELLEN PAGNINI  
DEPUTY CITY CLERK

rw  
encls.



*Pend Segn  
Narciso Cities*

December 2, 1974.

William E. Ryder  
City Clerk  
City of Cupertino  
10300 Torre Avenue  
Cupertino, California

**Subject:** Agreement among the Cities of San Jose and Cupertino  
and the County of Santa Clara for resurfacing of a  
portion of Blaney Avenue.

Dear Mr. Ryder:

The Board of Supervisors at its regularly scheduled meeting of November 26, 1974 approved the subject agreement on behalf of the County. As you will see, the City of San Jose and the County have executed this agreement. We are enclosing three counterparts of this document for execution by Cupertino.

We ask that the two copies which are so marked, be returned to this office for our files and transmittal to the City of San Jose. The third copy is for your records.

Thank you for your cooperation.

Very truly yours,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

By: Deputy Clerk

DMR/dgh  
Enclosures

cc: Montini,  
Transportation Development

No. \_\_\_\_\_

JOB No. \_\_\_\_\_

Change Order No. \_\_\_\_\_

**BOARD OF SUPERVISORS  
SANTA CLARA COUNTY**

DATE December 2, 1974

**COST SHARING AGREEMENT**

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

November 26, 1974

Project to be charged RESURFACING OF A PORTION OF BLANEY AVENUE

For the amount of \$ SEE AGREEMENT

Contractor CITIES OF SAN JOSE AND CUPERTINO

Completion Date SEE AGREEMENT

Budget Item \_\_\_\_\_ (for Controller's use)

\_\_\_\_\_  
**DONALD M. RYANS**  
**Clerk of the Board**

dgh

WHITE --- CONTROLLER  
CANARY -- FILE  
PINK / / PUBLIC WORKS  
// 801.2 / 801.2 / 801.2 /

California

TRANSMITTAL MEMORANDUM

S.D. 5

Page 1 of 1

DATE: November 12, 1974

FOR: BOARD OF SUPERVISORS AGENDA OF November 26, 1974

FROM: MONTINI, TRANSPORTATION DEVELOPMENT

TITLE: COST SHARING AGREEMENT AMONG THE CITY OF SAN JOSE, THE COUNTY OF SANTA CLARA AND THE CITY OF CUPERTINO FOR THE RESURFACING OF A PORTION OF BLANEY AVENUE

DESCRIPTION:

This agreement provides for the County to contribute nineteen percent (19%) of the total project cost or an estimated amount of \$5,500 to the City of Cupertino which is the project administering agency. Resurfacing this portion of Blaney Avenue between Bollinger Road and Pacific Drive is a part of the 1974-75 Cooperative Resurfacing Program. Funds are available in the 1974-75 Road Budget.

Approval is recommended.

One fully executed copy should be sent to each of the following agencies:

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

and

City Clerk  
City of Cupertino  
10300 Torre Avenue  
Cupertino, California 95014

LM:AKC:vlt

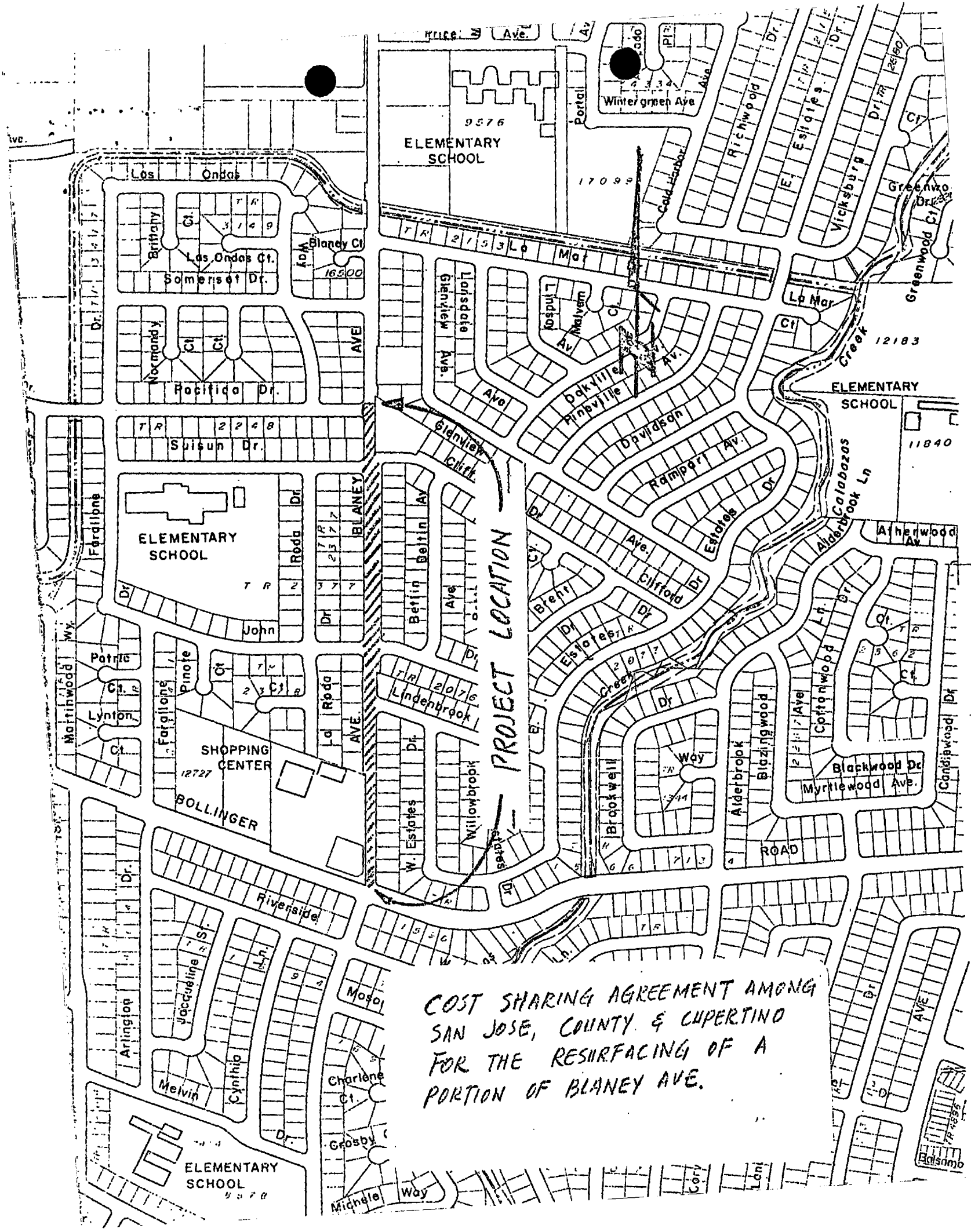
attachments

APPROVED: JAMES POTT *[Signature]*

HOWARD CAMPEN

AGENDA DATA: DATE: \_\_\_\_\_  
ITEM NO: \_\_\_\_\_

BOARD ACTION: NOV 26 1974 *B*



COST SHARING AGREEMENT AMONG  
SAN JOSE, COUNTY & CUPERTINO  
FOR THE RESURFACING OF A  
PORTION OF BLANEY AVE.