

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR THE EXTENSION OF CAMDEN AVENUE IN THE VICINITY OF TRACTS NO. 3785 AND NO. 3786 TO GREYSTONE LANE, FOR THE ACQUISITION OF CERTAIN REAL PROPERTY NECESSARY THEREFOR AND FOR THE SHARING OF CERTAIN COSTS THEREOF.

AGREEMENT, made and entered into this 14 day of Feb., 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, it is in the public interest that Camden Avenue be extended from its present termination point contiguous to Tracts No. 3785 and No. 3786 to Greystone Lane, such extension to include the construction of a box culvert on Camden Avenue within Greystone Creek, all of which said extension shall be hereinafter referred to as the "Project"; and

WHEREAS, the Project is partly in the City of San Jose and partly in the unincorporated area of the County, and the City and County desire to share the costs of said Project; and

WHEREAS, it is necessary to acquire certain real property for the said Project;

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

1. Contract Documents, Plans and Specifications. The parties hereto agree that the Project shall be accomplished in accordance with those certain contract documents, plans and specifications entitled, "Contract Documents Plans and Specifications for the Construction of a

4 - Public Works  
1 - Finance

1/31/68

Box Culvert Greystone Creek at Camden Avenue", approved by City by Resolution No. 32589.

2. Acquisition of Real Property. County agrees to acquire, at its own cost and expense, as soon as is reasonably possible, the real property required for the Project lying in the unincorporated area of the County, which said real property is shown bordered in blue on the plat attached hereto, marked Exhibit "A", made a part hereof and incorporated herein by reference as though set forth at length herein. City agrees to acquire as soon as is reasonably possible, at its own cost and expense, the real property required for said Project lying in the City of San Jose, which real property is shown bordered in red on the said plat attached hereto and marked Exhibit "A".

3. Award of Contract. After the real property required for said Project has been acquired, City shall advertise for bids for construction of said Project in accordance with said contract documents, plans and specifications, award a contract therefor and supervise the construction thereof to completion.

For the purposes of Paragraphs 2 and 3 hereof, real property shall be deemed to be acquired when a deed conveying such real property to County or City, as the case may be, has been recorded or when County or City, as the case may be, is legally entitled to enter upon such real property pursuant to an order of immediate possession.

4. Insurance. City 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 said Project is accepted by City public liability and property damage insurance in forms and limits of liability satisfactory and acceptable to both City and County, insuring the City and County 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. Limits of liability shall be in the following minimum amounts: bodily injury (including death), \$100,000.00

1/31/68

per person, \$300,000.00 per occurrence; property damage, \$50,000.00 each occurrence, with \$200,000.00 aggregate limits.

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

5. Sharing of Costs. County agrees to pay for the cost of the construction, pursuant to the said contract documents, plans and specifications, of all improvements for the Project to be constructed within the real property located in the unincorporated area of the County of Santa Clara the sum of One Thousand Five Hundred Dollars (\$1,500.00).

6. Construction Costs. As used in this agreement, "construction costs" shall mean the total of all City's costs and expenses of engineering, preparing plans, specifications and contract documents, publication, advertising and printing, inspection and supervision relating to the Project, and the final cost of the construction contract or contracts awarded by City (including the cost of any extra work or materials provided for and authorized in accordance with the provisions of the contract documents).

7. Prepayment. After the bids for the construction of said Project have been opened and before the award of the contract for the construction of said Project, County shall pay to City the sum of One Thousand Five Hundred Dollars (\$1,500.00).

WITNESS THE EXECUTION HEREOF the day and year first

1/31/68

hereinabove set forth.

APPROVED AS TO FORM:

*[Signature]*  
Deputy City Attorney

ATTEST:

FRANCIS L. BEHNER  
*[Signature]*  
City Clerk

CITY OF SAN JOSE, a municipal corporation

By *[Signature]*  
Mayor

A. P. HAMANN  
And *[Signature]* Deputy  
City Manager

"City"

COUNTY OF SANTA CLARA

By *[Signature]*  
Chairman, Board of Supervisors

APR 8 1968

ATTEST:

*[Signature]*  
Clerk of the Board of Supervisors

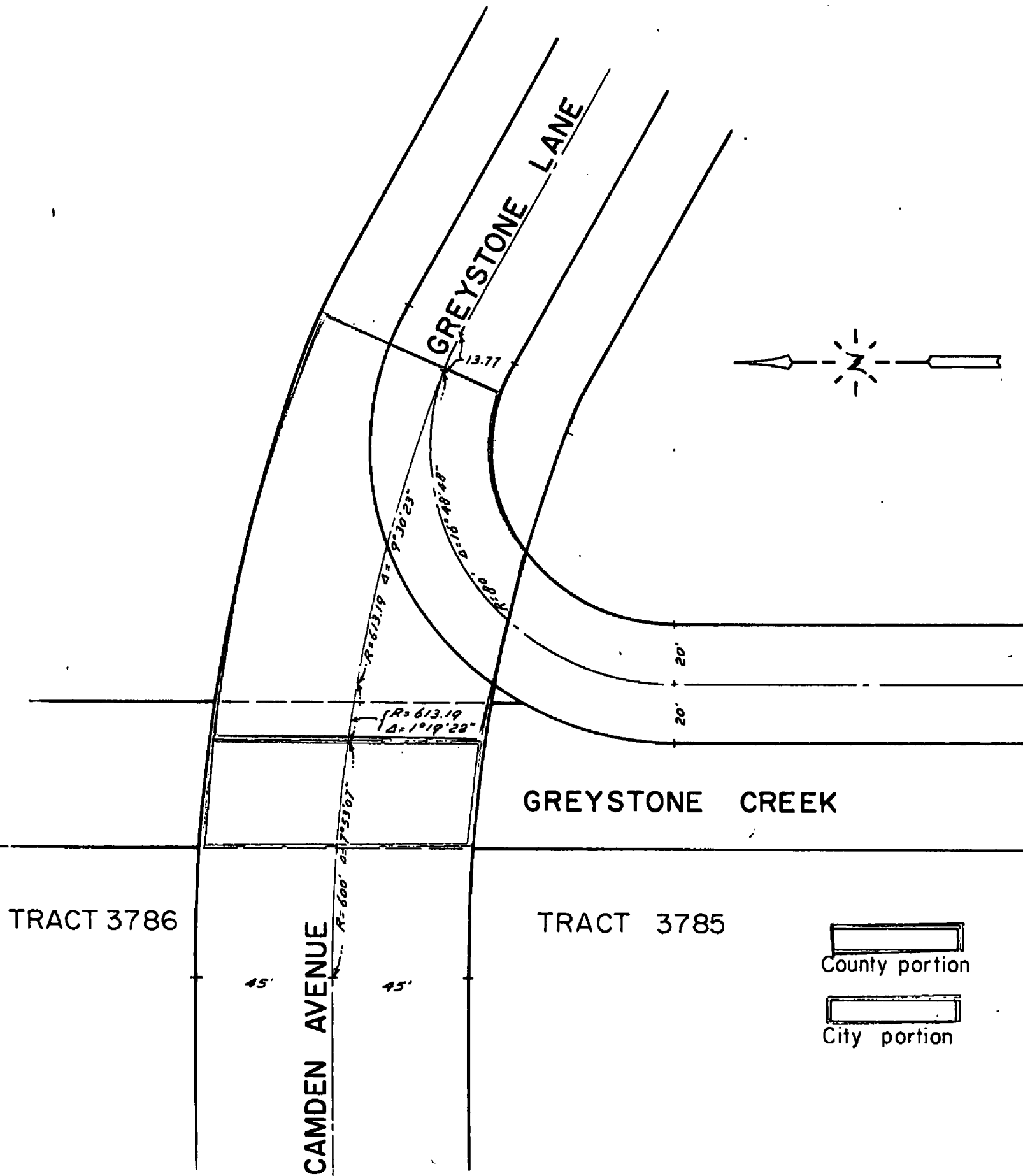
Donald M. Rains  
Assistant Clerk  
Board of Supervisors

"County"

APPROVED AS TO FORM:

County Counsel

# EXHIBIT "A"



RESOLUTION NO. 32620

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 THE EXTENSION OF CAMDEN AVENUE IN THE VICINITY OF TRACTS NO. 3785 AND NO. 3786 TO GREYSTONE LANE, FOR THE ACQUISITION OF CERTAIN REAL PROPERTY NECESSARY THEREFOR AND FOR THE SHARING OF CERTAIN COSTS THEREOF; AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXPEND, PURSUANT TO SAID AGREEMENT, MONEYS PROPERLY APPROPRIATED THEREFOR FROM THE 1964 GAS TAX 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 the Extension of Camden Avenue in the Vicinity of Tracts No. 3785 and No. 3786 to Greystone Lane, for the Acquisition of Certain Real Property Necessary Therefor and for the Sharing of Certain Costs Thereof", form dated 1/31/68, a copy of which said agreement is on file in the office of the City Clerk and to which reference is hereby made for full particulars respecting its terms and provisions.

Said agreement provides that the extension of Camden Avenue from its present termination point contiguous to Tracts No. 3785 and No. 3786 to Greystone Lane, such extension including the construction of a box culvert on Camden Avenue within Greystone Creek (all of which said extension shall be hereinafter referred to as the "Project") be accomplished in accordance with those certain contract documents, plans and specifications as set forth in Paragraph 1 of said agreement; that County agrees to acquire, at its own cost and expense, the real property

required for the Project lying in the unincorporated area of the County and shown bordered in blue on the plat attached to said agreement and marked Exhibit "A"; that City agrees to acquire, at its own cost and expense, the real property required for said Project lying in the City of San Jose and shown bordered in red on said Exhibit "A" attached to said agreement; that after the real property required for said Project has been acquired, City shall advertise for bids for construction of said Project, award a contract therefor and supervise the construction thereof to completion, as provided for in Paragraph 3 of said agreement; that City shall require any contractor awarded a contract for any portion of the Project to secure and maintain in full force and effect public liability and property damage insurance as provided for in Paragraph 4 of said agreement.

Said agreement further provides that County agrees to pay for the cost of construction as provided for in Paragraph 5 of said agreement the sum of \$1,500.00, and that after the bids for the construction of said Project have been opened and before award of the contract for the construction of said Project, County shall pay to City the sum of \$1,500.00.

SECTION 2. The Director of Public Works is hereby authorized to carry out the terms and provisions of said agreement on behalf of the City of San Jose and to expend such sums of money as are necessary to discharge City's obligations under said agreement from moneys properly appropriated therefor from the 1964 Gas Tax Construction Fund.

ADOPTED this 5th day of February, 1968,  
by the following vote:

AYES: Councilmen - Colla, Miller, Mineta, Shaffer, Solari and James.  
NOES: Councilmen - None.  
ABSENT: Councilmen - Welch.

ATTEST: Francis L. Greiner Ronald R. James,  
Francis L. Greiner  
City Clerk

[Signature]  
Mayor

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

Attest: March 12, 1968

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

Judith C. Smith Deputy

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

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

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

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

BOARD OF SUPERVISORS  
SANTA CLARA COUNTY

65

DATE April 8, 1968

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

April 8, 1968

Project to be charged City of San Jose Agreement - Extension of  
Camden Ave to Greystone Lane, & Sharing of Costs

For the amount of \$ 500 Agreement.

Contractor \_\_\_\_\_

Completion Date \_\_\_\_\_

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

\_\_\_\_\_  
JEAN PULLAN  
Clerk of the Board



#5

April 9, 1968

Mr. Francis L. Greiner, Clerk  
City of San Jose  
First and Mission Streets  
San Jose, California

Attention: Mrs. J. Smith  
Room 408

Subject: Agreement with City of San Jose  
For Extension of Camden Avenue  
Vicinity of Tracts 3785 and 3786  
to Greystone Lane, & Sharing of Costs  
(Acquisition of Certain Real Property)

Dear Mr. Greiner:

Enclosed you will find a fully executed copy of  
subject agreement between the County of Santa Clara  
and the party (ies) named above. The Board of  
Supervisors at its regularly scheduled meeting on  
April 8, 1968 approved this agree-  
ment 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: jc  
Encl.



CITY CLERK

CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

March 12, 1968

County of Santa Clara  
70 W. Hedding  
San Jose, California

Attention: Jean Pullan  
Clerk of the Board of Supervisors

AGREEMENT FOR THE EXTENSION OF CAMDEN AVENUE IN THE VICINITY OF  
TRACTS NO. 3785 AND NO. 3786 TO GREYSTONE LANE

Enclosed are the original and two copies of the above captioned  
agreement with a certified resolution attached to the two copies.

After execution, 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.

Sincerely,

ROY H. HUBBARD  
ASSISTANT CITY CLERK

By: Mrs. J. Smith  
Deputy

Enc. 3

# memorandum

*Pending*



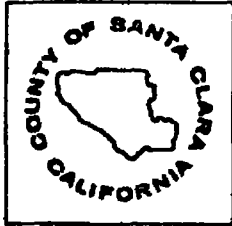
TO	Public Works Department	FROM	Jean Pullan, Clerk of the Board	
SUBJECT	AGREEMENT WITH CITY OF SAN JOSE FOR THE		DATE	March 14, 1968

**EXTENSION OF CAMDEN AVENUE IN THE VICINITY  
OF TRACTS 3785 AND 3786 TO GREYSTONE LANE**

The attached Agreement has been received from the City of San Jose. Please review and submit to the Board of Supervisors with your recommendation.

JP:kb  
Attachments (3)

#5



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: March 29, 1968

FOR: BOARD OF SUPERVISORS AGENDA OF April 8, 1968

FROM: STEFFANI, DESIGN, PUBLIC WORKS

TITLE: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SAN JOSE PROVIDING FOR THE EXTENSION OF CAMDEN AVENUE TO GREYSTONE LANE

DESCRIPTION:

The agreement provides for payment by the County for the County's share of the cost of constructing a box culvert in Greystone Creek so that Camden Avenue can be extended to Greystone Lane. Camden Avenue will be a signalized intersection at Almaden Expressway, whereas Greystone Lane will not have access to the expressway when it is completed to that point. County's share of construction cost is \$1,500.00.

Approval is recommended.

After execution, please return the original to:

Mrs. J. Smith  
City Clerk's Office  
City of San Jose  
801 North First Street  
Room 408  
San Jose, California 95110

ECS:LM:vlh

attachments

APPROVED:

JAMES T. POTT, COUNTY ENGINEER

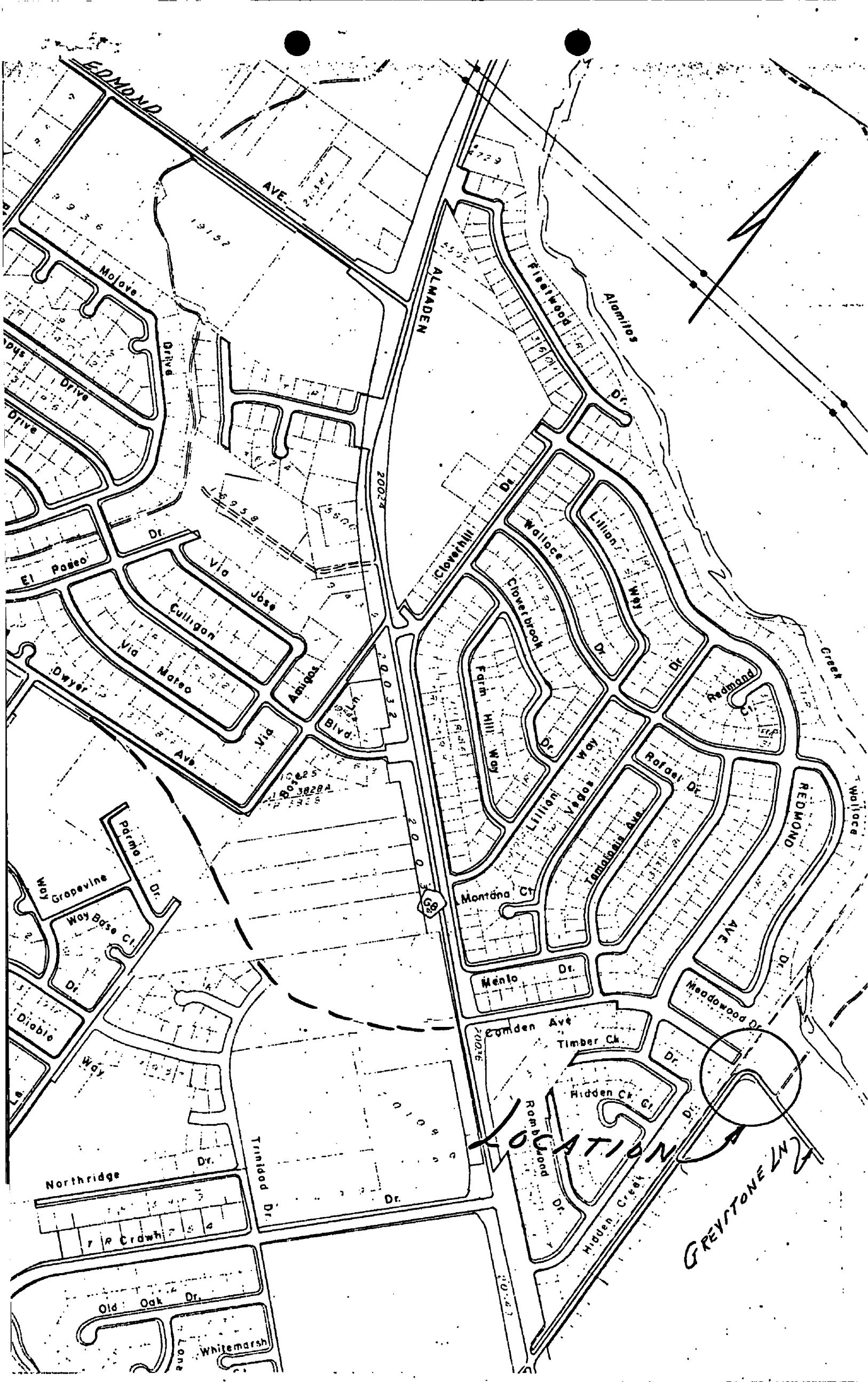
AGENDA DATA

DATE: \_\_\_\_\_

ITEM NO: \_\_\_\_\_

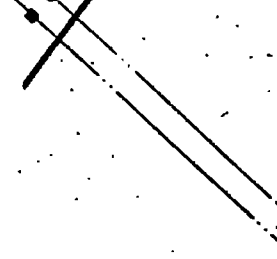
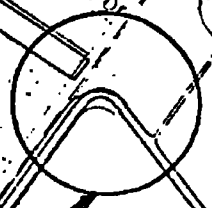
BOARD ACTION \_\_\_\_\_

APR 8 1968



GREYSTONE LN

LOCATION



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Drive  
El Paseo  
Via Jose  
Culligan  
Via Mateo  
Dwyer  
Palm  
Way Grapevine  
Way Base Ct  
Diablo  
Way  
Northridge  
R. P. Crowl  
Old Oak Dr.  
Whitemarsh

ALMADEN  
Cloverhill Dr  
Wallace  
Lillian  
Farm Hill Way  
Lillian  
Vegas Way  
Amigos  
Via  
Bldg  
Montana Ct  
Mento Dr  
Edmond Ave  
Timber Ct  
Hidden Ct  
Hidden Creek

Alamitos  
Firewood Dr  
Redmond Ave  
Redmond Ct  
Rafael Dr  
Meadowood Dr  
GREYSTONE LN