

*Copy Shared Capital
San Jose*

**AGREEMENT BETWEEN THE COUNTY OF SANTA
CLARA, STATE OF CALIFORNIA, AND THE
CITY OF SAN JOSE FOR THE CONSTRUCTION
OF CAPITOL EXPRESSWAY BETWEEN ALMADEN
EXPRESSWAY AND SENTER ROAD**

This is an agreement between the County of Santa Clara, State of California (hereinafter called "County") and the City of San Jose (hereinafter called "City") made and entered into as of the _____ day of JUN 24 1963, 1963.

R. J. King

WHEREAS, County and City desire to construct Capitol Expressway between Almaden Expressway and Senter Road (hereinafter called "said project"); and

WHEREAS, said project lies partly within the unincorporated territory of County and partly within the territorial limits of City, and County and City desire to share in the financing of the construction of said project;

NOW, THEREFORE, County and City agree as follows:

1. That portion of said project between a point approximately 1320 feet west of the right of way of the Southern Pacific Company to a point approximately 1320 feet easterly of the east line of Montorey Road shall be financed as follows:

(a) City shall make, file and process an application with the appropriate agency of the State of California to obtain financial participation by (1) the Public Utilities Commission of the State of California, (2) the Southern Pacific Company, and (3) City, in the construction of the aforesaid described portion of said project including a grade separation structure and interchange.

ATMADEN EXPRESSWAY

TO THE COUNTY OF

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(1) Public Works
(1) County Counsel

(b) County will provide the necessary engineering services to design a grade separation structure and interchange within the limits of said portion of said project, the value of said engineering services being herein agreed to be the sum of \$50,000. It is further agreed that providing said services shall be County's sole obligation, financial or otherwise, with respect to said portion of said project.

2. The remaining balance of said project will be financed as follows:

(a) The construction of that portion of said project between Almaden Expressway and the westerly boundary of the Bureau of Public Roads Urbanized Area easterly of Narvaez Road will be financed as a Federal Aid Secondary (FAS) Project, wherein County's FAS funds and matching funds of the State of California for the calendar year 1964 will be used, and local matching funds will be provided equally by County and City. For purposes of this agreement, it is estimated that County's and City's participation will be approximately \$50,000 each.

(b) The construction of that portion of said project bounded on the west by the aforesaid westerly line of the urbanized area and on the east by Senter Road (with the exception of the portion of said project described in paragraph 1 above) will be financed as an urban extension of an

FAS highway. City and County agree to apply to the California Highway Commission for \$200,000 of urban extension funds for use on this portion of said project. City and County further agree that each shall provide one-half of the local funds necessary to match the aforesaid urban extension funds. For purposes of this agreement it is estimated that County's and City's participation will be approximately \$200,000 each.

3. City shall prepare plans and specifications for the construction of that portion of said project described in paragraph 1 above, shall advertise for bids for the construction thereof, award a contract therefor, and supervise the construction to completion. City agrees to require any contractor engaged to construct said project to take out and maintain in full force and effect, during the construction of said project, public liability and property damage insurance in form and limits acceptable to County, insuring County, its officers and employees from and against loss, cost, or expense arising out of or in any way connected with the construction of said project.

4. (a) County shall prepare plans and specifications for the construction of that portion of said project described in paragraph 2 above and shall submit the same to City for approval. Within thirty (30) days after City approves of said plans and specifications, City shall deposit with the Treasurer of County a sum equal to 50% of the funds indicated as the local matching funds by the State of California, Division of Highways, Cooperative Projects Office.

(b) County, acting either on its own behalf or as the agent of the State of California, shall advertise for bids for the construction of the aforesaid portion of said project, award a contract therefor, and supervise the construction to completion. County agrees to require any contractor engaged to construct said project to take out and maintain in full force and effect, during the construction of said project, public liability and property damage insurance in form and limits acceptable to City, insuring City, its officers and employees from and against loss, cost or expense arising out of or in any way connected with the construction of said project.

5. (a) The acquisition of all property and rights of way necessary for the construction of said project between Almadon Expressway and Narvaez Road will be conducted by whichever party (i.e., County or City) within whose territorial limits said property or rights of way lies at the time of acquisition. The costs of acquisition thereof, including all costs of eminent domain proceedings, shall be borne by the respective party.

(b) The acquisition of all property and rights of way for the remaining portion of said project shall be conducted by County, and the costs thereof, including all costs of eminent domain proceedings, shall be paid out of the funds allocated for the construction of Guadalupe Expressway under the \$70,000,000 County Expressway Bond Program.

IN WITNESS WHEREOF, the parties hereto have executed this

agreement as of the day and year first above written.

COUNTY OF SANTA CLARA

By *R. M. ...*
Chairman of the Board of Supervisors

ATTEST: JEAN FULLAN, Clerk
of the Board of Supervisors

Jean Fullan

"COUNTY"

CITY OF SAN JOSE, a municipal
corporation,

By *[Signature]*
ALF ...

And by *Franklin D. ...*
City Manager

ATTEST:
FRANCIS L. GREINER
By *[Signature]* Deputy

City Clerk

"CITY"

CERTIFICATE: I, JACK M. MARZLUFF, City Auditor of the City of San Jose, hereby certify that there is and remains in the City Treasury an unexpended balance of an appropriation Fund 217 (\$ 250,000.00) for payment of the sum provided by the above contract to be paid by the City of San Jose, and that sum is applicable to such payment.

Jack M. Marzluft 3/10/65
City Auditor



CITY CLERK

CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

March 18, 1965

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

Gentlemen:

Enclosed please find a copy of an executed copy of AGREEMENT - Construction of
Capitol Expressway Between Almaden Expressway and Senter Road.

This is your file copy.

Very truly yours,

FRANCIS L. GREINER
CITY CLERK

BY: Roy H. Hubbard
Deputy

Enc.

RECEIVED
BOARD OF SUPERVISORS
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COUNTY OF
SANTA CLARA

#27

June 26, 1963

To: James T. Pott, Department of Public Works

Subject: Agreement with the City of San Jose for Construction
of Capitol Expressway between Almaden Expressway and
Senter Road

The Board of Supervisors at its regularly scheduled meeting of June 24, 1963, authorized its Chairman to execute the above named Agreement on behalf of the County.

To expedite a July 1st deadline, we are attaching four copies of said Agreement in accordance with your memo of June 17, 1963, to James B. Enochs. It is our understanding that you will return a fully executed copy to this office.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

kb
Attachments (4)

MEMORANDUM

To: James B. Enochs

From: James T. Pott

SUBJECT: Agenda - June 24, 1963

Date: June 17, 1963

#27

AGREEMENT BETWEEN COUNTY AND SAN JOSE FOR CONSTRUCTION OF CAPITOL EXPRESSWAY BETWEEN ALMADEN EXPRESSWAY AND SENTER ROAD

This agreement is a joint equal sharing agreement with the City for construction of subject project. It is needed to insure proper local support for the Urban Extension Fund application authorized on June 17 by the Board for this project. Reference is made to my memorandum transmitting the Urban Extension applications for additional information. This document should not be confused with the expressway documents pertaining to the same project. The expressway documents are required to permit right of way purchase from expressway bond funds. This document is a financing document for the sharing of construction costs in support of Urban Extension and Federal Aid Secondary Funds. It is extremely favorable to the County.

Concurrent paper is being executed by the City of San Jose to meet the July 1, deadline. Reference is made to the memorandum transmitting the expressway documents for Capitol Expressway, particularly with respect to disposition of paper following execution by the Board of Supervisors. Same request, same disposition applies to this cooperative agreement.

This unusual request relating to Capitol Expressway and Almaden Expressway with reference to disposition of executed documents is regretable. However, this entire set of paper work for Capitol and Almaden Expressways is currently in crisis due to the July 1, deadline with the State of California. It will not be typically practiced in the future.

JTP:ee

cc: ECS, JEAN PULLAN

Attachments

Date JUN 24 1963 (M)
APPROVED [Signature]
RE: CE CC PC DPW FLD
NO: ABSTAINS: