



CITY CLERK

CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

August 3, 1972

County of Santa Clara
Board of Supervisors
Room 524
70 West Hedding Street
San Jose, CA 95110

Gentlemen:

Enclosed is an executed copy of AGREEMENT FOR SHARING COSTS OF RESURFACING UNION AVENUE BETWEEN CAMPBELL AVENUE AND SOUTH BASCOM AVENUE and AGREEMENT FOR SHARING OF COSTS OF CUNNINGHAM, LUCRETIA, MCLAUGHLIN, PEARL AND STONE AVENUES RESURFACING for your files.

Sincerely,

Roy H. Hubbard
Roy H. Hubbard
Assistant City Clerk

By: Linda Crosby
Deputy City Clerk

Enclosure

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND THE CITY OF SAN JOSE FOR SHARING OF COSTS
OF RESURFACING PORTIONS OF CUNNINGHAM AVENUE,
LUCRETIA AVENUE, MC LAUGHLIN AVENUE, PEARL
AVENUE AND STONE AVENUE.

This is an agreement by and between County of Santa Clara,
State of California (County) and City of San Jose (San Jose) to
resurface Cunningham Avenue between a point 1,000 feet easterly
from Capitol Expressway and White Road, Lucretia Avenue between
Story Road and Tully Road, McLaughlin Avenue between William Street
and Herald Avenue, Pearl Avenue between Branham Lane and Blossom
Hill Road and Stone Avenue between San Jose Avenue and Curtner
Avenue.

IT IS AGREED between the parties as follows:

1. Preparation of Plans and Specifications. County shall
prepare and submit to San Jose for approval plans and specifications
for the resurfacing of Cunningham Avenue between a point 1000 feet
easterly from Capitol Expressway and White Road, Lucretia Avenue
between Story Road and Tully Road, McLaughlin Avenue between
William Street and Herald Avenue, Pearl Avenue between Branham
Lane and Blossom Hill Road and Stone Avenue between San Jose Avenue
and Curtner Avenue which said resurfacing shall hereinafter be
called the "project".

2. Award of contract. Upon approval by San Jose of said
plans and specifications, County shall advertise the project for
bid and shall award a contract to be supervised to completion by
County.

3. Basis of Cost Sharing. Thirty-five percent (35%) of the
project lies within unincorporated area of County; Sixty-five per-
cent (65%) of the project lies within the incorporated limits of
San Jose. This breakdown of the percentage of the project which

lies with each jurisdiction shall be the basis for the cost sharing which shares are more specifically set out hereinafter.

4. San Jose's Share of Cost. Within thirty (30) days after approval by San Jose of the plans and specifications, San Jose shall pay to County the sum of Eighty-Six Thousand Six Hundred Dollars (\$86,600), 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 San Jose.

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 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 San Jose insuring County and San Jose 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 San Jose and their respective officers and employees shall be primary insurance to

the full limits of liability of the policy and that if County, or San Jose 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 San Jose a final accounting of the total construction cost. In the event this final accounting shows that the sum advanced to County by San Jose is less than sixty-five percent (65%) of the total construction cost, San Jose 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 San Jose is more than sixty-five percent (65%) of the total construction cost, County shall return the difference to San Jose within sixty (60) days.

8. Records and Accounts. County shall keep, maintain and render available for inspection by San Jose 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 October 1, 1972, if County has not awarded a contract for construction of the above described project prior to that date. In the event of such termination County shall refund to San Jose all sums advanced under Paragraphs 4 of this agreement.

10. Annexation. In the event any portion of the area within the limits of said improvements is annexed to San Jose 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 August 2, 1972.

COUNTY OF SANTA CLARA

Charles A. Zimmerman
Chairman, Board of Supervisors

ATTEST: DONALD M. RAIN, Clerk
Board of Supervisors

Donald M. Rain

APPROVED AS TO FORM:

Gerald Thompson
Assistant County Counsel

DATED:

CITY OF SAN JOSE, a Municipal Corporation

ATTEST: FRANCIS L. GREINER

By Francis L. Greiner Deputy
City Clerk, San Jose

Paul J. Griffin
VICE Mayor

APPROVED AS TO FORM:

John J. Johnson
Deputy City Attorney

DATED: 8-2-72

RESOLUTION NO. 42362

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR SHARING OF COSTS OF RESURFACING PORTIONS OF CUNNINGHAM AVENUE, LUCRETIA AVENUE, MC LAUGHLIN AVENUE, PEARL AVENUE AND STONE AVENUE, AND AUTHORIZING PAYMENT FOR THE COSTS AND EXPENSES INCURRED THEREIN FROM MONIES PROPERLY APPROPRIATED THEREFOR.

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

The Mayor is hereby authorized and directed to execute on behalf of the City of San Jose, an agreement between the City of San Jose, hereinafter referred to as "City," and the County of Santa Clara, hereinafter referred to as "County," for sharing costs of resurfacing Cunningham Avenue between a point 1,000 feet easterly from Capitol Expressway and White Road, Lucretia Avenue between Story Road and Tully Road, McLaughlin Avenue between William Street and Herald Avenue, Pearl Avenue between Branham Lane and Blossom Hill Road and Stone Avenue between San Jose Avenue and Curtner Avenue, which agreement is entitled, "Agreement Between The County of Santa Clara And The City of San Jose For Sharing Of Costs Of Resurfacing Portions Of Cunningham Avenue, Lucretia Avenue, McLaughlin Avenue, Pearl Avenue and Stone Avenue," 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.

SECTION 1. This agreement provides, among other things, that County shall prepare and submit to City for approval plans and specifications for the resurfacing of said streets, hereinafter called the "project".

Upon approval of said plans and specifications by City, City shall pay to County the sum of \$86,600.00, which sum is the estimated cost of City's share of the construction cost. Said cost sharing estimate is based upon the fact that 65% of said project lies within the incorporated limits of San Jose.

Upon completion of said Project County shall submit to City a final accounting of the total construction costs for said Project and, in the event said final accounting shows that the sum advanced to County by City is less than 65% of the total construction cost, San Jose shall pay County the difference, or should the final accounting show the sum advanced to County by City is more than 65% of the total construction cost, County shall return the difference to City.

SECTION 2. The Director of Public Works is hereby authorized and directed to carry out the City's obligations under said agreement and to pay for the final costs thereof from monies properly appropriated therefor.

ADOPTED this 31 day of July, 1972, by the following vote:

- AYES: Councilmen - Colla, Garza, Goglio, Hayes, Naylor and Mineta
- NOES: Councilmen -- None
- ABSENT: Councilmen - Hays.

ATTEST:

Norman Y. Mineta Mayor

Francis L. Greiner City Clerk

Plend. Segn 5g

No. _____

Job No. _____

Change Order No. _____

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE July 25, 1972

Cost Sharing Agreement

The following contract, ~~was awarded~~ ~~and change order~~ was approved by the

Board of Supervisors at a meeting held:

July 25, 19 72

Project to be charged Cost Sharing Agreement with City of San Jose
for resurfacing of portions of Cunningham Avenue, Luskota Avenue,
McLaughlin Avenue, Pearl Avenue and Stone Avenue

For the amount of \$ See Agreement

Contractor City of San Jose, 801 N. First St., San Jose, Ca. 95110

Completion Date See Agreement

Budget Item _____ (for Controller's use)

Ronald M. Raene
RONALD M. RAENE
Clerk of the Board

ENC: 60

WHITE --- CONTROLLER
CANARY --- FILE
PINK --- PUBLIC WORKS
GOLD. ROD. PUBLIC WORKS

County of Santa Clara

California

Office of the Board of Supervisors
524 County Administration Building
70 West Hedding Street
San Jose, California 95110
299-2323 Area Code 408

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

July 28, 1972

City Clerk
City of San Jose
801 N. First St.
San Jose, Ca. 95110

Subject: Agreement with City of San Jose
for Cost Sharing of Costs of Resurfacing
Portions of Cunningham Avenue, Lucretia
Avenue, McLaughlin Avenue, Pearl Avenue
and Stone Avenue

Dear Sir:

Enclosed you will find an original and three copies
of an agreement between the County of Santa Clara and
the parties named above. The Board of Supervisors at
its regularly scheduled meeting on July 25, 1972
authorized its Chairman to execute this agreement on
behalf of the County.

After execution of all copies, we would appreciate your
returning the orig. & one copy to this office.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By: _____
Deputy Clerk

DMR: dc
Encls.

cc: Public Works, Engineering

*Hand-carried
by Warren W. IF. PW
To City of San Jose*

3170

An Equal Opportunity Employer

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. 1 & 2

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Page ___ of ___

DATE: July 13, 1972

FOR: BOARD OF SUPERVISORS AGENDA OF July 25, 19 72

FROM: MONTINI, PUBLIC WORKS, ENGINEERING

TITLE: COST SHARING AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SAN JOSE FOR THE RESURFACING OF PORTIONS OF CUNNINGHAM AVE., LUCRETIA AVE., MC LAUGHLIN, PEARL AVE. AND STONE AVE.

DESCRIPTION:

This agreement provides for sharing of costs for the resurfacing of:

Cunningham Ave. - between 1000 ft. easterly from Capitol Expwy. and White Rd.

Lucretia Ave. - between Story Rd. and Tully Rd.

Mc Laughlin Ave. - between William Street and Herald Ave.

Pearl Ave. - between Branham Lane and Blossom Hill Rd.

Stone Ave. - between San Jose Ave. and Curtner Ave.

The project will be administered by the County.

The County's share of this project is estimated to be \$47,000.00. County funds are available in the 1971-72 Road Budget (Resurfacing).

Approval is recommended.

Upon execution by the Board of Supervisors please return the original and three (3) certified copies to this office (attention: Warren Wulf) for hand carrying to the City of San Jose for execution.

LM:WW:vlh

attachments

EM

APPROVED: JAMES POTT RP

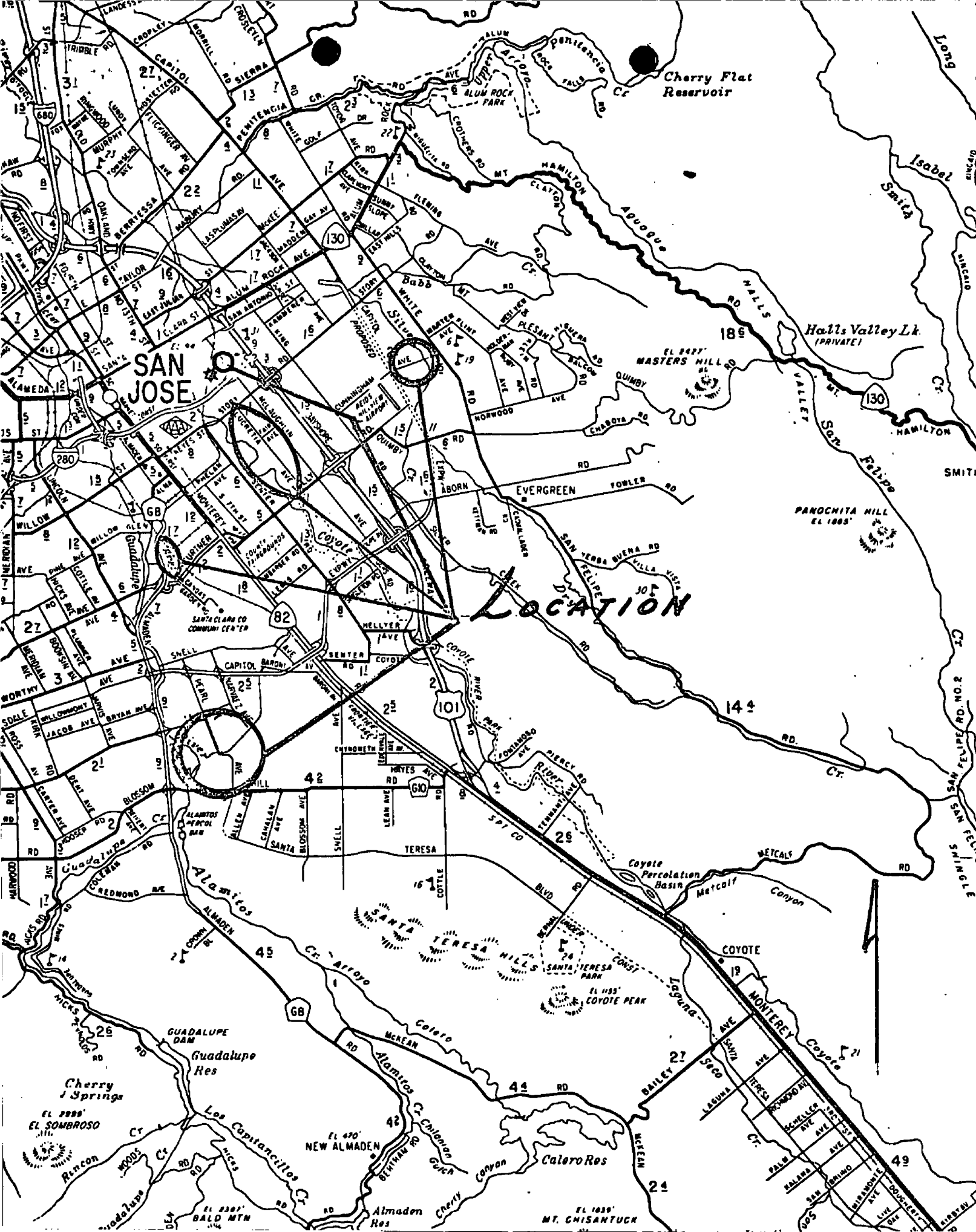
HOWARD CAMPEN _____

AGENDA DATA: DATE: _____

BOARD ACTION: _____

ITEM NO: _____

JUL 25 1972



SAN JOSE

LOCATION

Cherry Flat Reservoir

Halls Valley Lk. (PRIVATE)

PANOCHITA HILL EL 1885'

Coyote Percolation Basin

EL 1185' COYOTE PEAK

EL 470' NEW ALMADEN

EL 1039' MT. GISANTUCK

EL 2888' EL SOMBROSO

EL 2307' BALD MTN