

AGREEMENT BETWEEN THE CITY OF CUPERTINO AND THE
COUNTY OF SANTA CLARA FOR THE RESURFACING OF
PHIL LANE BETWEEN FINCH AVENUE AND TANTAU AVENUE
AND TANTAU AVENUE BETWEEN PHIL LANE AND SHADYGROVE DRIVE

THIS AGREEMENT, made and entered into on the 10th day of December, 1985,
by and between the CITY OF CUPERTINO, a municipal corporation of the State
of California, hereinafter referred to as "CITY", and the COUNTY OF SANTA
CLARA, a political subdivision of the State of California, hereinafter
referred to as "COUNTY";

W I T N E S S E T H:

WHEREAS, in Fiscal Year 1985-86, CITY plans to award a contract to
resurface certain public streets with asphalt concrete, together with all
work necessary to complete the resurfacing, which improvements shall be
hereinafter referred to as "City Contract"; and

WHEREAS, Phil Lane between Finch Avenue and Tantau Avenue and Tantau
Avenue between Phil Lane and Shadygrove Drive in the CITY need to be
resurfaced; and

WHEREAS, certain portions of Phil Lane between Finch Avenue and Tantau
Avenue and Tantau Avenue between Phil Lane and Shadygrove Drive lie within
the jurisdictional limits of COUNTY; and

WHEREAS, for the best interest of the public, CITY and COUNTY desire to
have said portions of Phil Lane and Tantau Avenue resurfaced in an orderly
and economical manner by including both CITY and COUNTY portions in the City
Contract;

For orig see:

ROADS C&A

*Cost Sharing - Phil Lane
Cupertino*

ORIGINAL

mkp
DEC 10 1985

two originally signed copies to Bert Viskovich-Dept. Public Works-Cupertino; two conformed copies to Finance & T/A via Dorothy Gullion 12-17-85 rrz

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

1. SCOPE OF WORK: The scope of the work shall consist of the resurfacing of Phil Lane between Finch Avenue and Tantau Avenue and Tantau Avenue between Phil Lane and Shadygrove Drive.

2. PLANS, SPECIFICATIONS AND ESTIMATES: CITY shall prepare, or cause to be prepared, plans, specifications and estimates for PROJECT and shall submit said plans, specifications and estimates to COUNTY for COUNTY's approval.

3. AWARD OF CONTRACT AND CONSTRUCTION: The construction work shall be performed by contract awarded and administered by CITY pursuant to the laws governing CITY.

4. COST SHARING OF PROJECT: The PROJECT is proposed to be funded by CITY and COUNTY. Each party's share shall be prorated on the construction cost of the resurfacing improvements within the respective party's jurisdictional boundaries. CITY's share of the PROJECT cost has been estimated to be \$800,000. COUNTY's share of the PROJECT cost has been estimated to be \$15,000, including administrative costs determined to be fifteen percent (15%) of the construction costs. Said administrative costs shall include preparation of plans and specifications, bidding, contract administration, inspection and incidental expenses of this PROJECT.

5. PAYMENT OF PROJECT COST: CITY shall send COUNTY a statement of costs within thirty (30) days of completion of construction contract for PROJECT. COUNTY agrees to pay CITY within thirty (30) days of issuance of said statement.

a. Upon completion of PROJECT, CITY shall determine the actual cost and advise COUNTY of COUNTY's share of said cost based on the actual items of work at the respective contract unit costs constructed in COUNTY's jurisdictional boundaries.

b. COUNTY's final cost of PROJECT shall be determined within thirty (30) days after completion and acceptance of PROJECT by CITY.

6. MAINTENANCE AND OPERATION: The sharing of cost of maintenance and operation of the resurfaced pavement shall be as determined for the maintenance and operation of the pavement on Phil Lane between Finch Avenue and Tantau Avenue and Tantau Avenue between Phil Lane and Shadygrove Drive.

7. MUTUAL INDEMNIFICATION:

Hold Harmless: It is mutually understood and agreed:

a. That neither COUNTY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reasons of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section

810.8) occurring by reason of anything done or omitted to be done by CITY under this Agreement under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

b. That neither CITY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

c. 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 CITY, public liability and property damage insurance in forms and limits of liability and satisfactory and acceptable to both COUNTY and CITY, public liability and property damage insurance in forms and limits of liability and satisfactory and acceptable to both COUNTY and CITY, naming COUNTY and CITY and their respective officers and employees as insureds, from and against any claims, loss, liability, cost or expense arising out of or in any way connected with the construction of said PROJECT.

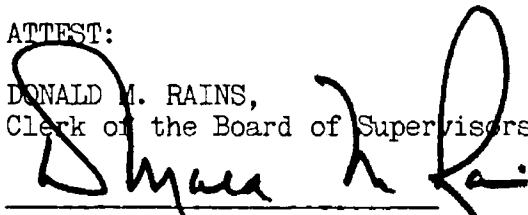
The aforementioned policy shall contain a provision that the insurance afforded thereby to CITY and COUNTY and their respective officers and employees shall be primary insurance to the full limits of liability of the policy, and that if CITY or COUNTY, or their respective officers and employees, have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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove set forth.

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

ATTEST:

DONALD M. RAINS,
Clerk of the Board of Supervisors



APPROVED AS TO FORM AND LEGALITY:


Deputy County Counsel

By 
Chairperson, Board of Supervisors
Rod Dridon

"County"

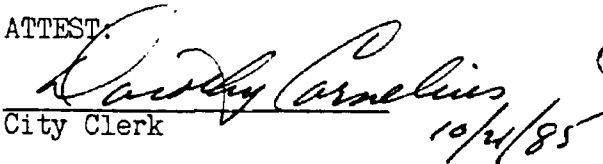
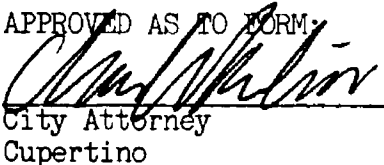
CITY OF CUPERTINO, a municipal corporation of the State of California

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney
Cupertino


10/2/85

By 
Mayor

"City"

RESOLUTION NO. 6686

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO
AUTHORIZING EXECUTION OF AGREEMENT WITH THE COUNTY OF SANTA CLARA
FOR THE RESURFACING OF PHIL LANE BETWEEN FINCH AVENUE AND
TANTAU AVENUE, AND TANTAU AVENUE BETWEEN PHIL LANE AND
SHADYGROVE AVENUE

WHEREAS, there has been presented to the City Council a proposed cooperative agreement providing for the resurfacing of Phil Lane between Finch Avenue and Tantau Avenue, and Tantau Avenue between Phil Lane and Shadygrove Drive, which streets lie within the jurisdiction of both the County of Santa Clara and the City of Cupertino; and

WHEREAS, the terms and conditions of the cooperative project as outlined in the proposed agreement have been approved by the City Attorney and the Director of Public Works.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 15th day of October, 1985 by the following vote:

Vote Members of the City Council

AYES: Gatto, Plungy, Rogers, Sparks, Johnson

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:

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

ATTEST Oct 31 1985
CITY CLERK OF THE CITY OF CUPERTINO

APPROVED BY

Dorothy Cornelius
CITY CLERK

/s/Dorothy Cornelius
City Clerk

/s/Phil Johnson
Mayor, City of Cupertino

**County of Santa Clara
California**

Office of the Board of Supervisors
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-4321

Susanne Wilson, District 1
Zoe Lofgren, District 2
Thomas L. Legan, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

December 17, 1985

Bert Viskovich
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

Subject: Agreement with City of Cupertino relating to resurfacing
of Phil Lane

Dear Mr. Viskovich:

Enclosed you will find two fully executed ~~copy~~/copies
of the subject agreement/~~contract/lease~~ between the
County of Santa Clara and the party named above. The
Board of Supervisors at its regularly scheduled meeting on
December 10, 1985, approved this agreement/~~contract/~~
~~lease~~ on behalf of the County.

The enclosed is for your files.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK

Richard A. James
Deputy Clerk

DMR: rre

Enclosures

THIS IS BEING FORWARDED TO YOU FOR
YOUR COME ENTRY & TRANSMITTAL TO
FINANCE

ITEM #11 of 12/10/85

No.....

Job No.....

Change Order No.....

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

December 17, 1985
DATE.....

AGREEMENT

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

..... December D , 19 85

Project to be charged Agreement between the City of Cupertino
relating to resurfacing of Phil Lane

For the amount of \$ ESTIMATED TO \$15,000

Contractor City of Cupertino

Completion Date.....

Budget Item..... (for Controller's use)

Donald M. Rains

Donald M. Rains
Clerk of the Board

WHITE ---- CONTROLLER
CANARY -- FILE
PINK ---- Transportation Agency
GOLD. ROD



TRANSMITTAL MEMORANDUM

Prepared by WLK

Page 1 of 2

S.D. 5

Reviewed by RBP

Submitted by RMS

DATE: Nov. 22, 1985

APPROVED: DIRECTOR Im

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

COUNTY BOARD OF SUPERVISORS: Agenda Date Dec. 10, 1985 Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: R. M. Shields, Transportation Agency

SUBJECT: AGREEMENT BETWEEN THE CITY OF CUPERTINO AND THE COUNTY OF SANTA CLARA FOR THE RESURFACING OF PHIL LANE BETWEEN FINCH AVENUE AND TANTAU AVENUE BETWEEN PHIL LANE AND SHADYGROVE DRIVE

RECOMMENDED ACTION:

Execute the attached subject agreement, which provides for the sharing of costs relative to resurfacing Phil Lane and Tantau Avenue in porportion to jurisdictional areas.

FISCAL IMPLICATION:

The estimated cost to the County for the proposed resurfacing work is fifteen thousand dollars (\$15,000). The estimate is upon those portions of the project that lie within the County jurisdiction.

Funds for the project are available in the current budget resurfacing account, Road Fund Account 0023, Budget Unit 603, RC 4002, Account No. 2895. This proposed expenditure is consistent with adopted budget.

REASONS FOR RECOMMENDATION:

In preparation for their current resurfacing contract, the City of Cupertino realized that portions of Phil Lane and Tantau Avenue are in County jurisdiction and were not scheduled for resurfacing.

Upon notification, the County reviewed the subject streets and requested Cupertino to include the County portions of Phil Lane and Tantau in their resurfacing contract.

The resurfacing of joint jurisdictional roadways such as the above may best be accomplished, both economically and from a quality standpoint, by one contract.

ORIGINAL

mkp
DEC 10 1985

DATE: Nov. 22, 1985

COUNTY BOARD OF SUPERVISORS AGENDA DATE: Dec. 10, 1985

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE CITY OF CUPERTINO AND THE COUNTY OF SANTA CLARA FOR THE RESURFACING OF PHIL LANE BETWEEN FINCH AVENUE AND TANTAU AVENUE BETWEEN PHIL LANE AND SHADYGROVE DRIVE

Delaying the resurfacing of these partial streets will result in deterioration of half the street in County jurisdiction and would probably require a more costly reconstruction effort at a later time.

Resurfacing these streets will result in lessening the maintenance effort required of them for the next ten (10) years.

BACKGROUND:

The County roadway pockets to be resurfaced per this agreement have been identified for some time as areas in need of resurfacing. The current agreement has been prepared to allow these joint jurisdictional streets to be resurfaced at the same time under one contract.

The experience in doing this type of work has proven satisfactory, both to the local agencies and to the traveling public.

The City of Cupertino prepared plans and specifications for their resurfacing contract and have adequate quantities to include the County portions of Phil Lane and Tantau Avenue. The County has approved the plans and prepared this agreement so that these sections of roadways may be included for reimbursement by the County.

CONSEQUENCES OF NEGATIVE ACTION:

The City of Cupertino will not be reimbursed for the resurfacing of portions of Phil Lane and Tantau Avenue.

STEPS FOLLOWING APPROVAL:

The agreement will be executed by the Cupertino City Council. The terms of the agreement will be carried out.

RMS:kh

Attachments: Agreement
Location Map

cc: Director of Public Works, City of Cupertino
Herb Keaton, Deputy County Counsel

JER
IM
DM
RBP

