

AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND COUNTY OF SANTA CLARA FOR THE RESURFACING OF BLOSSOM HILL ROAD FROM THE WESTERLY PROPERTY LINE OF BLOSSOM HILL PARK TO A POINT 350 FEET WEST OF MEADOWBROOK DRIVE AND RESURFACING OF LOS GATOS-ALMADEN ROAD BETWEEN UNION AVENUE AND LEIGH AVENUE

THIS AGREEMENT, made and entered into the _____ day of FEB 01 1983, 1983, by and between the TOWN OF LOS GATOS, a municipal corporation of the State of California, (hereinafter referred to as "TOWN"); and the COUNTY OF SANTA CLARA, a political subdivision of the State of California, (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, in fiscal year 1982-83, TOWN plans to resurface certain public streets with asphalt concrete together with all work necessary to complete the resurfacing, all of which said improvements shall be hereinafter referred to as "PROJECT"; and

WHEREAS, Blossom Hill Road from the westerly property line of Blossom Hill Park to a point 350 feet west of Meadowbrook Drive is a street considered for resurfacing; and

WHEREAS, Los Gatos-Almaden Road between Union Avenue and Leigh Avenue is a street considered for resurfacing; and

WHEREAS, a certain portion of said streets lie within the jurisdictional boundaries of COUNTY; and

WHEREAS, for the best interest of the public, COUNTY and TOWN desire to have said portion of Blossom Hill Road and Los Gatos-Almaden Road resurfaced in an orderly and economical manner by having said portion of Blossom Hill Road and Los Gatos-Almaden Road included in the PROJECT.

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:

Item #69 2/1/83
NOTICE ©2576
Please return this document to the Board of Supervisors, Santa Clara County, 70 W. Hedding St., San Jose, Calif. 95110. We shall provide County departments involved with conformed copies. Thank you. Clerk, Board of Supervisors

ARTICLE I
PROJECT ADMINISTRATION

1. Scope of Project: The scope of said project consists of the resurfacing of the following street under joint jurisdiction of TOWN and COUNTY:

BLOSSOM HILL ROAD - Westerly property line of Blossom Hill Park to a point 350 feet west of Meadowbrook Drive.

LOS GATOS-ALMADEN ROAD - From Union Avenue to Leigh Avenue.

Project costs will be shared on the basis of the actual jurisdictional boundaries existing at the time of the award of contract. Both parties agree that this provision will not be affected by later retroactive changes to the boundaries.

2. Plans, Specifications and Estimates: TOWN shall prepare or cause to be prepared plans, specifications and estimates for said project and shall submit said plans, specifications and estimates for said project to the COUNTY for COUNTY'S approval.

3. The construction work will be performed by contract. TOWN will award and administer the contract pursuant to the law governing TOWN.

ARTICLE II
FINANCE

1. The PROJECT is proposed to be financed by TOWN. TOWN will determine COUNTY'S share of the project cost. COUNTY'S cost will be based on the actual construction cost of the resurfacing improvements within the COUNTY'S jurisdictional boundary. In addition, COUNTY will be charged a PROJECT administration fee as provided hereinbelow.

2. COUNTY'S estimated share of PROJECT cost, including administration fee, is \$18,888.06. COUNTY'S share has been determined on a basis of an estimate of the resurfacing work and restriping to be performed within COUNTY'S jurisdictional boundary.

Said COUNTY work is on Blossom Hill Road-Linda Avenue to Dover Street and Los Gatos-Almaden Road-Union Avenue to a point approximately one hundred seventy-five (175) feet easterly of Warwick Road.

TOWN will issue COUNTY a statement of estimated costs within 90 days of opening of bids. COUNTY agrees to deposit \$18,888.06 with TOWN within 30 days of issuance of statement by TOWN.

3. Upon completion of construction, TOWN shall determine the actual cost and advise COUNTY of COUNTY'S share of said cost based on the actual items of work constructed in COUNTY'S jurisdiction at the respective contract unit price. In addition, a PROJECT administration fee of fifteen percent (15%) of COUNTY'S share of the actual construction cost shall be charged to COUNTY. Said PROJECT administration fee shall include preparation of plans and specifications, inspection, bidding, contract administration, and incidental expenses of this PROJECT.

COUNTY'S final cost of the PROJECT shall be determined within 90 days after completion and acceptance of the PROJECT by TOWN.

Should COUNTY'S final cost exceed the amount deposited with TOWN, COUNTY shall pay TOWN the exceeded amount.

Should COUNTY'S final cost be less than the amount deposited with TOWN, TOWN shall refund the excess deposited amount to COUNTY within 30 days of final accounting by TOWN.

ARTICLE III

MUTUAL INDEMNIFICATION AND INSURANCE

Hold Harmless: It is mutually understood and agreed:

1. That neither COUNTY, 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 TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, TOWN 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 TOWN under this Agreement under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement.

2. That neither TOWN, 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 TOWN 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 or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

3. Insurance. TOWN 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 TOWN, public liability and property damage insurance in forms and limits of liability and satisfactory and acceptable to both COUNTY and TOWN, naming County and Town 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 TOWN and COUNTY and their respective officers and employees shall be primary insurance to the full limits of liability of the policy, and that if TOWN 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.

ARTICLE IV AMENDMENTS

No amendments to this Agreement shall be valid unless made in writing and signed by both parties hereto.

ARTICLE V RECORDS AND ACCOUNTS

TOWN shall keep, maintain and render available for inspection by COUNTY or its authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by TOWN on said PROJECT.

ARTICLE VI
TERMINATION

The terms of this Agreement shall be void with respect to any project for which a construction contract is not awarded prior to June 30, 1983, and any sums paid by COUNTY to TOWN, pursuant to Article II, paragraph 2 herein, with respect to said PROJECT shall be forthwith refunded, except that TOWN'S accrued costs for said PROJECT, if any, shall be deducted from such sum to be refunded to COUNTY.

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

APPROVED AS TO FORM:

Walter V. Hays
WALTER V. HAYS, Town Attorney

TOWN OF LOS GATOS, a municipal corporation

By Bob N. Venter
MAYOR

"TOWN"

ATTEST:

Rose E. Aldag
ROSE ALDAG, Town Clerk

APPROVED AS TO FORM:

Herbert L. Kent
County Counsel

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

By Rebecca Q. Morgan
Chairperson, Board of Supervisors
Rebecca Q. Morgan
"COUNTY" FEB 01 1983

ATTEST:

Donald M. Rains
DONALD M. RAINS, Clerk Board of
Supervisors

A detailed street map of a portion of Santa Clara County, California. The map shows a grid of streets with various landmarks labeled, including 'ELEMENTARY SCHOOL', 'JR HIGH SCHOOL', and 'HOSPITAL'. A prominent road, Los Gatos-Almaden Road, runs horizontally across the middle of the map. A diagonal road, Blossom Hill Road, runs from the bottom left towards the center. A north-south road, Leigh Ave, is on the right side. A river or stream flows through the lower portion of the map. A north arrow is located in the bottom right corner. Several text boxes provide specific information about work limits and county boundaries.

Santa Clara County's portion
(cross-hatched)

LIMIT OF WORK
(Los Gatos-Almaden Road)

LIMIT OF WORK
(Blossom Hill Road)

REFER TO OPL-BOOK NO. 16 IN 42
BLOSSOM HILL RD SETBACK-JOB-
LOS GATOS RD AND HERWOOD ROAD

RESOLUTION No. 1983-43

RESOLUTION APPROVING THE STREET RESURFACING AGREEMENT
WITH THE COUNTY OF SANTA CLARA

RESOLVED, by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that the TOWN OF LOS GATOS enter into an agreement entitled, "AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND COUNTY OF SANTA CLARA FOR THE RESURFACING OF BLOSSOM HILL ROAD FROM THE WESTERLY PROPERTY LINE OF BLOSSOM HILL PARK TO A POINT 350 FEET WEST OF MEADOWBROOK DRIVE AND RESURFACING OF LOS GATOS-ALMADEN ROAD BETWEEN UNION AVENUE AND LEIGH AVENUE", with the County of Santa Clara, a copy of which is attached hereto.

FURTHER RESOLVED, that the Mayor is authorized, and hereby directed to execute said agreement in the name and in behalf of the TOWN OF LOS GATOS.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos held on 7 day of March, 1983 by the following vote:

AYES: COUNCIL MEMBERS Terrence J. Dally, Thomas J. Ferrito, MarLyn J. Rasmussen and Mayor Brent N. Ventura

NOES: COUNCIL MEMBERS None

ABSTAIN: COUNCIL MEMBERS None

ABSENT: COUNCIL MEMBERS Joanne Benjamin

SIGNED: /s/ Brent N. Ventura
MAYOR OF THE TOWN OF LOS GATOS

ATTEST:

/s/ Rose E. Aldag (seal)
CLERK OF THE TOWN OF LOS GATOS

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

ATTEST: Rose E. Aldag
CLERK OF THE TOWN OF LOS GATOS

BY _____

DATED MAR 15 1983

1 orig. signed cc + 1 orig. w/pink tag J. F. Van Houten, 1 cc County Counsel 2/9/83



MEMBERS OF THE BOARD
SUSANNE WILSON
ZOE LOFGREN
THOMAS L. LEGAN
ROD DIRIDON
REBECCA Q. MORGAN

BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA
COUNTY GOVERNMENT CENTER, EAST WING
70 WEST HEDDING ST. / SAN JOSE, CALIFORNIA 95110 / 299-2323

DONALD M. RAINS
CLERK/BOARD OF SUPERVISORS
TELEPHONE 299-4321

February 8, 1983

J.F. Van Houten
Director of Public Works
Civic Center
110 E. Main Street
Los Gatos, California 95030

Subject: Agreement Between the Town of Los Gatos and County of
Santa Clara for the Resurfacing of Blossom Hill Road

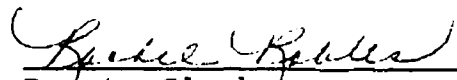
Dear Gentleperson:

Enclosed you will find an original and an originally signed copy of the above-mentioned agreement. The Board of Supervisors at its regularly scheduled meeting on February 1, 1983 authorized execution of this agreement on behalf of the County.

After execution of the Agreements we would appreciate your returning the pink tagged original to this office.

Very Truly Yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk


Deputy Clerk

DMR:rr
Encls.

ORIGINAL

County of Santa Clara

JK

Transportation Agency
1555 Berger Drive
San Jose, California 95112



California

Prepared by W.L. Kinaman

Reviewed by R. B. Parsons

Submitted by R.M. Shields

TRANSMITTAL MEMORANDUM

S.D. 1

Page 1 of 2

DATE: January 17, 1983

COUNTY BOARD OF SUPERVISORS: Agenda Date February 1, 1983 Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: Shields, Roads Operations

SUBJECT: AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND COUNTY OF SANTA CLARA FOR THE RESURFACING OF BLOSSOM HILL ROAD FROM THE WESTERLY PROPERTY LINE OF BLOSSOM HILL PARK TO A POINT 350 FEET WEST OF MEADOWBROOK DRIVE AND RESURFACING OF LOS GATOS-ALMADEN ROAD BETWEEN UNION AVENUE AND LEIGH AVENUE

RECOMMENDED ACTION:

It is recommended that the attached Agreement between the Town of Los Gatos and the County of Santa Clara for resurfacing of Blossom Hill Road from the westerly property line of Blossom Hill Park to a point 350 feet west of Meadowbrook Drive and resurfacing of Los Gatos-Almaden Road between Union Avenue and Leigh Avenue be approved.

FISCAL IMPLICATIONS:

The estimated cost to the County for the resurfacing work and striping restoration is \$18,888.06 and is based upon that portion of the project that lies within the County jurisdiction (see attached map). Funds for the project are available in the current budget resurfacing account, Road Fund Account 0023, Budget Unit 603, RC 4002, Account No. 2894. This proposed expenditure is consistent with the adopted budget.

REASONS FOR RECOMMENDATION:

The Town of Los Gatos retained a contractor who has just recently completed the resurfacing work on the two subject roadways. The Town's contractor proceeded with the work prior to the inclement weather. As small portions of these roadways are under County jurisdiction (see attached map) the County has an obligation to pay its proportionate share of the cost.

APPROVED: DIRECTOR *YMG*

COUNTY EXECUTIVE _____

DATE: January 17, 1983

COUNTY BOARD OF SUPERVISORS AGENDA DATE: February 1, 1983

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND COUNTY OF SANTA CLARA FOR THE RESURFACING OF BLOSSOM HILL ROAD FROM THE WESTERLY PROPERTY LINE OF BLOSSOM HILL PARK TO A POINT 350 FEET WEST OF MEADOWBROOK DRIVE AND RESURFACING OF LOS GATOS-ALMADEN ROAD BETWEEN UNION AVENUE AND LEIGH AVENUE

Prior to construction, the staffs of both agencies identified these roadways as high priority areas for resurfacing. County staff indicated it would be recommended that the County pay its proportionate share.

BACKGROUND:

Blossom Hill and Los Gatos-Almaden Roads are two major East/West arterials connecting Southwest San Jose and the Town of Los Gatos. As these roadways were mutually agreed upon by Town and County staffs as high priority for resurfacing, and the Town, as lead agency wanted to accomplish the work prior to inclement weather, the Town has advertised and awarded a contract and the work has now been done.

CONSEQUENCES OF NEGATIVE ACTION:

The Town of Los Gatos will not be reimbursed for improvements made within the County road right-of-way. The County will not live up to its moral commitment.

STEPS FOLLOWING APPROVAL:

The Agreement will be fully executed by the Town of Los Gatos and the terms of the Agreement carried out.

RMS:mam

Attachments: Agreement from the Town of Los Gatos
Location Map

cc: J. F. Van Houten, Public Works Oper. Town of Los Gatos
Herbert L. Keaton, Deputy County Counsel
JHG
DM
RBP

