

*Winchester Blvd
91 Glen*

July 7, 1966

Mrs. Jo Leibfritz, Town Clerk
Town of Los Gatos
110 East Main Street
Los Gatos, California

Subject: Agreement with Town of Los Gatos/City of Monte Sereno
For Payment of Costs of Improvement of Winchester
Blvd and Lark Avenue from Los Gatos Creek to
Daves Avenue

Dear Mrs. Leibfritz:

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 July 5, 1966 approved this agreement 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.

No. 3

July 7, 1966

Miss Winifred Frost, Clerk
City of Monte Sereno
18041 Saratoga-Los Gatos Road
Monte Sereno, California

Subject: Agreement with City of Monte Sereno/Town of Los Gatos
For Payment of Costs of Improvement of Winchester
Blvd and Lark Avenue from Los Gatos Creek
to Daves Avenue

Dear Miss Frost:

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 July 5, 1966 approved this agreement 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.

No. 3

#100

AGREEMENT BETWEEN THE CITY OF
MONTE SERENO, THE TOWN OF LOS GATOS,
AND THE COUNTY OF SANTA CLARA FOR
PAYMENT OF COSTS OF IMPROVEMENT OF
WINCHESTER BOULEVARD AND LARK AVENUE
FROM LOS GATOS CREEK TO DAVES AVENUE

THE FOLLOWING is an agreement between the County of Santa Clara, a political subdivision of the State of California, hereinafter called "County", and the City of Monte Sereno, a municipal corporation of the State of California, hereinafter called "City"; and the Town of Los Gatos, a municipal corporation of the State of California, hereinafter called "Town";

WHEREAS, City, Town and County wish to improve Winchester Boulevard and Lark Avenue (herein for convenience referred to as "said project") by resurfacing said Avenue and Boulevard and constructing necessary appurtenances to the foregoing improvements; and

WHEREAS, approximately 18 percent of the estimated cost of said project will be expended within the limits of the Town; and

WHEREAS, approximately 10 percent of the estimated cost of said project will be expended within the limits of City; and

WHEREAS, Town, City and County wish to provide for the payment of their respective shares of the costs of constructing said project;

NOW, THEREFORE, in consideration of their mutual promises, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. County shall prepare plans and specifications for the construction of said project and shall submit said plans and specifications to City and Town for approval!

2. Construction, Inspection and Insurance. Upon approval of said plans and specifications by City and Town, County shall advertise for bids for the construction of said project, award a contract therefor, and supervise the construction thereof 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

Public Works (3)

JUL 5 1966

form and limits of liability acceptable to City and Town, insuring City and Town and their employees, from and against loss, cost or expense arising out of or in any way connected with the construction of said project.

3. Payment

(a) Within thirty (30) days after approval by City of said plans and specifications, City shall pay to County the sum of \$4,000.00, which is 80 percent of the total amount presently estimated by County's Engineer to be 10 percent of the construction cost of said project.

(b) Within thirty (30) days after approval by Town of said plans and specifications, Town shall pay to County the sum of \$9,000.00, which is the total amount presently estimated by County's Engineer to be 18 percent of the construction cost of said project.

(c) As used in this agreement, the term "construction cost" of said project shall mean the sum total of all the costs incurred and expenditures made by County, including but not limited to engineering costs and expenses, costs and expenses of preparation of plans and specifications, costs and expenses for inspection, publication, advertising and printing, cost of the construction contract awarded by County for the construction of said project, cost of extra work authorized by County, and cost of all materials not included in the contract price of said construction contract.

(d) Upon completion of said project, County shall pay the cost of the construction contract awarded by County for the construction of said project and cost of extra work authorized by County to its contractor and shall thereafter prepare and furnish to City and Town a final accounting of said construction cost. Said accounting shall show the final construction cost for said project in its entirety.

(e) In the event said accounting shows that 10 percent of the final construction cost is less than the sum advanced by City to County under Paragraph 3 hereof, County shall refund to City the difference between the sum of \$4,000.00 and 10 percent of the final construction cost. In the event said accounting shows that 10 percent of the final construction cost is more than the sum advanced by City

to County under Paragraph 3 hereof, City shall pay its share of the additional amount within 30 days after approval of said accounting. In no event, however, shall the share of said construction cost borne by the City exceed the sum of \$5,000.00.

(f) In the event said accounting shows that 18 percent of the final construction cost is less than the sum advanced by Town to County under Paragraph 3 hereof, County shall refund to Town the difference between the sum of \$9,000.00 and 18 percent of the final construction cost. In no event, however, shall the share of said construction cost borne by the Town exceed the sum of \$9,000.00.

4. Annexation

(a) Notwithstanding the provisions of Paragraph 3 above, in the event of annexation by Town of any of the area of said project before approval of the plans and specifications by Town. Town's share of the cost of construction shall be 18 percent of said cost, plus the percentage the part annexed bears to the total area of said project. For purpose of computing Town's share of said cost, the following formula shall be used:

$$\frac{\text{Area of Road Project Annexed}}{\text{Total Area of Road Project}} \times 100 = \text{percent of area annexed}$$

18 percent plus percent of area annexed times cost of construction = Town's share of cost of construction.

(b) Notwithstanding the provisions of Paragraph 3 above, in the event of annexation by City of any of the area of said project before approval of the plans and specifications by City, City's share of the cost of construction shall be 10 percent of said cost, plus the percentage the part annexed bears to the total area of said project. For purpose of computing City's share of said cost, the following formula shall be used:

$$\frac{\text{Area of Road Project Annexed}}{\text{Total Area of Road Project}} \times 100 = \text{percent of area annexed.}$$

10 percent plus percent of area annexed times cost of construction = City's share of cost of construction.

5. Termination. In the event County does not award a contract for the construction of said work on or before June 1, 1967, this agreement shall terminate ipso facto upon said date and shall be of no further force or effect.

IN WITNESSWHEREOF, the parties have caused this agreement to
be executed this JUL 5 1966.

COUNTY OF SANTA CLARA

By Charles A. Quinn
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

APPROVED AS TO FORM:

JOHN R. KENNEDY, Acting County Counsel

By Herald L. Thompson
Deputy County Counsel

CITY OF MONTE SERENO, a municipal
corporation

By Chas. B. Inglis
Mayor

And _____
City Manager

Date JUN 15 1966

ATTEST:

W. Margaret Frost
City Clerk

TOWN OF LOS GATOS, a municipal
corporation

By John Jensen
Mayor

And Don E. McCall
Town Manager

Date JUN 8 1966

ATTEST:

Jo Leblond
Town Clerk



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: June 24, 1966

FOR: BOARD OF SUPERVISORS AGENDA OF July 5, 1966

FROM: E. C. STEFFANI, DESIGN, PUBLIC WORKS.

TITLE: AGREEMENT BETWEEN THE CITY OF MONTE SERENO, THE TOWN OF LOS GATOS, AND THE COUNTY OF SANTA CLARA FOR THE IMPROVEMENT OF WINCHESTER BOULEVARD BETWEEN LARK AVENUE AND DAVES AVENUE.

DESCRIPTION: This agreement provides for the resurfacing of Winchester Boulevard between Lark Avenue and Daves Avenue based upon the prorata of jurisdiction in said road. The work will be done in conjunction with the placing of the final wearing surface on Lark Avenue, which work was deferred from the cold winter of 1965-66 to a time more favorable for paving.

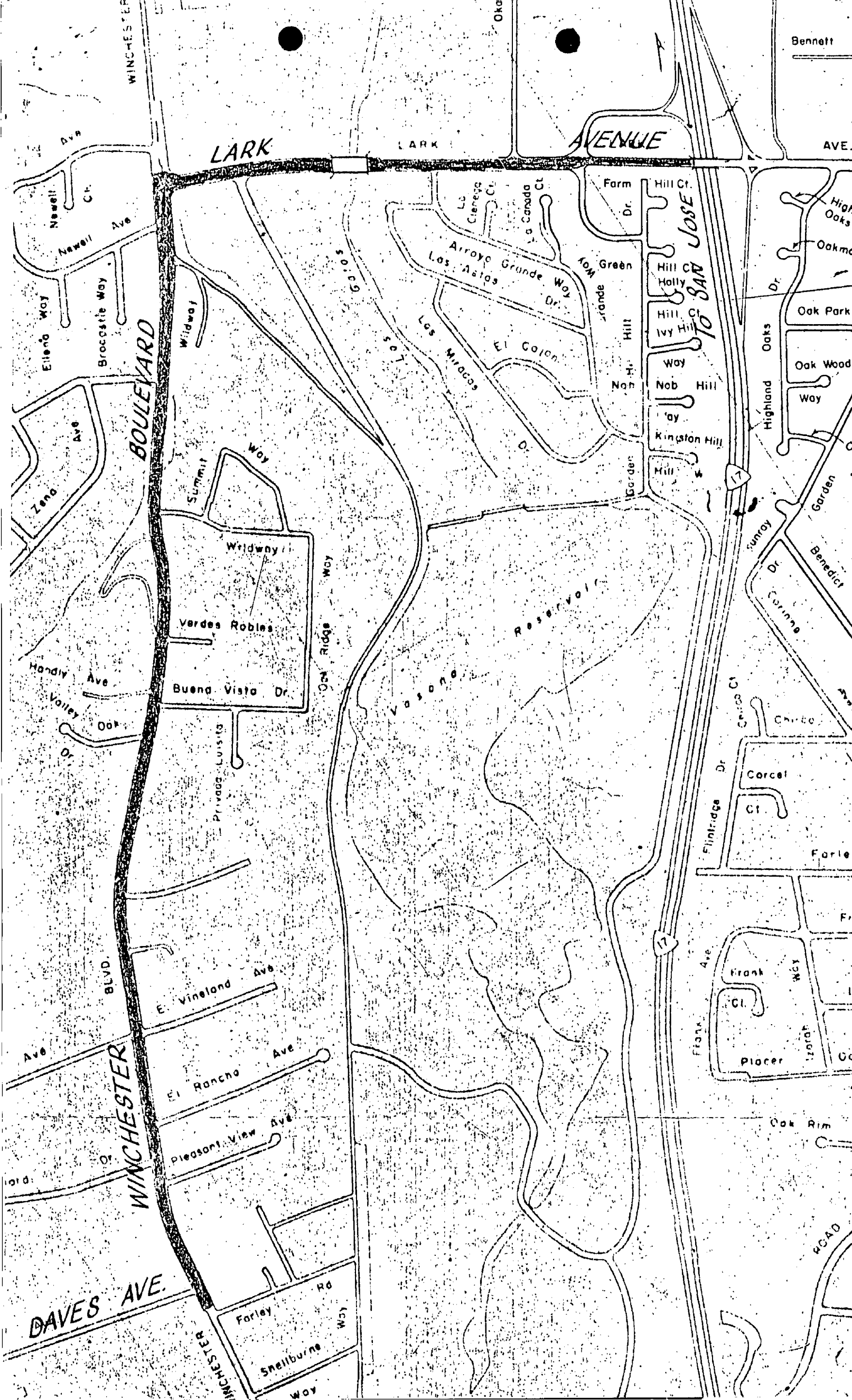
Project is expected to be advertised on or about July 11, 1966.

Approval is recommended.

APPROVED: James T. Pott
JAMES T. POTT, COUNTY ENGINEER

<u>AGENDA DATA</u>	
DATE:	<u>JUL 5 1966</u>
ITEM NO:	_____
BOARD ACTION	_____

	<u>JUL 5 1966</u>



WINCHESTER

Bennett

LARK

LARK

AVENUE

AVE.

BOULEVARD

TO SAN JOSE

Ave

Newell Ct

Newell Ave

Ellenb Way

Broccastie Way

Zena Ave

Wildway

Summit Way

Wildway II

Verdes Robles

Buena Vista Dr

Handly Ave

Valley Dr

Oak

Private Luisita

Oak Ridge Way

Las Canoas

Reservoir

La Cienega Ct

La Canada Ct

Arroyo Grande Way
Las Añas

Las Miradas

El Galon

Farm Dr

Hill Ct

Hill Ct
Holly

Hill Ct
Ivy Hill

Way
Nob Hill

Way
Kingston Hill

Mill

Kom Grande Dr

Nob Hill

Garden

High Oaks

Oak Park

Oak Wood

Way

Highland Oaks

Garden

Benedict

Curry

Curry

Corcel

Ct

Farley

Frank

Ct

Placer

Frank Way

Placer

Oak Rim

DAVES AVE

WINCHESTER

Farley Rd

Shellburne Way

Way

Flintridge Dr

Flintridge Ct

Flintridge Dr

Flintridge Dr

ROAD

AGREEMENT BETWEEN THE CITY OF
MONTE SERENO, THE TOWN OF LOS GATOS,
AND THE COUNTY OF SANTA CLARA FOR
PAYMENT OF COSTS OF IMPROVEMENT OF
WINCHESTER BOULEVARD AND LARK AVENUE
FROM LOS GATOS CREEK TO DAVES AVENUE

THE FOLLOWING is an agreement between the County of Santa Clara, a political subdivision of the State of California, hereinafter called "County", and the City of Monte Sereno, a municipal corporation of the State of California, hereinafter called "City"; and the Town of Los Gatos, a municipal corporation of the State of California, hereinafter called "Town";

WHEREAS, City, Town and County wish to improve Winchester Boulevard and Lark Avenue (herein for convenience referred to as "said project") by resurfacing said Avenue and Boulevard and constructing necessary appurtenances to the foregoing improvements; and

WHEREAS, approximately 18 percent of the estimated cost of said project will be expended within the limits of the Town; and

WHEREAS, approximately 10 percent of the estimated cost of said project will be expended within the limits of City; and

WHEREAS, Town, City and County wish to provide for the payment of their respective shares of the costs of constructing said project;

NOW, THEREFORE, in consideration of their mutual promises, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. County shall prepare plans and specifications for the construction of said project and shall submit said plans and specifications to City and Town for approval.

2. Construction, Inspection and Insurance. Upon approval of said plans and specifications by City and Town, County shall advertise for bids for the construction of said project, award a contract therefor, and supervise the construction thereof 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 of liability acceptable to City and Town, insuring City and Town and their employees, from and against loss, cost or expense arising out of or in any way connected with the construction of said project.

3. Payment

(a) Within thirty (30) days after approval by City of said plans and specifications, City shall pay to County the sum of \$4,000.00, which is 80 percent of the total amount presently estimated by County's Engineer to be 10 percent of the construction cost of said project.

(b) Within thirty (30) days after approval by Town of said plans and specifications, Town shall pay to County the sum of \$9,000.00, which is the total amount presently estimated by County's Engineer to be 10 percent of the construction cost of said project.

(c) As used in this agreement, the term "construction cost" of said project shall mean the sum total of all the costs incurred and expenditures made by County, including but not limited to engineering costs and expenses, costs and expenses of preparation of plans and specifications, costs and expenses for inspection, publication, advertising and printing, cost of the construction contract awarded by County for the construction of said project, cost of extra work authorized by County, and cost of all materials not included in the contract price of said construction contract.

(d) Upon completion of said project, County shall pay the cost of the construction contract awarded by County for the construction of said project and cost of extra work authorized by County to its contractor and shall thereafter prepare and furnish to City and Town a final accounting of said construction cost. Said accounting shall show the final construction cost for said project in its entirety.

(e) In the event said accounting shows that 10 percent of the final construction cost is less than the sum advanced by City to County under Paragraph 3 hereof, County shall refund to City the difference between the sum of \$4,000.00 and 10 percent of the final construction cost. In the event said accounting shows that 10 percent of the final construction cost is more than the sum advanced by City

to County under Paragraph 3 hereof, City shall pay its share of the additional amount within 30 days after approval of said accounting. In no event, however, shall the share of said construction cost borne by the City exceed the sum of \$5,000.00.

(f) In the event said accounting shows that 18 percent of the final construction cost is less than the sum advanced by Town to County under Paragraph 3 hereof, County shall refund to Town the difference between the sum of \$9,000.00 and 18 percent of the final construction cost. In no event, however, shall the share of said construction cost borne by the Town exceed the sum of \$9,000.00.

4. Annexation

(a) Notwithstanding the provisions of Paragraph 3 above, in the event of annexation by Town of any of the area of said project before approval of the plans and specifications by Town, Town's share of the cost of construction shall be 18 percent of said cost, plus the percentage the part annexed bears to the total area of said project. For purpose of computing Town's share of said cost, the following formula shall be used:

$$\frac{\text{Area of Road Project Annexed}}{\text{Total Area of Road Project}} \times 100 = \text{percent of area annexed}$$

18 percent plus percent of area annexed times cost of construction = Town's share of cost of construction.

(b) Notwithstanding the provisions of Paragraph 3 above, in the event of annexation by City of any of the area of said project before approval of the plans and specifications by City, City's share of the cost of construction shall be 10 percent of said cost, plus the percentage the part annexed bears to the total area of said project. For purpose of computing City's share of said cost, the following formula shall be used:

$$\frac{\text{Area of Road Project Annexed}}{\text{Total Area of Road Project}} \times 100 = \text{percent of area annexed.}$$

10 percent plus percent of area annexed times cost of construction = City's share of cost of construction.

5. Termination. In the event County does not award a contract for the construction of said work on or before June 1, 1967, this agreement shall terminate ipso facto upon said date and shall be of no further force or effect.

IN WITNESS WHEREOF, the parties have caused this agreement to
be executed this JUN 5 1966

COUNTY OF SANTA CLARA

By Charles A. Fuma
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

APPROVED AS TO FORM:

JOHN R. KENNEDY, Acting County Counsel

By Harold Thompson
Deputy County Counsel

CITY OF MONTE SERENO, a municipal
corporation

By Walter B. Inglis
Mayor

And _____
City Manager

Date JUN 15 1966

ATTEST:

Wm. J. Frank
City Clerk

TOWN OF LOS GATOS, a municipal
corporation

By Raymond A. ...
Mayor

And Walter F. ...
Town Manager

Date JUN 8 1966

ATTEST:

Jo Liberty
Town Clerk