

AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND THE COUNTY
OF SANTA CLARA FOR THE IMPROVEMENT OF BLOSSOM HILL ROAD
BETWEEN BLOSSOM HILL SCHOOL AND CAMINO DEL CERRO

This is an Agreement made and entered into by and between the County of Santa Clara, hereinafter referred to as "County", and the Town of Los Gatos, hereinafter referred to as "Town";

W I T N E S S E T H:

WHEREAS, the public interest requires that Blossom Hill Road between Blossom Hill School and Camino Del Cerro be considered to be improved in order to provide adequate road capacity and public safety; whereas, it is in the best interest of orderly and economic engineering practices to complete the preliminary project investigation through joint action of the Town and County;

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

1. Scope of Project

The scope of this project entails sufficient preliminary engineering to prepare environmental statements and conduct public hearings, as required by the Federal Highway Administration. The total project cost is estimated to be Twenty Thousand Dollars (\$20,000), which is to be shared by the Town and the County in accordance with the provisions of this agreement. It is the responsibility of any party of this agreement, when anticipating a change of the project scope or a change of the total preliminary engineering cost exceeding the amount above described, to immediately notify the other party of this agreement. It is only through mutual consent by a revised agreement executed by all parties that the change will then be valid.

signed cpy. to Town of Los Gatos; cpys. to: Counsel, Finance (w/Form 3128), Transportation Agency (3)

DEC 8 1974 *ML*

2. Revised Agreement

It is mutually understood that a revised agreement for acquisition of real property, preparation of plans, specifications, and estimates, award of a construction contract, and the sharing of costs will be required after the appropriate environmental review and public hearing processes have determined the design features to be incorporated into the project.

3. County's Estimated Share of Cost

As used in this agreement, the term "total project cost" shall mean the total of all costs incurred and expenditures made by the Town and the County in connection with preparing environmental statements and conducting public hearings, including necessary preliminary engineering costs and expenses.

The County's share of the total project cost is 50%. The estimated cost to the County is therefore Ten Thousand Dollars (\$10,000). County agrees to pay to Town the sum of Seven Thousand Dollars (\$7,000) within 21 days after Town notifies County of the Town's commencement of preliminary engineering.

4. Final Cost to County

Upon completion of said project, Town shall submit to County and County to Town a final accounting of the project cost incurred by Town and County. The total project cost shall be the sum of all actual cost incurred and expenditure made by both agencies. The final cost to County shall be fifty percent (50%) of that sum. In the event that the final cost to County is more than the amount of deposit paid by

County to Town under paragraph 3, County shall pay Town the difference. In the event that the final cost to County is less than the amount of deposit paid by County to Town, Town shall refund County the difference.

5. Records and Accounts

County and Town shall keep, maintain and render available for inspection by each other or each other's authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by County and Town on said project.

6. Termination

This agreement shall terminate on December 31, 1975, if Town has not completed the project. In the event of such termination, Town shall refund to County all sums advanced under paragraph 3 of this agreement.

7. Public Hearings and Environmental Statements

Town shall conduct all public hearings and shall prepare all environmental statements that may be required for said project by existing legislation.

8. Administering Agency

In the exercise of this joint powers agreement, Town shall be the administering agency and as such shall possess all powers common to both Town and County which may be necessary to effectuate the purpose of this agreement, subject only to the manner of exercise of such powers provided herein and the restrictions imposed by law upon

Town in the exercise of such powers.

WITNESS THE EXECUTION HEREOF the day and year first herein-
above set forth.

TOWN OF LOS GATOS, a municipal
corporation of the State of
California

By John B. Lochner
Mayor

APPROVED AS TO FORM:

"Town"

[Signature]
Town Attorney

ATTEST:

[Signature]
Town Clerk

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

By [Signature]
Chairman Board of Supervisors

DEC 3 1974

"County"

APPROVED AS TO FORM:

[Signature]
Assistant/Deputy County Counsel

ATTEST:

[Signature]
DONALD M. RAINS, Clerk of the
Board of Supervisors

**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
Dan Mc Corquodale, District 3
Ralph H. Mehrkens, District 4
Victor Galvo, District 5

Geraldine Steinberg

December 4, 1974

**Robert L. Warnick, Director of Public Works
Town of Los Gatos
P. O. Box 949
Los Gatos, California 95030**

Subject: Agreement with Town of Los Gatos

**for Improvement of Blossom Hill Road between
Blossom Hill School and Camino Del Cerro**

Dear Mr. Warnick:

Enclosed you will find a fully executed copy of the subject Agreement between the County of Santa Clara and the party named above. The Board of Supervisors at its regularly scheduled meeting on ~~December 3, 1974~~ approved this Agreement on behalf of the County.

The enclosed copy is for your records.

Very truly yours,

**BOARD OF SUPERVISORS
Donald M. Rains, Clerk**

By: Deputy Clerk

DMR:vas
Enclosure

**CC: Finance
Transportation**

No.

Job No.

Change Order No.

6.

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE December 4, 1974

Agreement

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

December 3, 1974

Project to be charged Agreement with Town of Los Gatos for Improvement of Blossom Hill Road between Blossom Hill School and Camino Del Cerro

For the amount of \$ per copy of Agreement attached

Contractor Town of Los Gatos
P. O. Box 949, Los Gatos 95030

Completion Date -----

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

**DONALD M. RAINS
Clerk of the Board**

VAS

WHITE --- CONTROLLER
CANARY -- FILE

