



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: MAY 1, 2001

April 19, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: CONTRIBUTION AGREEMENT FOR THE BEN LOMOND
STREETSCAPE PROJECT

Members of the Board:

The State of California Department of Transportation (CALTRANS) has submitted for execution an original and four copies of the attached Contribution Agreement (#OS-CA-O 116) with the County of Santa Cruz for the construction of the Ben Lomond Streetscape Project. The Streetscape Project provides for the construction of curb, gutter, sidewalk, installation of new and preservation of existing landscaping, drainage improvements, transit stop improvements and new street lighting. The Streetscape Project is being jointly designed by CALTRANS and County staff in conformance with the Ben Lomond Town Plan and CALTRANS' Highway 9 Safety Improvement Project. The Contribution Agreement allows CALTRANS to assume the lead role in the construction of the Streetscape Project through the use of the County's \$550,000 Transportation Enhancement Act grant and a \$75,000 County local match. The County local match funding is proposed in the 2001/2002 Road Budget.

The State has requested that the original and four copies of the Contribution Agreement be signed by the Chairperson of the Board and a resolution authorizing the amendment be provided for each copy. After the Contribution Agreement has been signed by the appropriate state officials, the County will be furnished a fully executed copy of the agreement for Public Works' files.

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the Contribution Agreement between the State of California and County of Santa Cruz for the construction of the Ben Lomond Streetscape Project.

2. Adopt the attached resolution authorizing the execution of the Contribution Agreement.
3. Direct the Clerk of the Board to return the signed Contribution Agreement and four copies with authorizing resolution to the State of California Department of Transportation.

Yours truly,

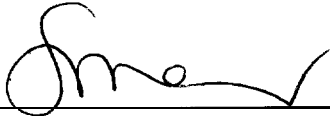


THOMAS L. BOLICH
Director of Public Works

JJP:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

0111

On the motion of Supervisor
duly seconded be Supervisor
the following resolution is adopted:

RESOLUTION AUTHORIZING EXECUTION OF CONTRIBUTION AGREEMENT
(#05-CA-0116) BETWEEN THE COUNTY OF
SANTA CRUZ AND STATE OF CALIFORNIA FOR THE CONSTRUCTION
OF THE BEN LOMOND STREETScape PROJECT

WHEREAS, the County of Santa Cruz has entered into a Contribution Agreement with the California Department of Transportation to jointly work together in designing infrastructure improvements in conformance with the Ben Lomond Town Plan.

WHEREAS, the California Department of Transportation agrees to construct the Streetscape Project in conformance with their Highway 9 Safety Improvement Project in Ben Lomond.

WHEREAS, the County agrees to a \$75,000 local match to the Transportation Enhancement Activities Grant for the construction of the Ben Lomond Streetscape Project.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that said Contribution Agreement (#05-CA-0116) is hereby approved.

BE IT FURTHER RESOLVED AND ORDERED that the Clerk of the Board is directed to return the original and four copies with a certified copy of the authorizing resolution attached to each copy to Kristine Ellingson, Department of Transportation, 50 Higuera Street, San Luis Obispo, California 93401-5415.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 0 day of _____ 2001, by the following vote:

AYES : SUPERVISORS

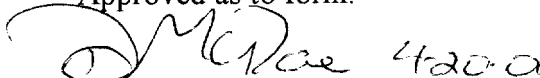
NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

 4200

Chief Assistant County Counsel

Distribution: County Counsel

CONTRIBUTION AGREEMENT

THIS AGREEMENT, ENTERED INTO ON _____ is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and

COUNTY OF SANTA CRUZ,
a political subdivision of the State of
California, referred to herein as "COUNTY"

RECITALS

(1) On April 19, 1999, the Santa Cruz County Board of Supervisors adopted Resolution No. 123-99 approving the application for funds for the 1998/99 through 2003/04 Transportation Enhancement Activities (TEA) Program for the Ben Lomond Streetscape project and guaranteeing the minimum 11.47 percent non-federal match share for the project from the 1999/00 County Road Budget.

(2) STATE contemplates the addition of left turn channelization on State Route 9 between Post Miles 9.4 and 9.7 (EA 465600 – HB 1 Minor A project) referred to herein as 'PROJECT'.

(3) COUNTY desires and has requested STATE to construct a TEA project to realign the Mill Street intersection, install planters and landscaping, improve existing bus stops, install new street lighting and improved drainage facilities, and include aesthetic treatment within PROJECT limits, referred to herein as 'IMPROVEMENTS', which exceed State standards and is willing to pay the additional cost.

(4) It is estimated that the total cost for the TEA project STPLER-5936(47) is \$625,000 (\$550,000 Regional TEA and \$75,000 local match from COUNTY Road Budget).

(5) COUNTY wishes to provide STATE with \$550,000 in Regional TEA and the required non-Federal local match from their Road Budget of \$75,000 so that STATE may proceed with IMPROVEMENTS.

(6) IMPROVEMENTS. are included in the 1998-2004 TEA program and the approved Federal Transportation Improvement Plan (FTIP).

(7) The parties hereto intend to define herein the terms and conditions under which IMPROVEMENTS are to be developed, engineered, constructed, financed and maintained.

SECTION I

0113

STATE AGREES:

(1) To design, perform all right of way activities, and advertise, award and administer the construction contract for IMPROVEMENTS and have the PROJECT construction contractor furnish and install IMPROVEMENTS as requested by COUNTY.

(2) To construct IMPROVEMENTS in accordance with plans and specifications of STATE to the satisfaction of and subject to the approval of COUNTY.

(3) After execution of this agreement, to coordinate efforts in producing a future maintenance agreement or updating an existing one to delineate maintenance and liability responsibility for IMPROVEMENTS.

SECTION II

COUNTY AGREES:

(1) To deposit with STATE within forty-five (45) days of receipt of billing therefor (which billing will be forwarded immediately following execution of this Agreement), the amount of \$75,000, which figure represents the required match for the \$550,000 in Regional TEA budgeted to fund IMPROVEMENTS.

(2) To execute the STATE-prepared Program Supplement Agreement in the amount of \$550,000, which figure represents COUNTY'S estimated share of Regional TEA authorized to fund IMPROVEMENTS.

(3) COUNTY's total obligation for said IMPROVEMENTS shall not exceed the amount of \$625,000 provided that COUNTY may, at its sole discretion, in writing, authorize a greater amount.

(4) To make all arrangements to provide the construction contractor with permits to enter and construct on lands outside of STATE's right of way in the event that such permits are necessary to accommodate construction of IMPROVEMENTS and to certify in a form satisfactory to STATE that such permits have been obtained.

(5) Maintenance and liability issues will be the subject of a subsequent maintenance agreement to be developed after execution of this agreement.

SECTION III

IT IS MUTUALLY AGREED:

(1) All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

District Agreement #05-CA-0116

(2) In the construction of said PROJECT and IMPROVEMENTS, STATE will furnish a representative to perform the functions of a Resident Engineer, and COUNTY may, at no cost to STATE, furnish a representative, if it so desires, and said representative and Resident Engineer will cooperate and consult with each other, but the decisions of STATE's Resident Engineer shall prevail.

(3) Upon completion of all work under this Agreement, ownership and title to materials, equipment and appurtenances installed within STATE's right of way will automatically be vested in STATE, and materials, equipment and appurtenances installed outside of STATE's right of way will automatically be vested in COUNTY. No further agreement will be necessary to transfer ownership as hereinabove stated.

(4) Neither STATE nor any officer or employee thereof is 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 of jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4 COUNTY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in 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.

(5) Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless COUNTY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement,

District Agreement #05-CA-0116

(6) This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE and final disposition of COUNTY's required deposit as specified in Section II, Article (1) above, or on June 30, 2003, whichever is earlier in time.

STATE OF CALIFORNIA
Department of Transportation

JEFF MORALES
Director of Transportation

BY _____
JAY D. WALTER
District 5 Director

Date: _____

Approved as to form & procedure

By _____
Attorney, Department of
Transportation

Certified as to form & procedure

BY _____
Accounting Administrator

Certified as to funds

BY _____
K. M. Copeland
Budget Manager
District 5

COUNTY OF SANTA CRUZ
701 Ocean Street, Room 410
Santa Cruz, CA 95060

BY _____
Chair, Board of Supervisors

Date: _____

Attest::

BY _____
Clerk to the Board

Approved as to funding:

BY _____
Finance Director

Approved as to form

BY _____
District Attorney

Approved as to form

BY _____
Public Works Director

