

*Story Rd # 32*

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND COUNTY OF SANTA CLARA RELATING TO THE CONSTRUCTION OF SIGNALIZATION, STREET LIGHTING AND APPURTENANCES THERETO, AT THE INTERSECTION OF WHITE ROAD AND STORY ROAD AND THE SHARING OF COSTS THEREOF

THIS AGREEMENT, made and entered into this 26 day of March, 1962, by and between the CITY OF SAN JOSE, 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, it is in the public interest that signalization, street lighting and appurtenances thereto be constructed at the intersection of White Road and Story Road; and

WHEREAS, said intersection is partially within the unincorporated territory of County and partially within City; and

WHEREAS, it is to the mutual advantage of City and County that said signalization, street lighting and appurtenances thereto be constructed and installed under a single construction contract;

NOW, THEREFORE, for and in consideration of the promises, covenants, agreements and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

1. City agrees to prepare plans and specifications for the construction of signalization, street lighting and appurtenances thereto at the intersection of White Road and Story Road and to present said plans and specifications to County and obtain County's approval of said plans and specifications prior to payment by County of the sum mentioned in Paragraph 3 hereof.

*cc: Counsel  
Pub. Works.*

2. City agrees to award, or cause to be awarded, a construction contract for said improvements and to assume and pay the total cost thereof; provided, however, that County shall pay to City a portion of said costs as hereinafter set forth in Paragraph 3 hereof.

City shall require the contractor to whom the construction contract is awarded to take out and maintain at all times during the construction work adequate public liability and property damage insurance covering all work performed by, for or on behalf of said contractor, naming the County of Santa Clara, the Board of Supervisors, and all officers and employees of the County of Santa Clara as insureds thereunder.

3. County agrees to pay to City an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). The amount of County's contribution shall be the sum of the following:

Twenty-one percent (21%) of the construction cost and twenty-one percent (21%) of the cost of construction engineering and inspection services.

4. County shall advance the said sum of \$2,500.00 to City upon execution of this agreement by County and City. Upon completion and acceptance of said improvements, City shall submit to County a detailed statement of the cost of construction thereof. In the event that the portion of the cost of construction, together with engineering and inspection services, which County has agreed to pay as above provided, is less than the said amount of \$2,500.00, City shall forthwith refund the difference to County.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

CITY OF SAN JOSE, a municipal corporation

By Paul Moore  
Mayor

And A. P. Harman  
City Manager

ATTEST:

Juan L. Serrano  
City Clerk

MAR 26 1962

COUNTY OF SANTA CLARA

By Howard P. Decker  
Chairman of the Board  
of Supervisors

ATTEST:

Jean Pullan  
Jean Pullan, Clerk of the Board  
of Supervisors



CITY CLERK

CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE CYPRESS 2-3141

April 26, 1962

- Board of Supervisors  
° County of Santa Clara  
° 70 W. Rosa  
° San Jose, California

Gentlemen:

Enclosed please find an executed copy of Agreement between City and County  
relating to construction etc at the intersection of Story and White Rds.

This copy is to be retained for your files.

FRANCIS L. GREINER  
CITY CLERK

By: M.L. Moorehead

Enc.

RECEIVED  
BOARD OF SUPERVISORS

APR 26 10 20 AM '62

COUNTY OF  
SANTA CLARA

April 4, 1962

Mr. H. J. Flannery  
City Engineer  
Room 321, City Hall  
San Jose 10, California

Subject: Agreement for signalization of Story Road and White Road

Dear Mr. Flannery:

Enclosed are the original and four copies of the above referred to agreement, which was approved by the Board of Supervisors at its meeting of March 26.

Please return one fully executed copy for our file. Thank you for your cooperation.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan  
Clerk of the Board

EO:rc  
Enc.



CITY OF SAN JOSE  
CALIFORNIA

TELEPHONE CYPRESS 2-3141  
PUBLIC WORKS DEPARTMENT  
Room 321, City Hall  
San Jose 10, California

28 February 1962

21

J. B. Enochs, Director of Public Works  
County of Santa Clara  
20 West Rosa Street  
San Jose 10, California

Re: Agreement for the Signalization  
of Story Road & White Road

Dear Sir:

Attached is cooperative agreement for the sharing  
of costs for the installation of signals at Story Road  
and White Road.

This agreement provides 21% contribution by the  
County for construction and construction engineering,  
or not to exceed \$2500. The 21% contribution is based  
on the percentage of the approach right-of-way widths  
to the intersection that lies within the County. The  
method of computation is shown in red on the attached  
plan, which plan has previously been approved by you.

If the agreement is satisfactory, will you please  
have all copies executed by the County officials and  
return to the City. After the City has executed all  
copies, one copy will be returned to you.

Very truly yours,

*H. J. Flannery*  
H. J. FLANNERY  
City Engineer

HJF:RRB:bc  
Encls. Agreement (5 cys)

*[Handwritten signature]*

SANTA CLARA  
COUNTY

MAR 5 11 10 AM '62

PUBLIC WORKS  
RECEIVED

COPY TO ENGINEER

RECEIVED  
PUBLIC WORKS  
MAR 2 11 14 AM '62

COUNTY OF  
SANTA CLARA

RECEIVED  
DEPT. OF PUBLIC WORKS  
MAR 2 1962  
COUNTY ENGINEER



COUNTY OF SANTA CLARA