

*Roads Cants + Agents
Cost Sharing - Bellerose
San Jose City*

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AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND THE COUNTY OF SANTA CLARA RELATING
TO THE CONSTRUCTION OF SIGNALIZATION,
CHANNELIZATION AND ILLUMINATION AND AP-
PURTENANCES THERETO AT THE INTERSECTION
OF STEVENS CREEK ROAD AND BELLEROSE
DRIVE AND THE SHARING OF THE COSTS
THEREOF.

THIS AGREEMENT, made and entered into this _____ day
of JAN 22 1962, 1962, by and between the CITY OF SAN JOSE, a
municipal corporation of the State of California, hereinafter re-
ferred to as "City", and the COUNTY OF SANTA CLARA, a political sub-
division 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,
channelization and illumination and appurtenances thereto be con-
structed at the intersection of Stevens Creek Road and Bellerose
Drive; and...

WHEREAS, said intersection is partially within the unin-
corporated territory of County and partially within City; and

WHEREAS, it is to the mutual advantage of City and County
that said signalization, channelization and illumination and appurte-
nances thereto be constructed and installed under a single construc-
tion 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 present those certain plans and speci-
fications heretofore prepared by City entitled, "Signalization,
Channelization and Illumination of the Intersection of Stevens Creek

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Road & Bellerose Drive", heretofore approved by the Council of the City of San Jose by Ordinance No. 9345 adopted on November 6, 1961, 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.

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 cost 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 Four Thousand Five Hundred Dollars (\$4,500.00). The amount of County's contribution shall be the sum of the following:

One-fourth (1/4) of the construction cost and one-fourth (1/4) of the cost of construction engineering and inspection services.

4. County shall advance the said sum of Four Thousand Five Hundred Dollars (\$4,500.00) to City within ten (10) days after approval of said plans and specifications. 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 \$4,500.00, City shall forthwith refund the difference to County.

IN WITNESS WHEREOF, County and City have caused this agreement to be executed on the date hereinabove set forth.

CITY OF SAN JOSE, a municipal corporation

By Paul Moore
Mayor

And A.P. Hamann
~~By Franklin D. Throffler, Deputy~~
City Manager

ATTEST:

Miriam L. Menier
City Clerk

COUNTY OF SANTA CLARA

By Howard A. Decker
Chairman of the Board of Supervisors

ATTEST:

JEAN PULLAN, Clerk of the Board of Supervisors

Eileen Owen
Deputy

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