

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS
DISTRICT IV
150 OAK STREET
SAN FRANCISCO 2, CALIFORNIA

*Road Counts + Agreements
Cost Sharing - Brokaw Rd
State Div of Highways*

Rd 15-0

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 3366, RINCON ANNEX
SAN FRANCISCO 19

May 1, 1952

PLEASE REFER
TO FILE NO.

IV-SC1-68-B
Signals:
Bayshore Highway &
Brokaw Road
SC1 Co. Coop. Proj. #6

Mr. E. T. McGehee
Clerk, County of Santa Clara
Court House
San Jose, California

Attention: Mr. Richard Olson
Deputy Clerk

Dear Sir:

Transmitted herewith, for the files of the County of Santa Clara, is a fully executed copy of a cooperative agreement between the County and the State, providing for joint financing of traffic signal and highway lighting installation at the intersection of Bayshore Highway, State Highway Route 68, and Brokaw Road. The agreement was executed by the County on September 17, 1951, and by the State on April 21, 1952.

The signal and lighting installations are to be made under contract, under the supervision of the State. The completed signal and lighting systems will be maintained and operated by the State in accordance with the Agreement for Maintenance of Traffic Signals and Intersection Lighting on State Highways in the County of Santa Clara, executed by the County on October 23, 1950, and by the State on December 11, 1950.

Very truly yours,

B. W. Booker
Assistant State Highway Engineer

By *F. W. Montell*
F. W. Montell
Assistant District Engineer
City & County Cooperative Projects

AGREEMENT

1 The County of Santa Clara, a political subdivision of
2 the State of California, hereinafter referred to as County, and
3 the State of California, Department of Public Works, Division of
4 Highways, hereinafter referred to as State, do enter into the
5 following agreement:

6 Whereas, County and State contemplate the installation
7 of traffic control signals and highway illumination at the inter-
8 section of Bayshore Highway, State Highway Route 68, and Brokaw
9 Road, near the City of San Jose;

10 Now, Therefore, It Is Agreed As Follows:

Section I

12 For and in consideration of the covenants and conditions
13 to be kept and performed by State, as set forth hereinafter,
14 County agrees as follows:

15 (a) County will pay to State upon receipt of a bill
16 therefor, the estimated amount of the County's share of the cost
17 of installing the traffic control signals and highway illumination
18 hereinbefore mentioned, such share to be an amount bearing the
19 same proportion to the total cost, including construction engineer-
20 ing and inspection, of installing said traffic control signals and
21 highway illumination as the number of roads under the jurisdiction
22 of County which enter the intersection involved bears to the total
23 number of roads entering such intersection.
24

25 It is estimated that the amount of County's share of
26 installing the traffic control signals and highway illumination
27 hereinbefore mentioned is Six Thousand Seven Hundred Dollars
28 (\$6,700.00), being one-half of the total cost of installing said
29 traffic control signals and highway illumination. The actual
30 amount of County's share shall be determined after the traffic
31 control signal installation and highway illumination are comple-

1 ted, but shall not exceed the amount mentioned in this agreement
2 unless provision for additional County funds is made in subsequent
3 agreement between County and State.

4 Section II

5 For and in consideration of the covenants and condi-
6 tions to be kept by County, as set forth in this agreement,
7 State agrees as follows:

8 (a) To make necessary surveys, prepare necessary
9 plans and specifications, and to bear all costs of said activi-
10 ties preliminary to beginning installation of the traffic control
11 signals and highway illumination hereinbefore mentioned;

12 (b) To furnish all necessary materials and install
13 traffic control signals and highway illumination hereinbefore
14 mentioned, said installations to be completed in conformity with
15 plans and specifications approved by County, the work to be done
16 by contract under supervision of the State;

17 (c) To bear State's share of total cost, including
18 construction engineering and inspection, of installing the
19 traffic control signals and highway illumination hereinbefore men-
20 tioned, such share to be an amount bearing the same proportion to
21 the total cost of said traffic control signals and highway il-
22 lumination as the number of roads under jurisdiction of State which
23 enter the intersection involved bears to the total number of roads
24 entering the intersection; also, to bear the entire cost of grad-
25 ing, pavement widening, and island construction incidental to the
26 signal system and highway lighting installation;

27 (d) Within sixty (60) days following completion of the
28 traffic control signal and highway illumination installation, State
29 will submit to County a report of the expenditures made therefor,
30 and will refund to County any amount received from County which
31

1 remains unexpended after completion of said installation.

2 SECTION III

3 It is understood and agreed by both parties hereto that the
4 traffic signal and lighting facilities covered by this agreement
5 shall be included in the facilities for which joint financing of
6 maintenance is provided by The Agreement for Maintenance of
7 Traffic Signals and Intersection Lighting on State Highways in
8 the County of Santa Clara, which agreement was executed by the
9 County of Santa Clara on the 23rd day of October 1950, and by
10 the State on the 11th day of December, 1950. The State will
11 maintain and operate the entire traffic control signal system as
12 constructed.

13 In Witness Whereof, the parties hereunto have caused this
14 agreement to be executed by their respective officers duly author-
15 ized: County on the 7th day of September, 1951, and State on
16 the 21st day of April, 1952.

17 Approved:

18 [Signature]
19 State Highway Engineer
Deputy

State of California
Department of Public Works

20 Approved as to Form & Procedure:

FRANK B. DURKEE
Director of Public Works

21 [Signature]
22 Attorney
23 Department of Public Works

By [Signature]
RUSSELL S. MUNRO, PRINCIPAL ATTORNEY

County of Santa Clara

24 [Signature]
25 Chairman of the Board of
26 Supervisors
27 ATTEST: E. T. McGEHEE, CLERK

28 By [Signature]
29 Deputy Clerk of the Board
30 Approved as to Form & Procedure

31 County Counsel

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DISTRICT IV
150 OAK STREET
SAN FRANCISCO 2, CALIFORNIA

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 3360, RINCON ANNEX
SAN FRANCISCO 19

September 14, 1951

PLEASE REFER
TO FILE NO.

Mr. E. T. McGehee
County Clerk of Santa Clara County
Court House
San Jose, California

IV-SCL-68-B
Traffic Signals
Bayshore Highway &
Brokaw Road.

Attention: Mr. Richard Olson

Dear Sir:

Attached are original and four copies of a proposed cooperative agreement between the County of Santa Clara and the State providing for joint financing of traffic signal and highway illumination installation at the intersection of Bayshore Highway, State Highway Route 68, and Brokaw Road.

Our letter of August 21, 1951 set forth details of the proposed joint financing. Your letter of August 28, 1951 stated that the Board of Supervisors approved the proposed installation and indicated willingness to participate in the financing.

If the attached agreement is satisfactory to the Board of Supervisors, please have the original and three copies executed for the County and return them to this office for completion of execution by the State. The other copy of the agreement may be retained for the County's files pending receipt of a fully executed copy.

Also, please furnish three certified copies of a resolution adopted by the Board of Supervisors, approving the agreement and authorizing its execution in behalf of the County.

The County's cooperation in this matter is appreciated.

Yours very truly

Jno. H. Skeggs
Assistant State Highway Engineer

F. W. Montell
F. W. Montell
Assistant District Engineer
City and County Cooperative Projects

FILED
SEP 17 1951

E. T. McGehee
BY *Richard Olson*
DEPUTY

cc: Mr. R. B. Chandler
Santa Clara County Road Commissioner

w-c

1 tol, but shall not exceed the amount mentioned in this agreement
2 unless provision for additional County funds is made in subsequent
3 agreement between County and State.

4 Section XI

5 For and in consideration of the covenants and condi-
6 tions to be kept by County, as set forth in this agreement,
7 State agrees as follows:

8 (a) To make necessary surveys, prepare necessary
9 plans and specifications, and to bear all costs of said activi-
10 ties preliminary to beginning installation of the traffic control
11 signals and highway illumination hereinbefore mentioned;

12 (b) To furnish all necessary materials and install
13 traffic control signals and highway illumination hereinbefore
14 mentioned, said installations to be completed in conformity with
15 plans and specifications approved by County, the work to be done
16 by contract under supervision of the State;

17 (c) To bear State's share of total cost, including
18 construction engineering and inspection, of installing the
19 traffic control signals and highway illumination hereinbefore men-
20 tioned, such share to be an amount bearing the same proportion to
21 the total cost of said traffic control signals and highway il-
22 lumination as the number of roads under jurisdiction of State which
23 enter the intersection involved bears to the total number of roads
24 entering the intersection; also, to bear the entire cost of grad-
25 ing, pavement widening, and island construction incidental to the
26 signal system and highway lighting installation;

27 (d) Within sixty (60) days following completion of the
28 traffic control signal and highway illumination installation, State
29 will submit to County a report of the expenditures made therefor,
30 and will refund to County any amount received from County which
31

1 remain unexpended after completion of said installation.

2 SECTION III

3 It is understood and agreed by both parties hereto that the
4 traffic signal and lighting facilities covered by this agreement
5 shall be included in the facilities for which joint financing of
6 maintenance is provided by The Agreement for Maintenance of
7 Traffic Signals and Intersection Lighting on State Highways in
8 the County of Santa Clara, which agreement was executed by the
9 County of Santa Clara on the 23rd day of October 1950, and by
10 the State on the 11th day of December, 1950. The State will
11 maintain and operate the entire traffic control signal system as
12 constructed.

13 In Witness Whereof, the parties hereto have caused this
14 agreement to be executed by their respective officers duly author-
15 ized: County on the _____ day of _____, 1951, and State on
16 the _____ day of _____, 1951.

17 Approved:

18 _____
19 State Highway Engineer

State of California
Department of Public Works

20 Approved as to Form & Procedure:

FRANK B. DUMAS
Director of Public Works

21 _____
22 Attorney
23 Department of Public Works

By: _____

24 County of Santa Clara

25 William V. Pfeiffer
26 _____

27 _____
28 _____
29 Approved as to Form & Procedure

30 _____
31 County Council

September 18, 1951

Re: IV-SC1-68-B
Traffic Signals Bayshore Highway
& Brokaw Road

Mr. John H. Skoggs
Assistant State Hwy Engineer
150 Oak Street
San Francisco 2, California

Att: F. W. Montell

Dear Mr. Skoggs:

Enclosed please find three certified copies of
order of the Board authorizing the Chairman to sign the
Agreement for the installation of traffic signals per the
above reference.

Sincerely yours,

BOARD OF SUPERVISORS

E. T. McGEHEE, CLERK

By

Deputy Clerk of the Board