

Duplicate original to City Clerk-City of San Jose; copy to Abed Khuzari, City Department of Public Works; S. Sadeghi, Transportation Agency (TA); and Ali Hudda-Transportation Agency 3/4/94 ej

COOPERATIVE AGREEMENT BY AND BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SAN JOSE FOR THE PHASE II STREETLIGHT SERVICE CONVERSIONS

This is a Cooperative Agreement dated \_\_\_\_\_ by and between the County of Santa Clara, hereinafter referred to as "County," and the City of San Jose, hereinafter referred to as "City," for the Phase II streetlight service conversions.

RECITALS

WHEREAS, on June 23, 1987, City's Council adopted Ordinance No. 22553 which established an underground utility district on San Carlos Street in San Jose, California from Dupont Street to Interstate 880; and

WHEREAS, on January 16, 1990, County's Board of Supervisors adopted County of Santa Clara Ordinance Code § C12-773.19 which established an underground utility district on San Carlos Street in San Jose, California from Dupont Street to Interstate 880; and

WHEREAS, on March 30, 1993, City awarded a construction contract for the Phase II work to Steiny and Company, Inc., in the amount of ninety-five thousand one hundred and twenty-three dollars (\$95,123.00) to replace within City's and County's rights-of way public streetlights and convert overhead service connections to underground service connections and, where appropriate, install electroliers (hereinafter referred to as "the Phase II work") on the portions of San Carlos Street from Buena Vista Avenue to Dupont Street; and

WHEREAS, certain portions of San Carlos Street from Buena Vista Avenue to Dupont Street are within County's jurisdictional limits, hereinafter referred to as "County's area"; and

WHEREAS, certain portions of San Carlos Street from Buena Vista Avenue to Dupont Street are within City's jurisdictional limits, hereinafter referred to as "City's area"; and

WHEREAS, the parties are agreed that it would be in their mutual best interest to have City perform the Phase II work within County's area, in conjunction with the work done within City's area,

NOW, THEREFORE, the parties agree as follows:

1. WORK

City shall provide the labor, materials and equipment necessary to perform the Phase II work within County's area, which work is currently being performed by City, with all construction plans and specifications submitted by City and approved by County.

*cja*  
ORIGINAL

2. COMPENSATION

County shall reimburse City for the cost of all of the Phase II work performed within County's area, not including any administrative expenses and costs, up to a maximum of twenty-six thousand six hundred and eighty-six dollars (\$26,686.00). Upon completion of the Phase II work, City shall provide County with an accounting of the costs owing by County. Upon approval of this accounting by County, the required reimbursement shall be delivered to City within thirty (30) days.

3. MAINTENANCE AND OPERATION

At no cost to County, City shall maintain the electroliers and all associated hardware within County's area, including, but not limited to, the poles, luminaires, conductors and pull boxes. County shall be responsible for the cost of the electricity used to energize the luminaires within County's area.

4. TERM

This Cooperative Agreement shall commence on the date that it is fully executed and shall expire thirty (30) days after City receives its final payment from County, except as otherwise provided in this agreement.

5. RECORDS AND ACCOUNTS

City shall maintain an accurate record or accounting of all of the costs expended in the performance of the Phase II work, and shall make such record or accounting available to County or its designated representatives.

6. INDEMNIFICATION

(a) It is understood that neither County, or any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Cooperative Agreement. It is also understood that, pursuant to Government Code § 895.4, City shall indemnify and hold County harmless from any liability imposed for injury (as defined by Government Code § 810.8) occurring by reason of anything done or omitted to be done by City under this Cooperative Agreement.

(b) It is understood that neither City, or any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by County, or by the contractor awarded the contract for the Phase II work, under or in connection with any work, authority or jurisdiction delegated to County under this Cooperative Agreement. It is also understood that, pursuant to Government Code § 895.4, County shall indemnify and hold City harmless from any liability imposed for injury (as defined by Government Code § 810.8) occurring by reason of anything done or omitted to be done by County under this Cooperative Agreement.

7. NOTICES

All notices required to be given hereunder, or which either party may wish to give, shall be in writing and shall be served either by personal delivery or by certified or registered mail, postage prepaid, addressed as follows:

To County: County of Santa Clara  
Transportation Agency  
General Operations  
3331 North First Street  
San Jose, California 95134

or to such other place as County may designate by written notice.

To City: City of San Jose  
Public Works Department  
801 North First Street, Room 320  
San Jose, California 95110

or to such other place as City may designate by written notice.

8. ENTIRE AGREEMENT

This Cooperative Agreement represents the entire agreement by and between the parties relative to City's performance of its Phase II work within County's area. Any prior or contemporaneous oral or written agreements by and between the parties and their agents and representatives relative to such work are revoked and extinguished by this Cooperative Agreement.

IN WITNESS WHEREOF, the parties have executed this Cooperative Agreement as follows:

County  
Date: FEB 15 1994  
Rod Diridon  
Chairperson, Board of Supervisors  
County of Santa Clara **ROD DIRIDON**

City  
Date: November 12, 1993  
Patricia L. O'Hearn  
City Clerk Patricia L. O'Hearn  
City of San Jose

ATTEST: Phyllis A. Perez, Clerk  
Board of Supervisors  
Phyllis A. Perez

APPROVED AS TO FORM:  
Catherine Kogura  
Catherine Kogura  
Deputy City Attorney

APPROVED AS TO FORM AND LEGALITY:  
Harrison D. Taylor 9-14-93  
Deputy County Counsel

RESOLUTION NO. 51799

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE CITY CLERK TO EXECUTE FOR AND ON BEHALF OF THE CITY OF SAN JOSE ALL CONTRACTS PREVIOUSLY APPROVED BY THE CITY COUNCIL.

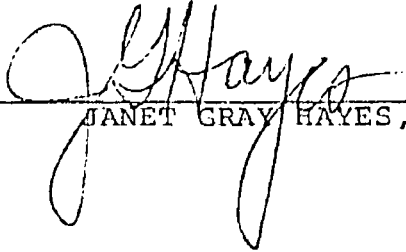
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

Notwithstanding any action heretofore taken by the City Council to the contrary, unless hereinafter otherwise provided by the City Council, the City Clerk, or in the absence of the City Clerk, the Assistant City Clerk, is hereby authorized to execute for and on behalf of the City of San Jose, all contracts previously approved by the City Council.

ADOPTED this 3rd day of July, 1979, by the following vote:

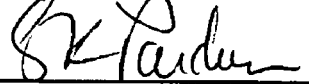
AYES: ESTRUTH, GARZA, McENERY, PEGRAM, SELF, WILLIAMS AND HAYES

The attached is a full, true and correct copy of the original on file in my office.

  
JANET GRAY HAYES, Mayor

ATTEST:  
Patricia L. O'Hearn, City Clerk  
City of San Jose, California

Dated: 11/16/93

By:  Deputy

VOID IF DETACHED

RESOLUTION NO. 51799

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE CITY CLERK TO EXECUTE FOR AND ON BEHALF OF THE CITY OF SAN JOSE ALL CONTRACTS PREVIOUSLY APPROVED BY THE CITY COUNCIL.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

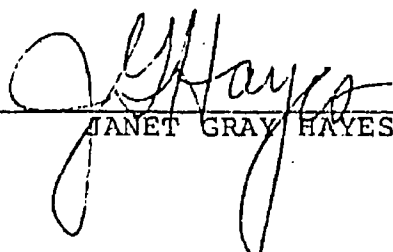
Notwithstanding any action heretofore taken by the City Council to the contrary, unless hereinafter otherwise provided by the City Council, the City Clerk, or in the absence of the City Clerk, the Assistant City Clerk, is hereby authorized to execute for and on behalf of the City of San Jose, all contracts previously approved by the City Council.

ADOPTED this 3rd day of July, 1979, by the following vote:

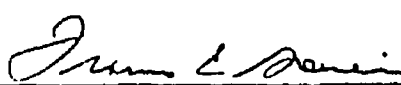
AYES: ESTRUTH, GARZA, McENERY, PEGRAM, SELF, WILLIAMS AND HAYES

NOES: NONE

ABSENT: NONE

  
\_\_\_\_\_  
JANET GRAY HAYES, Mayor

ATTEST: FRANCIS L. GREINER

  
\_\_\_\_\_  
City Clerk



Transportation Agency

Santa Clara County Bus, Light Rail, Roads, Aviation

3331 North First Street  
San Jose, CA 95134-1906

TRANSMITTAL MEMORANDUM

Page 1 of 3

Prepared by: *SA* S. Sadeghi

S.D. 4

Reviewed by: *VB* Bob Van Etten

Submitted by: Scotty Bruce

Date: January 5, 1994

APPROVED: DIRECTOR *sm*

TRANSIT DISTRICT BOARD: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

COUNTY BOARD OF SUPERVISORS: Agenda Date February 15, 1994 Item No. \_\_\_\_\_

TRANSPORTATION COMMISSION: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

*SA* FROM: Scotty A. Bruce, Deputy Director  
Highway Design and Operations

SUBJECT: AGREEMENT BETWEEN THE COUNTY AND THE CITY OF SAN JOSE TO PROVIDE FOR THE INSTALLATION OF NEW STREETLIGHTING AND THE UNDERGROUNDING OF THE SERVICE CONNECTIONS WITHIN THE COUNTY LIGHTING SERVICE AREA (CLSA)

RECOMMENDED ACTION:

Authorize the Chairperson to sign the attached agreement which provides for certain streetlight replacement and service conversions in CLSA.

FISCAL IMPLICATIONS:

The CLSA share of the City Contract is estimated to be \$26,686.00. Funds for this expenditure are included in the CLSA budget.

After construction is completed, the City will maintain the electroliers and CLSA will pay for the electricity to energize the replaced luminaries.

CONTRACT HISTORY:

See BACKGROUND for history.

Approved Accepted Adopted Denied Presented

BY THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CLARA  
Phyllis A. Perez, Clerk of the Board

By *Ernie Jones*  
Deputy Clerk

Date: FEB 4 5 1994

ORIGINAL

FEB 15 1994

APPROVED copy to S. Sadeghi, Transportation Agency (TA)-Highway Design, and Ali Hudda, TA-Finance 2/4/94

DATE: January 5, 1994

**TRANSIT DISTRICT BOARD AGENDA DATE:**

**COUNTY BOARD OF SUPERVISORS AGENDA DATE:** February 15, 1994

**TRANSPORTATION COMMISSION AGENDA DATE:**

**SUBJECT:** AGREEMENT BETWEEN THE COUNTY AND THE CITY OF SAN JOSE TO PROVIDE FOR THE INSTALLATION OF NEW STREETLIGHTING AND THE UNDERGROUNDING OF THE SERVICE CONNECTIONS WITHIN THE COUNTY LIGHTING SERVICE AREA (CLSA)

**REASONS FOR RECOMMENDATION:**

The County and the City have adopted ordinances establishing an Underground Utility District on San Carlos Street from Dupont Street to Interstate 880. This District includes a part of CLSA.

In order to complete the 2nd Phase of the work for which the Underground Utility District was formed, the City has awarded a contract to replace certain streetlights and to underground the service connections. The CLSA share of the work to be done in this phase is estimated to be \$26,686.00. The proposed agreement will provide for the payment of this amount to the City from CLSA.

**BACKGROUND:**

Based upon the adopted ordinances establishing an Underground Utility District, City is proceeding with the work necessary to install or replace certain streetlights and to convert their overhead service connections to underground service connections along San Carlos Street. The work has been divided into two construction phases.

1. Phase I - San Carlos Street between Buena Vista Avenue and I880

On August 25, 1992, the County Board of Supervisors approved an agreement between the County and the City of San Jose, for the streetlight service conversions, Phase I.

2. Phase II - San Carlos Street between Buena Vista and Dupont Street.

The City has awarded the contract and the work for Phase II is currently under construction. This includes the replacement and the undergrounding of service connections for nine CLSA streetlights.

The agreement provides that for all the work associated with installing CLSA facilities the City will be reimbursed an amount of \$26,686.00. After installation of the CLSA lights, the City will provide for the maintenance and CLSA will provide for the power.

DATE: January 5, 1994

**TRANSIT DISTRICT BOARD AGENDA DATE:**

**COUNTY BOARD OF SUPERVISORS AGENDA DATE:** February 15, 1994

**TRANSPORTATION COMMISSION AGENDA DATE:**

**SUBJECT:** AGREEMENT BETWEEN THE COUNTY AND THE CITY OF SAN JOSE TO PROVIDE FOR THE INSTALLATION OF NEW STREETLIGHTING AND THE UNDERGROUNDING OF THE SERVICE CONNECTIONS WITHIN THE COUNTY LIGHTING SERVICE AREA (CLSA)

**CONSEQUENCES OF NEGATIVE ACTION:**

The City would not be paid for the work done within the County jurisdiction.

**STEPS FOLLOWING APPROVAL:**

After the chairperson has signed the two original agreements the City's copy should be sent to  
Abed Khuzam  
Department of Public Works  
City of San Jose  
801 North First Street, Room 340  
San Jose, CA 95110

SAB:SMS:dh  
Attachment

cc: SAB  
WAB  
RVE



COUNTY OF SANTA CLARA  
CALIFORNIA

OFFICE OF THE BOARD OF SUPERVISORS  
County Government Center, East Wing  
70 West Hedding Street  
San Jose, California 95110  
(408) 299-4321

MEMBERS OF THE BOARD  
Michael M. Honda, District 1  
Zoe Lofgren, District 2  
Ron Gonzales, District 3  
Rod Diridon, District 4  
Dianne McKenna, District 5

March 4, 1994

Patricia L. O'Hearn, City Clerk  
City of San Jose  
801 N. First Street, Room 204  
San Jose, CA 95110

Dear Ms. O'Hearn:

SUBJECT: AGREEMENT WITH CITY OF SAN JOSE RELATING TO PROVIDING  
INSTALLATION OF STREET LIGHTS AND UNDERGROUNDING OF SERVICE  
CONNECTIONS WITHIN THE COUNTY LIGHTING SERVICE AREA

Enclosed you will find one originally signed copy of the Agreement between the County of Santa Clara and the City of San Jose. The Board of Supervisors, at its regularly scheduled meeting on February 15, 1994, authorized the execution of this Agreement on behalf of the County.

Very truly yours,



Erline Jones  
Deputy Clerk

ej  
Enclosure

f cc: Abed Khuzam, City Department of Public Works (With Agreement)  
S. Sadeghi, County Transportation (With Agreement)  
Ali Hudda, County Transportation (With Agreement)

AGENDA REVIEW TRANSMITTAL COVER SHEET

(TO BE COMPLETED BY DEPARTMENT/AGENCY)

Recommended Agenda Placement: County Board of Supervisors

Date: 1/25/94 Department Submitting: Highway Design and Operation

For Board of Supervisors Meeting on: February 15, 1994

Agenda Item Subject: Agreement between the County and the City of San Jose

to provide for the installation of new street lighting and the underground of the service connections within the County Lighting Service Area.

This item has been reviewed with: County Counsel

Processing Requirements: (Specific instructions to Clerk of the Board for distribution of approved copies):

In addition to Steps 2 through 4 approval, please send executed copies of PM + Addendum to:  
1) S. S. DeGhi, Highway Design, Schellenger,  
2) Director, Ali Ruddy

TO BE COMPLETED BY OBA

All necessary supplemental materials are attached to the transmittal.

Fiscal Implications were reviewed by OBA/Controller.

Approp. modification (if applicable) is attached and has been reviewed by the Controller's Office (and assigned a number), and by the proper OBA analyst.

Salary Ordinance (if applicable) is attached, with proper approvals.

Ordinances, contracts and other materials necessary have been reviewed and signed off by County Counsel's Office.

Grant application has been reviewed and approved by the Grants Review Committee.

This item requires a withholding questionnaire:  Yes  No

Has item been referred to appropriate commission for review?  Yes  No  N/A

TO BE COMPLETED BY OBA ANALYST AND AGENDA REVIEW CLERK

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ITEM NUMBER: TA-3

Regular Agenda Item:

Consent Calendar:

PLM:AK:djl  
May 21, 1992

JUN 23 1992

6e(28)

COPY FOR County

AGREEMENT BY AND BETWEEN THE CITY OF SAN JOSE  
AND THE COUNTY OF SANTA CLARA FOR  
STREETLIGHT SERVICE CONVERSIONS PHASE I

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of June, 1992, 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").

RECITALS

WHEREAS, the Council of the City of San Jose, on June 23, 1987, adopted Ordinance No. 22553 establishing an Underground Utility District on San Carlos Street from Dupont Street to Interstate 880; and

WHEREAS, the County Board of Supervisors of the County of Santa Clara, on January 16, 1990, adopted Ordinance No. NS-705.23 establishing an Underground Utility District on San Carlos Street from Dupont Street to Interstate 880; and

WHEREAS, the CITY has divided the the Underground Utility District into two (2) phases of construction as follows:

1. Phase I on San Carlos Street between Buena Vista Avenue and Interstate 880, and
2. Phase II on San Carlos Street between Buena Vista Avenue and Dupont Street; and

*NKA*  
1  
**ORIGINAL**

Application original (City copy) sent to Diana Burcher, Dept. of Public Works - City of San Jose; three conformed copies to Transportation Agency - Admin./D. Gullion - Attn. J. Sadeghi - Planning and Property. 8/31/92 adk

PLM:AK:djl  
May 21, 1992

WHEREAS, on March 24, 1992, CITY awarded the contract for Phase I to install or replace certain public streetlights and to convert their overhead service connections to underground service connections together with all work necessary to complete this work which improvements shall be hereinafter referred to as "CITY CONTRACT"; and

WHEREAS, pursuant to CITY CONTRACT, new electroliers will be installed and streetlight services will be undergrounded; and

WHEREAS, certain portions of said street lie within the jurisdictional limits of the COUNTY Lighting Service Area (CLSA); and

WHEREAS, for the best interest of the public, CITY and COUNTY desire to have new electroliers installed and streetlight services undergrounded within said portion of San Carlos Street between Buena Vista Avenue and Interstate 880 in an orderly and economical manner by including both CITY and COUNTY portions in the CITY CONTRACT.

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

1. Scope of Work: The work consists of, but is not limited to, furnishing and installing poles, luminaires, conductors, pull boxes, service cabinets, painting poles, and performing all trenching, excavation, backfilling, sidewalk restoration, grade restoration, and all other work necessary or required for a satisfactory and legally operable streetlight installation; all where and as shown on the CITY plans

entitled, "San Carlos Street Service Conversions Phase I, I880 to Buena Vista," and in accordance with the CITY specifications entitled, "Specifications for the Improvement Plans of San Carlos Street Service Conversions Phase I, I880 to Buena Vista."

2. Plans, Specifications, and Estimates: CITY has prepared and submitted plans, specifications, and estimates for CITY CONTRACT to COUNTY for COUNTY's approval.
3. Award of Contract and Construction: CITY has awarded and will administer a contract for construction of the CITY CONTRACT. CITY reserves the right to revoke any or all items of work for this CITY CONTRACT.
4. Cost Sharing of Project: The CITY CONTRACT shall be funded by CITY and by COUNTY. Each party's share shall be prorated based on the construction cost of the improvements within the respective party's jurisdictional boundaries excluding any CITY or COUNTY administration costs. COUNTY's share of the CITY CONTRACT is based on CITY design and actual bid items and is \$23,486. Other associated costs are contingency; ten percent (10%) or \$2,300 and utility company related services to disconnect and reconnect fees of \$2,520. Total COUNTY share of the CITY CONTRACT is \$28,306. The CITY's share will be all the cost except that amount paid by the COUNTY.
5. Payment of Project Costs: CITY shall send COUNTY a statement of costs within 30 days after the execution of this Agreement. COUNTY agrees to deposit \$28,306 with CITY within 30 days of issuance of the statement:

- a. Within 30 days of completion of CITY CONTRACT, CITY shall determine the actual cost and advise COUNTY of COUNTY's share of the cost based on the contract unit costs of items constructed in COUNTY's jurisdictional boundaries.
  - b. Should COUNTY's final cost exceed the amount deposited with CITY, CITY shall inform COUNTY in advance of any additional cost exceeding the maximum COUNTY share of the cost. Any additional cost may be authorized by an amendment to this agreement.
  - c. Should COUNTY's final cost be less than the amount deposited with CITY, CITY shall refund the excess amount to COUNTY within 30 days of final accounting by CITY.
6. Maintenance and Operation: The sharing of cost for the maintenance and operation of the electroliers within that certain portion of the street that lies within the jurisdictional limits of COUNTY shall be as follows:
- a. CITY shall maintain the electroliers and all associated hardware at no cost to the COUNTY, and COUNTY shall pay for electricity to energize the luminaires.
7. Mutual Indemnifications and Insurance:

It is mutually understood and agreed:

- a. That neither COUNTY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this agreement. It

is also understood and agreed that, pursuant to the Government Code Section 895.4, CITY shall indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under this agreement.

- b. That neither CITY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY or by the contractor awarded the CITY CONTRACT under or in connection with any work, authority or jurisdiction delegated to COUNTY or to the contractor awarded the CITY CONTRACT under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything or omitted to be done by COUNTY under this agreement.
  
- c. CITY shall require any contractor awarded a contract for any portion of the CITY CONTRACT to secure and maintain in full force and effect at all times during construction of the CITY CONTRACT and until the CITY CONTRACT is accepted by CITY, public liability and property damage insurance in forms and limits of liability satisfactory and acceptable to both COUNTY and CITY naming COUNTY and CITY and their respective officer and employee as insureds, from and

PLM:AK:djl  
May 21, 1992

against any claims, loss liability, cost or expense arising out of or in any way connected with the construction of the CITY CONTRACT.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

APPROVED AS TO FORM:

Catherine Rogusa  
Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By: Patricia L. O'Hearn  
City Clerk Patricia L. O'Hearn

APPROVED AS TO FORM AND LEGALITY:

Robert L. Ferguson  
Santa Clara County Counsel

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

By: Zoe Lofgren AUG 25 1992  
Chairperson, Board of Supervisors  
Zoe Lofgren

ATTEST: Phyllis A. Perez, Assistant Clerk Board of Supervisors

Phyllis Perez



SANTA CLARA COUNTY  
TRANSPORTATION AGENCY  
PLANNING DEPARTMENT

MAY 26 9 38 AM '92

COPY

COUNTY OF SANTA CLARA  
CALIFORNIA

OFFICE OF THE BOARD OF SUPERVISORS  
County Government Center, East Wing  
70 West Hedding Street  
San Jose, California 95110  
(408) 299-4321

MEMBERS OF THE BOARD  
Michael M. Honda, District 1  
Zoe Lofgren, District 2  
Ron Gonzales, District 3  
Rod Diridon, District 4  
Dianne McKenna, District 5

August 31, 1992

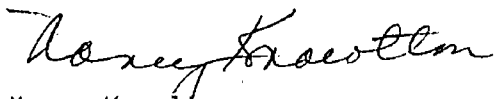
Diana Butcher  
Department of Public Works  
City of San Jose  
801 N. First Street, Room 340  
San Jose, CA 95110

Dear Ms. Butcher:

SUBJECT: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SAN  
JOSE FOR STREET LIGHT REPLACEMENTS AND SERVICE CONVERSIONS  
WITHIN THE COUNTY LIGHTING SERVICE AREA

Enclosed for your records is one fully executed original of the subject  
Agreement between the County of Santa Clara and The City of San Jose. The  
Board of Supervisors, at its regularly scheduled meeting on August 25, 1992,  
authorized the execution of this Agreement on behalf of the County.

Sincerely,



Nancy Knowlton  
Deputy Clerk

Enclosures

cc: Transportation Agency -  
Planning and Property

TA-6

APPROVED BY THE BOARD OF SUPERVISORS  
OF SANTA CLARA COUNTY

Donald W. Hahn, Clerk of the Board  
Ex-Officio, Secretary

**TRANSMITTAL MEMORANDUM**

By *James E. Pierson*  
Deputy Clerk

Page 1 of 3

Date AUG 5 1992  
S.D. 4

Prepared by Sadeghi  
Reviewed by Hagele  
Submitted by Pierson

DATE: August 6, 1992

**APPROVED:** DIRECTOR *JEP*

TRANSIT DISTRICT BOARD:	Agenda Date: _____	Item No. _____
COUNTY BOARD OF SUPERVISORS;	Agenda Date: <u>August 25, 1992</u>	Item No. _____
TRANSPORTATION COMMISSION:	Agenda Date: _____	Item No. _____

FROM: *JEP* JAMES E. PIERSON, DEPUTY DIRECTOR, PLANNING AND PROPERTY

**SUBJECT:** AGREEMENT BETWEEN THE COUNTY AND THE CITY OF SAN JOSE TO PROVIDE FOR THE INSTALLATION OF NEW STREETLIGHTING AND THE UNDERGROUNDING OF THE SERVICE CONNECTIONS WITHIN THE COUNTY LIGHTING SERVICE AREA (CLSA)

**RECOMMENDED ACTION:**

Authorize the Chairperson to sign the attached agreement which provides for certain streetlight replacements and service conversions in CLSA.

**FISCAL IMPLICATIONS:**

The CLSA share of the City Contract is estimated to be \$28,306. Funds for this expenditure are included in Budget Line Item 1528-6411-2001.

After construction is completed, the City will maintain the electroliers and CLSA will pay for the electricity to energize the replaced luminaires.

**ORIGINAL**

AUG 25 1992

Approved copies (3) to T/A Administration - D. Gullion - Attn. J. Sadeghi - Planning and Property. 8/31/92 adk

DATE: August 6, 1992

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: August 25, 1992

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE COUNTY AND THE CITY OF SAN JOSE TO PROVIDE THE INSTALLATION OF NEW STREETLIGHTING AND THE UNDERGROUNDING OF THE SERVICE CONNECTIONS WITHIN THE COUNTY LIGHTING SERVICE AREA (CLSA)

REASONS FOR RECOMMENDATION:

The County and the City have adopted ordinances establishing an Underground Utility District on San Carlos Street from Dupont Street to Interstate 880. This District includes a part of CLSA.

In order to complete the 1st Phase of the work for which the Underground Utility District was formed, the City has awarded a contact to replace certain streetlights and to underground the service connections. The CLSA share of the work to be done in this phase is estimated to be \$28,306. The proposed agreement will provide for the payment of this amount to the City from CLSA.

BACKGROUND:

Based upon the adopted ordinances establishing an Underground Utility District, City is proceeding with the work necessary to install or replace certain streetlights and to convert their overhead service connections to underground service connections along San Carlos Street. The work has been divided into two construction phases.

1. Phase I - San Carlos Street between Buena Vista Avenue and I880
2. Phase II - San Carlos Street between Buena Vista and Dupont Street

The City has awarded the contract for Phase I. This includes the replacement and the undergrounding of service connections for seven CLSA streetlights.

The agreement provides that for all the work associated with installing CLSA facilities the City will be reimbursed an amount of \$28,306. After installation of the CLSA lights, the City will provide for the maintenance and CLSA will provide for the power.

The Phase II construction work has not yet been scheduled.

DATE: August 6, 1992

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: August 25, 1992

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE COUNTY AND THE CITY OF SAN JOSE TO  
PROVIDE THE INSTALLATION OF NEW STREETLIGHTING AND THE  
UNDERGROUNDING OF THE SERVICE CONNECTIONS WITHIN THE COUNTY  
LIGHTING SERVICE AREA (CLSA)

CONSEQUENCES OF NEGATIVE ACTION:

If this agreement is not approved, plans must be prepared and the County must advertise and award a contract to complete the work that must be done within CLSA.

STEPS FOLLOWING APPROVAL:

After the Chairperson has signed the two original agreements the City's copy should be sent to

Dianna Butcher  
Dept. of Public Works  
City of San Jose  
801 N. First Street, Room 340  
San Jose, CA 95110

JEP:SMS:ai

Attachment

cc: RMS  
RVE