

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE
COUNTY OF SANTA CLARA FOR MAINTENANCE OF STREET
LIGHTS ON ALMADEN EXPRESSWAY AND CAPITOL EXPRESSWAY

This agreement, made and entered into this _____ day of AUG 17 1981, 1981, 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, certain of the street lights on Almaden Expressway and Capitol Expressway in the City of San Jose (hereinafter referred to as "said expressways") are under City ownership; and

WHEREAS, said expressways are Santa Clara County Roads under County jurisdiction; and

WHEREAS, City and County desire to provide for an economical and uniform program of maintenance for said expressway street lights; and

WHEREAS, City and County desire to pay their proportionate share of the financial responsibility for the maintenance and energy costs for the street lighting systems along said expressways,

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

1. SCOPE OF AGREEMENT:

County shall henceforth assume responsibility for the service, maintenance and repair of City street lights along said expressways (identified in Exhibit "A", attached hereto) which have become worn or defective from normal use or damaged due to accidents or acts of vandalism. City shall compensate County for its costs to provide said services on a cost recovery basis.

For the purposes of this agreement, "street lights" shall be interpreted to mean lamps, luminaires, electroliers, foundations, pullboxes, conduits, conductors, and other appurtenant facilities situated within the County right-of-way.

County shall maintain and repair all electrical circuits which may exist within subject street lights, regardless of function. County shall not be responsible for the repair of damage to City Street lights not within the County right-of-way which damage renders inoperative street lights subject to this agreement.

Trans. Agency/Rel Operator Co. Council. Steve J. G. Puffer. Oscar.

2. BILLING FOR SERVICES:

County shall bill City within thirty (30) days after the end of each calendar quarter to cover maintenance and repair services performed during the preceding quarter. Such bills shall cite specific dates, locations and pole numbers and shall indicate the costs of time and materials required to effect service or repairs.

City shall pay all bills within thirty (30) days of the receipt thereof.

3. REPLACEMENT OF FACILITIES:

City street light facilities subject to this agreement shall be maintained so as to retain essentially their original appearance and function. Replacement equipment will, therefore, be equal to or an approved equivalent of the original equipment.

4. ENERGY COSTS:

City shall pay all charges for energy consumed by street lights subject to this agreement directly to the public utility providing same.

5. ADDITIONAL STREET LIGHTS:

Any future City street lights which may be installed along said expressways shall, upon completion, become subject to the terms and conditions of this agreement.

6. HOLD HARMLESS:

It is understood and agreed that neither City nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of a negligent or wrongful act or omission done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold City harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of a negligent or wrongful act or omission done by County under or in connection with any work, authority or jurisdiction delegated to County under this agreement.

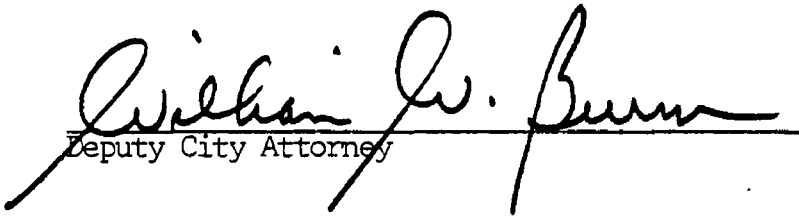
It is further understood and agreed that neither County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of a negligent or wrongful act or omission done by City under or in connection with any work, authority or jurisdiction not delegated to County under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify and hold County harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of a negligent or wrongful act or omission done by City under or in connection with any work, authority or jurisdiction not delegated to County under this agreement.

7. TERM OF AGREEMENT:

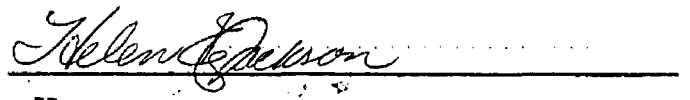
This agreement shall take effect on the date of execution hereof and shall continue in force until one (1) year after said date of execution of this agreement, with the option to either party of extending the same for successive periods of one (1) year from the latter date on the same terms as those set forth herein unless either party shall notify the other party in writing at least sixty (60) days in advance of the date on which the agreement would otherwise expire that it does not desire to extend the agreement under said option, the option shall be deemed to have been exercised, and this contract shall automatically be extended for one (1) additional year.

WITNESSETH THE EXECUTION HEREOF the day and year first herein above set forth.

APPROVED AS TO FORM:


Deputy City Attorney


CITY OF SAN JOSE, a municipal corporation


Helen E. Jackson "City"
CITY CLERK


ATTEST:

City Clerk

APPROVED AS TO FORM:


Assistant County Counsel

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

By 
Chairperson, Board of Supervisors
Rod Diridon "County"

ATTEST:

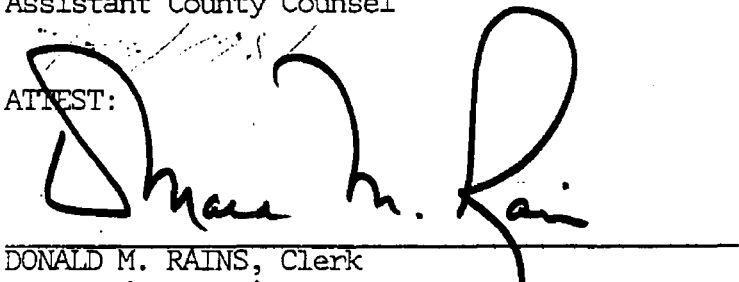

DONALD M. RAINS, Clerk
Board of Supervisors

EXHIBIT "A"

SUBJECT STREET LIGHTS

Location: Capitol Expressway

<u>Item</u>	<u>City Pole Number</u>	<u>County Pole Number</u>	<u>Street Name</u>	<u>Lamp</u>
1	10P155	CA-1810	Capitol Exp.	400W
2	10P179	CA-1812	Story Rd.	"
3	13Q122	CA-1033	Aborn Rd.	"
4	13Q123	CA-1035	"	"
5	15P101	CA-708	Capitol Exp.	"
6	15P137	CA-710	"	"
7	15P184	CA-712	Stroud Way	"
8	15P185	CA-714	Capitol Exp.	"
9	15P186	CA-716	"	"
10	16N79	CA-890	"	"
11	16N80	CA-892	"	"
12	1601	CA-893	"	"
13	1603	CA-894	"	250W
14	16023	CA-409	"	"
15	16043	CA-411	"	"
16	16061	CA-413	"	400W
17	16062	CA-415	"	"
18	16063	CA-417	Rosenbaum Ave.	175W
19	16097	CA-517	"	400W
20	16098	CA-518	"	"
21	16099	CA-519	Capitol Exp. (off)	"
22	160100	CA-520	"	"
23	160107	CA-521	"	"
24	160109	CA-522	"	"
25	16P121	CA-626	Seven Trees	250W
26	16P144	CA-610	Capitol Exp.	"
27	16P145	CA-612	"	"
28	16P146	CA-614	"	"
29	16P147	CA-616	"	"
30	16P148	CA-613	"	400W
31	16P149	CA-618	"	"
32	16P150	CA-620	"	"
33	16P151	CA-622	"	250W
34	16P152	CA-624	"	"
35	15F173	CA-801	Capitol Ford by Crk.	400W
36	-0-	CA-900	Dodge Country	"
37	-0-	CA-902	"	"
38	-0-	CA-904	"	"

Location: Almaden Expressway

<u>Item</u>	<u>City Pole Number</u>	<u>County Pole Number</u>	<u>Street Name</u>	<u>Lamp</u>
1	15M109	A-200	Wren Dr.	175W
2	15M110	A-202	"	175W
3	15M111	A-204	"	400W
4	16M122	A-166	Foxworthy	400W
5	17M4	A-700	Bryan Ave.	4000L
6	17M51	A-702	"	250W
7	17M183	A-704	"	400W
8	17M184	A-706	"	"
9	17M185	A-708	"	"
10	17M192	A-905	Almaden Exp.	"
11	17M261	A-810	"	"
12	17M262	A-812	"	"
13	17M263	A-814	"	"
14	17M264	A-816(off)	"	"
15	17M265	A-818	"	"
16	17M266	A-820(off)	"	"
17	17M267	A-822	"	"
18	18M2	A-1201	"	"
19	18M136	A-1202	"	"
20	18M137	A-1203	"	"
21	18M147	A-1205	"	"
22	18M156	A-1108	"	"
23	18M157	A-1109(off)	"	"
24	18M158	A-1110	"	"
25	18M159	A-1111	"	"
26	18M160	A-1112	"	"
27	18M161	A-1113(off)	"	"
28	18M162	A-1114	"	"
29	18M223	A-913	"	"
30	18M224	A-911	"	"
31	18N86	A-1207	"	"
32	18N87	A-1209	"	"
33	18N88	A-1211(off)	"	"
34	19M86	A-1307	"	250W
35	19M155	A-1206	"	400W
36	19M199	A-1208	"	150/70W
37	19M200	A-1210	"	175W
38	19M212	A-1212	"	175W
39	19M219	A-1214	"	400W
40	19M220	A-1216	"	400W
41	20M304	A-1218	"	400W
42	20M305	A-1220	"	400W
43	20M306	A-1222	"	400W
44	20N5	A-1600	"	400W
45	20N81	A-1601	"	250W
46	20N144	A-1308	"	175/250W
47	20N166	A-1706	"	400W
48	20N167	A-1708	"	"
49	21N131	A-1710	"	"
50	21N132	A-1712	"	"

Location: Almaden Expressway

<u>Item</u>	<u>City Pole Number</u>	<u>County Pole Number</u>	<u>Street Name</u>	<u>Lamp</u>
51	21N300	A-1714	Almaden Exp.	250W
52	21N301	A-1716	"	"
53	21N302	A-1718	"	"
54	21N303	A-1720	"	"
55	21N304	A-1722	"	"
56	21-0-101	A-1810	"	175W
57	22-0-1	A-2000	"	400W
58	22-0-2	A-2002	"	400W
59	17M399	A-828	Prosper Ave. (new)	400W

MCP:jlc
7/13/80

California

AUG 17



COUNTY EXECUTIVE OFFICE
TRANSMITTAL MEMORANDUM

S.D. Various

Page 1 of 2

DATE: July 31, 1981

COUNTY BOARD OF SUPERVISORS:	Agenda Date <u>August 17, 1981</u>	Item No. _____
TRANSIT DISTRICT BOARD:	Agenda Date _____	Item No. _____
TRANSPORTATION COMMISSION:	Agenda Date _____	Item No. _____

FROM: SHIELDS, ROADS OPERATIONS, TRANSPORTATION AGENCY

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR MAINTENANCE OF STREET LIGHTS ON ALMADEN EXPRESSWAY AND CAPITOL EXPRESSWAY

RECOMMENDED ACTION:

It is recommended that the County enter into the attached agreement with the City of San Jose to service, maintain and repair City owned street lights on Almaden Expressway and Capitol Expressway which have become worn or defective from normal use or damaged due to accidents or acts of vandalism.

The County shall be reimbursed by the City to provide this service on a cost recovery basis; therefore, there is no cost to County.

REASONS FOR RECOMMENDATION:

The reasons for the recommendations are to:

1. Eliminate jurisdictional confusion regarding which Agency is to perform maintenance work.
2. Promote a more convenient, orderly and uniform work maintenance program.
3. Reduce overall street light maintenance costs.

APPROVED: DIRECTOR _____

COUNTY EXECUTIVE _____



DATE: July 31, 1981

COUNTY BOARD OF SUPERVISORS AGENDA DATE: August 17, 1981

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR MAINTENANCE OF STREET LIGHTS ON ALMADEN EXPRESSWAY AND CAPITOL EXPRESSWAY

BACKGROUND:

Maintenance of street lights on Almaden Expressway and Capitol Expressway is currently performed by the Agency who owns the street lights. Santa Clara County owns and maintains all intersection street lights. The City of San Jose owns and maintains all street lights between intersections that are within its corporate limits. Street lights outside of City corporate limits are owned and maintained by the County.

This piecemeal maintenance responsibility has often resulted in confusion and lead to unnecessary delay in repairing street light fixtures, especially knockdowns.

It is expected that the one-Agency maintenance assignment will be more cost effective resulting in savings for both the City and the County.

CONSEQUENCES OF NEGATIVE ACTION:

The City and County will each continue to maintain their respective street lights, and the expressed maintenance problems will continue.

STEPS FOLLOWING APPROVAL:

The Agreement will be implemented.

RMS:rlf

Attachments: Agreement with the City of San Jose
Exhibit A

cc: Herbert L. Keaton, Deputy County Counsel ✓

LM

DM

RBP

EE



County of Santa Clara

California

Susanne Wilson, District 1
Zoe Lofgren, District 2
Dan McCorquodale, District 3
Rod Diridon, District 4
Rebecca G. Morgan, District 5

Mark Powell
City of San Jose

August 24, 1981

Subject: Agreement with City of San Jose
for maintenance of street lights on Almaden Expressway
and Capitol Expressway.

Enclosed you will find an original and ⁸ _____ copies of
an agreement between the County of Santa Clara and the parties
named above. The Board of Supervisors at its regularly
scheduled meeting on August 17, 1981 authorized
execution of this agreement on behalf of the County.

After execution of all copies we would appreciate your returning
5 originals to this office.

Very Truly Yours

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

Audrey Matthews
Deputy Clerk

DMR/kc
Encls.

*Powell keeping 3 for his
Supr. Joseph F. Bass*