

RESOLUTION NO. 2000-35

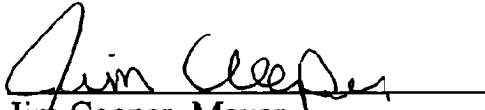
**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ELK GROVE APPROVING COUNTY SERVICE AREA 1,
AGREEMENT FOR STREET LIGHT AND HIGHWAY SAFETY
LIGHT MAINTENANCE AND OPERATION SERVICES BETWEEN
THE COUNTY OF SACRAMENTO AND THE CITY OF ELK GROVE**

WHEREAS, an agreement for Street and Highway Safety light maintenance and operations between the County of Sacramento and the City of Elk Grove would coordinate those activities which are required for CSAI to access benefiting properties and maintain and operate the Street and Highway Safety Lights in the City of Elk Grove.

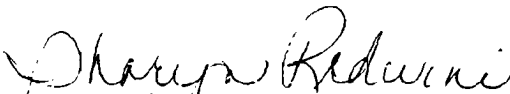
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ELK GROVE HEREBY RESOLVES AS FOLLOWS:

The City Council of the City of Elk Grove authorizes the Mayor to execute a Street Light and Highway Safety Light Maintenance and Operations Services agreement with the County of Sacramento and the City of Elk Grove.

PASSED AND ADOPTED by the City Council of the City of Elk Grove on this 6th day of December 2000.


Jim Cooper, Mayor

ATTEST:


Sharyn Redwine, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)
CITY OF ELK GROVE)

I, SHARYN REDWINE, City Clerk of the City of Elk Grove and Clerk of the Council of said city, do hereby certify that the foregoing **Resolution No. 2000-35** was duly adopted by the City Council of said city and was signed by the President of said council, at a regular meeting of said City Council held on the **6th day of December 2000** and was approved by the following vote:

AYES: **COUNCIL MEMBERS:** Michael Leary
Sophia Scherman
Dan Briggs
Rick Soares
James Cooper

NOES: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

SHARYN D. REDWINE, CITY CLERK

Sharon R. Redwine
City Clerk and Clerk of the Council
of the City of Elk Grove

**AGREEMENT FOR STREET LIGHT AND HIGHWAY SAFETY
LIGHT MAINTENANCE AND OPERATIONS
SERVICES BETWEEN THE COUNTY OF SACRAMENTO
AND THE
CITY OF ELK GROVE**

This Agreement is made and entered into this 6th day of November 2000, by and between the County of Sacramento, a political subdivision of the State of California ("County"), and the City of Elk Grove, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS:

WHEREAS, County Service Area 1 ("CSA1") provides a mechanism for assessing benefiting properties, and for the maintenance and operation of street lights and highway safety lights in the unincorporated area of the County, the City of Citrus Heights, and the City of Elk Grove; and

WHEREAS, the Local Agency Formation Commission Resolution No. LAFC 1207 Resolution of the Sacramento Local Agency Formation Commission Making Determinations for the Approval of the Incorporation of Elk Grove, California (5-96) dated June 2, 1999, waives the provisions of Government Code Section 25210.90 pursuant to Section 56375(p) and requires the City to provide street light and highway safety light maintenance as of the date of incorporation, and to consider contracting with the County for these services; and

WHEREAS, the City and County must coordinate activities, including but not limited to improvement standards and construction specification adoption, development plan review, permit issuance, construction inspection, and improvement acceptance, so that new street light

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and highway safety light equipment installed within the City is compatible with County equipment, and so that existing and newly installed street light and highway safety light equipment can be operated and maintained by County, and;

WHEREAS, County desires to provide such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, the City and the County hereby agree as follows:

1. Incorporation of Recitals

The foregoing recitals are hereby incorporated by references.

2. Scope of Services

- a) County shall perform the activities specified in the County column of the Coordination of Street Light and Highway Safety Light Installation, Maintenance, and Operation Activities Between Sacramento County and City of Elk Grove, which is attached hereto and incorporated herein as Exhibit "A".
- b) City shall perform the activities specified in the City column of Coordination of Street Light and Highway Safety Light Installation, Maintenance, and Operation Activities Between Sacramento County and City of Elk Grove, which is attached hereto and incorporated herein as Exhibit "A".

3. Service Levels

The service levels for County activities are described in the Street Light and Highway Safety Light Maintenance and Operation Activities - Target Service Levels, which is attached hereto

and incorporated herein as Exhibit "B". Time periods will not commence until County receives notice via phone, Fax, letter, or Underground Service Alert ("USA") notice. Failure to conform to the Target Service Levels shall not be a default of this Agreement.

4. Labor, Equipment and Supplies

- a) CSA1 will fund, and the County will furnish, all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform County activities as outlined in Exhibit "A".
- b) The City shall fund (through sources other than CSA1 funds) and furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform City activities outlined in Exhibit "A". City will be responsible for supplying any special supplies, stationery, notices, forms or similar items that it requires to be issued with the City logo. All such items shall be approved by the Administrator of the Public Works Agency of the County ("Administrator") and shall be provided at the City's sole cost and expense.

5. New Street Light and Highway Safety Light Facilities

- a) CSA1 will not fund the installation of new street light and highway safety light systems and equipment in developing areas, or in existing developments, except as outlined in 5 (b) herein.
- b) CSA1 may fund the design, construction, and inspection of maintenance projects utilized to install street light and highway safety light equipment which is to replace existing street light and highway safety light equipment that can no longer be maintained due to lack of parts, maintenance inefficiencies, or which has reached the end of its service life.

- c) City will provide, through assessment district, business improvement district, development conditions of approval, or other means, for the design, construction, and inspection of new street light and highway safety light equipment that City desires be installed in existing developments, or in newly developing areas.

6. Commencement of Maintenance and Operation Activities (New Facilities)

- a) City will perform improvement plan review, construction inspection and street light and highway safety light acceptance activities, including coordination with Sacramento Municipal Utilities District (SMUD) to supply power for new facilities, for facilities constructed per Section 5(c) herein.
- b) County will fund (through CSA1) the monthly energy bill for newly installed street lights and highway safety lights from the date of SMUD power connection, provided that the street light and highway safety light system is performance tested and the lights and associated street improvements accepted by the City within 90 days of SMUD electrical connection. If performance testing and acceptance do not occur within the 90 day period, County may bill City for the amount of the SMUD energy bill that accrues in the period between the ninetieth day and the date of acceptance.
- c) County will not commence maintenance, operation, or USA locating and marking activities for new street light and highway safety light equipment and installations until receipt of as-built plans and a letter of acceptance signed by the City.
- d) County reserves the right to perform an inspection of new City street light and highway safety light equipment and installation prior to commencement of maintenance and operation

activities. Deficiencies or deviations from the provisions of the County Improvement Standards, County Standard Construction Specifications, approved plans, or applicable electrical codes may be brought to the attention of City staff for correction prior to commencement of maintenance and operations activities by the County.

7. Reproduction of Plans, Databases, and Records

The City will pay the full cost of collecting and reproducing street light or highway safety light plans, documents, or databases in the County's possession of which City desires copies.

8. Banners, Signs or Decorations

City assumes liability for accidents, injuries, damage, and for visibility obstructions resulting from the installation of banners, signs or decorative items that City permits to be mounted and maintained on street light and highway safety light poles, whether the banners, signs, or decorative items are installed under City Encroachment Permit or not.

9. Term

This Agreement shall be effective July 1, 2000, and shall continue in effect as long as City territory is included in County Service Area 1 for street light and highway safety light services.

10. Termination

Either party may initiate proceedings for the exclusion of City territory from CSA1 for any reason and without cause. Upon the effective date of such exclusion, this Agreement will terminate, and the City shall pay:

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- a) One-half of the costs incurred by County for deleting City properties from the CSA1 assessment/benefit database, and for removing records of City equipment from the County street light and highway safety light maintenance database and plan files; and
- b) One-half the cost of design, equipment, labor, construction, and inspection required to separate street light and highway safety light systems which are served by a single electrical service point and which straddle the City/County boundary.

The above City costs may be deducted by County from any funds owed City at the time of exclusion of the City territory from CSA1.

11. Administration

The City Manager shall administer this Agreement on behalf of the City and the Administrator shall administer this Agreement on behalf of the County.

12. Indemnification

- a) The County and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or other act or omission of City or any of its officers, agents or employees, for any dangerous or defective condition of any street light or highway safety light, or work or property of the City, or for any illegality or unconstitutionality of the City's ordinances. The City shall indemnify and hold the County and its officers, agents, employees, and independent contractors harmless from any claim or liability whatsoever, based or asserted upon the condition of any street light or highway safety light, or work or property of the City, upon the illegality or unconstitutionality of any City ordinances that the Administrator has enforced, or upon any act or omission of the City or its officers, agents,

employees and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the City shall defend at its expense, including attorney fees, the County and its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such conditions of any such street light or highway safety light or work or property, such alleged illegality or unconstitutionality of a City ordinance, or such alleged acts or omissions.

- b) County shall indemnify and hold the City and its officers, agents, employees and independent contractors harmless from any claim or liability whatsoever, based or asserted upon negligent acts or omissions of the County or its officers, agents, employees and independent contractors related to services provided under this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the County shall indemnify and defend at its expense, including reasonable attorney fees, the City and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged negligent acts or omissions.

13. Assignment

Neither party hereto shall assign, subcontract, or transfer any interest in this Agreement, or any duty hereunder, without the prior written consent of the other party, and no assignment shall be of any force or effect whatsoever unless and until the other party furnishes such written consent.

14. Amendments

This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties hereto.

15. Entire Agreement

This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

16. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal, provided that such invalidity does not materially affect the respective rights and obligations of the parties.

17. Successors and Assigns

This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, provided that the required consent has been obtained pursuant to Section 13 above.

18. Notices

Any notice, demand, request, consent, or approval that either party hereto may, or is required to, give the other shall be in writing and shall be deemed to have been received three (3) days after being deposited in the United States mail, first class postage prepaid, and addressed as follows:

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TO COUNTY:

Public Works Agency
County of Sacramento
827 7th Street, Room 304
Sacramento, CA 95814
Attn: Director, Department of Transportation

TO CITY:

City Manager
City of Elk Grove

Either party hereto shall have the right to serve any notice by personal delivery, and change the address at which it will receive such communications by giving fifteen (15) days advance notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day of the year first written above.

CITY OF ELK GROVE, a municipal corporation

Dated: _____, 2000

By

Mayor, City of ELK GROVE

(SEAL)

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

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COUNTY OF SACRAMENTO, a political
Subdivision of the State of California

Dated: _____, 2000

By: _____
Chair, Board of Supervisors

(SEAL)

Attest:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Deputy County Counsel

EXHIBIT A

**COORDINATION OF STREET LIGHT AND HIGHWAY SAFETY LIGHT
INSTALLATION, MAINTENANCE, AND OPERATION ACTIVITIES
BETWEEN SACRAMENTO COUNTY AND CITY OF ELK GROVE**

ACTIVITY	RESPONSIBLE AGENCY	
	CITY	COUNTY
EXECUTE MAINTENANCE AND OPERATIONS AGREEMENT	X	X
ADOPT COUNTY IMPROVEMENT STANDARDS AND STANDARD CONSTRUCTION SPECIFICATIONS FOR STREET LIGHT PLACEMENT AND EQUIPMENT	X	
REVIEW AND APPROVE DEVELOPER'S IMPROVEMENT PLANS, INCLUDING STREET LIGHT FACILITIES AND EQUIPMENT	X	
COORDINATE DEMOLITION PERMITS TO ENSURE UNINTERRUPTED POWER SUPPLY TO STREET LIGHTS	X	
REVIEW AND APPROVE THE DESIGN AND USE OF NON-STANDARD STREET LIGHT EQUIPMENT (MUST BE APPROVED BY BOTH CITY AND COUNTY)	X	X
PROVIDE INSPECTION AND MONITOR STREET LIGHT CONSTRUCTION ACTIVITIES	X	
COORDINATE POWER SUPPLY AND TURN ON WITH SMUD	X	
PERFORMANCE TEST AND ACCEPT NEW STREET LIGHTS	X	
SUPPLY AS-BUILT PLANS AND ACCEPTANCE LETTER TO COUNTY	X	
KEEP COUNTY UPDATED ON CITY'S STAFF MEMBERS RESPONSIBLE FOR DEVELOPMENT CONDITIONING, IMPROVEMENT PLAN REVIEW, AND CONSTRUCTION INSPECTION	X	
NUMBER AND ENTER NEW LIGHTS INTO MAINTENANCE INVENTORY		X
COORDINATE WITH SMUD TO ADD LIGHTS TO CSA 1 ENERGY BILL		X
PAY SMUD BILLS		X
DETERMINE BENEFITING PROPERTIES AND ADD TO ASSESSOR'S DATABASE FOR LEVY COLLECTION		X

ACTIVITY	RESPONSIBLE AGENCY	
	CITY	COUNTY
PREPARE ANNUAL BUDGET AND ENGINEER'S REPORT, AND SET HEARINGS TO ADOPT DIRECT LEVY		X
RECEIVE SERVICE REQUESTS FOR STREET LIGHTS NEEDING REPAIR	X	X
INVESTIGATE AND RESPOND TO REQUESTS FOR NEW STREET LIGHTS	X	
INVESTIGATE AND RESPOND TO REQUESTS FOR NEW HIGHWAY SAFETY LIGHTS		X
RESPOND TO UNDERGROUND SERVICE ALERT NOTIFICATIONS (REVIEW PLANS AND MARK FACILITIES IN FIELD)		X
MAINTAIN STREET LIGHT POLES, LIGHT FIXTURES, WIRING, AND POWER SUPPLIES		X
PROVIDE TO THE COUNTY TRAFFIC ACCIDENT REPORTS INVOLVING DAMAGE TO STREET LIGHT POLES OR EQUIPMENT	X	
REPLACE EQUIPMENT DAMAGED IN AUTO ACCIDENTS AND TRACK TIME AND MATERIALS EXPENSES		X
PURSUE REIMBURSEMENT FROM RESPONSIBLE PARTY FOR FACILITIES DAMAGED IN AUTO ACCIDENTS		X
PERFORM NIGHT CHECK OF STREET AND HIGHWAY SAFETY LIGHT OPERATION		X
COORDINATE OPERATION AND MAINTENANCE OF SMUD OWNED AND MAINTAINED LIGHTS		X
REVIEW AND ISSUE PERMITS FOR DECORATIVE BANNERS OR SIGNS MOUNTED ON STREET LIGHT POLES	X	
PROVIDE ENGINEERING AND INSPECTION OF MAINTENANCE CONTRACTS (E.G. POLE PAINTING/ENERGY CONSERVATION RETROFIT/SERVICE POINT RELOCATION)		X

EXHIBIT B**STREET LIGHT AND HIGHWAY SAFETY LIGHT MAINTENANCE AND
OPERATION ACTIVITIES - TARGET SERVICE LEVELS**

ACTIVITY	DESCRIPTION	RESPONSE TARGET
SERVICE REQUESTS/TROUBLE CALLS**	Cycling or dark lights, noisy equipment	Repair/replace equipment within 5 working days
EMERGENCY CALLS**	Traffic accident knockdowns, exposed wiring	Remove damaged equipment, protect exposed wiring within 1 hour, 24 hours per day, 7 days per week
SCHEDULED NIGHT INSPECTION (COMMERCIAL)	Night check of lights on frontage of commercial properties	3 times per year
SCHEDULED NIGHT INSPECTION (RESIDENTIAL)	Night check of lights on frontage of residential properties	1 time per year
UNDERGROUND SERVICE ALERT (USA) LOCATING AND MARKING	Monitor USA notification network, review improvement plans, mark underground facilities in field	48 Hours

**Response times to service requests and emergency situations can be greatly reduced if the caller provides the street light pole number as this eliminates the need to confirm that the equipment is County maintained and operated. The pole number is the 5-digit number in 2-inch high black numerals usually located on the street side of the pole 7 to 8 feet above the ground.