

**AMENDMENT NO. 1
TO
AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS
IN CITY OF SANTA CLARA**

This Amendment No. 1 to the Agreement for Maintenance of State Highways in City of Santa Clara is made and entered into by and between STATE of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and City of Santa Clara, hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, an "Agreement for Maintenance of State Highways in City of Santa Clara", hereinafter referred to as "AGREEMENT", as provided for in Section 130 of the Streets and Highways Code, was executed by CITY on July 5, 1988, and

WHEREAS, AGREEMENT by its terms provides that it may be amended or terminated at any time upon mutual consent of PARTIES; and

WHEREAS, PARTIES hereto now desire that AGREEMENT be amended.

NOW, THEREFORE, PARTIES agree to amend AGREEMENT as follows:

1. The improvements listed below have been, or soon will be, installed on State Right of Way as part of the addition of the HAWK (Pedestrian Hybrid Beacon) System on El Camino Real (SR82) at Alpine Avenue, Buchanan Drive, Morse Lane, and Harrison Street.
2. The attached Amendment No. 1 pages 1, 7, and 7b shall be substituted for like-numbered pages in the existing agreement dated July 5, 1988.
3. STATE costs and expenses assumed under the terms of this Agreement Amendment, if any, are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE.

TERMINATION - This Agreement Amendment may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

TERM OF AGREEMENT AMENDMENT - This Amendment shall become effective on the date as shown below and shall remain in full force and effect until amended or terminated at any time upon mutual consent of PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this

Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

CITY OF SANTA CLARA

STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION

By: Deanna J. Santana
City Manager

LAURIE BERMAN
Director of Transportation

By

By: Jennifer Yamaguma
Acting City Clerk

David Ambuehl Date
Deputy District Director
Maintenance

By: Brian Doyle
City Attorney

Attachments:
Pages 1, 7, and 7b.

AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE CITY

OF

SANTA CLARA

This AGREEMENT, made and executed in duplicate this 5th day of July, 1988, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "the STATE" and the City of Santa Clara hereinafter referred to as "the CITY".

W I T N E S S E T H:

A. RECITALS:

The parties desire to provide for the CITY to perform particular maintenance functions on the State highway(s) within the CITY as provided in Section 130 of the Streets and Highways Code.

B. AGREEMENT:

This Agreement shall supersede any previous AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE CITY OF SANTA CLARA and/or Amendments thereto with the CITY.

In consideration of mutual covenants and promises herein contained, it is agreed:

The CITY will perform such maintenance work as is specifically delegated to it, on State highway routes or portions thereof, all as hereinafter described under Section H hereof or as said section may be subsequently modified with the consent of the parties hereto acting by and through their authorized representatives.

C. MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets and Highways Code as follows:

Sec. 27. "(a) The preservation and keeping of rights-of-way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.

H. DELEGATION OF MAINTENANCE:

The specific maintenance function indicated below (and on "EXHIBIT A") is hereby delegated to the CITY. This delegation of maintenance function set forth herein does not include areas and functions of which the control and maintenance rest with the local authority under the terms of Freeway Agreements and/or Freeway Maintenance Agreements.

ROUTE NO.	LENGTH MILES	DESCRIPTION OF ROUTING	PROGRAM DELEGATED	MAXIMUM ANNUAL AUTHORIZED EXPENDITURE
82	4.17	The Alameda from east city limits at Portola Avenue to El Camino Real; along El Camino Real to west city limits approximately 1100 feet west of Lawrence Expressway, a length of 4.17 miles. Also, completed portion of realignment from Chapman Court northerly along Campbell Avenue to Franklin Street, a length of 0.70 mile. Future final realignment from Franklin Street to Lafayette Street, a length of 0.60 mile. (See Footnotes 1,2,3,4,5,6, and 8).	HM2C HM2D HM2E HM3H HM4K	\$ 2,000.00 19,500.00 0.00 0.00 <u>\$17,860.00</u>
		Authorized Expenditure Route 82		\$39,360.00
101	2.29	Bayshore Freeway from city limits at Agnew Underpass to west city limits at west line of Calabazas Creek, a total length of 2.29 miles.	None	
237	0.05	Freeway from west city limits approximately 4050 feet east of Lawrence Expressway to east city limits approximately 4350 feet east of Lawrence Expressway, a length of 0.05 mile.	None	

Footnotes:

- (1) CITY will maintain sidewalks, curbs and gutters (including median curbs and gutters). STATE shall reimburse CITY for maintenance costs incurred for median curbs and gutters and curbs and gutters with slotted drains.

- (2) Length of Street to be cleaned - 17.0 curb miles.

Upon completion of the realignment project and relinquishment of the superseded portion of existing highway, length of street to be cleaned will be 15.84 curb miles. *Relinquished 7-10-90*
**10583515*

- (3) CITY will maintain, at CITY expense, the overcrossing structure in its entirety on Route 82 through De La Cruz Interchange.

- (4) Landscaping and trees, including ~~landscaping, trees and~~ irrigation systems in the median areas, will be maintained by the CITY at no expense to the STATE.

- (5) CITY will maintain traffic signals and safety lighting at the intersection on El Camino Real and Monroe Street.

- (6) Lighting installed by the STATE with traffic signals will be maintained by the STATE.

STATE will participate in costs of approved lighting maintained by the CITY.

- (7) CITY will maintain traffic signals and safety lighting at end of Route 280 southbound off-ramp to Stevens Creek Boulevard Undercrossing; also safety lighting of northbound on-ramp to Route 280 from Stevens Creek Boulevard Undercrossing.

- (8) CITY will operate and maintain the HAWK beacon (Pedestrian Hybrid Beacons) systems on El Camino Real (SR82) at Alpine Avenue, Buchanan Drive, Morse Lane, and Harrison Street. The actual costs for this shall be split between the City and State (33% City, 67% State).