

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS  
IN THE CITY OF SAN LEANDRO**

This Amendment No. 1 to the Agreement for Maintenance of State Highways in the City of San Leandro 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 San Leandro, hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, an "Agreement for Maintenance of State Highways in the City of San Leandro", hereinafter referred to as "AGREEMENT", as provided for in Section 130 of the Streets and Highways Code, was executed by CITY on March 1, 1995, and

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

WHEREAS, CITY desires to construct improvements under STATE issued Encroachment Permits at various locations in the City of San Leandro; including, but without limitation, Pedestrian Hybrid Beacon, pedestrian access and traffic signal improvements (high visibility crosswalk, traffic signal system, etc) at locations indicated on Exhibit C; and

WHEREAS, PARTIES hereto now desire that AGREEMENT be amended.

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

1. The attached pages dated \_\_\_\_\_, EXHIBIT A of the AGREEMENT, pages 1, and 2 shall be substituted for like-numbered pages in AGREEMENT, and shall cancel and supersede such like numbered page, becoming a part of AGREEMENT for all purposes.
2. EXHIBIT C dated \_\_\_\_\_ will be added to the AGREEMENT, becoming a part of AGREEMENT for all purposes.
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 SAN LEANDRO

STATE OF CALIFORNIA DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
By: JEFF KAY  
City Manager

TOKS OMISHAKIN  
Director of Transportation

Approved as to form:

By

\_\_\_\_\_  
RICHARD PIO RODA  
City Attorney

\_\_\_\_\_  
DAVID AMBUEHL      Date  
Deputy District Director  
Maintenance

EXHIBIT A

DELEGATION OF MAINTENANCE:

The specific maintenance function indicated below (and on EXHIBIT B and EXHIBIT C) 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
61	0.95	Doolittle Drive from Davis Street, Route 112, to west city limits near the Oakland Airport,- a length of 0.95 mile. (See footnote 1,6)	HM2C	\$ 1,000.00
			HM2D	3,700.00
Total Authorized Route 61				\$ 4,700.00
112	1.78	Davis Street from Doolittle Drive, Route 61, to East 14th Street, Route 185, a length of 1.78 miles. (See footnotes 2, 4, 5,6)	HM2C	\$ 1,000.00
			HM2D	10,000.00
			HM2E	0.00
			HM4K	750.00
Total Authorized Route 112				\$11,750.00
185	3.34	East 14th Street from south city limits 250 feet south of Plaza Drive to north city limits at Durant Avenue, a length of 3.34 miles. (See footnotes 3, 4, 5,6)	HM2C	\$ 1,000.00
			HM2D	15,000.00
			HM2E	0.00
			HM4K	4,000.00
Total Authorized Route 185				\$20,000.00
238	0.40	Freeway from city limits at Hesperian Boulevard to junction Route 880, a length of 0.40 mile.	None	0.00

Route No.	length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
580	1.85	McArthur Freeway from south city limits 665 feet north of 150th Avenue to city limits at San Leandro.Creek a length. 1.59 miles for this portion; also, freeway from city limits near Dutton Avenue Undercrossing to city limits near Foothill Boulevard Undercrossing, a length of 0.26-mile for this portion; a total length of 1.85 miles.	HM4K	\$ 150.00
Total Authorized Route 580				\$ 150.00
880	3.88	Nimitz Freeway from city limits at Lewelling Boulevard to west city limits at San Leandro Creek, a length of 3.88 miles. (See footnotes 6)	HM4K	
TOTAL AUTHORIZED EXPENDITURE				\$ 36,600.00

- (1) Length of street to be cleaned 1.9 curb miles.
- (2) Length of street to be cleaned 5.1 curb miles.
- (3) length of street to be cleaned 7.8 curb miles.
- (4) CITY will maintain landscaping at no cost to the STATE.
- (5) STATE will maintain lights connected to STATE signal circuits. CITY will maintain other lighting approved for participation by the STATE. STATE will participate in maintenance costs as provided under Program HM4K.
- (6) Maintenance of improvements constructed under an Encroachment Permit including: bulbouts with STATE's right of way; non-STATE standard materials, non-STATE standard electrical facilities, etc will be performed by CITY at no expense to STATE.

EXHIBIT C  
 MAINTENANCE AND OPERATIONS OF  
 ELECTRICAL FACILITIES

MAINTAINED BY CITY

ROUTE	PM	LOCATION	ELECTRICAL FACILITIES.	COST DISTRIBUTION	
				%	
				(including electrical energy)	
				CITY SHARE	STATE SHARE
112	1.58	Carpentier Street	EP _____ Pedestrian Hybrid Beacon	50	50
880	22.77	Marina Blvd/ northbound on ramp	0418-NSN-1294 Signal and Lightings	50	50
880	22.9	Marina Blvd/ southbound on/off ramps	0418-NSN-1294 Signal and Lightings	50	50
880	22.8	Marina Blvd/ Garfield Drive	0418-NSN-1294 Signal and Lightings	100	0