RESOLUTION NO. ______

RESOLUTION OF THE CITY COUNCIL OF PALO ALTO
RELATING TO THE AGREEMENT FOR MAINTENANCE OF
STATE HIGHWAYS IN THE CITY OF PALO ALTO

WHEREAS, the State of California, through the Department of Transportation, has presented an agreement for maintenance of state highways in the City of Palo Alto, which if executed would become effective as of July 1, 2007, and would remain in effect until amended or terminated; and

WHEREAS, the Council of the City of Palo Alto is familiar with such agreement and with the rights and duties which will fall upon the Department of Transportation and the City of Palo Alto should such agreement be executed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Palo Alto that such agreement for maintenance of the state highways in the City is hereby approved, the City Manager or his/her designee hereby is authorized and directed to execute the same for and in behalf of the City, and the City Clerk is authorized and directed to attest his signature.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

________________________________________
City Clerk

APPROVED AS TO FORM:

________________________________________
Senior Asst. City Attorney

APPROVED:

________________________________________
Mayor

________________________________________
City Manager

________________________________________
Director of Administrative Services

________________________________________
Director of Public Works
AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS
IN THE CITY OF PALO ALTO

THIS AGREEMENT is made effective this first day of July, 2007, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and the City of Palo Alto, hereinafter referred to as "CITY".

I. The parties desire to provide that the CITY perform particular maintenance functions on the State highways within the CITY as authorized in Section 130 of the Streets and Highways Code.

II. This Agreement shall supersede any previous agreement for maintenance of the identified portion of the State highways in the CITY and/or amendments thereto with the CITY.

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

IV. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual (a copy of which has been provided to the CITY, also available on the STATE website), or as may be prescribed from time to time by the District Director. "District Director", as used herein, means the District Director of the Department of Transportation assigned to the territory in which the CITY is located, or an authorized representative.

STATE reserves the option to inspect at random all areas of State highways maintained by CITY. However, such random inspection does not preempt CITY’s maintenance responsibilities as specified in this Agreement.

STATE issued encroachment permits will be required for third parties when maintenance work is re-delegated. Such re-delegated work shall be performed at the same levels of service as spelled out herein and will be subject to the same random inspections as provided for work performed directly by CITY forces.

V. The functions and levels of maintenance service delegated to the CITY in the attached Exhibit A, DELEGATION OF MAINTENANCE, has been
considered in setting authorized total dollar amounts. The CITY may perform additional work if desired. However, the STATE will not reimburse the CITY for any work in excess of the authorized dollar limits established herein.

VI. A. STATE will reimburse the CITY for the actual cost of all routine maintenance work performed by the CITY as delegated under Exhibit A of this Agreement. It is agreed that during any fiscal year, the maximum expenditure on any route shall not exceed the amount as shown in Exhibit A of this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.

The cost of maintaining electrical facilities (safety lighting and/or traffic signals) by the CITY shall be shared as shown in Exhibit B.

B. The expenditure per route for routine maintenance work, referred to above, may be increased or decreased, redistributed between routes, or additional expenditures for specific projects may be made when such adjustment of expenditures for routine maintenance or such specific work is authorized in writing by the District Director or his authorized representative.

C. Additional expenditures, or an adjustment of expenditures, once authorized shall apply during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as hereinafter specified. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of the Agreement.

VII. A new Exhibit A, DELEGATION OF MAINTENANCE, will be provided annually by the STATE for the ensuing fiscal year if necessary, to ensure an equitable annual cost allocation.

VIII. A. The CITY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than $500 shall not be submitted more than once each quarter. Bills must be submitted within six months following the close of the STATE's fiscal year on June 30th and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and will not be honored.

B. Maintenance services provided by contract or on a unit-rate basis with overhead costs included will not have these above-mentioned charges added again. An actual handling charge by the CITY for the direct cost of processing this type of bill will be allowed.
IX. Nothing in the provisions of this Agreement is intended to create duties or
obligations to or rights in third parties not parties to this contract or to
affect the legal liability of either party to the contract by imposing any
standard of care respecting the maintenance of State highways different
from the standard of care imposed by law.

X. It is understood and agreed that neither the STATE nor any officer or
employee is responsible for any damage or liability occurring by reason of
anything done or omitted to be done by the CITY under or in connection
with any work, authority, or jurisdiction delegated to the CITY under this
agreement. It is understood and agreed that pursuant to Government Code
Section 895.4, the CITY shall defend, indemnify and save harmless the
State of California, all officers and employees from all claims, suits or
actions of every name, kind and description brought for or in account of
injuries to or death of any person, or damage to property resulting from
anything done or omitted to be done by the CITY under or in connection
with any work, authority or jurisdiction delegated to the CITY under this
Agreement.

XI. It is understood and agreed that neither the CITY nor any officer or
employee thereof is responsible for any damage or liability occurring by
reason of anything done or omitted to be done by the STATE under or in
connection with any work, authority or jurisdiction delegated to the
STATE under this agreement. It is understood and agreed that pursuant to
Government Code Section 895.4, STATE shall defend, indemnify and
save harmless the CITY, all officers and employees from all claims, suits
or actions of every name, kind and description brought for or on account
of injuries to or death of any person or damage to property resulting from
anything done or omitted to be done by the STATE under or in connection
with any work, authority or jurisdiction delegated to the STATE under this
Agreement.

XII. STATE costs and expenses assumed under the terms of this Agreement
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 to pay the billing by the CITY.

XIII. This Agreement shall remain in full force and effective until amended by
the mutual consent of the parties thereto or terminated by either party upon
thirty (30) days notice to the other party.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year below written.

CITY OF PALO ALTO

Assistant City Manager

Attest:

WILL KEMPTON
Director of Transportation

By

City Clerk

USEN INYANG
Deputy District Director
Maintenance

Approved as to form:

City Attorney
DELEGATION OF MAINTENANCE

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

<table>
<thead>
<tr>
<th>Route No.</th>
<th>Length (Miles)</th>
<th>Description of Routing</th>
<th>Program</th>
<th>Delegated</th>
<th>Maximum Annual Authorized Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>1.44</td>
<td>Skyline Boulevard, from the south city limits at Engineer's Station 163+70 to city limits at Engineer's Station 161+00, a length of 0.05 for this portion; also from Engineer's Station 158+70 to Engineer's Station 156+40, a length of 0.05 mile for this portion; also, from city limits at Engineer's Station 143+80 to city limits at Engineer's Station 138+30, a length of 0.10 mile for this portion; also, from city limits at Engineer's station 135+60 to city limits at Engineer's Station 115+00, a length of 0.39 mile for this portion; also, from city limits at Engineer's Station 110+22 to city limits at Engineer's Station 94+00, a length of 0.31 mile for this portion; also, from city limits at Engineer's Station 88+60 to north city limits at Engineer's Station 60+00, a total length of 1.44 miles.</td>
<td>None</td>
<td></td>
<td>$ 0.00</td>
</tr>
<tr>
<td>82</td>
<td></td>
<td>El Camino Real, from southeast city limits at Adobe Creek to northwest city limits at San Francisquito Creek; a length of 4.02 miles. Footnotes 1,2,3,4,5,6,7,8</td>
<td>HM2C</td>
<td></td>
<td>$ 0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>HM2D</td>
<td></td>
<td>$34,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>HM2E</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>HM4K</td>
<td></td>
<td>3,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Expenditure Route 82</td>
</tr>
</tbody>
</table>
EXHIBIT "A"

<table>
<thead>
<tr>
<th>Route No.</th>
<th>Length</th>
<th>Description of Routing</th>
<th>Program</th>
<th>Maximum Authorized Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>3.62</td>
<td>Bayshore Freeway, from southeast city limits, 1,400' southeast of San Antonio Road Overcrossing to city limits at San Mateo County line at San Francisquito Creek, a length of 3.62 miles, of which half width from city limits 1,400' southeast of San Antonio Road Overcrossing to city limits at San Antonio Road Overcrossing; a length of 0.27 mile lies within the City.</td>
<td>None</td>
<td>$0.00</td>
</tr>
<tr>
<td>280</td>
<td>0.05</td>
<td>Junipero Serra Freeway, from city limits 1,800' north of Page Mill Road Undercrossing to city limits 2,050' north of Page Mill Road Undercrossing; a length of 0.05 mile.</td>
<td>None</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

TOTAL AUTHORIZED EXPENDITURE

$37,500.00

Footnotes:

1. Length of sheet to be cleaned-15.2 curb miles.

2. STATE will maintain lighting connected with State traffic signal circuits. CITY will maintain other authorized intersection lighting. STATE will participate in energy costs as shown on Exhibit B.

3. CITY will maintain, at CITY expense, all portions of the University Avenue structure across El Camino Real above the bridge deck (see Exhibit C), except as provided for hereinafter. STATE will perform structural maintenance of bridge rails. CITY at CITY expense will provide for cleaning and painting of bridge rails.

4. Maintenance of landscaped areas or other ornamental plantings in the median area, except in the vicinity of the University Avenue Overcrossing, will be performed by the CITY at no expense to the STATE. The STATE will maintain landscaping in the vicinity of the University Avenue Overcrossing.

5. STATE will issue permits for encroachments between curb lines. CITY will issue permits for encroachments between curb line and right of way line on each side (covered under a separate agreement).
EXHIBIT "A"

Footnotes (continued):

6. CITY will regulate temporary street closures on El Camino Real (State Route 82) in accordance with Palo Alto Ordinance No. 2593 as approved by the Department of Public Works on July 21, 1971.

7. STATE shall maintain drainage structures and waterways, including storm drainage grates.

8. Hardscaping, installed by CITY under encroachment permit, in the medians will be maintained by CITY, at CITY expense. Unplanted and paved medians will be maintained by STATE, at STATE expense.
MAINTENANCE PROGRAM FUNCTIONS:

The CITY shall perform only those maintenance functions delegated, as identified, in Exhibit A (Delegation of Maintenance) of this Agreement.

A brief description of those maintenance functions delegated to the CITY are as follows, identified by the Caltrans HM Families (Program) codes.

HM2C SLOPES/DRAINAGE/VEGETATION
This provides for cleaning, maintaining and repairing curbs, gutters, sidewalks and other appurtenances between the roadbed and the outer highway right-of-way boundary line. It also includes weed and brush control by chemical, biological or mechanical methods; and plant replacement, trimming and removal of trees and pest control.

Monolithic Curb and Gutter: The gutter portion is part of the pavement, which is STATE responsibility to maintain. The curb portion is part of the sidewalk, which is CITY responsibility to maintain. Should either party hereto, while making repairs to their respective portion, replace the entire curb and gutter unit, the party making such repairs will replace the entire curb and gutter unit at their own expense. Curb and gutter units located in medians will be as provided for hereinbelow.

Roadside Signs: Unless specifically authorized by STATE, STATE will not maintain or pay for maintenance of regulatory signs installed for the purpose of stopping vehicular traffic at pedestrian or school crossings nor regulatory signs installed for the prohibition or the regulation of parking.

HM2D LITTER/DEBRIS
This provides for removal of litter and debris from roadway surfaces and roadsides.

The following problems are included:
1. Debris/carcass pickup
2. Sweeping
3. Litter pickup
4. Spills of non-toxic substances
EXHIBIT "A"

HM2E LANDSCAPING
This provides for plant replacement, watering, fertilizing, removal and trimming of trees and shrubs and control of weeds in planted areas.

Monolithic curb and gutter in medians: Curb and gutter units located in either landscaped or hardscaped medians will be maintained by CITY, at CITY expense.

HM4K ELECTRICAL
This includes maintenance work performed on highway electrical facilities including flashing beacons, traffic signals, traffic signal systems, safety lighting and sign lighting. It also includes the electrical energy for these items.

The STATE will not pay for the maintenance, installation, repair, servicing, or power for ordinary street lighting. However, lighting at intersections, which qualify as safety lighting under warrants approved/accepted by the STATE will be paid for when specifically authorized by the District Director. Where such lighting has been authorized, the maintenance and energy costs thereof shall be shared between the STATE and the CITY on a pro rata basis in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs. The authorized lights are listed in Exhibit B.

The cost of maintaining traffic signals or other electrically operated traffic devices and safety lighting now in place or those which may hereafter be installed at the intersection of any STATE highway route and any CITY street shall be shared between the STATE and the CITY on a pro rata basis in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs. The same principle of cost distribution shall apply to freeway interchanges.

The above does not apply if there is an Electrical Facility Cost Sharing Agreement in force.

EXHIBIT "D"
The attached Exhibit "D" summarizes in tabular form, for convenience, the requirements described in this Exhibit "A". In the event of any discrepancy between Exhibit "A" and Exhibit "D", Exhibit "A" will govern over Exhibit "D".
### CITY OF PALO ALTO
### TRAFFIC SIGNALS & SAFETY LIGHTING
### ROUTE 82

<table>
<thead>
<tr>
<th>PM</th>
<th>INTERSECTION</th>
<th>LIGHTS</th>
<th>% STATE</th>
<th>EQUIV. UNITS*</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.02</td>
<td>Vista Ave</td>
<td>1</td>
<td>50.000</td>
<td>0.500</td>
</tr>
<tr>
<td>23.24</td>
<td>Ventura Ave</td>
<td>1</td>
<td>66.666</td>
<td>0.500</td>
</tr>
<tr>
<td>23.41</td>
<td>Wilton-Barron Aves</td>
<td>2</td>
<td>50.000</td>
<td>.667</td>
</tr>
<tr>
<td>23.92</td>
<td>Olive Ave</td>
<td>2</td>
<td>66.666</td>
<td>1.333</td>
</tr>
<tr>
<td>24.42</td>
<td>College Ave</td>
<td>2</td>
<td>50.000</td>
<td>1.000</td>
</tr>
<tr>
<td>25.45</td>
<td>Embarcadero Rd</td>
<td>2</td>
<td>50.000</td>
<td>3.000</td>
</tr>
<tr>
<td>25.88</td>
<td>University Ave</td>
<td>6</td>
<td>50.000</td>
<td>3.000</td>
</tr>
</tbody>
</table>

**LIGHTS** - High Pressure Sodium 250 Watt Electroliers

* 8.5 Total Equivalent Units
LEGEND

Area maintained by CITY (1)

Note:

(1) CITY does not assume responsibility for ADA upgrades under this agreement.
<table>
<thead>
<tr>
<th>Item</th>
<th>Route 35</th>
<th>Route 82</th>
<th>Route 101</th>
<th>Route 280</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bike &amp; Ped Paths</td>
<td>a</td>
<td>a</td>
<td>b</td>
<td>✓</td>
</tr>
<tr>
<td>Bridge Mtc.</td>
<td></td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Curb Repair</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Lighting</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HAZMAT spills</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping &amp; Irrigation</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Median Island Curbing</td>
<td>✓</td>
<td>✓</td>
<td></td>
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</tr>
<tr>
<td>Non-Haz spills</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Pavement Maintenance</td>
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<tr>
<td>Pavement Markings</td>
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<tr>
<td>Pump Mtc.</td>
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<td></td>
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<tr>
<td>Regulatory Signs</td>
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<tr>
<td>Roadside</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Litter/Debris/Carcass</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidewalk</td>
<td>✓</td>
<td>h</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signs-Overhead Street Name</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slopes/ Drainage/ Vegetation</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Name Signs</td>
<td>✓</td>
<td>i</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Sweeping</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Tree Maint.</td>
<td>✓</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Striping</td>
<td>✓</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Traffic Signals</td>
<td></td>
<td>✓</td>
<td></td>
<td>n/a</td>
</tr>
</tbody>
</table>

**Notes**

a. When contiguous with the traveled way pavement
b. Refer to pre-existing Freeway Agreements and/or Freeway Maintenance Agreements for specific requirements.
c. City will sweep and pickup debris on Ped. O/C
d. See Exhibit "A" footnote 2 and Exhibit "B" Traffic Signals and Safety Lighting
e. Exhibit "A" - Footnote #4, STATE responsible for landscape and irrigation at University Ave O/C. All other is CITY maintained at CITY expense.
f. See HM2C SLOPES/DRAINAGE/VEGETATION of Exhibit "A".
g. Only on street above pavement at Embarcadero Rd. and San Antonio Rd. O/C's
h. See HM2C SLOPES/DRAINAGE/VEGETATION of Exhibit "A".
i. Standard street name signs
j. Per Exhibit"A" Footnote 1.
n/a Not applicable - no such facilities