



Meeting Date: 7/18/06

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Cynthia Daniels, AICP *CD* Agenda Item No. I-9
 Reviewed By: City Manager *[Signature]* City Attorney *Kimbell* Finance *PK* Other NA

DATE: June 29, 2006

TO: City Council

FROM: *[Signature]*
Lon Balderrama
City Engineer

SUBJECT: Agreement with the California Department of Transportation for the Pleasant Valley Road Interchange on Highway 1, and Agreement with the County of Ventura for Maintenance of Dodge Road and Traffic Signal at Pleasant Valley Road and Dodge Road

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an agreement with State of California Department of Transportation (Caltrans) for freeway maintenance at the Pleasant Valley Road interchange on Highway 1 (Agreement No. A-6531).
2. Approve and authorize the Mayor to execute an agreement with the County of Ventura for maintenance of Dodge Road and traffic signal as a result of the construction of the Pleasant Valley Road interchange on Highway 1 (Agreement No. A-6095).

DISCUSSION

The interchange on Highway 1 at Pleasant Valley Road was completed several years ago. Caltrans requires an agreement with the City so Caltrans can transfer jurisdiction for facilities it constructed but does not intend to retain for the interchange. The freeway maintenance agreement acknowledges the road closures completed by Caltrans on Etting Road and Maulhardt Road as part of the interchange improvements. The City would accept control and maintenance of the cul de sac at Maulhardt Drive and the new extension of Dodge Road between Pleasant Valley Road and the city limits.

Dodge Road was intended to be a City road within the city limits. When the initiative "Save Open-Space and Agricultural Resources (SOAR)" was approved by the voters, the City's urban restriction boundary ("CURB") excluded the planned extension of Dodge Road. Dodge Road is a principal access road for a large mobile home park within the City. The staff at the County and City negotiated a

Agreements Pleasant Valley/Hwy 1 Interchange; Dodge Road
June 23, 2006
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compromise whereby the City would maintain Dodge Road outside the city limits, and the County would maintain the traffic signal and intersection at Pleasant Valley Road and Dodge Road. The agreement for maintenance of Dodge Road and traffic signal was created to split the responsibility for this new roadway between the City and County. This agreement was drafted in 2002 but placed on hold until Caltrans delivered the freeway maintenance agreement.

FINANCIAL IMPACT

The cost to maintain Dodge Road and the cul de sac at Maulhardt Road would be absorbed as part of the ongoing streets maintenance budget in the Public Works Department.

LB:CD

Attachment #1 - Agreement No. A-6531
#2 - Agreement No. A-6095

Note: The Exhibit A of Agreement No. A-6531 has been provided to the City Council. Copies are available for review at the Circulation Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting and at the City Clerk's Office after 8:00 a.m. on **Monday**.

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FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate this _____, day of _____, 2006, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE," and the CITY of Oxnard, hereinafter referred to as the "CITY" witnesseth:

WHEREAS, February, 2001, construction began in the County of Ventura, within the City of Oxnard on Route 1 to modify the interchange at Pleasant Valley Road overcrossing, and

WHEREAS, said interchange has now been completed, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to CITY streets or portions thereof, within the interchange limits, and

WHEREAS, the CITY has resumed or will resume control and maintenance over each of the relocated or reconstructed CITY streets except on those portions thereof adopted as a part of the freeway proper as shown on Exhibit "A".

MAINTENANCE DEFINED:

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

Sec. 27. " (a) The preservation and keeping of right of way, 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."

" (b) Operation of special safety conveniences and devices, and illuminating equipment."

" (c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements or other unusual or unexpected damage to a roadway, structure or facility."

NOW THEREFORE, IT IS AGREED:

1. When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described, which affects the Maintenance of the area described, STATE will provide a new dated and revised Exhibit "A", which is made a part hereof by this reference, which will supersede the original Exhibit and which will become part of this agreement.

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2. INTERCHANGE OPERATION:

It is the responsibility of STATE to provide efficient operation of freeway interchanges including ramp connections to local streets and roads. The maintenance and energy costs of the traffic signal and safety lights at the intersection of Pleasant Valley Road/Oxnard Boulevard/Rice Avenue southbound off-ramp shall be shared in accordance with the existing master agreement for traffic signal maintenance between CITY and STATE. Timing of traffic signals shall be the responsibility of the CITY.

3. LEGAL RELATIONS AND RESPONSIBILITIES:

Nothing in the provisions of this agreement is intended to create duties or obligations to or rights in third parties not party to this agreement or affect the legal liability of either party to the agreement by imposing any standard of care with respect to the maintenance of STATE highways different from the standard of care imposed by law.

It is understood and agreed that neither STATE 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 CITY under or in connection with any work authority or jurisdiction delegated to CITY under this agreement. It is understood and agreed that pursuant to Government Code section 895.4, CITY shall defend, indemnify and save harmless STATE, 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 CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this agreement.

It is understood and agreed that neither 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 STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement. It is understood and agreed that pursuant to Government Code section 895.4 STATE shall defend, indemnify and save harmless 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 STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement.

07-VEN-1 PM14.6/15.2
IN THE CITY OF OXNARD ON ROUTE 1
FROM ETING ROAD TO 0.12 MILES
NORTH OF PLEASANT VALLEY ROAD

4. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by STATE, it being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of CITY to maintain designated areas pursuant to prior written notice from STATE that work in such areas, which CITY has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

07-VEN-1 PM14.6/15.2
IN THE CITY OF OXNARD ON ROUTE 1
FROM ETTING ROAD TO 0.12 MILES
NORTH OF PLEASANT VALLEY ROAD

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF OXNARD

WILL KEMPTON
Director of Transportation

By _____
Thomas E. Holden
Mayor

By _____
Doug Failing
District Director

Attest:

Daniel Martinez
City Clerk

* Approved as to form and procedure:

Approved as to form:

Attorney
Department of Transportation

By: Paula Kimbrell for
Gary L. Gillig
City Attorney

07-VEN-1 PM14.6/15.2
IN THE CITY OF OXNARD ON ROUTE 1
FROM ETTING ROAD TO 0.12 MILES
NORTH OF PLEASANT VALLEY ROAD

EXHIBIT A

(Detail map of area covered by this agreement)

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**AGREEMENT BETWEEN COUNTY OF VENTURA AND CITY OF OXNARD
FOR MAINTENANCE OF DODGE ROAD AND TRAFFIC SIGNAL**

This Agreement for Maintenance of Dodge Road and Traffic Signal ("this Agreement") is entered into this _____ day of _____, 2006, by and between the City of Oxnard, a municipal corporation of the State of California ("City"), and the County of Ventura, a political subdivision of the State of California ("County").

WHEREAS, the California Department of Transportation ("Caltrans") has proposed to enter into freeway agreements with City and with County for improvements to the Pleasant Valley Road and Highway 1 interchange ("the Project"), which is located partly in City and partly in County; and

WHEREAS, the Project included the extension of Dodge Road from a point within the City limits to Pleasant Valley Road at a point within the County ("the extension of Dodge Road"); and

WHEREAS, the Project also included the installation of a traffic signal at the new intersection of Dodge Road and Pleasant Valley Road ("the traffic signal"); and

WHEREAS, Exhibit A, attached hereto and incorporated herein by reference, depicts the extension of Dodge Road and the location of the traffic signal; and

WHEREAS, as part of the Project, Caltrans acquired ownership of the real property on which the extension of Dodge Road was constructed and will transfer ownership of such real property and the extension of Dodge Road to City; and

WHEREAS, Streets and Highways Code section 1810 provides that City may acquire property outside its boundaries in County if "necessary to connect ... existing streets" of City and if County consents to the acquisition; and

WHEREAS, the extension of Dodge Road was necessary to connect the existing portion of Dodge Road to Pleasant Valley Road, which is partly in City and partly in County; and

WHEREAS, County consented to City's acquisition of property used for the extension of Dodge Road from City limits to the intersection with Pleasant Valley Road within County; and

WHEREAS, after construction of the extension of Dodge Road and transfer of ownership thereof from Caltrans to City, City agreed to accept ownership and maintain the extension of Dodge Road until such time as City may vacate or terminate the use of the extension of Dodge Road for public street purposes in accordance with law; and

WHEREAS, after construction of the traffic signal at the intersection within County of Dodge Road and Pleasant Valley Road and transfer of ownership of the traffic signal from Caltrans to County, County agreed to accept ownership of the traffic signal and maintain the traffic signal including the paved surface within the intersection.

NOW, THEREFORE, City and County agree:

1. The City shall accept the extension of Dodge Road into its road network and the extension of Dodge Road shall be deemed a City street for all purposes, in accordance with Streets and Highways Code section 1810.

2. The County shall continue to maintain the traffic signal at the intersection within the County of Dodge Road and Pleasant Valley Road.

3. The County's maintenance of said traffic signal shall not be subject to the terms of agreements already in place between the City and the County for the maintenance and sharing of expenses for the operation of other, jointly owned traffic signals, but shall be the sole and exclusive responsibility of the County hereafter.

4. City agrees to indemnify, hold harmless and defend County, its Board of Supervisors, and each member thereof, and every officer, employee, representative or agent of County, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from City's acceptance and maintenance of the extension of Dodge Road. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which City or its agents, employees, consultants or contractors and other persons acting on City's behalf would be held strictly liable.

5. County agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from County's acceptance and maintenance of the traffic signal at the intersection of Dodge Road and Pleasant Valley Road. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which county or its agents, employees, consultants or contractors and other persons acting on County's behalf would be held strictly liable.

6. This Agreement shall become effective when both City and County have executed final and separate freeway maintenance agreements with Caltrans for the Project.

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7. This Agreement may be amended or terminated at any time by mutual written agreement of City and County.

8. This Agreement constitutes the entire agreement of City and County regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written, regarding the same subject matter.

CITY OF OXNARD

COUNTY OF VENTURA

Dr. Thomas E. Holden, Mayor

Linda Parks, Chair, Board of Supervisors

ATTEST:

ATTEST:

Daniel Martinez, City Clerk

Deputy Clerk, Board of Supervisors

APPROVED AS TO FORM:

Paula Kumbiel for

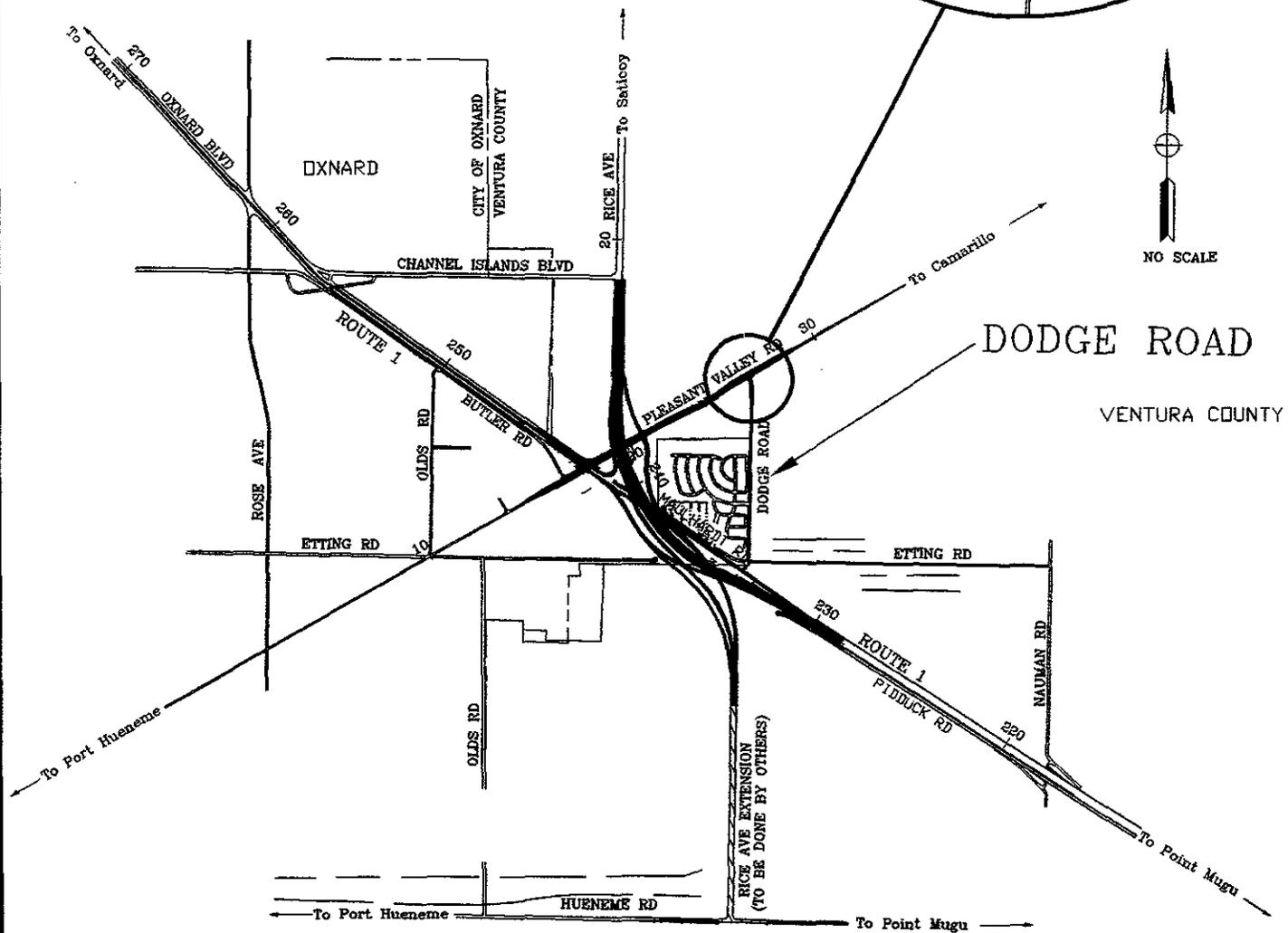
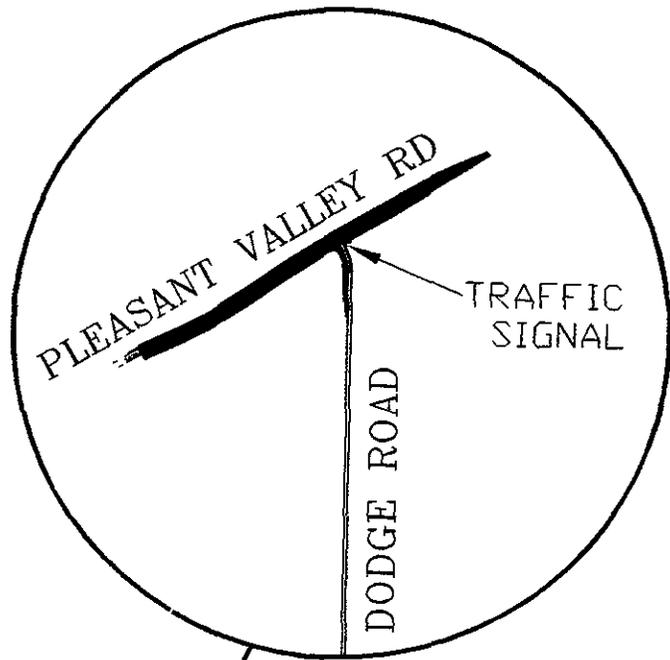
Gary L. Gillig, City Attorney

APPROVED AS TO CONTENT:

Ken Ortega
Ken Ortega
Public Works Director

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Attachment 2
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**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT
EXHIBIT A**

DRAWN: R. GLOVER

DATE: 04-16-02

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Attachment 2
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