



Meeting Date: 1/23/2007

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-4  
 Reviewed By: City Manager *[Signature]* City Attorney *Gillig* Finance *SW* Other *NA*

DATE: January 8, 2007

TO: City Council

FROM: *[Signature]*  
Lou Balderrama, City Engineer  
Public Works Department

SUBJECT: Amendment No. 1 to Joint Powers Agreement with California Department of Transportation (Caltrans) for Oxnard Blvd./Highway 101/Highway 1 Interchange Landscaping Improvements

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the Amendment No. 1 to the Joint Powers Agreement (JPA) with Caltrans in the amount of \$750,000 for installation of landscaping within the Oxnard Boulevard interchange improvements on Highway 101 and Highway 1 (Agreement No. A-6011).

**DISCUSSION**

On December 22, 2001, the City Council approved the JPA for the reconstruction of the Oxnard Blvd. interchange on Highways 101 and 1. Caltrans believes the project's construction will be completed in April 2007. Caltrans procedures require the landscaping improvements to be separated from the larger construction project. The City and Caltrans worked together on the design of the landscaping. The cost for the landscaping has been significantly reduced as a result of the collaboration. The estimated cost for construction and Caltrans support services is \$750,000. The landscaping installation is estimated to take about 12 months and is expected to start in the summer of 2007.

**FINANCIAL IMPACT**

The Amendment No. 1 adds \$750,000 to the existing JPA, resulting in a new total of \$15,049,000 for the construction cost and services from Caltrans for the Oxnard Blvd. interchange improvements. There are sufficient funds in Oxnard Blvd./HWY 101 Interchange Account No. 301-9717-826-8605 Project No. 873113 to fund this request.

LB:CD

Attachment #1 - Amendment No. 1 to Joint Powers Agreement No. 07-4549

Oxnard Bl/Hwy 101/Hwy1 JPA Landscaping with Caltrans  
January 8, 2007  
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#2 - Joint Powers Agreement No. 07-4549

Note: The Joint Powers Agreement No. 07-4549 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 Friday.

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07-VEN-101 KP 35.4/38.1 (PM  
22.0/24.0)  
Reconstruction of Oxnard Boulevard  
Interchange in the City of Oxnard  
07274-196301

**District Agreement No. 07-4549A-1**  
**City Agreement No. A-6011**

**AMENDMENT NO 1 TO JOINT POWERS AGREEMENT**

THIS AMENDMENT NO 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_,  
2007 is between the State of California, acting by and through its DEPARTMENT OF  
TRANSPORTATION, referred to as "STATE", and the

CITY OF OXNARD, a body politic and a  
municipal corporation of the State of  
California, referred to herein as "CITY".

**RECITALS**

1. The parties hereto entered into a Joint Powers Agreement No.07-4549 (Document No. 015151) on December 12, 2001, said Agreement defining the terms and conditions to State Highway improvements consisting of (1) Construction of a diamond interchange on Route 101 at Oxnard Boulevard (Route 1); (2) Reconstruction of a portion of Oxnard Boulevard (Route 1); (3) Construction of new Oxnard Boulevard (local street) north of Route 101; and (4) other local street improvements in the City of Oxnard, referred to herein collectively as "IMPROVEMENTS".
2. An amendment is required to the Agreement for the purpose of funding a landscape project, identified as STATE Contract No. 07-234203, referred to herein as "LANDSCAPING", to be the follow-up project to Route 101 widening from Vineyard Avenue to Montalvo Spur, which landscaping work is expected to begin during the summer of 2007. CITY will deposit the amount of \$750,000, based on the Engineer's Estimate, to reimburse STATE for the capital and support costs of the Route 101/Route 1 Interchange LANDSCAPING.
3. It also has been determined that the remaining IMPROVEMENTS will not be completed prior to the termination date of said Agreement.

**IT IS THEREFORE MUTUALLY AGREED:**

1. To add new Article 2.1 to Article 2 of Section I and Article 2.1 to Article 2 of Section II to read as follows:

Article 2.1, Section I,

The Scope of work for IMPROVEMENTS was amended on December 11, 2006; to include the follow-up mitigation and landscape project identified herein as LANDSCAPING for which STATE will prepare plans, specifications, and estimates and shall advertise and administer that LANDSCAPING contract to include the work subject to this amendment.

Article 2.1, Section II,

CITY shall make a single payment to STATE in the amount of \$750,000 to reimburse STATE costs related to said LANDSCAPING no later than February 9, 2007, or the LANDSCAPING work to this amendment will be eliminated. If the payment by CITY exceeds the STATE's cost for LANDSCAPING, CITY shall receive a refund of the difference between STATE's cost and CITY's payment.

2. The termination date specified in Article 29 of Section III, of the original Agreement shall now be July 31, 2012, instead of December 31, 2008.
3. All other terms and conditions of said Agreement No. 07-4549 (Document No. 015151) shall remain in full force and effect.
4. This Amendment No. 1 to Joint Powers Agreement is hereby deemed to be a part of Document No. 015151.

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STATE OF CALIFORNIA  
Department of Transportation

CITY OF OXNARD

WILL KEMPTON  
Director of Transportation

By: \_\_\_\_\_  
Dr. Thomas E. Holden  
Mayor

By: \_\_\_\_\_  
Doug Failing  
District Director

Attest: \_\_\_\_\_  
Daniel Martinez  
City Clerk

Approved as to Form and Procedure:

Approved as to Form:

By: \_\_\_\_\_  
Attorney  
Department of Transportation

By: Gary L. Gillig 01-16-07  
Gary L. Gillig  
City Attorney

Certified as to Funds:

Certified as to Funds:

By: \_\_\_\_\_  
Manager, Office of Budgets

By: Susan Winder  
Susan Winder  
Interim Finance Director

Certified as to Financial Terms and Conditions:

By: \_\_\_\_\_  
Accounting Administrator