



Meeting Date: 9/16/2008

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-6  
 Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other NA

**DATE:** September 4, 2008

**TO:** City Council

**FROM:** Cynthia Daniels, Project Manager *Cynthia Daniels*  
Development Services Department

**SUBJECT:** Agreement with California Department of Transportation (Caltrans) for Release and Indemnification for Hazardous Wastes at the Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the agreement (No. A-7019) with Caltrans to release and indemnify Caltrans for the hazardous wastes identified within the project area of the Rice Avenue/Santa Clara Avenue interchange improvements on U.S. Highway 101.

**DISCUSSION**

Caltrans requires the City to release and indemnify Caltrans for all hazardous wastes within the suspected plume of groundwater contamination from the leaking underground fuel tanks known to have occurred at the two gas stations within the Rice Avenue/Santa Clara Avenue interchange project area. The Exhibit A to the Agreement No. A-7019 identifies the area of the suspected plume.

The City purchased and demolished the Alliance Gas at 3025 Santa Clara Avenue for the project. The Mobil gas station at 2450 Auto Center Drive also has an identified plume from leaking fuel tanks that has comingled with the Alliance Gas plume. Caltrans will require the City to grant an easement for highway purposes, as opposed to fee title, to the properties acquired for the interchange as a further precaution against the State's liability for the contamination or any future clean-up.

**FINANCIAL IMPACT**

None.

CD

Attachment #1 - Agreement No. A-7019

**RELEASE AND INDEMNIFICATION AGREEMENT**

This Release and Indemnification Agreement ("Agreement") is made by the City of Oxnard, a California municipal corporation, ("the City"), and the State of California Department of Transportation, a California State Government Agency, ("the State"), on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**WHEREAS:**

- A. The State owns and operates United States Highway 101 ("US 101") at its intersection with Rice Avenue;
- B. The City proposes to widen Rice Avenue/Santa Clara Avenue Overcrossing from two to six lanes, to realign the US 101 ramps to and from Rice Avenue/Santa Clara Avenue, and to construct a new loop on-ramp to northbound US 101 from northbound Rice Avenue as part of the Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101 ("the Project");
- C. For the Project, the City acquired fee title to the following real properties:
  - State Parcel Number 79265 (3015 and 3025 Santa Clara Avenue in Oxnard, California)
  - State Parcel Number 79267 (2505 Ventura Boulevard in Oxnard, California)
  - Portion of State Parcel Number 79264 (2400 Auto Center Drive in Oxnard, California)
  - Portion of State Parcel Number 79263
  - Portion of State Parcel Number 79268
- D. Portions of Santa Clara Avenue and Ventura Boulevard within the Project area are City right of way.
- E. The State owns the following properties:
  - Portions of Santa Clara Avenue and Ventura Boulevard including State Parcel Numbers 312, 320, and portion of 326
- F. The properties identified in C through E above as shown on the plan attached hereto as Exhibit A are identified as "the Properties."
- G. The Properties have been identified as containing or having contained hazardous wastes.
- H. In consideration for the State's approval of the Project, the City will grant to the State an easement for Highway Purposes ("the Easement") to the properties listed

in C above and is providing the State with a release and indemnification related to any and all environmental claims and liabilities arising from the Properties;

**THEREFORE IT IS HEREBY AGREED:**

That in consideration for the State's approval of the Project and acceptance of the Easement, the City releases and agrees to defend, indemnify, protect and hold harmless the State, including its officers, directors, agents and employees, and each of them, from and against all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or equity, of every kind and nature whatsoever, arising out of or in connection with the existence, investigation, clean up, treatment, remediation, removal, storage or disposal of any hazardous or toxic substances, as defined by federal or California law, including but not limited to soil and ground water contamination, that are identified or discovered on, in or under the Properties, or originating from such Properties whether or not located thereon at the time of discovery and whether or not known to the parties at the time of this agreement.

**IN WITNESS WHEREOF**, the parties have caused this Release and Indemnification Agreement to be executed by their duly authorized officers.

STATE:

CITY OF OXNARD

By:

By:

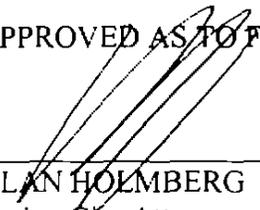
\_\_\_\_\_  
DOUGLAS R. FAILING  
Director, District 7  
California Department of Transportation

\_\_\_\_\_  
Dr. THOMAS E. HOLDEN  
Mayor

ATTEST:

\_\_\_\_\_  
DANIEL MARTINEZ  
City Clerk

APPROVED AS TO FORM:



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ALAN HOLMBERG  
Acting City Attorney

APPROVED AS TO CONTENT:



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CYNTHIA DANIELS, AICP  
Project Manager



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CITY OF OXNARD

By:

By:

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DOUGLAS R. FAILING  
Director, District 7  
California Department of Transportation

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Dr. THOMAS E. HOLDEN  
Mayor

ATTEST:

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DANIEL MARTINEZ  
City Clerk