



Meeting Date: 10/7/2008

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 *Ed* Agenda Item No. I-6  
 Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other NA

**DATE:** September 18, 2008

**TO:** City Council

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

**SUBJECT:** Amendment to Agreement with California Department of Transportation (Caltrans) for Rice Avenue/Santa Clara Avenue Interchange Improvements on Highway 101

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the Amendment No. 2 to the agreement between the City and Caltrans to extend the expiration date for the Rice Avenue/Santa Clara Avenue interchange improvements on U.S. Highway 101 (Agreement No. A-5560).

**DISCUSSION**

The City has a cooperative agreement dated September 2, 1998 with Caltrans for design, environmental review, and right of way acquisition related to the improvements to the Rice Avenue/Santa Clara Avenue interchange at Highway 101. The Amendment No. 1 was approved to extend the expiration date to December 31, 2008. Amendment No. 2 extends the expiration date to December 31, 2013 to coincide with the expected completion of the construction of the interchange. No other changes are proposed in the Amendment No. 2.

**FINANCIAL IMPACT**

None.

Attachment #1 - Amendment No. 2 to Agreement No. A-5560

07-VEN-101 KP31.2/33.2  
(PM19.4/20.6)  
Rice Avenue  
07270-003431

**District Agreement No. 07-4169A-2**  
City Agreement No. A-5560

**AMENDMENT No. 2 TO AGREEMENT**

This AMENDMENT No. 2 TO AGREEMENT, entered into effective on \_\_\_\_\_, 2008 is between the STATE of CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

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 an Agreement (Document No. 014314), on September 2, 1998, said Agreement defining the terms and conditions of a project to reconstruct the interchange and ramps on State Route 101 (SR101) at Rice Avenue, referred to herein as "PROJECT".
2. The parties hereto also entered into an Amendment No. 1 (07-4169A-1) to Agreement No. 07-4169 (Document No. 014314) on December 30, 2006, to extend the termination date to December 31, 2008.
3. It has been determined that design of PROJECT will not be completed prior to the termination date of said Agreement.

**IT IS THEREFORE MUTUALLY AGREED:**

1. Section III, Articles 11 and 12, of the original Agreement (Document No. 014314) are replaced in their entirety as follows:
  11. Neither STATE nor any officer or employee thereof is responsible for any injury, 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 conferred upon CITY or arising under this agreement. It is understood and agreed that, CITY will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this agreement.
  12. Neither CITY nor any officer or employee thereof is responsible for any injury, 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 conferred upon STATE or arising under this agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this agreement.
2. The termination date specified in this Section, Article 1 of Agreement Amendment 07-4169A-1, shall now be December 31, 2013 instead of December 31, 2008.
3. All other terms and conditions of said Agreement (Document No. 014314) shall remain in full force and effect.

District Agreement No. 07-4169A-2

STATE OF CALIFORNIA  
Department of Transportation

CITY OF OXNARD

WILL KEMPTON  
Director of Transportation

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

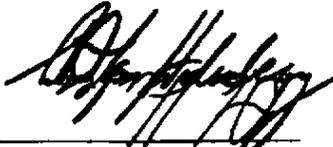
By: \_\_\_\_\_  
Douglas R. Failing  
District Director

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

Approved as to Form and Procedure:

Approved as to Form:

BY: \_\_\_\_\_  
Attorney,  
Department of Transportation

By: \_\_\_\_\_  
  
Alan Holmberg,  
Acting City Attorney

Certified as to Funds:

Approved as to Content:

By: \_\_\_\_\_  
District Budget Manager

By: \_\_\_\_\_  
  
Cynthia Daniels,  
Project Manager

Certified as to Financial Terms and Conditions:

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