



Meeting Date: 11/27/12

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: Jason M. Samonte

Agenda Item No. I-9

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Development Services Director *[Signature]*

DATE: October 29, 2012

TO: City Council

FROM: Jason M. Samonte, Traffic Engineer *[Signature]*
Development Services Department

SUBJECT: Relinquishment Agreement with Caltrans for State Routes (SR) 1, 34 & 232

RECOMMENDATION

That City Council approve and authorize the Mayor to approve the cooperative agreement with Caltrans that will result in the City taking ownership of State Routes 1 (Oxnard Boulevard), 34 (East Fifth Street) and 232 (Vineyard Avenue) within the City limits, and give authority to the City Manager to approve minor agreement modifications.

DISCUSSION

The City Council has a long standing policy of seeking to enter into a cooperative agreement with Caltrans for the transfer of State Route (SR) 1, Oxnard Boulevard between Pleasant Valley Road and the 101/Ventura Freeway; SR 34, Fifth Street between Oxnard Boulevard and Rive Avenue; and SR 232, Vineyard Avenue between Oxnard Boulevard and the 101/Ventura Freeway, from the State of California to the City of Oxnard.

The execution of this agreement will allow the City to assume permit authority over the streets, sidewalks, driveways and medians. The transfer will also facilitate the implementation of the Intelligent Transportation System (ITS).

FINANCIAL IMPACT

The cost associated with the agreement to construct improvements necessary to bring these roadways up to City Standards is estimated at \$15 million. These improvements are primarily related to East Fifth Street between Rose Avenue and Mountain View Avenue. The money to construct improvements will come mainly from development fees, or grant funding. Annual operations and maintenance (O&M) costs are estimated at \$100,000. Caltrans has budgeted \$1M in the State FY 2012-13 budget for a one time transfer to the City, which may be allocated to future O&M costs. Additionally O&M cost are eligible for gas tax funding. It is not anticipated that general funds will be required for future improvements or O&M costs.

JMS/jms

Attachment #1 - Co Operative Agreement Relinquishing SR 1, 34, and 232

A-7542

Last updated: July 12, 2012 Coop Template
9/26/12 District Draft Coop

07-VEN-1-PM 15.1/21.1
07-VEN-34-PM 4.3/6.3
07-VEN-232-PM 0.0/0.4
Relinquishment of Route 1, 34 & 232
07223 – 4T6500

District Agreement No. 07-4870

RELINQUISHMENT AGREEMENT

This Agreement, entered into effective on _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the

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

RECITALS

1. CALTRANS and CITY, pursuant to Streets and Highways Code sections 73 and SB 1366, are authorized to enter into a Cooperative Agreement in order to relinquish to CITY a portion of a State Highway within CITY's jurisdiction.
2. CALTRANS intends to relinquish to CITY that portion of State Route 1 (SR 1) from Pleasant Valley Road to Route 101, State Route 34 (SR 34) from Oxnard Boulevard to Rice Road and State Route 232 (SR 232) from Oxnard Boulevard to Route 101 as shown in Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES". This relinquishment is based on SB 1366 CITY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution in the County Recorder's Office.
3. CALTRANS and CITY agree that RELINQUISHED FACILITIES are currently in a state of good repair. CALTRANS and CITY have negotiated an understanding that CITY will accept and assume full maintenance, ownership, responsibility, control and liability in perpetuity over the RELINQUISHED FACILITIES in exchange for the payment of \$1,000,000 or some other allocation made by CTC deemed to be in the best interest for CALTRANS.
4. Funds may not be available at the time of the CTC's Resolution of Relinquishment due to budgetary constraints. However, CALTRANS will make requests for allocation of \$1,000,000 to CITY by the CTC when the funds become available.
5. The parties hereto intend to define herein the terms and conditions under which RELINQUISHED FACILITIES is to be accomplished.

SECTION I

CITY AGREES:

1. Execution of this Agreement constitutes CITY's waiver of CALTRANS's obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code section 73.
2. To accept that allocation, determined by the CTC to be in the best interest of CALTRANS, as CALTRANS's only payment obligation for this RELINQUISHED FACILITIES.
3. Even if funds are not available with CALTRANS at the time of resolution of relinquishment by CTC, to accept RELINQUISHED FACILITIES immediately upon recordation of CTC's Resolution in the County Recorder's Office and defer the receipt of

payment for RELINQUISHED FACILITIES to a date when funding becomes available.

4. To accept ownership, including all of CALTRANS's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.
5. To accept RELINQUISHED FACILITIES in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the Memorandum issued by Department of Transportation, OEECS-Hazardous Waste Branch, on June 27, 2012 titled Hazardous Waste Assessment. CITY has received and reviewed a copy of the above-referenced Memorandum. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.
6. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CITY agrees to make all necessary changes of ownership of utility accounts with the utility companies applicable to RELINQUISHED FACILITIES, as shown on Exhibit B, attached to and made a part of this Agreement.

SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
2. Funds may not be available at the time of the CTC's Resolution of Relinquishment due to budgetary constraints and therefore CALTRANS will make requests for allocation of \$1,000,000 to CITY by the CTC when the funds become available with the expectation that CTC will determine that this or some other allocation is in the best interest of CALTRANS.
3. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
4. To pay CITY, within thirty (30) days of approval of funding by CTC, the amount of \$1,000,000 or any other allocation approved by the CTC. The payment of those funds will represent CALTRANS's only payment obligation for the purpose of the RELINQUISHED FACILITIES.
5. To transfer to CITY, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, copies of all available CALTRANS records and files for RELINQUISHED FACILITIES, including, but not limited to, plans, survey data and right of way information.

6. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CITY agrees to make all necessary changes of ownership of utility accounts with the utility companies applicable to RELINQUISHED FACILITIES, as shown on Exhibit B, attached to and made a part of this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of any funds by the CTC.
2. CITY shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the Memorandum issued by Department of Transportation, OEECS-Hazardous Waste Branch, on June 27, 2012 titled Hazardous Waste Assessment, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.
3. CALTRANS shall fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the Memorandum issued by Department of Transportation, OEECS-Hazardous Waste Branch, on June 27, 2012 titled Hazardous Waste Assessment, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.
4. Neither CALTRANS 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 and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, 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 and/or its agents under this Agreement.
5. 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 CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred

upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, 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 CALTRANS and/or its agents under this Agreement.

6. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
7. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office and payment by CALTRANS of \$1,000,000 or any other allocation by CTC to CITY, except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

PARTIES declare that:

- 1. Each PARTY is an authorized legal entity under California state law.
- 2. Each PARTY has the authority to enter into this agreement.
- 3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF OXNARD

By: _____
DR. THOMAS E. HOLDEN, Mayor

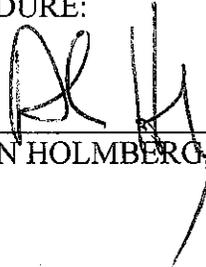
By: _____
MICHAEL MILES
District Director

Attest: _____
DANIEL MARTINEZ, City Clerk

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

Attorney
Department of Transportation



ALAN HOLMBERG, City Attorney

CERTIFIED AS TO FUNDS

PAUL T. KWONG,
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

Accounting Administrator

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

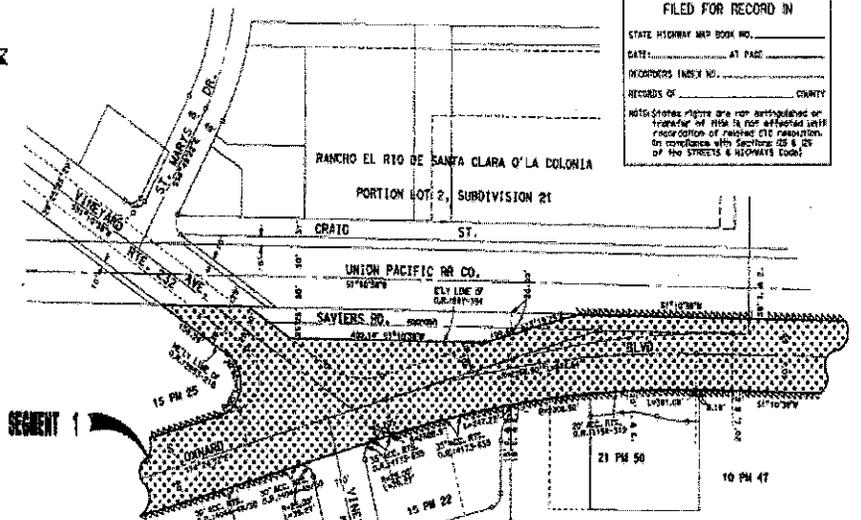
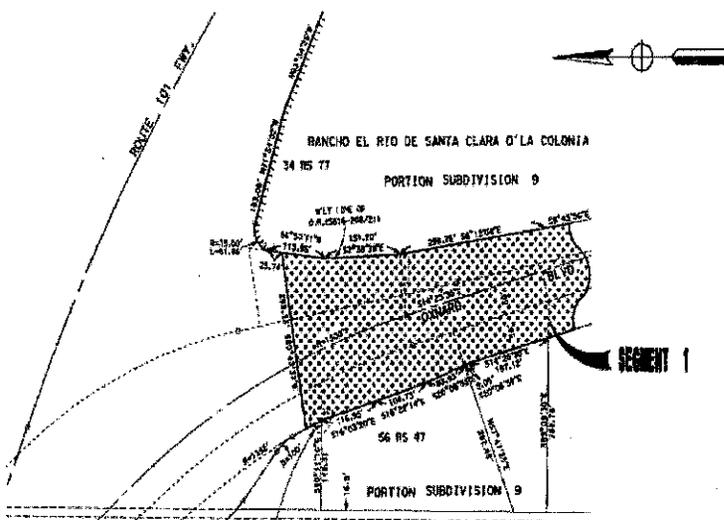
IN THE CITY OF OXNARD, ROUTE 1 (OXNARD BOULEVARD)
 FROM PLEASANT VALLEY ROAD TO ROUTE 101 FREEWAY

STATE	FEDERAL PROJECT NO.	DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
CALIF.		07	VEN	1	15.1/21.1	1	2

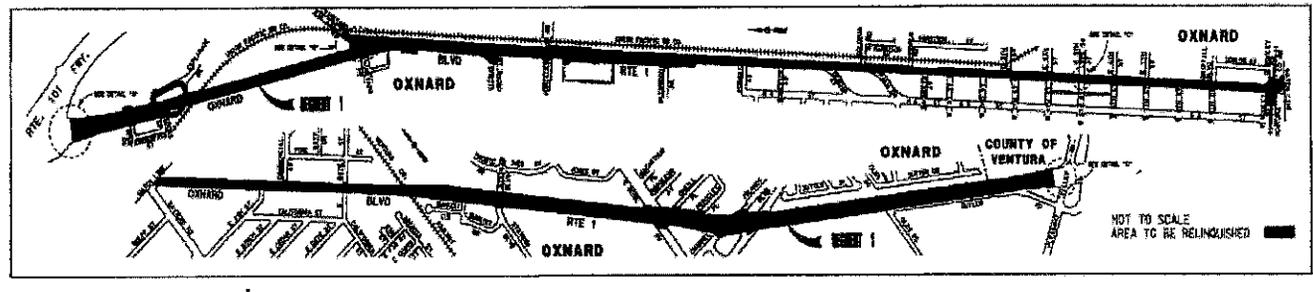
DESIGNED BY	DATE	APPROVAL DATE
W. J. ROBERTSON	5-29-68	



FILED FOR RECORD IN
 STATE HIGHWAY MAP BOOK NO. _____
 DATE _____ AT PAGE _____
 RECORDS INDEX NO. _____
 RECORDS OF _____ COUNTY
 NOTE: These plans are not authoritative or transfer of title in any jurisdiction unless recorded in the public records of the county in accordance with Sections 52 & 53 of the Streets & Highways Code.



NOTE:
 1. COORDINATES AND BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 5, NORTH AMERICAN DATUM 1983 BY NAD.
 2. ALL DISTANCES ARE GROUND TO OBTAIN GROUND DISTANCE OVER AND DISTANCE BY COORDINATION FACTOR APPROX.



STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION

PROPOSED RELINQUISHMENT

0 100 200 350 400 FEET

AREA TO BE RELINQUISHED **███**
 ACCESS PROMOTED **|||||**
 ACCESS TO BE RELINQUISHED **~~~~~**

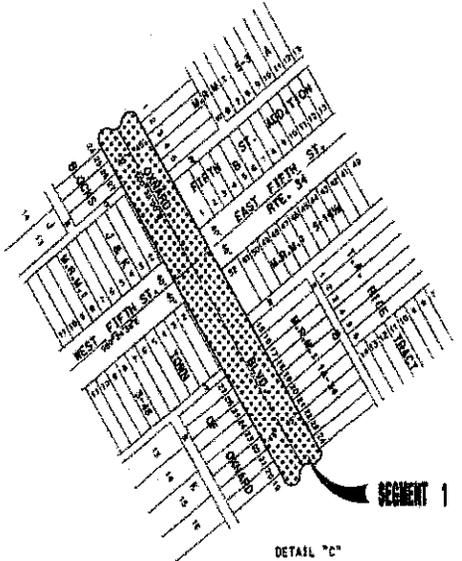
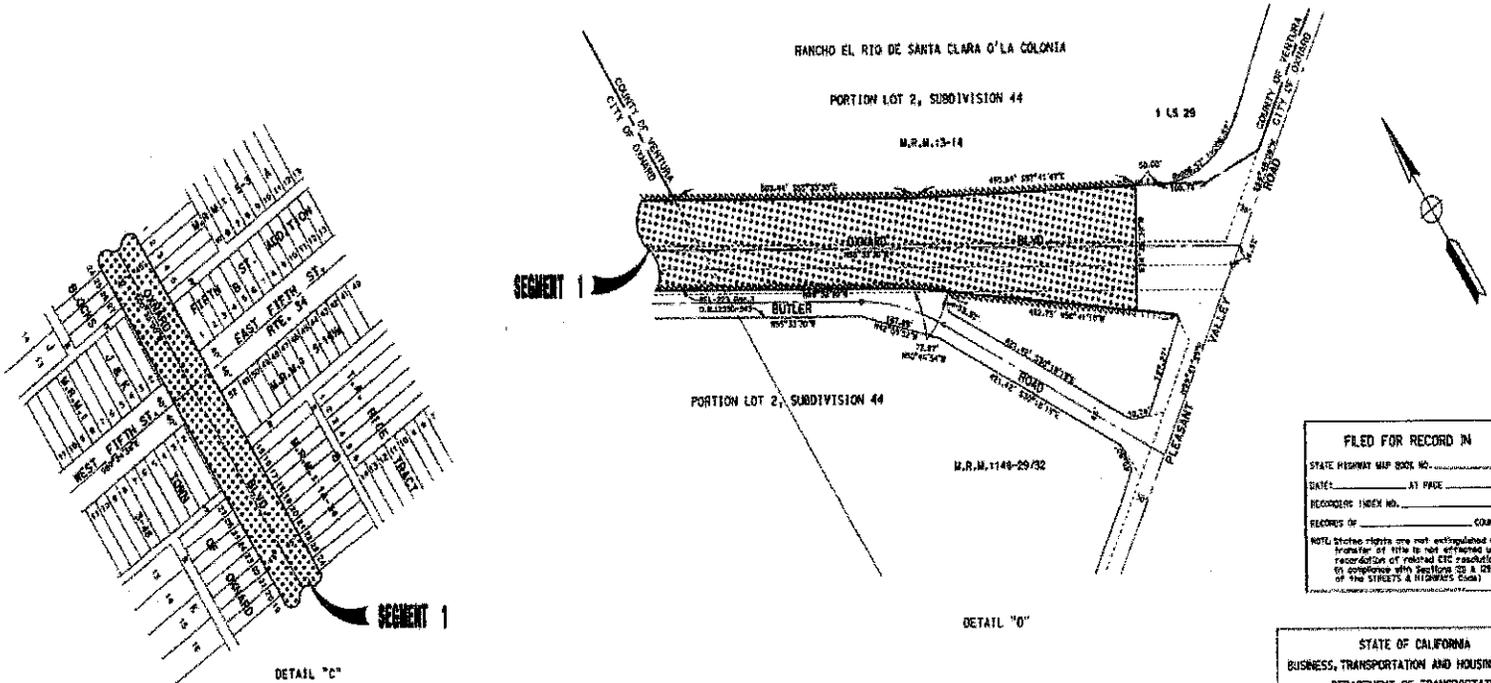
DR'N BY	ST	R/W MAP NO. 25527-C, R154
C/LC BY	ST	CONTRACT NO.
CK'D BY		
REVISED		REL-1241

EXHIBIT "A" - Relinquishment Map - SR 1

ATTACHMENT 1
 PAGE 7 OF 13
 Exhibit "A"
 1 of 4

STATE CALIF.	FEDERAL PROJECT NO.	DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
		07	VEN	1	15.1/21.1	2	2

DESIGNER	DATE
PROFESSORIAL LAND SURVEYOR	1-18-82
APPROVAL	DATE
	1-18-82

FILED FOR RECORD IN

STATE HIGHWAY MAP BOOK NO. _____ AT PAGE _____

DATE _____

RECORDING INDEX NO. _____

RECORDS OF _____ COUNTY

NOTE: Easement rights are not established or transfer of title to be effected upon recording of related ETC resolution. In compliance with Sections 20 & 29 of the Streets & Highways Code.

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

PROPOSED RELINQUISHMENT

0 80 160 240 320 400 FEET

AREA TO BE RELINQUISHED

ACCESS PROHIBITED

ACCESS TO BE RELINQUISHED

DR'N BY	ST	PLAN MAP NO.	2627-G, F154 P, 5270, F155, F2232
D/C BY	ST	CONTRACT NO.	
C/K'D BY			
REVISED			REL-1241

NOTE

1. COORDINATES AND BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 8, NORTH AMERICAN DATUM OF 1983.

2. ALL DISTANCES ARE GIVEN TO OBTAIN GROUND DISTANCE.

3. GIVE GROUND DISTANCE BY CONSTRUCTION FACTOR SUPPLY.

CITY OF OXNARD

EXHIBIT "A" - Relinquishment Map - SR 1

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

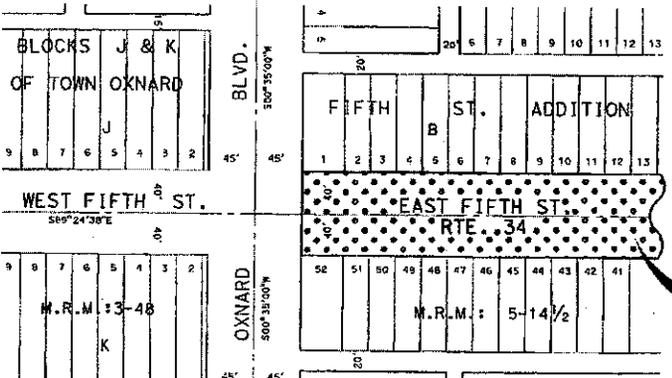
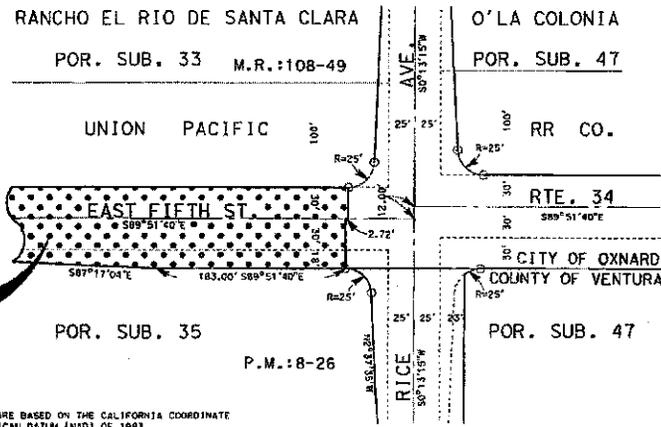
IN THE CITY OF OXNARD, ROUTE 34 (EAST FIFTH STREET)
FROM OXNARD BOULEVARD TO RICE AVENUE

STATE	FEDERAL PROJECT NO.	DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
CA		07	VEN	34	4.376.5	1	1

DISTRICT RIGHT OF WAY ENGINEER
PROFESSIONAL LAND SURVEYOR
APPROVAL DATE

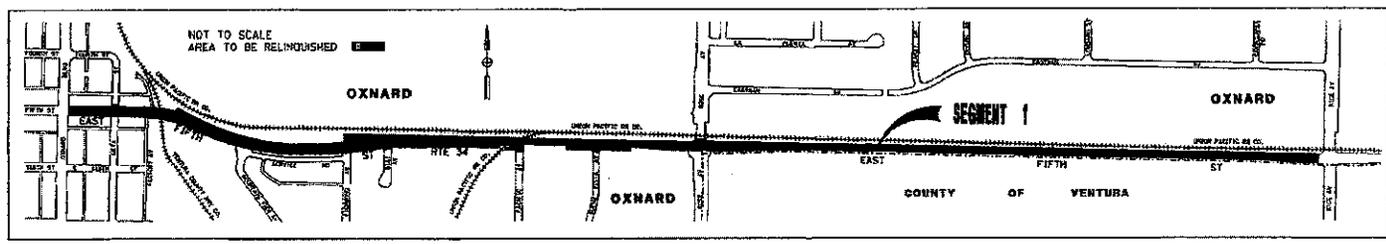


FILED FOR RECORD IN
STATE HIGHWAY MAP BOOK NO. _____
DATE: _____ AT PAGE _____
RECORDERS INDEX NO. _____
RECORDS OF _____ COUNTY _____
NOTE: Station points are not established or transfer of title is not effected until recording of related title instrument in compliance with sections 43 & 49 of the STREETS & HIGHWAYS CODE.



SEGMENT 1

NOTE:
1. COORDINATES AND BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 5, NORTH AMERICAN DATUM (NAD) OF 1983.
2. ALL DISTANCES ARE GRID. TO OBTAIN GROUND DISTANCE DIVIDE GRID DISTANCE BY COMBINATION FACTOR 0.999971.



STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

PROPOSED RELINQUISHMENT

0 50 100 150 200 FEET

AREA TO BE RELINQUISHED

DRN'G BY ST	R/W MAP NO. F1754, P2-6454, P2-6462
CHK'D BY ST	CONTRACT NO.
REVISED	REL-1242

EXHIBIT "A" - Relinquishment Map - SR 34

ATTACHMENT
PAGE 9 OF 13

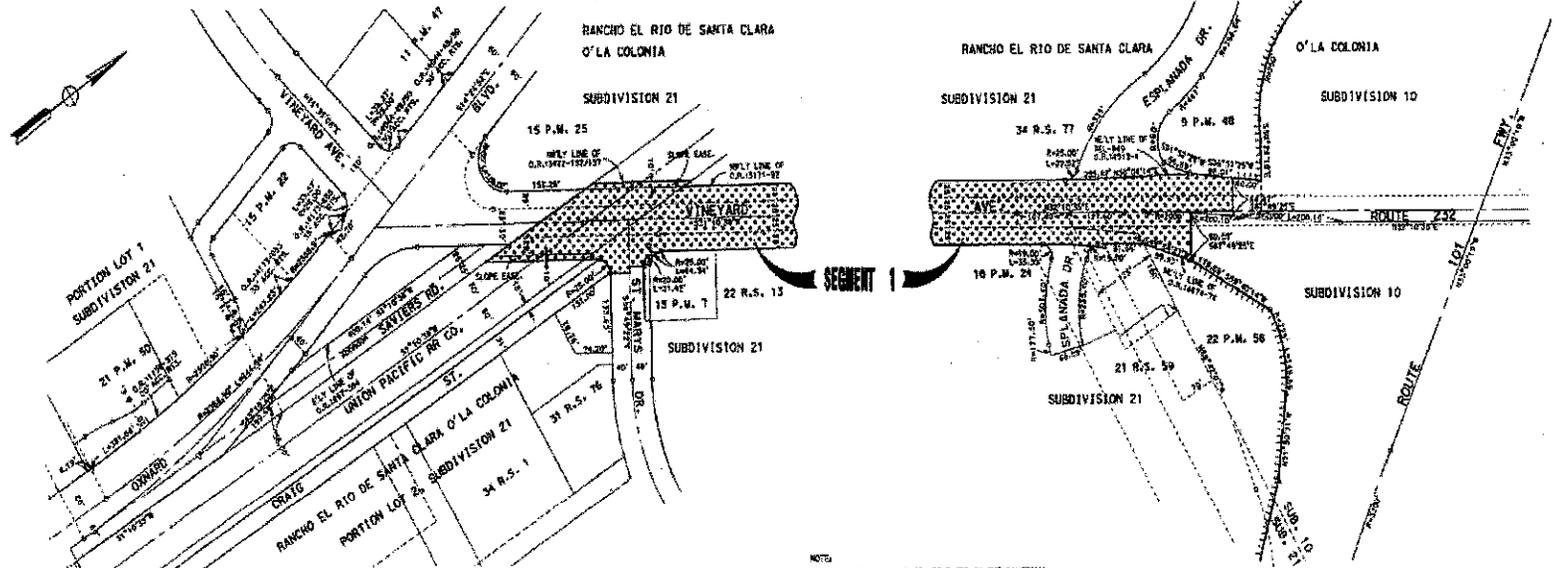
Exhibit "A"
3 of 4

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

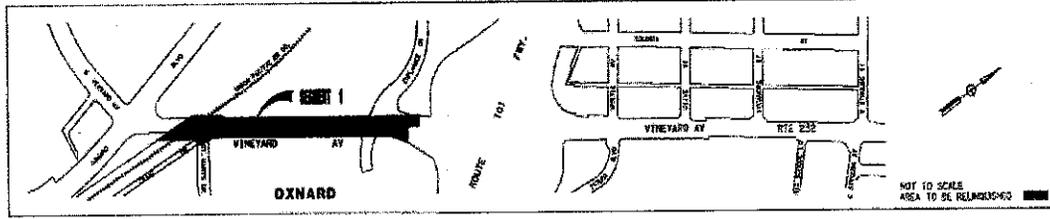
**IN THE CITY OF OXNARD, ROUTE 232 (VINEYARD AVENUE)
 FROM OXNARD BOULEVARD TO ROUTE 101 FREEWAY**

STATE	FEDERAL PROJECT NO.	DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
CALIF.		07	VEN	232	0.070,4	1	1

DESIGNER: J. ROBERTSON
 PROFESSIONAL LAND SURVEYOR
 NO. 626
 EXPIRES: 3-31-90
 APPROVAL DATE:



NOTES:
 1. COORDINATES AND BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 5, NORTH AMERICAN DATUM 83 OF 1983.
 2. ALL DISTANCES ARE GIVEN TO OBTAIN GROUND DISTANCE. DIVERSE DIST. DISTANCE BY COMBINATION FACTOR 0.99998.



FILED FOR RECORD IN

STATE HIGHWAY MAP BOOK NO. _____
 DATE: _____ AT PAGE _____
 PREPARED UNDER NO. _____
 RECORDS OF _____ COUNTY

NOTE: Other rights are not extinguished or transferred by this map unless otherwise indicated by recorded CTO conditions, to conditions also Section 123 & 124 of THE STREETS & HIGHWAYS CODE.

STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION

PROPOSED RELINQUISHMENT

0 100 200 300 400 FEET

AREA TO BE RELINQUISHED
 ACCESS PROHIBITED

DRN BY: ST B/M MAP NO. FT232.F2232
 C/C BY: ST CONTRACT NO.
 C/M BY: **REL-1243**
 REVISED:

EXHIBIT "A" - Relinquishment Map - SR 232

10
 ATTACHMENT 1
 PAGE 10 OF 13
 Exhibit 'A'
 4 of 4

EXHIBIT "B"
Relinquishment of traffic signals on State Route 1
From State to the City of Oxnard
Effective the date of recording of Relinquishment No 1241

Rte	PM	Location	Service Address	CT E#	Type of Equip	Meter #	Acct #
1	16.123	Oxnard Bl. @ Rose Av.	Rose Av @ Oxnard	E1390	Signal	8-917888	Oxnard
1	16.710	Oxnard Bl. @ Statham Bl Rose Av.	1993 S. Oxnard Bl.	E0707	Signal	203-3957	Oxnard
1	17.020	Oxnard Bl. @ Date St	518 1/2 E. Date	E0853	Signal	53-95322	Oxnard
1	17.660	Oxnard Bl. @ Savier/Wooley	117 1/2 Wooley Rd.	E0099	Signal	3-119307	Oxnard
1	17.660	Oxnard Bl. @ Savier/Wooley		EM130	Signal	3-119307	Oxnard
1	17.980	Oxnard Bl. @ 7th	109 1/2 w 7th	E0105	Signal	53-93443	Oxnard
1	18.070	Oxnard Bl. @ 6th St	109 1/2 w 6th St	E0639	Signal	203-6501	Oxnard
1	18.150	Oxnard Bl. @ 5th St	445 1/2 S. Oxnard Bl	E0104	Signal	203-11226	Oxnard
1	18.260	Oxnard Bl. @ 4th St	129 1/2 w 4th St	E0319	Signal	203-6500	Oxnard
1	18.440	Oxnard Bl. @ 2nd St	115 1/2 w 2nd	E1238	Signal	203-6704	Oxnard
1	18.520	Oxnard Bl. @ 1st St.	114 1/2 w 1st	E0102	Signal	53-88781	Oxnard
1	18.600	Oxnard Bl. @ Cooper	213 1/2 N. Oxnard Bl	E0937	Signal	53-89568	Oxnard
1	18.760	Oxnard Bl. @ Colonia Rd	114 1/2 E. Colonia Rd	E0101	Signal	3-120632	Oxnard
1	19.100	Oxnard Bl. @ Robert Av	831 1/2 N. Oxnard Bl	E1318	Signal	53-102919	Oxnard
1	19.310	Oxnard Bl. @ Glenwood Dr	111 1/2 W Glenwood Dr	E1144	Signal	53-102907	P-12712-M
1	19.620	Oxnard Bl. @ Gonzales Rd	103 1/2 w. Gonzales Rd	E0106	Signal	8-559634	P-01809-M
1	19.820	Oxnard Bl. @ Citrus Grove In	Oxnard Bl/Citrus	E1157	Signal	53-97148	Oxnard
1	20.110	Oxnard Bl. @ Vineyard Av	Hwy 1/Vineyard	E0100	Signal	3-111998	Oxnard
1	20.600	Oxnard Bl. @ El Rio UP		CT	Pump	D115-000861	D115-000861
1	20.751	Oxnard Bl. @ Explanade Dr	2636 1/2 N. Wagon Wheel Rd	E1501	Signal	308-638503	Oxnard

Note:

A copy of this Cooperative Agreement and its subsequent Relinquishment document will be forwarded to the Utility Company in order to transfer electrical accounts listed in this exhibit.

Exhibit "B"
1 of 3

EXHIBIT "C"
Relinquishment of traffic signals on State Route 34
From State to the City of Oxnard
 Effective the date of recording of Relinquishment No 1242

Rte	PM	Location	Service Address	CTE#	Type of Equip	Meter #	Acct #
34	4.371	E 5th st @ Meta St	480 1/2 Meta St.	E1524	Signal	308-699949	Oxnard
34	5.310	E 5th st @ Rose Av	1800 W. 5th St.	E0321	Signal	8-977413	Oxnard

Note:

A copy of this Cooperative Agreement and its subsequent Relinquishment document will be forwarded to the Utility Company in order to transfer electrical accounts listed in this exhibit.

EXHIBIT "C"
Relinquishment of traffic signals on State Route 232
From State to the City of Oxnard
 Effective the date of recording of Relinquishment No 1243

Rte	PM	Location	Service Address	CT E#	Type of Equip	Meter #	Acct. #
232	0.270	Vineyard @ Explanade Dr		E0974	Signal	308- 881985	P- 10829- M

Note:

A copy of this Cooperative Agreement and its subsequent Relinquishment document will be forwarded to the Utility Company in order to transfer electrical accounts listed in this exhibit.