

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

117A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
December 24, 2013

**SUBJECT:** Cooperative Agreement between the County of Riverside Transportation Department and the City of Murrieta for the Construction and Maintenance of Clinton Keith Road from Whitewood Road to Leon Road. 3<sup>rd</sup>/3<sup>rd</sup> District; [\$21,000] 100% Gas Tax.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Cooperative Agreement between the County of Riverside and the City of Murrieta; and
2. Authorize the Chairman of the Board to execute the same.

**BACKGROUND:**

**Summary**

The Transportation Improvement Program provides for the extension of Clinton Keith Road, from Interstate 215 (I-215) to State Route (SR-79), in the Murrieta area. Due to funding constraints, the project will be constructed in phases. The first phase of the project between I-215 and Whitewood Road was recently completed by the City of Murrieta.

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis  
DATE: 11/3/14

*Juan C. Perez*  
\_\_\_\_\_  
Juan C. Perez  
Director of Transportation and Land Management

Patricia Romo  
Assistant Director of Transportation Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 21,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> 100% Gas Tax				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> N/A	

**C.E.O. RECOMMENDATION:**

APPROVE  
*Tina Grande*  
BY: Tina Grande

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**Prev. Agn. Ref.:** | **District:** 3/3 | **Agenda Number:**

**3-24**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Cooperative Agreement between the County of Riverside Transportation Department and the City of Murrieta for the Construction and Maintenance of Clinton Keith Road from Whitewood Road to Leon Road.

3<sup>rd</sup>/3<sup>rd</sup> District; [\$21,000] 100% Gas Tax.

**DATE:** December 24, 2013

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary (continued)**

This second phase of the Clinton Keith Road Extension Project consists of constructing an interim half-width roadway providing one lane in each direction between Whitewood Road and Trois Valley Street. The section between Trois Valley Street and Leon Road is fully constructed and will be restriped as part of this project. The intersection of Trois Valley Street/Clinton Keith Road will be signalized, and the signal at Whitewood Road/Clinton Keith Road will be modified. These improvements will provide continuous access from I-215 to SR-79 via Leon Road and Max Gilliss Boulevard. This project is referred to as Phase 2 of the Clinton Keith Road Extension Project and is scheduled to begin construction in late 2014.

The subsequent phases of the Clinton Keith Extension Project, including the additional widening of the segment between Whitewood Road and Trois Valley Street and the construction of Clinton Keith Road between Leon Road and SR-79, will be constructed in the future as funding becomes available.

Maintenance responsibility for roadway improvements typically follows jurisdictional boundaries; however, the alignment of Clinton Keith Road in the area near Menifee Road creates an impractical division of maintenance for a portion of the improvements. Therefore, maintenance between the County of Riverside and the City of Murrieta will be divided in this area in a reasonable and equitable manner as shown in the agreement exhibits. Each jurisdiction will bear the costs of maintenance for that portion outside their jurisdiction, as identified in the exhibits, and for the remaining areas within their respective jurisdictional boundaries.

The Construction and Maintenance Agreement attached defines the roles and responsibilities of the County of Riverside and the City of Murrieta as it pertains to Phase 2 of the Clinton Keith Road Extension Project. The County of Riverside will be responsible for the construction of the project, and each agency will be responsible for the maintenance of the new facility as shown on Exhibit B of the agreement.

**Impact on Residents and Businesses**

The Clinton Keith Road Extension Project will improve mobility in southwest Riverside County. Travel times will be reduced, as will congestion on parallel roadways with the connection between the Winchester area and the City of Murrieta. Construction of this segment of roadway will create jobs and facilitate the areas economic growth.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Transportation Department will be responsible for the maintenance of an additional three miles of roadway following the completion of construction. On-going costs to maintain the new roadway will be considered before each phase begins construction. The cost to maintain roads is approximately \$5,000 per mile per year.

**AGREEMENT BY AND BETWEEN**  
**COUNTY OF RIVERSIDE AND THE CITY OF MURRIETA**  
**FOR CONSTRUCTION AND MAINTENANCE OF CLINTON KEITH ROAD**  
**BETWEEN WHITEWOOD ROAD AND LEON ROAD**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (“Effective Date”) by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Murrieta, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of California, (hereinafter "CITY") for the provision of roadway, traffic signal and lighting improvements within the jurisdictional boundaries of the COUNTY and CITY. The COUNTY and CITY will sometimes collectively be referred to as the “Parties”.

**RECITALS**

- A. COUNTY and CITY have determined the need to extend Clinton Keith Road to improve traffic flow and circulation in the southwest area of Riverside County. Due to the significant costs involved to make such road and bridge improvements, the extension of Clinton Keith Road is being done in stages.
- B. The stage that is the subject of this Agreement implements the extension of Clinton Keith Road from Whitewood Road in the City of Murrieta easterly to Leon Road in the unincorporated area of Riverside County, as shown in Exhibit “A” (Vicinity Map), attached hereto and by this reference incorporated herein and in accordance with the plans, specifications and estimate documents created for this road extension project. For purposes of this Agreement the following is referred to as “PROJECT”: construction of an interim half width section providing one lane in each direction with a painted median, a new traffic signal at Trois Valley/Clinton Keith Road, a signal modification at Whitewood Road/Clinton Keith Road, and street lighting.
- C. A full width urban arterial section is contemplated and will be constructed in a

1 subsequent stage as funding becomes available.

2 D. Since the jurisdictional boundaries of the COUNTY and CITY are located near Menifee  
3 Road and Clinton Keith Road and not centerline of that portion of the proposed future  
4 Clinton Keith Road to be constructed east of Menifee Road as shown in Exhibits "A" and  
5 "B", attached hereto and by this reference incorporated herein, the COUNTY and CITY  
6 desire to cooperate and jointly participate in the extension of improvements within the  
7 jurisdiction of each party and provide for maintenance in the most practical and efficient  
8 manner.

9 E. Since the PROJECT has been designed and real property interests acquired, the  
10 COUNTY and CITY desire to cooperate and jointly participate in obtaining the funding  
11 for the road improvements and implementing the PROJECT.

12 F. COUNTY and CITY desire to have one agency take a lead role in the development and  
13 implementation of PROJECT to coordinate the improvements and to reduce overall  
14 costs; therefore, the COUNTY has been designated as the lead agency for the  
15 PROJECT.

16 G. COUNTY and CITY desire to define herein the terms and conditions under which said  
17 PROJECT is to be administered, coordinated, constructed, managed, maintained and  
18 financed.

19  
20 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties  
21 hereto agree as follows:

22  
23 **AGREEMENT**

24  
25 **SECTION 1 • INCORPORATION OF RECITALS.** The recitals above are incorporated by this  
26 reference into the Agreement.

27 **SECTION 2 • COUNTY OBLIGATIONS:** The County agrees that it will be responsible for  
28 performing work concerning the construction of the Project and maintenance and repair of the

1 identified portion of improved roadway shown in Exhibit "B" and as described as follows:

2 **Construction**

- 3 2.1 To obtain necessary environmental clearances and permits in accordance with  
4 all applicable regulatory agency requirements including the California  
5 Environmental Quality Act.
- 6 2.2 To locate all utility facilities within the PROJECT area. If any utilities are found to  
7 conflict with PROJECT construction, COUNTY shall make all necessary  
8 arrangements with owners of such facilities for protection, relocation, or removal.  
9 All utilities shall be identified on the plans and in the specifications, and  
10 conflicting utilities are to be denoted with the appropriate resolution.
- 11 2.3 Once adequate funding has been identified, to advertise, award and administer a  
12 public works contract for the construction of PROJECT in accordance with all  
13 applicable laws, including but not limited to the local agency Public Construction  
14 Code, the California Labor Code, and in accordance with an encroachment  
15 permit issued by the CITY for the portion of the Project within CITY limits. No  
16 construction work will be performed on the PROJECT until both Parties confirm  
17 in writing that adequate funding is available to complete the Project.
- 18 2.4 In the event that contracts are awarded, COUNTY shall cause COUNTY'S  
19 contractors to maintain in force, until completion and acceptance of the  
20 PROJECT construction contract, a policy of Contractual Liability Insurance,  
21 including coverage of Bodily Injury Liability and Property Damage Liability, in the  
22 amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile  
23 Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each  
24 policy shall be required which name the CITY, its officers, officials, agents and  
25 employees as additionally insured. COUNTY shall also require COUNTY'S  
26 contractor to maintain Worker's Compensation Insurance. COUNTY shall provide  
27 Certificates of Insurance and Additional Insured Endorsements which meet the  
28 requirements of this section to CITY prior to the start of construction.

- 1           2.5    To construct PROJECT in accordance with approved plans, specifications and  
2                    estimates ("PS&E") documents created for the PROJECT.
- 3           2.6    To provide construction inspection for the PROJECT.
- 4           2.7    To provide material testing and quality control conforming to the Caltrans  
5                    Standard Testing Methods as provided in Chapter 16 of the Local Assistance  
6                    Procedures Manual, and to have this testing performed by a certified materials  
7                    tester.
- 8           2.8    To provide a representative to perform the function of Resident Engineer during  
9                    construction of PROJECT.
- 10          2.9    To furnish CITY a complete set of full-sized film positive reproducible as-built  
11                   plans and all contract records, including survey documents, within ninety (90)  
12                   days following the completion and acceptance of PROJECT construction for the  
13                   portion of the Project within the jurisdiction of the CITY.
- 14          2.10   To transfer title to road right-of-way and easements in favor of the CITY in a form  
15                   acceptable to the parties for all properties acquired for the PROJECT within the  
16                   CITY's jurisdiction.

17   **Operation, Maintenance and Repair**

- 18          2.11   Upon construction completion, be responsible for operation, maintenance, and  
19                   repair, and associated costs of facilities within COUNTY jurisdictional boundaries  
20                   except as identified in Section 2.12 herein below.
- 21          2.12   Upon construction completion, be responsible for operation, maintenance and  
22                   repair, and associated costs of facilities within that portion of the maintenance  
23                   area designated in EXHIBIT "B" within the CITY's jurisdiction until such time the  
24                   Parties agree to terminate this maintenance obligation or this Agreement for any  
25                   reason whatsoever. Due to the jurisdictional boundaries being inconsistent with  
26                   the road centerline and right-of-way lines, maintenance areas have been defined  
27                   to facilitate logical maintenance boundaries for each agency from Menifee Road  
28                   to approximately Station 267+50 per the PROJECT plans and as shown in

1 EXHIBIT "B" in more detail. All other PROJECT areas are to be the responsibility  
2 of the jurisdiction in which they are located.

3 2.13 Facilities to be operated, maintained and repaired include, but are not limited to,  
4 roadway structural paving, graded (unpaved) areas, curb, gutter, sidewalks,  
5 lighting, signage, striping, drainage, shoulders, slopes, basins, and traffic signals.

6 2.14 Maintenance and repair shall be in accordance with all applicable State, local  
7 and regulatory agency requirements.

8 2.15 To issue, at no cost to the CITY or its contractors, an encroachment permit  
9 authorizing entry onto COUNTY'S right-of-way to perform maintenance and  
10 repair of facilities within that portion of the maintenance area designated in  
11 EXHIBIT "B".

12 **SECTION 3 • CITY OBLIGATIONS:** The CITY agrees that it will be responsible for performing  
13 work concerning construction of the Project and maintenance and repair of the identified  
14 portion of improved roadway shown in Exhibit "B" and as described as follows:

15 **Construction**

16 3.1 To provide at no cost to the COUNTY, oversight of the PROJECT and to provide  
17 prompt reviews and approvals, as appropriate, of submittals by the COUNTY,  
18 and to cooperate in timely processing of the PROJECT.

19 3.2 To issue, at no cost to the COUNTY or its contractors, an encroachment permit  
20 authorizing entry onto CITY'S right-of-way to perform construction, survey and  
21 other investigative activities required for all work related to the PROJECT.

22 3.3 To furnish qualified support staff to assist the Resident Engineer in, but not  
23 limited to, construction surveys, soils and foundation tests, measurement and  
24 computation of quantities, testing of construction materials, checking shop  
25 drawings, preparation of estimates and reports, preparation of as-built drawings,  
26 and other inspection and staff services necessary to assure that the construction  
27 is performed in accordance with the PS&E documents and other appropriate  
28 standards and specifications.

1 **Operation, Maintenance and Repair**

2 3.4 Upon construction completion, be responsible for operation, maintenance, and  
3 repair, and associated costs of facilities within CITY jurisdictional boundaries  
4 except as identified in Section 3.5 below.

5 3.5 Upon construction completion, be responsible for operation, maintenance and  
6 repair, and associated costs of facilities within that portion of the maintenance  
7 area designated in EXHIBIT "B" within unincorporated areas of the COUNTY until  
8 such time the Parties agree to terminate this maintenance obligation or this  
9 Agreement for any reason whatsoever. Due to the jurisdictional boundaries  
10 being inconsistent with the road centerline and right-of-way lines, maintenance  
11 areas have been defined to facilitate logical maintenance boundaries for each  
12 agency from Menifee Road to approximately Station 267+50 per the PROJECT  
13 plans and as shown in EXHIBIT "B" in more detail. All other PROJECT areas are  
14 to be the responsibility of the jurisdiction in which they are located.

15 3.6 Facilities to be operated, maintained and repaired include, but are not limited to,  
16 roadway structural paving, graded (unpaved) areas, curb, gutter, sidewalks,  
17 lighting, signage, striping, drainage, shoulders, slopes, basins, and traffic signals.

18 3.7 Maintenance and repair shall be in accordance with all applicable State, local  
19 and regulatory agency requirements.

20 3.8 To issue, at no cost to the COUNTY or its contractors, an encroachment permit  
21 authorizing entry onto CITY'S right-of-way to perform maintenance and repair of  
22 facilities within that portion of the maintenance area designated in EXHIBIT "B".

23 **SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:**

24 4.1 COUNTY and CITY agree to work collectively to identify and obtain funding to  
25 complete the construction of the PROJECT. In the event that funding cannot or  
26 has not been obtained within seven years of the Effective Date of this Agreement  
27 for all, or any portion thereof, of the improvements included within the Project, the  
28 Parties may terminate or amend this Agreement.



- 1           4.2   Nothing in this agreement is intended to commit COUNTY or CITY to funding any  
2           portion of PROJECT, or obligate COUNTY or CITY to provide replacement  
3           funding for any anticipated funding, or require COUNTY or CITY to continue with  
4           the PROJECT if funds are not available.
- 5           4.3   Regardless of which Party to this Agreement performs the work, ownership and  
6           title to all materials, equipment, and appurtenances installed as part of this  
7           Agreement will automatically be vested with the jurisdiction in which the  
8           improvements are located and no further agreement will be necessary to transfer  
9           ownership.
- 10          4.4   No alteration or variation of the terms of this Agreement shall be valid unless  
11          made in writing and signed by both parties and no oral understanding or  
12          agreement not incorporated herein shall be binding on either party hereto.
- 13          4.5   Neither CITY nor any officer or employee thereof shall be responsible for any  
14          damage or liability occurring by reason of anything done or omitted to be done by  
15          COUNTY under or in connection with any work, authority or jurisdiction delegated  
16          to COUNTY under this Agreement. It is further agreed that pursuant to  
17          Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY  
18          harmless from any liability imposed for injury (as defined by Government Code  
19          Section 810.8) occurring by reason of anything done or omitted to be done by  
20          COUNTY respectively under or in connection with any work, authority or  
21          jurisdiction delegated to COUNTY respectively under this Agreement.
- 22          4.6   Neither COUNTY nor any officer or employee thereof shall be responsible for any  
23          damage or liability occurring by reason of anything done or omitted to be done by  
24          CITY under or in connection with any work, authority or jurisdiction delegated to  
25          CITY under this Agreement. It is further agreed that pursuant to Government  
26          Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from  
27          any liability imposed for injury (as defined by Government Code Section 810.8)  
28          occurring by reason of anything done or omitted to be done by CITY respectively

1 under or in connection with any work, authority or jurisdiction delegated to CITY  
2 respectively under this Agreement.

3 4.7 This Agreement and the exhibits herein contain the entire agreement between  
4 the parties, and are intended by the parties to completely state the agreement in  
5 full. Any agreement or representation respecting the matters dealt with herein or  
6 the duties of any party in relation thereto, not expressly set forth in this  
7 agreement, is null and void.

8 4.8 Nothing in the provisions of this Agreement is intended to create duties or  
9 obligations to or rights in third parties not parties to this Agreement or affects the  
10 legal liability of either party to the Agreement by imposing any standard of care  
11 with respect to the maintenance of roads different from the standard of care  
12 imposed by law.

13 4.9 This Agreement may be executed in one or more counterparts and when a  
14 counterpart shall have been signed by each party hereto, each shall be deemed  
15 an original, but all of which constitute one and the same instrument.

16 4.10 This Agreement shall terminate upon mutual agreement of the parties.

17 4.11 The Parties hereto have been represented by counsel in the preparation of this  
18 Agreement and no presumption or rule that ambiguity shall be construed against  
19 a drafting party shall apply to interpretation or enforcement hereof. Captions on  
20 sections and subsections are provided for convenience only and shall not be  
21 deemed to limit, amend or affect the meaning of the provision to which they  
22 pertain.

23 4.12 All notices permitted or required under this Agreement shall be deemed made  
24 when delivered to the applicable party's representative as provided in this  
25 Agreement. Such notices shall be mailed or otherwise delivered to the  
26 addresses set forth below, or at such other address as the respective parties  
27 may provide in writing for this purpose:  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IF TO COUNTY OF RIVERSIDE:  
Assistant Director of Transportation  
County of Riverside  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92502

IF TO CITY OF MURRIETA  
City Engineer  
City of Murrieta  
1 Town Square  
Murrieta, CA 92562

\\  
\\  
\\

[SIGNATURE PROVISIONS ON FOLLOWING PAGE]

1 **SECTION 5 • APPROVALS**

2 PARTIES declare that:

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

7  
8 COUNTY OF RIVERSIDE:

CITY OF MURRIETA:

9 By: \_\_\_\_\_  
10 John J. Benoit  
11 Chairman, Board of Supervisors

By: Rick Hill  
Mayor

12 Dated: \_\_\_\_\_

Dated: November 19, 2013

13  
14 ATTEST:  
15 Kecia Harper-Ihem  
16 Clerk of the Board

ATTEST:

17 By: \_\_\_\_\_  
18 Deputy

By: Jane A. Marmorek for  
City Clerk

19 (SEAL)

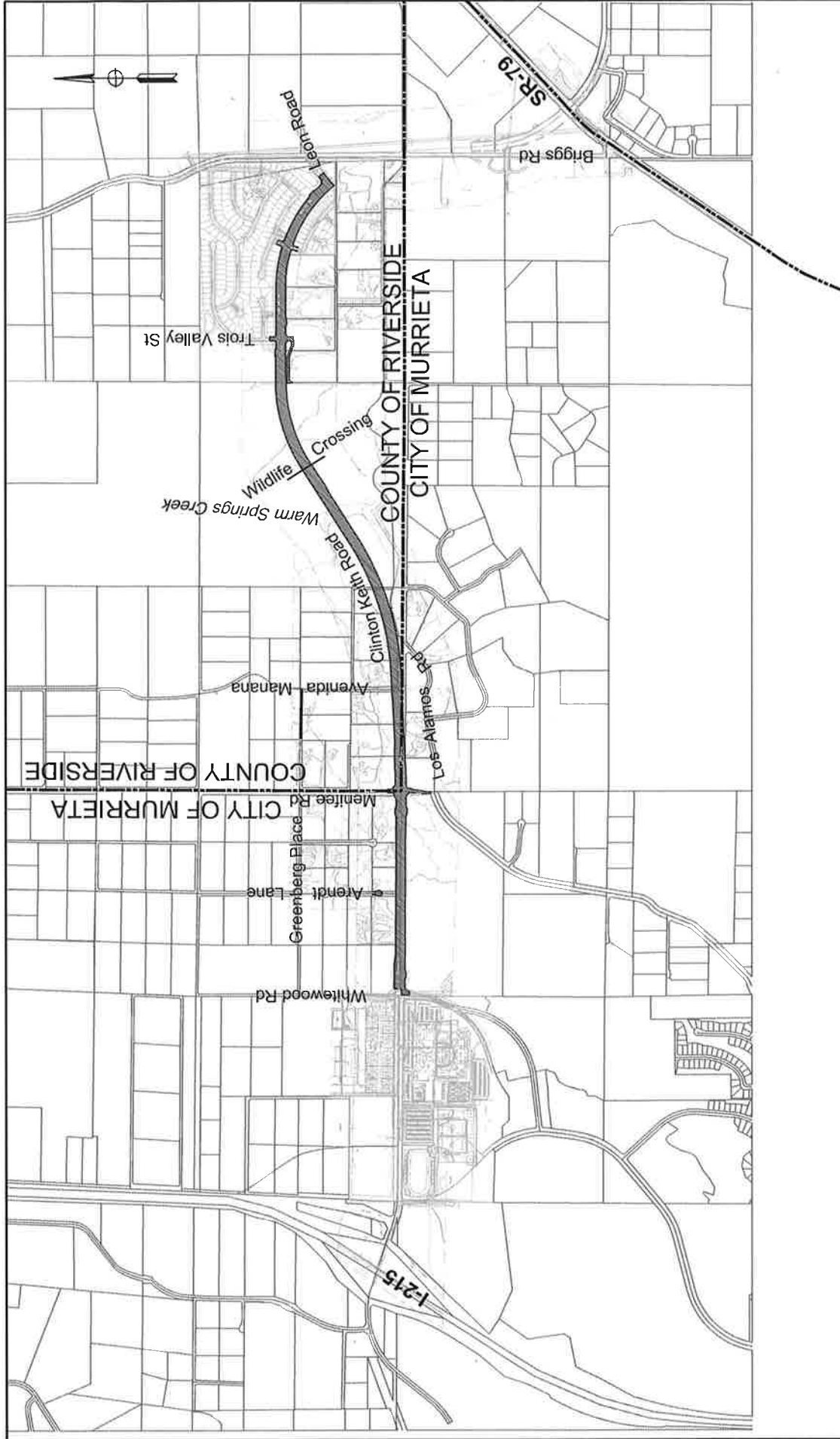
20  
21  
22 APPROVED AS TO FORM:  
23 Pamela J. Walls  
24 County Counsel

APPROVED AS TO FORM:

By: Pamela J. Walls  
Deputy County Counsel

By: Juli Devaney  
City Attorney

**EXHIBIT 'A'**  
**LOCATION MAP**



**LEGEND**

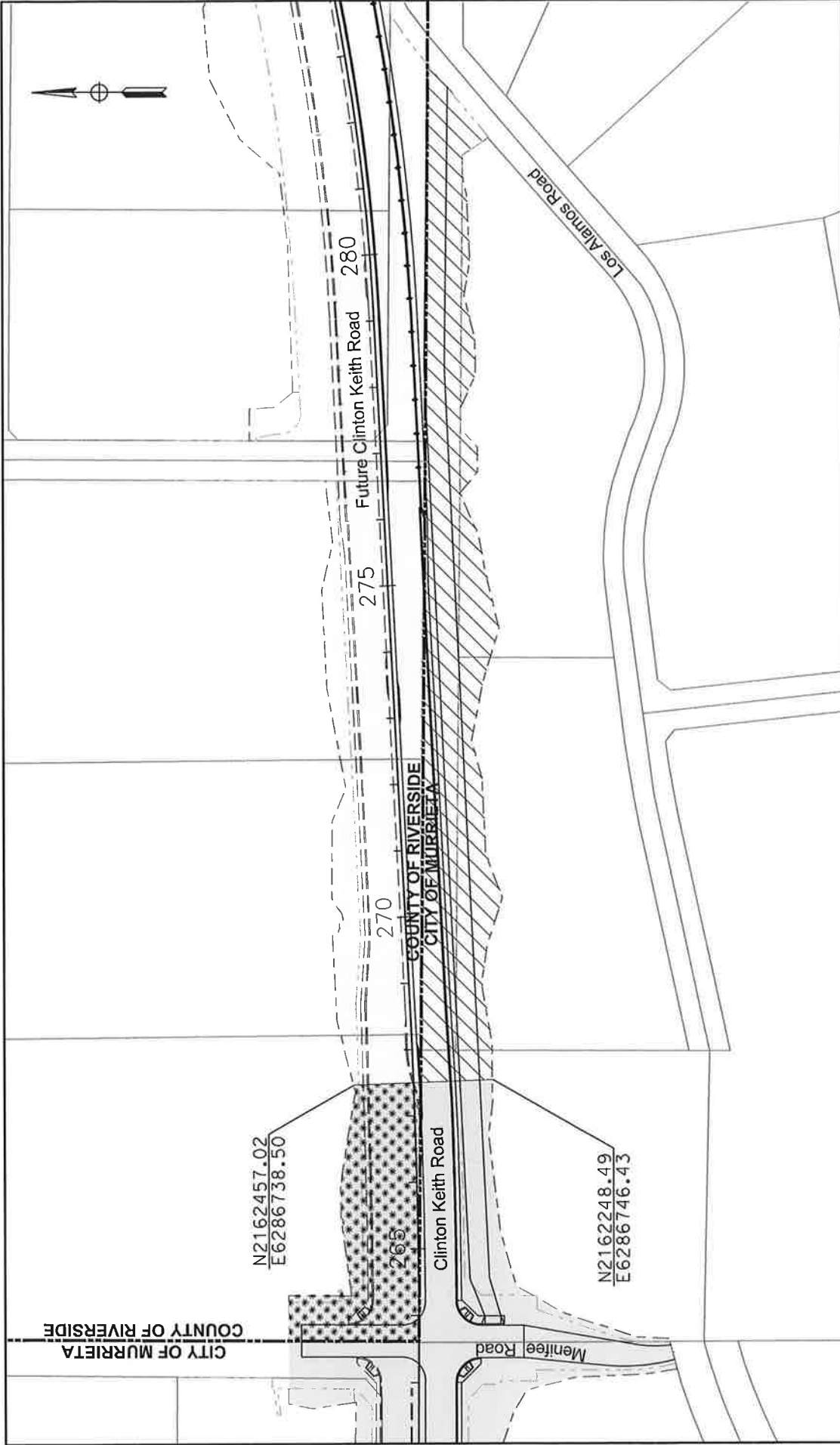
----- City of Murrieta/County of Riverside Boundary

▨ Clinton Keith Project Location




**Exhibit A**



Clinton Keith Vicinity Map

**EXHIBIT 'B'**  
**MAINTENANCE LIMITS**



**LEGEND**

-  City of Murrieta Maintenance Area
-  County of Riverside Maintenance Area
-  City of Murrieta/County of Riverside Boundary

-  County Area to be Maintained by City
-  City Area to be Maintained by County

**Exhibit B**

City Of Murrieta/County of Riverside  
Maintenance Limits