

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

§02A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
November 16, 2010

**SUBJECT:** Cooperative Agreement with the City of Murrieta for the construction of Traffic Signal and Safety Lighting at the intersection of Clinton Keith Road and Meadowlark Road and for construction of roadway improvements on Clinton Keith Road between Meadowlark Road and Antelope Road in the City of Murrieta.

**RECOMMENDED MOTION:** That the Board approve the Cooperative Agreement between the County of Riverside Transportation Department (County) and the City of Murrieta (City) for the construction of traffic signal and safety lighting at Clinton Keith Road and Meadowlark Road, and for construction of roadway improvements on Clinton Keith Road between Meadowlark Road and Antelope Road in the City of Murrieta, and authorize the Chairman of the Board of Supervisors to execute the agreement.

Juan C. Perez  
Director of Transportation

JM:sv

(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 2,553,927	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11
<b>SOURCE OF FUNDS:</b> TUMF Funds (100%) Project No. B20472				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

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

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: December 7, 2010  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board

By: Deputy

Prev. Agn. Ref.

District: 3

Agenda Number:

3.29

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: MARSHAL VICTOR  
DATE: 11/18/10

Departmental Concurrence

Dept't Recomm.:  Consent  Policy   
Per Exec. Ofc.:  Consent  Policy

The Honorable Board of Supervisors

RE: Cooperative Agreement with the City of Murrieta for the construction of Traffic Signal and Safety Lighting at the intersection of Clinton Keith Road and Meadowlark Road and for construction of roadway improvements on Clinton Keith Road between Meadowlark Road and Antelope Road in the City of Murrieta.

November 16, 2010

Page 2 of 2

**BACKGROUND:** The City intends to install a traffic signal and safety lighting at the intersection of Clinton Keith Road and Meadowlark Road and to widen Clinton Keith Road from Meadowlark Road to Antelope Road. These improvements are within the scope of County's Clinton Keith Road Extension Project (TIP B20472). The City desires to construct a portion of these improvements (project) prior to the County's project schedule.

The total cost of the project is estimated to be \$2,621,559. Changes to the County's plans for B20472 as requested by the City are estimated to cost \$41,440 in design and \$26,192 in construction costs. The City will be responsible for these costs as shown in Exhibit B. The County will reimburse the City for the remaining cost, estimated to be \$2,553,927.

The City will be the lead agency for the completion of plans, specifications and estimates, and will advertise, award and administer the project. The County will reimburse the City for the County's share of the cost.

The agreement is scheduled for the Murrieta City Council meeting on November 16, 2010. Section 3.14 of the contract contains provisions for this concurrent approval process.

County Counsel has reviewed and approved the agreement as to form.

**AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

Contract No. 10-10-004  
Riverside Co. Transportation

**AND**

**CITY OF MURRIETA**

**FOR A TRAFFIC SIGNAL, SAFETY LIGHTING AND ROADWAY IMPROVEMENTS  
PROJECT AT CLINTON KEITH ROAD BETWEEN MEADOWLARK ROAD AND  
ANTELOPE ROAD IN THE CITY OF MURRIETA**

This Agreement entered into this 7th day of December, 2010, 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 traffic signal, safety lighting and roadway improvements which are located within the CITY and part of the COUNTY's Clinton Keith Road Extension Project as described below.

**RECITALS**

- A. CITY intends to install a warranted traffic signal and safety lighting at the intersection of Clinton Keith Road and Meadowlark Road and to construct roadway improvements on Clinton Keith Road between Meadowlark Road and Antelope Road (hereinafter "PROJECT") as shown in Exhibit "A" (Vicinity Map) to improve traffic safety and operation of the intersection and roadway. The limits of the roadway improvements are from Antelope Road to the westerly curb returns of the intersection of Clinton Keith Road and Meadowlark Road (approximate station 236+78). The roadway improvements within the Clinton Keith Road and Meadowlark Road intersection outside of the PROJECT roadway limits will be constructed with and as part of the separate Capital Improvement Project, Meadowlark Road Improvements from Clinton Keith Road to Baxter Road, CIP 8448, by the CITY.
- B. COUNTY and CITY desire to cooperate and jointly participate in developing and

1 implementing the PROJECT.

2 C. COUNTY has undertaken a road improvement project to construct certain roadway and  
3 related improvements on Clinton Keith Road from I215 and SR79, known as the Clinton Keith  
4 Road Extension Project.

5 D. The CITY desires to include within the PROJECT a portion of the improvements that had  
6 been planned within the Clinton Keith Road Extension Project of COUNTY.

7 E. COUNTY has prepared plans, specifications and estimates and has an approved  
8 environmental document for the Clinton Keith Road Extension Project.

9 F. COUNTY and CITY desire to advertise, award, and administer the PROJECT to coordinate  
10 the improvements located in the CITY but within the scope of the COUNTY's Clinton Keith  
11 Extension Project.

12 G. CITY is willing to provide the administrative, technical, managerial, and support services  
13 necessary to develop and implement the PROJECT.

14 H. COUNTY and CITY desire to provide herein the terms and conditions under which the  
15 PROJECT is to be administered, environmentally cleared, engineered, coordinated,  
16 constructed, managed, maintained and financed.

17  
18 **AGREEMENT**

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

21  
22 **SECTION 1 • CITY AGREES:**

- 23 1. To submit invoices to the COUNTY requesting payment or reimbursement for the COUNTY  
24 costs identified in Exhibit "B". Each invoice shall be accompanied by detailed contractor  
25 invoices, or other demands for payment.
- 26 2. To fund one hundred (100) percent of the cost of the preparation of plans, specifications and  
27 estimates ("PS&E") for the traffic signal and safety lighting portion of the PROJECT; to fund

1 one hundred (100) percent of the cost of revisions to the 100% Submittal of the "Clinton Keith  
2 Road, Work Order Number B2-0472 from Antelope Road to French Valley Creek Bridge"  
3 plans prepared by CH2MHill Engineering Company for the County, dated September 2007;  
4 to provide utility coordination to relocate utilities impacted by the PROJECT; and to advertise,  
5 award and administer the PROJECT. The estimated costs for CITY's share of the PROJECT  
6 are provided in Exhibit "B" attached hereto and incorporated herein.

7 3. The CITY is responsible for the associated costs related to the redesign effort to include new  
8 design elements that were not part of the COUNTY project. The COUNTY shall pay the  
9 CITY's costs to CH2M Hill Engineering Company under the COUNTY's current contract with  
10 CH2M Hill Engineering Company estimated at \$41,440 and outlined in Exhibit "D", but these  
11 costs will be deducted from the overall PROJECT funds being reimbursed/paid to the CITY.

12 4. To fund one hundred (100) percent of the cost of the grading, sidewalk removal, irrigation  
13 adjustment, erosion control, and installation of sidewalk and curb ramps all behind the curb  
14 and gutter between the main, signalized school entrance driveway and the next easterly  
15 driveway as shown in Exhibit "C" (Station 223+40 and Station 227+80) (hereinafter "CITY  
16 Requested Improvements"). The cost of the CITY Requested Improvements will be based  
17 on actual costs and are estimated at \$26,192 as provided in Exhibit "B" attached hereto and  
18 incorporated herein. These costs will be deducted from the overall project funds being  
19 reimbursed/paid to the CITY.

20 5. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT  
21 design and construction responsibility. If any existing public and/or private utility facilities  
22 conflict with PROJECT construction, CITY shall make all necessary arrangements with the  
23 owners of such facilities for their protection, relocation, or removal. All utility facilities shall be  
24 identified on the PROJECT plans and specifications, and conflicting utilities shall be denoted.  
25 CITY shall require the utility owner and/or its contractors performing the relocation work  
26 within CITY's right of way to obtain a CITY encroachment permit prior to the performance of  
27 said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to

1 establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In  
2 the case that any utility companies are determined to have prior rights, the cost of relocating  
3 utilities shall be borne by the COUNTY.

- 4 6. To coordinate with the COUNTY or COUNTY's designated representative during the design  
5 and construction phases of the PROJECT to verify that the facilities to be constructed are in  
6 compliance with the future Clinton Keith widening/extension to be undertaken by COUNTY.
- 7 7. To advertise, award and administer a public works contract for the construction of the  
8 PROJECT in accordance with all applicable laws, including but not limited to the State of  
9 California Public Contract Code, the California Labor Code, and in accordance with any  
10 permits issued by the CITY.
- 11 8. To furnish a representative to perform the function of Resident Engineer during construction  
12 of the PROJECT.
- 13 9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to,  
14 construction surveys, soils and foundation tests, measurement and computation of quantities,  
15 testing of construction materials, checking shop drawings, preparation of estimates and  
16 reports, preparation of as-built drawings, and other inspection and staff services necessary to  
17 assure that the construction is performed in accordance with the PS&E documents.
- 18 10. To construct the PROJECT in accordance with approved PS&E documents.
- 19 11. To submit any contract change order that causes the construction contract to exceed 10% of  
20 the contract bid amount to COUNTY for review and approval prior to final authorization by  
21 CITY.
- 22 12. To furnish COUNTY a complete set of full-sized film positive reproducible as-built plans and  
23 all contract records, including survey documents, within sixty (60) days following the  
24 completion and acceptance of the PROJECT construction contract. COUNTY also desires  
25 electronic copies of completed plans if available. If electronic copies are provided it is  
26 requested that they be provided on CD-R media.
- 27 13. To furnish COUNTY a final reconciliation of PROJECT costs within ninety (90) days following

1. the completion and acceptance of the PROJECT construction contract.

2 14. CITY will fund one hundred (100) percent of and provide the operation and maintenance of  
3 the traffic signal and safety lighting within the PROJECT.

4 15. CITY will fund one hundred (100) percent of and provide the operation and maintenance of  
5 the roadway and drainage facilities and stormwater Best Management Practices within the  
6 PROJECT area.

7 16. CITY will comply with the certification for the Clinton Keith Road Extension Project West  
8 Water Quality Certification No. 07C-110, Conditions 2-5 and 7-9, Project Conditions 1-2 and  
9 4-9, Post Construction Conditions 1, 3 and 4-7.

10 17. CITY will coordinate the property dedication from the Murrieta Valley Unified School District  
11 for the Murrieta Vista High School which is needed to construct the CITY Requested  
12 Improvements as described in subsection 4 of Section 1 above.

13 18. CITY will comply with all the requirements of the 2000 Environmental Impact Report ("EIR")  
14 and Supplemental EIR ("SEIR") 398, including, but not limited to, the Mitigation Monitoring  
15 and Reporting Program ("MMRP") as shown in Appendix I of the Final SEIR 398 as it  
16 pertains to the scope and construction of the PROJECT. The CITY will implement all  
17 applicable avoidance, minimization and mitigation measures as identified in the original 2000  
18 EIR and SEIR 398 and will provide evidence of implementation in the form of a completed  
19 MMRP within 60 days of acceptance of Notice of Completion.

20 19. Insurance

21 Without limiting or diminishing the CITY'S obligation to indemnify or hold the COUNTY  
22 harmless, CITY shall procure and maintain or cause to be procured and maintained, at no  
23 cost and expense to the County, the following insurance coverage's during the term of  
24 this Agreement. As respects to the insurance section only, the COUNTY herein refers to  
25 the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their  
26 respective directors, officers, Board of Supervisors, employees, elected or appointed  
27 officials, agents or representatives as Additional Insureds.

1 A. Workers' Compensation:

2 If the CITY has employees as defined by the State of California, the CITY shall maintain  
3 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of  
4 the State of California. Policy shall include Employers' Liability (Coverage B) including  
5 Occupational Disease with limits not less than \$1,000,000 per person per accident. The  
6 policy shall be endorsed to waive subrogation in favor of The County of Riverside.

7 B. Commercial General Liability:

8 Commercial General Liability insurance coverage, including but not limited to, premises  
9 liability, unmodified contractual liability, products and completed operations liability,  
10 personal and advertising injury, and cross liability coverage, covering claims which may  
11 arise from or out of CITY'S performance of its obligations hereunder. Policy shall name  
12 the COUNTY as Additional Insured. Policy's limit of liability shall not be less than  
13 \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
14 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times  
15 the occurrence limit.

16 C. Vehicle Liability:

17 If vehicles or mobile equipment are used in the performance of the obligations under this  
18 Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single  
20 limit. If such insurance contains a general aggregate limit, it shall apply separately to this  
21 agreement or be no less than two (2) times the occurrence limit. Policy shall name the  
22 COUNTY as Additional Insureds.

23 D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE  
24 PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND  
25 LAWYERS)

26 CITY shall maintain Professional Liability Insurance providing coverage for the CITY's  
27 performance of work included within this Agreement, with a limit of liability of not less than



1 \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CITY's Professional  
2 Liability Insurance is written on a claims made basis rather than an occurrence basis,  
3 such insurance shall continue through the term of this Agreement and CITY shall  
4 purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known  
5 as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date  
6 back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through  
7 Certificates of Insurance that CITY has Maintained continuous coverage with the same or  
8 original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the  
9 law allows.

10 E. General Insurance Provisions - All lines:

11 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
12 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
13 requirements are waived, in writing, by the County Risk Manager. If the County's Risk  
14 Manager waives a requirement for a particular insurer such waiver is only valid for that  
15 specific insurer and only for one policy term.

16 2) The CITY must declare its insurance self-insured retention for each coverage required  
17 herein. If any such self-insured retention exceed \$500,000 per occurrence each such  
18 retention shall have the prior written consent of the County Risk Manager before the  
19 commencement of operations under this Agreement. Upon notification of self-insured  
20 retention unacceptable to the COUNTY, and at the election of the Country's Risk  
21 Manager, CITY'S carriers shall either; 1) reduce or eliminate such self-insured retention  
22 as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees  
23 payment of losses and related investigations, claims administration, and defense costs  
24 and expenses.

25 3) CITY shall cause CITY'S insurance carrier(s) to furnish the County of Riverside with  
26 either 1) a properly executed original Certificate(s) of Insurance and certified original  
27 copies of Endorsements effecting coverage as required herein, and 2) if requested to do

1 so orally or in writing by the County Risk Manager, provide original Certified copies of  
2 policies including all Endorsements and all attachments thereto, showing such insurance  
3 is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain  
4 the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given  
5 to the County of Riverside prior to any material modification, cancellation, expiration or  
6 reduction in coverage of such insurance. In the event of a material modification,  
7 cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
8 forthwith, unless the County of Riverside receives, prior to such effective date, another  
9 properly executed original Certificate of Insurance and original copies of endorsements or  
10 certified original policies, including all endorsements and attachments thereto evidencing  
11 coverage's set forth herein and the insurance required herein is in full force and effect.  
12 CITY shall not commence operations until the COUNTY has been furnished original  
13 Certificate (s) of Insurance and certified original copies of endorsements and if requested,  
14 certified original policies of insurance including all endorsements and any and all other  
15 attachments as required in this Section. An individual authorized by the insurance carrier  
16 to do so on its behalf shall sign the original endorsements for each policy and the  
17 Certificate of Insurance.

18 4) It is understood and agreed to by the parties hereto that the CITY'S insurance shall be  
19 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or  
20 self-insured retention's or self-insured programs shall not be construed as contributory.

21 5) If, during the term of this Agreement or any extension thereof, there is a material  
22 change in the scope of services; or, there is a material change in the equipment to be  
23 used in the performance of the scope of work; or, the term of this Agreement, including  
24 any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust  
25 the types of insurance and the monetary limits of liability required under this Agreement, if  
26 in the County Risk Manager's reasonable judgment, the amount or type of insurance  
27 carried by the CITY has become inadequate.

1 6) CITY shall pass down the insurance obligations contained herein to all tiers of  
2 contractors or subcontractors working under this Agreement.

3 7) The insurance requirements contained in this Agreement may be met with a  
4 program(s) of self-insurance acceptable to the COUNTY.

5 8) CITY agrees to notify COUNTY of any claim by a third party or any incident or event  
6 that may give rise to a claim arising from the performance of this Agreement.

7  
8 SECTION 2 • COUNTY AGREES:

9 1. To pay within forty-five (45) days of receipt all invoices submitted by CITY for services  
10 rendered in accordance with this Agreement.

11 2. To fund one hundred (100) percent of the actual cost necessary to construct the PROJECT  
12 with the exception of the portion of the CITY Requested Improvements described in  
13 subsection 4 of Section 1 above and the CH2M Hill costs outlined in subsection 3 of Section  
14 1 above, which will be funded by the CITY. In the case that any utility companies are  
15 determined to have prior rights, the cost of relocating utilities shall be borne by the COUNTY.  
16 The estimated costs for the PROJECT are provided in Exhibit "B" attached hereto and  
17 incorporated herein with an overall net estimate of \$2,553,927. COUNTY agrees that should  
18 unforeseen circumstances arise which result in an increase of any costs over those shown in  
19 Exhibit "B", COUNTY will in good faith consider an amendment to this Agreement to include  
20 any such costs under this Agreement.

21 3. To prepare, or cause to be prepared, the Clinton Keith Road final PS&E documents in  
22 accordance with the approved environmental document, for the COUNTY's Clinton Keith  
23 Road widening/extension project and submit to CITY for review and approval. Final plans for  
24 improvements within CITY's right of way shall be prepared to CITY standards, and signed by  
25 a Civil Engineer registered in the State of California. Deviations from standards shall be  
26 coordinated with and approved by CITY. CITY agrees that the COUNTY will use Caltrans  
27 Specifications instead of The Standard Specifications for Public Works Construction,

1 "Greenbook" for the County design.

2 4. To cooperate in timely processing of the PROJECT.

3 5. To issue, at no cost to CITY or its contractors, survey, design, drainage, environmental, and  
4 right of way information related to the COUNTY's Clinton Keith Road widening/extension  
5 project.

6 6. To fund one hundred (100) percent of the CITY's costs for a representative to perform the  
7 function of Resident Engineer during construction of PROJECT.

8 7. To fund one hundred (100) percent of the CITY's costs for qualified support staff to assist the  
9 Resident Engineer in, but not limited to, construction surveys, soils and foundation tests,  
10 measurement and computation of quantities, testing of construction materials, checking shop  
11 drawings, preparation of estimates and reports, preparation of as-built drawings, and other  
12 inspection and staff services necessary to assure that the construction is performed in  
13 accordance with the PS&E documents.

14 8. To fund one hundred (100) percent of the costs for and furnish a representative to coordinate  
15 through the CITY's Resident Engineer during the construction of PROJECT and to verify  
16 facilities are constructed in accordance with the approved PS&E documents as required by  
17 this Agreement.

18  
19 SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

20 1. The total cost of the PROJECT is estimated to be \$2,621,559 as detailed in Exhibit "B".

21 2. If upon opening of bids for construction of the PROJECT the bids indicate that a cost overrun  
22 of no more than fifteen (15) percent of the construction costs estimate as described in Exhibit  
23 "B" will occur, CITY may award the contract.

24 3. If upon opening of bids, it is found that a cost overrun exceeding fifteen (15) percent of the  
25 total estimated cost will occur, COUNTY and CITY shall endeavor to agree upon an  
26 alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an  
27 alternative course of action is not agreed upon, this Agreement shall be deemed to be

1 terminated by mutual consent, with each agency sharing incurred costs in accordance with  
2 the cost shares and obligations as set forth in Section I and Section II.

- 3 4. Construction of PROJECT improvements referred to herein lie within CITY rights of way and  
4 do not require a COUNTY Encroachment Permit. Any corresponding field changes during  
5 construction are to be approved by COUNTY or its designated representative to ensure  
6 compliance with the COUNTY's future Clinton Keith Road widening/extension project.
- 7 5. COUNTY personnel may observe and inspect all work being done on the PROJECT, but  
8 shall provide any comments to CITY personnel who shall be solely responsible for all  
9 communications with CITY contractor.
- 10 6. Ownership and title to all materials, equipment, and appurtenances installed as part of this  
11 Agreement will automatically be vested with the jurisdiction in which the improvements reside  
12 and no further agreement will be necessary to transfer ownership.
- 13 7. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements  
14 provided by the PROJECT that are located outside of their respective right of way  
15 boundaries.
- 16 8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing  
17 and signed by both parties and no oral understanding or agreement not incorporated herein  
18 shall be binding on either party hereto.
- 19 9. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3)  
20 years from the date of final payment, all records and accounts relating to the PROJECT.
- 21 10. CITY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts,  
22 Special Districts and Departments, their respective directors, officers, Board of Supervisors,  
23 elected and appointed officials, employees, agents and representatives from any liability  
24 whatsoever, based or asserted upon any act or omission of CITY, its officers, employees,  
25 subcontractors, agents or representatives arising out of or in any way relating to or in any  
26 way connected with this Agreement, including but not limited to property damage, bodily  
27 injury, or death or any other element of any kind or nature whatsoever. CITY shall defend,

1 at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of  
2 investigation, defense and settlements or awards, the County of Riverside, its Agencies,  
3 Districts, Special Districts and Departments, their respective directors, officers, Board of  
4 Supervisors, elected and appointed officials, employees, agents and representatives in any  
5 claim or action based upon such alleged acts or omissions.

6 With respect to any action or claim subject to indemnification herein by CITY, CITY shall,  
7 at their sole cost, have the right to use counsel of their own choice and shall have the right to  
8 adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;  
9 provided, however, that any such adjustment, settlement or compromise in no manner  
10 whatsoever limits or circumscribes CITY'S indemnification to COUNTY as set forth herein.

11 CITY'S obligation hereunder shall be satisfied when CITY has provided to COUNTY the  
12 appropriate form of dismissal relieving COUNTY from any liability for the action or claim  
13 involved.

14 The specified insurance limits required in this Agreement shall in no way limit or  
15 circumscribe CITY'S obligations to indemnify and hold harmless the COUNTY herein from  
16 third party claims.

17 In the event there is conflict between this clause and California Civil Code Section 2782,  
18 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not  
19 relieve the CITY from indemnifying the COUNTY to the fullest extent allowed by law.

20 11. COUNTY shall indemnify and hold harmless the City of Murrieta, its Agencies, Districts,  
21 Special Districts and Departments, their respective directors, officers, City Council, elected  
22 and appointed officials, employees, agents and representatives from any liability whatsoever,  
23 based or asserted upon any act or omission of COUNTY, its officers, employees,  
24 subcontractors, agents or representatives arising out of or in any way relating to or in any  
25 way connected with this Agreement, including but not limited to property damage, bodily  
26 injury, or death or any other element of any kind or nature whatsoever. COUNTY shall  
27 defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost

1 of investigation, defense and settlements or awards, the CITY, its Agencies, Districts, Special  
2 Districts and Departments, their respective directors, officers, City Council, elected and  
3 appointed officials, employees, agents and representatives in any claim or action based upon  
4 such alleged acts or omissions.

5 With respect to any action or claim subject to indemnification herein by COUNTY,  
6 COUNTY shall, at their sole cost, have the right to use counsel of their own choice and shall  
7 have the right to adjust, settle, or compromise any such action or claim without the prior  
8 consent of CITY; provided, however, that any such adjustment, settlement or compromise in  
9 no manner whatsoever limits or circumscribes COUNTY'S indemnification to CITY as set  
10 forth herein.

11 COUNTY'S obligation hereunder shall be satisfied when COUNTY has provided to CITY  
12 the appropriate form of dismissal relieving CITY from any liability for the action or claim  
13 involved.

14 The specified insurance limits required in this Agreement shall in no way limit or  
15 circumscribe COUNTY'S obligations to indemnify and hold harmless the CITY herein from  
16 third party claims.

17 In the event there is conflict between this clause and California Civil Code Section 2782,  
18 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not  
19 relieve the COUNTY from indemnifying the CITY to the fullest extent allowed by law.

20 12. This Agreement and the exhibits herein contain the entire agreement between the parties,  
21 and are intended by the parties to completely state the agreement in full. Any agreement or  
22 representation respecting the matters dealt with herein or the duties of any party in relation  
23 thereto, not expressly set forth in this Agreement, is null and void.

24 13. Nothing in the provisions of this Agreement is intended to create duties or obligations to or  
25 rights in third parties not parties to this Agreement or affect the legal liability of either party to  
26 the Agreement by imposing any standard of care with respect to the maintenance of roads  
27 different from the standard of care imposed by law.

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

4 15. This Agreement shall terminate upon completion of the PROJECT or upon mutual agreement  
5 of the parties.



**APPROVALS**

**COUNTY:**

**CITY OF MURRIETA:**

By: *Marion Ashley*  
Chairman, Board of Supervisors  
MARION ASHLEY

\_\_\_\_\_  
Kelly A. Bennett, Mayor

Dated: DEC 07 2010

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

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

APPROVED AS TO FORM:

By: *[Signature]*  
Deputy

\_\_\_\_\_  
Leslie E. Devaney, City Attorney

APPROVED AS TO CONTENT

(SEAL)

\_\_\_\_\_  
Patrick Thomas, Director of Public Works

APPROVED AS TO FORM:  
Pamela J. Walls  
County Counsel

ATTEST:

By: *[Signature]* 11/18/10  
Deputy County Counsel

\_\_\_\_\_  
Kay Vinson, City Clerk

**APPROVALS**

**COUNTY:**

By: *Manion Asseley*  
Chairman, Board of Supervisors

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

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

(SEAL)

APPROVED AS TO FORM:  
Pamela J. Walls  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**CITY OF MURRIETA:**

*Kelly A. Bennett*  
Kelly A. Bennett, Mayor

Dated: Nov. 16, 2010

APPROVED AS TO FORM:

*Leslie E. Devaney*  
Leslie E. Devaney, City Attorney

APPROVED AS TO CONTENT

*Patrick Thomas*  
Patrick Thomas, Director of Public Works

ATTEST:

*Kay Vinson*  
Kay Vinson, City Clerk



# EXHIBIT A

## VICINITY MAP

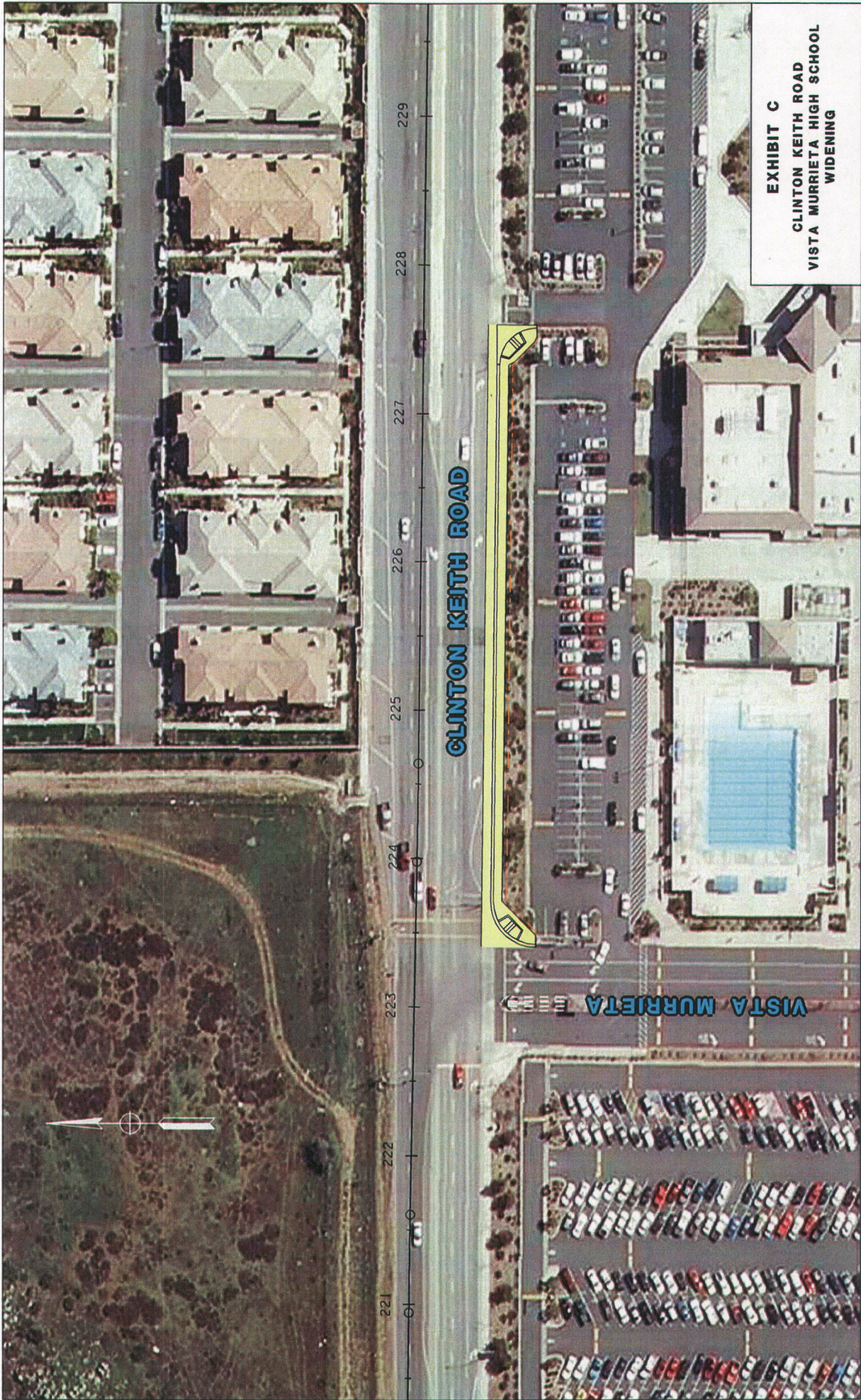




**EXHIBIT B**  
**PROJECT COST ESTIMATE BREAKDOWN**

COUNTY Item	Costs
Roadway PS&E through 100% Submittal	Costs already incurred by County
Environmental Document	Costs already incurred by County
Utility Relocation	Responsibility of the respective utility
Total Project Construction Cost – estimated	\$2,127,889
Total Project Construction Contingency (10%) - estimated	\$212,789
Total Project Construction Management (12%) – estimated	\$280,881
Project Total	\$2,621,559
CITY Item	Costs
Traffic Signal at Meadowlark PS&E	Costs incurred by City
Property Dedication from High School	Coordination by City
Utility Coordination	Coordination by City
Advertise, Award, Administer Project	Coordination by City
CH2M Hill Design for City improvements	\$41,440
City Project Construction Cost – estimated	\$21,260
Project Construction Contingency (10%)- estimated	\$2,126
Project Construction Management (12%) – estimated	\$2,806
Sub Total of City Project Construction	\$26,192
Total	\$67,632
Net COUNTY Contribution	\$2,553,927





**EXHIBIT C**  
**CLINTON KEITH ROAD**  
**VISTA MURRIETA HIGH SCHOOL**  
**WIDENING**