

**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. 3rd/3rd 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

Patricia Romo

Assistant Director of Transportation Management

Juan C. Perez

Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 21,000	
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>

SOURCE OF FUNDS: 100% Gas Tax

Budget Adjustment: No

For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE

BY: **Tina Grande**

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 28, 2014
xc: Transp. 10-20

Kecia Harper-Ihem
Clerk of the Board

BY: **Phil Eds**
Deputy

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

3-24

FORM APPROVED COUNTY COUNSEL
BY: **NEAL R. KIPNIS** DATE: **1/13/14**

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

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.

3rd/3rd 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 28 day of January, 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

subsequent stage as funding becomes available.

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

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

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

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

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

AGREEMENT

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

SECTION 2 • COUNTY OBLIGATIONS: The County agrees that it will be responsible for 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

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

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

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

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

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

Construction

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

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

3.3 To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents and other appropriate 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 IF TO COUNTY OF RIVERSIDE:
2 Assistant Director of Transportation
3 County of Riverside
4 4080 Lemon Street, 8th Floor
5 Riverside, CA 92502

6 IF TO CITY OF MURRIETA
7 City Engineer
8 City of Murrieta
9 1 Town Square
10 Murrieta, CA 92562

11 \\\

12 \\\

13 \\\

14 [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:

9 By:

10 Jeff Stone
Chairman, Board of Supervisors
JEFF STONE

11 Dated: JAN 28 2014

12

13

14 ATTEST:
Kecia Harper-Ihem
Clerk of the Board

15

16 By:

17 Deirdre Ecker
Deputy

18

19 (SEAL)

20

21

22 APPROVED AS TO FORM:

23 Pamela J. Walls
County Counsel

24 By:

25 Pamela J. Walls
Deputy County Counsel

CITY OF MURRIETA:

By:

Rick Hill

Mayor

Dated: November 19, 2013

ATTEST:

By:

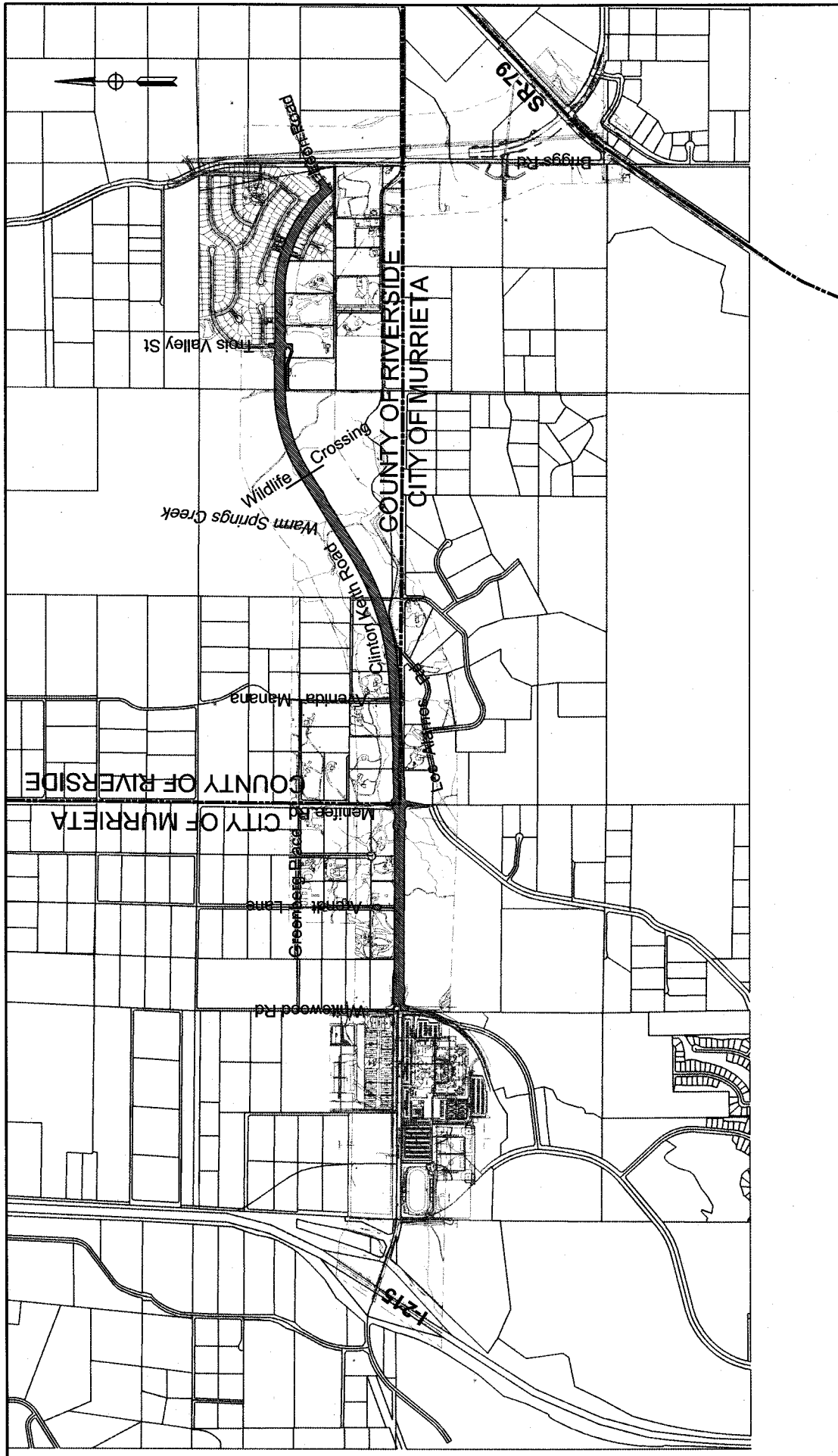
Patricia Manning for
City Clerk

APPROVED AS TO FORM:

By:

Julia Devaney
City Attorney

EXHIBIT 'A'
LOCATION MAP



LEGEND

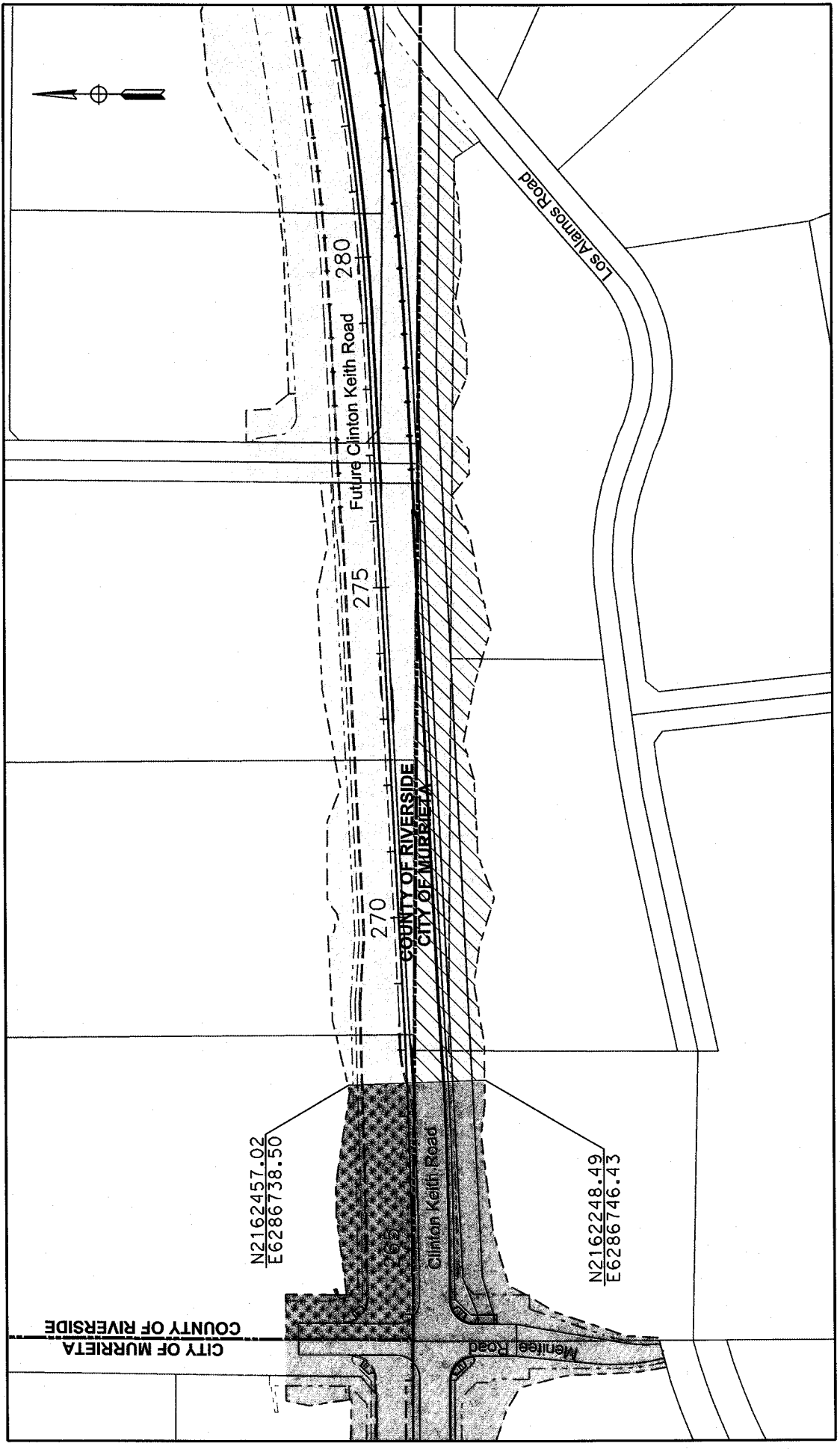
----- City of Murrieta/County of Riverside Boundary

■ Clinton Keith Project Location

Exhibit A

Clinton Keith Vicinity Map

EXHIBIT 'B'
MAINTENANCE LIMITS



LEGEND



City of Murrieta Maintenance Area

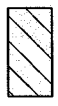


County of Riverside Maintenance Area

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