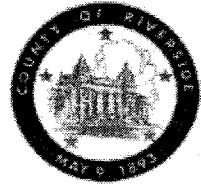


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

428A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
April 5, 2012

**SUBJECT:** Funding Agreement between the County of Riverside (COUNTY) and the March Joint Powers Authority (March JPA) for the Interstate 215 (I-215) at Van Buren Boulevard interchange improvement project.

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

1. Approve and execute the attached Agreement between the COUNTY and March JPA and;
2. Authorize the Chairman to execute the same.

**BACKGROUND:** The proposed project consists of replacing and widening the Van Buren Boulevard freeway and railroad overcrossing structures, reconfiguring and signaling of the on

Juan C. Perez  
Director of Transportation

(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 3,124,621	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

<b>SOURCE OF FUNDS:</b> March JPA (100%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
There are no General Funds used on this project	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY:   
Tina Grande

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Stone 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: April 17, 2012  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.** 12/20/11 (3.26) | **District:** 1/1&5/5 | **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.19

FORM APPROVED COUNTY COUNSEL  
BY:   
MARSHAL VICTOR  
DATE: 4/5/12

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Funding Agreement between the County of Riverside (COUNTY) and the March Joint Powers Authority (March JPA) for the Interstate 215 (I-215) at Van Buren Boulevard interchange improvement project.

April 5, 2012

Page 2 of 2

and off ramps and adding auxiliary lanes on Interstate 215. Landscaping and aesthetic features are also part of the project. The project will improve traffic capacity and operation of the interchange and provide for future traffic growth that is anticipated including the Meridian Business Park and re-use of the March Air Reserve Base.

The Meridian Business Park, developed by LNR Properties, LLC under the jurisdiction of March JPA, has committed a total of \$7 million to the Van Buren Interchange project. LNR Properties spent approximately \$3.876 million for the environmental approval and conceptual design phases of the project. The remaining \$3.124 million of the committed \$7 million is now to be used for the construction phase of the project. As the presiding jurisdiction over the Meridian development project, March JPA now desires to transfer these funds to the County for use in construction of the project.

The attached agreement outlines the terms and conditions by which the developer funds will be transferred to the County. The project has been advertised for construction as approved by the Board December 20, 2011, agenda item 3.26, and a construction contract is anticipated to be awarded by the Board of Supervisors on this same Board agenda. This item will be considered at the March JPA meeting on April 18<sup>th</sup> 2012.

Construction is anticipated to begin in the Summer of 2012.

Received  
Project No. B70798

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

I-215/Van Buren Blvd Interchange

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  
29

**COOPERATIVE AGREEMENT BY AND BETWEEN**  
**COUNTY OF RIVERSIDE AND MARCH JOINT POWERS AUTHORITY**  
**FOR INTERCHANGE IMPROVEMENTS AT**  
**INTERSTATE 215 AND VAN BUREN BOULEVARD**

This Cooperative Agreement ("Agreement") entered into this 17 day of April, 2012, by and between the County of Riverside ("COUNTY") and March Joint Powers Authority ("MJPA") for certain funding towards interchange improvements at Interstate 215 ("I-215") and Van Buren Boulevard. COUNTY and MJPA are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**RECITALS**

- A. COUNTY and MJPA have determined that there is significant need for improvements to the I-215/Van Buren Boulevard Interchange including: ramp reconfiguration, replacement of freeway and railroad crossing bridges, ramp widening, traffic signals, ramp metering and auxiliary lanes (the "Project"), as shown in Exhibit A.
- B. COUNTY and MJPA entered into an agreement on June 19, 2007 entitled, "Agreement for the Provision of Governmental Municipal Services and Distribution of Certain Revenues between the County and the March Joint Powers Authority," in which the Parties agreed to designate the COUNTY as the lead agency for the Project, and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to construct the Project.
- C. The March Joint Powers Authority General Plan identifies the March Business Center and Meridian Specific Plans, which are anticipated to generate new passenger car and truck trips at the Van Buren Boulevard Interchange. The Interchange improvements are critical to the successful operation of these developments and future development in the area. As such, LNR the master builder for the March Business Center and Meridian Specific Plans has agreed to contribute \$7,000,000 toward the planning and construction of the Project. To date, LNR has spent \$3,875,379 towards the Project, leaving a remaining balance of \$3,124,621 (Developer Contribution). MJPA has secured the Developer Contribution from LNR and intends to transfer said contribution to the COUNTY.
- D. The purpose of this Agreement is to memorialize the mutual understandings by and between COUNTY and MJPA with respect to the Developer Contribution funding for the Project.

**AGREEMENT**

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

**SECTION 1 • MJPA AGREES:**

1. To secure the Developer Contribution funding in the amount of \$3,124,621.
2. To transfer the Developer Contribution to the COUNTY within 30 calendar days of the request made by the COUNTY's Director of Transportation.

**SECTION 2 • COUNTY AGREES:**

1. To use the Developer Contribution funding exclusively for the Project.
2. To advertise, award and administer a public works contract for the construction of the Project in accordance with local agency Public Works Bidding Requirements, Public Contract Codes and California Labor Codes.
3. To construct the Project in accordance with approved plans, specifications and estimates (PS&E) documents.

**SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The Developer Contribution is a component of the overall funding plan for the Project, which is estimated to total approximately \$48,000,000 when complete.
2. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all Parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.
3. MJPA and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to Project for a period of three (3) years from the date of final payment.
4. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by MJPA under or in connection with any work, authority or jurisdiction delegated to MJPA under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, MJPA shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by MJPA under or in connection with any work, authority or jurisdiction delegated to MJPA under this Agreement.
5. Neither MJPA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or

1 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government  
2 Code Section 895.4, COUNTY shall fully indemnify and hold MJPA harmless from any liability imposed for  
3 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be  
4 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under  
5 this Agreement.

6 6. In the event of any arbitration, action or suit brought by either MJPA or COUNTY against the other by reason  
7 of any breach on the part of the other party or any of the covenants and agreements set forth in this  
8 Agreement, or any other dispute between the COUNTY and MJPA concerning this Agreement, the prevailing  
9 party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to have and  
10 recover from the other party all costs and expenses or claims, including but not limited to attorneys fees and  
11 expert witness fees. This section shall survive any termination of this Agreement.

12 7. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or  
13 unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or  
14 invalidated in any way.

15 8. This Agreement is to be construed in accordance with the laws of the State of California.

16 9. Neither the MJPA nor COUNTY shall assign this Agreement without the written consent of the other party.

17 10. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights  
18 provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State  
19 of California, and the Parties hereto waive all provisions of law providing for a change of venue in such  
20 proceedings to any other county.

21 11. This Agreement is the result of negotiations between the Parties hereto, and the advice and assistance of  
22 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by MJPA or  
23 COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not  
24 be construed against the party that prepared it in its final form.

25 12. Any waiver by COUNTY or MJPA of any breach by any other party of any provision of this Agreement shall  
26 not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof.  
27 Failure on the part of COUNTY or MJPA to require from any other party exact, full and complete compliance  
28 with any of the provisions of this Agreement shall not be construed as in any manner changing the terms  
29 hereof, or stopping COUNTY or MJPA from enforcing this Agreement.

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

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

8 15. This Agreement may be signed in counterparts, each of which shall constitute an original and which  
9 collectively shall constitute one instrument.

10 16. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing  
11 and delivered to the following addresses or such other address as the Parties may designate:

12 **COUNTY:**

13 Riverside County Transportation Department  
14 Attn: Juan C. Perez, Director of Transportation  
15 4080 Lemon Street, 8<sup>th</sup> Floor  
16 Riverside, CA 92501  
17 Phone: (951) 955-6740

**MJPA:**

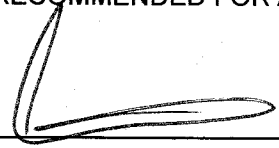
March Joint Powers Authority  
Attn: Lori M. Stone, Executive Director  
23555 Meyer Dr.  
Riverside, CA 92518  
Phone: (951) 656-7000

18  
19 **[Signatures of Parties on Following Page]**  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**APPROVALS**

**COUNTY Approvals**

RECOMMENDED FOR APPROVAL:


 Dated: 4/5/12

JUAN C. PEREZ

Director of Transportation

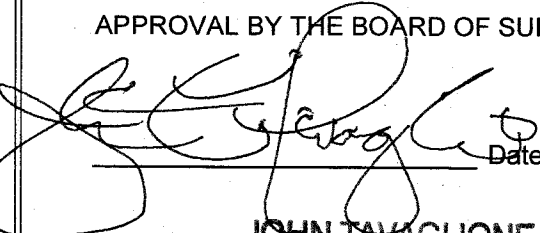
APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

 Dated: 4/5/12

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS:

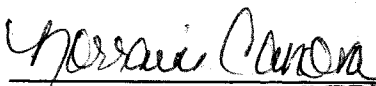
 Dated: \_\_\_\_\_

JOHN TAVAGLIONE

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: 4-17-12

DEPUTY

KECIA HARPER-IHEM

Clerk of the Board

**MARCH JPA Approvals**

APPROVED BY:

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

Lori M. Stone

Executive Director

APPROVED AS TO FORM:

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

John E. Brown

MJPA Counsel

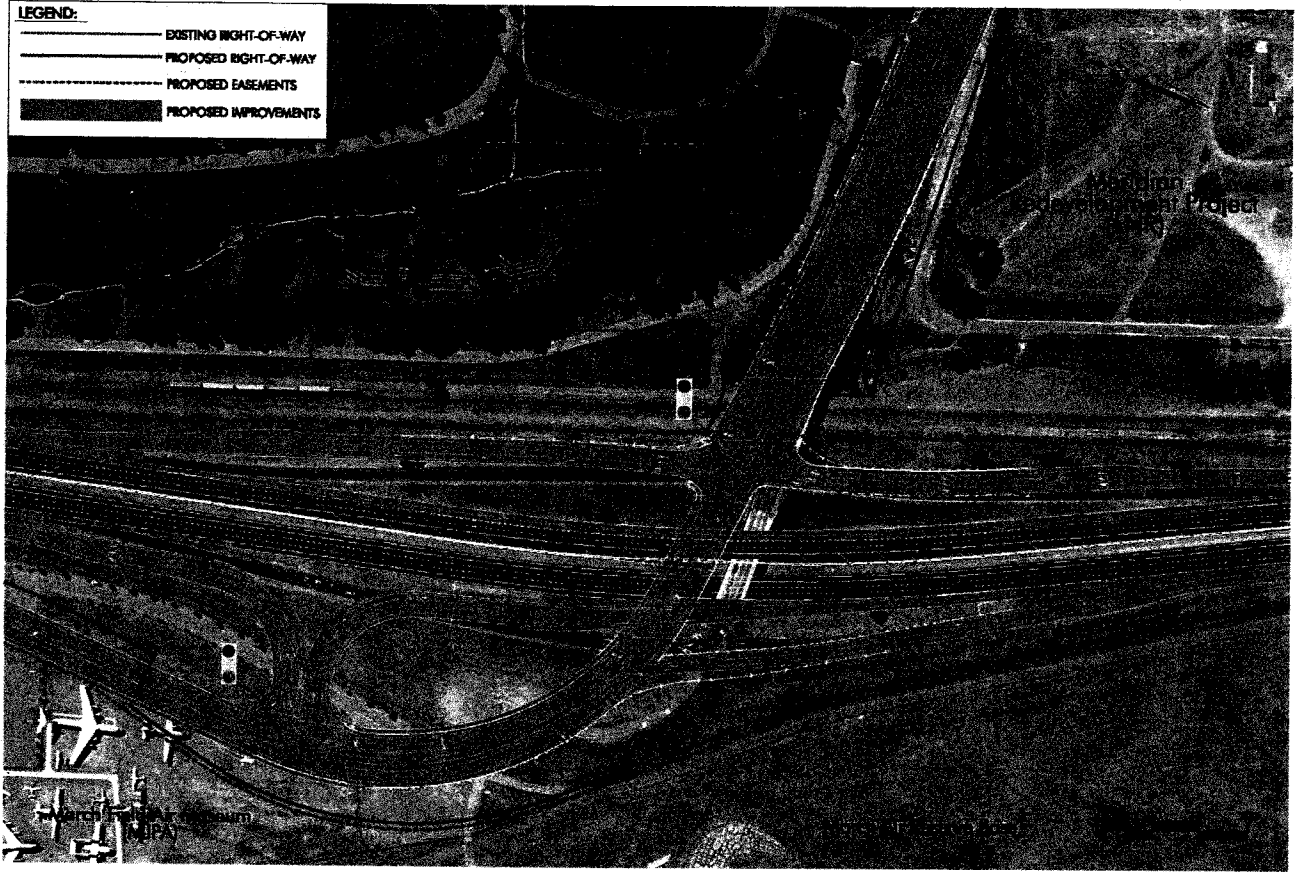
ATTEST:

Carey L. Allen, CMC,

March Joint Powers Authority Clerk

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

EXHIBIT A



**VAN BUREN BOULEVARD /  
INTERSTATE 215 INTERCHANGE IMPROVEMENTS**