

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

908A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 19, 2012

SUBJECT: Lighting Maintenance Agreement between the County of Riverside and March Joint Powers Authority for the architectural lighting constructed as part of the I-215/Van Buren Boulevard Interchange improvements and the future Van Buren Boulevard Street Lighting between future Opportunity Way and Barton Street

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Lighting Maintenance Agreement between the County of Riverside (County) and March Joint Powers Authority (JPA), and;
2. Authorize the Chairman to execute the same.

BACKGROUND: The I-215/Van Buren Boulevard Interchange Project consists of replacing and widening the Van Buren Boulevard freeway and railroad overcrossing structures, reconfiguration

Juan C. Perez
Director of Transportation and Land Management

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS:

There are no General Funds used in this project.

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 8/22/12

Departmental Concurrence

Dep't Recomm.:	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Policy
Per Exec. Ofc.:	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Policy

Prev. Agn. Ref.

District: 1/1&
5/5

Agenda Number:

3.49

The Honorable Board of Supervisors

RE: Lighting Maintenance Agreement between the County of Riverside and March Joint Powers Authority for the architectural lighting constructed as part of the I-215/Van Buren Boulevard Interchange improvements and the future Van Buren Boulevard Street Lighting between future Opportunity Way and Barton Street

July 19, 2012

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and signalization of the on and off ramps, adding auxiliary lanes on Interstate 215, landscaping and architectural features. The project will improve traffic capacity and operation of the interchange and provide for future traffic growth that is anticipated with development of the Meridian Business Park and re-use of the March Air Reserve Base.

The project is currently under construction and is in close proximity to the March Air Reserve Base, the Veterans National Cemetery, and the March Field Air Museum. As requested by the March JPA, the project includes decorative features to commemorate the military nature of the area. Architectural lighting is one of the features. This agreement assigns March JPA responsibility for the maintenance and energy costs of the decorative lighting features within Caltrans right-of-way.

In addition, this agreement delegates the energy cost responsibility for future roadway lighting along Van Buren Boulevard to March JPA. These lights will be installed with the widening of Van Buren Boulevard between Opportunity Way and Barton Street associated with the Meridian Business Park development.

Project No. B70798

1 **AGREEMENT BY AND BETWEEN**
2 **COUNTY OF RIVERSIDE**

Contract No. 12-08 004
Riverside Co. Transportation

3 **AND**

4 **MARCH JOINT POWERS AUTHORITY**

5 **VAN BUREN BOULEVARD/I-215 INTERCHANGE IMPROVEMENTS**

6 This Agreement is entered into this _____ day of _____, 2011, by and between the County of
7 Riverside ("COUNTY") and the March Joint Powers Authority ("AUTHORITY"), for the delegation of responsibility for:
8 (1) the maintenance and energy costs of architectural lighting within the State of California's ("STATE") right-of-way
9 on Van Buren Boulevard at the northbound on-ramp, and on the Van Buren Boulevard/I-215 bridge overcrossing
10 (collectively "ARCHITECTURAL LIGHTING"); and (2) the energy costs of street lighting on Van Buren Boulevard
11 adjacent to the Meridian Development Project—County case MS4161/IP070128 ("STREET LIGHTING").
12

13 **RECITALS**

- 14 A. WHEREAS, on December 7, 2010, Cooperative Agreement No. 10-09-004 ("Caltrans Cooperative
15 Agreement No. 08-1471") was executed between COUNTY and the California Department of Transportation
16 ("CALTRANS") to construct interchange improvements at Interstate 215 and Van Buren Boulevard
17 ("Interchange Improvement Project"), which includes the ARCHITECTURAL LIGHTING as shown in Exhibit
18 "A", and
19 B. WHEREAS, in accordance with the Caltrans Cooperative Agreement No. 08-1471, COUNTY and
20 CALTRANS will enter into a maintenance agreement for interchange improvements, including the
21 ARCHITECTURAL LIGHTING ("Caltrans Maintenance Agreement No. _____ - _____"), and
22 C. WHEREAS, the COUNTY and AUTHORITY hereto mutually agree to delegate COUNTY'S maintenance
23 responsibility for the ARCHITECTURAL LIGHTING, and
24 D. WHEREAS, AUTHORITY will be responsible for the energy costs of the STREET LIGHTING as shown on
25 Exhibit "B", and

COUNTY: _____

AUTHORITY: MJA

COUNTY: _____

AUTHORITY: AMS

VAN BUREN BOULEVARD/I-215 INTERCHANGE IMPROVEMENTS

1 E. WHEREAS, COUNTY and AUTHORITY desire to define herein the responsibilities and obligations of each
2 as it pertains to the maintenance and energy costs of the ARCHITECTURAL LIGHTING and the STREET
3 LIGHTING features as shown in Exhibits "A" and "B".
4

5 **AGREEMENT**

6 NOW THEREFORE, IT IS MUTUALLY AGREED as follows:
7

8 **ARCHITECTURAL LIGHTING**

- 9 1. AUTHORITY, through its Landscape Lighting and Maintenance District ("LLMD"), will provide, at AUTHORITY's
10 expense, routine maintenance and emergency repair services for the ARCHITECTURAL LIGHTING.
11 2. AUTHORITY, directly or through its LLMD, shall apply for service from Southern California Edison and pay for
12 the energy costs for the ARCHITECTURAL LIGHTING.
13 3. AUTHORITY, or any contractor of AUTHORITY, shall apply for an Encroachment Permit from CALTRANS,
14 which will stipulate reasonable terms of entry by AUTHORITY onto STATE's right-of-way for the purpose of
15 performing the maintenance services. Maintenance shall commence beginning on the date of completion of the
16 Interchange Improvement Project.
17

18 **STREET LIGHTING**

- 19 4. AUTHORITY, through its LLMD, shall apply for service from Southern California Edison and pay for the STREET
20 LIGHTING energy costs.
21

22 IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

- 23 5. AUTHORITY shall maintain records for the work provided and the costs expended under this Agreement for
24 inspection or audit for a period of three (3) years from the time the work is performed or the costs are expended.
25 6. This Agreement shall become effective upon acceptance of the construction of the ARCHITECTURAL
26 LIGHTING and STREET LIGHTING improvements by COUNTY or CALTRANS.

COUNTY: _____

- 2 of 5 -

AUTHORITY: mva

COUNTY: _____

AUTHORITY: LMS

VAN BUREN BOULEVARD/I-215 INTERCHANGE IMPROVEMENTS

- 1 7. Neither COUNTY nor any of its officers or employees shall be responsible for any damage or liability occurring
2 by reason of any acts committed or omitted by AUTHORITY or its contractors in connection with any work,
3 authority, or jurisdiction delegated to AUTHORITY under this Agreement. It is further agreed that pursuant to
4 Government Code Section 895.4, AUTHORITY shall fully indemnify and hold COUNTY harmless from any
5 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts
6 committed or omitted by AUTHORITY in connection with any work, authority, or jurisdiction delegated to
7 AUTHORITY under this Agreement.
- 8 8. Neither AUTHORITY nor any of its officers or employees shall be responsible for any damage or liability
9 occurring by reason of any acts committed or omitted by COUNTY in connection with any work, authority, or
10 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code
11 Section 895.4, COUNTY shall fully indemnify and hold AUTHORITY harmless from any liability imposed for injury
12 (as defined by Government Code Section 810.8) occurring by reason of any acts committed or omitted by
13 COUNTY in connection with any work, authority, or jurisdiction delegated to COUNTY under this Agreement.
- 14 9. Nothing in this Agreement is intended to create duties, obligations, rights, or benefits to any third parties that are
15 not parties to this Agreement. Nothing in this Agreement is intended to affect the legal liability of either Party to
16 this Agreement by imposing any standard of care different from the standard of care imposed by law with respect
17 to the maintenance of any public property affected hereunder.
- 18 10. This Agreement, and the exhibits herein, contains the entire agreement between the Parties, and is intended by
19 the Parties to completely state the agreement in full. Any agreement or representation respecting the matters
20 dealt with herein, or the duties of any Party in relation thereto, not expressly set forth in this Agreement, is null
21 and void.
- 22 11. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both
23 Parties, and no oral understanding or agreement not incorporated herein shall be binding on either Party hereto.
- 24 12. Each provision, term, condition, covenant, and/or restriction in this Agreement shall be considered severable. In
25 the event that any provision, term, condition, covenant, and/or restriction, or part thereof, is declared invalid,
26 unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and
27 shall not affect the remainder of the Agreement, which shall continue in full force and effect.

COUNTY: _____

- 3 of 5 -

AUTHORITY: 

COUNTY: _____

AUTHORITY: 

VAN BUREN BOULEVARD/I-215 INTERCHANGE IMPROVEMENTS

- 1 13. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.
- 2 14. This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The
- 3 venue for any disputes arising out of this Agreement shall be in the County of Riverside.
- 4 15. This Agreement shall be binding upon the successors and assigns of each Party.
- 5 16. Neither Party shall be responsible for any failure to fulfill its obligations under this Agreement due to causes
- 6 beyond that Party's reasonable control. This includes, but is not limited to, acts of nature, fires, floods,
- 7 transportation delays, labor strikes or disturbances, riots, terrorism, and war.
- 8 17. COUNTY and AUTHORITY designate the following representatives to be the primary point of contact for their
- 9 respective organizations regarding this Agreement.
- 10 17.1. COUNTY Representative: Juan C. Perez, Riverside County Transportation Director, 951-955-6740.
- 11 17.2. AUTHORITY Representative: Danielle Wheeler; March Joint Powers Authority Assistant Director;
- 12 951 656-7000.

13

14 [SIGNATURES ON FOLLOWING PAGE]

15

COUNTY: _____

- 4 of 5 -


AUTHORITY: *mck*

COUNTY: _____

AUTHORITY: *JMS*

VAN BUREN BOULEVARD/I-215 INTERCHANGE IMPROVEMENTS

COUNTY OF RIVERSIDE:


By: 
Juan C. Perez
Transportation Director

Date: 8/15/12

By: _____
Bob Buster
Chairman, Riverside County Board of Supervisors

Date: _____

Approved as to Form:

By: 
Pamela J. Walls
County Counsel

Date: 8/22/12

Attest:

By: _____
Kecia Harper-Ihem
Clerk of the Board

Date: _____

MARCH JOINT POWERS AUTHORITY:


By: 
Lori M. Stone
Executive Director

Date: 10/25/11

By: 
Marion Ashley
Chair, March Joint Powers Commission

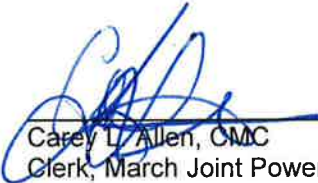
Date: 10-26-11

Approved as to Form:

By: 
John Brown, Best Best & Krieger LLP
Authority Counsel

Date: 11/1/11

Attest:

By: 
Carey L. Allen, CMC
Clerk, March Joint Powers Commission

Date: 11/1/11

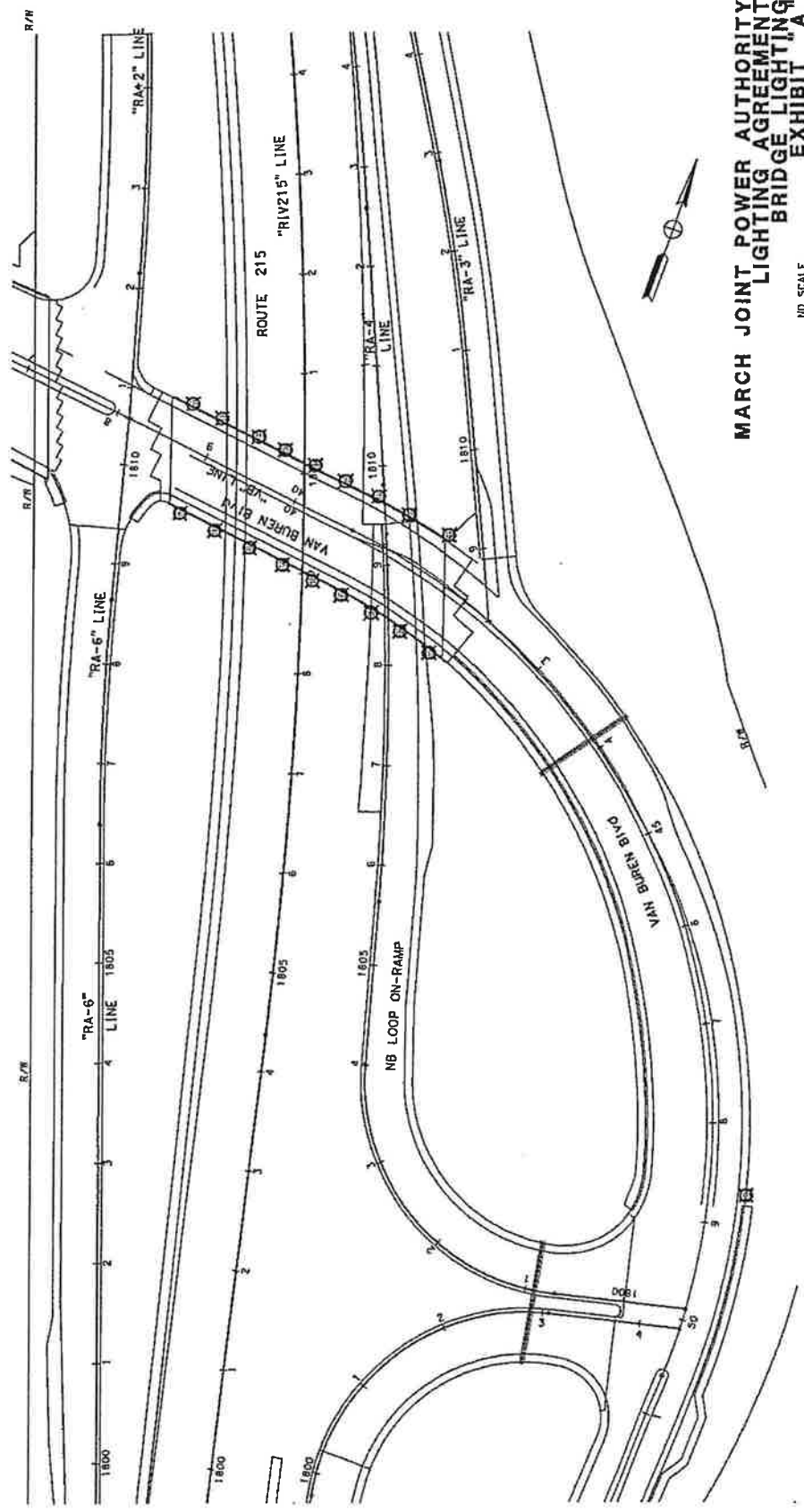
VAN BUREN BOULEVARD/I-215 INTERCHANGE IMPROVEMENTS

EXHIBIT "A"

ARCHITECTURAL LIGHTING

VICINITY MAP

LEGEND:
[Symbol] MARCH JOINT POWER AUTHORITY TO BE RESPONSIBLE FOR ARCHITECTURAL LIGHTING OPERATION COST AND MAINTENANCE



MARCH JOINT POWER AUTHORITY
LIGHTING AGREEMENT
BRIDGE LIGHTING
EXHIBIT "A"
NO SCALE


VAN BUREN BOULEVARD/I-215 INTERCHANGE IMPROVEMENTS

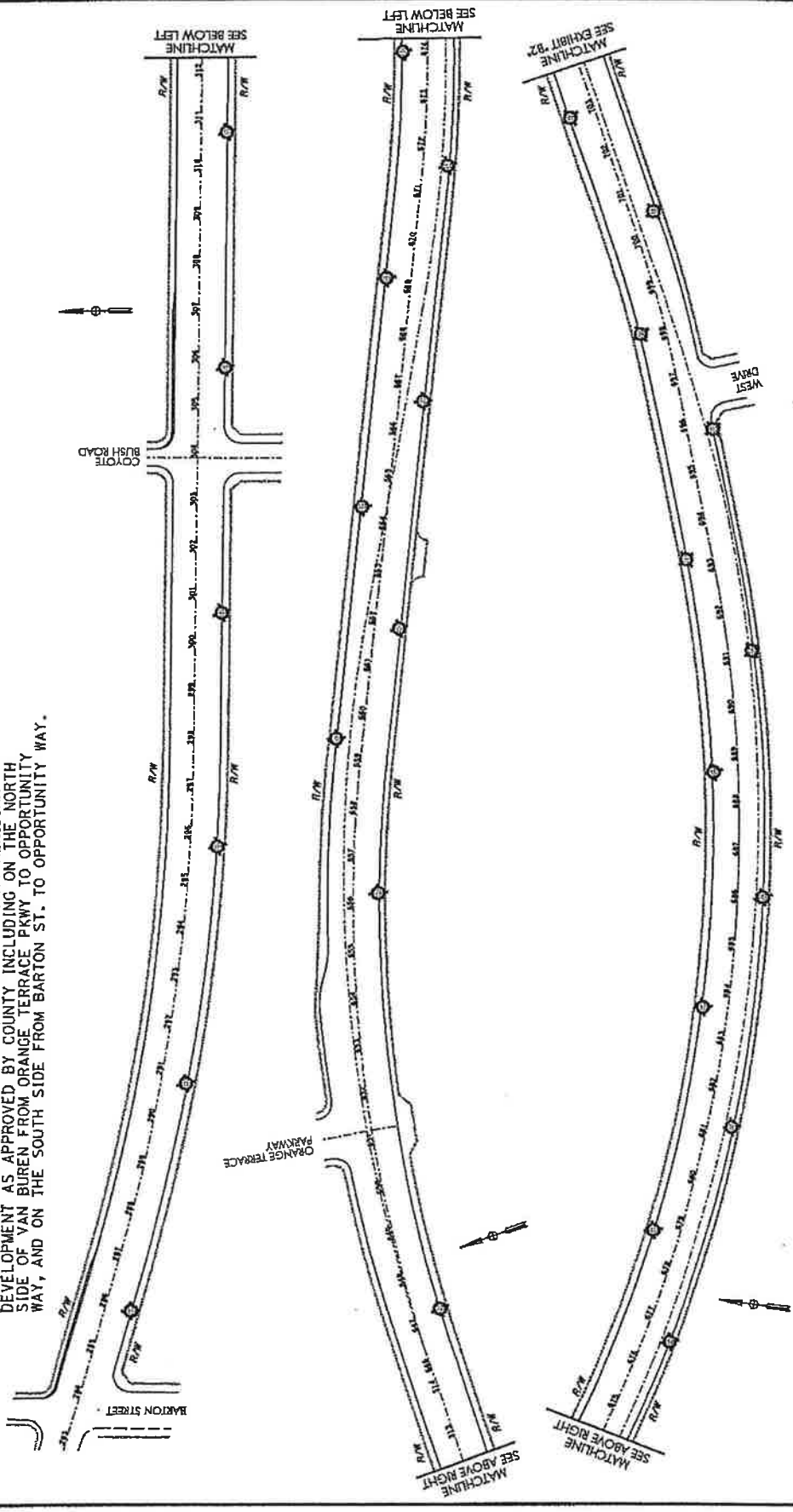
EXHIBIT "B"

STREET LIGHTING

VICINITY MAP

LEGEND:

 MARCH JOINT POWER AUTHORITY TO BE RESPONSIBLE FOR LIGHTING ENERGY COSTS ASSOCIATED WITH LNR CORPORATIONS MERIDIAN DEVELOPMENT AS APPROVED BY COUNTY INCLUDING ON THE NORTH SIDE OF VAN BUREN FROM ORANGE TERRACE PKWY TO OPPORTUNITY WAY, AND ON THE SOUTH SIDE FROM BARTON ST. TO OPPORTUNITY WAY.



**MARCH JOINT POWER AUTHORITY
 LIGHTING MAINTENANCE AGREEMENT
 VAN BUREN LIGHTING
 EXHIBIT B1**

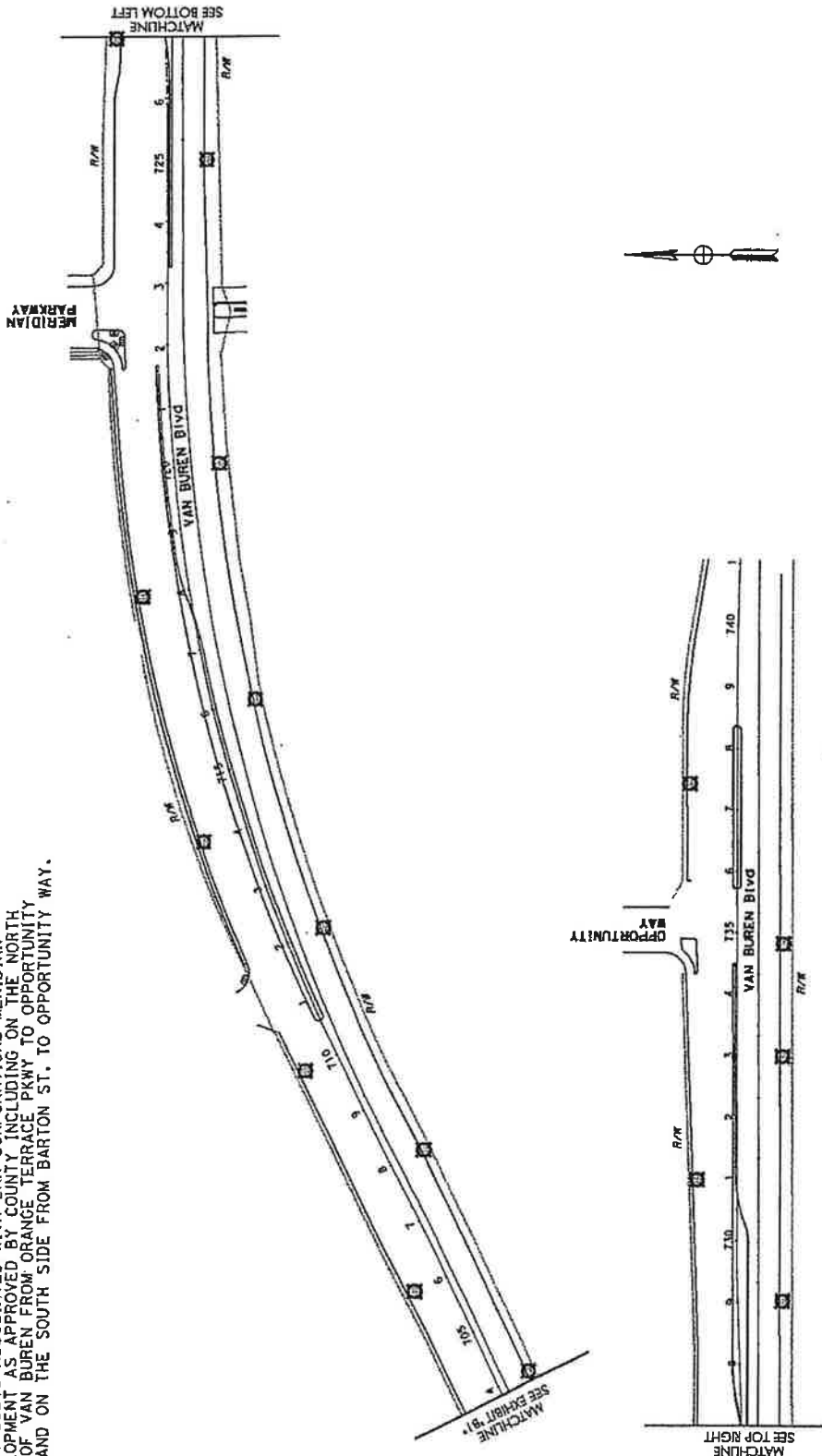
NO SCALE

PHOT: ALIGNMENT AND LIGHTING LOCATIONS PENDING FINAL DESIGN.

DATE PLOTTED: 02/12/2010 10:42:00 AM

LEGEND:

 MARCH JOINT POWER AUTHORITY TO BE RESPONSIBLE FOR LIGHTING ENERGY COSTS ASSOCIATED WITH LNR CORPORATIONS MERIDIAN DEVELOPMENT AS APPROVED BY COUNTY INCLUDING ON THE NORTH SIDE OF VAN BUREN FROM ORANGE TERRACE PKWY TO OPPORTUNITY WAY, AND ON THE SOUTH SIDE FROM BARTON ST. TO OPPORTUNITY WAY.



**MARCH JOINT POWER AUTHORITY
 LIGHTING MAINTENANCE AGREEMENT
 VAN BUREN LIGHTING
 EXHIBIT 'B2'**

NO SCALE