

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

835A



**SUBMITTAL DATE:**  
March 31, 2016

**FROM:** TLMA – Transportation Department

**SUBJECT:** Approval of the Agreement between the County of Riverside and March Joint Powers Authority for the Van Buren Boulevard/Interstate 215 Interchange Lighting Infrastructure and Aesthetic Features. 1<sup>st</sup> District; [\$0]

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

1. Approve the Agreement between the County of Riverside (County) and March Joint Powers Authority (JPA) for the Van Buren Boulevard/Interstate 215 (I-215) Interchange Lighting Infrastructure and Aesthetic Features; and
2. Authorize the Chairman of the Board to execute the same.

Patricia Romo  
Assistant Director of Transportation

Juan C. Perez  
Director of Transportation and Land Management

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

**SOURCE OF FUNDS:** No General Funds are used on this project  
**Budget Adjustment:** No  
**For Fiscal Year:** 15/16 - 16/17

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

APPROVE

BY:   
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Prev. Agn. Ref.:** 12/7/10, Item 3.39; 9/13/11, Item 3.97

**District:** 1

**Agenda Number:**

3-41

FORM APPROVED COUNTY COUNSEL 5/17/16  
BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approval of the Agreement between the County of Riverside and March Joint Powers Authority for the Van Buren Boulevard/Interstate 215 Interchange Lighting Infrastructure and Aesthetic Features. 1<sup>st</sup> District; [\$0]  
**DATE:** March 31, 2016  
**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

The recently completed Interstate 215 (I-215)/Van Buren Boulevard Interchange Project, provided for new wider freeway and railroad over crossings, new ramps, additional auxiliary lanes on I-215, landscaping and decorative hardscape features.

Within Caltrans right-of-way, decorative hardscape features within the I-215/Van Buren Boulevard interchange including concrete airplanes, vapor trails, rock mulch, decorative bridge lighting, and airplane silhouettes on the bridge fencing were installed as part of the project. These features are non-standard and Caltrans requires that they are maintained by the County, or its designee.

March JPA has agreed to maintain these features on behalf of the County. The Van Buren Boulevard/I-215 Lighting Infrastructure and Aesthetic Features Agreement between the County and March JPA outlines the terms and conditions for maintenance of the specific features that are shown in Exhibits A, B and C, of the agreement.

The County is required to enter into a maintenance agreement with Caltrans for the on-going maintenance of the lighting and aesthetic features. The March JPA will assume maintenance responsibility and act as designee of the County for maintenance of the non-standard interchange features. The Project Specific Maintenance Agreement between the County and Caltrans appears on this agenda as a separate item for Board approval. March JPA Commission approved the Van Buren Boulevard/I-215 Lighting Infrastructure and Aesthetic Features Agreement on February 18, 2015 and has agreed to the terms and conditions outlined in the Caltrans Project Specific Maintenance Agreement.

**Impact on Residents and Businesses**

The aesthetic elements enhance the appearance of the I-215/Van Buren Boulevard Interchange by paying tribute to the history of the area's military influence.

**SUPPLEMENTAL:**

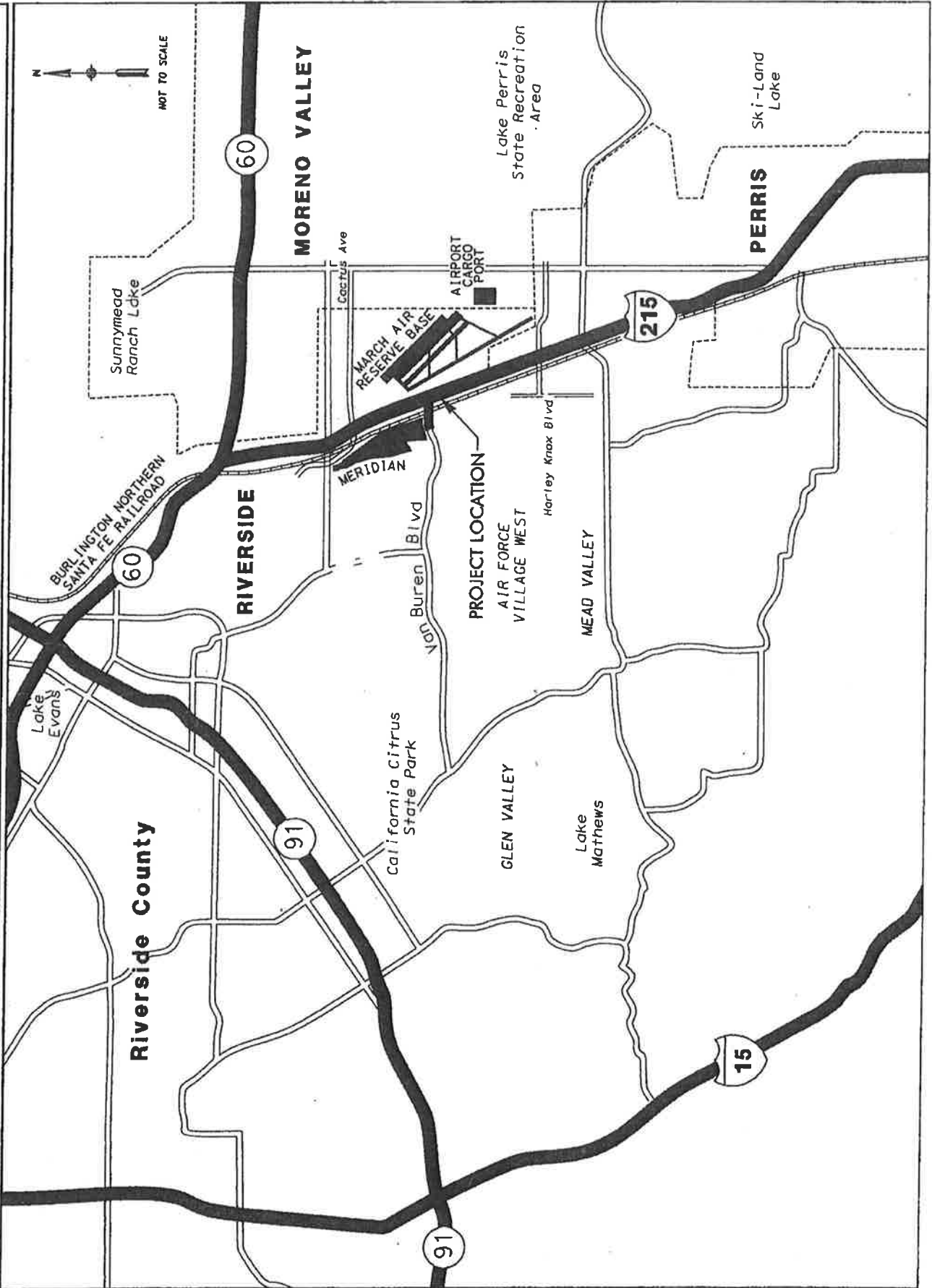
**Additional Fiscal Information**

Maintenance of the aesthetic elements within the I-215/Van Buren interchange is the responsibility of the March Joint Powers Authority.

**ATTACHMENTS:**

Vicinity Map  
Agreement

I-215 at Van Buren Boulevard Interchange Improvements



VICINITY MAP

1 **AGREEMENT BY AND BETWEEN**

2 **COUNTY OF RIVERSIDE**

3 **AND**

4 **MARCH JOINT POWERS AUTHORITY**

5 **FOR**


6 **VAN BUREN BOULEVARD/I-215 INTERCHANGE**

7 **LIGHTING INFRASTRUCTURE AND AESTHETIC FEATURES**

8  
9 This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of  
10 Riverside ("COUNTY") and the March Joint Powers Authority ("AUTHORITY"), collectively referred to as "PARTIES",  
11 for the delegation of responsibility for the maintenance and energy costs of the STREET LIGHTING system on Van  
12 Buren Boulevard east of I-215, adjacent to the March Field Air Museum and for maintenance of certain AESTHETIC  
13 FEATURES in State right-of-way.  
14

15 **RECITALS**

- 16 A. WHEREAS, on June 4, 2008, the Agreement for the Funding of the Van Buren/I-215 Interchange Expansion  
17 Project was executed between COUNTY and AUTHORITY to secure funding to construct interchange  
18 improvements at Interstate 215 and Van Buren Boulevard ("PROJECT"), and
- 19 B. WHEREAS, on February 1, 2012 Amendment No. 1 to the Agreement for the Funding of the Van Buren/I-215  
20 Interchange Expansion Project was executed between COUNTY and AUTHORITY, as the Successor Agency  
21 to the former March Joint Powers Redevelopment Agency, committing the AUTHORITY to contribute \$20  
22 million in bond proceeds toward the PROJECT, and
- 23 C. WHEREAS, on December 7, 2010, Cooperative Agreement No. 10-09-004 ("Caltrans Cooperative Agreement  
24 No. 08-1471") was executed between COUNTY and the State acting through the California Department of  
25 Transportation ("CALTRANS") to construct the PROJECT, and
- 26 D. WHEREAS, AUTHORITY desired to have COUNTY install a STREET LIGHTING system adjacent to the  
27 March Field Air Museum, and

COUNTY:   
COUNTY: \_\_\_\_\_

AUTHORITY:   
AUTHORITY: 

VAN BUREN BOULEVARD/I-215 LIGHTING INFRASTRUCTURE AND AESTHSTETIC FEATURES


- 1 E. WHEREAS, AUTHORITY desired to have COUNTY install AESTHETIC FEATURES within State right-of-way,
- 2 and
- 3 F. WHEREAS, in accordance with the Caltrans Cooperative Agreement No. 08-1471, COUNTY and State on
- 4 behalf of CALTRANS will enter into a maintenance agreement for interchange improvements ("Project Specific
- 5 Agreement for the Interstate 215/Van Buren Boulevard Interchange in the County of Riverside" No. TR 08-4-
- 6 0205), and
- 7 G. WHEREAS, the COUNTY and AUTHORITY hereto mutually agree to delegate COUNTY'S maintenance
- 8 responsibility to AUTHORITY for the STREET LIGHTING adjacent to the March Field Air Museum and
- 9 AESTHETIC FEATURES within State right-of-way as identified in Exhibits "A", "B" and "C", attached hereto,
- 10 and
- 11 H. WHEREAS, COUNTY and AUTHORITY desire to define herein the responsibilities and obligations of each as
- 12 it pertains to the ownership, maintenance and energy costs of the STREET LIGHTING and AESTHETIC
- 13 FEATURES.

**AGREEMENT**

14  
15  
16 NOW THEREFORE, IT IS MUTUALLY AGREED as follows:

17  
18 **STREET LIGHTING**

- 19
- 20 1. COUNTY, at PROJECT expense installed STREET LIGHTING system including service connection, adjacent to
- 21 the March Field Air Museum and south of the northbound loop ramp.
- 22 2. AUTHORITY will own and provide at AUTHORITY'S expense, routine maintenance and emergency repair services
- 23 for the STREET LIGHTING system including light standards, conduits, conductors and electrical service enclosure
- 24 as shown in Exhibit "A". Maintenance shall commence upon execution of this Agreement.
- 25 3. AUTHORITY shall apply for service from Southern California Edison and pay for the energy costs for the STREET
- 26 LIGHTING.

COUNTY:   
COUNTY: \_\_\_\_\_

AUTHORITY:   
AUTHORITY: 

VAN BUREN BOULEVARD/I-215 LIGHTING INFRASTRUCTURE AND AESTHSTETIC FEATURES

- 1 4. AUTHORITY, or any contractor of AUTHORITY, shall apply for an Encroachment Permit from CALTRANS, which  
2 will stipulate reasonable terms of entry by AUTHORITY onto State's right-of-way for the purpose of performing the  
3 maintenance services on those portions of the STREET LIGHTING system within State right-of-way.
- 4 5. AUTHORITY, or any contractor of AUTHORITY, shall apply for an Encroachment Permit from COUNTY, which  
5 will stipulate reasonable terms of entry by AUTHORITY onto Van Buren Boulevard right-of-way for the purpose of  
6 performing the maintenance services on those portions of the STREET LIGHTING system within COUNTY right-  
7 of-way.
- 8 6. COUNTY installed the STREET LIGHTING in compliance with FAA part 77 military and civilian airspace.

9  
10 **AESTHETIC FEATURES**  
11

- 12 7. COUNTY, at PROJECT expense installed AESTHETIC FEATURES including decorative hardscape features in  
13 the northbound loop on-ramp and airplane silhouettes on the bridge chain link railing.
- 14 8. AUTHORITY shall, at AUTHORITY's expense, maintain decorative hardscape features including airplane  
15 formations and rock mulch in the northbound loop on-ramp as shown in Exhibit "B"
- 16 9. AUTHORITY will provide at AUTHORITY's expense, routine maintenance and repair services for the airplane  
17 silhouettes and connections on the bridge chain link railing as shown in Exhibit "C". Maintenance shall commence  
18 upon execution of this Agreement.
- 19 10. AUTHORITY, or any contractor of AUTHORITY, shall apply for an Encroachment Permit from CALTRANS, which  
20 will stipulate reasonable terms of entry by AUTHORITY onto State's right-of-way for the purpose of performing the  
21 maintenance services on those portions of the AESTHETIC FEATURES within State right-of-way.
- 22 11. COUNTY and AUTHORITY acknowledge that JPA maintenance of AESTHETIC FEATURES is limited to the  
23 decorative hardscape airplane formations and rock mulch in the northbound loop on-ramp, and the airplane  
24 silhouettes and connections on the bridge chain link railing. This agreement does not include other overcrossing  
25 aesthetic related features including the military unit insignias located under the bridge, the 5-Star features on the  
26 bridge abutments, the historic Air Force insignia on the east retaining wall and bridge barrier railing, the historic  
27 military rank insignia on the east retaining walls or the project landscaping which remain subject to other  
28 agreements between COUNTY and State.

COUNTY: 

AUTHORITY: 

COUNTY: \_\_\_\_\_

AUTHORITY: 

VAN BUREN BOULEVARD/I-215 LIGHTING INFRASTRUCTURE AND AESTHSTETIC FEATURES

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IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

12. AUTHORITY shall maintain records for the work provided and the costs expended under this Agreement for inspection or audit for a period of three (3) years from the time the work is performed or the costs are expended.

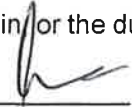
13. This Agreement shall become effective upon the execution of this Agreement by the Parties.

14. Neither COUNTY nor any of its officers or employees shall be responsible for any damage or liability occurring by reason of any acts committed or omitted by AUTHORITY or its contractors in connection with any work, authority, or jurisdiction delegated to AUTHORITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, AUTHORITY 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 any acts committed or omitted by AUTHORITY in connection with any work, authority, or jurisdiction delegated to AUTHORITY under this Agreement.

15. Neither AUTHORITY nor any of its officers or employees shall be responsible for any damage or liability occurring by reason of any acts committed or omitted by COUNTY in connection with any work, authority, or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold AUTHORITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts committed or omitted by COUNTY in connection with any work, authority, or jurisdiction delegated to COUNTY under this Agreement.

16. Nothing in this Agreement is intended to create duties, obligations, rights, or benefits to any third parties that are not parties to this Agreement. Nothing in this Agreement is intended to affect the legal liability of either Party to this Agreement by imposing any standard of care different from the standard of care imposed by law with respect to the maintenance of any public property affected hereunder.

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


COUNTY:   
COUNTY: \_\_\_\_\_

AUTHORITY:   
AUTHORITY: 

VAN BUREN BOULEVARD/I-215 LIGHTING INFRASTRUCTURE AND AESTHSTETIC FEATURES

- 1 18. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both  
2 Parties, and no oral understanding or agreement not incorporated herein shall be binding on either Party hereto.
- 3 19. Each provision, term, condition, covenant, and/or restriction in this Agreement shall be considered severable. In  
4 the event that any provision, term, condition, covenant, and/or restriction, or part thereof, is declared invalid,  
5 unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and  
6 shall not affect the remainder of the Agreement, which shall continue in full force and effect.
- 7 20. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.
- 8 21. This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The  
9 venue for any disputes arising out of this Agreement shall be in the County of Riverside.
- 10 22. This Agreement shall be binding upon the successors and assigns of each Party.
- 11 23. Neither Party shall be responsible for any failure to fulfill its obligations under this Agreement due to causes beyond  
12 that Party's reasonable control. This includes, but is not limited to, acts of nature, fires, floods, transportation  
13 delays, labor strikes or disturbances, riots, terrorism, and war.
- 14 24. COUNTY and AUTHORITY designate the following representatives to be the primary point of contact for their  
15 respective organizations regarding this Agreement.
- 16 24.1. COUNTY Representative: Patricia Romo; County of Riverside Assistant Director of Transportation  
17 951-955-6740.
- 18 24.2. AUTHORITY Representative: Danielle Wheeler; March Joint Powers Authority Assistant Director; 951  
19 656-7000.

20 [SIGNATURES ON FOLLOWING PAGE]

COUNTY:   
COUNTY: \_\_\_\_\_

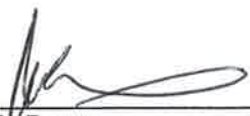
- 5 of 7 -

AUTHORITY:   
AUTHORITY: 



VAN BUREN BOULEVARD/I-215 LIGHTING INFRASTRUCTURE AND AESTHSTETIC FEATURES

**COUNTY OF RIVERSIDE:**

By:   
Juan C. Perez  
Director of Transportation and Land Management

Date: 05/12/16

By: \_\_\_\_\_  
Chairman, Riverside County Board of Supervisors

Date: \_\_\_\_\_

*Approved as to Form:*  
Gregory P. Priamos, County Counsel

By:   
Deputy

Date: 5/12/16

*Attest:*

By: \_\_\_\_\_  
Kecia Harper-Ihem  
Clerk of the Board


Date: \_\_\_\_\_

VAN BUREN BOULEVARD/I-215 LIGHTING INFRASTRUCTURE AND AESTHSTETIC FEATURES

**MARCH JOINT POWERS AUTHORITY:**


By:   
Lori M. Stone  
Executive Director

Date: February 18, 2015

By:   
Chairman, Andy Melendrez  
March Joint Powers Authority Commission


Date: 2-18-15

*Approved as to Form:*

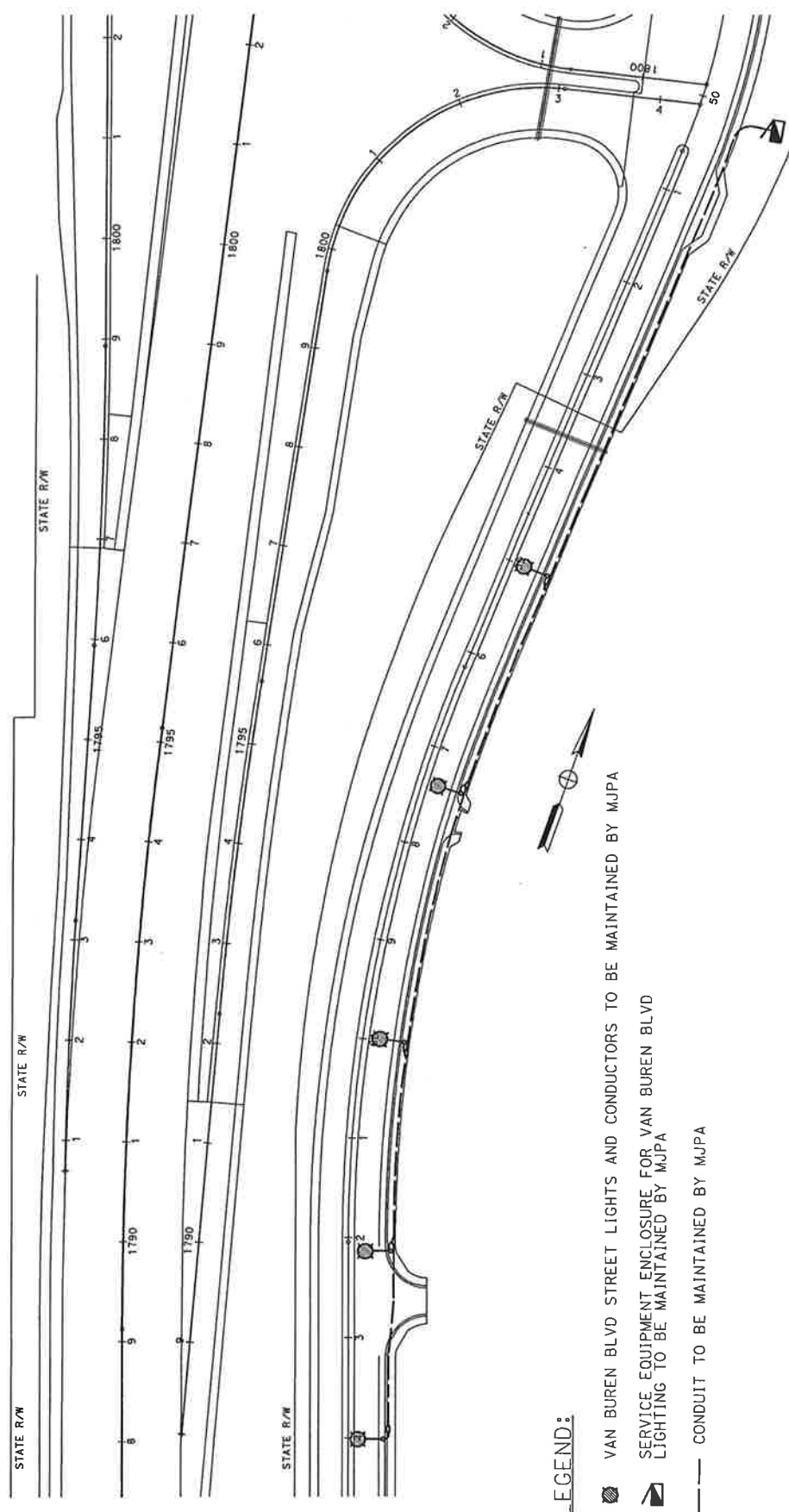
By:   
John Brown, Best, Best & Krieger LLP  
Authority Counsel

Date: February 18, 2015




*Attest:*

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

Date: 2/18/15

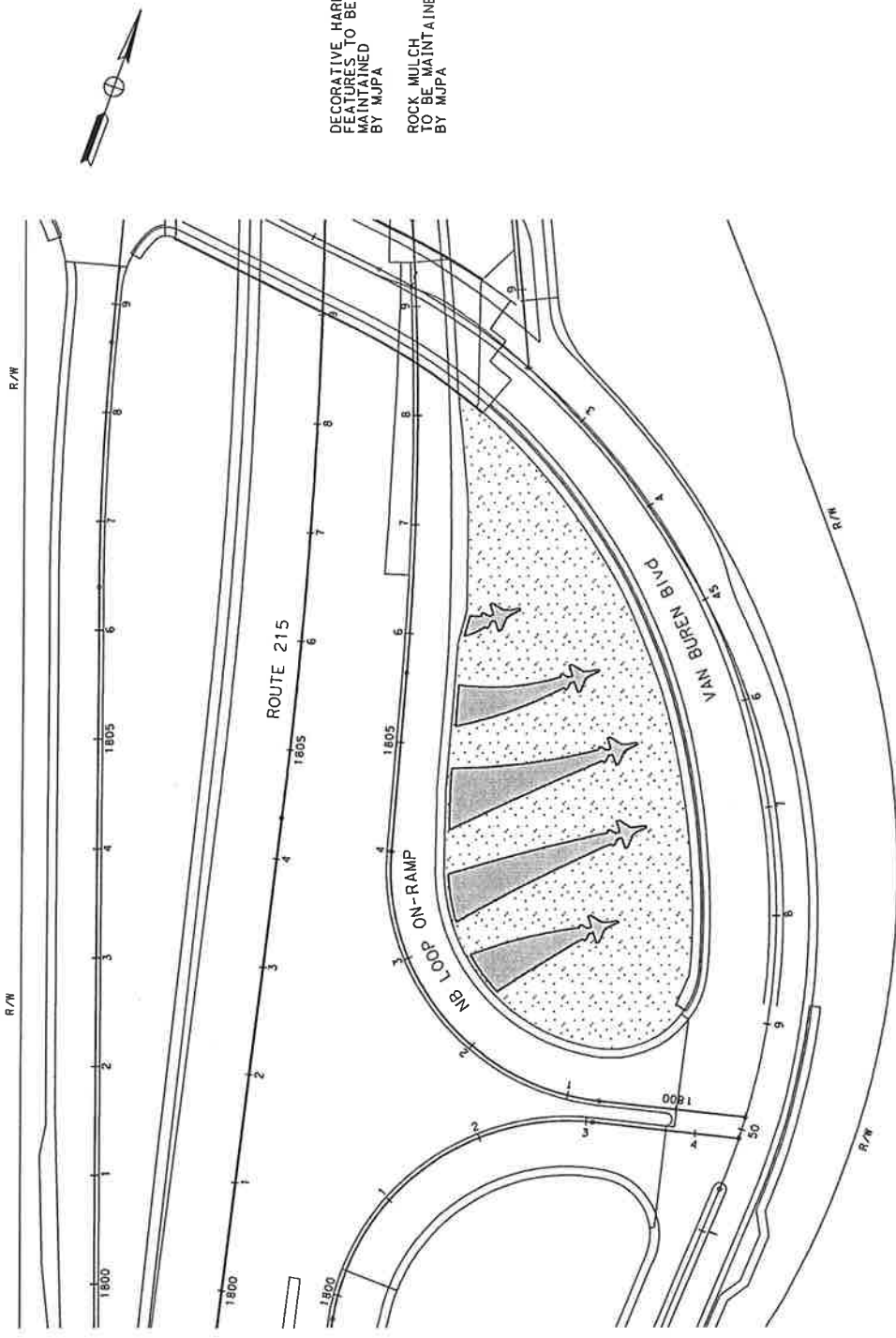


**LEGEND:**

-  VAN BUREN BLVD STREET LIGHTS AND CONDUCTORS TO BE MAINTAINED BY MJPA
-  SERVICE EQUIPMENT ENCLOSURE FOR VAN BUREN BLVD LIGHTING TO BE MAINTAINED BY MJPA
-  CONDUIT TO BE MAINTAINED BY MJPA

**I-215/VAN BUREN BLVD INTERCHANGE LIGHTING AND AESTHETIC FEATURES AGREEMENT (MUSEUM) EXHIBIT "A"**

NO SCALE



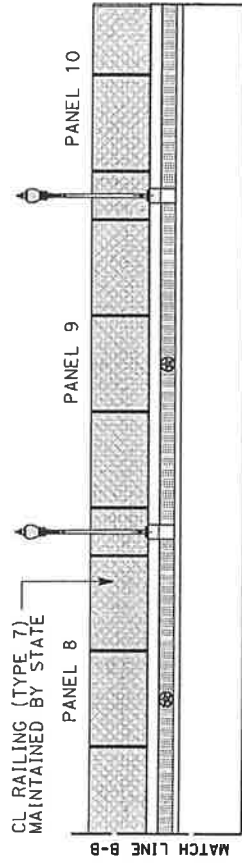
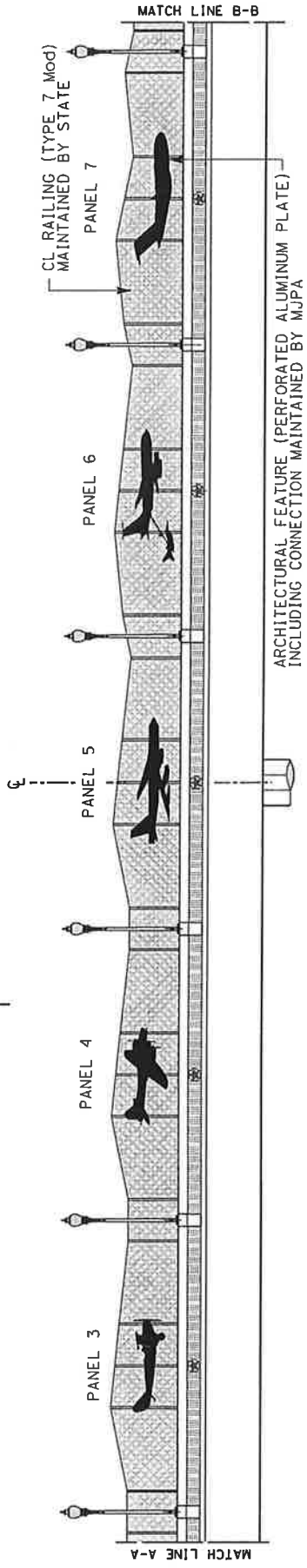
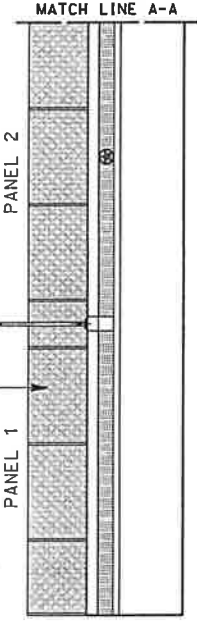
DECORATIVE HARDSCAPE  
FEATURES TO BE  
MAINTAINED  
BY MUPA

ROCK MULCH  
TO BE MAINTAINED  
BY MUPA

**I-215/ VAN BUREN BLVD INTERCHANGE LIGHTING  
AND AESTHETIC FEATURES AGREEMENT  
AESTHETIC HARDSCAPE  
EXHIBIT "B"**

NO SCALE

CL RAILING (TYPE 7)  
MAINTAINED BY  
STATE



**I-215 / VAN BUREN BLVD INTERCHANGE LIGHTING  
AND AESTHETIC FEATURES AGREEMENT  
VAN BUREN OVERCROSSING AESTHETIC  
EXHIBIT "C"**

NO SCALE

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

***MJPA Operations - Consent Calendar***  
***Agenda Item No. 10a(7)***

**Meeting Date:** February 18, 2015

**Action:** **APPROVE AN AGREEMENT BETWEEN MARCH JOINT POWERS AUTHORITY AND RIVERSIDE COUNTY FOR MAINTENANCE OF CERTAIN VAN BUREN BOULEVARD/I-215 INTERCHANGE LIGHTING INFRASTRUCTURE AND AESTHETIC FEATURES**

**Motion:** Move to Approve an Agreement between March Joint Powers Authority and Riverside County for Maintenance of certain Van Buren Boulevard/I-215 Interchange Lighting Infrastructure and Aesthetic Features and authorize the Executive Director to execute the Agreement.

**Background:**

Through existing funding agreements, the March Joint Powers Authority (March JPA) committed to fund or obtain funding for the majority of the right-of-way, engineering and construction costs for the I-215/Van Buren Boulevard overcrossing. Engineering and construction expenses were primarily funded through the March Redevelopment Agency (\$20 million), LNR Riverside, LLC (\$7 million), CTC Proposition 1B Transportation Corridor Improvement Fund (\$10 million), RCTC Measure A Economic Development Funds (\$10 million), and TUMF (\$2.5 million).

Riverside County was responsible for construction management, and in doing so entered into a Cooperative Agreement with CalTrans (CalTrans Cooperative Agreement No. 08-1471) to construct the interchange improvements.

As components of the interchange design and construction, specific aesthetic and streetlight infrastructure was incorporated into the project to reflect the significance of the adjacent March Air Reserve Base and Riverside National Cemetery.

Given the proximity of the overcrossing to other JPA infrastructure, it was preliminarily agreed that the JPA would maintain the following items:

- Maintain street lighting infrastructure east of the I-215 overcrossing including conduit and conductors within CalTrans right-of-way and maintain five street lights within March JPA right-of-way adjacent to March Field Air Museum.
- Maintain decorative airplane formations and rock mulch within the northbound loop.

- Maintain the airplane silhouettes and mounting assemblies on the bridge chain link safety fencing.

The attached agreement between March JPA and Riverside County memorializes the responsibility for March JPA to maintain the east street lighting infrastructure and certain aesthetic features. The pedestrian scaled lighting located on the bridge was previously assigned to March JPA for maintenance through a separate agreement with the County. The scope of JPA maintenance does not include other aesthetic features of the interchange design, which includes the military unit insignias located under the bridge, the 5-Star feature on the bridge abutments, the historic Air Force insignia on the overcrossing safety barrier, the historic military rank insignia on the east retaining walls or the project landscaping, which remain maintenance responsibilities of CalTrans.

**Attachments:**

- 1) Agreement between the March Joint Powers Authority and Riverside County for maintenance of certain Van Buren Boulevard/I-215 Interchange Lighting Infrastructure and Aesthetic Features.