



MARCH JOINT POWERS AUTHORITY

IMPORTANT COVID-19 NOTICE

IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19 (CORONAVIRUS) AND TO ENABLE APPROPRIATE SOCIAL DISTANCING, THE AUTHORITY ENCOURAGES MEMBERS OF THE PUBLIC TO WATCH THE MEETING REMOTELY AND NOT TO ATTEND IN PERSON. IF YOU WOULD LIKE REMOTE ACCESS TO VIEW THE MEETING, PLEASE EMAIL THE CLERK AT CLERK@MARCHJPA.COM BY 11:00 A.M. ON WEDNESDAY, JUNE 8, 2022, AND WE WILL PROVIDE REMOTE ACCESS INSTRUCTIONS.

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND IN PERSON ARE ENCOURAGED TO WEAR A MASK. WITH SPACE STRICTLY LIMITED, WE STRONGLY ENCOURAGE MEMBERS OF THE PUBLIC TO UTILIZE THE REMOTE ACCESS APPROACH DESCRIBED ABOVE OR TO SIMPLY PROVIDE COMMENT ON ITEMS OF INTEREST THROUGH THE METHODS BELOW.

MEMBERS OF THE PUBLIC WHO WISH TO COMMENT ON MATTERS BEFORE THE COMMISSION MAY ALSO PARTICIPATE IN THE FOLLOWING WAYS:

(1) COMMENTS AND CONTACT INFORMATION CAN BE EMAILED TO CLERK@MARCHJPA.COM BY 11:00 A.M. ON THE DAY OF THE SCHEDULED MEETING TO BE INCLUDED IN THE WRITTEN RECORD; OR

(2) A REQUEST TO SPEAK CAN BE EMAILED TO CLERK@MARCHJPA.COM AND, AT THE TIME OF THE REQUESTED AGENDA ITEM, THE CLERK WILL PLACE A PHONE CALL TO THE COMMENTER AND ALLOW THEM TO SPEAK TO THE COMMITTEE VIA SPEAKER PHONE DURING THE LIVE MEETING FOR UP TO THREE MINUTES; OR

(3) ATTENDANCE IN PERSON, FILL OUT SLIP, AND ONCE RECOGNIZED, YOU MAY SPEAK FOR UP TO THREE MINUTES. PLEASE NOTE WE STRONGLY ENCOURAGE REMOTE OPTIONS; OR

(4) LOGGING ON TO REMOTE ACCESS LINK AND USING “RAISE MY HAND” FUNCTION. ONCE RECOGNIZED, YOU CAN SPEAK FOR UP TO THREE MINUTES.

ONLY ONE PERSON AT A TIME MAY SPEAK BY TELEPHONE AND ONLY AFTER BEING RECOGNIZED BY THE CHAIR.

PLEASE BE MINDFUL THAT THE TELECONFERENCE WILL BE RECORDED AS ANY OTHER MEETING IS RECORDED, AND ALL OTHER RULES OF PROCEDURE AND DECORUM WILL APPLY WHEN ADDRESSING THE COMMISSION BY TELECONFERENCE. FINALLY, IT IS REQUESTED THAT ANY MEMBER OF THE PUBLIC ATTENDING WHILE ON THE TELECONFERENCE TO HAVE HIS/HER/THEIR PHONE SET ON “MUTE” TO ELIMINATE BACKGROUND NOISE OR OTHER INTERFERENCE.

To Join March Joint Powers Authority Commission Meeting Via Zoom:

Meeting ID: 657 384 1741 Password: 14205

One tap mobile (from mobile or electronic device)

+16699006833,,6573841741# US (San Jose)

+13462487799,,6573841741# US (Houston)

Join by SIP, [6573841741@zoomcrc.com](https://zoom.us/j/6573841741) Join by H.323, 162.255.37.11 (US West), 162.255.36.11 (US East)



MARCH JOINT POWERS AUTHORITY

NOTICE OF REGULAR MEETING
of the
March Joint Powers Commission
of the
March Joint Powers Authority
and the
March Inland Port Airport Authority
and the
Successor Agency - March Joint Powers Authority
of the
Former March Joint Powers Redevelopment Agency
City of Moreno Valley • City of Riverside • City of Perris • Riverside County
and the
March Joint Powers Commission
of the
March Joint Powers Utilities Authority
City of Moreno Valley • City of Riverside • City of Perris
to the
Public and Members of the March Joint Powers Commission

Notice is hereby given that the Regular Meeting of the

March Joint Powers Commission of the
March Joint Powers Authority

will be held at the

Western Municipal Water District – Board Room
14205 Meridian Parkway, Riverside, California 92518

on Wednesday, June 8, 2022 at 3:00 p.m.

Attendees may also participate via Zoom or telephonically via Zoom using the following information:

Zoom virtual meeting:

Meeting ID: 657 384 1741 Password: 14205

One tap mobile (from mobile or electronic device)

+16699006833,,6573841741# US (San Jose) +13462487799,,6573841741# US (Houston)

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This Notice was posted on 06/02/22 at the following locations:

Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518

On June 2, 2022, Notice was sent to each member of the March Joint Powers Commission.

I hereby certify that the foregoing Notice is a full, true, and correct copy of the Notice posted for the March Joint Powers Authority Commission Meeting.

Cindy Camargo

Cindy Camargo, Clerk
March Joint Powers Commission

REGULAR MEETING
of the
March Joint Powers Commission
of the
March Joint Powers Authority
and the
March Inland Port Airport Authority
and the
Successor Agency - March Joint Powers Authority
of the
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City of Moreno Valley • City of Riverside • City of Perris • Riverside County
and the
March Joint Powers Commission
of the
March Joint Powers Utilities Authority
City of Moreno Valley • City of Riverside • City of Perris

June 8, 2022 - 3:00 PM

March Joint Powers Authority Commission Meeting Location:
Western Municipal Water District – Board Room
14205 Meridian Parkway
Riverside, CA 92518

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ALL MEETINGS ARE OPEN TO THE PUBLIC

Interested persons are encouraged to participate in the activities of the March JPA. Anyone wishing to speak on an agenda item or on an issue of general concern should complete a “Speaker’s Request Form” available in the Meeting Room or on the www.MarchJPA.com website.

ADA: If you require special accommodations during your attendance at a meeting, please contact the March JPA at (951) 656-7000 at least 24 hours in advance of the meeting time.

**March Joint Powers Authority
14205 Meridian Parkway, Suite 140 Riverside, CA 92518
Phone: (951) 656-7000 Fax: (951) 653-5558**

THE MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS AUTHORITY
and the
MARCH INLAND PORT AIRPORT AUTHORITY
and the
SUCCESSOR AGENCY - MARCH JOINT POWERS AUTHORITY
of the
FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY
City of Moreno Valley • City of Riverside • City of Perris • County of Riverside
and the
MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS UTILITIES AUTHORITY
City of Moreno Valley • City of Riverside • City of Perris

June 8, 2022 - 3:00 PM

*Western Municipal Water District/March Joint Powers Authority
Board Room
14205 Meridian Parkway
Riverside, CA 92518*

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From mobile or electronic device:

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Join by SIP, 6573841741@zoomerc.com Join by H.323, 162.255.37.11 (US West), 162.255.36.11 (US East)

REGULAR MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Matters Subsequent to Posting Agenda**

Approval of Agenda Additions or Corrections, as Necessary.

6. Approval of Minutes of the JPC Meeting held on May 25, 2022 (Page 10)

7. Public Comments

Any person may address the Commission on any subject pertaining to March Joint Powers Authority, March Inland Port Airport Authority, Successor Agency/former March Joint Powers Redevelopment Agency, and March Joint Powers Utilities Authority business not listed on the Agenda during this portion of the Meeting. A limitation of three (3) minutes shall be set for each person desiring to address the Commission.

8. Consent Calendar

MJPA – Operations

- 1) Action: Re-Authorize Remote Teleconference meetings of the Legislative Bodies of March Joint Powers Authority (Page 14)
- 2) Action: Adopt three resolutions: Adopt Resolution #JPA 22-07 a resolution of the commission of the March Joint Powers Authority initiating proceedings to levy and collect assessments for fiscal year 2022/2023 within Landscaping and Lighting Maintenance District No. 1; adopt Resolution #JPA 22-08 a resolution of the commission of the March Joint Powers Authority preliminarily approving engineer's report for the levy of annual assessments for fiscal year 2022/2023; adopt Resolution #JPA 22-09 a resolution of the commission of the March Joint Powers Authority declaring its intent to levy and collect assessments for fiscal year 2022/2023 within Landscaping and Lighting Maintenance District no. 1; and setting the public hearing (Page 15)
- 3) Action: Approve a Grant of Easement to Southern California Edison for the installation of infrastructure improvements for an approved AT&T Tower project at March Field Air Museum, direct staff to file a Notice of Exemption pursuant to CEQA, and authorize the Executive Director to execute easement documents (Page 55)
- 4) Action: Approve a grant of easement to Western Municipal Water District for a turnout facility pursuant to Plot Plan No. 20-02 (Veterans Industrial Park 215) Condition of Approval No. 202, authorize the Executive Director to execute easement documents and direct staff to file a Notice of Exemption pursuant to CEQA (Page 67)
- 5) Approve an extension of, and amendment to, an agreement for law enforcement services between the March Joint Powers Authority and the County of Riverside Sheriff's Department, and authorize the Executive Director to execute agreement documents (Page 77)

9. Reports, Discussions and Action Items – MJPA

- 1) Report/Action: Receive and File March ARB 452nd Mission Support Group by Interim Commander Hamilton Underwood III (Page 108)
Dr. Grace Martin, Executive Director
- 2) Report/Action: Receive and File Meridian Business Park – South Campus Development Report by Development Group, Meridian Park LLC (Page 111)
Dr. Grace Martin, Executive Director

10. Consent Calendar

MIPAA – Operations

- 1) Action: Re-Authorize Remote Teleconference meetings of the Legislative Body of March Inland Port Airport Authority (Page 112)

11. Consent Calendar

MJPUA – Operations

- 1) Action: Re-Authorize Remote Teleconference meetings of the Legislative Body of March Joint Powers Utilities Authority (Page 113)

12. Commission Members Oral Reports/Announcements

13. Staff Oral Reports/Announcements

14. Calendaring of Future Agenda Items

Future agenda items may be scheduled by JPC Members or staff.

15. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: Former Navy Operations Support Center Building
23570 Z Street, March Air Reserve Base, CA 92518
Agency Negotiator: Dr. Grace Martin, Executive Director
Negotiating Parties: Army National Guard
Under Negotiation: Price and Terms of Lease

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Executive Director, General Counsel, or other designee.
Unrepresented employees: Receptionist/Office Assistant; Business Development Specialist; Grounds/Maintenance Worker III; Airport Operations Coordinator; Executive Assistant/Clerk; Property Manager; Senior Planner; Principal Planner; Planning Director; Airport Director; Deputy Director.

16. Adjournment

Meeting Schedule

March Joint Powers Commission Meeting	June 22, 2022 – 3:00 p.m.
March Joint Powers Commission Meeting	July 2022 – DARK
March Joint Powers Commission Meeting	August 10, 2022 – 3:00 p.m.

In accordance with Government Code section 65009, anyone wishing to challenge any action taken by the Commission of any of the entities listed in this agenda above in court may be limited to raising only those issues raised at the public hearings described in the notice, or raised in written correspondence delivered to the hearing body, at or prior to the public hearing. Any written correspondence submitted to one or more of the March JPA Commissioners regarding a matter on this Agenda shall be carbon copied to the Commission Clerk and the project planner, if applicable, at or prior to the meeting date first referenced above.

Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of Clerk of the March Joint Powers Authority (JPA), 14205 Meridian Parkway Ste. 140, Riverside,

California and are available for public inspection during regular office hours (7:30 a.m. to 5:30 p.m., Monday through Thursday, Closed-Friday). Written materials distributed to the March Joint Powers Commission within 72 hours of the March Joint Powers Commission meeting are available for public inspection immediately upon distribution in the Clerk's office at the March JPA offices at 14205 Meridian Parkway, Ste. 140, Riverside, California (Government Code Section 54957.5(b)(2)). Copies of staff reports and written materials may be purchased for \$0.20 per page. In addition, staff reports can be reviewed online at www.marchjpa.com. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

ADA: If you require special accommodations during your attendance at a meeting, please contact the March JPA at (951) 656-7000 at least 24 hours in advance of the meeting time.

I hereby certify under penalty of perjury, under the laws of the State of California, the foregoing agenda was posted in accordance with the applicable legal requirements.

Dated: June 2, 2022

Signed: Cindy Camargo

Cindy Camargo, Clerk of the March Joint Powers Authority Commission

March Joint Powers Authority
14205 Meridian Parkway, Suite 140, Riverside, CA 92518
Phone: (951) 656-7000 FAX: (951) 653-5558

THE MARCH JOINT POWERS COMMISSION
of the
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MARCH JOINT POWERS COMMISSION
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City of Moreno Valley • City of Riverside • City of Perris

May 25, 2022 - 3:00 PM

***Western Municipal Water District/March Joint Powers Authority
Board Room
14205 Meridian Parkway
Riverside, CA 92518***

To join the meeting virtually please use the following:

Zoom virtual meeting: <https://us02web.zoom.us/j/6573841741?pwd=L0o5cW0zRHFyUWw1RmtnajFMTmlPQT09>

<https://us02web.zoom.us/j/6573841741?pwd=L0o5cW0zRHFyUWw1RmtnajFMTmlPQT09>

Meeting ID: 657 384 1741 Password: 14205

REGULAR MEETING MINUTES

- 1. Call to Order**
Chair Hewitt called the meeting to order at 3:00 p.m.
- 2. Roll Call**
Present: Delgado (2 votes), Perry, Jeffries, Vargas, Rogers (via Zoom), Conder, Hewitt
Absent: Gutierrez
- 3. Invocation**
Member Rogers provided the invocation.
- 4. Pledge of Allegiance**
Chair Hewitt led the group in the pledge.
- 5. Matters Subsequent to Posting Agenda**

Approval of Agenda Additions or Corrections, as Necessary.

Dr. Martin stated item 8 (7) will be pulled from the agenda and continued to a later meeting date.

6. Approval of Minutes of the JPC Meeting held on May 11, 2022

Motion to approve the JPC minutes for the meeting held on May 11, 2022.

Motion: Vargas

Second: Delgado

Ayes: Delgado (2 votes), Perry, Jeffries, Vargas, Rogers (via Zoom), Conder, Hewitt

Noes: None

Absent: Gutierrez

Abstain: None

7. Public Comments

Any person may address the Commission on any subject pertaining to March Joint Powers Authority, March Inland Port Airport Authority, Successor Agency/former March Joint Powers Redevelopment Agency, and March Joint Powers Utilities Authority business not listed on the Agenda during this portion of the Meeting. A limitation of three (3) minutes shall be set for each person desiring to address the Commission.

Westmont Village residents Christina Miller, Beverly Short, Betty Masters, Richard Short and Ronald Akers, spoke to the commission about how the Westmont Industrial Warehouse project's pollution and noise will severely affect the health and well-being of their community.

Mike McCarthy, Jennifer Larratt-Smith, Greg Garnier, Andrew Silva and Sergio Robles spoke of possible negative impacts of the West Campus Upper Plateau on the Orange Crest Community.

8. Consent Calendar

MJPA – Operations

- 1) Report: Receive and File Financial Status Reports
- 2) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities
- 3) Report: Update on Planning Activities
- 4) Action: Approve April 2022 Disbursements
- 5) Action: Adopt Resolution #JPA 22-05 a resolution of the Commission of the March Joint Powers Authority, California, acting as the legislative body of the March Joint Powers Authority Community Facilities District No. 2013-01 (March LifeCare Campus), establishing fiscal year 2022/2023 annual special tax to be levied on property within such Community Facilities District
- 6) Approve Amendment No. 3 to the Agreement to form the Lake Elsinore and Canyon Lake TMDL Task Force Agreement, authorize the Executive Director to execute the agreement, authorize Task Force participation of \$32,968 for FY 2021/22, and authorize Task Force participation of \$38,268 for FY2022/23
- 7) Approve an extension of, and amendment to, an agreement for law enforcement services between the March Joint Powers Authority and the County of Riverside Sheriff's Department, and authorize the Executive Director to execute the Agreement (Page 179)

- 8) Approve second amendment to an agreement for governmental municipal services and distribution of certain revenues between the County of Riverside and the March Joint Powers Authority, and authorize the Executive Director to execute the agreement
- 9) Adopt Resolution #JPA 22-06 appointing the voting director and alternate voting director to represent the March JPA on the PERMA Board of Directors

Motion to approve Consent Calendar, MJPA – Operations, Items 8 (1) through 8 (6) and Items 8 (8) through 8 (9).

Motion: Vargas
 Second: Perry
 Ayes: Delgado (2 votes), Perry, Jeffries, Vargas, Rogers (via Zoom), Conder, Hewitt
 Noes: None
 Absent: Gutierrez
 Abstain: None

9. Reports, Discussions and Action Items – MJPA

- 1) Report: Receive and File March Air Reserve Base 144th Fighter Wing, Detachment 1 update by Commander Mark Jansky.

Vice Chair Conder thanked Commander Jansky for all he has done and stated we will miss him.

- 2) Report: Receive and File Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) Update by Deputy Executive Director, Chris Gray.

March JPA Executive Director Dr. Martin thanked Mr. Gray for his presentation and wanted to note for future presentations that the March JPA is a regional job center which is unique from other WRCOG member agencies.

10. Consent Calendar

MIPAA – Operations

- 1) Report: Receive and File Financial Status Reports
- 2) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities
- 3) Action: Approve April 2022 Disbursements

Motion to approve Consent Calendar, MIPPA – Operations, Item 10 (1-3).

Motion: Vargas
 Second: Delgado
 Ayes: Delgado (2 votes), Perry, Jeffries, Vargas, Rogers (via Zoom), Conder, Hewitt
 Noes: None
 Absent: Gutierrez
 Abstain: None

11. Consent Calendar

MJPUA – Operations

- 1) Report: Receive and File Financial Status Reports
- 2) Action: Approve April 2022 Disbursements

Motion to approve Consent Calendar, MJPUA – Operations, Item 11 (1-2).

Motion: Perry
 Second: Delgado
 Ayes: Delgado (2 votes), Perry, Vargas, Rogers (via Zoom), Conder
 Noes: None
 Absent: Gutierrez
 Abstain: Hewitt, Jeffries

12. Commission Members Oral Reports/Announcements

Vice Chair Hewitt thanked everyone who attended the re-dedication of the Riverside Veteran’s Wall.

13. Staff Oral Reports/Announcements

Dr. Martin shared the new March JPA marketing materials that were distributed at ICSC and reported on outcome of ICSC.

Dr. Martin shared a flyer for the Sunburst Youth Academy graduation at Los Alamitos on June 10th and invited Commissioners if interested. The academy is sponsored by the Army National Guard and they are interested in doing a presentation for the Commission at a future commission meeting.

Dr. Martin announced that the Washington, DC trip is coming up and there will be an orientation after the June 8th Commission meeting for those commissioners that will be traveling with staff.

There will be an MCUS meeting after today’s meeting in the closed session room.

14. Calendaring of Future Agenda Items

Future agenda items may be scheduled by JPC Members or staff.

15. Adjournment

The meeting adjourned at 4:22 p.m.

Meeting Schedule

March Joint Powers Commission Meeting	June 8, 2022 – 3:00 p.m.
March Joint Powers Commission Meeting	June 22, 2022 – 3:00 p.m.
March Joint Powers Commission Meeting	July 2022 – DARK

March Joint Powers Authority
 14205 Meridian Parkway, Suite. 140, Riverside, CA 92518
 Phone: (951) 656-7000 FAX: (951) 653-5558

**MARCH JOINT POWERS COMMISSION
MARCH JOINT POWERS AUTHORITY**

***MJPA Operations - Consent Calendar
Agenda Item No. 8 (1)***

Meeting Date: June 8, 2022

Action: **RE-AUTHORIZE REMOTE TELECONFERENCE
MEETINGS OF THE LEGISLATIVE BODIES OF
MARCH JOINT POWERS AUTHORITY**

Motion: Move to Re-Authorize Remote Teleconference meetings of the Legislative Bodies of March Joint Powers Authority

Background:

Since March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus. Among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually.

Pursuant to the Governor's executive orders, the Commission has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, staff and officials. The Governor's executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021. On October 1, 2021, AB 361 went into effect. AB 361 allows legislative bodies to meet virtually under relaxed rules provided there is a state of emergency, and either: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

In order to take advantage of the relaxed teleconferencing rules, the Commission must make these findings within 30 days of teleconferencing for the first time and again every 30 days thereafter.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (2)

Meeting Date: June 8, 2022

Report: **ADOPT THREE RESOLUTIONS: ADOPT RESOLUTION #JPA 22-07 A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2022/2023 WITHIN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1; ADOPT RESOLUTION #JPA 22-08 A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY PRELIMINARILY APPROVING ENGINEER'S REPORT FOR THE LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; ADOPT RESOLUTION #JPA 22-09 A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2022/2023 WITHIN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1; AND SETTING THE PUBLIC HEARING**

Proposed Motion: Move to adopt Resolutions #JPA 22-07, #JPA 22-08 and #JPA 22-09 and set the public hearing.

Background:

March JPA LLMD #1 was formed January 19, 2005, for the benefit of private developments within the Meridian Business Park. The LLMD is to provide maintenance and operation services for public signage, lighting, landscaping, drainage facilities, traffic signals, street sweeping, graffiti removal, and appurtenant facilities within Meridian Business Park North Campus (properties west of the I-215 Freeway, south of Alessandro Boulevard and north of Van Buren Boulevard) and Meridian Business Park South Campus (properties west of Air Force Village West Drive, south of Van Buren Boulevard and east of Barton Road. The North and South campuses contain improvements that are unique to each campus; as such, properties within Meridian Business Park are assessed based on their campus location. Certain North Campus stormwater detention facilities provide flood protection to South Campus properties; as such, 40% of the maintenance costs to North Campus detention basins are assessed to parcels within the South Campus. Assessments are based on benefit units - one acre equals one benefit unit.

The LLMD covers three Benefit Zones. There are no improvements maintained, or assessments levied, under Benefit Zone 2 of the LLMD. Three parcels assessed under Benefit Zone 1, North Campus, are also assessed under Benefit Zone 3. In 2015, Benefit Zone 3 was established to provide funding for the maintenance of the landscape improvements in the joint access easement across Lots 9 and 10, Tract 30857-2 that provides access from Meridian Parkway to these parcels and the Metrolink parcel.

Benefit Zone 1 and Benefit Zone 3 assessments are subject to escalation factors, as listed below:

- 1) “Common Labor, Construction Cost Index”, as published by Engineering News Record (ENR); and
- 2) Utility rate increase(s) by Western Municipal Water District and Southern California Edison Company.

The ENR Common Labor Index is 1.30% over the prior year. Water utilities represent approximately 12.50% of the annual costs. With a cumulative Western Municipal Water District water cost increase of 66.03% from the prior year, staff is recommending a 9.39% increase in the assessments for Fiscal Year 2022/2023.

The recommended effective and maximum annual assessment, by Benefit Zone, along with the total funding for Fiscal Year 2022/2023 are as follow:

Benefit Zone	Fiscal Year	Assessment Per Benefit Unit (Acre)	
	2022/2023 Funding	Effective	Maximum
Benefit Zone 1, North Campus	\$1,355,697.97	\$2,253.34	\$2,253.34
Benefit Zone 1, South Campus	831,935.28	\$2,680.55	\$3,444.27
Benefit Zone 2	0.00	\$0.00	\$0.00
Benefit Zone 3	4,351.79	\$4,351.79	\$4,351.79
Total Funding	\$2,191,985.04		

Public Hearing:

With the adoption of the Resolution of Intention, a future public hearing will be scheduled at the June 22, 2022, March JPC meeting. The recommended increase in assessments is consistent with previously authorized adjustments and balloting is not required of property owners within the LLMD # 1 boundary.

Attachments:

- 1) Resolution JPA #22-07
Exhibit “A,” LLMD #1 Assessment Diagram
Exhibit “B,” LLMD #1 FY 2022/2023 Engineer’s Report
- 2) Resolution JPA #22-08
- 3) Resolution JPA #22-09

RESOLUTION JPA #22-07

A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2022-2023 WITHIN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 (LLMD NO. 1) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING THE PREPARATION OF THE ENGINEER'S REPORT

WHEREAS, in accordance with the Landscape and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (the "Act"), the Commission (the "Commission") of the March Joint Powers Authority (the "Authority") has previously determined that the public interest, convenience and necessity requires the installation, construction, maintenance and/or servicing of public signage, street lighting, traffic signals, landscaping, graffiti removal, street sweeping, drainage facilities, and any improvements appurtenant thereto and incidental expenses in connection therewith, within the boundaries of the Authority; and

WHEREAS, the Commission hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within Landscaping and Lighting Maintenance District No. 1 (the "LLMD No. 1"), March Joint Power Authority, for the purpose of installing, constructing, operating, maintaining and/or servicing public lighting, traffic signals, landscaping, graffiti removal, street sweeping, drainage improvements, and appurtenant facilities thereto and incidental expenses in connection therewith, pursuant to and authorized by the Act.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the Commission of the Authority as follows:

SECTION 1. Initiation of Proceedings. This Commission hereby initiates proceedings to levy and collect annual special benefit assessments within said district, which is designated "Landscaping and Lighting Maintenance District No. 1, March Joint Powers Authority," for the ordinary and usual maintenance, operation and servicing of public improvements, all pursuant to the Act.

SECTION 2. Improvements. The improvements and maintenance which shall be provided for the property included in LLMD No. 1, by and through the assessments levied annually thereon, include the following:

(a) the energy, servicing, operation and maintenance of public facilities, including, but not limited to, signage and street lights;

(b) the energy, servicing, operation and maintenance of traffic signals, safety lighting, beacons, and other electrically operated traffic control or warning devices;

(c) the maintenance, servicing and repair of the landscaping, irrigation system, electrical, water and ornamental structures and facilities located in public streets, right of way, easements and open space;

(d) the maintenance, servicing and repair of the landscaping, irrigation system, electrical, and water facilities within the drainage improvements and appurtenances that convey and retain storm drain flow within LLMD No. 1;

(e) the installation or construction of any facilities which are appurtenant to any improvements listed in (a) through (d) or which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, irrigation, and electrical facilities;

(f) the maintenance, operation and servicing of any of the foregoing, including graffiti removal;

(g) street sweeping; and

(h) any incidental expense in connection with the foregoing.

SECTION 3. Boundaries of Proposed LLMD No. 1. LLMD No. 1 encompasses all that certain territory of the Authority included within the exterior boundary line shown upon the diagram entitled “Assessment Diagram of Landscaping and Lighting Maintenance District No. 1, March Joint Powers Authority, County of Riverside, State of California, Fiscal Year 2022/2023” (the “Diagram”), attached hereto as Exhibit “A” and incorporated herein by this reference, indicating by said boundary line the extent of the territory included within LLMD No. 1. Reference is hereby made to the Diagram for a full and more particular description of LLMD No. 1, the benefits zones therein, the lines and dimensions of each lot or parcel of land within LLMD No. 1, and the distinctive number or letter of each lot or parcel within LLMD No. 1. The diagram is on file in the Office of Secretary of the Authority and shall govern for all details as to the extent of said LLMD No. 1. A copy of such report is attached hereto as Exhibit “B” and incorporated herein by this reference.

SECTION 4. Applicable Law. The proceedings for the annual levy of the special benefit assessment to be levied on property in LLMD No. 1 are to be conducted under and in accordance with provisions of the Act.

SECTION 5. Engineer of Work. Willdan Financial Services, the Engineer for LLMD No. 1 (“Engineer”), is ordered to prepare and file a report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of Part 2 of Division 15 of the California Street and Highways Code with respect to the levy of an assessment on property described in Section 3 hereof to pay the costs of the maintenance and servicing of the improvements described in Section 2 hereof during the fiscal year 2022-2023. Upon completion, the Engineer shall file the report with the Secretary of the Authority for submission to the Commission.

ADOPTED, SIGNED AND APPROVED this 8th day of June 2022.

Jeffrey Hewitt, Chair
March Joint Powers Commission

ATTEST:

I, Cindy Camargo, Clerk of the Commission of the March Joint Powers Authority, do hereby certify that the foregoing Resolution JPA #22-07 was duly and regularly adopted by the Commission of the March Joint Powers Authority at a regular meeting thereof held on 8th day of June 2022, by the following called vote:

Ayes:

Noes:

Abstain:

Absent:

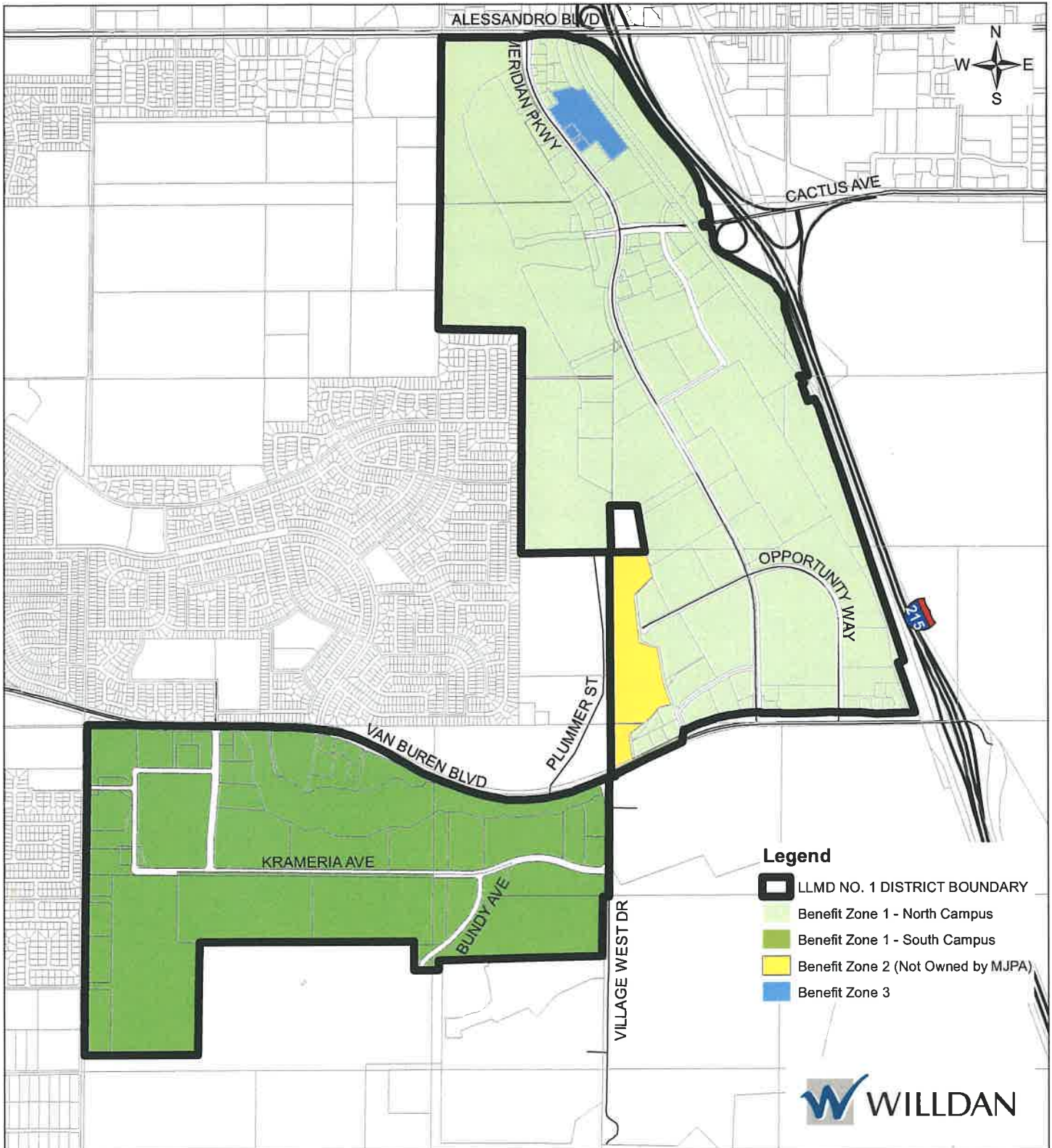
Dated: June 8, 2022

Cindy Camargo, CAP
Clerk, March Joint Powers Authority Commission

Item 8 (2)
Attachment 1 Exhibit A

LLMD No. 1
Assessment Diagram

ASSESSMENT DIAGRAM OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 MARCH JOINT POWERS AUTHORITY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA FISCAL YEAR 2022/2023



Item 8 (2)
Attachment 1 Exhibit B

LLMD No. 1
FY 2022/23 Engineer's Report



March Joint Powers Authority Landscaping and Lighting Maintenance District No. 1

2022/2023 ENGINEER'S REPORT

Intent Meeting: June 8, 2022
Public Hearing: June 22, 2022

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
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Property Tax Information Line
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www.willdan.com



ENGINEER'S REPORT AFFIDAVIT

Landscaping and Lighting Maintenance District No.1

Fiscal Year 2022/2023

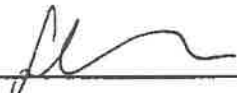
March Joint Powers Authority

County of Riverside County, State of California

This Report describes the District and defines improvements, budget and relevant zones therein and the parcels to be levied for Fiscal Year 2022/2023 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 1st day of June, 2022.

Willdan Financial Services
Assessment Engineer
On Behalf of March Joint Powers Authority

By: 

Susana Hernandez
Senior Project Manager, District Administration Services

By: 

Tyrone Peter
PE #C 81888



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Introduction

Pursuant to the direction from the Commission, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended, commencing with Section 22500. This "Report" is applicable for the ensuing 12-month period, being the fiscal year commencing July 1, 2022 to June 30, 2023.

The Report consists of five (5) parts:

PART I.

Plans and Specifications: The plans and specifications contained in Part I of this Report generally describe the improvements to be maintained and serviced. The referenced plans and specifications within Part 1 were prepared for construction purposes and further show and describe the detailed nature, location and extent of the improvements. These specific plans and specifications are on file in the Planning and Development Services Department of the March Joint Powers Authority and by reference are made part of this Report.

PART II

Method of Apportionment: Part II of the Report outlines the method of calculating each property's proportional special benefit necessary to calculate the property's annual assessment. This method of apportionment is consistent with the previously adopted method of apportionment for the Landscape and Lighting Maintenance District No.1 (District) that was approved by the property owners in protest ballot proceedings conducted in prior years. This section also includes a discussion of the general and special benefits associated with the various improvements to be provided within the District.

PART III

Cost Estimate: Included within Part III are estimates of the annual costs to operate, maintain, and service the improvements and appurtenant facilities for the mentioned fiscal year. The budget for each Benefit Zone includes an estimate of the maintenance costs and incidental expenses including, but not limited to: labor, materials, utilities, equipment, and administration expenses as well as the collection of other appropriate funding authorized by the 1972 Act and deemed necessary to fully support the improvements.

Part IV

Assessment Diagrams: This section of the Report contains a diagram showing the exterior boundary of the District, as well as, the boundaries of Benefit Zones within the District. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District and Zones are shown on the Riverside County Assessor's Parcel Maps, and shall include any subsequent lot line adjustments or parcel changes therein. Reference is hereby made to the Riverside County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Part V

Assessment Roll: An Assessment Roll showing the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries as shown on the below-referenced Diagram. This "Report" is applicable for the ensuing 12-month period, being the fiscal year commencing July 1, 2022 to June 30, 2023.

Part I- Plans and Specifications

There are three Benefit Zones in Landscaping and Lighting Maintenance District No. 1 (LLMD). Under Benefit Zone 1, there are six categories of improvements to be maintained, operated and serviced. The categories are public signage, lighting and traffic signals, landscaping, street sweeping, graffiti removal, and drainage facilities. These facilities are to be constructed in accordance with the Tentative Map (TM 30857), the Specific Plan, the Design Guidelines, and the Conditions of Approval for the March Business Center (MBC), all as approved and amended.

A general description of each category of the Benefit Zone 1 improvements is presented in the following paragraphs.

Signage and Lighting Improvements

The work to be performed consists of the energy, servicing, operation, and maintenance of the North Campus signage, the street lights installed along public streets and easements, and the pedestrian lighting installed along the south boundary of the North Campus (Van Buren Boulevard) and along the Interstate 215 Bridge.

Traffic Signal Improvements

The work to be performed consists of the energy, servicing, operation, and maintenance of traffic signals, safety lighting, beacons, and other electrically operated traffic control or warning devices installed along public streets, including routine maintenance and emergency call-out service.

Landscaping Improvements

The work to be performed includes the maintenance, servicing and repair of the landscaping, irrigation system, electrical, water, and ornamental structures and facilities located in public streets, rights of way, parkways, easements, slopes, open space areas and various park facilities located on Lot 90, MBC TM 30857, South Campus.

It is noted that the MBC Specific Plan designates a 51-acre Military Theme Park to be located on Lot 90, MBC TM 30857, South Campus. Various park facilities to be maintained under LLMD 1 include three (3) acres of usable park space, parking lot, a three-quarter (3/4) mile pedestrian path system, a 15-foot easement along the south border of the 51-acre lot, and an easement for screening along the west border of the 51-acre lot.

Street Sweeping

The work to be performed includes the sweeping of interior public streets and easements.

Graffiti Removal

The work to be performed is the removal of graffiti on the exterior face of walls, or walls with the integration of fencing materials, along the rear of lots abutting open space and/or visible from residences and roadways.

Drainage Improvements

The work to be performed includes the maintenance, servicing and repair of the landscaping, irrigation system, electrical, and water facilities within the drainage improvements and appurtenances that convey and retain the storm drain flow within the MBC. These improvements include inlets, reinforced concrete pipes, catch basins, outlets, channels, drop structures, wash, detention basins, and slopes greater than 10-feet in vertical height.

It is noted that Lots 64 and 65, MBC TM 30857, North Campus will be maintained on an interim basis until accepted for maintenance by Riverside County Flood Control District. Acceptance is pending the completion of downstream facilities.

Plans and Specifications for the Benefit Zone 1 improvements to be maintained and/or improved for a fiscal year have been approved or are in the process of being designed for approval by the March Joint Powers Authority. The work to be performed is under the ownership and operation of the March Joint Powers Authority (MJPA).

The location of the Benefit Zone 1 improvements is further identified as the North or South Campus improvements. The Fiscal Year 2022/2023 estimated costs for each Campus are presented herein Part 3, the Cost Estimate.

Located north of Van Buren Boulevard, most of the North Campus improvements have been constructed and accepted for maintenance by the MJPA. North Campus improvements to be constructed and accepted for maintenance under Benefit Zone 1 in future fiscal years include Signage and a traffic signal along Meridian Parkway between Innovation Drive and Opportunity Way.

Located south of Van Buren Boulevard, Phase 1 improvements in the South Campus have been accepted for maintenance and currently being maintained. As future North and South Campus improvements are constructed to be maintained under Benefit Zone 1, there will be a minimum of 90 days and a maximum of 365 days between the final inspection date and the date of acceptance of the improvements. Upon the completion of construction, the improvements will be shown in Atlas Maps, As-Built Maps and Specifications on file in the Office of the Planning and Development Services.

Reference is made to plans and specifications for Benefit Zone 1, North Campus improvements prepared by Kimley-Horn and Associates, Inc. and entitled as follows:

- Unit 1 Improvement Plans, March Business Center – Tract No. 30857
- Unit I Mass Grading Plan, March Business Center – Tract No. 30857-Unit 1
- March Business Center, Unit I Storm Drain
- Landscape Improvement Plans, Meridian Phase I – Unit 1
- Unit 2 Improvement Plans, March Business Center – Tract No. 30857-2
- Unit 3 Improvement Plans, March Business Center – Tract No. 30857-3
- Unit 3 Mass Grading Plan, March Business Center – Tract No. 30857-3
- March Business Center, Unit 3 Storm Drain
- Meridian Parkway, Street Improvement Plans, Meridian, Tract 30857-4
- Meridian Parkway, Street Light Plan, Meridian, Tract 30857-4
- Perris Valley MDP, Line B-1, Riverside County Flood Control and Water Conservation District
- Unit 4, Meridian, Street Improvement Plans, Meridian, Tract 30857-4
- Unit 4, Street Light Plan, Meridian, Tract 30857-4
- Unit 4, Mass Grading Plan, Meridian, Tract 30857-4
- Unit 4, Interim Basin Grading, Meridian, Tract 30857-4
- Unit 5 Mass Grading Plan, March Business Center – Tract No. 30857-5
- Mitigation Area 1 Grading Plan, Meridian, Tract 30857
- Mitigation Area 2 Grading Plan, Meridian, Tract 30857-4

Benefit Zone1, North Campus, plans and specification are also prepared by Lifescapes International, Inc. and are entitled "Landscape Improvement Plans, Meridian Unit 2", "Landscape Improvement Plans, Meridian Unit 3", "Landscape Architectural Drawings for Meridian Unit 4, Phase 1 & 2", and "Irrigation Plans for Meridian Unit 4 Landscape Improvements".

Plans and Specifications prepared by DRC Engineering for Annexation No. 3, Benefit Zone 1, North Campus improvements are entitled as follows:

- Precise Grading Plans, Meridian Park – Meridian West Building 1, Tract 37107 Lot 2
- Street Improvement Plans, Cactus Avenue, Meridian Parkway, Street A, and Street B, Tract 30857-8
- Storm Drain Plans, Tract 30857-8
- Meridian West Campus Lower Plateau, Street Lighting Plans, Tract 37107

Further reference is made to plans and specifications for Benefit Zone 1, South Campus improvements prepared by Kimley-Horn and Associates, Inc. and entitled as follows:

- County of Riverside, M.S. No. 4309, Van Buren Boulevard Phase II, Street Lighting Plans
- County of Riverside, Street Improvement Plans, Van Buren Boulevard - Phase II
- Meridian – South Campus Phase I, Street Lighting Plans, Tract 30857-7
- Meridian – South Campus Phase I, Street Improvement Plans, Tract 30857-7
- Mass Grading Plans, Meridian - South Campus Phase I, Tract No. 30857-7
- Perris Valley Village West Drive, Storm Drain Stage 1, Riverside County Flood Control and Water Conservation District
- Perris Valley-Village West Drive, Stage 2, Perris Valley-Krameria Avenue, Stage1, Perris Valley-Krameria North Storm Drain, Riverside County Flood Control and Water Conservation District

Benefit Zone 1, South Campus, plans and specification are also prepared by Ridge Landscape Architects and are entitled “County of Riverside, M.S. 4161, Van Buren Boulevard, Phase II, Landscape Plans” and “Meridian – South Campus Phase 1, Streetscape Improvement Plans, Tract 30857-7”.

Reference is also made to the future plans and specifications for Street Improvement Plans, Mass Grading Plans, Storm Drain Plans and Landscape Plans required for the development of the MBC TM 30857. Pending design, the improvements to be maintained, operated and serviced under Benefit Zone 1 assessments are as set forth in the Specific Plan for the MBC, as amended.

Said plans and specifications showing the nature, location and extent of the improvements to be maintained and/or improved, under Benefit Zone 1, are hereby made a part of this report to the same extent as if attached hereto.

There are no improvements maintained under Benefit Zone 2.

In general, the annual work to be performed under Benefit Zone 3 includes the maintenance, servicing and repair of the landscaping, landscape hardscape, irrigation system, and appurtenances located in the joint access easement across Lots 9 and 10, Tract 30857-2 that provides access from Meridian Parkway to Lots 4, 9 and 10, Tract 30857-2.

Reference is made to Exhibit “D-2 and Exhibit D-3” attached to the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions (CC&Rs) recorded on February 27, 2014 as Instrument Number 2014-0075719 in the Official Records of the Office of the Recorder of the County of Riverside, State of California. A legal description describing the location and extent of the public easements is set forth on these Exhibits.

Reference is also made to the landscaping plans and specifications prepared by STV Incorporated and ima and entitled “RCTC Perris Valley Line, Moreno Valley/March Field Station C” for the landscaping improvements to be located within these public easements.

The work to be performed does not include maintenance of the sidewalk between the landscape improvements and the curb or the maintenance of the Metrolink Station monument signs as depicted in Exhibit “E-2” and Exhibit “E-3” of the CC&Rs.

Said CC&Rs and the landscaping plans and specifications showing the nature, location and extent of the landscaping improvements to be maintained and/or improved, under Benefit Zone 3, are hereby made a part of this report to the same extent as if attached hereto.

Part II- Method of Apportionment

In response to the realignment of March Air Force Base, there was a determination by the MJP that a plan was required to provide for areas declared surplus and available for disposal actions. The MBC Specific Plan was prepared and approved and has been amended by the MJP to mitigate the losses associated with the base realignment. Implementation of the MBC Specific Plan will specifically benefit that area being re-aligned by establishing a cohesive identity and a land use plan that will result in a self-sustaining project with a large employment center.

Implementation of the Specific Plan required the formation of Landscaping and Lighting Maintenance District No. 1 (LLMD 1) to provide for the on-going maintenance of certain improvements. The intent of the District is to provide funding for the annual and continued maintenance of these improvements in perpetuity.

There are three benefit zones within LLMD 1. The locations of the Benefit Zone 1 improvements are further identified as the North or South Campus improvements. Due to the nature and extent of the improvements, and being in separate areas, each Campus is assessed separately for that Campus's facilities and services. Located north of Van Buren Boulevard, the North Campus parcels are assessed for the maintenance and services provided within the North Campus. Located south of Van Buren Boulevard, the South Campus parcels are assessed for the maintenance and services provided within the South Campus.

The parcels in the North Campus include approximately 60% of the total area within the MBC Specific Plan, with the remainder 40% to be developed in the South Campus. To be protected from inundation, before development of the South Campus could take place, certain drainage facilities were required to be constructed within the North Campus. Accordingly, 40% of the maintenance of the detention basins within the North Campus is assessed to the South Campus.

Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Article XIII D provides that only special benefits are assessable. The Authority must separate the general benefits from the special benefits conferred on a parcel; a special benefit being a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within the district.

The improvements are located within and/or immediately adjacent to properties within the District and were required as a condition of approval to develop. The improvements were installed and are maintained particularly and solely to serve, and for the benefit of, the properties within the respective Benefit Zones.

Landscaping in the medians along the major thoroughfares provides only incidental, negligible and non-quantifiable benefits to motorists traveling to, from or through the District. Operation and maintenance of the greenways within the District provides only incidental, negligible and non-quantifiable benefits to pedestrians and cyclists traveling through the greenbelts.

Any benefit received by properties outside of the District is inadvertent and unintentional. Therefore, any general benefits associated with the maintenance and servicing of the improvements are merely incidental, negligible, and non-quantifiable. The improvements detailed in Part I herein confer special benefits that affect the assessed property in Benefit Zone 1 in a way that is particular and distinct from the effects on other parcels and that real property in general and the public at large do not share.

Within each Campus, except for the detention basins, the extent of the Benefit Zone 1 improvements to be maintained adjacent to a parcel does not impart a particular benefit over and above the special benefit received from maintenance of all the improvements required under the Specific Plan. Nor does the location or land use of a parcel impart a benefit over and above the special benefit received from maintenance of the improvements. Land uses are located to encourage development, limit potential competition and to attract customers or clientele.

The method of assessment under Benefit Zone 1 is based on benefit units with an acre equal to one benefit unit. Each numbered Lot within Benefit Zone 1 will be assessed benefit units equal to the gross acreage listed on the MBC TM 30857. Upon recordation of Tract Maps, benefit units will be assessed based on each Lot's gross acreage shown on the Tract Map or Assessor's Parcel Map, less any area restricted for use by the Army Corp of Engineer's.

This method of assessment applies to all categories of the Benefit Zone 1 improvements and incidental expenses. Incidental expenses include annual engineering, inspection, insurance, legal, administration, and finance expenses incurred by LLMD 1, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

It is noted that:

- Due to limited access, 15 acres (Benefit Zone 1 benefit units) have been discounted on Lot 68, TM 30857, North Campus, to reflect the limited level of development potential.
- Under the ownership of the Riverside County Transportation Commission, Lot 4, Tract 30857-2 is being developed as a Metrolink Station site. The Metrolink will serve as a commuter rail, express bus, local bus and shuttle transfer facility.
- Development of the Metrolink site is consistent with the goals of the Transportation Demand Management Strategies set forth in the Specific Plan. Due to the benefit provided by the site and the site's limited frontage on Meridian Parkway, the assessed acreage (Benefit Zone 1 benefit units) on Lot 4, Tract 30857-2, has been reduced by 25%.
- The Army Corp of Engineer's has identified an ephemeral streambed that crosses Tract 37107 (Annexation No. 3). The streambed is the continuation of a conservation easement that prohibits development therein. To reflect the prohibition on development, the assessed area within Tract 37107 has been reduced to 111.7 acres. With final design and the surveyed designation of the restricted area, if less area is restricted, the area to be assessed will increase. If more area is restricted, the assessed area within Tract 37107 will remain at 111.7 acres.

The Specific Plan improvements are interrelated and the Benefit Zone 1 area within LLMD 1 benefits from the implementation of the Specific Plan. However, lots within a tract(s) where the improvements have been constructed benefit to a greater extent from the maintenance of the improvements. Additionally, lots within the tracts(s) that are occupied or under construction benefit to an even greater extent from the maintenance of the improvements.

To reflect the extent of benefit, each year the Benefit Zone 1 benefit units, within each Campus, will be assessed the current annual assessment in the following order:

1. Lots with Certificate of Occupancy or Building Foundation Permit issued prior to January 1 of the current fiscal year
2. Lots within a Tract Map recorded prior to January 1 of the current fiscal year
3. Lots within a phase where improvements have been constructed or were under construction prior to January 1 of the current fiscal year
4. Remainder Lots

All parcels in LLMD 1 are in Benefit Zone 1 or Benefit Zone 2. Lots within Benefit Zone 1 developed or to be developed as railroad, open space, park, channels, and detention basins are assessed zero benefit units. The area within Benefit Zone 2 is remainder area and is assessed zero benefit units. There are no improvements serviced, maintained or operated under Benefit Zone 2.

In general, the annual work to be performed under Benefit Zone 3 includes the maintenance, servicing and repair of the landscaping, landscape hardscape, irrigation system, and appurtenances located in the joint access easement across Lots 9 and 10, Tract 30857-2 that provides access from Meridian Parkway to Lots 4, 9 and 10, Tract 30857-2.

These Lots are further identified by the following Assessor Parcel Numbers:

Lot 4, Tract 30857-2, Assessor Parcel Number 297-100-036

Lot 9, Tract 30857-2, Assessor Parcel Number 297-100-041

Lot 10, Tract 30857-2, Assessor Parcel Number 297-100-042

Lots 4, 9 and 10, Tract 30857-2 benefit from the annual work to be performed under Benefit Zone 3. The method of assessment under Benefit Zone 3 is based on one benefit unit.

Until a grading permit was obtained for Lot 9 or Lot 10, Lot 4 benefited from and was assessed for the cost of the Benefit Zone 3 improvements. With the issuance of grading permits, the respective benefit and assessment for the cost of the Benefit Zone 3 improvements is Twelve and One-Half Percent (12.5%) for Lot 9, Twelve and One-Half Percent (12.5%) for Lot 10, with Lot 4 assessed the remaining Seventy-Five Percent (75%) of the Zone 3 costs.

It is noted that the Benefit Zone 3 assessments do not modify or preclude assessments levied on Lots 4, 9 and 10, Tract 30857-2, under Benefit Zone 1, North Campus.

To ensure joint access and provide for internal development, on February 27, 2014, as Instrument Number 2014-0075719, in the Office of the Recorder, County of Riverside, State of California, a document entitled "Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions (CC&Rs)", was recorded against Lots 4, 9 and 10, Tract 30857-2. The CC&Rs are consistent with the method of assessment under Benefit Zone 3. Said CC&Rs are hereby made a part of this report to the same extent as if attached hereto.

The Benefit Zone 3 improvements are an extension of the Meridian Parkway landscaping improvements that are maintained and improved under Benefit Zone 1. Benefit Zone 3 will be assessed for the costs associated with the Benefit Zone 3 improvements, including, but not limited to, regular maintenance and repairs, water and electric, dead plant replacement, mulch application, tree manicuring, and irrigation replacement and repairs.

The Benefit Zone 3 irrigation system ties into the existing irrigation system that services the Meridian Parkway Benefit Zone 1 improvements. At full maturity, the water and electric costs (utility expenses) for Benefit Zone 3 will be based on a maximum water allowance of 71 water billing units.

Each fiscal year, the total annual water and electric costs (utility expenses) for the shared meters will be determined. The total water billing units and efficient water use for the shared water meter will also be determined.

Upon these determinations, each fiscal year, Benefit Zone 3 will reimburse Benefit Zone 1 for utility expenses, as follows:

1. Adjust the water billing units assessed to Benefit Zone 3 to reflect that fiscal year's efficient water use. For example, if the water use during that fiscal year is 80% within budget, 56.8 water billing units (80% of 71 billing units) would be assessed to Benefit Zone 3.
2. Determine Benefit Zone 3's prorata share of the water usage. For example, if 2,000 water billing units were used by the shared meter, Benefit Zone 3's prorata share would be 0.0284% (56.8 units divided by 2,000 units).
3. The utility expenses to be reimbursed to Benefit Zone 1 by Benefit Zone 3 will be based on Benefit Zone 3's prorata share of the total water billing units. For example, if the utility expenses totaled

\$8,000.00, \$227.20 in utility expenses would be reimbursed to Benefit Zone 1 by Benefit Zone 3, for that fiscal year.

4. Consideration will be made for water use during the plant establishment period of new improvements.

On an annual basis, the total incidentals for Landscape and Lighting District No.1 (LLMD) will be prorated to the Benefit Zones based on each Benefit Zone's share of the annual maintenance costs for that fiscal year.

Based on the projected cash-flow, and annually thereafter, in order to provide sufficient funding through all phases of development, the maximum annual assessments under Benefit Zone 1, North Campus and South Campus, and Benefit Zone 3 are, subject to escalation factors, as listed below:

- The "Common Labor, Construction Cost Index", as published by Engineering News Record (ENR) in subsequent years,
- Utility rate increase(s) effective in subsequent years, current providers being:
 - Western Municipal Water District, and
 - Southern California Edison Company or March Joint Powers Utility Authority

The ENR Common Labor Construction Cost index is 1.30% over the prior year. Water utilities represent approximately 12.50% of the annual costs. With a cumulative Western Municipal Water District cost increase of 66.03% from the prior year, the total escalation factor for Fiscal Year 2022/2023 is 9.39%.

Accordingly, the effective and maximum annual assessment, all as subject to the above escalation factors, by Benefit Zone are summarized as follows:

Benefit Zone	Effective	Maximum
Benefit Zone 1, North Campus	\$2,253.34	\$2,253.34
Benefit Zone 1, South Campus	\$2,680.55	\$3,444.27
Benefit Zone 2	\$0.00	\$0.00
Benefit Zone 3	\$4,351.79	\$4,351.79

The following is a summary of the Zone 1 Benefit Units for the current fiscal year:

Fiscal Year 2022/2023 Zone 1 Benefit Units					
Campus	Permitted	Final Map	Construction	Undeveloped	Total
North Campus	457.93	40.39	103.32	18.80	620.44
South Campus	201.38	98.78	10.20	86.57	396.93
Total 2022/2023 Benefit Units	659.31	139.17	113.52	105.37	1,017.37

A summary of the Benefit Zone 1 assessments, for the current fiscal year, is listed as follows:

Fiscal Year 2022/2023 Benefit Zone 1 Effective Assessments					
FY 2022/2023 Assessment Per Benefit Unit					
	Permitted	Final Map	Construction	Undeveloped	
North Campus	\$2,253.34	\$2,253.34	\$2,253.34	\$0.00	
South Campus	\$2,680.55	\$2,680.55	\$2,680.55	\$0.00	
FY 2022/2023 Total Assessments					
Campus	Permitted	Final Map	Construction	Undeveloped	Total
North Campus	\$1,031,870.91	\$91,012.04	\$232,815.02	\$0.00	\$1,355,697.97
South Campus	539,809.06	264,784.62	27,341.60	0.00	831,935.28
Total 2022/2023 Assessments	\$1,571,679.97	\$355,796.66	\$260,156.62	\$0.00	\$2,187,633.25

The following is a summary of the Zone 3 Benefit Units and Assessments for the current fiscal year:

APN	Benefit Units	Effective Assessment
297-100-036	0.750	\$3,263.84
297-100-041	0.125	543.97
297-100-042	0.125	543.97
Totals	1.000	\$4,351.79

Reference is made to Part III, Cost Estimate for Details on the expenses assessed for Fiscal Year 2022/2023. For the specific assessment on each Lot and parcel within LLMD 1, for all improvements, for the Fiscal Year commencing July 1, 2022 to June 30, 2023 reference is made to Part IV, Assessment Roll included herein.

Part III- Cost Estimate

Fiscal Year 2022/2023 Cost Estimate Landscaping and Lighting Maintenance District No. 1 March Joint Powers Authority

Proposed Budget 2022-2023				
Description	North Campus	South Campus	BZ 3	Total
	BZ 1	BZ 1		
ASSESSMENTS	\$1,355,697.97	\$831,935.28	\$4,351.79	\$2,191,985.04
Net Operating Revenue	\$1,355,697.97	\$831,935.28	\$4,351.79	\$2,191,985.04
Total Revenue	\$1,355,697.97	\$831,935.28	\$4,351.79	\$2,191,985.04
IMPROVEMENTS				
Traffic Signals	\$32,985.32	\$12,270.59	\$0.00	\$45,255.92
Lighting	36,744.05	25,598.04	0.00	62,342.08
Landscaping	635,889.94	280,327.21	1,733.45	917,950.60
Drainage	339,529.33	65,250.72	0.00	404,780.05
Street Sweeping	44,631.30	0.00	0.00	44,631.30
Graffiti Removal/ Vandalism	1,507.04	1,294.15	0.00	2,801.19
Total Improvements Expenses	\$1,091,286.98	\$384,740.70	\$1,733.45	\$1,477,761.13
STORM DRAIN RESERVE FUND	\$201,366.02	\$105,871.36	\$875.51	\$308,112.89
INCIDENTAL EXPENSES				
Project Director	\$0.00	\$0.00	\$0.00	\$0.00
Project Manager	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00
Salaries and Wages	107,118.69	24,959.19	230.30	132,308.17
Benefits	24,454.08	5,697.47	52.76	30,204.31
Post Employment Benefits	0.00	0.00	0.00	0.00
PERS Contributions	20,960.65	4,883.53	45.23	25,889.42
Medicare Tax	1,746.73	406.96	3.77	2,157.46
Unemployment	0.00	0.00	0.00	0.00
Workers Compensation Ins.	1,397.37	325.57	3.01	1,725.95
Operations	11,644.79	2,713.07	25.12	14,382.99
Transportation/Communication	13,973.76	3,255.69	30.14	17,259.59
Insurance	8,500.70	1,980.53	18.34	10,499.56
Assessment Engineer	15,138.24	3,527.00	32.66	18,697.90
Professional Services	10,480.30	2,441.77	22.61	12,944.68
Publication	1,164.47	271.30	2.51	1,438.28
Contingency county cost	11,644.80	2,713.07	25.12	14,383.00
Total Incidental Expenses	\$228,224.59	\$53,175.15	\$491.57	\$281,891.31
Cash Balance Forward July 1, 2022	\$150,179.63	\$850,163.25	\$4,702.19	\$1,005,045.07
Revenue & Loan Payments	\$1,355,697.97	\$831,935.28	\$4,351.79	\$2,191,985.04
Expenses	1,505,877.59	513,787.21	3,100.53	2,022,765.33
Projected Net Revenue	-\$150,179.62	\$318,148.07	\$1,251.26	\$169,219.71
ESTIMATED ENDING CASH RESERVES	\$0.00	\$1,168,311.31	\$5,953.46	\$1,174,264.77

Note: Totals may not tie due to rounding.

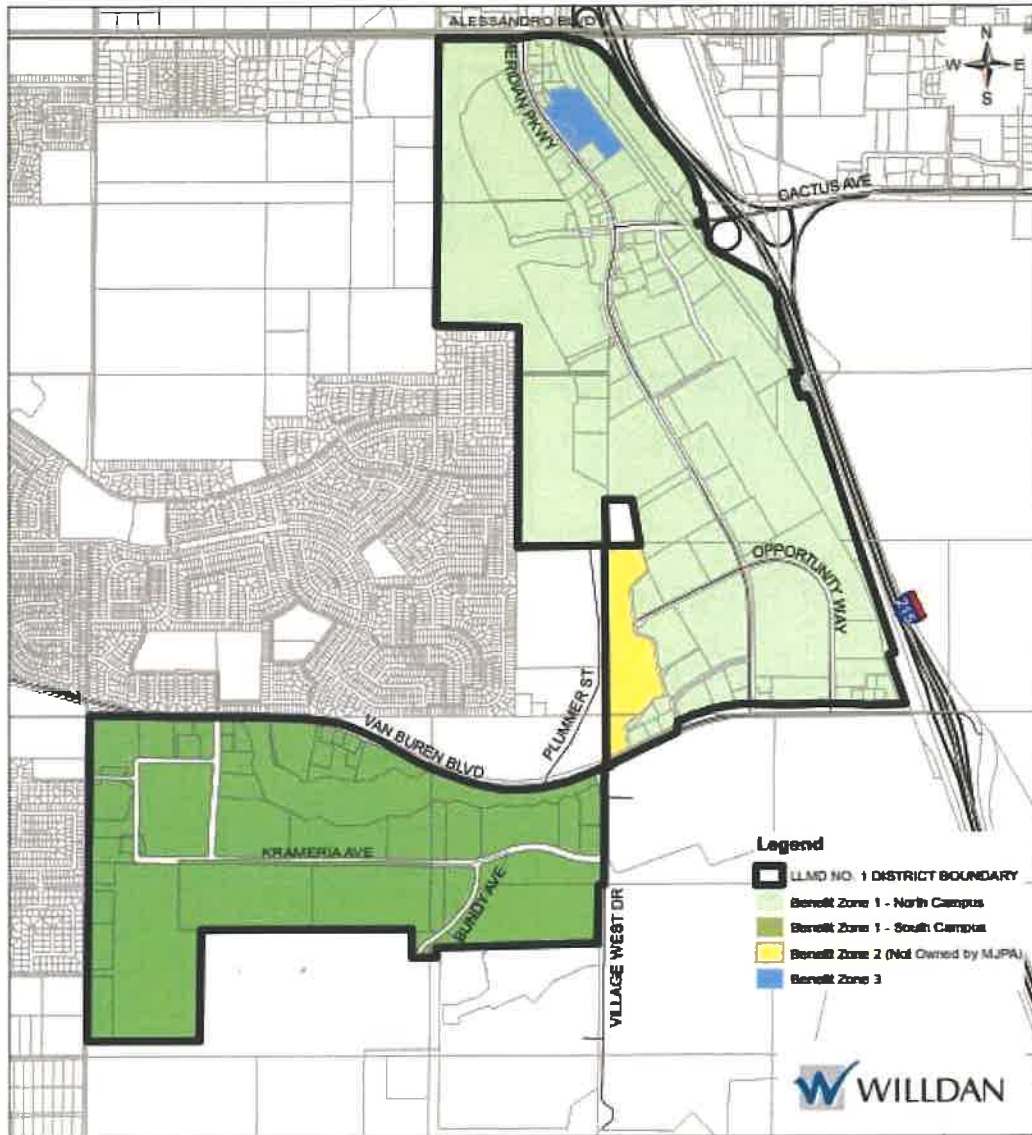
Part IV- Diagram

Landscaping and Lighting Maintenance District No. 1 March Joint Powers Authority

A diagram showing the exterior boundaries of Landscaping and Lighting Maintenance District No. 1, and the boundaries of the Benefit Zones within the District, is attached hereto. The diagram establishes the boundaries of the areas within the District, as the same existed at the time of the adoption of the Resolution of Intention and the initiation of these proceedings.

Reference is made to the County of Riverside Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County of Riverside Assessor's Maps for the fiscal year to which the "Report" applies.

**ASSESSMENT DIAGRAM OF
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
MARCH JOINT POWERS AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2022/2023**



Part V- Assessment Roll

Landscaping and Lighting Maintenance District No. 1 March Joint Powers Authority

For the specific assessment on each Lot and parcel within LLMD 1, for all improvements, for the Fiscal Year commencing July 1, 2022 to June 30, 2023, reference is made to the Assessment Roll following herein.

**March Joint Powers Authority
Landscaping and Lighting Maintenance District No. 1
Fiscal Year 2022/23 Preliminary Assessment Roll
(Sorted by Assessor's Parcel Number)**

Assessor's Parcel Number	Situs Address	Campus	Zone	Type	Benefit Units	Benefit Units - Zone 3	Charge
294-040-031		North	1	Construction	25.24		\$56,874.30
294-040-035		North	1	Construction	8.60		19,378.72
294-040-037		North	1	Construction	6.59		14,849.50
294-040-038		North	1	Construction	8.56		19,288.58
294-050-080	15801 MERIDIAN PKWY	North	1	Permitted	24.62		55,477.22
294-050-081		North	1	Final Map	6.37		14,353.76
294-070-025	15750 MERIDIAN PKWY	North	1	Permitted	45.00		101,400.30
294-070-031	22220 OPPORTUNITY WAY	North	1	Permitted	9.90		22,308.06
294-070-038	22000 OPPORTUNITY WAY	North	1	Permitted	26.92		60,659.90
294-070-039		North	1	Final Map	2.10		4,732.00
294-070-040		North	1	Permitted	1.43		3,222.26
294-070-041		North	1	Permitted	1.31		2,951.86
294-070-043		North	1	Permitted	9.08		20,460.32
294-070-044		North	1	Final Map	6.47		14,579.10
294-070-045		North	1	Permitted	1.58		3,560.26
294-070-046		North	1	Permitted	0.99		2,230.80
294-070-047		North	1	Permitted	1.14		2,568.80
294-070-048		North	1	Permitted	0.90		2,028.00
294-070-049		North	1	Permitted	2.35		5,295.34
294-070-050		North	1	Final Map	0.84		1,892.80
294-100-004		South	1	Construction	10.20		27,341.60
294-100-010		South	1	Final Map	4.21		11,285.10
294-100-011		South	1	Permitted	5.24		14,046.08
294-100-018		South	1	Final Map	19.84		53,182.10
294-100-020		South	1	Final Map	22.96		61,545.42
294-100-033		South	1	Final Map	4.62		12,384.14
294-100-034		South	1	Final Map	10.74		28,789.10
294-110-010	20801 KRAMERIA AVE	South	1	Permitted	48.02		128,720.00
294-110-011	20901 KRAMERIA AVE	South	1	Permitted	44.53		119,364.88
294-120-032		South	1	Final Map	5.83		15,627.60
294-120-033		South	1	Final Map	7.84		21,015.50
294-120-047		South	1	Final Map	4.87		13,054.26
294-640-001	15001 MERIDIAN PKWY	North	1	Permitted	18.43		41,529.04
294-640-005	15001 MERIDIAN PKWY	North	1	Permitted	1.61		3,627.86
294-640-006		North	1	Permitted	1.23		2,771.60
294-640-011	15001 MERIDIAN PKWY	North	1	Permitted	3.77		8,495.08
294-640-018	14800 MERIDIAN PKWY	North	1	Permitted	8.41		18,950.58
294-640-026		North	1	Permitted	3.42		7,706.42
294-640-030		North	1	Permitted	7.20		16,224.04
294-640-033		North	1	Permitted	8.72		19,649.12
294-640-034		North	1	Permitted	59.45		133,961.06
294-650-001		North	1	Permitted	5.02		11,311.76
294-650-002	21822 OPPORTUNITY WAY	North	1	Permitted	13.35		30,082.08
294-650-003	15555 MERIDIAN PKWY	North	1	Permitted	7.04		15,863.50
294-650-010		North	1	Final Map	0.19		428.12
294-650-011	15555 MERIDIAN PKWY	North	1	Permitted	3.23		7,278.28
294-670-001		South	1	Permitted	8.99		24,098.14
294-670-002		South	1	Permitted	6.39		17,128.70
294-670-003		South	1	Permitted	4.57		12,250.10
294-670-004		South	1	Permitted	78.46		210,315.94
294-670-005		South	1	Permitted	2.94		7,880.80
294-670-006		South	1	Permitted	1.18		3,163.04
294-670-007		South	1	Permitted	1.06		2,841.38
294-690-002		South	1	Final Map	7.31		19,594.82
294-690-003		South	1	Final Map	3.07		8,229.28

Assessor's Parcel Number	Situs Address	Campus	Zone	Type	Benefit Units	Benefit Units - Zone 3	Charge
294-690-004		South	1	Final Map	0.95		2,546.52
294-690-005		South	1	Final Map	3.03		8,122.06
294-690-006		South	1	Final Map	3.51		9,408.72
294-701-001		North	1	Final Map	0.49		1,104.12
294-701-002		North	1	Final Map	0.49		1,104.12
294-701-003		North	1	Final Map	0.49		1,104.12
294-701-004		North	1	Final Map	0.49		1,104.12
294-701-005		North	1	Final Map	0.49		1,104.12
294-701-006		North	1	Final Map	0.49		1,104.12
294-701-007		North	1	Final Map	0.49		1,104.12
294-701-008		North	1	Final Map	0.57		1,284.40
294-701-009		North	1	Final Map	0.57		1,284.40
294-701-010		North	1	Final Map	0.57		1,284.40
294-701-011		North	1	Final Map	0.57		1,284.40
294-701-012		North	1	Final Map	0.57		1,284.40
294-701-013		North	1	Final Map	0.57		1,284.40
294-701-014		North	1	Final Map	0.85		1,915.32
294-701-015		North	1	Final Map	0.85		1,915.32
294-701-016		North	1	Final Map	0.85		1,915.32
294-701-017		North	1	Final Map	0.85		1,915.32
294-701-018		North	1	Final Map	1.70		3,830.66
294-701-019		North	1	Final Map	1.70		3,830.66
294-710-001		North	1	Permitted	1.65		3,718.00
294-710-002		North	1	Permitted	1.21		2,726.54
294-710-003		North	1	Permitted	1.34		3,019.46
294-710-004		North	1	Permitted	1.51		3,402.54
294-710-005		North	1	Permitted	1.42		3,199.74
297-100-036	14160 MERIDIAN PKWY	North	3	Permitted	10.85	0.75	27,712.58
297-100-037		North	1	Permitted	2.62		5,903.74
297-100-038	14350 MERIDIAN PKWY	North	1	Permitted	8.54		19,243.52
297-100-041	14140 MERIDIAN PKWY ##101	North	3	Permitted	0.95	0.13	2,684.64
297-100-042	14200 MERIDIAN PKWY ##13	North	3	Permitted	0.70	0.13	2,121.30
297-100-047		North	1	Permitted	3.10		6,985.34
297-100-048		North	1	Permitted	1.85		4,168.66
297-100-064	14205 MERIDIAN PKWY	North	1	Permitted	3.29		7,413.48
297-100-065	14305 MERIDIAN PKWY	North	1	Permitted	3.28		7,390.94
297-100-083		North	1	Construction	1.71		3,853.20
297-100-084		North	1	Construction	19.75		44,503.46
297-100-085		North	1	Construction	0.37		833.72
297-110-045		North	1	Final Map	4.52		10,185.08
297-110-046	21800 AUTHORITY DR	North	1	Construction	32.50		73,233.54
297-230-011		North	1	Final Map	2.34		5,272.80
297-230-012		North	1	Final Map	0.88		1,982.92
297-230-025	14530 INNOVATION DR	North	1	Permitted	4.06		9,148.56
297-230-026	14540 INNOVATION DR	North	1	Permitted	5.53		12,460.96
297-230-031	14600 INNOVATION DR	North	1	Permitted	26.89		60,592.30
297-231-002	14575 INNOVATION DR	North	1	Permitted	1.05		2,366.00
297-231-005	14575 INNOVATION DR	North	1	Permitted	0.01		22.52
297-231-006	14575 INNOVATION DR	North	1	Permitted	16.53		37,247.70
297-231-007	14538 MERIDIAN WAY	North	1	Permitted	1.38		3,109.60
297-231-008	14528 MERIDIAN WAY	North	1	Permitted	2.81		6,331.88
297-231-009	14518 MERIDIAN PKWY	North	1	Permitted	3.08		6,940.28
297-231-010	21801 CACTUS AVE	North	1	Permitted	0.95		2,140.66
297-231-011	21803 CACTUS AVE	North	1	Permitted	1.33		2,996.94
297-231-012	14519 INNOVATION DR	North	1	Permitted	2.40		5,408.00
297-231-013	14529 INNOVATION DR	North	1	Permitted	1.96		4,416.54
297-231-014	14539 INNOVATION DR	North	1	Permitted	3.24		7,300.82
297-231-015	14605 INNOVATION DR	North	1	Permitted	8.78		19,784.32
297-231-016	14555 MERIDIAN PKWY	North	1	Permitted	10.80		24,336.06

Assessor's Parcel Number	Situs Address	Campus	Zone	Type	Benefit Units	Benefit Units - Zone 3	Charge
297-232-004	14813 MERIDIAN PKWY	North	1	Permitted	29.41		66,270.72
297-232-005	14751 MERIDIAN PKWY	North	1	Permitted	5.63		12,686.30
297-232-006		North	1	Final Map	3.03		6,827.62
297-233-001	21804 CACTUS AVE ##1-1	North	1	Permitted	0.24		540.80
297-233-002	21804 CACTUS AVE ##1-2	North	1	Permitted	0.14		315.46
297-233-003	21804 CACTUS AVE ##1-3	North	1	Permitted	0.15		338.00
297-233-004	21804 CACTUS AVE ##1-4	North	1	Permitted	0.18		405.60
297-233-005	21804 CACTUS AVE ##1-5	North	1	Permitted	0.13		292.92
297-233-006	21804 CACTUS AVE ##1-6	North	1	Permitted	0.55		1,239.32
297-233-007	CACTUS AVE ##2-1	North	1	Permitted	0.19		428.12
297-233-008	CACTUS AVE ##2-2	North	1	Permitted	0.13		292.92
297-233-009	CACTUS AVE ##2-3	North	1	Permitted	0.15		338.00
297-233-010	CACTUS AVE ##2-4	North	1	Permitted	0.18		405.60
297-233-011	CACTUS AVE ##3-1	North	1	Permitted	0.19		428.12
297-233-012	CACTUS AVE ##3-2	North	1	Permitted	0.19		428.12
297-233-013	CACTUS AVE ##3-3	North	1	Permitted	0.18		405.60
297-233-014	21800 CACTUS AVE ##3-4	North	1	Permitted	0.19		428.12
297-233-015	21800 CACTUS AVE ##4-1	North	1	Permitted	0.12		270.40
297-233-016	21800 CACTUS AVE ##4-2	North	1	Permitted	0.15		338.00
297-233-017	21800 CACTUS AVE ##4-3	North	1	Permitted	0.14		315.46
297-233-018	21800 CACTUS AVE ##5-1	North	1	Permitted	0.23		518.26
297-233-019	21800 CACTUS AVE ##5-2	North	1	Permitted	0.25		563.32
297-233-020	21800 CACTUS AVE ##5-3	North	1	Permitted	0.16		360.52
297-233-021	21800 CACTUS AVE ##5-4	North	1	Permitted	0.16		360.52
297-233-022	21828 CACTUS AVE ##6-1	North	1	Permitted	0.14		315.46
297-233-023	21828 CACTUS AVE ##6-2	North	1	Permitted	0.18		405.60
297-233-024	21828 CACTUS AVE ##6-3	North	1	Permitted	0.13		292.92
297-233-025	21828 CACTUS AVE ##6-4	North	1	Permitted	0.13		292.92
297-233-026	21832 CACTUS AVE ##7-1	North	1	Permitted	0.16		360.52
297-233-027	21832 CACTUS AVE ##7-2	North	1	Permitted	0.09		202.80
297-233-028	21832 CACTUS AVE ##7-3	North	1	Permitted	0.14		315.46
297-233-029	21832 CACTUS AVE ##7-4	North	1	Permitted	0.13		292.92
297-233-030	21800 CACTUS AVE ##8-1	North	1	Permitted	0.15		338.00
297-233-031	21800 CACTUS AVE ##8-2	North	1	Permitted	0.23		518.26
297-233-032	21800 CACTUS AVE ##8-3	North	1	Permitted	0.19		428.12
297-233-033	21800 CACTUS AVE ##8-4	North	1	Permitted	0.16		360.52
297-233-034	21800 CACTUS AVE ##9-1	North	1	Permitted	1.07		2,411.06
297-233-035	21800 CACTUS AVE ##10-1	North	1	Permitted	1.07		2,411.06
297-240-001	14477 MERIDIAN PKWY	North	1	Permitted	0.71		1,599.86
297-240-003	14457 MERIDIAN PKWY	North	1	Permitted	0.85		1,915.32
297-240-004	14437 MERIDIAN PKWY	North	1	Permitted	0.81		1,825.20
297-240-005	14407 MERIDIAN PKWY	North	1	Permitted	0.61		1,374.52
297-240-006	14417 MERIDIAN PKWY ##6	North	1	Permitted	0.47		1,059.06
297-241-001	14467 MERIDIAN PKWY ##A	North	1	Permitted	0.26		585.86
297-241-002	14467 MERIDIAN PKWY	North	1	Permitted	0.26		585.86
297-241-004	14427 MERIDIAN PKWY ##7A	North	1	Permitted	0.26		585.86
297-241-005	14427 MERIDIAN PKWY ##7B	North	1	Permitted	0.26		585.86
297-241-006	14427 MERIDIAN PKWY ##7C	North	1	Permitted	0.26		585.86
297-241-007	14427 MERIDIAN PKWY ##7D	North	1	Permitted	0.26		585.86
297-241-008	14427 MERIDIAN PKWY ##7E	North	1	Permitted	0.26		585.86
297-241-009	14427 MERIDIAN PKWY ##7F	North	1	Permitted	0.26		585.86
297-241-010	14427 MERIDIAN PKWY ##7G	North	1	Permitted	0.26		585.86
297-241-011	14427 MERIDIAN PKWY ##7H	North	1	Permitted	0.26		585.86
297-241-012	14427 MERIDIAN PKWY ##7I	North	1	Permitted	0.26		585.86
297-241-013	14427 MERIDIAN PKWY ##7J	North	1	Permitted	0.26		585.86
297-270-001	14120 MERIDIAN PKWY ##1	North	1	Permitted	0.57		1,284.40
297-270-002	14130 MERIDIAN PKWY	North	1	Permitted	0.42		946.40
297-270-003	14100 MERIDIAN PKWY ##3	North	1	Permitted	0.51		1,149.20
297-270-004	14080 MERIDIAN PKWY	North	1	Permitted	0.74		1,667.46

Assessor's Parcel Number	Situs Address	Campus	Zone	Type	Benefit Units	Benefit Units - Zone 3	Charge
297-270-005	14060 MERIDIAN PKWY	North	1	Permitted	0.43		968.92
297-270-006	14020 MERIDIAN PKWY	North	1	Permitted	0.92		2,073.06
297-270-007	14000 MERIDIAN PKWY	North	1	Permitted	1.06		2,388.54
297-270-008	14040 MERIDIAN PKWY	North	1	Permitted	1.91		4,303.86
297-270-009	14068 MERIDIAN PKWY	North	1	Permitted	0.72		1,622.40
297-270-010	14078 MERIDIAN PKWY	North	1	Permitted	1.03		2,320.94
297-270-011	14118 MERIDIAN PKWY ##11	North	1	Permitted	0.83		1,870.26
Totals:					912.00	1.00	\$2,191,985.04

Item 8 (2)
Attachment 2

Resolution JPA #22-08

RESOLUTION JPA #22-08

A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2022-2023 FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 (LLMD NO. 1) OF THE MARCH JOINT POWERS AUTHORITY

WHEREAS, on June 8, 2022, the Commission (the "Commission") of the March Joint Powers Authority (the "Authority") adopted Resolution JPA #22-07 initiating proceedings for the levy of annual assessments for fiscal year 2022-2023 for Landscaping and Lighting Maintenance District No. 1 ("LLMD No. 1"), March Joint Powers Authority and ordered Willdan Financial Services, the Engineer for LLMD No. 1 ("Engineer"), to prepare and file a report in accordance with Section 22565 and 22622 of the California Streets and Highways Code ("Code"); and

WHEREAS, the Engineer has filed with the Secretary his report (the "Report") containing the matters specified in Section 22565 and 22574 of the Code; and

WHEREAS, the Report has been duly presented by the Secretary of the Commission for consideration and has been fully considered by the Commission, and this Commission finds that each and every part of the Report is sufficient, and that no portion of the report requires or should be modified in any respect.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the Commission of the Authority as follows:

SECTION 1. The Engineer's estimate of the itemized costs and expenses of the installation, operation, maintenance and/or servicing of public streetlights, traffic signals, street sweeping, graffiti removal, landscaping, drainage facilities, and any improvements appurtenant thereto and incidental expenses in connection therewith, contained in the Report shall be, and each of them are hereby, preliminarily approved and confirmed.

SECTION 2. The diagram showing LLMD No. 1, referred to and described in the Report, depicts the boundaries of the subdivisions of the land within said LLMD No. 1, as the same existed at the time of passage of Resolution JPA #22-07 initiating proceedings to levy and collect annual special benefit assessments, and is hereby preliminary approved and confirmed.

SECTION 3. The proposed assessments upon the subdivisions of land are in proportion to the estimated special benefits to be received by said subdivisions, respectively, from said improvement and maintenance work and the incidental expenses thereof, as contained in the Report.

SECTION 4. The Report shall stand as the Engineer's report for the purpose of all subsequent proceedings for LLMD No. 1.

ADOPTED, SIGNED AND APPROVED this 8th day of June 2022.

Jeffrey Hewitt, Chair
March Joint Powers Authority Commission

ATTEST:

I, Cindy Camargo, Clerk of the Commission of the March Joint Powers Authority, do hereby certify that the foregoing Resolution JPA #22-08 was duly and regularly adopted by the Commission of the March Joint Powers Authority at a regular meeting thereof held on 8th day of June, 2022, by the following called vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: June 8, 2022

Cindy Camargo, CAP
Clerk, March Joint Powers Authority Commission

Item 8 (2)
Attachment 3

Resolution JPA #22-09

RESOLUTION JPA #22-09

A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2022-2023 WITHIN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 (LLMD NO. 1), PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO.

WHEREAS, in accordance with the Landscape and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (the “Act”), the Commission (the “Commission”) of the March Joint Powers Authority (the “Authority”) has previously determined that the public interest, convenience and necessity requires the installation, construction, maintenance and/or servicing of public signage, street lighting, traffic signals, landscaping, graffiti removal, street sweeping, drainage facilities, and any improvements appurtenant thereto and incidental expenses in connection therewith, within the boundaries of the Authority; and

WHEREAS, the Commission initiated proceedings for the levy and collection of annual special assessments within those areas designated as Landscaping and Lighting Maintenance District No. 1 (“LLMD No. 1”) of the Authority, pursuant to the Act, for the installation, operation, maintenance and/or servicing of public street lighting, traffic signals, landscaping, street sweeping, graffiti removal, drainage facilities, and any improvements appurtenant thereto and incidental expenses in connection therewith; and

WHEREAS, as ordered by the Commission, Willdan Financial Services, the Engineer for LLMD No. 1 (“Engineer”) has filed with the Secretary of the Authority a report (the “Report”) regarding the fiscal year 2022-2023 assessments which are proposed to be levied and collected from the owners of assessable property within the LLMD No. 1 to pay the costs of the installation, operation, maintenance and servicing of signage and lighting, traffic signals, landscaping, street sweeping, graffiti removal, drainage facilities, and improvements appurtenant thereto and any incidental expenses in connection therewith; and

WHEREAS, it is necessary that the Commission adopt a resolution of intention pursuant to Section 22624 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the Report and the proposed assessments.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the Commission of the Authority as follows:

SECTION 1. Findings. The Commission of the March Joint Powers Authority finds that:

(a) The foregoing recitals are true and correct and are made findings of the Commission.

(b) The Report contains all matters required by Section 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the Commission.

(c) The assessments, which are proposed to be levied for fiscal year 2022-2023 on all parcels of assessable property that are included in LLMD No. 1 are based on special benefits conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and/or servicing of signage and lighting, traffic signals, landscaping, street sweeping, graffiti removal, drainage facilities, and appurtenant improvements thereto and incidental expenses in connection therewith.

(d) The proportionate special benefits derived by each such parcel have been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance and servicing of public street lighting, traffic signals, landscaping, street sweeping, graffiti removal, drainage facilities, and appurtenant improvements thereto and incidental expenses in connection therewith.

(e) The amount of the assessment proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefits conferred on that parcel.

SECTION 2. Intention. Pursuant to the Act, the Commission hereby declares its intention to levy and collect assessments on all lots and parcels of assessable property within the boundaries of the LLMD No. 1 for fiscal year 2022-2023 to pay the costs of the installation, operation, maintenance and servicing of signage and lighting, traffic signals, landscaping, street sweeping, graffiti removal, drainage facilities, and appurtenant facilities thereto and incidental expenses in connection therewith. Such assessments will be collected at the same time and in the same manner as county taxes are collected, and all laws providing for the collection and enforcement of county taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The improvements and maintenance which shall be provided for the property within LLMD No. 1, by and through the assessments levied annually thereon, include the following:

(a) the energy, servicing, operation and maintenance of public facilities, including, but not limited to, signage and street lights;

(b) the energy, servicing, operation and maintenance of traffic signals, safety lighting, beacons, and other electrically operated traffic control or warning devices;

(c) the maintenance, servicing and repair of the landscaping, irrigation system, electrical, water and ornamental structures and facilities located in public streets, right of way, easements and open space;

(d) the maintenance, servicing and repair of the landscaping, irrigation system, electrical, and water facilities within the drainage improvements and appurtenances that convey and retain storm drain flow within LLMD No. 1;

(e) the installation or construction of any facilities which are appurtenant to any improvements listed in (a) through (c) or which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, irrigation, and electrical facilities;

(f) the maintenance, operation and servicing of any of the foregoing, including graffiti removal;

(g) street sweeping; and

(h) any incidental expense in connection with the foregoing.

SECTION 4. Parcels Included Within LLMD No. 1. The property which is proposed be included within the proposed LLMD No. 1 and which shall comprise LLMD No. 1 is the property which is identified in that certain diagram, on file in the Office of the Secretary of the Authority, entitled “Assessment Diagram of Landscaping and Lighting Maintenance District No. 1, March Joint Powers Authority, County of Riverside, State of California, Fiscal Year 2022/2023” as included within the exterior boundary line shown upon said diagram, and further described and shown in the Report.

SECTION 5. Report and Assessments. The Report, which is on file with the Secretary of the Authority, and which has been presented to the Commission at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the improvements, the boundaries of LLMD No. 1 and the assessments which are proposed to be levied on the assessable lots and parcels of property within LLMD No. 1 for fiscal year 2022-2023.

SECTION 6. Duration of Assessment and Inflation Increases Thereon. The assessment shall be levied on all parcels of the assessable property within the LLMD No. 1, as identified in the Engineer’s Report, so long as the assessments are necessary to finance the Improvements specified in Section 3, herein. The maximum assessment amount of \$2,253.34 per Benefit Unit levied under Benefit Zone 1, North Campus, as contained in the Engineer’s Report, is increased from the previous year, but is proposed to be adjusted in accordance with previously authorized adjustments. The maximum assessment amount of \$3,444.27 per Benefit Unit under Benefit Zone 1, South Campus, as contained in the Engineer’s Report, is increased from the previous year but is proposed to be adjusted in accordance with previously authorized adjustments. The effective assessment amount of \$2,680.55 per Benefit Unit levied under Benefit Zone 1, South Campus, as contained in the Engineer’s Report is increased from the previous year, but is proposed to be adjusted in accordance with previously authorized adjustments. A zero-assessment amount will be levied under Benefit Zone 2. The maximum assessment amount of \$4,351.79 per Benefit Unit levied under Benefit Zone 3, as contained in the Engineer’s Report, is increased from the previous year but is proposed to be adjusted in accordance with previously authorized adjustments.

SECTION 7. Hearing. Notice is hereby given that on the 22nd day of June, 2022, at 3:00 p.m., in the Chambers of the Commission, in the Board Room, at 14205 Meridian Parkway, Riverside, California, is hereby fixed as the time and place for a hearing by this

Commission on the question of the levying and collection of the proposed special assessments under LLMD No. 1 for the fiscal year 2022-2023. Any interested person may file a written protest with the Secretary of the Authority prior to the conclusion of the hearing, which protest must state all grounds of objection and describe the property within LLMD No. 1 owned by him or her.

SECTION 8. Publish Notice. The Authority Secretary shall give notice of the time and place of said hearing by publishing a notice, regarding the levy of the proposed assessment, once in the Press Enterprise not less than ten (10) days before the date of the hearing.

SECTION 9. Designated Contact. The Commission does hereby designate Willdan, the Engineer for LLMD No. 1, (951) 587-3500, as the contact to answer inquiries regarding LLMD No. 1 and the levying and collection of the proposed special assessments for Fiscal Year 2022-2023.

SECTION 10. The Chairman shall sign this Resolution and the Secretary of the Authority shall attest and certify to the passage and adoption thereof.

ADOPTED, SIGNED AND APPROVED this 8th day of June 2022.

Jeffrey Hewitt, Chair
March Joint Powers Authority Commission

ATTEST:

I, Cindy Camargo, Clerk of the Commission of the March Joint Powers Authority, do hereby certify that the foregoing Resolution JPA #22-09 was duly and regularly adopted by the Commission of the March Joint Powers Authority at a regular meeting thereof held on 8th day of June 2022, by the following called vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: June 8, 2022

Cindy Camargo, CAP
Clerk, March Joint Powers Authority Commission

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (3)

Meeting Date: June 8, 2022

Action: **APPROVE A GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR THE INSTALLATION OF INFRASTRUCTURE IMPROVEMENTS FOR AN APPROVED AT&T TOWER PROJECT AT MARCH FIELD AIR MUSEUM, DIRECT STAFF TO FILE A NOTICE OF EXEMPTION PURSUANT TO CEQA, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE EASEMENT DOCUMENTS**

Motion: Move to approve a Grant of Easement to Southern California Edison for the installation of infrastructure improvements for an approved AT&T Tower project at March Field Air Museum, direct staff to file a Notice of Exemption pursuant to CEQA, and authorize the Executive Director to execute easement documents.

Background:

On September 23, 2020, the March Joint Powers Authority Commission approved Conditional Use Permit (CUP) 20-03, through Resolution #JPA 20-20, to allow for the construction and installation of an approximate 59-foot high unmanned wireless telecommunications tower at the March Field Air Museum, located at 22550 Van Buren Boulevard. The Coastal Business Group/AT&T Mobility is currently constructing the cell tower at the museum.

To facilitate the project, Southern California Edison (SCE) has requested that the March Joint Powers Authority grant an easement over an area they would use to install and manage an electrical supply system that will power the cell tower.

The granting of the easement would support the development of the AT&T Tower project at March Field Air Museum, and as such, all adopted CUP 20-03 conditions of approval shall apply throughout the installation of said infrastructure improvements. In some cases, the utilities may be installed under a right-of-entry and the Grant of Easement document will be recorded at a future date upon completion of the project and utility alignments.

California Environmental Quality Act (CEQA):

The approved CUP 20-03 project anticipated the installation of public utilities to serve the project site. As such, the following Categorical Exemptions would apply:

Preparation Date: June 2, 2022

➤ Section 15301: Existing Facilities

This section consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

The proposed Project will be integrated into an existing museum display, depicting a field communications facility, consisting of a camouflaged faux antenna tower, shed structure and vehicles. The Project will include the lease of approximately 360 square feet of the existing display area, involving no expansion to the existing museum display. The proposed Project is consistent with this exemption.

➤ Section 15303: New Construction or Conversion of Small Structures

This section consists of an exemption for the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

The proposed Project will include construction activities, consisting of minimal site grading and minor trenching for utilities, foundations for the tower structure, as well as installation of a pre-fabricated equipment cabinet on site and within the existing display shed structure. Construction of the antenna tower, installation of new equipment and minor modifications to the existing museum display area will be limited to approximately 360 square feet. The proposed Project is consistent with this exemption.

Recommendation:

Move to approve a Grant of Easement to Southern California Edison for the installation of infrastructure improvements for an approved AT&T Tower project at March Field Air Museum, direct staff to file a Notice of Exemption pursuant to CEQA, and authorize the Executive Director to execute easement documents.

Attachments: A) Grant of Easement, Southern California Edison
 B) Notice of Exemption

ATTACHMENT A

Grant of Easement, Southern California Edison

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.
**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00.		DISTRICT Menifee	SERVICE ORDER TD1804330	SERIAL NO.	MAP SIZE
SCE Company		GVM MT-7549-G4	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 294-140-013	VEGETATION & LAND MANAGEMENT	SLS/CG	4/13/22

MARCH JOINT POWERS AUTHORITY, a Joint Powers Authority established under the laws of the State of California (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the negligence or willful misconduct of Grantor, its employees, agents and contractors.

Grantee shall obtain, and shall require any consultant or contractor entering the Grantor's property on its behalf to obtain insurance of the types and in the amounts described herein and satisfactory to the Grantor during the period of construction. Grantee shall maintain occurrence version commercial general liability insurance or equivalent level of self-insurance of \$2,000,000 per occurrence. If commercial general liability insurance is obtained by Grantee or its consultants, it shall: (1) contain a general aggregate limit, (2) apply separately to this Grant of Easement or be no less than two times the occurrence limit; (3) be primary with respect to any insurance or self-insurance programs covering the Grantor, its officials, officers, employees, agents, volunteers, and consultants; (4) include the Grantor, its officials, officers, employees, agents, volunteers and consultants as additional insureds with respect to the Easement area and Grantee's construction, installation, maintenance, repair, inspection, connection or any other work that Grantee undertakes with respect to the systems; and (5) be at Grantee's sole cost and expense and shall be maintained by Grantee at all times this Grant of Easement is in effect.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

To the extent that Grantee, in the exercise of its discretion, determines that this easement is no longer needed, then upon written request, Grantee shall execute a quitclaim deed on a mutually acceptable form at no cost to Grantor.

The provisions described above shall be for the benefit of and binding upon Grantor and Grantee, their successors and assigns, officers, employees and representatives and shall survive the recordation of this Grant of Easement.

EXECUTED this ____ day of _____, 20__.

GRANTOR

MARCH JOINT POWERS AUTHORITY,
a Joint Powers Authority established under the laws of
the State of California

Signature

Print Name

Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

A.P.N. 294-140-013 AND 294-150-009

TWO STRIPS OF LAND LYING WITHIN PARCEL 11, AS SHOWN ON A RECORD OF SURVEY, FILED IN BOOK 110 OF RECORD OF SURVEYS, AT PAGES 30 THROUGH 40, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, IN THE STATE OF CALIFORNIA, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF SAID PARCEL 11, SHOWN ON SAID RECORD OF SURVEY AS HAVING A BEARING AND LENGTH OF "NORTH 19°22'53" WEST 655.98 FEET"; THENCE ALONG SAID CERTAIN COURSE, NORTH 19°22'53" WEST 439.00 FEET; THENCE NORTH 70°37'07" EAST 9.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 72°01'21" EAST 12.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 12.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 19.63 FEET; THENCE SOUTH 17°58'39" EAST 257.67 FEET; THENCE SOUTH 45°38'52" EAST 580.75 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 45°38'52" EAST 7.00 FEET; THENCE SOUTH 45°41'23" EAST 142.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

STRIP #2 (16.00 FEET WIDE)

COMMENCING AT SAID POINT "A"; THENCE NORTH 44°21'08" EAST 1.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45°38'52" EAST 10.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Prepared by me or under my supervision:

Dated: Mar. 3, 2022

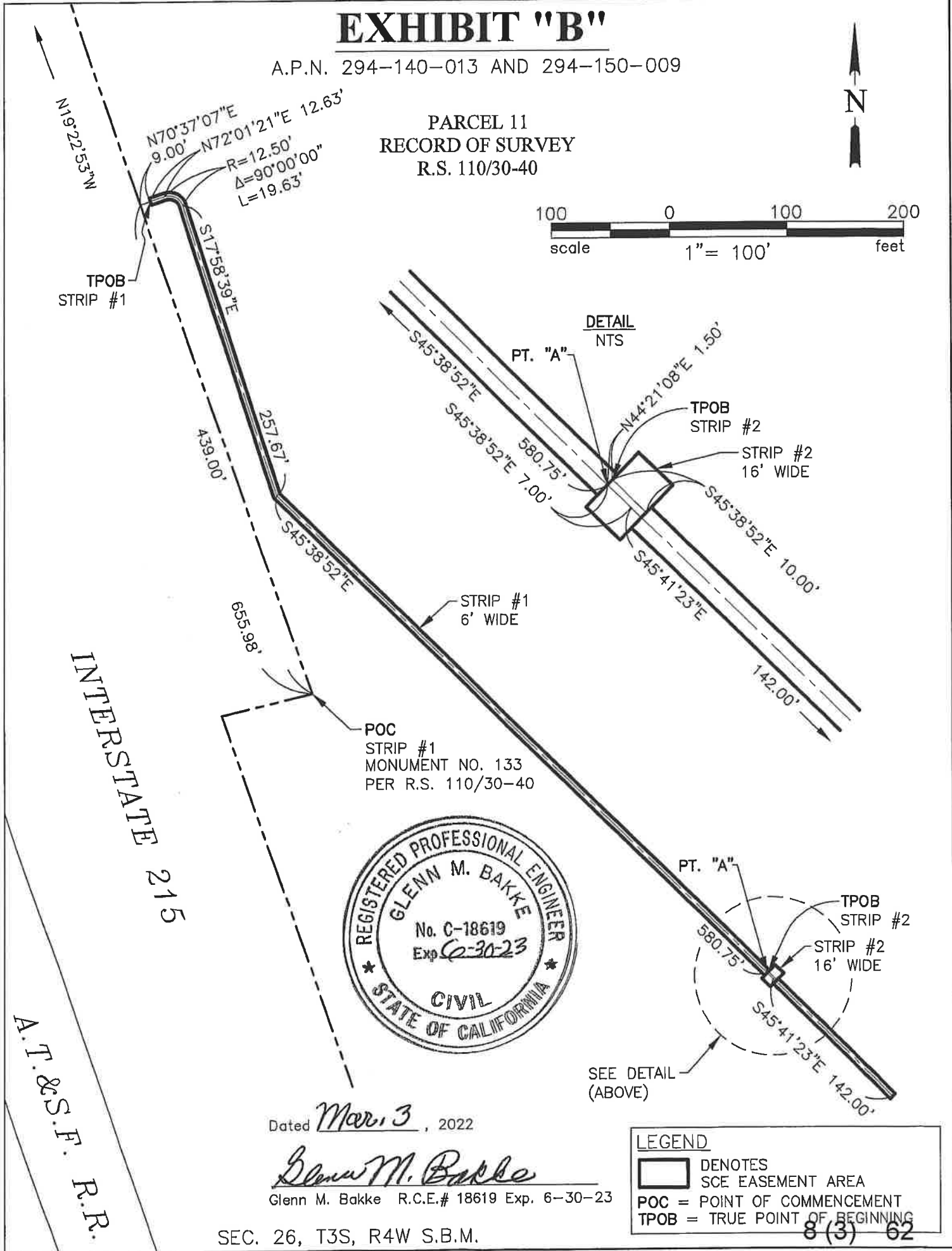
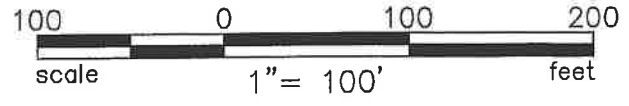
Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2023



EXHIBIT "B"

A.P.N. 294-140-013 AND 294-150-009

PARCEL 11
RECORD OF SURVEY
R.S. 110/30-40



Dated Mar 3, 2022

Glenn M. Bakke
Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-23

LEGEND

- DENOTES SCE EASEMENT AREA
- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING

SEC. 26, T3S, R4W S.B.M.

ATTACHMENT B

Notice of Exemption



MARCH JOINT POWERS AUTHORITY

14205 Meridian Parkway, Suite 140 | Riverside, CA | 92518
 (951) 656-7000 | FAX (951) 653-5558 | WEBSITE: www.marchjpa.com | E-MAIL: info@marchjpa.com

NOTICE OF EXEMPTION

TO: <input type="checkbox"/> Office of Planning and Research P. O. Box 304 Sacramento, CA 95812-3044 <input type="checkbox"/> Clerk of the Board of Supervisors Or <input checked="" type="checkbox"/> County Clerk: County of: Riverside Address: County Clerk's Office 2720 Gateway Drive Riverside, CA 92502-0751	FROM: Public Agency/Lead Agency: March Joint Powers Authority Address: 14205 Meridian Parkway Ste. 140 Riverside, CA 92518 Contact: Jeffrey M. Smith, AICP Phone: 951 656-7000
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1. Project Title:	Grant of Easement to Southern California Edison for the Installation of Infrastructure Improvements for the Implementation of the AT&T Tower at March Field Air Museum Project
2. Project Applicant:	March Joint Powers Authority
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	March Field Air Museum, located at 22550 Van Buren Boulevard, west of the March Air Reserve Base, within the boundaries of the March Joint Powers Authority, in unincorporated Riverside County, California
4. (a) Project Location – City:	NA
(b) Project Location – County:	Riverside
5. Description of nature, purpose, and beneficiaries of Project:	<p>In an effort to provide quality communication services to business and visitors to the March JPA jurisdiction and surrounding community, The Coastal Business/AT&T Mobility has constructed an unmanned wireless telecommunications tower/facility. The project included installation of a lattice tower structure, approximately 50 feet in height, with an additional 9 feet for a faux radar antenna, the overall height of the tower structure is approximately 59 feet in height. The proposed project was developed within a leased 360 square foot area, integrated into an existing field communications/array museum display, located at the southwestern corner of the March Field Air Museum</p> <p>To facilitate the project, Southern California Edison (SCE) has requested that the March Joint Powers Authority grant an easement over an area they would use to install and manage an electrical supply system that will power the cell tower. The granting of the easement would support the development of the AT&T Tower project at March Field Air Museum, and as such, all adopted CUP 20-03 conditions of approval shall apply throughout the</p>

	installation of said infrastructure improvements. In some cases, the utilities may be installed under a right-of-entry and the Grant of Easement document will be recorded at a future date upon completion of the project and utility alignments.
6. Name of Public Agency approving project:	March Joint Powers Authority
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	Southern California Edison (SCE)
8. Exempt status: (check one)	
(a) <input type="checkbox"/> Ministerial project.	
(b) <input type="checkbox"/> Not a project.	
(c) <input type="checkbox"/> Emergency Project.	
(d) <input checked="" type="checkbox"/> Categorical Exemption. State type and class number:	<p>Section 15301: Existing Facilities, Class 1: Consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.</p> <p>Section 15303, New Construction or Conversion of Small Structures, Class 3: Consists of the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.</p>
(e) <input type="checkbox"/> Declared Emergency.	
(f) <input type="checkbox"/> Statutory Exemption. State Code section number:	
(g) <input type="checkbox"/> Other. Explanation:	
9. Reason why project was exempt:	<p>The proposed Project anticipated the installation of electrical/mechanical equipment to energize the unmanned communications tower/facility, including panel antennas, remote radio units and a microwave dish, involving no expansion to the existing museum display. The proposed Project is consistent with this exemption and therefore, no further action is required under CEQA (Section 15301, Class 1) of the State CEQA Guidelines).</p> <p>In addition, the proposed Project included construction activities, consisting of minimal site grading and minor trenching for utilities, foundations for the tower structure, as well as installation of a pre-fabricated equipment cabinet on site and within the existing display shed structure. Construction of the antenna tower, installation of new equipment and minor modifications to the existing museum display area will be limited to approximately 360 square feet. The proposed Project is consistent with this exemption and therefore, no further action is required under</p>

	CEQA (Section 15303, Class 3 of the State CEQA Guidelines)
10. Lead Agency Contact Person:	Jeffrey M. Smith, AICP Principal Planner March Joint Powers Authority
Telephone:	(951) 656-7000
11.	If filed by applicant: Attach Preliminary Exemption Assessment (Form "A") before filing.
12.	Has a Notice of Exemption been filed by the public agency approving the project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13.	Was a public hearing held by the lead agency to consider the exemption? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, the date of the public hearing was: June 8, 2022

Signature: _____ **Date:** June 8, 2022 **Title:** Principal Planner
Jeffrey M. Smith

Signed by Lead Agency Signed by Applicant

Date Received for Filing: _____

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21100, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (4)

Meeting Date: June 8, 2022

Action: **APPROVE A GRANT OF EASEMENT TO WESTERN MUNICIPAL WATER DISTRICT FOR A TURNOUT FACILITY, PURSUANT TO PLOT PLAN NO. 20-02 (VETERANS INDUSTRIAL PARK 215) CONDITION OF APPROVAL NO. 202, AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE EASEMENT DOCUMENTS AND DIRECT STAFF TO FILE A NOTICE OF EXEMPTION PURSUANT TO CEQA**

Proposed Motion: Approve a grant of easement to Western Municipal Water District for a turnout facility pursuant to Plot Plan No. 20-02 (Veterans Industrial Park 215) Condition of Approval No. 202, authorize the Executive Director to execute easement documents and direct staff to file a Notice of Exemption pursuant to CEQA

Background:

On December 16, 2020, and subsequently on January 13, 2021, the March JPA Commission considered and approved Plot Plan 20-02 for the Veterans Industrial Park 215 (VIP 215) Project. The 142.5-acre Project site is located directly east of the I-215 Freeway off-ramp at Van Buren Boulevard, south of the existing March Field Air Museum, west of the March Air Reserve Base (MARB), and north of the City of Perris. The Project is fully within March JPA's airport Parcel D-2 and under the purview of the March Inland Port Airport Authority.

Specifically, the approved VIP 215 Project consisted of a General Plan Amendment, Specific Plan, Tentative Parcel Map, Development Agreements and Plot Plan that authorized the construction of a 2,022,364 square-foot industrial warehouse building on Parcel D-2. It should be noted that the project site does not presently provide access to existing runways or taxiways at MARB; however, the building is designed to allow for a future airport related use that would be subject to review and approval by the March Air Reserve Base and the Joint Powers Commission.

On May 26, 2021, the Commission approved a Consistency Analysis/Addendum to the Certified EIR, Plot Plan (PP 20-02), Amendment #1, Tentative Parcel Map 37220, for the VIP 215 Project. The approved Plot Plan Amendment included a 155,416 square foot reduction of building space (new building size, 1,866,948 square feet), a reduction of vehicle parking spaces, an increase in

Preparation Date: June 2, 2022

the number of truck trailer parking stalls, elimination of one driveway, and the addition of a pedestrian bridge.

Project approval was contingent upon Developer meeting Conditions of Approval (COA) associated with the development of the project. One such COA (COA #202) was requested by the Western Municipal Water District (WMWD). COA #202 states:

- *Owner (March JPA) and Developer (Hillwood VIP 215) shall make provision in the site plan to provide a 1-acre area for a future water turnout for Metropolitan Water District to be located at the southwest corner of the property. A fee title for the benefit of Western shall be provided prior to the approval of the plans.*

WMWD required a dedication of land for a future Perris Valley Pipeline “Water Turnout Facility” for the Metropolitan Water District of Southern California (MWD). COA #202 suggested conveyance of “fee title” property was necessary. As airport properties cannot be transferred in fee title to other entities, the Developer and WMWD executed an agreement for the conveyance of an easement over an agreed upon portion of the development property that would satisfy COA #202 requirements.

In lieu of a fee-title transfer of airport property, WMWD has agreed to a Grant of Easement for a 0.66-acre site, as illustrated on the attached Exhibit 1. WMWD may assign the rights therein granted, either in whole or in part, to the MWD. The easement is a perpetual non-exclusive easement in, over, upon, under and across the lands for the installation, operation and maintenance of a water turnout facility. The easement area is in the southeast corner of the VIP 215 Project area, east of Van Buren Boulevard /Western Way. The easement area is approximately .66 acres in size, as shown on Exhibit 1.

Equivalent Dwelling Units (EDUs)

Western Municipal Water District recognized the benefit of the easement area to their regional District’s future water infrastructure plans and in lieu of a financial agreement for the easement conveyance, the District has offered five (5) EDU credits to the Airport for future use on public airport projects.

California Environmental Quality Act (CEQA):

The implementation of the VIP 215 Project anticipated the installation of public utilities to serve the Project site. As such, Resolution #JPA 20-27, considering an Environmental Impact Report for the VIP 215 Project (adopted on December 16, 2020), adequately analyzed impacts associated with the implementation of public improvements. No subsequent environmental review is required for this Grant of Easement pursuant to State CEQA Guidelines, Section 15162.

Recommendation:

Approve a grant of easement to Western Municipal Water District for a turnout facility pursuant to Plot Plan No. 20-02 (Veterans Industrial Park 215) Condition of Approval No. 202, and authorize the Executive Director to execute easement documents

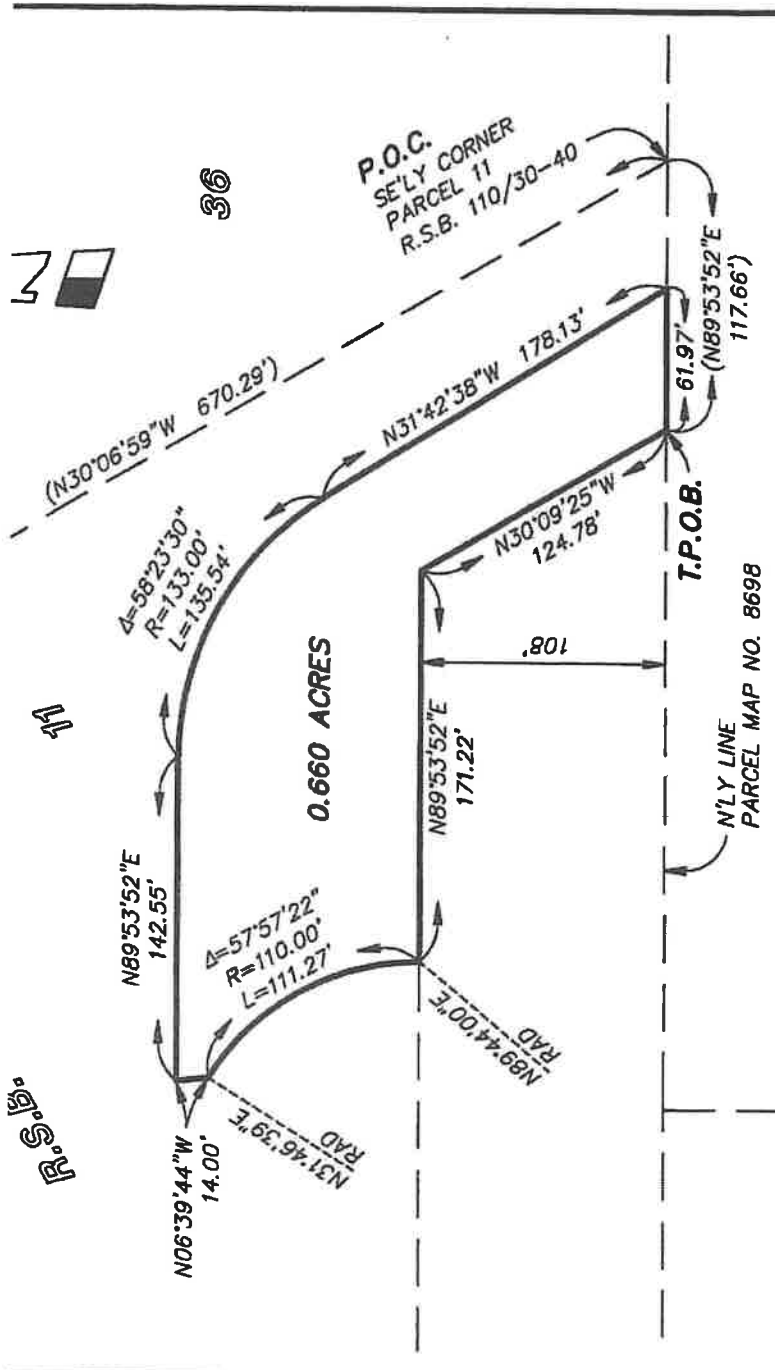
Attachments: 1) Water Outfall Easement Exhibit for WMWD

Preparation Date: June 2, 2022

- 2) WMWD Letter of Exchange of Assets
- 3) Notice for Exemption

Item 8 (4)
Attachment 1

Water Outfall Easement Exhibit
for WMWD



36

P.O.C.
SE'LY CORNER
PARCEL 11
R.S.B. 110/30-40

0.660 ACRES

T.P.O.B.

N'LY LINE
PARCEL MAP NO. 8698



P.M. NO. 8698
P.M.B. 37/90

(XXX) INDICATES RECORD DATA PER
RECORD OF SURVEY RSR 110/30-40

REVISED: 11/19/2021

Item 8 (4)
Attachment 2

WMWD Letter of Exchange of Assets



Craig D. Miller
General Manager

Mike Gardner
Division 1

Gracie Torres
Division 2

Brenda Dennstedt
Division 3

Laura Roughton
Division 4

Fauzia Rizvi
Division 5

March 16, 2022

Dr. Grace Martin
Executive Director
March Joint Powers Authority
14205 Meridian Parkway,
Riverside, CA 92518

Subject: Exchange of Assets to Resolve Development Conditions for D-2 March Joint Powers Authority Development (APNs 294-150-009, 294-170-005, 294-180-038, 294-140-13 AND 295-300-0086)

Dear Dr. Martin:

Thank you for collaborating to resolve the dedication of land for the Perris Valley Pipeline Turnout adjacent to and associated with the established conditions of development of the Veterans Industrial Park 215 Project. The dedication of land for constructing a Western Municipal Water District regional service connection to Metropolitan Water District's distribution system will allow the March Air Reserve Base (MARB) Area direct access to imported water. It will also give the customers in this area, including the Base, additional redundancy and reliability.

In recognition of the value of land identified in attached Exhibit A to be transferred to Western, you have requested that the successor public agency to the March Joint Powers Authority, the Inland Airport Authority, be set aside water supply capacity and contributed connection fees. Via this letter, upon transfer to, and acceptance by Western of said land, in satisfaction of the Veterans Industrial Park 215 Project conditions of approval, I am committing that the Inland Airport Authority, a public agency, will have up to five (5) Equivalent Dwelling Units (EDUs) of water capacity that can be credited to their account. This potential 5 EDUs can be used when obtaining future water service to a public building(s), to be constructed, within Western's 1700-foot elevation pressure zone MARB Service Area (Water Service from Western in locations East of the I-215 and adjacent to the Base). This credit will be applied one time when the water service is placed and becomes active. This credit is only for a public agency, and it cannot be transferred to a for-profit entity.

I truly appreciate the cooperation that our two agencies have dedicated to serving the people within and adjacent to the March Air Reserve Base Area and to the greater region.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig Miller".

Craig D. Miller, P.E.
General Manager

Item 8 (4)
Attachment 3

Notice of Exemption



MARCH JOINT POWERS AUTHORITY

14205 Meridian Parkway, Suite 140 | Riverside, CA | 92518
 (951) 656-7000 | Fax (951) 653-5558 | WEBSITE: www.marchjpa.com | E-MAIL: info@marchjpa.com

NOTICE OF EXEMPTION

TO: <input type="checkbox"/> Office of Planning and Research P. O. Box 304 Sacramento, CA 95812-3044 <input type="checkbox"/> Clerk of the Board of Supervisors Or <input checked="" type="checkbox"/> County Clerk: County of: Riverside Address: County Clerk's Office 2720 Gateway Drive Riverside, CA 92502-0751	FROM: Public Agency/Lead Agency: March Joint Powers Authority Address: 14205 Meridian Parkway Ste. 140 Riverside, CA 92518 Contact: Grace I. Martin, DPPD Phone: 951 656-7000
--	--

1. Project Title:	Grant of Easement to WMWD Southern California Edison for the Installation of Infrastructure Improvements for the Implementation of the AT&T Tower at March Field Air Museum Project
2. Project Applicant:	March Joint Powers Authority
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	See attached map.
4. (a) Project Location – City:	NA
(b) Project Location – County:	Riverside
5. Description of nature, purpose, and beneficiaries of Project:	WMWD required a dedication of land for a future Perris Valley Pipeline "Water Turnout Facility" for the Metropolitan Water District of Southern California (MWD). MJPA approved Plot Plan 20-02 in 2021 with COA #202 by WMWD that required a grant of easement from the property owner on a 0.66-acre site, as illustrated on the attached Exhibit 1. WMWD may assign the rights therein granted, either in whole or in part, to the MWD. The easement is a perpetual non-exclusive easement in, over, upon, under and across the lands for the installation, operation and maintenance of a water turnout facility. The easement area is in the southeast corner of the PP20-02 Project area, east of Van Buren Boulevard /Western Way.
6. Name of Public Agency approving project:	March Joint Powers Authority
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license,	Western Municipal Water District

certificate, or other entitlement of use from the Public Agency as part of the activity:	
8. Exempt status: (check one)	
(a) <input type="checkbox"/>	Ministerial project.
(b) <input type="checkbox"/>	Not a project.
(c) <input type="checkbox"/>	Emergency Project.
(d) <input checked="" type="checkbox"/>	Categorical Exemption. State type and class number:
	CCR § 15162: Pursuant to CEQA Section 15162, this action is consistent with the final EIR for the project and as such would not require any further environmental analysis. None of the circumstances outlined within Section 15162 has occurred.
(e) <input type="checkbox"/>	Declared Emergency.
(f) <input type="checkbox"/>	Statutory Exemption. State Code section number:
(g) <input type="checkbox"/>	Other. Explanation:
9. Reason why project was exempt:	The implementation of the VIP 215 Project anticipated the installation of public utilities to serve the Project site. As such, Resolution #JPA 20-27, considering an Environmental Impact Report for PP 20-02 (SCH#2016081061), adequately analyzed impacts associated with the implementation of public improvements. No subsequent environmental review is required for this Grant of Easement pursuant to State CEQA Guidelines, Section 15162.
10. Lead Agency Contact Person:	Grace I. Martin, DPPD Executive Director March Joint Powers Authority
Telephone:	(951) 656-7000
11.	If filed by applicant: Attach Preliminary Exemption Assessment (Form "A") before filing.
12.	Has a Notice of Exemption been filed by the public agency approving the project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13.	Was a public hearing held by the lead agency to consider the exemption? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, the date of the public hearing was: June 8, 2022

Signature: _____ Date: June 8, 2022 Title: Executive Director
Grace I. Martin

Signed by Lead Agency Signed by Applicant

Date Received for Filing: _____

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21100, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code

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

***MJPA – Reports, Discussions and Action Items
Agenda Item No. 8 (5)***

Meeting Date: June 8, 2022

Action: **APPROVE AN EXTENSION OF, AND AMENDMENT TO, AN AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE MARCH JOINT POWERS AUTHORITY AND THE COUNTY OF RIVERSIDE SHERIFF’S DEPARTMENT, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT DOCUMENTS**

Motion: Move to an extension of, and amendment to, an agreement for law enforcement services between the March Joint Powers Authority and the County of Riverside Sheriff’s Department and authorize the Executive Director to execute the Agreement documents.

Background:

In July 2001, the March Joint Powers Authority entered into a Law Enforcement Services Agreement with the Riverside County Sheriff’s Department to support the Authority’s resource protection responsibilities and requirements pursuant to the former Caretaker Cooperative Program. The Caretaker Cooperative Program formally ended on September 30, 2002. The JPA has continued the patrol services at the same level since that time extending the contract in May 2003, April 2007, May 2012 and July 2017.

The current agreement will expire June 30, 2022. Law enforcement services received as a result of the agreement have proved beneficial and staff recommends renewal of the agreement. Amendments to the agreement include the following:

- 1) Five-year extension to end June 30, 2027.
- 2) Updated mutual indemnification languages between agencies;
- 3) Electronic signature provision; and
- 4) Compensation rate updates as approved by the County Board of Supervisors.

Attachments:

- 1) Clean - Agreement for Law Enforcement Services Between the Joint Powers Commission of the March Joint Powers Authority and the County of Riverside
- 2) Redlined - Agreement for Law Enforcement Services Between the Joint Powers Commission of the March Joint Powers Authority and the County of Riverside

Item 8 (5)
Attachment 1

Clean –
Agreement for Law Enforcement Services
Between the Joint Powers Commission of
the March Joint Powers Authority and the
County of Riverside

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE JOINT POWERS COMMISSION OF THE MARCH
JOINT POWERS AUTHORITY AND THE COUNTY OF RIVERSIDE**

THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES (“Agreement”) is made and entered into by and between the JOINT POWERS COMMISSION, on behalf of the MARCH JOINT POWERS AUTHORITY, hereinafter "JPA," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the RIVERSIDE COUNTY SHERIFF’S DEPARTMENT, hereinafter "County”, sometimes collectively referred to as the “parties” and individually as a “party”.

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

1.1 Term. This Agreement shall be effective from July 1, 2022 through June 30, 2027.

1.2 Renewal. In the event JPA desires to terminate this Agreement at the end of any current five (5) year period, JPA, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the Sheriff’s Department and the County Board of Supervisors that it wishes to terminate the same.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 herein, either party may terminate this Agreement upon notice in writing to the other party of not less than twelve (12) months prior to the effective termination date.

2. SCOPE OF SERVICE

The County agrees, through the Sheriff’s Department, to provide police protection within the geographical limits of those land parcels within the March Air Force Base that are depicted on Exhibit A attached hereto and incorporated herein by this reference. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by said Sheriff’s Department under State statutes. Such services shall include the enforcement of State statutes and the local Codes and Ordinances as applicable and related services to the extent possible given the size of the force provided for in this Agreement. County agrees to provide all investigative support necessary to complete criminal investigations conducted hereunder.

3. LEVEL OF SERVICE

3.1 Level of Service Specified. County shall provide law enforcement services at the level specified in Exhibit B, attached hereto and incorporated herein by this reference.

3.2 Variation in Level of Service. Variation in the level of service shall be made by amendment, as provided for in Section 9 of this Agreement. If JPA requests an increase in the level

of service to be provided under this Agreement, County agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the Sheriff to hire and train recruits. Prior to the start of each fiscal year, the Sheriff shall review the level of service and make recommendations on service additions to ensure public and officer safety.

4. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

4.1 Supervision. Supervision over the rendition of law enforcement services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with County.

4.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment, communication services and supplies necessary to maintain the level of service to be rendered hereunder. Location of the labor and equipment specified in the foregoing sentence will not necessarily be within JPA limits.

5. EMPLOYMENT STATUS OF PERSONNEL

5.1 Employment Status. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to JPA for the purposes of this Agreement, and shall not be considered employees of JPA. No such County employee shall have any entitlement to workers' compensation coverage, pension, or civil service benefits from JPA.

5.2 Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to JPA, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. JPA shall be billed only for the actual hours of service received.

6. COMPENSATION

6.1 Payment Basis. JPA shall reimburse County for the cost of rendering services pursuant to this Agreement. Such cost of services shall be established and approved by the County Board of Supervisors in the form of a hourly rate for personnel services and a mileage rate, and shall include all items of cost and expense to the Sheriff's Department for providing the services hereunder. "Cost" as used herein shall not include items of expense attributable to services normally provided or available to all territory within the County as part of the County's obligation to enforce State law.

6.2 Establishment of Costs. The law enforcement cost to be charged to JPA by way of an hourly rate and a mileage rate shall be adjusted periodically to reflect any changes in the cost to County for providing services hereunder. JPA shall be notified of the change in cost to be charged JPA prior to submittal of the proposed change to the County Board of Supervisors, and JPA shall be given the opportunity to review the proposed change with County personnel. JPA shall, thereafter,

be notified of adoption by County of the costs to be charged JPA, and said new costs to JPA shall take effect on the same date as County incurs the cost. On Exhibit C the County has estimated annual costs for each year of the Agreement. In any given fiscal year, should projected year-end fees exceed the estimate after adjusted rates have been applied, County reserves the right to reduce the level of service in accordance with the amount JPA is willing to expend.

6.3 Payment of Costs. County, through the Sheriff's Department, shall provide to JPA within 30 days of the conclusion of each billing period, an itemized statement of the costs for services being charged for said period. JPA shall remit payment to the invoicing department within 30 days after receipt of such statement. If such payment is not received by the County within thirty (30) days after rendition of billing, County may satisfy such indebtedness from any funds of the JPA on deposit with the County as provided by law pursuant to Government Code Section 907.

7. INDEMNIFICATION AND HOLD HARMLESS

7.1 Indemnification by JPA. JPA shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of JPA, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. JPA shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by JPA, JPA shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes JPA's indemnification of County. JPA's obligations hereunder shall be satisfied when JPA has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe JPA's obligations to indemnify and hold harmless the County.

7.2 Indemnification by County. County shall indemnify and hold harmless the JPA, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the JPA, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives

in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of JPA. County's obligations hereunder shall be satisfied when County has provided to JPA the appropriate form of dismissal (or similar document) relieving the JPA from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the JPA.

8. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties. No waiver of any term or condition of this Agreement by either party shall be a continuing waiver thereof.

9. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County
Chad Bianco, Sheriff
Riverside County Sheriff's Department
Post Office Box 512
Riverside, California 92502

JPA
March Joint Powers Authority
Executive Director
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

or to such other addresses as from time to time may be designated by the respective parties. An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 1st Floor
Riverside, California 92501

10. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

11. STANDARD OF CARE

In performing the police services required by this Agreement, the County agrees to use that degree of care and skill ordinarily exercised under similar circumstances by law enforcement officers in performance of the duties required by this Agreement. All Sheriff's personnel who provide general and specialized law enforcement services to JPA pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

13. JURISDICTION AND VENUE

This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

14. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

15. ELECTRONIC/DIGITAL SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Joint Powers Commission of the March Joint Powers Commission by resolution duly adopted by its members, has caused this Agreement to be signed by its Executive Director and attested and sealed, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chair of said Board and sealed and attested by the Clerk of said Board, on the dates indicated below.

JOINT POWERS COMMISSION OF THE
MARCH JOINT POWERS AUTHORITY

Dated: _____

By: _____
Dr. Grace I. Martin, Executive Director

ATTEST:
Name: Cindy Camargo
Title: Executive Assistant/Clerk

By: _____

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Jeff Hewitt
Chair of the Board of Supervisors
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

APPROVED AS TO FORM:
County Counsel

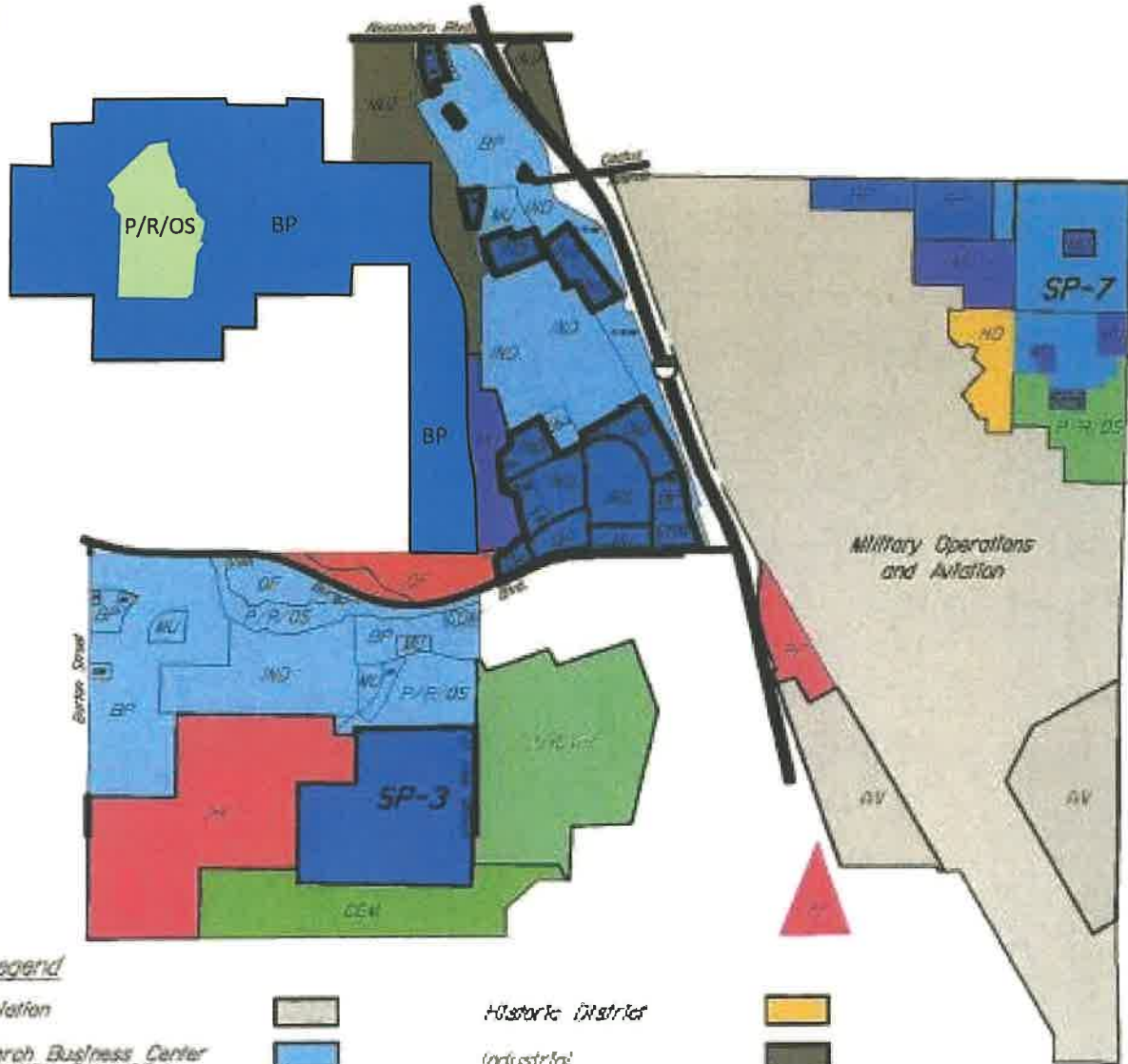
By: _____
Deputy

By: _____
Amrit P. Dhillon
Deputy County Counsel

EXHIBIT A

MAP OF AREAS TO BE PATROLLED

[Attached behind this Page]



Legend

Aviation		Historic District	
March Business Center Specific Plan SP-1		Industrial	
Meridian Specific Plan Amendment SP-5		March Air Reserve Base	
Air Force Village West Specific Plan SP-3		Mixed Use	
US Vets Specific Plan SP-6		Office	
March LifeCare Campus Specific Plan SP-7		Park/Recreation/Open Space	
Business Park		Public Facility	
Cemetery		Meridian Specific Plan Amendment, SP-5 Ord 10-2	
		*NAP=Not a Part	

GENERAL PLAN LAND USE PLAN

EXHIBIT B
MARCH JOINT POWERS AUTHORITY
LEVEL OF SERVICE

Average Patrol Services

Four (4) hours of a Deputy Sheriff per day. This will include patrols distributed evenly throughout the area to be patrolled as indicated in Exhibit A. Patrol times may vary day-to-day to promote effective tactics but will average one (1) hour per day per each of the four (4) daily shifts.

EXHIBIT C
COMPENSATION

The FY 2020-2021 rates for the provision of law enforcement services approved by the County Board of Supervisors are:

Personnel: \$141.92 per hour

Mileage: 0.87 per mile

The rates for FY2021-2022 will be approved in spring 2022. These rates are annually recalculated and submitted for approval to the Riverside County Board of Supervisors in the spring of each year. Adjusted rates are applied to all service hours provided by the Sheriff's Department from July 1 on and billed retroactively. Actual year-end expenses shall vary based on the final approved rate structure.*

FY 2022-23 \$223,500

FY 2023-24 \$235,100

FY 2024-25 \$246,000

FY 2025-26 \$258,100

FY 2026-27 \$270,800

* Note: The estimated total cost per year for FY 2022-23 through FY 2026-27 has been calculated based on an assumed increase in hourly rates of 2.5% in FY2022-23 and 5% per year thereafter.

Item 8 (5)
Attachment 2

Redlined –
Agreement for Law Enforcement Services
Between the Joint Powers Commission of
the March Joint Powers Authority and the
County of Riverside

AGREEMENT FOR LAW ENFORCEMENT ~~SERVICES~~
~~SERVICES~~BETWEEN ~~BETWEEN~~ THE JOINT POWERS COMMISSION OF THE MARCH
JOINT POWERS AUTHORITY AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into by and between the JOINT POWERS COMMISSION, on behalf of the MARCH JOINT POWERS AUTHORITY, hereinafter "JPA," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the RIVERSIDE COUNTY SHERIFF'S DEPARTMENT, hereinafter "County," sometimes collectively referred to as the "parties" and individually as a "party".

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

1.1 Term. This Agreement shall be effective from July 1, ~~2017~~2022 through June 30, ~~2022~~2027.

1.2 Renewal. In the event JPA desires to terminate this Agreement at the end of any current five (5) year period, JPA, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the ~~Sheriff's~~Sheriffs Department and the County Board of Supervisors that it wishes to terminate the same; ~~otherwise, this Agreement shall be automatically renewed for an additional five (5) year period at the level of service then currently in effect. As a matter of convenience to the parties hereto, and in order to facilitate continuity of the law enforcement services provided to JPA, the parties may mutually approve and ratify any automatic renewal of this Agreement retroactively to the effective date of such automatic renewal.~~

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 herein, either party may terminate this Agreement upon notice in writing to the other party of not less than twelve (12) months prior to the effective termination date.

2. SCOPE OF SERVICE

The County agrees, through the ~~Sheriff's~~Sheriffs Department, to provide police protection within the geographical limits of those land parcels within the March Air Force Base that are depicted on Exhibit A attached hereto and incorporated herein by this reference. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by said ~~Sheriff's~~Sheriffs Department under State statutes. Such services shall include the enforcement of State statutes and the local Codes and Ordinances as applicable and related services to the extent possible given the size of the force provided for in this Agreement. County agrees to provide all investigative support necessary to complete criminal investigations conducted hereunder.

3. LEVEL OF SERVICE

3.1 Level of Service Specified. County shall provide law enforcement services at the level

~~Original 3 of 3~~

~~AUG292017~~

specified in Exhibit B₂ attached hereto and incorporated herein by this reference.

3.2 Variation in Level of Service. Variation in the level of service shall be made by amendment, as provided for in Section 9 of this Agreement. If JPA requests an increase in the level

of service to be provided under this Agreement, County agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the Sheriff to hire and train recruits. Prior to the start of each fiscal year, the Sheriff shall review the level of service and make recommendations on service additions to ensure public and officer safety.

4. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

4.1 Supervision. Supervision over the rendition of law enforcement services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with County.

4.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment, communication services and supplies necessary to maintain the level of service to be rendered hereunder. Location of the labor and equipment specified in the foregoing sentence will not necessarily be within JPA limits.

5. EMPLOYMENT STATUS OF PERSONNEL

5.1 Employment Status. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to JPA for the purposes of this Agreement, and shall not be considered employees of JPA. No such County employee shall have any entitlement to workers' compensation coverage, pension, or civil service benefits from JPA.

5.2 Labor Shortage. In the event of a work slow-down, strike, or any other form of job

action by those individuals assigned to JPA, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. JPA shall be billed only for the actual hours of service received.

6. COMPENSATION

6.1 Payment Basis. JPA shall reimburse County for the cost of rendering services pursuant to this Agreement. Such cost of services shall be established and approved by the County Board of Supervisors in the form of a hourly rate for personnel services and a mileage rate, and shall include all items of cost and expense to the ~~Sheriffs~~Sheriffs Department for providing the services hereunder. "Cost" as used herein shall not include items of expense attributable to services normally provided or available to all territory within the County as part of the County's obligation to enforce State law.

6.2 Establishment of Costs. The law enforcement cost to be charged to JPA by way of an hourly rate and a mileage rate shall be adjusted periodically to reflect any changes in the cost to County for providing services hereunder. JPA shall be notified of the change in cost to be charged JPA prior to submittal of the proposed change to the County Board of Supervisors, and JPA shall be given the opportunity to review the proposed change with County personnel. JPA shall, thereafter,

be notified of adoption by County of the costs to be charged JPA, and said new costs to ~~WA~~JPA shall take effect on the same date as County incurs the cost. On Exhibit C the County has estimated annual costs for each year of the Agreement. In any given fiscal year, should projected year-end fees exceed the estimate after adjusted rates have been applied, County reserves the right to reduce the level of service in accordance with the amount JPA is willing to expend.

6.3 Payment of Costs. County, through the Sheriffs Department, shall provide to JPA within 30 days of the conclusion of each billing period, an itemized statement of the costs for services being charged for said period. JPA shall remit payment to the invoicing department within 30 days after receipt of such statement. If such payment is not received by the County within thirty (30) days after rendition of billing, County may satisfy such indebtedness from any funds of the JPA on deposit with the County as provided by law pursuant to Government Code Section 907.

7. INDEMNIFICATION AND HOLD HARMLESS

7.1 Indemnification by JPAWA. JPA shall indemnify and hold harmless the County ~~of Riverside,~~ and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, ~~agents, representatives, employees and elected officials free and harmless from any and all claims~~ selected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of JPA, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement and, including but not limited to property damage, bodily injury, or death. JPA shall defend, at its sole cost and expense, including but not limited to attorney fees and costs, cost of investigation, defense and settlements or awards, the County of Riverside, and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, ~~agents, representatives~~ selected and appointed officials, employees, agents and elected officials representatives in any legal such action or claim ~~of any kind based upon this Agreement.~~ With respect to any action or claim subject to indemnification herein by JPA, JPA shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes JPA's indemnification of County. JPA's obligations hereunder shall be satisfied when JPA has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe JPA's obligations to indemnify and hold harmless the County.

7.2 Indemnification by County. County shall indemnify and hold harmless the JPA, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, ~~agents, representatives and employees free and harmless from any and all claims~~ selected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement and the, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees and costs, cost of investigation, defense and settlements or awards, the JPA, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, ~~agents,~~ selected and appointed officials, employees, agents and representatives ~~and employees in any legal action or claim of any kind based upon this Agreement. In the event either County or JPA accept liability for any~~

claim arising from this Agreement, the accepting party will manage the claim and the indemnified party will cooperate in all aspects of resolution of the claim.

~~7.3 Disputes Regarding indemnification Obligation. If County and JPA cannot agree as to which party is liable for a particular claim, or, cannot agree as to the relative liability of each party, both parties agree to submit to arbitration as specified in Section 8.~~

~~8. ARBITRATION~~

~~Any dispute involving Section 7 of this Agreement, shall be settled and finally determined by arbitration in accordance with the rules of Commercial Arbitration of the American Arbitration~~

~~Association in Riverside, or any successor entity, if applicable. All fees and expenses of the arbitrator or arbitrators and all other expenses of the arbitration shall be allocated by the arbitrator or arbitrators in accordance with the provisions hereof. This Section 8 shall be limited to disputes involving Section 7 of this Agreement and shall not apply to any controversy, claim, or dispute arising out of other Sections of this Agreement.~~

in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of JPA. County's obligations hereunder shall be satisfied when County has provided to JPA the appropriate form of dismissal (or similar document) relieving the JPA from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the JPA.

98. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties. No waiver of any term or condition of this Agreement by either party shall be a continuing waiver thereof.

109. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County
~~Stan L. Sniff~~Chad Bianco, Sheriff
Riverside County ~~Sheriffs~~Sheriffs Department
Post Office Box 512
Box 7480
Riverside, California 92502
CA 92552

JPA
March Joint Powers Authority
Executive Director
~~14205 Meridian Parkway, Ste. 140P. O.~~
~~Riverside, California 92518~~Moreno Valley,

or to such other addresses as from time to time may be designated by the respective parties.

An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 1st Floor
Riverside, California 92501

1110. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

1211. STANDARD OF CARE

In performing the police services required by this Agreement, the County agrees to use that degree of care and skill ordinarily exercised under similar circumstances by law enforcement officers in performance of the duties required by this Agreement. All Sheriffs personnel who provide general and specialized law enforcement services to [CityJPA](#) pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

13. JURISDICTION AND VENUE

This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

14. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

15. ELECTRONIC/DIGITAL SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Joint Powers Commission of the March Joint Powers Commission by resolution duly adopted by its members, has caused this ~~agreement~~ Agreement to be signed by its Executive Director and attested and sealed, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the ~~Chairman~~ Chair of said Board and sealed and attested by the Clerk of said Board, on the dates indicated below.

JOINT POWERS COMMISSION OF THE
MARCH JOINT POWERS AUTHORITY
x
Dated: 16/7
By: 1/14/3; zaz, 42/1
Dr. D'nielle Wheeler, Executive Director

(Deleted)
Name Caray Allen
Title Adm. Asst. / Pe. / 4 meritor

By: [Signature]

Dated: AUG 28 2017

COUNTY OF RIVERSIDE
By: [Signature]
John Cavaglione, Chair
Riverside County, Supervisors

ATTEST:

Kee'a Harper-Ihem

By: [Signature]
Deputy

FOR APPROVED COUNTY CLERK
BY: [Signature] Ty Coulter
NEAL R. KIPNIS

JOINT POWERS COMMISSION OF THE
MARCH JOINT POWERS AUTHORITY

Dated: _____ By: _____
Dr. Grace I. Martin, Executive Director

ATTEST:

Name:

Title:

By: _____

COUNTY OF RIVERSIDE

Date

By: _____

Jeff Hewitt
Chair of the Board of Supervisors
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper

APPROVED AS TO FORM:
County Counsel

By: _____ By: _____
Deputy Amrit P. Dhillon
Deputy County Counsel

EXHIBIT A

MAP OF AREAS TO BE PATROLLED

[Attached behind this Page]

EXHIBIT B

MARCH JOINT POWERS AUTHORITY

LEVEL OF SERVICE

Average Patrol Services

Four (4) hours of a Deputy Sheriff per day. This will include patrols distributed evenly throughout the area to be patrolled as indicated in Exhibit A. Patrol times may vary day-to-day to promote effective tactics, but will average one (1) hour per day per each of the four (4) ~~hour per day, spread out over three (3)~~ daily shifts.

EXHIBIT C
COMPENSATION

The FY ~~2016-2017~~2020-2021 rates for the provision of law enforcement services ~~pending approval~~approved by the County Board of Supervisors are:

Personnel: \$~~120.46~~141.92 per hour

Mileage: ~~0.98~~0.87 per mile

The rates for FY2021-2022 will be approved in spring 2022. These rates are annually recalculated and submitted for approval to the Riverside County Board of Supervisors in ~~April or May~~the spring of each year. Adjusted rates are applied to all service hours provided by the ~~Sheriffs~~Sheriffs Department from July ~~1 on~~and billed retroactively. Actual year-end expenses shall vary based on the final approved rate structure. *

FY	
2017-18 <u>2022-2</u>	\$ 202,500
<u>3</u>	<u>223,500</u>

FY	
2018-19 <u>2023-2</u>	\$ 214,300
<u>4</u>	<u>235,100</u>

FY	
2019-20 <u>2024-2</u>	\$ 227,400
<u>5</u>	<u>246,000</u>

FY	
2020-21 <u>2025-2</u>	\$ 240,200
<u>6</u>	<u>258,100</u>

FY	
2021-22 <u>2026-2</u>	\$ 254,300
<u>7</u>	<u>270,800</u>

* Note: The maximum estimated total cost per year for FY ~~2017-18~~2022-23 through FY ~~2021-22~~2026-27 has been calculated based on an assumed increase in hourly rates of ~~10~~2.5% in ~~FY2017-18~~FY2022-23 and 6% per year thereafter.

Summary report:	
Litera Compare for Word 11.1.0.69 Document comparison done on 5/19/2022 10:24:41 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Riverside County Sheriff Patrol Agreement 2017-2022.pdf	
Modified filename: Agreement for Law Enforcement Services Between the Joint Powers Commission of the March Joint Powers Authority and the County of Riverside - Sheriff 07-01-22 to 06-30-27 .pdf	
Changes:	
Add	102
Delete	109
Move From	0
Move To	0
Table Insert	1
Table Delete	1
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	214

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

***MJPA – Reports, Discussions and Action Items
Agenda Item No. 9 (1)***

Meeting Date: June 8, 2022

Report: **RECEIVE AND FILE MARCH ARB 452ND MISSION
SUPPORT GROUP BY INTERIM COMMANDER
HAMILTON UNDERWOOD III**

Motion: Receive and file March ARB 452nd Mission Support Group by Interim
Commander Hamilton Underwood III

Background:

The 452d Mission Support Group (MSG) has a dual mission to operate the facilities and support functions of March ARB as well as train reservists, or “Reserve Citizen Airmen”, to deploy and practice their trades in various places around the world supporting military operations. On a daily basis, 400+ staff within the MSG provide contracting, civil engineering, base and flightline security, firefighting, IT/Cyber support, air and ground logistics, human resources, public health, explosive ordnance disposal, emergency management, and information management programs supporting over 5,000 Reserve, Guard, Civilian, and Contractor personnel. In addition to the daily mission of installation management, the MSG provides regular training more than 3,000 personnel in wartime mission tasks supporting the Air Force Reserve Command and Air Mobility Command.

Attachment: Interim Commander Hamilton Underwood III Bio



BIOGRAPHY

UNITED STATES AIR FORCE

LIUETENANT COLONEL HAMILTON B. UNDERWOOD

Lt Col Hamilton B. Underwood is the Deputy Commander, 452d Mission Support Group, March Air Reserve Base, California. He directs more than 1,400 Citizen Airmen in seven squadrons and three functional areas who provide peacetime and wartime mission readiness support for the Air Force Reserve Command and Air Mobility Command. The 452d Mission Support Group provides security, communications, logistics, personnel management and information management programs for 3,400 Reserve and civilian personnel.

Lt Col Underwood is a 1993 graduate of the University of California receiving his commission through the Academy of Military Science. Prior to his commission, Lt Col Underwood served over 12 year as an Aerial Port Specialist that served in three different Aerial Port Squadrons.

After receiving his commission in 2001, Lt Col Underwood has held numerous positions in the 1st, 3rd and 4th Combat Camera Squadrons. Lt. Col. Underwood has been previously assigned to the Secretary of the Air Force Public Affairs, Pentagon. Prior to his assignment at the Pentagon, he was the Commander of the 4th Combat Camera Squadron, Joint Base Charleston, South Carolina, where he concurrently served for six months as the Director of the Air Force Entertainment Liaison Office.

He was previously assigned to the 3rd Combat Camera Squadron, Joint Base San Antonio-Lackland, while performing duty as the Program Integration Officer, Joint Base Charleston. It was here that he led the re-activation the 4th Combat Camera Squadron in a classic unit association construct with 1st Combat Camera Squadron. Lt. Col. Underwood was the Commander of the 4th Combat Camera Squadron, one year prior to the squadron's July 2015 inactivation at March Air Reserve Base, California. He was first assigned to the unit in March of 2001 serving in a number of positions before taking command.

Lt Col Underwood has significant joint service experience and has participated in several operations and exercises as well as deployments in direct support of Operations ENDURING FREEDOM, and IRAQI FREEDOM.

EDUCATION

- 1993 Bachelor of Arts English, University of California, Los Angeles, Calif.
- 1998 Master of Fine Arts Film, University of California, Los Angeles, Calif.
- 2010 Master of Urban and Regional Planning, California Polytechnic Institute, Pomona, Calif.
- 2010 Squadron Officer School, Maxwell Air Force Base (AFB), Ala., by correspondence
- 2011 Joint Intermediate Public Affairs Officer Course, Ft. Meade, Md.
- 2011 Leadership Today and Tomorrow, Washington D.C.
- 2014 Air Command and Staff College, Maxwell AFB, Ala., by correspondence
- 2019 Joint Senior Public Affairs Course, Ft. Meade, Md.
- 2019 Reserve Component National Security Course, Washington D.C.
- 2021 Air War College, Maxwell AFB, Ala., by correspondence

ASSIGNMENTS

1. March - July 1987, Trainee, 62d Aerial Port Squadron (APS), McChord Air Force Base (AFB), Wash.
2. July 1987 - September 1989, Aerial Port Specialist, 36 APS, McChord AFB, Wash.
3. September 1989 - April 1994, Aerial Port Specialist, 61 APS, Norton AFB, Calif.



4. April 1994 - January 2001, Aerial Port Specialist, 56 APS, March Air Reserve Base (ARB), Calif. (With duties to March Field Total Force Honor Guard)
5. January - March 2001, Officer Candidate, Academy of Military Science, McGhee-Tyson Air National Guard Base, Tenn.
6. March 2001 - February 2010, Officer in Charge, Current Operations, 4th Combat Camera Squadron (CTCS), March ARB, Calif (With duties to Special Operations Command Europe J-4, Patch Barracks, GE; European Command J-4, Patch Barracks GE; Space and Missile Systems Center, Los Angeles AFB, Calif.) (Deployed November 2005 - March 2006, Officer in Charge, Joint Imagery Management Team, Multi-National Corps, Camp Victory, Iraq) (Deployed April 2007 - October 2008), Officer in Charge, Joint Combat Camera Team, Multi-National Corps, Camp Victory, Iraq)
7. February 2010 - July 2014, Still Photo Flight Commander, 4th CTCS, March ARB, Calif. (With duties as 452 Mission Support Group (MSG) Executive Officer and Resource Advisor.)
8. July 2014 - July 2015, Commander, 4th CTCS, March ARB, Calif.
9. July 2015 - Oct 2016, Individual Mobilization Augmentee, 3rd Combat Camera Squadron, Joint Base San Antonio, Texas. (With duties as Director, Public Affairs, Space and Missile System Center, Los Angeles AFB, Calif, and Program Integration Officer, 1st CTCS, Joint Base Charleston, S.C.)
10. Oct 2016 - Sept 2018, Commander, 4th CTCS, Los Angeles AFB, Calif. (With six months of duty as Director Air Force Entertainment Liaison Office)
11. Sept 2018 - November 2020, Public Affairs Officer, Secretary of the Air Force, Public Affairs, Pentagon, Washington D.C.
12. November 2020 - Present, Deputy Commander, 452d MSG, March ARB, Calif.

MAJOR AWARDS AND DECORATIONS

- Defense Meritorious Service Medal
- Air Force Meritorious Service Medal with three oak leaf clusters
- Army Commendation Medal
- Joint Achievement Medal with two oak leaf clusters
- Air Force Commendation Medal with one oak leaf cluster
- Air Force Achievement Medal with four oak leaf clusters

EFFECTIVE DATES OF PROMOTION

- Second Lieutenant March 3, 2001
- First Lieutenant March 22, 2003
- Captain March 28, 2004
- Major Oct 27, 2010
- Lieutenant Colonel Oct 1, 2017

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

***MJPA – Reports, Discussions and Action Items
Agenda Item No. 9 (2)***

Meeting Date: June 8, 2022

Report: **RECEIVE AND FILE MERIDIAN BUSINESS PARK –
SOUTH CAMPUS DEVELOPMENT REPORT BY
DEVELOPMENT GROUP, MERIDIAN PARK LLC**

Motion: Receive and file a Meridian Business Park – South Campus Development Report by Development Group, Meridian Park LLC

Background:

The Meridian Business Park South Campus Specific Plan area is comprised of 563.3 acres and located south of Van Buren Boulevard, west of Village West Drive, and east of Barton Street, in unincorporated Riverside County, California. Interstate 215 (I-215) is located approximately 2.5 miles east of the specific plan area. The South Campus Specific Plan area is subject to the March Business Center Specific Plan (SP-1, Amendment No. 8) and the South Campus Specific Plan and Village West Drive Extension Subsequent Environmental Impact Report (“SEIR”), which was certified by the March Joint Powers Commission in January 2021 (SCH# 2020059028).

The development group, Meridian Park LLC, for the South Campus project area will provide an overall status of developments within the project area. They will also be providing an update of the Village West Drive Extension project.

Attachment: None

**MARCH JOINT POWERS COMMISSION
MARCH INLAND PORT AIRPORT AUTHORITY**

***MIPAA Operations - Consent Calendar
Agenda Item No. 10 (1)***

Meeting Date: June 8, 2022

Action: **RE-AUTHORIZE REMOTE TELECONFERENCE
MEETINGS OF THE LEGISLATIVE BODY OF
MARCH INLAND PORT AIRPORT AUTHORITY**

Motion: Move to Re-Authorize Remote Teleconference meetings of the Legislative Body of March Inland Port Airport Authority.

Background:

Since March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus. Among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually.

Pursuant to the Governor's executive orders, the Commission has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, staff and officials. The Governor's executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021. On October 1, 2021, AB 361 went into effect. AB 361 allows legislative bodies to meet virtually under relaxed rules provided there is a state of emergency, and either: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

In order to take advantage of the relaxed teleconferencing rules, the Commission must make these findings within 30 days of teleconferencing for the first time and again every 30 days thereafter.

Attachment: None

MARCH JOINT POWERS COMMISSION
MARCH JOINT POWERS UTILITIES AUTHORITY

MJPUA - Consent Calendar
Agenda Item No. 11 (1)

Meeting Date: June 8, 2022

Action: **RE-AUTHORIZE REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODY OF MARCH JOINT POWERS UTILITIES AUTHORITY**

Motion: Move to Re-Authorize Remote Teleconference meetings of the Legislative Body of March Joint Powers Utilities Authority.

Background:

Since March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus. Among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually.

Pursuant to the Governor's executive orders, the Commission has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, staff and officials. The Governor's executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021. On October 1, 2021, AB 361 went into effect. AB 361 allows legislative bodies to meet virtually under relaxed rules provided there is a state of emergency, and either: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

In order to take advantage of the relaxed teleconferencing rules, the Commission must make these findings within 30 days of teleconferencing for the first time and again every 30 days thereafter.

Attachment: None