



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 NOON ON WEDNESDAY, AUGUST 10, 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 NOON 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 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, August 10, 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)

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This Notice was posted on 08/04/22 at the following locations:

Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518

On August 4, 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
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March Joint Powers Commission
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City of Moreno Valley • City of Riverside • City of Perris

August 10, 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
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August 10, 2022 - 3:00 PM

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

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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 June 22, 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 16)
- 2) Action: Approve Brightview Landscape Professional Services Agreement, Amendment No. 1, and authorize the Executive Director to execute the Agreement (Page 17)
- 3) Action: Approve a Professional Services Agreement with Qisheng Pan, PhD to update a 2016 Economic Impact Analysis for March Joint Powers Authority, and authorize the Executive Director to execute the Agreement (Page 18)
- 4) Action: Approve Final Map 37220, approximately 142.5 acres, creating one (1) buildable lot for development, located east of the Interstate 215 freeway, south of the existing March Field Air Museum, west of the existing runways and facilities of the March Air Reserve Base (MARB), and north of the jurisdictional boundary of the City of Perris, approve a Subdivision Improvement Agreement pursuant to Section 66462 of the Subdivision Map Act, and direct staff to file a Notice of Exemption pursuant to local CEQA Guidelines (Page 48)
- 5) Action: Approve the Metropolitan Water District's offer to purchase easement property interests, and approve temporary construction easements and permanent access, pipeline and tunnel easements to the MWD for the completion of the Perris Valley pipeline project, and approve a sublease agreement between March Field Museum Foundation and the Metropolitan Water District for construction staging and equipment storage, and direct staff to file a Notice of Exemption pursuant to March JPA's local CEQA Guidelines (Page 104)
- 6) Action: Retain Rogers, Anderson, Malody & Scott for the annual audit (Page 211)
- 7) Action: Authorize approval of interim expenditures prior to adoption of the budget for Fiscal Year 2022-23 and authorize the Executive Director to continue March Joint Powers Authority operations consistent with expenditures and commitments approved in the Fiscal Year 2021-22 Adopted Budget (Page 223)
- 8) Action: Move to approve a Professional Services Agreement with MV Cheng & Associates for finance management services, and authorize the Executive Director to execute the Agreement (Page 227)
- 9) Action: Adopt Resolution #JPA 22-12 adopting an amended Conflict of Interest Code/Appendix for the March Joint Powers Authority (Page 246)
- 10) Action: Approve a Professional Services Agreement with Alpine Air Conditioning and Heating and Design Air, Inc. for emergency on-call HVAC services for the Green Acres Housing area, and authorize the Executive Director to execute the Agreements (Page 263)

- 11) Action: Approve addition of Meridian Parkway sidewalk and landscape rehabilitation (Van Buren Boulevard to Alessandro Boulevard) project to CIP, and authorize the Executive Director to advertise for construction bid (Page 278)

9. Reports, Discussions and Action Items – MJPA & MIPAA

- 1) Report: Receive and file March ARB, update by Commander, 163rd Operations Group, Colonel Jeffrey Shaw (Page 280)
Dr. Grace Martin, Executive Director
- 2) Report: Technical Advisory Committee Meeting (Page 284)
Tisa Rodriguez, TAC Chair
- 3) Report: Consider recommended FY 2022/23 and FY 2023/24 budgets for the March Joint Powers Authority and March Inland Port Airport Authority, and direct staff to place budget resolutions for adoption on a future Commission agenda. (Page 285)
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 328)
- 2) Action: Retain Rogers, Anderson, Malody & Scott for the annual audit (Page 329)

11. Consent Calendar

MJPUA – Operations

- 1) Action: Re-Authorize Remote Teleconference meetings of the Legislative Body of March Joint Powers Utilities Authority (Page 341)
- 2) Action: Retain Rogers, Anderson, Malody & Scott for the annual audit (Page 342)

12. Reports, Discussions and Action Items – MJPUA

- 1) Report: Consider recommended FY 2022/23 and FY 2023/24 budgets for the March JPUA, and direct staff to place a budget resolution for adoption on a future Commission agenda. (Page 354)
Dr. Grace Martin, Executive Director

13. Commission Members Oral Reports/Announcements

14. Staff Oral Reports/Announcements

15. Calendaring of Future Agenda Items

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

16. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: Meridian Business Park DDA Amendment
Meridian Business Park-Upper Plateau
March Air Reserve Base, CA 92518
Agency Negotiator: Dr. Grace Martin, Executive Director

Negotiating Parties: Meridian Park LLC
Under Negotiation: DDA Amendment Terms

17. Adjournment

Meeting Schedule

March Joint Powers Commission Meeting	August 24, 2022 – 3:00 p.m.
March Joint Powers Commission Meeting	September 14, 2022 – 3:00 p.m.
March Joint Powers Commission Meeting	September 28, 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: August 4 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

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MARCH JOINT POWERS COMMISSION
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MARCH JOINT POWERS UTILITIES AUTHORITY
City of Moreno Valley • City of Riverside • City of Perris

June 22, 2022 at 3:00 P.M.

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

REGULAR MEETING MINUTES

- 1. Call to Order**
Chair Hewitt called the meeting to order at 3:00 p.m.
Due to technical difficulties a brief recess was taken from 3:02 p.m. to 3:08 p.m. to correct the issue.
- 2. Roll Call**
Present: Delgado, Perry, Jeffries (via Zoom), Vargas, Rogers (via Zoom), Conder, Hewitt
Absent: Gutierrez
- 3. Invocation**
Pastor Diane Gardner provided the invocation.
- 4. Pledge of Allegiance**
Member Rogers led the group in the pledge.
- 5. Matters Subsequent to Posting Agenda**
Approval of Agenda Additions or Corrections, as Necessary.
None.
- 6. Approval of Minutes of the JPC Meeting held on June 8, 2022**

Motion to approve the JPC Meeting Minutes for the meeting held on June 8, 2022.

Motion: Perry

Second: Delgado

Ayes: Delgado (2 votes), Perry, Jeffries (via Zoom), 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.

Orangethrest residents Jerry Shearer, Jennifer Larratt-Smith, Michael McCarthy, Sandi Cabrera and Christine Heinemann, spoke in opposition of the proposed West Campus Upper Plateau warehouse project.

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 May 2022 Disbursements
- 5) Action: Adopt Resolution #JPA 22-11, a Resolution of the March Joint Powers Authority adjusting the salary compensation for all Authority employees, except the Finance Director and Executive Director positions, by implementing a cost-of-living adjustment (COLA) and approving an amended salary schedule.
- 6) Action: Approve a Professional Services Agreement with CJ Lake, LLC to continue federal lobbyist services and authorize the Executive Director to execute the agreement

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

Motion: Vargas

Second: Delgado

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

Noes: None

Absent: Gutierrez

Abstain: None

9. **Public Hearing – MJPA**

- 1) Adopt Resolution #JPA 22-10, a Resolution of the Commission of the March Joint Powers Authority Ordering the Continued Operation of Landscaping and Lighting Maintenance

District No. 1, March Joint Powers Authority, Confirming the Diagram and Assessment, and Ordering the Levy and Collection of Assessments for Fiscal Year 2022/2023
Dan Fairbanks, Planning Director introduced this item.

Chair Hewitt opened the public hearing at 3:55 p.m. for public comment. Hearing none, Chair Hewitt closed the public comments of the public hearing at 3:56 p.m.

Motion to approve Public Hearing – MJPA, Item 9 (1).

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

10. Reports, Discussions and Action Items – MJPA

- 1) Report: Receive and File a California Army National Guard Youth ChalleNGe Program Report by Brig General Peter Cross and his CA ARNG team.
Dr. Grace Martin, Executive Director introduced this item.

Chair Hewitt asked Brigadier General Peter Cross if he had made a connection with the Riverside County Office of Education regarding working with Moreno Valley. BG Cross stated he has not, however his Deputy, Colonel Koop, has been in contact with the office.

Vice Chair Conder asked how the Sunburst Foundation has been set up. BG Cross stated the Foundation provides resources and some flexibility of spending to enhance the individual program. Cadet First Sergeant Akio Shimojyo gave an overview of the Sunburst Program and his experience as a candidate in the program.

Member Delgado stated that he attended Cadet First Sergeant Akio Shimojyo's graduation, his speech was articulate and his level of discipline was obvious. Member Delgado added that the Cadet's statement about being undisciplined coming into the program is a testament of how well the program works.

Vice Chair Conder stated that he attended the Los Alamitos Youth ChalleNGe graduation as well and complimented the Cadet on his fantastic speech and congratulated him on the awards he received that day. Vice Chair Conder stated his story is an inspiration to others.

Member Rogers commended the Cadet for sharing his testimony with the Commissioners. She added that he has been an inspiration to the other Cadets and is extremely happy he turned his life around and found his purpose.

Dr. Martin stated Cadet First Sergeant Akio Shimojyo is an Inland Empire resident and resides in Lake Elsinore.

Chair Hewitt stated this Cadet has some excellent role models.

- 2) **Report: Receive and File March LifeCare Campus Development Update**
Dr. Grace Martin, Executive Director introduced this item.

Dan Niemann of March LifeCare provided an overview for their project. Mr. Niemann introduced Dr. Ravi Berry, CEO of the Riverside Medical Clinic who spoke of the academic clinic and its staff and procedures.

Chair Hewitt asked how many beds will be in the long-term acute care facility. Mr. Niemann stated there will be 380. It is an accumulation of departments.

Irwin Partners Architects spoke about the design of a continuum of care institutional community in Zone 4 of the Specific Plan area.

Dr. Martin asked that the development group focus their presentation on providing an update on their DDA performance and not discuss projects that have not yet been submitted to staff for review. Dr. Martin recommended that any project discussion be deferred to another meeting when it is more appropriate.

Member Delgado asked Mr. Niemann how many years they've been working on this project. Mr. Niemann answered since 2012. Member Delgado asked, out of the 16,000 permanent jobs projected in their presentation, how many are currently filled. Mr. Niemann answered no permanent jobs have been created, although there have been infrastructure jobs. Member Delgado asked if August/September was when the roads will be completed. Mr. Niemann answered that he is fairly confident they will have it completed by late August.

- 3) **Report: Receive and File Washington DC Legislative Trip Update by Lynn Jacquez of CJ Lake.**

Dr. Grace Martin, Executive Director introduced this item.

Vice Chair Conder thanked Ms. Jacquez and Kevin Forgett from CJ Lake for their work in DC. He also thanked the March Joint Powers Executive Director, Dr. Grace Martin, and Deputy Director, Rodney McCraine, for all they did in coordinating everything.

Member Delgado thanked staff for an amazing job.

Chair Hewitt stated that even if they accomplish 10% of what they set out to he'd be happy. He added that he was very impressed with how organized everything was. He thanked everyone for their efforts.

11. **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 May 2022 Disbursements

Motion to approve Consent Calendar MIPAA – Operations, Items 11 (1-3).

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

12. Consent Calendar

MJPUA – Operations

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

Motion to approve Consent Calendar MJPUA – Operations, Items 12 (1-2).

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

13. Commission Members Oral Reports/Announcements

Vice Chair Conder invited everyone to the Concert for Heroes event at the cemetery on Sunday, July 3rd, 7:30 p.m.- 9:30 p.m.

14. Staff Oral Reports/Announcements

None.

15. Calendaring of Future Agenda Items

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

None.

5:09 p.m. Member Delgado excused himself to leave for another meeting.

16. Adjournment

The meeting adjourned at 5:11 p.m.

Meeting Schedule

March Joint Powers Commission Meeting	July 2022 – DARK
March Joint Powers Commission Meeting	August 10, 2022 at 3:00 p.m.
March Joint Powers Commission Meeting	August 24, 2022 at 3:00 p.m.

Phone: (951) 656-7000 FAX: (951) 653-5558

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: August 10, 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: August 10, 2022

Action: **APPROVE BRIGHTVIEW LANDSCAPE PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 1, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Proposed Motion: Move to approve BrightView Landscape Professional Services Agreement, Amendment No. 1 and authorize the Executive Director to execute the Agreement.

Background:

On February 12, 2020, the Commission approved a Professional Services Agreement with BrightView for landscape services within the JPA's Meridian Business Park Landscape, Lighting and Maintenance District 1 that allowed for four one-year extension options. Subsequent Addendums to BrightView's Scope of Work were executed on February 15th, and then again on May 14th of 2021 to add LLMD maintenance areas to BrightView's contract as Meridian Business Park expanded. On March 24, 2021, the first one-year extension option was approved by the Commission and executed by the Executive Director. During COVID, a number of service needs arose within the LLMD and as such, a full amendment to the full Professional Services Agreement was necessary. To ensure that we are addressing increasing maintenance needs within the LLMD given the buildout of Meridian Business Park South Campus, this year's contract extension with BrightView includes the following amendments.

1. Removal of MIPAA references from the contract
2. Removal of all non-LLMD properties or assets from the contract
3. Addition of Controller Area Tables
4. Addition of Irrigation Controller Areas Map
5. Clarifications of General Conditions
6. Addition of Monthly Maintenance Schedules

All other provisions within the original contract, and subsequent scope of work addendums shall remain in full force and effect. Two optional one-year extensions are made a part of this contract.

Attachment: 1) None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: August 10, 2022

Action: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH QISHENG PAN, PH.D. TO UPDATE A 2016 ECONOMIC IMPACT ANALYSIS FOR THE MARCH JOINT POWERS AUTHORITY, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Proposed Motion: Move to approve a Professional Services Agreement with Qisheng Pan, PhD to update a 2016 Economic Impact Analysis for the March Joint Powers Authority and authorize the Executive Director to execute the Agreement.

Background

In December of 2016, Dr. Qisheng Pan completed an Economic Impact Analysis (EIA) for the March Joint Powers Authority. The study utilized the well-known California Planning Model (SCPM) to trace all regional economic impacts using high level as well as localized scenarios. Assumptions included the buildout of the March LifeCare Campus and Meridian Business Park in 2030, while keeping the Upper Plateau area as-is (no development).

Today, the buildout of Meridian Business Park South Campus is wrapping up ahead of the 2030 timeline within the EIA, and Meridian Park LLC is pursuing plans for the development of the Upper Plateau area as early as 2024. Given the current status of developments within the March JPA Planning area, it is necessary to update the 2016 economic impact analysis to more accurately reflect the agency's economic impact to the region using 2022 project estimates. An updated EIA would also help guide ongoing discussions regarding the sunseting of the March JPA.

Staff recommends the approval of a Professional Services Agreement with Qisheng Pan to update the March JPA's 2016 Economic Impact Analysis.

Attachment: Professional Services Agreement

Attachment 1

**MARCH JOINT POWERS AUTHORITY
PROFESSIONAL SERVICES AGREEMENT WITH
QUISHENG PAN, PHD**

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of August, 2022, by and between the March Joint Powers Authority, a joint powers authority, organized under the laws of the State of California, with its principal place of business at 14205 Meridian Parkway, Suite #140, Riverside, County of Riverside, State of California ("Authority") and Quisheng Pan, a sole proprietor of State of Texas, with its principal place of business at 3209 Princess Bay Court, Pearland, Texas 77584 ("Consultant"). Authority and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing services to public clients, is licensed in the State of California, and is familiar with the plans of Authority.

2.2 Project.

Authority desires to engage Consultant to render such professional services for Economic Impact Assessment Updates ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 10, 2022 to December 31, 2022, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. Authority retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of Authority and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit A attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Authority.

3.2.4 Substitution of Key Personnel. Consultant has represented to Authority that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Authority. In the event that Authority and Consultant cannot agree as to the substitution of key personnel, Authority shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Qisheng Pan.

3.2.5 Authority's Representative. The Authority hereby designates Executive Director, Dr. Grace Martin, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The Executive Director shall be authorized to act on Authority's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Executive Director, Authority's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Consultant, Qisheng Pan, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibit A attached hereto, or which may be separately agreed upon in writing by the Authority and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Authority's Minority

Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify Authority against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Authority that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Authority to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Authority to add the following provisions to the insurance policies:

(A) Commercial General Liability (1) Additional Insured: The Authority, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the Authority, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Authority, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Authority and shall protect the Authority, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the Authority, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Authority for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Authority evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligation on the Authority nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(C) The Authority may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the Authority nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

(F) Consultant shall report to the Authority, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Authority, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the Authority, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the Authority.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local,

state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Authority's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the Authority, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Authority may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. The total compensation shall not exceed Thirty Eight Thousand dollars and no cents (\$38,000) without written approval of the Commission or Executive Director as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to Authority a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. Authority shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the Authority disputes any of Consultant's fees, the Authority shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Authority, or included in Exhibit A of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, Authority may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Authority.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3)

years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Authority may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Authority, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Dr. Qisheng Pan
3209 Princess Bay Court
Pearland, TX 77584
ATTN: Qisheng Pan, Consultant

Authority: March Joint Powers Authority
14205 Meridian Parkway, Suite #140
Riverside, CA 92518
ATTN: Dr. Grace Martin, Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data

magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of Authority, and shall not be used in whole or in substantial part by Consultant on other projects without the Authority's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Authority reproducible copies of all Documents & Data, in a form and amount required by Authority. Authority reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Authority at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Authority upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Authority any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Authority upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Authority and provide Authority with the opportunity to obtain the documents.

3.5.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the Authority.

3.5.3.3 Right to Use. Authority shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at Authority's sole risk. If Authority uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Authority upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.3.4 Indemnification. Consultant shall defend, indemnify and hold the Authority, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

3.5.3.6 Confidential Information. The Authority shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Authority's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Authority shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give Authority written notice of Consultant's objection to the Authority's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Authority shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with Authority's choice of legal counsel), and hold Authority harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Authority release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Indemnification.

3.5.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants, or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees, and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the Authority. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

3.5.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is

defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 Authority's Right to Employ Other Consultants. Authority reserves right to employ other consultants in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of Services hereunder.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Authority include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the Authority's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.20 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO
PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE MARCH JOINT POWERS AUTHORITY
AND QISHENG PAN, PHD**

MARCH JOINT POWERS AUTHORITY

QISHENG PAN, PHD.

By: _____
Grace I. Martin, DPPA
Executive Director

By: _____
Qisheng Pan
Consultant

Attest:

Authority Clerk

Approved as to Form:

Thomas A. Rice
Best Best & Krieger LLP
General Counsel

EXHIBIT "A"
SCOPE OF SERVICES

The Updated Economic Impact Analysis for the March Joint Powers Authority

Proposed by Qisheng Pan, Ph.D.

Nov. 16, 2020

1. Introduction

March Air Reserve Base, previously known as March Air Force Base (AFB) is located in Riverside County, California between the cities of Riverside and Moreno Valley. The March AFB ended its 78-year active military duty by April 1 1996. After then, the base became March Air Reserve Base (ARB) under the Air Force Reserve Command (AFRC) and the land was managed by the March Joint Powers Authority (JPA), a commission that represents the county and the base's adjoining cities, including the cities of Perris, Moreno Valley and Riverside. According to the 2018 American Community Survey (ACS) 5-year estimates, March ARB had a population of 1,150, 492 households, 755 housing units, 272 workers, \$77,857 median income, and 4,400 acres of land. The March JPA has explored some possible redevelopment for the AFB, such as a joint civil-military public use airport.

Based on the 2016 Economic Impact Analysis (EIA) completed for the March JPA, this project aims to update the 2016 study using the most recent data in two phases: at the current status and the full built-out status. We can also estimate the impact of any proposed redevelopment project with additional information and budget.

2. Methodology for Economic Impact Analysis

This project utilizes the well-known Southern California Planning Model (SCPM) to trace all the regional economic impacts at a high level of sectoral and spatial disaggregation. The model was developed for the five-county Los Angeles metropolitan region, and has the unique capability to allocate all impacts, in terms of jobs or the dollar value of output, to sub-regional zones, mainly individual municipalities. This is the result of an integrated modeling approach that incorporates two fundamental components: input-output and spatial allocation. The approach allows the representation of estimated spatial and sectoral impacts corresponding to any vector of changes in final demand. Exogenous shocks treated as changes in final demand are fed through an input-output model to generate sectoral impacts that are then introduced into the spatial allocation model. The first model component is built upon the well known IMPLAN input-output model¹ which has a high degree of sectoral disaggregation (440 in IMPLAN 3.0 or a newer IMPLAN Pro V3.1). The second basic model component is used for allocating sectoral impacts across the 308 geographic zones in Southern California. (Pan et al. 2009).

3. Data Analysis and Results

The data processing for the EIA of March Joint Powers Authority (JPA) was preprocessed step by step.

¹ Made available by <http://www.implan.com/>

3.1. The first step is to obtain the economic activities by industry in current March AFB (Figure 1). They will be identified with spatial locations (similar to Table 1).

3.2. IMPLAN input-output analysis with multiple sub-steps as follows,

1) Construct a new model

A new model is constructed for the five county Southern California Association of Government (SCAG) region using the most recent IMPLAN data (see Figure 2).

2) Set up activities

Create a new activity for Economic Impact Analysis (EIA).

3) Create events

Create events for the EIA activity using the Labor Costs and Material Costs for Product Installation in Table 2 (Figure 3).

4) Analyze scenarios

Create a scenario with the EIA activities and analyze the scenario. IMPLAN reports the results of impact analysis, including direct, indirect, and induced effects (see Figure 4).

The next step is to allocate sectoral impacts across the geographic zones in Southern California. The key of this basic model component is to adapt a Garin-Lowry style model for spatially allocating the induced impacts generated by the input-output model. The modeling results can be summarized by County or city (similar to Table 1). Detailed modeling results can be recorded in tables or spreadsheets. The location of the impacts in dollar value and job is shown in Figure 5 and 6.

4. Timeline and Budget

Timeline

When the data for the EIA of March Joint Powers Authority (JPA) is ready, this project is expected to be completed in 3 months.

Budget

IMPLAN Data for California \$7,000

Compensation for Prof. Qisheng Pan \$26,000

Compensation for Prof. Peter Gordon \$5,000

Total: \$38,000

Short Bio of Key Personnel

Qisheng Pan Dr. Qisheng Pan is Director at CTEDD. Dr. Pan is a Professor in the Department of Public Affairs and Planning, UTA. He has been a full Professor in the Department of Urban Planning and Environmental Policy (UPEP) at Texas Southern University (TSU) since 2011. He is also the director of the DOT Tier 1 University Transportation Centers program at TSU, which is a collaborative effort with UT-Austin, UPenn, and LSU to examine the cooperative mobility for competitive megaregions. He served as the UPEP department chair in 2008-2016. Dr. Pan received a Ph.D. in Urban Planning and a Master's degree in Computer Science, both from the University of Southern California (USC). He also held a Master's degree in Cartography and Remote Sensing and a BS in Geology from Peking University. His research focuses on multiple aspects of urban planning, including transportation planning, economic impact analysis, urban and regional planning models, and the applications of GIS in urban planning. He received research grants from Texas Department of Transportation (TXDOT), the Natural Resources Imagery Grant from ESRI, and Ewing Marion Kauffman Foundation, etc. Prof. Pan has also consulted in research projects funded by National Science Foundation, Department of Homeland Security, Department of Transportation, California Cut Flower Commission, Renovate America, and RAND Corporation, etc.

Peter Gordon is Professor Emeritus at the University of Southern California's Price School of Public Policy, where he taught and conducted research for 43 years until his retirement at the end of 2013. Gordon's research interests are in applied urban economics. Gordon and his colleagues developed various economic impact models which they applied to the study of the effects of infrastructure investments or disruptions from natural events or terrorist attacks. In addition, he continues to be interested in urban structure and how it relates to economic growth along with the associated policy implications. Peter Gordon has published in most of the major urban planning, urban transportation and regional science journals. He is a Fellow of the Regional Science Association International. He has consulted for local, state and federal agencies, the World Bank, the United Nations and many private groups. Gordon received the Ph.D. from the University of Pennsylvania in 1971.

Reference

Pan, Q., H. W. Richardson, P. Gordon, and J. Moore (2009) "The Economic Impacts of a Terrorist Attack on the Downtown Los Angeles Financial District," *Spatial Economic Analysis, Vol. 4, No. 2, 213-239.*

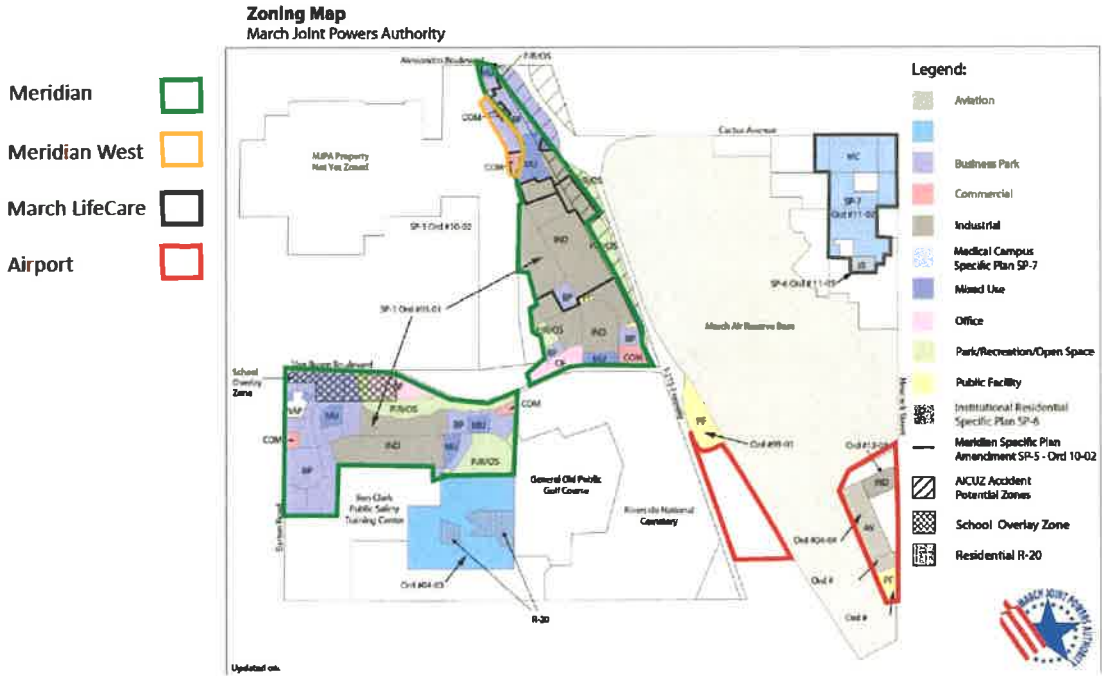


Figure 1. Zoning Map of March JPA.

Table 1. Economic Activities by industry by TAZ in current March JPA

March Joint Powers Authority (JPA) Development Status						
Business	Location	Square Footage	TAZ	FTE	NAICS	IMPLAN 3.0
DSM Masonry	Clifford	107,000	2,932	25	327121-3	154
Smith Floors	Clifford		2,932	55	444	323
California Comfort & Carter Mills	Clifford		2,932	8	8113	417
Crossfit	Clifford		2,932	21	71394	407
Stevco	Clifford		2,932	5	453	330
Rite-A-Way	Clifford		2,932	150	54191, 54193, 54199	325, 329, 380
MTGL, Inc.	Clifford		2,932	5	54161, 5613*	374
Cosco Fire Protection	Clifford		2,932	4	53221-2, 53229, 5323	389
MDP Magnum Diesel Parts	Clifford		2,932	10	441	320
AMES	Clifford		2,932	21	23*	37
SSD Alarm	Clifford		2,932	5	54191, 54193, 54199	387
E29 Baseball	Clifford		2,932	3	71394	407
TRP Crown Sports	Clifford		2,932	5	71394	407
Modfab Group	Clifford		2,932	3	454	331
Iverson Lab (IDL)	Clifford		2,932	10	339116	309
P/P Uniforms	Falcon		247,000	2,932	5	448
Natures Own (Flower Foods)	Falcon	2,932		20	31199	69
Pacific Flexible Solution	Falcon	2,932		5	334516	254
Entermedia	Falcon	2,932		4	518	352
H & H Grading, Inc.	Falcon	2,932		6	23*	35, 37, 38, 39, 40
Rocksolid Granite	Falcon	2,932		7	444	323
Ray & Associates, Inc.	Falcon	2,932		10	337211, 337212, 337214	300, 301
Newspaper Distribution	Falcon	2,932		20	493	340
Fastenal	Falcon	2,932		6	493	340
CTE Geotechnical	Falcon	2,932		20	54161, 5613*	374
Stanley Security	Falcon	2,932	36	5612	385	

Emerson Ecologics	Falcon		2,932	48	54161, 5613*	374
Riverside Sheriff Association	Horizon		2,932	12	5611	384
Wood, Smith, Henning & Berman	Horizon	105,800	2,932	25	5411	367
Horizon (other total 106,000 S/F)	Horizon		2,932	16	493	340
US Global Direct	DRMO	81,000	2,932	25	493	340
Safco Products	Majestic I	190,000	2,932	13	493	340
IGPS	Majestic I	225,000	2,932	20	493	340
Russell Sigler	Majestic II	105,000	2,932	40	493	340
Berry Direct	Majestic III	125,000	2,932	20	493	340
Spectrum Premium	Majestic III	85,000	2,932	50	493	340
Western Municipal Water District	Global Corp. Park	55,000	2,932	140	5611	384
Kaiser	Global Corp. Park	55,000	2,932	85	6211-3	394
McLane Foodservice	McLane	309,987	2,932	352	445, 31141, 31199,	324, 53, 69
JBS	JBS	110,000	2,932	230	445, 31141, 31199,	324, 53, 69
Kia Distribution Warehouse	Kia	404,000	2,932	40	493	340
Avanquest USA	Kia "B"	85,000	2,932	60	493	340
Sysco	Sysco	480,000	2,932	450	445, 31141, 31199,	324, 53, 69
Meridian Distribution Center	Vacant	600,000	2,932	8	493	340
University of California	Intellicenter Riverside	159,000	2,932	150	6114-7	393
Pyrospectaculars	WSA	107,000	2,932	5	493	340
Foothill Baptist Church	NE Corner	21,810	2,933	6	8131	423
United States Veterans Initiative	NE Corner	42,785	2,933	20	6242-3	401
Ross Dress for Less	Airport	187,000	2,933	10	493	340
DDI (former Philips Bldg)	Airport	225,000	2,933	29	493	340
Aviation Terminal	0	5,000	2,933	8	481	332
AMRO Fabricating Corp.	Airport	100,332	2,933	46	336411, 336413	284, 286
Altavida			2,932	319	6216, 6242-3	395, 401
Panattoni 486 K		486,000	2,932	200	493	340
TOTAL		5,480,018	-	2,896	-	-

Source: Author preparation using the data obtained from the March Joint Powers Authority.

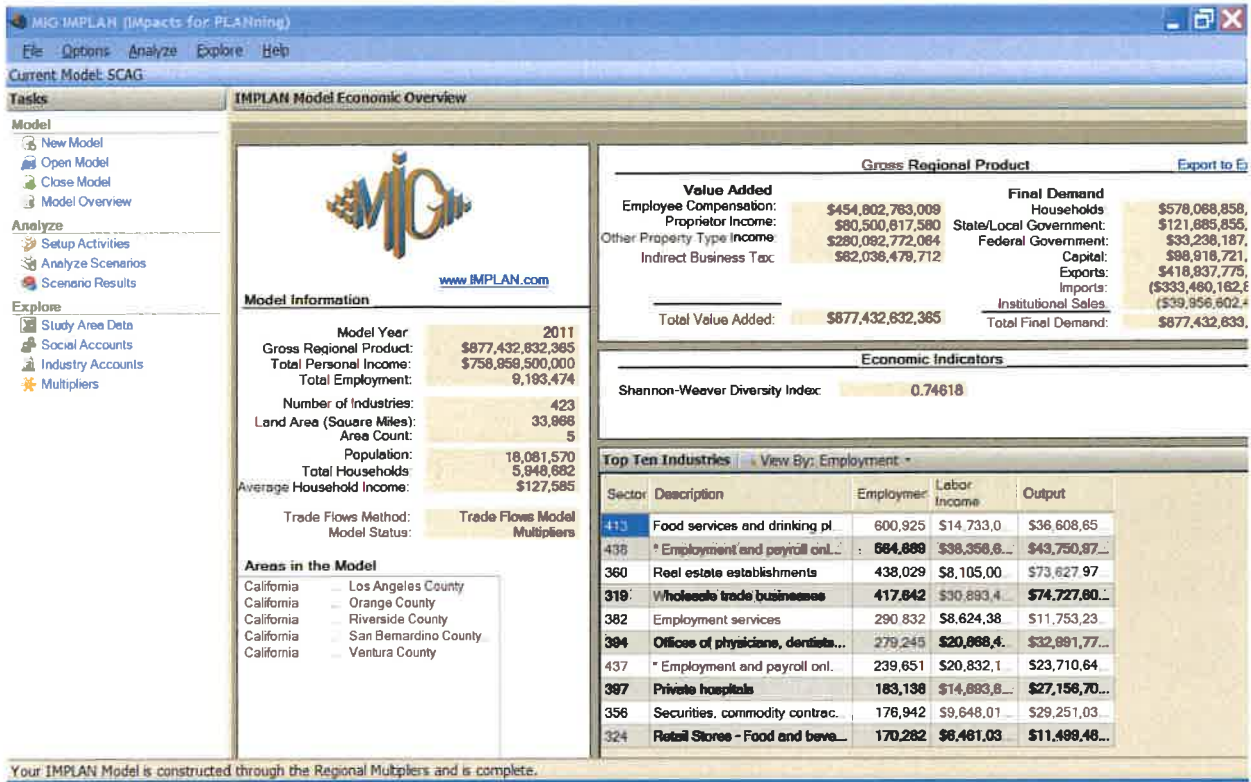


Figure 2. Construct a new model for the Five County Los Angeles Region

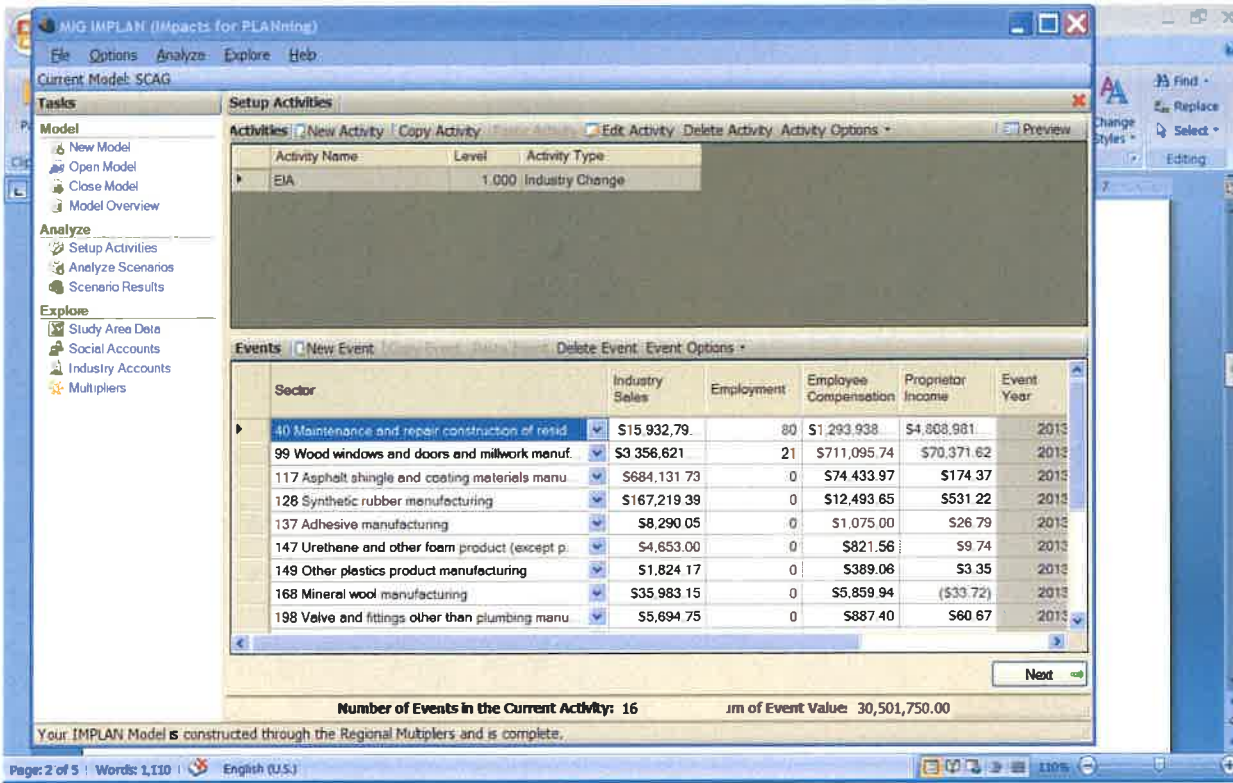


Figure 3. Set up the activity and create events

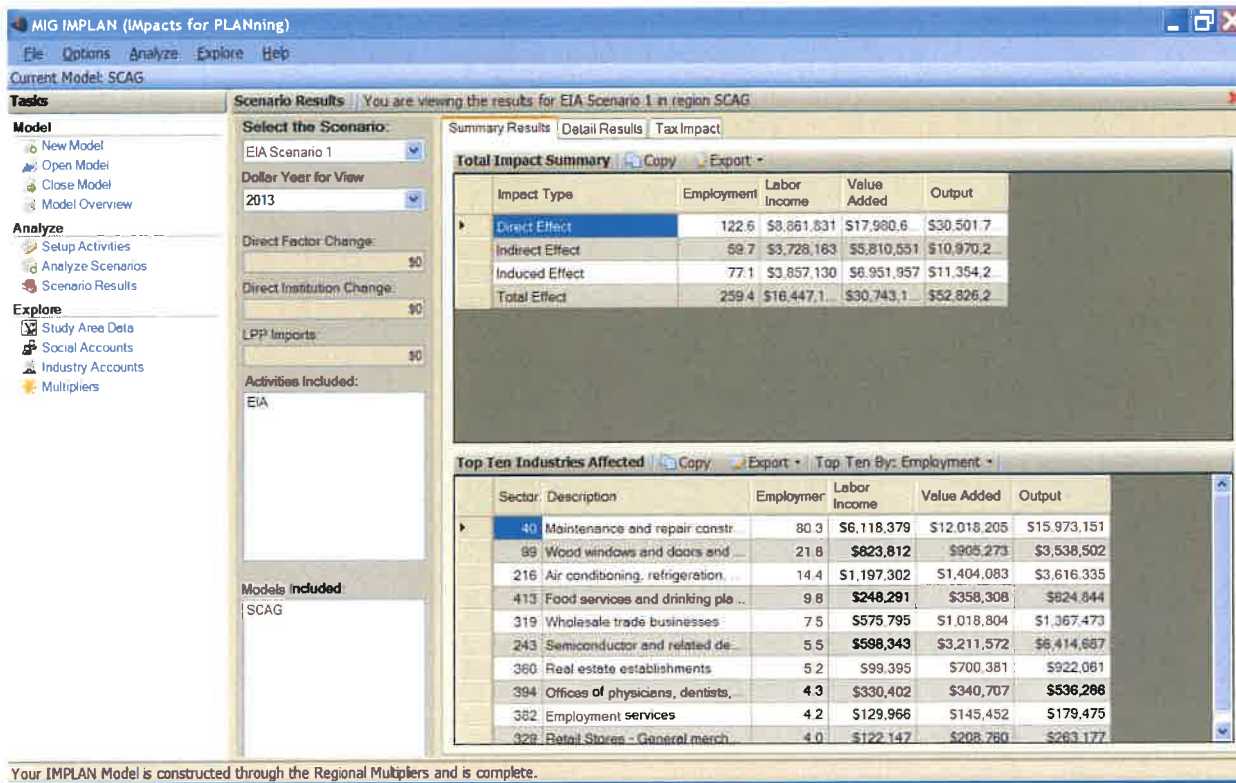


Figure 4. The results of IMPLAN impact analysis

Table i. The economic impacts of the current development and the full built-out in March JPA.

	Current Development										Full Built-out									
	Output (\$1,000s)					Jobs					Output (\$1,000s)					Jobs				
	Direct	Indirect	Induced	Total		Direct	Indirect	Induced	Total		Direct	Indirect	Induced	Total		Direct	Indirect	Induced	Total	
March JPA West	324,443	157	21	324,622	2,338	2,338	1	0	2,339	2,059,779	1,405	197	2,061,381	13,471	11	1	13,48			
March JPA East	13,482	16	17	13,516	79	79	0	0	79	893,335	147	159	893,641	9,235	1	1	9,23			
City of Moreno Valley	1,072	349	800	2,221	7	7	2	5	15	37,622	3,127	7,249	47,998	375	19	49	44			
City of Perris	326	219	283	829	2	2	1	2	5	3,812	1,895	2,644	8,350	32	10	17	5			
City of Riverside	2,774	2,742	3,429	8,946	20	20	16	23	59	17,614	24,100	31,861	73,575	115	142	211	46			
Unincorporated Riverside	252,816	2,298	1,657	256,772	1,822	1,822	12	11	1,845	1,605,043	19,313	15,345	1,639,702	10,497	108	101	10,70			
County of Los Angeles	0	95,611	97,625	193,237	0	0	516	613	1,129	0	854,684	908,054	1,762,737	0	4,747	5,701	10,44			
County of Orange	0	34,171	35,143	69,314	0	0	193	221	414	0	307,735	326,647	634,382	0	1,776	2,058	3,83			
County of Ventura	0	8,839	7,956	16,795	0	0	46	49	96	0	77,450	74,130	151,580	0	417	457	87			
County of Riverside	337,926	12,044	13,892	363,861	2,416	2,416	66	93	2,575	2,953,114	103,982	128,606	3,185,702	22,706	592	861	24,15			
County of San Bernardino	0	12,862	14,399	27,261	0	0	73	96	168	0	110,096	133,208	243,304	0	639	887	1,52			
Sum of Five Counties	337,926	163,527	169,016	670,469	2,416	2,416	894	1,072	4,383	2,953,114	1,453,946	1,570,645	5,977,705	22,706	8,170	9,964	40,84			
Regional Leakages	146,340	89,984	55,621	291,946	480	480	434	353	1,266	1,661,613	964,219	622,914	3,248,746	6,004	4,730	3,951	14,68			
Total	484,266	253,511	224,637	962,414	2,896	2,896	1,328	1,425	5,649	4,614,727	2,418,165	2,193,559	9,226,450	28,710	12,901	13,915	55,52			

(3)

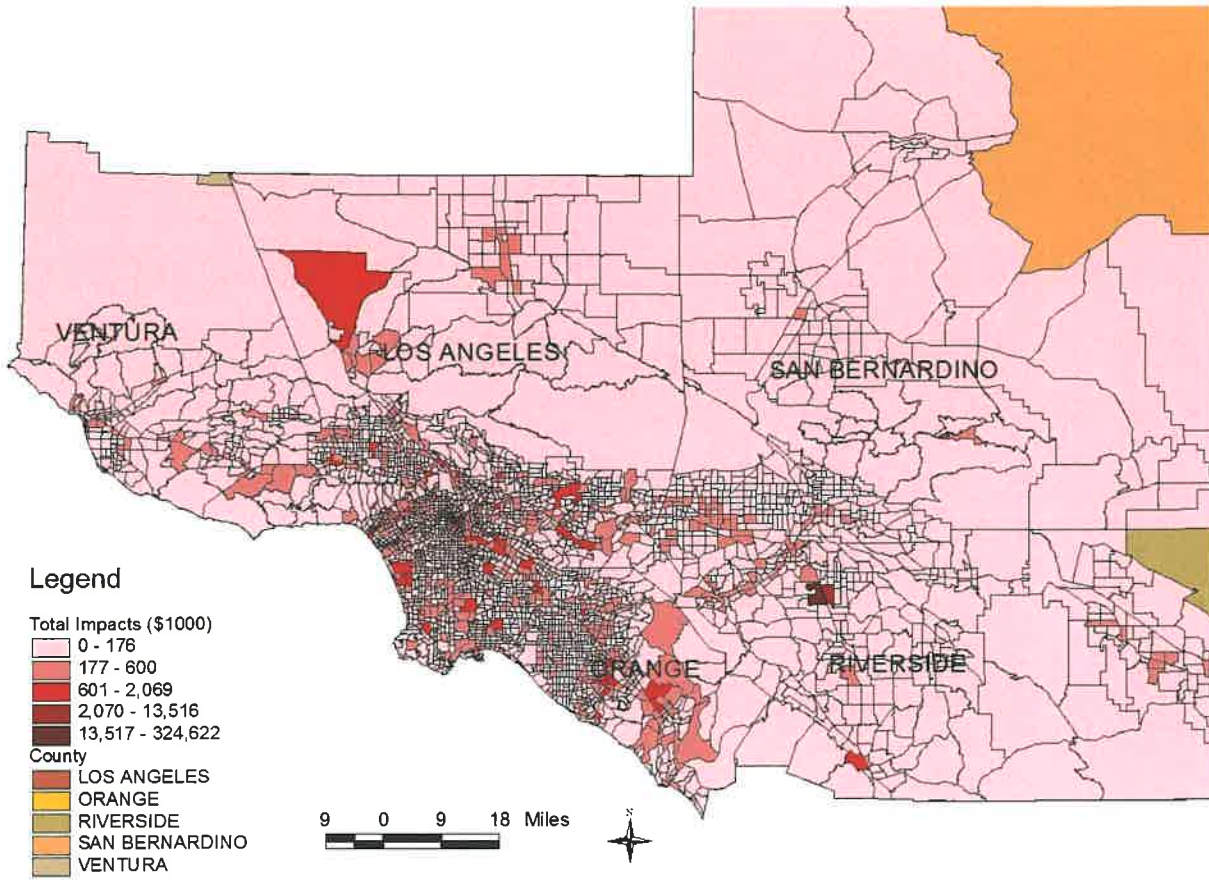


Figure 5. Dollar value of total impact in the first phase by Traffic Analysis Zone (TAZ)

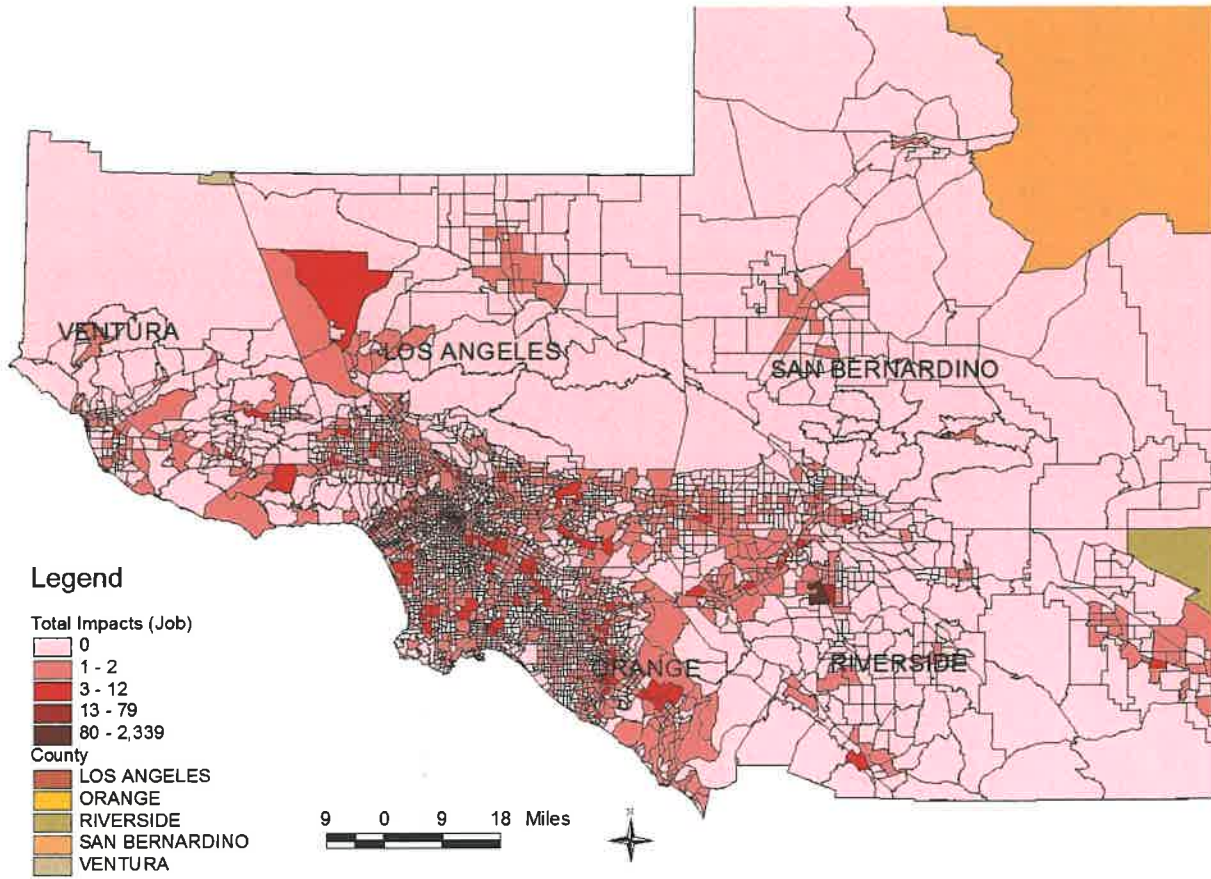


Figure 6. Job impacts in the first phase by TAZ

Attachment 2

Legislative (redline) version of amended Code showing changes made.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: August 10, 2022

Action: **APPROVE FINAL MAP 37220, APPROXIMATELY 142.5 ACRES, CREATING ONE (1) BUILDABLE LOT FOR DEVELOPMENT, LOCATED EAST OF THE INTERSTATE 215 FREEWAY, SOUTH OF THE EXISTING MARCH FIELD AIR MUSEUM, WEST OF THE EXISTING RUNWAYS AND FACILITIES OF THE MARCH AIR RESERVE BASE (MARB), AND NORTH OF THE JURISDICTIONAL BOUNDARY OF THE CITY OF PERRIS; APPROVE A SUBDIVISION IMPROVEMENT AGREEMENT PURSUANT TO SECTION 66462 OF THE SUBDIVISION MAP ACT; AND DIRECT STAFF TO FILE A NOTICE OF EXEMPTION PURSUANT TO LOCAL CEQA GUIDELINES**

Motion: Approve Final Map 37220, approximately 142.5 acres, creating one (1) buildable lot for development, located east of the Interstate 215 Freeway, south of the existing March Field Air Museum, west of the existing runways and facilities of the March Air Reserve Base (MARB), and north of the jurisdictional boundary of the City of Perris; Approve a Subdivision Improvement Agreement pursuant to Section 66462 of the Subdivision Map Act; and direct Staff to file a Notice of Exemption pursuant to local CEQA Guidelines.

Background:

On December 16, 2020, and January 13, 2021, the March JPA Commission considered and approved, a Certified Environmental Impact Report, a General Plan Amendment (GPA 16-01), Specific Plan (SP 16-01), Plot Plan (20-02) Tentative Parcel Map 37220, and Development Agreements (DA 16-02), for the Veterans Industrial Park 215 (VIP 215) Project. The 142.5-acre, VIP 215 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, and west of the existing runways and facilities of the March Air Reserve Base and north of the boundary of the City of Perris, located within the boundaries of the March Inland Port Airport in unincorporated Riverside County, California. The building address is 23000 Van Buren Boulevard, Riverside, California, 92518.

The approved Plot Plan (PP 20-02) authorized the construction of a 2,022,364 square-foot industrial warehouse building (intensive ecommerce use), inclusive of 46,637 square-feet of
Preparation Date: August 4, 2022

ground floor office space and 13,506 square feet of second floor office space. The building has a maximum height of 54 feet. The project site includes 2,551 parking spaces for employees and visitors, 428 truck trailer parking stalls and 39 stalls for tractor cab parking.

On January 13, 2021, the March JPA Commission considered and approved an ordinance for the VIP 215 Project Specific Plan (SP-8).

On May 26, 2021, the March JPA Commission considered and approved an amendment to Plot Plan 20-02 (PP 20-02 A1) and Tentative Parcel Map 37220 for the VIP 215 Project. The Applicant proposed changes to the Plot Plan and Tentative Parcel Map 37220 to meet the needs and requirements of a potential tenant. The changes included a reduction of the warehouse building square footage, a reduction of employee parking spaces, an increase in truck trailer parking stalls and the addition of a pedestrian bridge.

Final Map 37220:

Final Map 37220 (Final Map) is consistent with Tentative Parcel Map 37220, approved by the March Joint Powers Commission on May 26, 2021. The Final Map is comprised of five assessor parcels (APN's: 294-140-013, 294-150-009, 294-170-005, 294-180-038 and 295-300-008), creating one legal development parcel. This will also dedicate rights-of-way for the extension of Van Buren Boulevard and identify required utility easements. Parcel access relies on the 7,150-foot (approximately 1.35 miles), southerly extension of Van Buren Boulevard to Western Way. All streets and landscape areas, upon construction and acceptance by March JPA, would be maintained by March JPA.

Subdivision Improvement Agreement:

The Subdivision Improvement Agreement between March JPA and Riverside Inland Development, LLC, provides for the bonding and assurance of future public infrastructure within the Final Map 37220 area. The agreement requires the bonding of \$7,871,652 worth of public improvements to include public streets, drainage improvements, traffic signals and landscaping. All improvements are to be installed within twelve (12) months following recordation of the Final Map. Construction is to be compliant with the approved construction plans and performed in a skillful and workmanlike manner consistent with standards of professions in the same discipline. Until the date of acceptance of the public improvements by the March Joint Powers Authority, all maintenance of public infrastructure will be performed by the developer.

California Environmental Quality Act (CEQA):

The approval of Final Map 37220 qualifies as a Categorical Exemption under the California Environmental Quality Act, as a ministerial action, consistent with California Public Resources Code § 21080(b)(1), and State CEQA Guidelines § 15268(b)(3).

Attachments:

- 1) Final Map 37220
- 2) Subdivision Improvement Agreement.
- 3) Notice of Exemption

Attachment 1

Final Map 37220

NUMBERED PARCELS: 1
LETTERED LOTS: 1
AREA: 142.46 ACRES (GROSS)
127.74 ACRES (NET)
14.72 ACRES (LOT "A")

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN
THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

SHEET 1 OF 7 SHEETS

PARCEL MAP NO. 37220

BEING A SUBDIVISION OF A PORTION OF SECTIONS 25, 26, 35, AND 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN AS PARCEL 11 ON THE RECORD OF SURVEY FILED IN BOOK 110, PAGES 30 THROUGH 40, INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

HUITT-ZOLIARS

DATE OF SURVEY: OCTOBER, 2015

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____, M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____, AT THE REQUEST OF THE MARCH JOINT POWERS AUTHORITY
NO. _____
FEE: _____

PETER ALDANA,
ASSESSOR-COUNTY CLERK-RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS PARCEL MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.

LOT "A". THE DEDICATION IS FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES.

MARCH JOINT POWERS AUTHORITY, A JOINT POWERS AUTHORITY

BY: _____ BY: _____

PRINT NAME: _____ PRINT NAME: _____
PRINT TITLE: _____ PRINT TITLE: _____

BENEFICIARY'S STATEMENT

JPMORGAN CHASE BANK, N.A., A NATIONAL BANKING ASSOCIATION, AS BENEFICIARY UNDER DEED OF TRUST RECORDED APRIL 6, 2022, AS INSTRUMENT NO. 2022-0164659, OF OFFICIAL RECORDS.

BY: _____ BY: _____

PRINT NAME: _____ PRINT NAME: _____
PRINT TITLE: _____ PRINT TITLE: _____

OPTIONEE STATEMENT

RIVERSIDE INLAND DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS AN OPTIONEE BY DOCUMENT RECORDED APRIL 6, 2022, AS INSTRUMENT NO. 2022-0164656, OF OFFICIAL RECORDS.

BY: _____ BY: _____

PRINT NAME: _____ PRINT NAME: _____
PRINT TITLE: _____ PRINT TITLE: _____

WATER FACILITIES STATEMENT

I HEREBY STATE THAT THE SUBDIVIDER NAMED ON THIS MAP HAS POSTED SECURITIES ACCEPTABLE TO WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY (DISTRICT), ADEQUATE TO FUND CONSTRUCTION OF REQUIRED WATER FACILITIES. ONCE FIRE HYDRANTS, WATER PIPELINES AND APPURTENANCES, ANY REQUIRED OFFSITE FACILITIES, AND SERVICE LATERALS HAVE BEEN INSTALLED AND ACCEPTED BY THE DISTRICT, AND REQUIRED FEES PAID, THE DISTRICT WILL SUPPLY WATER TO EACH PARCEL CREATED BY THIS SUBDIVISION. THE EASEMENTS AND RIGHT-OF-WAYS SHOWN ARE SUFFICIENT FOR ALL REQUIREMENTS OF WATER CONSTRUCTION AND ARE HEREBY ACCEPTED.

DATE: _____
DEREK KAWAI, RCE 54253
DIRECTOR OF ENGINEERING

SEWER FACILITIES STATEMENT

I HEREBY STATE THAT THE SUBDIVIDER NAMED ON THIS MAP HAS POSTED SECURITIES ACCEPTABLE TO WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY (DISTRICT), ADEQUATE TO FUND CONSTRUCTION OF REQUIRED SEWER FACILITIES. ONCE SEWER PIPELINES AND APPURTENANCES, ANY REQUIRED OFFSITE FACILITIES, AND SERVICE LATERALS HAVE BEEN INSTALLED AND ACCEPTED BY THE DISTRICT, AND REQUIRED FEES PAID, THE DISTRICT WILL SUPPLY SEWER SERVICE TO EACH PARCEL CREATED BY THIS SUBDIVISION. THE EASEMENTS AND RIGHT-OF-WAYS SHOWN ARE SUFFICIENT FOR ALL REQUIREMENTS OF SEWER CONSTRUCTION AND ARE HEREBY ACCEPTED.

DATE: _____
DEREK KAWAI, RCE 54253
DIRECTOR OF ENGINEERING

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____, 2022

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____

DATE: _____, 2022

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS AND VICINITY MAP

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST MARCH JOINT POWERS AUTHORITY ON DECEMBER, 2019. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE/WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED: July 20, 2022

David W. Mackey
DAVID W. MACKAY, P.L.S. 8912



AUTHORITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT, WHICH ARE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP.

DATE: _____, 2022

BY: GABRIEL D. YBARRA, L.S. 4343, EXP. 6-30-24
FOR STUART E. McKEBBIN, R.C.E. 44553
AUTHORITY ENGINEER



MARCH JOINT POWERS AUTHORITY STATEMENT:

THE MARCH JOINT POWERS AUTHORITY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY THE MARCH JOINT POWERS COMMISSION, HEREBY APPROVES THE PARCEL MAP AND ACCEPTS THE OFFER OF DEDICATION MADE HEREON FOR LOT "A" FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, AS PART OF THE MARCH JOINT POWERS AUTHORITY MAINTAINED ROAD SYSTEM, SUBJECT TO COMPLETION OF IMPROVEMENTS AND ACCEPTANCE BY THE MARCH JOINT POWERS AUTHORITY.

DATED _____, 2022. MARCH JOINT POWERS COMMISSION

BY: _____
Mr. JEFF HEWITT, CHAIR

ATTEST:
BY: _____
CAREY ALLEN,
SECRETARY TO THE COMMISSION

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES FOR THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

1. THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, HOLDER OF AN EASEMENT FOR WATER TRANSPORTATION PURPOSES RECORDED JUNE 26, 2009, AS INSTRUMENT NO. 2009-0326343, OFFICIAL RECORDS.
2. THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES RECORDED AUGUST 10, 2011, AS INSTRUMENT NO. 2011-0350315, OFFICIAL RECORDS.
3. SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PIPELINE PURPOSES RECORDED JUNE 27, 2013, AS INSTRUMENT NO. 2013-0307993, OFFICIAL RECORDS.
4. THE UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR ACCESS PURPOSES AS RESERVED IN THE QUITCLAIM DEED RECORDED DECEMBER 10, 2001, AS INSTRUMENT NO. 2001-811917, OFFICIAL RECORDS (EASEMENT IS BLANKET IN NATURE).
5. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR PUBLIC UTILITY PURPOSES RECORDED OCTOBER 27, 2006, AS INSTRUMENT NO. 2006-0791241, AND RECORDED JANUARY 23, 2006, AS INSTRUMENT NO. 2006-0035923, BOTH OF OFFICIAL RECORDS (LOCATIONS OF EASEMENTS ARE NOT DEFINED IN SAID DOCUMENTS AND ARE NOT PLOTTABLE FROM RECORD).
6. THE COUNTY OF RIVERSIDE, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES RECORDED AUGUST 10, 2011, AS INSTRUMENT NO. 2011-0350313, AND RE-RECORDED AUGUST 28, 2012, AS INSTRUMENT NO. 2012-0408345, BOTH OF OFFICIAL RECORDS.
7. MARCH INLAND PORT AIRPORT AUTHORITY (MIPAA), HOLDER OF AN EASEMENT FOR AVIATION PURPOSES RECORDED APRIL 7, 2021, AS INSTRUMENT NO. 2021-0217631, OFFICIAL RECORDS (EASEMENT IS BLANKET IN NATURE).

SECTIONS 25, 26, 35, AND 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M. SCHEDULE "E"

#311930 01 1

PARCEL MAP NO. 37220

BEING A SUBDIVISION OF A PORTION OF SECTIONS 25, 26, 35, AND 36, TOWNSHIP 3 SOUTH,
RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
SHOWN AS PARCEL 11 ON THE RECORD OF SURVEY FILED IN BOOK 110, PAGES 30 THROUGH 40,
INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

HUITT-ZOLIARS

DATE OF SURVEY: OCTOBER, 2015

NOTARY ACKNOWLEDGEMENTS

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 _____
COUNTY OF _____

ON _____ BEFORE ME, _____
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

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____
PRINT NAME _____ MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGEMENTS

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 _____
COUNTY OF _____

ON _____ BEFORE ME, _____
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
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PRINT NAME _____ MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGEMENTS

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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 _____
COUNTY OF _____

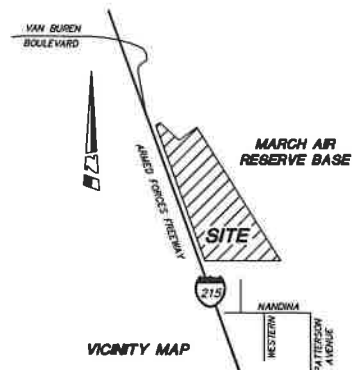
ON _____ BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED _____

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

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____
PRINT NAME _____ MY COMMISSION EXPIRES _____



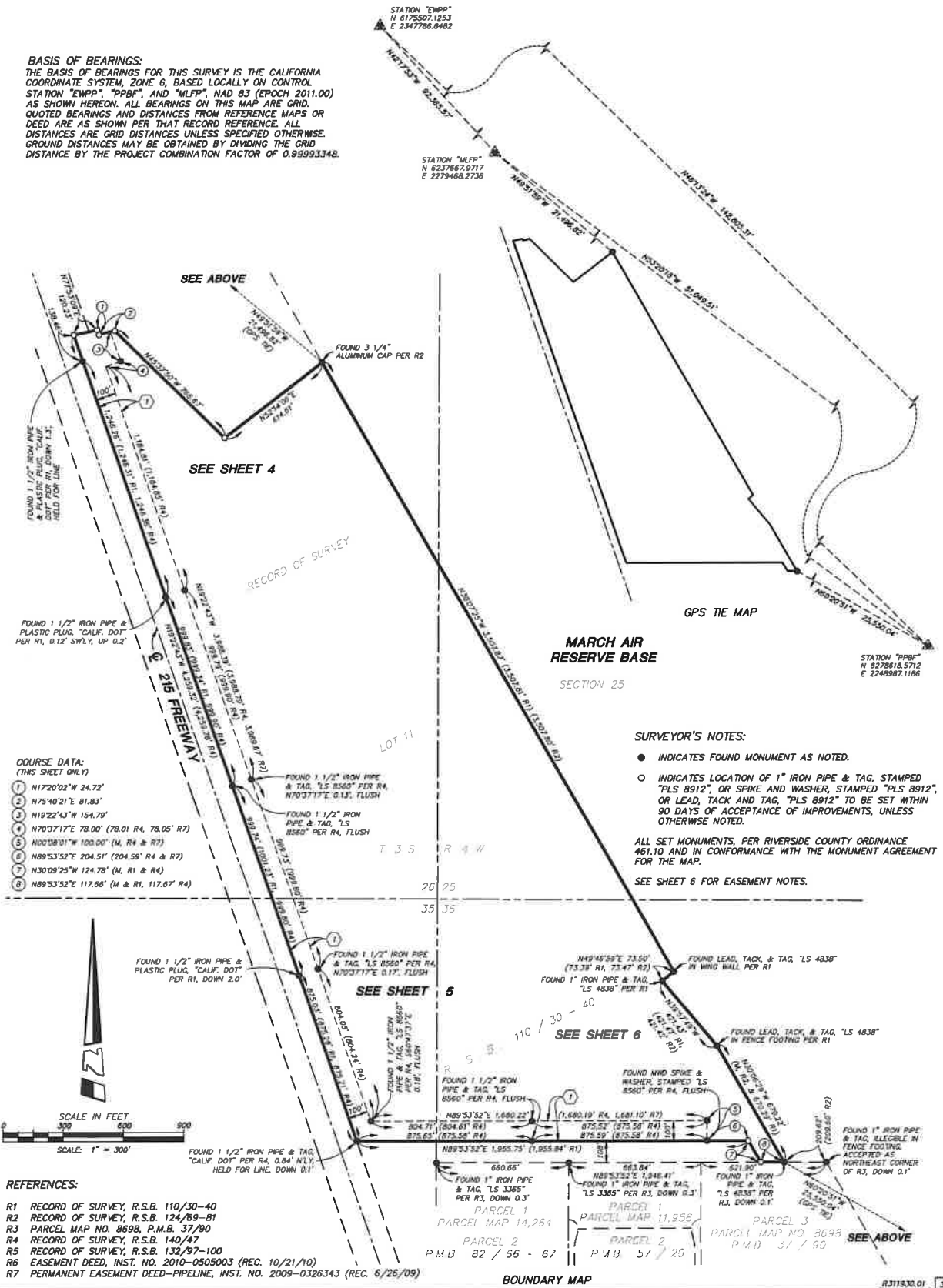
PARCEL MAP NO. 37220

BEING A SUBDIVISION OF A PORTION OF SECTIONS 25, 26, 35, AND 36, TOWNSHIP 3 SOUTH,
RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
SHOWN AS PARCEL 11 ON THE RECORD OF SURVEY FILED IN BOOK 110, PAGES 30 THROUGH 40,
INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

HUITT-ZOLLARS

DATE OF SURVEY: OCTOBER, 2015

BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 6, BASED LOCALLY ON CONTROL STATION "EWPP", "PPBF", AND "MLFP", NAD 83 (EPOCH 2011.00) AS SHOWN HEREON. ALL BEARINGS ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEED ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING THE GRID DISTANCE BY THE PROJECT COMBINATION FACTOR OF 0.99993348.



- COURSE DATA:**
(THIS SHEET ONLY)
- ① N172°02'W 24.72'
 - ② N75°40'21"E 81.83'
 - ③ N19°22'43"W 154.79'
 - ④ N70°37'17"E 78.00' (78.01 R4, 78.05' R7)
 - ⑤ N00°08'01"W 100.00' (M, R4 & R7)
 - ⑥ N89°53'52"E 204.51' (204.59' R4 & R7)
 - ⑦ N30°09'25"W 124.78' (M, R1 & R4)
 - ⑧ N89°53'52"E 117.66' (M & R1, 117.67' R4)

SURVEYOR'S NOTES:

- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES LOCATION OF 1" IRON PIPE & TAG, STAMPED "PLS 8912", OR SPIKE AND WASHER, STAMPED "PLS 8912", OR LEAD, TACK AND TAG, "PLS 8912" TO BE SET WITHIN 90 DAYS OF ACCEPTANCE OF IMPROVEMENTS, UNLESS OTHERWISE NOTED.

ALL SET MONUMENTS, PER RIVERSIDE COUNTY ORDINANCE 481.10 AND IN CONFORMANCE WITH THE MONUMENT AGREEMENT FOR THE MAP.

SEE SHEET 6 FOR EASEMENT NOTES.

- REFERENCES:**
- R1 RECORD OF SURVEY, R.S.B. 110/30-40
 - R2 RECORD OF SURVEY, R.S.B. 124/69-81
 - R3 PARCEL MAP NO. 8698, P.M.B. 37/90
 - R4 RECORD OF SURVEY, R.S.B. 140/47
 - R5 RECORD OF SURVEY, R.S.B. 132/97-100
 - R6 EASEMENT DEED, INST. NO. 2010-0505003 (REC. 10/21/10)
 - R7 PERMANENT EASEMENT DEED-PIPELINE, INST. NO. 2009-0326343 (REC. 6/26/09)

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN
THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

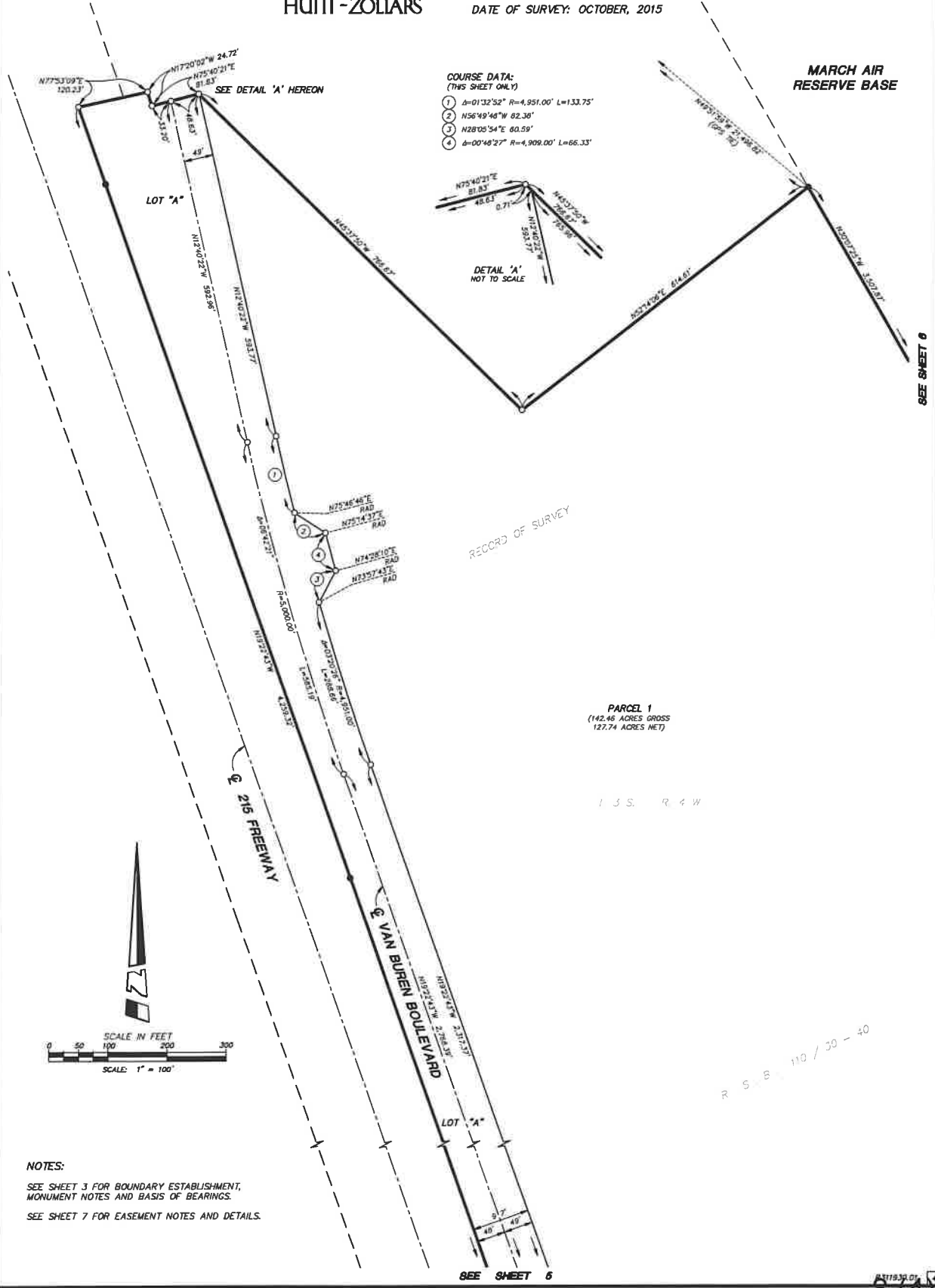
SHEET 4 OF 7 SHEETS

PARCEL MAP NO. 37220

BEING A SUBDIVISION OF A PORTION OF SECTIONS 25, 26, 35, AND 36, TOWNSHIP 3 SOUTH,
RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
SHOWN AS PARCEL 11 ON THE RECORD OF SURVEY FILED IN BOOK 110, PAGES 30 THROUGH 40,
INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

HUITT-ZOLIARS

DATE OF SURVEY: OCTOBER, 2015



IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN
THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

SHEET 5 OF 7 SHEETS

PARCEL MAP NO. 37220

BEING A SUBDIVISION OF A PORTION OF SECTIONS 25, 26, 35, AND 36, TOWNSHIP 3 SOUTH,
RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
SHOWN AS PARCEL 11 ON THE RECORD OF SURVEY FILED IN BOOK 110, PAGES 30 THROUGH 40,
INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

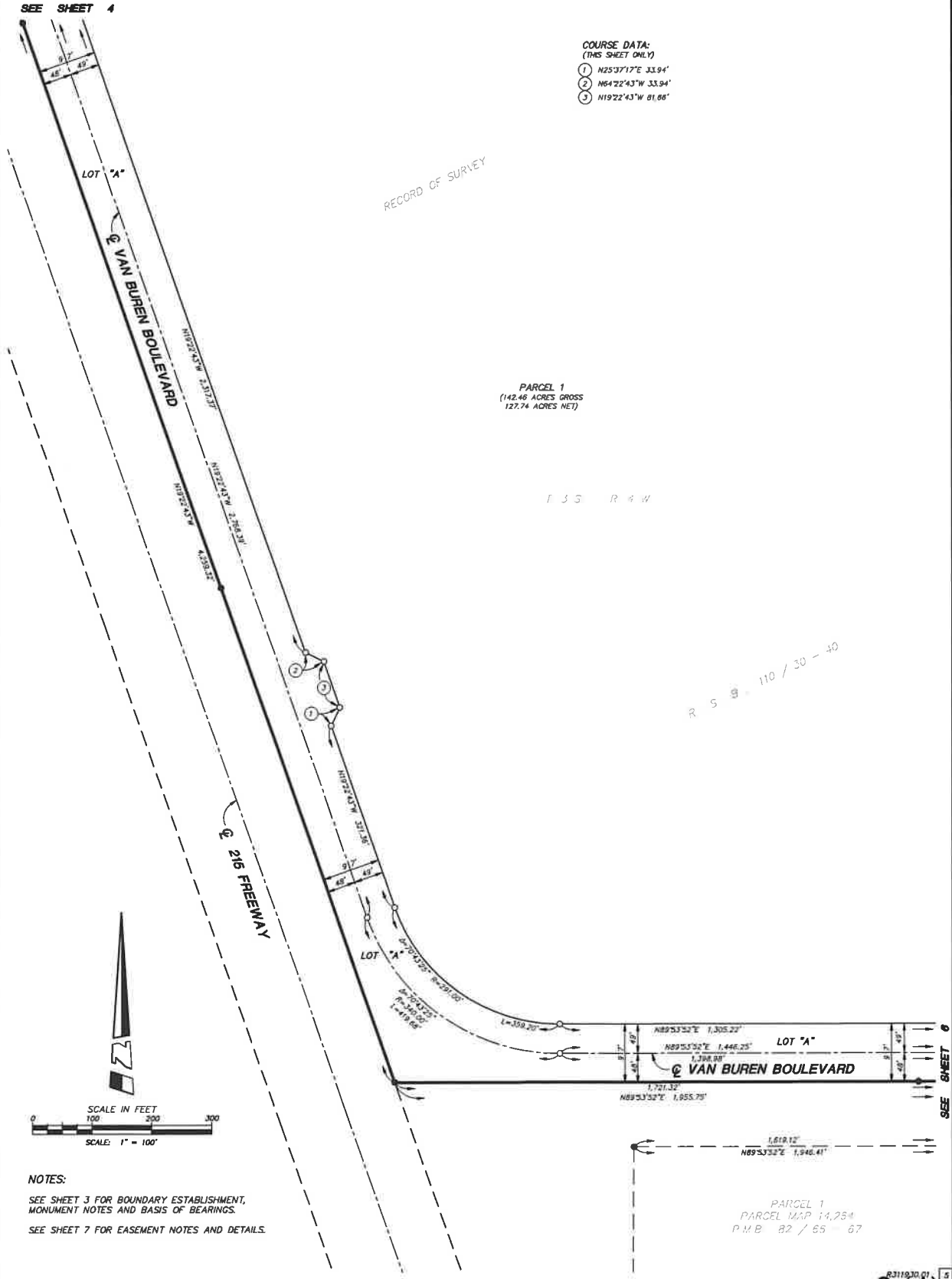
HUITT-ZOLIARS

DATE OF SURVEY: OCTOBER, 2015

SEE SHEET 4

COURSE DATA:
(THIS SHEET ONLY)

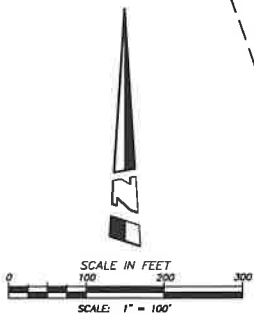
- ① N25°37'17"E 33.94'
- ② N64°22'43"W 33.94'
- ③ N19°22'43"W 81.66'



PARCEL 1
(142.46 ACRES GROSS
127.74 ACRES NET)

T 3 S R 4 W

R 5 S 110 / 30 - 40



NOTES:
SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT,
MONUMENT NOTES AND BASIS OF BEARINGS.
SEE SHEET 7 FOR EASEMENT NOTES AND DETAILS.

LOT "A"
N89°53'52"E 1,305.22'
N89°53'52"E 1,446.25'
1,398.98'
1,721.32'
N89°53'52"E 1,955.75'

1,619.12'
N89°53'52"E 1,946.41'

PARCEL 1
PARCEL MAP 14,254
P.M.B. 82 / 65 - 67

8 (4)

55

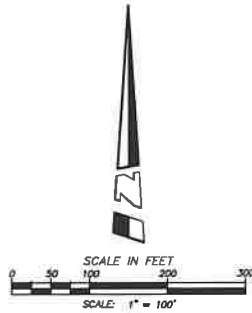
PARCEL MAP NO. 37220

BEING A SUBDIVISION OF A PORTION OF SECTIONS 25, 26, 35, AND 36, TOWNSHIP 3 SOUTH,
RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
SHOWN AS PARCEL 11 ON THE RECORD OF SURVEY FILED IN BOOK 110, PAGES 30 THROUGH 40,
INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

HUITT-ZOLIARS

DATE OF SURVEY: OCTOBER, 2015

SEE SHEET 4

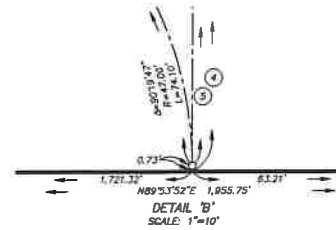


RECORD OF SURVEY

MARCH AIR
RESERVE BASE

1 S S R 1 W

PARCEL 1
(142.46 ACRES GROSS
127.74 ACRES NET)

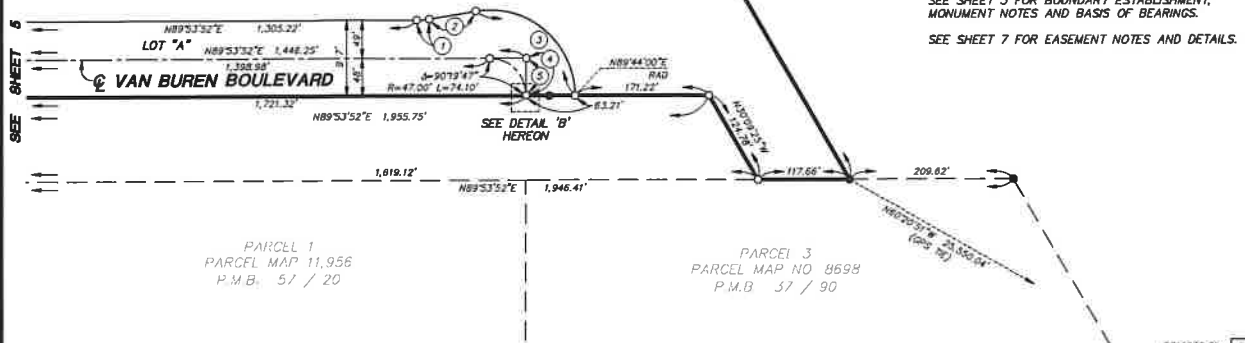


COURSE DATA:
(THIS SHEET ONLY SHIT 6)

- ① $\theta=09^{\circ}23'20''$ $R=100.00'$ $L=18.39'$
- ② $\theta=80^{\circ}30'31''$ E $60.51'$
- ③ $\theta=99^{\circ}13'29''$ $R=110.00'$ $L=190.50'$
- ④ $N00^{\circ}13'38''$ E $48.00'$
- ⑤ $N00^{\circ}13'38''$ E $47.27'$

NOTES:

SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT,
MONUMENT NOTES AND BASIS OF BEARINGS.
SEE SHEET 7 FOR EASEMENT NOTES AND DETAILS.



PARCEL 1
PARCEL MAP 11,956
P.M.B. 51 / 20

PARCEL 3
PARCEL MAP NO 8698
P.M.B. 57 / 90

R3119.50.01

PARCEL MAP NO. 37220

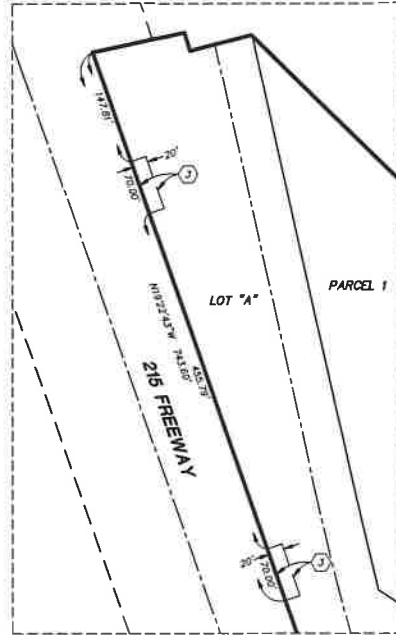
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HUITT-ZOLIARS

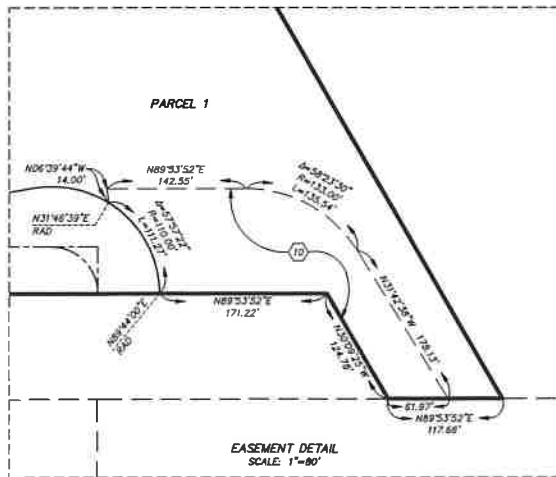
DATE OF SURVEY: OCTOBER, 2015

EASEMENT NOTES:

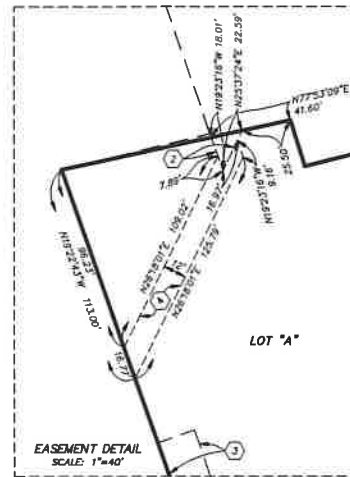
- ① AN EASEMENT FOR PIPELINE PURPOSES IN FAVOR OF METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JUNE 26, 2009, AS INSTRUMENT NO. 2009-0326343, OFFICIAL RECORDS.
- ② AN EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED AUGUST 10, 2011, AS INSTRUMENT NO. 2011-0350313, AND RE-RECORDED AUGUST 28, 2012, AS INSTRUMENT NO. 2012-0408345, BOTH OF OFFICIAL RECORDS.
- ③ AN EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA RECORDED AUGUST 10, 2011, AS INSTRUMENT NO. 2011-0350315, OFFICIAL RECORDS.
- ④ AN EASEMENT FOR PIPELINE PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY RECORDED JUNE 27, 2013, AS INSTRUMENT NO. 2013-0307993, OFFICIAL RECORDS.
- 5 THE RIGHT OF ACCESS IN FAVOR OF THE UNITED STATES OF AMERICA AS RESERVED BY THE QUITCLAIM DEED RECORDED DECEMBER 10, 2001, AS INSTRUMENT NO. 2001-611917, OFFICIAL RECORDS (EASEMENT IS BLANKET IN NATURE).
- 6 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED OCTOBER 27, 2006, AS INSTRUMENT NO. 2006-0791241, OFFICIAL RECORDS (LOCATION OF EASEMENT IS NOT DEFINED IN SAID DOCUMENT AND IS NOT PLOTTABLE FROM RECORD).
- 7 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JANUARY 23, 2008, AS INSTRUMENT NO. 2008-0035923, OFFICIAL RECORDS (LOCATION OF EASEMENT IS NOT DEFINED IN SAID DOCUMENT AND IS NOT PLOTTABLE FROM RECORD).
- 8 AN EASEMENT FOR WATER AND WASTEWATER FACILITIES PURPOSES IN FAVOR OF WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY RECORDED SEPTEMBER 30, 2002, AS INSTRUMENT NO. 2002-543343, OFFICIAL RECORDS (EASEMENT IS BLANKET IN NATURE).
- 9 AN EASEMENT FOR AVIATION PURPOSES IN FAVOR OF MARCH INLAND PORT AIRPORT AUTHORITY (MIPAA), RECORDED APRIL 7, 2021, AS INSTRUMENT NO. 2021-0217631, OFFICIAL RECORDS (EASEMENT IS BLANKET IN NATURE).
- ⑩ AN EASEMENT FOR PIPELINE PURPOSES IN FAVOR OF WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY RECORDED JULY 18, 2022, AS INSTRUMENT NO. 2022-0318765, OFFICIAL RECORDS.



EASEMENT DETAIL
SCALE: 1"=100'



EASEMENT DETAIL
SCALE: 1"=80'



EASEMENT DETAIL
SCALE: 1"=40'

NOTES:

SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT,
MONUMENT NOTES AND BASIS OF BEARINGS.

Attachment 2

Subdivision Improvement Agreement

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

March Joint Powers Authority
23555 Meyer Drive
Riverside, California 92518
Attn: MIPA Clerk
(Exempt from Recordation Fees – Government Code § 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
PARCEL/TRACT MAP NO. 37220**

between

THE MARCH JOINT POWERS AUTHORITY

a joint powers authority established under the laws of California

and

RIVERSIDE INLAND DEVELOPMENT, LLC,

a limited liability company organized under the laws of California

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS**

PARCEL/TRACT MAP NO. 37220

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 2022, by and between the March Joint Powers Authority, a joint powers authority established under the laws of California (“MJPA”) and Riverside Inland Development, LLC, a California limited liability company, with its principal office located at 3000 Turtle Creek Blvd., Dallas, TX 75219 (“Developer”). MJPA and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS

A. Developer’s tentative parcel map for real property located within the MJPA, a legal description of which is attached hereto as Exhibit “A” (“Property”) and incorporated herein by this reference, was conditionally approved by the MJPA Commission on December 16, 2020. The tentative parcel/tract map is identified in MJPA records as Parcel Map No. 37220 (“Map”).

B. MJPA is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. 37220, which relates, in whole or in part, to the subdivision proposed by Developer’s Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by MJPA’s Development Code, the Subdivision Map Act (California Government Code section 66410, *et seq.*) (“Map Act”), the conditions of approval for the Map, or other ordinances, resolutions, or policies of MJPA requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to MJPA’s Development Code and the applicable provisions of the Map Act, Developer and MJPA enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the MJPA Engineer and MJPA Attorney, for the Map.

F. Developer’s execution of this Agreement and the provision of the security are made in consideration of MJPA’s approval of the final Map for the Property.

G. The development of the Property is also subject to the terms and conditions of a statutory Development Agreement and Leasehold Disposition and Development Agreement (jointly, the “Development Agreements”) approved by the MJPA Commission on December 16, 2020.

H. On or about June 8, 2021 MJPA, Developer and the Riverside County Flood Control and Water Conservation District, a body politic (the "District"), entered into that certain Cooperative Agreement ("Cooperative Agreement"), pursuant to which, Developer must construct certain drainage facilities (the "District Facilities"). Developer furnished a bond to MJPA and the District as security for Developer's completion of the District Facilities and Developer's performance under the Cooperative Agreement. The District Facilities constitute a portion of the Public Improvements (defined in Section 2.0, below).

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides MJPA with security of the type and in the amounts required by this Agreement; (b) Developer and MJPA execute and record this Agreement in the Recorder's Office of the County of Riverside; (c) the MJPA Commission of the MJPA ("MJPA Commission") approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of Riverside. Until the above described conditions are satisfied, this Agreement shall not be of any force or effect.

1.1 Definitions. For purposes of enforcing this Agreement, the term "MJPA" shall include, but shall not be limited to, MJPA Commission, Executive Director, Public Works Director, MJPA Engineer, Planning Director, Building Official, or any of their authorized representatives. MJPA shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of MJPA for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by MJPA as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the MJPA Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by MJPA to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public

Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the MJPA Clerk and the MJPA Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the MJPA Engineer, or his/her authorized designee. Approval by the MJPA Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance with Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with the Map and all approved conditions, plans, specifications, standard drawings, and special amendments thereto on file with MJPA, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. To the extent there is any conflict between Exhibit "B" and the approved plans and specifications, the approved plans and specifications shall control to govern the Public Improvements to be constructed hereunder. Once approved, the plans and specifications (and consequently, Developer's scope of work hereunder) shall not be altered except by supplemental plans and specifications submitted by or on behalf of Developer that have been approved by MJPA, unless the public interest requires alterations in the Public Improvements, in which case, Developer shall cooperate in good faith to accommodate the required alterations. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require its general contractor to have a competent foreperson on the job at all times when work is being performed on the Public Improvements. Before starting work on the Public Improvements, Developer's general contractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and reasonable approval of MJPA. Following approval by MJPA, the foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the general contractor or any subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. The construction manager shall be available by phone during hours when construction is in progress and shall be available in person in a reasonable amount of time when requested by the MJPA. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should Developer's general contractor desire to change its foreperson, it shall provide the information specified above and obtain MJPA's prior written approval (not to be unreasonably withheld). MJPA, in its sole and absolute discretion, may require Developer's general contractor to replace its foreperson provided that MJPA gives the general contractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by the Developer, a contractor or subcontractor fails to comply with the requirements set forth in this Agreement, including without limitation, be incompetent or act in a disorderly or improper manner, such person shall be promptly removed from the project upon request by the MJPA, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the MJPA.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within not more than two (2) business days of being called at such office by the MJPA, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide MJPA with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping. MJPA shall not be responsible or liable for the maintenance or care of the Public Improvements until MJPA approves and accepts them. MJPA shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to MJPA's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by MJPA, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in good condition reasonably acceptable to MJPA; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street

improvements. Developer shall perform regularly scheduled street sweeping work and as necessary depending on construction activities or as reasonably required by, and at the direction of, the MJPA Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so in writing by MJPA. If Developer fails to properly perform its maintenance obligation under this Section, and such failure continues for more than five (5) business days after MJPA provides Developer with written notice of the same (or, if such maintenance work cannot be completed within said five (5) business day period, or if Developer fails to commence the maintenance work within said five (5) business day period and thereafter diligently pursue the same to completion), then, upon three (3) business days' prior written notice to Developer, MJPA may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. MJPA shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance, except to the extent caused by the gross negligence or willful misconduct of the MJPA. As used in this Agreement, the term "Force Majeure Delay" means a delay that actually impacts completion of the Public Improvements and is caused by an event, act or condition that is outside Developer's reasonable control, including (without limitation): (a) acts of God; (b) fires and other casualties; (c) strikes, lockouts or other labor disturbances that are not caused by Developer's failure to pay amounts due; (d) war, terrorist acts, riots, insurrections or civil commotions; (e) embargos or unavailability of materials, supplies, labor, equipment or systems; (f) mandatory state or federal requirements enacted after the date of this Agreement; (g) moratoria, regulations or controls imposed by governmental authorities with jurisdiction over the Property; (h) delay in a governmental authority, quasi-governmental authority and/or utility company issuing an entitlement, approval or permit caused by reason other than the error, omission, negligence or willful action of Developer; and (i) pandemics, epidemics, outbreaks of viruses or other communicable diseases, quarantines and "shelter in place" orders. Developer shall not be entitled to an extension of the time to complete the Public Improvements resulting from a Force Majeure Delay unless Developer provides the MJPA with written notice of the Force Majeure Delay within ten (10) calendar days of the date the Developer discovers the Force Majeure Delay event.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, and subject to any Force Majeure Delay (as defined above), Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months following recordation of the final Map. At least five (5) business days prior to the commencement of such work, Developer shall notify the MJPA Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The MJPA Commission may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to MJPA in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on MJPA. It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by MJPA to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by MJPA shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action

in any action or proceeding filed by MJPA following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, MJPA reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by MJPA, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to MJPA's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has either (a) provided the MJPA Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements, or (b) failed to complete the Public Improvements by the date(s) required hereunder, whichever is the last to occur.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards, and in accordance with the approved drawings and grading permits. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to MJPA's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with MJPA to provide such service within MJPA's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the MJPA Commission, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. MJPA acknowledge and agree that Developer paid these fees in full prior to the effective date of this Agreement. The fees referred to above are not necessarily the only MJPA fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 MJPA Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by MJPA of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if MJPA determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, MJPA may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within thirty (30) days of the Notice (or, if the default cannot reasonably be cured within said thirty (30)-day period, Developer shall commence to cure the default and diligently pursue the same to completion). If the default or violation constitutes an immediate threat to the public health, safety, or welfare, MJPA may provide the Notice verbally (so long as MJPA also provides written Notice thereafter as soon as possible), and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Developer and its surety shall be liable to MJPA for any and all costs associated with Developer’s failure to perform its obligations in accordance with this Agreement, including without limitation administrative and legal costs and expenses associated with the completion of the Public Improvements.

9.2 Failure to Remedy; MJPA Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to MJPA within the time frames set forth in this Agreement, upon thirty (30) days’ prior written notice to Developer, MJPA may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. MJPA’s right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of MJPA’s demand for performance. In the event MJPA elects to complete or arrange for completion of the remaining work and improvements, MJPA may require all work by Developer or its surety to cease in order to allow adequate coordination by MJPA. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of MJPA will not be prejudiced thereby, MJPA may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by MJPA pursuant to this Section of this Agreement shall prohibit MJPA from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. MJPA may exercise its rights and remedies independently or cumulatively. MJPA may also institute an action for damages, injunctive relief, or specific performance.

9.4 Administrative Costs. If Developer is in default under this Agreement beyond any applicable cure period, Developer and its surety shall be jointly and severally liable to MJPA for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the MJPA Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the MJPA Commission shall be authorized to accept the Public Improvements. The MJPA Commission may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by MJPA, the MJPA Clerk shall file with the Recorder's Office of the County of Riverside, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of MJPA without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in MJPA upon completion and acceptance in writing of such Public Improvements by MJPA.

Issuance by MJPA of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute MJPA's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, MJPA may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the MJPA Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in good condition reasonably acceptable to MJPA, for a period of one (1) year following completion of the work and acceptance by MJPA ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of this Agreement, and to the reasonable approval of the MJPA Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following MJPA's acceptance of the repaired, replaced, or reconstructed Public Improvements, but only with respect to said repair, replacement or reconstruction work. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct

any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12.0 Security.

12.1 Prior to execution of this Agreement, Developer shall provide MJPA with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent MJPA, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, *et seq.* and MJPA's Development Code, and acceptable to MJPA. The amount of the Security shall be based on the MJPA Engineer's approximation of the actual cost to construct the Public Improvements other than the District Facilities, including the replacement cost for all public landscaping ("Estimated Costs"). If MJPA determines, in its sole but reasonable discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by MJPA. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the MJPA for the purposes and amounts as follows:

12.1.1 MJPA acknowledges that a portion of the Public Improvements (*i.e.*, the District Facilities) are already secured by bonds furnished by Developer to MJPA under the Cooperative Agreement. To guarantee the faithful performance of the remainder of the Public Improvements and all the provisions of this Agreement, to protect MJPA if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the remainder of the Public Improvements, including the maintenance of all landscaping in good condition, Developer shall provide MJPA additional security in the amount of **Seven Million Eight Hundred Seventy-One Thousand Six Hundred Fifty-Two and 00/100 Dollars (\$7,871,652.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The MJPA may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by MJPA, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

12.1.2 To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements other than the District Facilities and this Agreement, Developer shall provide MJPA security in the amount of **Seven Million Eight Hundred Seventy-One Thousand Six Hundred Fifty-Two and 00/100 Dollars (\$7,871,652.00)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the MJPA Engineer after six (6) months or within the time limits established in California Government Code section 66499.7 from the date MJPA accepts the final Public Improvements at the discretion of MJPA. The amount of such security shall be

reduced by the total of all stop notice or mechanic's lien claims of which MJPA is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of MJPA's anticipated administrative and legal expenses arising out of such claims.

12.1.3 To provide in the amount of twenty percent (20%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the MJPA Commission.

12.1.4 To guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for the Map in compliance with the applicable provisions of MJPA's Development Code ("Subdivision Monuments"), Developer shall furnish to MJPA security in the amount of **Seven Thousand Four Hundred Forty and 00/100 Dollars (\$ 7,440.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the MJPA Engineer. Said security may be released by written authorization of the MJPA Engineer after all required Subdivision Monuments are accepted by the MJPA Engineer, MJPA has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for the Map.

12.2 Bond/Surety Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to MJPA. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by MJPA in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.3 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the MJPA Engineer and the MJPA Attorney, and when such forms are completed to the satisfaction of MJPA, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.4 Alternative Security. Developer may, at its election, substitute alternative Security, substantially in the form attached hereto as Exhibit "D" ("Alternative Security") and incorporated herein by this reference, to secure the performance of the Developer's obligations to satisfactorily complete all of the Public Improvements. If the security is a lien on the Property, the lien shall be recorded against the Property in a first priority (senior) position, subordinate only to liens for the payment of property taxes and/or assessments. Developer acknowledges that upon recordation of any mortgage or deed of trust against the Property, such mortgage or deed of trust must be subordinated to the security lien unless Developer elects to replace the Security Lien with

another form of Security as provided in this Agreement. If the Alternative Security is a letter of credit, said letter of credit shall not be terminated by the issuing bank unless said bank provides no less than sixty (60) days prior written notice to MJPA. In the event the issuing bank terminates, or proposes to terminate, the letter of credit, Developer shall provide a substitute letter of credit of equal amount, or a surety bond issued by an admitted surety of equal amount. MJPA shall not be required to release or reduce any surety bond for any of the Public Improvements unless and until Developer has provided fully executed, and as applicable recordable, forms of Alternative Security, in a form and substance required hereby, and then only to secure the performance of the obligations set forth herein. The amount of any Alternative Security shall be based on the Estimated Costs. If MJPA determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Alternative Security in the amount requested by MJPA. Developer's compliance with this provision shall in no way limit or modify Developer's indemnification obligation provided in this Agreement.

13.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of MJPA a lien against all portions of the Property not dedicated to MJPA or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, MJPA shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

14.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the MJPA Attorney), indemnify, and hold harmless MJPA, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, reasonable attorneys' fees, and related costs or expenses, and the reimbursement of MJPA, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, to the extent caused by the negligence or willful misconduct of MJPA as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by MJPA, its elected officials, officers, employees, agents, or volunteers.

15.0 Insurance.

15.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If

any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section, the “indemnified parties” shall mean MJPA, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to MJPA, its elected officials, officers, employees, agents, and volunteers.

15.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

15.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) and minimum limits of One Million Dollars (\$1,000,000.000) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by MJPA, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

15.1.3 Workers’ Compensation. Developer, its contractors and subcontractors shall procure and maintain workers’ compensation insurance with limits as required by the Labor Code of the State of California and Employers’ Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

15.1.4 Professional Liability. If applicable to this Agreement and required by MJPA, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

15.1.5 Contractors Pollution Liability. If applicable to this Agreement and required by MJPA, Contractors Pollution Liability Insurance covering all of Developer's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions

limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

For projects involving transportation of hazardous waste/materials, the policy shall include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

15.2 Deductibles. Any deductibles or self-insured retentions must be approved by MJPA in writing and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

15.3 Certificates; Verification. Developer and its contractors and subcontractors shall furnish MJPA with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by MJPA prior to the execution of this Agreement and before work pursuant to this Agreement can begin. MJPA reserves the right to require complete, certified copies of all required insurance policies at any time.

15.4 Insurer Rating. Unless approved in writing by MJPA, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to MJPA.

15.5 Endorsements.

15.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by MJPA, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The “Additional Insured Endorsement” shall be on a form similar to Insurance Services Office’s Endorsement form CG 2010 and contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon MJPA, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

15.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon MJPA, except ten (10) days prior written notice shall be allowed for non-payment of premium.

15.5.3 The Professional Liability policy or policies required by this Agreement, if required by MJPA, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon MJPA, except ten (10) days prior written notice shall be allowed for non-payment of premium.

16.0 Signs and Advertising. Developer understands and agrees to MJPA's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by MJPA of all signs or other advertising structures erected, placed, or situated in violation of any MJPA ordinance, regulation, or other requirement. Removal

shall be at the expense of Developer. Developer shall indemnify and hold MJPA free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

17.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by MJPA for the Property shall operate to create the relationship of partnership, joint venture, or agency between MJPA and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor or subcontractor of MJPA.

18.0 General Provisions.

18.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

18.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

18.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors and subcontractors of Developer, except as otherwise specified in this Agreement. All references to MJPA include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

18.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

MJPA:
March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
Attn: MJPA Engineer

DEVELOPER:
Riverside Inland Development, LLC
c/o Hillwood Enterprises, L.P.
901 Via Piemonte, Suite 175
Ontario, CA 91764
Attn: Scott Morse

With a copy to:

With a copy to:

Best Best & Krieger LLP

Fennemore LLP

2855 East Guasti Road, Ste 400
Ontario, CA 91761
Attn.: Thomas Rice

550 E. Hospitality Lane, Suite 350
San Bernardino, CA 92408
Attn: Mack Anderson

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

18.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

18.6 Waiver. Either Party's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or either Party's waiver of any breach of this Agreement, shall not relieve the other Party of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether said Party's actions are intentional or unintentional.

18.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of MJPA. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in MJPA's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that MJPA consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to MJPA. Notwithstanding anything to the contrary herein, Developer shall have the right to assign this Agreement when and if Developer exercises its assignment rights under that certain Individual Ground Lease Agreement dated April 6, 2022 ("Individual Lease"), entered into between Developer and March JPA.

Any assignment, hypothecation or transfer of this Agreement shall be to the satisfaction of the MJPA Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to MJPA and approved by the MJPA Attorney, to guarantee construction of the timely Public Improvements. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, MJPA shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that MJPA shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

18.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

18.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

18.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

18.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party reasonable costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

18.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

18.13.1 The irrevocable offer of dedication or conveyance to MIPA of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

18.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

18.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

18.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE FOR SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN THE MARCH JOINT POWERS AUTHORITY
AND RIVERSIDE INLAND DEVELOPMENT, LLC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

MARCH JOINT POWERS AUTHORITY

**RIVERSIDE INLAND DEVELOPMENT,
LLC, a California limited liability company**

By: _____
Grace Martin, Executive Director

By: _____
Signature

Print Name

Title

ATTEST:

By: _____
MJPA Clerk

By: _____
Signature

Print Name

Title

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP, MJPA Attorney

NOTE: DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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, _____, 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)

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, _____, 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"

LEGAL DESCRIPTION OF PROPERTY

PARCEL/TRACT NO. 37220

PARCEL MAP NO. 37220, BEING A DIVISION OF THE FOLLOWING:

THAT PORTION OF A PORTION OF SECTIONS 25, 26, 35 AND 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN AS PARCEL 11 ON MAP FILED IN BOOK 110, PAGES 30 TO 40 INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER, OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 30° 06' 59" WEST 670.29 FEET IN THE EASTERLY BOUNDARY OF SAID PARCEL 11, SAID SOUTHERLY TERMINUS ALSO BEING A POINT ON THE NORTHERLY LINE OF PARCEL MAP NO. 8698, AS PER MAP FILED IN BOOK 37, PAGE 90, OF PARCEL MAPS IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 53' 52" WEST 117.66 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 30° 09' 25" WEST 124.78 FEET TO A LINE PARALLEL WITH 108.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 89° 53' 52" WEST 1955.75 FEET TO THE EASTERLY BOUNDARY OF CALIFORNIA STATE ROUTE 215, AS SHOWN ON CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP 45680 ON FILE IN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION;

THENCE ALONG SAID EASTERLY BOUNDARY NORTH 19° 22' 23" WEST 4259.32 FEET;

THENCE LEAVING SAID EASTERLY BOUNDARY NORTH 77° 53' 09" EAST 120.23 FEET;

THENCE SOUTH 17° 20' 22" EAST 24.72 FEET; THENCE NORTH 75° 40' 21" EAST 81.83 FEET;

THENCE SOUTH 45° 37' 50" EAST 766.67 FEET;

THENCE NORTH 52° 14' 06" EAST 614.61 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 30° 07' 27" WEST 3507.80 FEET IN THE BOUNDARY OF THE "MARCH AIR RESERVE BASE" AS SHOWN ON MAP FILED IN BOOK 124, PAGES 69 TO 81 INCLUSIVE OF SAID RECORDS OF SURVEY;

THENCE ALONG SAID LAST MENTIONED BOUNDARY AS FOLLOWS: SOUTH 30° 07' 25" EAST 3507.87 FEET;

THENCE SOUTH 49° 46' 59" WEST 73.50 FEET;

THENCE SOUTH 39° 57' 49" EAST 421.43 FEET;

THENCE SOUTH 30° 06' 29" EAST 670.22 FEET TO THE POINT OF BEGINNING.

APN: 295-300-008, 295-170-005, 294-150-009, 294-180-038, and 294-140-013 (Referenced for informational purposes only)

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 37220

Developer shall perform all work and furnish all materials necessary, in the opinion of the MJPA Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with MJPA or with any changes required or ordered by the MJPA Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

- Street Improvements
- Water and Sewer Improvements
- Drainage Improvements
- Monumentation

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 37220

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND:

\$

Surety: _____
Attorney-in-fact: _____
Address: _____

PAYMENT BOND:

\$

Surety: _____
Attorney-in-fact: _____
Address: _____

GUARANTEE AND WARRANTY SECURITY BOND:

\$

Surety: _____
Attorney-in-fact: _____
Address: _____

MARCH JOINT POWERS AUTHORITY
FAITHFUL PERFORMANCE BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: MAP NO. 37220

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 37220 require that the March Joint Powers Authority, a joint powers authority established under the laws of California ("MJPA"), by the Commission of the March Joint Powers Authority, and Riverside Inland Development, LLC, a California limited liability company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the MJPA, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and _____ ("SURETY"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto MJPA in the sum of **Seven Million Eight Hundred Seventy-One Thousand Six Hundred Fifty-Two and 00/100 Dollars (\$7,871,652.00)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements (other than the District Facilities, which are already bonded under the Cooperative Agreement) as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless MJPA, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by MJPA in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 2022.

Name of Surety

Principal

By: _____

Title: _____

Mailing Address of Surety

and

Telephone No. of Surety

By: _____

Title: _____

By: _____

Attorney in Fact

Approved as to form:

MJPA Attorney

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Riverside County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the MJPA's formal request to the insurer to provide the MJPA with an original of a certificate from the clerk of Riverside County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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, _____, 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)

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, _____, 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)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

Signature

Print Name

MARCH JOINT POWERS AUTHORITY
LABOR & MATERIAL BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: MAP NO. 37220

WHEREAS, the conditions placed on the tentative/parcel map for Parcel No. _____ require that the March Joint Powers Authority, a joint powers authority established under the laws of California ("MJPA"), by the Commission of the March Joint Powers Authority, and Riverside Inland Development, LLC, a California limited liability company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the MJPA to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and _____ ("SURETY"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto MJPA and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of **Seven Million Eight Hundred Seventy-One Thousand Six Hundred Fifty-Two and 00/100 Dollars (\$7,871,652.00)**, said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by MJPA in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 2022.

Name of Surety

Principal

By: _____

Title: _____

and

Mailing Address of Surety

By: _____

Telephone No. of Surety

Title: _____

By: _____
Attorney in Fact

Approved as to form:

MJPA Attorney

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Riverside County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the MJPA's formal request to the insurer to provide the MJPA with an original of a certificate from the clerk of Riverside County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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 _____, 2022, before me, _____,
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.

[SEAL]

Signature _____

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, _____, 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)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

Signature

Print Name

MARCH JOINT POWERS AUTHORITY
SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

PROJECT: MAP NO. 37220

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. _____ require that the Commission of the March Joint Powers Authority, State of California, and Riverside Inland Development, LLC, a California limited liability company (“PRINCIPAL”) enter into an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance (“Agreement”); and

WHEREAS, PRINCIPAL is required under the terms of the Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Agreement.

NOW, THEREFORE, we, PRINCIPAL and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California as surety (“SURETY”), are held and firmly bound unto the March Joint Powers Authority as obligee (“MJPA”), in the penal sum of _____ (\$ _____) dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless MJPA, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by MJPA in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against MJPA or any person employed by MJPA.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 20__.

Name of Surety

Principal

By: _____

Title: _____

and

Mailing Address of Surety

By: _____

Telephone No. of Surety

Title: _____

By: _____
Attorney in Fact

Approved as to form:

MJPA Attorney

NOTE: If principal is a partnership, all partners should execute the bond.
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.
NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Riverside County.
MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."
REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the MJPA's formal request to the insurer to provide the MJPA with an original of a certificate from the clerk of Riverside County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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 _____, 2022 before me, _____, 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)

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 April 7, 2017 before me, _____, 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)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

Signature

Print Name

EXHIBIT "D"

ALTERNATIVE SECURITY

PARCEL/TRACT NO. 37220

[*IF ALTERNATIVE SECURITY IS PROVIDED, IN LIEU OF SURETY BONDS, MJPA
MANAGER AND MJPA ATTORNEY MUST APPROVE THE FORM AND CONTENT OF
SUCH ALTERNATIVE SECURITY INSTRUMENT, PRIOR TO COMMISSION
CONSIDERATION***]**

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

<input type="checkbox"/>	TO: Office of Planning and Research P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM:	March Joint Powers Authority (Public Agency)
<input checked="" type="checkbox"/>	Clerk of the Board of Supervisors or County Clerk: County of : Riverside Address: County Clerk's Office 2720 Gateway Drive Riverside, CA 92502-0751	Address	14205 Meridian Parkway, Suite. 140 Riverside, CA 92518 Contact: Jeffrey M. Smith, AICP Phone: 951 656-7000

1.	Project Title:	Final Map 37220
2.	Project Applicant:	Riverside Inland Development, LLC
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):	Final Map 37220, is located east of the Interstate 215 Freeway, south of the existing March Field Air Museum, west of the existing runways and facilities of the March Air Reserve Base (MARB), and north of the jurisdictional boundary of the City of Perris
4.	(a) Project Location – City:	NA
	(b) Project Location – County:	Riverside
5.	Description of nature, purpose, and beneficiaries of Project:	Final Map 37220 is consistent with Tentative Parcel Map 37220, approved by the March Joint Powers Commission on May 26, 2021. The Final Map is comprised of five assessor parcels (APN's: 294-140-013, 294-150-009, 294-170-005, 294-180-038 and 295-300-008), creating one legal development parcel. This will also dedicate rights-of-way for the extension of Van Buren Boulevard and identify required utility easements.
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:	Riverside Inland Development, LLC

8. Exempt status: (check one)	
(a) <input checked="" type="checkbox"/> Ministerial project.	(Pub. Res. Code § 21080(b)(1); State CEQA Guidelines § 15268(b)(3))
(b) <input type="checkbox"/> Not a project.	
(c) <input type="checkbox"/> Emergency Project.	
(d) <input type="checkbox"/> Categorical Exemption. State type and class number:	
(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:	Based upon the requirements of the MJPA Development Code and State CEQA Guidelines 15268(b)(3), the approval of a final subdivision map is considered a "ministerial" project
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: August 10, 2022	

Signature: _____ **Date:** August 10, 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 (5)

Meeting Date: August 10, 2022

Action: **APPROVE THE METROPOLITAN WATER DISTRICT'S OFFER TO PURCHASE EASEMENT PROPERTY INTERESTS, AND APPROVE TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT ACCESS, PIPELINE AND TUNNEL EASEMENTS TO THE METROPOLITAN WATER DISTRICT FOR THE COMPLETION OF THE PERRIS VALLEY PIPELINE PROJECT, AND APPROVE A SUBLEASE AGREEMENT BETWEEN MARCH FIELD MUSEUM FOUNDATION AND THE METROPOLITAN WATER DISTRICT (MWD) FOR CONSTRUCTION STAGING AND EQUIPMENT STORAGE, AND DIRECT STAFF TO FILE A NOTICE OF EXEMPTION PURSUANT TO MARCH JPA'S LOCAL CEQA GUIDELINES**

Motion: Approve the Metropolitan Water District's Offer to Purchase Easement Property Interests, and Approve Temporary Construction Easements and Permanent Access, Pipeline and Tunnel Easements to the Metropolitan Water District for the completion of the Perris Valley Pipeline Project, and Approve a Sublease Agreement between the March Field Museum and the Metropolitan Water District for construction staging and equipment storage, and Direct Staff to file a Notice of Exemption pursuant to March JPA's Local CEQA Guidelines.

Background: The overall Perris Valley Pipeline Project, which was previously approved, permitted and is almost complete, consists of the continued construction, operation and maintenance of approximately six miles of the Perris Valley Pipeline and appurtenances, four service connections, and four pump stations. The Project alignment traverses the cities of Perris and Riverside as well as unincorporated Riverside County and is located almost entirely within the Western Municipal Water District (WMWD) service area, with a small portion near the southern terminus extending into the Eastern Municipal Water District (EMWD) service area. Both WMWD and EMWD provide wholesale and retail water to their respective service areas and purchase supplemental, imported water from Metropolitan Water District (MWD).

Preparation Date: August 4, 2022

8 (5) 104

This portion the pipeline Project within the March JPA jurisdictional boundaries will tie together two previously constructed sections of the pipeline. One section is located north-west of the Interstate 215-Van Buren Boulevard Interchange and the other located south-east of the Interchange. This Project is an approximately 3000-foot-long, 96-inch diameter potable water pipeline that will increase treated water supplies to western Riverside County. In addition, MWD will need to obtain real property rights from various public agencies, including the March JPA, and other private owners to complete the Pipeline Project.

In order to complete the Pipeline Project and enable future operations, maintenance, and inspections, the MWD is requesting that March Joint Powers Authority grant the following temporary and permanent easements, as described below:

- 1) Temporary Access Easement (West of I-215 Freeway):
[PEVAL1-01-755TEA1 (42,790 s.f.), PEVAL1-01-800TEA1 (11,770 s.f.)]
A proposed temporary easement used for ingress and egress to deliver pipe and other equipment to MWD's Shaft 1 location. This access easement will only be required during the duration of the construction.
- 2) Permanent Access Easement-West (West of I 215 Freeway):
[PEVAL1-01-755PEA1 (5,270 s.f.)]
A proposed permanent easement, west of the I 215 Freeway, for ingress, egress, and road purposes to Metropolitan's existing permanent easement. This easement will connect to Metropolitan's existing easement where the Perris Valley pipeline is located.
- 3) Permanent Pipeline and Access Easement (East of I 215 Freeway):
[PEVAL1-01-766PEA1 - Part A (2,180 s.f.), PEVAL1-01-766PEA1 - Part B (750-s.f.)]
A proposed permanent easement, east of I-215 Freeway, for installing, maintaining, and operating a pipeline with ingress and egress rights
- 4) Permanent Tunnel Easement (East of I-215 Freeway):
[PEVAL1-01-766PEA2 (13,440 s.f.)]
A proposed subsurface permanent easement, west of the I-215 Freeway, for installing, maintaining, and operating a pipeline underground, with no surface rights for access, except for the purpose of making a survey in connection with the construction of the tunnel.

Purchase Offer:

In connection with the Perris Valley Pipeline Project, MWD has offered to purchase permanent and temporary easement property interests, intended to preserve water delivery system reliability standards, and provide for improved operations within the MWD service area. MWD appraised the easement properties to determine the is fair market value, as defined in the California Code of Civil Procedure Section 1263.320.

Based on the appraisals, MWD has offered to purchase the easement property interests in the amount of \$54,000.

Sublease Agreement

March Joint Powers Authority and March Field Museum Foundation, Inc. entered into a Lease Agreement in April 2000, for property commonly referred to as March Field Air Museum

(MFAM). In accordance with Subsection 17 of the Lease, MFAM must gain concurrence from the March JPA Commission on any potential sublease the Museum enters in to.

Currently, MFAM desires to enter into a sublease agreement with MWD, assisting in the of completion of the Perris Valley Pipeline Project by allowing MWD to stage construction and store equipment on MAFM premises. The Sublease Agreement, (Attachment 6), includes, but is not limited to, the Description of Property, Term of Sublease, Rent, Authorized Use of Property and Improvements, and Insurance and Indemnity.

MWD and its employees, consultants, contractors, subcontractors and agents to intends to use the Property to conduct construction-related activities including, but not limited to, excavation of the property, the storage and stockpiling of pipe, shoring materials, excavated materials, shaft and tunnel construction equipment and materials, vehicular and pedestrian access, the parking of vehicles and construction trailers, temporary dewatering facilities and activities, tunnel settlement monitoring, and the installation of temporary chain-link fencing

The term of the sublease agreement is for two (2) years, commencing on September 1, 2022, and ending on August 31, 2024, with an option to extend the sublease agreement for two (2) additional six (6)-month periods.

California Environmental Quality Act (CEQA):

The Metropolitan Water District, for the proposed Project, anticipated obtaining real property rights (easements) from other private owners and various public agencies, including the March Joint Powers Authority, to complete the Perris Valley Pipeline Project.

The granting of easements for the Perris Valley Pipeline Project do not meet any of the conditions that would require the preparation of a subsequent EIR or negative declaration set forth in Section 15162 of the State CEQA Guidelines or any of the conditions requiring the preparation of a supplement to an EIR as set forth in Section 15163 of the State CEQA Guidelines

Recommendation:

To assist in the continued development of the Perris Valley Pipeline Project, staff recommends the approval of easements to Metropolitan Water District; and direct staff to file a Notice of Exemption pursuant to Local CEQA Guidelines.

Attachments:

- 1) Temporary / Permanent Easements Vicinity Map
- 2) Temporary Construction Easements
- 3) Permanent Access, Pipeline, Tunneling Easements
- 4) Offer to Purchase Agreement
- 5) March Field Air Museum / Metropolitan Water District Sublease Area Map
- 6) March Field Air Museum / Metropolitan Water District Sublease Agreement
- 7) Notice of Exemption.

Attachment 1

Temporary / Permanent Easements Vicinity Map

Attachment 2

Temporary Construction Easements

PEVAL1-01-755TEA1

PEVAL1-01-800TEA1

Recorded at the Request of and Mail to:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
Post Office Box 54153
Los Angeles, CA 90054
Attention: Right of Way and Title Engineering

DOCUMENTARY TRANSFER TAX \$ NONE
(Exempt--Section 11922, California
Revenue and Taxation Code)

RECORDING FEES \$ None
(Exempt – Section 27383 of the Government Code)

TEMPORARY EASEMENT DEED

MWD Parcel Nos. PEVAL1-01-800TEA1 and PEVAL1-01-755TEA1
APN's 294-060-013; 294-060-018; and 294-070-037

MARCH JOINT POWERS AUTHORITY (Grantor),
hereby grants to

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
a metropolitan water district duly organized and existing under the Metropolitan Water District
Act of the State of California as amended (Grantee),

an exclusive Temporary Easement ("Property") to use the property in the county of Riverside,
state of California, described in Exhibits A-1 and A-3, and shown on Exhibits B-1 and B-3, both
attached hereto and by this reference made a part hereof, for the construction of a capital
improvement project by the Grantee on land other than such described property.

The grant is subject to the following conditions:

1. Access. Reasonable access to Grantor's property across this Temporary Easement shall be maintained by Grantee at all times during the term of this easement.
2. Term. Such right shall be exercised for a period of two years commencing on September 1, 2022 and ending on August 31, 2024.

Temporary Easement Deed
MWD Parcel Nos. PEVAL1-01-800TEA1
and PEVAL1-01-755TEA1
APN's 294-060-013; 294-060-018;
and 294-070-037

3. Restoration. At the expiration of the Temporary Easement, Grantee shall restore such property to a condition as near as practicable to the condition that existed immediately prior to Grantee's operations. Grantee shall not be required to restore vegetation to the pre-existing condition, but shall establish vegetation for erosion control on the property at the expiration of this Temporary Easement in accordance with the Environmental Impact Report and Grantee's specifications.
4. Indemnification. Grantee agrees to defend, indemnify and hold Grantor harmless from and against any and all claims, damages, costs, expenses and attorneys' fees liabilities related to and arising from: (1) Grantee's use of the Temporary Easement area; (2) Grantee's construction, maintenance and repair of the capital improvement project referenced in the first paragraph; or (3) Grantee's use of equipment on the Temporary Easement area.
5. Insurance. Grantee confirms that it is a local government entity created under the laws of the State of California and is self-insured for \$25 million dollars against any third-party loss and maintains \$75 million dollars of commercial liability insurance in excess of the self-insurance retention. Grantee shall maintain its self-insurance program in full force during the term of this Temporary Easement.
6. Successors and Assigns. The indemnification and insurance provisions described above shall be for the benefit of and binding upon Grantor and Grantee, their successors and assigns, and shall survive the recordation of this Temporary Easement Deed.

Dated: _____

MARCH JOINT POWERS AUTHORITY

By: _____
Dr. Grace Martin
Executive Director

EXHIBIT A-1

**Perris Valley Pipeline
Temporary Easement
PEVAL1-01-800TEA1
March Joint Powers Authority
to MWD**

Parcel No. PEVAL1-01-800TEA1:

Part A:

That portion of Lot 3, in Block 30, of the Map of the Alessandro Tract, in the unincorporated territory of the County of Riverside, State of California, as shown on map recorded in Book 6, page 13, of Maps, in the office of the Recorder of the County of San Bernardino, State of California, said block being in the northeast quarter of Section 22, Township 3 South, Range 4 West, San Bernardino Meridian, within that parcel of land described in Quitclaim Deed to the March Joint Powers Authority, recorded on December 11, 2002, as Document No. 2002-742244, of Official Records, in the office of the Recorder of said County of Riverside, described as follows:

Beginning at the intersection of the southeasterly sideline of that 30-foot wide strip of land described as MWD Parcel No. PEVAL1-01-740PEA2, in Permanent Easement Deed-Pipeline to The Metropolitan Water District of Southern California, recorded on June 27, 2012, as Document No. 2012-0297193, of said Official Records and a line parallel with and 20 feet northeasterly, measured at right angles, from the northeasterly line of Lot 1, of Tract No. 30857-5, as shown on map filed in Book 405, pages 46 through 51, inclusive, of Maps, in the office of the Recorder of said County of Riverside; thence southeasterly along said parallel line, a distance of 50 feet, to a line parallel with and 50 feet southeasterly, measured at right angles, from said southeasterly sideline; thence northeasterly along said last mentioned parallel line, a distance of 145 feet; thence northeasterly in a direct line, a distance of 107.36 feet, to a point in said southeasterly sideline, said point being distant 240 feet northeasterly from the point of beginning; thence southwesterly along said southeasterly sideline to the point of beginning.

Containing: 9,630 square feet, more or less.

Part B:

That portion of Lot 2, of Block 31, of above-mentioned Map of the Alessandro Tract, said block being in the northwest quarter of Section 23, Township 3 South, Range 4 West, San Bernardino Meridian, within that parcel of land described in above-mentioned Quitclaim Deed to the March Joint Powers Authority, described as follows:

Beginning at the intersection of the above-mentioned southeasterly sideline and that certain course having a bearing of N. 19° 23' 15" W. in the generally westerly boundary of Parcel B of MWD Parcel No. PEVAL1-01-740PEA1, as described in Permanent Easement Deed-Pipeline to The Metropolitan Water District of Southern California,

EXHIBIT A-1

**Perris Valley Pipeline
Temporary Easement
PEVAL1-01-800TEA1
March Joint Powers Authority
to MWD**

recorded on June 27, 2012, as Document No. 2012-0297194, of above-mentioned Official Records; thence southwesterly along said southeasterly sideline, a distance of 65 feet; thence easterly in a direct line, a distance of 84.21 feet, to a point in said certain course, said point being distant 67 feet southerly from the point of beginning; thence northerly along said certain course to the point of beginning.

Containing: 2,140 square feet, more or less.

The total area of Parcel No. PEVAL1-01-800TEA1, Parts A and B, is 11,770 square feet, more or less.

All as shown on EXHIBIT B-1 attached hereto and made a part hereof.

END OF DESCRIPTION

Prepared By:



Jeffrey L. Owens, L.S.

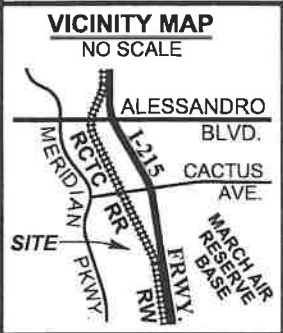
2-7-2022

Date



EXHIBIT B-1

THAT PORTION OF LOT 3, OF BLOCK 30, AND THAT PORTION OF LOT 2, OF BLOCK 31, AS SAID BLOCKS ARE SHOWN ON THE MAP OF THE ALESSANDRO TRACT, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 6, PAGE 13, OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



TRACT NO. 30857-1
(LOT) 6 (POR)
M.B. 371-28-38
 (652.40) (PER R4)

PEVAL1-01-800TEA1 PART A

PEVAL1-01-800TEA1 PART B

O.R. 2002-742244, REC. 12-11-2002
 MARCH JOINT POWERS AUTHORITY (FEE)

(POR. NE1/4 SEC. 22,
 T. 3 S., R. 4 W., S.B.M.)

(POR. NW1/4 SEC. 23,
 T. 3 S., R. 4 W., S.B.M.)

MAP OF
(BLOCK) 30 (POR)
(LOT) 3 (POR)

THE ALESSANDRO TRACT
(BLOCK) 31 (POR)
(LOT) 2 (POR)

M.B. 6 - 13 (S.B. COUNTY FILES)

NOTES:

ALL DISTANCES SHOWN IN GROUND MEASURED FEET UNLESS NOTED OTHERWISE.

BASIS OF BEARINGS BEING THAT COURSE IN THE SOUTHEASTERLY BOUNDARY OF LOT 6, OF TRACT NO. 30857-1, M.B. 371-28-38, SHOWN AS NORTH 59° 52' 12" EAST.

(SEE LEGEND PAGE 2 OF 2)

AREA OF PEVAL1-01-800TEA1, PART A, IS (+/-) 9,630 SQ. FT.
 AREA OF PEVAL1-01-800TEA1, PART B, IS (+/-) 2,140 SQ. FT.
 TOTAL AREA OF PEVAL1-01-800TEA1 IS (+/-) 11,770 SQ. FT.



PREPARED BY:

Jeffrey L. Owens

Jeffrey L. Owens, L.S.

2-7-2022

Date



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
 THE METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE

TEMPORARY EASEMENT

MARCH JOINT POWERS AUTHORITY
 TO MWD

PEVAL1-01-800TEA1

EXHIBIT B-1

PAGE 2 OF 2

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

LEGEND:

- (R1)** = O.R. 2009-0660924, REC. 12-24-2009 (PARCEL NO. PEVAL1-01-780PEA1)
MWD
(EASE - INGRESS AND EGRESS)
- (R2)** = O.R. 2012-0297193, REC. 6-27-2012 (MWD PARCEL NO. PEVAL1-01-740PEA2)
MWD
(EASE.- INGRESS AND EGRESS)
- (R3)** = O.R. 2008-0084498, REC. 2-21-2008 (PARCEL NO. 7730-1)
RIVERSIDE COUNTY TRANSPORTATION COMMISSION (FEE)
- (R4)** = O.R. 2006-0464922, REC. 6-27-2006
CERTIFICATE OF CORRECTION FOR TRACT NO. 30857-1, M.B. 371-28-38
- (R5)** = O.R. 2004-0852537, REC. 10-28-2004
(DIRECTOR'S DEED PARCEL NO. DD008051-01-01) (REF. R.S. 12-15)
MARCH JOINT POWERS AUTHORITY (FEE)
- (R6)** = OR 2012-0297194, REC. 6-27-2012
(PARCEL A OF MWD PARCEL NO. PEVAL1-01-740PEA1)
MWD
(EASE - WATER TRANSPORTATION)
- (R7)** = OR 2012-0297194, REC. 6-27-2012
(PARCEL B OF MWD PARCEL NO. PEVAL1-01-740PEA1)
MWD
(EASE - WATER TRANSPORTATION)
- (R8)** = OR 2010-0183386, REC. 4-21-2010 (PARCEL NO. PEVAL1-01-790PEA1)
MWD
(EASE - TRANSMISSION AND DISTRIBUTION OF WATER)
- (R9)** = O.R. 1994-191848, REC. 5-10-1994 (PORTION OF PARCEL 14)
RIVERSIDE COUNTY TRANSPORTATION COMMISSION (FEE)

() DENOTES RECORD DATA OR RECORD DIMENSION.

P.O.B. = POINT OF BEGINNING.

LAKE MATHEWS DISTRIBUTION TEAM

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE

TEMPORARY EASEMENT

MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL1-01-800TEA1

EXHIBIT A-3

**Perris Valley Pipeline
Temporary Easement
PEVAL1-01-755TEA1
March Joint Powers Authority
to MWD**

Parcel No. PEVAL1-01-755TEA1:

Those portions of that certain parcel of land in the southwest quarter of Section 23, Township 3 South, Range 4 West, San Bernardino Meridian, in the unincorporated territory of the County of Riverside, State of California, within Lots 6 and 7, of Map of a Re-Subdivision of Alessandro, filed in Book 18, pages 16 and 17, of Maps, in the office of the Recorder of the County of Riverside, described in Quitclaim Deed and CERCLA 120(h)(3) Notice to the March Joint Powers Authority, recorded on March 21, 2002, as Document No. 2002-145427, of Official Records, in the office of said recorder, said certain parcel of land also shown as Parcel 5, on map filed in Book 110, pages 30 through 40, inclusive, of Record of Surveys, in the office of said recorder, described as follows:

Part A:

A strip of land 30 feet wide, the easterly sideline of said strip being 30 feet easterly, measured at right angles, from the easterly line of Lot 5, of Tract Map No. 37116-1, as shown on map filed in Book 468, pages 81 through 85, inclusive, of above-mentioned Maps.

Excepting from said 30-foot wide strip of land, that portion lying northerly of the easterly prolongation of the northerly line of said Lot 4, of Tract No. 30857-4, as shown on map filed in Book 435, pages 6 through 14, inclusive, of above-mentioned Maps.

Also excepting from said 30-foot wide strip of land, that portion lying southerly of a line having a bearing of South 82° 00' 09" East and passing through a point in said easterly line, said point being distant along said easterly line, North 19° 22' 37" West 26.55 feet from the southeasterly corner of said Lot 5.

Containing: 22,050 square feet, more or less.

Part B:

Commencing at the intersection of the easterly prolongation of the southerly line of above-mentioned Lot 5 and the westerly sideline of that 200-foot wide strip of land described as Parcel 15, in Correction Grant Deed and Grant of Easement to the Riverside County Transportation Commission, recorded on May 10, 1994, as Document No. 1994-191848, of above-mentioned Official Records, said intersection being the northeasterly corner of Parcel 21640-7, as described in Grant Deed to the County of Riverside, recorded on August 10, 2011, as Document No. 2011-0350312, of said Official Records; thence along

EXHIBIT A-3

**Perris Valley Pipeline
Temporary Easement
PEVAL1-01-755TEA1
March Joint Powers Authority
to MWD**

said westerly sideline, North 19° 22' 37" West 82.32 feet to the true point of beginning; thence continuing along said westerly sideline, North 19° 22' 37" West to the most southerly corner of that parcel of land described as Parcel B of MWD Parcel No. PEVAL1-01-740PEA1, in Permanent Easement Deed-Pipeline to The Metropolitan Water District of Southern California, recorded June 27, 2012, as Document No. 2012-0297194, of said Official Records; thence along the westerly boundary of said Parcel B, North 19° 22' 37" West 88.17 feet; thence South 9° 31' 50" East 163.74 feet to a line parallel with and 28 feet westerly, measured at right angles, from said westerly sideline; thence along said parallel line, South 19° 22' 37" East 665.29 feet to a line having a bearing of South 49° 16' 26" West and passing through the true point of beginning; thence North 49° 16' 26" East 30.06 feet to the true point of beginning.

Containing: 20,740 square feet, more or less.

Total area of Parcel No. PEVAL1-01-755TEA1, Parts A and B, is 42,790 square feet, more or less.

All as shown on EXHIBIT B-3 attached hereto and made a part hereof.

END OF DESCRIPTION

Prepared By:



Jeffrey L. Owens, L.S.

2-7-2022

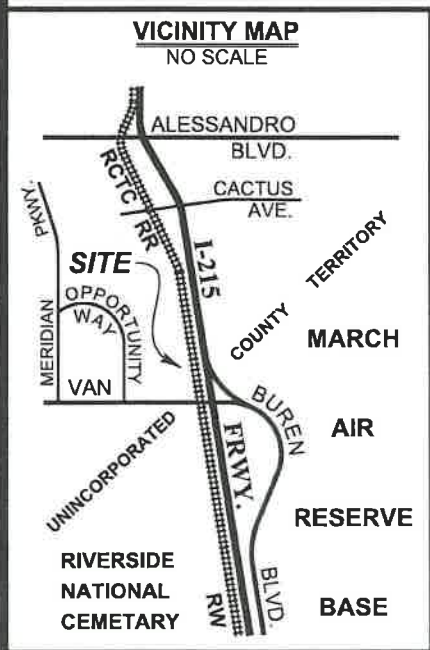
Date



EXHIBIT B-3

THOSE PORTIONS OF THAT CERTAIN PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITHIN LOTS 6 AND 7, OF MAP OF A RE-SUBDIVISION OF ALESSANDRO, FILED IN BOOK 18, PAGES 16 AND 17, OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF RIVERSIDE, DESCRIBED IN QUITCLAIM DEED AND CERCLA 120(h)(3) NOTICE TO THE MARCH JOINT POWERS AUTHORITY, RECORDED ON MARCH 21, 2002, AS DOCUMENT NO. 2002-145427, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID RECORDER, SAID CERTAIN PARCEL OF LAND ALSO SHOWN AS PARCEL 5, ON MAP FILED IN BOOK 110, PAGES 30 THROUGH 40, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF SAID RECORDER.

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



LEGEND:

- (R1) = O.R. 2010-0183386, REC. 4-21-2010 (PARCEL A OF PARCEL PEVAL1-01-730PEA1) MWD (EASE - TRANSMISSION AND DISTRIBUTION OF WATER)
- (R2) = O.R. 2012-0297194, REC. 6-27-2012 (PCL. B, MWD PCL. NO. PEVAL1-01-740PEA1) MWD (EASE - WATER TRANSPORTATION)
- (R3) = PORTION OF PARCEL 5, R.S. 110-30-40
- (R4*) = O.R. 2011-0350312, REC 8-10-2011 (PARCEL 21640-7) COUNTY OF RIVERSIDE (FEE)
- (R5*) = O.R. 2011-0354988, REC. 8-12-2011 (PARCEL 21642-1) COUNTY OF RIVERSIDE (EASE - PUBLIC ROAD AND UTILITY PURPOSES)
- (R6*) = O.R. 2011-0313443, REC 7-18-2011 (PARCEL 21644-1) COUNTY OF RIVERSIDE (FEE)
- (R7) = O.R. BK 1983, PG 180814, #180814, REC. 9-2-1983 (PARCEL 6897-1) STATE OF CALIFORNIA (EASE - FREEWAY INTERCHANGE)

() DENOTES RECORD DATA OR RECORD DIMENSION.

P.O.C. = POINT OF COMMENCING.

T.P.O.B. = TRUE POINT OF BEGINNING.

(*) = PLEASE NOTE THAT PURSUANT TO STATEMENTS IN THIS DOCUMENT, BEARINGS AND DISTANCES SHOWN AND TRAVERSED THEREIN WERE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS) OF 1983, ZONE 6. GROUND DISTANCES CAN BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.0000843.

NOTES:

ALL DISTANCES SHOWN IN GROUND MEASURED FEET UNLESS DERIVED FROM (*R4), (*R5), OR (*R6), WHICH SHOW AND USE GRID DISTANCES.

BASIS OF BEARINGS BEING THE EASTERLY LINE OF LOT 5, OF TRACT MAP NO. 37116-1, AS SHOWN ON MAP FILED IN BOOK 468, PAGES 81 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF RIVERSIDE, SAID EASTERLY LINE HAVING A BEARING OF NORTH 19° 22' 37" WEST ON SAID TRACT.

- AREA OF PARCEL PEVAL1-01-755PEA1: (+/-) 5,270 SQUARE FEET.
- AREA OF PARCEL PEVAL1-01-755TEA1, PART A: (+/-) 22,050 SQUARE FEET.
- AREA OF PARCEL PEVAL1-01-755TEA1, PART B: (+/-) 20,740 SQUARE FEET.
- TOTAL AREA OF PARCEL PEVAL1-01-755TEA1: (+/-) 42,790 SQUARE FEET.



PREPARED BY:

Jeffrey L. Owens

Jeffrey L. Owens, L.S.

2-7-2022

Date



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE
TEMPORARY EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-755TEA1

EXHIBIT B-3

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

**TRACT NO.
30857-4**

SW1/4 SEC. 23
T. 3 S., R. 4 W., S.B.M.

LOT 3 (POR.)
(761.87)
N. 89°46'06" E.

LOT 4 (POR.)

M.B. 435 - 6 - 14

**TRACT NO. MAP
37116-1**

LOT 6 (POR.)

LOT 3 (POR.) LOT 4
M. B. 468 - 81 - 85
--N. 88° 43' 33" E. (470.77) --
-(419.97)-

(65.41) (R6*) (435.58) (49.45) (42.52) (155.81) (123.09) (R5*)

VAN BUREN BLVD.

SEE LEGEND AND PARCEL AREAS ON PAGE 1.



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
TEMPORARY EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-755TEA1**

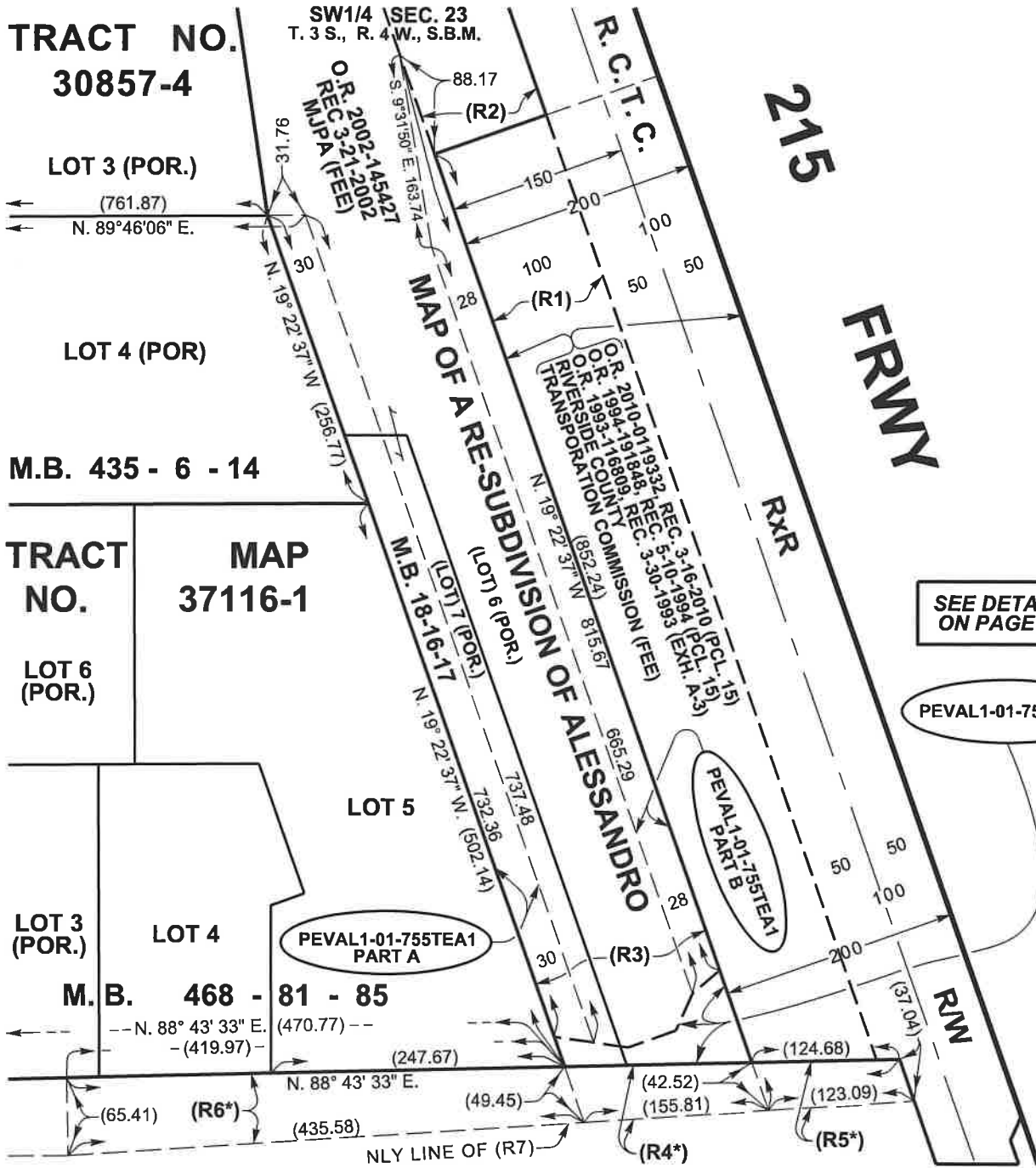
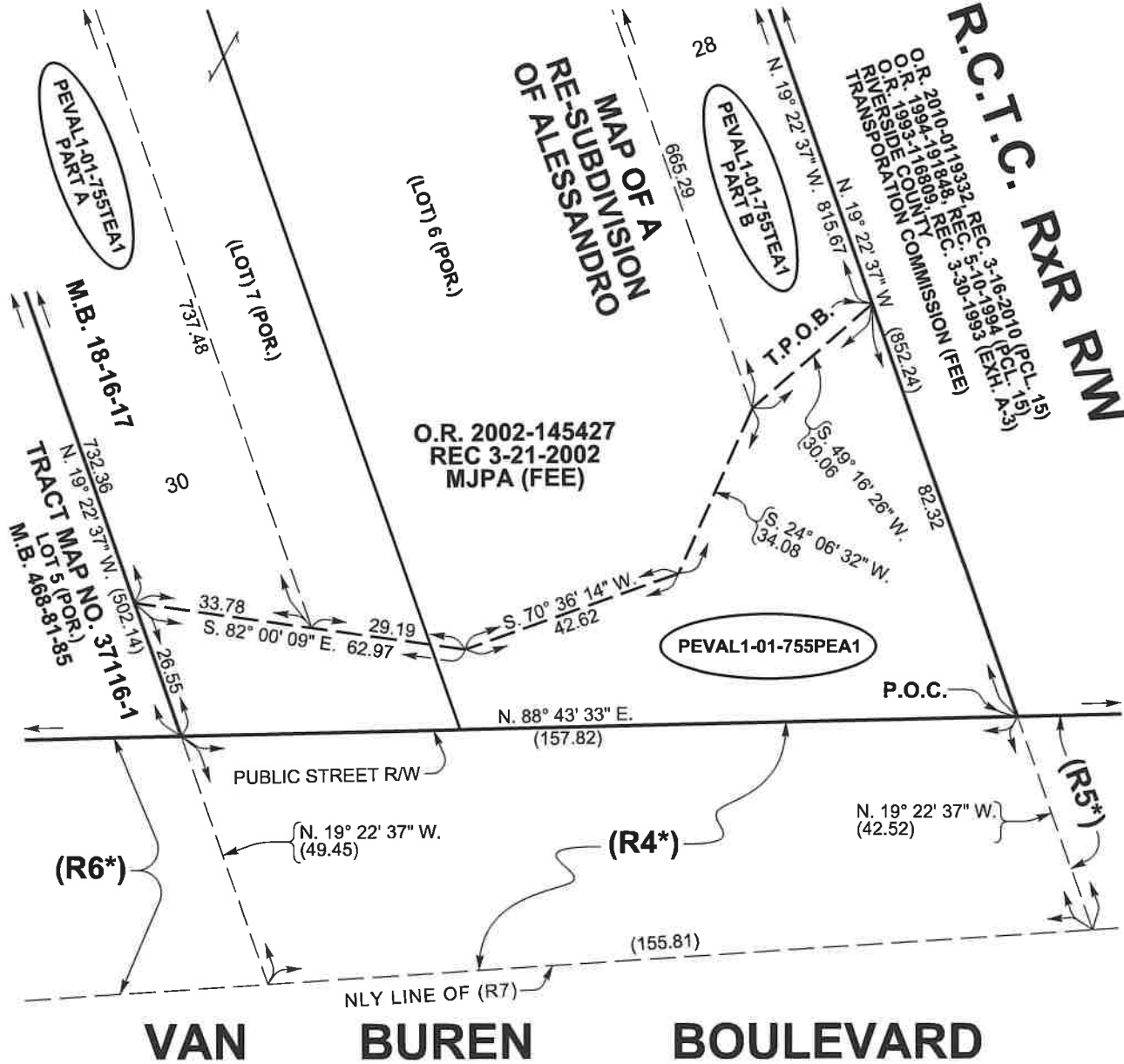


EXHIBIT B-3

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

DETAIL FOR PAGE 2



SEE LEGEND AND PARCEL AREAS ON PAGE 1.



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
 THE METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
 MARCH JOINT POWERS AUTHORITY
 TO MWD
PEVAL1-01-755TEA1

Temporary Easement Deed
MWD Parcel Nos. PEVAL1-01-800TEA1
and PEVAL1-01-755TEA1
APN's 294-060-013; 294-060-018;
and 294-070-037

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me,
_____, a Notary Public in and for said County and State, personally
appeared _____, personally known to me, or 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.

WITNESS my hand and official seal.

Notary Public

Attachment 3

Permanent Access, Pipeline, Tunneling Easements

PEVAL1-01-755PEA1
PEVAL1-01-766PEA1 - Part A, Part B
PEVAL1-01-766PEA2

Recorded at the Request of and Mail to:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Post Office Box 54153

Los Angeles, CA 90054

Attention: Geodetics and Mapping Team

DOCUMENTARY TRANSFER TAX \$ None

(Exempt--Section 11922, California
Revenue and Taxation Code)

RECORDING FEES \$ None

(Exempt – Section 27383 of the Government Code)

PERMANENT ACCESS EASEMENT DEED

MWD No. PEVAL1-01-755PEA1

APN 294-070-037

MARCH JOINT POWERS AUTHORITY (Grantor),
hereby grants to

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
a metropolitan water district duly organized and existing under the Metropolitan Water District
Act of the State of California as amended (Grantee),

a nonexclusive permanent easement to use the real property located in the County of Riverside,
State of California, described in Exhibit A-2 and shown on Exhibit B-2 (Easement area),
attached hereto and incorporated herein by reference, for ingress, egress, and road purposes for
access to the permanent easement of Grantee described in the permanent easement deed recorded
April 21, 2010 as Document No. 2010-0183386, of Official Records, in the office of the County
Recorder of said County.

This grant is subject to the following conditions:

1. Easement Area Access. Grantee shall have vehicular and pedestrian access along the
Easement area and through any of Grantor's fences, walls, or gates at all times which
presently or hereafter cross the Easement area granted herein. Grantor shall not build,
construct or otherwise use the Easement Area in a manner that would obstruct or

Permanent Access Easement Deed
MWD No. PEVAL1-01-755PEA1
APN 294-070-037

otherwise impair Grantee's exercise of its rights under this Permanent Access Easement Deed.

2. Authorized Use of Property. Ingress and egress activity in the Easement area may include, but shall not be limited to, travel for purposes of inspection and patrolling, as well as for construction, maintenance, and repair of Grantee's pipeline and appurtenant facilities on a routine basis, or in the event of an emergency. Notwithstanding anything the contrary herein, Grantee shall have an exclusive right to use the Easement area for ingress, egress and road purposes from September 1, 2022 through August 31, 2024 in connection with Grantee's nearby construction activities.
3. Maintenance of Clearance. Grantee shall have the right to remove, trim, cut or clear away any trees, vegetation or loose materials and soils in or adjacent to the Easement area whenever in Grantee's reasonable judgment the same shall be necessary for the convenience and safe exercise of the rights granted hereby.
4. Repair of Easement. Grantee shall endeavor to minimize damage to the Easement area. Should any damage, excluding normal wear and tear, occur to the Easement area, including, but not limited to, the pavement thereon, Grantee shall promptly repair and return the Easement area to its original condition at Grantee's sole cost and expense.
5. Indemnification. Grantee agrees to defend, indemnify and hold Grantor harmless from and against any and all claims, damages, costs, expenses and attorneys' fees liabilities related to and arising from: (1) Grantee's use of the Easement area or (2) Grantee's use of equipment in the Easement area.
6. Insurance. Grantee confirms that it is a local government entity created under the laws of the State of California and is self-insured for \$25 million dollars against any third-party loss and maintains \$75 million dollars of commercial liability insurance in excess of the self-insurance retention. Grantee shall maintain its self-insurance program in full force during the term of this Easement.
7. Successors and Assigns. The indemnification and insurance provisions described above shall be for the benefit of and binding upon Grantor and Grantee, their successors and assigns, and shall survive the recordation of this Permanent Access Easement Deed.

Permanent Access Easement Deed
MWD No. PEVAL1-01-755PEA1
APN 294-070-037

Dated: _____

MARCH JOINT POWERS AUTHORITY

By _____

Dr. Grace Martin
Executive Director

EXHIBIT A-2

**Perris Valley Pipeline
Permanent Easement
PEVAL1-01-755PEA1
March Joint Powers Authority
to MWD**

Parcel No. PEVAL1-01-755PEA1:

That portion of that certain parcel of land in the southwest quarter of Section 23, Township 3 South, Range 4 West, San Bernardino Meridian, in the unincorporated territory of the County of Riverside, State of California, within Lots 6 and 7, of Map of a Re-Subdivision of Alessandro, filed in Book 18, pages 16 and 17, of Maps, in the office of the Recorder of the County of Riverside, described in Quitclaim Deed and CERCLA 120(h)(3) Notice to the March Joint Powers Authority, recorded on March 21, 2002, as Document No. 2002-145427, of Official Records, in the office of said recorder, said certain parcel of land also shown as Parcel 5, on map filed in Book 110, pages 30 through 40, inclusive, of Record of Surveys, in the office of said recorder, described as follows:

Beginning at the southeasterly corner of Lot 5, of Tract Map No. 37116-1, as shown on map filed in Book 468, pages 81 through 85, inclusive, of said Maps; thence along the easterly prolongation of the southerly line of said Lot 5, said prolongation being the northerly line of Parcel 21640-7, as described in Grant Deed to the County of Riverside, recorded on August 10, 2011, as Document No. 2011-0350312, of said Official Records, to a point in the westerly sideline of that 200-foot wide strip of land described as Parcel 15, in Correction Grant Deed and Grant of Easement to the Riverside County Transportation Commission, recorded on May 10, 1994, as Document No. 1994-191848, of said Official Records, said point being the northeasterly corner of said Parcel 21640-7; thence along said westerly sideline, North 19° 22' 37" West 82.32 feet; thence South 49° 16' 26" West 30.06 feet; thence South 24° 06' 32" West 34.08 feet; thence South 70° 36' 14" West 42.62 feet; thence North 82° 00' 09" West 62.97 feet to the easterly line of said Lot 5; thence along said easterly line, South 19° 22' 37" East 26.55 feet to the point of beginning.

Containing: 5,270 square feet, more or less.

All as shown on EXHIBIT B-2 attached hereto and made a part hereof.

END OF DESCRIPTION

Prepared By:



Jeffrey L. Owens, L.S.

2-7-2022

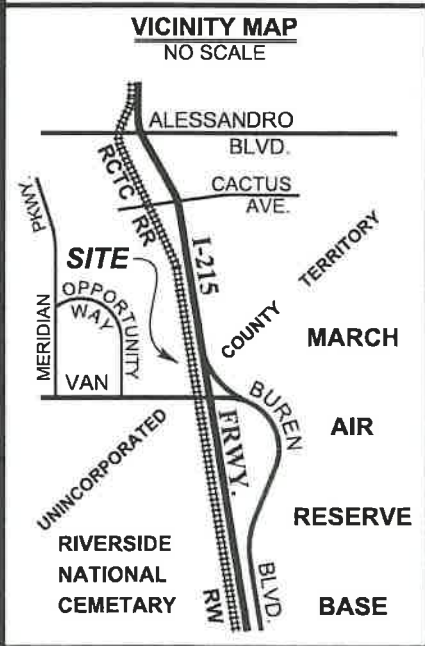
Date



EXHIBIT B-2

THAT PORTION OF THAT CERTAIN PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITHIN LOTS 6 AND 7, OF MAP OF A RE-SUBDIVISION OF ALESSANDRO, FILED IN BOOK 18, PAGES 16 AND 17, OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF RIVERSIDE, DESCRIBED IN QUITCLAIM DEED AND CERCLA 120(h)(3) NOTICE TO THE MARCH JOINT POWERS AUTHORITY, RECORDED ON MARCH 21, 2002, AS DOCUMENT NO. 2002-145427, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID RECORDER, SAID CERTAIN PARCEL OF LAND ALSO SHOWN AS PARCEL 5, ON MAP FILED IN BOOK 110, PAGES 30 THROUGH 40, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF SAID RECORDER.

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



LEGEND:

- (R1) = O.R. 2010-0183386, REC. 4-21-2010 (PARCEL A OF PARCEL PEVAL1-01-730PEA1) MWD (EASE. - TRANSMISSION AND DISTRIBUTION OF WATER)
 - (R2) = O.R. 2012-0297194, REC. 6-27-2012 (PCL. B, MWD PCL. NO. PEVAL1-01-740PEA1) MWD (EASE. - WATER TRANSPORTATION)
 - (R3) = PORTION OF PARCEL 5, R.S. 110-30-40
 - (R4*) = O.R. 2011-0350312, REC 8-10-2011 (PARCEL 21640-7) COUNTY OF RIVERSIDE (FEE)
 - (R5*) = O.R. 2011-0354988, REC 8-12-2011 (PARCEL 21642-1) COUNTY OF RIVERSIDE (EASE. - PUBLIC ROAD AND UTILITY PURPOSES)
 - (R6*) = O.R. 2011-0313443, REC 7-18-2011 (PARCEL 21644-1) COUNTY OF RIVERSIDE (FEE)
 - (R7) = O.R. BK. 1983, PG 180814, #180814, REC. 9-2-1983 (PARCEL 6897-1) STATE OF CALIFORNIA (EASE. - FREEWAY INTERCHANGE)
- () DENOTES RECORD DATA OR RECORD DIMENSION.
P.O.B. = POINT OF BEGINNING.
(*) = PLEASE NOTE THAT PURSUANT TO STATEMENTS IN THIS DOCUMENT, BEARINGS AND DISTANCES SHOWN AND TRAVERSED THEREIN WERE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS) OF 1983, ZONE 6. GROUND DISTANCES CAN BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.0000843.

NOTES:

ALL DISTANCES SHOWN IN GROUND MEASURED FEET UNLESS DERIVED FROM (*R4), (*R5), OR (*R6), WHICH SHOW AND USE GRID DISTANCES.

BASIS OF BEARINGS BEING THE EASTERLY LINE OF LOT 5, OF TRACT MAP NO. 37116-1, AS SHOWN ON MAP FILED IN BOOK 468, PAGES 81 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF RIVERSIDE, SAID EASTERLY LINE HAVING A BEARING OF NORTH 19° 22' 37" WEST ON SAID TRACT.

- AREA OF PARCEL PEVAL1-01-755PEA1: (+/-) 5,270 SQUARE FEET.
- AREA OF PARCEL PEVAL1-01-755TEA1, PART A: (+/-) 22,050 SQUARE FEET.
- AREA OF PARCEL PEVAL1-01-755TEA1, PART B: (+/-) 20,740 SQUARE FEET.
- TOTAL AREA OF PARCEL PEVAL1-01-755TEA1: (+/-) 42,790 SQUARE FEET.



PREPARED BY:

Jeffrey L. Owens

Jeffrey L. Owens, L.S.

2-7-2022

Date



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-755PEA1

EXHIBIT B-2

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

TRACT NO.
30857-4

SW1/4 SEC. 23
T. 3 S., R. 4 W., S.B.M.

LOT 3 (POR.)
(761.87)
N. 89°46'06" E.

LOT 4 (POR.)

M.B. 435 - 6 - 14

TRACT NO.
MAP
37116-1

LOT 6 (POR.)

LOT 3 (POR.)

LOT 4

M. B. 468 - 81 - 85

--N. 88° 43' 33" E. (470.77) --
-(419.97)-

(65.41) (R6*)

(247.67) N. 88° 43' 33" E.

(49.45)

(42.52) (R4*)

(155.81) (R5*)

(123.09) (R5*)

VAN BUREN BLVD.

SEE LEGEND AND PARCEL AREAS ON PAGE 1.



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-755PEA1

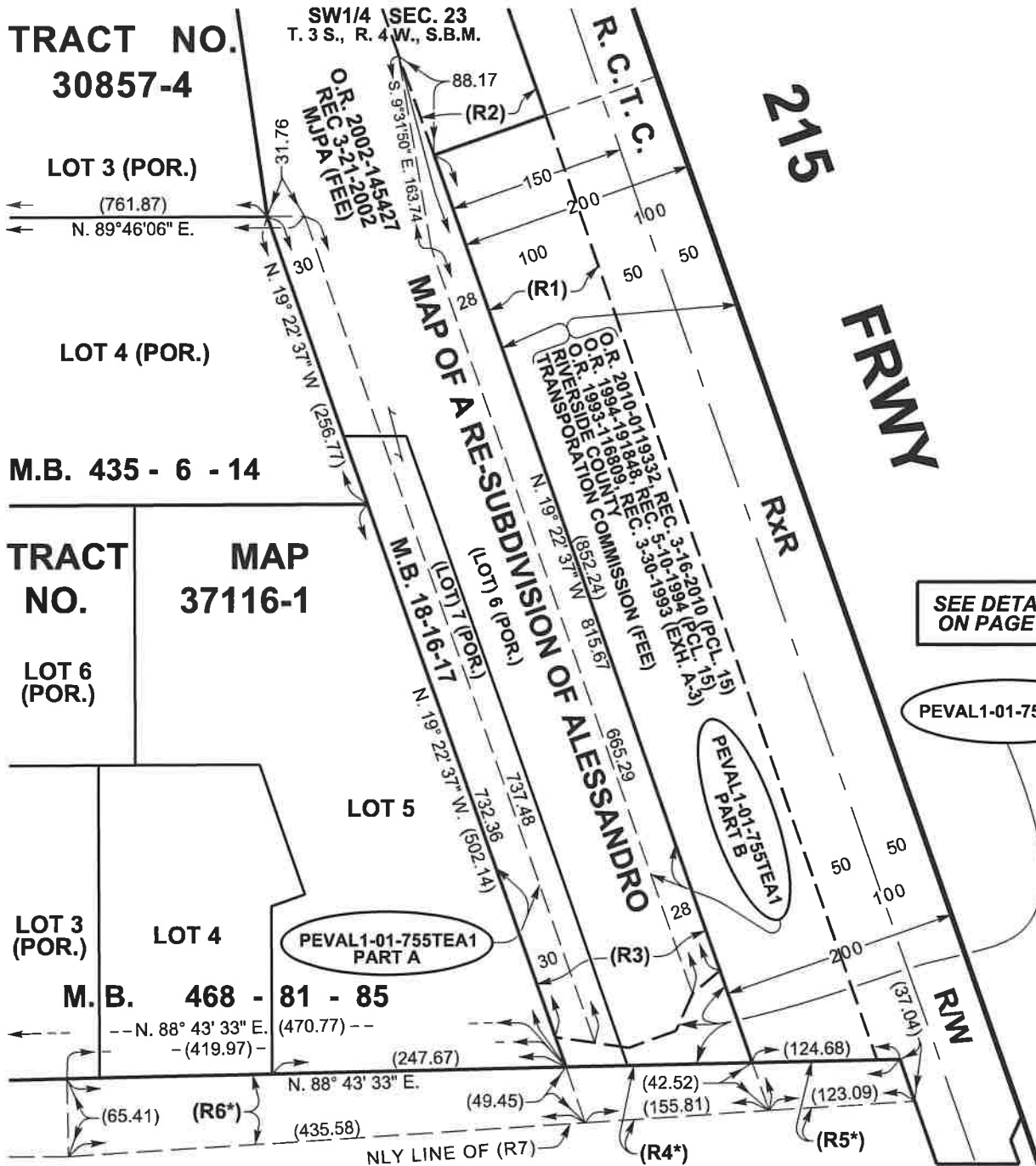
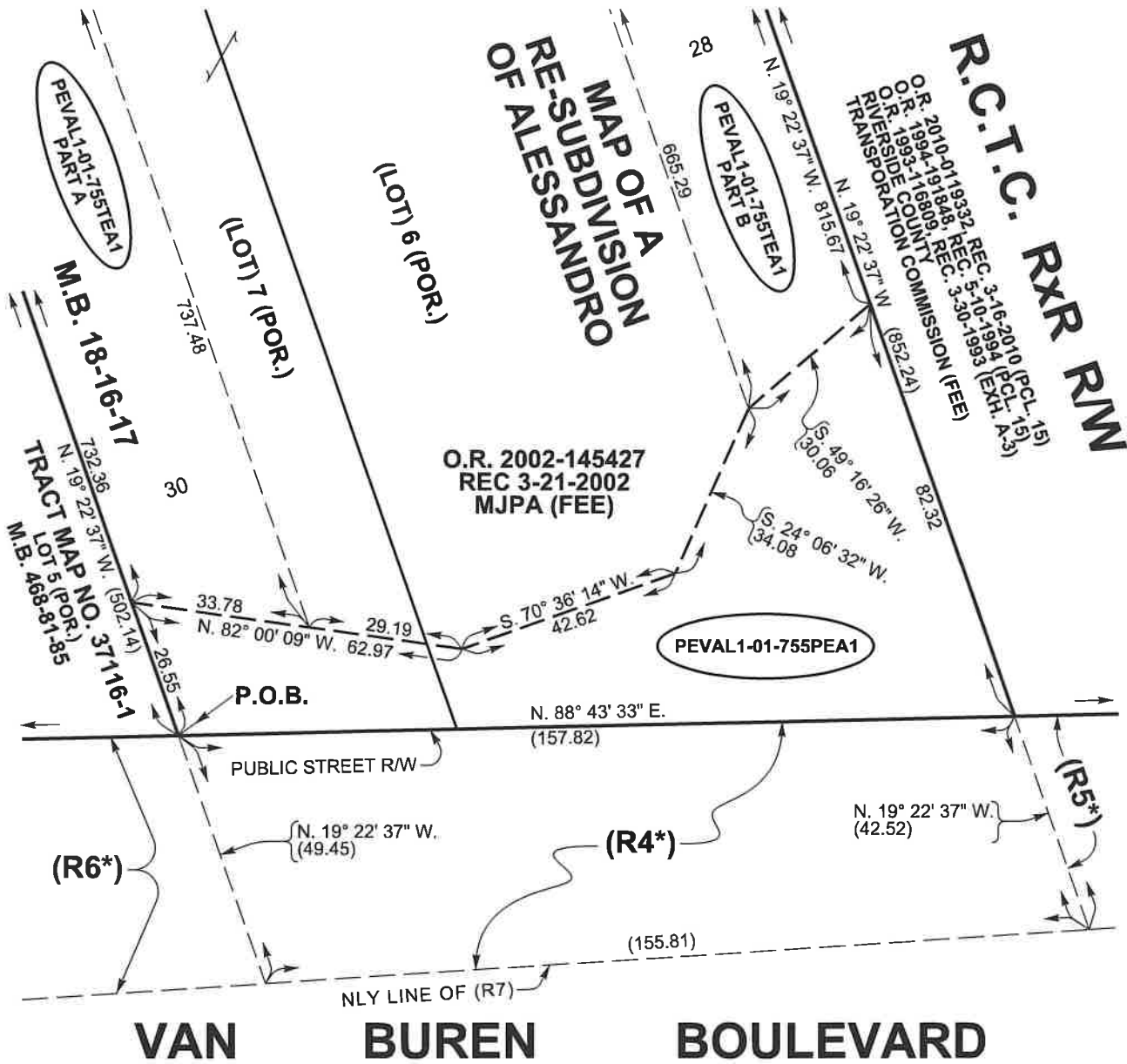


EXHIBIT B-2

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

DETAIL FOR PAGE 2



SEE LEGEND AND PARCEL AREAS ON PAGE 1.



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
 THE METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
 MARCH JOINT POWERS AUTHORITY
 TO MWD
PEVAL1-01-755PEA1

Permanent Access Easement Deed
MWD No. PEVAL1-01-755PEA1
APN 294-070-037

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me,
_____, a Notary Public in and for said County and State, personally
appeared _____, personally known to me, or 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.

WITNESS my hand and official seal.

Notary Public

Recorded at the Request of and Mail to:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
Post Office Box 54153
Los Angeles, CA 90054
Attention: Geodetics and Mapping Team

DOCUMENTARY TRANSFER TAX \$ None
(Exempt--Section 11922, California
Revenue and Taxation Code)

RECORDING FEES \$ None
(Exempt – Section 27383 of the Government Code)

PERMANENT PIPELINE EASEMENT DEED

MWD Parcel No. PEVAL1-01-766PEA1
APN 294-140-013

MARCH JOINT POWERS AUTHORITY (Grantor)
hereby grants to

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
a metropolitan water district duly organized and existing under the Metropolitan Water District
Act of the State of California as amended (Grantee),

a permanent easement to construct, reconstruct, maintain, operate, enlarge, remove, and replace a
line or lines of pipe at any time and from time to time, for water transportation, with every
appendage or structure necessary or convenient to be installed at any time in connection
therewith (the Utility Project), within the property described in Exhibit A-4 and shown on
Exhibit B-4 (Easement area) attached hereto and incorporated herein by reference.

This grant is subject to the following conditions:

1. Structures. No building or other structure, equipment or other personal property of
whatever nature shall be constructed or maintained upon any portion of the Easement area
by Grantor without prior signed written consent of Grantee.
2. Repair of Easement. In conducting such activities, the Grantee shall endeavor to minimize
damage to the Easement area. Should any damage, excluding normal wear and tear, occur
to the Easement area as a result of the Utility Project activities, including, but not limited

Permanent Pipeline Easement Deed
MWD Parcel No. PEVAL1-01-766PEA1
APN 294-140-013

to, the pavement thereon, Grantee shall promptly repair and return the Easement area to its original condition at Grantee's sole cost and expense.

3. Trees. Grantor shall not plant trees within fifteen (15) feet of the centerline of Grantee's pipeline. Trees shall be permitted to be planted and maintained on the remaining portion of the Easement area; provided, however, if Grantee should require use of the remaining portion of the Easement area for replacement or relocation of its pipeline, or for a future pipeline, Grantee shall remove any such trees and shall not permit trees to be replanted within fifteen (15) feet of the centerline of its replaced, relocated, or future pipeline.
4. Indemnification. Grantee agrees to defend, indemnify and hold Grantor harmless from and against any and all claims, damages, costs, expenses and attorneys' fees liabilities related to and arising from: (1) Grantee's use of the Easement area; (2) Grantee's construction, maintenance and repair of the Utility Project; or (3) Grantee's use of equipment on the Easement area.
5. Insurance. Grantee confirms that it is a local government entity created under the laws of the State of California and is self-insured for \$25 million dollars against any third-party loss and maintains \$75 million dollars of commercial liability insurance in excess of the self-insurance retention. Grantee shall maintain its self-insurance program in full force during the term of this Easement.
6. Successors and Assigns. The indemnification and insurance provisions described above shall be for the benefit of and binding upon Grantor and Grantee, their successors and assigns, and shall survive the recordation of this Permanent Pipeline Easement Deed.

Dated: _____

MARCH JOINT POWERS AUTHORITY

By _____

Dr. Grace Martin
Executive Director

EXHIBIT A-4

**Perris Valley Pipeline
Permanent Easement
PEVAL1-01-766PEA1 and
PEVAL1-01-766PEA2
March Joint Powers Authority
to MWD**

Parcel No. PEVAL1-01-766PEA1:

Part A:

That portion of that certain parcel of land in the east half of Section 26, Township 3 South, Range 4 West, San Bernardino Meridian, in the unincorporated territory of the County of Riverside, State of California, described in Quitclaim Deed to the March Joint Powers Authority, recorded on December 10, 2001, as Document No. 2001-611917, of Official Records, in the office of the Recorder of the County of Riverside, said certain parcel of land also shown as Parcel 11, on map filed in Book 110, pages 30 through 40, inclusive, of Record of Surveys, in the office of said recorder, within a strip of land 20 feet wide, lying 10 feet on each side of the following described centerline:

Commencing at the northeasterly corner of that parcel of land described as Parcel 21640-7, in Grant Deed to the County of Riverside, recorded on August 10, 2011, as Document No. 2011-0350312, of said Official Records, said corner being a point in the westerly sideline of that 200-foot wide strip of land described as Parcel 15, in Correction Grant Deed and Grant of Easement to the Riverside County Transportation Commission, recorded on May 10, 1994, as Document No. 1994-191848, of said Official Records; thence along said westerly sideline, North 19° 22' 57" West 168.62 feet to the true point of beginning; thence North 75° 01' 36" East 656.56 feet; thence South 35° 13' 43" East 1368.16 feet to a point hereby designated as Point "A"; thence South 11° 50' 34" West 954.63 feet.

Excepting from said 20-foot wide strip of land, that portion lying westerly of that 800-foot radius curve in the easterly boundary of Parcel 21640-9, as described in Easement Deed to the County of Riverside, recorded on August 28, 2012, as Document No. 2012-0408345, of said Official Records.

Also excepting from said 20-foot wide strip of land, that portion lying southerly of the southerly boundary of a strip of land 40 feet wide, lying 20 feet on each side of the following described centerline:

Commencing at above designated Point "A"; thence along said course having a bearing and length of South 35° 13' 43" East 1368.16 feet, North 35° 13' 43" West 34.91 feet; thence North 76° 18' 54" East 7.90 feet to the true point of beginning; thence South 13° 41' 06" East 40.00 feet.

Containing: 2,180 square feet, more or less.

EXHIBIT A-4

**Perris Valley Pipeline
Permanent Easement
PEVAL1-01-766PEA1 and
PEVAL1-01-766PEA2
March Joint Powers Authority
to MWD**

Part B:

That portion of above-mentioned certain parcel of land within a strip of land 40 feet wide, lying 20 feet on each side of the following described centerline:

Commencing at above designated Point "A"; thence along above-mentioned course having a bearing and length of South 35° 13' 43" East 1368.16 feet, North 35° 13' 43" West 34.91 feet; thence North 76° 18' 54" East 7.90 feet to the true point of beginning; thence South 13° 41' 06" East 40.00 feet.

Excepting from said 40-foot wide strip of land, that portion within above-described Part A.

Containing: 750 square feet, more or less.

The total area of Parcel No. PEVAL1-01-766PEA1, Parts A and B, is 2,930 square feet, more or less.

Parcel No. PEVAL1-01-766PEA2:

That portion of above-mentioned certain parcel of land, lying between the elevations of 1485.00 feet and 1520.00 feet, inclusive, based on the North American Vertical Datum of 1988, as published in May 1994, by the National Geodetic Survey, within a strip of land 20 feet wide, lying 10 feet on each side of the following described centerline:

Beginning at above-designated Point "A"; thence South 11° 50' 34" West 954.63 feet.

Excepting from said 20-foot wide strip of land, that portion lying northerly of the southerly boundary of a strip of land 40 feet wide, lying 20 feet on each side of the following described centerline:

Commencing at above designated Point "A"; thence along above-mentioned course having a bearing and length of South 35° 13' 43" East 1368.16 feet, North 35° 13' 43" West 34.91 feet; thence North 76° 18' 54" East 7.90 feet to the true point of beginning; thence South 13° 41' 06" East 40.00 feet.

Also excepting from said 20-foot wide strip of land, that portion lying westerly of the easterly boundary of Parcel 21640-10, as described in Easement Deed to the County of Riverside, recorded on August 28, 2012, as Document No. 2012-0408345, of above-mentioned Official Records.

EXHIBIT A-4

**Perris Valley Pipeline
Permanent Easement
PEVAL1-01-766PEA1 and
PEVAL1-01-766PEA2
March Joint Powers Authority
to MWD**

Containing: 13,440 square feet, more or less.

All as shown on EXHIBIT B-4 attached hereto and made a part hereof.

END OF DESCRIPTION

Prepared By:



Jeffrey L. Owens, L.S.

2-7-2022

Date



EXHIBIT B-4

THOSE PORTIONS OF THAT CERTAIN PARCEL OF LAND IN THE EAST HALF OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED IN QUITCLAIM DEED TO THE MARCH JOINT POWERS AUTHORITY, RECORDED ON DECEMBER 10, 2001, AS DOCUMENT NO. 2001-611917, OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF RIVERSIDE, SAID CERTAIN PARCEL OF LAND ALSO SHOWN AS PARCEL 11, ON MAP FILED IN BOOK 110, PAGES 30 THROUGH 40, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF SAID RECORDER.

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

LEGEND:

- (R1) = TRACT MAP NO. 37116-1, M.B. 468-81-85
- (R2) = O.R. 2011-0313443, REC 7-18-2011 (PARCEL 21644-1) COUNTY OF RIVERSIDE (FEE)
- (R3) = O.R. 2010-0183386, REC. 4-21-2010 (PARCEL A OF PARCEL PEVAL1-01-730PEA1) MWD (EASE-TRANSMISSION AND DISTRIBUTION OF WATER)
- (R4) = O.R. 2012-0408345, REC. 8-28-2012 (PARCEL 21640-9) COUNTY OF RIVERSIDE (EASE-PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES) (UNMAINTAINED ROADWAY)
- (R5) = O.R. 2001-611917, REC. 12-10-2001 MARCH JOINT POWERS AUTHORITY (FEE)
- (R6) = PARCEL 11 (PORTION), R.S. 110-30-40
- (R7) = O.R. 2012-0408345, REC. 8-28-2012 (PARCEL 21640-5) COUNTY OF RIVERSIDE (EASE-PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES)
- (R8) = O.R. 2012-0408345, REC. 8-28-2012 (PARCEL 21640-10) COUNTY OF RIVERSIDE (EASE-PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES)
- (R9)(**) = O.R. 2009-0326343, REC.6-26-2009 (MWD PARCEL NO. PEVAL1-01-710PEA1) MWD (EASE-WATER TRANSPORTATION)
- (R10) = O.R. 2016-0155383, REC.4-20-2016 (PARCEL 21640-2) STATE OF CALIFORNIA, DEPT. OF TRANSPORTATION (FEE)
- (R11) = BDY OF PARCEL 19870-1, O.R. 2004-0852536, REC. 10-28-2004, AS SHOWN AND DELINEATED ON STATE OF CALIFORNIA RIGHT OF WAY MAP NOS. 78108-02, 78108-03, AND 78108-04, FOR STATE ROUTE 194, AND ON STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP NOS. 78717-02, 78717-03, AND 78717-04, FOR STATE ROUTE 215, ALL ON FILE IN THE OFFICE OF THE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION, STATE OF CALIFORNIA FOR DISTRICT 8, IN THE COUNTY OF RIVERSIDE.

(**) = WHERE THE WESTERLY BOUNDARY OF (R9) CALLS TO THE NORTHEASTERLY R/W LINE OF INTERSTATE ROUTE 215, SAID NORTHEASTERLY R/W LINE WAS HELD AND DEPICTED AS DESCRIBED AND SHOWN IN (R11).

() DENOTES RECORD DATA OR RECORD DIMENSION.

(GRID) DENOTES A RECORD LENGTH MEASURED IN THE CALIFORNIA COORDINATE SYSTEM (CCS), AS DETAILED IN THE REFERENCED MAP OR DEED. EACH REFERENCED MAP OR DEED CITES THE SPECIFIC CCS, THE ZONE IN THE CCS, AND THE COMBINATION FACTOR TO MULTIPLY THE GRID DISTANCES TO OBTAIN GROUND DISTANCES.

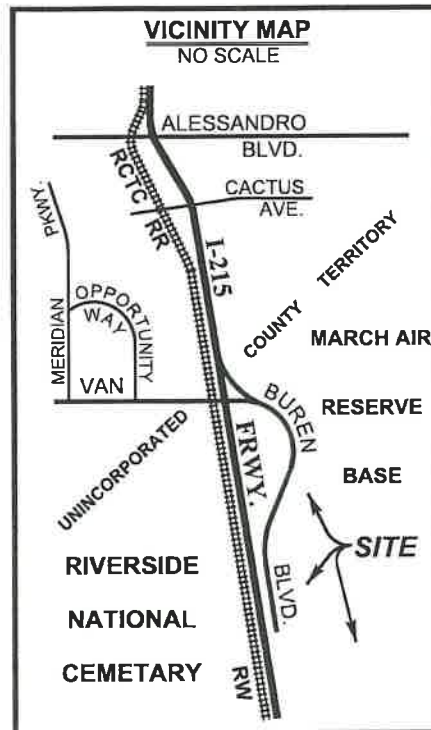
- P.O.B. = POINT OF BEGINNING.
- P.O.C. = POINT OF COMMENCING.
- T.P.O.B. = TRUE POINT OF BEGINNING.

NOTES:

ALL DISTANCES SHOWN IN FEET OF GROUND MEASUREMENT UNLESS NOTED OTHERWISE.

BASIS OF BEARINGS BEING THE WESTERLY SIDELINE OF THAT 200-FOOT WIDE STRIP OF LAND DESCRIBED AS PARCEL 15, IN CORRECTION GRANT DEED AND GRANT OF EASEMENT TO THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION RECORDED ON MAY 10, 1994, AS DOCUMENT NO. 1994-191848, OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF RIVERSIDE, SAID WESTERLY SIDELINE HAVING A BEARING OF NORTH 19° 22' 57" WEST AS DESCRIBED IN GRANT DEED TO THE COUNTY OF RIVERSIDE RECORDED ON AUGUST 10, 2011, AS DOCUMENT NO. 2011-0350312, OF SAID OFFICIAL RECORDS.

SEE PARCEL AREAS ON PAGE 2.



PREPARED BY:

Jeffrey L. Owens
Jeffrey L. Owens, L.S.

2-7-2022

Date



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

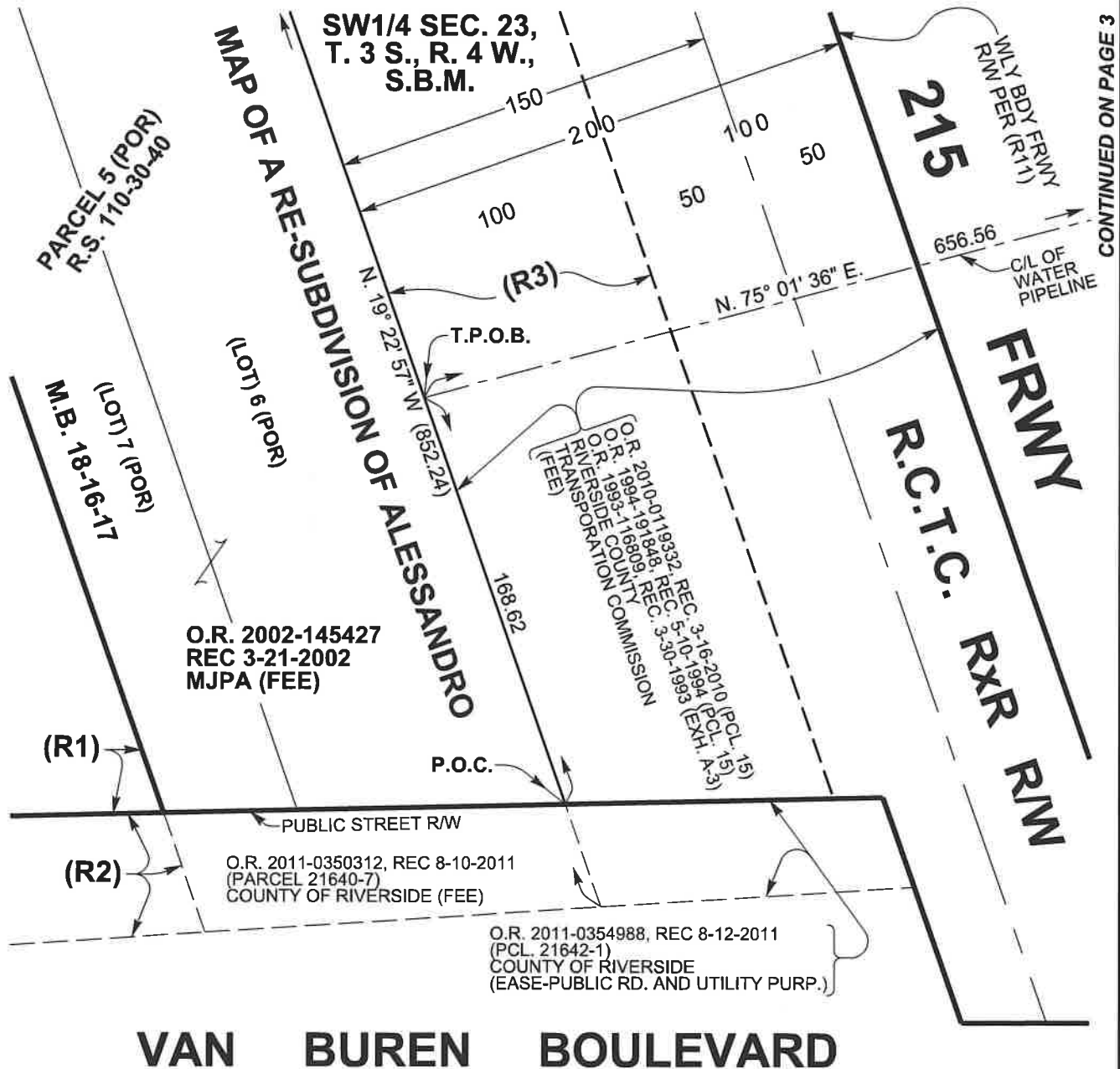
**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT**

MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



CONTINUED ON PAGE 3

SEE PAGE 1 FOR LEGEND.

AREAS OF PARCELS:

- PARCEL PEVAL1-01-766PEA1, PART A: (+/-) 2,180 SQ. FT.
- PARCEL PEVAL1-01-766PEA1, PART B: (+/-) 750 SQ. FT.
- PARCEL PEVAL1-01-766PEA1 (TOTAL): (+/-) 2,930 SQ. FT.
- PARCEL PEVAL1-01-766PEA2: (+/-) 13,440 SQ. FT.
- PARCEL PEVAL1-01-766TEA1: (+/-) 347,190 SQ. FT. OR (+/-) (7.9704 ACS.)

(THE AREA OF PARCEL PEVAL1-01-766TEA1 INCLUDES THE AREA WITHIN PARCEL PEVAL1-01-766PEA2)



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2**

EXHIBIT B-4

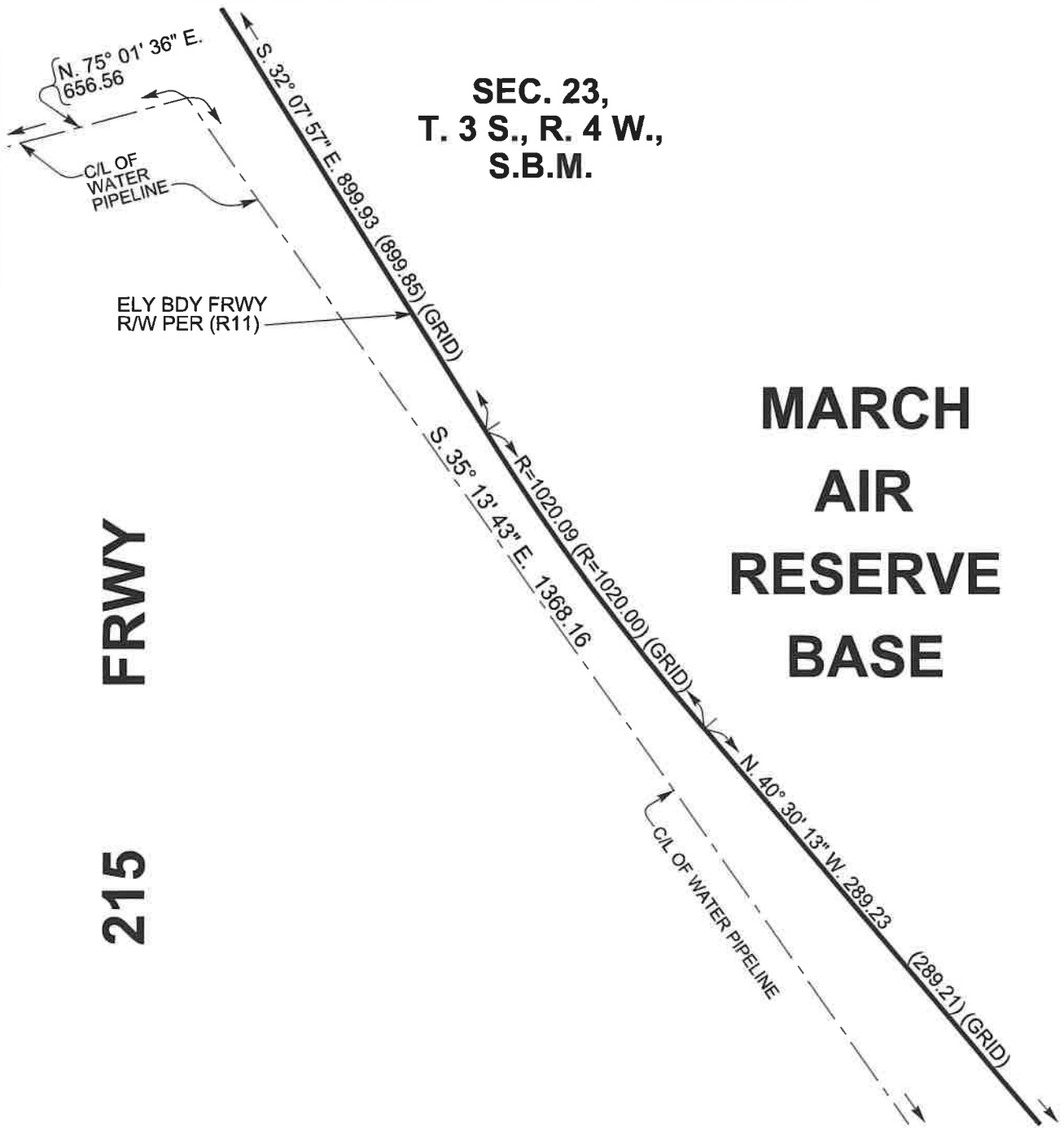
THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

**SEC. 23,
T. 3 S., R. 4 W.,
S.B.M.**

**MARCH
AIR
RESERVE
BASE**

**FRWY
215**

CONTINUED ON PAGE 2



ELY BDY FRWY
R/W PER (R11)

C/L OF
WATER
PIPELINE

C/L OF WATER PIPELINE

CONTINUED ON PAGE 4

LAKE MATHEWS DISTRIBUTION TEAM

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE

PERMANENT EASEMENT

MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



NO SCALE

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION
CONTINUED ON PAGE 3

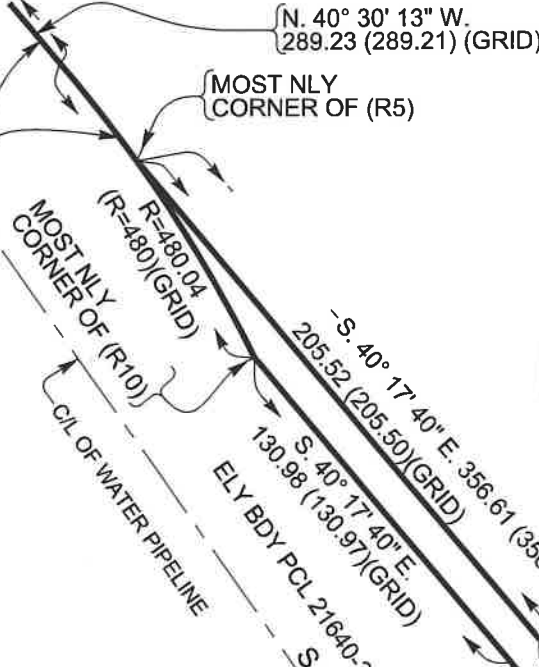
**EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.**

MARCH AIR RESERVE BASE

FRWY

215

ELY BDY
FRWY R/W
PER (R11)



PEVAL1-01-766TEA1

S. 30° 03' 30\"/>
2655.68 (2655.49)(GRID)

(R5)
(R4)
(R6)

R=800.07
(R=800.00)(GRID)

CONTINUED ON PAGE 5

LAKE MATHEWS DISTRIBUTION TEAM

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT**

MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



NO SCALE

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION
CONTINUED ON PAGE 4

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.

**EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.**

**MARCH
AIR
RESERVE
BASE**

**215
FRWY**

$\Delta = 3^\circ 24' 58''$
 $R = 800.07$
 $L = 47.70$

(R4)

ELY BDY PCL 21640-2, O.R. 2016-0155383, REC. 4-20-2016. (R10)

R=788.07 (R=788.00)(GRID)

R=800.07 (R=800.00)(GRID)

PEVAL1-01-766TEA1

PEVAL1-01-766PEA2

**SEE DETAIL
ON PAGE 10**

BASE

O.R. 2001-611917, REC. 12-10-2001
**MARCH JOINT POWERS AUTHORITY (FEE)
(R5)**

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2**



NO SCALE

161.68
(161.67)(GRID)

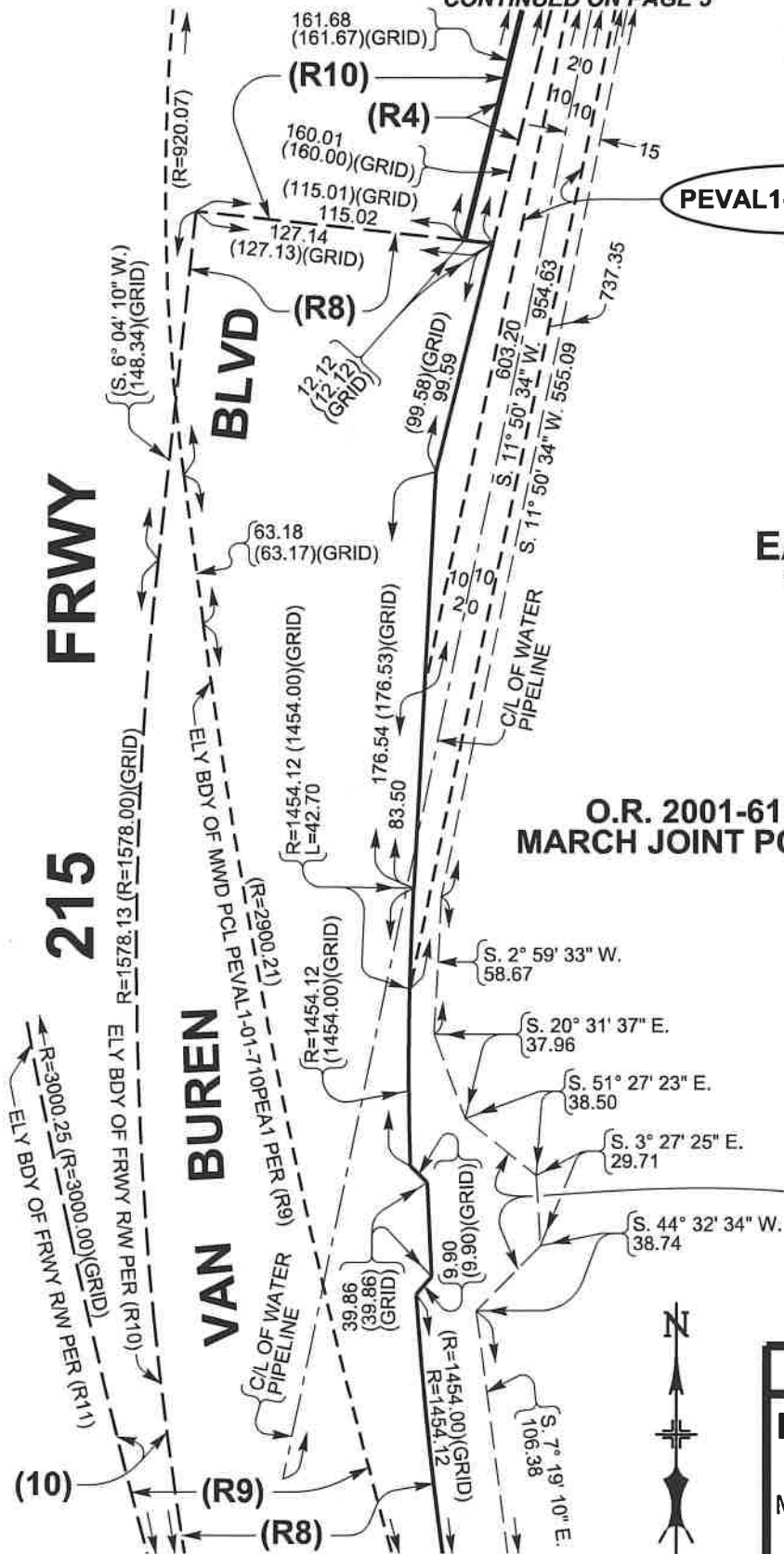
160.01
(160.00)(GRID)

CONTINUED ON PAGE 6

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION
CONTINUED ON PAGE 5

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



PARCEL 11 (POR.),
R.S. 110-30-40
(R6)

EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.

O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
(R5)

PEVAL1-01-766TEA1

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT**
MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2



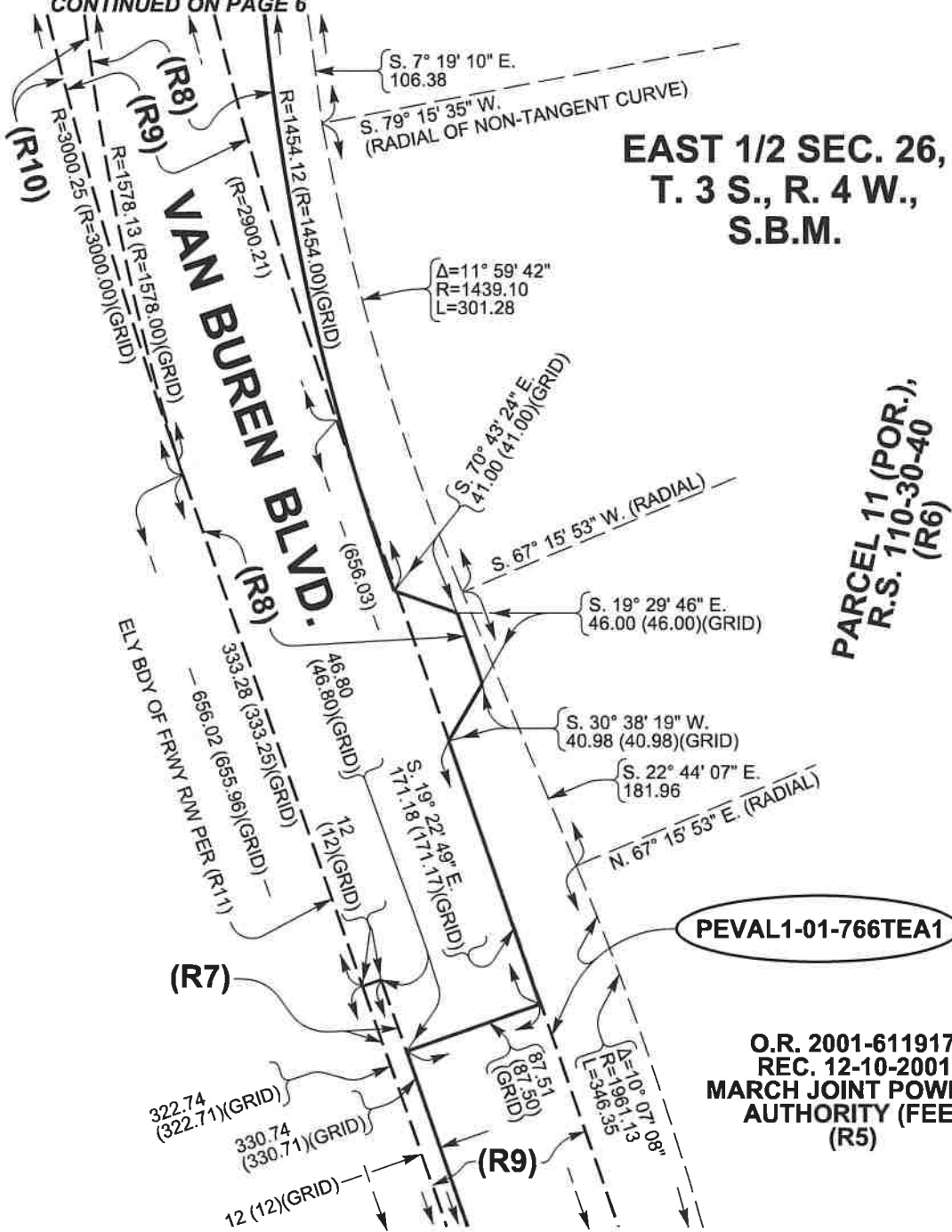
NO SCALE

CONTINUED ON PAGE 7

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION
CONTINUED ON PAGE 6

215 FRWY



**EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.**

**PARCEL 11 (POR.),
R.S. 110-30-40
(R6)**

PEVAL1-01-766TEA1

**O.R. 2001-611917
REC. 12-10-2001
MARCH JOINT POWERS
AUTHORITY (FEE)
(R5)**

CONTINUED ON PAGE 8

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2**

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



NO SCALE

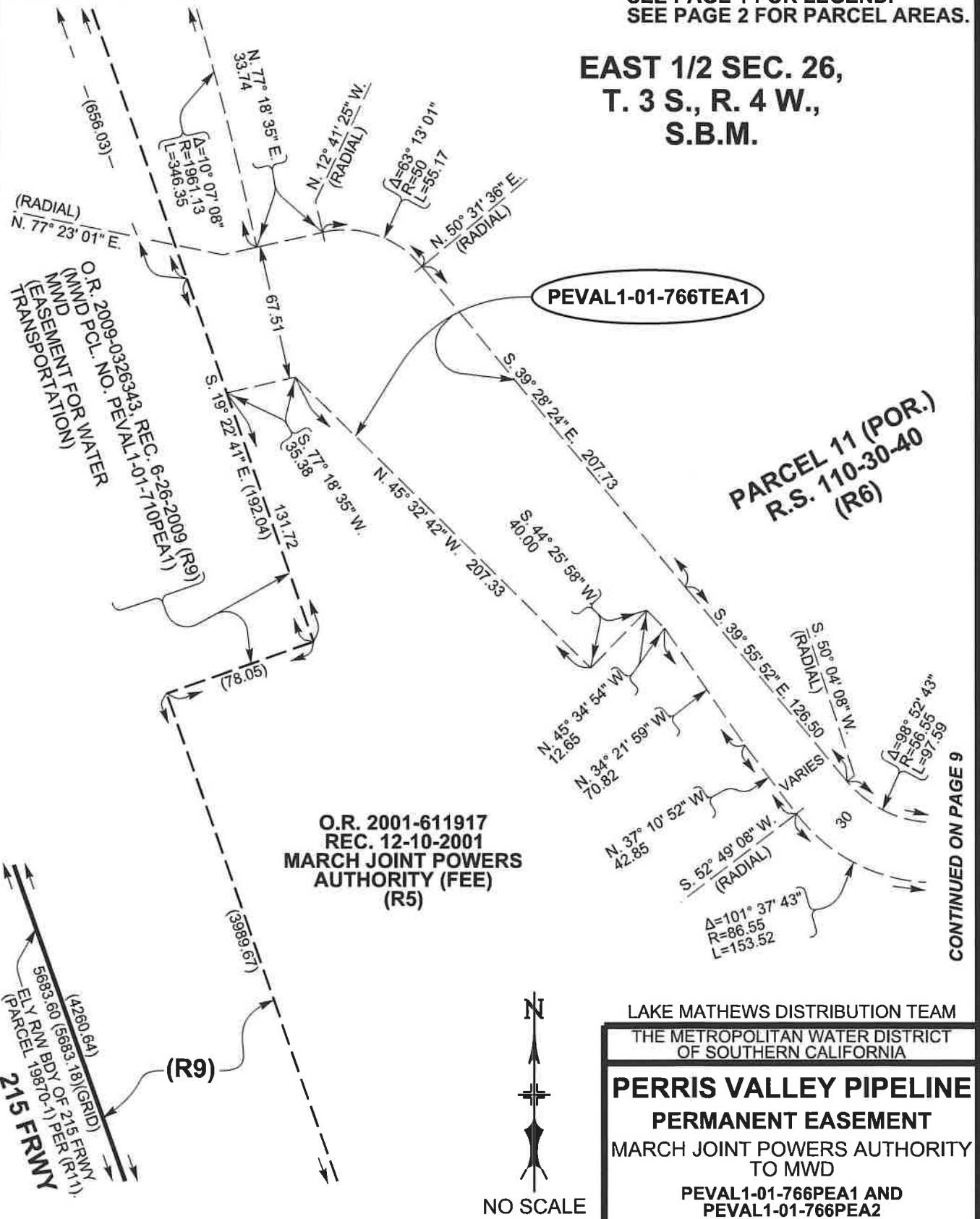
EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

CONTINUED ON PAGE 7

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.

EAST 1/2 SEC. 26, T. 3 S., R. 4 W., S.B.M.



CONTINUED ON PAGE 9

LAKE MATHEWS DISTRIBUTION TEAM
 THE METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
 PERMANENT EASEMENT
 MARCH JOINT POWERS AUTHORITY
 TO MWD**

PEVAL1-01-766PEA1 AND
 PEVAL1-01-766PEA2

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

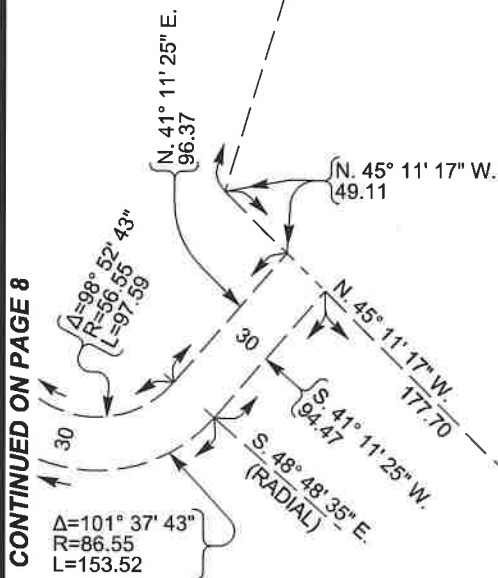
**EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.**

**MARCH AIR
RESERVE
BASE**

PEVAL1-01-766TEA1

**O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
(R5)**

**PARCEL 11 (POR.)
R.S. 110-30-40
(R6)**



CONTINUED ON PAGE 8



NO SCALE

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.

LAKE MATHEWS DISTRIBUTION TEAM
 THE METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
 PERMANENT EASEMENT**

MARCH JOINT POWERS AUTHORITY
 TO MWD

PEVAL1-01-766PEA1 AND
 PEVAL1-01-766PEA2

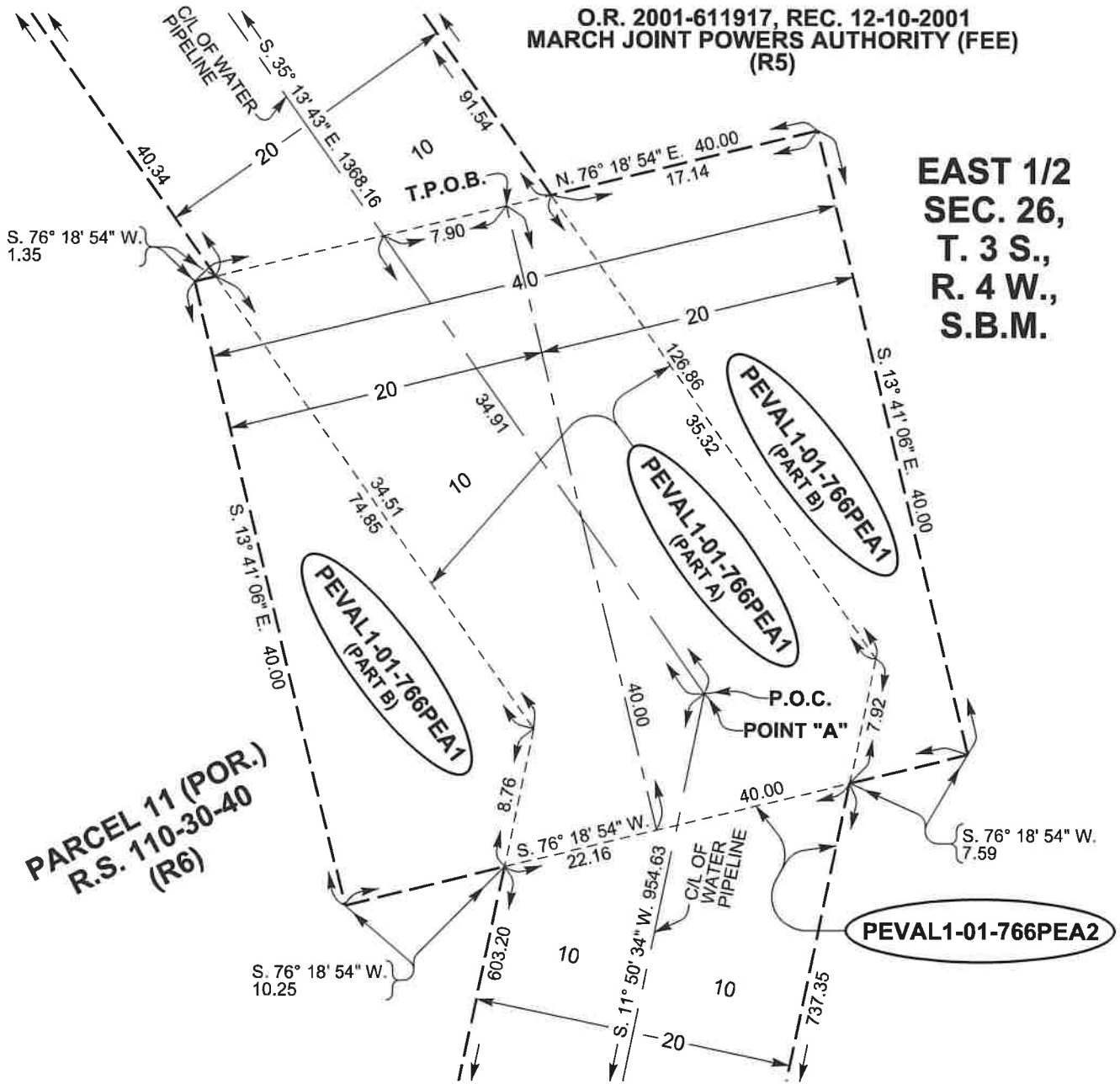
EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

CONTINUED ON PAGE 5

O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
(R5)

EAST 1/2
SEC. 26,
T. 3 S.,
R. 4 W.,
S.B.M.



PARCEL 11 (POR.)
R.S. 110-30-40
(R6)

CONTINUED ON PAGE 5

DETAIL FOR PAGE 5

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT**
MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL-1-01-766PEA1 AND
PEVAL-1-01-766PEA2

Permanent Pipeline Easement Deed
MWD Parcel No. PEVAL1-01-766PEA1
APN 294-140-013

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me,
_____, a Notary Public in and for said County and State, personally
appeared _____, personally known to me, or 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.

WITNESS my hand and official seal.

Notary Public

Recorded at the Request of and Mail to:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
Post Office Box 54153
Los Angeles, CA 90054
Attention: Geodetics and Mapping Team

DOCUMENTARY TRANSFER TAX \$ None
(Exempt--Section 11922, California
Revenue and Taxation Code)

RECORDING FEES \$ None
(Exempt – Section 27383 of the Government Code)

PERMANENT TUNNEL EASEMENT DEED

MWD Parcel No. PEVAL1-01-766PEA2
APN 294-140-013

MARCH JOINT POWERS AUTHORITY (Grantor)
hereby grants to

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
a metropolitan water district duly organized and existing under the Metropolitan Water District
Act of the State of California as amended (Grantee),

a permanent easement to construct, operate, maintain, reconstruct, or enlarge, a tunnel beneath the surface of that certain real property (the "Property") in the County of Riverside, State of California, described on Exhibit "A-4" attached hereto and incorporated herein and shown on Exhibit "B-4" attached hereto and incorporated herein, for transportation of water within such tunnel or tunnels, without the right of access to the surface of the Property, except for the purpose of making any survey thereon which may be required in connection with the construction of such tunnel or tunnels. Grantee shall have the exclusive and perpetual use of the Easement Area.

This grant is subject to the following conditions:

1. Use. Grantor may use the Property above or adjacent to the Easement Area in a manner which will not unreasonably interfere with or prohibit the use and enjoyment by Grantee of the rights and interests granted by this Tunnel Easement Deed; provided that Grantee shall have the right to review and approve, which approval shall not be unreasonably withheld, plans and specifications for excavation or construction above or adjacent to the Easement

Permanent Tunnel Easement Deed
MWD Parcel No. PEVAL1-01-766PEA2
APN 294-140-013

Area. Grantor agrees that there shall be no use of the Property above or adjacent to the Easement Area that would interfere with, damage or endanger Grantee's water conveyance facilities or subsurface excavation therefor, or construction, maintenance, replacement, enjoyment, or use thereof.

2. Repair of Easement. In conducting such activities, the Grantee shall endeavor to minimize damage to the Easement area. Should any damage, excluding normal wear and tear, occur to the Easement area as a result of the use, including, Grantee shall promptly repair return the surface of the Easement area to its original condition at Grantee's sole cost and expense.
3. Indemnification. Grantee agrees to defend, indemnify and hold Grantor harmless from and against any and all claims, damages, costs, expenses and attorneys' fees liabilities related to and arising from: (1) Grantee's use of the Easement area; (2) Grantee's construction, maintenance and repair of the tunnel; or (3) Grantee's use of equipment on the Easement area.
4. Insurance. Grantee confirms that it is a local government entity created under the laws of the State of California and is self-insured for \$25 million dollars against any third-party loss and maintains \$75 million dollars of commercial liability insurance in excess of the self-insurance retention. Grantee shall maintain its self-insurance program in full force during the term of this Easement.
5. Successors and Assigns. The rights and interests granted by this Tunnel Easement Deed shall be assignable to and inure to the benefit of Grantee's successors and assigns. This Tunnel Easement Deed shall be binding upon Grantor's heirs, successors and assigns. The indemnification and insurance provisions described above shall be for the benefit of and binding upon Grantor and Grantee, their successors and assigns, and shall survive the recordation of this Tunnel Easement Deed.

Dated: _____

MARCH JOINT POWERS AUTHORITY

By _____

Dr. Grace Martin
Executive Director

EXHIBIT A-4

**Perris Valley Pipeline
Permanent Easement
PEVAL1-01-766PEA1 and
PEVAL1-01-766PEA2
March Joint Powers Authority
to MWD**

Parcel No. PEVAL1-01-766PEA1:

Part A:

That portion of that certain parcel of land in the east half of Section 26, Township 3 South, Range 4 West, San Bernardino Meridian, in the unincorporated territory of the County of Riverside, State of California, described in Quitclaim Deed to the March Joint Powers Authority, recorded on December 10, 2001, as Document No. 2001-611917, of Official Records, in the office of the Recorder of the County of Riverside, said certain parcel of land also shown as Parcel 11, on map filed in Book 110, pages 30 through 40, inclusive, of Record of Surveys, in the office of said recorder, within a strip of land 20 feet wide, lying 10 feet on each side of the following described centerline:

Commencing at the northeasterly corner of that parcel of land described as Parcel 21640-7, in Grant Deed to the County of Riverside, recorded on August 10, 2011, as Document No. 2011-0350312, of said Official Records, said corner being a point in the westerly sideline of that 200-foot wide strip of land described as Parcel 15, in Correction Grant Deed and Grant of Easement to the Riverside County Transportation Commission, recorded on May 10, 1994, as Document No. 1994-191848, of said Official Records; thence along said westerly sideline, North 19° 22' 57" West 168.62 feet to the true point of beginning; thence North 75° 01' 36" East 656.56 feet; thence South 35° 13' 43" East 1368.16 feet to a point hereby designated as Point "A"; thence South 11° 50' 34" West 954.63 feet.

Excepting from said 20-foot wide strip of land, that portion lying westerly of that 800-foot radius curve in the easterly boundary of Parcel 21640-9, as described in Easement Deed to the County of Riverside, recorded on August 28, 2012, as Document No. 2012-0408345, of said Official Records.

Also excepting from said 20-foot wide strip of land, that portion lying southerly of the southerly boundary of a strip of land 40 feet wide, lying 20 feet on each side of the following described centerline:

Commencing at above designated Point "A"; thence along said course having a bearing and length of South 35° 13' 43" East 1368.16 feet, North 35° 13' 43" West 34.91 feet; thence North 76° 18' 54" East 7.90 feet to the true point of beginning; thence South 13° 41' 06" East 40.00 feet.

Containing: 2,180 square feet, more or less.

EXHIBIT A-4

**Perris Valley Pipeline
Permanent Easement
PEVAL1-01-766PEA1 and
PEVAL1-01-766PEA2
March Joint Powers Authority
to MWD**

Part B:

That portion of above-mentioned certain parcel of land within a strip of land 40 feet wide, lying 20 feet on each side of the following described centerline:

Commencing at above designated Point "A"; thence along above-mentioned course having a bearing and length of South 35° 13' 43" East 1368.16 feet, North 35° 13' 43" West 34.91 feet; thence North 76° 18' 54" East 7.90 feet to the true point of beginning; thence South 13° 41' 06" East 40.00 feet.

Excepting from said 40-foot wide strip of land, that portion within above-described Part A.

Containing: 750 square feet, more or less.

The total area of Parcel No. PEVAL1-01-766PEA1, Parts A and B, is 2,930 square feet, more or less.

Parcel No. PEVAL1-01-766PEA2:

That portion of above-mentioned certain parcel of land, lying between the elevations of 1485.00 feet and 1520.00 feet, inclusive, based on the North American Vertical Datum of 1988, as published in May 1994, by the National Geodetic Survey, within a strip of land 20 feet wide, lying 10 feet on each side of the following described centerline:

Beginning at above-designated Point "A"; thence South 11° 50' 34" West 954.63 feet.

Excepting from said 20-foot wide strip of land, that portion lying northerly of the southerly boundary of a strip of land 40 feet wide, lying 20 feet on each side of the following described centerline:

Commencing at above designated Point "A"; thence along above-mentioned course having a bearing and length of South 35° 13' 43" East 1368.16 feet, North 35° 13' 43" West 34.91 feet; thence North 76° 18' 54" East 7.90 feet to the true point of beginning; thence South 13° 41' 06" East 40.00 feet.

Also excepting from said 20-foot wide strip of land, that portion lying westerly of the easterly boundary of Parcel 21640-10, as described in Easement Deed to the County of Riverside, recorded on August 28, 2012, as Document No. 2012-0408345, of above-mentioned Official Records.

EXHIBIT A-4

**Perris Valley Pipeline
Permanent Easement
PEVAL1-01-766PEA1 and
PEVAL1-01-766PEA2
March Joint Powers Authority
to MWD**

Containing: 13,440 square feet, more or less.

All as shown on EXHIBIT B-4 attached hereto and made a part hereof.

END OF DESCRIPTION

Prepared By:



Jeffrey L. Owens, L.S.

2-7-2022

Date



EXHIBIT B-4

THOSE PORTIONS OF THAT CERTAIN PARCEL OF LAND IN THE EAST HALF OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED IN QUITCLAIM DEED TO THE MARCH JOINT POWERS AUTHORITY, RECORDED ON DECEMBER 10, 2001, AS DOCUMENT NO. 2001-611917, OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF RIVERSIDE, SAID CERTAIN PARCEL OF LAND ALSO SHOWN AS PARCEL 11, ON MAP FILED IN BOOK 110, PAGES 30 THROUGH 40, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF SAID RECORDER.

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

LEGEND:

- (R1) = TRACT MAP NO. 37116-1, M.B. 468-81-85
- (R2) = O.R. 2011-0313443, REC 7-18-2011 (PARCEL 21644-1)
COUNTY OF RIVERSIDE (FEE)
- (R3) = O.R. 2010-0183386, REC. 4-21-2010 (PARCEL A OF PARCEL PEVAL1-01-730PEA1)
MWD
(EASE-TRANSMISSION AND DISTRIBUTION OF WATER)
- (R4) = O.R. 2012-0408345, REC. 8-28-2012 (PARCEL 21640-9)
COUNTY OF RIVERSIDE
(EASE-PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES) (UNMAINTAINED ROADWAY)
- (R5) = O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
- (R6) = PARCEL 11 (PORTION), R.S. 110-30-40
- (R7) = O.R. 2012-0408345, REC. 8-28-2012 (PARCEL 21640-5)
COUNTY OF RIVERSIDE
(EASE-PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES)
- (R8) = O.R. 2012-0408345, REC. 8-28-2012 (PARCEL 21640-10)
COUNTY OF RIVERSIDE
(EASE-PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES)
- (R9)(**) = O.R. 2009-0326343, REC.6-26-2009 (MWD PARCEL NO. PEVAL1-01-710PEA1)
MWD
(EASE-WATER TRANSPORTATION)
- (R10) = O.R. 2016-0155383, REC.4-20-2016 (PARCEL 21640-2)
STATE OF CALIFORNIA, DEPT. OF TRANSPORTATION (FEE)
- (R11) = BDY OF PARCEL 19870-1, O.R. 2004-0852536, REC. 10-28-2004, AS SHOWN AND DELINEATED ON STATE OF CALIFORNIA RIGHT OF WAY MAP NOS. 78108-02, 78108-03, AND 78108-04, FOR STATE ROUTE 194, AND ON STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP NOS. 78717-02, 78717-03, AND 78717-04, FOR STATE ROUTE 215, ALL ON FILE IN THE OFFICE OF THE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION, STATE OF CALIFORNIA FOR DISTRICT 8, IN THE COUNTY OF RIVERSIDE.

(**) = WHERE THE WESTERLY BOUNDARY OF (R9) CALLS TO THE NORTHEASTERLY R/W LINE OF INTERSTATE ROUTE 215, SAID NORTHEASTERLY R/W LINE WAS HELD AND DEPICTED AS DESCRIBED AND SHOWN IN (R11).

() DENOTES RECORD DATA OR RECORD DIMENSION.

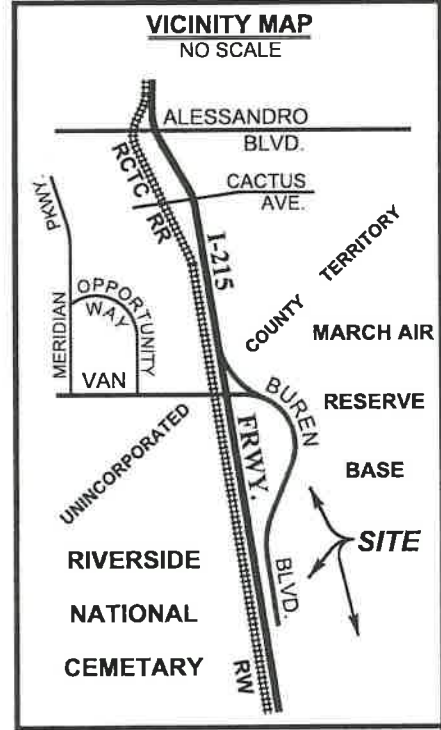
(GRID) DENOTES A RECORD LENGTH MEASURED IN THE CALIFORNIA COORDINATE SYSTEM (CCS), AS DETAILED IN THE REFERENCED MAP OR DEED. EACH REFERENCED MAP OR DEED CITES THE SPECIFIC CCS, THE ZONE IN THE CCS, AND THE COMBINATION FACTOR TO MULTIPLY THE GRID DISTANCES TO OBTAIN GROUND DISTANCES.

- P.O.B. = POINT OF BEGINNING.
- P.O.C. = POINT OF COMMENCING.
- T.P.O.B. = TRUE POINT OF BEGINNING.

NOTES:

ALL DISTANCES SHOWN IN FEET OF GROUND MEASUREMENT UNLESS NOTED OTHERWISE.
BASIS OF BEARINGS BEING THE WESTERLY SIDELINE OF THAT 200-FOOT WIDE STRIP OF LAND DESCRIBED AS PARCEL 15, IN CORRECTION GRANT DEED AND GRANT OF EASEMENT TO THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION RECORDED ON MAY 10, 1994, AS DOCUMENT NO. 1994-191848, OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF RIVERSIDE, SAID WESTERLY SIDELINE HAVING A BEARING OF NORTH 19° 22' 57" WEST AS DESCRIBED IN GRANT DEED TO THE COUNTY OF RIVERSIDE RECORDED ON AUGUST 10, 2011, AS DOCUMENT NO. 2011-0350312, OF SAID OFFICIAL RECORDS.

SEE PARCEL AREAS ON PAGE 2.



PREPARED BY:
Jeffrey L. Owens
 Jeffrey L. Owens, L.S.
 2-7-2022
 Date



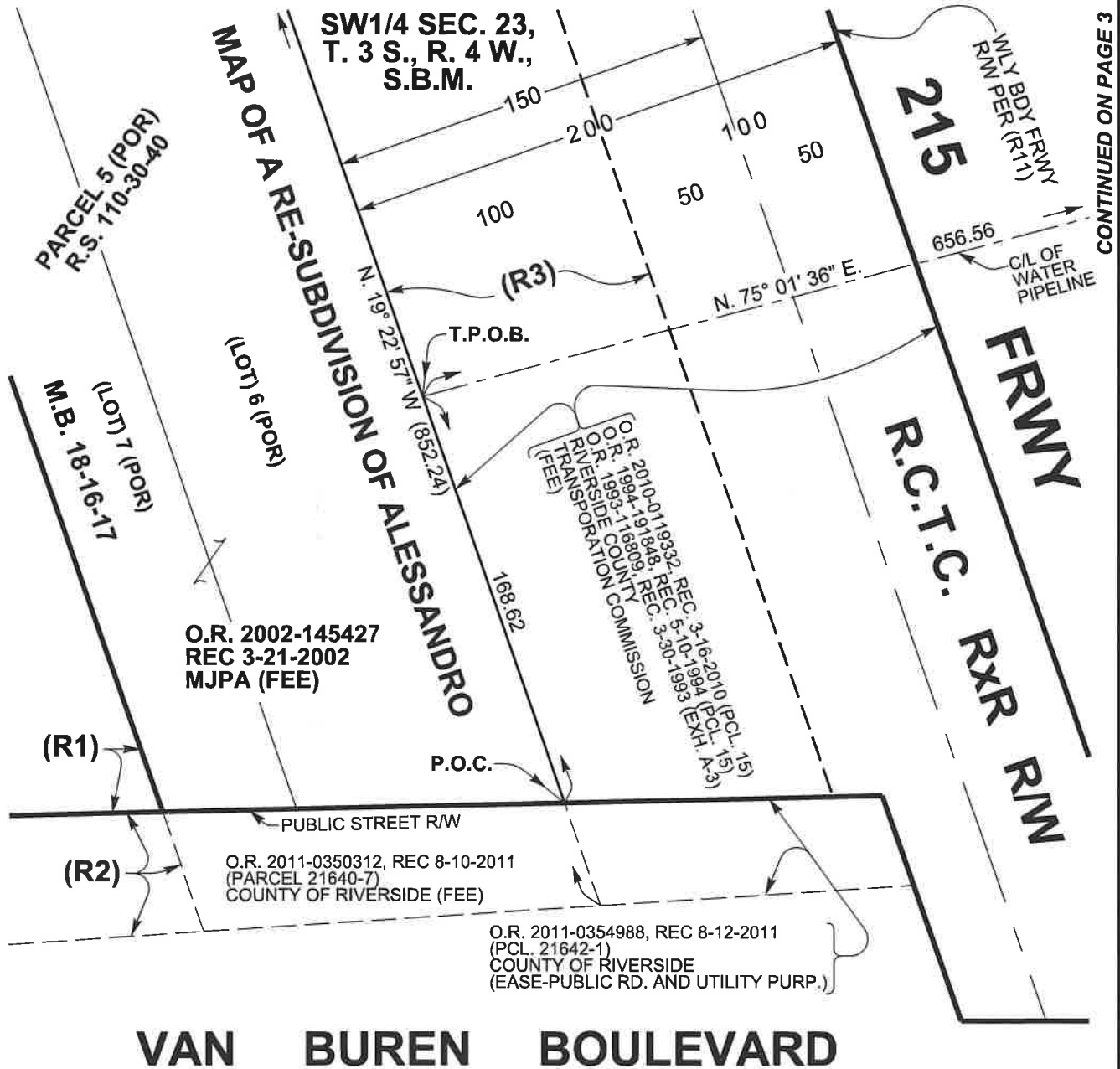
NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
 THE METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
 PERMANENT EASEMENT**
 MARCH JOINT POWERS AUTHORITY
 TO MWD
 PEVAL1-01-766PEA1 AND
 PEVAL1-01-766PEA2

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



CONTINUED ON PAGE 3

VAN BUREN BOULEVARD

SEE PAGE 1 FOR LEGEND.

AREAS OF PARCELS:

- PARCEL PEVAL1-01-766PEA1, PART A: (+/-) 2,180 SQ. FT.
- PARCEL PEVAL1-01-766PEA1, PART B: (+/-) 750 SQ. FT.
- PARCEL PEVAL1-01-766PEA1 (TOTAL): (+/-) 2,930 SQ. FT.
- PARCEL PEVAL1-01-766PEA2: (+/-) 13,440 SQ. FT.
- PARCEL PEVAL1-01-766TEA1: (+/-) 347,190 SQ. FT. OR (+/-) (7.9704 ACS.)

(THE AREA OF PARCEL PEVAL1-01-766TEA1 INCLUDES THE AREA WITHIN PARCEL PEVAL1-01-766PEA2)



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD**

**PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2**

EXHIBIT B-4

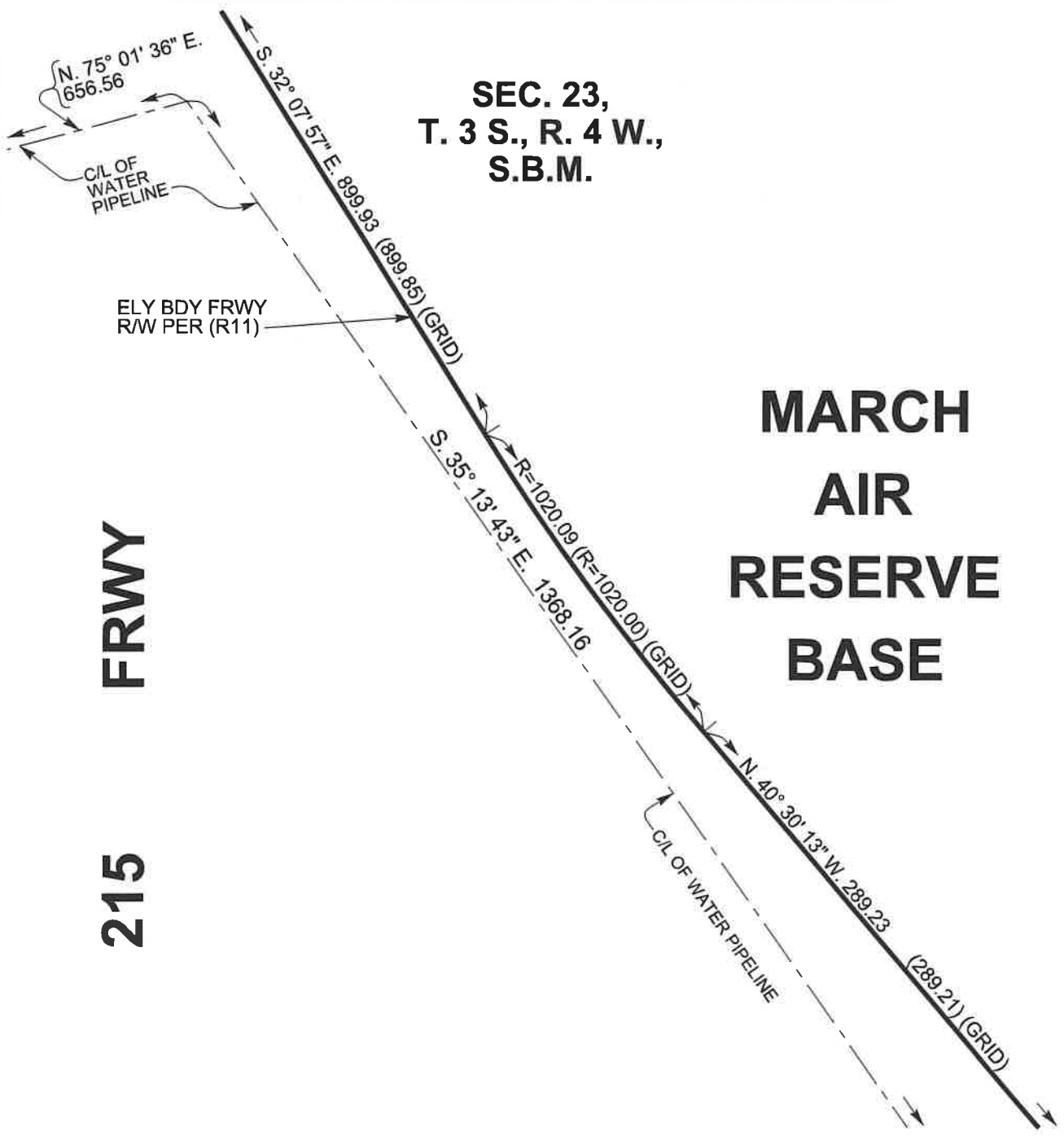
THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

**SEC. 23,
T. 3 S., R. 4 W.,
S.B.M.**

**MARCH
AIR
RESERVE
BASE**

**FRWY
215**

CONTINUED ON PAGE 2



ELY BDY FRWY
R/W PER (R11)

CONTINUED ON PAGE 4

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2**

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



NO SCALE

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION
CONTINUED ON PAGE 3

**EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.**

MARCH AIR RESERVE BASE

FRWY

215

ELY BDY
FRWY R/W
PER (R11)

MOST NLY
CORNER OF (R10)

MOST NLY
CORNER OF (R5)

N. 40° 30' 13" W.
289.23 (289.21) (GRID)

R=480.04
(R=480)(GRID)

S. 40° 17' 40" E. 356.61 (356.58)(GRID)

S. 40° 17' 40" E.
130.98 (130.97)(GRID)

C/L OF WATER PIPELINE

S. 35° 13' 43" E. 1368.16

PEVAL1-01-766TEA1

R=788.07 (R=788.00)(GRID)

S. 30° 03' 30" E.
2655.68 (2655.49)(GRID)

(R5)

(R4)

(R6)

R=800.07
(R=800.00)(GRID)

CONTINUED ON PAGE 5

LAKE MATHEWS DISTRIBUTION TEAM

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT**

MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



NO SCALE

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION
CONTINUED ON PAGE 4

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.

EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.

MARCH

AIR

RESERVE

BASE

FRWY

215

$\Delta = 3^\circ 24' 58''$
 $R = 800.07$
 $L = 47.70$

(R4)

SEE DETAIL
ON PAGE 10

PEVAL1-01-766TEA1

PEVAL1-01-766PEA2

PARCEL 11 (POR.)
R.S. 110-30-40 (R6)

O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
(R5)

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2



NO SCALE

161.68
(161.67)(GRID)

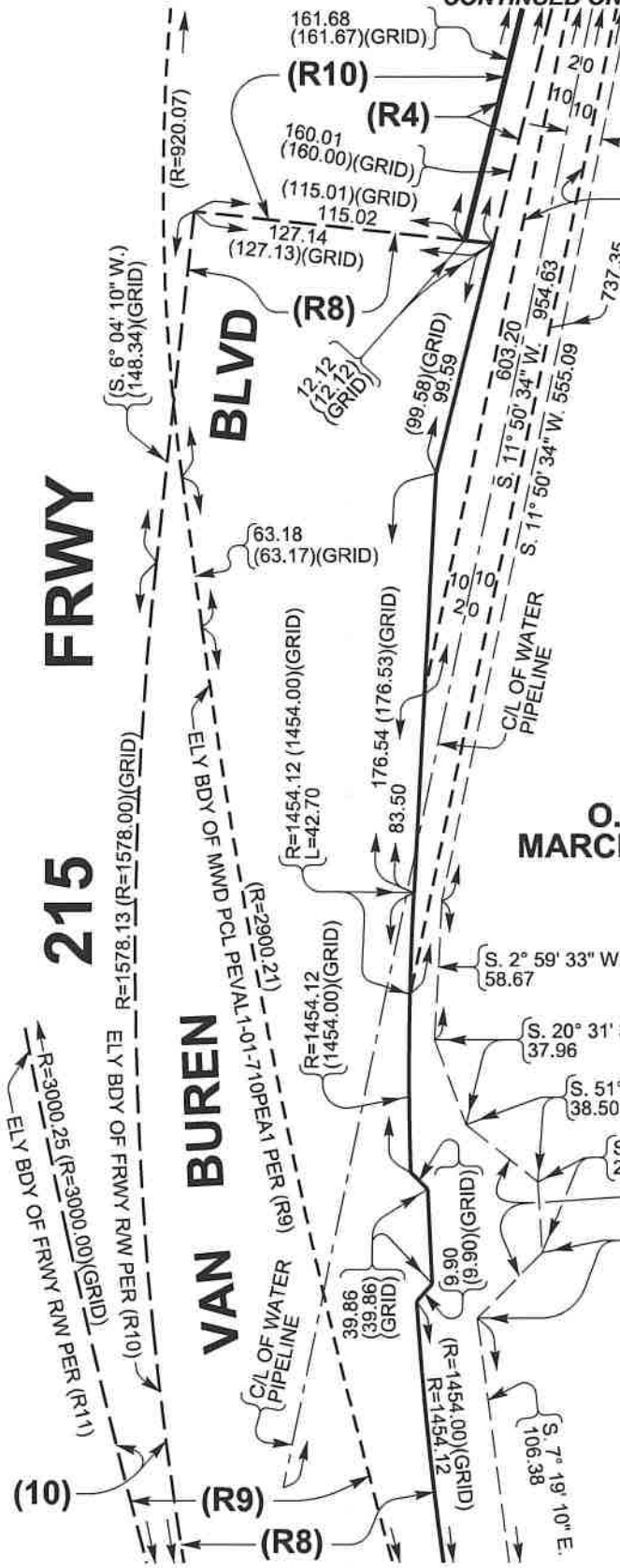
160.01
(160.00)(GRID)

CONTINUED ON PAGE 6

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION
CONTINUED ON PAGE 5

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



PARCEL 11 (POR.),
R.S. 110-30-40
(R6)

EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.

O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
(R5)

PEVAL1-01-766TEA1



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
 THE METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
 PERMANENT EASEMENT**

MARCH JOINT POWERS AUTHORITY
 TO MWD

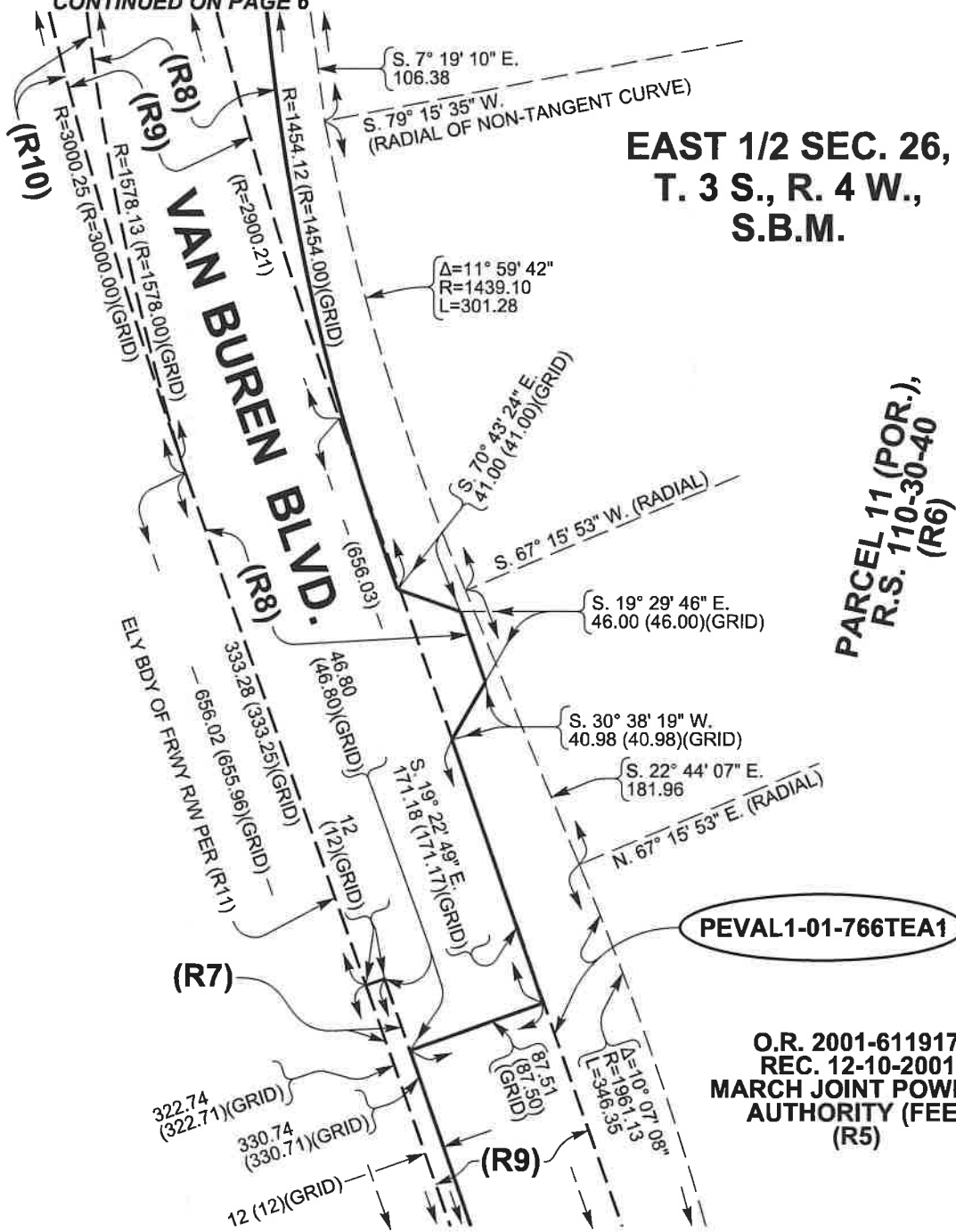
PEVAL1-01-766PEA1 AND
 PEVAL1-01-766PEA2

CONTINUED ON PAGE 7

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION
CONTINUED ON PAGE 6

215 FRWY



CONTINUED ON PAGE 8

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD**

PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



NO SCALE

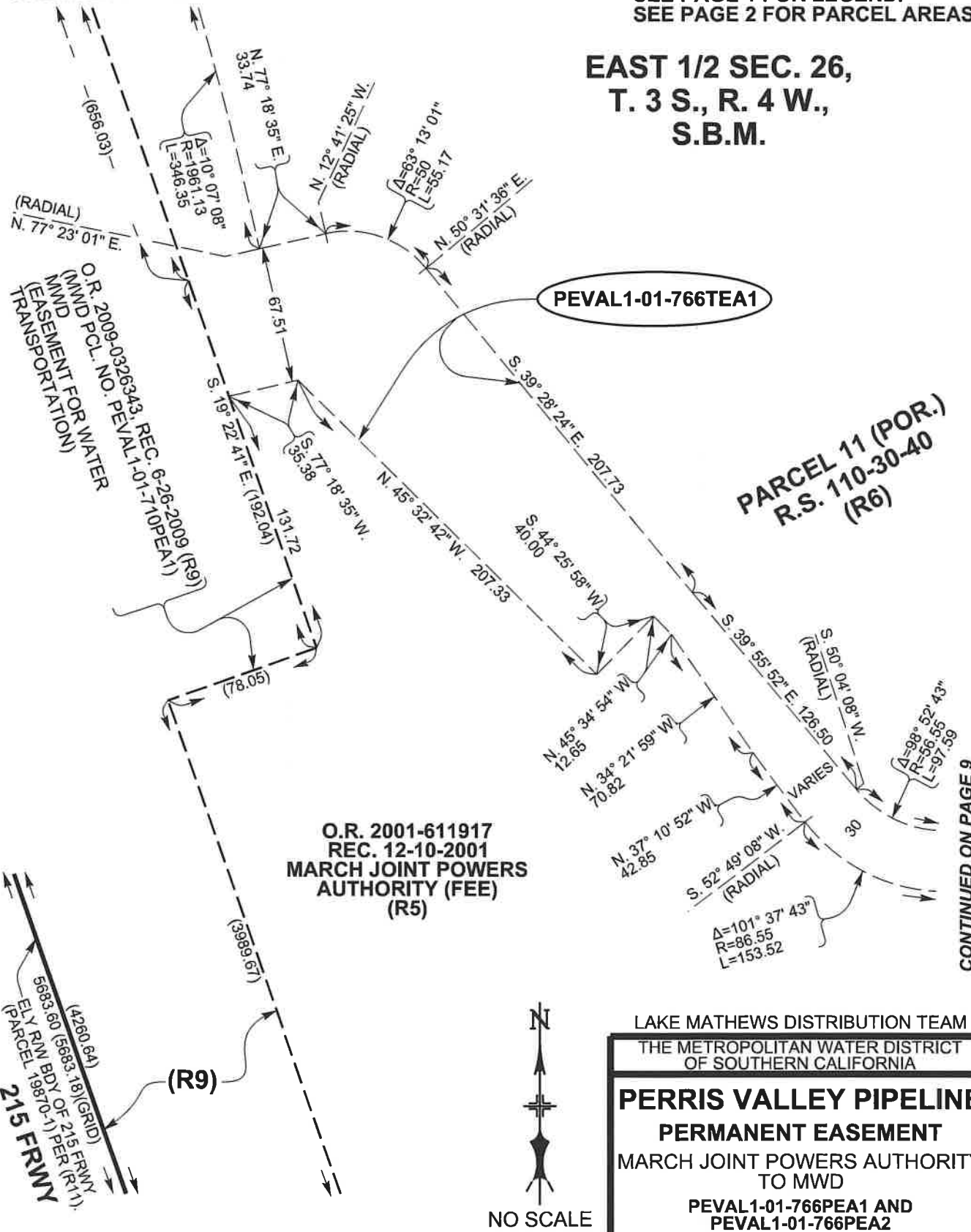
EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.

**EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.**

CONTINUED ON PAGE 7



PEVAL1-01-766TEA1

**PARCEL 11 (POR.)
R.S. 110-30-40
(R6)**

**O.R. 2001-611917
REC. 12-10-2001
MARCH JOINT POWERS
AUTHORITY (FEE)
(R5)**

CONTINUED ON PAGE 9

215 FRWY
ELY ROW BDY. OF 215 FRWY (R11)
PARCEL 1-18870-1) PEER (R11)
(4260.84)
(5883.60) (5883.18) (GRID)



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD**

**PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2**

EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

**EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.**

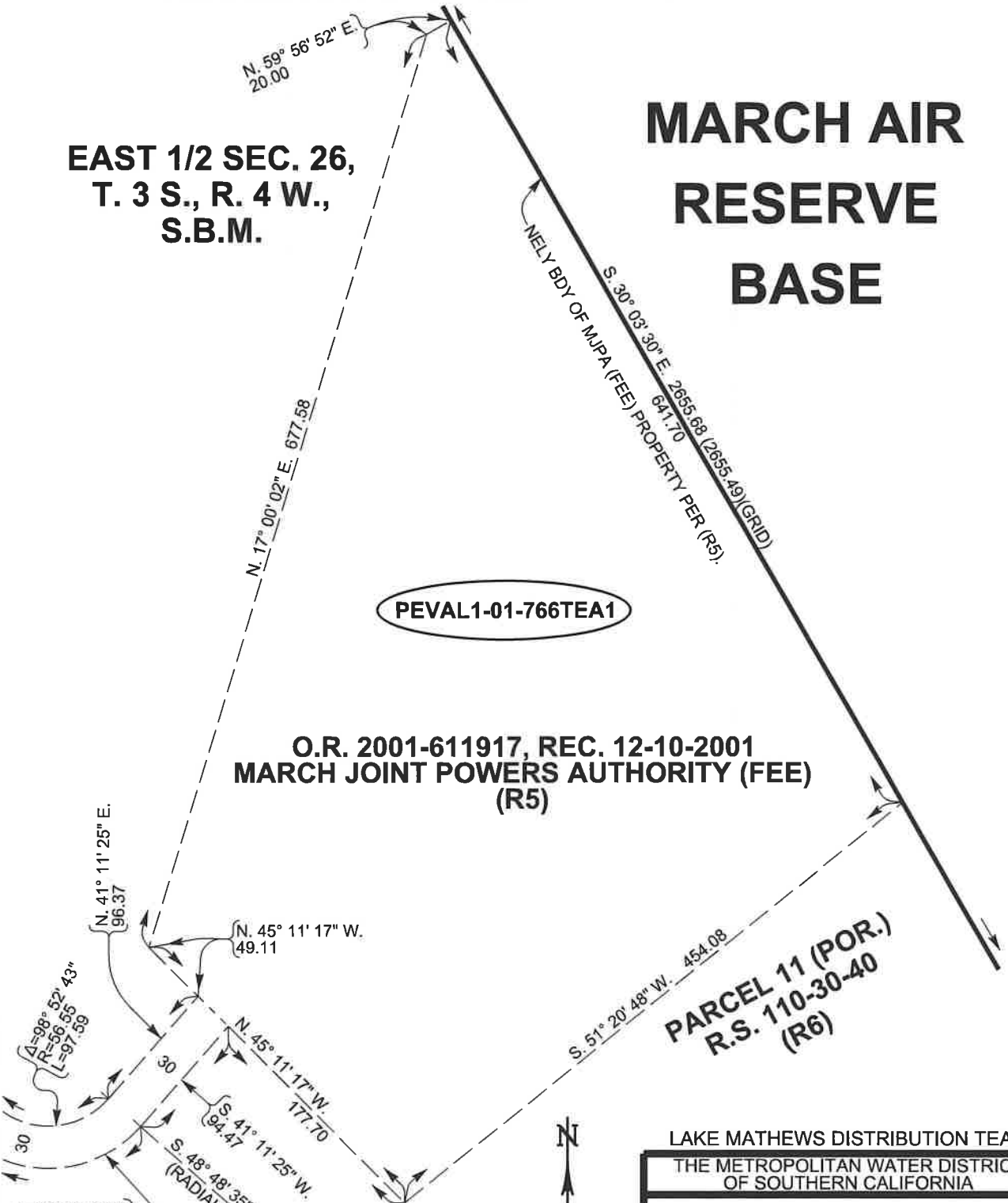
MARCH AIR RESERVE BASE

PEVAL1-01-766TEA1

**O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
(R5)**

**PARCEL 11 (POR.)
R.S. 110-30-40
(R6)**

CONTINUED ON PAGE 8



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2**

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.

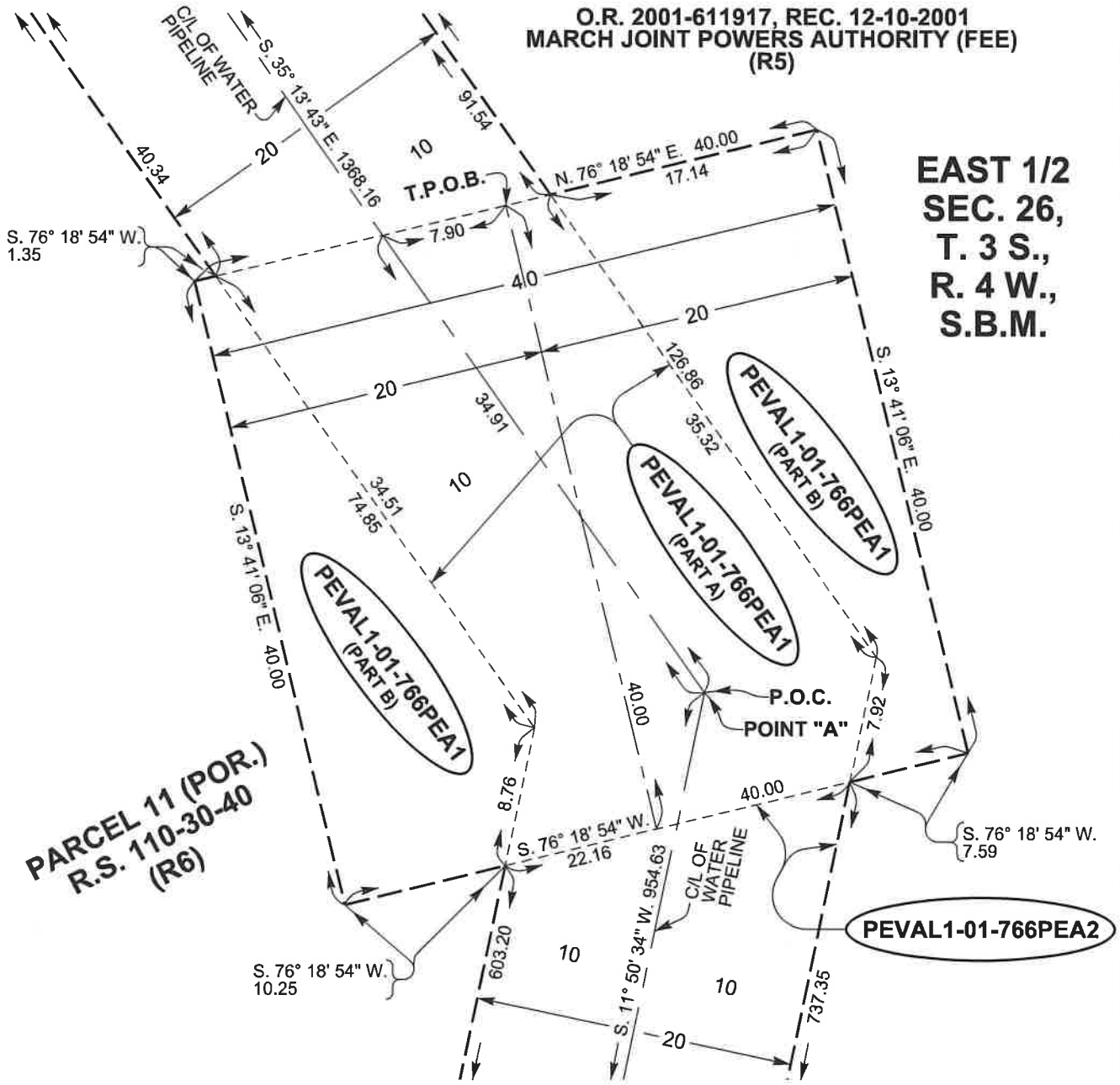
EXHIBIT B-4

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

CONTINUED ON PAGE 5

O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
(R5)

EAST 1/2
SEC. 26,
T. 3 S.,
R. 4 W.,
S.B.M.



PARCEL 11 (POR.)
R.S. 110-30-40
(R6)

CONTINUED ON PAGE 5

DETAIL FOR PAGE 5

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

**PERRIS VALLEY PIPELINE
PERMANENT EASEMENT**
MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL1-01-766PEA1 AND
PEVAL1-01-766PEA2

Permanent Tunnel Easement Deed
MWD Parcel No. PEVAL1-01-766PEA2
APN 294-140-013

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me,
_____, a Notary Public in and for said County and State, personally
appeared _____, personally known to me, or 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.

WITNESS my hand and official seal.

Notary Public

Attachment 4

Offer to Purchase Agreement



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

VIA CERTIFIED MAIL & EMAIL

Perris Valley Pipeline
Interstate 215 Crossing
Specification No. 1928
MWD Parcel Nos. PEVAL1-01-755PEA1;
-755TEA1; -766PEA1; -766PEA2; & -800TEA1
APNs 294-060-013, -018;
294-070-037; & 294-140-013

June 6, 2022

Dr. Grace Martin
Executive Director
March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

Dear Dr. Martin:

Offer to Purchase

The Metropolitan Water District of Southern California (Metropolitan), a public corporation, will connect one end of its existing eight-foot (8') inside diameter Perris Valley Pipeline to its other end across the I-215 highway. Designated as the Perris Valley Pipeline Project (Project), it will preserve reliability standards and provide improved flexibility of imported water supplies into Riverside County.

In connection with the Project, Metropolitan seeks to purchase certain interests in your real property (Property). The Property is identified by the Assessor Parcel Numbers (APNs) listed above, more fully described in Exhibits A and shown on Exhibits B, attached hereto.

Metropolitan had your Property appraised to determine its fair market value, as defined in the California Code of Civil Procedure Section 1263.320. It was appraised in accordance with commonly accepted appraisal standards and included consideration of the highest and best use of the land, the land's current use, and any improvements located on the Property.

Based on the appraisal, Metropolitan offers to purchase the following interests on your Property, free of all liens and other encumbrances, except as may be agreed to by Metropolitan:

Dr. Grace Martin
March Joint Powers Authority
Offer to Purchase
Page 2
June 6, 2022

PERMANENT INTERESTS

Permanent Easement – West Access (5,270 SF) \$ 313
PEVAL1-01-755PEA1

Permanent Easement – Pipeline and Access
PEVAL1-01-766PEA1 - Part A (2,180 SF) \$13,794
PEVAL1-01-766PEA1 - Part B (750 SF) \$ 3,750

Permanent Easement – Tunnel (13,440 SF) \$33,600
PEVAL1-01-766PEA2

TEMPORARY INTERESTS

Temporary Construction Easement
PEVAL1-01-755TEA1 (42,790 SF) \$ 1,925
PEVAL1-01-800TEA1 (11,770 SF) \$ 529
(2-year term)

Total Compensation (Rounded) \$54,000

This is the full amount established by the appraisal as the fair market value of the Property and just compensation for the acquisition. A written statement, and summary of the basis for the amount established is enclosed in the Appraisal Summary Statement. The Appraisal Summary Statement includes an analysis of the highest and best use, a valuation analysis, and the various approaches to value used by the appraiser. Also included are the comparable properties used by the appraiser to determine the fair market value.

The amount of this offer does not include any relocation assistance, benefits, or payments (if any) which you may be entitled to receive, nor does it include any compensation of loss of goodwill. Attached, please find Metropolitan’s Informational Brochure, which provides an overview of the eminent domain process, a description of your rights as a property owner, and information regarding relocation rights and benefits.

Pursuant to the requirements stated in the California Code of Civil Procedure Section 1263.025, Metropolitan will reimburse your reasonable costs, up to \$5,000 (Five Thousand Dollars), for an independent appraisal of the Property interests to be acquired, by an appraiser licensed by the California Bureau of Real Estate Appraisers.

Dr. Grace Martin
March Joint Powers Authority
Offer to Purchase
Page 3
June 6, 2022

Metropolitan's public use of the Property is scheduled to begin as soon as Metropolitan acquires the necessary property interests needed for the proposed Project; therefore, Metropolitan does not offer a leaseback agreement for the Property pursuant to Code of Civil Procedure Section 1263.615.

This offer to purchase may be subject to approval by Metropolitan's Board of Directors and may further be subject to an "Agreement of Purchase and Sale," which may be prepared by Metropolitan.

The amount of the offer:

- a. Is the full amount believed by Metropolitan to be just compensation for the Property;
- b. Is not less than the approved appraisal of the fair market value of the Property;
- c. Disregards any increase or decrease in the fair market value of the Property prior to the date of valuation caused by the public improvement for which the Property is acquired; or by the likelihood that the Property would be acquired for the improvement, other than that due to physical deterioration within the reasonable control of the owner and/or occupant; and
- d. It is predicated on the assumption that there exists no hazardous substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 United States Code Section 9601 et seq., on the subject Property.

If you need additional information, please contact Kalysha Murphey, Team Manager of the Right-of-Way Acquisition Team, at (213) 217-6394 or via email at kmurphey@mwdh2o.com.

Respectfully,

DocuSigned by:

CAC879C49CD2420...
Lilly L. Shraibati
Group Manager
Real Property Group

Enclosures

Dr. Grace Martin
March Joint Powers Authority
Offer to Purchase
Page 4
June 6, 2022

cc: Mr. Jeffrey M. Smith, AICP
Principal Planner
March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

AGREEMENT

MWD Parcel Nos. PEVAL1-01-755PEA1;
-766PEA1; -766PEA2;
-755TEA1; and -800TEA1
APN's 294-060-013; 294-060-018;
294-070-037; and 294-140-013

This Agreement ("Agreement") is made as of _____, 2022, between MARCH JOINT POWERS AUTHORITY ("Seller"), and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation ("Buyer").

Recitals

- A. Seller is the owner in fee simple of the Property (as defined below).
- B. Buyer requires the Property in connection with Buyer's Perris Valley Pipeline Project ("Project") intended to preserve water delivery system reliability standards and provide for improved operations within Metropolitan's service area.
- C. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, and in consideration of the foregoing promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Agreement

1. Seller shall sell, and Buyer shall buy, certain permanent and temporary easements in the County of Riverside, State of California, which interests are described in Exhibits A and shown on Exhibits B attached hereto and incorporated herein by reference (collectively, the "Property"). Said exhibits are contained in the granting instrument(s) attached hereto as Exhibit C and incorporated herein by reference.
2. The total purchase price of the Property is \$54,000, payable by Buyer to Seller upon recordation of the Temporary Easement Deed and the two (2) Permanent Easement Deeds in the Office of the Recorder of Riverside County, California ("County Recorder's Office").
3. Possession of the Property shall be given to Buyer on September 1, 2022 for the permanent and temporary interests as described in Exhibits A and shown on Exhibits B.

4. It is agreed and understood that possession of the Temporary Easement(s) will be for a period of 24 months commencing September 1, 2022 and expiring August 31, 2024 (“Term”). Buyer shall have the option to extend the Term for up to two (2) additional six (6)-month terms (each, a “Renewal Term”), provided notice in writing shall be given to Seller at least thirty (30) days prior to the end of the initial Term or Renewal Term, as applicable. In the event Buyer exercises its option to extend the initial Term, Buyer shall pay Seller the monthly rate of \$100 during the Renewal Term prorated to the actual date of termination. The provisions of this Section 3 shall survive closing of the transaction contemplated in this Agreement.

5. Seller, together with any parties that have a recorded ownership interest in the Property, shall execute the Temporary Easement Deed and the two (2) Permanent Easement Deeds concurrently with the execution of this Agreement. The Temporary Easement Deed and the Permanent Easement Deeds, after acceptance by Buyer as required by law, shall be transmitted immediately thereafter to the appropriate County Recorder’s office for recordation.

6. Seller shall, at the time of execution of this Agreement, duly execute a Certificate of Non-Foreign Status (Seller’s Certificate), in the form attached hereto as Exhibit D.

7. Exhibits A and B attached hereto are exhibits to this Agreement, as well as to the deed attached hereto as Exhibit C.

8. Seller hereby acknowledges receipt from Buyer of a deposit in the amount of \$20,000 (“Deposit”) for Legal and Survey Engineering services (\$5,000), and Plan Check review (\$15,000). At the expiration or termination of the Project, Seller shall promptly return the Deposit to Buyer, less such amounts actually incurred by Seller in its review and processing of Buyer’s request to use the Property for the Project, as soon as practicable thereafter.

9. Seller hereby represents and warrants as follows:

(a) This Agreement and all documents executed by Seller under this Agreement which are to be delivered to Buyer are duly authorized, executed, and delivered by Seller, and are legal, valid, and binding obligations of Seller, and do not violate any provisions of any agreement to which Seller is a party or to which it is subject.

(b) No consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement. Except with respect to the representations and warranties set forth herein, in the Temporary Easement Deed and/or the Permanent Easement Deeds, Buyer accepts the Property “AS-IS”, and hereby expressly assumes the risk that adverse physical conditions existing as of the date of this Agreement and the full extent thereof, may not be revealed by Buyer’s inspections, reviews and studies of the Property.

10. All notices, demands, or requests from one party to another (collectively, “Notices”) may be personally delivered, emailed, or deposited with the United States Postal Service for mailing, postage prepaid, to the address of the other party as stated in this paragraph, and shall be deemed to have been given or sent at the time of (a) personal delivery or, (b) if mailed,

on the third day following the date of deposit in the course of transmission with the United States Postal Service, or (c) if emailed, on the date emailed (provided a copy thereof is concurrently sent by mail via the United States Postal Service). Notices shall be sent as follows:

To Seller: March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
Attention: Executive Director
Email: martin@marchjpa.com

To Buyer: The Metropolitan Water District
of Southern California
Post Office Box 54153
Los Angeles, CA 90054
Attention: Kalysha Murphey
Email: KMurphey@mwdh2o.com;
RealPropertyAdmin@mwdh2o.com

[Signatures on the following page]

IN WITNESS WHEREOF, Buyer and Seller have duly executed this Agreement as of the date first set forth above.

MARCH JOINT POWERS AUTHORITY

By _____
Dr. Grace Martin
Executive Director

Date _____

Seller

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Adel Hagekhalil
General Manager

By _____
Lilly L. Shraibati
Group Manager
Real Property Group

Date _____

Buyer

Attachments

EXHIBIT D

CERTIFICATE OF NON-FOREIGN STATUS
(SELLER'S CERTIFICATE)

Section 1445 of the Internal Revenue Code provides that a transferee of a United States (U.S.) real property interest must withhold tax if the transferor is a foreign person. To inform THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA ("Buyer") that withholding of tax is not required upon the disposition of a U.S. real property interest owned by the MARCH JOINT POWERS AUTHORITY, a California Joint Powers Authority ("Seller"), to Buyer, the undersigned hereby certifies the following on behalf of the Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income tax Regulations) for purposes of U.S. income taxation;
2. Seller's U.S. employer identification number is _____ - _____ - _____; and
3. Seller's office address is: 14205 Meridian Parkway, Suite 140, Riverside, CA 92518.

Seller understands that this certification may be disclosed to the Internal Revenue Service by the Buyer, Buyer's agent or designee, and that any false statement made herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned declares that she has examined this certification and to the best of her knowledge and belief it is true, correct and complete, and she further declares that she has the authority to sign this document on behalf of Seller.

Executed this _____ day of _____, 20__ at _____.

Seller

MARCH JOINT POWERS AUTHORITY

Dr. Grace Martin
Executive Director

**APPRAISAL SUMMARY STATEMENT
(PARTIAL TAKE)
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

MWD PARCEL No (S): PEVAL1-01-755PEA1, PEVAL1-01-755TEA1, & PEVAL1-01-800TEA1

APN(S): 294-060-013 & -018; 294-070-014 & -037

OWNER(S):

SITE ADDRESS: North Side of Van Buren Boulevard, Adjacent and West of an RCTC Rail Corridor, Unincorporated Riverside County, CA 92518

March Joint Powers Authority, a Joint Powers Authority Established Under the Laws of the State of California

MAILING ADDRESS: N/A

TELEPHONE No: N/A

RECAPITULATION

	SIZE	APPRAISED VALUE
LARGER PARCEL LAND	<u>1,785,524 SF OR 40.99 ACRES</u>	<u>\$390,000</u>
IMPROVEMENTS	<u>N/A</u>	
TAKE AREA		
FEE		
FEE-SUBJECT TO DEDICATION		
PERMANENT EASEMENT	<u>5,270 SF</u>	<u>\$ 313</u>
PERMANENT EASEMENT SUBJ/DED		
TEMPORARY EASEMENT	<u>22,050 SF, 20,740 SF, 9,630 SF, & 2,140 SF</u>	<u>\$2,454</u>
IMPROVEMENTS		
REMAINDER		
SEVERANCE DAMAGES		<u>\$ 0</u>
BENEFITS		<u>\$ 0</u>
NET SEVERANCE DAMAGES		<u>\$ 0</u>
TOTAL COMPENSATION		<u>\$2,800 (ROUNDED)</u>

DESCRIPTION OF RIGHT-OF-WAY

LOCATION: North Side of Van Buren Boulevard, Adjacent and West of a RCTC Rail Corridor, Unincorporated Riverside County, CA 92518

ABBREVIATED LEGAL DESCRIPTION: That portion of Sections 15, 22, 23, 26 and 27 of Township 3 South, Range 4 West, San Bernardino Base and Meridian, etc.

TYPE OF PROPERTY: Underlying open space land

HIGHEST AND BEST USE: To maintain and open space or hold for investment

BUILDINGS: N/A

SITE IMPROVEMENTS: N/A

PERSONAL PROPERTY: N/A

ZONING: March Joint Powers Authority SP-1 – P/R/OS

PARCEL No(s). PEVAL1-01-755PEA1, PEVAL1-01-755TEA1, & PEVAL1-01-800TEA1

SEVERANCE DAMAGES: N/A

SPECIAL BENEFITS: N/A


VALUATION BREAKDOWN BY PARCEL

CHECK ONE: FEE FEE SUBJECT/DEDICATION PERMANENT EASEMENT <input checked="" type="checkbox"/> PERMANENT EASEMENT SUBJECT/DEDICATION <input type="checkbox"/> TEMPORARY EASEMENT RENTAL PERIOD ()	CHECK ONE: FEE FEE SUBJECT/DEDICATION PERMANENT EASEMENT PERMANENT EASEMENT SUBJECT/DEDICATION <input checked="" type="checkbox"/> TEMPORARY EASEMENT RENTAL PERIOD (2 YEARS)	CHECK ONE: FEE FEE SUBJECT/DEDICATION PERMANENT EASEMENT PERMANENT EASEMENT SUBJECT/DEDICATION <input checked="" type="checkbox"/> TEMPORARY EASEMENT RENTAL PERIOD (2 YEARS)	CHECK ONE: FEE FEE SUBJECT/DEDICATION PERMANENT EASEMENT PERMANENT EASEMENT SUBJECT/DEDICATION TEMPORARY EASEMENT RENTAL PERIOD ()
MWD No.: PEVAL1-01-755PEA1	MWD No.: PEVAL1-01-755TEA1	MWD No.: PEVAL1-01-800TEA1	MWD No.:
SIZE (FT): 5,270 SF	SIZE (FT): 42,790 SF	SIZE (FT): 11,770 SF	SIZE (AC):
LAND: \$313	LAND: \$1,925	LAND: \$529	LAND: \$
IMPS: \$0	IMPS: \$0	IMPS: \$	IMPS: \$
NET DAMAGES: \$0	NET DAMAGES: \$0	NET DAMAGES: \$0	NET DAMAGES: \$
TOTAL COMPENSATION \$313	TOTAL COMPENSATION \$1,925	TOTAL COMPENSATION \$529	TOTAL COMPENSATION \$

DATE OF VALUE: JANUARY 25, 2022

TOTAL COMPENSATION \$2,800 (ROUNDED)

SIGNED:



Joyce L. Riggs, MAI, SR/WA

APPRAISER

ATTACHMENTS (CHECK IF ATTACHED):

CERTIFICATION AND LIMITING CONDITIONS

QUALIFICATIONS OF APPRAISER

PRINCIPAL TRANSACTIONS, COST ANALYSIS, OR CAPITALIZATION ANALYSIS

CALCULATION AND EXPLANATION OF COMPENSATION FOR INJURY AND BENEFITS TO THE REMAINDER

OTHER:

DEFINITION OF FAIR MARKET VALUE
(See Code of Civil Procedure 1263.320, a & b)

- (a) The fair market value...is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- (b) The fair market value of property or which there is no relevant market is its value on the date of valuation as determined by any method of that is just and equitable.

COMPENSATION FOR INJURY TO THE REMAINDER
(See Code of Civil Procedure 1263.410, a & b)

- (a) Where the property acquired is part of a larger parcel, in addition to the compensation awarded pursuant to Article 4 (commencing with Section 1263.310) for the part taken, compensation shall be awarded for the injury, if any, to the remainder.
- (b) Compensation for injury to the remainder is the amount of the damage to the remainder reduced by the amount of the benefit to the remainder. If the amount of the benefit to the remainder equals or exceeds the amount of the damage to the remainder, no compensation shall be awarded under this article. If the amount of the benefit to the remainder exceeds the amount of damage to the remainder, such excess shall be deducted from the compensation provided in Section 1263.510, if any, but shall not be deducted from the compensation required to be awarded for the property taken or from the other compensation required by this chapter.

_____ /AP-7/ _____

OPEN SPACE LAND SALES SUMMARY						
Data No.	Location	Sale Date	Land Area	Sale Price	Zoning/GP	
					Orientation	Sale Price/AC
1	North side of Arlington Avenue, fourth parcel east of Viceroy Avenue Riverside	12/7/21	77.57 AC	\$1,950,000	AE/RA; A-1-5/OS-W; RLSSP & RA-5/A/RR	Interior
2	Northern terminus of Campbell Street, north of Geordie Way (Jurupa Valley) Unincorporated Riverside County)	5/7/21	50.34 AC	\$660,000	R-A-20/OS-RUR	Interior
3	Third parcel west of Lindell Road, extending west of Snake Road (Lake Elsinore) Unincorporated Riverside County	3/13/20	19.50 AC	\$90,000	N-A/OS-RUR	Interior
4	West and north sides of Sun Summit Drive, 0.3± mile northeast of the intersection of Lakepointe Drive and Mountain Mist Street (Riverside) Unincorporated Riverside County	12/28/18	99.90 AC	\$146,000	R-5/OS-C	Interior
5	Southeast of Central Avenue, northeast of Fairfield Ranch Road Chino	12/29/17	9.34 AC	\$100,000	OS-1/R-OS	Landlocked
6	Southeast corner of Domenigoni Parkway and Patterson Avenue (Winchester) Unincorporated Riverside County	12/1/17	37.92 AC	\$420,000	R-R/OS-CH	Corner
Subject	North side of Van Buren Boulevard, adjacent and west of RCTC rail corridor (March JPA) Unincorporated Riverside County	--	40.99 AC	--	SP-1-P/R/OS	Interior

LAND MARKET VALUE

<u>Component</u>	<u>Area</u>	<u>\$/SF</u>	<u>Indicated Rights</u>	<u>Indicated Value</u>
Unencumbered Area	1,296,215 SF	x \$0.25	x 100%	= \$ 324,054
Existing Access Easement	487,374 SF	x \$0.25	x 50%	= \$ 60,922
Existing Access & Flood Control Easements	<u>1,935 SF</u>	x \$0.25	x 12.5%	= \$ <u>60</u>
Totals	1,785,524 SF, or 40.99 acres			\$ 385,036

**Indicated Value of the Subject Larger Parcel Site
by the Sales Comparison Approach**

Rounded To: \$390,000

PART ACQUIRED

<u>Parcel</u>	<u>Land Area</u>	<u>\$/SF</u>	<u>Indicated Rights to be Acquired</u>	<u>Indicated Value</u>
PEVAL1-01-755PEA1 access overlap	4,930 SF	x \$0.25	x 25.00%	= \$ 308
PEVAL1-01-755PEA1 access & flood control overlap	<u>340 SF</u>	x \$0.25	x 6.25%	= \$ <u>5</u>
Totals	5,270 SF			\$ 313

Total Value of Land Part Acquired as Part of the Whole

\$ 313

R/W Area	Area	Rate	Percentage	Term (Years)	Indicated Value
PEVAL1-01-755TEA1 PART A	22,050 SF	x \$0.25	x 9.0%	x 2.00	= \$ 992
PEVAL1-01-755TEA1 PART B	20,740 SF	x \$0.25	x 9.0%	x 2.00	= \$ 933
PEVAL1-01-800TEA1 PART A	9,630 SF	x \$0.25	x 9.0%	x 2.00	= \$ 433
PEVAL1-01-800TEA1 PART B	2,140 SF	x \$0.25	x 9.0%	x 2.00	= <u>\$ 96</u>
Value of Temporary Construction Easement Part Acquired					\$2,454

**APPRAISAL SUMMARY STATEMENT
(PARTIAL TAKE)
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

MWD PARCEL NO (S): PEVAL1-01-766PEA1 &
PEVAL1-01-766PEA2

APN(S): 294-140-013 and a Portion of 294-150-009

OWNER(S): March Joint Powers Authority, a Joint
Powers Authority Established Under
the Laws of the State of California

SITE ADDRESS: East Side and Southern Terminus of Van
Buren Boulevard, Adjacent and East of
Interstate 215, Unincorporated Riverside
County, CA 92518

MAILING ADDRESS: N/A

TELEPHONE NO: N/A

RECAPITULATION

	<u>SIZE</u>	<u>APPRAISED VALUE</u>
LARGER PARCEL		<u>\$17,685,360</u>
LAND	<u>1,768,536 SF OR 40.60 ACRES</u>	
IMPROVEMENTS		
TAKE AREA		
FEE		
FEE-SUBJECT TO DEDICATION		
PERMANENT EASEMENT	<u>2,180 SF</u>	<u>\$13,794</u>
PERMANENT EASEMENT	<u>750 SF</u>	<u>\$3,750</u>
PERMANENT EASEMENT	<u>13,440 SF</u>	<u>\$33,600</u>
IMPROVEMENTS		
REMAINDER		
SEVERANCE DAMAGES		<u>\$0</u>
BENEFITS		<u>\$0</u>
NET SEVERANCE DAMAGES		<u>\$0</u>
TOTAL COMPENSATION		<u>\$51,100 (ROUNDED)</u>

DESCRIPTION OF RIGHT-OF-WAY

LOCATION: East Side and Southern Terminus of Van Buren Boulevard, Adjacent and East of Interstate 215,
Unincorporated Riverside County, CA 92518

ABBREVIATED LEGAL DESCRIPTION: That portion of Sections 25, 26, 35, and 36 of Township 3 South, Range 4 West, San Bernardino Base and Meridian, etc.

TYPE OF PROPERTY: Underlying industrial land

HIGHEST AND BEST USE: To construct an aviation-related industrial use

BUILDINGS: N/A

SITE IMPROVEMENTS: N/A

PERSONAL PROPERTY: N/A

ZONING: March Joint Powers Authority - PF

**APPRAISAL SUMMARY STATEMENT
(PARTIAL TAKE)**

PARCEL No(s). PEVAL1-01-766PEA1, PEVAL1-01-766PEA2

SEVERANCE DAMAGES: N/A

SPECIAL BENEFITS: N/A

VALUATION BREAKDOWN BY PARCEL

CHECK ONE: <input type="checkbox"/> FEE <input type="checkbox"/> FEE SUBJECT/DEDICATION <input type="checkbox"/> PERMANENT EASEMENT <input checked="" type="checkbox"/> PERMANENT EASEMENT <input type="checkbox"/> TEMPORARY EASEMENT RENTAL PERIOD ()	CHECK ONE: <input type="checkbox"/> FEE <input type="checkbox"/> FEE SUBJECT/DEDICATION <input type="checkbox"/> PERMANENT EASEMENT <input checked="" type="checkbox"/> PERMANENT EASEMENT <input type="checkbox"/> TEMPORARY EASEMENT RENTAL PERIOD ()	CHECK ONE: <input type="checkbox"/> FEE <input type="checkbox"/> FEE SUBJECT/DEDICATION <input type="checkbox"/> PERMANENT EASEMENT <input checked="" type="checkbox"/> PERMANENT EASEMENT <input type="checkbox"/> TEMPORARY EASEMENT RENTAL PERIOD ()	CHECK ONE: <input type="checkbox"/> FEE <input type="checkbox"/> FEE SUBJECT/DEDICATION <input type="checkbox"/> PERMANENT EASEMENT <input type="checkbox"/> PERMANENT EASEMENT SUBJECT/DEDICATION <input type="checkbox"/> TEMPORARY EASEMENT RENTAL PERIOD ()
MWD No.: PEVAL1-01-766PEA1 (PART A) - PIPELINE	MWD No.: PEVAL1-01-766PEA1 (PART B) - ACCESS	MWD No.: PEVAL1-01-766PEA2-TUNNEL	MWD No.:
SIZE (SF): 2,180	SIZE (SF): 750	SIZE (SF): 13,440	SIZE (AC):
LAND: \$13,794	LAND: \$3,750	LAND: \$33,600	LAND: \$
IMPS: \$0	IMPS: \$0	IMPS: \$0	IMPS: \$
NET DAMAGES: \$0	NET DAMAGES: \$0	NET DAMAGES: \$0	NET DAMAGES: \$
TOTAL COMPENSATION \$13,794	TOTAL COMPENSATION \$3,750	TOTAL COMPENSATION \$33,600	TOTAL COMPENSATION \$

DATE OF VALUE: MAY 12, 2022

TOTAL COMPENSATION \$51,100 (ROUNDED)

SIGNED: RASESH R. MEHTA

Rasesh R. Mehta

APPRAISER

ATTACHMENTS (CHECK IF ATTACHED):

CERTIFICATION AND LIMITING CONDITIONS

QUALIFICATIONS OF APPRAISER

- PRINCIPAL TRANSACTIONS, COST ANALYSIS, OR CAPITALIZATION ANALYSIS
 - CALCULATION AND EXPLANATION OF COMPENSATION FOR INJURY AND BENEFITS TO THE REMAINDER
 - OTHER: _____
-

DEFINITION OF FAIR MARKET VALUE
(See Code of Civil Procedure 1263.320, a & b)

- (a) The fair market value...is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- (b) The fair market value of property or which there is no relevant market is its value on the date of valuation as determined by any method of that is just and equitable.

COMPENSATION FOR INJURY TO THE REMAINDER
(See Code of Civil Procedure 1263.410, a & b)

- (a) Where the property acquired is part of a larger parcel, in addition to the compensation awarded pursuant to Article 4 (commencing with Section 1263.310) for the part taken, compensation shall be awarded for the injury, if any, to the remainder.
- (b) Compensation for injury to the remainder is the amount of the damage to the remainder reduced by the amount of the benefit to the remainder. If the amount of the benefit to the remainder equals or exceeds the amount of the damage to the remainder, no compensation shall be awarded under this article. If the amount of the benefit to the remainder exceeds the amount of damage to the remainder, such excess shall be deducted from the compensation provided in Section 1263.510, if any, but shall not be deducted from the compensation required to be awarded for the property taken or from the other compensation required by this chapter.

_____/AP-7/_____

DISSENTING SALES COMPARISON APPROACH

WITH REGARD TO THE VALUATION OF THE LARGER PARCEL, I DISAGREE WITH THE PER SQUARE FOOT CONCLUSION OF VALUE. I REVIEWED AN APPRAISAL IN APRIL 2019 OF THE SAME PIECE OF LAND AS THE SUBJECT PROPERTY, AND THE CONCLUDED PER SQUARE FOOT VALUE WAS \$4.90. THE PER SQUARE FOOT VALUE CONCLUSION IN THIS APPRAISAL WAS \$15.00. THIS RESULTED IN THE COMPARISON OF THE SUBJECT PROPERTY, WHICH HAD A HYPOTHETICAL ZONING DESIGNATION OF AVIATION INDUSTRIAL, WHICH IS MORE RESTRICTIVE THAN CONVENTIONAL INDUSTRIAL ZONING, TO CONVENTIONAL INDUSTRIAL ZONING SALES. ONE OF THESE SALES WAS LOCATED ABOUT A MILE SOUTH OF THE SUBJECT PROPERTY, HAD CONVENTIONAL INDUSTRIAL ZONING, A SUPERIOR SHAPE, AND FRONTAGE ON A LESS BUSY AND FAST-MOVING STREET. I BELIEVE THAT THIS SALE WAS OVERALL SIMILAR TO THE SUBJECT PROPERTY, WITH DOWNWARD ADJUSTMENTS FOR THE ABOVE-MENTIONED CHARACTERISTICS AND AN UPWARD ADJUSTMENT FOR MARKET CONDITIONS AT THE TIME OF SALE. THE PRICE

PER SQUARE FOOT FOR THIS SALE WAS \$9.50 PER SQUARE FOOT. I BELIEVE AN APPROPRIATE PER SQUARE FOOT VALUE FOR THE SUBJECT PROPERTY WOULD BE SIMILAR TO THIS.

I BELIEVE AN APPROPRIATE VALUE FOR THE SUBJECT PROPERTY WOULD REFLECT THIS SALE, BECAUSE OF DOWNWARD ADJUSTMENTS TO THE COMPARABLE NEEDED FOR THE SUBJECT'S VERY IMPRACTICAL TRIANGULAR SHAPE AND ITS HYPOTHETICAL ZONING OF AVIATION INDUSTRIAL, WHICH WOULD COUNTERBALANCE THE NEED FOR AN UPWARD ADJUSTMENT FOR MARKET CONDITIONS AT THE TIME OF SALE OF THE COMPARABLE. PER THE DEFINITION OF FAIR MARKET VALUE, I WOULD ROUND UP MY CONCLUSION OF VALUE TO \$10.00 PER SQUARE FOOT.

SALES COMPARISON TABLE

	Parcel No	Address	Zoning	Acres/SF	Sale Date	Sale Price	Price per SF/Acre	Buyer/Seller
S P	189-080-005	E Terminus of Van Buren Blvd, Moreno Valley / Riverside Adjacent	Ind	40.60 / 1,768,536	N/A	N/A	N/A	N/A
1	422-040-014	e/s Theodore St n/o Eucalyptus Ave, Moreno Valley	WLCSP/ LD	22.88 / 996,653	10/12/21	\$11,625,000	\$11.66 / \$507,910	LCI Eucalyptus LLC, etc. / Steven V. Trinh and Kimberly C. Trinh, etc.
2	478-230-008, -017	NWC Alessandro Blvd & Theodore St, Moreno Valley	WSCLP/ LD	36.43 / 1,586,891	6/30/21	\$19,043,000	\$12.00	SOPAC Property Holdings, LLC / W2 Land Investments, LLC
3	294-180-013, -028, -029, -030; 295-300-005, -007, -009	W side Natwar Ln, Perris	PVCCSP/L I	23.24 / 1,012,334	8/13/19	\$9,617,500	\$413,820 / \$9.53	FR Natwar, LLC, Etc. / Mark R. Zimmer, Successor Trustee, etc.
4	257-030-050	1500 Research Park Dr, Riverside	BMP	3.64 / 158,558	7/29/21	\$1,500,000	\$9.46 / \$412,088	Rexco Corporate Terrace LLC / Guthrie-Richter LLC
5	183-300-020	6840 Van Buren Blvd, Riverside	M-H	4.75 / 206,910	4/27/20	\$800,000	\$3.87 / \$186,421	KY Spices LLC / Basilio M & Elvira F. Martinez
6	190-210-005, 016, 017	Central Ave w/o Hillside Ave, Riverside	BMP	12.53 / 545,807	4/2/18	\$1,600,000	\$8.43 / \$367,119	Orbis Riverside Airport QLLC / Raptor Industrial Park LLC

I BELIEVE THAT TWO OF THESE COMPARABLE SALES, RANGING FROM \$9.53 TO \$12.00 PER SQUARE FOOT, ARE SUPERIOR TO THE SUBJECT PROPERTY DUE TO THEIR REGULAR SHAPES AND STANDARD INDUSTRIAL ZONING. AS STATED ABOVE, I BELIEVE THAT COMPARABLE 3, AT \$9.53 PER SQUARE FOOT, IS OVERALL SIMILAR TO THE SUBJECT, BECAUSE OF MARKET CONDITIONS AT THE TIME OF SALE---SINCE COVID-19, SALES OF INDUSTRIAL LAND HAVE RISEN DUE TO THE DEMAND FOR ONLINE SERVICES AND DISTRIBUTION WAREHOUSES TO ACCOMMODATE THIS DEMAND AND THESE SERVICES. HOWEVER, AS STATED ABOVE, I BELIEVE THAT THE SUBJECT SITE'S SUPERIOR (THOUGH STILL IRREGULAR) SHAPE AND CONVENTIONAL INDUSTRIAL ZONING WARRANT

DOWNWARD ADJUSTMENTS THAT OFFSET THE UPWARD ADJUSTMENT NEEDED FOR MARKET CONDITIONS. THEREFORE, I BELIEVE, THAT AT \$9.53 PER SQUARE FOOT, THIS COMPARABLE IS OVERALL SIMILAR TO THE SUBJECT. HOWEVER, PER THE DEFINITION OF FAIR MARKET VALUE, I WOULD ROUND THE CONCLUSION OF PER SQUARE FOOT VALUE FOR THE SUBJECT LARGER PARCEL TO \$10.00 PER SQUARE FOOT.

COMPARABLE 4, 5 AND 6 ARE THE MOST RECENT SALES RELEVANT TO THE APPRAISAL PROBLEM AT HAND THAT I WAS ABLE TO ENCOUNTER. I BELIEVE THAT AT \$9.46 PER SQUARE FOOT, THAT COMPARABLE 3 IS OVERALL SIMILAR TO THE SUBJECT. IT HAD, AT THE TIME OF SALE, A CHALLENGED SHAPE AND SLOPING TOPOGRAPHY, BUT IT IS LOCATED IN A FAST-GROWING INDUSTRIAL AREA, AND WARRANTS A DOWNWARD ADJUSTMENT FOR SIZE. COMPARABLE 5, AT \$3.87 PER SQUARE FOOT, IS INFERIOR TO THE SUBJECT PROPERTY, MAINLY DUE TO ITS GENERAL LOCATION IN A MIXED-USE, RATHER THAN A PREDOMINANTLY INDUSTRIAL, AREA. HOWEVER, THE LISTING BROKER OPINED THAT TODAY THE SALE WOULD BE WORTH \$1,200,000, OR BETWEEN \$5.00 AND \$6.00 PER SQUARE FOOT, STILL INFERIOR TO THE SUBJECT LARGER PARCEL. COMPARABLE 6, ALTHOUGH SMALLER THAN THE SUBJECT, IS COMPROMISED BY CHALLENGED TOPOGRAPHY (SLOPING) AND RESTRICTIONS DUE TO ITS PROXIMITY TO RIVERSIDE CITY AIRPORT, AND MARKET CONDITIONS AT THE TIME OF SALE. UNFORTUNATELY, I WAS ONLY ABLE TO CONFIRM THIS SALE THROUGH PUBLIC RECORD AND WHAT WAS PRINTED BY COSTAR, INC. YET, AT \$8.43 PER SQUARE FOOT, THIS SALE IS INFERIOR TO THE SUBJECT PROPERTY.

DISSENTING CONCLUSION OF PER SQUARE FOOT VALUE FOR THE SUBJECT PROPERTY

THE TWO COMPARABLES THAT ARE OVERALL SIMILAR TO THE SUBJECT PROPERTY PRESENT A PER SQUARE FOOT PRICE RANGE OF \$9.46 TO \$9.50 PER SQUARE FOOT. THEREFORE, I CONCLUDE THAT THE SUBJECT PROPERTY'S FAIR MARKET VALUE IS \$9.50 PER SQUARE FOOT, ROUNDED UP TO \$10.00 PER SQUARE FOOT PER THE DEFINITION OF FAIR MARKET VALUE.

Attachment 5

March Field Air Museum / Metropolitan Water District
Sublease Area Map

PORTION OF SEC. 26, T.3 S., R.4 W., S.B.M.
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



Sublease
Area = 347,190 s.f.

Van Buren Blvd

294140009

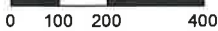
294140013

294150009

PEVAL1-01-766TEA1



Feet



THIS EXHIBIT IS TO BE USED FOR APPROXIMATE POSITIONING ONLY. IT IS NOT TO BE USED, NOR IS IT INTENDED TO BE USED FOR ENGINEERING, RECORDING OR LITIGATION PURPOSES. NO WARRANTY OF ACCURACY IS IMPLIED OR GUARANTEED.

PERRIS VALLEY PIPELINE

Sublease

**March Joint Powers Authority / MFAM
to
MWD**

MWD ROW: PEVAL1-01-766TEA1
APN: 294-140-013; 294-150-009 (5) 186



The Metropolitan Water District of Southern California
Engineering Services Group

Attachment 6

March Field Air Museum / Metropolitan Water District
Sublease Agreement

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Sublease”) is made and entered into this ____ day of _____, 2022, by and between MARCH FIELD AIR MUSEUM (hereinafter referred to as “Sublessor”), and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation (hereinafter referred to as “Sublessee”). The MARCH JOINT POWERS AUTHORITY (hereinafter referred to as “Property Owner” or “Landlord”), executes this Sublease to acknowledge and consent to this agreement between Sublessor and Sublessee.

WITNESSETH:

WHEREAS, Sublessor and Property Owner are parties to that certain Lease dated as of April 19, 2000 (“Lease”) pursuant to which Sublessor leases from Property Owner certain land in the county of Riverside, State of California, including the property described in Paragraph 1 below; and

WHEREAS, Sublessee desires to sublease from Sublessor, and Sublessor desires to sublease to Sublessee, the Property described in Paragraph 1 below, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and for good and valuable consideration, it is agreed as follows:

1. Description of Property. The real property subject to this Sublease consists of 7.9704 acres or 347,190 square feet of land located in the county of Riverside, State of California, as described in Exhibit “A-5” and shown on Exhibit “B-5” and hereinafter referred to as the “Property”. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Property.

2. Consent to Sublease. Property Owner hereby consents to this Sublease.

3. Term of Sublease. The initial term of this Sublease shall be for two (2) years, commencing on September 1, 2022 and ending on August 31, 2024 (“Base Term”). Sublessee shall have the option to extend the Sublease term for two (2) additional six (6)-month terms (each, an “Extension Term”), provided notice in writing shall be given to Sublessor at least thirty (30) days prior to the end of the Base Term of the Lease or Extension Term, as applicable. All of the terms, covenants and conditions of this Sublease shall continue in full force and effect during the applicable Extension Term. For purposes of this Sublease, “Term” means both the Base Term and Extension Term(s), if applicable.

4. Rent. The total rent for the Base Term shall be \$360,000.00, payable in twenty-four (24) monthly installments of \$15,000.00 each on the first day of each month of the Base Term. The total rent for each Extension Term shall be \$90,000.00 payable in six (6) equal monthly installments of \$15,000.00 each on the first day of each month of the applicable Extension Term.

5. Holding Over. In the event of holdover by Sublessee, Sublessee shall pay to Sublessor a monthly rent of \$22,500.00 or a pro-rata share of that amount should the holdover period be less than thirty (30) days. During said holdover, all other terms and conditions of this

Sublease shall apply and shall be considered as a month-to-month tenancy at will that may be terminated with thirty (30) days' notice.

6. Utilities. Neither Property Owner nor Sublessor shall be responsible for supplying gas, heat, light, power, telephone services or any other services and utilities to the premises.

7. Authorized Use of Property and Improvements. The Property may be used by Sublessee and its employees, consultants, contractors, subcontractors and agents to conduct construction-related activities including, but not limited to, excavation of the Property, the storage and stockpiling of pipe, shoring materials, excavated materials, shaft and tunnel construction equipment and materials, vehicular and pedestrian access, the parking of vehicles and construction trailers, temporary dewatering facilities and activities, tunnel settlement monitoring, and the installation of temporary chain-link fencing. Exhibit B-5 sets forth the portions of the Property that are designated, but not limited to, the uses set forth above. In connection therewith, Sublessee, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Sublessee's use of the Property under this Sublease, including but not limited to construction traffic control and staging.

8. Removal of Improvements. All items, materials, structures and/or other improvements stored or placed on the Property by Sublessee shall be the personal property of Sublessee and shall be removed by Sublessee from the Property by the last day of the Term; provided, further, Sublessor may keep, or dispose of at Sublessee's expense, any real or personal property not so removed. Should there be any damages by Sublessee to existing improvements, Sublessee will repair and/or restore the property to its condition immediately prior to such damage if requested by Sublessor.

9. Compliance with Laws. Sublessee shall, at Sublessee's own cost and expense, comply with all applicable statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, relating to Sublessee's use of the Property.

10. Insurance and Indemnity

10.1 Insurance. Sublessee confirms that it is a local government entity created under the laws of the State of California and is self-insured for \$25 Million Dollars against any third-party loss and maintains \$75 Million Dollars of commercial liability insurance in excess of the self-insurance retention. Sublessee shall maintain its self-insurance program in full force during the term of this Sublease.

10.2 Sublessee's Indemnity. Subject to Sublessor's agreement in paragraph 10.3 below, Sublessee shall hold Sublessor, its directors, officers, employees, its successors or assigns harmless from all damages arising out of any damage to the Property resulting from Sublessee's use of the Property under this Sublease, except for normal wear and tear, and any damage to a person or personal property occurring in, on, or about the Property, except those that result from Sublessor's

negligence or willful misconduct, and excluding claims related to the release of any hazardous substances or materials any time prior to, during, or after Sublessee's use and not introduced to the Property by Sublessee. Subject to Sublessor's agreement in paragraph 10.3 below, Sublessee shall indemnify and defend Sublessor and its directors, officers and employees, against any liability and expense resulting from the injury to or the death of any person, or damage to any property, but excluding claims related to (1) the release of any hazardous substances or materials any time prior to, during, or after Sublessee's use and not introduced to the Property by Sublessee, and (2) any property damage or bodily injury caused by an act of nature, including property damage or bodily injury arising from the release or migration of hazardous substances or materials on the Property not introduced to the Property by Sublessee.

10.3 Sublessor's Indemnity. Sublessor shall indemnify and defend Sublessee and its directors, officers, employees, consultants, contractors, agents, successors and assigns against any liability and expenses, including the expense of legal representation resulting from (a) the release by Sublessor, Property Owner or any previous tenant or occupant of any hazardous materials onto the Property, or (b) Sublessor's defaults under the Lease.

11. Assignment and Subletting. Sublessee shall not voluntarily assign or encumber its interest in this Sublease or in the Property, or sublease all or any part of the Property, or allow any person or entity other than Sublessee's employees, consultants, contractors, subcontractors or agents to occupy or use all or any part of the Property, without first obtaining Sublessor's written consent.

12. Sublessor's Right of Entry and Inspection. Sublessee shall permit Sublessor and Property Owner to enter the Property at reasonable times following twenty-four (24) hours' prior written notice for the purpose of inspection, so long as Sublessor's entry does not unreasonably interfere with Sublessee's use of the Property.

13. Signage: Sublessee shall provide, at Sublessee's expense, during the construction period, to the extent permitted by the Property Owner, signs as large as permitted by applicable law and regulations, stating "Air Museum Open During Construction" mounted on the museum's fence at multiple locations that runs parallel to Van Buren Blvd. Sublessee shall maintain and or replace the sign(s) when requested by Sublessor when signs are in disrepair. Sign design must be approved by Sublessor before production.

14. Delivery of Notices. Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Sublease from one party to another (collectively, "Notices") may be personally delivered, delivered by overnight courier service that provides confirmation of delivery, emailed, or deposited with the United States Postal Service for mailing, postage prepaid, to the address of the other party as stated in this paragraph, and shall be deemed to have been given or sent at the time of (a) personal delivery or, (b) if sent by overnight courier, upon the confirmed

date of delivery, attempted delivery, or rejected delivery, whichever occurs first, or (c) if mailed, on the third day following the date of deposit in the course of transmission with the United States Postal Service, or (d) if emailed, on the date emailed (provided a copy thereof is concurrently sent by mail via the United States Postal Service). Notices shall be sent as follows:

To Sublessor: March Field Air Museum
22550 Van Buren Blvd.
Riverside, CA 92518
Attention: Greg Kuster

To Property Owner: March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
Attention: Executive Director

To Sublessee: The Metropolitan Water District
of Southern California
Post Office Box 54153
Los Angeles, CA 90054
Attention: Kalysha Murphey

15. Consents. Sublessor represents and warrants that no consents or waivers of, or by, any third party (other than Property Owner) are necessary to permit Sublessor to enter into this Sublease.

16. Counterparts. This Sublease may be executed in any number of counterparts and all such counterparts and faxed copies of the counterparts and other pages of the Sublease shall be deemed an original and shall be deemed the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Sublease.

[Signature Page to follow]

Sublease Agreement
MWD Parcel No. PEVAL1-01-766TEA1
APN's 294-140-013; 294-150-009

- 5 -

EXECUTED on _____, 20__, at _____

Sublessor:

MARCH FIELD AIR MUSEUM

By: _____

Jamil Dada
Board President

Date: _____

Sublessee:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Adel Hagekhalil
General Manager

By: _____

Lilly L. Shraibati
Group Manager
Real Property Group

Date: _____

The undersigned, Landlord under the Lease, hereby consents to the foregoing Sublease, and acknowledges and agrees that Sublessor may collect and retain monies that would originally be owed to Landlord pursuant to Section 17 of the Lease. In the event the Lease terminates prior to the expiration of the Sublease due to a default by Sublessor under the Lease, the undersigned agrees that the Sublease will continue in full force and effect as a direct lease between Landlord and Sublessee upon all of the terms and covenants as are set forth in the Sublease provided Sublessee agrees to attorn to Landlord and recognize Landlord as the lessor under the Sublease.

Property Owner:

MARCH JOINT POWERS AUTHORITY

By: _____

Dr. Grace Martin
Executive Director

Date: _____

EXHIBIT A-5

**Perris Valley Pipeline
Temporary Easement
PEVAL1-01-766TEA1
March Joint Powers Authority
to MWD**

Parcel No. PEVAL1-01-766TEA1:

That portion of that certain parcel of land in the east half of Section 26, Township 3 South, Range 4 West, San Bernardino Meridian, in the unincorporated territory of the County of Riverside, State of California, described in Quitclaim Deed to the March Joint Powers Authority, recorded on December 10, 2001, as Document No. 2001-611917, of Official Records, in the office of the Recorder of the County of Riverside, said certain parcel of land also shown as Parcel 11, on map filed in Book 110, pages 30 through 40, inclusive, of Record of Surveys, in the office of said recorder, within the following described boundaries:

Beginning at the most northerly corner of said certain parcel of land; thence along that course described as having a bearing and length of South 40° 17' 40" East 356.58 feet in the northeasterly boundary of said certain parcel of land to the northerly terminus of that course having a bearing and length of South 30° 03' 30" East 2655.49 feet in said northeasterly boundary; thence along said last mentioned course, South 30° 03' 30" East 403.70 feet; thence South 60° 12' 00" West 29.63 feet; thence South 29° 59' 36" East 151.04 feet; thence North 85° 20' 42" West 130.71 feet; thence South 11° 50' 34" West 555.09 feet; thence South 2° 59' 33" West 58.67 feet; thence South 20° 31' 37" East 37.96 feet; thence South 51° 27' 23" East 38.50 feet; thence South 3° 27' 25" East 29.71 feet; thence South 44° 32' 34" West 38.74 feet; thence South 7° 19' 10" East 106.38 feet to a point in a non-tangent curve, concave easterly, and having a radius of 1439.10 feet, a radial of said curve to said point bears South 79° 15' 35" West; thence southerly along said curve through a central angle of 11° 59' 42", an arc length of 301.28 feet; thence tangent to said curve, South 22° 44' 07" East 181.96 feet to the beginning of a tangent curve, concave westerly, and having a radius of 1961.13 feet; thence southerly along said last mentioned curve through a central angle of 10° 07' 08", an arc length of 346.35 feet to a point, a radial of said last mentioned curve to said last mentioned point bears North 77° 23' 01" East; thence North 77° 18' 35" East 33.74 feet to the beginning of a tangent curve, concave southerly, and having a radius of 50 feet; thence easterly and southeasterly along said last mentioned curve through a central angle of 63° 13' 01", an arc length of 55.17 feet; thence tangent to said last mentioned curve, South 39° 28' 24" East 207.73 feet; thence South 39° 55' 52" East 126.50 feet to the beginning of a tangent curve, concave northerly, and having a radius of 56.55 feet; thence easterly along said last mentioned curve through a central angle of 98° 52' 43", an arc length of 97.59 feet; thence tangent to said last mentioned curve, North 41° 11' 25" East 96.37 feet; thence North 45° 11' 17" West 49.11 feet; thence North 17° 00' 02" East 677.58 feet; thence North 59° 56' 52" East 20.00 feet to said course having a bearing and length of South 30° 03' 30" East 2655.49 feet in said northeasterly boundary; thence along said last mentioned course, South 30° 03' 30" East 641.70 feet; thence South 51° 20' 48" West 454.08 feet to the southeasterly prolongation of said course

EXHIBIT A-5

**Perris Valley Pipeline
Temporary Easement
PEVAL1-01-766TEA1
March Joint Powers Authority
to MWD**

having a bearing and length of North 45° 11' 17" West 49.11 feet; thence North 45° 11' 17" West 177.70 feet to a line parallel with and 30 feet southeasterly, measured at right angles, from said course having a bearing and length of North 41° 11' 25" East 96.37 feet; thence South 41° 11' 25" West 94.47 feet to the beginning of a curve concentric with and 30 feet southerly, measured radially, from said curve concave northerly and having a radius of 56.55 feet; thence westerly along said concentric curve through a central angle of 101° 37' 43", an arc length of 153.52 feet; thence tangent to said last mentioned curve, North 37° 10' 52" West 42.85 feet; thence North 34° 21' 59" West 70.82 feet; thence North 45° 34' 54" West 12.65 feet; thence South 44° 25' 58" West 40.00 feet; thence North 45° 32' 42" West 207.33 feet to a line parallel with and 67.51 feet southerly, measured at right angles, from said course having a bearing and length of North 77° 18' 35" East 33.74 feet; thence along said last mentioned parallel line, South 77° 18' 35" West 35.38 feet to a point in that course having a bearing and length of South 19° 22' 45" East 192.04 feet in the easterly boundary of MWD Parcel No. PEVAL1-01-710PEA1, as described in Permanent Easement Deed-Pipeline, recorded on June 26, 2009, as Document No. 2009-0326343, of said Official Records, said last mentioned point being distant along said last mentioned course North 19° 22' 41" West 131.72 feet from the southerly terminus of said last mentioned course; thence northerly along said last mentioned course and continuing northerly along the courses and curve in said easterly boundary of MWD Parcel No. PEVAL1-01-710PEA1, to the southerly terminus of that 920.07-foot radius curve in said last mentioned easterly boundary; thence northerly along said last mentioned curve to that course having a bearing and length of South 6° 04' 10" West 148.34 feet in the easterly boundary of Parcel 21640-2, as described in Correction Deed to the State of California, Department of Transportation, recorded on April 20, 2016, as Document No. 2016-0155383, of said Official Records; thence northerly, easterly, and northerly along the courses and curve in said last mentioned easterly boundary to the most northerly corner of said Parcel 21640-2, said most northerly corner being a point in that 480-foot radius curve in the westerly boundary of said certain parcel of land; thence northerly along said last mentioned 480-foot radius curve to the point of beginning.

Excepting therefrom, those portions of land described as Parcels 21640-9 and 21640-10, in Easement Deed to the County of Riverside, recorded on August 28, 2012, as Document No. 2012-0408345, of said Official Records.

Also excepting therefrom, that portion within a strip of land 20 feet wide, lying 10 feet on each side of the following described centerline:

Commencing at the northeasterly corner of that parcel of land described as Parcel 21640-7, in Grant Deed to the County of Riverside, recorded on August 10, 2011, as Document No. 2011-0350312, of said Official Records, said corner being a point in the

EXHIBIT A-5

**Perris Valley Pipeline
Temporary Easement
PEVAL1-01-766TEA1
March Joint Powers Authority
to MWD**

westerly sideline of that 200-foot wide strip of land described as Parcel 15, in Correction Grant Deed and Grant of Easement to the Riverside County Transportation Commission, recorded on May 10, 1994, as Document No. 1994-191848, of said Official Records; thence along said westerly sideline, North 19° 22' 57" West 168.62 feet to the true point of beginning; thence North 75° 01' 36" East 656.56 feet; thence South 35° 13' 43" East 1368.16 feet to a point hereby designated as Point "A".

Also excepting therefrom, that portion within a strip of land 40 feet wide, lying 20 feet on each side of the following described centerline:

Commencing at above designated Point "A"; thence along said course having a bearing and length of South 35° 13' 43" East 1368.16 feet, North 35° 13' 43" West 34.91 feet; thence North 76° 18' 54" East 7.90 feet to the true point of beginning; thence South 13° 41' 06" East 40.00 feet.

Containing: 347,190 square feet or 7.9704 acres, more or less.

All as shown on EXHIBIT B-5 attached hereto and made a part hereof.

END OF DESCRIPTION

Prepared By:

Jeffrey L. Owens

Jeffrey L. Owens, L.S.

2-7-2022

Date



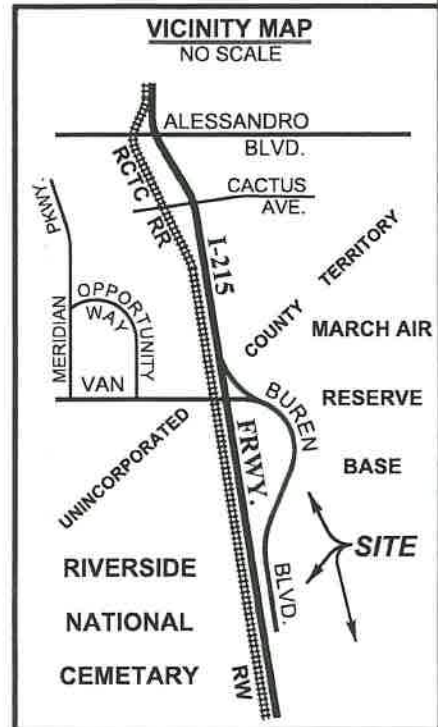
EXHIBIT B-5

THAT PORTION OF THAT CERTAIN PARCEL OF LAND IN THE EAST HALF OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED IN QUITCLAIM DEED TO THE MARCH JOINT POWERS AUTHORITY, RECORDED ON DECEMBER 10, 2001, AS DOCUMENT NO. 2001-611917, OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF RIVERSIDE, SAID CERTAIN PARCEL OF LAND ALSO SHOWN AS PARCEL 11, ON MAP FILED IN BOOK 110, PAGES 30 THROUGH 40, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF SAID RECORDER.

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

LEGEND:

- (R1) = TRACT MAP NO. 37116-1, M.B. 468-81-85
- (R2) = O.R. 2011-0313443, REC 7-18-2011 (PARCEL 21644-1)
COUNTY OF RIVERSIDE (FEE)
- (R3) = O.R. 2010-0183386, REC. 4-21-2010 (PARCEL A OF PARCEL PEVAL1-01-730PEA1)
MWD
(EASE-TRANSMISSION AND DISTRIBUTION OF WATER)
- (R4) = O.R. 2012-0408345, REC. 8-28-2012 (PARCEL 21640-9)
COUNTY OF RIVERSIDE
(EASE-PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES) (UNMAINTAINED ROADWAY)
- (R5) = O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
- (R6) = PARCEL 11 (PORTION), R.S. 110-30-40
- (R7) = O.R. 2012-0408345, REC. 8-28-2012 (PARCEL 21640-5)
COUNTY OF RIVERSIDE
(EASE-PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES)
- (R8) = O.R. 2012-0408345, REC. 8-28-2012 (PARCEL 21640-10)
COUNTY OF RIVERSIDE
(EASE-PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES)
- (R9)(**) = O.R. 2009-0326343, REC.6-26-2009 (MWD PARCEL NO. PEVAL1-01-710PEA1)
MWD
(EASE-WATER TRANSPORTATION)
- (R10) = O.R. 2016-0155383, REC.4-20-2016 (PARCEL 21640-2)
STATE OF CALIFORNIA, DEPT. OF TRANSPORTATION (FEE)
- (R11) = BDY OF PARCEL 19870-1, O.R. 2004-0852536, REC. 10-28-2004, AS SHOWN AND DELINEATED ON STATE OF CALIFORNIA RIGHT OF WAY MAP NOS. 78108-02, 78108-03, AND 78108-04, FOR STATE ROUTE 194, AND ON STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP NOS. 78717-02, 78717-03, AND 78717-04, FOR STATE ROUTE 215, ALL ON FILE IN THE OFFICE OF THE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION, STATE OF CALIFORNIA FOR DISTRICT 8, IN THE COUNTY OF RIVERSIDE.



(**) = WHERE THE WESTERLY BOUNDARY OF (R9) CALLS TO THE NORTHEASTERLY R/W LINE OF INTERSTATE ROUTE 215, SAID NORTHEASTERLY R/W LINE WAS HELD AND DEPICTED AS DESCRIBED AND SHOWN IN (R11).

() DENOTES RECORD DATA OR RECORD DIMENSION.

(GRID) DENOTES A RECORD LENGTH MEASURED IN THE CALIFORNIA COORDINATE SYSTEM (CCS), AS DETAILED IN THE REFERENCED MAP OR DEED. EACH REFERENCED MAP OR DEED CITES THE SPECIFIC CCS, THE ZONE IN THE CCS, AND THE COMBINATION FACTOR TO MULTIPLY THE GRID DISTANCES TO OBTAIN GROUND DISTANCES.

P.O.B. = POINT OF BEGINNING.

P.O.C. = POINT OF COMMENCING.

T.P.O.B. = TRUE POINT OF BEGINNING.

NOTES:

ALL DISTANCES SHOWN IN FEET OF GROUND MEASUREMENT UNLESS NOTED OTHERWISE.

BASIS OF BEARINGS BEING THE WESTERLY SIDELINE OF THAT 200-FOOT WIDE STRIP OF LAND DESCRIBED AS PARCEL 15, IN CORRECTION GRANT DEED AND GRANT OF EASEMENT TO THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION RECORDED ON MAY 10, 1994, AS DOCUMENT NO. 1994-191848, OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF RIVERSIDE, SAID WESTERLY SIDELINE HAVING A BEARING OF NORTH 19° 22' 57" WEST AS DESCRIBED IN GRANT DEED TO THE COUNTY OF RIVERSIDE RECORDED ON AUGUST 10, 2011, AS DOCUMENT NO. 2011-0350312, OF SAID OFFICIAL RECORDS.

SEE PARCEL AREAS ON PAGE 2.



PREPARED BY:

Jeffrey L. Owens

Jeffrey L. Owens, L.S.

2-7-2022

Date



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE

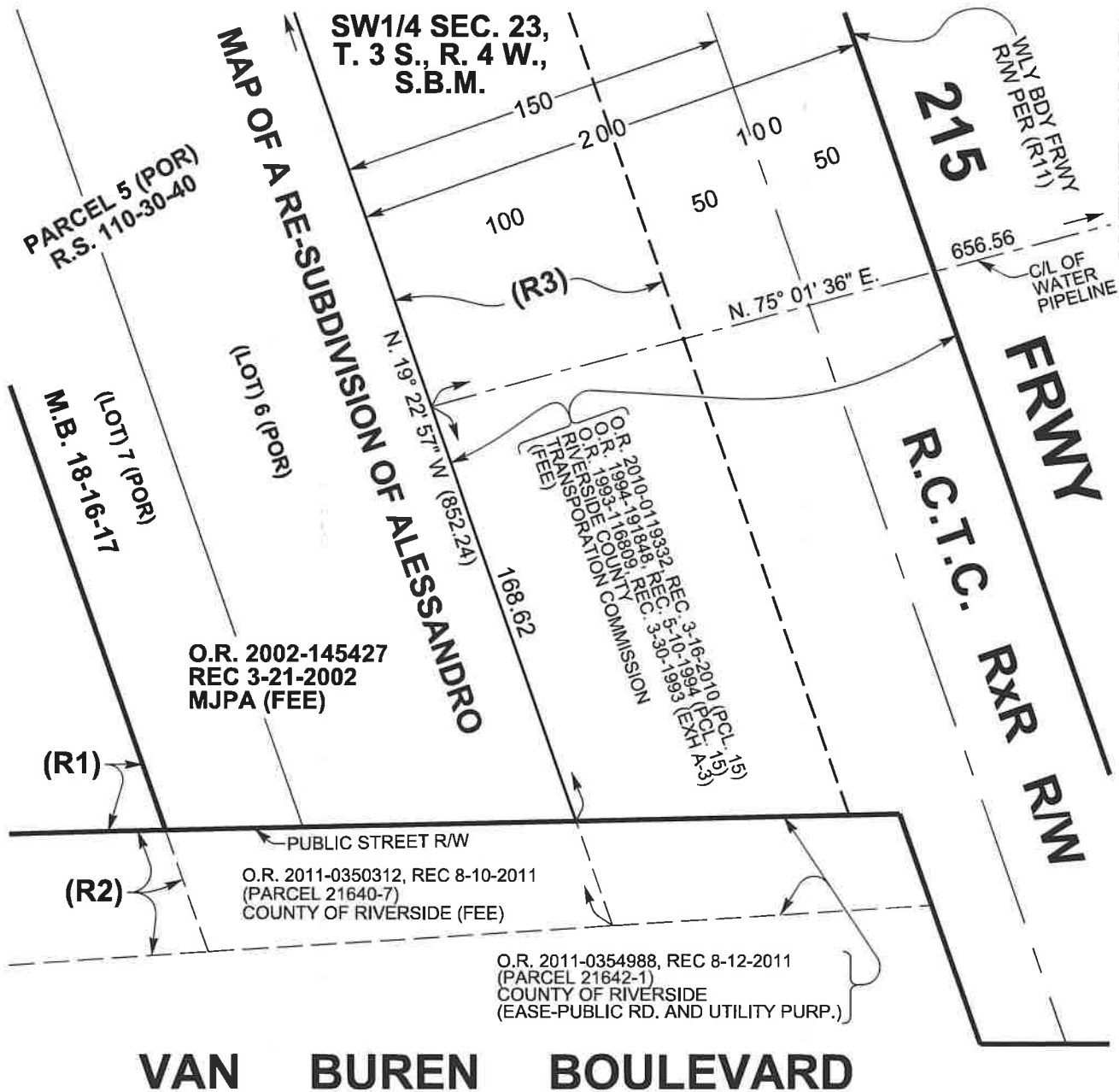
TEMPORARY EASEMENT

MARCH JOINT POWERS AUTHORITY TO MWD

PEVAL1-01-766TEA1

EXHIBIT B-5

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



CONTINUED ON PAGE 3

SEE PAGE 1 FOR LEGEND.

AREAS OF PARCELS:

- PARCEL PEVAL1-01-766PEA1, PART A: (+/-) 2,180 SQ. FT.
- PARCEL PEVAL1-01-766PEA1, PART B: (+/-) 750 SQ. FT.
- PARCEL PEVAL1-01-766PEA1 (TOTAL): (+/-) 2,930 SQ. FT.
- PARCEL PEVAL1-01-766PEA2: (+/-) 13,440 SQ. FT.
- PARCEL PEVAL1-01-766TEA1: (+/-) 347,190 SQ. FT. OR (+/-) 7.9704 ACS.

(THE AREA OF PARCEL PEVAL1-01-766TEA1 INCLUDES THE AREA WITHIN PARCEL PEVAL1-01-766PEA2)



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE
TEMPORARY EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-766TEA1

EXHIBIT B-5

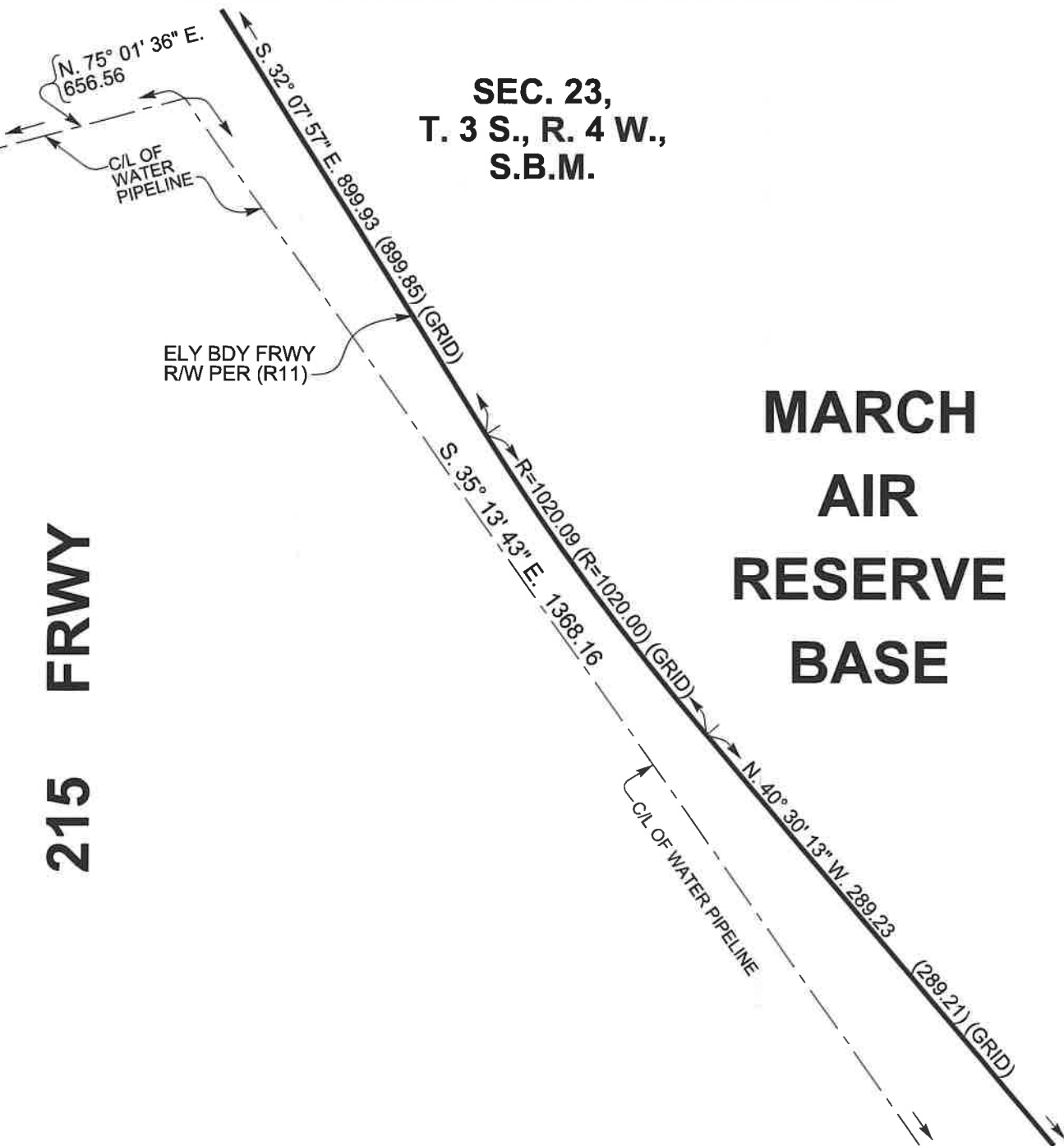
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SEC. 23,
T. 3 S., R. 4 W.,
S.B.M.

MARCH
AIR
RESERVE
BASE

215
FRWY

CONTINUED ON PAGE 2



ELY BDY FRWY
R/W PER (R11)

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



NO SCALE

CONTINUED ON PAGE 4

LAKE MATHEWS DISTRIBUTION TEAM

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE

TEMPORARY EASEMENT

MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL1-01-766TEA1

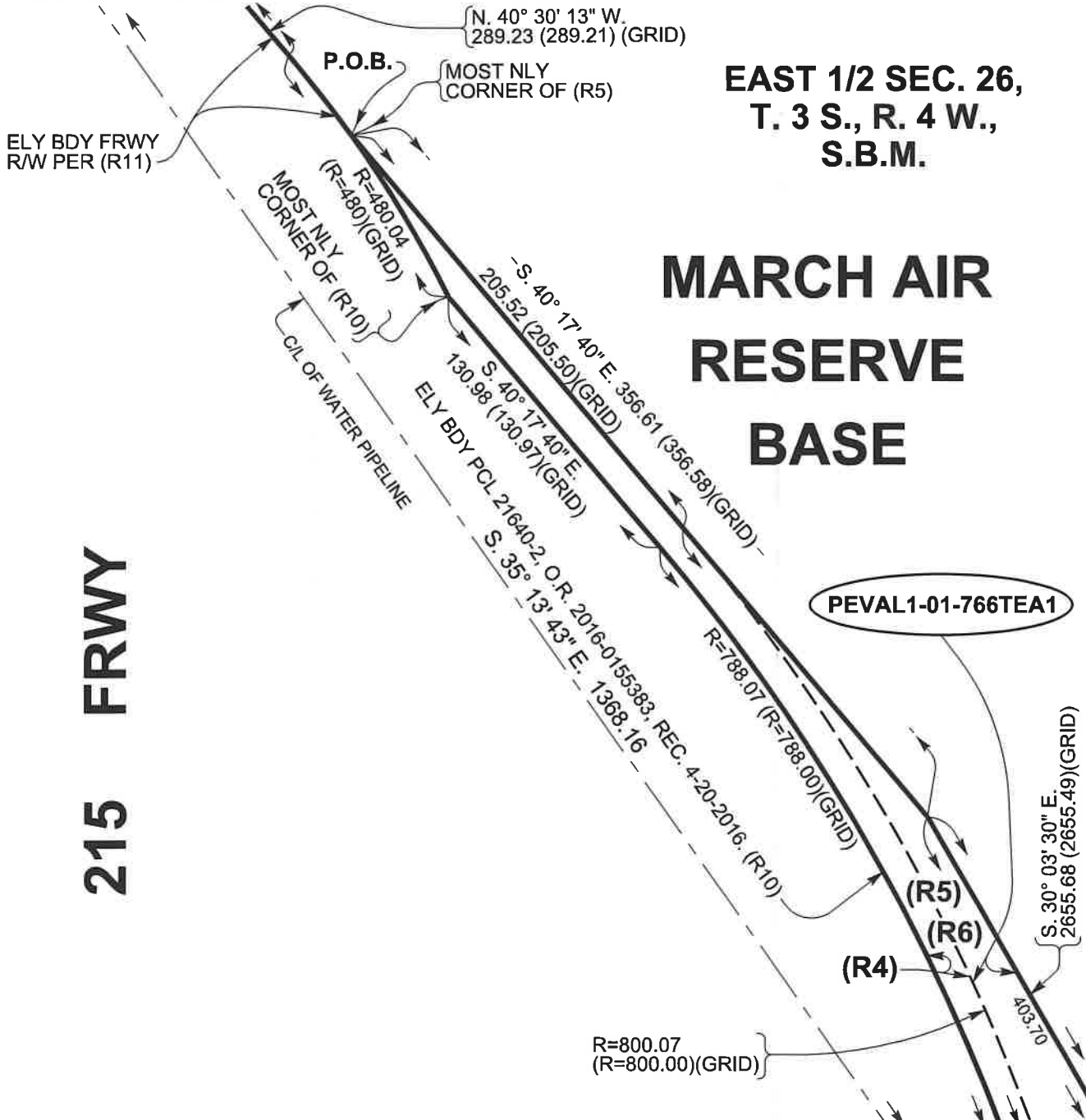
EXHIBIT B-5

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**EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.**

MARCH AIR RESERVE BASE

215 FRWY



SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



NO SCALE

CONTINUED ON PAGE 5
LAKE MATHEWS DISTRIBUTION TEAM

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE

TEMPORARY EASEMENT

MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL1-01-766TEA1

EXHIBIT B-5

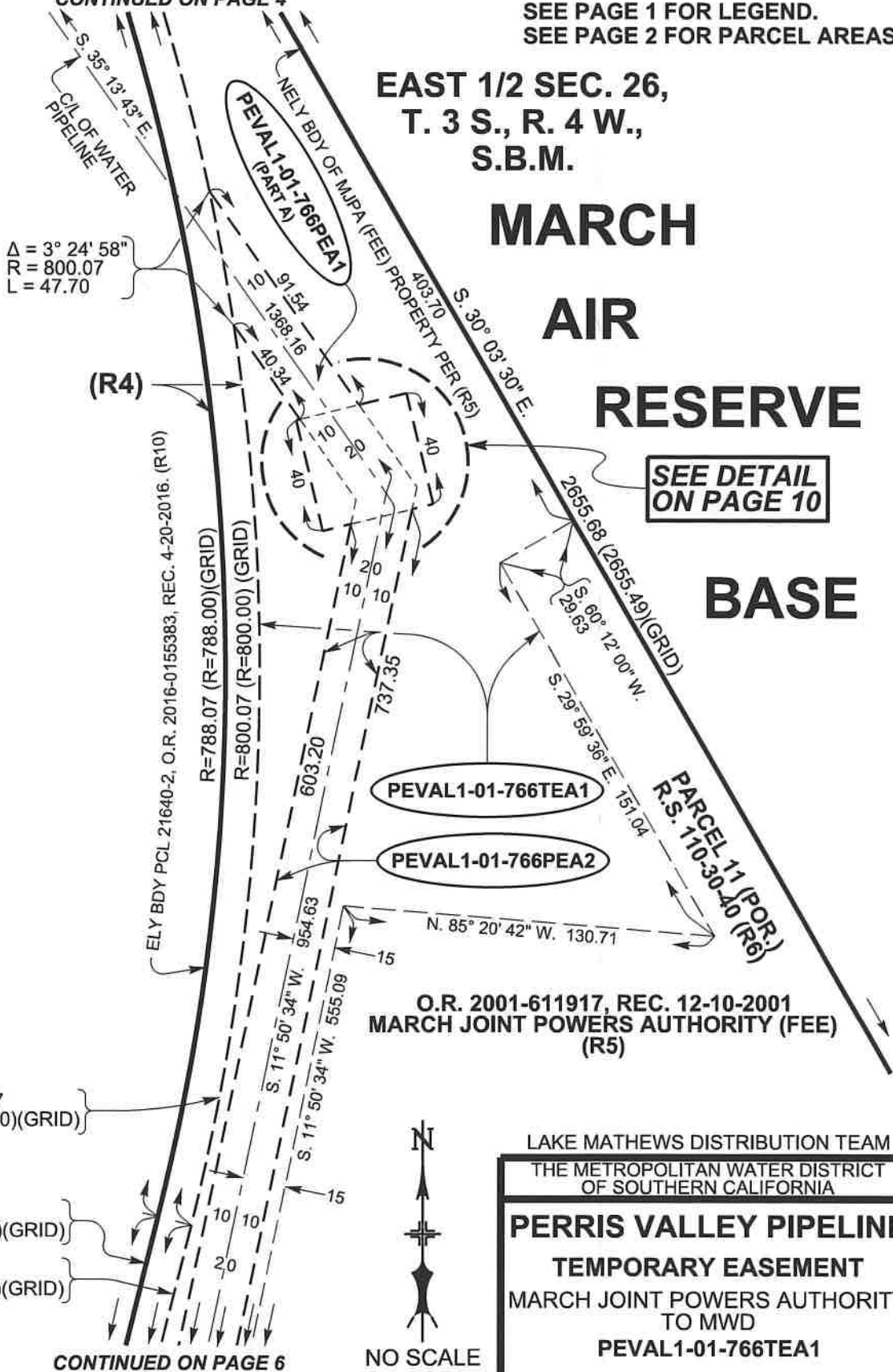
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SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.

EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.

MARCH
AIR
RESERVE
BASE

FRWY
215



SEE DETAIL
ON PAGE 10

O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
(R5)



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

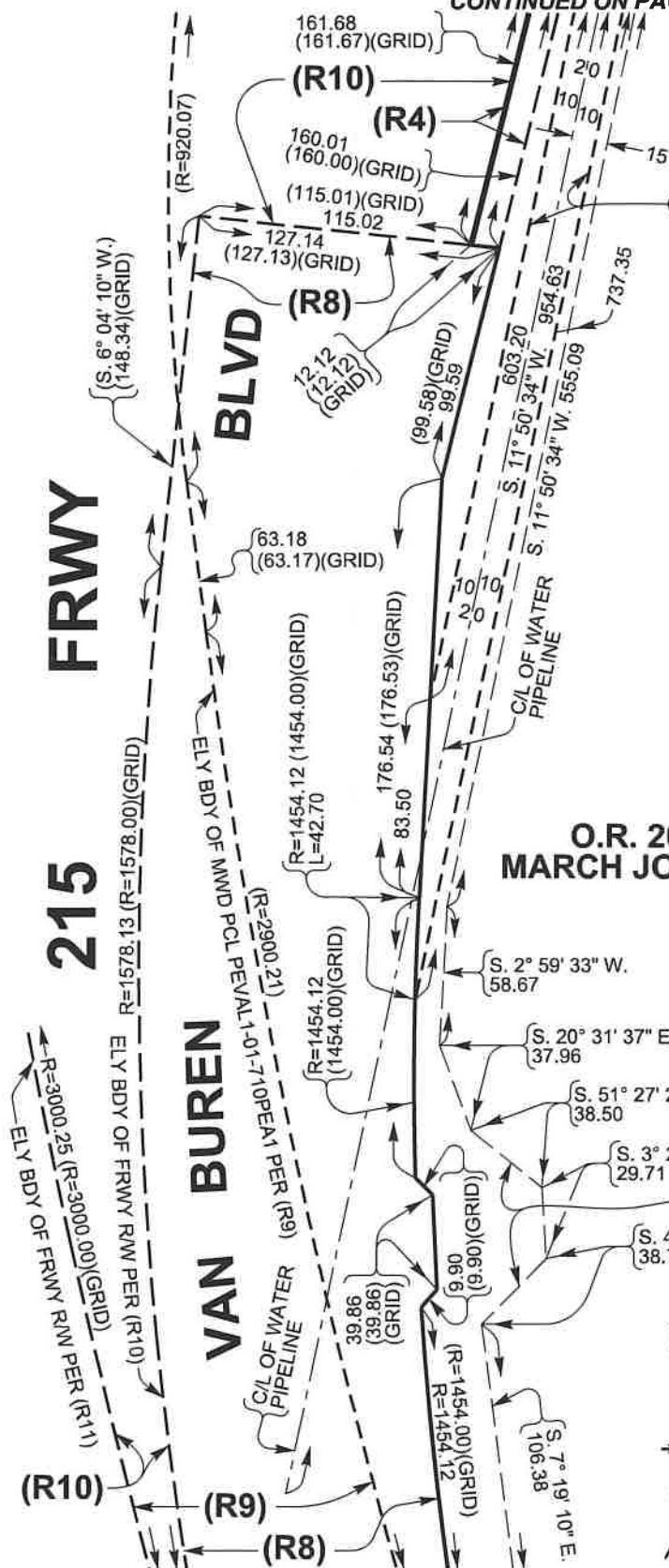
PERRIS VALLEY PIPELINE
TEMPORARY EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-766TEA1

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EXHIBIT B-5

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SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



PEVAL1-01-766PEA2

PARCEL 11 (POR.),
R.S. 110-30-40
(R6)

EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.

O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
(R5)

PEVAL1-01-766TEA1

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE
TEMPORARY EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-766TEA1



NO SCALE

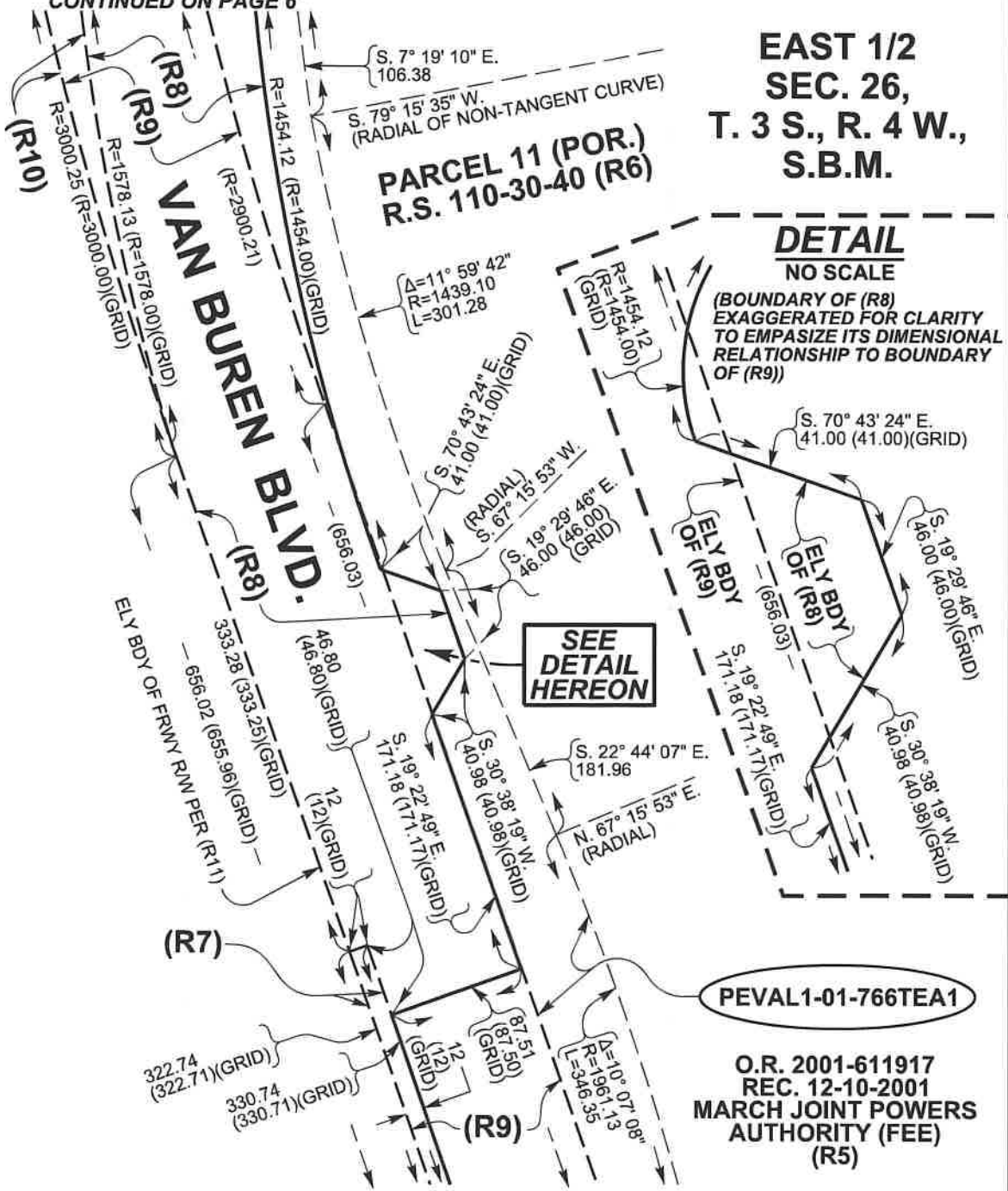
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EXHIBIT B-5

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CONTINUED ON PAGE 6

**EAST 1/2
SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.**

215 FRWY



SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



NO SCALE

CONTINUED ON PAGE 8

LAKE MATHEWS DISTRIBUTION TEAM

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE

TEMPORARY EASEMENT

MARCH JOINT POWERS AUTHORITY
TO MWD

PEVAL1-01-766TEA1

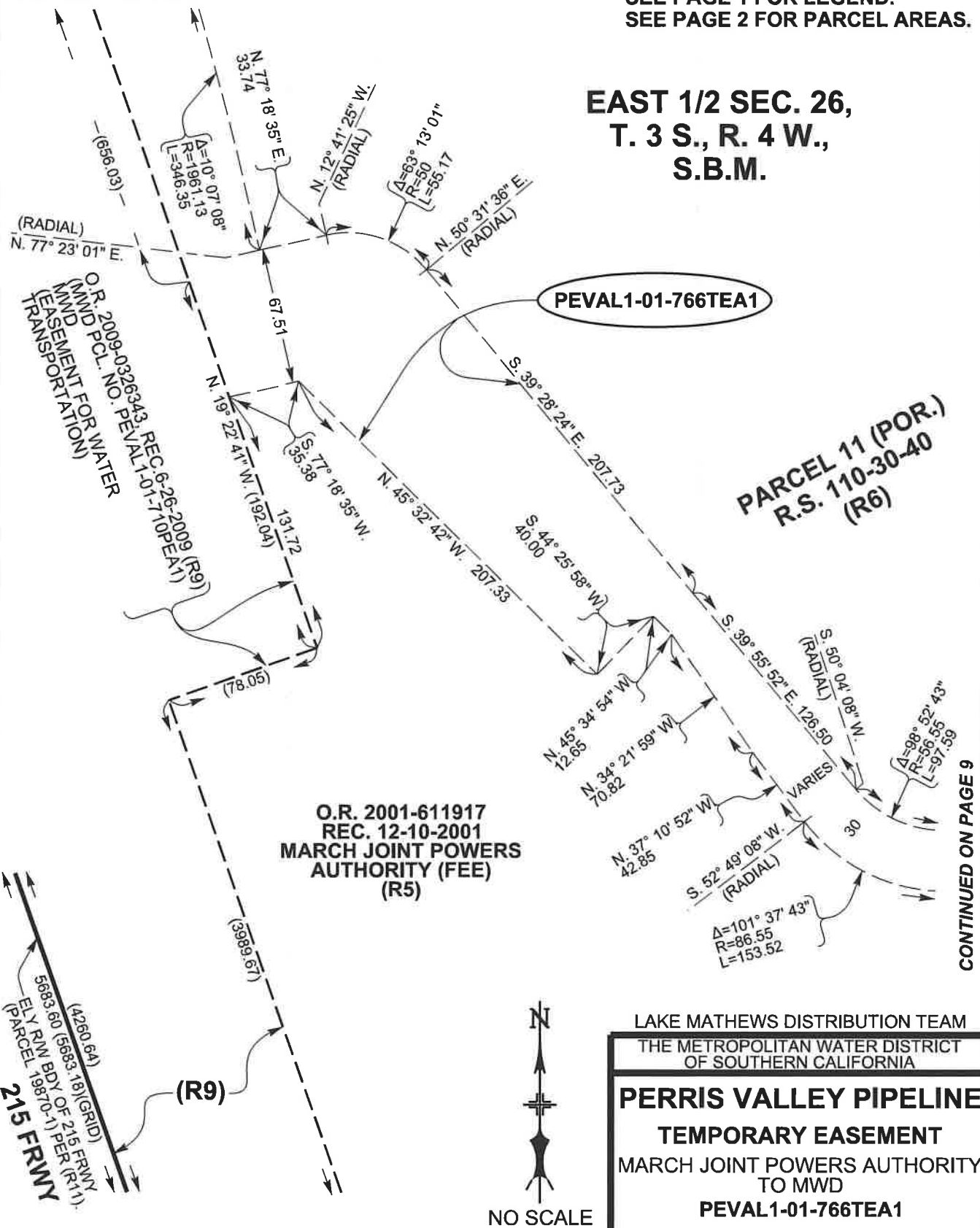
EXHIBIT B-5

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.

**EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.**

CONTINUED ON PAGE 7



PEVAL1-01-766TEA1

**PARCEL 11 (POR.)
R.S. 110-30-40
(R6)**

**O.R. 2001-611917
REC. 12-10-2001
MARCH JOINT POWERS
AUTHORITY (FEE)
(R5)**

CONTINUED ON PAGE 9

215 FRWY
ELY. RW BDY. OF 215 FRWY
(PARCEL 19870-1) PER (R11)



NO SCALE

LAKE MATHEWS DISTRIBUTION TEAM
 THE METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE
TEMPORARY EASEMENT
 MARCH JOINT POWERS AUTHORITY
 TO MWD
PEVAL1-01-766TEA1

EXHIBIT B-5

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.

EAST 1/2 SEC. 26,
T. 3 S., R. 4 W.,
S.B.M.

MARCH AIR RESERVE BASE

O.R. 2001-611917
REC. 12-10-2001
MARCH JOINT POWERS
AUTHORITY (FEE)
(R5)

PEVAL1-01-766TEA1

PARCEL 11 (POR.)
R.S. 110-30-40
(R6)

LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE
TEMPORARY EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-766TEA1

CONTINUED ON PAGE 8



NO SCALE

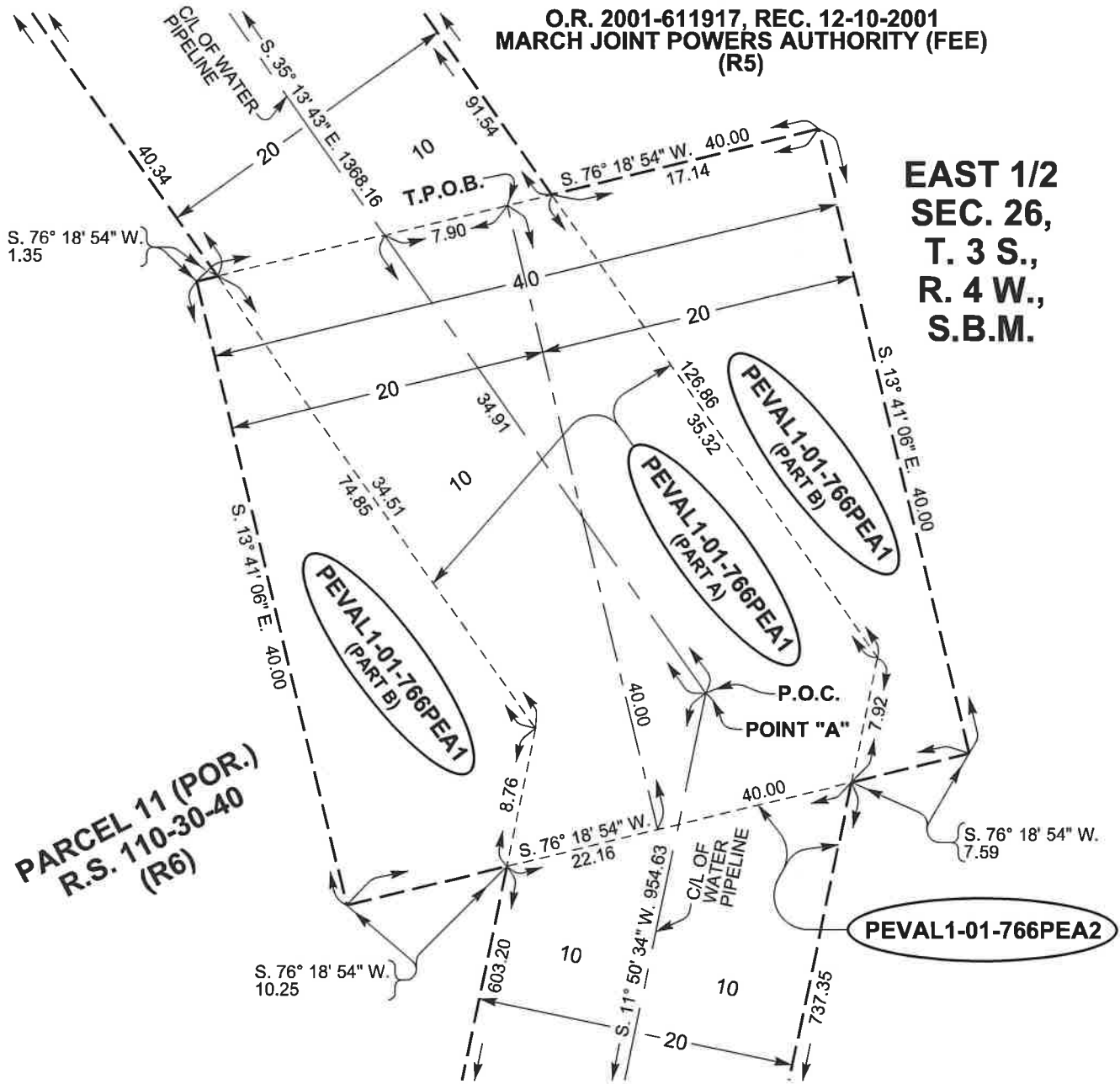
EXHIBIT B-5

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

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O.R. 2001-611917, REC. 12-10-2001
MARCH JOINT POWERS AUTHORITY (FEE)
(R5)

EAST 1/2
SEC. 26,
T. 3 S.,
R. 4 W.,
S.B.M.



PARCEL 11 (POR.)
R.S. 110-30-40
(R6)

CONTINUED ON PAGE 5

DETAIL FOR PAGE 5

SEE PAGE 1 FOR LEGEND.
SEE PAGE 2 FOR PARCEL AREAS.



LAKE MATHEWS DISTRIBUTION TEAM
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

PERRIS VALLEY PIPELINE
TEMPORARY EASEMENT
MARCH JOINT POWERS AUTHORITY
TO MWD
PEVAL1-01-766TEA1

Attachment 7

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
--	---

1. Project Title:	Grant of Temporary Construction Easements and Permanent Access, Pipeline and Tunnel Easements to the Metropolitan Water District (MWD) for the completion of the Perris Valley Pipeline 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:	<p>This portion the Perris Valley Pipeline Project, within the March Joint Powers Authority (March JPA) jurisdictional boundaries, will tie together two previously constructed sections of the pipeline, one located northwest of the Interstate 215 Freeway-Van Buren Boulevard Interchange, and the other located southeast of the Interchange. This Project is an approximately 3000-foot-long, 96-inch diameter potable water pipeline that will increase treated water supplies to western Riverside County.</p> <p>In order to complete the Pipeline Project and enable future operations, maintenance, and inspections, the MWD is requesting that March Joint Powers Authority grant the following temporary and permanent easements, as described below:</p> <p>1) Temporary Access Easement (West of I-215 Freeway): [PEVAL1-01-755TEA1 (42,790 s.f.), PEVAL1-01-800TEA1 (11,770 s.f.)] A proposed temporary easement used for ingress and ingress to deliver pipe and other equipment to MWD's Shaft 1 location. This access easement will only be required during the</p>

	<p>duration of the construction.</p> <p>2) Permanent Access Easement-West (West of I 215 Freeway): [PEVAL1-01-755PEA1 (5,270 s.f.)] A proposed permanent easement, west of the I 215 Freeway, for ingress, egress, and road purposes to Metropolitan's existing permanent easement. This easement will connect to Metropolitan's existing easement where the Perris Valley pipeline is located.</p> <p>3) Permanent Pipeline and Access Easement (East of I 215 Freeway): [PEVAL1-01-766PEA1 - Part A (2,180 s.f.), PEVAL1-01-766PEA1 - Part B (750 s.f.)] A proposed permanent easement, east of I-215 Freeway, for installing, maintaining, and operating a pipeline with ingress and egress rights</p> <p>4) Permanent Tunnel Easement (East of I-215 Freeway): [PEVAL1-01-766PEA2 (13,440 s.f.)] A proposed subsurface permanent easement, west of the I-215 Freeway, for installing, maintaining, and operating a pipeline underground, with no surface rights for access, except for the purpose of making a survey in connection with the construction of the tunnel.</p>
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:	Metropolitan Water District
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 type="checkbox"/> Categorical Exemption. State type and class number:	
(e) <input type="checkbox"/> Declared Emergency.	
(f) <input type="checkbox"/> Statutory Exemption. State Code section number:	
(g) <input checked="" type="checkbox"/> Other. Explanation:	Pursuant to Sections 15162 and 15163, the granting of easements is consistent with the EIR (SCH No. 2005061028) and Addendums, for the Perris Valley Pipeline Project and such, would not require any additional environmental analysis. None of the circumstances/new information outlined in Section 15162 has occurred.
9. Reason why project was exempt:	The Metropolitan Water District, for the proposed Project, anticipated obtaining real property rights (easements) from other private owners and various public agencies, including the March Joint Powers Authority, to complete the Perris Valley Pipeline Project. The granting of easements for the Perris Valley Pipeline Project do not meet any of the conditions that would require the preparation of a

	subsequent EIR or negative declaration set forth in Section 15162 of the State CEQA Guidelines or any of the conditions requiring the preparation of a supplement to an EIR as set forth in Section 15163 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: August 10, 2022

Signature: _____ Date: August 10, 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

**Perris Valley Pipeline Project - March JPA Easements
Location Map**



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

***MJPA Operations - Consent Calendar
Agenda Item No. 8 (6)***

Meeting Date: August 10, 2022

Action: **RETAIN ROGERS, ANDERSON, MALODY & SCOTT
FOR THE ANNUAL AUDIT**

Motion: Move to retain Rogers, Anderson, Malody & Scott for the annual audit.

Background:

At the May 8, 2019 March JPC meeting, the Commission approved retaining Rogers, Anderson, Malody & Scott (RAMS) for the 2018/2019 fiscal year audit with four one-year options to extend their contract for audit services within those subsequent years, subject to Commission approval. The Commission has approved two prior extensions for this contract. Staff is recommending the March JPC authorize a third extension of a one-year period to retain RAMS to perform the March Joint Powers Authority's (MJPA) 2021/2022 audit. This extension will allow MJPA staff time to solicit bids on the FY 2022/23 audit proposal and provide more time in the review and selection process.

The total cost for the audit of the MJPA is \$29,800. This approval is for the audit of FY 2021/2022 only.

Attachment: 1) Proposed engagement letter for the March JPA and MIPAA annual audits from RAMS.

Attachment 1



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

June 9, 2022

735 E. Carnegie Dr. Suite 100
San Bernardino, CA 92408
909 889 0871 T
909 889 5361 F
ramscpa.net

To the Board of Commissioners
March Joint Powers Authority
Riverside, California

PARTNERS

Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradferd A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST
Brenda L. Odle, CPA, MST (Partner Emeritus)

MANAGERS / STAFF

Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA, CGMA
Seong-Hyea Lee, CPA, MBA
Evelyn Morentin-Barcena, CPA
Veronica Hernandez, CPA
Laura Arvizu, CPA
Xinlu Zoe Zhang, CPA, MSA
John Maldonado, CPA, MSA
Thao Le, CPA, MBA
Julia Rodriguez Fuentes, CPA, MSA
Demi Hite, CPA

MEMBERS

American Institute of
Certified Public Accountants

*PCPS The AICPA Alliance
for CPA Firms*

*Governmental Audit
Quality Center*

*Employee Benefit Plan
Audit Quality Center*

California Society of
Certified Public Accountants

The following represents our understanding of the services we will provide the March Joint Powers Authority, March Inland Port Airport Authority and March Joint Powers Utilities Authority (herein referred to as the Authority).

You have requested that we audit the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Authority as of June 30, 2022, and for the year then ended and the related notes, which collectively comprise the Authority basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.



This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. General and Major Fund Budgetary Comparison Schedules
3. Pension Related Schedules
4. OPEB Related Schedules
5. Budgetary Comparison Schedules

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. As part of an audit in accordance with GAAS in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority' ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;

- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit;
 - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Authority. However, we will provide advice and recommendations to assist management of the Authority in performing its responsibilities.

The Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We will perform the services in accordance with applicable professional standards. Our responsibilities and limitations of the nonattest services are as follows:

- Financial statement preparation

Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the Authority's basic financial statements. Our report will be addressed to the Board of Commissioners. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report on the March Inland Port Airport Authority and the March Joint Powers Utilities Authority upon completion of our audit of their basic financial statements. We will also issue a written report on the agreed upon procedures over the golf course.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

If it is determined a Single Audit is needed subsequent to this engagement letter, we will provide the Authority with another engagement letter covering the terms and conditions related to a Single Audit and the Uniform Guidance.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Provisions of Engagement Administration, Timing, and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Scott Manno, CPA, CGMA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Rogers, Anderson, Malody & Scott, LLP's (RAMS) services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees will be as follows: March Joint Powers Authority \$29,800; March Inland Port Airport Authority \$8,270; March Joint Powers Utilities Authority \$5,020; single audit (one major program) \$4,920. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Authority's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Our fee for this engagement assumes the following: the Authority will be adequately prepared for the audit and the Authority's financial operations and working trial balance will be consistent from year to year. If, after we receive the working trial balances, we notice there are excessive new accounts over the prior year; or if there are excessive subsequent journal entries; prepared by client workpapers that do not agree to the working trial balances, there are new funds/functions within the Authority, or other changes that necessitate a significant amount of time to address, we will need to come to an agreed upon change order to address any possible additional costs incurred by the firm. If the need for additional work does come to our attention, we will immediately notify Authority staff. If you choose to have us perform the additional work, then such work will be performed at the same hourly rates applicable to the audit work and set forth in an addendum to the contract between the Authority and our firm.

Management is also responsible for the implementation of new standards issued by the Governmental Accounting Standards Board. We will provide reasonable assistance in the preparation of the items noted herein, but any significant time needed to complete the financial statements will be billed separately.

Our proposed fee is also dependent on all items requested being completed in the format requested or in a mutually agreed upon format and uploaded to the Engagement Organizer hosted by our firm in a timely manner in accordance with the agree-upon audit timeline.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report. Upon expiration of this period, we will be free to destroy our records related to the engagement. However, we do not keep original client documents, so we will return those as they are used during each engagement. It is management's responsibility to retain and protect the records for possible future use, including examination by regulators and federal agencies.

We require that a copy of the final trial balance (i.e., a trial balance ready to audit) be delivered to us at least 10 business days prior to the start of the audit, otherwise we may reschedule the start of the audit.

At the conclusion of our audit engagement, we will communicate to the Board of Commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of RAMS and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators, federal agencies, and to the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Rogers, Anderson, Malody & Scott, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Non-solicit Clause

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for RAMS, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

International Alliance Membership

RAMS is an independent member firm of Alliot Global Alliance, which is an international alliance of independent accounting, law, and specialist firms. Alliot Global Alliance and its member firms are legally distinct and separate entities. These entities are not and shall not be construed to be in the relationship of a parent firm, subsidiary, partner, joint venture, agent, or a network. No Alliot Global Alliance member firm has any authority (actual, apparent, implied, or otherwise) to obligate or bind Alliot Global Alliance or any other Alliot Global Alliance member firm in any manner whatsoever. Equally, neither Alliot Global Alliance nor any other member firm has any authority to obligate or bind RAMS or any other member firm. All Alliot Global Alliance members are independent firms, and as such, they each render their services entirely on their own account (including benefit and risk). In connection with the engagement contemplated by this letter or any other services from time to time provided by RAMS, RAMS may seek advice from or may recommend the retention of an Alliot Global Alliance member firm. Alliot Global Alliance and its other member firms shall have no liability for advice rendered by RAMS or such consulted or retained Alliot Global Alliance member firm. Nor shall RAMS have liability for advice rendered by any of the other Alliot Global Alliance member firms, even if consulted or recommended to you by RAMS.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. Keep a copy for your records.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

ROGERS, ANDERSON, MALODY & SCOTT, LLP



Scott Manno, CPA, CGMA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of March Joint Powers Authority by:

Name: _____

Title: _____

Date: _____

Grant Bennett Associates

A PROFESSIONAL CORPORATION

Report on the Firm's System of Quality Control

June 4, 2021

To the Partners of Rogers, Anderson, Malody & Scott, LLP, and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.

Grant Bennett Associates

GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants



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ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

June 9, 2022

735 E. Carnegie Dr. Suite 100
San Bernardino, CA 92408
909 889 0871 T
909 889 5361 F
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To the Board of Commissioners
March Joint Powers Authority
Riverside, California

PARTNERS

Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradford A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST
Brenda L. Odle, CPA, MST (Partner Emeritus)

MANAGERS / STAFF

Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA, CGMA
Seong-Hyea Lee, CPA, MBA
Evelyn Morentin-Barcena, CPA
Veronica Hernandez, CPA
Laura Arvizu, CPA
Xinlu Zoe Zhang, CPA, MSA
John Maldonado, CPA, MSA
Thao Le, CPA, MBA
Julia Rodriguez Fuentes, CPA, MSA
Demi Hite, CPA

MEMBERS

American Institute of
Certified Public Accountants

*PCPS The AICPA Alliance
for CPA Firms*

*Governmental Audit
Quality Center*

*Employee Benefit Plan
Audit Quality Center*

California Society of
Certified Public Accountants

This letter is provided in connection with our engagement to audit the financial statements of the March Joint Powers Authority (the Authority) as of and for the year ended June 30, 2022. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated June 9, 2022, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America, and in accordance with *Government Auditing Standards* for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

Our responsibility for the required supplementary information included in the document containing the audited financial statements and our report thereon includes only the information identified in our report. We have no responsibility for determining whether the required supplementary information is properly stated.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.



Board of Commissioners
March Joint Powers Authority

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Certain significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although we are currently in the planning stage of our audit, the following presumptive significant risks are applicable to our audit and require special audit considerations:

- *Management's override of internal controls over financial reporting:* Auditors must consider and respond to the risk of management override of internal controls, which is the intervention by management in handling financial information and making decisions contrary to internal control policy.
- *Revenue recognition:* Auditors must consider and respond to the risk of management subversion of generally accepted accounting principles in determining how and when revenue is recognized.

We expect to begin our audit on approximately June 27, 2022. Scott Manno, CPA, CGMA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the Board of Commissioners and management of the Authority and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (7)

Meeting Date: August 10, 2022

Action: **AUTHORIZE APPROVAL OF INTERIM EXPENDITURES PRIOR TO ADOPTION OF THE BUDGET FOR FISCAL YEAR 2022-2023 AND AUTHORIZE THE EXECUTIVE DIRECTOR TO CONTINUE MARCH JOINT POWERS AUTHORITY OPERATIONS CONSISTENT WITH EXPENDITURES AND COMMITMENTS APPROVED IN THE FISCAL YEAR 2021-2022 ADOPTED BUDGET**

Motion: Move to authorize approval of interim expenditures prior to the adoption of the budget for Fiscal Year 2022-2023 and authorize the Executive Director to continue March Joint Powers Authority operations consistent with expenditures and commitments approved in the Fiscal Year 2021-2022 Adopted Budget.

Background:

Pursuant to the Joint Powers Agreement, the March Joint Powers Authority (“Authority”) is subject to the laws applicable to California counties. California counties are required to adhere to the procedures outlined in Government Code sections 29000 – 29144 (the “County Budget Act”). According to Government Code section 29214, in cases of emergency, if a budget has not been approved, expenditures can still be made based on the amount appropriated based on the final budget of the preceding year.

In light of the ongoing COVID-19 pandemic and current economic uncertainty due to talks of a recession, the Authority is still in the process of reviewing and determining anticipated revenues and expenditures for the operating budget for Fiscal Year 2022-2023. The Authority is required to and has been making routine and monthly payments for goods and services in order to ensure that the day-to-day operations of the Authority will not be interrupted.

The proposed resolution will allow the Authority to continue to meet its payment obligations by providing a funding mechanism for a limited timeframe until a budget for Fiscal Year 2022-2023 is adopted. All such expenditures and commitments are required to be consistent with the expenditures and commitments approved in the Fiscal Year 2021-2022 Adopted Budget.

Attachment: 1) Resolution #JPA 22-13
Preparation Date: August 4, 2022

RESOLUTION #JPA 22-13

A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY APPROVING INTERIM EXPENDITURES PRIOR TO ADOPTION OF THE BUDGET FOR FISCAL YEAR 2022-2023

WHEREAS, the March Joint Powers Authority (“Authority”) is a California joint powers authority formed under the Joint Exercise of Powers Act (commencing with Section 6500 of the Government Code); and

WHEREAS, pursuant to the Joint Powers Agreement, the Authority is subject to the laws applicable to California counties; and

WHEREAS, the procedures applicable to counties for budget adoption are outlined in Government Code sections 29000 – 29144 (the “County Budget Act”); and

WHEREAS, pursuant to Government Code section 29214, if a budget has not been approved, expenditures can still be made based on the amount appropriated based on the final budget of the preceding year; and

WHEREAS, in light of the ongoing COVID-19 pandemic and potential talks of a recession, the Authority is still in the process of reviewing and determining anticipated revenues and expenditures for the operating budget for Fiscal Year 2022-2023; and

WHEREAS, the Authority is required to and has been making routine and monthly payments for goods and services, as necessary to continue day-to-day operations of the Authority, including without limitation payroll and expense disbursements, until the final budget for Fiscal Year 2022-2023 is completed and adopted by the March Joint Powers Commission.

NOW, THEREFORE, THE JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY RESOLVES AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Interim Expenditures. The March Joint Powers Commission of the March Joint Powers Authority hereby approves interim expenditures of the March Joint Powers Authority prior to the approval and adoption of the Fiscal Year 2022-2023 Budget.

SECTION 3. Authorization. The Executive Director is authorized to continue March Joint Powers Authority operations, including payroll and purchases of necessity, in order to keep the March Joint Powers Authority in operations consistent with expenditures and commitments approved in the Fiscal Year 2021-2022 Adopted Budget.

SECTION 4. Effective Date. This Resolution shall be effective immediately after its adoption and will remain effective, unless repealed by the March Joint Powers Commission, until superseded by the adoption of the Annual Budget for Fiscal Year 2022-2023.

PASSED, APPROVED, and ADOPTED at a regular meeting of the March Joint Powers Commission of the March Joint Powers Authority this 10th day of August, 2022.

Jeff Hewitt, Chair
March Joint Powers Commission

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution #JPA 22-13 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on August 10, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: August 10, 2022

Cindy Camargo, Clerk
March Joint Powers Commission

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: August 10, 2022

Action: **MOVE TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES FOR FINANCE MANAGEMENT SERVICES, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Motion: Move to Approve a Professional Services Agreement with MV Cheng & Associates for finance management services, and authorize the Executive Director to execute the Agreement.

Background:

Due to the resignation of the Finance Director in June 2022, March JPA solicited informal quotes from municipal finance management companies in order to support the immediate staffing needs within the Authority for the month of June. Of the companies that were contacted, MV Cheng & Associates provided the lowest and most qualified quote that was well below what the Executive Director is authorized to approve and aligned with the needs of the Authority.

MV Cheng & Associates not only provided the expertise required to support the Authority's immediate finance service needs, but their staff also exceeded the Authority's expectations in producing quality work on the March JPA's 2022-2024 budget within a very short period of time. As March JPA works on a plan to sunset its current land use operations, vacant positions within the agency will remain unfilled. As such, to sustain the agency's municipal finance service needs, staff is seeking approval of an annual contract with MV Cheng & Associates with two one-year extension options.

Move to approve a Professional Services Agreement with MV Cheng & Associates for finance management services and authorize the Executive Director to execute the Agreement.

Attachment: 1) Professional Services Agreement

Attachment 1

**MARCH JOINT POWERS AUTHORITY
PROFESSIONAL SERVICES AGREEMENT WITH
MV CHENG & ASSOCIATES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of August, 2022, by and between the March Joint Powers Authority, a joint powers authority, organized under the laws of the State of California, with its principal place of business at 14205 Meridian Parkway, Suite #140, Riverside, County of Riverside, State of California ("Authority") and MV Cheng & Associates, a Corporation of State of California ("Consultant") with its principal place of business at _____ Authority and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing services to public clients, is licensed in the State of California, and is familiar with the plans of Authority.

2.2 Project.

Authority desires to engage Consultant to render such professional services for municipal finance services ("Services") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 10, 2022 to August 10, 2023, with two one-year extension options, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. Authority retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of Authority and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit A attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Authority.

3.2.4 Substitution of Key Personnel. Consultant has represented to Authority that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Authority. In the event that Authority and Consultant cannot agree as to the substitution of key personnel, Authority shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Misty V. Cheng.

3.2.5 Authority's Representative. The Authority hereby designates Executive Director, Dr. Grace Martin, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The Executive Director shall be authorized to act on Authority's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Executive Director, Authority's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Consultant, Misty V. Cheng, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibit A attached hereto, or which may be separately agreed upon in writing by the Authority and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Authority's Minority

Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify Authority against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Authority that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Authority to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Authority to add the following provisions to the insurance policies:

(A) Commercial General Liability (1) Additional Insured: The Authority, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the Authority, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Authority, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Authority and shall protect the Authority, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the Authority, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Authority for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Authority evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligation on the Authority nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(C) The Authority may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the Authority nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

(F) Consultant shall report to the Authority, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Authority, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the Authority, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the Authority.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local,

state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Authority's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the Authority, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Authority may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. The total compensation shall not exceed Thirty Eight Thousand dollars and no cents (\$38,000) without written approval of the Commission or Executive Director as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to Authority a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. Authority shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the Authority disputes any of Consultant's fees, the Authority shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Authority, or included in Exhibit A of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, Authority may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Authority.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3)

years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Authority may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Authority, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Misty V. Cheng

ATTN: Misty V. Cheng, President & CEO

Authority: March Joint Powers Authority
14205 Meridian Parkway, Suite #140
Riverside, CA 92518
ATTN: Dr. Grace Martin, Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data

magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of Authority, and shall not be used in whole or in substantial part by Consultant on other projects without the Authority's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Authority reproducible copies of all Documents & Data, in a form and amount required by Authority. Authority reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Authority at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Authority upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Authority any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Authority upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Authority and provide Authority with the opportunity to obtain the documents.

3.5.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the Authority.

3.5.3.3 Right to Use. Authority shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at Authority's sole risk. If Authority uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Authority upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.3.4 Indemnification. Consultant shall defend, indemnify and hold the Authority, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

3.5.3.6 Confidential Information. The Authority shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Authority's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Authority shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give Authority written notice of Consultant's objection to the Authority's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Authority shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with Authority's choice of legal counsel), and hold Authority harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Authority release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Indemnification.

3.5.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants, or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees, and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the Authority. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

3.5.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is

defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 Authority's Right to Employ Other Consultants. Authority reserves right to employ other consultants in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of Services hereunder.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Authority include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the Authority's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.20 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO
PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE MARCH JOINT POWERS AUTHORITY
AND MV CHENG & ASSOCIATES**

MARCH JOINT POWERS AUTHORITY

MISTY V. CHENG

By: _____
Grace I. Martin, DPPA
Executive Director

By: _____
Misty V. Cheng
President & CEO

Attest:

Authority Clerk

Approved as to Form:

Thomas A. Rice
Best Best & Krieger LLP
General Counsel

EXHIBIT "A"
SCOPE OF SERVICES

MVC
MV CHENG & ASSOCIATES
Municipal Value Consultants

May 24, 2022

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

Dear Ms. Martin:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for an interim Finance Director consultant for the March Joint Powers Authority.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Currently, I serve as the Interim Deputy Director of Administrative Services for the City of South Gate. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Payroll Technician, Accountant, Senior Accountant, Accounting Manager and Finance Director as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting two candidates. Below is a brief synopsis of each and the rates. Please refer to the resumes attached for more details.

- \$125-Richard Beltran-32 years of municipal experience including Finance Director, Assistant Finance Director, Senior Accountant, Accountant, Consultant.

- \$125 per hour-Michael Blazenski –25 years of municipal experience with positions consisting of Finance Director/Treasurer, Assistant Finance Director, Consultant

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV Cheng & Associates Inc. are Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for accounting/HR/IT assistance for your agency. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,



Misty V. Cheng
President & CEO

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

***MJPA Operations - Consent Calendar
Agenda Item No. 8 (9)***

Meeting Date: August 10, 2022

Action: **ADOPT RESOLUTION #JPA 22-12 ADOPTING AN
AMENDED CONFLICT OF INTEREST CODE/
APPENDIX FOR THE MARCH JOINT POWERS
AUTHORITY**

Motion: Approve Resolution #JPA 22-12 adopting an amended Conflict of Interest Code/Appendix for the March Joint Powers Authority.

Background:

The March Joint Powers Authority's (March JPA) Conflict of Interest Code is reviewed periodically for updates and amendments as required by the Political Reform Act and the County of Riverside, which is the code-reviewing body for the March JPA. The last amended Conflict of Interest Code Appendix was adopted by the March Joint Powers Commission in August 2020. The current proposed amendments to the Code/Appendix will address changes to the March JPA staff filing designations, and new or abolished former positions.

The March JPA legal counsel drafted the proposed amendments to the Conflict of Interest Code/Appendix. Once approved by the Commission, the Conflict of Interest Code with Appendix will be submitted to the County of Riverside Board of Supervisors for approval of the amendment and will become effective 30 days after the Board of Supervisors approves the proposed amendment as submitted.

Attachment:

- 1) Resolution #JPA 22-12
Legislative Version of Proposed Conflict of Interest Code
Amendment/Appendix.
Notice of Intention to Amend the Conflict of Interest Code of the
March JPA.
- 2) Legislative (redline) version of amended Code showing changes made.

Attachment 1

Resolution #JPA22-12

Legislative Version of Proposed Conflict of Interest Code
Amendment/Appendix

Notice of Intention to Amend the Conflict of Interest Code of the
March JPA

RESOLUTION #JPA 22-12

**RESOLUTION OF THE JOINT POWERS COMMISSION OF
THE MARCH JOINT POWERS AUTHORITY ADOPTING
AN AMENDED CONFLICT OF INTEREST CODE
PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the March Joint Powers Authority (the "Authority"), and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the Members of the Joint Powers Commission (the "Commission") adopted a Conflict of Interest Code (the "Code") which was amended on February 2, 2021, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the Authority have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Authority's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the Authority being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Commission of, the proposed amended Code was provided each affected designated employee and publicly posted for review at the offices of the Authority; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Commission on August 10, 2022, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Joint Powers Commission of the March Joint Powers Authority that the Commission does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Executive Secretary and available for inspection to the public during regular business hours;

BE IT FURTHER RESOLVED that the said amended Conflict of Interest Code shall be submitted to the Board of Supervisors of the County of Riverside for approval and said Code shall become effective upon approval by the Board of Supervisors, as submitted.

APPROVED AND ADOPTED this 10th day of August, 2022.

Jeffrey Hewitt, Chair
March Joint Powers Commission
March Joint Powers Authority

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution #JPA 22-12 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on August 10, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: August 10, 2022

Cindy Camargo, Clerk
March Joint Powers Commission

CONFLICT OF INTEREST CODE
FOR THE
MARCH JOINT POWERS
AUTHORITY

CONFLICT OF INTEREST CODE FOR THE
MARCH JOINT POWERS AUTHORITY

(Amended August 10, 2022)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, regulation and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **March Joint Powers Authority** (the "**Authority**").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Executive Assistant/Clerk** as the Authority's Filing Officer. The **Executive Assistant/Clerk** shall make and retain a copy of all statements filed by Members of the Joint Powers Commission and the Executive Director, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Riverside. The **Executive Assistant/Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

MARCH JOINT POWERS AUTHORITY

(Amended August 10, 2022)¹

PART "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Authority Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to the Authority's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

It has been determined that the positions listed below are officials who manage public investments²: These positions are listed here for informational purposes only.

Members of the Joint Powers Commission

Executive Director

Financial Consultants

¹ Titles updated June 2020.

² Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Airport Director	5
Deputy Director	1, 2
Executive Assistant/Clerk	2, 4
General Counsel	1, 2
Planning Director	1, 2
Principal Planner	1, 2
Property Manager	2, 5
Senior Planner	1, 2

MEMBERS, BOARDS, COMMITTEES AND COMMISSIONS:

Technical Advisory Committee	1, 2
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Consultant and New Positions³

³ Individuals serving as a consultant as defined in Regulation 18700.3 or in a new position created since this Code was last approved that make or participate in making decisions shall disclose pursuant to the broadest disclosure requirements set forth in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regs 18219 and 18734.) The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the Designated Position must disclose for each disclosure category to which the designated is assigned.⁴ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the Authority.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the Authority, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of Authority.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Authority.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Position’s department, unit or division.

⁴ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)

NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE MARCH JOINT POWERS AUTHORITY

NOTICE IS HEREBY GIVEN that the March Joint Powers Authority (the "Authority") intends to amend its Conflict of Interest Code (the "Code") pursuant to Government Code Section 87306.

The Appendix of the Code designates those employees, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of the Authority's Code. The Authority's proposed amendment is to include revision of disclosure categories and revises titles of existing positions.

The proposed amended Code will be considered by the Members of the Commission on August 10, 2022, at 3:00 p.m. at March JPC Meeting Location, 14205 Meridian Parkway, Riverside, California. Any interested person may be present and comment at the public meeting or may submit written comments concerning the proposed amendment. Any comments or inquiries should be directed to the attention of Cindy Camargo, Executive Assistant/Clerk, March JPA, 14205 Meridian Parkway, Suite 140, Riverside, CA 92518; (951) 656-7000. Written comments must be submitted no later than 3:00 p.m. on August 10, 2022.

The proposed amended Code may be reviewed at, and copies obtained from, the office of the Executive Assistant/Clerk at March JPA, 14205 Meridian Parkway, Suite 140, Riverside, California, during regular business hours.

Attachment 2

Legislative (redline) version of amended Code showing changes made.

LEGISLATIVE VERSION
(SHOWS CHANGES MADE)

CONFLICT OF INTEREST CODE

FOR THE

MARCH JOINT POWERS

AUTHORITY

CONFLICT OF INTEREST CODE FOR THE
MARCH JOINT POWERS AUTHORITY
(Amended ~~February 2, 2021~~ August 10, 2022)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, regulation and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **March Joint Powers Authority** (the "**Authority**").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the ~~Administrative/Property Services Manager~~ Executive Assistant/Clerk as the Authority's Filing Officer. The ~~Administrative/Property Services Manager~~ Executive Assistant/Clerk shall make and retain a copy of all statements filed by Members of the Joint Powers Commission and the Executive Director, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Riverside. The ~~Administrative/Property Services Manager~~ Executive Assistant/Clerk shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

MARCH JOINT POWERS AUTHORITY

(Amended ~~February 2, 2021~~ August 10, 2022)¹

PART "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Authority Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to the Authority's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

It has been determined that the positions listed below are officials who manage public investments²: These positions are listed here for informational purposes only.

Members of the Joint Powers Commission

Executive Director

Financial Consultants

¹ Titles updated June 2020.

² Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Administrative/Property Services Manager Executive Assistant /Clerk	2, 4
Airport Director	5
Finance- Deputy Director	5 1, 2
General Counsel	1, 2
Planning Director	1, 2
Principal Planner	1, 2
Property Management Associate	2, 5
Senior Planner	1, 2

MEMBERS, BOARDS, COMMITTEES AND COMMISSIONS:

Technical Advisory Committee	1, 2
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Consultant and New Positions³

³ Individuals serving as a consultant as defined in Regulation 18700.3 or in a new position created since this Code was last approved that make or participate in making decisions shall disclose pursuant to the broadest disclosure requirements set forth in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regs 18219 and 18734.) The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the Designated Position must disclose for each disclosure category to which ~~he or she~~ the designated is assigned.⁴ "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the Authority.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the Authority, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of Authority.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Authority.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Position's department, unit or division.

⁴ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (10)

Meeting Date: August 10, 2022

Action: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ALPINE AIR CONDITIONING AND HEATING AND DESIGN AIR, INC. FOR EMERGENCY ON-CALL HVAC SERVICES FOR THE GREEN ACRES HOUSING AREA AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS**

Motion: Approve a Professional Services Agreement with Alpine Air Conditioning and Heating and Design Air, Inc. for emergency on-call HVAC services for the Green Acres Housing area and authorize the Executive Director to execute the Agreements.

Background:

The March JPA owns and manages one-hundred eleven (111) homes. Given the aging conditions of former Air Force structures within MJPA there is an immediate need to secure providers for ongoing maintenance services, including emergency support services.

The March JPA staff conducted research, soliciting proposals for HVAC service providers. Of the four companies interviewed, two provided the most qualified bids, Alpine Air Conditioning and Heating and Design Air, Inc. The annual budget for HVAC services is limited to \$55,000 annually as reflected within the proposed budget for FY 2022/2023.

Staff recommends approval of a professional services agreement with Alpine Air Conditioning and Heating and Design Air, Inc. Agreement terms are for one year with a commencement date of September 1, 2022.

Attachments:

- 1) Professional Services Agreement – Alpine Air Conditioning and Heating
- 2) Professional Services Agreement – Design Air, Inc.

Attachment 1

Professional Services Agreement –
Alpine Air Conditioning and Heating

**MARCH JOINT POWERS AUTHORITY
SHORT-FORM SERVICES AGREEMENT**

1. **Parties and Date.** This Agreement is made and entered into this 17th day of November, 2021, by and between the March Joint Powers Authority, a joint powers authority organized under the laws of the State of California with its principal place of business at 14205 Meridian Parkway, #140, Riverside, CA 92518 State of California ("MJPA") and Robert Vernieri DBA Alpine Air Conditioning and Heating, a Sole Proprietor In California, with its principal place of business at 13455 Stadium Way, Moreno Valley, CA 92555 ("Vendor"). MJPA and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. **Terms and Conditions.** The Parties shall comply with the Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by this reference.

3. **Scope of Services; Schedule.** Vendor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, and superintendence of every nature and all other services and all facilities necessary to execute, complete, and deliver the services as particularly described in the Scope of Services ("Services") attached hereto as Exhibit "B" and incorporated herein by this reference. The Services shall be completed timely and in accordance with the Schedule of Services set forth in Exhibit "B".

4. **Term.** The term of this Agreement shall be from 07/01/2022 to 06/30/2022, unless earlier terminated as provided herein.

5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The total compensation shall be **twenty five thousand dollars and no cents (\$25,000)** per fiscal year ("Agreement Price"). Any change orders shall be subject to Property Manager's approval. Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the MJPA on a monthly basis. The MJPA shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to the MJPA within thirty (30) days from the last date of Services performed and failure to do so shall result in a waiver of payment from the MJPA.

6. **Insurance.** In accordance with Section 3 of the Terms and Conditions, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies in a form satisfactory to the MJPA.

Commercial General Liability Insurance:

\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage

Automobile Liability:

\$1,000,000 per occurrence for bodily injury and property damage.

Workers' Compensation:

Statutory Limits / Employer's Liability \$1,000,000 per occurrence

Professional Liability (Errors and Omissions):

Errors & Omissions liability insurance \$1,000,000 per claim and in the aggregate.

7. **Electronic Signature.** Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

MARCH JOINT POWERS AUTHORITY

Robert Vernieri DBA
Alpine Air Conditioning and Heating

APPROVED BY:

Signature

Grace I. Martin, DPPD
Executive Director

Robert Vernieri

ATTESTED BY:

Title

Authority Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

EXHIBIT A

TERMS AND CONDITIONS FOR SERVICES

1. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation exceeds the minimum dollar amount required for construction, alteration, demolition, installation, or repair, Vendor agrees to fully comply with such Prevailing Wage Laws, including, along with subcontractors, being registered with the Department of Industrial Relations (Labor Code §§ 1725.1; 1771.1). It shall be mandatory upon the Vendor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code §§ 1771; 1774; 1775), employment of apprentices (Labor Code § 1777.5), certified payroll records (Labor Code §§ 1771.4; 1776), hours of labor (Labor Code §§ 1813; 1815) and debarment of contractors and subcontractors (Labor Code § 1777.1). This Agreement may be subject to compliance monitoring and enforcement.

2. Standard of Care. The Vendor shall perform the Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

3. Insurance. If required by Section 6 of this Agreement, the Vendor shall take out and maintain during this Agreement: A. Commercial General Liability Insurance for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001); B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 10/13) covering automobile liability, Code 1 (any auto); C. Workers' Compensation; and D. Professional Liability (Errors and Omissions) coverage for a term acceptable to the MJPA. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by MJPA. Vendor shall add MJPA, its officers, officials, employees, agents, and volunteers as additional insureds on Vendor's Commercial General Liability and Automobile Liability. Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by MJPA shall not be required to contribute with it. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the MJPA, its officials, officers, employees, agents, and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against MJPA, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

4. Indemnification. To the fullest extent permitted by law, Vendor shall defend (with counsel of MJPA's choosing), indemnify and hold the MJPA, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any acts, errors

or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Vendor's Services, the project, or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage which is caused by the sole negligence or willful misconduct of the MJPA. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Vendor or the MJPA, its officials, officers, employees, agents, or volunteers. If Vendor's obligation to defend, indemnify, and/or hold harmless arises out of Vendor's performance as a "design professional" (as that term is defined under Civil Code § 2782.8), then, and only to the extent required by Civil Code § 2782.8, which is fully incorporated herein, Vendor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Vendor, and, upon Vendor obtaining a final adjudication by a court of competent jurisdiction, Vendor's liability for such claim, including the cost to defend, shall not exceed the Vendor's proportionate percentage of fault.

5. Laws; Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

6. Termination. The MJPA may terminate the whole or any part of this Agreement for any or no reason by giving three (3) calendar days written notice to Vendor. In such event, MJPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the work. The MJPA shall pay Vendor the reasonable value as determined by MJPA of any portion of the Services completed prior to termination. The MJPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed Services and shall not be entitled to damages or compensation for termination of the Services. Vendor may terminate its obligation to provide further work under this Agreement upon thirty (30) calendar days written notice to MJPA only in the event of MJPA's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

7. Changes. By written notice, MJPA may from time to time, make changes to the Services furnished to MJPA by Vendor. If such change causes an increase or decrease in the Agreement Price or in the time required for performance, Vendor or MJPA shall promptly notify the other party thereof and assert its claim for adjustment within fifteen (15) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Vendor from proceeding immediately with the Agreement as changed.

8. Force Majeure. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by a Force Majeure Event. The Vendor will not receive an adjustment to the contract price or any other compensation. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the MJPA in its capacity as a municipal authority. Notwithstanding the foregoing, the MJPA may still terminate this Agreement in accordance with Section 6.

9. Miscellaneous Terms. Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the MJPA. This Agreement may not be modified or altered except in writing signed by the Parties. There are no intended third party beneficiaries of any right or obligation of the Parties. This is an integrated Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Agreement. Vendor is retained as an independent contractor and is not an employee of the MJPA. No employee or agent of Vendor shall become an employee of MJPA. Vendor warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Vendor hereto.

EXHIBIT B

SCOPE OF SERVICES; SCHEDULE OF SERVICES

Various emergency HVAC repairs as needed including but not limited to inducer motors, fan motors, circuit boards, run capacitors, chemical cleaning, duct work.

EXHIBIT C

COMPENSATION

Service Call \$85.00 per hour
Armstrong 3/5 ton circuit board \$315.00
Armstrong 3/5 ton inducer motor \$330.00
Armstrong 3/5 ton condenser fan motor \$280.00
1 phase contactor \$95.00
40x5 or 60x5 capacitors \$110.00
35-60 amp fuses \$14.95 each
20-30 amp fuses \$13.95 each
Armstrong 3/5 ton indoor fan motor \$295.00
Digital Programable thermostat \$155.00
1LB of R22 \$11.00
1LB of R410A \$65.00
Armstrong Gas Valves \$350.00

Attachment 2

Professional Services Agreement –
Design Air, Inc.

**MARCH JOINT POWERS AUTHORITY
SHORT-FORM SERVICES AGREEMENT**

1. **Parties and Date.** This Agreement is made and entered into this 20th day of December, 2021, by and between the March Joint Powers Authority, a joint powers authority organized under the laws of the State of California with its principal place of business at 14205 Meridian Parkway, #140, Riverside, CA 92518 State of California ("MJPA") Design Air, Inc, a Corporation in California, with its principal place of business at PO Box 8109, Moreno Valley, CA 92552 ("Vendor"). MJPA and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. **Terms and Conditions.** The Parties shall comply with the Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by this reference.

3. **Scope of Services; Schedule.** Vendor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, and superintendence of every nature and all other services and all facilities necessary to execute, complete, and deliver the services as particularly described in the Scope of Services ("Services") attached hereto as Exhibit "B" and incorporated herein by this reference. The Services shall be completed timely and in accordance with the Schedule of Services set forth in Exhibit "B".

4. **Term.** The term of this Agreement shall be from 07/01/2022 to 06/30/2022, unless earlier terminated as provided herein.

5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The total compensation shall be **twenty five thousand dollars and no cents (\$25,000)** per fiscal year ("Agreement Price"). Any change orders shall be subject to Property Manager's approval. Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the MJPA on a monthly basis. The MJPA shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to the MJPA within thirty (30) days from the last date of Services performed and failure to do so shall result in a waiver of payment from the MJPA.

6. **Insurance.** In accordance with Section 3 of the Terms and Conditions, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies in a form satisfactory to the MJPA.

Commercial General Liability Insurance:

\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage

Automobile Liability:

\$1,000,000 per occurrence for bodily injury and property damage.

Workers' Compensation:

Statutory Limits / Employer's Liability \$1,000,000 per occurrence

Professional Liability (Errors and Omissions):

Errors & Omissions liability insurance \$1,000,000 per claim and in the aggregate.

7. **Electronic Signature.** Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

MARCH JOINT POWERS AUTHORITY

Design Air, Inc.

APPROVED BY:

Signature

Grace I. Martin, DPPD
Executive Director

Name

ATTESTED BY:

Title

Authority Clerk

Signature

APPROVED AS TO FORM:

Name

Best Best & Krieger LLP
General Counsel

Title

EXHIBIT A

TERMS AND CONDITIONS FOR SERVICES

1. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation exceeds the minimum dollar amount required for construction, alteration, demolition, installation, or repair, Vendor agrees to fully comply with such Prevailing Wage Laws, including, along with subcontractors, being registered with the Department of Industrial Relations (Labor Code §§ 1725.1; 1771.1). It shall be mandatory upon the Vendor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code §§ 1771; 1774; 1775), employment of apprentices (Labor Code § 1777.5), certified payroll records (Labor Code §§ 1771.4; 1776), hours of labor (Labor Code §§ 1813; 1815) and debarment of contractors and subcontractors (Labor Code § 1777.1). This Agreement may be subject to compliance monitoring and enforcement.

2. Standard of Care. The Vendor shall perform the Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

3. Insurance. If required by Section 6 of this Agreement, the Vendor shall take out and maintain during this Agreement: A. Commercial General Liability Insurance for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001); B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 10/13) covering automobile liability, Code 1 (any auto); C. Workers' Compensation; and D. Professional Liability (Errors and Omissions) coverage for a term acceptable to the MJPA. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by MJPA. Vendor shall add MJPA, its officers, officials, employees, agents, and volunteers as additional insureds on Vendor's Commercial General Liability and Automobile Liability. Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by MJPA shall not be required to contribute with it. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the MJPA, its officials, officers, employees, agents, and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against MJPA, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

4. Indemnification. To the fullest extent permitted by law, Vendor shall defend (with counsel of MJPA's choosing), indemnify and hold the MJPA, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any acts, errors

or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Vendor's Services, the project, or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage which is caused by the sole negligence or willful misconduct of the MJPA. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Vendor or the MJPA, its officials, officers, employees, agents, or volunteers. If Vendor's obligation to defend, indemnify, and/or hold harmless arises out of Vendor's performance as a "design professional" (as that term is defined under Civil Code § 2782.8), then, and only to the extent required by Civil Code § 2782.8, which is fully incorporated herein, Vendor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Vendor, and, upon Vendor obtaining a final adjudication by a court of competent jurisdiction, Vendor's liability for such claim, including the cost to defend, shall not exceed the Vendor's proportionate percentage of fault.

5. Laws; Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

6. Termination. The MJPA may terminate the whole or any part of this Agreement for any or no reason by giving three (3) calendar days written notice to Vendor. In such event, MJPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the work. The MJPA shall pay Vendor the reasonable value as determined by MJPA of any portion of the Services completed prior to termination. The MJPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed Services and shall not be entitled to damages or compensation for termination of the Services. Vendor may terminate its obligation to provide further work under this Agreement upon thirty (30) calendar days written notice to MJPA only in the event of MJPA's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

7. Changes. By written notice, MJPA may from time to time, make changes to the Services furnished to MJPA by Vendor. If such change causes an increase or decrease in the Agreement Price or in the time required for performance, Vendor or MJPA shall promptly notify the other party thereof and assert its claim for adjustment within fifteen (15) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Vendor from proceeding immediately with the Agreement as changed.

8. Force Majeure. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by a Force Majeure Event. The Vendor will not receive an adjustment to the contract price or any other compensation. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the MJPA in its capacity as a municipal authority. Notwithstanding the foregoing, the MJPA may still terminate this Agreement in accordance with Section 6.

9. Miscellaneous Terms. Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the MJPA. This Agreement may not be modified or altered except in writing signed by the Parties. There are no intended third party beneficiaries of any right or obligation of the Parties. This is an integrated Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Agreement. Vendor is retained as an independent contractor and is not an employee of the MJPA. No employee or agent of Vendor shall become an employee of MJPA. Vendor warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Vendor hereto.

EXHIBIT B

SCOPE OF SERVICES; SCHEDULE OF SERVICES

Various HVAC repairs as needed including but not limited to inducer motors, fan motors, circuit boards, run capacitors, chemical cleaning, duct work.

EXHIBIT C

COMPENSATION

All prices are flat rate hourly built in
Circuits boards \$750-950
Inducer motors \$775 and up
Condenser fan motors \$900 and up
Contactors \$300
Capacitors \$275 and up
Fuses \$90 if replaced with no other repairs,
\$30 if included with other repairs
Indoor fan motors \$900 and up
Digital Programmable Thermostats \$275
Refrigerant \$200 1st pound
\$150 for each additional lb. (For all refrigerant types)
Gas valves \$500 and up

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (11)

Meeting Date: August 10, 2022

Action: **APPROVE ADDITION OF MERIDIAN PARKWAY SIDEWALK AND LANDSCAPE REHABILITATION (VAN BUREN BOULEVARD TO ALESSANDRO BOULEVARD) PROJECT TO CIP, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ADVERTISE FOR CONSTRUCTION BID**

Motion: Approve addition of Meridian Parkway sidewalk and landscape rehabilitation (Van Buren Boulevard to Alessandro Boulevard) project to CIP, and authorize the Executive Director to advertise for construction bid.

1. Approve appropriation of \$300,000 funding for Meridian Parkway Sidewalk and Landscape Rehabilitation
2. Authorize the Executive Director to advertise for construction bid

Background:

Over a period of about six years (2006-2012), Meridian Parkway from Van Buren Boulevard to Alessandro Boulevard was constructed by new development. The improvements consisted of pavement, curb and gutter, sidewalk, and irrigated landscaping in the parkway. As time has passed the roots of the pine and magnolia trees lining the parkway have caused the sidewalk to buckle in numerous locations. Moreover, many of the magnolia trees have died or are dying.

A sidewalk fix without addressing the tree roots means sidewalk repair would have to be repeated in the future. Therefore, the Meridian Parkway Sidewalk and Landscape Rehabilitation Project (project) proposes to remove the interfering root systems and install a deep-root irrigation system to encourage the roots to spread downward; dead and dying magnolias would be replaced; and finally, the damaged sidewalk panels would be replaced.

The engineer's estimate for the Project is:

Item	Cost
Sidewalk Repair	\$115,000
Landscape and Irrigation Installation	\$115,000

Contingency	\$23,000
Soft Costs	\$35,000
Total	\$288,000

Repair of sidewalks and installation of street trees is exempt from CEQA per 14 CCR Section 15301(c) Existing Facilities.

Once approved by Commission, the JPA Engineer will develop plans and specifications for the work and proceed to advertise the project for bid.

Attachments: 1) None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: August 10, 2022

Report: **RECEIVE AND FILE MARCH ARB, UPDATE BY
COMMANDER, 163RD OPERATIONS GROUP,
COLONEL JEFFREY SHAW**

Motion: Receive and file March ARB, update by Commander, 163rd Operations Group, Colonel Jeffrey Shaw

Background:

The 163d Operations Group is a unit of the 163d Attack Wing. CA Air National Guard (ANG) unit hosted by the Air Force Reserve on March Air Reserve Base. They operate the MQ-9 Reaper aircraft with a dual Federal and State mission.

The 163d Attack Wing's federal mission includes providing rapid combat support in times of war, as well as providing assistance during national emergencies. The wing's wartime mission also includes maintaining support and combat-ready units assigned to most Air Force major and combatant commands. Missions include training, mobilization readiness, humanitarian and contingency operations, such as Operations Iraqi Freedom in Iraq and Enduring Freedom in Afghanistan. In order to execute its federal mission the wing may be activated under Title 10 of the U.S. Code as prescribed by public law.

When the 163d Attack Wing is not mobilized or under federal control, it reports to the governor of California. The wing is supervised by the adjutant general (TAG) of the State of California. Under state law, the wing provides protection of life, property and preserves peace, order and public safety. These missions are accomplished through emergency relief support during natural disasters such as floods, earthquakes and forest fires; search and rescue operations; support to civil defense authorities; and maintenance of vital public services.

In addition, they also host a Regular Air Force (RegAF) squadron that is focused on initial skills training of ANG and RegAF MQ-9 crews.

Attachment: Commander, Colonel Jeffrey Shaw Bio

Attachment 1

Colonel Jeffrey B. Shaw Bio

Colonel Jeffrey B. Shaw

Col Jeffrey B. Shaw is the commander of the 163 Operations Group. As Commander he serves as the officer responsible for organizing, training, and equipping 245 California Air National Guard members to conduct MQ-9 combat operations, conduct formal training MQ-9 operations, and be ready to support domestic operations.

Prior to assuming his current position, Col Shaw was the commander of the 163 Operations Support Squadron, March Air Reserve Base, Ca. Col Shaw was also the Director of Operations for the 160th Attack Squadron, where he led members to train the next generation of MQ-9 Reaper Pilots and Sensor Operators. He was selected as the 163 Attack Wing's Active Association Project Officer and Operations Group Chair for the Total Force Integration Program that led to what is now the 492nd Attack Squadron. Prior to serving as the Director of Operations, Col Shaw was the Chief of Standardization and Evaluation and the Chief of Training at the 160th Attack Squadron as well.

As an MQ-1/9 Instructor/Evaluator Senior Pilot with more than 3,000 flying hours he has flown in support of Operations; ENDURING FREEDOM, IRAQI FREEDOM, NEW DAWN, INHERENT RESOLVE, RESOLUTE SUPPORT and FREEDOM'S SENTINEL.

Prior to joining the California Air National Guard, Col Shaw received his commission from the U.S. Army ROTC program at Claremont McKenna College, Ca in 2000. As a Lieutenant he led an AH-64 Platoon as part of the "shock and awe" campaign during the invasion of Iraq and advance to Baghdad in support of Operation IRAQI FREEDOM and earned the Army Combat Action Badge.

Civilian Education

2000 Bachelor of Arts degree in Business Administration, California State San Bernardino, Ca.
2014 Master of Arts in Management, University of Redlands, Ca.

Professional Military Education and Training

Innovation Executive Class Academia-Industry-Military Hybrid Innovations (AIM HI) Program, 2021
Air War College, 2020
Leader Development Course for Squadron Command, 2019
Squadron Commander's Course, 2016
Contemporary Base Issues Course, 2016
Profession of Arms Center of Excellence Course, 2016
MQ-9 FTU Instructor Upgrade Training Course, 2015
MQ-9 Initial Qualification Course, 2015
Air Command and Staff College, 2012
MQ-1 FTU Instructor Upgrade Training Course, 2012
MQ-1 Initial Qualification Course, 2009
U.S. Air Force Fixed Wing Qualification Course, 2008
U.S. Army Advanced Officer Career Course, 2005
U.S. Army AH-64 Aviator Qualification Course, 2001
U.S. Army Initial Entry Rotary Wing Course, 2000
U.S. Army Officer Basic Course, 2000

Assignments

1. 2002 AH-64 Attack Platoon Leader and Company Executive Officer, 2-6 Cavalry, 11th Aviation Regiment, V Corps, Illersheim, Germany & Forward Deployed to Iraq.
2. 2003 Brigade Liaison Officer & Assistant Brigade Operations Officer, 4th Brigade, 1st Infantry Division, Katterbach, Germany & Forward Deployed to Iraq.
3. 2005 Rear Detachment Commander, Casualty Notification and Assistance Officer, Battalion Logistics Officer, 1-227th Aviation Regiment, 1st Air Cavalry Brigade, 1st Cavalry Division, Fort Hood, Tx.
4. 2008 Joined the California Air National Guard, 163d Reconnaissance Wing, March ARB, Ca.
5. 2008 Fixed Wing Qualification Course, 84th Flying Training Squadron (FTS), 86th FTS, Laughlin AFB, Tx.
6. 2009 MQ-1 Pilot in Command, 196th Reconnaissance Squadron
7. 2010 MQ-1 Weapons Officer, 163d Operations Support Squadron
8. 2012 MQ-1 Chief of Current Operations, 163d Operations Support Squadron
9. 2013 MQ-1 Formal Training Unit Instructor, 160th Reconnaissance Squadron
10. 2014 MQ-1 FTU Instructor and Chief of Current Operations, 163d Operations Support Squadron.
11. 2015 MQ-9 Chief of Training, 160th Attack Squadron
12. 2017 MQ-9 Chief of Standardization and Evaluation, 160th Attack Squadron
13. 2018 Director of Operations, 160th Attack Squadron
14. 2019 Commander, 163d Operations Support Squadron

Flight Information

Rating: Senior Pilot

Flight Hours: 3,000+

Aircraft flown: MQ-9, MQ-1, AH-64A, OH58A/C, T-1, T-6, and TH-67

Major Awards and Decorations

Meritorious Service Medal with two oak leaf cluster

Air Medal with oak leaf cluster

Aerial Achievement Medal with oak leaf cluster

Air Force Commendation Medal

Army Commendation Medal with three oak leaf clusters

Air Force Achievement Medal

Army Achievement Medal

Iraq Campaign Medal with bronze star

Global War on Terrorism Expeditionary Medal

Global War on Terrorism Service Medal

Effective Dates of Promotion

Second Lieutenant 18 JUN 2000

First Lieutenant 18 JUN 2002

Captain 1 OCT 2003

Major 1 OCT 2010

Lieutenant Colonel 1 OCT 2017

Colonel 4 JAN 2022

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: August 10, 2022

Report: **TECHNICAL ADVISORY COMMITTEE MEETING**

Motion: Receive and file the monthly Technical Advisory Committee - Regular Meeting report (August 1, 2022)

Background:

The Technical Advisory Committee (TAC) is comprised of city managers, or designated representatives, from the Cities of Perris, Moreno Valley and Riverside, as well as a representative from the County Administrative Office. Representing Congressman Mark Takano's office as TAC Chair is Tisa Rodriguez.

The TAC's role is to focus on major development issues facing the March JPA. The Commission also appointed the TAC members as the ad-hoc to work with staff on the JPA sunseting process.

On August 1, the TAC held its regular meeting and received: 1) a report from Principal Planner Jeffrey Smith regarding Meridian South Campus Buildings H & I, a proposal by Meridian Park, LLC for two warehouse buildings of 115,978 and 137,810 square feet located on Village West Drive south of Van Buren Boulevard; 2) a report from Senior Planner Lauren Sotelo regarding three design plan proposals by Seefried Industrial Properties, Inc for warehouse development of 144,030, 127,134 and 53,085 square feet, located on Coyote Bush (1 site) and Bundy Avenue (2 sites) within the south campus of the Meridian Development; 3) a report by Planning Director Dan Fairbanks regarding proposals by Meridian Park West, LLC for General Plan Amendment GP 21-01, Specific Plan SP-21-01, Tentative Parcel Map 38063, Plot Plan PP 21-03, and Plot Plan PP 21-04 allowing for approximately 16 buildable lots on 250 acres, and 445 acres for conservation easement located within the West Campus Upper Plateau located 1,200' south of Alessandro Boulevard; and 4) a report by Simon Housemen regarding the status of the Military Compatibility Use Study.

The March JPA Commission will receive a report from TAC Chair, Tisa Rodriguez.

Attachment: None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA & MIPAA Reports, Discussions and Action Items
Agenda Item No. 9 (3)

Meeting Date: August 10, 2022

Report: **CONSIDER RECOMMENDED FY 2022/23 AND FY 2023/24 BUDGETS FOR THE MARCH JOINT POWERS AUTHORITY AND MARCH INLAND PORT AIRPORT AUTHORITY, AND DIRECT STAFF TO PLACE BUDGET RESOLUTIONS FOR ADOPTION ON A FUTURE COMMISSION AGENDA**

Motion: Consider recommended FY 2022/23 and FY 2023/24 budgets for the March Joint Powers Authority and March Inland Port Airport Authority, and direct staff to place budget resolutions for adoption on a future commission agenda.

BACKGROUND

On August 3, 2022, the Finance Subcommittee convened to review the recommended FY 2022/23 and FY 2023/24 budgets for the March Joint Powers Authority and March Inland Port Airport (MIPAA). The Subcommittee recommended that the budgets be scheduled for Commission consideration, to include a recommendation that the March JPA loans to MIPAA be fully forgiven.

MISSION STATEMENT

The March Joint Powers Authority (March JPA) is the award-winning Base Reuse Authority for former March Air Force Base properties. *Bringing good jobs to Riverside County* has been the JPA's mission and motto for more than 25 years.

INTRODUCTION

March Air Force Base was established as a military installation in 1918, within the western Riverside County region of Southern California. The base encompassed approximately 6,500 acres straddling Interstate 215 just south of Highway 60. In July of 1993, March AFB was selected for realignment by Congress and was subsequently converted from a Regular Component base to a Reserve Component Base, effective April 1st, 1996. The decision to realign March AFB resulted in approximately 4,400 acres of surplus properties made available for disposal actions, to include parcels along the airfield.

Prior to base realignment, the base employed over 10,000 military personnel and civilian employees. The existence of the base in its pre-realignment condition contributed an estimated

\$500 million annually to the regional economy according to the March Air Force Base Redevelopment Project. The base realignment, and subsequent economic loss came as a shock to the region and the benefits relative to the planning and implementation of new economic opportunities were not realized until early 2004.

The March JPA's work in redeveloping former military properties resulted in successful master-planned developments, as well as a booming joint use airport and air cargo operation at the March Inland Port airport. To date, March JPA has created over 12,000 jobs on former military property through multiple public-private partnership efforts. The March JPA also manages Foreign Trade Zone #244 that moves more than \$2.1 billion worth of goods through the region.

A 2016 March JPA Economic Impact Study showed that at buildout, the March JPA development area will have a positive economic impact of \$4.7 billion (in 2016 dollar value) to surrounding communities, yielding a minimum of 21,000 jobs in Riverside County. On a regional scale, the JPA area will yield more than \$9.2 billion (in 2016 dollar value) in economic benefit to various regional sectors, leading to more than 55,000 jobs throughout Southern California.

SUMMARY

The March JPA, in addition to being designated as the federally recognized reuse authority for the former Regular Component base, also assumed other responsibilities to include the following:

Land Use Authority

On March 11, 1997, land use authority was transferred to March JPA from the County of Riverside. The March JPA has adopted development and building codes and standards. The March JPA General Plan has been developed by the March JPA in accordance with state statutes, as well as the associated Master Environmental Impact Report. The March JPA General Plan is designed to implement the March Final Reuse Plan and related activities.

Airport Authority

March Inland Port Airport Authority (Airport Authority), is a governing body under the umbrella of the March JPA. The Airport Authority is responsible for the development and operation of the March Inland Port (MIP) airport, a joint-use aviation facility targeted for air cargo operations.

Utility Authority

Formed in 2002, the March Joint Powers Utility Authority was formed to operate and maintain former military gas and electric utilities inherited by the JPA as part of the BRAC process. Due to the aging condition of existing utility infrastructure, the lack of funds associated with managing utilities, the March Joint Powers Utility Authority Commission endeavors to release assets to a public utility and dissolve the Utility Authority in perpetuity.

Successor Agency to the March JPA Redevelopment Agency

The March Joint Powers Redevelopment Agency was established with the formation of the March AFB Redevelopment Project Area, which includes the entire 6,500-acre former active-duty base area, and approximately 450 acres adjacent to the base in the industrial area of the City of Moreno Valley. In 2012, the State Legislature enacted AB 26 which dissolved all California Redevelopment Agencies and provided for Successor Agencies to assume rights, powers, and

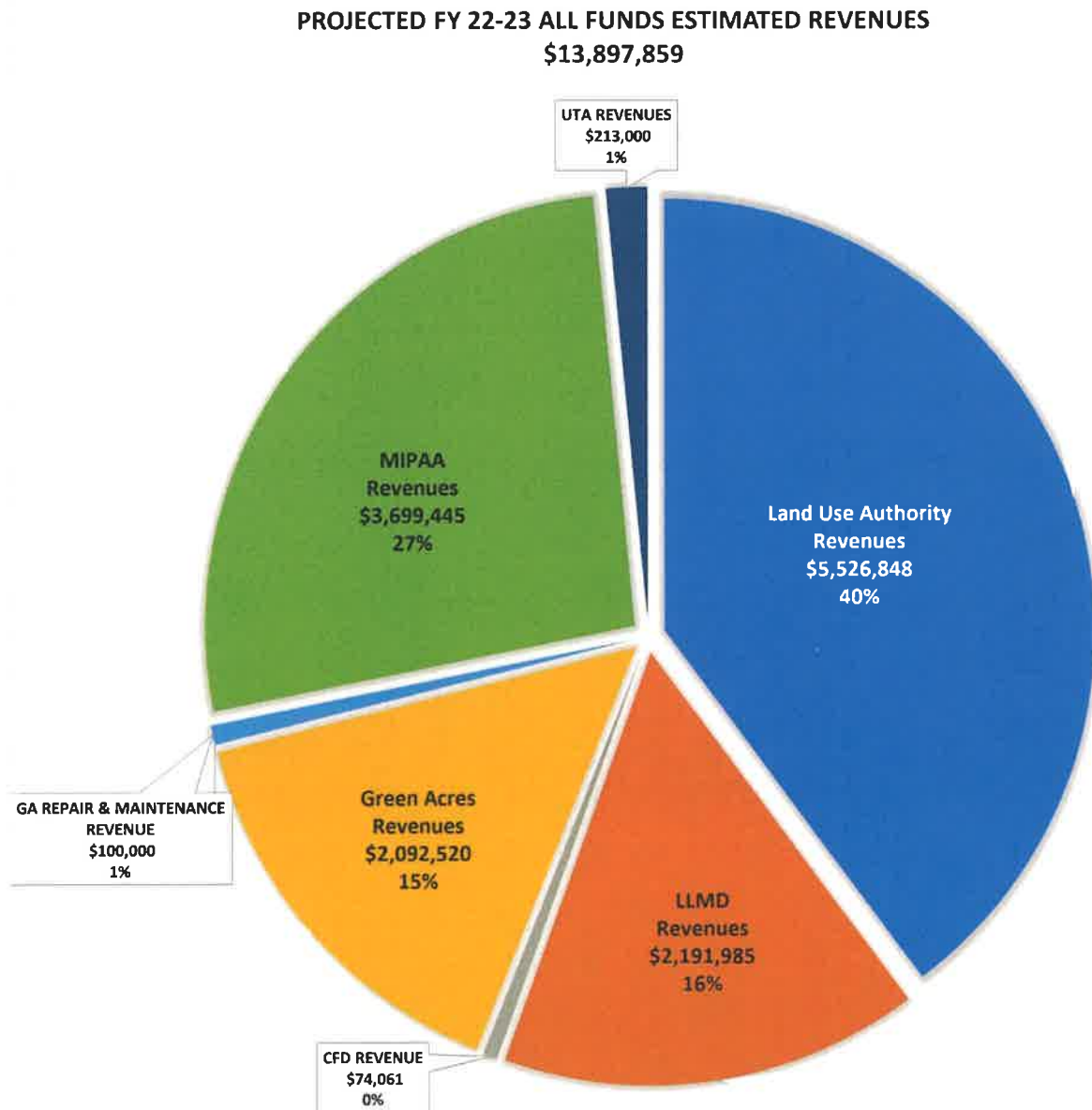
Preparation Date: August 4, 2022

duties of former redevelopment agencies. As a result, the March JPA became the Successor Agency to the March JPA Redevelopment Agency and administers the former Redevelopment Agency's closing operations and obligations.

OBJECTIVES AND STRATEGIC ALIGNMENT

In December of 2021, the March Joint Powers Commission directed staff to prepare a Sunset plan for the March JPA that would relinquish certain duties under the Authority and refocus the March JPA's mission to operating the March Inland Port airport. With 1,000 more acres of former Air Force properties left for development, this proposed budget reflects the continuation of current operations until the Commission has adopted a formal plan to modify the role of the March JPA within the region.

The following image reflects total appropriations by fund for the March JPA in 2022-2023. The March JPA budget remains healthy and with upcoming transitions in land sales and dissolution of the Utility Authority, and the sales of certain assets, March JPA is slated to remain financially solvent throughout its remaining term.



MARCH JOINT POWERS AUTHORITY – Land Use Authority

Land Use Authority

The largest revenue source for the March JPA is tied to its land use entitlement and permitting divisions – Planning; Building & Safety; and Engineering/Public Works. Following were key activities for land use divisions in 2021-2022.

2021-2022 PERFORMANCE MEASURES

	<u>Measure</u>	<u>Status</u>
1	West March Business Park Expansion	In Progress
2	South Campus Development	Six parcels remaining to be entitled. Dog park approved.
3	Westmont Village Specific Plan	Withdrawn by Applicant
4	Air Force Village West Drive Expansion	VA Planner transition
5	Airport Authority Parcel D-1 Proposal	MOU in review for development.
6	Fuel Farm Expansion	Negotiations with FBO Ongoing
7	Expand LLMD Area	Brightview Contract in progress

BUDGET CHANGES AND OPERATIONAL IMPACTS

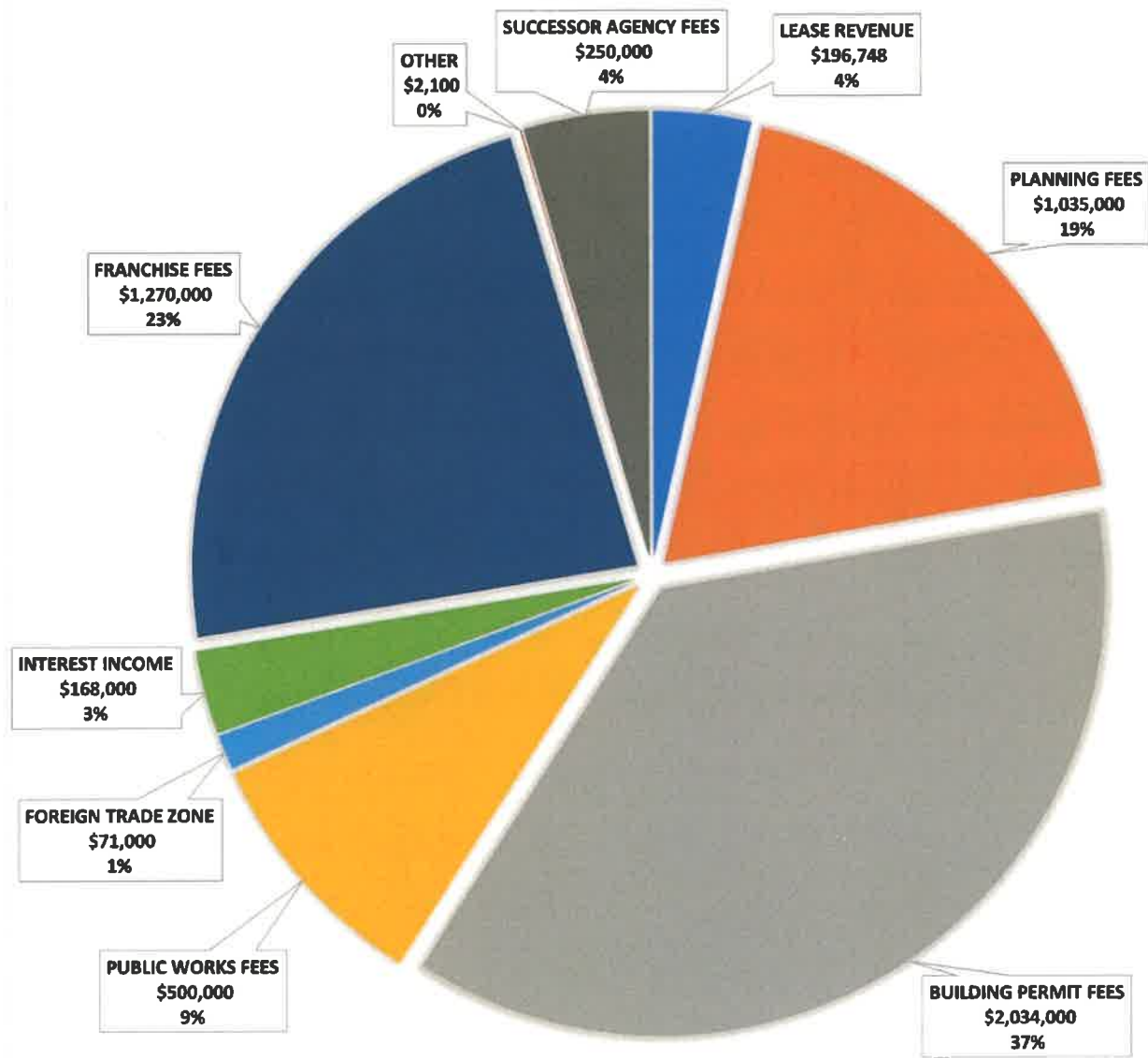
Budget modifications for 2022-2044 include: a) updating categories to reflect latest organizational functions to include the loss of lease revenues in 2022; b) expanding capital improvement projects for ongoing maintenance needs on March JPA properties; and c) updating planning and permitting fees to capture true March JPA soft costs to projects.

GOALS FOR 2022-2024

	Measure	Status
1	Complete a March JPA Sunset Plan	In Progress
2	Dissolve Utility Authority	In Progress
3	Meridian Upper Plateau Specific Plan and EIR	In Progress
4	Meridian DDA Amendment	In Progress
5	Airport Authority Parcel D-1 Proposal	In Progress
6	Airport Authority Airport Master Plan	In Progress
7	March Compatibility Use Study (MCUS)	In Progress. March JPA is an active part of Riverside County Airport Land Use Commission's MCUS process.
8	Fuel Farm Expansion	Negotiations in progress. Amended Lease Agreement to Commission December 2022.
9	Parcel D-2 Airport expansion – expanding Airport Authority maintenance costs and responsibilities	Under Construction
9	March LifeCare Campus Specific Plan – short term extension and management	Completed Feb 2022. Improvements in progress.
10	Meridian South Campus Developments	Six parcels to be entitled in 2022, with grading to begin 1 st quarter of 2023.
11	Expand LLMD Area CIP	Brightview contract to be extended 3 more years. New CIP projects to be completed by December 2022.
12	Green Acres Sale and land disposal	Aug 31, 2022, proposals closing date.

REVENUES

PROJECTED FY 22-23 GENERAL FUND ESTIMATED REVENUES \$5,526,848



REVENUES

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
LEASE REVENUE	461,448	400,000	274,751	196,748	140,461
PLANNING FEES	2,959,658	2,400,000	2,060,840	1,035,000	1,035,000
BUILDING PERMIT FEES	-	-	-	2,034,000	2,034,000
PUBLIC WORKS FEES	-	-	-	500,000	500,000
UTILITY HOOKUP FEES	-	500	-	-	-
FOREIGN TRADE ZONE	71,000	43,000	73,400	71,000	71,000
INTEREST INCOME	164,580	300,000	(210,761)	168,000	168,000
PROCEEDS/SALE OF FIXED ASSET	-	2,000,000	250,000	-	-
TRAINING & FILMING FEES	2,500	1,000	4,600	1,100	1,100
TUMF REIMBURSEMENT REVENUE	-	-	-	-	-
FRANCHISE FEES	600,000	600,000	600,000	1,270,000	1,270,000
MISCELLANEOUS	28,500	5,000	234	1,000	1,000
SUCCESSOR AGENCY FEES	250,000	250,000	-	250,000	250,000
TOTAL REVENUE	\$ 4,537,686	\$ 5,999,500	\$ 3,053,064	\$ 5,526,848	\$ 5,470,561

MARCH JOINT POWERS AUTHORITY - GENERAL FUND
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024

Fund Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
100			GENERAL FUND							
			REVENUE							
00	40100	00	LEASE REVENUE	550,636	486,452	461,448	400,000	274,751	196,748	140,461
00	40300	00	PLANNING FEES	3,328,622	2,195,472	2,959,658	2,400,000	2,060,840	1,035,000	1,035,000
00	40400	00	BUILDING PERMIT FEES	-	-	-	-	-	2,034,000	2,034,000
00	40430	00	PUBLIC WORKS FEES	-	-	-	-	-	500,000	500,000
00	40575	00	UTILITY HOOKUP FEES	-	-	-	500	-	-	-
00	40655	00	FOREIGN TRADE ZONE	37,400	43,000	71,000	43,000	73,400	71,000	71,000
00	40600	00	INTEREST INCOME	482,275	517,299	164,580	300,000	(210,761)	168,000	168,000
00	40650	00	PROCEEDS/SALE OF FIXED ASSET	2,433	-	-	2,000,000	250,000	-	-
00	40675	00	TRAINING & FILMING FEES	400	2,200	2,500	1,000	4,600	1,100	1,100
00	40680	00	TUMF REIMBURSEMENT REVENUE	2,632,679	859,993	-	-	-	-	-
00	40715	00	FRANCHISE FEES	600,000	600,000	600,000	600,000	600,000	1,270,000	1,270,000
00	40750	00	MISCELLANEOUS	4,306	9,617	28,500	5,000	234	1,000	1,000
00	40700	04	REIMBURSEMENT REVENUE	1,582	-	-	-	-	-	-
00	40800	00	SUCCESSOR AGENCY FEES	250,000	250,000	250,000	250,000	-	250,000	250,000
			Total Operating Revenue	\$ 7,890,333	\$ 4,974,033	\$ 4,537,686	\$ 5,999,500	\$ 3,053,064	\$ 5,526,848	\$ 5,470,561
			OTHER FINANCING SOURCES							
00	48025	02	TRANSFER FROM GOLF COURSE	12,500,000	-	-	-	-	-	-
00	48025	04	TRANSFER FROM GREEN ACRES	400,000	300,000	-	-	-	-	-
			Total Other Financing Sources	\$ 12,900,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -
			TOTAL	\$ 20,790,333	\$ 5,274,033	\$ 4,537,686	\$ 5,999,500	\$ 3,053,064	\$ 5,526,848	\$ 5,470,561

FUND 100 GENERAL FUND – BUDGET NOTES

Revenues:

100-00-40100-00

Lease Revenue

The basis for this revenue source is derived from leases with independent entities. For FY 21-22 \$8,853.58 monthly leases for Chapel #1, Building 5022-5037 \$9,381.07 per month, and SBA Monarch Towers I, LLC Cell Tower Land Lease monthly for \$2,851.51. US Vets B976 monthly lease of \$6,400.00 expired during the third quarter of FY 21-22. Chapel #1 Budget lease is up for renewal in July 2022. For FY 22-23 only 6 months of payment will be received before the lease for Building 5022-5037 expires at the end of December 2022. The budget estimates thereafter are based on the remaining monthly leases maintaining the current level through FY 23-24.

100-00-40300-00

Planning Fees

Under previous budget years, the label “Plan Check/Permit Fees” consolidated revenues from the Planning, Building & Safety, and Public Works divisions. In FY 22-23, and every year thereafter, each division will have its own account; as such, this account is being renamed Planning Fees to reflect monies associated with Planning activities only. Based upon FY 21-22 information, planning fees represent 29% of this account and building fees represent 57% and public work fees represent 14% of this account. Based upon these percentages the budget estimates have been reallocated to each respective account. For FY 22-23 through FY 23-24 planning fees will remain in this account but building and public work fees will be reflected in the new accounts Building Fees and Public Work Fees.

100-00-40400-00

Building Fees

Under previous budget years, the label “Plan Check/Permit Fees” consolidated revenues from the Planning, Building & Safety, and Public Works divisions. In FY 22-23, and every year thereafter, each division will have its own account; as such, this account is being renamed Building Fees to reflect monies associated with Building & Safety activities only. Based upon FY 21-22 information, planning fees represent 29% of this account and building fees represent 57% and public work fees represent 14% of this account. Based upon these percentages the budget estimates have been reallocated to each respective account. For FY 22-23 through FY 23-24 planning fees will remain in the Planning Fees account but building fees will be reflected in the new Building Fees account and public works fees will be in the new Public Works Fees account.

100-00-40430-00

Public Works Fees

This account was created for FY 22-23 and thereafter to account for Public Works fees separately. This account will include encroachment, engineering, landscape, drainage, maintenance, and code enforcement fees. In the past planning, building, and public works fees were consolidated in the Plan Check/Permit Fees account. Based upon FY 21-22 information, planning fees represent 29% of this account and building fees represent 57% and public work fees represent 14% of this account. Based upon these percentages the budget estimates have been reallocated to each respective account. For FY 22-23 through FY 23-24 planning fees

will remain in the planning fees account but building fees will be reflected in the new Building Fees account and public works fees will be in the new Public Works Fees account.

100-00-40655-00

Foreign Trade Zone

This account reflects foreign trade zone annual users fees. Budget estimate is based upon the eight companies who pay annually. There is no anticipation of any major variation from fiscal year to fiscal year.

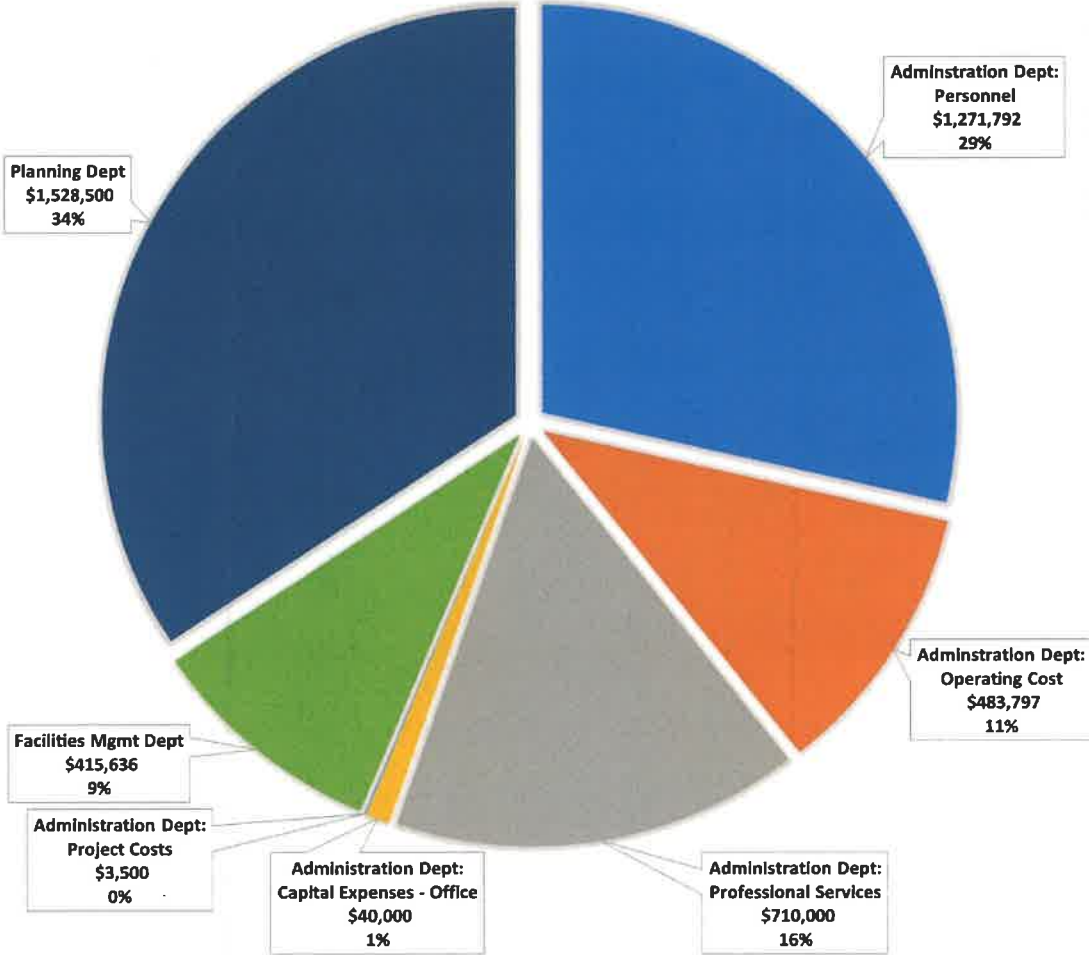
100-00-40715-00

Franchise Fees

This account reflects franchise fees from County of Riverside. This account was formally called Franchise Fees/Sales Tax Revenue, but March JPA does not receive sales tax revenue.

EXPENSES

PROJECTED FY 22-23 GENERAL FUND ESTIMATED EXPENSES
\$4,453,225



EXPENSES - Administration

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
ADMINISTRATION DEPT					
Personnel Costs	\$ 1,159,754	\$ 1,251,500	\$ 1,031,404	\$ 1,271,792	\$ 1,219,884
Operations Expenses	\$ 280,133	\$ 341,600	\$ 268,474	\$ 483,797	\$ 489,500
Professional Services	\$ 676,964	\$ 632,250	\$ 451,295	\$ 710,000	\$ 722,600
Supplies	\$ 56,045	\$ 50,000	\$ 24,380	\$ 40,000	\$ 40,000
ADMINISTRATION EXPENSES	\$ 2,172,896	\$ 2,275,350	\$ 1,775,553	\$ 2,505,589	\$ 2,471,984

EXPENSES – Facilities Management

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
FACILITIES MGMT DEPT					
Fire and Casualty Insurance	5,143	5,200	9,536	15,586	18,000
Building Maintenance	4,175	4,000	21,273	40,000	40,000
Grounds Maintenance	189,854	125,000	12,447	70,000	70,000
Street & Lighting Maintenance	466,107	20,000	25,048	35,000	35,000
Equipment Maintenance	2,217	17,000	1,462	2,300	2,300
Equipment Purchases	5,097	17,000	-	-	-
Capital Improvements	-	-	-	-	-
Utilities	21,515	16,000	20,075	25,750	25,750
Fuel Costs	2,408	5,500	238	2,000	2,500
Police Patrols	214,564	215,000	125,929	225,000	237,000
	\$ 911,080	\$ 424,700	\$ 216,008	\$ 415,636	\$ 430,550
Bad Debt Expense	-	-	-	3,500	3,500
Heacock Drainage Improvements	-	-	-	-	-
Van Buren Boulevard	-	-	-	-	-
	\$ -	\$ -	\$ -	\$ 3,500	\$ 3,500
FACILITIES MGMT EXPENSES	\$ 911,080	\$ 424,700	\$ 216,008	\$ 419,136	\$ 434,050

EXPENSES – Planning & Permitting

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
PLANNING DEPT					
General Plan Preparation/Adoption	-	-	-	-	-
Plan Check/Inspection Fees	791,270	1,200,000	1,257,414	1,440,000	1,325,000
Education/Training/Periodic als/Membership	-	5,000	1,102	2,500	2,500
Environmental Fees	34,412	45,000	34,464	45,000	45,000
Printing Costs	-	1,000	-	10,000	10,000
Planning Software	59,765	16,000	25,252	25,500	25,500
Public Notices/Filings	561	3,000	1,948	3,000	3,000
Environmental Review	-	2,500	-	2,500	2,500
PLANNING DEPT	\$ 886,008	\$ 1,272,500	\$ 1,320,180	\$ 1,528,500	\$ 1,413,500

Fund Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
	EXPENSES									
		Personnel	ADMINISTRATION DEPT							
10	50100	05	Salaries and Wages	823,604	763,694	832,768	880,000	733,956	925,673	847,890
10	50100	10	Benefits	155,057	134,974	131,818	145,000	98,220	115,297	117,926
10	50100	12	Funding of Post Employment Benefits	30,000	-	-	-	-	-	-
10	50100	15	PERS Contributions	88,039	91,564	97,615	106,025	68,375	95,961	103,131
10	50100	20	Medicare Tax	12,315	11,169	12,526	15,000	11,163	12,983	13,855
10	50100	25	Unemployment	-	-	4,559	2,000	279	2,000	2,000
10	50100	30	Workers Compensation Ins.	11,345	8,929	5,630	13,500	38,649	12,086	12,770
10	50100	32	Temporary Employee	1,778	32,745	-	10,000	-	10,000	10,000
10	50100	35	Employee Recruitment	-	856	10,310	1,000	1,897	1,000	1,000
10	50100	98	Severance Pay	-	-	-	-	-	-	-
10	50100	99	Unfunded Accrued Liability	71,583	85,933	64,528	78,975	78,865	96,792	111,312
		Total		\$ 1,193,721	\$ 1,129,864	\$ 1,159,754	\$ 1,251,500	\$ 1,031,404	\$ 1,271,792	\$ 1,219,884
		Operating Cost								
10	50150	02	Mileage Reimbursement	2,142	570	-	1,500	191	1,000	1,000
10	50150	04	Payroll Services	5,845	6,135	6,273	7,500	5,588	7,500	7,500
10	50150	06	Periodicals/Memberships	4,688	3,618	4,277	4,000	1,188	2,000	2,000
10	50150	08	Education/Training	6,751	1,305	1,216	2,000	6,531	10,000	10,000
10	50150	12	Travel	25,490	10,577	-	20,000	5,400	30,000	30,000
10	50150	14	JPC Members' Stipend	14,500	13,800	16,100	13,500	11,800	17,300	17,300
10	50150	15	Meeting Expenses	4,607	2,718	6,896	4,500	8,265	13,000	13,000
10	50150	16	Office Supplies	11,674	10,946	11,657	15,000	9,062	15,000	15,000
10	50150	18	Telephone & Internet Expense	8,679	9,061	8,903	12,000	4,696	6,500	6,750
10	50150	20	Mobile Phones	4,832	7,372	7,786	7,000	4,807	6,000	6,000
10	50150	24	Postage	2,952	2,435	5,204	3,000	1,975	3,750	3,750
10	50150	26	Liability Insurance	32,775	46,674	55,216	57,000	76,524	97,347	102,000
10	50150	30	Printing - Outside	6,848	1,578	1,021	3,500	1,383	3,500	3,500
10	50150	32	Equipment Leases	8,814	10,107	12,130	12,000	7,878	12,000	12,000
10	50150	34	Equipment Maintenance	19,549	36,193	37,076	35,000	32,063	57,000	57,000
10	50150	35	Vehicle Maintenance & Fuel	7,696	4,479	4,037	7,000	3,573	4,100	4,100
10	50150	38	Production/Artwork	3,481	2,417	1,937	1,500	6,895	13,000	13,000
10	50150	39	Marketing / Branding	-	-	-	-	-	25,000	25,000
10	50150	40	Promotional Activities	10,524	23,900	16,019	35,000	14,372	50,000	50,000
10	50150	42	Bank Fees	408	83	2	500	-	27,000	27,000

Fund Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
Operating Cost (Continued)										
10	50150	46	Office Custodial	6,693	5,685	7,195	6,000	4,410	6,000	6,000
10	50150	47	Office Rent	53,054	64,627	61,283	76,000	53,958	65,500	66,100
10	50150	48	Office Utilities	15,630	13,911	13,734	17,500	7,915	10,700	10,900
10	50150	50	Office Building Insurance	500	500	600	600	-	600	600
10	50150	55	Office Security	647	781	1,571	-	-	-	-
10	50180	00	MOU Payment	650,000	-	-	-	-	-	-
		Total		\$ 908,779	\$ 279,472	\$ 280,133	\$ 341,600	\$ 268,474	\$ 483,797	\$ 489,500
Professional Services										
10	50200	02	General Legal Services (88%)	145,803	159,002	159,774	175,000	133,078	189,400	200,500
10	50200	04	Special Legal Services	21,454	2,189	4,089	15,000	30,292	31,500	33,000
10	50200	10	Legal Property Surveys	460	-	-	1,000	-	1,000	1,000
10	50200	14	Annual Audit	31,823	27,306	36,975	38,500	24,200	35,000	35,000
10	50200	20	Lobbyist	91,244	91,576	90,014	94,000	67,644	94,000	94,000
10	50200	22	Engineering Services	60,982	2,011	10,250	8,000	850	2,000	2,000
10	50200	25	Consulting Services	277,384	296,999	370,862	300,000	188,164	350,000	350,000
10	50200	40	Foreign Trade Zone	632	8	-	750	7,067	7,100	7,100
10	50200	45	Joint Land Use Study	-	-	5,000	-	-	-	-
		Total		\$ 629,782	\$ 579,091	\$ 676,964	\$ 632,250	\$ 451,295	\$ 710,000	\$ 722,600
Capital Expenses - Office										
10	50300	02	Equipment/Furniture	5,427	8,723	3,640	15,000	1,411	10,000	10,000
10	50300	04	Computer Hardware	5,256	21,901	20,552	20,000	3,411	10,000	10,000
10	50300	06	Computer Software	3,938	37,587	31,853	15,000	19,558	20,000	20,000
		Total		\$ 14,621	\$ 68,211	\$ 56,045	\$ 50,000	\$ 24,380	\$ 40,000	\$ 40,000
			ADMINISTRATION DEPT TOTAL	\$ 2,746,903	\$ 2,056,638	\$ 2,172,896	\$ 2,275,350	\$ 1,775,553	\$ 2,505,589	\$ 2,471,984
FACILITIES MGMT DEPT										
20	51150	00	Fire and Casualty Insurance	2,751	3,519	5,143	5,200	9,536	15,586	18,000
20	51200	00	Building Maintenance	8,715	2,651	4,175	4,000	21,273	40,000	40,000
20	51250	00	Grounds Maintenance	127,431	128,949	189,854	125,000	12,447	70,000	70,000
20	51255	00	Street & Lighting Maintenance	37,421	17,137	466,107	20,000	25,048	35,000	35,000
20	51300	00	Equipment Maintenance	1,167	13,001	2,217	17,000	1,462	2,300	2,300
20	51325	00	Equipment Purchases	-	8,125	5,097	17,000	-	-	-
20	51330	00	Capital Improvements	-	9,065	-	-	-	-	-
20	51350	00	Utilities	17,732	12,712	21,515	16,000	20,075	25,750	25,750
20	51355	00	Fuel Costs	4,517	4,033	2,408	5,500	238	2,000	2,500
20	51360	00	Police Patrols	204,768	199,275	214,564	215,000	125,929	225,000	237,000
		Total		\$ 404,502	\$ 398,467	\$ 911,080	\$ 424,700	\$ 216,008	\$ 415,636	\$ 430,550

Fund Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Current 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
			Project Costs							
20	51400	00	Bad Debt Expense	10,855	-	-	-	-	3,500	3,500
25	51500	05	Heacock Drainage Improvements	-	7,726	-	-	-	-	-
25	51500	10	Van Buren Boulevard	961,472	859,993	-	-	-	-	-
			Total	\$ 972,327	\$ 867,719	\$ -	\$ -	\$ -	\$ 3,500	\$ 3,500
			FACILITIES MGMT DEPT	\$ 1,376,829	\$ 1,266,186	\$ 911,080	\$ 424,700	\$ 216,008	\$ 419,136	\$ 434,050
			PLANNING DEPT							
30	52100	00	General Plan Preparation/Adoption	-	-	-	-	-	-	-
30	52200	00	Plan Check/Inspection Fees	1,384,348	1,469,960	791,270	1,200,000	1,257,414	1,440,000	1,325,000
30	52220	00	Education/Training/Periodicals/Membership	742	-	-	5,000	1,102	2,500	2,500
30	52250	00	Environmental Fees	26,234	32,644	34,412	45,000	34,464	45,000	45,000
30	52300	00	Printing Costs	-	-	-	1,000	-	10,000	10,000
30	52325	00	Planning Software	5,595	1,535	59,765	16,000	25,252	25,500	25,500
30	52350	00	Public Notices/Filings	1,855	877	561	3,000	1,948	3,000	3,000
30	52400	00	Environmental Review	-	-	-	2,500	-	2,500	2,500
			PLANNING DEPT	\$ 1,418,774	\$ 1,505,016	\$ 886,008	\$ 1,272,500	\$ 1,320,180	\$ 1,528,500	\$ 1,413,500
			OTHER FINANCING USES							
10	50900	00	Transfer to the March Inland Port Authority	400,000	-	-	-	-	-	-
			Total Other Financing Uses	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			Total Revenues	20,790,333	5,274,033	4,537,686	5,999,500	3,053,064	5,526,848	5,470,561
			Total Expenses	5,942,506	4,827,840	3,969,984	3,972,550	3,311,741	4,453,225	4,319,534
			Projected Net Revenue	\$ 14,847,827	\$ 446,193	\$ 567,702	\$ 2,026,950	\$ (258,677)	\$ 1,073,623	\$ 1,151,027
			FUND BALANCE:							
			Fund Balance, Unassigned - Beginning			\$ 27,342,547	\$ 27,910,249		\$ 27,937,199	\$ 29,010,822
			Projected Net Revenue			\$ 567,702	\$ 2,026,950		\$ 1,073,623	\$ 1,151,027
			PROCEEDS/SALE OF FIXED ASSET			\$ (2,000,000)	\$ (2,000,000)		\$ -	\$ -
00	40650	00	PROJECTED ENDING FUND BALANCE, UNASSIGNED			\$ 27,910,249	\$ 27,937,199		\$ 29,010,822	\$ 30,161,849

FUND 100 GENERAL FUND – BUDGET NOTES

Expenses:

- 100-10-50150-26 Liability Insurance**
This account reflects the General Fund's share of General Liability, Cyber Crime, and Crime Coverage insurance and direct charge for Deadly Weapon Insurance.
- 100-10-50150-32 Equipment Leases**
This account reflects Canon copiers and other office leases.
- 100-10-50150-34 Equipment Maintenance**
This account reflects maintenance of computer and copier equipment in the JPA offices. For FY 21-22 the amount for equipment maintenance was \$47,186; Computer maintenance provided by Computer Options was \$43,304 which represented 92% of the total; Copier maintenance provided by Canon was \$3,882 which represented 8% of the total balance. For FY 22-23 and thereafter an additional \$9,000 was included for Daley Technology Systems for website maintenance costs.
- 100-10-50150-38 Production/Artwork**
This account normally reflects costs for name plates, trophies, signage, and maps. In FY 21-22 this account also included charges for Daley Technology Systems for the website and e-bulletin project. These charges for this service was \$12,750 which represents 82% of the account total of \$15,497. For FY 22-23 and thereafter the estimated budget is \$13,000; in anticipation of upcoming needs.
- 100-10-50150-39 Marketing/Branding**
This account is a new account for the upcoming fiscal years. This account will be utilized for costs to market March JPA along with the dissolution of the March JPA.
- 100-10-50150-40 Promotional Activities**
This account reflects community promotional activities supported or donated by the March JPA. Community promotional activities include chamber of commerce memberships, attendance at special events to represent the JPA, community sponsorships, promotional items. FY 21-22 account balance was \$25,387. For FY 22-23 and thereafter the estimated budget is \$50,000 which includes \$25,000 to support the air show.
- 100-10-50150-42 Bank Fees**
This account reflects bank fees charged for JPA general fund bank accounts. This account is significantly larger based upon estimates from investment accounts and bank accounts. Bank fees will now be identified separately which is a change of the current practice of netting the charges against interest income.
- 100-10-50150-47 Office Rent**
This account reflects the JPA main office facility rent. For FY 21-22 the amount of the office rent account was \$64,646. The JPA rents its main office facility from Western Municipal Water District. Rental agreement adjusts every year in November. It is anticipated that the office rent will increase by a 6% cola factor similar to FY 21-22.
- 100-10-50150-48 Office Utilities**

- This account reflects office utilities for Western Municipal Water District and cable services.
- 100-10-50150-55 Office Security**
This account was used for security services at a variety of locations. Effective FY 21-22 this cost was moved to account number 100-20-51350-00 Utilities.
- 100-10-50200-02 General Legal Services**
This account is used for general legal retainer for services from Best, Best & Krieger LLP. The account balance for FY 21-22 is \$175,225. For FY 22-23 and thereafter the budget is adjusted for a growth factor of 6 percent which is based upon the FY 21-22 growth. The Utility Authority General legal services budget for \$3,700 for FY 22-23 thru FY 23-24 has now been reallocated to the General Fund.
- 100-10-50200-04 Special Legal Services**
This account is used for specific projects that the JPA requires legal services from Best, Best & Krieger LLP. The account balance for FY 21-22 is \$30,537. For FY 21-22 special project requiring special legal services included Sycamore Hills Distribution Center, Semper Fi, Westmont Village, and Sunsetting.
- 100-10-50200-10 Legal Property Surveys**
This account is used for property surveys for specific project properties. In FY 21-22 the account was \$8,500 which was for Upper Plateau. For FY 22-23 and thereafter it is anticipated that legal property surveys will be minimal and under \$1,000.
- 100-10-50200-14 Annual Audit**
This account reflects the General Fund's share of annual audit cost.
- 100-10-50200-20 Lobbyist**
This account reflects lobbyist services provided by CJ Lake. For FY 21-22 the account balance is \$91,944. For FY 22-23 and thereafter the budgeted amount is \$94,000.
- 100-10-50200-22 Engineering Services**
This account is for contracted engineering services. Currently Tri Lake Engineering provides this service to the JPA. For FY 21-22 the total amount in this account was \$850. For FY 22-23 and thereafter the budgeted amount is \$2,000.
- 100-10-50200-25 Consulting Services**
This account reflects consulting services for a variety of services including executive recruitment, temporary staff, fee review, and JPA dissolution. During FY 21-22 this account was \$252,236. In FY 21-22 the following consulting services represented 87% of the consulting services utilized during the year. The following were provided by Willdan for \$95,985 which represents 38%; RSG for \$76,323 which represents 33%; HM Consulting for \$15,000 which represents 6%; MV Cheng & Associates for \$14,000 which represents 6%; Bob Murray for \$12,498 which represents 5%; and Tri Lake for \$5,778 which represents 2%.
- 100-20-51150-00 Fire and Casualty Insurance**
This account reflects the General Fund's share of Property Insurance.
- 100-20-51200-00 Building Maintenance**
This account reflects security service, general building maintenance, and board up costs. During FY 21-22 this account was \$38,424. Glass

Fabrication board up services amounted to \$31,600 which represents 82% of the balance. For FY 22-23 and thereafter the budget estimates include the continual used of their services for board up services.

100-20-51250-00

Grounds Maintenance

This account reflects various grounds maintenance activities including landscape maintenance, clean-up, weed abatement services, and waste disposal services. In FY 21-22 the amount of the account was \$68,626. There were 4 services that comprised 78% of the total account balance. Ability Counts, Inc. provided landscape services in the amount of \$16,875 which represents 25%; WM Corporate Services, Inc. provided waste disposal services in the amount of \$13,386 which represents 20%; DeGuire Weed Abatement provided weed abatement services in the amount to of \$12,625 which represents 18%; and Juan C. Aran provided clean up and repair services in the amount of \$10,445 which represents 15%. For FY 22-23 and thereafter the budget estimate for each respective fiscal year is estimated to be \$70,000.

100-20-51255-00

Street & Lighting Maintenance

This account reflects maintenance on streets including street sweeping, SLF costs, and other street and lighting services. During FY 21-22 there were only 3 contracts – Clean Streets for street sweeping service in the amount of \$5,564; Riverside County TLMA for SLF costs in the amount of \$4,324; and Hardy and Harper for Krameria Ave Phase 2 improvements in the amount of \$19,995. For FY 22-23 and thereafter the budget amount is estimated to be \$35,000 each respective fiscal year.

100-20-51350-00

Utilities

This account reflects utility costs which include electricity, water service, and security services. For FY 21-22 the account balance was \$22,944. For FY 22-23 and thereafter the budgetary amount of \$25,750.

100-30-52200-00

Plan Check/Inspection Fees

This account reflects plan check and inspection fees. In FY 21-22 the account balance was \$1,437,943. Tri Lake and Willdan provide 98% of these services. For FY 21-22 Tri Lake amounted to \$1,047,351 which represents 73% of the account balance; and Willdan amounted to \$327,652 which represents 23% of the account balance. In FY 22-23 the budgeted amount of \$1,440,000 represents continual projects with no expected decline; In FY 23-24 the budgeted amount of \$1,325,000 represents a decline in fees in accordance with our consultants.

100-30-52325-00

Planning Software

This account reflects the Planning Departments software costs. In FY 21-22 this account was \$25,252 which included Accela annual renewal of \$16,232; HDL annual users fee of \$6,106; and Sidwell for Accela services of \$2,914. For FY 22-23 and thereafter the budgeted amount is \$25,500 which expects just a modest increase in fees.

LIGHTING LANDSCAPING & MAINTENANCE DISTRICT – LLMD

2021-2022 PERFORMANCE MEASURES

	<u>Measure</u>	<u>Status</u>
1	Manage and maintain contract with Brightview.	In Progress.
2	Capital Improvement Projects.	None.
3	Extend falconer contract for basin monitoring	Completed June 2022.

BUDGET CHANGES AND OPERATIONAL IMPACTS

No significant budget changes are recommended at this time. Two capital improvement projects are recommended in order to address infrastructure rehabilitation needs within LLMD areas that are heavily used by the public. These improvements will help reduce liability exposure for the March JPA and help maintain high quality aesthetics for a professional looking business park.

GOALS FOR 2022-2024

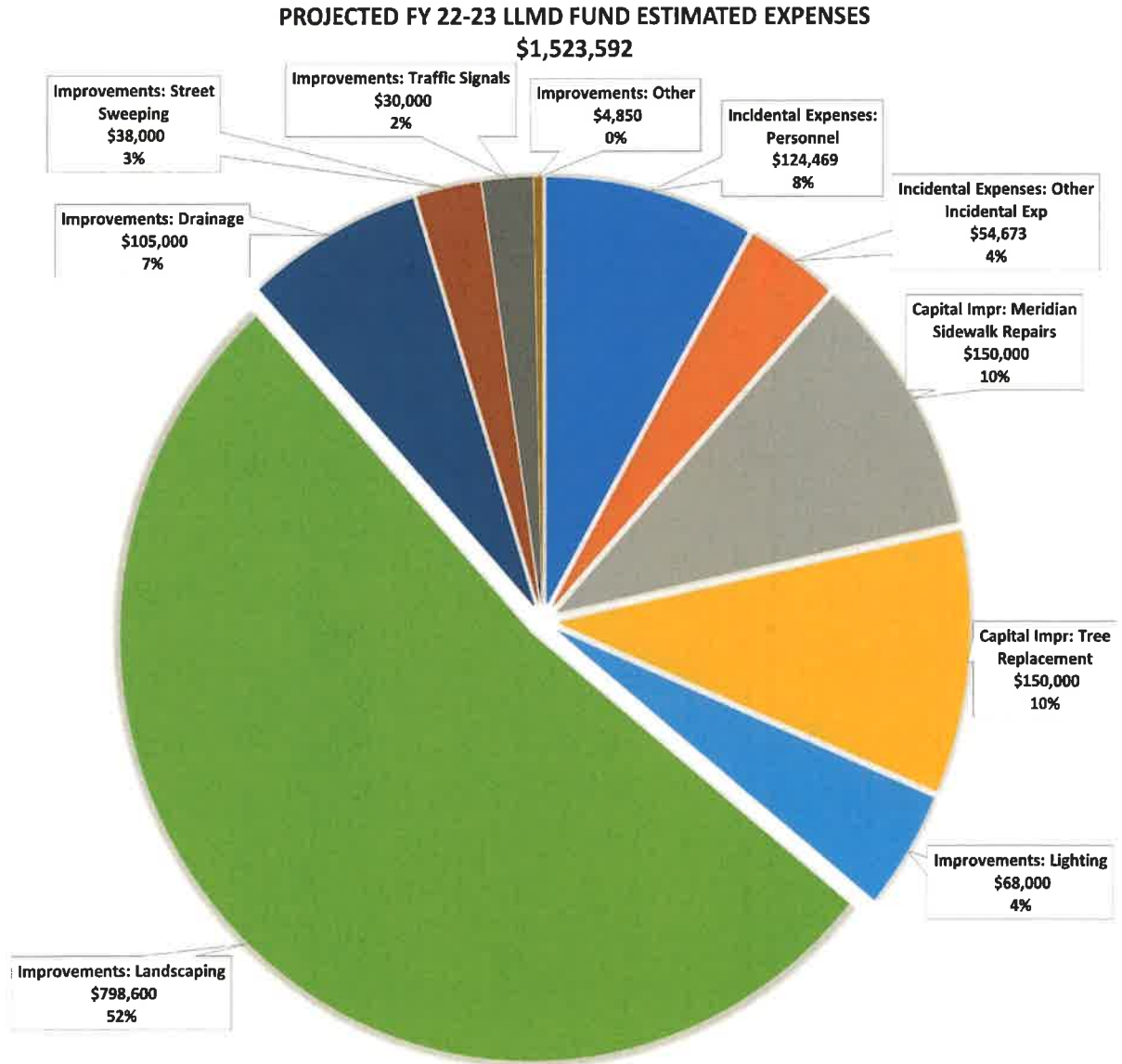
	<u>Measure</u>	<u>Status</u>
1	Update and extend Brightview contract to include drainage facilities and new parks and open spaces in South Campus.	In Progress.
2	Develop and implement Capital Improvement Project for trees replacement and maintenance.	In Progress. To be completed 4 th quarter of 2022.
3	Develop and implement Capital Improvement Project for sidewalks rehabilitation.	In Progress. To be completed 4 th quarter of 2022.
4	Improve drainage facilities in partnership with Meridian Park LLC to minimize BASH issues near the base.	Lateral B under design with construction plan in 2023.

REVENUES & EXPENSES

The LLMD is funded through assessments which increase incrementally each year. For 2022-2024 budget, the LLMD is estimated to collect \$2.19 million and \$2.24 million consecutively, reflecting a 2 percent increase in assessments per year. Proposed capital improvements, in addition to maintenance contracts, will not exceed assessment revenues.

REVENUES FY 22-23 = \$2.19 MILLION

EXPENSES FY 22-23 = \$1.52 MILLION



MARCH JOINT POWERS AUTHORITY - LLM D
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Adopted 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
120										
			REVENUE							
00	40260	00	ASSESSMENTS	1,367,803	1,526,765	1,597,090	1,749,810	1,257,287	2,191,985	2,236,000
			Net Operating Revenue	\$ 1,367,803	\$ 1,526,765	\$ 1,597,090	\$ 1,749,810	\$ 1,257,287	\$ 2,191,985	\$ 2,236,000
			Total Revenue	\$ 1,367,803	\$ 1,526,765	\$ 1,597,090	\$ 1,749,810	\$ 1,257,287	\$ 2,191,985	\$ 2,236,000
			EXPENSES							
			IMPROVEMENTS							
40	65005	00	Traffic Signals	27,037	15,073	30,761	41,371	18,172	30,000	30,000
40	65010	00	Signage	-	-	1,017	-	347	350	350
40	65015	00	Lighting	35,167	56,701	58,955	56,991	52,369	68,000	69,500
40	65020	00	Landscaping	585,597	801,505	887,952	839,154	592,881	798,600	838,500
40	65025	00	Drainage	205,339	191,751	103,332	287,759	8,593	105,000	125,000
40	65030	00	Street Sweeping	23,500	23,490	30,090	40,800	26,524	38,000	38,800
40	65035	00	Graffiti Removal / Vandalism	360	654	4,543	2,561	-	4,500	4,500
			Total Improvements Expenses	\$ 877,000	\$ 1,089,174	\$ 1,116,650	\$ 1,268,636	\$ 698,886	\$ 1,044,450	\$ 1,106,650
			INCIDENTAL EXPENSES							
40	65118	05	Salaries and Wages	82,700	117,182	88,711	120,951	48,251	77,707	62,408
40	65118	10	Benefits	18,483	26,880	14,758	27,612	9,456	9,933	10,066
40	65118	15	PERS Contributions	9,435	12,946	9,713	12,862	5,520	5,924	6,161
40	65118	20	Medicare Tax	1,120	1,910	1,274	1,972	705	995	1,038
40	65118	30	Workers Compensation Ins.	1,361	1,071	722	1,578	4,638	4,342	4,447
40	65118	99	Unfunded Accrued Liability	8,299	9,963	8,523	10,805	10,416	25,568	29,403
40	65120	00	Operations	12,944	10,663	8,862	13,148	5,202	6,210	6,460
40	65125	00	Transportation/Communication	4,136	2,308	3,479	15,778	5,928	8,500	8,500
40	65130	00	Insurance	7,000	9,000	9,100	9,598	12,972	7,180	12,000
40	65135	00	Assessment Engineer	-	-	-	17,093	9,000	9,000	9,000
40	65140	00	Professional Services	16,000	9,000	9,000	11,834	12,315	9,200	9,200
40	65145	00	Publication	194	396	-	1,315	-	200	200
40	65200	00	Contingency	-	-	-	13,148	-	14,383	14,500
			Total Incidental Expenses	\$ 161,672	\$ 201,319	\$ 154,142	\$ 257,694	\$ 124,403	\$ 179,142	\$ 173,383
			CAPITAL IMPROVEMENTS							
40	65500	01	Meridian Parkway Impr-Sidewalk Re	-	-	-	-	-	150,000	150,000
40	65500	05	Tree Replacement	-	-	-	-	-	150,000	150,000
			TOTAL CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Adopted 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
			Total Revenue	1,367,803	1,526,765	1,597,090	1,749,810	1,257,287	2,191,985	2,236,000
			Total Expenses	1,038,672	1,290,493	1,270,792	1,526,330	823,289	1,523,592	1,580,033
			Projected Net Revenue	329,131	236,272	326,298	223,480	433,998	668,393	655,967
			FUND BALANCE:							
			Fund Balance, Restricted: Maintenance & Landscaping - Beginning			\$ 1,310,222	\$ 1,636,520		\$ 1,860,000	\$ 2,528,393
			Projected Net Revenue			\$ 326,298	\$ 223,480		\$ 668,393	\$ 655,967
			PROJECTED ENDING FUND BALANCE, RESTRICTED			\$ 1,636,520	\$ 1,860,000	\$ -	\$ 2,528,393	\$ 3,184,360

FUND 120 LLMD - BUDGET NOTES

Revenues:

120-00-40260-00 Assessment
This is the sole revenue source for the Landscaping, Lighting, and Maintenance District (LLMD) Fund. The basis for this revenue source is derived from a special assessment to the properties covered in the LLMD. The annual assessment of \$2,191,985 for FY 22-23 is based upon current information; the assessment for FY 23-24 of \$2,236,000 is based on the assumption of a 2 percent growth over the previous fiscal year.

Expenses:

120-40-65005-00 Traffic Signals
This account reflects Southern California Edison (SCE) charges for traffic signals and County of Riverside TLMA Administration monthly costs.

120-40-65015-00 Lighting
This account reflects lighting in the LLMD provided by Southern California Edison. The budget estimates are based upon previous actuals charged to this account with growth of approximately 2 percent.

120-40-65020-00 Landscaping
This account reflects landscaping services for the LLMD. Brightview Landscape Services Inc. monthly service constitutes 67 percent of the account balance. Budgetary estimates are based on FY 21-22 estimated actuals with a 5 percent growth rate for each respective fiscal year.

120-40-65025-00 Drainage
This account reflects drainage services. Only 7 transactions were reflected in the account with 1 invoice from Aran Tree Service equaling 93% of the amount balance. Future years will anticipate a multiple year plan to reduce cost.

120-40-65030-00 Street Sweeping
This account reflects street sweeping services to the LLMD. The budgetary amount is based upon FY 21-22 actuals with growth of 2 percent each respective year. For FY 22-23 and thereafter additional streets are planned to be added.

120-40-35035-00 Graffiti Removal/Vandalism
This account reflects utilizing a contracted company for graffiti removal in the LLMD.

120-40-65120-00 Operations
This account reflects operation costs related to the LLMD which includes a portion of rent, computer maintenance, and utilities.

120-40-65125-00 Transportation/Communication
This account reflects phone, internet and mobile phone services along with computer maintenance, truck service, and vehicle fuel for the LLMD.

120-40-65130-00 Insurance
This account reflects the LLMD's share of General Liability, Cyber Crime, and Crime Coverage insurance.

120-40-65135-00 **Assessment Engineer**
This account reflects the continual use of an assessment engineer contracted services.

120-40-65140-00 **Professional Services**
This account reflects the continual use of contracted professional services for the LLMD. TRI Lake is used for the LLMD professional service needs.

Capital Improvements:

120-40-650XX-00 **Meridian Parkway Improvements – Sidewalk Repairs**
This account reflects Meridian Parkway sidewalk repairs. This project includes roadway excavation, earthwork, subgrade preparation, concrete removal, and tree removal. It also includes striping, signing, pavement markings, installation of fire hydrant, sidewalk and curb and gutter repairs. The amount of this project in FY 22-23 is budgeted for \$150,000. In FY 23-24 Meridian Parkway sidewalk repairs project plans on continuing sidewalk repairs on Meridian Parkway.

120-40-650XX-00 **Tree Replacement**
This account reflects the tree replacements project to replace trees throughout LLMD with \$150,000 budgeted for FY 22-23 and each fiscal year thereafter.

COMMUNITY FACILITIES DISTRICT - CFD

2021-2022 PERFORMANCE MEASURES

	<u>Measure</u>	<u>Status</u>
1	None	None

BUDGET CHANGES AND OPERATIONAL IMPACTS

The delay in the development of the March LifeCare Campus, within the JPA’s Northeast Corner, has resulted in a very low input and output within the CFD account. Revenues associated with March LifeCare CFD are largely collected in assessments from the March Veterans Village site, as well as the Signature Health and Cobalt sites. Due to lack of activities within the Northeast Corner, the CFD has seen very little activity over the years. However, due to long vacancies within abandoned JPA buildings the March JPA has been experiencing increasing nuisances from transients in the area. As such, modifications to the CFD budget are recommended to address ongoing maintenance and public hazard issues occurring within the Northeast Corner.

GOALS FOR 2022-2024

	<u>Measure</u>	<u>Status</u>
1	Pursue a DDA Amendment with March LifeCare developer to require infrastructure improvements prior to the end of 2022.	DDA Amendment approved January 2022. Improvements in progress.
2	Interim maintenance of drainage infrastructure – Cactus Channel	Construction design and right-of-way acquirement underway. In the meantime, JPA staff is maintaining the channel and required ACOE permit for interim maintenance.
3	Ongoing landscape maintenance	In progress. Minimal activities here to mitigate potential fire hazards.
4	Utilities maintenance	Ongoing maintenance costs of utilities, previously paid of the JPA General Fund, will be directed to the CFD fund.

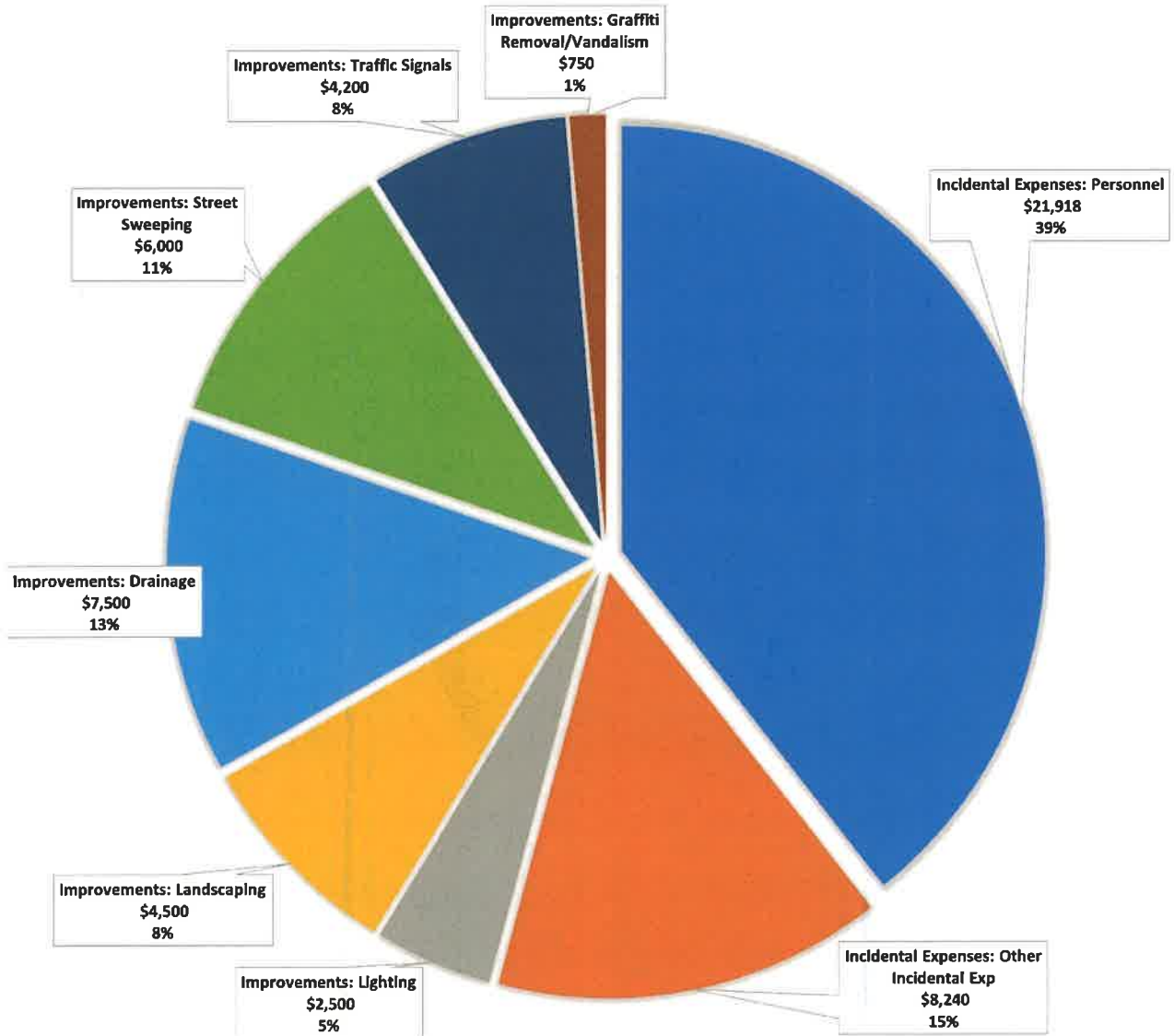
REVENUES & EXPENSES

The CFD is expected to remain stagnant in FY 2022-2023 and FY 2023-2024. Within 2022-2024 budgets, the CFD is estimated to collect \$74,061 in assessments per year. Proposed capital improvements, in addition to maintenance contracts, will not exceed assessment revenues.

REVENUE FY 22-23 = \$74,061

EXPENSES FY 22-23 = \$55,608

PROJECTED FY 22-23 CFD FUND ESTIMATED EXPENSES
\$55,608



MARCH JOINT POWERS AUTHORITY - CFD
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Adopted 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
140										
			REVENUE							
	00	40260	00 ASSESSMENTS	60,183	34,145	52,116	74,061	55,988	74,061	74,061
			Net Operating Revenue	\$ 60,183	\$ 34,145	\$ 52,116	\$ 74,061	\$ 55,988	\$ 74,061	\$ 74,061
			Total Revenue	\$ 60,183	\$ 34,145	\$ 52,116	\$ 74,061	\$ 55,988	\$ 74,061	\$ 74,061
			EXPENSES							
			IMPROVEMENTS							
	40	65005	00 Traffic Signals	-	-	-	825	-	4,200	4,200
	40	65015	00 Lighting	2,911	2,115	2,393	3,273	1,984	2,500	2,500
	40	65020	00 Landscaping	-	-	-	25,215	-	4,500	4,500
	40	65025	00 Drainage	-	-	-	7,649	-	7,500	7,500
	40	65030	00 Street Sweeping	-	-	-	1,241	-	6,000	6,000
	40	65031	00 Rapid Transit Shelters	-	-	-	100	-	-	-
	40	65035	00 Graffiti Removal/Vandalism	-	-	-	200	-	750	750
			Total Improvements Expenses	\$ 2,911	\$ 2,115	\$ 2,393	\$ 38,503	\$ 1,984	\$ 25,450	\$ 25,450
			INCIDENTAL EXPENSES							
	40	65110	00 Project Manager	-	17,719	-	17,719	-	-	-
	40	65118	05 Salaries and Wages	-	-	-	-	-	14,348	14,635
	40	65118	10 Benefits	-	-	-	-	-	2,683	2,684
	40	65118	15 PERS Contributions	-	-	-	-	-	2,016	2,057
	40	65118	20 Medicare Tax	-	-	-	-	-	245	249
	40	65118	30 Workers Compensation Ins.	-	-	-	-	-	2,626	2,678
	40	65130	00 Insurance	-	-	-	-	-	2,150	3,500
	40	65135	00 Assessment Engineer	-	1,500	-	3,000	3,000	3,000	3,000
	40	65140	00 Professional Services	3,010	1,500	3,000	-	1,500	3,000	3,000
	40	65150	00 County Cost Tax Roll	-	-	-	123	-	90	90
	40	65200	00 Contingency	-	-	-	-	-	-	-
			Total Incidental Expenses	\$ 3,010	\$ 20,719	\$ 3,000	\$ 20,842	\$ 4,500	\$ 30,158	\$ 31,893

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Adopted 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
			Total Revenues	60,183	34,145	52,116	74,061	55,988	74,061	74,061
			Total Expenses	5,921	22,834	5,393	59,345	6,484	55,608	57,343
			Projected Net Revenue	\$ 54,262	\$ 11,311	\$ 46,723	\$ 14,716	\$ 49,504	\$ 18,453	\$ 16,718
			FUND BALANCE:							
			Fund Balance, Restricted: Maintenance & Landscaping - Beginning			\$ 99,167	\$ 145,890		\$ 160,606	\$ 179,059
			Projected Net Revenue			\$ 46,723	\$ 14,716		\$ 18,453	\$ 16,718
			PROJECTED ENDING FUND BALANCE, RESTRICTED			\$ 145,890	\$ 160,606	\$ -	\$ 179,059	\$ 195,777

FUND 140 CFD FUND – BUDGET NOTES

Revenues:

140-00-40260-00 Assessments
This is the sole revenue source for the Community Facilities District (CFD) Fund. The basis for this revenue source is derived from a special assessment to the properties covered in the CFD. The annual assessment of \$74,061 is not expected to change through FY 23-24.

Expenses:

140-40-65005-00 Traffic Signals
This account reflects Southern California Edison (SCE) charges for traffic signals located in the CFD. Currently one traffic signal was identified on the SCE invoice located at Riverside and Meyer which is within the CFD.

140-40-65015-00 Lighting
This account reflects lighting in the CFD. The budget estimates are based upon previous actuals charged to this account. No significant change in charges are anticipated.

140-40-65020-00 Landscaping
This account reflects maintenance and weed abatement services for the CFD. Estimates are based upon a vendor currently being used in another area in the JPA.

140-40-65025-00 Drainage
This account reflects drainage services, and the estimate is based upon services provided to the JPA in another area.

140-40-65030-00 Street Sweeping
This account reflects street sweeping services to the CFD. The budgetary amount is based upon estimated costs currently being provided at Green Acres.

140-40-35035-00 Graffiti Removal/Vandalism
This account reflects utilizing a contracted company for graffiti removal in the CFD.

140-40-65130-00 Insurance
This account reflects the CFD's share of General Liability, Cyber Crime, and Crime Coverage insurance.

140-40-65135-00 Assessment Engineer
This account reflects the continual use of an assessment engineer contracted services.

140-40-65140-00 Professional Services
This account reflects the continual use of contracted professional services for the CFD.

GREEN ACRES

2021-2022 PERFORMANCE MEASURES

	<u>Measure</u>	<u>Status</u>
1	Maintain full Occupancy	Occupancy at 100%.
2	Reduce water costs	WMWD water infrastructure project to be completed end of 2022.
3	Improve energy efficiencies within homes	More than three home renovations were completed in FY 2021-2022 to accommodate move-outs and new move-ins.

BUDGET CHANGES AND OPERATIONAL IMPACTS

No significant budget changes are recommended at this time.

GOALS FOR 2022-2024

No changes to the above-mentioned Performance Measures are proposed at this time. In April of 2022, the Joint Powers Commission expressed interest in releasing Green Acres for sale to an independent party. March JPA staff has engaged non-profits, government agencies and private entities in the release of Green Acres for sale. Discussions with various parties are in progress.

GREEN ACRES ENTERPRISE FUNDS – REVENUES

Description	Audited 2020-2021 Actual	Current 2021-2022 Actual	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
RENTAL INCOME	1,796,114	1,800,000	1,628,294	2,000,000	2,000,000
UTILITY CHARGES	60,974	60,000	47,037	60,000	60,000
LATE FEES & NSF FEES	1,122	1,500	639	1,000	1,000
CREDIT CHECK FEES	1,760	1,000	720	1,000	1,000
INTEREST INCOME	3,452	-	(96,104)	30,000	30,000
HOLDING FEES FORFEITURE	-	200	-	120	120
MISCELLANEOUS	440	250	325	400	400
Net Operating Revenue	\$ 1,863,862	\$ 1,862,950	\$ 1,580,911	\$ 2,092,520	\$ 2,092,520

REPAIRS & MAINTENANCE FUND – TRANSFERS IN

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
Designated Set Aside (5% of Rental Income)	100,000	90,000	-	100,000	100,000
Total Transfers In	\$ 100,000	\$ 90,000	\$ -	\$ 100,000	\$ 100,000

EXPENDITURES

Description	Audited 2020-2021 Actual	Current 2020-2021 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023 – 2024 Budget
Roof Repairs	9,075	25,000	5,215	27,000	27,000
Unit Improvements (Kitchens)	53,349	50,000	50,276	55,000	55,000
Total Expenses	\$ 62,424	\$ 75,000	\$ 55,491	\$ 82,000	\$ 82,000

**MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND
DESIGNATED REPAIRS AND MAINTENANCE**

PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
301			Green Acres Designated Funds							
			TRANSFERS IN							
	00	48025	00 Designated Set Aside (5% of Rental Income)	87,500	90,000	100,000	90,000	-	100,000	100,000
			Total Transfers In	\$ 87,500	\$ 90,000	\$ 100,000	\$ 90,000	\$ -	\$ 100,000	\$ 100,000
			EXPENSES							
	20	51250	00 Roof Repairs	26,665	13,265	9,075	25,000	5,215	27,000	27,000
	20	51200	03 Unit Improvements (Kitchens)	71,853	75,207	53,349	50,000	50,276	55,000	55,000
			Total Expenses	\$ 98,538	\$ 88,472	\$ 62,424	\$ 75,000	\$ 55,491	\$ 82,000	\$ 82,000
			Total Transfers In	87,500	90,000	100,000	90,000	-	100,000	100,000
			Total Expenses	98,538	88,472	62,424	75,000	55,491	82,000	82,000
			Projected Net Revenue	\$ (11,038)	\$ 1,528	\$ 37,576	\$ 15,000	\$ (55,491)	\$ 18,000	\$ 18,000
			NET POSITION:							
			Net Position, Net Investment in Capital Assets - Beginning			\$ 144,334	\$ 181,910		\$ 196,910	\$ 214,910
			Projected Net Revenue			\$ 37,576	\$ 15,000		\$ 18,000	\$ 18,000
			ENDING NET POSITION - NET INVESTMENT IN CAPITAL ASSETS			\$ 181,910	\$ 196,910	\$ -	\$ 214,910	\$ 232,910

MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
300			GREEN ACRES ENTERPRISE FUND							
	REVENUE									
00	40200	00	RENTAL INCOME	1,761,547	1,771,477	1,796,114	1,800,000	1,628,294	2,000,000	2,000,000
00	40225	00	UTILITY CHARGES	55,780	56,142	60,974	60,000	47,037	60,000	60,000
00	40250	00	LATE FEES & NSF FEES	1,800	889	1,122	1,500	639	1,000	1,000
00	40300	00	CREDIT CHECK FEES	1,640	880	1,760	1,000	720	1,000	1,000
00	40600	00	INTEREST INCOME	95,591	65,360	3,452	-	(96,104)	30,000	30,000
00	40675	00	HOLDING FEES FORFEITURE	-	120	-	200	-	120	120
00	40750	00	MISCELLANEOUS	325	200	440	250	325	400	400
	Revenue Total			\$ 1,916,683	\$ 1,895,068	\$ 1,863,862	\$ 1,862,950	\$ 1,590,911	\$ 2,092,520	\$ 2,092,520
			Net Operating Revenue	\$ 1,916,683	\$ 1,895,068	\$ 1,863,862	\$ 1,862,950	\$ 1,580,911	\$ 2,092,520	\$ 2,092,520
			EXPENSES							
			ADMINISTRATION DEPT							
			Personnel							
10	50100	05	Salaries and Wages	180,075	209,328	241,843	235,000	193,448	207,006	207,932
10	50100	10	Benefits	45,015	44,740	45,622	47,000	34,629	36,614	36,888
10	50100	12	Post Employment Benefits	(7,730)	(1,130)	564	-	-	-	-
10	50100	15	PERS Contributions	83,565	42,782	91,220	23,010	16,219	16,316	17,197
10	50100	20	Medicare Tax	2,892	3,221	3,451	4,000	3,067	3,362	3,510
10	50100	25	Unemployment	-	-	-	-	-	-	-
10	50100	30	Workers Compensations Ins.	7,488	5,893	3,972	17,000	17,500	14,769	15,142
10	50100	99	Unfunded Accrued Liability	11,412	13,699	17,045	20,990	20,832	12,784	14,701
				\$ 322,717	\$ 318,533	\$ 403,717	\$ 347,000	\$ 285,695	\$ 290,851	\$ 295,370
			Operating Cost							
10	50150	06	Periodicals/Memberships	801	1,373	625	1,500	2,095	2,500	2,500
10	50150	08	Education/Training	990	-	391	500	-	500	500
10	50150	16	Office Supplies	1,100	902	878	1,500	861	1,500	1,500
10	50150	18	Telephone & Internet Expense	1,186	1,105	1,325	1,300	423	1,000	1,000
10	50150	20	Mobile Phones	995	1,116	1,033	1,000	1,178	1,300	1,300
10	50150	24	Postage	40	-	-	200	-	100	100
10	50150	26	Liability Insurance	5,520	7,465	8,686	9,000	13,571	18,473	23,000
10	50150	30	Printing-Outside	-	524	-	500	-	-	-
10	50150	36	Advertisement	-	-	-	-	1,937	-	-
10	50150	42	Bank Fees	-	-	-	-	3,163	4,000	4,000
10	50150	44	Tenant Relations	1,000	1,000	-	1,000	1,000	1,000	1,000
10	50150	47	Office Rent	7,239	8,189	7,759	13,000	6,055	8,000	8,000
10	50150	48	Office Utilities	1,178	1,178	982	1,300	1,551	2,000	2,000
10	50150	50	Depreciation	301,377	301,377	301,617	-	-	301,617	301,617

Fund Dept.	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
10	50300	02	Office Equipment	-	13,399	-	500	-	500	500
10	50300	06	Computer Software	2,316	3,268	3,268	9,000	5,074	8,000	8,000
		Total		\$ 323,742	\$ 337,628	\$ 326,564	\$ 40,300	\$ 35,908	\$ 350,490	\$ 355,017
			Professional Services							
10	50200	02	General Legal Services (Court Costs)	-	-	-	500	-	500	500
10	50200	15	Credit Check Services	1,251	824	2,117	1,000	519	1,000	1,000
10	50200	30	Security Measures	5,701	15,944	46	-	-	-	-
		Total		\$ 6,952	\$ 16,768	\$ 2,163	\$ 1,500	\$ 519	\$ 1,500	\$ 1,500
			Capital Expenses							
10	50300	10	Appliance Purchase	23,799	11,340	28,543	22,500	16,497	22,000	22,000
10	50300	15	Security Entrance Gates	5,433	730	4,132	20,000	3,264	8,000	8,000
		Total		\$ 29,232	\$ 12,070	\$ 32,675	\$ 42,500	\$ 19,761	\$ 30,000	\$ 30,000
			Total ADMINISTRATION DEPT	\$ 682,643	\$ 684,999	\$ 765,119	\$ 431,300	\$ 341,883	\$ 672,841	\$ 681,887
			FACILITIES MGMT DEPT							
20	51150	00	Fire and Casualty Insurance	11,976	15,429	20,403	20,000	34,277	56,399	58,000
20	51160	00	Property Taxes	30,334	30,973	31,515	35,000	31,871	40,000	40,000
20	51200	00	Building Maintenance	232,532	201,590	136,563	240,000	87,569	150,000	150,000
20	51250	00	Grounds Maintenance	357,085	327,788	253,428	350,000	186,940	250,000	250,000
20	51300	00	Equipment Maintenance	43,598	47,181	48,742	55,000	34,731	55,000	55,000
20	51350	00	Utilities	358,933	438,237	474,649	425,000	379,975	425,000	425,000
20	51360	00	Bad Debt Expense	4,684	11,828	-	2,500	-	2,500	2,500
			Total FACILITIES MGMT DEPT	\$ 1,039,142	\$ 1,073,026	\$ 965,300	\$ 1,127,500	\$ 755,363	\$ 978,899	\$ 980,500
			OTHER FINANCING USES							
10	50900	00	Transfer to Other Funds	487,500	390,000	100,000	-	-	-	-
			5% of Rental Incol Transfer to Designated Repair & Maint	-	-	-	-	-	100,000	100,000
			Total OTHER FINANCING USES	\$ 487,500	\$ 390,000	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ 100,000
			Total Revenue	1,916,683	1,895,068	1,863,862	1,862,950	1,580,911	2,092,520	2,092,520
			Total Expenses	2,209,285	2,148,025	1,830,419	1,558,800	1,097,246	1,751,740	1,762,387
			Projected Net Revenue	\$ (292,602)	\$ (252,957)	\$ 33,443	\$ 304,150	\$ 483,665	\$ 340,780	\$ 330,133
			NET POSITION:							
			Net Position, Unrestricted - Beginning			\$ 3,213,089	\$ 3,246,532		\$ 3,550,682	\$ 3,891,462
			Projected Net Revenue			\$ 33,443	\$ 304,150		\$ 340,780	\$ 330,133
			PROJECTED ENDING NET POSITION, UNRESTRICTED			\$ 3,246,532	\$ 3,550,682	\$ -	\$ 3,891,462	\$ 4,221,595

FUND 301 GREEN ACRES ENTERPRISE FUND – BUDGET NOTES

Revenues:

301-00-48025-00 Transfers-In: Designated Set Aside (5% of Rental Income)
This is the sole revenue source for the Green Acres Enterprise Fund. The basis for this revenue source is derived from Green Acres rental income. Five percent of total rental income is set aside specifically for designated repair and maintenance.

Expenses:

301-20-51250-00 Roof Repairs
This account reflects sectional roof repairs provided by Christianson Roofing.

301-20-51200-03 Unit Improvements (Kitchens)
This account reflects various kitchen repairs including cabinetry.

MARCH INLAND PORT AIRPORT AUTHORITY

2021-2022 PERFORMANCE MEASURES

	<u>Measure</u>	<u>Status</u>
1	Financial Sustainability	Currently sustainable. Maintain over next two budget years
2	Master Planning	Data collection, infrastructure inventory and aviation forecasts complete. Complete MP by fall 2023. Begin implementation of Capital Improvements in 2024.
3	Airport Developments	VIP-215 construction underway. COO expected in early 2024. Meridian D1 Aviation Gateway in entitlement process. Upon approval of project, expect construction to begin end of 2023 or early 2024

BUDGET CHANGES AND OPERATIONAL IMPACTS

A \$466,000 Category called “Improvements” is added to account for the following facilities that will be added to the list of airport facilities in 2023. These improvements are associated with the full improvement of Parcel D-2 which will accommodate a 1.8 million square foot logistics building for Target.

Improvements include traffic signals, signage, lighting, landscaping, drainage, street sweeping and graffiti removal along the newly installed Van Buren Boulevard. These facilities will be within the jurisdiction of the March Inland Port Airport.

GOALS FOR 2022-2024

Continue investment in infrastructure projects resulting out of the Master Plan and submit grant applications for those projects. Utilize the proceeds from Parcel D-3 to Airport Authority obligated portions of grant funded projects and/or invest in projects not otherwise eligible for FAA grant funding. Maintain fiscal sustainability not to encumber member jurisdictions. No other significant budget changes anticipated.

BUDGET CHANGES AND OPERATIONAL IMPACTS

No significant budget changes are recommended at this time.

Budgeted revenues and expenses have been met. Future two-year budget expects financial sustainability with adequate funds for planned infrastructure repairs and improvements. New ground lease revenue from VIP-215 will begin in 2023. That lease revenue influx is identified in the two-year budget. Additionally, \$4,000,000 was deposited into Airport Authority’s budget resulting from the sale of Parcel D-3. Disbursements of those proceeds are limited to funding airport infrastructure projects.

MIPAA BUDGET ITEMS FOR CONSIDERATION

Since 2004 the Airport Authority met much of its budgetary needs through loans from the March JPA General Fund. While previous Airport Authority budgets did not include the repayment of

March JPA loans, the pending sunseting of the March JPA as well as the establishment of the Airport Authority as a standalone entity, is triggering the need to consider this loan repayment issue within upcoming budgets. The following scenarios are presented for the Commission's discussion on next steps for loan repayment to the March JPA.

To date, those loans total approximately \$4.6 Million to include interest. The total amount due to the JPA amounted to \$4,569,263. The 1st component is comprised of \$597,896 of non-interest-bearing loans issued 2003 and earlier. The 2nd component is interest bearing loans issued dating back as far as 2004 in the principal amount of \$2,090,000. The interest accrued through 6/30/2022 is \$1,567,866.67. Interest will continue to accrue on the loans at \$104,500 per fiscal year.

There are 4 scenarios presented regarding the loan.

Scenario One: Full Loan Repayment: The payoff would be done in three fiscal years with two years paying \$1,523,088. and the final year paying \$1,523,087.

Scenario Two: Partial Repayment: The amount of payoff under this scenario amounts to \$2,284,632 or \$761,544 per the next 3 fiscal years. The remainder balance would be forgiven.

Scenario Three: Interest Only Repayment: This scenario pays off \$1,881,367 of interest that would accrue through FY 24-25 and the principal amount would be forgiven. Payments over three fiscal years would be \$627,122 per year. The principal amount of the loan to be forgiven would be \$2,687,896.

Scenario Four: Loan Forgiveness: This scenario would approve the Airport budget as currently proposed and forgive all MJPA loans in the amount of \$4,569,263.

**MARCH INLAND PORT AIRPORT AUTHORITY
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024**

Fund	Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
500				MARCH INLAND PORT AIRPORT AUTHORITY							
				REVENUE							
				OPERATING REVENUE:							
	00	40100	00	Lease Revenue	244,581	258,135	335,727	402,000	290,945	1,259,000	2,454,360
	00	40300	00	Permit Fees	3,500	4,000	3,500	5,000	2,000	3,000	3,500
	00	40655	00	Foreign Trade Zone	-	-	-	-	-	-	-
	00	44050	02	Fuel Flowage Fees	386,111	549,452	815,158	580,000	461,882	554,260	570,888
	00	44050	04	Aircraft Landing Fees	276,950	455,604	475,665	480,000	389,193	467,000	481,010
	00	44050	08	Administrative Service Fees	2,790	-	-	-	-	-	-
	00	44050	22	Airplane Parking Fees	3,110	4,854	23,226	6,000	5,650	3,000	4,000
	00	44050	16	Security Fees	30,613	7,775	8,248	11,000	13,173	12,000	13,000
	00	44050	18	Surcharges on Vendors	954,796	234,356	303,693	205,000	142,971	190,000	195,000
	00	44050	14	Ramp Use Fees	374	960	-	1,500	9,289	2,500	3,000
	00	40735	00	Proceeds from D-3 West	-	-	-	-	4,000,000	-	-
				TOTAL OPERATING REVENUE	\$ 1,902,825	\$ 1,515,136	\$ 1,965,217	\$ 1,690,500	\$ 5,315,103	\$ 2,490,760	\$ 3,724,758
				CAPITAL PROJECTS REVENUE:							
	00	40500	00	Grants/Federal	2,952,631	117,597	157,000	-	-	-	270,000
				FAA Grant (Environmental Apron 1)	-	-	-	-	-	-	-
				FAA Grant (Environmental Apron 2)	-	-	-	-	-	-	-
				Master Plan/PMP AIP 15 (761,726 MP/94,389 PMP)	-	-	-	235,000	135,192	621,115	-
				FAA Future Grants	-	-	-	-	-	-	1,800,000
				ARPA FAA Grant AIP 17 (Relief Grant 587,570 debt)	-	-	-	-	-	587,570	-
				TOTAL CAPITAL PROJECTS REVENUE	\$ 2,952,631	\$ 117,597	\$ 157,000	\$ 235,000	\$ 135,192	\$ 1,208,685	\$ 2,070,000
				TOTAL REVENUE	\$ 4,855,456	\$ 1,632,733	\$ 2,122,217	\$ 1,925,500	\$ 5,450,295	\$ 3,699,445	\$ 5,794,758
				EXPENSES							
				Personnel							
	10	50100	05	Salaries and Wages	233,762	362,150	465,262	430,000	359,810	508,250	508,548
	10	50100	10	Benefits	41,257	59,529	65,109	65,000	52,565	69,786	70,377
	10	50100	12	Post Employment Benefits	(10,822)	(1,583)	(2,271)	-	-	-	-
	10	50100	15	PERS Contributions	61,917	70,828	216,373	48,270	36,975	52,248	53,809
	10	50100	20	Medicare Tax	3,741	5,360	6,291	7,000	5,421	8,015	8,288
	10	50100	30	Workers Compensation Ins.	2,496	1,964	1,324	7,000	8,503	7,670	7,915
	10	50100	35	Employee Recruitment	1,149	-	-	-	-	-	-
	10	50100	99	Unfunded Accrued Liability	12,449	14,945	31,655	38,730	38,688	47,483	54,605
			Total	\$ 345,949	\$ 513,193	\$ 783,763	\$ 596,000	\$ 501,962	\$ 693,452	\$ 703,542	

Fund	Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
				Operations							
	10	50150	02	Mileage Reimbursement	697	626	-	1,300	-	1,500	1,700
	10	50150	06	Periodicals/Memberships	3,695	3,283	3,553	3,600	2,210	3,600	3,650
	10	50150	08	Education/Training (Seminars)	2,394	215	-	4,000	275	4,000	5,000
	10	50150	12	Travel	3,284	2,499	-	5,000	-	5,000	5,000
	10	50150	16	Office Supplies	2,030	909	1,371	1,500	401	1,500	1,500
	10	50150	18	Telephone & Internet Expense	6,539	14,708	16,375	12,000	13,849	16,000	17,000
	10	50150	20	Mobile Phones	1,626	1,823	2,005	2,500	1,579	2,500	2,500
	10	50150	24	Postage	540	73	329	50	-	50	100
	10	50150	26	General Liability Insurance	5,520	7,467	8,701	14,000	13,571	18,473	23,000
	10	50150	30	Printing - Outside	141	109	-	200	-	250	250
	10	50150	32	Office Equipment Leases	953	1,030	1,168	1,200	1,332	1,600	1,700
	10	50150	34	Office Equipment Maintenance	2,903	6,459	7,263	8,000	5,620	8,000	8,000
	10	50150	36	Advertisement	889	3,215	696	3,500	695	3,500	3,500
	10	50150	38	Production/Artwork	2,944	-	-	300	-	1,000	1,000
	10	50150	40	Promotional Activities	1,050	540	-	1,700	10	15,000	15,000
	10	50150	47	Office Rent	3,718	4,094	3,830	4,400	3,361	4,400	4,600
	10	50150	48	Office Utilities	5,668	6,543	7,503	8,000	6,353	8,000	8,000
	10	50150	50	Depreciation	687,488	778,603	778,698	-	-	778,698	778,698
	10	50715	00	Interest Expense	104,500	104,500	104,500	-	-	104,500	104,500
	10	50300	02	Furniture	621	-	-	-	-	-	-
	10	50300	05	General Aviation Facilities	-	-	-	280,000	-	-	-
	10	50300	01	Airport Vehicle Purchase	-	-	2,859	-	1,120	-	-
	10	50300	06	Computer Software and Hardware	1,996	2,153	1,019	4,500	1,979	7,000	7,000
				Total	\$ 839,196	\$ 938,649	\$ 939,870	\$ 355,750	\$ 52,355	\$ 984,571	\$ 991,698
				Professional Services							
	10	50200	02	General Legal Services (10%)	18,013	20,239	21,161	20,000	19,125	20,000	25,000
	10	50200	04	Special Legal Services	60,587	-	1,449	5,000	11,684	15,000	20,000
	10	50200	11	Environmental Review	2,464	-	-	10,000	-	15,000	15,000
	10	50200	14	Annual Audit	8,600	19,060	9,545	22,000	5,400	10,000	10,000
	10	50200	15	Financial Consulting	-	-	-	500	-	1,000	1,000
	10	50200	26	Aviation Planning	42,766	50,749	24,722	35,000	159,869	35,000	35,000
				Total	\$ 132,430	\$ 90,048	\$ 56,877	\$ 92,500	\$ 196,078	\$ 96,000	\$ 106,000

Fund	Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
				Facilities Management							
	20	51150	00	Fire & Casualty Insurance	5,600	7,502	9,500	11,000	16,091	26,837	29,000
	20	51155	00	Airside Liability Insurance	22,681	24,810	20,213	38,000	30,953	45,000	50,000
	20	51200	00	Building Maintenance	12,840	27,414	40,404	25,000	18,936	20,000	20,000
	20	51250	00	Grounds Maintenance	13,095	19,428	19,149	19,000	6,073	11,000	11,000
	20	51300	00	Equipment Maintenance	-	660	610	1,500	-	1,500	2,000
	20	51350	00	Utilities	18,522	16,486	19,247	19,000	9,260	14,000	16,000
	20	52150	00	Ramp Maintenance	22,018	-	1,688	6,000	49,320	10,000	10,000
	20	52175	00	Taxiway Maintenance	-	-	5,900	6,000	5,463	10,000	10,000
	20	52200	00	Obstruction Lighting	10,098	-	5,421	15,000	-	8,000	8,000
	20	52300	00	Airport Equip. Maintenance	12,785	12,570	-	8,500	-	2,000	2,000
	20	55005	00	Fuel Facility O & M	250	276,938	5,325	15,000	-	15,000	15,000
	20	54020	00	Vehicle Maintenance & Fuel	2,668	2,259	2,661	3,500	2,331	3,500	3,500
	20	55000	00	Environmental Fees	10,411	5,301	21,804	23,000	7,087	20,000	22,000
	20	55010	00	Airfield Maintenance	50,498	369	7,792	12,000	158	12,000	12,000
	20	55015	00	Air Force Payments (JUA)	98,696	123,531	157,562	135,000	95,841	135,000	137,000
				Total	\$ 280,162	\$ 517,268	\$ 317,276	\$ 337,500	\$ 241,513	\$ 333,837	\$ 347,500
				Improvements							
	23	56005	00	Traffic Signals	-	-	-	-	-	-	15,000
	23	56010	00	Signage	-	-	-	-	-	-	1,000
	23	56015	00	Lighting	-	-	-	-	-	-	15,000
	23	56020	00	Landscaping	-	-	-	-	-	-	400,000
	23	56025	00	Drainage	-	-	-	-	-	-	20,000
	23	56030	00	Street Sweeping	-	-	-	-	-	-	10,000
	23	56035	00	Graffiti Removal/Vandalism	-	-	-	-	-	-	5,000
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 486,000
				TOTAL OPERATING EXPENSES	\$ 1,597,737	\$ 2,059,358	\$ 2,097,786	\$ 1,381,750	\$ 991,908	\$ 2,107,860	\$ 2,614,740
				CAPITAL IMPROVEMENTS							
500	10	50300	12	FAA Grant (Environmental Apron 1)	-	-	-	-	-	-	300,000
				FAA Grant (Environmental Apron 2)	-	-	-	-	-	-	-
500	10	50300	30	Master Plan/PMP AIP 15 (761,726 MP/94,389 PMP)	-	-	-	235,000	135,192	621,115	-
500	10	50300	05	ARPA FAA Grant AIP 17 (Relief Grant 587,570 debt)	-	-	-	-	-	587,750	-
				FAA Future Grants	-	-	-	-	-	-	2,000,000
				TOTAL CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -	\$ 235,000	\$ 135,192	\$ 1,208,865	\$ 2,300,000
				OTHER FINANCING SOURCES							
500	00	48025	00	Transfers From the JPA	400,000	-	-	-	-	-	-
				TOTAL OTHER FINANCING SOURCES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				OTHER FINANCING USES							
500	10	50900	00	Loan from the March JPA (Totally Forgiven - No Payoff)	-	-	-	-	-	-	-
				TOTAL OTHER FINANCING USES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Fund	Dept	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
				Total Revenue	5,255,456	1,632,733	2,122,217	1,925,500	5,450,295	3,699,445	5,794,758
				Total Expenses	1,597,737	2,059,358	2,097,786	1,616,750	1,127,100	3,316,725	4,914,740
				Projected Net Revenue	\$ 3,657,719	\$ (426,625)	\$ 24,431	\$ 308,750	\$ 4,323,195	\$ 382,720	\$ 880,018
				NET POSITION:							
				Net Position, Unrestricted - Beginning			\$(2,568,668)	(1,801,890)		\$(1,493,140)	\$(331,722)
				Net Position, Net Investment in Capital Assets: change from Prior Year			\$ 742,347	-		\$ 778,698	\$ 1,078,698
				Projected Net Revenue			\$ 24,431	\$ 308,750		\$ 382,720	\$ 880,018
				PROJECTED ENDING NET POSITION, UNRESTRICTED			\$(1,801,890)	\$(1,493,140)	\$ -	\$(331,722)	\$ 1,626,994

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

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

Meeting Date: August 10, 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 INLAND PORT AIRPORT AUTHORITY**

***MIPAA Operations - Consent Calendar
Agenda Item No. 10 (2)***

Meeting Date: August 10, 2022

Action: **RETAIN ROGERS, ANDERSON, MALODY & SCOTT
FOR THE ANNUAL AUDIT**

Motion: Move to retain Rogers, Anderson, Malody & Scott for the annual audit.

Background:

At the May 8, 2019 March JPC meeting, the Commission approved retaining Rogers, Anderson, Malody & Scott (RAMS) for the 2018/2019 fiscal year audit with four one-year options to extend their contract for audit services within those subsequent years, subject to Commission approval. The Commission has approved two prior extensions for this contract. Staff is recommending the March JPC authorize a third extension of a one-year period to retain RAMS to perform the March Inland Port Airport Authority's (MIPAA) 2021/2022 audit.

The total cost for the audit of the MIPAA is \$8,270. This approval is for the audit of FY 2021/2022 only.

Attachments: 1) Proposed engagement letter for the March JPA and MIPAA annual audits from RAMS.

Attachment 1



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

June 9, 2022

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To the Board of Commissioners
March Joint Powers Authority
Riverside, California

PARTNERS

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*PCPS The AICPA Alliance
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The following represents our understanding of the services we will provide the March Joint Powers Authority, March Inland Port Airport Authority and March Joint Powers Utilities Authority (herein referred to as the Authority).

You have requested that we audit the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Authority as of June 30, 2022, and for the year then ended and the related notes, which collectively comprise the Authority basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.



This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. General and Major Fund Budgetary Comparison Schedules
3. Pension Related Schedules
4. OPEB Related Schedules
5. Budgetary Comparison Schedules

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, As part of an audit in accordance with GAAS in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority' ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;

- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit;
 - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Authority. However, we will provide advice and recommendations to assist management of the Authority in performing its responsibilities.

The Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We will perform the services in accordance with applicable professional standards. Our responsibilities and limitations of the nonattest services are as follows:

- Financial statement preparation

Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the Authority's basic financial statements. Our report will be addressed to the Board of Commissioners. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report on the March Inland Port Airport Authority and the March Joint Powers Utilities Authority upon completion of our audit of their basic financial statements. We will also issue a written report on the agreed upon procedures over the golf course.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

If it is determined a Single Audit is needed subsequent to this engagement letter, we will provide the Authority with another engagement letter covering the terms and conditions related to a Single Audit and the Uniform Guidance.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Provisions of Engagement Administration, Timing, and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Scott Manno, CPA, CGMA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Rogers, Anderson, Malody & Scott, LLP's (RAMS) services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees will be as follows: March Joint Powers Authority \$29,800; March Inland Port Airport Authority \$8,270; March Joint Powers Utilities Authority \$5,020; single audit (one major program) \$4,920. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Authority's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Our fee for this engagement assumes the following: the Authority will be adequately prepared for the audit and the Authority's financial operations and working trial balance will be consistent from year to year. If, after we receive the working trial balances, we notice there are excessive new accounts over the prior year; or if there are excessive subsequent journal entries; prepared by client workpapers that do not agree to the working trial balances, there are new funds/functions within the Authority, or other changes that necessitate a significant amount of time to address, we will need to come to an agreed upon change order to address any possible additional costs incurred by the firm. If the need for additional work does come to our attention, we will immediately notify Authority staff. If you choose to have us perform the additional work, then such work will be performed at the same hourly rates applicable to the audit work and set forth in an addendum to the contract between the Authority and our firm.

Management is also responsible for the implementation of new standards issued by the Governmental Accounting Standards Board. We will provide reasonable assistance in the preparation of the items noted herein, but any significant time needed to complete the financial statements will be billed separately.

Our proposed fee is also dependent on all items requested being completed in the format requested or in a mutually agreed upon format and uploaded to the Engagement Organizer hosted by our firm in a timely manner in accordance with the agreed-upon audit timeline.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report. Upon expiration of this period, we will be free to destroy our records related to the engagement. However, we do not keep original client documents, so we will return those as they are used during each engagement. It is management's responsibility to retain and protect the records for possible future use, including examination by regulators and federal agencies.

We require that a copy of the final trial balance (i.e., a trial balance ready to audit) be delivered to us at least 10 business days prior to the start of the audit, otherwise we may reschedule the start of the audit.

At the conclusion of our audit engagement, we will communicate to the Board of Commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of RAMS and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators, federal agencies, and to the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Rogers, Anderson, Malody & Scott, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Non-solicit Clause

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for RAMS, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

International Alliance Membership

RAMS is an independent member firm of Alliot Global Alliance, which is an international alliance of independent accounting, law, and specialist firms. Alliot Global Alliance and its member firms are legally distinct and separate entities. These entities are not and shall not be construed to be in the relationship of a parent firm, subsidiary, partner, joint venture, agent, or a network. No Alliot Global Alliance member firm has any authority (actual, apparent, implied, or otherwise) to obligate or bind Alliot Global Alliance or any other Alliot Global Alliance member firm in any manner whatsoever. Equally, neither Alliot Global Alliance nor any other member firm has any authority to obligate or bind RAMS or any other member firm. All Alliot Global Alliance members are independent firms, and as such, they each render their services entirely on their own account (including benefit and risk). In connection with the engagement contemplated by this letter or any other services from time to time provided by RAMS, RAMS may seek advice from or may recommend the retention of an Alliot Global Alliance member firm. Alliot Global Alliance and its other member firms shall have no liability for advice rendered by RAMS or such consulted or retained Alliot Global Alliance member firm. Nor shall RAMS have liability for advice rendered by any of the other Alliot Global Alliance member firms, even if consulted or recommended to you by RAMS.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. Keep a copy for your records.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

ROGERS, ANDERSON, MALODY & SCOTT, LLP



Scott Manno, CPA, CGMA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of March Joint Powers Authority by:

Name: _____

Title: _____

Date: _____

Grant Bennett Associates

A PROFESSIONAL CORPORATION

Report on the Firm's System of Quality Control

June 4, 2021

To the Partners of Rogers, Anderson, Malody & Scott, LLP, and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.

Grant Bennett Associates

GRANT BENNETT ASSOCIATES
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CERTIFIED PUBLIC ACCOUNTANTS. SINCE 1948

June 9, 2022

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To the Board of Commissioners
March Joint Powers Authority
Riverside, California

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California Society of
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This letter is provided in connection with our engagement to audit the financial statements of the March Joint Powers Authority (the Authority) as of and for the year ended June 30, 2022. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated June 9, 2022, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America, and in accordance with *Government Auditing Standards* for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

Our responsibility for the required supplementary information included in the document containing the audited financial statements and our report thereon includes only the information identified in our report. We have no responsibility for determining whether the required supplementary information is properly stated.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.



Board of Commissioners
March Joint Powers Authority

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Certain significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although we are currently in the planning stage of our audit, the following presumptive significant risks are applicable to our audit and require special audit considerations:

- *Management's override of internal controls over financial reporting:* Auditors must consider and respond to the risk of management override of internal controls, which is the intervention by management in handling financial information and making decisions contrary to internal control policy.
- *Revenue recognition:* Auditors must consider and respond to the risk of management subversion of generally accepted accounting principles in determining how and when revenue is recognized.

We expect to begin our audit on approximately June 27, 2022. Scott Manno, CPA, CGMA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the Board of Commissioners and management of the Authority and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

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

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

Meeting Date: August 10, 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

MARCH JOINT POWERS COMMISSION
MARCH JOINT POWERS UTILITIES AUTHORITY

MJPUA - Consent Calendar
Agenda Item No. 11 (2)

Meeting Date: August 10, 2022

Action: **RETAIN ROGERS, ANDERSON, MALODY & SCOTT**
FOR THE ANNUAL AUDIT

Motion: Move to retain Rogers, Anderson, Malody & Scott for the annual audit.

Background:

At the May 8, 2019 March JPC meeting, the Commission approved retaining Rogers, Anderson, Malody & Scott (RAMS) for the 2018/2019 fiscal year audit with four one-year options to extend their contract for audit services within those subsequent years, subject to Commission approval. The Commission has approved two prior extensions for this contract. Staff is recommending the March JPC authorize an extension authorize a third extension of a one-year period to retain RAMS to perform the March Joint Powers Utility Authority's (MJPUA) 2021/2022 audit. This extension will allow MJPA staff time to solicit bids on the FY 2022/23 audit proposal and provide more time in the review and selection process.

The total cost for the audit of the MJPUA is \$5,020. This approval is for the audit of FY 2021/2022 only.

Attachments: 1) Proposed engagement letter for the MJPUA annual audits from RAMS.

Attachment 1



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

June 9, 2022

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To the Board of Commissioners
March Joint Powers Authority
Riverside, California

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You have requested that we audit the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Authority as of June 30, 2022, and for the year then ended and the related notes, which collectively comprise the Authority basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.



This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. General and Major Fund Budgetary Comparison Schedules
3. Pension Related Schedules
4. OPEB Related Schedules
5. Budgetary Comparison Schedules

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, As part of an audit in accordance with GAAS in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority' ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;

- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit;
 - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Authority. However, we will provide advice and recommendations to assist management of the Authority in performing its responsibilities.

The Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We will perform the services in accordance with applicable professional standards. Our responsibilities and limitations of the nonattest services are as follows:

- Financial statement preparation

Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the Authority's basic financial statements. Our report will be addressed to the Board of Commissioners. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report on the March Inland Port Airport Authority and the March Joint Powers Utilities Authority upon completion of our audit of their basic financial statements. We will also issue a written report on the agreed upon procedures over the golf course.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

If it is determined a Single Audit is needed subsequent to this engagement letter, we will provide the Authority with another engagement letter covering the terms and conditions related to a Single Audit and the Uniform Guidance.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Provisions of Engagement Administration, Timing, and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Scott Manno, CPA, CGMA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Rogers, Anderson, Malody & Scott, LLP's (RAMS) services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees will be as follows: March Joint Powers Authority \$29,800; March Inland Port Airport Authority \$8,270; March Joint Powers Utilities Authority \$5,020; single audit (one major program) \$4,920. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Authority's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Our fee for this engagement assumes the following: the Authority will be adequately prepared for the audit and the Authority's financial operations and working trial balance will be consistent from year to year. If, after we receive the working trial balances, we notice there are excessive new accounts over the prior year; or if there are excessive subsequent journal entries; prepared by client workpapers that do not agree to the working trial balances, there are new funds/functions within the Authority, or other changes that necessitate a significant amount of time to address, we will need to come to an agreed upon change order to address any possible additional costs incurred by the firm. If the need for additional work does come to our attention, we will immediately notify Authority staff. If you choose to have us perform the additional work, then such work will be performed at the same hourly rates applicable to the audit work and set forth in an addendum to the contract between the Authority and our firm.

Management is also responsible for the implementation of new standards issued by the Governmental Accounting Standards Board. We will provide reasonable assistance in the preparation of the items noted herein, but any significant time needed to complete the financial statements will be billed separately.

Our proposed fee is also dependent on all items requested being completed in the format requested or in a mutually agreed upon format and uploaded to the Engagement Organizer hosted by our firm in a timely manner in accordance with the agree-upon audit timeline.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report. Upon expiration of this period, we will be free to destroy our records related to the engagement. However, we do not keep original client documents, so we will return those as they are used during each engagement. It is management's responsibility to retain and protect the records for possible future use, including examination by regulators and federal agencies.

We require that a copy of the final trial balance (i.e., a trial balance ready to audit) be delivered to us at least 10 business days prior to the start of the audit, otherwise we may reschedule the start of the audit.

At the conclusion of our audit engagement, we will communicate to the Board of Commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of RAMS and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators, federal agencies, and to the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Rogers, Anderson, Malody & Scott, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Non-solicit Clause

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for RAMS, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

International Alliance Membership

RAMS is an independent member firm of Alliot Global Alliance, which is an international alliance of independent accounting, law, and specialist firms. Alliot Global Alliance and its member firms are legally distinct and separate entities. These entities are not and shall not be construed to be in the relationship of a parent firm, subsidiary, partner, joint venture, agent, or a network. No Alliot Global Alliance member firm has any authority (actual, apparent, implied, or otherwise) to obligate or bind Alliot Global Alliance or any other Alliot Global Alliance member firm in any manner whatsoever. Equally, neither Alliot Global Alliance nor any other member firm has any authority to obligate or bind RAMS or any other member firm. All Alliot Global Alliance members are independent firms, and as such, they each render their services entirely on their own account (including benefit and risk). In connection with the engagement contemplated by this letter or any other services from time to time provided by RAMS, RAMS may seek advice from or may recommend the retention of an Alliot Global Alliance member firm. Alliot Global Alliance and its other member firms shall have no liability for advice rendered by RAMS or such consulted or retained Alliot Global Alliance member firm. Nor shall RAMS have liability for advice rendered by any of the other Alliot Global Alliance member firms, even if consulted or recommended to you by RAMS.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. Keep a copy for your records.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

ROGERS, ANDERSON, MALODY & SCOTT, LLP



Scott Manno, CPA, CGMA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of March Joint Powers Authority by:

Name: _____

Title: _____

Date: _____

Grant Bennett Associates

A PROFESSIONAL CORPORATION

Report on the Firm's System of Quality Control

June 4, 2021

To the Partners of Rogers, Anderson, Malody & Scott, LLP, and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.



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ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS. SINCE 1948

June 9, 2022

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To the Board of Commissioners
March Joint Powers Authority
Riverside, California

PARTNERS

Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradford A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST
Brenda L. Odle, CPA, MST (Partner Emeritus)

MANAGERS / STAFF

Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA, CGMA
Seong-Hyea Lee, CPA, MBA
Evelyn Morentin-Barcena, CPA
Veronica Hernandez, CPA
Laura Arvizu, CPA
Xinlu Zoe Zhang, CPA, MSA
John Maldonado, CPA, MSA
Thao Le, CPA, MBA
Julia Rodriguez Fuentes, CPA, MSA
Demi Hite, CPA

MEMBERS

American Institute of
Certified Public Accountants

*PCPS The AICPA Alliance
for CPA Firms*

*Governmental Audit
Quality Center*

*Employee Benefit Plan
Audit Quality Center*

California Society of
Certified Public Accountants

This letter is provided in connection with our engagement to audit the financial statements of the March Joint Powers Authority (the Authority) as of and for the year ended June 30, 2022. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated June 9, 2022, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America, and in accordance with *Government Auditing Standards* for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

Our responsibility for the required supplementary information included in the document containing the audited financial statements and our report thereon includes only the information identified in our report. We have no responsibility for determining whether the required supplementary information is properly stated.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.



Board of Commissioners
March Joint Powers Authority

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Certain significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although we are currently in the planning stage of our audit, the following presumptive significant risks are applicable to our audit and require special audit considerations:

- *Management's override of internal controls over financial reporting:* Auditors must consider and respond to the risk of management override of internal controls, which is the intervention by management in handling financial information and making decisions contrary to internal control policy.
- *Revenue recognition:* Auditors must consider and respond to the risk of management subversion of generally accepted accounting principles in determining how and when revenue is recognized.

We expect to begin our audit on approximately June 27, 2022. Scott Manno, CPA, CGMA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the Board of Commissioners and management of the Authority and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

MARCH JOINT POWERS COMMISSION
MARCH JOINT POWERS UTILITIES AUTHORITY

MJPUA - Reports, Discussions and Action Items
Agenda Item No. 12 (1)

Meeting Date: August 10, 2022

Report: **CONSIDER RECOMMENDED FY 2022/23 AND FY 2023/24 BUDGETS FOR THE MARCH JOINT POWERS UTILITY AUTHORITY, AND DIRECT STAFF TO PLACE BUDGET RESOLUTIONS FOR ADOPTION ON A FUTURE COMMISSION AGENDA**

Motion: Consider recommended FY 2022/23 and FY 2023/24 budgets for the March Joint Powers Utility Authority, and direct staff to place budget resolutions for adoption on a future commission agenda.

On August 3, 2022, the Finance Subcommittee convened to review the recommended FY 2022/23 and FY 2023/24 budgets for the March Joint Powers Utility Authority. The Subcommittee recommended that the following budget be scheduled for Commission consideration.

March JPA UTILITY AUTHORITY

2021-2022 PERFORMANCE MEASURES

	<u>Measure</u>	<u>Status</u>
1	Manage costs for providing service to customers	Not met

BUDGET CHANGES AND OPERATIONAL IMPACTS

While MJPUA revenues experienced slight increases over the past three years, the utility continues to reflect a negative net position in its revenues. The cost of gas commodity increased by \$17,000, however maintenance costs have dropped slightly.

GOALS FOR 2022-2024

The March Joint Powers Commission directed staff to dissolve the March JPA Utility Authority in 2022. Staff is currently in discussions with Sempra Utilities regarding expanding their backbone infrastructure into the Northeast corner to allow SoCal Gas to take over services for individual customers south of Cactus Avenue and west of Heacock Street.

REVENUES & EXPENSES

Description	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
REVENUE					
GAS COMMODITY	172,337	165,000	171,240	175,000	180,000
GAS OPERATION & MAINTENANCE FEES	38,241	31,000	34,269	38,000	38,000
Revenue Total	\$ 210,578	\$ 196,000	\$ 205,509	\$ 213,000	\$ 218,000
EXPENSES					
General Legal Services (2%)	3,620	3,700	2,838	-	-
Annual Audit	5,880	5,800	3,000	5,500	5,500
ADMINISTRATIVE	\$ 9,500	\$ 9,500	\$ 5,838	\$ 5,500	\$ 5,500
FACILITIES MGMT DEPT					
Gas Commodity Expense	184,000	165,000	161,485	175,000	180,000
Gas Operation and Maintenance	51,211	40,000	15,828	25,000	25,000
FACILITIES MGMT DEPT	\$ 235,211	\$ 205,000	\$ 177,313	\$ 200,000	\$ 205,000
Total Revenue	210,578	196,000	205,509	213,000	218,000
Total Expenses	244,711	214,500	183,151	205,500	210,500
Projected Net Revenue	\$ (34,133)	\$ (18,500)	\$ 22,358	\$ 7,500	\$ 7,500
Net Position, Unrestricted - Beginning	(222,244)	(256,377)		(274,877)	(267,377)
Projected Net Revenue	\$ (34,133)	\$ (18,500)		\$ 7,500	\$ 7,500
PROJECTED ENDING NET POSITION, UNRESTRICTED	\$ (256,377)	\$ (274,877)	\$ -	\$ (267,377)	\$ (259,877)

MARCH JOINT POWERS UTILITY AUTHORITY
PROPOSED TWO YEAR BUDGET FOR FISCAL YEARS 2022/2023 & 2023/2024

Fund	Acct	Sub Acct	Description	Audited 2018-2019 Actual	Audited 2019-2020 Actual	Audited 2020-2021 Actual	Current 2021-2022 Budget	Actual 4/30/2022	Proposed 2022-2023 Budget	Proposed 2023-2024 Budget
600			MARCH JPA UTILITY AUTHORITY FUND							
			REVENUE							
	00	40620	GAS COMMODITY	165,580	155,044	172,337	165,000	171,240	175,000	180,000
	00	40625	GAS OPERATION & MAINTENANCE FEES	33,104	31,212	38,241	31,000	34,269	38,000	38,000
			Revenue Total	\$ 198,684	\$ 186,256	\$ 210,578	\$ 196,000	\$ 205,509	\$ 213,000	\$ 218,000
			EXPENSE							
			Administrative							
	10	50200	General Legal Services (2%)	3,574	3,920	3,620	3,700	2,838	5,500	5,500
	10	50200	Annual Audit	5,300	3,816	5,880	5,800	3,000	5,500	5,500
			Total	\$ 8,874	\$ 7,736	\$ 9,500	\$ 9,500	\$ 5,838	\$ 5,500	\$ 5,500
			ADMINISTRATIVE							
			FACILITIES MGMT DEPT							
	20	51350	Gas Commodity Expense	158,514	165,311	184,000	165,000	161,485	175,000	180,000
	20	51360	Gas Operation and Maintenance	44,386	49,080	51,211	40,000	15,828	25,000	25,000
			Total	\$ 202,900	\$ 214,391	\$ 235,211	\$ 205,000	\$ 177,313	\$ 200,000	\$ 205,000
			Total Revenue	198,684	186,256	210,578	196,000	205,509	213,000	218,000
			Total Expenses	211,774	222,127	244,711	214,500	183,151	205,500	210,500
			Projected Net Revenue	\$ (13,090)	\$ (35,871)	\$ (34,133)	\$ (18,500)	\$ 22,358	\$ 7,500	\$ 7,500
			NET POSITION:							
			Net Position, Unrestricted - Beginning			(222,244)	(256,377)		(274,877)	(267,377)
			Projected Net Revenue			\$ (34,133)	\$ (18,500)		\$ 7,500	\$ 7,500
			PROJECTED ENDING NET POSITION, UNRESTRICTED			\$ (256,377)	\$ (274,877)		\$ (267,377)	\$ (269,877)

**FUND 600 MARCH JOINT POWERS UTILITY AUTHORITY –
BUDGET NOTES**

Revenues:

- 600-00-40620-00 Gas Commodity**
This is the primary revenue source for the Utility Authority. The Gas Commodity revenue is a recoup for the charges that Southern California Gas charges for natural gas billed to customers.
- 600-00-40625-00 Gas Operation & Maintenance Fees**
Similar to Gas Commodity this revenue source is also a recoup for the charges that the Utility Authority occurs for operation and maintenance for natural gas billed to customers.

Expenses:

- 600-10-50200-02 General Legal Services**
This account reflects general legal services provided by Best, Best & Krieger, LLP. Effective FY 22-23 and thereafter this cost is reallocated to the General Fund.
- 600-10-50200-14 Annual Audit**
This account reflects the Utility Authority's portion of the required annual audit of a utility.
- 600-20-51350-00 Gas Commodity Expense**
This account reflects Southern California Gas charges for monthly gas used.
- 600-20-51360-00 Gas Operations and Maintenance**
This account reflects gas operation and maintenance. The primary charges in this account are for MDR Utility Location Specialist, Inc. monthly services which amounted to \$41,451 in FY 18-19, which is 93% of the total expenses in the account; \$46,691 in FY 19-20, which is 95% of the total expenses in the account; \$49,048 in FY 20-21, which is 96% of the total expenses in the account. The actuals through April 30, 2022, reflect only 4 payments for MDR Utility Location Specialist, Inc. services in FY 21-22 totaling \$13,947, which is 88% of the total expenses in the account.
- 600-00-20150-02 Loan from the JPA**
The Utility Authority receives temporary cash advances from the JPA to fund administrative costs until development of the Utility Authority reaches a point that it is self-sustaining. There is no stipulated due date on the advances. The \$450,000 advance is made up of FY 20-21 advance of \$150,000 and the remaining \$300,000 is made up of several advances from previous years. On June 15, 2021, the March JPA forgave all interest on the advances and waived any future interest earned on the advances. The JPA has cash advanced the Utility Authority loans dating back to 10/31/2003. Total loaned to date was \$650,000. In FY 2012-2013 a \$200,000 payment was made to the JPA General Fund. That

payment paid for the following loans – Loan issued 10/31/2003 for \$38,500; 06/25/2004 for \$61,500; 12/30/2004 for \$50,000; and 3/8/2005 for \$50,000. As of 6/30/22 there are 5 advances remaining that make up the \$450,000 balance.