

MARCH JOINT POWERS AUTHORITY



REMOTE ATTENDEES

IF YOU WOULD LIKE REMOTE ACCESS TO VIEW THE MEETING, PLEASE EMAIL THE CLERK AT CLERK@MARCHJPA.COM BY 11:00 A.M. ON APRIL 12, 2023, AND WE WILL PROVIDE REMOTE ACCESS INSTRUCTIONS.

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

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

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

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

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

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

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

To Join March Joint Powers Authority Commission Meeting Via Zoom:

Meeting ID: 657 384 1741 Password: 14205

One tap mobile (from mobile or electronic device)

+16699006833,,6573841741# US (San Jose)

+13462487799,,6573841741# US (Houston)

Join by SIP, 6573841741@zoomcrc.com 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, April 12, 2023 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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Join by SIP, 6573841741@zoomerc.com Join by H.323, 162.255.37.11 (US West), 162.255.36.11 (US East)

This Notice was posted on April 6, 2023 at the following locations:

Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518

On April 6, 2023, 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
Former March Joint Powers Redevelopment Agency
City of Moreno Valley • City of Riverside • City of Perris • Riverside County
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March Joint Powers Commission
of the
March Joint Powers Utilities Authority
City of Moreno Valley • City of Riverside • City of Perris

April 12, 2023 - 3:00 PM

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

Or attendees may also participate via Zoom or telephonically via Zoom.

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ALL MEETINGS ARE OPEN TO THE PUBLIC

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

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

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

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

Wednesday, April 12, 2023 - 3:00 PM

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

To join the meeting virtually please use the following:

Zoom Login Information:

Meeting ID: 657 384 1741 Password: 14205

From mobile or electronic device:

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Join by SIP, 6573841741@zoomcrc.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 Special Meeting held on March 13, 2023 and March 15, 2023 - Page 9**
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) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities – Page 15
 - 2) Report: Update on Planning Activities – Page 20
 - 3) Action: Receive and file Financial Status Reports – Page 26
 - 4) Action: Approve February 2023 Financial Disbursements – Page 50
 - 5) Action: Approve a Usage Driven Site within FTZ #244 for Coulomb Solutions, Inc. – Page 58
 - 6) Action: Approve a Usage Driven Site within FTZ #244 for Keeco, Inc. – Page 59
 - 7) Action: Approve a Usage Driven Site within FTZ #244 for Delta Children’s Product Corp. – Page 60
 - 8) Action: Approve a Revised Exclusive Negotiating Agreement between the March Joint Powers Authority and the California Military Department for the former Naval Operational Support Center (NOSC) building at 23570 Z Street, Riverside CA 92518 – Page 61
 - 9) Action: Approve an amended and restated agreement (fourth amendment) for governmental municipal services and distribution of certain revenues between the County of Riverside and the March Joint Powers Authority and authorize the Executive Director to execute the Agreement– Page 84
 - 10) Action: Approve Grants of Easement to the Western Municipal Water District for Water, Sewer and Fire Service Facilities for operation and maintenance associated with Veterans Industrial Park 215 Project and authorize the Executive Director to execute related documents – Page 94
 - 11) Action: Approve a Professional Services Agreement with Seyfarth Shaw LLP for special legal services and authorize the Executive Director to execute the agreement - Page 138
9. **MJPA - Reports, Discussions and Action Items**
 - 1) Report: Receive and file presentation by Mission Support Group Commander, Col Alan Wieman - Page 162
Rodney McCraine, Deputy Director
 - 2) Report: Receive and file Technical Advisory Committee Meeting report - Page 165
Tisa Rodriguez, TAC Chair
 - 3) Action: Approve, pursuant to the March LifeCare Campus Specific Plan Program EIR and findings under the State CEQA Guidelines section 15162, the Fourth Amendment to the March LifeCare Campus Disposition and Development Agreement, authorize the Executive Director to execute the Amendment and direct staff to file a Notice of Determination - Page 166
Dr. Grace Martin, Executive Director
 - 4) Action: Consider the continued use of teleconferencing platforms during Brown Act public meetings - Page 181
Dr. Grace Martin, Executive Director

10. Consent Calendar

MIPAA – Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities – Page 182
- 2) Report: Receive and file Financial Status Reports – Page 187
- 3) Action: Approve February 2023 Financial Disbursements – Page 192

11. Consent Calendar

MJPUA – Operations

- 1) Report: Receive and file Financial Status Reports – Page 194
- 2) Action: Approve February 2023 Financial Disbursements – Page 198

12. Commission Members Oral Reports/Announcements

13. Staff Oral Reports/Announcements

14. Calendaring of Future Agenda Items

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

15. Adjournment

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 5:00 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: April 6, 2023

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

JPC Special Meeting Minutes

March 13, 2023

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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City of Moreno Valley • City of Riverside • City of Perris • County of Riverside
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Monday, March 13, 2023 - 1:00 P.M.

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

SPECIAL MEETING MINUTES

1. Call to Order

Chair Conder called the meeting to order at 1:00 p.m.

2. Roll Call

Present: Jeffries, Perry, Vargas, Rogers, Conder

Absent: Delgado, Gutierrez, Cabrera

Due to lack of quorum, Chair Conder adjourned the meeting at 1:02 p.m.

3. Invocation

4. Pledge of Allegiance

5. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.

6. 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.

7. Closed Session

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO
GOVERNMENT CODE SECTION 54956.8**

Property: APN: 316-211-014
Agency Negotiator: Dr. Grace Martin, Executive Director
Negotiating Parties: Lawrence Family Trust
Under Negotiation: Price and Terms

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Gov. Code Section 54956.9(d)(4): one case

8. Adjournment

Due to lack of quorum, the meeting adjourned at 1:02 p.m.

Meeting Schedule

March Joint Powers Commission Meeting	March 22, 2023 – 3:00 p.m.
March Joint Powers Commission Meeting	April 12, 2023 – 3:00 p.m.
March Joint Powers Commission Meeting	May 24, 2023 – 6:30 p.m.

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

JPC Special Meeting Minutes

March 15, 2023

THE MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS AUTHORITY
and the
MARCH INLAND PORT AIRPORT AUTHORITY
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SUCCESSOR AGENCY - MARCH JOINT POWERS AUTHORITY
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City of Moreno Valley • City of Riverside • City of Perris • County of Riverside
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Wednesday, March 15, 2023 - 1:00 P.M.

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

SPECIAL MEETING MINUTES

1. Call to Order

Chair Conder called the meeting to order at 1:02 p.m.

2. Roll Call

Present: Jeffries, Perry, Vargas, Rogers, Gutierrez, Conder

Absent: Delgado, Cabrera

Chair Conder deferred to Legal Counsel.

Legal Counsel Thomas Rice stated once again we do not have a quorum because there are no members from the member agency, city of Moreno Valley present. We have had two successive meetings without a member from Moreno Valley present. If a member from Moreno Valley is again not present at tomorrow's Special Meeting, we will continue without them.

Due to lack of quorum, Chair Conder adjourned the meeting at 1:03 p.m.

3. Invocation

4. Pledge of Allegiance

5. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.

6. 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.

7. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: APN: 316-211-014
Agency Negotiator: Dr. Grace Martin, Executive Director
Negotiating Parties: Lawrence Family Trust
Under Negotiation: Price and Terms

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Gov. Code Section 54956.9(d)(4): one case

8. Adjournment

Due to lack of quorum, the meeting adjourned at 1:03 p.m.

Meeting Schedule

March Joint Powers Commission Meeting	March 22, 2023 – 3:00 p.m.
March Joint Powers Commission Meeting	April 12, 2023 – 3:00 p.m.
March Joint Powers Commission Meeting	May 24, 2023 – 6:30 p.m.

**March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
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: April 12, 2023

Report: **UPDATE ON JPC ACTIONS, LEGISLATION, PROPERTY TRANSFERS AND STAFF ACTIVITIES**

Motion: Move to receive and file the report or take other actions as deemed appropriate by the Commission.

Background:

This report is an update of staff activities since the last March Joint Powers Commission (Commission) meeting. The report is not all-inclusive of staff work. It provides a summary of some activities relating to previous actions or direction by the Commission. **New information is noted in bold.**

Utilities

Natural Gas: The natural gas distribution system was transferred to the March JPUA in December 2004. The March JPUA staff conducts the meter reading and billing functions. The Capacity Survey completed by the Gas Company identified that adequate capacity exists to serve the Army Reserve and CalFire's planned construction. However, the distribution system will be nearing its maximum capacity during the cold weather season. The Medical Campus development will address the backbone infrastructure upgrades needed for the MJPA Northeast Corner, and would also support our Green Acres housing, for the MJPA. Federal funding for gas line improvements will continue to be requested as part of the MJPA's legislative agenda. At the Commission's request, staff researched an alternative to natural gas in Green Acres by analyzing the feasibility of converting the housing units to electric and installing solar to power the homes. That cost was prohibitive to the JPA to pursue and with the historic nature of the homes solar panels were not an option. Staff will continue to seek funding through grant opportunities. March JPA staff met with Sempra Utilities (SoCal Gas) in October to discuss potential plans for sunseting and dissolving the Utilities Authority and ceasing gas services to existing Northeast corner customers; however, as part of dissolving the March JPUA we need a reliable company that can provide natural gas services to our customers. SoCal Gas staff expressed an interest in this transition but requested that MJPA issue a letter memorializing its plans to dissolve its Utilities Authority in the future. On November 24, 2021, the MJPUA approved a Letter of Intent (LOI) to dissolve the MJPUA and cease natural gas services within the JPA Planning Area. The LOI was then sent to the SoCal Gas Company. On December 14, 2021, SoCal Gas and MJPA staff discussed next steps to transitioning MJPUA customers to SoCal Gas by December of 2022. A formal resolution with a transition plan will be presented to the MJPUA Commission in the future for consideration.

Northeast Corner

March Healthcare Development (MHD): The March Joint Powers Planning Commission recommended approval of the Specific Plan and EIR at their November 4, 2009 Public Hearing. The March Joint Powers Commission (JPC) approved the Specific Plan and certified the EIR at the Public Hearing held November 18, 2009. The Disposition and Development Agreement (DDA) and associated resolutions were approved by the JPC on April 7, 2010. The first building was demolished on July 27, 2010. Approximately 22 structures have been demolished by MHD to date. The concrete and asphalt from the demolition have been consolidated into one stockpile to be recycled. Six additional buildings have been demolished by the JPA using EDA grant funds. Due to the Moreno Valley litigation, and in accordance with the DDA, the Developer notified the JPA that all timelines for MHD's performance under the DDA are suspended effective May 28, 2013, and will not re-commence until the lawsuit is fully and finally dismissed or resolved in a manner which does not interfere with MHD's or the JPA's ability to perform under the DDA. The Notice of Settlement and Abandonment of Appeal were officially filed with the court August 8, 2014. New performance timelines were established based on the 437 day force majeure. The first parcel sale closed on April 6, 2015. The remaining EDA grant funds were used to demolish several additional buildings on the northeast corner. This demolition project is now complete. 2/16/16: March JPA received a plot plan application for the Signature Health project on about 7.5 acres at the northwest corner of N Street and 6th Street. 3/24/16: March JPA Staff was informed that water backbone infrastructure plans are near completion and final approval by WMWD. 10/12/16: WMWD issued a Notice to Proceed to MHD to construct the south loop water infrastructure improvements. The waterline project has been completed and energized. 04/12/17: March JPC approved the Second Amendment to the Disposition and Development Agreement. The Amendment was also approved by the Oversight Board on 04/27/17 and was forwarded to the California Department of Finance (DOF) for consideration on May 2, 2017. On May 5, 2017, DOF notified March JPA that it will be reviewing the Oversight Board action. By statute, DOF has 40 days to review the action. On June 14, 2017, DOF disallowed the Oversight Board's approval of the Second Amendment to the DDA. On July 26, 2017, the Commission approved a Force Majeure extending certain performance criteria in the Disposition and Development Agreement. On September 26, 2018, the Commission approved the 2nd Amendment to the Disposition and Development Agreement. On September 28, 2021, the JPA rejected a Force Majeure filed by March1 on September 20th, claiming impacts to the construction schedule due to delays by WMWD. However, on October 12, 2021, WMWD issued a stop work notice for the pressure reducing valve (PRV) that is associated with Phase D-1 of the Lifecare project which could impact the timing of the project. WMWD indicated that the reason for the stop work notice is because they recently received a federal grant from the Department of Defense to increase water capacity for the Base, and because the PRV is connected to that water capacity increase the DOD is requiring WMWD to complete a NEPA study to receive grant funds. Construction of the PRV cannot commence until the NEPA study is completed according to the DOD. MIPA staff is working with WMWD staff to address impacts to MIPA and the Lifecare project. On October 29, 2021 March1 submitted another Force Majeure reiterating impacts to construction due to delays by WMWD. MIPA rejected the second Force Majeure with further direction on next steps for discussions. Since October of 2021, MIPA staff and March1, LLC negotiated terms for a Third Amendment to the March LifeCare Campus Disposition and Development Agreement On January 26th, the Commission approved a Third Amendment to the March LifeCare project DDA. The Amendment established an extension of eight months on Phase 1 infrastructure improvements, giving the master developer until September of 2022 to complete agreed upon improvements. In late December 2021, March1 provided March JPA Staff with a project description, conceptual site plan and

building elevations for a proposed Continuing Care Retirement Community (“CCRC”) to provide a continuum of care services for elderly seniors. On January 13, 2022, March JPA Staff held a Pre-Application Meeting for the proposed CCRC. March1 presented the proposed project to March JPA Staff/departments, outside agencies/utility companies and representatives from our member jurisdictions. The meeting was held so that March1 could obtain feedback/information prior to a formal application submittal which would require the vetting of an actual user prior to any entitlements. A formal submittal of plans has not yet been completed. The following matrix represents the status of required DDA-Third Amendment improvements, as of December 26, 2022.

	TASK	DUE DATE – per 3 rd Amendment of DDA	STATUS
1	PRV Facility	6 months from Notice to Proceed date	WMWD has completed the required NEPA study for a DOD grant received for the project. A Notice To Proceed was issued on October 11, 2022 with a completion deadline of April 11, 2023. Construction has not yet started. On December 26, 2022, March1 submitted a letter to MIPA requesting a 4th amendment to their DDA modifying language to allow for additional time to complete the PRV facility. The request will be reviewed against the terms of the Agreement. The April 11, 2023, deadline remains. A fourth amendment will be considered by Commission at the April 12th JPC meeting to allow an extension of time on the PRV and a new milestone based on deliverables.
2	Landscape Improvements – Riverside Drive	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
3	Backbone water infrastructure (per Amended Exhibit D-1) – (i) Riverside Drive and Meyer Drive 24” pipeline; (ii) 12” pipeline along Riverside Drive; (iii) 12” pipeline along N Street; (iv) 12” pipeline along 6 th Street, and subject to Authority Engineer approval.	No later than July 30, 2022	This task has been completed and requirement is satisfied.
4	Slurry seal and restripe existing pavement on roadway sections reflected on Amended Exhibit D-1, and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
5	Structural grind and overlay with restripe on those roadway sections on Amended Exhibit D-1 – min. 0.15 ft . grind and AC overlay, and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.

6	Correction of road cross-slopes to match County standards and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
7	Repair of long sewer trench failure along Riverside Drive and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
8	Repair of Drainage inlets identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
9	Remove and replace broken, buckled and distressed concrete sidewalk, curb, and gutter as identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.

Naval Operational Support Center “NOSC” Parcel: On June 10, 2017, the Navy broke ground at its new site within the cantonment fence. The new Navy Operational Support Center was completed August 2019. Due to COVID-19, the transfer was delayed until Spring 2021. At the June 9, 2021 Commission meeting, the JPC accepted the grant from the Navy for the Navy Operational Support Center in the Northeast Corner. The Navy parcel transfer completed the land swap authorized by Congress in 2005. In March of 2022, Brigadier General Peter Cross of the CA Army National Guard, contacted Dr. Martin regarding their interest in installing a Youth Challenge Academy at March. Their closest academy (“Sunburst”) is housed at the Los Alamitos Joint Forces Training Base in LA County with a high attendance rate from Riverside County youth. As the NOSC building exists outside of the limits of the March LifeCare Campus Specific Plan, the CAARNG expressed interest in using the site for their program. The project could yield a \$30 million investment in the region. On October 19, 2022, staff received an email from CAARNG indicating an interest in purchasing the site. MJPA staff is in the process of coordinating an Exclusive Negotiating Agreement with the National Guard. The agreement was approved at the January 11, 2023 JPC. **Since that time CAARNG requested updates as such, a revised ENA is scheduled for Commission consideration at their April 12th meeting.**

Green Acres: The approximate 52.72-acre historic area (“Property”) is comprised of one-hundred and eleven historic homes that are currently owned and managed by the Authority. The Property is located on the southwest corner of Riverside Drive and Meyer Drive just outside of the March Air Reserve Base (Base) cantonment area. The Property was quitclaimed to the Authority in 2006, as part of the Base Realignment and Closure process of 1995, and recorded in the County of Riverside’s Official Records as Document No. 2006-0783416 (Quitclaim Deed). In April of 2022, the JPA advertised the availability of the Property for sale through an invitation to submit Letters of Interest to either purchase the property outright, or to redevelop the property through a development agreement. Invitations were sent to non-profit, government and private entities. Proposals were due no later than August 31, 2022. While staff received several inquiries on the property, only one formal proposal was received before the deadline. Staff is currently in discussions with the interested party. SLA requirements by the state will be a factor in negotiations.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: April 12, 2023

Report: **UPDATE ON PLANNING ACTIVITIES**

Motion: Move to receive and file the report or take other action as deemed appropriate by the Commission.

Background:

This report is a status update of major planning projects. The report is not all-inclusive of staff work. It provides a summary of some activities relating to major planning projects or direction by the March Joint Powers Commission. In all cases, the following projects are required to return to the March Joint Powers Commission for final action. **New information is noted in bold.**

March JPA General Plan Update: Project on hold. Last update provided 09/28/22.

Community Sports Complex

Objective: Plan, design and finance 48–60-acre Sports Complex through the Sports Complex Committee

Status: A parks sub-committee meeting was held on 2/1/06. A follow-up meeting ran by Paul Frandsen was held on April 7, 2006. MJPA briefed the Executive Committee on May 3, who directed Michael Morris to identify the site for the 60-acre park site. MJPA staff rejected the first conceptual park site submitted LNR due to concerns with steep topography and riparian environment. On October 18, 2006, the Parks Subcommittee discussed three new potential park sites proposed by LNR Riverside, LLC. The Parks Directors did a reconnaissance study on November 20, 2006 to recommend the best park site. An RFP for a Needs Assessment and Feasibility Study is being developed for the park. The draft resolution was sent to the Parks Directors on April 13, 2007. The park site location was confirmed at the Parks Subcommittee meeting on May 9, 2007. A meeting was held with the Parks Directors on June 14, 2007 to refine the objectives of the RFP. The preparation of an aviation safety study was authorized for the park site by the March Joint Powers Commission on February 20, 2008. A Parks Subcommittee meeting was held on January 28, 2009, at which time the Subcommittee accepted the recommendation of ESA to continue to analyze a new location for a park site. The committee directed LNR to identify a new potential Park site to be reviewed at the next Parks subcommittee meeting. The Parks Subcommittee met on March 11, 2009. At that time, the subcommittee toured three proposed park sites. It was generally agreed that all three park sites were valid alternatives for the Park. It was determined that the MJPA would create a decision matrix by Monday, March 16 and the Committee members would score the sites to determine the best site. The decision matrix was circulated on March 18, 2009. On May 11, 2009 a subcommittee of the Parks Committee recommended selection of a park site near Grove Community Church. On

March 2, 2016, the March Joint Powers Commission authorized the selection of Willdan Financial Services to prepare the Parks Development Impact Fee (DIF) study that will partially fund the planned Sports Complex. On May 31, 2016, MJPA staff met with City of Riverside Parks Director, Adolfo Cruz and other senior Parks and Recreation staff to obtain input on the MJPA parks DIF study. On August 17, 2016, March JPA staff met with Scott Bangle – Riverside County Parks General Manager and Spencer Campbell – City of Perris Parks Recreation Supervisor II to discuss the future March JPA Parks Impact Fee. The framework for a Parks/Recreation Development Impact Fee was provided by Willdan Financial Services on February 13, 2017. A revised draft fee analysis was provided by Willdan on March 14, 2017 and reviewed with the member jurisdictions Parks Directors on April 4, 2017. A conference call is scheduled with Willdan Consultants regarding the final draft Parks DIF study on 9/15/17. Upon gaining concurrence with the member jurisdiction's Parks Directors, this item appeared before the Parks Ad Hoc Sub-Committee, and to the Technical Advisory Committee, prior to presenting to the full March Joint Powers Authority Commission. On 10/19/17, the City of Riverside and the County Parks representatives consented to the methodology used in the Parks Development Impact Fee Study. A Parks Subcommittee (Victoria Baca, Kevin Jefferies and Andy Melendrez and the member jurisdictions Parks Directors) was held on December 20, 2017 to review the draft March JPA Parks Nexus Study. At the direction of the Ad Hoc Committee, March JPA reviewed the parks nexus study with March ARB staff and the Riverside County Airport Land Use Commission and returned this item to the Ad Hoc Parks Subcommittee within 90 days. On February 22, 2018 March JPA met with the Riverside County Airport Land Use Commission staff and March ARB staff to discuss various park development alternatives, and to discuss the intensity of those uses in terms of people per acre. The Riverside County Airport Land Use Commission staff and March Air Reserve Base staff requested additional information regarding the density/intensity of the proposed sports complex. On September 22, 2021, the Meridian Park LLC development group held a community meeting within the City of Riverside at the Orange Terrace Community Center, to share draft development plans for the MJPA's weapons storage area (aka Upper Plateau) with the public and obtain community feedback on a proposed 60-acre recreation/open space area within their overall Upper Plateau Specific Plan. The development group, in coordination with MJPA staff, held meetings with Riverside County and city parks and recreation staff regarding the proposed park location and design prior to scheduling a second community meeting to obtain public feedback on park features. On February 14, 2022, March JPA and developer hosted an all hands meeting with parks directors from member agencies to discuss the proposed 60-acre recreation/open space area within the proposed Upper Plateau Specific Plan. Attendees also included Riverside Councilmember Chuck Conder, Riverside City Manager Al Zelinka, and Riverside Police Chief Larry Gonzalez. A discussion ensued regarding the development of a City of Riverside Police Station at the Park site. As a result of the meeting, the developer, City of Riverside and JPA Staff are reviewing the parameters of the pertinent Settlement Agreements and Development Agreements to determine flexibility in the development of the park and potential police station. The JPC Parks Subcommittee met to discuss the status of the community park on May 9, 2022. At that time, an overview of the Center for Biological Diversity et al. v. Bartel et al. settlement agreement was provided identifying that this settlement released 424-acres for development with an additional 60-acres allowed for the planned community park. Discussion also occurred regarding the early proposal for rough grading and installation of utilities on the 60-acre park site and future disposition of the park site. The Parks Committee requested that this item be returned for future discussion prior to any action by the full Commission.

CEQA Review of the Master Drainage Plan

Objective: Prepare Environmental Documents for the March JPA Master Drainage Plan

Status: February 25, 2010 – MJPA met with Riverside County Flood Control and LNR to review LNR’s proposal for modifications to the overall drainage plans recently completed by RBF. 4/7/10 – Riverside County Flood Control reviewed a Unit 4 drainage study for Meridian Business Park to identify if there is a need to update the Master Drainage Plan that was previously completed by RBF. 7/6/2010 – The MJPA received a progress report from JM Waller Associates, NEPA consultants to the VA, identifying that the location of the previously proposed basin location for the master drainage plan is not recommended. Outstanding issues as it relates to the proposed basin site include: a) potential encroachment into an old Camp Haan landfill site; b) the landfill area has not yet been closed by the AFRPA and the USACE which would introduce complications to environmental review efforts associated with the Project. 7/13/2010 – A conference call between the MJPA, LNR and LNR representatives confirmed that the proposed basin site is not recommended and that alternative locations would be necessary. LNR then pursued an alternative to redesign existing detention facilities. 12/2/10 – A meeting was held with MJPA staff, LNR, and K&A Engineering to review an amended scope of work to pursue alternative designs. K&A Engineering was authorized to begin work on the revised scope of work. MJPA staff, LNR, and K&A Engineering met with RCFC on 3/10/11 to discuss alternative designs. K&A Engineering finalized cost estimates on their alternative designs. 6/22/11 – Meeting with K&A, LNR, RCFC, and staff to discuss alternatives and CEQA process. March JPA staff met with LNR and K&A Engineering on 7/7/11 to discuss three alternatives. MJPA staff identified a preferred alternative and K&A will make minor plan revisions and submit to RCFCWCD and MJPA for preliminary concept acceptance. March JPA staff and LNR will meet with RCTC in late September to discuss the preferred alternative and obtain approval for necessary right-of-way before commencing environmental review. Staff met with RCTC and LNR to discuss needed easements for the storm drain alignment. RCTC was agreeable to the proposal and further discussion will ensue as the design progresses. LNR submitted their Enhanced Use Lease request to the VA for their review and consideration prior to the expiration of the federal EUL program in January 2012. K&A Engineering will finalize the revised alternative and will resubmit the report in the next few weeks. LNR is reviewing the final report and will be forwarding to JPA staff in January 2012. MJPA staff is meeting with LNR and K&A on 2/15/12 to discuss the revised alternatives report. The MJPA, LNR, K&A Engineering, and RCFCWCD are meeting at the end of March to discuss the revised alternatives. Meetings with RCFCWCD were positive, and K&A is finalizing a submittal package for RCFCWCD to review the detailed plans, with submittal expected during the week of April 9th, 2012. MJPA Commissioners and staff met with the VA in DC the week of April 23, at which the VA indicated their willingness to grant an easement for sewer and storm drain. The consultants are drafting easement documents and exhibits to send to the VA for review. Preliminary alignment exhibits and easement documents are being packaged to be sent to the VA for review the week of 6/18/12. Staff is waiting for review and approval of conceptual alignments by Metropolitan Water District (MWD) to utilize a portion of their easement along the I-215. 7/9/13 – Findings from K&A’s design work triggered the need to modify the existing MOU between MJPA and LNR by adding necessary tasks to the original Scope of Work. This work includes modifying design work to address Riverside County Flood Control comments, and to move forward with more detailed engineering designs (30%) for the Van Buren Culvert Outfall Storm Drain. A meeting was held on October 14, 2014 to discuss the status of the master drainage plan with the March ARB Deputy Civil Engineer. No concerns for the proposed master drainage plan were expressed at that meeting. On March 25, 2015 Don Berg of K&A Engineering met with JPA officials to discuss completion of the Regional Drainage Plan for West March. The change orders (CO#4 and CO#5) to address the modified Meridian/March Business Center outfall channel were approved by the Commission on the August 5, 2015. March JPA staff and K&A Project Engineer Don Bergh met with March ARB staff on October 6, 2016 to discuss the preliminary alternatives

for the master drainage facilities planned for the vicinity of I-215 south of Van Buren. On April 12, 2017 March JPA staff and Don Bergh (JPA consultant/K&A Engineering) met with Pete Young and Greta Hamilton (Riverside National Cemetery) regarding drainage and storm detention improvements that could reduce flooding within Riverside National Cemetery. On October 17, 2017, March JPA staff met with Sean Feeley, Doug Waters, Mark Moritz, Rock Rockholt and Don Bergh to discuss drainage options near March ARB for stormwater flows generated in west March. March ARB will take approximately 4 weeks in reviewing the information provided at the meeting. The next step is preparation of the draft drainage alternatives after receiving more input from March ARB. March ARB provided K&A its preferred drainage alternative. Don Bergh provided an update to the Technical Advisory Committee on January 14, 2019. On January 30, 2019 a subsequent meeting was held with RCFCWCD, staff and MARB Civil Engineering to discuss Phases 3, 4 and 5 of the West March Master Drainage Plan. In late March 2019, RCFCWCD staff is scheduled to discuss findings and provide recommendations to MJPA and MARB Civil Engineering Staff. From April through July 2019, RCFCWCD, MJPA, MARB continued working together to review project documentation and technical analysis. On July 22, 2019, RCFCWCD presented to the March JPA TAC, findings and recommendations for the Master Drainage Plan, Alignments 3-5 and drainage recommendations for the VIP 215 Project. MARB Staff will continue to work with March JPA staff on issues that may affect the Base. March JPA TAC will continue to monitor the project's status at its meetings. RCFCWCD is leading efforts to finalize plans and develop Cooperative Agreements between the District, March JPA, Meridian Park LLC, Hillwood and MARB for the implementation of the West March Master Drainage Plan Lateral B improvements. The Lateral B line is designed to convey offsite flows from the Meridian Business Center East and South Channel Basins, the golf course properties, the Riverside National Cemetery, Westmont Village community and Hillwood Parcel D-2 development, to Riverside County's Perris Valley Channel Line B located south of the base within the City of Perris. A draft MOU is currently being circulated between all the parties for review. March ARB has been asked to consider easement needs for the project on Base property. A draft MOU for Lateral B- Stage 4 was approved by the Commission on 12/22/21. The MJPA, March Inland Port Airport Authority (MIPAA), Riverside County Flood Control and Water Conservation District (RCFCWCD) and Riverside Inland Development, LLC (Parcel D-2 Developer) entered into a Cooperative Reimbursement Agreement (Agreement), to expedite the completion of the Perris Valley Flood Control & Drainage Project, Lateral B Project, Stage 4 which will provide necessary flood control and drainage to the area to accommodate the development changes on MJPA controlled property and to ensure the future United States Air Force (USAF) mission at the March Air Reserve Base. The Agreement outlined the roles of the parties in designing, inspecting, operating and maintaining the Perris Valley Channel Lateral B Project, including funding the \$12 million project. An MOU for the construction of Lateral B, Stages 1 and 2, was approved between the MJPA and Meridian Park LLC, on September 28, 2022. This MOU completes the funding plan for Segments 1 and 2. Project is anticipated to be completed within a 24 month timeline.

Heacock Flood Control Channel: Project complete. Last update provided 09/28/22.

Cactus Flood Control Project:

Objective: Flood Control Improvement to Cactus Channel

Status: Project history last posted 9/28/22.

RCFCWCD has completed 90 percent design work on construction plans for the project and is finalizing the Cooperative Agreement between March Air Reserve Base, March JPA, USDA and private developers for the funding and construction of the project. Because there is a shortage on

funding for the project, staff continues to research grant opportunities that can be pursued in partnership with RCFCWCD. On May 17, 2022, USDA staff confirmed their agency's ownership of the Cactus channel segment along their property. A formal request from the RCFCWCD was submitted to begin the easement transfer of channel property within USDA's jurisdiction, to the District for future installation of Cactus Channel improvements. On June 14th and 15th, 2022, March JPA commissioners and staff met with the USDA and Air Force Reserve Command during a legislative trip to Washington DC and discussed the Cactus channel and need for permanent right-of-way and support for funding on their individual segments of the channel project. Overall, the USDA and Air Force Reserve are supportive of issuing easements for construction and maintenance on the channel. Feedback on funding from both agencies is forthcoming. **In March of 2023, RCFCWCD, MJPA, MARB and City of Moreno Valley met to discuss the Cooperative Agreement for the project. Agencies will start reviewing terms again and meet regularly to finalize an agreement for execution.**

West Campus Upper Plateau:

Objective: Private Development, generating revenue and jobs

A proposed project to develop an approximate 360-acre Specific Plan (SP-9) and record a Conservation Easement on 445-acres of Open Space. The development area (Specific Plan) is generally located east of Barton Street, approximately 1,600' south of Alessandro Boulevard, and 1,500' north of Grove Community Drive in the general area occupied by the former March Air Force Base Weapon Storage Area. The four Business Park parcels to the north would be a total of 34.50 acres, the Business Park parcel to the east would be 9.38 acres, and the two Business Park Parcels to the south would total 22.47 acres. Similar to all other Specific Plans in the March JPA planning area, the three Mixed-Use parcels would include a variety of land uses but would not include the development of residential units. The three Mixed-Use parcels would be 10.77 acres, 26.60 acres, and 5.45 acres and would be located along the west side, just east of the Barton Street extension, and along the southeast corner of the Development Area. The two Public Facility parcels would consist of a 2.12-acre Western Municipal Water District sewer lift station to be developed along the east side of the Development Area just south of Cactus Avenue, and a 1.41-acre utility facility located southeast of the Western Municipal Water District facility. The three open space areas would consist of a larger open space area and two smaller open space areas. The larger open space area would be 50.00 acres and would consist of trails for recreational users. The larger open space area would be located directly east of the Barton Street extension and just south of the park area. Two small parking areas would be located on the eastern edge of the larger open space area to provide access for park users. The first smaller open space area would be approximately 11.98 acres and would be located directly north of the four Business Park Parcels. The second smaller open space area would be 2.48 acres and would be located south of Bunker Hill Drive, between one of the Mixed-Use Parcels and the two Business Park Parcels, as well as along the southern perimeter of the proposed Development Area from Barton Street to Cactus Avenue. The open space parcels would provide further buffer to the Conservation Area. The proposed Development would retain 2 of the existing 16 military bunkers, which were previously used for munitions storage by March AFB prior to March AFB's realignment in 1993. An active recreational park area would be approximately 10.00 acres and would be located west of Barton Street and directly north of the larger open space area. The developer has offered to grade and construct the initial 10-acres of park area and maintain the park area through a CFD. The remaining 50-acres of park space, under the developer's proposal, could remain as passive recreational space until the City or County was interested in developing active recreational space. A project Notice of Preparation was circulated to 93 public agencies and interested parties on November 20, 2021. An environmental scoping meeting was advertised in the Press Enterprise on November 26 and held on December 8, 2021. At present an

Environmental Impact Report is being prepared for the project. On February 14, 2022, March JPA and Meridian Park, LLC hosted an all hands meeting with county and city parks directors, Riverside city and county officials. A discussion of the parks meeting is outlined under the previously listed Community Sports Complex section. A Zoom call Community Meeting was held on March 24, 2022 at 6:00 PM to 7:30 PM. Various West Campus Upper Plateau application materials are available on the March JPA website, including the video of the Community Zoom meeting at: https://marchjpa.com/documents/docs_forms/03022022_GMT20220225-015209_Recording_1920x1080.mp4. The JPC Airport Land Use Study Subcommittee met to discuss the status of the Riverside County Airport Land Use Commission (RCALUC) review of the West Campus Upper Plateau on May 11, 2022. At that time, the RCALUC recommendation was for a finding of conditionally consistency with the March ARB/IP airport compatibility plan. Discussion occurred regarding the prohibition of public assembly uses, as well as a discussion regarding the proposed building heights and building setbacks. The Subcommittee requested that a subsequent discussion occur with the committee when the applicant's renderings and photo simulations are submitted as part of the environmental review process. On May 12, 2022, the Riverside County Airport Land Use Commission determined the West March Upper Plateau Project was conditionally consistent with the March Air Reserve Base/Inland Port Airport Compatibility Plan. The finding of consistency included conditions prohibiting public assembly uses including churches and requires the submittal of a BASH study by a Wildlife Hazard Biologist as a future component of the EIR process. On August 18th, a public workshop was held at the March Field Air Museum where developers discussed the proposed development with members of the public and solicited input prior to the release of a draft EIR. The West Campus Upper Plateau Draft EIR was circulated for public review on Monday, January 9, 2023, and the 60-day review will end on Friday, March 10, 2023.

U.S. Vets – Specific Plan Amendment, Plot Plan Amendment:

Objective: Private Development, to provide housing and services to area Veterans

United States Veterans Initiative (US Vets, Applicant) proposes new building uses to the March Veterans Village Campus, located at the southwest corner of N Street and 6th Street, within the US Vets Transitional Housing Specific Plan Area (SP-6), within the jurisdiction of the March Joint Powers Authority, Riverside County, California. Specifically, the Applicant seeks to amend the US Vets Transitional Housing Specific Plan, (SP-6) and Plot Plan (PP 10-02) to allow for a two-story, 24-unit transitional housing building and 44-permanent supportive housing units, for a total of 68-units, to be developed on the remaining 3.05 -acres of the Campus, where the remainder of Phase 2 and Phase 3 development would take place. Buildings 4 - 8, would be eliminated. Each studio unit within the transitional housing building will be approximately 375 square feet, while the permanent supportive housing units will be approximately 500 square feet in size. The proposed Project would reduce the total number of units from 323 to 222 and the total number of beds from 401 to 283. Staff received a formal application and documentation on February 23, 2023. Staff has reviewed the application/documentation for completeness and has distributed the project documentation to MJPA Departments and reviewing agencies on March 2, 2023 and most comments were received on March 23, 2023. Tribal consultation is required under SB 18 (Specific Plan Amendment) and 14 Tribes were contacted for consultation. Staff will introduce the proposed Project to TAC in early April 2023. It should be noted that US Vets provided an update on the March Vets Village Campus and presented a concept of the proposed project to the JPC on April 13, 2022. The proposed project was presented to TAC on April 3, 2023.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: April 12, 2023

Report: **RECEIVE AND FILE FINANCIAL STATUS REPORTS**

Motion: Move to receive and file the Financial Status Reports or take other actions as deemed appropriate by the Commission.

Background:

The monthly Financial Status Report is a summary of operational income and expenses for the previous month and for the fiscal year to date. It provides a summary of the March Joint Powers Authority's (March JPA's) ongoing activities related to the March JPA's approved FY 2022/23 budget.

Attachment: Financial Status Reports for February 2023.

MARCH JOINT POWERS AUTHORITY
GENERAL FUND BALANCE SHEET
AS OF 02/28/2023

GENERAL FUND

ASSETS

Cash In Bank	8,719,660.51
Petty Cash	300.00
Investment Account	4,938,748.48
Meridian Drainage Fee Acct	2,411,283.30
CalPERS Benefit Trust	11,623,138.66
Discount on Investments	(128,948.67)
Premium on Investments	26,638.46
Fair Value of Investments	(218,724.42)
Payroll Checking	16,141.72
County Fire Facilities Fund	1,773,653.97
Accounts Receivable	685,138.96
Loans Receivable	2,013,926.60
MIP Loan Receivable	2,687,896.35
RDA Loan Receivable	968,511.72
MJPUA Loan Receivable	450,000.00
Due From Other Funds	381,005.00
Interest Receivable	1,567,866.67
MIP & LLMD Payroll Liability	141,130.81
Insurance Deposits	1,283.00

Assets Total : 38,058,651.12

LIABILITIES

Accounts Payable	(15,400.00)
Payroll Liabilities	42,598.48
Payroll Taxes	-
Deposits in Trust	327,435.62
Deferred Revenue	-
County Fire Facility	1,824,540.34
TUMF Fees	-
Meridian Drainage Fees	2,413,515.85
Lifecare Campus Drainage Fees	82,243.53
Meridian-St. F Sgnl Fair Share	637,826.15
Van Buren Project Funds	-
MARB Heacock Project Funds	666.72
Security Deposits	-

Liabilities Total: 5,313,426.69

FUND-BALANCE

Fund Balance	31,690,248.99
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Fund-Balance Total: 31,690,248.99

Retained Earnings: 1,054,975.44

Total Fund Balance and Retained Earnings 32,745,224.43

Total Liabilities, Fund-Balance and Retained Earnings: 38,058,651.12

General Ledger Revenue vs Budget

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 Period 08 - 08
 Fiscal Year 2023



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% ExpendCollect
100	General Fund					
100-00-40100-00	LEASE REVENUE	-196,748.00	-68,415.36	-1,400,446.18	1,203,698.18	711.80
100-00-40300-00	PLANNING FEES	-1,035,000.00	0.00	-79,160.60	-955,839.40	7.65
100-00-40400-00	BUILDING PERMIT FEES	-2,034,000.00	-10,947.94	-623,439.09	-1,410,560.91	30.65
100-00-40430-00	PUBLIC WORKS FEES	-500,000.00	-16,330.00	-335,365.54	-164,634.46	67.07
100-00-40600-00	INTEREST INCOME	-168,000.00	-41,873.79	-250,638.70	82,638.70	149.19
100-00-40650-00	PROCEEDSSALE OF FIXED ASSETS	0.00	0.00	-54,000.00	54,000.00	0.00
100-00-40655-00	FOREIGN TRADE ZONE	-71,000.00	0.00	-56,000.00	-15,000.00	78.87
100-00-40675-00	TRAINING & FILMING FEES	-1,100.00	0.00	-100.00	-1,000.00	9.09
100-00-40715-00	FRANCHISE FEES & SALES TAX REV	-1,270,000.00	0.00	-600,000.00	-670,000.00	47.24
100-00-40750-00	MISCELLANEOUS REVENUE	-1,000.00	40,164.66	-1,085.15	85.15	108.52
100-00-40800-00	SUCCESSOR AGENCY FEES	-250,000.00	0.00	0.00	-250,000.00	0.00
Revenue Total		5,526,848.00	97,402.43	3,400,235.26	2,126,612.74	0.6152
Grand Total		5,526,848.00	97,402.43	3,400,235.26	2,126,612.74	0.6152

General Ledger Expenses vs Budget

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Period 08 - 08
Fiscal Year 2023



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100	General Fund	925,673.00	61,559.18	510,007.38	415,665.62	44.90
100-10-50100-05	Salaries and Wages	115,297.00	8,756.44	85,519.35	29,777.65	25.83
100-10-50100-10	Benefits	95,961.00	0.00	53,738.67	42,222.33	44.00
100-10-50100-15	PERS Contributions	12,983.00	968.49	7,846.33	5,136.67	39.56
100-10-50100-20	Medicare Tax	2,000.00	0.00	0.00	2,000.00	100.00
100-10-50100-25	Unemployment	12,086.00	0.00	7,533.59	4,552.41	37.67
100-10-50100-30	Workers Compensation Ins.	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50100-32	Temporary Office Help	1,000.00	0.00	0.00	1,000.00	100.00
100-10-50100-35	Employee Recruitment	1,000.00	0.00	0.00	1,000.00	100.00
100-10-50100-99	Unfunded Accrued Liab(UAL)	96,792.00	0.00	93,572.56	3,219.44	3.33
100-10-50150-02	Mileage Reimbursement	1,000.00	0.00	0.00	1,000.00	100.00
100-10-50150-04	Payroll Services	7,500.00	0.00	4,017.60	3,482.40	46.43
100-10-50150-06	Periodicals/Memberships	2,000.00	189.00	2,794.00	-794.00	-39.70
100-10-50150-08	Education/Training	10,000.00	3,878.33	5,605.77	4,394.23	43.94
100-10-50150-12	Travel	30,000.00	0.00	3,306.33	26,693.67	88.98
100-10-50150-14	JPC Members' Stipend	17,300.00	800.00	5,800.00	11,500.00	66.47
100-10-50150-15	Meeting Expenses	13,000.00	2,254.31	4,990.84	8,009.16	61.61
100-10-50150-16	Office Supplies	15,000.00	2,481.21	8,930.24	6,069.76	40.47
100-10-50150-18	Telephone & Internet Expense	6,500.00	305.23	5,345.33	1,154.67	17.76
100-10-50150-20	Mobile Phones	6,000.00	621.34	6,559.90	-559.90	-9.33
100-10-50150-24	Postage	3,750.00	77.97	1,140.63	2,609.37	69.58
100-10-50150-26	Liability Insurance	97,347.00	0.00	97,551.00	-204.00	-0.21
100-10-50150-30	Printing - Outside	3,500.00	12.93	459.36	3,040.64	86.88
100-10-50150-32	Equipment Leases	12,000.00	815.29	6,317.33	5,682.67	47.36
100-10-50150-34	Equipment Maintenance	57,000.00	1,003.32	16,882.73	40,117.27	70.38
100-10-50150-35	Vehicle Fuel & Maintenance	4,100.00	297.90	1,985.89	2,114.11	51.56
100-10-50150-38	Production/Artwork	13,000.00	0.00	87.00	12,913.00	99.33
100-10-50150-39	Marketing/Branding	25,000.00	0.00	0.00	25,000.00	100.00
100-10-50150-40	Promotional Activities	50,000.00	2,344.55	30,935.97	19,064.03	38.13
100-10-50150-42	Bank Fees	27,000.00	2,969.27	24,093.09	2,906.91	10.77
100-10-50150-46	Office Custodial	6,000.00	490.00	4,909.17	1,090.83	18.18
100-10-50150-47	Office Rent	65,500.00	5,819.11	46,196.27	19,303.73	29.47
100-10-50150-48	Office Utilities	10,700.00	1,207.99	7,719.80	2,980.20	27.85
100-10-50150-50	Office Insurance	600.00	0.00	0.00	600.00	100.00
100-10-50200-02	General Legal Services	189,400.00	9,060.66	87,657.66	101,742.34	53.72
100-10-50200-04	Special Legal Services	31,500.00	2,016.00	21,167.25	10,332.75	32.80
100-10-50200-10	Legal Property Surveys	1,000.00	10,000.00	105,000.00	-104,000.00	-10,400.00

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100-10-50200-14	Annual Audit	35,000.00	0.00	21,925.00	13,075.00	37.36
100-10-50200-20	D.C. and State Lobbyist	94,000.00	15,000.00	60,000.00	34,000.00	36.17
100-10-50200-22	Engineering Services	2,000.00	0.00	1,250.60	749.40	37.47
100-10-50200-25	General Consulting Services	350,000.00	42,733.75	315,222.50	34,777.50	9.94
100-10-50200-40	Foreign Trade Zone	7,100.00	0.00	3,804.87	3,295.13	46.41
100-10-50300-02	Equipment Office Furniture	10,000.00	7,442.14	7,563.28	2,436.72	24.37
100-10-50300-04	Computer Hardware	10,000.00	0.00	1,136.35	8,863.65	88.64
100-10-50300-06	Computer Software	20,000.00	0.00	18,382.71	1,617.29	8.09
100-20-51150-00	Fire and Casualty Insurance	15,586.00	0.00	15,585.75	0.25	0.00
100-20-51200-00	Building Maintenance	40,000.00	57.67	10,066.46	29,933.54	74.83
100-20-51250-00	Grounds Maintenance	70,000.00	7,093.62	20,331.37	49,668.63	70.96
100-20-51255-00	Street & Lighting Maintenance	35,000.00	0.00	13,282.47	21,717.53	62.05
100-20-51300-00	Equipment Maintenance	2,300.00	3,727.83	12,104.93	-9,804.93	-426.30
100-20-51350-00	Utilities	25,750.00	239.57	3,258.53	22,491.47	87.35
100-20-51355-00	Fuel Costs	2,000.00	0.00	104.31	1,895.69	94.78
100-20-51360-00	Police Patrols	225,000.00	10,157.79	73,315.18	151,684.82	67.42
100-20-51400-00	Bad Debt Expense	3,500.00	0.00	0.00	3,500.00	100.00
100-30-52200-00	Plan Check/Inspection Fees	1,440,000.00	158,052.94	459,112.33	980,887.67	68.12
100-30-52220-00	Education Training	2,500.00	0.00	0.00	2,500.00	100.00
100-30-52250-00	Environmental Fees	45,000.00	0.00	43,100.70	1,899.30	4.22
100-30-52300-00	Printing Costs	10,000.00	0.00	1,377.39	8,622.61	86.23
100-30-52325-00	Planning Software	25,500.00	0.00	6,381.76	19,118.24	74.97
100-30-52350-00	Public Notices/ filings	3,000.00	0.00	282.29	2,717.71	90.59
100-30-52400-00	Environmental Rev & Consult	2,500.00	0.00	0.00	2,500.00	100.00
Expense Total		4,453,225.00	362,433.83	2,345,259.82	2,107,965.18	47.3357
Grand Total		4,453,225.00	362,433.83	2,345,259.82	2,107,965.18	0.4734

MARCH JOINT POWERS AUTHORITY - MERIDIAN LLMD # 1
BALANCE SHEET
AS OF 02/28/2023

MERIDIAN LLMD # 1 - FUND 120

ASSETS

Cash In Bank	3,237,296.44
Accounts Receivable	44,897.17
LLMD Payroll Liability	(11,236.92)

Assets Total : 3,270,956.69

LIABILITIES

Deferred Revenues	20,342.73
Accounts Payable	9.55
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	443.00

Liabilities Total: 27,726.08

FUND-BALANCE

Fund Balance	2,549,147.94
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Fund-Balance Total: 2,549,147.94

Retained Earnings: 694,082.67

Total Fund Balance and Retained Earnings 3,243,230.61

Total Liabilities, Fund-Balance and Retained Earnings: 3,270,956.69

**General Ledger
Revenue vs Budget**

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 Period 08 - 08
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
120	Meridian LLMD No. 1	-2,191,985.00	0.00	-1,396,157.63	-795,827.37		63.69
120-00-40260-00	Assessments	<u>2,191,985.00</u>	<u>0.00</u>	<u>1,396,157.63</u>	<u>795,827.37</u>		<u>0.6369</u>
Revenue Total		<u>2,191,985.00</u>	<u>0.00</u>	<u>1,396,157.63</u>	<u>795,827.37</u>		<u>0.6369</u>
Grand Total							

General Ledger Expenses vs Budget

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 Period 08 - 08
 Fiscal Year 2023



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
120	Meridian LLMMD No. 1					
120-40-65005-00	Traffic Signals	30,000.00	3,609.17	13,203.46	16,796.54	55.99
120-40-65010-00	Signage	350.00	0.00	0.00	350.00	100.00
120-40-65015-00	Lighting	68,000.00	6,025.47	37,216.10	30,783.90	45.27
120-40-65020-00	Landscaping	798,600.00	84,377.20	483,972.92	314,627.08	39.40
120-40-65025-00	Drainage	105,000.00	0.00	0.00	105,000.00	100.00
120-40-65030-00	Street Sweeping	38,000.00	3,822.57	23,098.82	14,901.18	39.21
120-40-65035-00	Graffiti Removal	4,500.00	0.00	0.00	4,500.00	100.00
120-40-65118-05	Salaries and Wages	77,707.00	4,414.87	35,588.91	42,118.09	54.20
120-40-65118-10	Benefits	9,933.00	689.68	5,647.19	4,285.81	43.15
120-40-65118-15	PERS Contributions	5,924.00	411.76	3,639.32	2,284.68	38.57
120-40-65118-20	Medicare Tax	995.00	61.47	505.29	489.71	49.22
120-40-65118-30	Workers Compensation Ins.	4,342.00	0.00	586.54	3,755.46	86.49
120-40-65118-99	Unfunded Accrued Liab(UAL)	25,568.00	0.00	24,717.28	850.72	3.33
120-40-65120-00	Operations	6,210.00	873.31	6,128.52	81.48	1.31
120-40-65125-00	TransportationCommunication	8,500.00	628.74	3,775.70	4,724.30	55.58
120-40-65130-00	Insurance	7,180.00	0.00	7,194.91	-14.91	-0.21
120-40-65135-00	Assessment Engineer	9,000.00	9,000.00	9,000.00	0.00	0.00
120-40-65140-00	Professional Services	9,200.00	41,180.00	47,800.00	-38,600.00	-419.57
120-40-65145-00	Publication	200.00	0.00	0.00	200.00	100.00
120-40-65200-00	Contingency	14,383.00	0.00	0.00	14,383.00	100.00
120-40-65500-01	Meridian Pkwy-Sidewalk Repairs	150,000.00	0.00	0.00	150,000.00	100.00
120-40-65500-05	Tree Replacement	150,000.00	0.00	0.00	150,000.00	100.00
Expense Total		1,523,592.00	155,094.24	702,074.96	821,517.04	53.9198
Grand Total		1,523,592.00	155,094.24	702,074.96	821,517.04	0.5392

MARCH JOINT POWERS AUTHORITY - MARCH LIFECARE CAMPUS CFD 2013
 BALANCE SHEET
 AS OF 02/28/2023

MARCH LIFECARE CAMPUS CFD 2013 - FUND 140

ASSETS

Cash In Bank	177,459.23	
Accounts Receivable	7,652.59	

Assets Total :		185,111.82
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LIABILITIES

Accounts Payable	-	
Payroll Liability	2,680.80	
Deferred Revenues	7,305.24	

Liabilities Total:		9,986.04
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FUND-BALANCE

Fund Balance	191,424.11	
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Fund-Balance Total:		191,424.11
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Retained Earnings:		(16,298.33)
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Total Fund Balance and Retained Earnings		175,125.78
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Total Liabilities, Fund-Balance and Retained Earnings:		185,111.82
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**General Ledger
Revenue vs Budget**

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 Period 08 - 08
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% Expend</u>	<u>Collect</u>
140	March Lifecare Campus CFD 2013	-74,061.00	0.00	-21,863.55	-52,197.45		29.52
140-00-40260-00	Taxes	74,061.00	0.00	21,863.55	52,197.45		0.2952
Revenue Total		74,061.00	0.00	21,863.55	52,197.45		0.2952
Grand Total							

General Ledger Expenses vs Budget

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 Period 08 - 08
 Fiscal Year 2023



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
140	March Lifecare Campus CFD 2013					
140-40-65005-00	Traffic Signals	4,200.00	1,353.94	2,494.55	1,705.45	40.61
140-40-65015-00	Lighting	2,500.00	648.53	5,317.45	-2,817.45	-112.70
140-40-65020-00	Landscaping	4,500.00	0.00	0.00	4,500.00	100.00
140-40-65025-00	Drainage	7,500.00	0.00	0.00	7,500.00	100.00
140-40-65030-00	Street Sweeping	6,000.00	633.40	4,111.06	1,888.94	31.48
140-40-65035-00	Graffiti Removal	750.00	0.00	0.00	750.00	100.00
140-40-65118-05	Salaries and Wages	14,348.00	980.04	7,710.28	6,637.72	46.26
140-40-65118-10	Benefits	2,683.00	210.06	1,692.21	990.79	36.93
140-40-65118-15	PERS Contributions	2,016.00	137.88	1,084.73	931.27	46.19
140-40-65118-20	Medicare Tax	245.00	12.42	103.12	141.88	57.91
140-40-65118-30	Workers Compensation Ins.	2,626.00	0.00	213.31	2,412.69	91.88
140-40-65120-00	Operations	0.00	10,281.00	10,281.00	-10,281.00	0.00
140-40-65130-00	Insurance	2,150.00	0.00	2,154.17	-4.17	-0.19
140-40-65135-00	Assessment Engineer	3,000.00	3,000.00	3,000.00	0.00	0.00
140-40-65140-00	Professional Services	3,000.00	0.00	0.00	3,000.00	100.00
140-40-65150-00	County Cost Tax Roll	90.00	0.00	0.00	90.00	100.00
Expense Total		55,608.00	17,257.27	38,161.88	17,446.12	31.3734
Grand Total		55,608.00	17,257.27	38,161.88	17,446.12	0.3137

MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND
BALANCE SHEET
AS OF 02/28/2023

GREEN ACRES ENTERPRISE FUND - FUND 300

ASSETS

Cash In Bank	2,048,713.08
Petty Cash	200.00
Investment Account	2,252,643.92
Discount on Investments	(5,828.18)
Premium on Investments	13,319.23
Fair Value of Investments	(109,199.77)
Accounts Receivable	136,093.63
Land and Buildings	16,194,109.85
Infrastructure	874,866.98
Equipment	3,587.41
Deferred Outflows - Pension	78,714.24
Deferred Outflows - OPEB	36,185.00
OPEB Asset	-
Accumulated Depreciation	(9,695,209.14)

Assets Total :

11,828,196.25

LIABILITIES

Accounts Payable	457.56
Payroll Liability	39,328.79
Prepaid Rent	-
Security Deposits	182,640.60
Net Pension Liability	273,430.96
OPEB Liability	27,889.00
Compensated Absences	11,069.51
Deferred Inflows - Pension	8,417.48
Deferred Inflows - OPEB	-

Liabilities Total:

543,233.90

FUND-BALANCE

Fund Balance	10,830,307.28
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Fund-Balance Total:

10,830,307.28

Retained Earnings:

454,655.07

Total Fund Balance and Retained Earnings

11,284,962.35

Total Liabilities, Fund-Balance and Retained Earnings:

11,828,196.25

**General Ledger
Revenue vs Budget**

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 Period: 08 - 08
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend/Collect
300	Green Acres Enterprise Fund					
300-00-40200-00	RENTAL INCOME	-2,000,000.00	-150,480.00	-1,206,577.28	-793,422.72	60.33
300-00-40225-00	UTILITY CHARGES	-60,000.00	-4,729.48	-37,957.70	-22,042.30	63.26
300-00-40250-00	LATE FEES & NSF FEES	-1,000.00	-153.34	-1,180.17	180.17	118.02
300-00-40300-00	CREDIT CHECK FEES	-1,000.00	-40.00	-280.00	-720.00	28.00
300-00-40600-00	INTEREST INCOME	-30,000.00	-3,481.05	-17,799.17	-12,200.83	59.33
300-00-40675-00	HOLDING FEES FORFEITURE	-120.00	0.00	0.00	-120.00	0.00
300-00-40750-00	MISCELLANEOUS	-400.00	0.00	-125.00	-275.00	31.25
Revenue Total		2,092,520.00	158,883.87	1,263,919.32	828,600.68	0.604
Grand Total		2,092,520.00	158,883.87	1,263,919.32	828,600.68	0.604

General Ledger Expenses vs Budget

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Period 08 - 08
Fiscal Year 2023



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
300	Green Acres Enterprise Fund	207,006.00	15,109.54	125,734.02	81,271.98	39.26
300-10-50100-05	Salaries and Wages	36,614.00	2,806.28	23,576.94	13,037.06	35.61
300-10-50100-10	Benefits	16,316.00	1,236.32	10,130.81	6,185.19	37.91
300-10-50100-15	PERS Contributions	3,362.00	245.72	2,056.22	1,305.78	38.84
300-10-50100-20	Medicare Tax	14,769.00	0.00	2,612.75	12,156.25	82.31
300-10-50100-30	Workers Compensation Ins.	12,784.00	0.00	12,358.64	425.36	3.33
300-10-50100-99	Unfunded Accrued Liab(UAL)	2,500.00	0.00	914.25	1,585.75	63.43
300-10-50150-06	Periodicals/Memberships	500.00	0.00	391.00	109.00	21.80
300-10-50150-08	Education/Training	1,500.00	292.27	1,780.15	-280.15	-18.68
300-10-50150-16	Office Supplies	1,000.00	38.16	383.51	616.49	61.65
300-10-50150-18	Telephone Internet Service	1,300.00	112.66	563.21	736.79	56.68
300-10-50150-20	Mobile Phones/Pagers	100.00	0.00	0.00	100.00	100.00
300-10-50150-24	Postage	18,473.00	0.00	18,511.46	-38.46	-0.21
300-10-50150-26	Liability Insurance	0.00	0.00	554.80	-554.80	0.00
300-10-50150-30	Printing-Outside	4,000.00	308.92	2,431.77	1,568.23	39.21
300-10-50150-42	Bank Fees	1,000.00	0.00	0.00	1,000.00	100.00
300-10-50150-44	Tenant/Relations	8,000.00	727.40	5,700.32	2,299.68	28.75
300-10-50150-47	Office Rent	2,000.00	98.16	785.28	1,214.72	60.74
300-10-50150-48	Office Utilities	301,617.00	0.00	0.00	301,617.00	100.00
300-10-50150-50	Depreciation Expense	500.00	0.00	0.00	500.00	100.00
300-10-50200-02	General Legal Services	1,000.00	30.50	152.50	847.50	84.75
300-10-50200-15	Credit Check Services	500.00	0.00	0.00	500.00	100.00
300-10-50300-02	Office Equipment	8,000.00	0.00	0.00	8,000.00	100.00
300-10-50300-06	Computer Software	22,000.00	0.00	1,175.18	6,824.82	85.31
300-10-50300-10	Appliance Purchase	8,000.00	0.00	6,859.37	15,140.63	68.82
300-10-50300-15	Security Entrance Gates	100,000.00	458.52	4,675.86	3,324.14	41.55
300-10-50900-00	Transfer to Other Funds	56,399.00	0.00	0.00	100,000.00	100.00
300-20-51150-00	Fire and Casualty Insurance	40,000.00	0.00	56,399.01	-0.01	0.00
300-20-51160-00	Property Taxes	150,000.00	0.00	0.00	40,000.00	100.00
300-20-51200-00	Building Maintenance	250,000.00	3,442.52	32,112.41	117,887.59	78.59
300-20-51250-00	Grounds Maintenance	55,000.00	16,208.94	133,779.01	116,220.99	46.49
300-20-51300-00	Equipment Maintenance	425,000.00	3,552.14	111,645.95	-56,645.95	-102.99
300-20-51350-00	Utilities	2,500.00	59,655.70	253,979.83	171,020.17	40.24
300-20-51360-00	Bad Debt Expense	1,751,740.00	0.00	0.00	2,500.00	100.00
Expense Total		1,751,740.00	104,323.75	809,264.25	942,475.75	53.8023
Grand Total		1,751,740.00	104,323.75	809,264.25	942,475.75	0.538

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
		_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____

MARCH JOINT POWERS AUTHORITY - GREEN ACRES REPAIRS & MAINTENANCE FUND
BALANCE SHEET
AS OF 02/28/2023

REPAIRS & MAINTENANCE - FUND 301

ASSETS

Cash In Bank 173,213.75

Assets Total : 173,213.75

LIABILITIES

Accounts Payable -

Liabilities Total: -

FUND-BALANCE

Fund Balance 185,208.75

Fund-Balance Total: 185,208.75

Retained Earnings: (11,995.00)

Total Fund Balance and Retained Earnings 173,213.75

Total Liabilities, Fund-Balance and Retained Earnings: 173,213.75

**General Ledger
Revenue vs Budget**

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 Period 08 - 08
 Fiscal Year 2023



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% ExpendCollect</u>
301	Green Acres Repairs & Maint.	-100,000.00	0.00	0.00	-100,000.00	0.00
301-00-48025-00	5% Rental Income Set-Aside	100,000.00	0.00	0.00	100,000.00	0
Revenue Total		<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>0</u>
Grand Total		—	—	—	—	—

General Ledger
Expenses vs Budget

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Period 08 - 08
Fiscal Year 2023



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
301	Green Acres Repairs & Maint.	27,000.00	4,330.00	11,995.00	15,005.00	55.57
301-20-51200-02	Roof Repairs	55,000.00	0.00	0.00	55,000.00	100.00
301-20-51200-03	Unit Improvements	82,000.00	4,330.00	11,995.00	70,005.00	85.372
Expense Total		82,000.00	4,330.00	11,995.00	70,005.00	0.8537
Grand Total						

MARCH JOINT POWERS AUTHORITY
 SUCCESSOR AGENCY DEBT SERVICE FUND BALANCE SHEET
 AS OF 02/28/2023

DEBT SERVICE FUND - FUND 740

ASSETS

Cash In Bank	(555,652.66)
W.F. Trustee Debt Service 2011A	-
W.F. Trustee Debt Service 2011B	-
W.F. Cost of Issuance Account	-
W.F. Interest Account	409.29
W.F. Principal Account	3.72
Deferred Charge on Refunding	6,956,404.05
Prepaid Bond Insurance	234,875.38

Assets Total : 6,636,039.78

LIABILITIES

Loans Payable	968,511.72
Interest Payable	479,976.57
Bonds Payable - Series 2016A	27,625,000.00
Bonds Premium - Series 2016A	3,320,495.50
Due to Other Funds	131,005.00

Liabilities Total: 32,524,988.79

FUND-BALANCE

Fund Balance	(26,271,745.05)	
Fund-Balance Total:		(26,271,745.05)

Retained Earnings: 382,820.11

Total Fund Balance and Retained Earnings (25,888,924.94)

Total Liabilities, Fund-Balance and Retained Earnings: 6,636,063.85

General Ledger Revenue vs Budget

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 Period 08 - 08
 Fiscal Year 2023



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend/Collect
740	SUCCESSOR AGENCY D.S.	0.00	-409.30	-631.81	631.81	0.00
740-00-40600-00	Interest Income	0.00	0.00	-1,515,032.06	1,515,032.06	0.00
740-00-40700-00	Operating Transfers In	0.00	409.30	1,515,663.87	-1,515,663.87	0
Revenue Total		0.00	409.30	1,515,663.87	-1,515,663.87	0
Grand Total						0

General Ledger Expenses vs Budget

User: beltran
 Printed: 4/5/2023 3:11:04 PM
 Period 08 - 08
 Fiscal Year 2023



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
740	SUCCESSOR AGENCY D.S.	0.00	556,871.88	1,132,843.76	-1,132,843.76	0.00
740-70-60611-00	Payment on Bond 2016A	0.00	556,871.88	1,132,843.76	-1,132,843.76	0
Expense Total		0.00	556,871.88	1,132,843.76	-1,132,843.76	0
Grand Total		—	—	—	—	—

MARCH JOINT POWERS AUTHORITY
 SUCCESSOR AGENCY REDEVELOPMENT OBLIGATION RETIREMENT FUND
 AS OF 02/28/2023

RORF FUND - FUND 750

ASSETS

Cash In Bank 1,029,965.77

Assets Total : 1,029,965.77

LIABILITIES

Accounts Payable -
 Due to Other Funds 250,000.00

Liabilities Total: 250,000.00

FUND-BALANCE

Fund Balance 2,301,992.83

Fund-Balance Total: 2,301,992.83

Retained Earnings: (1,522,027.06)

Total Fund Balance and Retained Earnings 779,965.77

Total Liabilities, Fund-Balance and Retained Earnings: 1,029,965.77

**General Ledger
Revenue vs Budget**

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 Period 08 - 08
 Fiscal Year 2023



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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
750	Successor Agency RORF	0.00	0.00	0.00	0.00		0.00
750-00-40245-00	Tax Increment RPTTF	0.00	0.00	0.00	0.00		0.00
750-00-40800-05	Administrative Cost Allowance	0.00	0.00	0.00	0.00		0.00
750-00-40825-00	Transfers In	0.00	0.00	0.00	0.00		0
Revenue Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		<u>0</u>
Grand Total		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		<u>0</u>

General Ledger Expenses vs Budget

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 Period 08 - 08
 Fiscal Year 2023



March Joint Powers Authority
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
750	Successor Agency RORF	0.00	0.00	5,000.00	-5,000.00	0.00
750-10-50150-42	Banking Expenses	0.00	0.00	1,995.00	-1,995.00	0.00
750-10-50200-25	Consulting Services	0.00	0.00	1,515,032.06	-1,515,032.06	0.00
750-10-50900-00	Transfer Out	0.00	0.00	1,522,027.06	-1,522,027.06	0
	Expense Total	<u>0.00</u>	<u>0.00</u>	<u>1,522,027.06</u>	<u>-1,522,027.06</u>	<u>0</u>
	Grand Total	—	—	—	—	—

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: April 12, 2023

Action: **APPROVE FEBRUARY 2023 FINANCIAL DISBURSEMENTS**

Motion: Move to approve the financial disbursements for the month of February 2023 or take other actions as deemed appropriate by the Commission.

Background:

This item is an action approving the expenses (checks) that were incurred in the month of February for the March JPA, Green Acres, Meridian Lighting, Landscaping and Maintenance District (LLMD) No. 1, and Community Facility District (CFD). No checks were issued by the Successor Agency (former Redevelopment Agency). A listing of those checks is attached and will be reported in the minutes as an action item.

Attachment: Listing of checks disbursed in February for the March JPA, Green Acres, LLMD and CFD.

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
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General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	ACH ConderJr	Charles Conder Jr.	02/01/2023	300.00
	ACH Delgado	Edward Delgado	02/01/2023	200.00
	ACH Gutierre	Yxstian Gutierrez	02/01/2023	100.00
	ACH VargasM	Michael Vargas	02/01/2023	100.00
	ACH DPETER1	David Peterson Abatement Services,LLC	02/08/2023	4,620.00
	ACH HMConsul	Habib Motlagh	02/08/2023	5,000.00
	ACH MISSPROP	Mission Property Advisors, Inc.	02/09/2023	10,000.00
	ACH Computer	California Computer Options, Inc.	02/16/2023	4,033.06
	ACH DTS	Daley Technology Systems	02/16/2023	750.00
	ACH ConderJr	Charles Conder Jr.	02/22/2023	256.50
	ACH Delgado	Edward Delgado	02/22/2023	256.50
	ACH CJLake	CJ Lake, LLC	02/23/2023	15,000.00
	ACH Computer	California Computer Options, Inc.	02/16/2023	19.08
	ACH Mssionsq	MissionSquare	02/15/2023	12,040.00
	ACH Computer	California Computer Options, Inc.	02/15/2023	38.16
	ACH Computer	California Computer Options, Inc.	02/16/2023	2,951.70
	2051 CalPERS	CalPERS	02/07/2023	11,095.51
	2052 CalPERS	CalPERS	02/07/2023	11,095.51
1017042	Rogers	Marita G. Rogers	02/01/2023	100.00
1017043	MGS	M.G.S.	02/02/2023	1,285.31
1017044	TRILAK	TRI Lake	02/02/2023	4,562.50
1017045	WMWD2	Western Municipal Water District	02/02/2023	149.72
1017046	ESA	ESA	02/08/2023	28,751.25
1017047	FEDEX	FedEx	02/08/2023	77.97
1017048	GMBusine	G/M Business Interiors	02/08/2023	7,442.14
1017049	Gold	GLS US	02/08/2023	132.35
1017050	MGS	M.G.S.	02/08/2023	1,357.50
1017051	PHILLIPS	Phillips 66-CO./SYNCB	02/08/2023	297.90
1017052	StaplesA	Staples Business Credit	02/08/2023	2,481.21
1017053	TRILAK	TRI Lake	02/08/2023	118,093.91
1017054	WILLDANS	Willdan	02/08/2023	43,455.28
1017055	CANONB	Canon Solutions America, Inc.	02/08/2023	253.32
1017056	CityMVD	City Of Moreno Valley	02/08/2023	55.07
1017057	Rivers	Rivers & Lands Conservancy	02/08/2023	745.00
1017058	WMWD	Western Municipal Water District	02/08/2023	6,604.39
1017059	RIVCTYSH	Riverside County Sheriff Department	02/08/2023	10,157.79
1017060	JanPro	Commerical Cleaning Solutions, Inc.	02/08/2023	490.00
1017062	FASTSI	Fast Signs	02/16/2023	12.93
1017063	VERIZ2	Verizon Wireless	02/16/2023	516.34
1017064	SCE4	Southern California Edison	02/16/2023	34.78
1017065	Margarit	Margarita's Grill Restaurant and Catering, LLC	02/16/2023	200.00
1017066	HOMEDE	Home Depot Credit Services	02/16/2023	57.67
1017067	WASTEM	WM Corporate Services, Inc.	02/16/2023	450.81
1017068	BESTBE	Best Best & Krieger, LLP	02/22/2023	11,899.86
1017069	William2	Grace Martin	02/22/2023	256.50
1017070	PyroSp	PyroSpectacular	02/22/2023	40,264.66

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1017071	WarrenBr	Warren Brothers	02/22/2023	4,000.00
1017072	BankofAm	Bank Of America	02/23/2023	8,106.41
1017073	FEDEX	FedEx	02/23/2023	33.03
1017074	RSG	RSG, Inc.	02/23/2023	2,772.50
1017075	SPARKLET	Sparkletts	02/23/2023	30.98
1017076	MVC	MV Cheng & Associates Inc.	02/23/2023	34,961.25
1017077	CanonF	Canon Financial Services, Inc.	02/23/2023	797.30

Report Total (53 checks):

408,743.65

Accounts Payable

Checks by Date - Summary by Check Number

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Green Acres Enterprise Fund - Fund 300

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3009196	BHE	BH Electric, Ind.	02/02/2023	2,708.94
3009197	ChristRo	Christianson Roofing	02/02/2023	4,330.00
3009198	SouthCou	South County Pest Control, Inc.	02/02/2023	244.00
3009199	MiracleM	Lone Wolf Enterprises, Inc.	02/02/2023	925.00
3009200	WMWD	Western Municipal Water District	02/02/2023	16,550.94
3009201	Automate	Automated Gate Services, Inc.	02/07/2023	120.00
3009202	HDFacil	HD Supply Facilities Maintenance, Ltd.	02/07/2023	19.13
3009203	PHILLIPS	Phillips 66-CO./SYNCB	02/07/2023	222.14
3009204	StaplesA	Staples Business Credit	02/07/2023	292.27
3009205	WMWD	Western Municipal Water District	02/07/2023	825.56
3009206	ABILITY	Ability Counts, Inc.	02/15/2023	13,500.00
3009207	VERIZ2	Verizon Wireless	02/15/2023	112.66
3009208	CAAPAS	California Apartment Association	02/15/2023	30.50
3009209	sce4	Southern California Edison	02/15/2023	693.59
3009210	HOMEDE	Home Depot Credit Services	02/15/2023	757.79
3009212	ALPINE	Robert Vernieri	02/15/2023	3,330.00
3009214	Automate	Automated Gate Services, Inc.	02/22/2023	348.00
3009215	bankofam	Bank Of America	02/22/2023	1,036.60
3009216	Montg	Montgomery Plumbing	02/22/2023	340.00
3009217	marchut	March Joint Powers Utility Authority	02/22/2023	42,521.69

Report Total (20 checks): 88,908.81

Accounts Payable

Checks by Date - Summary by Check Number

User: beltran
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March Joint Powers Authority
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Meridian LLMD No. 1 - Fund 120

Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003542	TRILAK	TRI Lake	02/02/2023	23,905.00
2003543	rivtlma	TLMA Administration- County Of Riverside	02/02/2023	3,322.50
2003544	SCE4	Southern California Edison	02/02/2023	28.75
2003545	BRIGHT	BrightView Landscape Services, Inc.	02/02/2023	24,791.06
2003546	WMWD2	Western Municipal Water District	02/02/2023	509.71
2003547	MGS	M.G.S.	02/08/2023	643.00
2003548	phillips	Phillips 66-CO./SYNCB	02/08/2023	628.74
2003549	cleanst	SCA of CA, LLC	02/08/2023	3,822.57
2003550	TRILAK	TRI Lake	02/08/2023	17,275.00
2003551	WMWD	Western Municipal Water District	02/08/2023	412.78
2003552	Willdan2	Willdan Financial Services	02/08/2023	9,000.00
2003553	bright	BrightView Landscape Services, Inc.	02/08/2023	1,349.98
2003554	VERIZ2	Verizon Wireless	02/16/2023	61.45
2003555	sce4	Southern California Edison	02/16/2023	6,764.28
2003556	BRIGHT	BrightView Landscape Services, Inc.	02/22/2023	40,546.88
2003557	BankofAm	Bank Of America	02/22/2023	380.00
2003558	BRIGHT	BrightView Landscape Services, Inc.	02/22/2023	10,875.04
2003559	WMWD2	Western Municipal Water District	02/22/2023	5,180.64

Report Total (18 checks): 149,497.38

Accounts Payable

Checks by Date - Summary by Check Number

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March Lifecare Campus CFD 2013 - Fund 140

Check No	Vendor No	Vendor Name	Check Date	Check Amount
4000082	RIVTLMA	TLMA Administration- County Of Riverside	02/02/2023	1,047.57
4000083	SCE4	Southern California Edison	02/08/2023	184.42
4000084	cleanst	SCA of CA, LLC	02/08/2023	633.40
4000085	sce4	Southern California Edison	02/08/2023	183.75
4000086	Willdan2	Willdan Financial Services	02/08/2023	3,000.00
4000087	sce4	Southern California Edison	02/16/2023	771.15
4000088	cleanst	SCA of CA, LLC	02/16/2023	563.01
4000089	DEGUIRE	DeGuire Weed Abatement	02/22/2023	10,281.00

Report Total (8 checks): 16,664.30

Accounts Payable

Checks by Date - Summary by Check Number

User: beltran
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March Joint Powers Authority
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Successor Agency Debt Service - Fund 740

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Report Total (0 checks):				<u>0.00</u>

Accounts Payable

Checks by Date - Summary by Check Number

User: beltran
Printed: 4/5/2023 12:01 PM



March Joint Powers Authority
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Successor Agency RORF - Fund 750

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Report Total (0 checks):				<u>0.00</u>

MARCH JOINT POWERS COMMISSION
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MJPA Operations - Consent Calendar
Agenda Item No. 8 (5)

Meeting Date: April 12, 2023

Action: **APPROVE A USAGE DRIVEN SITE WITHIN FOREIGN TRADE ZONE #244 FOR COULOMB SOLUTIONS, INC. (CSI) LOCATED IN RIVERSIDE, CA**

Motion: Move to approve a Usage Driven Site within Foreign Trade Zone #244 for Coulomb Solutions, Inc. (CSI) located in Riverside, CA.

Background:

In May 2011, the Department of Commerce Foreign Trade Zones Board adopted Board Order No. 1761, approving Foreign Trade Zone (FTZ) #244's application for the Alternative Site Framework (ASF). Under the previous zone configuration, land was designated as FTZ in anticipation of a future zone user. A zone operating under the ASF structure 'banks' land designated as FTZ. A potential zone user can request inclusion in the zone as a 'usage driven site' and the grantee removes land from the bank and allocates it to that specific user at their current location.

Coulomb Solutions, Inc. proposes to activate leased space comprised of 0.36 acres or 13,033 square feet, located at 705 Columbia Avenue, Riverside, CA 92507

Coulomb Solutions, Inc. plans to use the FTZ to conduct receiving and warehouse distribution related operations. The requested operations will not affect a change in customs' tariff classification, quota category or country of origin for any merchandise admitted to the zone. Currently, FTZ #244 does not have any general warehousing uses available for importers and exporters to use on an as needed basis. This usage driven site would provide a much-needed service within FTZ #244.

Staff recommends that the Commission concur with the Coulomb Solutions, Inc. application to the Foreign Trade Zones Board for a usage driven FTZ designation on the project site.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
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MJPA Operations - Consent Calendar
Agenda Item No. 8 (6)

Meeting Date: April 12, 2023

Action: **APPROVE A USAGE DRIVEN SITE WITHIN FOREIGN TRADE ZONE #244 FOR KEECO, INC. LOCATED IN MORENO VALLEY, CA**

Motion: Move to approve a Usage Driven Site within Foreign Trade Zone #244 for Keeco, Inc. located in Moreno Valley, CA.

Background:

In May 2011, the Department of Commerce Foreign Trade Zones Board adopted Board Order No. 1761, approving Foreign Trade Zone (FTZ) #244's application for the Alternative Site Framework (ASF). Under the previous zone configuration, land was designated as FTZ in anticipation of a future zone user. A zone operating under the ASF structure 'banks' land designated as FTZ. A potential zone user can request inclusion in the zone as a 'usage driven site' and the grantee removes land from the bank and allocates it to that specific user at their current location.

Keeco, Inc. proposes to activate space comprised of 31.03 acres or 1,351,763 square feet, located at 24405 Krameria Avenue, Moreno Valley, CA 92551

Keeco, Inc. plans to use the FTZ to conduct receiving and warehouse distribution related operations. The requested operations will not affect a change in customs' tariff classification, quota category or country of origin for any merchandise admitted to the zone. Currently, FTZ #244 does not have any general warehousing uses available for importers and exporters to use on an as needed basis. This usage driven site would provide a much-needed service within FTZ #244.

Staff recommends that the Commission concur with the Keeco, Inc. application to the Foreign Trade Zones Board for a usage driven FTZ designation on the project site.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (7)

Meeting Date: April 12, 2023

Action: **APPROVE A USAGE DRIVEN SITE WITHIN FOREIGN TRADE ZONE #244 FOR DELTA CHILDREN'S PRODUCT CORP. LOCATED IN PERRIS, CA**

Motion: Move to approve a Usage Driven Site within Foreign Trade Zone #244 for Delta Children's Product Corp. located in Perris, CA.

Background:

In May 2011, the Department of Commerce Foreign Trade Zones Board adopted Board Order No. 1761, approving Foreign Trade Zone (FTZ) #244's application for the Alternative Site Framework (ASF). Under the previous zone configuration, land was designated as FTZ in anticipation of a future zone user. A zone operating under the ASF structure 'banks' land designated as FTZ. A potential zone user can request inclusion in the zone as a 'usage driven site' and the grantee removes land from the bank and allocates it to that specific user at their current location.

Delta Children's Product Corp. proposes to activate leased space comprised of a 19.13-acres located at 22773 Oleander Avenue, Perris, CA 92570.

Delta Children's Product Corp, plans to use the FTZ to conduct receiving and warehouse distribution related operations. The requested operations will not affect a change in customs' tariff classification, quota category or country of origin for any merchandise admitted to the zone. Currently, FTZ #244 does not have any general warehousing uses available for importers and exporters to use on an as needed basis. This usage driven site would provide a much-needed service within FTZ #244.

Staff recommends that the Commission concur with the Delta Children's Product Corp. application to the Foreign Trade Zones Board for a usage driven FTZ designation on the project site.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: April 12, 2023

Action: **APPROVE A REVISED EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE MARCH JOINT POWERS AUTHORITY AND THE CALIFORNIA MILITARY DEPARTMENT FOR THE FORMER NAVAL OPERATIONAL SUPPORT CENTER (NOSC) BUILDING AT 23570 Z STREET, RIVERSIDE, CA 92518**

Motion: Approve a Revised Exclusive Negotiating Agreement Between the March Joint Powers Authority and the California Military Department for the former Naval Operational Support Center (NOSC) at 23570 Z Street, Riverside, CA 92518.

Background:

The Navy Operational Support Center (NOSC) completed their site on base in August of 2019 and transferred their former NOSC building at 23570 Z Street to the March JPA in the Spring of 2021. The transfer was accepted by the Commission at their June 9, 2021 meeting.

In March of 2022, Brigadier General Peter Cross of the CA Army National Guard (CAARNG), contacted the March JPA Executive Director regarding the Guard's interest in housing a Youth Challenge Academy at March. CAARNG's closest Youth Challenge academy ("Sunburst") is housed at the Los Alamitos Joint Forces Training Base in LA County with a high attendance rate from Riverside County youth. As the NOSC building exists outside of the limits of the March LifeCare Campus Specific Plan, the CAARNG expressed interest in utilizing the former NOSC site for their program. The project could yield a \$30 million investment in the region with possible collaborations with Moreno Valley Unified School District and the Riverside County Office of Education. On October 19, 2022, staff received an email from CAARNG indicating an interest in purchasing the site; however, the timing of completing a transaction is not yet known.

On January 11, 2023 the Commission approved an Exclusive Negotiating Agreement between the March Joint Powers Authority and the CAARNG for the NOSC site and authorized the Executive Director to execute the agreement. However, since that approval CAARNG asked that the final signature on the agreement be deferred to the California Military Department (CMD) which includes the office of the Adjutant General, CAARNG, the CA Cadet Corps and the Naval Militia. Changes to the January 2023 ENA include, but are not limited to, the following:

- A) Change state approval authority from CAARNG to CMD;
- B) Pivot agreement language to allow for a purchase of property rather than lease;
- C) Outline rights to allow CMD access to the site for appraisals and/or assessments for a period of six months, with terms for an additional 60 days as needed;
- D) Terms for negotiations on the property;
- E) Prohibits MJPA from negotiating with other parties during the life of agreement.

Nothing in the agreement is intended to be an express or implied commitment by MJPA to provide financing, MJPA funds, staff time or other resources to the project. Based on the aforementioned, staff recommends approval of the revised Exclusive Negotiating Agreement between the March Joint Powers Authority and the California Military Department for the former Naval Operational Support Center (NOSC) at 23570 Z Street, Riverside, CA 92518 and authorize the Executive Director to finalize indemnification terms with CMD and execute the agreement.

Attachments:

- 1) Proposed ENA
- 2) Redlined January 2023 ENA

Attachment 1

Proposed Exclusive Negotiating Agreement (ENA)

**EXCLUSIVE NEGOTIATION AGREEMENT
(Naval Operational Support Center)**

THIS EXCLUSIVE NEGOTIATION AGREEMENT (Naval Operations Support Center), is dated as of May 1, 2023, (“**Agreement**”), and is entered into by and between the March Joint Powers Authority, a California joint powers authority (“**MJPA**”), and the California Military Department (“**CMD**”), by and through the Adjutant General of California (“**TAG**”), to provide a specified period of time to attempt to negotiate a Purchase Agreement (as defined in Recital C, below). MJPA and CMD are sometimes referred to in this Agreement, individually, as a “**Party**” and, collectively, as the “**Parties.**”

RECITALS

A. MJPA owns certain real property located in the County of Riverside, California, as more specifically described in Exhibit A attached to this Agreement (“**NOSC Property**”); and

B. The MJPA desires to work with CMD to evaluate and explore the terms under which CMD could enter into a purchase agreement for the NOSC Property (the “**Project**”).

C. The intent of both MJPA and CMD in entering into this Agreement is to establish a specific, limited period of time for CMD to exclusively negotiate with MJPA regarding a purchase agreement for operation of the NOSC Property, subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented in the future, in the respective sole and absolute discretion of CMD and MJPA (this future agreement is referred to in this Agreement as a “**Purchase Agreement**”).

NOW, THEREFORE, in consideration of the mutual covenants, restrictions and conditions contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. **Incorporation of Recitals.** The Recitals of fact set forth above are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

2. **Term and Negotiation Period.**

(a) **Effective Date.** The rights and duties of MJPA and CMD established by this Agreement shall commence on May 1, 2023, and shall continue in effect until November 1, 2023 (“**Negotiation Period**”), subject to the provisions of Section 2(b).

(b) **Extension of Negotiation Period.** The Negotiation Period may be extended once for an additional period of sixty (60) days upon the mutual written agreement of MJPA’s Executive Director or his or her designee and CMD, provided that CMD submits a written request for said extension no later than thirty (30) calendar days prior to the expiration of the Negotiation Period. If the Negotiation Period is extended pursuant to this Section 2(b), MJPA’s Executive

Director may also modify the deadlines for any remaining actions to be taken by either MJPA or CMD, within such extended Negotiation Period.

(c) Expiration or Termination. Notwithstanding any other term, condition, covenant, restriction or agreement contained in this Agreement, this Agreement shall automatically expire and be of no further force or effect on the earlier to occur of any of the following: (i) the expiration or earlier termination of the Negotiation Period; (ii) entry into a separate Purchase Agreement by both MJPA and CMD, in their respective sole and absolute discretion; (iii) the determination of MJPA's or CMD's legal counsel, in their sole and exclusive discretion, that any litigation or statute prohibits MJPA from conveying the desired financing; or (iv) the determination by the State of California that this Agreement is not an enforceable or recognized obligation of the MJPA.

3. **Obligations of CMD.** During the Negotiation Period, CMD and the MJPA shall proceed diligently and in good faith to:

(a) Discuss and consider the terms for joint or separate acquisition of the NOSC Property for the Project.

(b) Discuss and consider conceptual development for the Project describing the Project location and the location and orientation of proposed buildings and additional land use entitlements that the Project may require.

(c) Prepare a proposed time schedule for commencement and completion of the Project.

4. **Appraisal, Improvement Study and Entry.**

(a) Appraisal and Improvement Study. During the Negotiation Period, CMD may, at its sole direction, cost and expense: (1) conduct an appraisal of the NOSC Property to determine its fair market and (2) conduct a study to determine what improvements are necessary to allow the NOSC Property to fit CMD's needs (the "Improvement Study").

(b) Entry onto NOSC Property. With the prior written permission of the MJPA, which may not be unreasonably withheld, CMD may enter onto the NOSC Property for the purposes of conducting an appraisal as well as the Improvement Study. CMD's use of the NOSC Property permitted hereunder shall not interfere with the reasonable use and enjoyment thereof by MJPA and provided further that all persons who enter upon the NOSC pursuant to this Section do so at their own risk and shall comply with any and all instructions and directions of MJPA. In addition, CMD will be solely responsible for compliance with all applicable environmental laws or other legal requirements in conjunction with its exercise of the privileges granted under this Section.

(c) Liability of Entry onto NOSC Property. CMD agrees to assume all risks of loss or damage to property and injury or death to persons by reason of the exercise of the access rights granted herein and expressly waives all claims against the MJPA for any such loss, damage, personal injury or death occurring as a consequence of the conduct of the activities under this Section. CMD further agrees to indemnify, save, hold harmless, and defend the MJPA against all

suits, claims or actions of any sort resulting from, related to or arising out of any activities conducted under this Section.

(d) Tools and Equipment. All tools, equipment, and other property taken upon or placed upon the NOSC Property by the CMD shall remain the property of CMD and will be removed by the CMD upon completion of the appraisal and/or Improvement Study. CMD shall be solely responsible for securing its tools, equipment, and other property on the NOSC Property.

5. **Negotiation of Purchase Agreement.** During the Negotiation Period, CMD shall proceed diligently and in good faith to develop and submit to MJPA all of the documents and information relating to Section 3, above, and both MJPA and CMD shall proceed diligently and in good faith to negotiate and document the potential terms, conditions, covenants, restrictions and agreements of a Purchase Agreement between them. MJPA and CMD shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Both MJPA and CMD shall exercise reasonable efforts to complete discussions relating to the terms, conditions, covenants, restrictions or agreements of a Purchase Agreement as may be mutually acceptable to both MJPA and CMD, in their respective sole and absolute discretion. The exact terms and conditions of a Purchase Agreement, if any, shall be determined during the course of these negotiations. Nothing in this Agreement is intended nor shall be interpreted or construed to be a representation or agreement by either MJPA or CMD that a mutually acceptable Purchase Agreement will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to agree to a definitive Purchase Agreement in the future. Nothing in this Agreement is intended or shall be interpreted or construed to be an agreement by the MJPA to contribute MJPA funds to the Project.

6. **No Guarantee of Future Agreement.** Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any proposed Purchase Agreement that may be negotiated by MJPA staff and CMD will be subsequently approved by the March Joint Powers Commission. CMD acknowledges and agrees that the March Joint Powers Commission's consideration of any future Purchase Agreement is subject to the independent and reserved sole and absolute discretion of the March Joint Powers Commission and any and all legally required public hearings, public meetings, notices, factual findings and other determination or activities required by law.

7. **No MJPA Commitment to Transfer Property.** Nothing in this Agreement is intended to be an express or implied commitment by MJPA to provide financing and/or MJPA funds, exercise any power of eminent domain or other power, acquire, adopt a resolution of necessity to acquire, provide MJPA staff time or other resources or take any other action regarding the transfer of any property or financial resources for the Project or otherwise.

8. **Restrictions Against Change in Ownership, Management and Control of CMD and Assignment of Agreement.**

(a) MJPA Reliance on CMD Qualifications. The qualifications and identity of CMD and CMD's principals are of particular concern to MJPA. CMD's qualifications and identity are the reason that MJPA has entered into this Agreement with CMD. During the Negotiation

Period, no voluntary or involuntary successor-in-interest of CMD shall acquire any rights or powers under this Agreement.

9. **MJPA Not To Negotiate With Others.** During the Negotiation Period, the March Joint Powers Commission and MJPA staff shall not negotiate with any other person regarding the use of the MJPA funds, except to the extent that this Agreement mandates negotiation with MHS over the terms of acquisition of the NOSC Property. The term “**negotiate**,” as used in this Agreement, means and refers to engaging in any discussions with a person other than CMD, regardless of how initiated, with respect to that person’s development or acquisition of the NOSC Property to the total or partial exclusion of CMD from developing the NOSC Property, without CMD’s written consent, subject to the other provisions of this Section 9. Notwithstanding the preceding provisions of this Section 9, MJPA shall have the right to receive and retain unsolicited offers regarding development of the Property from persons other than CMD, but shall not negotiate with the proponent of any such offer during the Negotiation Period. Nothing in this Agreement shall prevent or prohibit MJPA from discussing or disclosing the fact that MJPA is a Party to this Agreement. Notwithstanding any other provision of this Section 9 or this Agreement, implementation of MJPA’s development plans and/or use of available funding shall be and remain in the sole and exclusive purview and discretion of MJPA. Nothing in this Agreement shall limit, prevent, restrict or inhibit MJPA from providing any information in MJPA’s possession or control that would customarily be furnished to persons requesting information from MJPA concerning MJPA’s activities, goals or matters of a similar nature as required by law to be disclosed, upon request or otherwise.

10. **Acknowledgments and Reservations.**

(a) No Project Commitment. MJPA and CMD agree that, if this Agreement expires or is terminated for any reason, or a Purchase Agreement is not approved and signed by both MJPA and CMD within the negotiation period, for any reason, neither MJPA nor CMD shall be under any obligation, nor have any liability to each other or any other person regarding the NOSC Property, the development of the Project, the MJPA funds or the financing considered to assist with the development of the Project.

(b) No MJPA Offer or Acceptance. CMD acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by MJPA, nor an acceptance by MJPA of any offer or proposal from CMD, for MJPA to convey or receive any estate or interest in the NOSC Property for MJPA to provide any financial or MJPA funds or other assistance to CMD, for acquisition, development, or operation of the Project.

(c) No Conveyance. CMD acknowledges and agrees that CMD has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in any real or personal property from MJPA.

(d) Development Standards. Certain development standards and design controls for the Project may be established between CMD and MJPA, but MJPA and CMD understand and agree that the Project and the development of the Property must conform to all MJPA and other applicable governmental development, land use and architectural regulations and standards. Drawings, plans and specifications for the Project shall be subject to the approval of the MJPA,

through the standard development application and design review processes for similar projects. Nothing in this Agreement shall be considered approval of any plans or specifications for the Project or of the Project itself by MJPA or by state or federal licensing or regulatory agencies. The Parties enter into this Agreement further acknowledging and intending that a complete and definitive Purchase Agreement may not be entered into between them, if at all, prior to review of the Project in accordance with CEQA.

(e) No MJPA Approval. Nothing in this Agreement, nor any comments provided by MJPA staff, nor any failure of MJPA staff to provide comments to any submittal under or pursuant to this Agreement shall: (i) modify or replace any land use entitlement process of MJPA applicable to the Project; (ii) limit the police power land use jurisdiction of MJPA relative to the Project; (iii) constitute an approval of all or any portion of the Project by the MJPA pursuant to the police power land use jurisdiction of MJPA; or (iv) constitute any approval of all or any portion of a Purchase Agreement with CMD by MJPA.

(f) MJPA Due Diligence. MJPA reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of CMD to purchase, develop or operate the Property or the Project. CMD acknowledges that CMD may be requested to make certain financial disclosures to MJPA, MJPA staff, MJPA's legal counsel or other MJPA retained consultants, as part of the financial due diligence investigations of MJPA relating to the potential sale and development of the NOSC Property by CMD and that any such disclosures may become public records. MJPA shall maintain the confidentiality of financial information of CMD to the extent allowed by law, as determined by the MJPA's legal counsel.

(g) Required MJPA Approval. MJPA shall not be deemed to be a Party to any agreement for the acquisition of, lease of or disposition of real or personal property, financial commitments to CMD or development of the Project, except pursuant to the terms and conditions of a complete Purchase Agreement approved by the March Joint Powers Commission, in its sole and absolute discretion, following all required public hearing(s), determinations, findings or other procedures. CMD expressly acknowledges and agrees that MJPA will not be bound by any statement, promise or representation made by MJPA staff or representatives during the course of negotiations of a Purchase Agreement and that MJPA shall only be legally bound upon the approval of a complete Purchase Agreement in the future by the MJPA governing board, in its sole and absolute discretion, in accordance with law.

(h) No Intent to be Bound. Further efforts by either Party to perform due diligence, arrange or obtain financing or carry out other acts in contemplation of the possible acquisition, transfer or development of the NOSC Property or the Project shall not be deemed evidence of intent by either Party to be bound by any terms, conditions, covenants, restrictions or agreements relating to acquisition, transfer or development of the NOSC Property or the Project.

11. **Default; Breach; Remedy.**

(a) Default. Failure or delay by either Party to perform any material term, provision, obligation or agreement or observe any restriction, condition or covenant set forth in this Agreement shall constitute a "**Default**" under this Agreement. If the Party that is claimed to be in Default by the other Party cures, corrects or remedies the alleged Default within fifteen (15)

calendar days after receipt of written notice specifying such Default, such Party shall not be in Default under this Agreement. The notice and cure period provided in the immediately preceding sentence shall not, under any circumstances, extend the Negotiation Period. If notice of an alleged Default is given with fifteen (15) or fewer calendar days remaining in the Negotiation Period, this Agreement shall automatically terminate on the date of such notice, without further notice to or action by either Party, and the Party alleged to have been in Default shall be deemed to have cured such Default on the termination of this Agreement. The Party claiming that a Default has occurred shall give written notice of Default to the Party claimed to be in Default, specifying the alleged Default. Delay in giving such notice shall not constitute a waiver of any Default nor shall it change the time of Default. However, the injured Party shall have no right to exercise any remedy for a Default under this Agreement, without first delivering written notice of the Default.

(b) **Breach; Termination.** If a Default of either Party remains uncured for more than fifteen (15) calendar days following such Party's receipt of written notice of such Default, a "**Breach**" of this Agreement by the Defaulting Party shall have occurred, except as otherwise provided in Section 11(a) during the last fifteen (15) calendar days of the Negotiation Period. In the event of a Breach of this Agreement, the sole and exclusive remedy of the Party who is not in Breach shall be to terminate this Agreement by serving written notice of termination on the Party in Breach except that the MJPA shall retain all rights pursuant to Section 10 of this Agreement.

(c) **No Waiver.** Any failure or delay by a Party in asserting any of such Party's rights or remedies as to any Default or Breach shall not operate as a waiver of any Default or Breach or of any rights or remedies associated with a Default or Breach.

12. **Compliance with Law.** CMD acknowledges that any Purchase Agreement, if approved by the March Joint Powers Commission, will require CMD (among other things) to carry out the development of the Project in conformity with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws and labor and wage laws.

13. **Notice.** All notices required under this Agreement shall be presented in person, by nationally recognized overnight (one business day) delivery service (i.e., Federal Express, United Parcel Service, etc.) or by first class United States mail, with postage prepaid, to the address for the Party set forth in this Section 13. Notice shall be deemed received by United States Postal Service delivery as of the third (3rd) business day after deposit with the United States Postal Service, addressed as required by this Section 13. Notice by personal service shall be effective on delivery. Notice by nationally recognized overnight delivery service shall be effective upon the earlier of: (a) delivery; or (b) the date of the second attempt to deliver such notice, as set forth in the written records of the delivery service. Either Party may change its address for receipt of notices by notifying the other Party in writing. Rejection, other refusal to accept or the inability to deliver a notice because of a changed address of which no notice was given or other action by the Party to whom the notice is transmitted, shall be deemed receipt of the notice. An attorney representing a Party may give notice on behalf of such Party.

To CMD:

*****INSERT ADDRESS*****

To MJPA:

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

14. **Warranty Against Payment of Consideration for Agreement.** CMD represents and warrants that: (a) CMD has not employed or retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of CMD and third persons to whom fees are paid for professional services related to planning, design or construction of the Project or documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by CMD or any of CMD's agents, employees or representatives to any elected or appointed official or employee of MJPA in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 14 shall entitle MJPA to terminate this Agreement on two (2) days' notice to CMD. Upon any such termination of this Agreement by MJPA, CMD shall immediately refund any payments made to or on behalf of CMD by MJPA pursuant to this Agreement or otherwise related to the Project or the Property, prior to the date of any such termination.

15. **Counterpart Originals.** This Agreement may be signed by MJPA and CMD in multiple counterpart originals, each of which shall constitute an original and all of which together shall constitute a single agreement.

16. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit any person other than MJPA or CMD.

17. **Governing Law.** MJPA and CMD agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the substantive and procedural laws of the State of California, without application of conflicts or choice of laws principles. Venue shall be in the County of Riverside.

18. **Waivers.** No waiver of any Breach or Default of any term or condition contained in this Agreement shall be deemed a waiver of any preceding or succeeding Breach or Default of such term or condition, or of any other term or condition contained in this Agreement. No extension of the time for performance of any obligation or act, no waiver of any term or condition of this Agreement, nor any modification of this Agreement shall be enforceable against MJPA or CMD, unless made in writing and signed by the Party against whom such extension, waiver or modification is sought to be enforced.

[Signatures on the following page]

**SIGNATURE PAGE
TO
EXCLUSIVE NEGOTIATION AGREEMENT
(Naval Operations Support Center)**

IN WITNESS WHEREOF, MJPA and CMD have signed and entered into this Exclusive Negotiation Agreement by and through the signatures of their authorized representative(s) set forth below:

MJPA:

CMD:

MARCH JOINT POWERS AUTHORITY

**CALIFORNIA MILITARY
DEPARTMENT, BY AND THROUGH
THE ADJUTANT GENERAL OF
CALIFORNIA**

By:

Dr. Grace I. Martin
Executive Director

ATTEST:

By:

Authority Clerk

By:

[**INSERT NAME**]
[**INSERT POSITION**]

APPROVED AS TO FORM:

By:

Best Best & Krieger LLP
General Counsel

EXHIBIT "A"

Property Depiction and Legal Description

Attachment 2

Redlined January 2023 Exclusive Negotiating Agreement (ENA)

**EXCLUSIVE NEGOTIATION AGREEMENT
(Naval Operations Support Center-)**

THIS EXCLUSIVE NEGOTIATION AGREEMENT (Naval Operations Support Center), is dated as of ~~_____~~, May 1, 2023, (“**Agreement**”), and is entered into by and between the March Joint Powers Authority, a California joint powers authority (“**MJPA**”), and the California Military Department (“**CMD**”), by and through the Adjutant General of California (“**TAG**”), to provide a specified period of time to attempt to negotiate a Lease-Purchase Agreement (as defined in Recital C, below). MJPA and CMD are sometimes referred to in this Agreement, individually, as a “**Party**” and, collectively, as the “**Parties**.”

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Commented [A1]: YCPTF would be entering into this agreement on behalf of the State of California. If the CA Army National Guard is a party, then we need USPFO.

RECITALS

A. MJPA owns certain real property located in the County of Riverside, California, as more specifically described in Exhibit A attached to this Agreement (“**NOSC Property**”); and

B. The MJPA desires to work with National GuardCMD to evaluate and explore the terms under which National GuardCMD could enter into a lease-purchase agreement for the NOSC Property (the “**Project**”).

C. The intent of both MJPA and National GuardCMD in entering into this Agreement is to establish a specific, limited period of time for National GuardCMD to exclusively negotiate with MJPA regarding a lease-purchase agreement for operation of the NOSC Property, subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented in the future, in the respective sole and absolute discretion of National GuardCMD and MJPA (this future agreement is referred to in this Agreement as a “**Lease-Purchase Agreement**”).

NOW, THEREFORE, in consideration of the mutual covenants, restrictions and conditions contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. **Incorporation of Recitals.** The Recitals of fact set forth above are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

2. **Term and Negotiation Period.**

(a) **Effective Date.** The rights and duties of MJPA and National GuardCMD established by this Agreement shall commence on April~~May~~, 13, ~~***INSERT DATE***~~, 2023~~2~~ and shall continue in effect until ~~***INSERT DATE***~~October~~November~~, 13, 2023 (“**Negotiation Period**”), subject to the provisions of Section 2(b).

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(b) **Extension of Negotiation Period.** The Negotiation Period may be extended once for an additional period of sixty (60) days upon the mutual written agreement of MJPA’s Executive Director or his or her designee and National GuardCMD, provided that National

GuardCMD submits a written request for said extension no later than thirty (30) calendar days prior to the expiration of the Negotiation Period. If the Negotiation Period is extended pursuant to this Section 2(b), MJPA's Executive Director may also modify the deadlines for any remaining actions to be taken by either MJPA or National GuardCMD, within such extended Negotiation Period.

~~(c) Deposit. Concurrent with the execution of this Agreement, National GuardCMD shall pay into an escrow account a deposit in the amount of *****INSERT AMOUNT***** ("Deposit") to go towards the payment of the site. In addition, National GuardCMD is responsible for all applicable escrow fees as well. In the event that MJPA and National GuardCMD fail to enter into a Lease Agreement or this Agreement terminates, or the exclusive negotiation period expires, all of the Deposit, minus applicable escrow fees, shall be refunded to National GuardCMD within fifteen (15) business days after the termination or expiration of this Agreement, except as may otherwise be agreed in writing by the Parties.~~

Commented [A2]: CMD does not have a fiscal mechanism for placing a "deposit" into an escrow account for realty.

~~(d)(c) Expiration or Termination. Notwithstanding any other term, condition, covenant, restriction or agreement contained in this Agreement, this Agreement shall automatically expire and be of no further force or effect on the earlier to occur of any of the following: (i) the expiration or earlier termination of the Negotiation Period; (ii) entry into a separate Lease AgreementPurchase Agreement by both MJPA and National GuardCMD, in their respective sole and absolute discretion; (iii) the determination of MJPA's or National GuardCMD's legal counsel, in their sole and exclusive discretion, that any litigation or statute prohibits MJPA from conveying the desired financing; or (iv) the determination by the State of California that this Agreement is not an enforceable or recognized obligation of the MJPA.~~

3. **Obligations of National GuardCMD**. During the Negotiation Period, National GuardCMD and the MJPA shall proceed diligently and in good faith to:

- (a) Discuss and consider the terms for joint or separate acquisition of the NOSC Property for the Project.
- (b) Discuss and consider conceptual development for the Project describing the Project location and the location and orientation of proposed buildings and additional land use entitlements that the Project may require.
- (c) Prepare a proposed time schedule for commencement and completion of the Project.

4. **Appraisal, Improvement Study and Entry**.

(a) Appraisal and Improvement Study. During the Negotiation Period, CMD may, at its sole direction, cost and expense: (1) conduct an appraisal of the NOSC Property to determine its fair market and (2) conduct a study to determine what improvements are necessary to allow the NOSC Property to fit CMD's needs (the "Improvement Study").

(b) Entry onto NOSC Property. With the prior written permission of the MJPA, which may not be unreasonably withheld, CMD may enter onto the NOSC Property for the purposes of conducting an appraisal as well as the Improvement Study. CMD's use of the NOSC Property permitted hereunder shall not interfere with the reasonable use and enjoyment thereof by MJPA

and provided further that all persons who enter upon the NOSC pursuant to this Section do so at their own risk and shall comply with any and all instructions and directions of MJPA. In addition, CMD will be solely responsible for compliance with all applicable environmental laws or other legal requirements in conjunction with its exercise of the privileges granted under this Section.

(c) Liability of Entry onto NOSC Property. CMD agrees to assume all risks of loss or damage to property and injury or death to persons by reason of the exercise of the access rights granted herein and expressly waives all claims against the MJPA for any such loss, damage, personal injury or death occurring as a consequence of the conduct of the activities under this Section. CMD further agrees to indemnify, save, hold harmless, and defend the MJPA against all suits, claims or actions of any sort resulting from, related to or arising out of any activities conducted under this Section.

(a)(d) Tools and Equipment. All tools, equipment, and other property taken upon or placed upon the NOSC Property by the CMD shall remain the property of CMD and will be removed by the CMD upon completion of the appraisal and/or Improvement Study. CMD shall be solely responsible for securing its tools, equipment, and other property on the NOSC Property.

~~Appraisal of Property. During the Negotiation Period, National GuardCMD may, at its sole direction, cost and expense, obtain an appraisal of the NOSC Property to determine their fair market value. National GuardCMD shall not rely on any studies or documents provided by or on behalf of MJPA, including but not limited to the appraisal conducted pursuant to this Section 4, and shall be solely responsible for conducting any due diligence regarding the fair market value of the NOSC Property for purposes of obtaining financing for the acquisition or development of the NOSC Property or the Project. MJPA shall use its best efforts to provide National GuardCMD access to the NOSC Property or other properties to which National GuardCMD cannot gain access on its own.~~

5. **Negotiation of ~~Lease Agreement~~Purchase Agreement.** During the Negotiation Period, ~~National GuardCMD~~ shall proceed diligently and in good faith to develop and submit to MJPA all of the documents and information relating to Section 3, above, and both MJPA and ~~National GuardCMD~~ shall proceed diligently and in good faith to negotiate and document the potential terms, conditions, covenants, restrictions and agreements of a ~~Lease Agreement~~Purchase Agreement between them. MJPA and ~~National GuardCMD~~ shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Both MJPA and ~~National GuardCMD~~ shall exercise reasonable efforts to complete discussions relating to the terms, conditions, covenants, restrictions or agreements of a ~~Lease Agreement~~Purchase Agreement as may be mutually acceptable to both MJPA and ~~National GuardCMD~~, in their respective sole and absolute discretion. The exact terms and conditions of a ~~Lease Agreement~~Purchase Agreement, if any, shall be determined during the course of these negotiations. Nothing in this Agreement is intended nor shall be interpreted or construed to be a representation or agreement by either MJPA or ~~National GuardCMD~~ that a mutually acceptable ~~Lease Agreement~~Purchase Agreement will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to agree to a definitive ~~Lease Agreement~~Purchase Agreement in the future. Nothing in this Agreement is intended or shall be interpreted or construed to be an agreement by the MJPA to contribute MJPA funds to the Project.

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Commented [A3]: With this concern by MJPA, I believe it is critical to clarify this agreement is with CMD and not Army National Guard

9. **MJPA Not To Negotiate With Others.** During the Negotiation Period, the ~~MJPA March Joint Powers Commission Council~~ and MJPA staff shall not negotiate with any other person regarding the use of the MJPA ~~Funds~~, except to the extent that this Agreement mandates negotiation with MHS over the terms of acquisition of the NOSC Property. The term "negotiate," as used in this Agreement, means and refers to engaging in any discussions with a person other than ~~National Guard~~CMD, regardless of how initiated, with respect to that person's development or acquisition of the NOSC Property to the total or partial exclusion of ~~National Guard~~CMD from developing the NOSC Property, without ~~National Guard~~CMD's written consent, subject to the other provisions of this Section 9. Notwithstanding the preceding provisions of this Section 9, MJPA shall have the right to receive and retain unsolicited offers regarding development of the Property from persons other than ~~National Guard~~CMD, but shall not negotiate with the proponent of any such offer during the Negotiation Period. Nothing in this Agreement shall prevent or prohibit MJPA from discussing or disclosing the fact that MJPA is a Party to this Agreement. Notwithstanding any other provision of this Section 9 or this Agreement, implementation of MJPA's development plans and/or use of available funding shall be and remain in the sole and exclusive purview and discretion of MJPA. Nothing in this Agreement shall limit, prevent, restrict or inhibit MJPA from providing any information in MJPA's possession or control that would customarily be furnished to persons requesting information from MJPA concerning MJPA's activities, goals or matters of a similar nature as required by law to be disclosed, upon request or otherwise.

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(b) **No MJPA Offer or Acceptance.** ~~National Guard~~CMD acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by MJPA, nor an acceptance by MJPA of any offer or proposal from ~~National Guard~~CMD, for MJPA to convey or receive any estate or interest in the NOSC Property for MJPA to provide any financial or MJPA ~~f~~Funds or other assistance to ~~National Guard~~CMD, for acquisition, development, or operation of the Project.

(c) **No Conveyance.** ~~National Guard~~CMD acknowledges and agrees that ~~National Guard~~CMD has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in any real or personal property from MJPA.

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(e) **No MJPA Approval.** Nothing in this Agreement, nor any comments provided by MJPA staff, nor any failure of MJPA staff to provide comments to any submittal under or pursuant to this Agreement shall: (i) modify or replace any land use entitlement process of MJPA applicable to the Project; (ii) limit the police power land use jurisdiction of MJPA relative to the Project; (iii) constitute an approval of all or any portion of the Project by the MJPA pursuant to the police power land use jurisdiction of MJPA; or (iv) constitute any approval of all or any portion of a ~~Lease Agreement~~Purchase Agreement with ~~National Guard~~CMD by MJPA.

(f) **MJPA Due Diligence.** MJPA reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of ~~National Guard~~CMD to purchase, develop or operate the Property or the Project. ~~National Guard~~CMD acknowledges that ~~National Guard~~CMD may be requested to make certain financial disclosures to MJPA, MJPA staff, MJPA's legal counsel or other MJPA retained consultants, as part of the financial due diligence investigations of MJPA relating to the potential sale and development of the NOSC Property by ~~National Guard~~CMD and that any such disclosures may become public records. MJPA shall

maintain the confidentiality of financial information of ~~National Guard~~CMD to the extent allowed by law, as determined by the MJPA's legal counsel.

(g) Required MJPA Approval. MJPA shall not be deemed to be a Party to any agreement for the acquisition of, lease of or disposition of real or personal property, financial commitments to ~~National Guard~~CMD or development of the Project, except pursuant to the terms and conditions of a complete ~~Lease Agreement~~Purchase Agreement approved by the ~~MJPA-March~~Joint Powers Commission~~Council~~, in its sole and absolute discretion, following all required public hearing(s), determinations, findings or other procedures. ~~National Guard~~CMD expressly acknowledges and agrees that MJPA will not be bound by any statement, promise or representation made by MJPA staff or representatives during the course of negotiations of a ~~Lease Agreement~~Purchase Agreement and that MJPA shall only be legally bound upon the approval of a complete ~~Lease Agreement~~Purchase Agreement in the future by the MJPA governing board, in its sole and absolute discretion, in accordance with law.

(h) No Intent to be Bound. Further efforts by either Party to perform due diligence, arrange or obtain financing or carry out other acts in contemplation of the possible acquisition, transfer or development of the NOSC Property or the Project shall not be deemed evidence of intent by either Party to be bound by any terms, conditions, covenants, restrictions or agreements relating to acquisition, transfer or development of the NOSC Property or the Project.

11. **Default; Breach; Remedy.**

(a) Default. Failure or delay by either Party to perform any material term, provision, obligation or agreement or observe any restriction, condition or covenant set forth in this Agreement shall constitute a "**Default**" under this Agreement. If the Party that is claimed to be in Default by the other Party cures, corrects or remedies the alleged Default within fifteen (15) calendar days after receipt of written notice specifying such Default, such Party shall not be in Default under this Agreement. The notice and cure period provided in the immediately preceding sentence shall not, under any circumstances, extend the Negotiation Period. If notice of an alleged Default is given with fifteen (15) or fewer calendar days remaining in the Negotiation Period, this Agreement shall automatically terminate on the date of such notice, without further notice to or action by either Party, and the Party alleged to have been in Default shall be deemed to have cured such Default on the termination of this Agreement. The Party claiming that a Default has occurred shall give written notice of Default to the Party claimed to be in Default, specifying the alleged Default. Delay in giving such notice shall not constitute a waiver of any Default nor shall it change the time of Default. However, the injured Party shall have no right to exercise any remedy for a Default under this Agreement, without first delivering written notice of the Default.

(b) Breach: Termination. If a Default of either Party remains uncured for more than fifteen (15) calendar days following such Party's receipt of written notice of such Default, a "**Breach**" of this Agreement by the Defaulting Party shall have occurred, except as otherwise provided in Section 11(a) during the last fifteen (15) calendar days of the Negotiation Period. In the event of a Breach of this Agreement, the sole and exclusive remedy of the Party who is not in Breach shall be to terminate this Agreement by serving written notice of termination on the Party in Breach except that the MJPA shall retain all rights pursuant to Section 10 of this Agreement.

(c) No Waiver. Any failure or delay by a Party in asserting any of such Party's rights or remedies as to any Default or Breach shall not operate as a waiver of any Default or Breach or of any rights or remedies associated with a Default or Breach.

12. **Compliance with Law.** ~~National-Guard~~CMD acknowledges that any ~~Lease Agreement~~Purchase Agreement, if approved by the ~~MJPA—March Joint Powers Commission~~Council, will require ~~National-Guard~~CMD (among other things) to carry out the development of the Project in conformity with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws and labor and wage laws.

13. **Notice.** All notices required under this Agreement shall be presented in person, by nationally recognized overnight (one business day) delivery service (i.e., Federal Express, United Parcel Service, etc.) or by first class United States mail, with postage prepaid, to the address for the Party set forth in this Section 13. Notice shall be deemed received by United States Postal Service delivery as of the third (3rd) business day after deposit with the United States Postal Service, addressed as required by this Section 13. Notice by personal service shall be effective on delivery. Notice by nationally recognized overnight delivery service shall be effective upon the earlier of: (a) delivery; or (b) the date of the second attempt to deliver such notice, as set forth in the written records of the delivery service. Either Party may change its address for receipt of notices by notifying the other Party in writing. Rejection, other refusal to accept or the inability to deliver a notice because of a changed address of which no notice was given or other action by the Party to whom the notice is transmitted, shall be deemed receipt of the notice. An attorney representing a Party may give notice on behalf of such Party.

To ~~National-Guard~~CMD: *****INSERT ADDRESS*****

To MJPA: Attn: Dr. Grace Martin, Executive Director
March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
Attention: Executive Director

Formatted: Normal, Justified

14. **Warranty Against Payment of Consideration for Agreement.** ~~National-Guard~~CMD represents and warrants that: (a) ~~National-Guard~~CMD has not employed or retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of ~~National-Guard~~CMD and third persons to whom fees are paid for professional services related to planning, design or construction of the Project or documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by ~~National-Guard~~CMD or any of ~~National-Guard~~CMD's agents, employees or representatives to any elected or appointed official or employee of MJPA in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 14 shall

entitle MIPA to terminate this Agreement on two (2) days' notice to [National GuardCMD](#). Upon any such termination of this Agreement by MIPA, [National GuardCMD](#) shall immediately refund any payments made to or on behalf of [National GuardCMD](#) by MIPA pursuant to this Agreement or otherwise related to the Project or the Property, prior to the date of any such termination.

15. **Counterpart Originals.** This Agreement may be signed by MIPA and [National GuardCMD](#) in multiple counterpart originals, each of which shall constitute an original and all of which together shall constitute a single agreement.

16. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit any person other than MIPA or [National GuardCMD](#).

17. **Governing Law.** MIPA and [National GuardCMD](#) agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the substantive and procedural laws of the State of California, without application of conflicts or choice of laws principles. Venue shall be in the County of Riverside.

18. **Waivers.** No waiver of any Breach or Default of any term or condition contained in this Agreement shall be deemed a waiver of any preceding or succeeding Breach or Default of such term or condition, or of any other term or condition contained in this Agreement. No extension of the time for performance of any obligation or act, no waiver of any term or condition of this Agreement, nor any modification of this Agreement shall be enforceable against MIPA or [National GuardCMD](#), unless made in writing and signed by the Party against whom such extension, waiver or modification is sought to be enforced.

[Signatures on the following page]

**SIGNATURE PAGE
TO
EXCLUSIVE NEGOTIATION AGREEMENT
(Naval Operations Support Center)**

IN WITNESS WHEREOF, MJPA and ~~National Guard~~CMD have signed and entered into this Exclusive Negotiation Agreement by and through the signatures of their authorized representative(s) set forth below:

MJPA:

MARCH JOINT POWERS AUTHORITY

By:

Dr. Grace L. Martin,
Executive Director

ATTEST:

By:

Authority Clerk

APPROVED AS TO FORM:

By:

Best Best & Krieger LLP
General Counsel

NATIONAL GUARDCMD:

**CALIFORNIA MILITARY
DEPARTMENT, BY AND THROUGH
THE ADJUTANT GENERAL OF
CALIFORNIA CALIFORNIA ARMY
NATIONAL GUARD, BY AND
THROUGH THE ADJUTANT GENERAL
OF CALIFORNIA**

By:

[**INSERT NAME**]
[**INSERT POSITION**]

EXHIBIT "A"

Property Depiction and Legal Description

Exhibit A

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (9)

Meeting Date: April 12, 2023

Actions: **APPROVE AN AMENDED AND RESTATED AGREEMENT (FOURTH AMENDMENT) FOR THE PROVISION OF GOVERNMENTAL MUNICIPAL SERVICES AND DISTRIBUTION OF CERTAIN REVENUES BETWEEN THE COUNTY OF RIVERSIDE AND THE MARCH JOINT POWERS AUTHORITY AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Motion: Move to approve an amended and restated agreement (fourth amendment) for governmental municipal services and distribution of certain revenues between the County of Riverside and the March Joint Powers Authority and authorize the Executive Director to execute the Agreement.

Background:

On May 25, 2022 the Commission approved a second amendment to the Municipal Services Agreement (MSA) between the County of Riverside and the March Joint Powers Authority. As a condition of the Revenue Sharing Agreement and 14th Amendment to the JPA Agreement, the MSA must be amended and restated to identify certain municipal services that are to be provided by each Party respectively within the Reuse Territory, and to identify those governmental revenues that the County has agreed shall be collected and allocated by the County. Following are amendments to those duties as well as amendment to revenue sharing:

JPA Responsibilities: Entitlements, Building Permits, Uniform Codes, Plan Review (building and construction, street improvement, signage, striping, and grading and drainage plans within the Reuse Territory), Inspection, Certification of Occupancy, Maintenance Districts, Right-of-Way Acquisition, Street Maintenance, Maintenance and Operation of Access Road, Annual Fire Inspections, and Street Signs.

County Responsibilities: Public Safety, Emergency Fire and Fire Marshal, Emergency Response, Plan Review (fire sprinkler and water systems, underground fire plan review, fire occupancy inspections, OSHPD, and fire marshal plan reviews), Road Plan Review (Van Buren, Barton, and Alessandro), Lead Agency Services (I-215/Van Buren Interchange), Annual Inspections (building code, fire and NPDES unless the Parties agree that the Authority shall directly undertake all, or any portion of such inspections, Signs, Animal Control, and Code Enforcement.

Governmental Revenue Sharing: All Government Revenue shall be controlled by that Tax and Revenue Sharing Agreement among the City of Moreno Valley, the City of Perris, the City of Riverside, and the County of Riverside Regarding the March Joint Powers Authority Territory effective on the same date as this Agreement.

Governmental Revenues: Sales taxes, use taxes, transient occupancy taxes, and franchise fees.

Staff recommends that the Commission approve an amended and restated agreement (fourth amendment) and authorize the Executive Director to execute the Agreement.

Attachment: Amended and Restated Agreement (Fourth Amendment) for the Provision of Governmental Municipal Services and Distribution of Certain Revenues between the County of Riverside and the March Joint Powers Authority

Attachment 1

Amended and Restated Agreement (Fourth Amendment) for the
Provision of Governmental Municipal Services and Distribution of
Certain Revenues between the County of Riverside
and the March Joint Powers Authority

**AMENDED AND RESTATED AGREEMENT FOR THE PROVISION OF
GOVERNMENTAL MUNICIPAL SERVICES AND DISTRIBUTION OF
CERTAIN REVENUES BETWEEN THE COUNTY OF RIVERSIDE
AND THE MARCH JOINT POWERS AUTHORITY**

1. PARTIES AND DATE

This Amended and Restated Agreement for the Provision of Governmental Municipal Services and Distribution of Certain Revenues between the County of Riverside and the March Joint Powers Authority ("the **Agreement**") is made and entered into this day of June 2022, by and between the County of Riverside, a California governmental agency ("the **County**"), and the March Joint Powers Authority ("the **Authority**"), a California Joint Powers Authority, who together are sometimes referred to herein individually as "**Party**" or collectively as the "**Parties**."

2. RECITALS

2.1 "County" shall mean the County of Riverside, a political subdivision of the State of California.

2.2 "Authority" shall mean the March Joint Powers Authority, a local governmental entity composed of the member entities of the County of Riverside and the City of Riverside, the City of Moreno Valley and the City of Perris, which cities are hereinafter referred to as the "Municipal Entities," established through the adoption of a Joint Powers Agreement for the purpose of addressing the use, reuse, and joint use of the realigned March Air Force Base.

2.3 Agreement. This Agreement is intended to apply to all of those portions of the former March Air Force Base, as realigned, including all publicly owned lands within the boundaries of the former March Air Force Base, and when its terms and conditions are applicable, to the existing March Air Reserve Base and its cantonment area, all of which are wholly located within the unincorporated area of the County (the "**Reuse Territory**").

2.4 Purposes and Consideration. The purpose of this Agreement is to identify certain municipal services that are to be provided by each Party respectively within the Reuse Territory, and to identify those governmental revenues that the County has agreed shall be collected and allocated by the County to the Authority, in consideration of the Authority providing such services within the County and for the purpose of offsetting the cost of and paying for and providing certain governmental municipal services to be provided by the Authority within the Reuse Territory, which services might otherwise have to be provided by the County. The Parties hereto acknowledge that the division of municipal services and the payment to be made by the County to the Authority is unique and is expressly limited during the term to address the circumstances resulting from the realignment of the former March Air Force Base which was wholly owned and operated by the United States of America.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Authority and County agree as follows:

3. TERMS AND CONDITIONS

3.1 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above. Said Recitals are incorporated herein and made an operative part of this Agreement.

3.2 Term. This Agreement shall remain in effect until June 30, 2025 or until the Authority dissolves, whichever is sooner, unless terminated as set forth in Section 8 of this Agreement.

3.3 Authority Responsibility for Governmental Municipal Services. Subject to and in accordance with the terms of this Agreement, and except as otherwise provided in Section 3.4 of this Agreement, and excluding, for purposes of this Agreement, any real property within the Reuse Territory owned and operated by the United States of America, so long as such real property is owned and operated by the United States of America, the Authority shall continue, within the Reuse Territory, to provide for the following governmental municipal services until such time as all or any portion of such Reuse Territory is annexed to one, or more, of the Municipal Entities:

3.3.1 Entitlements. Review and consideration of all land use applications, and related planning, zoning and building entitlements;

3.3.2 Building Permits. Issuance of building permits;

3.3.3 Uniform Codes. Preparation and adoption of uniform building codes pursuant to the Uniform Codes ("UBC") of the State of California, as well as health and safety regulations, related to the construction, operation and maintenance of buildings;

3.3.4 Plan Review. Review of all building and construction plans for private or public improvements proposed to be constructed, improved or reconstructed within the Reuse Territory, including, but not limited to, building and construction plans, street improvement plans, traffic signal plans, signage plans, striping plans, and grading and drainage plans;

3.3.5 Inspection. Inspection of public improvements prior to acceptance of such public improvements by the Authority;

3.3.6 Certification of Occupancy. Final inspections and issuance of certificates of occupancy for the occupancy of buildings;

3.3.7 Maintenance Districts. Creation and implementation of landscape and lighting maintenance districts to perform maintenance and irrigation on all landscape within public rights-of-way appurtenant to new development, or as appropriate, appurtenant to existing buildings, including, but not limited to, landscape easements, landscape within the right of way, landscaped medians, common open space, non-regional project storm water detention basins, certain flood control facilities, street sweeping and all catch basins and all street light maintenance, repair and electrical charges pertaining to street lighting, except as such landscaping and lighting is otherwise owned, operated and maintained by the United States of America, or until such time as the territory, including such landscaping and lighting, is annexed to one of the Municipal Entities;

3.3.8 Right-of-way Acquisition. Acquisition of all necessary public rights-of-way;

3.3.9 Street Maintenance. Except as otherwise specified in this Agreement, maintenance and operation of all public streets, and related public street improvements, including street, curb, gutter, sidewalk, traffic signals, street signage and street striping, to agreed-upon standards;

3.3.10 Maintenance and Operation of Access Road. Maintenance and operation of the permanent roadway which provides access to County's Ben Clark Training Center and the base reuse territory at such time as such road is permanently reconstructed and realigned;

3.3.11 Street Signs. Review of applications for new street signs and maintenance of all new street signs for all roadways to be constructed, operated and maintained by the Authority.

3.3.12 Annual Inspections. Annual building code, fire, and NPDES inspections and the Authority will handle enforcement of all actions arising from building code and NPDES inspections.

3.4 County Responsibility for Governmental Municipal Services. Subject to and in accordance with the terms of this Agreement and in particular the requirements of Section 3.3 of this Agreement, the County shall, within the Reuse Territory, provide for the following governmental municipal services until such time as all, or any portion, of such Reuse Territory is annexed to one, or more, of the Municipal Entities except that nothing herein shall preclude either County or Authority respectively from charging third parties, fees and charges imposed by County or Authority for the provision of governmental municipal services to be provided by the Parties:

3.4.1 Public Safety. Public safety services of the County Sheriff's Department, at the level specified in and pursuant to the terms of that certain existing agreement between the Authority and the County Sheriff's Department, effective on July 1, 2022 which agreement expires June 30, 2027;

3.4.2 Emergency Fire and Fire Marshal. Emergency fire response services and fire marshal services;

3.4.3 Emergency Response. Emergency medical response, technical rescue response and emergency hazardous materials response;

3.4.4 Plan Review. Fire sprinkler and water system and underground fire plan review for all buildings to be constructed or tenant improvements made to buildings within the Reuse Territory including plan checks, fire occupancy inspections and OSHPD (hospitals and acute care facilities) plan checks and fire marshal plan reviews, to the extent required by law;

3.4.5 Road Plan Review. Review and approval of construction plans, inspection, maintenance and operation, with regard to Van Buren Boulevard, Barton Road and Alessandro Boulevard within the County, including related public street improvements, including street, curb, gutter, sidewalk, traffic signals, street signage and street striping, to agreed upon standards;

3.4.6 Annual Inspections. The County will handle the enforcement of all actions arising from the Annual Inspections referenced in Section 3.3.12 with the exception of those arising from building code or NPDES inspections;

3.4.7 Signs. Review of applications for new street signs and maintenance of all new street signs for all roadways to be constructed, operated and maintained by the County;

3.4.8 Animal Control. Animal control services;

3.4.9 Code Enforcement. Code enforcement services; and

3.4.10 Additional Services. The Authority may request additional services, and the County may agree to provide additional services and be compensated for the additional services. A separate agreement shall be entered into for each occurrence.

4. GOVERNMENTAL REVENUE SHARING

All Government Revenue shall be controlled by that Tax and Revenue Sharing Agreement among the City of Moreno Valley, the City of Perris, the City of Riverside, and the County of Riverside Regarding the March Joint Powers Authority Territory effective on the same date as this Agreement.

5. REPORTING AND AUDITS

When applicable, each Party shall make available for inspection by the other Party, upon three (3) business days' notice, all correspondence, records, general ledgers, and books of account, insofar as they pertain to collection, remittance and accounting for the Governmental Revenues, during the term and for a period of three (3) years following expiration or earlier termination of this Agreement. At either Party's request, such books and records may be subjected to an audit to verify their accuracy. The costs and expenses associated with such audits shall be paid by the Party requesting such audits; provided that if auditing irregularities are discovered upon completion of any audit, the Party responsible for the relevant books and records shall bear the costs associated with resolving such auditing irregularities.

6. INDEMNIFICATION

Each Party shall indemnify and hold harmless the other Party and its officers, employees, agents and representatives from and against any and all costs, losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees) ("**Losses**") incurred or suffered by the indemnified Party resulting from a failure by the indemnifying Party to perform its obligations under or comply with the terms of this Agreement.

7. EVENTS OF DEFAULT

Failure by either Party to perform any of its obligations under this Agreement, if such failure is not cured within sixty (60) days from the receipt of notice from the other Party of a breach of any financial term of this Agreement, or within thirty (30) days from the receipt of notice from the other Party regarding a breach in the performance of any of the services described in this

Agreement, shall be considered an "**Event of Default**" under this Agreement. Notwithstanding the foregoing, if the nature of such breach is such that the same cannot reasonably be cured within the specified period, such breach shall not be considered an Event of Default if the Party in breach of this Agreement diligently commences to cure said breach within such period and thereafter diligently proceeds to rectify and cure said breach as soon as possible.

8. TERMINATION

8.1 Termination. This Agreement shall remain in effect for the duration of the term as set forth in Section 3.2, at which point this Agreement shall be deemed terminated.

8.2 Effect of Termination. Upon termination of this Agreement, all amounts due for services rendered up to the effective date of termination shall be calculated and paid pursuant to the terms of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

The Authority and the County have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their party warrants that he or she has the legal power, right, and authority to make this Agreement and bind his or her respective party.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Riverside County.

11. DISPUTES

11.1 Referral to Technical Advisory Committee. All disputes, claims and controversies under this Agreement ("**Disputes**") shall be referred to the Technical Advisory Committee of the Authority which shall meet within thirty (30) days of such referral to seek an amicable resolution of such Disputes.

11.2 Non-Binding Mediation. If a Dispute cannot be resolved by the Technical Advisory Committee, the Parties agree to submit the Dispute to non-binding mediation prior to terminating this Agreement, or filing a claim for litigation. A neutral mediator, acceptable to the Parties, shall be used to mediate the Dispute, with the costs to be shared equally by the Parties.

12. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or any other similar arrangement between the Parties. Neither Party to this Agreement shall be deemed to be a representative, an agent or an employee of the other Party. Unless otherwise expressly specified in this Agreement, neither Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of the other Party, nor bind the other Party in any respect, without the specific prior written authorization of the other Party. The obligations of the Parties shall be several and not joint.

13. AMENDMENTS

No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by both Parties.

14. WAIVER

Neither Party shall be deemed to have waived any provision of this Agreement unless such waiver is in writing and signed by such Party.

15. LEGAL COMPLIANCE

The Parties shall comply with all of applicable laws and regulations related to the transactions contemplated by this Agreement. Notwithstanding any other provision in this Agreement, neither Party shall be required to perform any obligation applicable to it under this Agreement if the performance of such obligation will violate any law or governmental rule or regulation applicable to such Party.

16. FURTHER ASSURANCES

Upon the reasonable request of a Party, the other Party shall take such actions, and execute such certificates, documents or instruments, necessary or appropriate to fulfill the obligations under this Agreement.

17. HEADINGS

The section headings used in this Agreement are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the matters herein and shall supersede and replace any and all other prior understandings, correspondence and agreements, oral or written, between the Parties.

19. EFFECTIVE DATE

This Agreement shall become effective on the date of the later of the following events to occur: (1) the execution by all Municipal Entities and the County of the Fourteenth Amendment to the Joint Powers Agreement; (2) the execution by all Municipal Entities and the County of the Tax and Revenue Sharing Agreement referenced in Section 4 of this Agreement; and (3) the execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

MARCH JOINT POWERS AUTHORITY
a California Joint Powers Authority

Approved as to Form and Content:

Chuck Conder
Chair, March Joint Powers Commission

Authority Counsel

Attest:

Authority Clerk

COUNTY OF RIVERSIDE
a California Governmental Agency

Approved as to Form and Content:
Minh C. Tran County Counsel

Kevin Jeffries
Chair, Board of Supervisors

Kristine Bell-Valdez
Supervising Deputy County Counsel

Attest:

Kimberly Rector
Clerk of the Board

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (10)

Meeting Date: April 12, 2023

Action: **APPROVE GRANTS OF EASEMENT TO THE WESTERN MUNICIPAL WATER DISTRICT FOR WATER, SEWER AND FIRE SERVICE FACILITIES FOR OPERATION AND MAINTENANCE ASSOCIATED WITH THE VETERANS INDUSTRIAL PARK 215 PROJECT, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE RELATED DOCUMENTS**

Proposed Motion: Move to approve Grants of Easement to the Western Municipal Water District for Water, Sewer and Fire Service Facilities for operation and maintenance associated with Veterans Industrial Park 215 Project and authorize the Executive Director to execute related documents.

Background:

On December 16, 2020, and January 13, 2021, the March JPA Commission considered and approved 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 (MARB) 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.

Specifically, the approved VIP 215 Project consists of a General Plan Amendment, Specific Plan, Tentative Parcel Map, Development Agreements and Plot Plan. The approved Plot Plan (PP 20-02) authorized the construction of a 2,022,364 square-foot industrial warehouse building. It should be noted that the project site does not provide access to existing runways or taxiways at MARB.

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

As the VIP 215 Project nears completion, WMWD is requesting easements from the March JPA to access the water, sewer and fire service facilities, allowing for the continued operation and

maintenance including but not limited to construction, use, repair, installation, inspection, and all appurtenant works, including ingress and egress. WMWD is requesting that MJPA grant the following easements, as described below:

- 1) Northerly Water Easement
(Parcel 11, East of I-215 Freeway)
The easement area is approximately 5,456 square feet in size, as shown on Exhibit B, Attachment 1, Grant of Easement document.
- 2) Southerly Water Easement
(Parcel 11, East of I 215 Freeway):
The easement area is approximately 20,718 square feet in size, as shown on Exhibit B, Attachment 2, Grant of Easement document.
- 3) Sewer Easement
(Parcel 11, East of I 215 Freeway):
The easement area is approximately 44,431 square feet (1,02-acres) in size, as shown on Exhibit B, Attachment 3, Grant of Easement document.
- 4) Fire Service Easement
(Parcel 11, East of I-215 Freeway):
The easement area is approximately 400 square feet in size (4, 100 square foot areas), as shown on Exhibit B, Attachment 4, Grant of Easement document.

California Environmental Quality Act (CEQA):

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

Recommendation:

To assist in the continued development of the VIP 215 Project, staff recommends the approval of Grants of Easement to WMWD for water, sewer and fire service facilities; and authorize the Executive Director to execute the Grants of Easement.

Attachments:

Western Municipal Water District Easements:

- 1) Northerly Water Easement
- 2) Southerly Water Easement
- 3) Sewer Easement
- 4) Fire Service Easement

ATTACHMENT 1

Grant of Easement, Western Municipal Water District

Northerly Water Easement

Recording requested by:

When recorded mail to:

Western Municipal Water District
14205 Meridian Pkwy.
Riverside, CA 92518

(Gov't Code 6103)

No tax due (Grantee is a public agency)

I.D. ME Western Record No. _____
Parcel No. 11

GRANT OF EASEMENT

For valuable consideration, The March Joint Powers Authority, a joint powers authority established under the laws of the State of California, Grantor, hereby grants to WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, Grantee, its successors and assigns, an easement and right-of-way in, over, upon, under and across the lands hereinafter described to construct, reconstruct, install, replace, remove, repair, alter, operate, maintain, inspect and utilize a pipeline or pipelines, facilities and structures for all purposes, together with any easement roads and appurtenances within the right-of-way including, but not limited to, cables for communication purposes, and for the ingress and egress throughout the entire easement and right-of-way in connection with the exercise of any of the foregoing rights. The property subject to this easement is located in the County of Riverside, State of California, described as follows:

See attached Legal Description, Exhibit "A" and Plat Map, Exhibit "B".

Grantor, and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of Grantee.

Grantor, and his successors and assigns, further agree that no trees, buildings, fences, walls, or structures of any kind, shall be installed, constructed, erected, placed, planted on any portion of the easement and right-of-way. Grantor, and his successors and assigns, further agree that no changes in the alignment or grading of any road constructed within the easement and

right-of-way will be made without the prior written consent of the Grantee. Grantee shall

have the right to access said easement and the right to construct and utilize an access road within said easement, and to use gates in all fences which cross said easement; and to trim, cut down or clear away any trees and brush whenever in Grantee's judgment it is necessary for the convenient and safe exercise of the rights hereby granted. No additional fences or gates can be constructed across said easement unless approved in writing by Grantee. Grantee shall also have the right to mark the location of said easement in a manner which will not interfere with Grantor's reasonable and lawful use of said easement.

This instrument shall be binding upon and inure to the benefit of the successor and assigns of Grantor.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____.

GRANTOR:

MARCH JOINT POWERS AUTHORITY,
a joint powers authority established under the laws of the State of California

By: _____

Print Name

Print Title

Attached: Exhibit "A" and Exhibit "B"

EXHIBIT "A"
WATER EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 11 AS SHOWN BY RECORD OF SURVEY FOUND IN BOOK 110 OF RECORDS OF SURVEY, AT PAGES 30 THROUGH 40, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, BEING A STRIP OF LAND 30.00 FEET WIDE LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHERLY POINT OF SAID PARCEL 11;

THENCE THE FOLLOWING TWO (2) COURSES ARE ALONG THE EASTERLY LINE OF SAID PARCEL 11:

1. SOUTH 40° 17'40" EAST, A DISTANCE OF 356.58 FEET;
2. SOUTH 30°03'30" EAST, A DISTANCE OF 2,655.49 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 52°14'06" WEST, A DISTANCE OF 355.02 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE NORTH 24°53'12" WEST, A DISTANCE OF 148.49 FEET;

THENCE NORTH 44°26'41" WEST, A DISTANCE OF 33.10 FEET TO THE TERMINUS.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED SO AS TO FORM A CONTINUOUS STRIP OF LAND THAT TERMINATES SOUTHERLY ON THE COURSE PREVIOUSLY DESCRIBED AS SOUTH 52°14'06" WEST, 355.02 FEET AND ITS SOUTHWESTERLY PROLONGATION THEREOF.

CONTAINING 5,456.40 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

04/04/2023

Date

PREPARED BY: JTM
CHECKED BY: MEJ



EXHIBIT "B" WATER EASEMENT

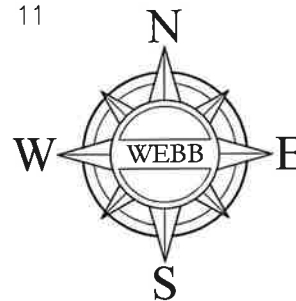
23 24

26 25

VAN BUREN BLVD

POC N'LY POINT PAR. 11

S40°17'40"E 356.58'



INTERSTATE HWY 215

S30°03'30"E 2655.49' E'LY LINE PAR. 11

MARCH AIR RESERVE BASE

DATE: 04/04/2023

RS 110/30-40

TERMINUS

S52°14'06"W 355.02'

SEE DETAIL ON SHEET 2

TPOB

E'LY LINE PERMANENT
EASEMENT DEED-PIPELINE
REC. 06/26/2009,
DOC#2009-0326343, OR

SEC. 26, T3S, R4W, SBM



WESTERN MUNICIPAL WATER DISTRICT

H:\2019\19-0256\Drawings\Mapping\Legals & Plats\WMWD ESMNT\19-0256-V-ESMNT.dwg 9/6/2021 7:40 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 2

W.O.
19-0256

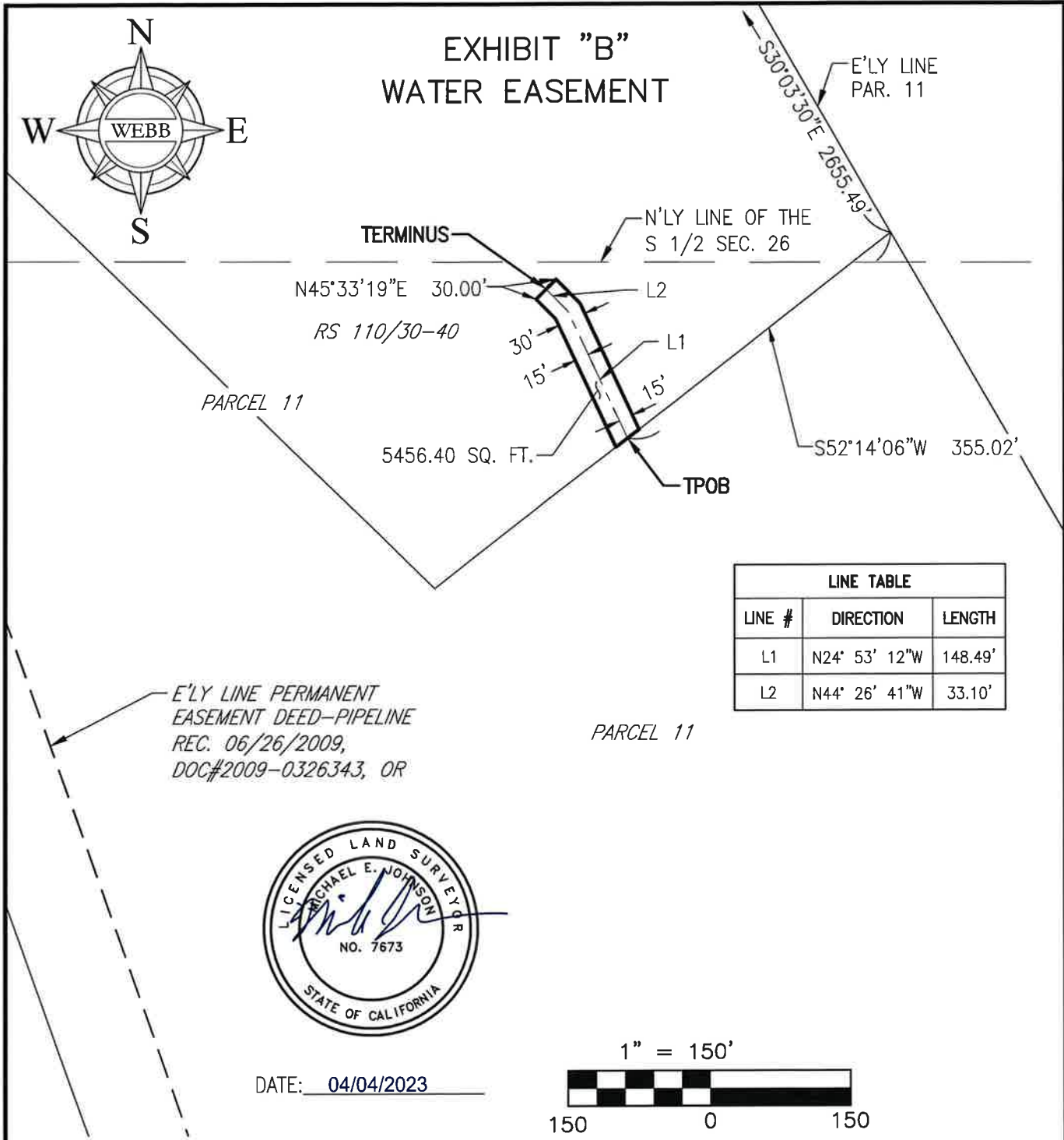
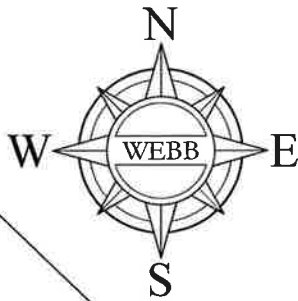
SCALE: 1"=500'

DRWN BY JTM
CHKD BY MEJ

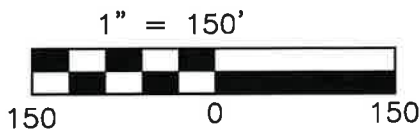
DATE _____
DATE _____

SUBJECT: WATER EASEMENT

EXHIBIT "B" WATER EASEMENT



DATE: 04/04/2023



SEC. 26, T3S, R4W, SBM



WESTERN MUNICIPAL WATER DISTRICT

H: \2019\19-0256\Drawings\Mapping\Legals & Plats\WMWD ESMNT\19-0256-V-ESMNT.dwg 9/6/2021 7:40 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 2 OF 2

W.O.
19-0256

SCALE: 1"=150'

DRWN BY JIM
CHKD BY MEJ

DATE _____
DATE _____

SUBJECT: WATER EASEMENT

Parcel Map Check Report

Date: 9/3/2021 1:23:20 PM

Parcel Name: N'LY WMWD ESMNT - Boundary : 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,265,537.9624' East:6,253,772.6067'

Segment# 1: Line

Course: S24°53'12"E Length: 147.65'
North: 2,265,404.0229' East: 6,253,834.7415'

Segment# 2: Line

Course: S52°14'06"W Length: 30.77'
North: 2,265,385.1786' East: 6,253,810.4169'

Segment# 3: Line

Course: N24°56'21"W Length: 150.02'
North: 2,265,521.2101' East: 6,253,747.1601'

Segment# 4: Line

Course: N44°38'03"W Length: 29.83'
North: 2,265,542.4374' East: 6,253,726.2022'

Segment# 5: Line

Course: N45°33'19"E Length: 30.00'
North: 2,265,563.4440' East: 6,253,747.6200'

Segment# 6: Line

Course: S44°26'41"E Length: 35.68'
North: 2,265,537.9711' East: 6,253,772.6039'

Perimeter: 423.94' Area: 5,456.40Sq.Ft.
Error Closure: 0.0092 Course: N18°01'12"W
Error North : 0.00870 East: -0.00283

Precision 1: 46,081.52

ATTACHMENT 2

Grant of Easement, Western Municipal Water District

Southerly Water Easement

Recording requested by:

When recorded mail to:

Western Municipal Water District
14205 Meridian Pkwy.
Riverside, CA 92518

(Gov't Code 6103)

No tax due (Grantee is a public agency)

I.D. ME Western Record No. _____
Parcel No. 11

GRANT OF EASEMENT

For valuable consideration, The March Joint Powers Authority, a joint powers authority established under the laws of the State of California, Grantor, hereby grants to WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, Grantee, its successors and assigns, an easement and right-of-way in, over, upon, under and across the lands hereinafter described to construct, reconstruct, install, replace, remove, repair, alter, operate, maintain, inspect and utilize a pipeline or pipelines, facilities and structures for all purposes, together with any easement roads and appurtenances within the right-of-way including, but not limited to, cables for communication purposes, and for the ingress and egress throughout the entire easement and right-of-way in connection with the exercise of any of the foregoing rights. The property subject to this easement is located in the County of Riverside, State of California, described as follows:

See attached Legal Description, Exhibit "A" and Plat Map, Exhibit "B".

Grantor, and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of Grantee.

Grantor, and his successors and assigns, further agree that no trees, buildings, fences, walls, or structures of any kind, shall be installed, constructed, erected, placed, planted on any portion of the easement and right-of-way. Grantor, and his successors and assigns, further agree that no changes in the alignment or grading of any road constructed within the easement and

right-of-way will be made without the prior written consent of the Grantee. Grantee shall

have the right to access said easement and the right to construct and utilize an access road within said easement, and to use gates in all fences which cross said easement; and to trim, cut down or clear away any trees and brush whenever in Grantee's judgment it is necessary for the convenient and safe exercise of the rights hereby granted. No additional fences or gates can be constructed across said easement unless approved in writing by Grantee. Grantee shall also have the right to mark the location of said easement in a manner which will not interfere with Grantor's reasonable and lawful use of said easement.

This instrument shall be binding upon and inure to the benefit of the successor and assigns of Grantor.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____.

GRANTOR:

MARCH JOINT POWERS AUTHORITY,
a joint powers authority established under the laws of the State of California

By: _____

Print Name

Print Title

Attached: Exhibit "A" and Exhibit "B"

EXHIBIT "A"
WATER EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 11 AS SHOWN BY RECORD OF SURVEY FOUND IN BOOK 110 OF RECORDS OF SURVEY, AT PAGES 30 THROUGH 40, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, BEING A STRIP OF LAND 30.00 FEET WIDE LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHERLY POINT OF SAID PARCEL 11;

THENCE THE FOLLOWING TWO (2) COURSES ARE ALONG THE EASTERLY LINE OF SAID PARCEL 11:

1. SOUTH 40° 17'40" EAST, A DISTANCE OF 356.58 FEET;
2. SOUTH 30°03'30" EAST, A DISTANCE OF 2,655.49 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 52°14'06" WEST, A DISTANCE OF 355.02 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE SOUTH 24°53'12" EAST, A DISTANCE OF 20.68 FEET;

THENCE SOUTH 65°06'48" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 52°13'43" WEST, A DISTANCE OF 318.05 FEET;

THENCE SOUTH 14°52'35" WEST, A DISTANCE OF 14.84 FEET;

THENCE SOUTH 59°52'35" WEST, A DISTANCE OF 282.58 FEET;

THENCE SOUTH 61°14'38" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 62°36'41" WEST, A DISTANCE OF 14.46 FEET TO THE TERMINUS.

THE NORTHERLY SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO FORM A CONTINUOUS STRIP OF LAND THAT TERMINATES AT THE COURSE PREVIOUSLY DESCRIBED AS SOUTH 52°14'06" WEST, 355.02 FEET AND ITS SOUTHWESTERLY PROLONGATION THEREOF.

EXHIBIT "A"
WATER EASEMENT
LEGAL DESCRIPTION

CONTAINING 20,718.21 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

04/04/2023

Date



PREPARED BY: JTM
CHECKED BY: MEJ

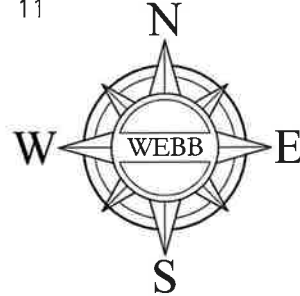
EXHIBIT "B" WATER EASEMENT

23 24
26 25

VAN BUREN BLVD

POC N'LY POINT PAR. 11

S40°17'40"E 356.58'



INTERSTATE HWY 215

S30°03'30"E 2655.49'
E'LY LINE PAR. 11

MARCH AIR RESERVE BASE

DATE: 04/04/2023

RS 110/30-40

26

SEE DETAIL ON SHEET 2

TPOB

S52°14'06"W 355.02'

PARCEL 11

TERMINUS

E'LY LINE DOC#2009-0326343

100'

SEC. 26, T3S, R4W, SBM



WESTERN MUNICIPAL WATER DISTRICT

H: \2019\19-0256\Drawings\Mapping\Legals & Plats\WMWD ESMNT\19-0256-V-ESMNT.dwg 9/6/2021 7:40 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 2

W.O.
19-0256

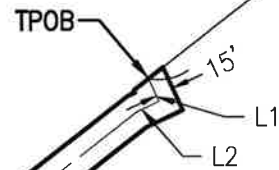
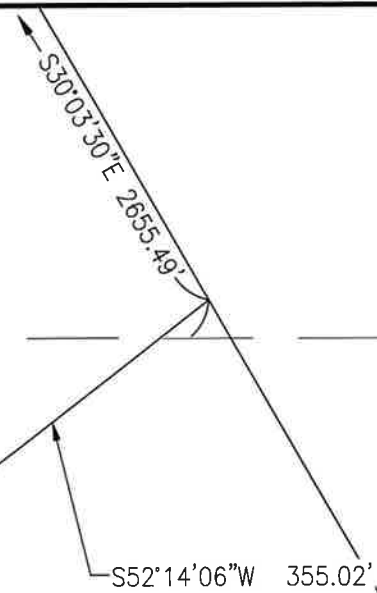
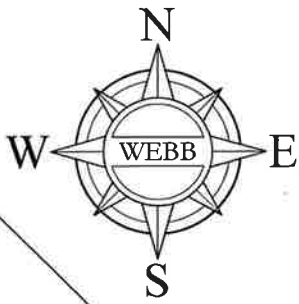
SCALE: 1"=500'

DRWN BY JTM
CHKD BY MEJ

DATE _____
DATE _____

SUBJECT: WATER EASEMENT

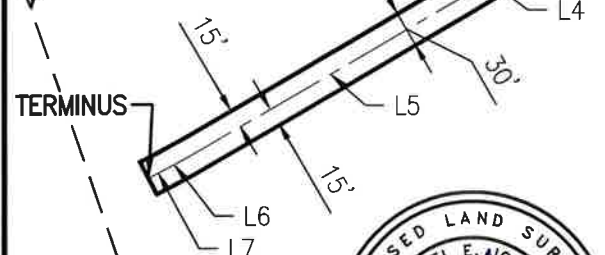
EXHIBIT "B" WATER EASEMENT



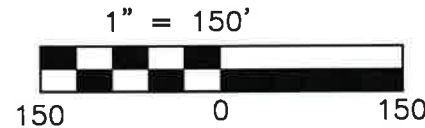
E'LY LINE PERMANENT
EASEMENT DEED-PIPELINE
REC. 06/26/2009 AS
DOC #2009-0326343, OR

L3
20718.21 SQ. FT

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S24° 53' 12"E	20.68'
L2	S65° 06' 48"W	20.00'
L3	S52° 13' 43"W	318.05'
L4	S14° 52' 35"W	14.84'
L5	S59° 52' 35"W	282.58'
L6	S61° 14' 38"W	20.00'
L7	S62° 36' 41"W	14.46'



DATE: 04/04/2023



SEC. 26, T3S, R4W, SBM



WESTERN MUNICIPAL WATER DISTRICT

H: \2019\19-0256\Drawings\Mapping\Legals & Plats\WMWD ESMNT\19-0256-V-ESMNT.dwg 9/6/2021 7:40 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 2 OF 2

W.O.
19-0256

SCALE: 1"=150' DRWN BY JTM DATE _____ SUBJECT: **WATER EASEMENT**
 CHKD BY MEJ DATE _____

Parcel Map Check Report

Client:	Prepared by:
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street
Date: 9/6/2021 6:03:14 PM	

Parcel Name: S'LY WMWD ESMNT - Boundary : 2

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,264,986.8683' East: 6,253,290.0292'

Segment# 1: Line

Course: N27°23'19"W Length: 30.00'
North: 2,265,013.5055' East: 6,253,276.2285'

Segment# 2: Line

Course: N62°36'41"E Length: 14.28'
North: 2,265,020.0746' East: 6,253,288.9078'

Segment# 3: Line

Course: N61°14'38"E Length: 19.64'
North: 2,265,029.5231' East: 6,253,306.1257'

Segment# 4: Line

Course: N59°52'35"E Length: 276.19'
North: 2,265,168.1338' East: 6,253,545.0148'

Segment# 5: Line

Course: N14°52'35"E Length: 13.70'
North: 2,265,181.3746' East: 6,253,548.5320'

Segment# 6: Line

Course: N52°13'43"E Length: 324.82'
North: 2,265,380.3309' East: 6,253,805.2896'

Segment# 7: Line	
Course: N65°06'48"E	Length: 6.69'
North: 2,265,383.1462'	East: 6,253,811.3583'
Segment# 8: Line	
Course: N24°53'12"W	Length: 2.25'
North: 2,265,385.1873'	East: 6,253,810.4115'
Segment# 9: Line	
Course: N52°14'06"E	Length: 30.77'
North: 2,265,404.0316'	East: 6,253,834.7361'
Segment# 10: Line	
Course: S24°53'12"E	Length: 39.11'
North: 2,265,368.5532'	East: 6,253,851.1945'
Segment# 11: Line	
Course: S65°06'48"W	Length: 33.31'
North: 2,265,354.5356'	East: 6,253,820.9776'
Segment# 12: Line	
Course: S52°13'43"W	Length: 311.29'
North: 2,265,163.8666'	East: 6,253,574.9150'
Segment# 13: Line	
Course: S14°52'35"W	Length: 15.98'
North: 2,265,148.4222'	East: 6,253,570.8124'
Segment# 14: Line	
Course: S59°52'35"W	Length: 288.97'
North: 2,265,003.3976'	East: 6,253,320.8694'
Segment# 15: Line	
Course: S61°14'38"W	Length: 20.36'
North: 2,264,993.6028'	East: 6,253,303.0202'
Segment# 16: Line	
Course: S62°36'41"W	Length: 14.64'

North: 2,264,986.8681'

East: 6,253,290.0213'

Perimeter: 1,441.99'

Area: 20,718.21 Sq.Ft.

Error Closure: 0.0079

Course: S88°13'50"W

Error North : -0.00024

East: -0.00790

Precision 1: 182,531.65

ATTACHMENT 3

Grant of Easement, Western Municipal Water District

Sewer Easement

Recording requested by:

When recorded mail to:

Western Municipal Water District
14205 Meridian Pkwy.
Riverside, CA 92518

(Gov't Code 6103)

No tax due (Grantee is a public agency)

I.D. ME Western Record No. _____
Parcel No. 11

GRANT OF EASEMENT

For valuable consideration, The March Joint Powers Authority, a joint powers authority established under the laws of the State of California, Grantor, hereby grants to WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, Grantee, its successors and assigns, an easement and right-of-way in, over, upon, under and across the lands hereinafter described to construct, reconstruct, install, replace, remove, repair, alter, operate, maintain, inspect and utilize a pipeline or pipelines, facilities and structures for all purposes, together with any easement roads and appurtenances within the right-of-way including, but not limited to, cables for communication purposes, and for the ingress and egress throughout the entire easement and right-of-way in connection with the exercise of any of the foregoing rights. The property subject to this easement is located in the County of Riverside, State of California, described as follows:

See attached Legal Description, Exhibit "A" and Plat Map, Exhibit "B".

Grantor, and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of Grantee.

Grantor, and his successors and assigns, further agree that no trees, buildings, fences, walls, or structures of any kind, shall be installed, constructed, erected, placed, planted on any portion of the easement and right-of-way. Grantor, and his successors and assigns, further agree that no changes in the alignment or grading of any road constructed within the easement and

right-of-way will be made without the prior written consent of the Grantee. Grantee shall

have the right to access said easement and the right to construct and utilize an access road within said easement, and to use gates in all fences which cross said easement; and to trim, cut down or clear away any trees and brush whenever in Grantee's judgment it is necessary for the convenient and safe exercise of the rights hereby granted. No additional fences or gates can be constructed across said easement unless approved in writing by Grantee. Grantee shall also have the right to mark the location of said easement in a manner which will not interfere with Grantor's reasonable and lawful use of said easement.

This instrument shall be binding upon and inure to the benefit of the successor and assigns of Grantor.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____.

GRANTOR:

MARCH JOINT POWERS AUTHORITY,
a joint powers authority established under the laws of the State of California

By: _____

Print Name

Print Title

Attached: Exhibit "A" and Exhibit "B"

EXHIBIT "A"
SEWER EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 11 AS SHOWN BY RECORD OF SURVEY FOUND IN BOOK 110 OF RECORDS OF SURVEY, AT PAGES 30 THROUGH 40, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 11, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PERMANENT EASEMENT DEED TO THE METROPOLITAN WATER DISTRICT RECORDED JUNE 26, 2009 AS DOCUMENT NO. 2009-0326343, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 11 NORTH 19°22'43" WEST, A DISTANCE OF 527.03 FEET TO A POINT THEREON;

THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 70°37'17" EAST, A DISTANCE OF 97.00 FEET FOR THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 70°37'17" EAST A DISTANCE OF 14.50 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 111.50 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID SOUTHWESTERLY LINE OF PARCEL 11;

THENCE SOUTH 19°22'43" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 247.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 276.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 70°43'25", AN ARC DISTANCE OF 341.30 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHERLY 115.50 FEET, MEASURED AT A RIGHT ANGLE, FROM THE SOUTHERLY LINE OF SAID PARCEL 11;

THENCE NORTH 89°53'52" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1427.59 FEET;

THENCE SOUTH 80°26'21" EAST, A DISTANCE OF 269.53 FEET;

THENCE NORTH 77°29'21" EAST, A DISTANCE OF 15.02 FEET;

THENCE NORTH 89°41'47" EAST, A DISTANCE OF 49.09 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 11;

THENCE SOUTH 30°06'29" EAST, A DISTANCE OF 34.63 FEET TO A POINT THEREON, SAID POINT BEING NORTH 30°06'29" WEST 175.14 FEET FROM THE SOUTHEASTERLY CORNER OF SAID PARCEL 11;

THENCE LEAVING SAID EASTERLY LINE SOUTH 89°51'31" WEST, A DISTANCE OF 103.22 FEET;

THENCE NORTH 80°26'21" WEST, A DISTANCE OF 194.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 45°48'47" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 55°18'16", AN ARC DISTANCE OF 106.18 FEET;

THENCE SOUTH 80°30'31" WEST, A DISTANCE OF 60.51 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°23'20", AN ARC DISTANCE OF 16.39 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE NORTHERLY 97.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID SOUTHERLY LINE OF PARCEL 11;


THENCE SOUTH 89°53'52" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1305.22 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 291.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 70°43'25", AN ARC DISTANCE OF 359.20 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 97.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID SOUTHWESTERLY LINE OF PARCEL 11;

THENCE NORTH 19°22'43" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 251.68 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.02 ACRE, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF. PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

07/14/21

Date

PREPARED BY: LB CHECKED BY: mf

Page 2 of 2



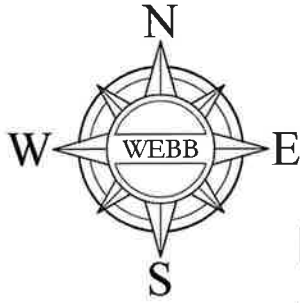


EXHIBIT "B"
SEWER EASEMENT
INDEX SHEET

26 25
35 36

APN 294-180-008

APN 294-180-038

MWD PERMANENT PIPELINE
EASEMENT REC. 06/26/2009
DOC #2009-0326343, O.R.

INTERSTATE HWY 215
RS 140/47

SEE SHEET 2

SEE SHEET 3

SEWER EASEMENT
(1.02 AC±)
TO WMWD

RS 140/47



MWD PERMANENT PIPELINE
EASEMENT REC. 06/26/2009
DOC. #2009-0326343, O.R.

DATE: 07/14/21

SEC. 35 & 36, T3S, R4W, SBM

ALBERT A.
WEBB
ASSOCIATES

WESTERN MUNICIPAL WATER DISTRICT

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EASEMENT\19-0256-SEWER-ESMNT.dwg 7/14/2021 12:40 AM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 3

W.O.
19-0256

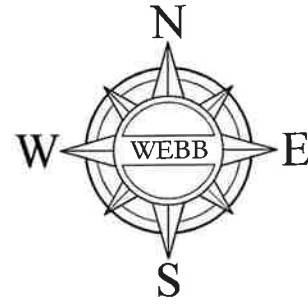
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DRWN BY LB
CHKD BY MJ

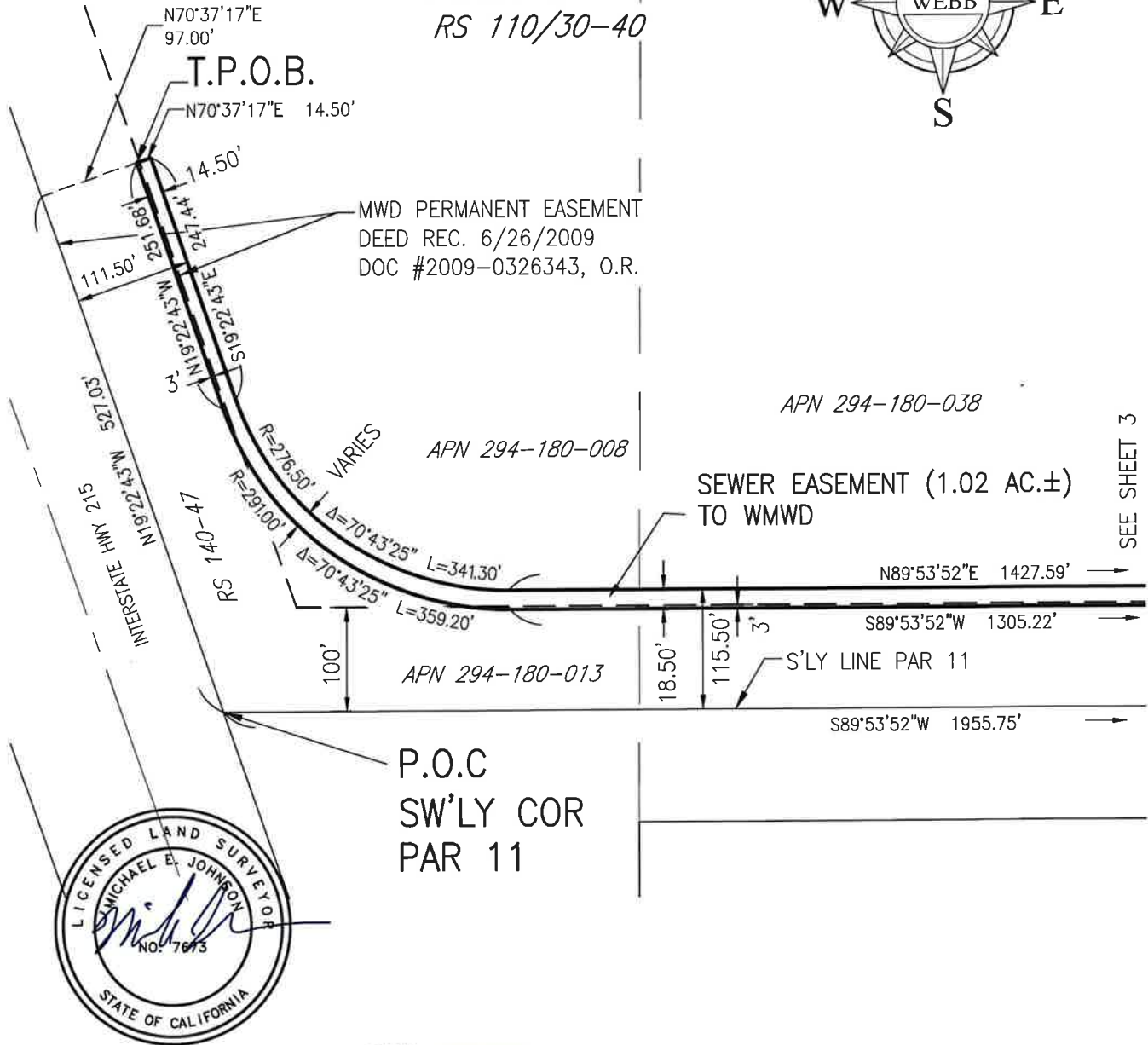
DATE 5/14/21
DATE

SUBJECT: SEWER EASEMENT

EXHIBIT "B"
SEWER EASEMENT



PARCEL 11
RS 110/30-40



SEC. 35 & 36, T3S, R4W, SBM DATE: 07/14/21



WESTERN MUNICIPAL WATER DISTRICT

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ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 2 OF 3

W.O.
19-0256

SCALE: 1"=150' DRWN BY LB DATE 5/14/21
CHKD BY MJ DATE _____ SUBJECT: SEWER EASEMENT

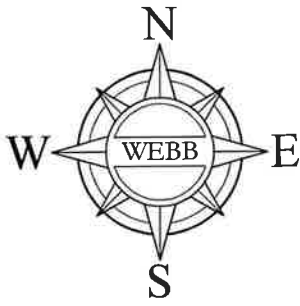
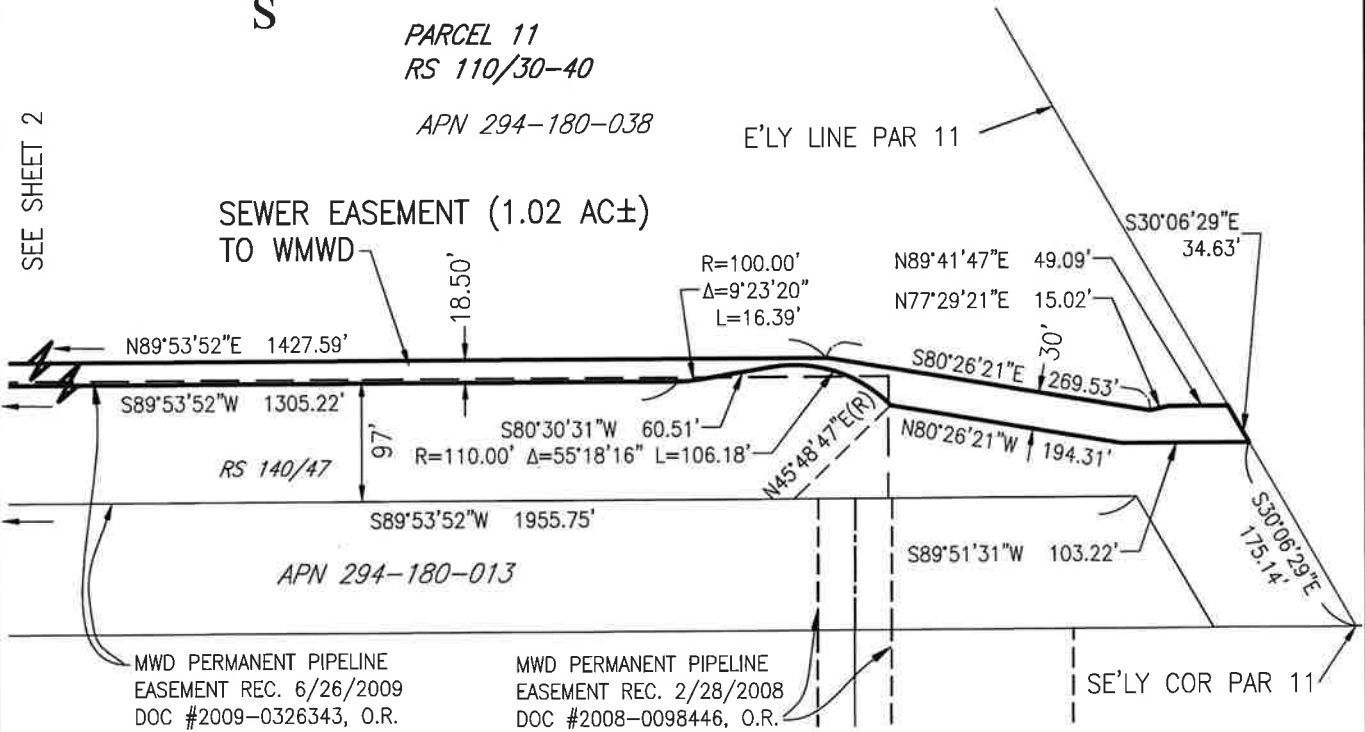


EXHIBIT "B"
SEWER EASEMENT

PARCEL 11
RS 110/30-40
APN 294-180-038

SEE SHEET 2

SEWER EASEMENT (1.02 AC±)
TO WMWD



MWD PERMANENT PIPELINE
EASEMENT REC. 6/26/2009
DOC #2009-0326343, O.R.

MWD PERMANENT PIPELINE
EASEMENT REC. 2/28/2008
DOC #2008-0098446, O.R.



SEC. 35 & 36, T3S, R4W, SBM DATE: 07/14/21



WESTERN MUNICIPAL WATER DISTRICT

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ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 3 OF 3

W.O.
19-0256

SCALE: 1"=100'

DRWN BY LB DATE 5/14/21
CHKD BY MJ DATE

SUBJECT: SEWER EASEMENT

Parcel Map Check Report

Date: 7/13/2021 11:37:02 PM

Parcel Name: Boundary

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,261,811.1856'

East:6,256,031.7967'

Segment# 1: Curve

Length: 22.20'

Radius: 110.00'

Delta: 11°33'51"

Tangent: 11.14'

Chord: 22.16'

Course: N49°58'08"W

Course In: S45°48'47"W

Course Out: N34°14'56"E

RP North: 2,261,734.5154'

East: 6,255,952.9191'

End North: 2,261,825.4415'

East: 6,256,014.8259'

Segment# 2: Curve

Length: 83.98'

Radius: 110.00'

Delta: 43°44'25"

Tangent: 44.15'

Chord: 81.95'

Course: N77°37'16"W

Course In: S34°14'56"W

Course Out: N9°29'28"W

RP North: 2,261,734.5154'

East: 6,255,952.9191'

End North: 2,261,843.0097'

East: 6,255,934.7807'

Segment# 3: Line

Course: S80°30'31"W

Length: 60.51'

North: 2,261,833.0316'

East: 6,255,875.0991'

Segment# 4: Curve

Length: 16.39'

Radius: 100.00'

Delta: 9°23'20"

Tangent: 8.21'

Chord: 16.37'

Course: S85°12'11"W

Course In: N9°29'29"W

Course Out: S0°06'08"E

RP North: 2,261,931.6626'

East: 6,255,858.6091'

End North: 2,261,831.6628'

East: 6,255,858.7875'

Segment# 5: Line	
Course: S89°53'52"W	Length: 1,305.22'
North: 2,261,829.3341'	East: 6,254,553.5696'
Segment# 6: Curve	
Length: 359.20'	Radius: 291.00'
Delta: 70°43'25"	Tangent: 206.51'
Chord: 336.83'	Course: N54°44'26"W
Course In: N0°06'08"W	Course Out: S70°37'17"W
RP North: 2,262,120.3337'	East: 6,254,553.0504'
End North: 2,262,023.7773'	East: 6,254,278.5366'
Segment# 7: Line	
Course: N19°22'43"W	Length: 251.68'
North: 2,262,261.1987'	East: 6,254,195.0269'
Segment# 8: Line	
Course: N70°37'17"E	Length: 14.50'
North: 2,262,266.0100'	East: 6,254,208.7054'
Segment# 9: Line	
Course: S19°22'43"E	Length: 247.44'
North: 2,262,032.5883'	East: 6,254,290.8082'
Segment# 10: Curve	
Length: 341.30'	Radius: 276.50'
Delta: 70°43'25"	Tangent: 196.22'
Chord: 320.04'	Course: S54°44'26"E
Course In: N70°37'17"E	Course Out: S0°06'08"E
RP North: 2,262,124.3335'	East: 6,254,551.6436'
End North: 2,261,847.8339'	East: 6,254,552.1369'
Segment# 11: Line	
Course: N89°53'52"E	Length: 1,427.59'
North: 2,261,850.3809'	East: 6,255,979.7246'
Segment# 12: Line	
Course: S80°26'21"E	Length: 269.53'

North: 2,261,805.6134'

East: 6,256,245.5108'

Segment# 13: Line

Course: N77°29'21"E

North: 2,261,808.8671'

Length: 15.02'

East: 6,256,260.1741'

Segment# 14: Line

Course: N89°41'47"E

North: 2,261,809.1272'

Length: 49.09'

East: 6,256,309.2634'

Segment# 15: Line

Course: S30°06'29"E

North: 2,261,779.1695'

Length: 34.63'

East: 6,256,326.6350'

Segment# 16: Line

Course: S89°51'31"W

North: 2,261,778.9147'

Length: 103.22'

East: 6,256,223.4153'

Segment# 17: Line

Course: N80°26'21"W

North: 2,261,811.1886'

Length: 194.31'

East: 6,256,031.8043'

Perimeter: 4,795.80'

Error Closure: 0.0081

Error North : 0.00298

Area: 44,453.55Sq.Ft. / 1.02 Ac.

Course: N68°25'46"E

East: 0.00754

Precision 1: 592,075.31

ATTACHMENT 4

Grant of Easement, Western Municipal Water District

Fire Service Easement

Recording requested by:

When recorded mail to:

Western Municipal Water District
14205 Meridian Pkwy.
Riverside, CA 92518

(Gov't Code 6103)

No tax due (Grantee is a public agency)

I.D. ME Western Record No. _____
Parcel No. 11

GRANT OF EASEMENT

For valuable consideration, The March Joint Powers Authority, a joint powers authority established under the laws of the State of California, Grantor, hereby grants to WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, Grantee, its successors and assigns, an easement and right-of-way in, over, upon, under and across the lands hereinafter described to construct, reconstruct, install, replace, remove, repair, alter, operate, maintain, inspect and utilize a pipeline or pipelines, facilities and structures for all purposes, together with any easement roads and appurtenances within the right-of-way including, but not limited to, cables for communication purposes, and for the ingress and egress throughout the entire easement and right-of-way in connection with the exercise of any of the foregoing rights. The property subject to this easement is located in the County of Riverside, State of California, described as follows:

See attached Legal Description, Exhibit "A" and Plat Map, Exhibit "B".

Grantor, and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of Grantee.

Grantor, and his successors and assigns, further agree that no trees, buildings, fences, walls, or structures of any kind, shall be installed, constructed, erected, placed, planted on any portion of the easement and right-of-way. Grantor, and his successors and assigns, further agree that no changes in the alignment or grading of any road constructed within the easement and

right-of-way will be made without the prior written consent of the Grantee. Grantee shall

have the right to access said easement and the right to construct and utilize an access road within said easement, and to use gates in all fences which cross said easement; and to trim, cut down or clear away any trees and brush whenever in Grantee's judgment it is necessary for the convenient and safe exercise of the rights hereby granted. No additional fences or gates can be constructed across said easement unless approved in writing by Grantee. Grantee shall also have the right to mark the location of said easement in a manner which will not interfere with Grantor's reasonable and lawful use of said easement.

This instrument shall be binding upon and inure to the benefit of the successor and assigns of Grantor.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____.

GRANTOR:

MARCH JOINT POWERS AUTHORITY,
a joint powers authority established under the laws of the State of California

By: _____

Print Name

Print Title

Attached: Exhibit "A" and Exhibit "B"

EXHIBIT "A"
FIRE SERVICE EASEMENT
LEGAL DESCRIPTION

PARCEL 1

BEING A PORTION OF PARCEL 11 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 110 OF RECORDS OF SURVEY, AT PAGES 30 THROUGH 40, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 11;

THENCE NORTH 19° 22'43" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 11, A DISTANCE OF 3233.48 FEET TO A POINT THEREON;

THENCE LEAVING SAID LINE, NORTH 70°37'17" EAST, AT A RIGHT ANGLE, A DISTANCE OF 100.64 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING NORTH 70°37'17" EAST 0.64 FOOT FROM THE NORTHEASTERLY LINE OF THAT CERTAIN PERMANENT EASEMENT DEED-PIPELINE GRANTED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JUNE 26, 2009 AS DOCUMENT NO 2009-0326343, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 4951.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 72°31'05" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0°06'57", AN ARC DISTANCE OF 10.00 FEET;

THENCE NORTH 72°55'19" EAST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 4941.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 72°55'19" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°06'57", AN ARC DISTANCE OF 10.00 FEET;

THENCE SOUTH 72°55'19" WEST, A DISTANCE OF 10.00 FEET TO THE GTRUE POINT OF BEGINNING.

CONTAINING 100.00 SQUARE FEET, MORE OR LESS.

PARCEL 2

BEING A PORTION OF PARCEL 11 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 110 OF RECORDS OF SURVEY, AT PAGES 30 THROUGH 40, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 11;

THENCE NORTH 89°53'52" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 11, A DISTANCE OF 814.32 FEET TO A POINT THEREON;

THENCE LEAVING SAID LINE, NORTH 0°06'08" WEST, AT A RIGHT ANGLE, A DISTANCE OF 97.00 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING NORTH 0°06'08" WEST 3.00 FEET FROM THE NORTHERLY LINE OF THAT CERTAIN PERMANENT EASEMENT DEED-PIPELINE GRANTED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JUNE 26, 2009 AS DOCUMENT NO 2009-0326343, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 0°06'08" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 89°53'52" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 0°06'08" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89°53'52" WEST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 100.00 SQUARE FEET, MORE OR LESS.

PARCEL 3

BEING A PORTION OF PARCEL 11 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 110 OF RECORDS OF SURVEY, AT PAGES 30 THROUGH 40, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 11;

THENCE NORTH 89°53'52" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 11, A DISTANCE OF 1512.78 FEET TO A POINT THEREON;

Page 2 of 4

THENCE LEAVING SAID LINE, NORTH 0°06'08" WEST, AT A RIGHT ANGLE, A DISTANCE OF 97.00 FEET FOR THE **TRUE POINT OF BEGINNING**, SAID POINT BEING NORTH 0°06'08" WEST 3.00 FEET FROM THE NORTHERLY LINE OF THAT CERTAIN PERMANENT EASEMENT DEED-PIPELINE GRANTED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JUNE 26, 2009 AS DOCUMENT NO 2009-0326343, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 0°06'08" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 89°53'52" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 0°06'08" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89°53'52" WEST, A DISTANCE OF 10.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 100.00 SQUARE FEET, MORE OR LESS.

PARCEL 4

BEING A PORTION OF PARCEL 11 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 110 OF RECORDS OF SURVEY, AT PAGES 30 THROUGH 40, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 11;

THENCE NORTH 89°53'52" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 11, A DISTANCE OF 1531.64 FEET TO A POINT THEREON;

THENCE LEAVING SAID LINE, NORTH 0°06'08" WEST, AT A RIGHT ANGLE, A DISTANCE OF 97.00 FEET FOR THE **TRUE POINT OF BEGINNING**, SAID POINT BEING NORTH 0°06'08" WEST 3.00 FEET FROM THE NORTHERLY LINE OF THAT CERTAIN PERMANENT EASEMENT DEED-PIPELINE GRANTED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JUNE 26, 2009 AS DOCUMENT NO 2009-0326343, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 0°06'08" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 89°53'52" EAST, A DISTANCE OF 10.00 FEET;

Page 3 of 4


THENCE SOUTH 0°06'08" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89°53'52" WEST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 100.00 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

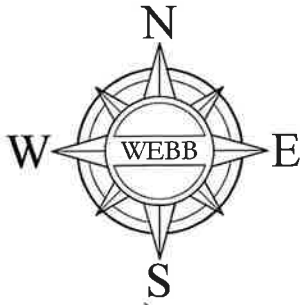
10/18/21

Date

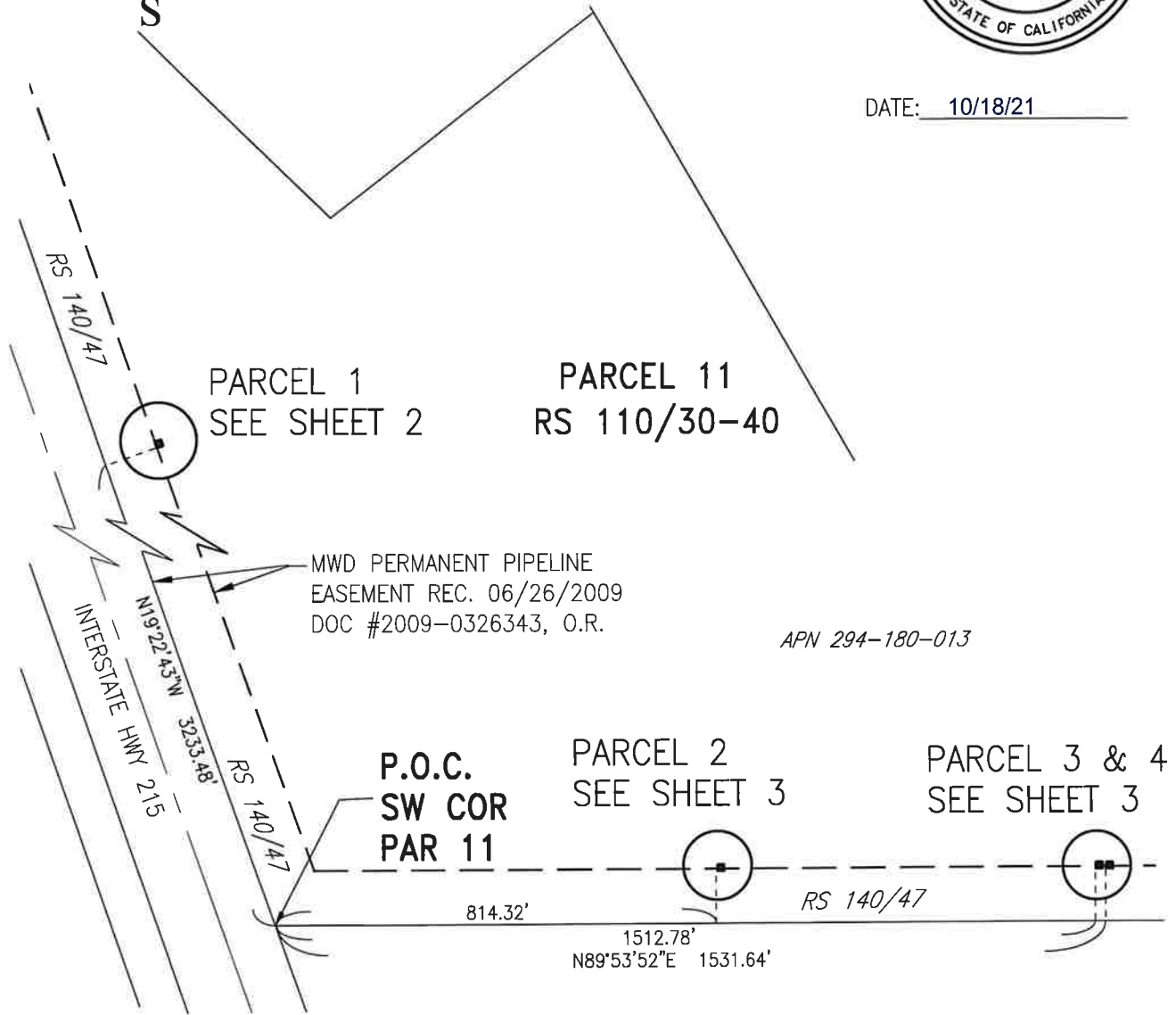


PREPARED BY: LB
CHECKED BY:

EXHIBIT "B"
FIRE SERVICE EASEMENT
INDEX SHEET



DATE: 10/18/21



SEC. 26 & 36, T3S, R4W, SBM



WESTERN MUNICIPAL WATER DISTRICT

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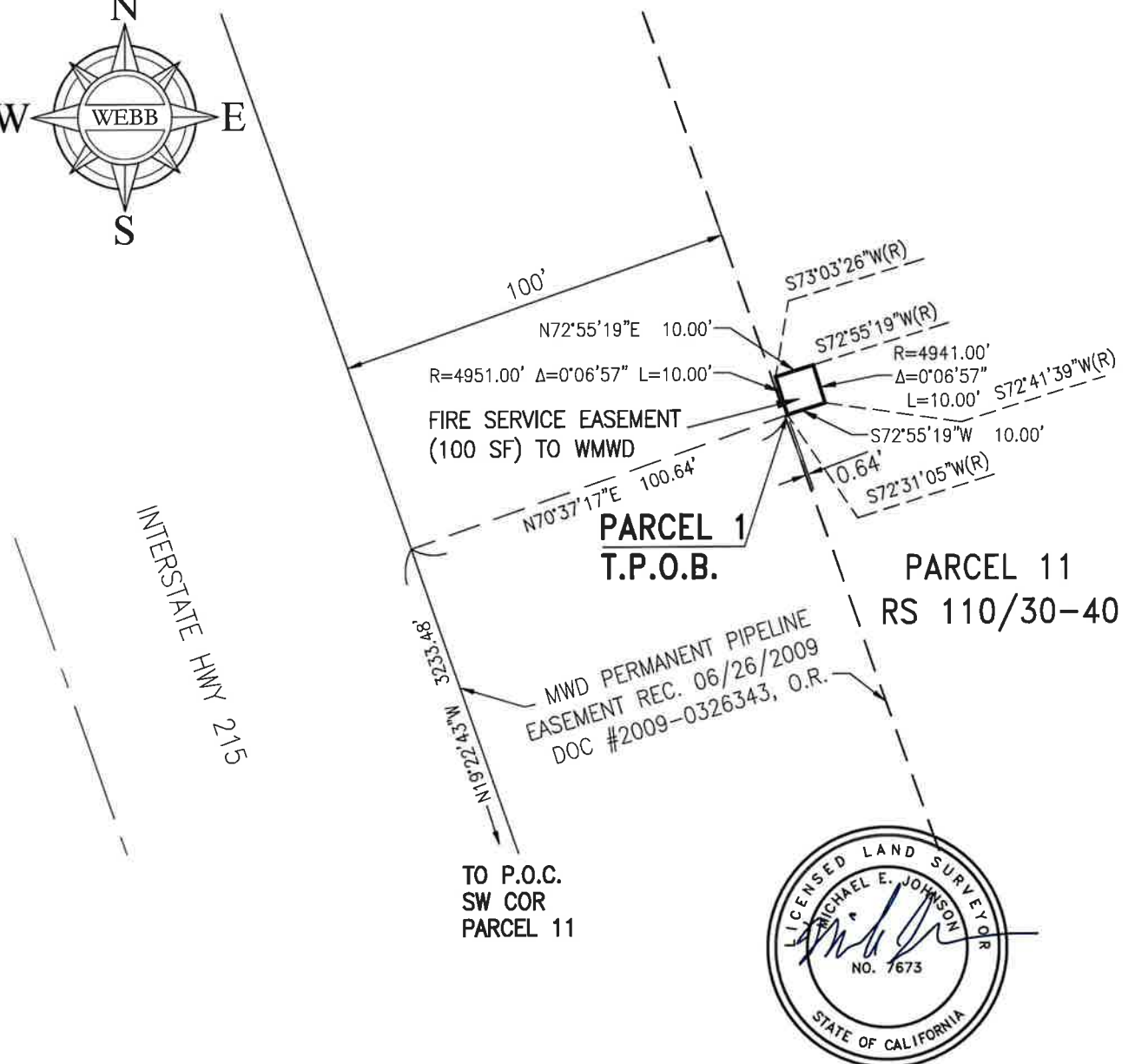
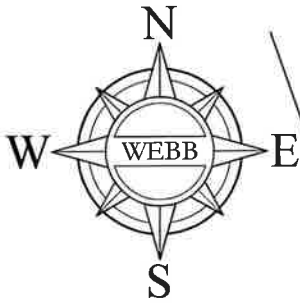
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 3

W.O.
19-0256

SCALE: NTS DRWN BY LB DATE 10/1/21 SUBJECT: FIRE SERVICE EASEMENT
 CHKD BY mg DATE 10/18/21

EXHIBIT "B"
SEWER EASEMENT



SEC. 26 & 36, T3S, R4W, SBM

DATE: 10/18/21

ALBERT A.
WEBB
ASSOCIATES

WESTERN MUNICIPAL WATER DISTRICT

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 2 OF 3

W.O.
19-0256

SCALE: 1"=40'

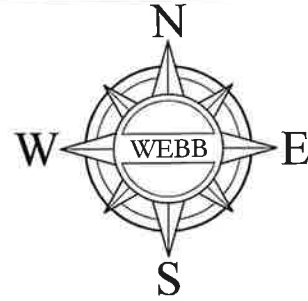
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CHKD BY MJ

DATE 10/1/21
DATE 10/18/21

SUBJECT: FIRE SERVICE EASEMENT



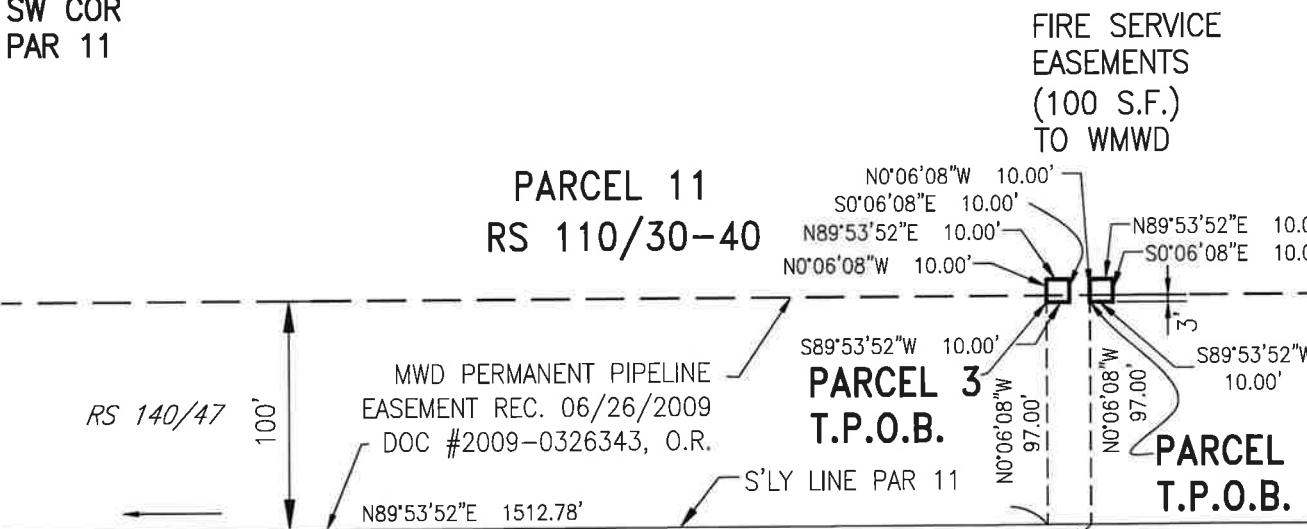
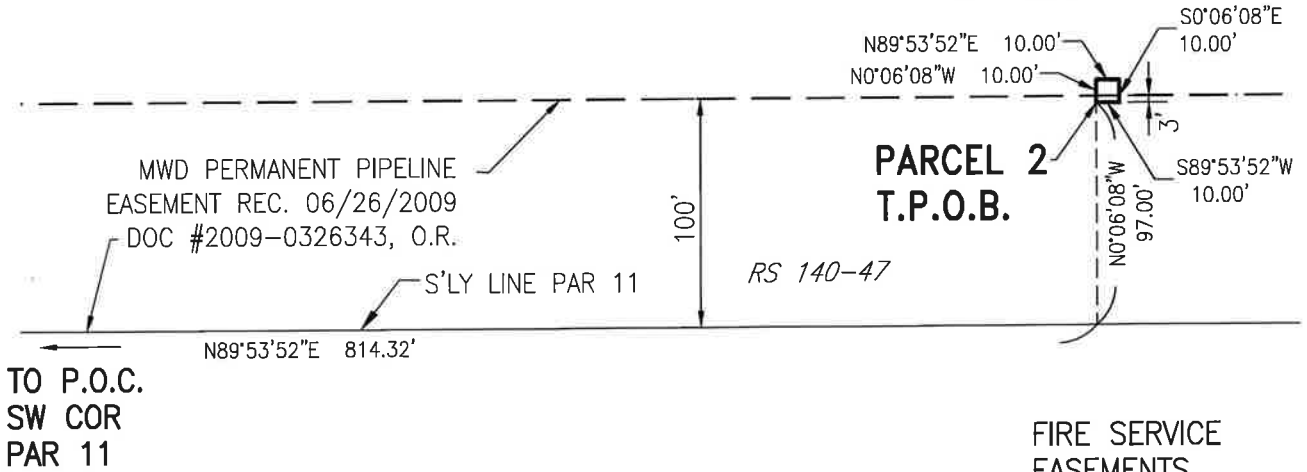
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FIRE SERVICE EASEMENT



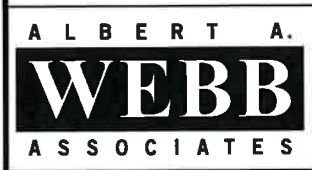
DATE: 10/18/21

PARCEL 11
RS 110/30-40

FIRE SERVICE EASEMENT
(100 S.F.)
TO WMWD



SEC. 25 & 36, T3S, R4W, SBM



WESTERN MUNICIPAL WATER DISTRICT

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT. SHEET 3 OF 3 W.O. 19-0256

SCALE: 1"=80' DRWN BY LB DATE 10/1/21 CHKD BY MJ DATE 10/18/21 SUBJECT: FIRE SERVICE EASEMENT

Parcel Map Check Report

Parcel Name: N'LY WMWD ESMNT – PARCEL 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,264,818.4624'

East:6,253,309.9915'

Segment# 1: Line

Course: S72°55'19"W

Length: 10.00'

North: 2,264,815.5256'

East: 6,253,300.4324'

Segment# 2: Curve

Length: 10.00'

Radius: 4,951.00'

Delta: 0°06'57"

Tangent: 5.00'

Chord: 10.00'

Course: N17°08'09"W

Course In: N72°48'22"E

Course Out: S72°55'19"W

RP North: 2,266,279.0717'

East: 6,258,030.1717'

End North: 2,264,825.0906'

East: 6,253,297.4833'

Segment# 3: Line

Course: N72°55'19"E

Length: 10.00'

North: 2,264,828.0274'

East: 6,253,307.0424'

Segment# 4: Curve

Length: 10.00'

Radius: 4,941.00'

Delta: 0°06'57"

Tangent: 5.00'

Chord: 10.00'

Course: S17°08'10"E

Course In: N72°55'19"E

Course Out: S72°48'22"W

RP North: 2,266,279.0717'

East: 6,258,030.1717'

End North: 2,264,818.4817'

East: 6,253,309.9855'

Perimeter: 40.00'

Area: 100.00Sq.Ft.

Error Closure: 0.0202

Course: N17°08'10"W

Error North : 0.01932

East: -0.00596

Precision 1: 1,980.20

Parcel Name: N'LY WMWD ESMNT – PARCEL 2

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,261,830.2942' East:6,255,092.5378'

Segment# 1: Line

Course: N0°06'08"W Length: 10.00'

North: 2,261,840.2942' East: 6,255,092.5199'

Segment# 2: Line

Course: N89°53'52"E Length: 10.00'

North: 2,261,840.3121' East: 6,255,102.5199'

Segment# 3: Line

Course: S0°06'08"E Length: 10.00'

North: 2,261,830.3121' East: 6,255,102.5377'

Segment# 4: Line

Course: S89°53'52"W Length: 10.00'

North: 2,261,830.2942' East: 6,255,092.5378'

Perimeter: 40.00' Area: 100.00Sq.Ft.

Error Closure: 0.0000 Course: N0°00'00"E

Error North : 0.00000 East: 0.00000

Precision 1: 40,000,000.00

Parcel Name: N'LY WMWD ESMNT – PARCEL 3

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,261,831.5417' East:6,255,790.9969'

Segment# 1: Line

Course: N0°06'08"W Length: 10.00'

North: 2,261,841.5417' East: 6,255,790.9791'

Segment# 2: Line

Course: N89°53'52"E
North: 2,261,841.5596'

Length: 10.00'
East: 6,255,800.9791'

Segment# 3: Line

Course: S0°06'08"E
North: 2,261,831.5596'

Length: 10.00'
East: 6,255,800.9969'

Segment# 4: Line

Course: S89°53'52"W
North: 2,261,831.5417'

Length: 10.00'
East: 6,255,790.9969'

Perimeter: 40.00'

Error Closure: 0.0000
Error North : 0.00000

Area: 100.00Sq.Ft.
Course: N0°00'00"E
East: 0.00000

Precision 1: 40,000,000.00

Parcel Name: N'LY WMWD ESMNT – PARCEL 4

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,261,831.5754'

East:6,255,809.8526'

Segment# 1: Line

Course: N0°06'08"W
North: 2,261,841.5754'

Length: 10.00'
East: 6,255,809.8348'

Segment# 2: Line

Course: N89°53'52"E
North: 2,261,841.5932'

Length: 10.00'
East: 6,255,819.8347'

Segment# 3: Line

Course: S0°06'08"E
North: 2,261,831.5933'

Length: 10.00'
East: 6,255,819.8526'

Segment# 4: Line

Course: S89°53'52"W

North: 2,261,831.5754'

Length: 10.00'

East: 6,255,809.8526'

Perimeter: 40.00'

Error Closure: 0.0000

Error North : 0.00000

Area: 100.00Sq.Ft.

Course: N0°00'00"E

East: 0.00000

Precision 1: 40,000,000.00

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (11)

Meeting Date: April 12, 2023

Action: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SEYFARTH SHAW LLP, FOR SPECIAL LEGAL SERVICES AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Motion: Move to approve a Professional Services Agreement with Seyfarth Shaw LLP for special legal services and authorize the Executive Director to execute the agreement.

Background:

On February 8, 2023, the Commission approved a short form agreement with Seyfarth Shaw LLP, for special counsel services related to real property and other negotiations on behalf of the March Joint Powers Authority – Successor Agency, pursuant to the Authority’s procurement, purchasing and contracting policy. Special legal services focus on activities associated with the March JPA’s northeast corner and implementation of agreements pertaining to former RDA properties south of Cactus Avenue, west of Heacock Street and North of N Street near the City of Moreno Valley. As property negotiations are ongoing, and the short form has expired, staff proposes an extension of the short-form agreement through the approval of a professional services agreement with Seyfarth Shaw, LLP, for continued legal support on matters pertaining to the JPA’s northeast corner. Staff recommends approval of a professional services agreement that maintains the existing scope while extending the agreement timeline and authorize the Executive Director to execute the agreement.

Attachment: Seyfarth Shaw LLP, Professional Services Agreement

Attachment 1

Seyfarth Shaw LLP, Professional Services Agreement

**MARCH JOINT POWERS AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of April, 2023, 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, CA 92518 State of California ("MJPA") and Seyfarth Shaw LLP, a professional law firm, with its principal place of business at 601 South Figueroa Street, Suite 3300, Los Angeles, California 90017-5793 ("Vendor"). MJPA and Vendor 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 special legal services pertaining to March LifeCare campus project ("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 April 12, 2023 to April 12, 2025, 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: Maya Mouawad.

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 Maya Mouawad, or his/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 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 Fifteen Thousand dollars and no cents (\$15,000) 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 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to

the fullest extent required by law. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Authority. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant 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 Worker's 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.

3.5 Accounting Records.

3.5.1 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.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 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.

3.6.1.2 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.

3.6.1.3 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.

3.6.2 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: Seyfarth Shaw LLP
601 South Figueroa Street
Suite 3300
Los Angeles, CA. 90017-5793
ATTN: Dana Treister, Partner

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.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 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.

3.6.3.2 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.

3.6.3.3 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.

3.6.3.4 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.

3.6.3.5 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.

3.6.3.6 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.

3.6.4 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.

3.6.5 Indemnification.

3.6.5.1 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.

3.6.5.2 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.

3.6.6 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.

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

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

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

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

3.6.11 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.

3.6.12 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.

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

3.6.14 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.

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

3.6.16 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.

3.6.17 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.

3.6.18 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.

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

3.6.20 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 SEYFARTH SHAW LLP**

MARCH JOINT POWERS AUTHORITY

SEYFARTH SHAW LLP

By: _____
Grace I. Martin, DPPD
Executive Director

By: _____
Dana Treister
Partner

Attest:

Authority Clerk

EXHIBIT "A"

SCOPE OF SERVICES LIMITED TO MARCH LIFECARE CAMPUS PROJECT

(SEE ATTACHED)



Seyfarth Shaw LLP
601 South Figueroa Street
Suite 3300
Los Angeles, California 90017-5793
T (213) 270-9600
F (213) 270-9601

dtreister@seyfarth.com
T (213) 270-9723

www.seyfarth.com

February 6, 2023

VIA E-MAIL

Grace I. Martin, DPPD
Executive Director
14205 Meridian Parkway, Suite 140
Riverside, CA. 92518
Email: martin@marchjpa.com
Re: Agreement for Provision of Legal Services to March Joint Powers Authority

Dear Dr. Martin:

Thank you for selecting Seyfarth Shaw LLP ("Seyfarth" or the "Firm") to represent March Joint Powers Authority (the "the Authority"). We appreciate the opportunity to represent the Authority. This letter and the enclosed Standard Terms of Engagement for Legal Services describe the basis on which our Firm will provide legal services to the Authority in this matter as well as in any future matters we agree to undertake for the Authority except to the extent otherwise agreed to in writing. Please review both and let me know if you have any questions about them.

Client and Scope of Engagement

Seyfarth will provide legal services to the Authority in connection with the March LifeCare Campus development, including litigation, if any, related thereto. ("the March LifeCare Campus Project Matter"). We have agreed that our engagement is limited to performance of services related to the March LifeCare Campus Project Matter. This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by, and will represent, the Authority, and not any other person or entity, including directors, officers, employees, or affiliated entities of the Authority. Accordingly, our representation of the Authority in this matter will not give rise to any conflict of interest if other clients of the Firm are or become adverse to any of the Authority's corporate affiliates or subsidiaries.

Because we are not the Authority's general counsel, our acceptance of this engagement does not involve undertaking to represent the Authority or its interests in any other matter. Our representation of the Authority does not extend to providing business advice, including advice about any business implications of this engagement. In addition, our engagement does not include responsibility for insurance coverage issues or disputes, including such matters as review of the Authority's insurance policies to determine applicability of coverage or claims notification, unless we specifically agree in writing to advise on this issue. It is further agreed that this engagement does not extend to providing advice or information to the Authority about its disclosure obligations, if any, or its obligations, as a governmental or quasi-governmental entity, to disclose or make public certain information, under applicable regulations or rules.

Fees

Our fees for this engagement will be provided at a rate equal to ten percent (10%) less than our discounted rates, not to exceed \$20,000 for our pre-litigation services, including reviewing relevant documents, preparing and presenting a risk assessment and strategy to the Authority, drafting either a letter of termination of the Disposition and Development Agreement (or an extension, if that's what the Authority decides), and attending up to 4 hours of meetings with the Authority by Zoom or in person (as requested). Should litigation ensue, our fees to defend the Authority will be based upon the hourly billing rates in effect at the time of service for each attorney and paralegal who devotes time to your service. My billing rate for this matter will be \$930 per hour, and Maya Mouawad's billing rate for this matter will be \$495 per hour. We record our time in units of one-tenth of an hour. We typically adjust our rates annually in January of each year, and you agree to be bound by those adjustments, which will be reflected on our statement for January legal services.

We request that the Authority deliver to us a retainer in the amount of \$10,000. The funds will be held in our client trust account as security for the payment of fees and expenses and will be applied to our invoices at the end of the matter. Any remaining funds will be returned to the Authority upon termination of our representation of the Authority. We reserve the right to apply any portion of the retainer to satisfy any invoice not paid when due, and to discontinue our representation of the Authority until the Authority restores the retainer in full. We also reserve the right to require the Authority to increase the retainer should it prove insufficient in view of the services to be rendered.

Future Conflicts Waiver

The Firm has offices throughout the United States and overseas and represents many other companies and individuals. Because many of our clients interact with other clients of our Firm in many different respects, we often are in a position to undertake new matters only because our clients have consented to and waived any conflict. You agree that we may undertake to represent in the future, existing or new clients in any matter that is not substantially related to our work for the Authority even if the interests of such clients in those other matters are directly adverse to the Authority. A non-exclusive list of such matters includes corporate transactions, real estate transactions, financings, negotiation of contracts, labor, employment and employee benefits advice, and the acquisition, perfection or protection of rights under trademark, patent or copyright laws. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentences shall not apply to representing a party adverse to the Authority in litigation, or in any instance where, as a result of our representation of the Authority, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used by that client to the Authority's disadvantage. In addition, you agree that we may identify the Authority as a client and disclose the nature of our engagement(s) to other clients and potential clients for the limited purpose of seeking waivers of conflicts of interest. We agree, however, that your consent to this disclosure shall not apply in any instance in which the revealed information would compromise the Authority's attorney-client privilege or otherwise result in prejudice to the Authority.

Data Storage

Seyfarth hosts many of its services in firm-managed private secured data centers. These secure data centers are managed consistent with applicable data protection laws and requirements and

have been audited and certified by independent auditors. Seyfarth also leverages third party service providers (Azure, AWS, Salesforce, etc.) that provide cloud-based services, in order to facilitate the provision of legal services to you. We have reviewed the security of these third-party vendors, including the vendors' terms of use, policies, procedures and practices, and implemented, where necessary, additional safeguards.

Conclusion of Representation

Either the Authority or we may terminate our representation of the Authority at any time for any reason, subject on our part to the applicable Rules of Professional Conduct. Unless terminated earlier, our representation of the Authority and our attorney-client relationship will terminate automatically upon completion of the work for which you have engaged the Firm.

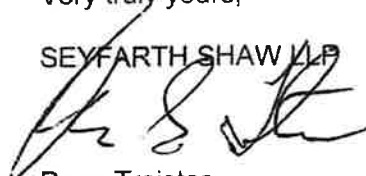
After the conclusion of this matter, you agree to cooperate in any return by Seyfarth of the Authority's papers and property. Because of the expense associated with records storage, you agree that Seyfarth may destroy electronic and hard-copy records concerning the matter without further notice ten (10) years after the matter has concluded.

If the terms described above and in the enclosed Standard Terms of Engagement for Legal Services are satisfactory, please sign and return this letter to me or reply to the email transmitting this letter indicating that you agree to its terms. Please note, however, that your instructing us or continuing to instruct us on this matter constitutes your agreement to and acceptance of the terms of this letter.

Please do not hesitate to contact me if you have any questions. We look forward to working with you.

Very truly yours,

SEYFARTH SHAW LLP

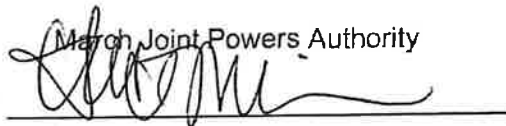

Dana Treister

DT:ms

Encl.: Standard Terms of Engagement

Agreed: March Joint Powers Authority

By



Grace I. Martin, DPPD

Print Name and Title

Executive Director

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement or otherwise stated in our engagement letter, these terms will be an integral part of our agreement with you. Please review this statement carefully and contact us promptly if you have any questions.

SEYFARTH

Seyfarth is the collective trade name for an international affiliation of legal practices operating in the US, as well as in the UK, Australia, Hong Kong, China, and Italy ("Seyfarth Affiliates").

Seyfarth Shaw LLP is a legal entity registered in Illinois, which operates through offices across the US, and in China, while Seyfarth Shaw Australia, is an Australian multidisciplinary partnership operating in Australia. Seyfarth Shaw (UK) LLP is a limited liability partnership registered in Delaware, which operates in the UK from offices in London. Seyfarth Shaw (賽法思律師事務所) is a separate partnership operating from Hong Kong as a firm of solicitors. Seyfarth operates in Italy in association with a separate entity, Seyfarth Shaw S.T.A S.R.L., registered in Milan.

The phrases "we", "us", "our" and "the Firm" refer only to Seyfarth Shaw LLP and do not imply that your contract is with any Seyfarth Affiliate or that any such entities are in partnership together or accept responsibility for the acts or omissions of each other.

OUR WORK FOR YOU

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

WHO WILL PROVIDE THE LEGAL SERVICES

Customarily, each client of the Firm is served by a principal lawyer. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those lawyers and legal assistants who will work on your matters.

We may also engage third parties such as consultants, accountants, data analysts, contract attorneys, alternative legal service providers or Seyfarth Affiliates to support our work on your matter. When we act as your agent and on your behalf to retain the services of other Seyfarth Affiliates we will confirm if additional engagement terms are necessary given the particular circumstances. Otherwise, these terms of engagement will govern your relationship with the other Seyfarth Affiliates to the fullest possible extent. If we anticipate that substantial expenses will be incurred on your behalf, we may require you to pay the vendor directly or may require a deposit in order to cover such expenses.

As well as being authorized to disclose some of your information to our Seyfarth Affiliates where required in relation to a matter, you also acknowledge that we must share information for other purposes, including for example to enable conflict checking across the practices.

FEES AND EXPENSES

The basis on which our fees will be determined is described in the accompanying engagement letter.

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of one-quarter or one-tenth of an hour.

The hourly rates of our lawyers are adjusted annually to reflect current levels of legal experience, changes in overhead costs, and other factors.

We are often asked to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. When we furnish an estimate, it is based upon our professional judgment. Any such estimate does not establish a cap on our fees and the actual cost of the matter may be greater than the amount estimated.

In addition to fees, our bills will include out-of-pocket expenses and internal charges incurred during our representation of you. Examples of such charges include overnight courier or mail service, messenger deliveries, computerized research services, and the use of photocopy machines. Where possible, our charges for these services are measured by our actual out-of-pocket costs. We would be pleased to discuss the specific schedule of charges with you and to answer any questions that you may have. If you would prefer, in some situations we can arrange for these services to be provided by third parties with direct billing to you. In most instances we will forward an invoice of a third party directly to you for payment.

In the event the Firm is requested pursuant to subpoena or other legal process to produce any documents or to provide testimony relating to engagements for the client in judicial or administrative proceedings to which we are not a party, you agree to reimburse the Firm at standard billing rates for the professional time and expenses, including reasonable attorneys' fees, incurred in preparing for and responding to requests for documents and providing testimony.

TERMS OF PAYMENT

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payments within thirty (30) days of receiving our statement. We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and reasonable attorneys' fees.

YOUR RESPONSIBILITIES

In addition to payment of our fees and expenses, as described above, you agree to cooperate with us in the matters we are handling for you and to disclose to us fully and accurately all information known or available to you relevant to our representation or that we may otherwise request.

TERMINATION

Your termination of our services will not affect your responsibility for payment of legal services rendered and expenses incurred before termination and in connection with an orderly transition of the matter.

At the conclusion of the matter or at your written request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs, if applicable. Because of the expense associated with records storage, we reserve the right to destroy or otherwise dispose of electronic and hard copy records concerning the matter without further notification to you ten (10) years after the matter has concluded. Our own files pertaining to the matter will be retained

by the Firm. These files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

No ASSIGNMENT

By agreeing to this representation, you agree and recognize that the legal services to be furnished pursuant to this attorney-client relationship are of a unique and personal nature that gives them an intrinsic value, and therefore, by your and our agreement, may not be assigned by either party except with the prior written agreement of both parties. Any assignment made without prior written agreement is void.

FEE CONSIDERATIONS

If you disagree with the amount of our fees, please discuss your concern with your principal lawyer or with the Firm's Managing Partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you may have the right to request arbitration under supervision of the state or district bar associations in which we practice, including in New York, pursuant to Part 137 of the Rules of the Chief Administrator.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: April 12, 2023

Report: **RECEIVE AND FILE A PRESENTATION BY MARCH
ARB MISSION SUPPORT GROUP COMMANDER,
COLONEL ALAN WIEMAN**

Motion: Receive and file a presentation by March ARB Mission Support Group
Commander, Colonel Alan Wieman

Background:

Colonel Robert (Alan) Wieman is the Commander of the 452nd Mission Support Group (MSG), 452nd Air Mobility Wing (AMW), March Air Reserve Base, California. As the senior mission support officer and advisor to the wing commander, he is responsible for the daily operations of the force support, civil engineer, security forces, communications, logistics readiness, and two aerial port squadrons. Colonel Wieman also directs the bioenvironmental and public health, emergency management, contracting, and base civil engineer organizations, comprised of about 1,400 personnel and a \$100 million budget.

Colonel Wieman was commissioned in May 1992 through the United States Air Force Academy. During his 11 years in the Regular Component of the Air Force, he gained broad experience in ground transportation, aerial port operations, and Transportation Contract Management where he created and managed multi-function contracts at HQ Air Education and Training Command. In addition to this experience, he deployed to Seeb AB, Oman in 2002 where he prepared for increased operations in the Central Command Area of Responsibility. He separated from the Regular Component of the Air Force and joined the Air Force Reserve in February 2003. Colonel Wieman has served in both unit-equipped and associate units, since entering the Air Force Reserve to include leadership roles in the Aerial Port and Logistics Readiness Squadrons. Colonel Wieman also served as the Individual Mobilization Augmentee to the Logistics Panel Chair for Headquarters Air Force where he was responsible for planning and programming for the logistics portfolio of the entire Air Force, approximately \$25 billion annually. Finally, Colonel Wieman recently left his role as the Commander of the 514th Mission Support Group where they are a tenant unit, to join the 452 MSG where he now supports Air Force Reserve Command's largest host base with more than 5,000 personnel to include Air National Guard, Navy, DoD, and the Department of Homeland Security.

Attachment: Colonel Wieman's Bio



BIOGRAPHY

UNITED STATES AIR FORCE

COLONEL ROBERT (ALAN) WIEMAN

Colonel Alan Wieman is the Commander of the 452nd Mission Support Group, 452nd Air Mobility Wing, March Air Reserve Base, California. As the senior mission support officer and advisor to the wing commander, he is responsible for the daily operations of the force support, civil engineer, security forces, communications, logistics readiness, and two aerial port squadrons. Colonel Wieman also directs the bioenvironmental and public health, emergency management, contracting, and base civil engineer organizations, comprised of about 1,400 personnel and a \$100 million budget. He oversees all aspects of support for the Air Force Reserve Command's largest host base with more than 5,000 personnel to include Air National Guard, Navy, DoD, and the Department of Homeland Security.

Colonel Wieman was commissioned in May 1992 through the United States Air Force Academy. He had broad experience in both ground transportation and aerial port operations during his first two assignments. He then began his final active duty assignment at Headquarters, Air Education and Training Command in August 1998. During this assignment, he worked with Headquarters functional staffs and leaders as well

as leadership of the wings within the command to create and manage multi-function contracts. In 2002, he deployed to Seeb AB, Oman, preparing for increased operations in the Central Command Area of Responsibility. He separated from active duty and joined the Air Force Reserve in February 2003.

Colonel Wieman has served in both unit-equipped and associate units, since entering the Air Force Reserve. His first Air Force Reserve assignment was in the 913th Logistics Readiness Squadron at Willow Grove Air Reserve Base, Pennsylvania. During this assignment, he was mobilized for 15 months to manage the wing's mobilization and rotational deployments, coordinating with the lead wing and 22nd Air Force to fulfill deployment requirements. When Willow Grove ARB closed in 2007, Colonel Wieman transferred to the 514th Logistics Readiness Squadron, where he served as the Operations Officer. He then took command of the 35th Aerial Port Squadron, consisting of over 200 members responsible for the deployment, sustainment, and redeployment of cargo and personnel. Colonel Wieman also served as the Individual Mobilization Augmentee to the Logistics Panel Chair for Headquarters Air Force. In this role, he was responsible for planning and programming for the logistics portfolio, approximately \$25 billion annually.



EDUCATION

- 1992 Bachelor's of Science, Operations Research, United States Air Force Academy, CO
- 1997 Squadron Officer School, Maxwell Air Force Base, AL
- 2000 Master of Science, Computer Information Systems, St. Mary's University, San Antonio, TX
- 2006 Air Command and Staff College, by correspondence
- 2015 Air War College, by correspondence

ASSIGNMENTS

1. July 1992 – July 1995, Flight Commander, Vehicle Operations and Flight Commander, Combat Readiness and Resources, 4th Transportation Squadron, Seymour Johnson AFB, NC
2. July 1995 – August 1998, Chief, Passenger Services, Chief, Air Terminal Operations Center, and Chief, Air Freight, 640th Air Mobility Support Squadron, Howard Air Force Base, Panama
3. August 1998 – February 2003, Chief Transportation Contracts, Air Education and Training Command, Randolph AFB, TX
4. February 2003 – August 2007, Vehicle Operations Flight Commander and Plans and Programs Flight Commander, Willow Grove ARB, PA
5. August 2007 – June 2011, Operations Officer, 514th Logistics Readiness Squadron, Joint Base McGuire-Dix-Lakehurst, NJ
6. June 2011 – May 2013, Commander, 35th Aerial Port Squadron, Joint Base McGuire-Dix-Lakehurst, NJ
7. May 2013 – May 2016, Deputy Commander, 514th Mission Support Group, Joint Base McGuire-Dix-Lakehurst, NJ
8. May 2016 – December 2019, IMA to the Logistics Panel Chair, Resource Integration Division, Headquarters Air Force, Pentagon, Washington, DC
9. December 2019 – March 2023, Commander, 514th Mission Support Group, Joint Base McGuire-Dix-Lakehurst, NJ
10. March 2023 – Present, Commander, 452nd Mission Support Group, March ARB, CA.

MAJOR AWARDS AND DECORATIONS

- Air Force Meritorious Service Medal with four oak leaf clusters
- Air Force Commendation Medal with three oak leaf clusters
- Air Force Achievement Medal
- National Defense Service Medal with bronze star
- Armed Forces Expeditionary Medal
- Global War On Terrorism Expeditionary Medal
- Global War on Terrorism Service Medal
- Armed Forces Reserve Medal with bronze hourglass and "M" device

PROFESSIONAL MEMBERSHIPS AND ASSOCIATIONS

- Reserve Officers Association
- Military Officers Association

EFFECTIVE DATES OF PROMOTION

- Second Lieutenant May 27, 1992
- First Lieutenant May 27, 1994
- Captain May 27, 1996
- Major October 1, 2004
- Lieutenant Colonel September 2, 2011
- Colonel June 20, 2016

(Current as of March 2023)

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: April 12, 2023

Report: **TECHNICAL ADVISORY COMMITTEE MEETING**

Motion: Receive and file the monthly Technical Advisory Committee - Regular Meeting report for February 6, 2023, March 6, 2023 and April 3, 2023.

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 February 6th, the TAC held its regular meeting and received: 1) a report from Deputy Director Rodney McCraine and Airport Director Gary Gosliga regarding the 2022 Airport Operational Report and Airport Capital Improvement Plan, 2) a report of the Master Plan Update, 3) at this time, no update from Simon Houseman regarding the status of the Military Compatibility Use Study.

The March 6th TAC meeting was rescheduled for April 3, 2023.

On April 3rd, the TAC held its regular meeting and received: 1) a status report from Principal Planner Jeff Smith on a Parcel D-1 proposal within the March Inland Port Airport; 2) a status report from Principal Planner Jeff Smith regarding a submittal by US Vets Initiative for the expansion of the March Veterans Village project; and 3) an update from Simon Housman regarding the status of the Military Compatibility Use Study.

The March JPA Commission will receive a meeting summary from TAC Chair, Tisa Rodriguez.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA - Reports, Discussions and Action Items
Agenda Item No. 9 (3)

Meeting Date: April 12, 2023

Action: **APPROVE, PURSUANT TO THE MARCH LIFECARE CAMPUS SPECIFIC PLAN PROGRAM EIR AND FINDINGS UNDER STATE CEQA GUIDELINE SECTION 15162, A FOURTH AMENDMENT TO THE MARCH LIFECARE CAMPUS DISPOSITION AND DEVELOPMENT AGREEMENT, AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND DIRECT STAFF TO FILE A NOTICE OF DETERMINATION**

Motion: Move to approve, pursuant to the March LifeCare Campus Specific Plan Program EIR and findings under the State CEQA Guidelines section 15162, a Fourth Amendment to the March LifeCare Campus Disposition and Development Agreement, authorize the Executive Director to execute the Amendment and direct staff to file a Notice of Determination.

Background:

The March Joint Powers Redevelopment Agency (“Agency”) and March Healthcare Development, LLC, a California limited liability company (“MHD”), entered into the March LifeCare Campus Disposition and Development Agreement dated April 7, 2010 (the “Original Agreement”). The Original Agreement was subsequently amended on March 7, 2012 and on September 29, 2018. The Original Agreement, as amended (“Agreement”), was to develop approximately 160 acres into a variety of medical and offices uses, including potentially a hospital facility (“Project”).

Following the execution of the Agreement, the Agency assigned certain rights, duties, and obligations under the DDA to the March Joint Powers Authority (“Authority”) to facilitate the sale and development of the Property. Following the adoption of ABX1 26, the Successor Agency to the March Joint Powers Redevelopment Agency (“Successor Agency”) assumed the Agency’s position as a party to the DDA.

On January 22, 2016, MHD assigned its rights in and to the DDA to March1 LLC (“M1” or “March1”), an affiliate of MHD. On March 7, 2012, with the elimination of redevelopment agencies throughout California, development responsibilities on the Project were assigned from the Successor Agency to the Authority. Specifically, the amendment to the Agreement assigned

the Successor Agency's right, title, and interest in and to, and obligations pursuant to Section 6.03 of the DDA, Schedule of Performance, and the associated Exhibit D to the Authority.

At the March 28, 2018, Joint Powers Commission meeting, both the March Joint Powers Authority and Successor Agency approved the Partial Assignment and Assumption and Amendment of Disposition and Development Agreement. The Commission approved the Second Amendment to the Disposition and Development Agreement, memorializing the DDA assignment, on September 26, 2018.

Third Amendment

Since the execution of the Second Amendment to the March LifeCare Campus DDA, March1 has failed to deliver improvements outlined within Exhibit D-1 of the Agreement. In a show of good faith, the March JPA offered negotiations for a short-term extension to allow the developer to complete required Exhibit D-1 improvements. Those negotiations resulted in two hundred and fifty thousand dollars (\$250,000) payable to the March JPA, and extensions of time to complete Amended Exhibit D-1 Improvements that included the completion of a Pressure Reducing Valve (PRV) Facility; street, sidewalk and landscaping refurbishments.

Certain improvements were to be completed within six (6) months of the effective date of the Third Amendment while others were required to be completed within eight (8) months of the effective date of the Third Amendment, except if tolled in accordance with the provisions in the Amendment.

Fourth Amendment

Of the listed improvements, March1 has successfully completed all items except the PRV.

On December 26, 2022, March1 submitted a letter to the JPA. In the Letter, March1 (i) requested further amendment to that certain March LifeCare Campus Disposition and Development Agreement entered into by and between the Authority and March1, as successors-in-interest by assignment, as of April 7, 2010 (DDA), for purposes of clarifying the definition of "Notice to Proceed" (NTP), and (ii) proposes to change the deadline by which March1 must complete the Pressure Reducing Valve (PRV) to the date that is six months after the date that Western Municipal Water District (Western) approves an amendment (Amendment) to that separate Water Facility Construction Agreement (the "Western-Meridian Agreement") originally made on March 8, 2021, by and among Western, Meridian Park, LLC, (Meridian), and a subcontractor of Meridian. The Amendment addresses the reimbursement by Western to Meridian of certain construction cost increases in connection with the PRV construction that Meridian claims occurred while awaiting the NTP. It is the Authority's understanding that Meridian, as the developer of a separate property adjacent to the March LifeCare Campus site, has entered into a separate agreement (PRV Agreement) with March1, pursuant to which Meridian will construct the PRV, and the total cost will be allocated among Meridian, March1, and Riverside Inland Development, LLC, because the PRV benefits each of their respective projects.

The Authority is not a party to the Western-Meridian Agreement or the PRV Agreement. Pursuant to the DDA, March1 is the entity accountable to the Authority for, among other things, meeting all deadlines related to the PRV. Western is the agency with approval jurisdiction over the construction of the PRV.

As an initial matter, the Authority respectfully disagreed with assertions March1 made in the Letter. Namely, the Authority did not agree that: (i) the language in the Third Amendment to the DDA dated as of January 26, 2022 (Third Amendment), “*will never trigger the start of the 6-month completion period*” of the PRV, and (ii) the NTP issued by Western “*does not actually allow Meridian to begin construction*” of the PRV, and that Meridian is prohibited from beginning construction of the PRV until “*after the [amendment to the Western-Meridian Agreement] is approved by [Western and Meridian].*”

The Authority’s disagreement with March1’s assertions above is based on the following:

1. Western issued the NTP with respect to the PRV on October 11, 2022, and March1 received a copy of said NTP by email from Meridian on that same day. The language in the Third Amendment is clear that the deadline to complete the PRV is calculated from the date that March1 “*receives*” the NTP; it does not require the NTP to be “*issued*” to March1. Whether March1 receives a copy of the NTP directly from Western, through Meridian, or from the Authority does not alter the substance of the NTP or negate the fact that March1 indeed received it. Therefore, pursuant to the Third Amendment, the deadline to complete the PRV is April 11, 2023, that is six months from October 11, 2022.
2. The language in the NTP expressly states that the work on the PRV “*can now proceed.*” The NTP does not mention the Western-Meridian Agreement that is already in place nor is it conditioned upon the approval of the Amendment. The decision to delay proceeding with the PRV construction until after the Amendment is executed does not create a condition that impacts the milestone dates set forth in the DDA. March1, as the party obligated to the Authority to meet the PRV completion deadline, has an obligation to mitigate any delay in completing the construction of the PRV. One way that March1 could have mitigated the delay was by contributing to the cost differential while Western went through its approval process for the Amendment. March1 did not do so, thus contributing to the delay.

Nevertheless, given the progress March1 has made with respect to the deadlines set forth in the Third Amendment, the Authority is recommending another amendment to the DDA (Fourth Amendment) extending the deadline by which the PRV is to be completed no later than July 31, 2023, subject, but not limited, to the following conditions:

Extension of Time to Complete the PRV Facility. The Authority hereby grants Developer the Extension, subject to the following:

- a. Developer shall complete, or cause to be completed, the PRV Facility not later than July 31, 2023;
- b. The completion of the PRV Facility shall be evidenced by the issuance of a notice of completion (“*Notice of Completion*”) by Western Municipal Water District (“*Western*”), subject only to punch list items, if any, identified by Western at Western’s discretion;
- c. Developer shall promptly deliver, or cause to be delivered to Authority a copy of the Notice of Completion within two (2) days of its issuance; and

- d. Failure to timely provide the Authority with a copy of the Notice of Completion shall entitle the Authority to pursue all remedies available to it under the DDA and any applicable law, and to terminate the DDA without incurring any liability whatsoever to Developer.

Further Amendments to the DDA. Commencing on August 1, 2023, provided the PRV Facility is completed as set forth in this Fourth Amendment and the DDA is not otherwise terminated, the Parties hereby agree to meet and confer in good faith to discuss further amendments to the DDA with the goal of executing an amended and restated DDA not later than October 3, 2024 (which is commensurate with the date that the construction of Exhibit D-II horizontal improvements must be completed, per the Second Amendment). Developer shall reimburse the Authority for all fees and costs associated with such efforts, including legal and engineering fees and costs, within 30 days of the date Authority submits an invoice to Developer, and failure to reimburse the Authority for such costs will be a default under the DDA. The Parties agree that nothing contained in this Paragraph 4 shall be interpreted in any way to alter the requirement that Developer must complete, or cause to be completed, the construction of the Exhibit D-II horizontal improvements by October 3, 2024.

Pursuant to State CEQA Guideline section 15162, based on the Program EIR, Environmental Findings, Mitigation Monitoring and Reporting Program, the Statement of Overriding Considerations, and all related information presented to the Commission, the Commission finds that the preparation of a subsequent or supplemental EIR or any other CEQA document is not required because the Third Amendment to the DDA: 1) does not constitute substantial changes to the Project that will require major revisions of the Program EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; 2) does not constitute substantial changes with respect to the circumstances under which the Project is administered that will require major revisions of the Program EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and 3) does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Program EIR was certified, that shows any of the following: (a) the modification will have one or more significant effects not discussed in the Program EIR; (b) significant effects previously examined will be substantially more severe than shown in the Program EIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the Commission declined to adopt such measures; or (d) mitigation measures or alternatives considerably different from those analyzed in the Program EIR would substantially reduce one or more significant effects on the environment, but which the Commission declined to adopt.

Based on the aforementioned, staff recommends that the Joint Powers Commission approve the Fourth Amendment to the March LifeCare Campus Disposition and Development Agreement, authorize the Executive Director to execute the Amendment and direct staff to file a Notice of Determination pursuant to CEQA.

- Attachments:**
- 1) Fourth Amendment to the March LifeCare Campus Disposition and Development Agreement (March 1, LLC)
 - 2) Notice of Determination

Attachment 1

Fourth Amendment to the March LifeCare Campus Dispositional and Development Agreement (March 1, LLC)

**FOURTH AMENDMENT TO
MARCH LIFECARE CAMPUS
DISPOSITION AND DEVELOPMENT AGREEMENT**

This **FOURTH AMENDMENT TO MARCH LIFECARE CAMPUS DISPOSITION AND DEVELOPMENT AGREEMENT** (“**Fourth Amendment**”) is entered into by and between MARCH JOINT POWERS AUTHORITY, a California joint powers authority (“**Authority**”), as successor-in-interest to the March Joint Powers Redevelopment Agency; and MARCH1 LLC, a California limited liability company (“**Developer**”), as successor-in-interest to March Healthcare Development, LLC, a California limited liability company. Authority and Developer are sometimes referred to, individually, in this Fourth Amendment as a “**Party**” and, collectively, as the “**Parties.**”

This Fourth Amendment is entered into by the Parties based upon the facts and circumstances set forth in the following Recitals.

RECITALS

A. The March Joint Powers Redevelopment Agency, a California public agency (“**Agency**”), and March Healthcare Development, LLC, a California limited liability company (“**MHD**”), entered into that certain March LifeCare Campus Disposition and Development Agreement dated April 7, 2010 (the “**Original Agreement**”), as amended by that certain “First Amendment to March LifeCare Campus Disposition and Development Agreement,” dated as of March 7, 2012 (“**First Amendment**”), as amended by that certain “Second Amendment to March LifeCare Campus Disposition and Development Agreement,” dated as of September 29, 2018 (“**Second Amendment**”), as amended by that certain Third Amendment to March LifeCare Campus Disposition and Development Agreement,” dated as of January 26, 2022 (“**Third Amendment**”). As used herein, the term “**DDA**” means the Original Agreement as amended by the First Amendment, Second Amendment, and Third Amendment.

B. Authority is the successor-in-interest to Agency, pursuant to that certain “Assignment and Assumption of March Lifecare Campus Disposition and Development Agreement,” dated March 2, 2011, a memorandum of which is recorded in the Official Records of the County of Riverside as Document No. 2011-0107853.

C. On January 22, 2016, MHD assigned its rights in and to the DDA to Developer, an affiliate of MHD.

D. The DDA, among other things, requires Developer to complete by April 11, 2023, certain horizontal improvements described on Exhibit D-1 to the Schedule of Performance and in the Third Amendment (“**Exhibit D-1 Improvements**”).

E. Developer represents that all Exhibit D-1 Improvements have been completed with the exception of the PRV Facility (as described in Section 4(i)(1) of the Third Amendment), which PRV Facility remains under construction as of the Effective Date of this Fourth Amendment.

F. Developer desires, and Authority is willing to grant Developer, a short extension of time to complete the PRV Facility (“**Extension**”), subject to the provisions of this Fourth Amendment.

G. The Extension would facilitate the continued development of the LifeCare Campus project in a way that would increase funds to the taxing entities and does not extend the outside deadline to complete the overall project.

H. The Extension is not an action requiring approval of the Oversight Board of the Agency under Section 34180 of the California Health & Safety Code, and as such, the Authority is authorized to enter into this Fourth Amendment in its capacity as the assignee to the Agency's rights and obligations under Section 6.03 of the DDA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

1. Effect Upon DDA. The Parties ratify and reaffirm each and every one of their rights and obligations as set forth in the DDA. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the DDA. From and after this Fourth Amendment Effective Date, wherever the term "Agreement" appears in the DDA and its exhibits, it will be read and understood to mean the DDA as modified by this Fourth Amendment. Except as so expressly modified, all other terms, conditions and requirements of the DDA and its exhibits remain unchanged and in full force and effect.

2. Effective Date. This Fourth Amendment shall become effective on the date which it has been approved and executed by the respective authorized representative of the Parties ("**Effective Date**").

3. Extension of Time to Complete the PRV Facility. The Authority hereby grants Developer the Extension, subject to the following:

- a. Developer shall complete, or cause to be completed, the PRV Facility not later than July 31, 2023;
- b. The completion of the PRV Facility shall be evidenced by the issuance of a notice of completion ("**Notice of Completion**") by Western Municipal Water District ("**Western**"), subject only to punch list items, if any, identified by Western at Western's discretion;
- c. Developer shall promptly deliver, or cause to be delivered to Authority a copy of the Notice of Completion within two (2) days of its issuance; and
- d. Failure to timely provide the Authority with a copy of the Notice of Completion shall entitle the Authority to pursue all remedies available to it under the DDA and any applicable law, and to terminate the DDA without incurring any liability whatsoever to Developer.

4. Further Amendments to the DDA. Commencing on August 1, 2023, provided the PRV Facility is completed as set forth in this Fourth Amendment and the DDA is not otherwise terminated, the Parties hereby agree to meet and confer in good faith to discuss further amendments to the DDA with the goal of executing an amended and restated DDA not later than October 3, 2024 (which is commensurate with the date that the construction of Exhibit D-II horizontal improvements must be completed, per the Second Amendment). Developer shall reimburse the Authority for all fees and costs associated with such efforts, including legal and engineering fees and costs, within 30 days of the date Authority submits an invoice to Developer, and failure to reimburse the Authority for such costs will be a default under the DDA. The Parties agree that nothing contained in this Paragraph 4 shall be interpreted in any way to alter the

requirement that Developer must complete, or cause to be completed, the construction of the Exhibit D-II horizontal improvements by October 3, 2024.

5. Opportunity to Cure. Developer hereby agrees that, but only with respect to the completion of the PRV Facility as contemplated herein, any right to cure and notices related thereto as provided in Section 6.03 of the DDA are hereby waived.

6. No Other Modification. Except as modified herein, all other terms of the DDA, including without limitation, the remainder of Exhibit D remain unchanged and in full force and effect. Notwithstanding anything in the contrary contained in the DDA, failure of Developer to meet any of the deadlines set forth herein shall entitle Authority to all remedies available to it under the DDA and any applicable law, and to terminate the DDA without incurring any liability whatsoever to Developer. Developer waives the right to assert the existence of any force majeure event it is, or should be, presently aware of. Notwithstanding the foregoing, the force majeure provision contained in the DDA shall remain in effect as to new and unforeseen qualifying force majeure events arising after the Effective Date of this Fourth Amendment.

7. Memorandum of Agreement. A Memorandum of this Fourth Amendment shall be recorded in the Official Records of the County of Riverside in a form reasonably acceptable to the Parties within 10 days of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to be executed by their duly authorized representatives as of the date indicated below.

“AUTHORITY”

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

By: _____
Dr. Grace I. Martin
Executive Director

Date: _____

ATTEST:

By: _____
Cindy Camargo
Secretary

“DEVELOPER”

MARCH1 LLC,
a California limited liability company

By: _____
Name: Stephen J. Tomassi
Its: Co-Manager

Date: _____

By: _____
Name: Daniel Niemann
Its: Co-Manager

Date: _____

ACKNOWLEDGMENT

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)
) ss
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)

ACKNOWLEDGMENT

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)
) ss
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)

ACKNOWLEDGMENT

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)
) ss
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)

Attachment 2

Notice of Determination

NOTICE OF DETERMINATION

TO:	<input type="checkbox"/> Clerk of the Board of Supervisors or <input checked="" type="checkbox"/> Riverside County Clerk Address: Click to enter address	FROM:	Public Agency/Lead Agency: March Joint Powers Authority Address: 14205 Meridian Parkway, Suite 140 Riverside, CA 92518 Contact: Grace Martin, Executive Director Phone: (951) 656-7000
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TO:	<input checked="" type="checkbox"/> Office of Planning and Research 1400 Tenth Street, Rm. 113 Sacramento, CA 95814	Lead Agency (if different from above) Not Applicable	
		Address: Click enter address	
		Contact:	Click to enter contact
		Phone:	Click to enter phone no.

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (If submitted to SCH): 2008071021
Project Title: Fourth Amendment to March LifeCare Campus Disposition and Development Agreement ("Fourth Amendment to the DDA")
Project Applicant (include address and telephone number): March I, LLC
Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name): The proposed Fourth Amendment to the DDA affects certain real property that is located within the boundaries of the March LifeCare Campus Specific Plan area ("MLCSP"). Specifically, the site is situated on a portion of the former March Air Force Base approximately bounded by Cactus Avenue on the north, Heacock Street on the east, Riverside Drive on the west, and N Street on the south, excluding an approximately 12.3-acre parcel in the center currently occupied by a federal agency, in the County of Riverside.
General Project Location (City and/or County): Unincorporated Riverside County, former March AFB

Project Description: Since the execution of the Third Amendment to the March LifeCare Campus DDA (Jan. 26, 2022), March1 has not delivered all improvements outlined within Exhibit D-1 of the Agreement. March1's deadline to complete infrastructure improvements under the Third DDA Amendment was April 11, 2023. In a show of good faith, the March JPA offered negotiations for a short-term extension to allow the developer to complete required PRV improvements as outlined within Exhibit D-1. Details of extension terms are reflected in the proposed Fourth Amendment to the DDA but summarized as follows: 1) Completion of PRV not later than July 31, 2023; 2) delivery of an NOC by WMWD not later than July 31, 2023; and an 3) Amended and restated DDA not later than Oct 3, 2024 which is commensurate with the date that the construction of Exhibit D-II must be completed.

Identify the person or entity undertaking the project, including any private applicant, any other person undertaking an activity that receives financial assistance from the Public Agency as part of the project, and any person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the project.

This is to advise that the (Lead Agency or Responsible Agency) has approved the above described project on Click to enter date. and has made the following determinations regarding the above described project:

1.	The project [<input type="checkbox"/> will <input checked="" type="checkbox"/> will not] have a significant effect on the environment.	
2.	<input checked="" type="checkbox"/>	An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	<input type="checkbox"/>	A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	<input type="checkbox"/>	A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
3.	<input type="checkbox"/>	Mitigation measures [<input checked="" type="checkbox"/> were <input type="checkbox"/> were not]made a condition of the approval of the project.
4.	<input type="checkbox"/>	A Mitigation Monitoring or Reporting Plan [<input checked="" type="checkbox"/> was <input type="checkbox"/> was not] adopted for this project.
5.	<input type="checkbox"/>	A Statement of Overriding Considerations [<input checked="" type="checkbox"/> was <input type="checkbox"/> was not] adopted for this project.
6.	<input type="checkbox"/>	Findings [<input checked="" type="checkbox"/> were <input type="checkbox"/> were not] made pursuant to the provisions of CEQA.
This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to General Public at:		
	Custodian: March Joint Powers Authority	Location: 14205 Meridian Parkway, Suite 140 Riverside, CA. 92518

Date: April 22, 2023	Signature
	Name: Grace I. Martin
	Title: Executive Director
Date Received for Filing: Click or tap to enter a date.	

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MJPA - Reports, Discussions and Action Items
Agenda Item No. 9 (4)

Meeting Date: April 12, 2023

Report: **CONSIDER THE CONTINUED USE OF TELECONFERENCING PLATFORMS DURING BROWN ACT PUBLIC MEETINGS**

Motion: Consider the continued use of teleconferencing platforms during Brown Act public meetings.

Background:

The Brown Act requires meetings of a local public agency’s governing body to be open and available to the public. During the COVID-19 pandemic State law allowed, and promoted, the use of teleconferencing platforms such as Zoom in public meetings. On January 1, 2023, emergency provisions for public meetings changed and Governor Newsom lifted California’s COVID-19 state of emergency status.

In response to State law changes, public agencies have started to transition back into in-person public meetings. Within the March JPA membership, the cities of Perris and Moreno Valley have eliminated the use of teleconferencing (or Zoom) from their public meetings while the County of Riverside and the city of Riverside maintain the use of Zoom in their public meetings.

During the March 22nd Commission meeting, Commissioner Vargas requested that this item be placed on the agenda for a discussion amongst Commissioners regarding the continued use of teleconferencing platforms, such as Zoom, for JPA public meetings.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: April 12, 2023

Report: **UPDATE ON JPC ACTIONS, LEGISLATION, PROPERTY TRANSFERS, PLANNING ACTIVITIES AND STAFF ACTIVITIES**

Motion: Move to receive and file the report or take other actions as deemed appropriate by the Commission.

Background:

This report is an update of staff activities since the last March Joint Powers Commission of the March Inland Port Airport Authority (Commission) meeting. The report is not all-inclusive of staff work. It provides a summary of some activities relating to previous actions or direction by the Commission. **New information is noted in bold.**

March Inland Port

Airport Master Plan

Objective: Consider Infrastructure Improvements, Land Uses and Airport Development Plans

Status: On July 23, 2021, the Federal Aviation Administration (FAA) awarded March Inland Port Airport Authority (MIPAA) an \$856,115 FAA Airport Capital Improvement Plan (ACIP) entitlement grant. As a request by MIPAA in its ACIP, FAA grant funds were offered to conduct an Airport Master Plan (AMP) to include a Pavement Maintenance Plan (PMP). MIPAA has not engaged in the preparation of an AMP since its conception. MIPAA has engaged its consultant to conduct the PMP and AMP under this grant. The first coordination meeting was held on Thursday, November 11, 2021. MIPAA delivered a litany of requested documents to the consultant on October 21, 2021. The Team reviewed the schedule and action items. MIPAA and Consultant meet regularly and will provide the Commission regular updates throughout the planning process. In January, notification letters were distributed to stakeholders. The letter also requested stakeholders participate in the Project Advisory Committee (PAC). The first PAC meeting was held on March 9, 2022 at 1 pm (PST). The PAC meeting was the first of a series of meetings and provided stakeholders an overview as to the intent and process behind the MP efforts. Stakeholder input is integral to the development of the MP. Field work was complete in February which included “full area” GIS mapping and surveying of MARB. On February 15, 2022, the consultant began its pavement conditions surveys of MIPAA owned infrastructure. The pavement surveys and pavement testing efforts are related to updating MIPAA’s Pavement Maintenance and Management Program (PMMP). This effort is funded by the FAA in concert with the MP. MIPAA consultant staff are continuing airport inventory data collection efforts. The consultant has completed its drone flyover and obtained airfield topographical aerial

imagery. Staff and our consultants are preparing for a PAC meeting in October. Staff has expanded membership of the PAC to include new members from member jurisdictions in preparation of more detailed planning efforts. On September 4, 2022, the consultant provided the TAC an update on Master Plan progress and plans moving forward. Three elements of the draft FAA Master Plan have been distributed to staff internally for review. Comments for the initial submittals were provided to the contractor on the first three chapters on November 21, 2022. On November 29, 2022, the draft forecast was distributed to the FAA for review and approval. Approval is expected in 4-6 weeks. The PAC met at the WMWD Training Room on February 2, 2023 between 12:00–4:00pm to provide updates on the ongoing planning process and seek input from stakeholders as to the perceived regional vision of airport and how it can serve a multiple of interests. Staff and the consultant received valuable stakeholder information. The information will fuel further discussions related to planning future development scenarios within the final Master Plan. Additional PAC meetings are planned to expound on collaborative interests of regional and local stakeholders. **The next planned PAC meeting will occur in May 2023.**

Fuel Facility Expansion

Objective: Meet Current and future Demands for Jet-A Fuel Storage

Status: With realized growth of commercial aircraft activity, meeting JET-A fuel storage sufficient for existing demand has become increasingly problematic. Additional fuel storage tanks are required. Freeman Holdings of Riverside, LLC (FHR) operates and maintains the fuel facility. FHR also provides aircraft ground handling services to the airlines and general aviation airport users. Their services include fueling of all types of aircraft, ensuring fuel storage quantities meet demands, load and unload of aircraft, provide ground support equipment and personnel and other support services. In order to provide aviation services at March Inland Port (MIP), FHR entered into two property leases which include MIPAAAs bulk storage fuel facility and portions of MIPAAAs executive terminal. A draft MOU is being reviewed by the parties. Once MOU terms have been agreed upon, staff will brief the TAC and Commission.

Riverside Inland Development, LLC, VIP-215 Project

Objective: Private Development of Parcel D2 generating revenue and jobs

Status: On December 16, 2020 and January 13, 2021, the March JPA Commission considered and approved, a Certified Environmental Impact Report, General Plan Amendment, Specific Plan, Tentative Parcel Map, Development Agreements and Plot Plan 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. Specifically, 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 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. The building address is 25000 Van Buren Boulevard, Riverside, California, 92518. On May 26, 2021, the March JPA Commission considered and approved a Plot Plan Amendment and Tentative Parcel Map for the VIP 215 Project. Amended Plot Plan, reduced the size of the warehouse building by 155,416 sq. ft., to 1,866,948 sq. ft., reduced the number of vehicle parking spaces from 2,551 to 2,390, increased the number of truck trailer parking stalls from 428 truck trailer parking stalls to 1,000, the elimination of one driveway, along the extension of Van Buren Boulevard, and the addition of a Pedestrian Bridge, to allow

for unrestricted truck movement through the most northern drive aisle (Driveway 1), and pedestrian access, via the bridge from a staircase on either side of the drive aisle. The height of the bridge will be approximately 31.5 feet. March ARB, March JPA and Developer are working on obtaining the required approvals and easements for an Interim Drainage Outfall Facility to be constructed on March ARB, to support project off site and project on-site drainage until the Riverside County Perris Valley Lateral B Project, Stage 5, is completed. Supporting documentation has been prepared. Drafts of the Fair Market Value Survey and Easement Document are being prepared and should be completed by the end of December 2021. The Developer was issued a rough grading permit on September 16, 2021. Since then, there has been a considerable amount of grading, building pad development, trenching and installation of box culvert sections has occurred, and box drainage facility is currently under construction. A building permit was issued on December 1, 2021, and a precise grading permit was issued on December 2, 2021. Anticipated building completion in late 3rd or early 4th Quarter 2022. The concrete pours for the building foundation started on January 6, 2022, and will continue through to March 2022. Nighttime / early morning pours and lighting are being coordinated with the March JPA and March ARB so that Base operations are not impacted. The Developer/Construction Team will provide updates to the concrete pour schedule every two weeks. Project drainage improvements are nearly complete with the exception of the final outfall structure construction at the exit onto base property. The Air Force easement document is being executed by Air Force Reserves Headquarters. An action item seeking approval to execute the easement is on this agenda for Commission consideration (*approved 2/23/2022*). Building exterior camera surveillance systems are under review by Air Force Security Forces. Staff is also working with the tenant, Hillwood and MARB on security related infrastructure being place on and around the project site to ensure the developer is meeting the security expectations of MARB. An easement between MJPA and WMWD is being developed for a specific utility property dedication of a portion of the Hillwood lease. WMWD and/or MWD will use the set-aside easement area for future water conveyance/monitoring equipment. This dedication was conditioned as part of the approval of the Project. The easement will be brought to the Commission for approval. MIPAA staff are coordinating efforts on behalf of Hillwood to effectively begin work on the drainage outfall structure. On April 19, 2022, MARB informed staff that easement documentation, has been forwarded to Air Force Reserve Headquarters for review and consideration. The draft easement was received on April 29, 2022 and is under legal review. The construction waiver and dig permit needed for the outfall construction have been approved by the base. On 8/10/22, the Commission approved Final map 37220 and approved a Subdivision Improvement Agreement. Staff was subsequently directed to file a notice of exemption pursuant to local CEQA guidelines. Western Municipal Water District's turnout easement has been executed at the southern portion of the project site for future District support infrastructure. On August 30, 2022, Air Force Reserve Command and Air Force Civil Engineering Command executed the drainage easement for the outfall structure. Construction of the drainage outfall facility onto base property began on October 4, 2022. This portion of the project is expected to be complete on December 9, 2022. Due to rain events, construction is substantially completed with TCO discussions anticipated to begin first quarter of 2023. Construction of the main building on and off-site improvements are nearing completion. Since late January 2023, March JPA Staff has been working with the Hillwood Project Management and Construction Management teams on the necessary items (easement requests, inspections, completion of conditions of approval) to be completed for a Temporary Certificate of Occupancy and/or Certificate of Occupancy. **The Temporary Certificate of Occupancy was issued on April 4, 2023.**

Meridian Park, LLC D1 Aviation Gateway Project

Objective: Private Development of Parcel D1 supporting aviation facilities generating revenue and jobs

Status: On August 3, 2020, Meridian Park D-1, LLC (the “Applicant”), submitted a Plot Plan and Zone Change application to develop a gateway air freight cargo center, with one, approximately 201,200 square foot, industrial warehouse, and one, approximately 70,140 square foot, accessory maintenance building, on 84.06 acres. The Project site is located within the southeastern portion of the March Joint Powers Authority (March JPA) jurisdiction, within unincorporated Riverside County, California. More specifically, the Project site is located just south of the March Air Reserve Base (March ARB), west of Heacock Street, and southwest of the intersection of Heacock Street and Krameria Avenue, in Moreno Valley, California. Interstate 215 (I-215) is located approximately one mile west of the project site. The Project proposes to develop a gateway air freight cargo center, including the construction of an approximately 201,200 square foot industrial warehouse with 9 grade level loading doors and 42 dock positions and an approximately 70,140 square foot accessory maintenance building with grade level access. The proposed warehouse and maintenance facility development would consist of 56 gross acres (41 net acres), while the proposed taxiway and tarmac extensions would consist of 12 acres. The overall Project footprint to be analyzed includes 84.06 acres, as described above. The industrial warehouse would be constructed to a maximum height of 48 feet, and the maintenance building would be constructed to a maximum height of 46 feet. The Project would include construction of a parking apron sized to accommodate commercial cargo airplanes and would be paved to meet FAA standards. The existing taxiway would be used to access the March Inland Port Airport runway. The proposed expansion of the existing taxiway/tarmac would allow for improved access to the existing taxiway for the Project tenants and existing Airport users south of the Project site. Upon completion, the proposed Project is anticipated to average 17 flights a day. MJPA Planning Staff has routed the project plans and documents to MJPA Departments, March Air Reserve Base, member jurisdictions and agencies for review and comments. Staff has also initiated Tribal Consultation pursuant to AB 52. A Notice of Preparation / Notice of Scoping Meeting for a Draft Environmental Impact Report for the Meridian D1-Gateway Aviation Center Project was circulated on March 31, 2021 for public review/comment and ended April 29, 2021. The March JPA held a Public Scoping Meeting, via teleconference on April 14, 2021. Input was received from the general public and March Air Reserve Base staff. Since April 2021, ongoing discussions regarding the proposed project, CEQA and NEPA level environmental documentation has occurred between the Applicant, March JPA/MIPAA staff and March ARB staff. In late November 2021, the Applicant submitted NEPA Form 813 environmental documentation to the March JPA/March ARB for review and comment. The form/review is to help March ARB determine the level/type of NEPA environmental document to be prepared. Once this information is received, March JPA/Applicant will prepare an Admin Draft environmental document for review/comment. This should occur sometime during the first quarter 2022. The Project Applicant has revised the project description and proposed project decreasing the overall scope of the project to eliminate potential impact to the Superfund remediation site known as Site 007. The Project Applicant has updated NEPA Form 813 environmental documentation for March JPA/March ARB review and comment and Section 163 environmental documents required by the FAA. In addition, CEQA environmental documentation is also being updated. The revised Project Description/Project Site Plan was complete in February 2022. The participating Tribes have been notified of the change of the proposed project. Documents are under review by MARB, FAA and regulatory agencies. On May 16, 2022, the updated/revised Project Description/Project Plans/Documentation was transmitted to March JPA departments, member jurisdictions and other reviewing agencies. March JPA staff has asked for comments or conditions of approvals

by June 1, 2022. The updated Section 163 was sent to the FAA for review. Section 163 is an FAA preliminary project review that determines any federal action from the NEPA perspective. The FAA and MARB have made a determination that an Environmental Assessment (EA), is appropriate and shall be prepared by the applicant in compliance with NEPA. The two federal entities have concurred on an EA under NEPA. Both entities are discussing the potential of preparing a single EA document for both entities. On February 23, 2023, Staff received an email from March ARB stating that they have received the "go ahead" from their Legal Counsel for the FAA to be the NEPA lead. March ARB is now waiting on a draft MOU from the FAA for legal review/comment. The preparation of appropriate environmental documents pursuant to CEQA and NEPA are underway. On March 1, 2023, the applicant submitted an Admin Draft EIR document to March JPA staff for review comment. **The review of the Admin Draft and Tribal Consultation, under AB 52, is ongoing. Tribes are currently being updated on the proposed Project and Draft EIR. It is anticipated that the Draft EIR for the proposed Project will be circulated for public review/comment in mid-April or early May 2023.**

Attachment: None

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

***MIPAA Operations - Consent Calendar
Agenda Item No. 10 (2)***

Meeting Date: April 12, 2023

Report: **RECEIVE AND FILE FINANCIAL STATUS REPORTS**

Motion: Move to receive and file Financial Status Reports

Background:

The monthly Financial Status Report is a summary of operational income and expenses for the month of February and for the fiscal year to date. It provides a summary of the March Inland Port Airport Authority's (MIPAA) ongoing activities related to the MIPAA approved FY 2022/23 budget.

Attachment: Financial Status Reports for February 2023.

MARCH INLAND PORT
BALANCE SHEET
AS OF 02/28/2023

GENERAL FUND - FUND 500

ASSETS

Cash In Bank	7,839,269.03
Accounts Receivable	54,264.76
Billable Expenditures	13,996.70
Prepaid Expenses	-
Payroll Liability	(92,173.88)
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(7,414,802.48)
Equipment	1,434.97
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	139,262.31
Deferred Outflows - OPEB	64,019.00
OPEB Asset	-

Assets Total : 66,652,681.19

LIABILITIES

Debt to the JPA	2,687,896.35
Accounts Payable	(9.55)
Payroll Liability	-
Interest Payable	1,567,866.67
Deposits	-
Net Pension Liability	483,761.76
OPEB Liability	49,343.00
Compensated Absences	131,778.20
Deferred Inflows - Pension	14,892.47
Deferred Inflows - OPEB	-

Liabilities Total: 4,935,528.90

FUND-BALANCE

Fund Balance	61,402,656.87	
Fund-Balance Total:		61,402,656.87

Retained Earnings: 314,495.42

Total Fund Balance and Retained Earnings 61,717,152.29

Total Liabilities, Fund-Balance and Retained Earnings: 66,652,681.19

General Ledger Revenue vs Budget

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 Period 08 - 08
 Fiscal Year 2023



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
500	March Inland Port Fund						
500-00-40100-00	LEASE REVENUE	-1,259,000.00	-30,179.31	-240,294.18	-1,018,705.82		19.09
500-00-40300-00	PERMIT FEES	-3,000.00	0.00	-3,500.00	500.00		116.67
500-00-40500-00	GRANTS/FEDERAL	-1,208,685.00	-50,485.00	-108,488.56	-1,100,196.44		8.98
500-00-44050-02	Fuel Flowage Fees	-554,260.00	0.00	-218,395.52	-335,864.48		39.40
500-00-44050-04	Aircraft landing Fees	-467,000.00	-440.10	-165,128.75	-301,871.25		35.36
500-00-44050-14	Ramp Use Fees	-2,500.00	0.00	0.00	-2,500.00		0.00
500-00-44050-16	Security Fees	-12,000.00	0.00	-500.00	-11,500.00		4.17
500-00-44050-18	Vendor Surcharges	-185,000.00	-72,000.01	-281,266.17	96,266.17		152.04
500-00-44050-20	Aircraft Tie Down	-5,000.00	0.00	0.00	-5,000.00		0.00
500-00-44050-22	Airplane Parking Fees	-3,000.00	0.00	-6,483.50	3,483.50		216.12
	Revenue Total	3,699,445.00	153,104.42	1,024,056.68	2,675,388.32		0.2768
	Grand Total	3,699,445.00	153,104.42	1,024,056.68	2,675,388.32		0.2768

General Ledger Expenses vs Budget

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 Period 08 - 08
 Fiscal Year 2023



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500	March Inland Port Fund	508,250.00	36,474.79	317,113.91	191,136.09	37.61
500-10-50100-05	Salaries and Wages	69,786.00	5,091.88	43,377.90	26,408.10	37.84
500-10-50100-10	Benefits	52,248.00	3,900.94	32,207.96	20,040.04	38.36
500-10-50100-15	PERS Contributions	8,015.00	546.28	4,933.89	3,081.11	38.44
500-10-50100-20	Medicare Tax	7,670.00	0.00	3,999.15	3,670.85	47.86
500-10-50100-30	Workers Compensation Ins.	47,483.00	0.00	45,903.52	1,579.48	3.33
500-10-50100-99	Unfunded Accrued Liab(UAL)	1,500.00	0.00	0.00	1,500.00	100.00
500-10-50150-02	Mileage Reimbursement	3,600.00	0.00	695.00	2,905.00	80.69
500-10-50150-06	Periodicals/Memberships	4,000.00	0.00	0.00	4,000.00	100.00
500-10-50150-08	Education/Training	5,000.00	0.00	0.00	5,000.00	100.00
500-10-50150-12	Travel	1,500.00	184.30	543.25	956.75	63.78
500-10-50150-16	Office Supplies	16,000.00	1,591.86	11,989.96	4,010.04	25.06
500-10-50150-18	Telephone & Internet Expense	2,500.00	0.00	0.00	2,500.00	100.00
500-10-50150-20	Mobile Phones/Pagers	50.00	0.00	0.00	50.00	100.00
500-10-50150-24	Postage	18,473.00	0.00	18,511.46	-38.46	-0.21
500-10-50150-26	Liability Insurance	250.00	0.00	36.41	213.59	85.44
500-10-50150-30	Printing - Outside	1,600.00	246.03	1,525.89	74.11	4.63
500-10-50150-32	Office Equipment Leases	8,000.00	2,951.70	7,316.45	683.55	8.54
500-10-50150-34	Office Equipment Maintenance	3,500.00	0.00	399.95	3,100.05	88.57
500-10-50150-36	Advertisement	1,000.00	0.00	0.00	1,000.00	100.00
500-10-50150-38	Production/Artwork	15,000.00	0.00	0.00	15,000.00	100.00
500-10-50150-40	Promotional Activities	4,400.00	363.70	2,850.16	1,549.84	35.22
500-10-50150-47	Office Rent	8,000.00	49.08	5,816.63	2,183.37	27.29
500-10-50150-48	Office Utilities	778,698.00	0.00	0.00	778,698.00	100.00
500-10-50150-50	Depreciation Expense	104,500.00	0.00	0.00	104,500.00	100.00
500-10-50175-00	Interest Expense	20,000.00	1,535.94	10,268.94	9,731.06	48.66
500-10-50200-02	General Legal Services	15,000.00	0.00	618.30	14,381.70	95.88
500-10-50200-04	Special Legal Services	15,000.00	0.00	0.00	15,000.00	100.00
500-10-50200-12	Environmental Review	10,000.00	0.00	4,470.00	5,530.00	55.30
500-10-50200-14	Annual Audit	1,000.00	0.00	0.00	1,000.00	100.00
500-10-50200-15	Financial Consulting	35,000.00	1,413.11	44,463.82	-9,463.82	-27.04
500-10-50200-26	Aviation Planning	587,750.00	0.00	0.00	587,750.00	100.00
500-10-50300-05	ARPA FAA Grant AIP 17	7,000.00	0.00	0.00	7,000.00	100.00
500-10-50300-06	Computer Hardware & Software	621,115.00	0.00	1,717.80	619,397.20	99.72
500-10-50300-30	FAA Grant AIP15 MasterPlanPMP	26,837.00	0.00	26,837.24	-0.24	0.00
500-20-51150-00	Fire & Casualty Insurance	45,000.00	0.00	21,900.00	23,100.00	51.33
500-20-51155-00	Airside Liability Insurance					

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500-20-51200-00	Building Maintenance	20,000.00	1,277.50	20,026.97	-26.97	-0.13
500-20-51250-00	Grounds Maintenance	11,000.00	613.74	4,231.01	6,768.99	61.54
500-20-51300-00	Equipment Maintenance	1,500.00	0.00	0.00	1,500.00	100.00
500-20-51350-00	Utilities	14,000.00	97.36	8,007.29	5,992.71	42.81
500-20-52150-00	Ramp Maintenance	10,000.00	0.00	971.60	9,028.40	90.28
500-20-52175-00	Taxiway Maintenance	10,000.00	0.00	0.00	10,000.00	100.00
500-20-52200-00	Obstruction Lighting	8,000.00	0.00	0.00	8,000.00	100.00
500-20-52300-00	Airport Equip. Maintenance	2,000.00	0.00	0.00	2,000.00	100.00
500-20-54020-00	Vehicle Fuel/Main.Ins.	3,500.00	63.29	1,517.95	1,982.05	56.63
500-20-55000-00	Environmental Fees	20,000.00	1,738.00	12,307.43	7,692.57	38.46
500-20-55005-00	Fuel Service O & M	15,000.00	0.00	104.51	14,895.49	99.30
500-20-55010-00	Airfield OPS Maintenance	12,000.00	0.00	2,288.69	9,711.31	80.93
500-20-55015-00	Air Force Payments (JUA)	135,000.00	0.00	52,608.22	82,391.78	61.03
Expense Total		3,316,725.00	58,139.50	709,561.26	2,607,163.74	78.6066
Grand Total		3,316,725.00		709,561.26	2,607,163.74	0.7861

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 10 (3)

Meeting Date: April 12, 2023

Action: APPROVE FEBRUARY 2023 FINANCIAL DISBURSEMENTS

Motion: Move to approve the check disbursements for the month of February 2023 or take other actions as deemed appropriate by the Commission.

Background:

This item is an action approving the expenses (checks) that were incurred in the month of February for the March Inland Port Airport Authority (MIPAA). A listing of those checks is attached and will be reported in the minutes as an action item.

Attachment: Listing of checks disbursed in February 2023 for the March Inland Port Airport Authority.

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
www.marchjpa.com

March Inland Port Airport Authority - Fund 500

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5004906	FRONTIER	Frontier Communications	02/02/2023	736.34
5004907	Freeman	Million Air Riverside	02/02/2023	63.29
5004908	SWRCBR	SWRCB	02/02/2023	1,738.00
5004909	TRILAK	TRI Lake	02/02/2023	250.00
5004910	WASTEM	WM Corporate Services, Inc.	02/02/2023	5.64
5004911	WMWD2	Western Municipal Water District	02/02/2023	201.24
5004912	PINN	ARCADIS US, Inc.	02/16/2023	1,413.11
5004913	BESTBE	Best Best & Krieger, LLP	02/16/2023	11,970.90
5004914	FRONTIER	Frontier Communications	02/16/2023	674.11
5004915	StaplesA	Staples Business Credit	02/16/2023	146.14
5004916	VERIZ2	Verizon Wireless	02/16/2023	181.41
5004917	WMWD	Western Municipal Water District	02/16/2023	412.78
5004918	BankofAm	Bank Of America	02/23/2023	396.26
5004919	BESTBE	Best Best & Krieger, LLP	02/23/2023	1,006.74
5004920	CanonF	Canon Financial Services, Inc.	02/23/2023	246.03
5004921	RIVCO	RivCo Mechanical Services, Inc.	02/23/2023	1,277.50
5004922	WMWD2	Western Municipal Water District	02/23/2023	190.33

Report Total (17 checks):

20,909.82

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY

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

Meeting Date: April 12, 2023

Report: **RECEIVE AND FILE FINANCIAL STATUS REPORTS**

Motion: Move to receive and file the Financial Reports

Background:

The monthly Financial Status Report is a summary of operational income and expenses for the month of February and for the fiscal year to date. It provides a summary of the March Joint Powers Utilities Authority's (MJPUA) ongoing activities related to the approved FY 2022/23 budget.

Attachment: Financial Status Reports for February 2023.

MARCH JOINT POWERS UTILITY AUTHORITY
BALANCE SHEET
AS OF 02/28/2023

MARCH JOINT POWERS UTILITY AUTHORITY - FUND 600

ASSETS

Cash In Bank	113,960.29
Accounts Receivable	139,318.92

Assets Total :		253,279.21
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LIABILITIES

Accounts Payable	-
JPA Loan Payable	450,000.00

Liabilities Total:		450,000.00
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FUND-BALANCE

Fund Balance	(225,594.68)
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Fund-Balance Total:		(225,594.68)
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Retained Earnings:		28,873.89
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Total Fund Balance and Retained Earnings		(196,720.79)
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Total Liabilities, Fund-Balance and Retained Earnings:		253,279.21
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General Ledger Revenue vs Budget

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 Period 08 - 08
 Fiscal Year 2023



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
600	March J.P. Utility Authority	-175,000.00	-113,975.23	-161,628.47	-13,371.53		92.36
600-00-40620-00	GAS UTILITY	-38,000.00	-22,803.78	-32,341.45	-5,658.55		85.11
600-00-40625-00	GAS O & M	213,000.00	136,779.01	193,969.92	19,030.08		0,9107
	Revenue Total	213,000.00	136,779.01	193,969.92	19,030.08		0,9107
	Grand Total						

**General Ledger
Expenses vs Budget**

User: beltranr
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 Period 08 - 08
 Fiscal Year 2023



**March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
 www.marchjpa.com**

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
600	March J.P. Utility Authority	5,500.00	0.00	3,170.00	2,330.00	42.36
600-10-50200-14	Annual Audit	175,000.00	113,975.23	161,659.53	13,340.47	7.62
600-20-51350-00	Gas Commodity Expense	25,000.00	0.00	266.50	24,733.50	98.93
600-20-51360-00	Gas Operation and Maintenance	205,500.00	113,975.23	165,096.03	40,403.97	19.6613
Expense Total		<u>205,500.00</u>	<u>113,975.23</u>	<u>165,096.03</u>	<u>40,403.97</u>	<u>0.1966</u>
Grand Total						

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY

MJPUA Operations - Consent Calendar
Agenda Item No. 11 (2)

Meeting Date: April 12, 2023

Action: **APPROVE FEBRUARY 2023 FINANCIAL DISBURSEMENTS**

Motion: Move to approve check disbursements for the month of February 2023 or take other actions as deemed appropriate by the Commission.

Background:

This item is also an action approving the expenses (checks) that were incurred in the month of February for the MJPUA. A listing of those checks is attached and will be reported in the minutes as an action item.

Attachment: Listing of checks disbursed in February 2023 for the March Joint Powers Utilities Authority.

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
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Riverside, CA 92518
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March J.P. Utility Authority - Fund 600

Check No	Vendor No	Vendor Name	Check Date	Check Amount
6001021	SoCalGas	SoCalGas	02/02/2023	113,975.23
Report Total (1 checks):				<u>113,975.23</u>