

# 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 **Western Municipal Water District - Board Room, 14205 Meridian Parkway, Riverside, California 92518** on **Wednesday, August 9, 2023 at 3:00 p.m.**

This Notice was posted on 08/04/23 at the following locations:

Western Municipal Water District  
14205 Meridian Parkway  
Riverside, CA 92518

On August 4, 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 Authority Commission

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***Wednesday, August 9, 2023 - 3:00 PM***

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

**ALL MEETINGS ARE OPEN TO THE PUBLIC.**

Interested persons are encouraged to participate in the activities of the 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.

**ADA:** If you require special accommodations during your attendance at a meeting, please contact the 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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City of Moreno Valley • City of Riverside • City of Perris

**Wednesday, August 9, 2023 - 3:00 PM**

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

**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 Regular Meeting held on June 14, 2023 - Page 6**
- 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 13
- 2) Report: Update on Planning Activities – Page 18
- 3) Action: Approve a Professional Services Agreement (PSA) with Rogers, Anderson, Malody & Scott LLP (RAMS), for financial services to include updates and implementation of fiscal policies and support to all MJPA divisions and programs, and authorize the Executive Director to execute the agreement – Page 25
- 4) Action: Approve a Professional Services Agreement with MV Cheng & Associates for payroll and administrative support services, and authorize the Executive Director to execute the agreement – Page 41
- 5) Action: Adopt Resolution JPA 23-14 approving the Green Acres Military Housing Policy and authorize the Executive Director to execute any necessary documentation – Page 58
- 6) Action: Approve BrightView Landscape Professional Services Agreement (PSA), extension no. 3, and authorize the Executive Director to execute the agreement – Page 101
- 7) Action: Accept a temporary Deed of Easement from the U.S. Department of Veteran Affairs and authorize the Executive Director to execute related documents – Page 104
- 8) Action: Authorize advertising a Request for Proposals (RFP) for professional auditing services – Page 117

## **9. MJPA - Reports, Discussions and Action Items**

- 1) Report: Receive and file a report from summer interns – Page 147  
*Ms. Nina Schumacher, Business Development Specialist*
- 2) Report: Receive and file the monthly Technical Advisory Committee (TAC) report for August 7, 2023 – Page 148  
*Ms. Tisa Rodriguez, TAC Chair*
- 3) Report: Receive and file a truck route enforcement briefing from March Joint Powers Authority Planning Director Dan Fairbanks – Page 149  
*Mr. Dan Fairbanks, Planning Director*
- 4) Action: Adopt Resolution JPA 23-15 of the March Joint Powers Authority, approving three job classifications, revised salary scale and amended organizational chart – Page 150  
*Dr. Grace Martin, Executive Director*

## **10. Consent Calendar**

### **MIPAA – Operations**

- 1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities – Page 170
- 2) Action: Approve a one-year option to extend a Professional Services Agreement (PSA) with C&S Engineers, Inc. for on-call environmental, planning, and design/engineering services and authorize the Executive Director to execute the agreement – Page 175
- 3) Action: Adopt Resolution MIPAA 23-01 for a Grant Management and Administration Policy for Airport Improvement Program Grant Funding – Page 177

## **11. Commission Members Oral Reports/Announcements**

## **12. Staff Oral Reports/Announcements**

## **13. Calendaring of Future Agenda Items**

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

#### **14. Closed Session**

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

Property: Northeast Corner (commonly referred to as the March LifeCare Campus)  
Agency Negotiator: Dr. Grace Martin, Executive Director  
Negotiating Parties: March Healthcare Development (March 1)  
Under Negotiation: Disposition and Development Agreement

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

Property: Meridian West Campus – Upper Plateau  
Agency Negotiator: Dr. Grace Martin, Executive Director  
Negotiating Parties: Meridian Park West, LLC  
Under Negotiation: Development Agreement

#### **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](http://www.marchJPA.com). Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

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

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

Dated: August 4, 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

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**Wednesday, June 14, 2023 - 3:00 PM**

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

**REGULAR MEETING MINUTES**

- 1. Call to Order**  
Chair Conder called the meeting to order at 3:01 p.m.
- 2. Roll Call**  
Present: Jeffries (2 votes), Vargas (2 votes), Perry, Cabrera, Delgado, Conder  
Absent: Gutierrez, Rogers
- 3. Invocation**  
Pastor Gardner provided the invocation.
- 4. Pledge of Allegiance**  
Chair Conder led the group in the pledge.
- 5. Matters Subsequent to Posting Agenda**  
Dr. Martin stated there are two matters subsequent to posting of the agenda. The items are on everyone's dais and copies are also at entry way for public view. Agenda item 8 (9) an attachment form for revenue has been added and agenda item 9 (4), an updated MOU will be provided as part of the presentation.
- 6. Approval of Minutes of the JPC Regular Meeting held on May 10, 2023.**  
Motion to approve the JPC Regular Meeting Minutes for the meeting held on May 10, 2023.

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

## 7. Public Comments

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

Madame Clerk stated that there are no requests to speak but there was an email that was received on agenda item 9 (4) that has been printed and is on the dais for commissioners to view.

## 8. Consent Calendar

### MJPA Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities.
- 2) Report: Update on Planning Activities.
- 3) Report: Receive and file Financial Status Reports.
- 4) Action: Approve April 2023 Financial Disbursements.
- 5) Action: Approve an Amendment to the Professional Services Agreement with Qisheng Pan, PhD to update a 2016 Economic Impact Analysis for the March Joint Powers Authority, and authorize the Executive Director to execute the Amendment.
- 6) Action: Adopt Resolution JPA 23-11 approving COVID-19 Prevention Procedures (“CPP”) for the March Joint Powers Authority.
- 7) Action: Approve an expanded Subzone for Foreign Trade Zone (FTZ) No. 244 to Skechers USA Operations.
- 8) Action: Adopt Resolution JPA 23-13 a resolution of the commission of the March Joint Powers Authority, California, acting as the legislative body of the March Joint Powers Authority Community Facilities District No. 2013-01 (March LifeCare Campus), establishing Fiscal Year 2023/2024 annual special tax to be levied on property within such community facilities district and authorizing the collection of said special tax.
- 9) Action: Approve the equal distribution of land sales revenue to member agencies of the March Joint Powers Authority and authorize the Authority to retain five percent of revenues for expenses prior to disbursement of funds.
- 10) Action: Approve a Volunteer and Internship Program Policy for workforce development opportunities at March.

Member Jeffries asked to pull item 8 (9) for discussion.

Motion to approve Consent Calendar – MJPA Operations, items 8 (1-8) and 8 (10).

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

Member Jeffries stated that he is not sure why the revenue was necessary to be taken from the four entities and is not supported by the county, so he will not be supporting this item.

Chair Conder asked JPA Director, Dr. Grace Martin, if she had a report on item 8 (9). Dr. Martin stated that it is related to the tax and revenue sharing agreement that was executed by the four member agencies as part of the JPA Agreement, 14<sup>th</sup> Amendment. Within the agreements that were adopted by the three cities and the county this year, they indicated that the revenue sharing formula would start this year. Dr. Martin added that one of the revenues listed in those agreements included land sales revenue. She shared that a check of \$15.5 million was received before this meeting for land sales in Meridian Park South Campus and a copy of that check is on the dais as matter subsequent to posting the agenda. The release of funds was tied to a parcel in South Campus that received their Temporary Use Certificate of Occupancy two weeks ago (a milestone outlined in the Second Amendment for the West March DDA). The JPA agreement allowed staff to make a request for retention of any funds for operation or expenditure needs and the request was made for 5% of the land sales revenues to be retained by the JPA to cover any unforeseen expenses associated with winding down of the JPA, to include the land use transition to the county which currently has unknown costs associated with hand off activities. Chair Conder asked if this was discussed at the TAC. Dr. Martin responded “yes” and disclosed it would be a consent item and there were no objections to this coming to the commission.

March JPA Legal Counsel added that the distribution of funds from the JPA is a decision made by the members. This is a distribution of any funds in excess of the JPA’s needs so the JPA has received this \$15.5 million as part of this amendment and is coming to Commission with the belief that they will need 5% for on-going JPA expenses during the wind down process for JPA. He added that there is nothing to his knowledge that in the Joint Powers agreement that would require a majority vote not to distribute 5%. Attorney Rice stated that this is a disbursement from the JPA and the reason for that these provisions in the Joint Powers Agreement that provide the distributions to some degree in proportion to contributions given. Because of that distribution rule, the JPA is very clear that everybody needs to be on board, if one member agency is going to give more than another to the Joint Powers Authority, because that might affect distributions in the future. Member Jeffries stated that he does not believe a case has been made to this Commission that there is a need for the additional revenue for JPA and should have presented through the normal course of business and not on a Consent Calendar item. He added that when the four-party agreements between the county and the cities came to the agreement, he stated he has no recollection that they were all going to agree to a 5% cut for the JPA for each sale and also agreeing to some revenue sharing terms of the agreement with the JPA. Member Jeffries stated that the County will not be supporting this proposal.

Dr. Martin stated she’d clarify several questions that have come up. Page 242 regarding the fund balance that’s presented in the audit that number of over \$30 million dollars includes JPA assets in the form of ‘real property’. This is the first disbursement pursuant to that schedule, the rest of the funds will be disbursed over time and everything it tied to development. Some of it is tied to grading permits, other certificate of occupancy permits also ties other disbursement amounts. The schedule for payments for the \$80 million dollars is on page 179 of the packet. With regard to why this request is coming from staff on the 5% of these initial revenues, the JPA is losing sales tax and TOT pass through from the county as part of the JPA agreements. JPA expenses can vary anywhere from four to six million dollars annually so projecting what it would take for JPA to operate until sunset is unknown at this time. The agreement does allow all four member agencies to disburse any remaining JPA revenues equally among the four member agencies.



Chair Conder asked if this needed to be done today. Dr. Martin stated that the request is only coming prior to disbursement of land sales funds to member agencies because once the disbursements are made, it is not a request she can go back and make because the money is already gone. If the commission would like her to bring back a more formal budget to show the potential short fall in two years as part of sunseting and to justify the requested amount, she'd be happy to do that in August. Chair Conder stated that he would like to table this for a month so they can get a better understanding and are able to ask questions to the Director of staff.

Member Jeffries stated that he would like to make a motion that they proceed with the distribution of funds without the distribution to the JPA. He added that in the future, with other land sales, the Commission can review the budget of the JPA and review the necessity for a JPA share of future land sale proceeds.

Motion to approve Consent Calendar – MJPA Operations, Item 8 (9), with amendment to reject the 5% distribution of funds to JPA and that 100% of funds be distributed equally to four member agencies.

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

## 9. MJPA - Reports, Discussions and Action Items

- 1) Report: Receive and file Navy Reserve Center Riverside  
*Report by CDR Ayman Mottaleb*
- 2) Report: Receive and file the monthly Technical Advisory Committee (TAC) report for June 5, 2023.  
*Ms. Tina Grande, TAC Member, provided an update for the June TAC meeting.*
- 3) Report: Receive and file 2022 Audit (all MJPA entities).  
*Scott Manno, Auditor, RAMS provided an update on this item.*
- 4) Action: Approve a Memorandum of Understanding (MOU) for the construction of the Village West Drive extension.  
*Dr. Grace Martin, Executive Director provided an update on this item.*

Motion to approve MJPA – Reports, Discussions and Action Items 9 (1-4).

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

- 5) Action: Authorize the Executive Director to take any and all action necessary to confirm the MJPA's ownership of the former Signature Healthcare property and to begin taking steps to dispose of the Signature Healthcare property in compliance with the Surplus Property Act.

*Dr. Grace Martin, Executive Director and Tina Grande, County of Riverside provided updates on this item.*

Chair Conder asked if there have been any relationship conferences or contacts at all with Signature Health in the last couple of months. He added that he heard that they wanted to get going on the project, 2020 was over and they were back online. Dr. Martin stated that Signature Health approvals on the property expired almost two years ago. She added that staff attempted to reach out to them through information on our records, to include reaching out to their prior consultants, and no direct contact was made with a Signature Health representative. As a last resort, staff sent a letter to an address found through Google searches and an attorney, that claimed to be a Signature Health representative, responded and asked if Signature Health could have an extension of time and get a do-over of their proposal at the project site. Dr. Martin informed the representative of potential concerns on the request and shared that this item would go to the commission. A follow up letter was sent to the attorney clarifying the JPA staff's position on an extension.

Member Jeffries stated that they (Signature Health) met with him via zoom about how important this project was to them. Member Jeffries asked if they were aware that this item was on the agenda. Dr. Martin stated that staff and legal counsel had a zoom call and a conference call with Signature Health's attorney and informed him of the staff's intent in taking this forward to the Commission. No follow-up responses were received on our staff calls or follow up communications with their representative.

Motion to approve MJPA – Reports, Discussions and Action Item 9 (5).

Motion: Perry

Second: Delgado

Ayes: Jeffries (2 votes), Vargas (2 votes), Perry, Cabrera, Delgado

Noes: None

Absent: Gutierrez, Rogers

Abstain: None

#### **10. Public Hearing – MJPA**

- 1) Action: Conduct a Public Hearing regarding Resolution JPA 23-12, a resolution ordering the annexation of territory to Landscaping and Lighting Maintenance District No. 1, direct the opening of the ballot for parcel number 294-170-015 and upon a yes vote confirming annexation, approve levy of assessments consistent with the Engineer's Report for fiscal year 2023/2024 for Landscaping and Lighting Maintenance District No. 1, inclusive of Annexation No. 5.

Chair Conder opened the Public Hearing at 4:15 p.m.

No public questions or comments.

Chair Conder closed the Public Hearing at 4:15 p.m.

Chair Conder asked Madame Clerk to open the ballot and read that all are in support.

Motion to approve Public Hearing – MJPA, Item 10 (1).

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

## 11. Consent Calendar

### MIPAA – Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities.
- 2) Report: Receive and file Financial Status Reports.
- 3) Action: Approve April 2023 Financial Disbursements.

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

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

## 12. MIPAA - Reports, Discussions and Action Items

- 1) Action: Approve establishing an Investment Account for March Inland Port Airport Authority with Citizens Trust and Authorize the Executive Director to execute any documents.

Motion to approve MIPAA – Reports, Discussions and Action Items, Item 12 (1).

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

## 13. Consent Calendar

### MJPUA – Operations

- 1) Report: Receive and file Financial Status Reports.
- 2) Action: Approve April 2023 Financial Disbursements.

Motion to approve MJPUA – Operations, Items 13 (1-2).

Motion: Delgado  
Second: Vargas  
Ayes: Vargas (2 votes), Perry, Cabrera, Delgado, Conder  
Noes: None  
Absent: Gutierrez, Rogers  
Abstain: None

**14. Commission Members Oral Reports/Announcements**

Chair Conder asked Chief Master Sergeant White to report to the podium. Chair Conder provided a brief bio of Chief White and presented him with a retirement plaque.

Member Cabrera invited everyone to the City of Moreno Valley July 4<sup>th</sup> parade and fireworks. Chair Conder stated that the concert for heroes is at the Riverside National Cemetery, July 3<sup>rd</sup>.

Vice Chair Delgado thanked the staff of the JPA for all their work and added that although 8 (9) was discussed the cities need to balance their budget and JPA revenues benefit all of members because they are part of the JPA.

Chair Conder said happy birthday to Dr. Martin.

**15. Staff Oral Reports/Announcements**

Dr. Martin thanked the commissioners for their comments and discussions on item 8 (9). She also stated that July is dark for JPC meetings wished everyone a Happy Father's Day.

**16. Calendaring of Future Agenda Items**

*Future agenda items may be scheduled by JPC Members or staff.*  
None.

**17. Adjournment**

This meeting adjourned at 4:38 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:** August 9, 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 6<sup>th</sup> 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 2<sup>nd</sup> Amendment to the Disposition and Development Agreement. On September 28, 2021, the JPA rejected a Force Majeure filed by March1 on September 20<sup>th</sup>, 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. MJPA staff is working with WMWD staff to address impacts to MJPA and the Lifecare project. On October 29, 2021 March1 submitted another Force Majeure reiterating impacts to construction due to delays by WMWD. MJPA rejected the second Force Majeure with further direction on next steps for discussions. Since October of 2021, MJPA staff and March1, LLC negotiated terms for a Third Amendment to the March LifeCare Campus Disposition and Development Agreement. On January 26<sup>th</sup>, 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. March 1 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 March 1 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. On April 12, the commission approved a Fourth Amendment to the DDA. This amendment allowed for the extension of time for completion of the PRV facility from April 11<sup>th</sup> to July 30<sup>th</sup>, 2023.

	TASK	DUE DATE – per 3 <sup>rd</sup> 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, March 1 submitted a letter to MJPA 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 was approved by Commission at the April 12 <sup>th</sup> JPC meeting to allow an extension of time on the PRV and a new milestone based on deliverables. <b>NOC not obtained by required deadline.</b>
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 <sup>th</sup> 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 12<sup>th</sup> meeting. On April 12<sup>th</sup>, the Commission voted to adopt the amended ENA and the agreement was fully executed on April 27<sup>th</sup>, 2023 between the parties. Senator Roth submitted SB228 to state legislators for consideration and support, which seeks approval of \$500,000 to CMD for the assessment of the NOSC building for the Youth Challenge program.

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. On March 6th through March 8th, 2023, the Chair and Executive Director attended the Association of Defense Communities wherein extensive discussions occurred with Office of Local Defense Community Cooperation (OLDCC) representatives regarding partnership opportunities with the Base. As housing continues to be a significant issue of concern for the military, the Chair is interested in utilizing Green Acres to support March Base housing needs. As such, the executive director was asked to place an item on the 3/22/23 agenda for Commission to reconsider its previous decision to dispose of the Green Acres development. On 3/22/23, the Commission voted to retain Green Acres and work with March Air Reserve Base on their housing needs.

**Attachment:**           None

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

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

**Meeting Date:** August 9, 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 9<sup>th</sup>, 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. Project history last posted 09/28/22. A 1.09-acre easement behind the Commissary is on the Commission agenda for approval of transfer to RCFCWCD for maintenance purposes.

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 14<sup>th</sup> and 15<sup>th</sup>, 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](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 18<sup>th</sup>, 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 ended on Friday, March 10, 2023. **Responses to DEIR comments are under review.**

#### **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 6<sup>th</sup> 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 MIPA 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. US Vets is now working on responses to the first round of staff and review agency comments. The proposed project is also being reviewed by Riverside County ALUC staff. It is anticipated that ALUC Commission will consider the proposed project in July 2023. On July 10, 2023, Staff discussed the proposed project and the availability of requested information with the Tribal Historic Preservation Official (THPO) from Agua Caliente. The THPO was satisfied with the discussion and decided to end consultation. A formal letter was received on July 13, 2023. The proposed project was considered by the ALUC Commission on July 13, 2023, and

found to be “Consistent” with the March Reserve Base / Inland Port Airport Land Use Compatibility Plan. Commission.



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

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

**Meeting Date:** August 9, 2023

**Action:** **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ROGERS, ANDERSON, MALODY & SCOTT LLP (RAMS), FOR FINANCIAL SERVICES TO INCLUDE UPDATES AND IMPLEMENTATION OF FISCAL POLICIES AND SUPPORT TO ALL MJPA DIVISIONS AND PROGRAMS, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

**Motion:** Move to approve a Professional Services Agreement with Rogers, Anderson, Malody & Scott LLP (RAMS), for financial services to include updates and implementation of fiscal policies and support to all MJPA divisions and programs, and authorize the Executive Director to execute the agreement.

**Background:**

On July 17th, 2023, Rogers, Anderson, Malody & Scott LLP (RAMS), entered into a short-term agreement with March JPA to provide supplemental finance support services to include review of fiscal policies, planning and report preparations for upcoming budget reviews, adjustments and audits. Given the complexity of organizational and budget changes associated with the sunset of the agency, it is necessary to secure expertise that not only specializes in extensive financial services but can effectively prepare the agency for annual audits over the next two years. As such, to sustain the agency's municipal service needs, staff recommends the approval of a Professional Services Agreement with RAMS and authorize the Executive Director to execute the agreement.

**Attachment:** RAMS Professional Services Agreement

**MARCH JOINT POWERS AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 9th day of August, 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, County of Riverside, State of California ("Authority") and Rogers, Anderson, Malody & Scott, LLP a State of California Corporation, with its principal place of business at 735 E. Carnegie Drive, Suite 100, San Bernardino CA 92408 ("Consultant"). Authority and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

Authority desires to engage Consultant to render such professional services for emergency financial services, as outlined within Exhibit A ("Project") and as set forth in this Agreement, so as to support the Authority's transitional needs during its land use sunseting process.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from August 9, 2023 to June 30, 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: Terry Shea.

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 Partner, Gardenya Duran 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.

### **3.3 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. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.



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

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

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

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

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

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

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

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

Consultant: Rogers, Anderson, Malody & Scott, LLP  
735 E. Carnegie Drive, Suite 100  
San Bernardino CA 92408  
ATTN: Terry Shea, 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.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of Authority, and shall not be used in whole or in substantial part by Consultant on other projects without the Authority's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Authority reproducible copies of all Documents & Data, in a form and amount required by Authority. Authority reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Authority at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Authority upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Authority any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Authority upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Authority and provide Authority with the opportunity to obtain the documents.

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

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

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

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

3.5.3.6 Confidential Information. The Authority shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Authority's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Authority shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give Authority written notice of Consultant's objection to the Authority's release of

Proprietary Information. Consultant shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Authority shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with Authority's choice of legal counsel), and hold Authority harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Authority release such information.

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

3.5.5 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO  
PROFESSIONAL SERVICES AGREEMENT BY AND  
BETWEEN THE MARCH JOINT POWERS AUTHORITY  
AND ROGERS, ANDERSON, MALODY & SCOTT, LLP**

**MARCH JOINT POWERS AUTHORITY**

**ROGERS, ANDERSON, MALODY &  
SCOTT, LLP**

By: \_\_\_\_\_  
Grace I. Martin, DPPD  
Executive Director

By: \_\_\_\_\_  
Terry Shea, CPA  
Partner

*Attest:*

\_\_\_\_\_  
Authority Clerk

*Approved as to Form:*

\_\_\_\_\_  
Thomas A. Rice  
Best Best & Krieger LLP  
General Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

*Scope of Services - Professional Support*

Monthly services:

- Duties associated with the roll of Finance Director
- Bank Reconciliations (including bank reconciliations for the fiscal year ended June 30, 2023 up to the fee limit)

Additional assistance, as requested:

- Budget preparation assistance
- Staff training in various accounting functions

Our fee for these services will be based on actual time spent at our standard rates of \$145 - \$400 per hour, depending on staff level (excluding any special projects or services requested by the Authority). As usual, we will only bill for work completed by our firm.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If either party elects to terminate our services, our engagement will be deemed to be completed upon written notification of termination. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.



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

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

**Meeting Date:** August 9, 2023

**Action:** **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES FOR PAYROLL AND ADMINISTRATIVE SUPPORT SERVICES, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

**Motion:** Move to approve a Professional Services Agreement with MV Cheng & Associates for payroll and administrative support services and authorize the Executive Director to execute the agreement.

**Background:**

On August 10, 2022, the Commission approved a consulting contract with MV Cheng & Associates for financial management services and on March 22, 2023, the Commission approved an addendum to add payroll management and administrative support services. Staff has found that MV Cheng & Associates services around payroll and administrative support are valuable during times of transition, while finance services did not fully cover the Authorities' fiscal policy and management needs. As such, staff is recommending a new agreement that would allow the Authority to maintain payroll and administrative support services with MV Cheng & Associates, while finance services can expire pursuant to the terms of the original agreement. Staff further recommends that the Executive Director be authorized to execute the new agreement.

**Attachment:** MV Cheng & Associates Professional Services Agreement

**MARCH JOINT POWERS AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 9th day of August 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, County of Riverside, State of California ("Authority") and MV Cheng & Associates, a Corporation of State of California with its principal place of business at 102 West 24<sup>th</sup> Street, Upland, CA 91784 ("Consultant"). Authority and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

Authority desires to engage Consultant to render such professional services for municipal finance and administrative support services ("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 payroll and administrative support 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 exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 9, 2023, to June 30, 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 follow: Daryll Felder and Raymond Lim.

3.2.5 Authority's Representative. The Authority hereby designates Dr. Grace I. 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 Misty Cheng, 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 Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the Authority and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.

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

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

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Authority's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

### 3.2.11 Insurance.

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

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

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

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering

"Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

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

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

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

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

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

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

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

insurer waives all rights of subrogation against the Authority, its officials, officers, employees, agents, and volunteers.

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

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

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

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

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

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

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

3.2.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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



the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the Authority.

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. 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.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "A" may be adjusted each year at the time of renewal as set forth in Exhibit "A".

### **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: MV Cheng & Associates, Inc.  
102 West 24<sup>th</sup> Street  
Upland, CA 91784  
ATTN: Misty V. Cheng, President & CEO  
(925) 963-9996

Authority: March Joint Powers Authority  
14205 Meridian Parkway, Suite #140  
Riverside, CA 92518  
ATTN: Dr. Grace I. Martin, Executive Director  
(951) 656-7000

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 MV CHENG & ASSOCIATES, INC.**

**MARCH JOINT POWERS AUTHORITY**

**MV Cheng & Associates, Inc.**

By: \_\_\_\_\_  
Grace I. Martin, DPPD  
Executive Director

By: \_\_\_\_\_  
Misty V. Cheng  
President & CEO

*Attest:*

\_\_\_\_\_  
Authority Clerk

*Approved as to Form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

Commission approval: 08-09-2023-8.4



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**EXHIBIT A**

**SCOPE OF SERVICES and SCHEDULE OF SERVICES**

- Agency payroll resource policy reviews
- Agency payroll and CalPERS review and adjustments
- Administrative Support Services, also identified as Office/Accounting Clerk services, for JPA and its subsidiary entities and as directed by staff

**COMPENSATION**

- Payroll Services: \$50/hr remote  
\$60/hr onsite
- Office/Accounting Clerk: \$35/hour

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

***MJPA Operations - Consent Calendar***  
***Agenda Item No. 8 (5)***

**Meeting Date:** August 9, 2023

**Action:** **ADOPT RESOLUTION JPA 23-14 APPROVING THE GREEN ACRES MILITARY HOUSING POLICY AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ANY NECESSARY DOCUMENTATION**

**Motion:** Move to adopt resolution JPA 23-14 approving the Green Acres Military Housing Policy and authorize the Executive Director to execute any necessary documentation.

**Background:**

The Commission adopts Resolutions approving updates to the Green Acres Tenant Acceptance Criteria Policy as well as various operational policies. At this time, staff is seeking approval for a military housing policy (Resolution JPA 23-14) that is consistent with the Commission's overall vision for supporting military personnel and veterans housing needs at March. To the extent permissible under applicable state and federal law, Authority will utilize a priority order whenever rental housing units at Green Acres are made available to otherwise qualified applicants. The preferences will be numerically ranked, with number (1) being the highest preference, then date and time of application in the following order:

- (1) Current Residents of Green Acres. All current residents within Green Acres shall have first priority to transfer to another unit within Green Acres.
- (2) Military Affiliation. All applicants with past or present military affiliation shall have second priority. Such affiliation shall require submittal of proof of military identification or DD214.
- (3) Government Employees. All applicants currently employed with a government agency shall have third priority.
- (4) All other applicants. All other applicants shall have fourth priority.

Staff recommends adoption of Resolution JPA 23-14, with updates to the Green Acres Policy and Procedures Manual reflecting the same, and authorize the Executive Director to execute any necessary documentation.

**Attachment:**

- 1) Resolution JPA 23-14
- 2) Redlined Green Acres Policy and Procedures Manual

## **RESOLUTION JPA 23-14**

### **A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY, ADOPTING A RENTAL PRIORITY POLICY FOR GREEN ACRES**

**WHEREAS**, the March Joint Powers Authority ("March JPA") is a joint powers agency created by a joint powers agreement dated September 7, 1993, to act as the federally recognized reuse authority, local land use authority, and airport authority for former March Air Force Base properties; and

**WHEREAS**, as part of the Base Realignment and Closure ("BRAC") process, certain former Air Force lands were placed under the jurisdiction of the Authority pursuant to the Retrocession of Legislative Jurisdiction from the United States, recorded in the County of Riverside on May 17, 1996, and Chapter 663 of the Statutes of 1996 of the State of California, effective September 19, 1996; and

**WHEREAS**, on September 29, 2006, Parcel K-6 was conveyed by Quitclaim Deed to the March JPA pursuant to authority contained in the Defense Base Closure and Realignment Act of 1990; and

**WHEREAS**, Parcel K-6 is comprised of one-hundred and eleven homes previously designated for officer housing and is more commonly known as "Green Acres"; and

**WHEREAS**, Green Acres was designated for historic preservation pursuant to a Programmatic Agreement between the US Air Force and the State Historic Preservation Office ("SHPO"), dated May of 2006; and

**WHEREAS**, since receiving Green Acres from the federal government, March JPA has utilized the homes as rental units for the general public; and

**WHEREAS**, approximately sixty percent (60%) of residents housed at Green Acres are either veterans or military personnel working at the March Air Reserve Base; and

**WHEREAS**, as of June 14, 2023, Green Acres is 100% occupied with an extensive interest list of 19 current residents seeking to transfer within the property to either smaller or larger homes as well as an interest list of 131 future applicants seeking to become Green Acres residents; and

**WHEREAS**, as a part of the scheduled reorganization of the March JPA, the March JPA seeks to ensure the sustainability of the March Air Reserve Base; and

**WHEREAS**, the long term viability of the March Air Reserve Base is predicated on its ability to survive the next BRAC round; and

**WHEREAS**, in order to ensure viability of the March Air Reserve Base, the March JPA has historically focused on mitigate risks associated with the BRAC selection criteria: (a) military value, (b) return on investment, and (c) impacts to the economy, infrastructure, and environment; and

**WHEREAS**, discussions with the Office of Local Defense Community Cooperation (“OLDCC”) have highlighted a significant need for housing support to military personnel at the March Air Reserve Base; and

**WHEREAS**, the availability of housing near the March Air Reserve Base will provide much needed support for the March Air Reserve Base; and

**WHEREAS**, in light of the March JPA’s interest in maintaining support for the March Air Reserve Base, the March JPA seeks to establish a policy to give priority to applicants from the interest list when a vacant rental property becomes available within Green Acres.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Joint Powers Commission of the March Joint Powers Authority at its regular meeting held on August 9, 2023, as follows:

**SECTION 1.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** The Commission does hereby approve and adopt the Rental Priority Policy, a copy of which attached hereto as “Attachment A” and by this reference made a part hereof.

**SECTION 3.** This Resolution shall be effective immediately after its adoption.

**PASSED, APPROVED, and ADOPTED** this 9th day of August, 2023.

---

Chuck Conder, Chair  
March Joint Powers Commission

**ATTEST:**

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution JPA 23-14 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on August 9, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: August 9, 2023

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Cindy Camargo  
Clerk, March Joint Powers Commission

**Attachment A**  
**to**  
**(Resolution JPA 23-14)**

**RENTAL PRIORITY POLICY**

To the extent permissible under applicable state and federal law, the March Joint Powers Authority shall utilize a priority order whenever rental housing units at Green Acres are made available to otherwise qualified applicants.

The preferences will be numerically ranked, with number (1) being the highest preference(s), then date and time of application in the following order:

- (1) Current Residents of Green Acres. All current residents within Green Acres shall have first priority to transfer to another unit within Green Acres.
- (2) Military Affiliation. All applicants with past or present military affiliation shall have second priority. Such affiliation shall require submittal of proof of military identification or DD214.
- (3) Government Employees. All applicants currently employed with a government agency shall have third priority.
- (4) All other applicants. All other applicants shall have fourth priority.

# DRAFT POLICY

**GREEN ACRES POLICY AND PROCEDURES MANUAL**

**Adopted 09-25-19**

**Resolution #JPA 19-23**

The purpose of this policy manual is two-fold. First, operating personnel use this manual as a reference guide. Secondly, managers can use it to streamline administrative functions and responsibilities.

This manual consists of six (6) sections, each designed to interlock with the others. Each section consists of responsibilities, possible objectives and requirements.

**I. CUSTOMER SERVICE**

**II. MARKETING AND LEASING**

**III. MAINTENANCE**

**IV. ADMINISTRATION**

**V. ACCOUNTING AND REPORTING**

**VI. CONSTRUCTION STANDARDS**

Administrative revisions to the text can be made at any time. All such requests shall be submitted and reviewed by the March Joint Powers Authority Executive Director for approval.



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**ABBREVIATIONS:**

- Executive Director – (ED)
- ~~Operations Director – (OD)~~
- ~~Executive Management – (EM)~~
- ~~Administrative Property Services Manager – (APSM)~~
- ~~Property Management Associate – (PMA)~~
- ~~Accounting Department – (AD)~~
- ~~Finance Director – (FD)~~
- Property Manager (PM)
- Accounting Technician – (AT)
- ~~Maintenance Department – (MD)~~
- Maintenance Staff – (MS)

---

## **I. Customer Service**

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### **SECTION 1.1 - RESIDENT RELATIONS**

#### **REQUIREMENTS**

Overall Program - Sets goals for any program that are reasonable, specific, and measurable. Develop a plan based on set goals and detail in the appropriate section of those plans. Any programs may be subject to change annually, as a minimum, based on budget approval.

Resident Relations - Schedule routine Resident visits and or resident "events" as budget allows.

Subject to market conditions - contact Residents with expiring leases 6 months in advance of lease termination.

### **SECTION 1.2 - RESIDENT VISITATION**

#### **REQUIREMENTS**

Conduct annual inspections of the home to ensure smoke detectors and carbon monoxide detectors are in proper working order.

Maintain dates and results of visits in network drive under each respective home.

Conduct visits as situations arise or as allowable under Fair Housing laws, Practices and Regulations.

### **SECTION 1.3 - RESIDENT COMMUNICATIONS**

#### **REQUIREMENTS**

Place literature or newsletters as developed on property bulletin board located at centralized mailbox area and/or email text or mail hard copies to residents if situation warrants.

Email announce community events and communications as warranted.

### **SECTION 1.4 - RESIDENT MOVE IN/OUT PROCEDURES**

#### **REQUIREMENTS**

Checklist from move-in to be utilized for move-out as well and to be filed in Resident's lease file. JPA Property Management Staff to take detailed move-in/out photos. Complete and forward move-in/out notification form to Accounting to commence billing/close account with summary of all charges for move-in and within 21 days of move-out.

### **SECTION 1.5 - RESIDENT CONTACT LIST**

#### **REQUIREMENTS**

Update electronic property management software and Microsoft Outlook address database lists upon move in/out of Residents: changes in contact name, telephone number and e-mail.

Distribution-Management. Never give list to anyone other than to Emergency Services (IE. Police, Fire, Ambulance Service, etc.) without the JPA Property Management Staff's approval and Executive Director's notification.

## **SECTION 1.6 - COMMUNITY RELATIONS**

### **REQUIREMENTS**

Notify Residents of any upcoming community events that may affect property, including Base activities and exercises.

## **SECTION 1.7 - PROPERTY INSPECTIONS**

### **REQUIREMENTS**

Monthly - Property Management Staff - Walk or drive all common areas - grounds, parking areas, gate equipment, street and pathway lighting, etc.

Monthly or Quarterly meetings and inspections to be held with JPA Maintenance staff.

Semi-Annual meetings and needed inspections with repair, landscape, janitorial, electrical and/or plumbing contractors, if applicable.

Annual - Schedule and walk-through each home to assess any necessary repairs due to resident neglect or abuse as well as any from general deterioration.

Inspection Methods - Informal walking tour, driving or physical inspection - Complete checklist format with comments.

Follow-up-

- Create work orders on all repairs.

- Distribute to respective vendors/contractors or maintenance staff for scheduling and completion.

- Follow up with vendors to ensure repair items are complete (if applicable).

- Follow up with resident on prior inspection to determine if work has been complete.

### **Work Orders/Service Requests**

When a Resident comes in with a problem concerning their unit or the property, have them fill out a service request form (can be completed and submitted via March JPA website). Input request in property management software. Put Work Order number on top right-hand corner of request form. Give all Service Requests to PMA.

If a Resident would like to speak to the PMA regarding their concern, they will need to fill out a service request form while the PMA and the PSM are located. If no one from Property Management is available to meet with them, schedule a time for them to come in or arrange a phone call.

When a Resident calls in with property issues, fill out the service request form for the resident. In Signature portion, note that the request was phoned in and the time and

date the phone call was received. Input request in property management software. Put Work Order number on top right-hand corner of request form. Give all Service Requests to PMA.

Once PMA has assigned vendor, if applicable, add vendor to work order in property management software and file work order in that contractors file, located at the reception desk. For work orders assigned to JPA Maintenance staff, add to MJPA Work Order log (work with Maintenance staff to schedule resident appointments).

Each morning PMA and staff check MJPA Work Order log for any completed items.

As work orders are completed by vendors update work order in property management software with completed work summary.

All completed work orders from vendors and JPA staff will need to be filed in Unit file located in the PMA office.

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## **II. Marketing and Leasing**

### **SECTION 2.1 - MARKETING PRESENTATIONS**

#### **REQUIREMENTS**

Provide upon appointment or on an as-needed basis.

Update JPA website with pictures, floorplans and property information (as needed).

All materials must be approved by A/PSM.

### **SECTION 2.2 - FLOOR PLANS**

#### **REQUIREMENTS**

The Floor Plan details will have information regarding size of the homes and general layout of each model.

Ensure copies of floor plans are available for distribution, if needed.

### **SECTION 2.3 - LEASE FILES (ORIGINAL HARD COPY)**

#### **REQUIREMENTS**

Maintain original Resident Lease files by address according to Fair Housing standards. Copy of lease only is to be kept in a location of the office that is accessible to all pertinent personnel (PMA office in active lease files).

Each Resident file should contain the following (not inclusive): Lease Documents. Billing/Accounts Receivable. Correspondence. Completed Service Work Orders/Maintenance Requests.

Review all files and dated materials stored in the designated areas on an annual basis.

Purge the Lease file from the system based on the retention schedule or upon termination of a Lease or as applicable by law and Fair Housing Standards and Practices.

Maintain database of Residents' lease expirations in property management software.

### **SECTION 2.4 - PUBLIC RELATIONS**

#### **REQUIREMENTS**

Develop and implement written crisis communication & operational communication programs to include specific individuals designated depending upon circumstances.

Provide updated list annually by email to each active resident and post list in bulletin board, if available.

### **SECTION 2.5 - PROSPECT DEVELOPMENT**

#### **REQUIREMENTS**

Advertise at property, locally in stores, newspaper publications and on JPA website.

## SECTION 2.6 - PRESENTATION AND PROMOTIONAL MATERIALS

### REQUIREMENTS

Update as needed.

Maintain on website.

## SECTION 2.7 - STANDARD LEASE DOCUMENTS

### REQUIREMENTS

Review regularly for changes in Fair Housing practices, the law and market, and submit changes to the Legal Counsel for review and guidance.

Any updates required by law must be approved by ~~A-PSM~~ or EM.

The JPA Property Management Staff is to meet annually to review all leases and approve updates. For immediate update requirements staff can meet as necessary.

## SECTION 2.8 – LEASE DOCUMENTATION AND PROCESSING

### REQUIREMENTS

The following narrative describes, but is not limited to, the lease process from the submission of a lease application to the receipt of a signed lease from the Resident:

- Provide Qualifications Guidelines and Lease Application to a qualified prospect.
- Accept all paperwork with credit check fees prior to processing.
- Process application, reference checks (employment, prior rental history), financial and credit check information and a full criminal background check.
- Review financial and credit information prior to final negotiations.
- Provide application packet with routing slip and all backup and terms and conditions of the lease to ~~A-PSM~~ PM with approval or denial for final review and approval/denial by ~~EM/OD~~ PM.
- If the terms and conditions change from the original proposed lease, then revise the new lease proposal to incorporate the new terms and conditions and reroute to ~~A-PSM~~ PM.
- ~~PM~~A notifies new resident of approval/denial and provides information regarding funds needed for deposits and rents to resident, if approved.
- ~~PM~~A verifies all deposit/ rent funds are cleared prior to drafting lease.
- The ~~PM~~A generates and submits a standard lease document incorporating the approved terms and conditions to A/PSM, ED or OD with then provide final execution.
- Any significant issue will be submitted to the ~~A-PSM~~ or ED or AD for review and/or approval/denial.
- Upon approval and execution of lease, ~~PM~~A schedules appointment with new resident to sign all lease documents and provide move-in package. Each lease proposal must contain all standard disclaimer language with applicable addendums, attachments and exhibits.
- All documents must be executed by all parties.

### New Move-In Procedure

PMA – set up account and one-time/recurring charges in property management software.  
Receptionist – can accept payments once charges are established in property management software.

## **SECTION 2.9 - CREDIT APPROVAL**

### **OBJECTIVE**

To clearly understand the financial viability and credit history of each Resident signing a new lease, change of lease, or a renewal lease, and to determine what, if any, security should be posted and whom, if anyone, must guarantee lease.

Fair Isaac and Company (FICO) score must be a minimum of 625 for each application received. All FICO scores below 625 must be reviewed by ED for merit based determination.\*\* JPA will accept co-signor/guarantor applications for anyone who may have been denied on a rental application, subject to several requirements.\*\*

No evictions, open Bankruptcies or debt owed to a property management company and/or landlord will be accepted.

### **REQUIREMENTS**

Analyze the financial and credit worthiness and payment information with trend analysis of cash, debt (short and long-term) and capability to pay rent and all utility charges that are applicable. Applicants must have no evictions. JPA requires first months rent, security deposits that may include additional deposits (if applicable).

If an applicant does not have a SSN, they cannot be denied on that basis. Credit must be obtained using their name, date of birth and address information. SSN section is entered as 000-00-0000 or blank depending on the credit report agency's software.

\*\*All above actions are based upon, but not inclusive of, "GREEN ACRES RESIDENT ACCEPTANCE CRITERIA POLICY" Adopted 01-19-2011 (located at JPA offices in Policy Binder)

## **SECTION 2.10 - LEASE ACTIVITY REPORT**

### **REQUIREMENTS**

Utilize and incorporate a standard format into the Monthly Property Report from the property management software.

Front Office Assistant/Receptionist to distribute report to PMA and A/PSM by the 6<sup>th</sup> of each month.



## **SECTION 2.11 - TRAINING/CONTINUING EDUCATION**

### **REQUIREMENTS**

Property Management staff, including maintenance staff may be required to attend any classes required by state law. Classes and/or conferences must be in the approved annual budget.

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### **III. MAINTENANCE**

#### **SECTION 3.1 - LIFE SAFETY SYSTEMS**

##### **REQUIREMENTS**

Annual (at minimum) in-house inspections and testing of smoke detectors.  
Ensure maintenance staff and/or vendors have replaceable items on vacancy checklist.

#### **SECTION 3.2 - PREVENTATIVE MAINTENANCE MANAGEMENT PLAN-EQUIPMENT**

##### **REQUIREMENTS**

Maintenance Staff will implement a preventative maintenance system addressing all structural, mechanical, and cosmetic aspects of each piece of equipment used in Green Acres. Servicing, adjustments, and testing information shall be obtained from equipment operational manuals, technical bulletins, and/or recommendations of competent technical personnel. All preventative maintenance will be adequately documented.

#### **SECTION 3.3 - VENDOR DIR, LICENSE AND INSURANCE**

##### **REQUIREMENTS**

All vendors/contractors or anyone working on-site must provide proof of DIR, if applicable, business license and all required insurances and dates of expiration.  
Keep the original of all licensing and permits in a fire-proof and secured cabinet.

#### **SECTION 3.4 - INVENTORY CONTROL**

##### **REQUIREMENTS**

Develop and implement an inventory system that identifies critical parts, maintains all necessary vendor information to permit emergency procurement, maintains historically adequate inventory of critical lead time parts, and provides for the security and accountability of the inventory.

#### **SECTION 3.5 - ACCESS CONTROL**

##### **REQUIREMENTS**

Ensure maintenance and/or immediate repair of all access control equipment at gate entrance and exit gate and any supplies as needed. Ensure collection and deprogramming the access cards from Residents that have vacated.  
Do not distribute vendor or JPA gate access codes to any outside parties or residents.

## **SECTION 3.6 - ENVIRONMENTAL ISSUES**

### **REQUIREMENTS**

Ensure all residents have applicable hazards disclosures and lease addendums at move in. Utilize contractors/vendors with experience in handling hazardous and dangerous materials and working in historic homes.

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## **IV. ADMINISTRATION**

### **SECTION 4.1 - WORK ORDER SYSTEM (VENDOR AND JPA MAINTENANCE STAFF)**

#### **REQUIREMENTS**

PMA will record all incoming resident service work order requests and enter the information into the property management software.

Each work request, both work specific to the property and resident work requests, is then documented on the Service/Work Request form (date the request was taken and identify the work to be performed and contact name and number) by a member of the property management staff.

Property Management or Maintenance staff will reconcile the work orders on a weekly basis. All billable items to residents will be itemized and given to the Accountant for posting and invoicing and Property Management staff posts in property management software on residents account.

The staff member who performs the required task(s) completes the form (date, time, and materials) then form will be scanned into the network drive file for each corresponding home. Shred upon scanning.

### **SECTION 4.2 - SERVICE CONTRACT ADMINISTRATION**

#### **OBJECTIVE**

To ensure a comprehensive analysis of all Professional Service Agreements, specifying all pertinent economic and service details of each contract (i.e., commencement and renewal dates, costs, services to be performed, etc.). These Professional Service Agreement files should be accessible to all for review.

#### **RESPONSIBILITY**

The PMA shall be responsible for maintaining Service Agreement folders that shall contain executed copies of any applicable current contracts. The original files shall be kept in the Clerk's file files in the A/PSM's office.

A comprehensive list of all the service contractors, contact names and phone numbers, the corresponding service(s) provided, and contract expirations should be incorporated into the JPA file directory and property management software. Additionally, information regarding service contract billing should also be noted.

#### **REQUIREMENTS**

Include all service contracts in the Professional Services Agreements folders.

Stagger contract expiration dates to minimize the stress generated from a multitude of contracts expiring and being renewed or bid simultaneously.

### **SECTION 4.3 - RECYCLING/WASTE REMOVAL**

#### **REQUIREMENTS**

If chosen to do so, residents are to be supplied with waste (individual charge) and recycling (separate charge) receptacles and dispose of the materials in the appropriate, designated containers assigned.

No waste is to be set on the ground next to the waste containers. If trash is not properly disposed of by the residents (i.e. in the assigned container(s), resident will be charged for removal by the JPA).

### **SECTION 4.4 - LANDSCAPING AND GROUNDS MANAGEMENT**

#### **REQUIREMENTS**

JPA to bid and/or negotiate contract a minimum of every three (3) years.

Conduct weekly property reviews with the landscaping account representative and bi-weekly with members of the Property management staff.

Keep a maintenance log of the property inspections and all subsequent items that were discussed.

Include the provision for the immediate disposal and replacement of damaged or dying items in maintenance department files.

### **SECTION 4.5 - AUTHORIZATION LEVELS**

#### **REQUIREMENTS**

Executive Management is responsible for setting the approval/authorization limits for each staff member that is authorizing property expenses.

A/PSM authorizes administrative staff and PMA to accept/receive and post rent and late or service fees payments in property management software.

Property Management staff will provide daily report of all monies received (if applicable).

PMA and/or A/PSM approve final posting of fees to property management software after review of final monthly report.

### **SECTION 4.6 - RISK-MANAGEMENT**

#### **REQUIREMENTS**

Track claims.

Provide information of insurance providers listing, type, deductible, and coverage period.

Work directly with FD for claims against the JPA that may arise within the property boundaries

## **SECTION 4.7 - INCIDENT REPORTING/INSURANCE CLAIM FORM**

### **REQUIREMENTS**

Develop and utilize a standard Incident Reporting Form by all personnel. Additionally, a standardized routing procedure should be implemented so that key management personnel are kept informed. Incident Reports should be kept on file for a minimum of seven (7) years. A/PSM must be notified of all "incidents" and potential or actual claims. Submit incident report to the PERMA via FD.

## **SECTION 4.8 - CERTIFICATES OF INSURANCE AND WORKERS COMPENSATION**

### **REQUIREMENTS**

Identify and communicate to all vendors performing work the required coverage and the name of the March Joint Powers Authority as additional insured. A Sample Certificate of Insurance should be completed and faxed or emailed to the JPA offices Attn: PMA. Maintain a tickler file in property management software and update annually for vendors so that notification can occur regarding vendors with expiring Certificates of Insurance. DIR and business license's and when they are to be renewed prior to expiration. No service contractor is to be allowed to perform any work on the property until they have supplied evidence of the required Certificate of Insurance with Workers Compensation coverage, business license and DIR, if applicable. The PMA is responsible for maintaining the Certificate of Insurance and Workers Comp proof files for all service providers on the property.

## **SECTION 4.9 - JPA PERSONNEL RULES AND REGULATIONS AND POLICIES**

### **REQUIREMENTS**

Develop and distribute the office JPA Personnel Rules and Regulations and policies to the staff under separate cover. These shall include office hours, employee conduct, harassment, appearance, behavior, lunch breaks and lunch area policies, overtime authorization procedures, processing of vacation requests, contact required to be made when out ill or with personal emergencies, employee benefits administration, emergency procedures, confidentiality requirements, disciplinary process, and resolution procedures, etc. Ensure that all employees receive a copy of both and return a Receipt of Acknowledgment Form to be filed in their personnel files.

## **SECTION 4.10 - MANAGEMENT OFFICE HOURS**

### **OBJECTIVE**

To establish and maintain communication to all residents of the JPA hours of operation and emergency contact information when needed.

**RESPONSIBILITY**

JPA Property Management Staff.

**REQUIREMENTS**

Post JPA hours of operation at bulletin board. distribute list to new residents with all contact information included for maintenance and property management staff.

In the event of an after-hours emergency or need, the resident will notify the JPA Property Management Staff's cellular telephone.

Administrative/Property Services Manager - Carey Allen (951) 378-3246

Property Management Associate - Brittney Escandon (909) 815-6776

All members of the Green Acres management staff carry cellular telephones. The JPA Property Management Staff makes certain that ample personnel are available to report to the property on any given holiday in the event of an emergency.

**SECTION 4.11 - FILE MANAGEMENT STANDARDIZATION**

**RESPONSIBILITY**

JPA Property Management Staff.

The PMA is responsible for the organization and maintenance of the on-site Resident, vendor, and correspondence files.

**REQUIREMENTS**

Establish and maintain separate files for the various aspects of the property (Resident, Vendor, Account Payables and Receivables, and Correspondence). File resident files by the home address. Files should be kept in a location in the office that is accessible to all pertinent personnel but remain locked after business hours. Each residents file should, at minimum, contain the following sections: Lease Documents, Photos, Billing/Accounts Receivable, Work Order(s), Correspondence.

Review all files and purge dated materials to the JPA storage room or shed as new tenancy occurs.

Retain an executed original of all resident lease documents in addition to the files kept on-site for the JPA, Accounting and Legal Counsel for the duration of time applicable by law and Fair Housing standards.

**SECTION 4.12 - FILE RETENTION**

**OBJECTIVE**

To ensure that records are maintained in good condition for the period of time required by law and/or Fair Housing standards/requirements and practices.

**RESPONSIBILITY**

Property Management Associate, A/PSM.

**REQUIREMENTS**

Maintain all accounts payable, expired and terminated resident files, and contractor/vendor files on-site for a period of seven (7) years or as otherwise stated by Legal Counsel or JPA retention schedule or by Fair Housing standards/requirements.

**SECTION 4.13 - SECURITY****OBJECTIVE**

To ensure the health and safety of the property and residents while minimizing the properties' potential exposure for negative publicity and/or liability or criminal activity.

**RESPONSIBILITY**

Moreno Valley Police Department as contracted with Riverside County Sheriff's Department.

**REQUIREMENTS**

Contact 911 in an emergency or MVPD (951) 486-6855 if non-emergency situations arise.



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## **V. ACCOUNTING and REPORTING**

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### **SECTION 5.1 - BUDGET**

#### **OBJECTIVE**

To provide a benchmark for the operations of the property.

#### **RESPONSIBILITY**

A/PSM and JPA Property Management Staff.

#### **REQUIREMENTS**

Accounting provides Property Management staff with past years budget and any projected budget for upcoming year in report format.

Property Management staff will prepare budget based upon projections and current balances. Begin budgeting process in or around May with preliminary planning, the first draft due date by May 20<sup>th</sup> of each year for the new fiscal year or as specified by Accounting. First draft given to FD and EM to review and edit, if necessary. Budget reviewed by A/PSM, Finance Sub-Committee, EM and FD.

Mid-year budget adjustments that may be necessary should be prepared by January 30<sup>th</sup> of each year with review to the same staff as annual budget. All presentations of budget materials will include the latest reforecast for the current year. Explanations of the changes from the original plan to re-forecast and re-forecast to next year budget must be included.

Coordinate the budget process with the assistance of FD. Property Management is responsible for producing the following sections: operating expenses, income projections operating expense, pass-throughs, and capital expenditures.

### **SECTION 5.2 - BALANCE SHEETS**

#### **REQUIREMENTS**

Review the balance sheet monthly and reconcile all accounts at a detailed level. Various spreadsheets are to be included in the monthly reporting package. Each and every balance on the balance sheet should have a reconciliation performed. It is also recommended to compare balances to the prior month for reasonableness as a review step.

### **SECTION 5.3 - INCOME STATEMENT**

#### **OBJECTIVE**

To provide an accurate statement representing the financial operations for the current month and year-to-date operations in relationship to the annual budget and the latest reforecast or purchase pro-forma.

#### **RESPONSIBILITY**

JPA Finance Director.

## **REQUIREMENTS**

Produce monthly reports in conjunction with the financial package. The report can be run from the accounting software utilized unless special requirements are communicated.  
Conform the categories presented to those on the approved budget summary.

## **SECTION 5.4 - CHART OF ACCOUNTS**

### **OBJECTIVE**

To ensure comparability of transactions within the Green Acres portfolio and to provide sufficient separation of activity to report.

### **RESPONSIBILITY**

JPA Finance Director.

### **REQUIREMENTS**

Submit monthly or as needed.  
Establish specific chart of accounts requirements and limitations.  
Any changes are to be communicated to EM and A/PSM.  
Chart of Accounts will be replaced annually and provided to the Property Management staff.

## **SECTION 5.5 - GENERAL LEDGER SYSTEM**

### **OBJECTIVE**

To provide financial history for all financial events occurring during the month.

### **RESPONSIBILITY**

JPA Finance Director.

### **REQUIREMENTS**

Submit monthly to JPA Property Management Staff.  
Post all accounting transactions to the general ledger on a monthly basis from the AP, AR, and any other subsystems. Utilize the current JPA accounting software and Green Acres (GA) Property Management database/software. It is important to utilize proper coding descriptions for all general ledger and account payables transactions in JPA software (e.g., utilities should include period covered). Be sure the general ledger is in balance.  
This may not be readily apparent with all accounting systems since JPA and GA software may not work in conjunction.  
Reconcile any discrepancy's monthly with A/PSM and Finance/Accounting staff to ensure both systems are balanced.

## **SECTION 5.6 - CASH FLOW REPORTING**

### **OBJECTIVE**

To provide projections of property cash flows to assist in cash management activities.

**RESPONSIBILITY**

JPA Finance Director.

**REQUIREMENTS**

Submit monthly (with monthly report).

The monthly report contains a Statement of Cash Flows which satisfies the monthly requirements. Quarterly, a projection of cash flows is performed that includes a 90-day projection of cash needs compared to original budget.

**SECTION 5.7 - CASH MANAGEMENT – RECEIPTS**

**OBJECTIVE**

To provide control of all cash received.

**RESPONSIBILITY**

JPA Finance Director.

The Finance Director is responsible for overseeing all banking relationships in accordance with any requirements established by the March Joint Powers Commission.

**REQUIREMENTS**

Where applicable, rents are mailed from the residents directly to the JPA offices or hand delivered or in the after-hours drop box located at the JPA hours. A log is maintained documenting the monies received in GA software. All property receipts are given to Accounting along with a report stating all residents' account balances.

**Payment Receipts – (Full procedures can be found at front desk)**

**Payment Receipts**

As residents come in with rent or utility payments, they will need to be entered into the property management software.

After printing receipt and giving the resident one copy, attach "File copy" receipt to the payment and place into black "Rents" folder (can be found at Reception desk).

At the end of each day, rent receipts will need to be deposited.

After deposit has been entered give to the AT.

**SECTION 5.7A - CASH MANAGEMENT – DISBURSEMENTS**

**OBJECTIVE**

To provide control over cash disbursed at the property through adequate controls over the disbursement of property funds and to minimize or eliminate the possibility of loss

**RESPONSIBILITY**

JPA Finance Director.

**REQUIREMENTS**

Establish separation of duties for the disbursements of property funds. All invoice entry is performed by the Accounting department staff.

Checks are printed by the AT or FD. Check signing is performed by the Executive Management.

**SECTION 5.8 - CASH RECEIPT**

**RESPONSIBILITY**

JPA Finance Director.

**REQUIREMENTS**

NO CASH IS ACCEPTED UNDER ANY CIRCUMSTANCES FOR GREEN ACRES.

**SECTION 5.9 - WATER BILLING**

**OBJECTIVE**

To properly bill residents for water expenses.

**RESPONSIBILITY**

Accounts Receivable. JPA Property Management Staff.

**REQUIREMENTS**

Update as rates increase by Western Municipal Water District at a minimum.

Maintain records of all resident direct billing of water.

Maintain a spreadsheet that calculates water costs based on the current month billing.

Determine monthly billing using the following formula: (total monthly bill ÷ property total square footage × individual house square footage = individual house monthly water bill).

Water bill payments are due by the 15<sup>th</sup> of each month.

Accounts Receivable will generate a monthly billing statement for each home to be mailed by the last day of each month.

**SECTION 5.10 - RESIDENT BILLINGS**

**OBJECTIVE**

To provide notification of current amounts due from the residents and to assist in the timely collection of rents through proper billing documentation.

**RESPONSIBILITY**

JPA Property Management Staff/Accounting Technicians

**REQUIREMENTS**

Provide monthly rental billings by the 20th of each month. Include in the billings all current month recurring rental charges as well as any other billings such as late fees, water and resident charge-back work orders. Retain the resident statements for a period of 2 to 3 months such that if any resident questions arise, both the resident and A/PSM and

PMA will have the same document in question. Statements older than 6 months can be discarded as all statements are still viewable electronically in JPA accounting software. No billing to the resident's account should occur without properly executed lease.

#### Recurring Payments and Recording

Front Office Staff –

- Intake & recording of payments that satisfy existing charges in GA software
- PMA to generate a daily report of recurring charges deposited
  - o Provided to Finance Dept

#### Monthly Charges- (From Front Office Procedures Binder)

Each month Rent, Water Charges and Late Fees need to be posted.

By the 20<sup>th</sup> of each month Rents for the next month will be posted. Before charging any residents rent, move-outs and move-in's will need to be confirmed with the PMA. The PMA should have already posted any prorated rent amounts for those residents. After move-ins and move-outs are confirmed, PMA will print a rent and water report. PMA will initial that report and give it to the AT(s).

On the 6<sup>th</sup> day of each month late fees will need to be charged for anyone who did not have their rent turned in by the end of the 2<sup>nd</sup> day of each month and their water in by the 5<sup>th</sup> day of the month. A late fee report will need to be printed, initialed and submitted to the AT(s).

Maintenance charges will be given to front office staff from the AT as instructed by the PMA or the A/PSM. A separate approval of these items is not required. Post charge to resident account and mail invoiced provided by the AT.

#### SECTION 5.11 RESIDENT CHARGE-BACKS

##### **OBJECTIVE**

To assure that all work authorized and goods purchased and installed due to resident damage are properly charged and tracked.

##### **RESPONSIBILITY**

JPA Property Management staff.

##### **REQUIREMENTS**

Copy and forward all resident reimbursements to the JPA to the Accounting Department. Log the charges to GA software recording the house number, resident, vendor, date, and amount. Property Management or front office staff to check and update all work orders against the log(s).

## **SECTION 5.12 - SECURITY DEPOSITS**

### **OBJECTIVE**

To record and maintain accurate records of all security deposits held. To release deposit at lease termination after property inspection and any charges have been deducted.

### **RESPONSIBILITY**

JPA Property Management Staff/ JPA Finance Department.

### **REQUIREMENTS**

Record upon receipt of deposit or move-out of resident.

Collect security deposits at the time the lease is signed by the resident. Clearly note on the check all security deposits received as "security deposit for house number #\_\_\_."

Deposit the security deposit after approval of the lease, and the payments are recorded to the resident's GA software lease file via the GA accounting and JPA software systems.

Request all residents vacating to have the move-out notification form completed and turned in 30 days prior to their departure.

After move-out inspection, create summary statement in GA software which will indicate any portion of the deposit to be held for property damages. Before releasing the deposit, an outstanding receivable report should be prepared identifying any unpaid charges, and appropriate deductions from the resident's deposit should be made.

Monthly, the bank statement is reconciled to the general ledger and any differences are resolved.

Any outstanding balance after security deposit is applied will be directly billed to resident at the forwarding address provided at move-in. A letter stating the amount due with charges explained will be drafted and sent to the past residents' forwarding address provided (if any). Past resident will be given 30 days to pay outstanding amount due. If payment arrangements cannot be initialized with past resident, staff will draft Notice of Collection. If no response is received, JPA Property Management Associate will refer the account to a collection agency to proceed with collecting outstanding amount due and report to credit agencies.

If rent is paid late and late fees or other charges are incurred, resident will be notified that subsequent payments will be credited first toward the account's outstanding balance, i.e. late charges, maintenance charges, water bills etc. and then the rent charge will be due. If needed, a payment plan can be arranged and approved through the A/PSM and/or EM.

## **SECTION 5.13 - AGED RECEIVABLES REPORT**

### **OBJECTIVE**

To produce an accurate report detailing delinquent balances by resident and billing code in order to facilitate collections and determine the probability of same.

### **RESPONSIBILITY**

Finance Department.

## **REQUIREMENTS**

Include in monthly report prepare as needed.

Prepare to determine delinquencies for collections as needed. The aged accounts receivable report is prepared off the system at month end and balances are outlined with any comments added for each amount outstanding. Prepaid balances are listed separately. This monthly review should be utilized to follow up on any balances that may remain.

Prepare spreadsheet for subsequent review by the JPA Property Management staff for inclusion in the monthly report to the ED and A/PSM.

Notify resident of delinquent balance via certified letter with explanation that the next regular month's rent will be used toward past due amounts until brought current thereby making that current month's rent immediately deficient. Should the rent not be paid by the 5<sup>th</sup> of that current month, a three day notice to pay or quit will be posted and sent by certified mail.

Any balance not paid for more than 90 days will be cause for immediate quit or pay notice and the eviction process to be implemented should the resident not pay within the three days.

## **SECTION 5.14 - COLLECTIONS**

### **OBJECTIVE**

To assure the timely collection of rents due in accordance with the lease agreement in effect.

Additionally, to enforce late fees when applicable to offset collection costs and encourage timely payments. Collections will be initiated when all other means of collecting past due amounts or late fees or past rent have been exhausted and/or when it is a past resident and no response has been received within the required 30 days.

### **RESPONSIBILITY**

JPA Property Management Staff/Accounting Department.

### **REQUIREMENTS**

Current Residents full rent:

Three Day Notice posted and mailed on 6<sup>th</sup> of each month.

Send to eviction 3 days after (depending on weekends or holidays when counting 3 days).

Current resident partial balances (i.e. late fees or water).

PMA to send delinquent residents a copy of their statement on the 6<sup>th</sup> of each month.

PMA to obtain a promise to pay date from Resident.

Miscellaneous work orders and miscellaneous delinquent charges other than base rents are actively pursued after they become thirty (30) days' delinquent.

The Accounting Department notifies PMA who then prepares notices and appropriate back up support to facilitate collection.

A second letter is sent after thirty (30) days if non-payment continues. A letter will be sent to any resident who is consistently paying the wrong amount in order to notify them that their monthly balance needs to be paid in full and correctly each month no overages and no underpayments.

Former tenants – see Section 5.12 Security Deposits.

## **SECTION 5.15 - LEGAL SERVICES FEES**

### **OBJECTIVE**

To obtain competitive legal fees for nature of service rendered.

### **RESPONSIBILITY**

JPA Property Management Staff/EM.

### **REQUIREMENTS**

Limit legal services to specific property management issues and resident defaults. Legal services outside of those stated above must have approval of the A/PSM and EM. Obtain authorization prior to utilizing outside services for issues not approved.

## **SECTION 5.16 - WRITE-OFF**

### **OBJECTIVE**

To eliminate uncollectible balances from the assets of amounts exceeding \$250.

### **RESPONSIBILITY**

A/PSM and ED.

### **REQUIREMENTS**

Review after exhaustion of collecting has occurred. all legal efforts have been utilized and completion of asset search.

Attempt all collection efforts available. If all efforts are unsuccessful, then a write-off request is submitted to the A/PSM or ED identifying the Resident and nature of uncollectible charges with an explanation of what attempts have been made to date to collect charges.

The Property Management Staff is provided final approval/denial from ED prior to recording the bad debt and removing from assets or retaining the amount on aging report. If amount is to be written off, PMA to update residents file in software with action of changing tenancy to evicted instead of past evicted. This removes the balance from software and stops any further charges from accruing.

A copy of all documentation is also provided to Accounting for updating JPA accounting software.

All hard copies are retained in stored lease file under residents' name.

## **SECTION 5.17 - LITIGATION**

### **OBJECTIVE**

To minimize damages through legal channels.

### **RESPONSIBILITY**

JPA Property Management Staff.



**REQUIREMENTS**

Refer all questioning, papers served, etc., to legal counsel.

For any slip and fall injury also copy general liability insurance carrier (PERMA).

**SECTION 5.18 - VENDOR TAX IDENTIFICATION NUMBER & INSURANCE**

**OBJECTIVE**

To comply with tax regulations in regard to vendor payment.

**RESPONSIBILITY**

JPA Property Management Staff.

**REQUIREMENTS**

Obtain W-9 prior to new vendor payment.

Contact the vendor to obtain its tax identification number and nature of its business form (i.e., contractor, partnership, corporation). A W-9 form request is sent to the vendor for its completion and return. Forward the form to the Accounting for adding to JPA accounting software.

Update GA software with Vendor Tax ID.

Accounting to retain W-9 forms provided by vendors.

**SECTION 5.19 - PURCHASING**

**OBJECTIVE**

To control the authorization of the purchase of goods and services to achieve the lowest operating costs while maintaining the historic nature of the homes and property.

**RESPONSIBILITY**

JPA Property Management Staff.

**REQUIREMENTS**

Regulate the control of purchasing at several levels.

Obtain approval from A/PSM for purchasing anything in any amount over \$1,000.

Any rebates or credits are to be received directly by the JPA/Green Acres. No employee of the JPA is to receive any personal benefits from agreements entered into on behalf of the property.

Expenditures from the Green Acres Petty Cash Fund are not to exceed \$100 per purchase and must be supported by a paid invoice or a receipt. Any amount chargeable against a specific agency must be approved by the Custodian and the Accounting Department. The Petty Cash Fund is an imprest fund, meaning that the fund must always remain at the same value.

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## **VI. CONSTRUCTION STANDARDS**

---

### **SECTION 6.1 - BUILDING STANDARDS**

#### **OBJECTIVE**

To ensure the quality and integrity of the historic property and ensure compliance with all State regulatory requirements under the State Historic Preservation Office and March Field Historic District.

#### **RESPONSIBILITY**

JPA Property Management, Maintenance and all vendor staff.

#### **REQUIREMENTS**

Work with Historic Preservation Manual to develop and implement a complete and comprehensive program of Building Standards in Green Acres. The program must address all materials and procedures where appropriate, to maintain consistent and optimum levels of finish and construction throughout the property. Implement Standard Building Rules and Regulations that comply with State Historic Preservation guidelines. Any guidance on capital projects or any project not already addressed in the historic manual that may alter the appearance or integrity of the historic nature of the property must be reviewed by State Historic Preservation Property (SHPO) and/or contracted Historic consultant.

### **SECTION 6.2 - PROJECT PROCESS**

#### **OBJECTIVE**

To ensure authorization of any capital funds expended.

#### **RESPONSIBILITY**

A/PSM and Executive Management.

#### **REQUIREMENTS**

Specifically identify each capital improvement project in the annual approved budget. Ensure SHPO and JPA planning processes are thoroughly adhered to and maintenance manual is followed.

**RESOLUTION # JPA 19-23**

**A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE  
MARCH JOINT POWERS AUTHORITY APPROVING THE POLICIES AND  
PROCEDURES MANUAL FOR GREEN ACRES**

**WHEREAS**, the March Joint Powers Authority ("Authority") is a joint powers agency created by a joint powers agreement dated September 7, 1993 to act as the federally recognized reuse authority, local land use authority, redevelopment agency and airport authority for the former March Air Force Base; and

**WHEREAS**, the Authority is comprised of the County of Riverside, the City of Riverside, the City of Moreno Valley, and the City of Perris; and

**WHEREAS**, approximately 6,500 acres formerly known as the March Air Force Base was placed under the jurisdiction of the Authority pursuant to the Retrocession of Legislative Jurisdiction from the United States, recorded in the County of Riverside on May 17, 1996, and Chapter 663 of the Statutes of 1996 of the State of California, effective on September 19, 1996; and

**WHEREAS**, the Authority is the owner of certain real property located at southwest the corner of Riverside Drive and Meyer Drive in the City of Riverside, County of Riverside, State of California, know as Green Acres consisting of 111 single family homes many with garage units ("Green Acres"); and

**WHEREAS**, the March Joint Powers Commission of the March Joint Powers Authority ("Commission") desires to establish objective policies and procedures for staff to continue to effectively manage the Green Acres homes and to ensure compliance with legal and regulatory requirements; and

**WHEREAS**, the Commission wishes to adopt the "Policies and Procedures Manual for Green Acres" attached hereto as **Exhibit A** and incorporated herein by this reference for the purposes set forth herein; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE MARCH JOINT POWERS  
COMMISSION OF THE MARCH JOINT POWERS AUTHORITY DOES  
HEREBY RESOLVE AS FOLLOWS:**


**SECTION 1.** Based on the entire record before the Authority and all written and oral evidence presented to the Authority, the Commission hereby approves the "Policies and Procedures Manual for Green Acres" as shown on the attached **Exhibit A**, attached hereto and incorporated herein by this reference.

**SECTION 2.** The Commission hereby authorizes and directs the Executive Director, or his or her designee, to make any necessary future amendment to the Policies and Procedures Manual for Green Acres upon review of the Authority's Legal Counsel for legal sufficiency.

**SECTION 3.** The Chair of the March Joint Powers Authority Commission shall sign this Resolution and the Clerk of the Commission shall certify the adoption thereof.

**SECTION 4.** This Resolution shall be effective immediately upon its adoption.

**ADOPTED AND APPROVED** this 25<sup>th</sup> day of September, 2019.


  
Michael M. Vargas, Chairman  
March Joint Powers Authority Commission

**ATTEST:**

I, Carey L. Allen, Clerk of the March Joint Powers Authority Commission, California, do hereby certify that the foregoing Resolution #JPA 19-23 was duly and regularly adopted by the Commission of the March Joint Powers Authority at a regular meeting thereof held this 25<sup>th</sup> day of September, 2019, by the following called vote:

Ayes: Gardner. Rogers. Hewitt, Thornton, Melendrez. Jeffries. Baca. Vargas  
Noes: None  
Absent: None  
Abstain: None

September 25, 2019 -

  
\_\_\_\_\_  
Carey L. Allen, CMC. Clerk  
March Joint Powers Authority Commission

## Attachment



March Joint Powers Authority  
 Green Acres  
 14205 Meridian Pkwy #140  
 Riverside, CA 92518  
 (951) 656-7000  
 (951) 653-5558  
 www.marchjpa.com

## Green Acres Community

### Qualification Guidelines

All applicants must complete the entire application in full prior to March Joint Powers Authority processing the application. Including all phone numbers, account numbers and current/prior landlord contact information. Please inform current/prior landlords and employers that our office will be contacting them to verify the information and authorize them to release and confirm the information as stated.

Applicants with any prior evictions or judgments will not be accepted. Applicants currently in eviction will not be accepted. Credit score must be a minimum of **625**. Applicant's gross income must be at least **TWO and a HALF (2½)** times the amount of rent. All income must be verifiable and documented. We must be able to contact current and prior landlords and/or mortgage companies and employers.

#### The following documents are required:

- Most recent paystubs (minimum of 1 month).
- Social Security Number.
- Current Driver's License or valid government issued ID.
- Income tax papers are required for all self-employed applicants.
- Any additional information and/or documentation may be requested to provide clarity and verification on certain information listed on your application.
- If you have filed for bankruptcy in the last seven years, we will require a copy of your discharge papers.
- Each adult applicant is required to pay a non-refundable credit, criminal report, and processing fee of **\$40.00**. This fee applies to spouses, adult children, and/or roommates.
- All roommate applications must meet the credit qualification guidelines individually. Income guidelines may be met jointly.
- All payments for credit and application processing and future rent payments can be paid by cashier's check, money order and personal checks (**NO CASH WILL BE ACCEPTED**).

---

### Upon Acceptance of Application the Following Applies

---

Holding deposit of \$200.00 is required to be paid at the time the application is submitted. All holding deposits will be applied toward the total move-in costs. **If you notify us within 24 hours of submitting your application that you are withdrawing your application, you will receive a full refund of your holding deposit. Application fees are not refundable once paid.**

The remaining security deposit balance equal to one month's rent is required to be in our office within 24 hours of notification that your application has been accepted. Deposits cannot be transferred to another home once approved for the property stated on your application. The security deposit due to move-in is equal to one (1) month's rent plus \$200.00 (i.e. if the rent is \$2,000 per month, the deposit would be \$2,200.)

If applicable, an increased security deposit of \$500.00 per animal will be added. In addition a \$25.00 fee per pet will be added each month to the total rent due. A maximum of two (2) pets are allowed and must be less than 25 pounds. (No Pit Bull, mix of Pit Bull or Rottweiler will be permitted). Pets must be on a leash at all times. Pet food must be kept indoors. Any aggressive or destructive behavior will not be permitted. Pets must be at least one (1) year of age, be spayed or neutered. The current vaccination record and a photo of the pet must be provided prior to move in.

**Move-In fees including deposits and rent are to be paid by Cashier's Checks and Money Orders only – No Exceptions**

**PLEASE READ & SIGN QUALIFICATION GUIDELINES PRIOR TO SUBMITTING APPLICATION**

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address \_\_\_\_\_ Date \_\_\_\_\_





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**APPLICATION TO RENT/SCREENING/PROCESSING FEE  
 APPLICATION TO RENT**

**THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANICIPATED MINOR.**

Applicant is completing Application as a (check one):  Tenant  Tenant with Co-Tenant(s)

Total number of applicants \_\_\_\_\_

**PREMISES INFORMATION**

Application to rent property at \_\_\_\_\_  
 ("Premises")  
 Rent: \$ \_\_\_\_\_ per \_\_\_\_\_ Proposed move-in date \_\_\_\_\_

**PERSONAL INFORMATION**

**Full Name of Applicant** \_\_\_\_\_ **D.O.B.** \_\_\_\_\_  
 Social Security No. \_\_\_\_\_ Drivers License No. \_\_\_\_\_ State \_\_\_\_\_ Expires \_\_\_\_\_  
 Phone Number Home \_\_\_\_\_ Work \_\_\_\_\_ Other \_\_\_\_\_  
 Email \_\_\_\_\_  
 Name(s) of all other proposed occupant(s) and relationship to applicant \_\_\_\_\_  
 \_\_\_\_\_  
 Pet(s) or service animals (number and type) \_\_\_\_\_  
 Auto: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_ Color \_\_\_\_\_  
 Other vehicle(s): \_\_\_\_\_  
 In case of emergency, person to notify \_\_\_\_\_ Relationship \_\_\_\_\_  
 Address \_\_\_\_\_  
 Does applicant or any proposed occupant plan to use liquid-filled furniture?  Yes  No Type \_\_\_\_\_  
 Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years?  Yes  No  
 If yes, explain \_\_\_\_\_  
 (Please provide a copy of discharge papers for any bankruptcy explained above)  
 Has applicant or any proposed occupant even been asked to move out of a residence?  Yes  No  
 If yes, explain \_\_\_\_\_  
 Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony?  Yes  No  
 If yes, explain \_\_\_\_\_  
 Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he or she resides.



Property Address \_\_\_\_\_ Date \_\_\_\_\_





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**RESIDENCE HISTORY**

Current address _____	Previous Address _____
City/State/Zip _____	City/State/Zip _____
From _____ to _____	From _____ to _____
Name of Landlord/Manager _____	Name of Landlord/Manager _____
Landlord/Manager's phone _____	Landlord/Manager's phone _____
Do you own this property? <input type="checkbox"/> Yes <input type="checkbox"/> No Reason for leaving current address: _____	Do you own this property? <input type="checkbox"/> Yes <input type="checkbox"/> No Reason for leaving current address: _____

**EMPLOYMENT AND INCOME HISTORY**

Current Employer _____	Employer's Address _____
Supervisor's Name _____	Supervisor's Phone _____
Position or Title _____ Date of Hire _____	Phone Number to verify Employment _____
Employment Gross Income \$ _____ per _____	Other \$ _____ per _____ Source _____
Previous Employer _____	Employer's Address _____
Supervisor's Name _____	Supervisor's Phone _____
Position or Title _____	Employment Gross Income \$ _____ per _____

**CREDIT INFORMATION**

Name of Creditor	Account Number	Monthly Payment	Balance Due

Name of Bank/Branch	Account Number	Type of Account	Account Balance

**PERSONAL REFERENCES**

Name _____ Phone _____	Name _____ Phone _____
Address _____	Address _____
Length of acquaintance _____ Occupation _____	Length of acquaintance _____ Occupation _____

**NEAREST RELATIVE(S)**

Name _____ Phone _____	Name _____ Phone _____
Address _____	Address _____
Relationship _____	Relationship _____

Property Address \_\_\_\_\_ Date \_\_\_\_\_





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Applicant understands and agrees: (i) this is an application to rent only and does not guarantee that applicant will be offered the Premises; and (ii) Landlord or Manager or Agent may accept more than one application for the Premises and, using their sole discretion, will select the best qualified applicant.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to (i) verify the information provided; and (ii) obtain credit report on application.

**If application is not fully completely, or received without the screening fee: (i) the application will not be processed, and (ii) the application and any screening fee will be returned**

Applicant \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Property Address \_\_\_\_\_ Date \_\_\_\_\_

Return your complete application and any applicable fee not already paid to:

March Joint Powers Authority Address 14205 Meridian Pkwy #140 City Riverside State CA Zip 92518

**SCREENING/PROCESSING FEES**

**THIS SECTION TO BE COMPLETED BY OWNER, LANDLORD, MANAGER OR AGENT.**

Applicant has paid a nonrefundable screening fee of \$ 40.00 , applied as follows:

\$ 29.50 for credit reports prepared by NCR ; \$ \_\_\_\_\_ for \_\_\_\_\_ (other out-of-pocket expenses); and \$ 10.50 for application processing.

The undersigned has read the foregoing and acknowledges receipt of a copy.

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

The undersigned has received the screening fee indicated above.

\_\_\_\_\_  
**Landlord Signature**

\_\_\_\_\_  
**Date**

Property Address \_\_\_\_\_ Date \_\_\_\_\_





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**AUTHORIZATION TO VERIFY EMPLOYMENT**

Applicant Name \_\_\_\_\_

Current Employer \_\_\_\_\_ Address \_\_\_\_\_

Applicant represents that all the information is true and correct and hereby authorizes March Joint Powers Authority to verify Applicants employment history.

\_\_\_\_\_  
 Employee's Signature

\_\_\_\_\_  
 Date

**TO BE FILLED OUT BY EMPLOYER**

1. Tenant has been employed from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Year Month Year
2. Salary \$\_\_\_\_\_ per year.  
 Please check one:  Full time  Part time
3. Is this a permanent or temporary position?  
 Please check one:  Permanent  Temporary
4. Employee's Position \_\_\_\_\_
5. Supervisor's Title \_\_\_\_\_ Business Phone # \_\_\_\_\_
6. Signature of person completing this form \_\_\_\_\_



Property Address \_\_\_\_\_ Date \_\_\_\_\_



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

***MJPA Operations - Consent Calendar***  
***Agenda Item No. 8 (6)***

**Meeting Date:** August 9, 2023

**Action:** **APPROVE BRIGHTVIEW LANDSCAPE PROFESSIONAL SERVICES AGREEMENT, EXTENSION NO. 3, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

**Motion:** Move to approve BrightView Landscape Professional Services Agreement, Extension No. 3 and authorize the Executive Director to execute the Agreement.

**Background:**

On February 12, 2020, the Commission approved a Professional Services Agreement with BrightView for landscape services within the JPA’s Lighting and Landscape Maintenance District 1 that allowed for four one-year extension options. Subsequent Addendums to BrightView’s Scope of Work were executed on February 15<sup>th</sup>, and then again on May 14<sup>th</sup> of 2021 to add LLMD maintenance areas to BrightView’s contract as the Meridian Business Park expanded. On March 24, 2021, the first one-year extension option was approved by the Commission and executed by the Executive Director. During COVID, several service needs arose within the LLMD and as such, a full amendment to the full Professional Services Agreement was necessary. On August 10, 2022, a second one-year extension was approved by the Commission and executed by the Executive Director. To ensure that we are addressing increasing maintenance needs within the LLMD given the buildout of the Meridian Business Park South Campus, this third contract extension with BrightView includes the following amendments:

1. Maintenance of the War Dog Memorial Park.
2. Maintenance of the LLMD on Barton Street and Gless Ranch Road.
3. Maintenance of the LLMD on Caroline Way from Coyote Bush Road to Krameria Avenue.
4. Maintenance of additional LLMD on Coyote Bush Road.
5. Maintenance of the LLMD on the Van Buren Blvd. extension east of the 215 to Western Way.
6. Maintenance of the LLMD around the March Inland Port.

A table of the extended contract amount and the cost of each amendment is as follows:

<b>Area No. on Map</b>	<b>LLMD Area Name/Description</b>	<b>Cost per Month</b>	<b>Cost per Year</b>
	2023-24 Contract Ext. with 5% Increase	\$42,574.	\$510,888.
<b>1</b>	War Dog Memorial Park	\$3,400.	\$40,800.
<b>2</b>	Barton Avenue and Gless Ranch Road	\$2,720.	\$32,640.
<b>3</b>	Caroline Way (Knuckle)	\$2,961.	\$35,532.
<b>4</b>	Coyote Bush Road	\$2,003.	\$24,036.
<b>5</b>	Van Buren Extension	\$4,056.	\$48,672.
<b>6</b>	March Inland Port	\$1,342.	\$16,104
	<b>TOTALS</b>	<b>\$59,056</b>	<b>\$708,672.</b>

All the additional LLMD areas listed above are contained in the 2023/24 MJPA LLMD #1 Engineer's Report except for the March Inland Port (Airport) Area 6 on Map 2.

All other provisions within the original contract, and subsequent scope of work addendums shall remain in full force and effect.

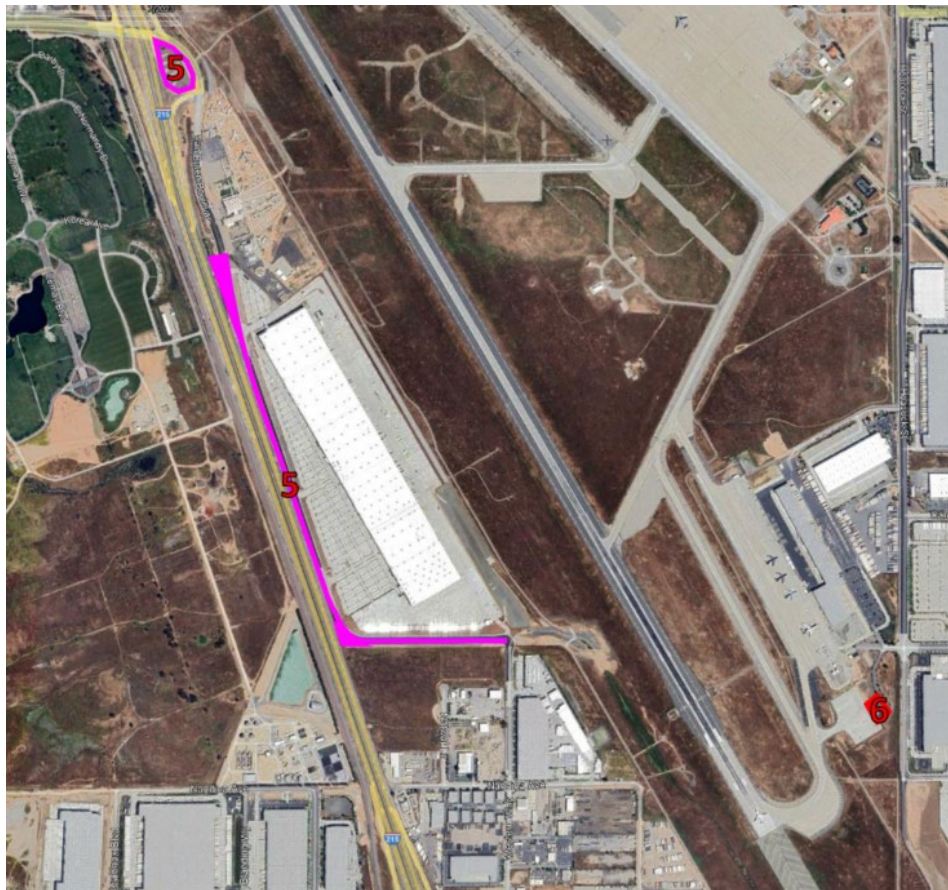
**Attachments:** Area Maps 1 and 2

## **Area Map 1**





**Area Map 2**



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

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

**Meeting Date:** August 9, 2023

**Action:** **ACCEPT A TEMPORARY DEED OF EASEMENT FROM THE U.S. DEPARTMENT OF VETERAN AFFAIRS AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE RELATED DOCUMENTS**

**Motion:** Accept a Temporary Deed of Easement from the U.S. Department of Veteran Affairs and authorize the Executive Director to execute related documents.

**Background:**

In 2018, the Veterans Administration approved acquisition from March JPA of approximately 314 acres of land contiguous to Riverside National Cemetery that is associated with the General Old Golf Course. Subsequently, through a 2019 Addendum to the Offer to Sell, the parties outlined the alignment and terms for an extension of Village West Drive through Riverside National Cemetery to Nandina Avenue.

On January 27, 2021, the March Joint Powers Commission certified the Meridian South Campus Specific Plan and Village West Drive Extension Subsequent Environmental Impact Report (SCH#2020059028) and approved the Meridian South Campus Specific Plan and Village West Drive Extension Project. Final approval occurred on February 10, 2021. Notices of Determination were filed with the County of Riverside on February 2, 2021, and March 5, 2021.

The extension of Village West Drive would include the removal of an abandoned water tank currently owned by Western Municipal Water District that formally served March Air Force Base. The abandoned water tank is located 0.23 miles south of the Lemay Drive/Village West Drive intersection. The U.S. Department of Veteran Affairs has issued a temporary deed of easement for the demolition and removal of the abandoned water tank, which is planned to occur between September 11, 2023, and November 06, 2023.

Staff recommends the Commission accept the Temporary Deed of Easement and authorize the Executive Director to execute related documents.

**Attachment:** Temporary Deed of Easement



## DEED OF EASEMENT (Temporary)

### Water Tank Removal

### Riverside, California

The U.S. Department of Veterans Affairs (hereinafter referred to as “**VA**”), acting for and in behalf of the United States of America (hereinafter referred to as the “**Government**”), under and by virtue of the authority contained in 40 United States Code (U.S.C.) § 1314 (116 Stat. 1139) and 38 U.S.C. § 8124, having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto MARCH JOINT POWERS AUTHORITY (MJPA) (hereinafter referred to as the “**Grantee**”), its successors and assigns, an easement and right of way for the purpose of demolition and removal of an existing Water Tank to include but not limited to, , implementation of stormwater discharge controls, removal and disposal of asbestos containing materials, relocation of existing recycled water lines surrounding the tank and the roadway, removal of power poles, fencing, signage, and relocation of mailboxes (hereinafter referred to as “**said Facilities**”) to be on, over, under, across or through a portion of Riverside National Cemetery, which the undersigned owns in the City of Riverside, State of California, all as depicted on **Exhibit A and B** attached hereto and made a part hereof (collectively with said Facilities, the “**Easement**”) and being further described as follows:

The Easement is granted subject to the following conditions and provisions:

1. The term of the Temporary Easement, **Exhibit A and B**, shall commence on September 11, 2023 and expire on November 06, 2023. This Deed of Easement shall run with the land and shall be binding upon the Parties and inure to the benefit of the Grantee and their agents, representatives, contractors, members, partners, invitees and all their successors and assigns, until terminated in accordance with the terms hereof.
2. That the Government reserves unto itself rights for all purposes across, over, or under the Easement; such rights, however, to be exercised in a manner that will not create undue interference with the use and enjoyment by the Grantee of said Easement; provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.
3. That Grantee agrees to use its best efforts to ensure and take all actions as necessary to ensure that its use of the Easement will not adversely affect the Government’s quiet use and enjoyment of the Easement area and the surrounding property of the Government. Grantee further agrees that said Facilities shall be maintained, reconstructed, repaired, and replaced by the Grantee within the Easement without cost to the Government, under the general supervision and subject to the approval of the Government official having immediate jurisdiction over the property. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged

directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said Facilities all to the satisfaction of the Government official having immediate jurisdiction over the property.

(PARAGRAPH 4 INTENTIONALLY DELETED)

5. No mining operations shall be conducted on the Easement or the surrounding property of the Government. No minerals shall be removed therefrom, except such as are reasonably necessary incident to the utilization of the described premises for the purpose for which the Easement is granted.

6. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted.

7. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been, (a) a failure to comply with the terms and conditions of this Deed of Easement, (b) a nonuse of the Easement for a consecutive two-year period for the purpose for which the Easement was granted, or (c) an abandonment of the Easement.

8. That upon termination or forfeiture of the Easement, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land, hereinafter described, all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

9. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

10. The Grantee's use of this Easement shall comply with applicable Federal, State, and local laws, codes, ordinances, and regulations. The Grantee shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for said Facilities and rights-of-ways for similar purposes, if those standards are more stringent than applicable Federal standards.

11. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the Easement and its appurtenant areas and facilities, whether or not on the property involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied

the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also to lessees and sub-lessees and licensees doing business or extending services under contractual or other arrangements on the interest in property herein conveyed.

12. This Easement shall not be modified or amended, except by an instrument in writing, duly executed by the Parties or their respective successors and assigns, which instrument shall be in recordable form and recorded among the land records of the City of Riverside, California.

13. This Easement shall be governed by Federal law. If Federal law is silent, then the law of the State of California applies. The Parties hereto accept and agree to the jurisdiction and venue of the Federal courts.

14. If any provision of this Easement or the application thereof to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Easement, or the application of such provision to Parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Easement shall be valid and enforced to the fullest extent permitted by law.

15. Any notice and other communication permitted or required to be given under this Easement shall be in writing and will only be deemed to be properly given and received (a) when actually given and received, if delivered in person to a party who acknowledges receipt in writing; or (b) one (1) business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt; or (c) three (3) business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid:

If to Grantee:

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

If to Grantor:

U.S. Department of Veterans Affairs  
Office of Construction & Facilities Management  
Attn: Director, Office of Real Property  
425 I Street, NW  
Washington, DC 20001

With copy to:

U.S. Department of Veterans Affairs  
Office of General Counsel  
Attn: Chief Counsel, Real Property Law Group  
810 Vermont Ave., NW  
Washington, DC 20420

Any of the above Parties may effect a change of address by providing ten (10) days' prior written notice to the other Parties listed above.

16. Grantee shall be responsible for recording this Easement among the land records of the City of Riverside, California, and for paying all fees, transfer or recordation taxes, or other costs in connection with such recordation.

[Signatures appear on the following page]

IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Deed of Easement to be executed in its name and on its behalf, this 7<sup>th</sup> Day of July, 2023.

UNITED STATES OF AMERICA,  
Acting by and through the Secretary,  
Department of Veterans Affairs

By Elizabeth B. Heller  
Elizabeth B. Heller  
Director, Land Management Division  
Office of Real Property

CITY OF: Queen Anne

ON THIS 7 day of July, 2023, before me a Notary Public in and for Elizabeth B. Heller, personally appeared to me Elizabeth B. Heller, well known and known by me to be the Director, Land Management Division, Office of Real Property, whose name is subscribed to the within instrument and acknowledged that she executed the same as a voluntary act and deed of the United States of America, within the scope of her lawful authority.

[SEAL]

Rebecca D Gore  
Notary Public

My commission expires:

REBECCA D GORE  
Notary Public-Maryland  
Queen Anne's County  
My Commission Expires  
March 03, 2025

**MARCH JOINT POWERS AUTHORITY  
CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this deed or grant dated \_\_\_\_\_, from U.S. Department of Veterans Affairs acting for and in behalf of the United States of America to the March Joint Powers Authority, County of Riverside, State of California, a California joint powers authority, is hereby accepted by March Joint Powers Authority, and the Grantee consents to the recordation thereof by its duly authorized officer.

**MARCH JOINT POWERS AUTHORITY**

Dated

\_\_\_\_\_

\_\_\_\_\_  
Grace I. Martin, DPPD  
Executive Director

L:\2022\22-520 Lewis Riverside Village West Extension\Exh\Temp Water Tank Easement\22-520exh101 - Temp Water Tank Easement.dwg; Mar 15, 2023 -- 10:59am

# EXHIBIT "A"

## LEGAL DESCRIPTION

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF NANDINA AVENUE (NORTH OF CLARK STREET) AS SHOWN ON THE RECORD OF SURVEY, FILED IN BOOK 110, PAGES 30 THROUGH 40, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SAID ANGLE POINT BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID NORTH RIGHT-OF-WAY LINE OF NANDINA AVENUE SHOWN ON SAID RECORD OF SURVEY AS "N89°55'28"E 2657.58' "

THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°55'35" EAST, 4.39 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°55'35" EAST, 20.00 FEET;

THENCE, LEAVING SAID NORTH RIGHT-OF-WAY LINE, THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 00°52'43" EAST, 1322.47 FEET;
- 2) NORTH 07°22'41" EAST, 98.36 FEET;
- 3) NORTH 12°12'33" EAST, 80.09 FEET;
- 4) NORTH 56°03'39" EAST, 199.05 FEET;
- 5) NORTH 00°05'54" WEST, 186.00 FEET;
- 6) NORTH 55°17'48" WEST, 175.48 FEET;
- 7) NORTH 25°43'00" WEST, 82.12 FEET;
- 8) NORTH 01°23'42" EAST, 639.21 FEET TO THE NORTH LINE OF SAID SECTION 34;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 34, SOUTH 90°00'00" WEST, 20.01 FEET

THENCE, LEAVING SAID SECTION LINE, THE FOLLOWING SEVEN (7) COURSES:

SHEET 1 OF 2

EXHIBIT "A"  
LEGAL DESCRIPTION  
COUNTY OF RIVERSIDE, CALIFORNIA



**ORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road  
Suite 210  
Anaheim Hills, CA 92808  
(714) 685-6860

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# EXHIBIT "A"

## LEGAL DESCRIPTION

- 1) SOUTH 01°23'42" WEST, 638.72 FEET;
- 2) SOUTH 09°12'58" WEST, 183.54 FEET;
- 3) SOUTH 00°48'31" WEST, 164.66 FEET;
- 4) SOUTH 21°07'00" EAST, 130.80 FEET;
- 5) SOUTH 12°12'33" WEST, 80.38 FEET;
- 6) SOUTH 07°22'41" WEST, 100.34 FEET;
- 7) SOUTH 00°52'43" WEST, 1323.94 FEET TO THE **TRUE POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL CONTAINS 2.692 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

*Jake W. Lappert*      3/15/2023  
 \_\_\_\_\_  
 JAKE W. LAPPERT      DATE  
 PLS 9303



SHEET 2 OF 2

EXHIBIT "A"  
 LEGAL DESCRIPTION  
 COUNTY OF RIVERSIDE, CALIFORNIA

**JORC** Engineering, Inc.  
 Civil Engineering/Land Surveying/Land Planning

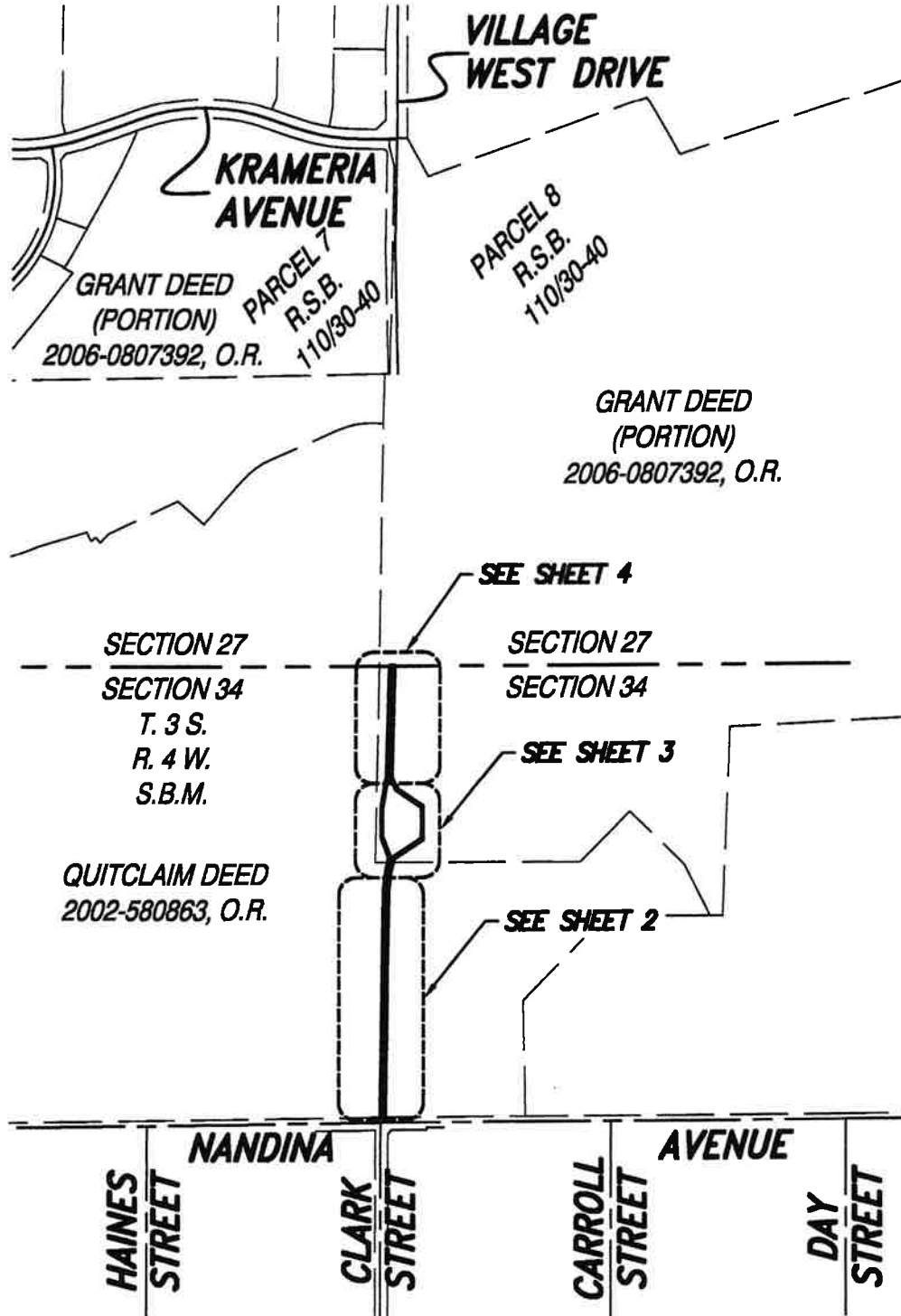
160 S. Old Springs Road  
 Suite 210  
 Anaheim Hills, CA 92808  
 (714) 685-6860



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# EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



## LEGEND

- EASEMENT AREA
- RIGHT-OF-WAY LINE/ UNDERLYING LOT LINE
- CENTER LINE
- SECTION LINE



SCALE: 1"=1000'  
SHEET 1 OF 4

EXHIBIT "B"  
PLAT  
COUNTY OF RIVERSIDE, CALIFORNIA

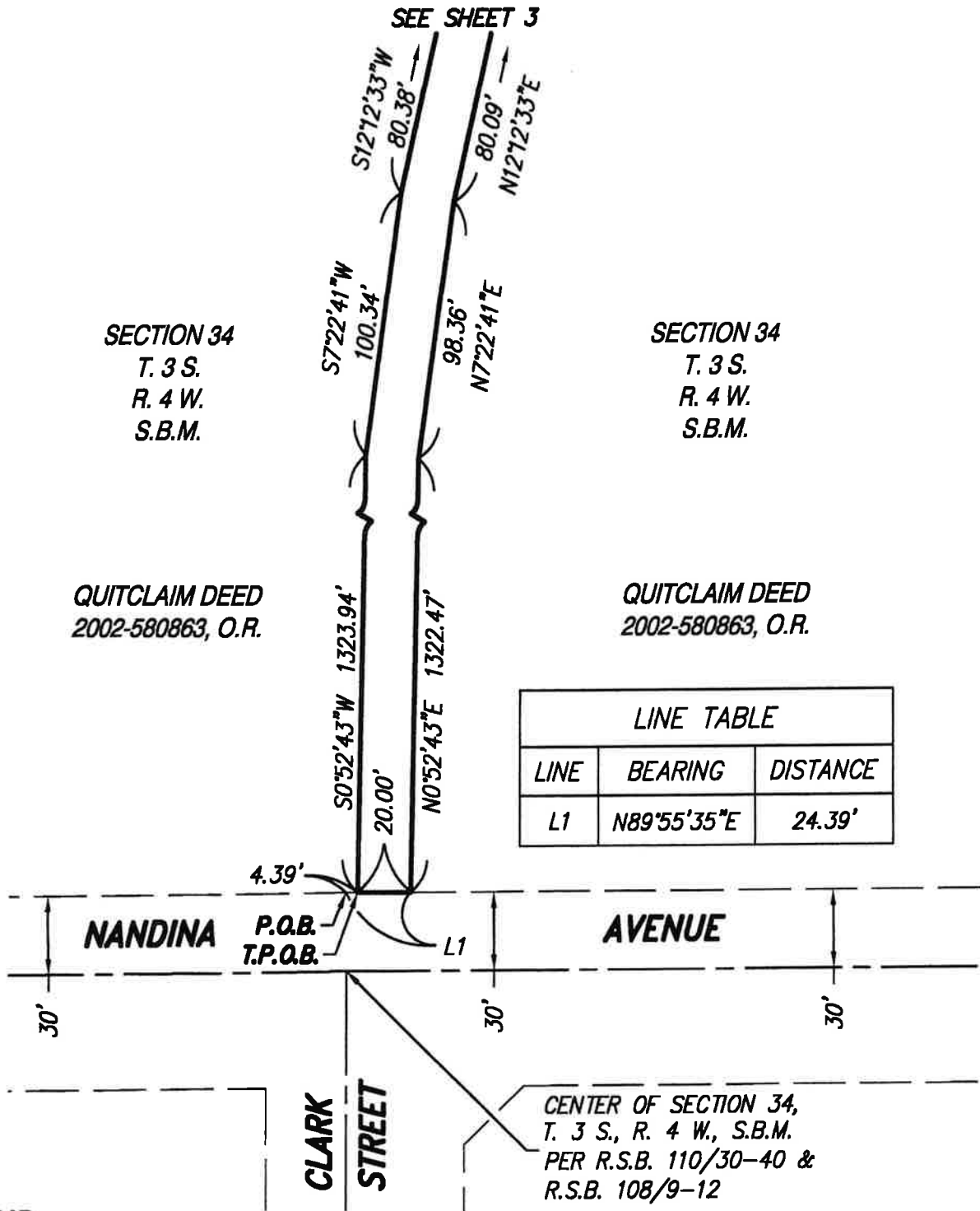
**JORC** Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road  
Suite 210  
Anaheim Hills, CA 92808  
(714) 685-6860

# EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°55'35"E	24.39'

## LEGEND

- EASEMENT AREA
- RIGHT-OF-WAY LINE/ UNDERLYING LOT LINE
- CENTER LINE



SCALE: 1"=60'  
SHEET 2 OF 4

EXHIBIT "B"  
PLAT  
COUNTY OF RIVERSIDE, CALIFORNIA

**JORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road  
Suite 210  
Anaheim Hills, CA 92808  
(714) 685-6860

# EXHIBIT "B"

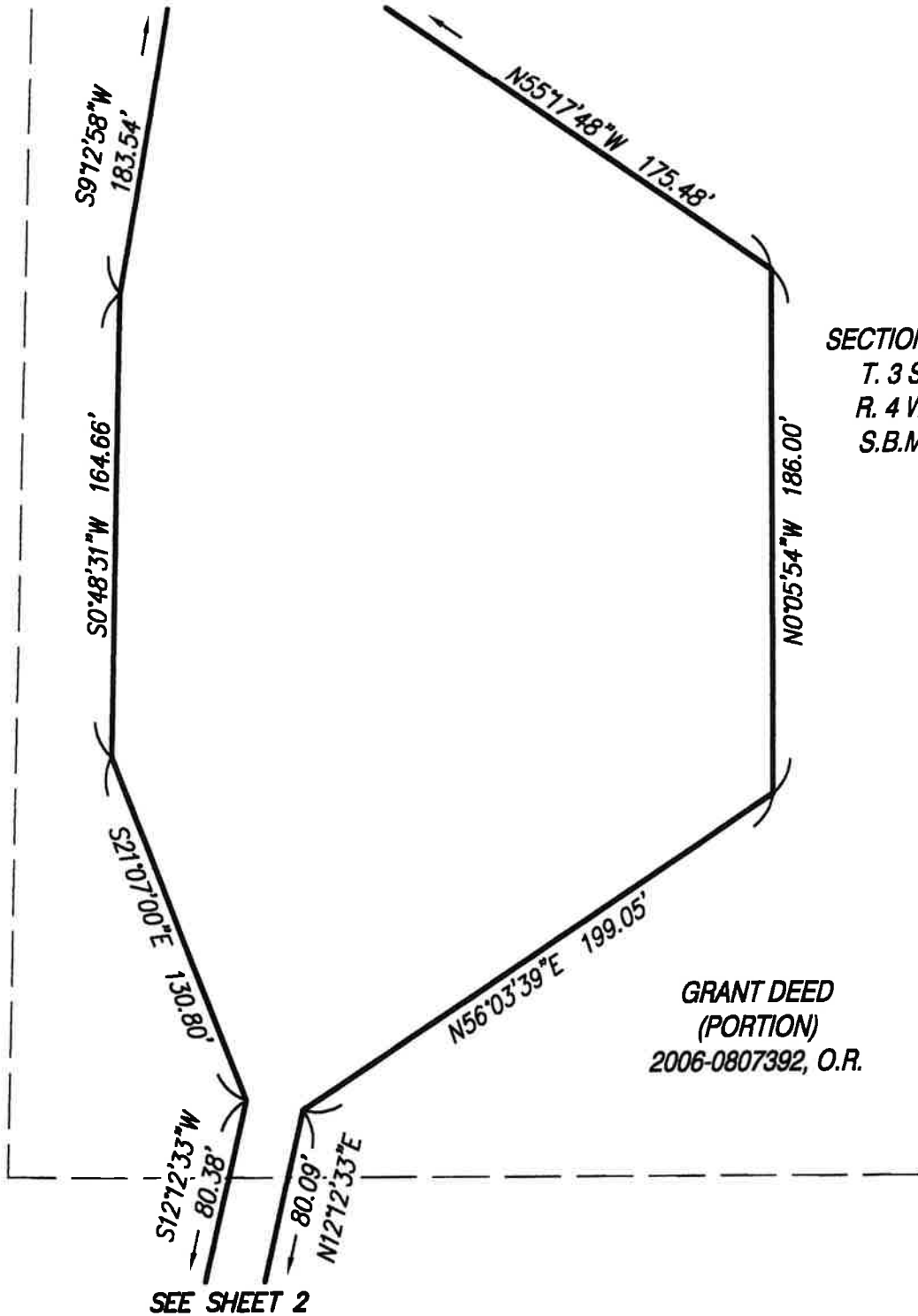
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"  
SEE SHEET 4

SECTION 34  
T. 3 S.  
R. 4 W.  
S.B.M.

SECTION 34  
T. 3 S.  
R. 4 W.  
S.B.M.

QUITCLAIM DEED  
2002-580863, O.R.

GRANT DEED  
(PORTION)  
2006-0807392, O.R.



## LEGEND

- EASEMENT AREA
- RIGHT-OF-WAY LINE/  
UNDERLYING LOT LINE

SCALE: 1"=60'  
SHEET 3 OF 4

EXHIBIT "B"  
PLAT  
COUNTY OF RIVERSIDE, CALIFORNIA

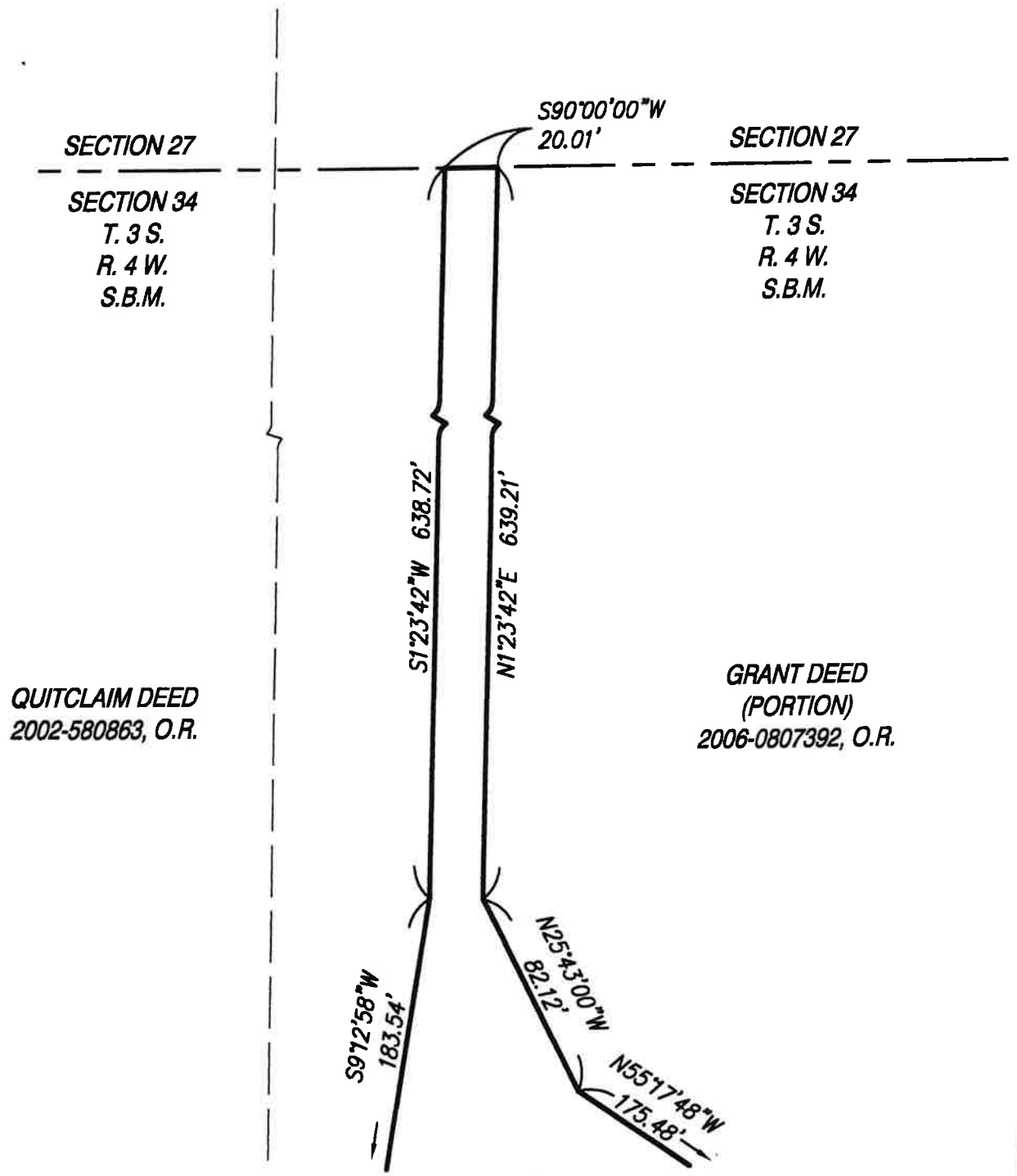
**JORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road  
Suite 210  
Anaheim Hills, CA 92808  
(714) 685-6860

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# EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



QUITCLAIM DEED  
2002-580863, O.R.

GRANT DEED  
(PORTION)  
2006-0807392, O.R.

SEE SHEET 3

## LEGEND

-  EASEMENT AREA
-  RIGHT-OF-WAY LINE/  
UNDERLYING LOT LINE



SCALE: 1"=60'  
SHEET 4 OF 4

EXHIBIT "B"  
PLAT  
COUNTY OF RIVERSIDE, CALIFORNIA

**JORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road  
Suite 210  
Anaheim Hills, CA 92808  
(714) 685-6860

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

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

**Meeting Date:** August 9, 2023

**Action:** **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL AUDITING SERVICES**

**Motion:** Move to authorize advertising a Request for Proposals (RFP) to retain professional auditing services.

**Background:**

The primary purpose of a financial audit is to render an opinion on whether a public agency's financial statement reports are presented fairly in conformity to applicable generally accepted accounting standards. State law requires that municipal financial statements be audited annually by external auditors who are Certified Public Accountants (CPA) and independent of municipal functions. To ensure conformance with state law, March JPA procures and contracts with CPA firms licensed by the State of California to perform the financial audits of the Authority and its entities.

To meet the Authority's annual audit needs over the next two years, and prior to its 2025 transition to the Airport Authority, it is necessary to release a Request for Proposals (RFP) to solicit auditing services for the March Joint Powers Authority, March Inland Port Airport Authority, March Joint Powers Redevelopment Agency and the March Joint Powers Utilities Authority. Once submissions are received, staff will analyze the results, meet with the Finance Subcommittee and bring forward a recommendation for auditing services on a future agenda.

**Attachments:**

- 1) Request for Proposal (RFP) Professional Auditing Services
- 2) Template: Professional Services Agreement (PSA)

# **MARCH JOINT POWERS AUTHORITY**

## **REQUEST FOR PROPOSAL PROFESSIONAL AUDITING SERVICES**

**August 2023**

**14205 Meridian Parkway  
Suite 140  
Riverside, CA 92518**

**March Joint Powers Authority  
REQUEST FOR PROPOSAL**

**I. NATURE OF SERVICES REQUIRED**

***A. General Information***

The March Joint Powers Authority (the JPA) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2023 through 2025, with the option of providing the same services for two additional fiscal years. These audits are to be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) as well as any other applicable federal, state, local or programmatic audit requirements.

There is no expressed or implied obligation for the JPA to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, the JPA reserves the right, where it may serve the JPA's best interest, to request additional information or clarifications from audit firms or to allow corrections of errors or omissions. At the discretion of the JPA, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The JPA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the JPA and the firm selected.

*Scope of Work to be Performed*

The JPA desires the auditor to express an opinion on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles for the following entities:

1. *March Joint Powers Authority* (MJPA) financial statements,
2. *March Inland Port Airport Authority* (MIPAA) financial statements,
3. *March Joint Powers Utility Authority* (MJPUA) financial statements, and, if applicable,
4. All reports required for compliance with the provisions of Uniform Guidance.

5. The March Joint Powers Authority has a license to operate a golf course that is managed and operated by a golf course management firm. The auditors will be required to perform agreed upon procedures for the golf course each year. The purpose of the site audit is to ensure best business practices are being implemented.

The auditor shall communicate any significant deficiencies or material weaknesses found during the audit.

**B. Proposal Due Date**

If your firm would like to consider this engagement, we invite your submitted response (PDF), by email, by 5:00 p.m. August XX, 2023 to the following individuals: Garden Duran at gduran@ramscpa.net and Scott Manno at smanno@ramscpa.net.

**C. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense for seven (7) years. The auditor may be required to make working papers available, upon request, to parties specifically designated by the JPA as reasonable. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- The Cognizant Federal Audit Agency
- U. S. General Accounting Office (GAO)
- Parties designated by the federal or state governments or by the JPA as part of an audit quality review process.
- Auditors of entities of which the JPA is a subrecipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

**D. Other Information**

**Prior year audit fees**

The audit fees for the fiscal year June 30, 2023 were scheduled to be as follows:

- |  |          |
|--|----------|
| • March Joint Powers Authority         | \$29,800 |
| • March Inland Port Airport Authority  | \$8,270  |
| • March Joint Powers Utility Authority | \$5,020  |
| • Single Audit, if applicable          | \$5,045  |
| • Golf course AUP                      | \$3,200  |



### ***Change in scope from prior audits***

In prior years (included in the above audit fees), the audit firm was required to prepare/provide assistance for the following:

- Preparation of all financial statements
- Assistance in GASB Statements 68 and 87
- Preparation of the State Controllers Reports

Rogers Anderson Malody & Scott LLP will be performing these functions going forward.

### ***Federal Funds***

The JPA currently receives limited federal financial assistance. However, this may change during the years of the audit services.

### ***Reason for RFP***

The contract for audit services was to end with the June 30, 2023 audit, but the current audit firm has been contracted to act as the finance director as of July 1, 2023 and going forward.

### ***Remote auditing***

The JPA is fine with a remote audit, but would like to have the firm onsite for at least one day during the first interim and yearend audit. Subsequent audits could be fully remote.

### ***Presentations***

Subsequent meetings to present audit and related reports to the Finance Committee.

### ***Schedule for the June 30, 2023 Fiscal Year Audit***

All interim work, field work and final reports for the June 30, 2023 fiscal year should be completed by February 2024. Future audits will be expected to be completed by December of each year. In addition, any state compliance reports having a deadline earlier than December should be completed by the deadline required by state law.

### ***E. Late Submittals***

Proposals received after the specified submission deadline will be disqualified and not considered.

### ***F. Withdrawal or Modifications***

A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline

### **G. Rejection of Submittals**

Submission of a proposal indicates acceptance by the firm of the terms and conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the JPA and the firm selected. The JPA reserves the right without prejudice to reject any or all proposals.

### **H. Insurance Coverage**

Upon selection, all insurance documentation will be provided to the JPA prior to the execution of a contract at the expense of the selected firm.

### **I. Sub-consultants**

All sub-consultants shall be identified and their responsibilities that will be assigned to them described. The same level of references and background information required for Proposers shall be required of sub-consultants

### **J. Requests for Information/Clarification**

Questions related to the RFP, the scope of services, or those who wish to review prior years' audit reports and management letters should contact Scott Manno or Garden Duran at [smanno@ramscpa.net](mailto:smanno@ramscpa.net) or [gduran@ramscpa.net](mailto:gduran@ramscpa.net).

## **II. DESCRIPTION OF THE AGENCY**

### **A. Background of the agency**

The March JPA is a public entity created solely for the purpose of addressing the use, reuse, and joint use of realigned March Air Force Base located in the City of Riverside. The four individual public entities that cooperatively formed the JPA are the cities of Perris, Moreno Valley, and Riverside and the County of Riverside. The JPA was created by separate resolutions of the four jurisdictions in September 1993.

### **B. Finance Operations**

The JPA is a small agency consisting of 10-15 employees. The JPA currently uses Rogers Anderson Malody & Scott LLP as a contract finance director.

### III. TIME REQUIREMENTS

#### ***A. Proposal Calendar:***

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for Proposal issued:	August XX, 2023
Due date for proposals:	August XX, 2023 by 5:00 p.m.
Selection on or before:	September XX, 2023

### IV. PROPOSAL REQUIREMENTS

Responses are due, via email, by 5:00 p.m. August XX, 2023 to the following individuals: Garden Duran at [gduran@ramscpa.net](mailto:gduran@ramscpa.net) and Scott Manno at [smanno@ramscpa.net](mailto:smanno@ramscpa.net).

#### ***A. The firm should provide the following information:***

##### *1. Title page*

Title page showing the request for proposals' subject the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

##### *2. Table of contents*

##### *3. Transmittal letter*

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 90 days.

##### *4. Detailed proposal*

The detailed proposal should follow the order set forth below.

#### **Technical proposal**

##### *1. General requirements*

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the JPA in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposals requirements.

The technical proposal should address all the points outlined in the Request for Proposals (excluding any cost information which should only be included in the dollar cost bid). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposals. ***Please present the required items only; they represent the criteria against which the proposal will be evaluated.***

## *2. Independence*

The firm should provide an affirmative statement that it is independent of the JPA as defined by generally accepted auditing standards set forth in the U.S and the standards applicable to financial audits contained in General Accounting Office's *Government Auditing Standards (2018)*.

## *3. License to practice in California*

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in California.

## *4. Firm qualifications and experience*

The proposal should state the size of the firm, size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

A copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements must be included in the proposal.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

Please provide the firms experience with the following types of organizations:

- joint powers authorities;
- utility authorities; and
- airport authorities;

## *5. Partner, supervisory and staff qualifications and experience*

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in California. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality and the continuity of staff over the term of the agreement will be assured.

#### *6. Client references*

For the firm's office that will be assigned responsibility for the audit, list the three client references for engagements performed within the last five years that are similar to the engagement described in this Request for Proposals. Indicate the scope of work, date, engagement partners, and the name and telephone number of the principal client contact.

#### *7. Cost proposal*

The cost proposal should be included in the main proposal document and should contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. Please use the format provided subsequent to this section.

The JPA will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs should not be included in the proposal.

If it should become necessary for the JPA to request the auditor to render any additional services to either supplement the services requested in this Request for Proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the JPA and the firm. Any such additional work agreed to between the JPA and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the proposal.

## V. EVALUATION PROCEDURES

### A. Selection Committee

Members of a Selection Committee will evaluate proposals submitted.

### B. Review of Proposals

Each member of the Selection Committee will first evaluate the proposals by the criteria described in Section C below. The full Selection Committee will then convene to review and discuss these evaluations and to arrive at a composite technical score for each firm. Any firm from Riverside County will have an additional 2-points added to their score. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

### C. Evaluation Criteria

Proposals will be first evaluated as to whether the firm meets mandatory criteria. Those passing the first evaluation will have their proposal evaluated for technical qualifications and price. Following are some of the specific items of review that will be judged during the evaluation process.

**COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM**

### D. Final Selection

The Selection Committee will recommend a firm to the March Joint Powers Commission based upon the criteria established for presentation. The March Joint Powers Commission will make the final award. It is anticipated that a firm will be selected by October 01, 2023. Following notification of the firm selected, it is expected an agreement will be executed between both parties shortly thereafter.

### E. Cost Proposal Format

	Fiscal year ended June 30,				
	2023	2024	2025	Option years	
				2026	2027
March Joint Powers Authority	\$ -	\$ -	\$ -	\$ -	\$ -
March Inland Port Authority	-	-	-	-	-
March Joint Powers Utility Authority	-	-	-	-	-
Out-of-pocket expenses	-	-	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Single Audit, if applicable	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Golf Course AUP	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**MARCH JOINT POWERS AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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, County of Riverside, State of California ("Authority") and [\*\*\*INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.\*\*\*], with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] ("Consultant"). Authority and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [\*\*\*INSERT TYPE\*\*\*] 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 the [\*\*\*INSERT NAME OF PROJECT, AND CONTRACT NUMBER, IF APPLICABLE\*\*\*] 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 [\*\*\*INSERT TYPE\*\*\*] 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 exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. [\*\*\*INSERT IF FEDERAL FUNDS WILL BE USED; OTHERWISE ALWAYS DELETE: Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I." attached hereto and incorporated herein by reference.\*\*\*]

3.1.2 Term. The term of this Agreement shall be from [\*\*\*INSERT DATE\*\*\*] to [\*\*\*INSERT DATE\*\*\*], unless earlier terminated as provided herein. [\*\*\*INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than

[INSERT NUMBER] additional one-year terms.\*\*\*] 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 "B" 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: [\*\*\*INSERT NAME AND TITLE\*\*\*].

3.2.5 Authority's Representative. The Authority hereby designates [\*\*\*INSERT NAME AND TITLE\*\*\*], 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 [\*\*\*INSERT



**NAME AND TITLE \*\*\*]**, 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 Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the Authority and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.

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

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and

Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

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

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

3.2.11 Insurance. **\*\*\*AUTHORITY RISK MANAGER TO REVIEW PRIOR TO EACH USE\*\*\***

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. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following: (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\***

(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): **\*\*\*INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE\*\*\*** 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.

(E) Pollution Liability: **\*\*\*OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.** Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

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 **\*\*\*INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE**: (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): **\*\*\*INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE\*\*\***(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 "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [\*\*\*INSERT AMOUNT WRITTEN OUT] (\$[\*\*\*INSERT NUMBER]) 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 "C" 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.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **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: [INSERT BUSINESS NAME]  
[INSERT STREET ADDRESS]  
[INSERT CITY STATE ZIP]  
ATTN: [INSERT NAME AND TITLE]

Authority: March Joint Powers Authority  
14205 Meridian Parkway, Suite #140  
Riverside, CA 92518  
ATTN: 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]**

TEMPLATE

**SIGNATURE PAGE TO**  
**PROFESSIONAL SERVICES AGREEMENT BY AND**  
**BETWEEN THE MARCH JOINT POWERS AUTHORITY**  
**AND [\*\*\*INSERT NAME\*\*\*]**

**MARCH JOINT POWERS AUTHORITY**

**[\*INSERT NAME OF CONSULTANT\*]**  
**[\*INSERT NAME OF LEGAL ENTITY\*]**

By: \_\_\_\_\_  
Grace I. Martin, DPPD  
Executive Director

By: \_\_\_\_\_  
[\*\*\*INSERT NAME\*\*\*]  
[\*\*\*INSERT TITLE\*\*\*]

*Attest:*  
  
\_\_\_\_\_  
Authority Clerk

*Approved as to Form:*  
  
\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

Commission approval: xx.xx.xx-x.x

**EXHIBIT "A"  
SCOPE OF SERVICES**

**\*\*\*INSERT SCOPE\*\*\***

TEMPLATE

EXHIBIT "A-I"  
FEDERALLY REQUIRED PROVISIONS FOR SERVICES

**[\*\*INSERT FEDERALLY REQUIRED PROVISIONS TRIGGERED BY RECEIPT OF  
FEDERAL FUNDS FOR THE SERVICES; OTHERWISE  
ALWAYS DELETE ENTIRE EXHIBIT "A-I"\*\*\*]**

TEMPLATE



**EXHIBIT "B"  
SCHEDULE OF SERVICES**

**\*\*\*INSERT SCHEDULE\*\*\***

TEMPLATE

**EXHIBIT "C"  
COMPENSATION**

**\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\***

**[INSERT THE FOLLOWING PROVISION IF THE AGREEMENT WILL AUTOMATICALLY RENEW:** In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario]

TEMPLATE

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

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

**Meeting Date:** August 9, 2023

**Report:** **RECEIVE AND FILE A REPORT FROM SUMMER INTERNS**

**Motion:** Receive and file a report from summer interns.

**Background:**

On June 14<sup>th</sup>, the Commission approved a volunteer internship program policy for March JPA. This past July the March JPA welcomed its first summer interns, three local high school seniors, that learned the value of solving a problem in their local community. The interns will provide a presentation of their summer project to the Commission which involved the exploration and solving of a problem at the War Dog Memorial Park in Meridian Park - South Campus.

**Attachment:** None

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

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

**Meeting Date:** August 9, 2023

**Report:** **TECHNICAL ADVISORY COMMITTEE MEETING**

**Motion:** Receive and file the monthly Technical Advisory Committee - Regular Meeting report for August 7, 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 August 7th, the TAC held its regular meeting and received updates that included, but were not limited to, the following items: 1) a truck enforcement report; 2) a West March Upper Plateau Specific Plan update; 3) airport parcel D-2 assignment report; 4) Green Acres housing policy update; 5) a truck route enforcement report; 5) MJPA and associated entities budget update reports; and 6) 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:** August 9, 2023

**Report:** RECEIVE AND FILE A TRUCK ROUTE ENFORCEMENT BRIEFING FROM MARCH JOINT POWERS AUTHORITY PLANNING DIRECTOR DAN FAIRBANKS

**Motion:** Receive and file a truck route enforcement briefing from March Joint Powers Authority Planning Director Dan Fairbanks.

**Background:**

As truck traffic along Van Buren Boulevard continues to be a topic of interest for JPA Commissioners, this report is to provide a status of the March JPA's service agreement with Riverside County Sheriff regarding the enforcement of truck movements near Meridian Business Park – South Campus.

**Attachment:** None

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

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

**Meeting Date:** August 9, 2023

**Action:** **ADOPT RESOLUTION JPA 23-15 OF THE MARCH JOINT POWERS AUTHORITY, APPROVING THREE JOB CLASSIFICATIONS, REVISED SALARY SCALE AND AMENDED ORGANIZATIONAL CHART**

**Motion:** Move to adopt Resolution JPA 23-15 of the March Joint Powers Authority, approving three job classifications, revised salary scale and amended organizational chart

**Background:**

As part of the sunset process set forth by the March Joint Powers Authority Commission, staff is requesting approval for the following job classifications:

- Deputy Director
- Accounting Manager/Controller
- Permit Technician

The Deputy Director job description was revised to reflect the current needs of the March Joint Powers Authority (MJPA) and the future needs of the March Inland Port Airport (MIPA). The Accounting Manager/Controller and Permit Technician classifications are new to reflect the current needs of the MJPA and the future needs of the MIPA. Also, the Accounting Manager/Controller job description replaces the current Finance Director job classification.

These positions, as well as others, will secure long-term viability of the March Inland Port Airport Authority to ensure continued successful operation and performance of the MIPA and the protection of the March Air Reserve Base.

As the MJPA continues to develop its sunset plans and moves forward in the transition phase, the proposed personnel positions are necessary to meet current and future operational needs. Staff is also requesting approval of the attached March Joint Powers Authority Revised Salary Scale, which will include the following positions:

- Deputy Director
- Accounting Manager/Controller
- Permit Technician

The creation of the aforementioned positions would also allow for the deletion of the following classifications from the overall Authority organizational chart:

- Finance Director
- Airport Director

The proposed changes would not have a fiscal impact on the March JPA and its associated entities, nor would it require adjustments to the approved personnel budget for FY 2022 through FY 2024.

**Attachment:**            Resolution JPA 23-15

## **RESOLUTION JPA 23-15**

### **A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY COMMISSION OF THE MARCH JOINT POWERS AUTHORITY APPROVING THREE (3) JOB DESCRIPTIONS AND REVISED SALARY SCALE AND AMENDED ORGANIZATIONAL CHART**

**WHEREAS**, as part of the sunset process set forth by the March Joint Powers Authority Commission, staff is requesting approval for the following job descriptions: Deputy Director, Accounting Manager/Controller, and Permit Technician;

**WHEREAS**, the Deputy Director job description was revised to reflect the current needs of the March Joint Powers Authority (MJPA) and the future needs of the March Inland Port Airport (MIPA);

**WHEREAS**, the Accounting Manager/Controller and Permit Technician job descriptions are new to reflect the current needs of the MJPA and the future needs of the MIPA;

**WHEREAS**, the Accounting Manager/Controller job description replaces the current Finance Director job description;

**WHEREAS**, these positions, as well as others, will secure long-term viability of the March Inland Port Airport Authority to ensure continued successful operation and performance of the MIPA and the protection of the March Air Reserve Base;

**WHEREAS**, as the MJPA continues to develop its sunset plans and moves forward in the transition phase, the proposed personnel positions are necessary to meet current and future operational needs;

**WHEREAS**, staff is also requesting approval of the attached March Joint Powers Authority Revised Salary Scale and Amended Organizational Chart, which will include the following positions: Deputy Director, Accounting Manager/Controller, and Permit Technician.

**NOW, THEREFORE**, the Joint Powers Commission of the March Joint Powers Authority does hereby resolve as follows:

**SECTION 1.** The Commission finds that all the foregoing recitals presented herewith are true and correct and are hereby incorporated and adopted as findings of the Commission as if fully set forth herein.

**SECTION 2.** That the job descriptions for Deputy Director, Accounting Manager/Controller, and Permit Technician; Revised Salary Scale and Amended Organizational



Chart for the March Joint Powers Authority,” are hereby adopted as heretofore considered and discussed, in the form attached hereto as Exhibit “A” and incorporated herein by this reference.

**SECTION 3.** This Resolution shall be effective immediately upon adoption.

**PASSED, APPROVED, and ADOPTED** this 9<sup>th</sup> day of August, 2023.

---

Chuck Conder, Chair  
March Joint Powers Authority Commission

**ATTEST:**

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution JPA 23-15 was duly and regularly adopted by the March Joint Powers Commission as its regularly scheduled meeting on August 9, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: August 9, 2023

---

Cindy Camargo, CAP, Clerk  
March Joint Powers Authority Commission

**EXHIBIT “A”**

**DEPUTY DIRECTOR JOB DESCRIPTION  
ACCOUNTING MANAGER/CONTROLLER JOB DESCRIPTION  
PERMIT TECHNICIAN JOB DESCRIPTION  
MARCH JOINT POWERS AUTHORITY REVISED SALARY SCALE  
MARCH JOINT POWERS AUTHORITY AMENDED ORGANIZATIONAL CHART**

**[ATTACHED]**



## March Joint Powers Authority Job Description

---

**Job Title:** Deputy Director  
**Job Grade:** A through F  
**FLSA Status:** Mid-Management  
**Date:** August 2023

### **JOB SUMMARY**

Under the direction of the Executive Director, the Deputy Director will provide support to the March Joint Powers Authority, the March Inland Port Airport Authority, the March Joint Powers Authority Successor Agency, and the March Joint Powers Authority Utilities Authority.

### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

*Job Descriptions are intended to present a description summary of the range of duties and responsibilities associated with specified positions. Therefore, job descriptions may not include all duties performed by individuals within a classification. In addition, job descriptions are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of the incumbents within the class.*

- Attend meetings and coordinate base reuse planning and implementation efforts.
- Represent the Executive Director at outside agency and committee working meetings.
- Assist in the preparation of meeting agendas and packets.
- Perform a variety of administrative research and technical assignments.
- Coordinate and compile data.
- Assist in drafting the annual budget and work program preparation.
- Conduct special studies as directed by the Executive Director on organizational matters such as JPA policy development, procedures, and administrative matters.
- Prepare a variety of correspondence.
- Prepare oral and written reports.
- Assist with the administration of facilities, equipment, and supplies.
- Provide the March Joint Powers Commission and staff managerial support, as needed.

Deputy Director  
August 2023  
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- Provide support to the Executive Director in varied other activities that may prove to be beneficial to the efforts of the Joint Powers Authority.
- Works with vendors and accounting staff related to contracts, billing, and budgeting.
- Acts as Procurement Officer as delegated by the Executive Director.
- Supervises and evaluates the performance of assigned staff and establishes performance requirements.

## **JOB SPECIFICATIONS**

### **Knowledge:**

- Coordinating the activities of federal, state, local, private, and non-profit agencies, and organizations.
- Consensus and coalition building.
- Project management, database, and word processing.
- Problem solver.
- Budget preparation and management.
- Managing and directing a multiplicity of projects among numerous agencies.
- Cooperation and service oriented with March Joint Powers Authority's master developers.

### **Skills and Abilities:**

- Work with minimal direction to complete new and varied assignments.
- Support initiatives and help guide and direct the organization to fulfill its mission.
- Effectively organize groups to accomplish planning and implementation goals.
- Be flexible in working scheduling, hours of work at the office, etc.
- Periodically attend pre or post business hour meetings.
- Excellent public relations skills.

## **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS**

*The physical, mental, and environmental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

### **Physical Demands**

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

### **Mental Demands**

While performing the duties of this job, the incumbent is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and

Deputy Director

August 2023

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solve problems; use reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with March JPA Management, staff, vendors, representatives of other government agencies, customers, the public and others encountered in the course of work.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing these essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The employee works under typical office conditions, and the noise level is usually quiet.

### **QUALIFICATIONS**

#### **Education, Training and/or Previous Work Experience:**

Any combination of experience and training that would provide the knowledge and abilities to perform the position is qualifying. A typical way to obtain the required knowledge and abilities would include the following:

- Bachelor's degree or equivalent plus an advanced degree in Public Administration, Business Administration, or a related field.
- Eight (8) years of related work experience, including experience in an executive management capacity.
- Demonstrated experience with local government in the areas of airport development and operations, planning, development processing, and/or redevelopment.
- Experience working with the military, medic, and on public relations campaigns.
- Military base reuse experience is highly desirable.
- Succession planning experience is highly desirable.
- Additional points given to U.S. military veterans with comparable leadership experience.

#### **License / Certificate:**

- Possession of a driver's license, issued by the State of California, and satisfactory driving record free from multiple or serious traffic violations or accidents for a period of at least two (2) years.

#### **Other requirements:**

- Completion of and satisfactory results of pre-employment drug and alcohol test; physical examination (including x-ray) indicating fitness for duty; DMV record review; and background investigation.



## March Joint Powers Authority Job Description

---

**Job Title:** Accounting Manager/Controller  
**Job Grade:** A through F  
**FLSA Status:** Professional/Administrative Management  
**Date:** August 2023

### **JOB SUMMARY**

Under the direction of the Executive Director, the Accounting Manager/Controller manages and handles all accounting functions including handling accounts receivable systems, accounts payable, payroll; assist with the preparation of the Agency's annual budget, audit, capital improvement program, and the administration of the Agency's Debt Portfolio; provide accounting and payroll services and instruction to Agency departments.

### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

*Job Descriptions are intended to present a description summary of the range of duties and responsibilities associated with specified positions. Therefore, job descriptions may not include all duties performed by individuals within a classification. In addition, job descriptions are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of the incumbents within the class.*

- Participate in the development and implementation of goals, objectives, policies, and procedures, particularly as they relate to accounting, finance, and payroll.
- Manage and handle the maintenance and integration of the automated accounting system, including year closing.
- Maintain a general accounting system for the Agency and departments.
- Maintain the records of current inventories of all property of the Agency by department.
- Review, analyze, and recommend improvements to accounting, reporting, and recording methods and procedures which must enable the Agency to meet State Controller's and GAAP guidelines.
- Supervise and be responsible for the disbursement of all moneys and have control of all expenditures to ensure that budget appropriations are not exceeded; audit all purchase

Accounting Manager/Controller

August 2023

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orders before issuance; audit and approve, before payment, all bills, invoices, payrolls, demands, or charges against the Agency, with the advice of Legal Counsel, when necessary, determine the regularity, legality and correctness of such claims, demands or charges.

- Assist in the development, justification, and administration of divisional and departmental budgets and accounts.
- Provide information regarding the budgetary status of all Agency funds and accounts.
- Submit to the March JPA Commission through the Executive Director a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the Agency; and, as of the end of each fiscal year, submit a complete financial statement and report.
- Supervise external audit activities, analyzing audit steps and progress.
- Prepare financial statements for both the Agency and component units; meet provisions of federal requirements, including the Single Audit Act, various grants, and other reports.
- Supervise the research and analysis of departmental and divisional fiscal, administrative, personnel, and operational activities.
- Participate in data processing procedures related to automated accounting systems or those systems that affect the general ledger. Provide necessary testing and support to determine that automated systems are performing appropriately.
- Perform the annual Appropriations Limit (Gann Proposition 4) calculations derived from City and State data.
- Respond to citizen inquiries and complaints regarding accounts payable and a variety of other accounting and budgetary matters.
- Coordinate accounting related activities with other Agency departments and with outside governmental and community agencies.
- Advise the Executive Director of financial implications and fund availability of items in March JPA Commission reports.
- Review legislation and accounting and/or recording pronouncements affecting the Agency or any component units.
- Assist in the administration of the Agency's Debt Portfolio.
- Assist with the preparation of the Agency's annual budget and capital improvement program.
- Post and reconcile general ledger and special fund accounts.
- Reconcile all bank accounts.
- Make journal entries.
- Process Payroll and file reports and process payments to the Public Employee's Retirement System (PERS).
- Perform related duties as assigned.

## **JOB SPECIFICATIONS**

### **Knowledge:**

- General and fund accounting principles and practices.
- Theories, principles, and practices of financial administration, budgeting, reporting, financial planning, and internal and external auditing.

Accounting Manager/Controller

August 2023

Page 2



- Applications of automatic data processing to accounting and related practices, including the use of computers and related software.
- Management and research techniques and procedures and methods of report presentation.
- Principles and practices, methods and procedures of budgeting, accounting, analysis, fiscal planning, and control.
- Pertinent state, federal, and local laws, regulations, ordinances, and legislative processes controlling the Agency's functions, programs, and operations.
- Generally Accepted Accounting Principles (GAAP), Government Accounting Principles, and the Government Accounting Standards Board (GASB) requirements.
- Principles and practices of auditing and internal control, cash management, budgeting, cost estimating and contract administration.
- Advanced operation and use of standard spreadsheet, database and presentation software; computer operations as related to internal controls, financial and billing systems; modern office procedures methods and equipment.
- Fund accounting and payroll processing.

**Skills and Abilities:**

- Plan, organize, supervise, and review accounting administrative, financial, budgeting, payroll, and accounting related activities.
- Communicate clearly and concisely, orally and in writing.
- Assess, develop, revise, and install automated and manual accounting systems and procedures.
- Analyze a variety of administrative problems and develop effective solutions.
- Prepare financial statements and reports from the Agency's comprehensive annual financial report to individual activity reports.
- Exercise leadership and authority tactfully and effectively.
- Create and deliver sophisticated public presentations.
- Organize, analyze, and evaluate complex data and financial reports.

**PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS**

*The physical, mental, and environmental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

**Physical Demands**

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Mental Demands**

While performing the duties of this job, the incumbent is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with March JPA Management, staff, vendors, representatives of other government agencies, customers, the public and others encountered in the course of work.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing these essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office conditions, and the noise level is usually quiet.

**QUALIFICATIONS****Education, Training and/or Previous Work Experience:**

Any combination of experience and training that would provide the knowledge and abilities to perform the position is qualifying. A typical way to obtain the required knowledge and abilities would include the following:

- Equivalent to a Bachelor's degree from an accredited college or university with major course work in accounting, finance, business administration, or a closely related field.
- Certified Public Accountant designation and/or a Master's degree in Public Administration, Business, Finance, or Accounting are highly desirable.
- Extensive experience in computerized accounting programs, word processing, and spreadsheets.
- At least five (5) years of professional experience in government accounting and experience preparing financial statements.
- Experience with Springbrook is highly desirable.
- Experience with local government is highly desirable.

**License / Certificate:**

- Possession of a driver's license, issued by the State of California and satisfactory driving record free from multiple or serious traffic violations or accidents for a period of at least two (2) years.

**Other requirements:**

- Completion of and satisfactory results of pre-employment drug and alcohol test; physical examination (including x-ray) indicating fitness for duty; DMV record review; and background investigation.



## March Joint Powers Authority Job Description

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**Job Title:** Permit Technician

**Job Grade:** A through F

**FLSA Status:** Non-Exempt

**Date:** August 2023

### **JOB SUMMARY**

Under the direction of the Planning Director, the Permit Technician performs routine to moderately complex technical, administrative, and public contact work in the acceptance and processing of a wide variety of building and land development-related permits and plans. The Permit Technician also provides information to the public on permit application, building inspection, and plan checking processes and requirements and performs related duties as required.

### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

*Job Descriptions are intended to present a description summary of the range of duties and responsibilities associated with specified positions. Therefore, job descriptions may not include all duties performed by individuals within a classification. In addition, job descriptions are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of the incumbents within the class.*

- Provides quality customer service at a public counter and by telephone providing information to developers, contractors, homeowners, members of the public and private agencies on matters pertaining to permitting processes, policies, functions, and other information required by law.
- Calculates and collects a variety of fees for plan checks, permits, and other charges in accordance with established fee schedules.
- Resolves or assists in resolving permitting issues.
- Reviews applications for completeness, documents and plan submittals for appropriate approvals and required attachments to assure accuracy, completeness, and compliance with pertinent laws and established criteria.
- Verifies data regarding contractors' licenses.
- Files and/or routes plans and permits to appropriate departments and staff.
- Researches and coordinates permit activities with staff and outside agencies.

Permit Technician

August 2023

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- Enters and updates information in the computerized permit system to prepare a variety of forms, letters, reports, and other materials to include the permit issuance database.
- Maintains accurate and detailed records and files, verifies accuracy of information, provides status reports, researches discrepancies and records information.
- Calculates and maintains statistical data and records and prepares a variety of reports as required.
- Researches, reviews, and compiles data for special projects and various reports.
- Works with the Accounting staff and tracks deposits.
- Acts as permitting contact for agencies on JPA projects being developed.
- Ensures constant follow-up with various agencies regarding plans and projects.
- Works with in-house consultants on project status.
- Ensures maintenance of official public agency records.
- Responds to planning information requests in a timely manner.
- Provides back up support to the front office Receptionist.
- Provides phone support and meet and greet the public at the March JPA office.

## **JOB SPECIFICATIONS**

### **Knowledge:**

- Permit and plan checking procedures, rules, regulations, and guidelines.
- Local, state, and federal building, engineering, and planning codes and regulations related to the permit process.
- Building inspection and minor plan checking procedures and requirements.
- Building construction methods, practices, techniques, and materials.
- Codes and standards governing building and construction activities.
- Available resources and materials related to planning and building code requirements.
- Computer applications as they relate to area assigned to include specialized permit issuance and report software.
- Basic mathematics.
- Principles and practices of effective customer service and telephone etiquette.
- Modern office practices and procedures, including filing and recordkeeping.

### **Skills and Abilities:**

- Read and interpret construction blueprints, plans, and specifications.
- Apply laws and regulations affecting the issuance of building permits.
- Operate a computer and use applicable software.
- Communicate clearly and effectively, both orally and in writing.
- Make accurate mathematical computations.
- Understand and carry out oral and written directions independently.
- Coordinate work assignments with other departments and agencies.
- Prepare clear, concise, and comprehensive correspondence, reports, and other written materials.
- Organize, set priorities, and exercise sound independent judgment within areas of responsibility.
- Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
- Establish and maintain effective working relationships with management, staff, developers, contractors, homeowners, members of the public, representatives of private

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agencies, and others encountered in the course of work.

### **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS**

*The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

#### **Physical Demands**

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

#### **Mental Demands**

While performing the duties of this job, the incumbent is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with March JPA management, staff, vendors, representatives of other government agencies, customers, the public and others encountered in the course of work.

#### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing these essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office conditions, and the noise level is usually quiet.

### **QUALIFICATIONS**

#### **Education, Training and/or Previous Work Experience:**

Any combination of experience and training that would provide the knowledge and abilities to perform the position is qualifying. A typical way to obtain the required knowledge and abilities would include the following:

- High school diploma or GED equivalent.
- Two (2) years of journey level administrative or technical experience with public contact related to land use regulations, the building process, construction, and permitting, or an equivalent combination of training and experience.
- Two (2) years of experience with Accela and HDL Permit Software Programs.

#### **License / Certificate:**

- Possession of a valid California Driver's License

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**Other requirements:**

- All employment offers are contingent upon successful completion of both a pre-employment physical exam, including a drug/alcohol test, and a criminal background investigation, which involves fingerprinting. (A felony or misdemeanor conviction may disqualify the applicant from March JPA employment.)

**March Joint Powers Authority**

**Salary Scale**

**Effective October 12, 2022**

<b>POSITION</b>	<b>STATUS</b>	<b>Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Receptionist/Office Assistant	NE	1	\$ 40,246	\$ 42,709	\$ 45,324	\$ 48,098	\$ 51,042	\$ 54,166
			\$ 19.35	\$ 20.53	\$ 21.79	\$ 23.12	\$ 24.54	\$ 26.04
		2	\$ 41,051	\$ 43,564	\$ 46,230	\$ 49,060	\$ 52,063	\$ 55,249
			\$ 19.74	\$ 20.94	\$ 22.23	\$ 23.59	\$ 25.03	\$ 26.56
		3	\$ 41,872	\$ 44,435	\$ 47,155	\$ 50,041	\$ 53,104	\$ 56,354
			\$ 20.13	\$ 21.36	\$ 22.67	\$ 24.06	\$ 25.53	\$ 27.09
Grounds/Maintenance Worker III	NE	1	\$ 52,258	\$ 55,457	\$ 58,851	\$ 62,453	\$ 66,276	\$ 70,332
			\$ 25.12	\$ 26.66	\$ 28.29	\$ 30.03	\$ 31.86	\$ 33.81
		2	\$ 53,303	\$ 56,566	\$ 60,028	\$ 63,702	\$ 67,601	\$ 71,739
			\$ 25.63	\$ 27.20	\$ 28.86	\$ 30.63	\$ 32.50	\$ 34.49
		3	\$ 54,369	\$ 57,697	\$ 61,229	\$ 64,976	\$ 68,953	\$ 73,174
			\$ 26.14	\$ 27.74	\$ 29.44	\$ 31.24	\$ 33.15	\$ 35.18
<b>Permit Technician</b>	NE	1	\$ 59,904	\$ 63,571	\$ 67,462	\$ 71,591	\$ 75,973	\$ 80,623
			\$ 28.80	\$ 30.56	\$ 32.43	\$ 34.42	\$ 36.53	\$ 38.76
		2	\$ 61,102	\$ 64,842	\$ 68,811	\$ 73,023	\$ 77,492	\$ 82,235
			\$ 29.38	\$ 31.17	\$ 33.08	\$ 35.11	\$ 37.26	\$ 39.54
		3	\$ 62,324	\$ 66,139	\$ 70,187	\$ 74,483	\$ 79,042	\$ 83,880
			\$ 29.96	\$ 31.80	\$ 33.74	\$ 35.81	\$ 38.00	\$ 40.33
Business Development Specialist	PAM	1	\$ 60,081	\$ 63,758	\$ 67,661	\$ 71,802	\$ 76,197	\$ 80,861
			\$ 28.89	\$ 30.65	\$ 32.53	\$ 34.52	\$ 36.63	\$ 38.88
		2	\$ 61,282	\$ 65,033	\$ 69,014	\$ 73,238	\$ 77,721	\$ 82,478
			\$ 29.46	\$ 31.27	\$ 33.18	\$ 35.21	\$ 37.37	\$ 39.65
		3	\$ 62,508	\$ 66,334	\$ 70,394	\$ 74,703	\$ 79,275	\$ 84,128
			\$ 30.05	\$ 31.89	\$ 33.84	\$ 35.91	\$ 38.11	\$ 40.45
Airport Operations Coordinator	PAM	1	\$ 63,686	\$ 67,584	\$ 71,721	\$ 76,110	\$ 80,769	\$ 85,713
			\$ 30.62	\$ 32.49	\$ 34.48	\$ 36.59	\$ 38.83	\$ 41.21
		2	\$ 64,960	\$ 68,936	\$ 73,155	\$ 77,633	\$ 82,384	\$ 87,427
			\$ 31.23	\$ 33.14	\$ 35.17	\$ 37.32	\$ 39.61	\$ 42.03
		3	\$ 66,259	\$ 70,314	\$ 74,618	\$ 79,185	\$ 84,032	\$ 89,176
			\$ 31.86	\$ 33.80	\$ 35.87	\$ 38.07	\$ 40.40	\$ 42.87
Property Manager	PAM	1	\$ 69,475	\$ 73,727	\$ 78,240	\$ 83,028	\$ 88,110	\$ 93,504
			\$ 33.40	\$ 35.45	\$ 37.62	\$ 39.92	\$ 42.36	\$ 44.95
		2	\$ 70,864	\$ 75,201	\$ 79,804	\$ 84,689	\$ 89,873	\$ 95,374
			\$ 34.07	\$ 36.15	\$ 38.37	\$ 40.72	\$ 43.21	\$ 45.85
		3	\$ 72,281	\$ 76,705	\$ 81,400	\$ 86,383	\$ 91,670	\$ 97,281
			\$ 34.75	\$ 36.88	\$ 39.13	\$ 41.53	\$ 44.07	\$ 46.77
Executive Assistant / Clerk	MM	1	\$ 76,847	\$ 81,550	\$ 86,542	\$ 91,839	\$ 97,460	\$ 103,426
			\$ 36.95	\$ 39.21	\$ 41.61	\$ 44.15	\$ 46.86	\$ 49.72
		2	\$ 78,384	\$ 83,181	\$ 88,273	\$ 93,676	\$ 99,410	\$ 105,494
			\$ 37.68	\$ 39.99	\$ 42.44	\$ 45.04	\$ 47.79	\$ 50.72
		3	\$ 79,951	\$ 84,845	\$ 90,038	\$ 95,549	\$ 101,398	\$ 107,604
			\$ 38.44	\$ 40.79	\$ 43.29	\$ 45.94	\$ 48.75	\$ 51.73
Senior Planner	PAM	1	\$ 87,185	\$ 92,521	\$ 98,184	\$ 104,194	\$ 110,572	\$ 117,340
			\$ 41.92	\$ 44.48	\$ 47.20	\$ 50.09	\$ 53.16	\$ 56.41
		2	\$ 88,929	\$ 94,372	\$ 100,148	\$ 106,278	\$ 112,783	\$ 119,686
			\$ 42.75	\$ 45.37	\$ 48.15	\$ 51.10	\$ 54.22	\$ 57.54
		3	\$ 90,707	\$ 96,259	\$ 102,151	\$ 108,404	\$ 115,039	\$ 122,080
			\$ 43.61	\$ 46.28	\$ 49.11	\$ 52.12	\$ 55.31	\$ 58.69

**March Joint Powers Authority**

**Salary Scale**

**Effective October 12, 2022**

<b>POSITION</b>	<b>STATUS</b>	<b>Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Principal Planner	PAM	1	\$ 110,797	\$ 117,578	\$ 124,775	\$ 132,412	\$ 140,517	\$ 149,118
			\$ 53.27	\$ 56.53	\$ 59.99	\$ 63.66	\$ 67.56	\$ 71.69
		2	\$ 113,012	\$ 119,930	\$ 127,270	\$ 135,060	\$ 143,327	\$ 152,100
			\$ 54.33	\$ 57.66	\$ 61.19	\$ 64.93	\$ 68.91	\$ 73.12
		3	\$ 115,273	\$ 122,328	\$ 129,816	\$ 137,762	\$ 146,194	\$ 155,142
			\$ 55.42	\$ 58.81	\$ 62.41	\$ 66.23	\$ 70.29	\$ 74.59
Accounting Manager / Controller	PAM	1	\$ 128,160	\$ 136,004	\$ 144,329	\$ 153,163	\$ 162,538	\$ 172,486
			\$ 61.62	\$ 65.39	\$ 69.39	\$ 73.64	\$ 78.14	\$ 82.93
		2	\$ 130,723	\$ 138,725	\$ 147,216	\$ 156,226	\$ 165,789	\$ 175,936
			\$ 62.85	\$ 66.69	\$ 70.78	\$ 75.11	\$ 79.71	\$ 84.58
		3	\$ 133,338	\$ 141,499	\$ 150,160	\$ 159,351	\$ 169,104	\$ 179,455
			\$ 64.10	\$ 68.03	\$ 72.19	\$ 76.61	\$ 81.30	\$ 86.28
Planning Director	MM	1	\$ 129,955	\$ 137,910	\$ 146,351	\$ 155,309	\$ 164,815	\$ 174,903
			\$ 62.48	\$ 66.30	\$ 70.36	\$ 74.67	\$ 79.24	\$ 84.09
		2	\$ 132,554	\$ 140,668	\$ 149,278	\$ 158,415	\$ 168,111	\$ 178,401
			\$ 63.73	\$ 67.63	\$ 71.77	\$ 76.16	\$ 80.82	\$ 85.77
		3	\$ 135,206	\$ 143,481	\$ 152,263	\$ 161,583	\$ 171,473	\$ 181,969
			\$ 65.00	\$ 68.98	\$ 73.20	\$ 77.68	\$ 82.44	\$ 87.49
Finance Director	MM	1	\$ 131,573	\$ 139,626	\$ 148,172	\$ 157,241	\$ 166,866	\$ 177,079
			\$ 63.26	\$ 67.13	\$ 71.24	\$ 75.60	\$ 80.22	\$ 85.13
		2	\$ 134,204	\$ 142,418	\$ 151,135	\$ 160,386	\$ 170,203	\$ 180,621
			\$ 64.52	\$ 68.47	\$ 72.66	\$ 77.11	\$ 81.83	\$ 86.84
		3	\$ 136,888	\$ 145,267	\$ 154,158	\$ 163,594	\$ 173,607	\$ 184,233
			\$ 65.81	\$ 69.84	\$ 74.11	\$ 78.65	\$ 83.46	\$ 88.57
Airport Director	MM	1	\$ 135,680	\$ 143,985	\$ 152,798	\$ 162,150	\$ 172,075	\$ 182,607
			\$ 65.23	\$ 69.22	\$ 73.46	\$ 77.96	\$ 82.73	\$ 87.79
		2	\$ 138,394	\$ 146,864	\$ 155,854	\$ 165,393	\$ 175,517	\$ 186,260
			\$ 66.54	\$ 70.61	\$ 74.93	\$ 79.52	\$ 84.38	\$ 89.55
		3	\$ 141,161	\$ 149,802	\$ 158,971	\$ 168,701	\$ 179,027	\$ 189,985
			\$ 67.87	\$ 72.02	\$ 76.43	\$ 81.11	\$ 86.07	\$ 91.34
Deputy Director	MM	1	\$ 135,680	\$ 143,985	\$ 152,798	\$ 162,150	\$ 172,075	\$ 182,607
			\$ 65.23	\$ 69.22	\$ 73.46	\$ 77.96	\$ 82.73	\$ 87.79
		2	\$ 138,394	\$ 146,864	\$ 155,854	\$ 165,393	\$ 175,517	\$ 186,260
			\$ 66.54	\$ 70.61	\$ 74.93	\$ 79.52	\$ 84.38	\$ 89.55
		3	\$ 141,161	\$ 149,802	\$ 158,971	\$ 168,701	\$ 179,027	\$ 189,985
			\$ 67.87	\$ 72.02	\$ 76.43	\$ 81.11	\$ 86.07	\$ 91.34
Executive Director Current Annual Contract Amount								\$ 265,000

**Non-shaded rows indicate authorized and filled positions. Shaded rows indicate unfilled positions.**

Annual and Hourly equivalent wage rates are indicated.

NE: Non-Exempt PAM: Professional/Administrative Management MM: Mid-Management EM: Executive Management

Benefit Bank package for all employees is \$12,604 per year.

Management receives an additional management package as follows: PAM=2% of Salary, MM=4% of Salary, EM=6% of Salary



**PROPOSED**  
 March JPA  
 Org Chart  
 (Aug 2023)

March Joint Powers Authority  
 March Joint Powers Utilities Authority  
 March Inland Port Airport Authority

Executive Director

Business Development  
 Specialist

Executive Assistant/Clerk

Receptionist/Office  
 Assistant

Finance Manager/Controller

Property Manager

Maintenance Worker III

Planning Director

Principal Planner

Senior Planner

Permit Technician

Deputy Director

Airport Operations  
 Coordinator

Maintenance Worker III

***Positions To Be Eliminated***  
 Airport Director - eliminate  
 Finance Director - eliminate

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

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

**Meeting Date:** August 9, 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.

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. Staff is engaged with consultant in preliminary planning for highest and best use of available properties. Additionally, discussion continue on short-term priority infrastructure needs in addition to longer-term infrastructure demands based on projected growth factors. All of which are to be depicted on the Airport Layout Plan with a focus on projects funded by the FAA Capital Improvement Plan (CIP). **The July PAC meeting involved input from various stakeholders regarding opportunities for development and infrastructure improvements at the airport.**

#### 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 MIPAA's bulk storage fuel facility and portions of MIPAA's 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 3<sup>rd</sup> or early 4<sup>th</sup> 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. MARB project conditions have been met. Project team continues its inspection and final sign-off on the job card. Van Buren extension is in place with just a few finishing items. Signage

and landscape is in place and overall utilities are tested and complete. Hillwood is seeking a CO as soon as May 30, 2023, pending complete job card signatures and satisfaction of a remaining conditions of approval. **On June 20, 2023, MJPA issued a Certificate of Occupancy (Building Shell Only), to Riverside Inland Development (Hillwood) for the Target Building. Work still continues on the building interior, consisting mainly of conveyor/racking systems. The interior work is estimated to be completed sometime during the month of August 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 “raft 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.

**Attachment:**           None

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

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

**Meeting Date:** August 9, 2023

**Action:** **APPROVE A ONE-YEAR OPTION TO EXTEND A PROFESSIONAL SERVICES AGREEMENT WITH C&S ENGINEERS, INC. FOR ON-CALL ENVIRONMENTAL, PLANNING AND DESIGN/ENGINEERING SERVICES AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

**Motion:** Move to approve a one-year option to extend a Professional Services Agreement with C&S Engineers, Inc. for on-call environmental, planning and design/engineering services and authorize the Executive Director to execute the agreement.

**Background:**

On September 25th, 2019, the Commission approved advertisement of a Request for Qualifications (RFQ) for environmental, planning and design engineering services for March Inland Port Airport Authority (MIPAA). On February 6, 2020, MIPAA advertised the RFQ. The scope of work encompasses capital improvement project planning, design/engineering, the preparation and dissemination of environmental documents pursuant to the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

MIPAA advertised the public solicitation RFQ in February of 2020. After months of reviewing multiple Statements of Qualifications (SOQ) received during the RFQ process, C&S Engineering was selected as the most qualified responsive bidder and therefore was awarded the contract. The term of the agreement encompassed three (3) years of airport planning/engineering services with two (2) one-year options to extend, not to exceed five years as allowed by the FAA. During the term of their agreement, C&S Companies provided professional services for tasks described in the RFQ. Each task, or project, required a separate cost proposal. An independent fee estimate is obtained for each task/project cost proposal pursuant to the terms of their contract, and subject to the approval of the Commission.

C&S Companies has successfully completed engineering, planning, and environmental work for MIPAA, to include updates to the Airport Layout Plan and airport capital improvement plans for FAA compliance work. They are currently drafting the airport's first master plan to help with future grant funding opportunities. Staff is highly satisfied with the quality of work provided by C&S; as such, staff supports a one-year extension option on the C&S PSA. Staff recommends

approval of the one-year option to extend the PSA with C&S Engineering with no changes to the original contract, and authorize the Executive Director to execute the extension.

**Attachment:**      None



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

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

**Meeting Date:** August 9, 2023

**Action:** **ADOPT RESOLUTION MIPAA 23-01 FOR A GRANT MANAGEMENT AND ADMINISTRATION POLICY FOR AIRPORT IMPROVEMENT PROGRAM GRANT FUNDING**

**Motion:** Move to adopt Resolution MIPAA 23-01 for a Grant Management and Administration Policy for Airport Improvement Program Grant Funding.

**Background:**

Through the AIP, the Federal Aviation Administration (FAA) provides grants for the planning and development of public-use airports that have been identified as important to the NAS (National Airspace System) in the National Plan of Integrated Airport Systems (NPIAS). Once an airport is included in the NPIAS, the airport sponsor must develop and implement an airport master plan, including an Airport Layout Plan (ALP). The airport sponsor shows existing and future airport development on the ALP, which must be approved by FAA. Only development shown on the ALP is eligible for AIP funds.

While the AIP Handbook provides guidance to FAA staff about the administration of the Airport Improvement Program, it also informs the agency as to key program features and guides oversight policy. For reference purposes, a copy of the AIP Handbook is available at [http://www.faa.gov/airports/aip/aip\\_handbook](http://www.faa.gov/airports/aip/aip_handbook). In addition, the March Inland Port Airport Authority is a small airport with few employees. The Executive Director will appoint staff or contract personnel to fulfill numerous roles within the administration process keeping in mind separation of duties and responsibilities.

To continue with the agency's compliance with FAA criteria as it pertains to federal funding for airport projects, staff recommends the adoption of Resolution MIPAA 23-01.

**Attachment:** Resolution MIPAA 23-01

**RESOLUTION MIPAA 23-01**

**A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY, ADOPTING A GRANT MANAGEMENT AND ADMINISTRATION POLICY FOR AIRPORT IMPROVEMENT PROGRAM GRANT FUNDING**

**WHEREAS**, through the Airport Improvement Program (AIP), the Federal Aviation Administration (FAA) provides grants for the planning and development of public-use airports that have been identified as important to the NAS (National Airspace System) in the National Plan of Integrated Airport Systems (NPIAS); and

**WHEREAS**, eligible projects for AIP funding include improvements related to airport safety, capacity, security and environmental concerns; and

**WHEREAS**, once an airport is included in the NPIAS, the airport sponsor must develop and implement an airport master plan, including an Airport Layout Plan (ALP); and

**WHEREAS**, only development shown on the ALP is eligible for AIP funds; and

**WHEREAS**, the March Joint Powers Authority desires to obtain AIP funding; and

**WHEREAS**, the March Joint Powers Authority is required to establish a Grant Management and Administration Policy in order to participate in the AIP.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the March Joint Powers Commission of the March Joint Powers Authority at its regular meeting held on August 8, 2023, as follows:

**SECTION 1.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** The March Joint Powers Commission does hereby approve and adopt the Grant Management and Administration Policy, a copy of which attached hereto as “Attachment A” and by this reference made a part hereof.

**SECTION 3.** This Resolution shall be effective immediately after its adoption.

**PASSED, APPROVED, and ADOPTED** this 9th day of August, 2023.

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Chuck Conder, Chair  
March Joint Powers Commission

**ATTEST:**

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution JPA 23-01 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on August 9, 2023 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: August 9, 2023

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Cindy Camargo  
Clerk, March Joint Powers Commission

**Attachment A**  
**to**  
**(Resolution #JPA 23-01)**

## **AIP GRANT MANAGEMENT AND ADMINISTRATION POLICY**

### **I. Overview**

Through the AIP, the Federal Aviation Administration (FAA) provides grants for the planning and development of public-use airports that have been identified as important to the NAS (National Airspace System) in the National Plan of Integrated Airport Systems (NPIAS). Once an airport is included in the NPIAS, the airport sponsor must develop and implement an airport master plan, including an Airport Layout Plan (ALP). The airport sponsor shows existing and future airport development on the ALP, which must be approved by FAA. Only development shown on the ALP is eligible for AIP funds.

While the AIP Handbook provides guidance to FAA staff about the administration of the Airport Improvement Program, it also informs the agency as to key program features and guides oversight policy. For reference purposes, a copy of the AIP Handbook is available at [http://www.faa.gov/airports/aip/aip\\_handbook](http://www.faa.gov/airports/aip/aip_handbook). In addition, the March Inland Port Airport Authority is a small airport with few employees. The Executive Director will appoint staff or contract personnel to fulfill numerous roles within the administration process keeping in mind separation of duties and responsibilities. A further discussion on these roles is in Section II, Definitions.

### **II. Definitions**

- 1) **Accounting**: Staff or contractors that are responsible for all financial and accounting services for the March Joint Powers Authority and the March Inland Port Airport Authority.
- 2) **Airports Capital Improvement Plan (ACIP)**: An internal, five year FAA document that serves as the primary planning tool for identifying and prioritizing critical airport development and associated capital needs for the National Airspace System. **CIP** (Capital Improvement Plan) is an individual airport's capital improvement plan, which identifies capital projects projected to be needed for the succeeding six years, including the priority, costs, and expected funding sources for each project.
- 3) **Airport Improvement Program (AIP)**: The Airport Improvement Program provides grants to public agencies for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS). Eligible projects for AIP funding include improvements related to airport safety, capacity, security and environmental concerns. In general, airport sponsors can use AIP funds on most airfield capital improvements or repairs to improve the airport in the areas of safety, capacity and noise compatibility. The Airport Improvement Program was established by Congress in the Airport and Airway Improvement Act of 1982 (Public Law 97-248). The Airport Improvement Program is subject to renewal along with FAA reauthorization legislation which comes up periodically.

- 4) Allowable Project Costs: Direct or indirect cost in accordance with 49 USC § 47110(b), OMB Circular A-87, and 31 USC § 7501 and paid or incurred under a planning project, an airport development project, or a noise program implementation project which is necessary for the accomplishment of the project in conformity with approved plans and specifications, is reasonable in amount, is supported by satisfactory evidence, and was incurred after the date of the grant agreement. More information on how the ADO determines a cost is allowable can be found in the AIP Handbook, Chapter 11.
- 5) Capital Improvement Plan (CIP): An individual airport's capital improvement plan, which identifies capital projects projected to be needed for the succeeding six years, including the priority, costs, and expected funding sources for each project
- 6) Capital Projects Manager: The individual responsible for the development of the Airport's Capital Improvement Program and providing oversight of the Airport's AIP program. The Capital Projects Manager assures that the CIP and AIP plans are aligned to ensure that the sponsor share is available at the time AIP grants are received. This position is generally filled via contract or Executive Director designee.
- 7) Encumbrance: A contingent liability, contract, purchase order, including change orders, that is chargeable to an account. It ceases to be an encumbrance when paid out or when the actual liability amount is determined and recorded as an expense.
- 8) Executive Director: The administrator of the March Joint Powers Authority and director of the March Inland Port Airport.
- 9) Grant Assurances: Commitments by the Airport in exchange for grant funds.
- 10) Grant Manager: The individual charged with all duties to administer the Airport Improvement Program for the Airport, and to manage the administration of associated grants. This position is generally filled via contract or Executive Director designee.
- 11) Letter of Intent (LOI): A written agreement between the FAA and the Airport for specific airport development and associated AIP funding, usually over a term of years. These agreements are subject to the availability of federal funds.
- 12) March Joint Powers Commission: The legislative and decision-making body of the March Joint Powers Authority and March Inland Port Airport Authority.
- 13) National Airspace System: The common network of U.S. airspace: air navigation facilities, equipment and services, airports or landing areas, aeronautical charts, information and services, rules, regulations and procedures, technical information, personnel and material.

- 14) National Plan of Integrated Airport Systems (NPIAS): An inventory of U.S. aviation infrastructure assets which is developed and maintained by the Federal Aviation Administration. The purposes of the NPIAS are to identify U.S. airports considered to be significant components of the U.S. aviation infrastructure network, to qualify the current state of development and technology of each airport, and to estimate the funding to bring each airport up to current standards of design, technology and capacity.
- 15) Non-Allowable Project Costs: Costs deemed not eligible by the ADO for inclusion in an AIP grant are defined in the AIP Handbook.
- 16) Procurement Officer: This term is used to designate the person responsible for the implementation of MIPA procurement procedures as outlined within the MIPA Procurement Policy. This position is generally filled via contract or Executive Director designee.
- 17) Reimbursement Request: A request by the Airport to the FAA to reimburse it for allowable project costs that have been paid by the Airport that are supported by appropriate documentation including outlay reports, invoices, schedules of values, and expenditure reports.
- 18) Schedule of Values: A detailed statement furnished by the Capital Projects Manager outlining the portions of the contract sum, either by lump sum or quantity, or a combination thereof. A schedule of values is used to break out the total contract amount into its components, line by line. The Schedule of Values is put into the bid documents for the contractor to bid.

### **III. AIP Planning**

The AIP planning process is undertaken annually in conjunction with the Capital Improvement Program planning process. Potential projects are identified by the staff in cooperation with the FAA. Long-term projections and needs analyses play a pivotal role in determining the priorities for funding.

- 1) On an annual basis, the Capital Projects Manager oversees development of the airport CIP Plan and AIP Plan. Airport needs and projects designed to meet those needs over the foreseeable future are requested from Airport operating staff. The Capital Projects Manager summarizes those projects on a five-year CIP plan for the review of Executive Director. This step takes place no later than September each year.
- 2) The Grant Manager and Capital Projects Manager coordinate the review of the CIP with the FAA Los Angeles Airports District Office (ADO) to determine the eligibility of proposed projects for FAA funding. The Grant Manager and Capital Projects Manager meet with the ADO's office during grant and environmental submissions as well as reference the AIP Handbook during submittal to ensure grant applications are complete. A

five-year AIP plan is then developed by the Grant Manager for submission to and approval of the FAA. This step takes place no later than November each year.

- 3) Once reviewed by the ADO, the Executive Director will take the draft AIP and CIP to the March Joint Powers Commission for approval to apply for and accept any grants received. This step takes place no later than January each year.

#### **IV. AIP Acquisitions: Application, Project Approval and Grant Offer**

AIP Grant applications are submitted annually for those projects identified in the approved ACIP. The Grant Manager is responsible for preparing all grant applications, and meeting all FAA submission deadlines.

- 1) The Grant Manager submits annual grant applications in accordance with the approved CIP and AIP plans.
- 2) The Grant Manager will work with the Capital Projects Manager to develop the scope of work upon which the FAA grant application is based.
- 3) The Program Narrative is prepared by Capital Projects Manager and is based on the design by the Capital Projects Manager.
- 4) The Grant Manager will complete all required application forms, insure all required assurances and supporting documentation are attached, obtain all required signatures. The Capital Projects Manager will then review all application documents, at which time the Grants Manager will submit the grant application to the FAA.
- 5) The Grant Manager will provide the FAA with any clarifications or assistance as requested during the FAA's review of the grant application.

#### **V. Project Approval and Grant Offer**

The Grant Manager is responsible for facilitating the acceptance of the FAA's grant offer.

- 1) The Grant Manager shall initiate acceptance of the Grant Offer by providing all documents requiring signature to the Executive Director for signature.
- 2) Once the Grant Agreement is executed, the Grant Manager will assure that copies of the accepted Grant Agreement will be disseminated to Accounting and to the Capital Projects Manager.

#### **VI. AIP Grant Management**

##### **A. Contract Development, Bid and Award**



- 1) The Procurement Officer is responsible for managing the solicitation of bids or requests for proposal (RFP) on the project.
- 2) The Capital Projects Manager will develop technical specifications and submit to the ADO for approval through a Sponsor Certification for Project Plans and Specifications form.
- 3) The Procurement Officer advertises for bids or proposals.
- 4) The Procurement Officer receives the bids and sets up an evaluation committee headed by the Executive Director. This includes reviewing bidders against a debarred bidder database and assuring bidders are not engaged in legal actions against the March Joint Powers Authority or March Inland Port Airport Authority.
- 5) The Capital Projects Manager evaluates the bids or proposals, requests from the Designer of Record a bid evaluation and recommendation and recommends award to Executive Director.
- 6) Executive Director reviews and approves recommended award.
- 7) ADO provides concurrence to Issue Notice to Proceed response letter.
- 8) The Procurement Officer sends notice to the selected bidder, and a contract is issued and signed.

#### **B. Grant Administration/Requests for Reimbursement**

- 1) The Grant Manager will track all active AIP Grants to assure grant reimbursement requests are submitted to the FAA and reimbursed on a timely basis. Grant reimbursement requests shall include outlay reports, invoices, and schedules of value and expenditures reports.
- 2) Capital Projects Manager will review all contractor invoices to determine allowable costs. Capital Projects Manager will identify the appropriate budget sources to be charged on each invoice.
- 3) The Grant Manager will convene monthly a meeting with the AIP Review Team, which includes the Capital Projects Manager and Accounting who oversee construction funded by active AIP Grants. The Team is tasked with tracking AIP project progress, tracking the status of grant reimbursement requests, identifying any new conditions that may require a grant amendment, and identifying any obstacles to timely completion and closeout.
- 4) Accounting prepares and assembles all required documentation for invoicing and reimbursement.

- 5) Grant Manager will review the request for reimbursement to ensure appropriate documentation and expenditure ratios are met.
- 6) Grant Manager assures appropriate signatures are affixed to reimbursement request form and reimbursement request cover sheet.
- 7) Grant Manager transmits request for reimbursement to FAA.
- 8) Accounting maintains copies and records of requests for reimbursement.

## **VII. AIP Project Closeout**

### **A. Construction Project Closeout**

Capital Projects Manager is responsible for contract completion, which must occur before the grant can be closed out.

- 1) Capital Project Manager complete the substantial completion form which starts the warranty period on the project.
- 2) Capital Projects Manager create a punch list and closes out all items, including test results.
- 3) Capital Projects Manager supply an As-Built, Revised or Updated ALP to the FAA Airports Office. (The Project is added to the ALP, not necessarily immediately at project's end.)
- 4) Capital Projects Manager schedules a final inspection with the ADO and provides the FAA with the test results to review before the inspection.
- 5) Capital Projects Manager completes all required close-out documentation, obtains Consent of Surety from the Contractor.
- 6) Capital Projects Manager issue Certificate of Final Completion.
- 7) Capital Projects Manager advertises for Final Settlement and closeout.
- 8) Contractor submits pay application.
- 9) Capital Projects Manager submits all closeout documentation to Executive Director with the final pay application.
- 10) Accounting: Processes and records final payment.

### **B. AIP Grant Closeout**

Grant Manager oversees grant closeout processes for all AIP Grants. Problems or issues in this

stage should be brought to the Grant Manager's attention for assistance in resolution.

- 1) Capital Projects Manager is responsible for preparation of FAA-required final reports.
- 2) Capital Projects Manager and Accounting are responsible for reconciling the financial information in the draft final report with the Authority's official accounting records and requesting that Accounting prepare journal vouchers as necessary to move eligible expenditures from non-FAA budget sources to FAA-eligible budget sources and to correct grant/sponsor share ratios and resolve any other issues.
- 3) Capital Projects Manager s prepare a draft final report in accordance with FAA requirements. The FAA has different requirements for construction grants, planning grants, and equipment acquisition grants. Capital Projects Manager s submit the draft to the FAA for review and resolution of any issues prior to completion of the final report.
- 4) Capital Projects Manager completes and submits the final report, including all required test results and equipment inventories, to the FAA. Submission and approval of the final report to the FAA is the basis upon which a final request for reimbursement can be paid.
- 5) Grant Manager requests preparation of final reimbursement request by the Accounting, reviews it for accuracy, obtains appropriate signatures, and submits it to the FAA.
- 6) FAA makes final reimbursement, upon approval of the final project report. The final settlement also involves recovering overpayments.
- 7) The FAA will notify the Airport Manager that the grant is closed.

## **VIII. Training**

### **A. Grant Management Duties**

The Grant Manager and the Capital Projects Manager shall be versed in all grant management duties.

### **B. Continuing Education**

- 1) The Grant Manager and Capital Projects Manager will avail themselves to all relevant continuing education.
- 2) The Grant Manager is responsible for providing March Joint Powers Authority or March Inland Port Airport Authority staff with all grant management procedures, FAA handbooks and information needed to effectively manage their grant-funded projects.

### **C. Ongoing Update**

These policies and procedures shall be reviewed annually by the Grant Manager and updated as every three (3) years or as needed.