

MARCH JOINT POWERS AUTHORITY



NOTICE OF THE 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, May 8, 2024 at 3:00 p.m.**

This Notice was posted on 05/02/2024 at the following locations:

Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518

On May 2, 2024, 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

REGULAR MEETING
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Wednesday, May 8, 2024 - 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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MARCH JOINT POWERS COMMISSION
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City of Moreno Valley • City of Riverside • City of Perris

Wednesday, May 8, 2024 - 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. Public Comments**
Any person may address the Commission on any subject pertaining to March Joint Powers Authority, March Inland Port Airport Authority, Successor Agency/former March Joint Powers Redevelopment Agency, and March Joint Powers Utilities Authority business not listed on the Agenda during this portion of the Meeting. A limitation of three (3) minutes shall be set for each person desiring to address the Commission.
- 7. Approval of Minutes for Regular Meeting held on April 24, 2024 – Page 7**
- 8. Consent Calendar**
MJPA – Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities – Page 14
- 2) Report: Update on Planning Activities – Page 19
- 3) Report: Receive and file Financial Status Reports – Page 24
- 4) Action: Approve March 2024 Disbursements – Page 57
- 5) Action: Approve a Professional Services Agreement with HBS to continue federal lobbyist services and authorize the Chief Executive Officer to execute the Agreement – Page 63
- 6) Action: Approve a Professional Services Agreement with Patrol Security and Guard, Inc. for patrol services and authorize the Chief Executive Officer to execute the Agreement. – Page 81
- 7) Action: Adopt Resolution JPA 24-06 of the March Joint Powers Authority, approving one job classification, removing a vacant job classification, and approving a revised salary scale – Page 98
- 8) Action: Approve a Reimbursement Agreement between County of Riverside and March Joint Powers Authority for Van Buren Boulevard roadway improvements and authorize the Chief Executive Officer to execute the agreement and allocate \$39,600 toward the project – Page 108

9. Reports, Discussions and Action Items

MJPA - Operations

- 1) Report: Receive and file an update for 452d Security Forces Squadron by Lt Col David McManus, Commander – Page 118
Dr. Grace Martin, Chief Executive Officer
- 2) Report: Receive and file the monthly Technical Advisory Committee (TAC) report for May 6th, 2024 – Page 121
Tisa Rodriguez, TAC Chair
- 3) Action: Adopt three resolutions as it pertains to LLMD No. 1: Adopt Resolution JPA 24-07 a resolution of the commission of the March Joint Powers Authority initiating proceedings to levy and collect assessments for fiscal year 2024/2025 within Landscaping and Lighting Maintenance District No. 1; adopt Resolution JPA 24-08 a resolution of the commission of the March Joint Powers Authority preliminarily approving Engineer’s Report for the levy of annual assessments for fiscal year 2024/2025; adopt Resolution JPA 24-09 a resolution of the commission of the March Joint Powers Authority declaring its intent to levy and collect assessments for fiscal year 2024/2025 within Landscaping and Lighting Maintenance District No. 1; and 4) Direct staff to set the public hearing for June 12, 2024 – Page 122
Dan Fairbanks, Planning Director
- 4) Report: Riverside County Sheriff’s Department Truck Enforcement Update – Page 169
Lauren Sotelo, Senior Planner
- 5) Action: Review March Joint Powers Authority responses to grand jury findings and recommendations in a report titled “Marginally Transparent” and direct the Chief Executive Officer to finalize, execute, and issue a response letter prior to the 90-day deadline - Page 174
Dr. Grace Martin, Chief Executive Officer

10. Consent Calendar

MIPAA – Operations

- 1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities – Page 208
- 2) Report: Receive and file Financial Status Reports – Page 213
- 3) Action: Approve March 2024 Disbursements – Page 221
- 4) 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 Chief Executive Officer to execute the agreement. – Page 223

11. Reports, Discussions and Action Items

MIPAA – Operations

- 1) Action: Receive and file the March Inland Port Airport Master Plan Update – Page 225
Dr. Grace Martin, Chief Executive Officer

12. Consent Calendar

MJPUA – Operations

1. Report: Receive and file Financial Status Reports – Page 234
2. Action: Approve March 2024 Disbursements – Page 238

17. Commission Members Oral Reports/Announcements

18. Staff Oral Reports/Announcements

19. Calendaring of Future Agenda Items

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

20. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: March Field Air Museum Property, 22550 Van Buren Boulevard, Riverside (APN 294-140-018)

Agency Negotiator: Dr. Grace Martin, Chief Executive Officer

Negotiating Parties: March Field Air Museum

Under Negotiation: Price and Terms of Possible Sale

21. 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 Suite 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, Friday Closed). 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 JPA offices at 14205 Meridian Parkway, Suite 140, Riverside,

California (Government Code Section 54957.5(b)(2). Copies of staff reports and written materials may be purchased for \$0.20 per page. In addition, staff reports can be reviewed online at www.marchjpa.com. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

ADA: If you require special accommodations during your attendance at a meeting, please contact the 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: May 2, 2024

Signed: *Cindy Camargo*

Cindy Camargo, Clerk of the March Joint Powers Authority Commission

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Wednesday, April 24, 2024 - 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 Delgado called the meeting to order at 3:03 p.m.

2. Roll Call

Present: Perry, Jeffries (2 votes), Vargas, Rogers, Conder, Delgado (2 votes)

Absent: Gutierrez, Cabrera

3. Invocation

Pastor Diane Gardner provided the invocation.

4. Pledge of Allegiance

Member Conder led the group in the pledge.

5. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.

Item 9 (4), Legislative Agenda, was updated after the February 14th meeting to reflect updates by the Base and final agenda was posted on the website and shared with Commission.

Item 10 (1), Environmental Justice Element, two public comment letters were inadvertently left out of the packet and those letters were posted on the website and shared with Commission.

6. Public Comments

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

The following person(s) provided a public comment in person:

1. Jerry Shearer

One public comment received for Item 6 via email.

7. Approval of Minutes for Regular Meeting held on March 13, 2024

No questions or comments.

Motion to approve the JPC Regular Meeting Minutes for meetings held on March 13, 2024.

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

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 February 2024 Disbursements
- 5) Action: Approve Amendment No. 2 to the Professional Services Agreement with CG Resource Management and Engineering (CGRME) for water quality management planning and engineering services and authorize the Chief Executive Officer to execute the amendment
- 6) Action: Adopt Resolution JPA 24-05 approving the 2024 March Joint Powers Authority Local Guidelines for Implementing the California Environmental Quality Act (CEQA)
- 7) Action: Award a final contract to Mariposa Tree Management and authorize the Chief Executive Officer to execute the contract

One public comment received for Item 8 (6) via email and printed and placed on the dais for Commission review.

Motion to approve Consent Calendar, MJPA – Operations, Items 8 (1-7).

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

Abstain: None

9. Reports, Discussions and Action Items

MJPA - Operations

- 1) **Report: Receive and file an update for Fourth Air Force by Major General Derin (“Bull”) S. Durham, Commander**

Dr. Grace Martin, Chief Executive Officer introduced Commander Durham.

Chair Delgado shared that JPA just returned from DC and team is very proud to represent March in DC. Chair Delgado stated that Bull’s presentation makes him even more proud of March.

Member Conder thanked General Durham for his report and stated that JPA is dedicated to protecting the base.

Member Jeffries shared a concerned about the liability of the base being in Southern California and if March being in California will be a deterrent to rehabilitating and maintaining it. General Durham stated that he is a big fan of the joint use airport construct. He added that in the unlikely event that the base was to go away, there is another engine to drive economic success in the community.

Member Conder stated that the JPA is looking at one of the Green Acres houses to use for childcare.

- 2) **Report: Receive and file the monthly Technical Advisory Committee (TAC) report for April 1st, 2024**

Tina Grande, TAC Alternate Member provided an update on this item.

No questions or comments.

- 3) **Report: The Five-Year Traffic Monitoring Study for the Meridian Specific Plan Area, North Campus, and South Campus**

Jeffrey Smith, Principal Planner provided an update on this item.

No questions or comments.

- 4) **Report: Receive and file reports on the 2024 Washington DC Legislative trip and annual conference for the Association of Defense Communities (ADC)**

Dr. Grace Martin, Chief Executive Officer provided an update on this item.

Chair Delgado stated that JPA team kept the base’s mission in mind, and trip was very fruitful and team received a lot of good feedback.

Member Conder stated that JPA spent time with Mrs. Sharene Brown and had a chance to talk about childcare for March.

Vice Chair Vargas stated that it was a good trip. He added that it was one of the better trips he’s attended.

- 5) **Action: Adopt Resolution JPA 24-06 of the March Joint Powers Authority, approving one job classification and revised salary scale.**

Dr. Grace Martin, Chief Executive Officer provided an update on this item.

Member Jeffries asked if the Deputy Director position will remain. Dr. Martin stated that the position is still currently listed in the books. While the new position was discussed at the Finance Subcommittee meeting, the removal of existing positions was not discussed. Dr. Martin stated that as the land use transition occurs there will be other changes in the organization that will come before the commission. Member Jeffries recommended the elimination of the vacant Deputy Director position with the creation of the new position. Dr. Martin stated that they will bring the removal of the Deputy Director position to the next meeting.

Chair Delgado stated that the JPA is adjusting instead of growing.

Motion to Continue Item 9 (5) to the next meeting to include the elimination of the Deputy Director position.

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

10. Public Hearing – MJPA

- 1) Action: Take the following actions as they pertain to General Plan Amendment GP-23-02, the Environmental Justice Element: Adopt Resolution JPA 24-04 approving the following actions: 1) Finding the Environmental Justice Element General Plan GP-23-02 categorically exempt from CEQA pursuant to State CEQA Guidelines Class 7 and Class 8 (protection of the environment); 2) Approving GP-23-02, Adopting the March JPA Environmental Justice Element and Creating Section 7 (Environmental Justice Element) to the March JPA General Plan; and 3) Directing staff to file a Notice of Exemption pursuant to the March JPA local CEQA Guidelines
Dan Fairbanks, Planning Director and Alicia Gonzalez, Michael Baker provided an update on this item.

Chair Delgado opened the Public Hearing at 4:37 p.m.

73 Public Comments were received via email, and there are 9 in person speakers.

The following person(s) provided public comments in person:

1. Franco Pacheco
2. Karla Cervantes Pacheco
3. Jillian Menez
4. Andrew Silva
5. Mike McCarthy, RNOW
6. Jerry Shearer
7. Jennifer Larratt-Smith
8. Pete Elliott
9. Joaquin Castillejus

Public Comments closed at 5:04 p.m.
The commission recessed for a private meeting at 5:04 p.m.
The commission returned from their recess at 5:14 p.m.

Member Jeffries asked if the Upper Plateau project can still be authorized by the commission if there is an adopted Environmental Justice policy in place. Mr. Fairbanks answered that is correct. Mr. Fairbanks added that there are other land use proposals under review, including the housing proposal for Westmont Village that would benefit from the EJ element policy. Member Jeffries inquired on the timing of the EJ element policy. Mr. Fairbanks stated that SB-1000 was approved in the 2016 timeframe and the first communities probably moved towards their EJ Elements in the 2000 or 2021 timeframe. Mr. Fairbanks stated that the JPA is likely behind more than other agencies but it is a requirement that they have to comply with. Member Jeffries asked when it was decided that we need this. Dr. Martin stated that the discussion that has changed since last year is the sunset discussion on the JPA's land use authority. She added that in coordination with County staff, an EJ Element would be needed for the hand off of land use projects and the transition. Member Jeffries stated that he is extremely hesitant to use the Environmental Justice protections as a tool to implement a public policy change as far as adopting a moratorium. Member Jeffries added that regarding a Community Advisory Board, a committee would comprise of residents who reside within the jurisdiction of the JPA. In this case it would be residents of Green Acres and Westmont Village and US Vets that would be invited to serve on a board.

Chair Delgado stated that he agrees that they should not be using this Environmental Justice report to sway or decide on any particular development.

Member Perry asked what type of day the community meetings took place. Mr. Fairbanks stated that community workshops were held at 6:30 p.m. Member Perry inquired about the 77 County policies and 77 mirrored policies by JPA. Mr. Fairbanks stated that MIPA policies are consistent with the County policies. There have been some changes, but they are very close. Member Perry stated that he is looking at a letter dated January of this year and in that letter it makes note of a couple of different policies, one involving the Environmental Justice policies and the City of Riverside was encouraging the Authority to do the cities engagement policies. Member Perry stated that he found that in the body of the report and there was an incorporation of the Riverside Action Plan. He continued to ask if any of the comments received by the JPA were implemented in any way into this proposed policy. Mr. Fairbanks stated that the second policy mentioned was the incorporation of the City of Perris and the City of Riverside guidelines for implementing warehouse development as it relates to the Good Neighbor policy. Mr. Fairbanks stated that this is going to a county area in fifteen months. He added that the proposed EJ Element does not include guidelines to match the City of Perris and the City of Riverside warehouse Good Neighbor Guidelines because the JPA area will go to the county.

Member Rogers stated that she takes Environmental Justice very seriously and they have to make sure that the residents in disadvantaged communities are represented. Member Rogers added that the March Joint Powers Authority has a disadvantaged community, and we have to have an Element of Justice in our General Plan. Member Rogers added that if

we don't do it, we are not following the law. We have to have an Environmental Justice Element. Member Vargas stated that he agrees that this is important to have.

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

Motion: Rogers
Second: Jeffries
Ayes: Jeffries (2 votes), Vargas, Rogers, Conder, Delgado (2 votes)
Noes: Perry
Absent: Gutierrez, Cabrera
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 February 2024 Disbursements
- 4) Action: Approve Amendment No. 1 to the Exclusive Negotiating Agreement between the March Joint Powers Authority, March Inland Port Airport Authority, and Meridian Park, LLC for Parcel D-1 North and authorize the Chief Executive Officer to execute the Agreement

Motion to approve Consent Calendar, MIPAA – Operations, Items 11 (1-4).

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

12. Reports, Discussions and Action Items

MIPAA – Operations

- 1) Action: Approve C&S Companies Scope of Work for the Taxiway G Realignment and the Rehabilitation/Reconstruction of Pavement Management Areas 4, 5, 12, 13, 14, and 15 Project and Authorize MIPAA to Contribute \$103,493 towards the Design, Bidding and Awarding of the Project
Dr. Grace Martin, Chief Executive Officer provided an update on this item.

Member Conder asked if the realignment of Taxiway G is a safety issue. Dr. Martin answered yes.

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

Motion: Vargas
Second: Conder
Ayes: Perry, Jeffries (2 votes), Vargas, Conder, Rogers, Delgado (2 votes)

Noes: None
Absent: Gutierrez, Cabrera
Abstain: None

13. Consent Calendar

MJPUA – Operations

1. Report: Receive and file Financial Status Reports
2. Action: Approve February 2024 Disbursements

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

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

14. Commission Members Oral Reports/Announcements

Member Conder thanked MJPA Clerk, Cindy Camargo for keeping everyone on track on the Washington DC Legislative Trip.

Member Jeffries stated that he has not received any notification of the Grand Jury Report from the JPA staff and has not seen any agendaized discussion of it from the JPA staff. Dr. Martin answered that JPA staff did receive a letter from the Grand Jury on April 10th while they were in DC and was sent to BB&K and their plan is to bring it to commission along with a response, they have 90 days to respond to the letter and they're reviewing the findings and the recommendations so that they can bring a full report back to the commission. Member Perry added that he found out about the Grand Jury report, and it took him by surprise. He would like to see something agendaized soon.

15. Staff Oral Reports/Announcements

None.

16. Calendaring of Future Agenda Items

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

Member Jeffries stated a Grand Jury report.

17. Adjournment

This meeting adjourned at 5:50 p.m.

March Joint Powers Authority
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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: May 8, 2024

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. On February 8th, 2024, SoCal Gas

informed MJPA staff that they've completed an assessment of the gas system and have determined an engineering plan to appropriately take over natural gas service within the JPA's northeast corner. Construction of said plan can start as early as August of 2024. SoCal Gas will share an agreement for JPA's concurrence after their bid process is completed and a contractor's fee has been determined for improvements. SoCal Gas staff recommend a \$2 million budget for the project with final project costs to be determined after their bidding process is completed.

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 was officially filed with the court August 8, 2014. New performance timelines were established based on the 437day force majeure. The first parcel sale closed on April 6, 2015. The remaining EDA grant funds were used to demolish several additional buildings on the northeast corner. This demolition project is now complete. 2/16/16: March JPA received a plot plan application for the Signature Health project on about 7.5 acres at the northwest corner of N Street and 6th Street. 3/24/16: March JPA Staff was informed that water backbone infrastructure plans are near completion and final approval by WMWD. 10/12/16: WMWD issued a Notice to Proceed to MHD to construct the south loop water infrastructure improvements. The waterline project has been completed and energized. 04/12/17: March JPC approved the Second Amendment to the Disposition and Development Agreement. The Amendment was also approved by the Oversight Board on 04/27/17 and was forwarded to the California Department of Finance (DOF) for consideration on May 2, 2017. On May 5, 2017, DOF notified March JPA that it will be reviewing the Oversight Board action. By statute, DOF has 40 days to review the action. On June 14, 2017, DOF disallowed the Oversight Board's approval of the Second Amendment to the DDA. On July 26, 2017, the Commission approved a Force Majeure extending certain performance criteria in the Disposition and Development Agreement. On September 26, 2018, the Commission approved the 2nd Amendment to the Disposition and Development Agreement. On September 28, 2021, the JPA rejected a Force Majeure filed by March1 on September 20th, claiming impacts to the construction schedule due to delays by WMWD. However, on October 12, 2021, WMWD issued a stop work notice for the pressure reducing valve (PRV) that is associated with Phase D-1 of the Lifecare project which could impact the timing of the project. WMWD indicated that the reason for the stop work notice is because they recently received a federal grant from the Department of Defense to increase water capacity for the Base, and because the PRV is connected to that water capacity increase the DOD is requiring WMWD to complete a NEPA study to receive grant funds. Construction of the PRV cannot commence until the NEPA study is completed according to the DOD. 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 26th, the Commission approved a Third Amendment to the March LifeCare project DDA. The Amendment established an extension of eight months on Phase 1 infrastructure improvements, giving the master developer until September of 2022 to complete agreed upon improvements. In late December 2021, March1 provided March JPA Staff with a project description, conceptual site plan and building elevations for a proposed Continuing Care Retirement Community (“CCRC”) to provide a continuum of care services for elderly seniors. On January 13, 2022, March JPA Staff held a Pre-Application Meeting for the proposed CCRC. March1 presented the proposed project to March JPA Staff/departments, outside agencies/utility companies and representatives from our member jurisdictions. The meeting was held so that March1 could obtain feedback/information prior to a formal application submittal which would require the vetting of an actual user prior to any entitlements. A formal submittal of plans has not yet been completed. The following matrix represents the status of required DDA-Third Amendment improvements, as of December 26, 2022. 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 11th to July 30th, 2023. A DDA-Fifth Amendment will be presented to the Commission at their 2/14/24 JPC meeting.

	TASK	DUE DATE – per 3 rd Amendment of DDA	STATUS
1	PRV Facility	6 months from Notice to Proceed date	A 5 th Amendment to the DDA will be presented to the Commission at their 2/14/24 JPC meeting. WMWD has completed the required NEPA study for a DOD grant received for the project. A Notice to Proceed was issued on October 11, 2022 with a completion deadline of April 11, 2023. Construction has not yet started. On December 26, 2022, March1 submitted a letter to 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 th JPC meeting to allow an extension of time on the PRV and a new milestone based on deliverables. NOC not obtained by required deadline.
2	Landscape Improvements – Riverside Drive	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
3	Backbone water infrastructure (per Amended Exhibit D-1) – (i) Riverside Drive and Meyer Drive 24” pipeline; (ii) 12” pipeline along Riverside Drive; (iii) 12” pipeline along N Street; (iv) 12” pipeline along 6 th Street, and subject to Authority Engineer approval.	No later than July 30, 2022	This task has been completed and requirement is satisfied.

4	Slurry seal and restripe existing pavement on roadway sections reflected on Amended Exhibit D-1, and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
5	Structural grind and overlay with restripe on those roadway sections on Amended Exhibit D-1 – min. 0.15 ft . grind and AC overlay, and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
6	Correction of road cross-slopes to match County standards and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
7	Repair of long sewer trench failure along Riverside Drive and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
8	Repair of Drainage inlets identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
9	Remove and replace broken, buckled and distressed concrete sidewalk, curb, and gutter as identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.

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

on April 27th, 2023 between the parties. Senator Roth submitted SB228 to state legislators in 2023 and the State approved \$500,000 for CMD to complete an assessment of the NOSC building for the Youth Challenge program. An appraisal of the NOSC building along with construction planning were completed in the Fall of 2023. Costs were estimated at a little more than \$170 million. CMD staff is currently discussing options for funding with state and federal legislators.

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 CEO 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 CEO was asked to place an item on the 3/22/23 agenda for the 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: May 8, 2024

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, consisting of the four-member jurisdiction Parks Director's was formed in 2006 to review potential locations for the park identified in the 2003 Settlement Agreement. The preparation of an aviation safety study was authorized for the optional park sites 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, and 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. 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 was held 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. In 2018, analysis and approval of the Parks Development Impact Fee was terminated by Danielle Wheeler, former Executive Director. 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 MIPA'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 MIPA 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. Meetings of parks officials and senior management from Riverside County and the City of Riverside were held on December 4, 2023 and January 18, 2024 to discuss the proposal for a park as a component of the West Campus Upper Plateau. Follow-up meetings are expected.

Perris Valley Channel Lateral B

Objective: Prepare Environmental Documents for Final Segment

Status: An MOU for the construction of Lateral B, Stages 6 and 7, was approved between the MIPA 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 24-month timeline. March JPA staff is finalizing the final draft Mitigated Negative Declaration (MND) under CEQA for Stage 6 of the Perris Valley Channel Lateral B, the final segment which is located within Riverside National Cemetery property. This CEQA document was available for a 30-day public

review period which began on June 28, 2023. Staff is currently finalizing the details of the Cooperative Agreement with Flood Control, which will address the construction, inspection, maintenance, acceptance, and operation of this segment. It is anticipated this Project will go before the Commission during 1st quarter 2024.

Heacock Flood Control Channel: Project complete. Project history last posted 09/28/22. On May 10, 2023, a 1.09-acre easement behind the March ARB Commissary, was approved by the Commission for transfer to RCFCWCD for maintenance purposes. A 1,195 square foot-triangular, easement area, behind the March ARB Commissary is on this agenda for Commission consideration, for the 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 of the design work on construction plans for the project and is finalizing the Cooperative Agreement between March Air Reserve Base, March JPA, USDA and private developers for the funding and construction of the project. Because there is a shortage on funding for the project, staff continues to research grant opportunities that can be pursued in partnership with RCFCWCD. On May 17, 2022, USDA staff confirmed their agency's ownership of the Cactus channel segment along their property. A formal request from the RCFCWCD was submitted to begin the easement transfer of channel property within USDA's jurisdiction, to the District for future installation of Cactus Channel improvements. On June 14th and 15th, 2022, March JPA commissioners and staff met with the USDA and Air Force Reserve Command during a legislative trip to Washington DC and discussed the Cactus channel and need for permanent right-of-way and support for funding on their individual segments of the channel project. Overall, the USDA and Air Force Reserve are supportive of issuing easements for construction and maintenance on the channel. Feedback on funding from both agencies is forthcoming. In March of 2023, RCFCWCD, MJPA, MARB and City of Moreno Valley met to discuss the Cooperative Agreement for the project. Agencies will start reviewing terms again and meet regularly to finalize an agreement for execution.

West Campus Upper Plateau:

Objective: Private Development, generating revenue and jobs

A proposed project to develop an approximate 360-acre Specific Plan (SP-9) and record a Conservation Easement on 445-acres of Open Space. The development area (Specific Plan) is generally located east of Barton Street, approximately 1,600' south of Alessandro Boulevard, and 1,500' north of Grove Community Drive in the general area occupied by the former March Air Force Base Weapon Storage Area. The four Business Park parcels to the north would be a total of 34.50 acres, the Business Park parcel to the east would be 9.38 acres, and the two Business Park Parcels to the south would total 22.47 acres. Similar to all other Specific Plans in the March JPA planning area, the three Mixed-Use parcels would include a variety of land uses but would not include the development of residential units. The three Mixed-Use parcels would be 10.77 acres, 26.60 acres, and 5.45 acres and would be located along the west side, just east of the Barton Street extension, and along the southeast corner of the Development Area. The two Public Facility parcels would consist of a 2.12-acre Western Municipal Water District sewer lift station to be developed along the east side of the Development Area just south of Cactus Avenue, and a 1.41-acre utility facility located southeast of the Western Municipal Water District facility. The three open space areas would consist of a larger open space area and two smaller open space areas. The larger open space area would be 50.00 acres and would consist of trails for recreational users. The larger open space area would be located directly east of the Barton Street extension

and just south of the park area. Two small parking areas would be located on the eastern edge of the larger open space area to provide access for park users. The first smaller open space area would be approximately 11.98 acres and would be located directly north of the four Business Park Parcels. The second smaller open space area would be 2.48 acres and would be located south of Bunker Hill Drive, between one of the Mixed-Use Parcels and the two Business Park Parcels, as well as along the southern perimeter of the proposed Development Area from Barton Street to Cactus Avenue. The open space parcels would provide further buffer to the Conservation Area. The proposed Development would retain 2 of the existing 16 military bunkers, which were previously used for munitions storage by March AFB prior to March AFB's realignment in 1993. An active recreational park area would be approximately 10.00 acres and would be located west of Barton Street and directly north of the larger open space area. The developer has offered to grade and construct the initial 10-acres of park area and maintain the park area through a CFD. The remaining 50-acres of park space, under the developer's proposal, could remain as passive recreational space until the City or County was interested in developing active recreational space. A project Notice of Preparation was circulated to 93 public agencies and interested parties on November 20, 2021. An environmental scoping meeting was advertised in the Press Enterprise on November 26 and held on December 8, 2021. At present an Environmental Impact Report is being prepared for the project. On February 14, 2022, March JPA and Meridian Park, LLC hosted an all hands meeting with county and city parks directors, Riverside city and county officials. A discussion of the parks meeting is outlined under the previously listed Community Sports Complex section. A Zoom call Community Meeting was held on March 24, 2022 at 6:00 PM to 7:30 PM. Various West Campus Upper Plateau application materials are available on the March JPA website, including the video of the Community Zoom meeting at: https://marchjpa.com/documents/docs_forms/03022022_GMT20220225-015209_Recording_1920x1080.mp4. The JPC Airport Land Use Study Subcommittee met to discuss the status of the Riverside County Airport Land Use Commission (RCALUC) review of the West Campus Upper Plateau on May 11, 2022. At that time, the RCALUC recommendation was for a finding of conditionally consistency with the March ARB/IP airport compatibility plan. Discussion occurred regarding the prohibition of public assembly uses, as well as a discussion regarding the proposed building heights and building setbacks. The Subcommittee requested that a subsequent discussion occur with the committee when the applicant's renderings and photo simulations are submitted as part of the environmental review process. On May 12, 2022, the Riverside County Airport Land Use Commission determined the West March Upper Plateau Project was conditionally consistent with the March Air Reserve Base/Inland Port Airport Compatibility Plan. The finding of consistency included conditions prohibiting public assembly uses including churches and requires the submittal of a BASH study by a Wildlife Hazard Biologist as a future component of the EIR process. On August 18th, a public workshop was held at the March Field Air Museum where developers discussed the proposed development with members of the public and solicited input prior to the release of a draft EIR. The West Campus Upper Plateau Draft EIR was circulated for public review on Monday, January 9, 2023, and the 60-day review ended on Friday, March 10, 2023. On December 2, 2023, the draft EIR was recirculated identifying new information pertaining to the Air Quality, Hazards and Hazardous Materials, and Land Use and Planning sections to the draft EIR. An amended recirculated Notice of Preparation was recirculated for the West Campus Upper Plateau Draft EIR on Monday, January 9, 2023, as some of the project appendices pages were blank. The current due date for comments is March 10, 2023.

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

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

United States Veterans Initiative (US Vets, Applicant) proposes new building uses to the March Veterans Village Campus, located at the southwest corner of N Street and 6th Street, within the US Vets Transitional Housing Specific Plan Area (SP-6), within the jurisdiction of the March Joint Powers Authority, Riverside County, California. Specifically, the Applicant seeks to amend the US Vets Transitional Housing Specific Plan, (SP-6) and Plot Plan (PP 10-02) to allow for a two-story, 24-unit transitional housing building and 44-permanent supportive housing units, for a total of 68-units, to be developed on the remaining 3.05 -acres of the Campus, where the remainder of Phase 2 and Phase 3 development would take place. Buildings 4 - 8, would be eliminated. Each studio unit within the transitional housing building will be approximately 375 square feet, while the permanent supportive housing units will be approximately 500 square feet in size. The proposed Project would reduce the total number of units from 323 to 222 and the total number of beds from 401 to 283. Staff received a formal application and documentation on February 23, 2023. Staff has reviewed the application/documentation for completeness and has distributed the project documentation to MJPA Departments and reviewing agencies on March 2, 2023 and most comments were received on March 23, 2023. Tribal consultation is required under SB 18 (Specific Plan Amendment) and 14 Tribes were contacted for consultation. Staff will introduce the proposed Project to TAC in early April 2023. It should be noted that US Vets provided an update on the March Vets Village Campus and presented a concept of the proposed project to the JPC on April 13, 2022. The proposed project was presented to TAC on April 3, 2023. 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. The proposed project was presented to TAC on December 4, 2023. Commission review of the proposed project is scheduled for February 14, 2024. On February 14, 2024, the March Joint Powers Commission considered and approved the following in support of the U.S. Vets Transitional Housing Program Specific Plan (SP-6): 1) Resolution #JPA 24-01, Adopting a CEQA Addendum to the Certified March LifeCare Campus Specific Plan Final Program EIR (SCH# 2008071021) in support of the U.S. Vets Transitional Housing Program Specific Plan, Approving Plot Plan PP 10-02, Amendment #1, subject to Conditions of Approval for the development of the U.S. Vets Transitional Housing Program Specific Plan Project; and 2) Introduced and waived the first reading of Ordinance #JPA 24-01 approving the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1) and direct Staff to place this item on a future Commission Agenda for the Second Reading and formal adoption; and 3) A Ground Lease agreement between March Joint Powers Authority and United States Veterans Housing Corporation for a 75-year ground lease on the remaining 3.05-acres located at the southeast corner of N Street and 4th Street, within the northeastern portion of the March Joint Powers Authority jurisdictional boundaries. Commission consideration and second reading of Ordinance JPA #24-01, for the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1), has been scheduled for March 13, 2024. On March 13, 2024, the March Joint Powers Commission adopted Ordinance JPA #24-01 for the U.S. Vets Transitional Housing Program Specific Plan Amendment No. 1 (SP-6, A1).

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: May 8, 2024

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

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

Background:

The monthly Financial Status Reports are a summary of operational income and expenses for the month of March 2024 and for the fiscal year to date. It provides a summary of the March Joint Powers Authority's (March JPA's) ongoing activities related to the March JPA's approved FY 2023/24 budget. Included in the financials are the quarterly Investment Policy Compliance Statement reports which includes the report provided by Citizens Trust for the quarter ending March 31, 2023.

Attachment(s):

- 1) Financial Status Reports for March 2024
- 2) Third Quarter FY 2023/24 Investment Policy Compliance Statement Reports.

ASSETS

Cash In Bank	\$ 7,633,878.39
Petty Cash	300.00
Investment Account	4,879,378.34
Meridian Drainage Fee Acct	2,513,630.67
CalPERS Benefit Trust	12,067,581.40
County Fire Facilities Fund	1,861,056.71
Accounts Receivable	893,579.25
Accounts Receivable - Leases	1,349,157.70
Loans Receivable	2,013,926.60
MIP Loan Receivable	2,687,896.35
RDA Loan Receivable	81,180.24
MJPUA Loan Receivable	450,000.00
Due From Other Funds	100,000.00
Interest Receivable	1,672,366.67
Insurance Deposits	1,283.00

Total Assets \$ 38,205,215.32

LIABILITIES

Accounts Payable	32,361.56
Payroll Liabilities	-
Deposits in Trust	327,435.62
County Fire Facility	1,824,540.34
Meridian Drainage Fees	1,964,224.57
Lifecare Campus Drainage Fees	82,243.53
Meridian–St. F Sgnl Fair Share	637,826.15
MARB Heacock Project Funds	666.72
Deferred Inflows - Leases	1,349,157.70

Total Liabilities 6,218,456.19

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	31,551,223.58
Change in Fund Balance for the eight months ending March 31, 2024	<u>435,535.55</u>

Ending Fund Balance, March 31, 2024 31,986,759.13

Total Liabilities and Fund Balance \$ 38,205,215.32

General Ledger Expenses vs Budget



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Printed: 5/1/2024 4:00:06 PM
Period 01 - 09
Fiscal Year 2024

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100	General Fund	847,890.00				
100-10-50100-05	Salaries and Wages	117,926.00	508,413.15	508,413.15	339,476.85	40.04
100-10-50100-10	Benefits	103,131.00	63,605.38	63,605.38	54,320.62	46.06
100-10-50100-15	PERs Contributions	13,855.00	24,995.64	24,995.64	78,135.36	75.76
100-10-50100-20	Medicare Tax	2,000.00	7,769.47	7,769.47	6,085.53	43.92
100-10-50100-25	Unemployment	12,770.00	0.00	0.00	2,000.00	100.00
100-10-50100-30	Workers Compensation Ins.	10,000.00	522.87	522.87	12,247.13	95.91
100-10-50100-32	Temporary Office Help	1,000.00	11,486.86	11,486.86	-1,486.86	-14.87
100-10-50100-35	Employee Recruitment	111,312.00	332.50	332.50	667.50	66.75
100-10-50100-99	Unfunded Accrued Liab(UAL)	1,000.00	42,663.80	42,663.80	68,648.20	61.67
100-10-50150-02	Mileage Reimbursement	7,500.00	35.76	35.76	964.24	96.42
100-10-50150-04	Payroll Services	2,000.00	1,619.45	1,619.45	5,880.55	78.41
100-10-50150-06	Periodicals/Memberships	10,000.00	8,674.35	8,674.35	-6,674.35	-333.72
100-10-50150-08	Education/Training	30,000.00	10,070.94	10,070.94	-70.94	-0.71
100-10-50150-12	Travel	17,300.00	24,105.66	24,105.66	5,894.34	19.65
100-10-50150-14	JPC Members' Stipend	13,000.00	9,700.00	9,700.00	7,600.00	43.93
100-10-50150-15	Meeting Expenses	15,000.00	5,514.73	5,514.73	4,485.27	57.58
100-10-50150-16	Office Supplies	6,750.00	11,869.78	11,869.78	3,130.22	20.87
100-10-50150-18	Telephone & Internet Expense	6,000.00	3,670.17	3,670.17	3,079.83	45.63
100-10-50150-20	Mobile Phones	3,750.00	7,275.01	7,275.01	-1,275.01	-21.25
100-10-50150-24	Postage	160,000.00	3,631.17	3,631.17	118.83	3.17
100-10-50150-26	Liability Insurance - PERMA	3,500.00	102,279.31	102,279.31	57,720.69	36.08
100-10-50150-30	Printing - Outside	12,000.00	2,854.27	2,854.27	645.73	18.45
100-10-50150-32	Equipment Leases	57,000.00	23,481.68	23,481.68	-11,481.68	-95.68
100-10-50150-34	Equipment Maintenance	4,100.00	33,210.93	33,210.93	23,789.07	41.74
100-10-50150-35	Vehicle Fuel & Maintenance	13,000.00	1,880.01	1,880.01	2,219.99	54.15
100-10-50150-38	Production/Artwork	25,000.00	209.22	209.22	12,790.78	98.39
100-10-50150-39	Marketing/Branding	50,000.00	0.00	0.00	25,000.00	100.00
100-10-50150-40	Promotional Activities	27,000.00	21,022.50	21,022.50	28,977.50	57.96
100-10-50150-42	Bank Fees	6,000.00	26,699.56	26,699.56	300.44	1.11
100-10-50150-46	Office Custodial	66,100.00	4,610.00	4,610.00	1,390.00	23.17
100-10-50150-47	Office Rent	10,900.00	54,989.11	54,989.11	11,110.89	16.81
100-10-50150-48	Office Utilities	600.00	9,826.45	9,826.45	1,073.55	9.85
100-10-50150-50	Office Insurance	200,500.00	0.00	0.00	600.00	100.00
100-10-50200-02	General Legal Services	33,000.00	98,346.87	98,346.87	102,153.13	50.95
100-10-50200-04	Special Legal Services	1,000.00	24,173.39	24,173.39	8,826.61	26.75
100-10-50200-10	Legal Property Surveys		312.00	312.00	688.00	68.80

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100-10-50200-14	Annual Audit	35,000.00	0.00	0.00	35,000.00	100.00
100-10-50200-20	D.C. and State Lobbyist	94,000.00	38,989.39	38,989.39	55,010.61	58.52
100-10-50200-22	Engineering Services	2,000.00	0.00	0.00	2,000.00	100.00
100-10-50200-25	General Consulting Services	350,000.00	392,036.89	392,036.89	-42,036.89	-12.01
100-10-50200-40	Foreign Trade Zone	7,100.00	3,783.86	3,783.86	3,316.14	46.71
100-10-50300-02	Equipment Office Furniture	10,000.00	1,440.54	1,440.54	8,559.46	85.59
100-10-50300-04	Computer Hardware	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50300-06	Computer Software	20,000.00	36,885.70	36,885.70	-16,885.70	-84.43
100-20-51150-00	Property Insurance - PERMA	48,000.00	47,177.00	47,177.00	823.00	1.71
100-20-51200-00	Building Maintenance	40,000.00	23,337.31	23,337.31	16,662.69	41.66
100-20-51250-00	Grounds Maintenance	70,000.00	42,305.71	42,305.71	27,694.29	39.56
100-20-51255-00	Street & Lighting Maintenance	35,000.00	6,024.08	6,024.08	28,975.92	82.79
100-20-51300-00	Equipment Maintenance	2,300.00	2,804.08	2,804.08	-504.08	-21.92
100-20-51335-00	Demolition Costs	500,000.00	0.00	0.00	500,000.00	100.00
100-20-51350-00	Utilities	25,750.00	2,353.65	2,353.65	23,396.35	90.86
100-20-51355-00	Fuel Costs	2,500.00	0.00	0.00	2,500.00	100.00
100-20-51360-00	Police Patrols	237,000.00	108,385.71	108,385.71	128,614.29	54.27
100-20-51365-00	Security	0.00	51,374.50	51,374.50	-51,374.50	0.00
100-20-51400-00	Bad Debt Expense	3,500.00	0.00	0.00	3,500.00	100.00
100-30-52100-00	Plan Preparation/Adoption	0.00	602.28	602.28	-602.28	0.00
100-30-52200-00	Plan Check/Inspection Fees	1,325,000.00	325,224.23	325,224.23	999,775.77	75.45
100-30-52220-00	Education Training	2,500.00	241.50	241.50	2,258.50	90.34
100-30-52250-00	Environmental Fees	45,000.00	34,045.00	34,045.00	10,955.00	24.34
100-30-52300-00	Printing Costs	10,000.00	0.00	0.00	10,000.00	100.00
100-30-52325-00	Planning Software	25,500.00	6,892.94	6,892.94	18,607.06	72.97
100-30-52350-00	Public Notices/Filings	3,000.00	2,279.60	2,279.60	720.40	24.01
100-30-52400-00	Environmental Rev & Consult	2,500.00	0.00	0.00	2,500.00	100.00
Expense Total		4,907,534.00	2,276,035.96	2,276,035.96	2,631,498.04	53.6216
Grand Total		4,907,534.00	2,276,035.96	2,276,035.96	2,631,498.04	0.5362

General Ledger
Revenue vs Budget

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March Joint Powers Authority
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
100	General Fund	-140,461.00	-109,865.34	-109,865.34	-30,595.66		78.22
100-00-40100-00	LEASE REVENUE	-1,035,000.00	-1,317,663.43	-1,317,663.43	282,663.43		127.31
100-00-40300-00	PLANNING FEES	0.00	157,000.63	157,000.63	-157,000.63		0.00
100-00-40310-00	DDA Billable Planning Fee	-2,034,000.00	-211,078.56	-211,078.56	-1,822,921.44		10.38
100-00-40400-00	BUILDING PERMIT FEES	-500,000.00	-158,291.20	-158,291.20	-341,708.80		31.66
100-00-40430-00	PUBLIC WORKS FEES	-168,000.00	-826,731.57	-826,731.57	658,731.57		492.10
100-00-40600-00	INTEREST INCOME	-71,000.00	-55,500.00	-55,500.00	-15,500.00		78.17
100-00-40655-00	FOREIGN TRADE ZONE	-1,100.00	0.00	0.00	-1,100.00		0.00
100-00-40675-00	TRAINING & FILMING FEES	-1,270,000.00	0.00	0.00	-1,270,000.00		0.00
100-00-40715-00	FRANCHISE FEES & SALES TAX REV	-1,000.00	-12,448.86	-12,448.86	11,448.86		1,244.89
100-00-40750-00	MISCELLANEOUS REVENUE	0.00	-176,993.18	-176,993.18	176,993.18		0.00
100-00-40799-00	GAINLOSS ON FV OF INVESTMENTS	-250,000.00	0.00	0.00	-250,000.00		0.00
100-00-40800-00	SUCCESSOR AGENCY FEES	5,470,561.00	2,711,571.51	2,711,571.51	2,758,989.49		49,5666
Revenue Total		5,470,561.00	2,711,571.51	2,711,571.51	2,758,989.49		0.4957
Grand Total							

ASSETS

Cash In Bank	\$ 3,514,819.10
Accounts Receivable	<u>2,769.66</u>
Total Assets	<u>\$ 3,517,588.76</u>

LIABILITIES

Accounts Payable	9.55
Unearned revenue	20,342.73
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>443.00</u>
Total Liabilities	<u>27,726.08</u>

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	3,324,336.76
Change in Fund Balance for the eight months ending March 31, 2024	<u>165,525.92</u>
Ending Fund Balance, March 31, 2024	<u>3,489,862.68</u>
Total Liabilities and Fund Balance	<u>\$ 3,517,588.76</u>

General Ledger Expenses vs Budget

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March Joint Powers Authority
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
120	Meridian LLMMD No. 1					
120-40-65005-00	Traffic Signals	30,000.00	16,155.09	16,155.09	13,844.91	46.15
120-40-65010-00	Signage	350.00	0.00	0.00	350.00	100.00
120-40-65015-00	Lighting	69,500.00	72,292.83	72,292.83	-2,792.83	-4.02
120-40-65020-00	Landscaping	838,500.00	780,236.65	780,236.65	58,263.35	6.95
120-40-65025-00	Drainage	125,000.00	153.87	153.87	124,846.13	99.88
120-40-65030-00	Street Sweeping	38,800.00	1,500.00	1,500.00	37,300.00	96.13
120-40-65035-00	Graffiti Removal	4,500.00	0.00	0.00	4,500.00	100.00
120-40-65118-05	Salaries and Wages	62,408.00	16,854.45	16,854.45	45,553.55	72.99
120-40-65118-10	Benefits	10,066.00	3,263.41	3,263.41	6,802.59	67.58
120-40-65118-15	PERS Contributions	6,161.00	2,285.52	2,285.52	3,875.48	62.90
120-40-65118-20	Medicare Tax	1,038.00	232.50	232.50	805.50	77.60
120-40-65118-30	Workers Compensation Ins.	4,447.00	-78.44	-78.44	4,525.44	101.76
120-40-65118-99	Unfunded Accrued Liab(UAL)	29,403.00	0.00	0.00	29,403.00	100.00
120-40-65120-00	Operations	6,460.00	10,957.48	10,957.48	-4,497.48	-69.62
120-40-65125-00	TransportationCommunication	8,500.00	3,726.73	3,726.73	4,773.27	56.16
120-40-65130-00	Liability Insurance - PERMA	14,400.00	11,710.81	11,710.81	2,689.19	18.67
120-40-65135-00	Assessment Engineer	9,000.00	9,000.00	9,000.00	0.00	0.00
120-40-65140-00	Professional Services	9,200.00	29,375.00	29,375.00	-20,175.00	-219.29
120-40-65145-00	Publication	200.00	0.00	0.00	200.00	100.00
120-40-65200-00	Contingency	14,500.00	0.00	0.00	14,500.00	100.00
120-40-65500-01	Meridian Pkwy-Sidewalk Repairs	150,000.00	164,922.47	164,922.47	-14,922.47	-9.95
120-40-65500-05	Tree Replacement	150,000.00	12,523.97	12,523.97	137,476.03	91.65
Expense Total		1,582,433.00	1,135,112.34	1,135,112.34	447,320.66	28.2679
Grand Total		1,582,433.00	1,135,112.34	1,135,112.34	447,320.66	0.2827

General Ledger
Revenue vs Budget

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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% Expend</u>	<u>Collect</u>
120	Meridian LLMD No. 1	-2,236,000.00	-1,300,638.26	-1,300,638.26	-935,361.74		58.17
120-00-40260-00	Assessments	<u>2,236,000.00</u>	<u>1,300,638.26</u>	<u>1,300,638.26</u>	<u>935,361.74</u>		<u>58.1681</u>
	Revenue Total	<u>2,236,000.00</u>	<u>1,300,638.26</u>	<u>1,300,638.26</u>	<u>935,361.74</u>		<u>0.5817</u>
	Grand Total						

ASSETS

Cash In Bank	\$ 152,091.30
Accounts Receivable	<u>347.75</u>
Total Assets	<u><u>\$ 152,439.05</u></u>

LIABILITIES

Payroll Liabilities	11,337.89
Unearned revenue	<u>7,305.24</u>
Total Liabilities	<u>18,643.13</u>

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	172,059.84
Change in Fund Balance for the eight months ending March 31, 2024	<u>(38,263.92)</u>
Ending Fund Balance, March 31, 2024	<u>133,795.92</u>
Total Liabilities and Fund Balance	<u><u>\$ 152,439.05</u></u>

General Ledger
Expenses vs Budget

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March Joint Powers Authority
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
140	March Lifecare Campus CFD 2013					
140-40-65005-00	Traffic Signals	4,200.00	625.11	625.11	3,574.89	85.12
140-40-65015-00	Lighting	2,500.00	6,100.12	6,100.12	-3,600.12	-144.00
140-40-65020-00	Landscaping	4,500.00	9,629.95	9,629.95	-5,129.95	-114.00
140-40-65025-00	Drainage	7,500.00	765.00	765.00	6,735.00	89.80
140-40-65030-00	Street Sweeping	6,000.00	0.00	0.00	6,000.00	100.00
140-40-65035-00	Graffiti Removal	750.00	0.00	0.00	750.00	100.00
140-40-65040-00	Weed Abatement	0.00	5,640.00	5,640.00	-5,640.00	0.00
140-40-65118-05	Salaries and Wages	14,635.00	8,308.68	8,308.68	6,326.32	43.23
140-40-65118-10	Benefits	2,684.00	1,594.07	1,594.07	1,089.93	40.61
140-40-65118-15	PERS Contributions	2,057.00	1,298.84	1,298.84	758.16	36.86
140-40-65118-20	Medicare Tax	249.00	105.16	105.16	143.84	57.77
140-40-65118-30	Workers Compensation Ins.	2,678.00	-34.86	-34.86	2,712.86	101.30
140-40-65130-00	Liability Insurance - PERMA	5,000.00	3,253.00	3,253.00	1,747.00	34.94
140-40-65135-00	Assessment Engineer	3,000.00	5,000.00	5,000.00	-2,000.00	-66.67
140-40-65140-00	Professional Services	3,000.00	0.00	0.00	3,000.00	100.00
140-40-65150-00	County Cost Tax Roll	90.00	0.00	0.00	90.00	100.00
Expense Total		58,843.00	42,285.07	42,285.07	16,557.93	28.1392
Grand Total		58,843.00	42,285.07	42,285.07	16,557.93	0.2814

**General Ledger
Revenue vs Budget**

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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% Expend</u>	<u>Collect</u>
140	March Lifecare Campus CFD 2013	-74,061.00	-4,021.15	-4,021.15	-70,039.85		5.43
140-00-40260-00	Taxes	<u>74,061.00</u>	<u>4,021.15</u>	<u>4,021.15</u>	<u>70,039.85</u>		<u>5.4295</u>
Revenue Total		<u>74,061.00</u>	<u>4,021.15</u>	<u>4,021.15</u>	<u>70,039.85</u>		<u>0.0543</u>
Grand Total							

ASSETS

Cash In Bank	\$ 2,766,294.04
Investment Account	2,218,419.95
Accounts Receivable	142,838.32
Land and Buildings	16,198,934.85
Infrastructure	874,866.98
Equipment	14,655.00
Deferred Outflows - Pension	167,046.24
Deferred Outflows - OPEB	32,792.00
Accumulated Depreciation	<u>(9,995,808.30)</u>
 Total Assets	 <u><u>\$ 12,420,039.08</u></u>

LIABILITIES

Accounts Payable	457.56
Payroll Liabilities	157,392.70
Security Deposits	183,149.16
Net Pension Liability	332,901.96
OPEB Liability	12,045.00
Compensated Absences	61,267.30
Deferred Inflows - Pension	21,560.48
Deferred Inflows - OPEB	<u>15,839.00</u>
 Total Liabilities	 <u><u>784,613.16</u></u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	10,894,103.15
Change in Fund Balance for the eight months ending March 31, 2024	<u>741,322.77</u>
 Ending Fund Balance, March 31, 2024	 <u><u>11,635,425.92</u></u>
 Total Liabilities and Net Position	 <u><u>\$ 12,420,039.08</u></u>

General Ledger Expenses vs Budget



March Joint Powers Authority
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
300	Green Acres Enterprise Fund	207,932.00	123,505.82	123,505.82	84,426.18	40.60
300-10-50100-05	Salaries and Wages	36,888.00	21,081.96	21,081.96	15,806.04	42.85
300-10-50100-10	Benefits	17,197.00	10,381.91	10,381.91	6,815.09	39.63
300-10-50100-15	PERS Contributions	3,510.00	2,041.38	2,041.38	1,468.62	41.84
300-10-50100-20	Medicare Tax	15,142.00	-78.44	-78.44	15,220.44	100.52
300-10-50100-30	Workers Compensation Ins.	14,701.00	0.00	0.00	14,701.00	100.00
300-10-50100-99	Unfunded Accrued Liab(UAL)	2,500.00	1,144.10	1,144.10	1,355.90	54.24
300-10-50150-06	Periodicals/Memberships	500.00	0.00	0.00	500.00	100.00
300-10-50150-08	Education/Training	1,500.00	1,819.03	1,819.03	-319.03	-21.27
300-10-50150-16	Office Supplies	1,000.00	401.53	401.53	598.47	59.85
300-10-50150-18	Telephone Internet Service	1,300.00	583.45	583.45	716.55	55.12
300-10-50150-20	Mobile Phones/Pagers	100.00	0.00	0.00	100.00	100.00
300-10-50150-24	Postage	30,000.00	22,982.44	22,982.44	7,017.56	23.39
300-10-50150-26	Liability Insurance - PERMA	4,000.00	2,778.56	2,778.56	1,221.44	30.54
300-10-50150-42	Bank Fees	1,000.00	0.00	0.00	1,000.00	100.00
300-10-50150-44	Tenant/Relations	8,000.00	6,971.88	6,971.88	1,028.12	12.85
300-10-50150-47	Office Rent	2,000.00	744.43	744.43	1,255.57	62.78
300-10-50150-48	Office Utilities	301,617.00	0.00	0.00	301,617.00	100.00
300-10-50150-50	Depreciation Expense	500.00	0.00	0.00	500.00	100.00
300-10-50200-02	General Legal Services	1,000.00	213.50	213.50	786.50	78.65
300-10-50200-15	Credit Check Services	500.00	0.00	0.00	500.00	100.00
300-10-50300-02	Office Equipment	8,000.00	1,229.30	1,229.30	6,770.70	84.63
300-10-50300-06	Computer Software	22,000.00	3,779.58	3,779.58	18,220.42	82.82
300-10-50300-10	Appliance Purchase	8,000.00	4,280.46	4,280.46	3,719.54	46.49
300-10-50300-15	Security Entrance Gates	100,000.00	0.00	0.00	100,000.00	100.00
300-10-50900-00	Transfer to Other Funds	153,000.00	152,398.00	152,398.00	602.00	0.39
300-20-51150-00	Property Insurance - PERMA	40,000.00	71,428.80	71,428.80	-31,428.80	-78.57
300-20-51160-00	Property Taxes	150,000.00	46,019.08	46,019.08	103,980.92	69.32
300-20-51200-00	Building Maintenance	250,000.00	151,215.11	151,215.11	98,784.89	39.51
300-20-51250-00	Grounds Maintenance	55,000.00	37,252.22	37,252.22	17,747.78	32.27
300-20-51300-00	Equipment Maintenance	425,000.00	350,241.13	350,241.13	74,758.87	17.59
300-20-51350-00	Utilities	2,500.00	0.00	0.00	2,500.00	100.00
300-20-51360-00	Bad Debt Expense	1,864,387.00	1,012,415.23	1,012,415.23	851,971.77	45.6972
Expense Total		1,864,387.00	1,012,415.23	1,012,415.23	851,971.77	0.457
Grand Total		1,864,387.00	1,012,415.23	1,012,415.23	851,971.77	0.457

**General Ledger
Revenue vs Budget**

User: le@marchjpa.com
 Printed: 5/1/2024 4:10:30 PM
 Period 01 - 09
 Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
300	Green Acres Enterprise Fund						
300-00-40200-00	RENTAL INCOME	-2,000,000.00	-1,612,901.50	-1,612,901.50	-387,098.50		80.65
300-00-40225-00	UTILITY CHARGES	-60,000.00	-47,552.44	-47,552.44	-12,447.56		79.25
300-00-40250-00	LATE FEES & NSF FEES	-1,000.00	-878.06	-878.06	-121.94		87.81
300-00-40300-00	CREDIT CHECK FEES	-1,000.00	-280.00	-280.00	-720.00		28.00
300-00-40600-00	INTEREST INCOME	-30,000.00	-42,367.12	-42,367.12	12,367.12		141.22
300-00-40675-00	HOLDING FEES FORFEITURE	-120.00	0.00	0.00	-120.00		0.00
300-00-40750-00	MISCELLANEOUS	-400.00	-325.00	-325.00	-75.00		81.25
300-00-40799-00	GAINLOSS ON FV OF INVESTMENTS	0.00	-49,433.88	-49,433.88	49,433.88		0.00
Revenue Total		2,092,520.00	1,753,738.00	1,753,738.00	338,782.00		83.8099
Grand Total		2,092,520.00	1,753,738.00	1,753,738.00	338,782.00		0.8381

ASSETS

Cash In Bank	<u>\$ 264,888.75</u>
Total Assets	<u><u>\$ 264,888.75</u></u>

LIABILITIES

Accounts Payable	<u>-</u>
Total Liabilities	<u>-</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	270,663.75
Change in Fund Balance for the eight months ending March 31, 2024	<u>(5,775.00)</u>
Ending Fund Balance, March 31, 2024	<u>264,888.75</u>
Total Liabilities and Net Position	<u><u>\$ 264,888.75</u></u>

General Ledger
Expenses vs Budget

User: le@marchjpa.com
Printed: 5/1/2024 4:01:48 PM
Period 01 - 09
Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
301	Green Acres Repairs & Maint.	27,000.00	5,775.00	5,775.00	21,225.00	78.61
301-20-51200-02	Roof Repairs	55,000.00	0.00	0.00	55,000.00	100.00
301-20-51200-03	Unit Improvements	82,000.00	5,775.00	5,775.00	76,225.00	92.9573
Expense Total		82,000.00	5,775.00	5,775.00	76,225.00	0.9296
Grand Total						

**General Ledger
Revenue vs Budget**

User: le@marchjpa.com
 Printed: 5/1/2024 4:10:49 PM
 Period 01 - 09
 Fiscal Year 2024



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

ASSETS

Cash In Bank	\$ 700,602.31
Accounts Receivable	<u>15,050.25</u>
Total Assets	<u>\$ 715,652.56</u>

LIABILITIES

Accounts Payable	-
Due to Other Funds	<u>500,000.00</u>
Total Liabilities	<u>500,000.00</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	2,451,889.94
Change in Fund Balance for the eight months ending March 31, 2024	<u>(2,236,237.38)</u>
Ending Fund Balance, March 31, 2024	<u>215,652.56</u>
Total Liabilities and Net Position	<u>\$ 715,652.56</u>

**General Ledger
Expenses vs Budget**

User: le@marchjpa.com
 Printed: 5/1/2024 4:32:08 PM
 Period 01 - 09
 Fiscal Year 2024



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
750	Successor Agency RORF	0.00	500,000.00	500,000.00	-500,000.00	0.00
750-10-50150-07	Staff Costs	0.00	7,500.50	7,500.50	-7,500.50	0.00
750-10-50200-25	Consulting Services	0.00	1,728,736.88	1,728,736.88	-1,728,736.88	0.00
750-10-50900-00	Transfer Out	0.00	2,236,237.38	2,236,237.38	-2,236,237.38	0
Expense Total		0.00	2,236,237.38	2,236,237.38	-2,236,237.38	0
Grand Total		—	—	—	—	—

ASSETS

Cash In Bank	\$ 1,438.76
Deferred Charge on Refunding	6,591,876.33
Prepaid Bond Insurance	<u>222,567.50</u>
Total Assets	<u>\$ 6,815,882.59</u>

LIABILITIES

Loans Payable	81,180.24
Interest Payable	464,060.00
Bonds Payable - Series 2016A	27,625,000.00
Bonds Premium - Series 2016A	3,146,495.00
Due to Other Funds	<u>100,000.00</u>
Total Liabilities	<u>31,416,735.24</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(24,731,857.65)
Change in Fund Balance for the eight months ending March 31, 2024	<u>131,005.00</u>
Ending Fund Balance, March 31, 2024	<u>(24,600,852.65)</u>
Total Liabilities and Net Position	<u>\$ 6,815,882.59</u>

General Ledger
Expenses vs Budget

User: le@marchjpa.com
Printed: 5/1/2024 4:05:08 PM
Period 01 - 09
Fiscal Year 2024



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% Avail</u>
740	SUCCESSOR AGENCY D.S.	0.00	0.00	0.00	0.00	0.00
740-70-50150-00	Administrative Costs	0.00	5,000.00	5,000.00	-5,000.00	0.00
740-70-50200-01	Trustee Fees	0.00	1,551,871.88	1,551,871.88	-1,551,871.88	0.00
740-70-60611-00	Payment on Bond 2016A	0.00	41,278.00	41,278.00	-41,278.00	0.00
740-70-60625-00	Other Long Term Debt Principal	0.00	1,598,149.88	1,598,149.88	-1,598,149.88	0
Expense Total		<u>0.00</u>	<u>1,598,149.88</u>	<u>1,598,149.88</u>	<u>-1,598,149.88</u>	<u>0</u>
Grand Total		—	—	—	—	—

**General Ledger
Revenue vs Budget**

User: le@marchjpa.com
 Printed: 5/1/2024 4:11:49 PM
 Period 01 - 09
 Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
740	SUCCESSOR AGENCY D.S.	0.00					
740-00-40600-00	Interest Income	0.00	-418.00	-418.00	418.00		0.00
740-00-40700-00	Operating Transfers In	0.00	-1,728,736.88	-1,728,736.88	1,728,736.88		0.00
Revenue Total		0.00	1,729,154.88	1,729,154.88	-1,729,154.88		0
Grand Total		0.00	1,729,154.88	1,729,154.88	-1,729,154.88		0

**March Joint Powers Authority
Investment Quarterly Report
General Fund
March 31, 2024**

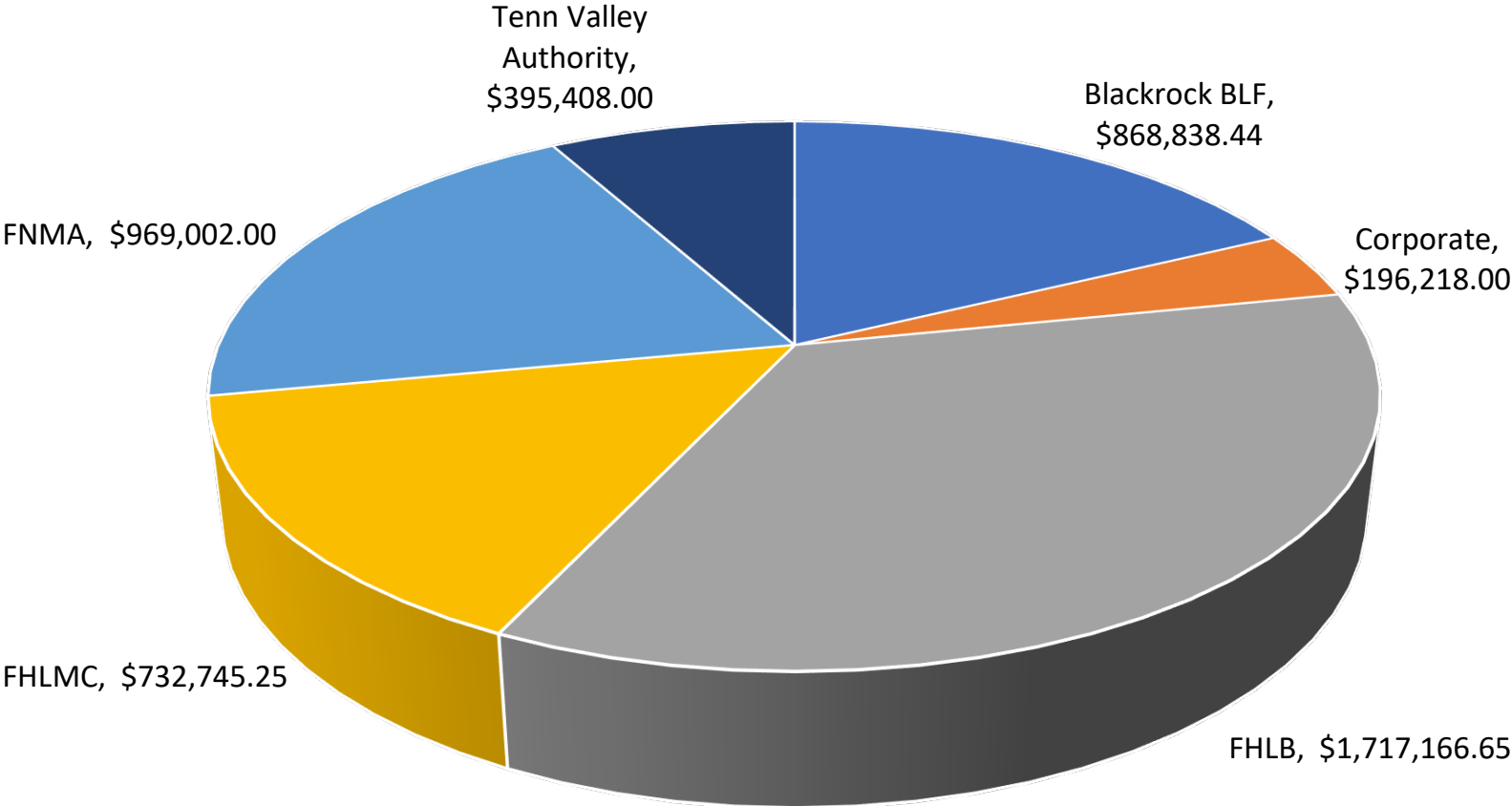
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 868,838.44	\$ 868,838.44
Fixed Income							
Corporate	APPLE INC	2.750%	037833DF4	11/20/2020	1/13/2025	\$ 204,079.14	\$ 196,218.00
	Total Corporate					\$ 204,079.14	\$ 196,218.00
US Government Agency	FEDERAL HOME LOAN BANK	0.754%	3130AJRE1	06/24/2020	6/24/2025	\$ 69,444.44	\$ 66,055.55
	FEDERAL HOME LOAN BANK	0.680%	3130AJSY6	01/27/2022	7/15/2025	\$ 49,437.32	\$ 47,335.50
	FEDERAL HOME LOAN BANK	0.700%	3130AKQX7	01/28/2021	1/28/2026	\$ 150,000.00	\$ 139,311.00
	FEDERAL HOME LOAN BANK	0.650%	3130ALSX8	02/24/2021	2/24/2026	\$ 100,000.00	\$ 92,536.00
	FEDERAL HOME LOAN BANK	0.780%	3130ALEK6	02/26/2021	2/26/2026	\$ 100,000.00	\$ 92,664.00
	FEDERAL HOME LOAN BANK	4.800%	3130AYPS9	01/30/2024	1/30/2026	\$ 200,000.00	\$ 198,848.00
	FEDERAL HOME LOAN BANK	0.800%	3130ALPB4	03/30/2021	5/30/2025	\$ 150,000.00	\$ 143,221.50
	FEDERAL HOME LOAN BANK	5.000%	3130AYQZ2	02/01/2024	2/4/2026	\$ 200,000.00	\$ 199,554.00
	FEDERAL HOME LOAN BANK	0.500%	3130AMF23	05/26/2021	9/26/2024	\$ 49,689.94	\$ 48,892.00
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/12/2021	5/12/2026	\$ 100,000.00	\$ 92,597.00
	FEDERAL HOME LOAN BANK	0.900%	3130ANJT8	08/26/2021	8/26/2026	\$ 219,835.00	\$ 200,712.60
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	9/30/2026	\$ 50,000.00	\$ 45,688.00
	FEDERAL HOME LOAN BANK	5.050%	3130AYUB0	02/08/2024	11/7/2025	\$ 100,000.00	\$ 99,862.00
	FEDERAL HOME LOAN BANK	5.050%	3130AYWJ1	02/09/2024	2/6/2026	\$ 100,000.00	\$ 99,840.00
	FEDERAL HOME LOAN BANK	5.600%	3130AXG93	10/30/2023	10/30/2025	\$ 150,000.00	\$ 150,049.50
	FEDERAL HOME LOAN MORTGAGE CORP	0.700%	3134GVR26	06/25/2020	6/25/2025	\$ 258,514.28	\$ 260,873.25
	FEDERAL HOME LOAN MORTGAGE CORP	0.400%	3134GWVJ2	09/30/2020	9/30/2024	\$ 100,000.00	\$ 97,670.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.600%	3134GWVN3	09/30/2020	9/30/2025	\$ 200,000.00	\$ 187,602.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.625%	3134GXCR3	11/24/2020	11/24/2025	\$ 199,990.00	\$ 186,600.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.580%	3135G06A6	11/17/2020	10/20/2025	\$ 299,925.00	\$ 281,301.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.500%	3135G06M0	12/16/2020	12/16/2024	\$ 150,000.00	\$ 144,736.50
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.650%	3136G4G31	07/30/2021	7/30/2025	\$ 274,928.50	\$ 260,100.50
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.600%	3136G4J53	08/18/2020	8/18/2025	\$ 300,000.00	\$ 282,864.00
	TENN VALLEY AUTHORITY	2.875%	880591ER9	05/27/2020	9/15/2024	\$ 404,680.81	\$ 395,408.00
	Total US Government Agency					\$ 3,976,445.29	\$ 3,814,321.90
Total Fixed Income						\$ 4,180,524.43	\$ 4,010,539.90
Total Assets						\$ 5,049,362.87	\$ 4,879,378.34

Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr Grace Martin
Executive Director/Treasurer

**March Joint Powers Authority
General Fund
March 31, 2024**



March Joint Powers Authority Investment Quarterly Report Pension Reserve Fund March 31, 2024

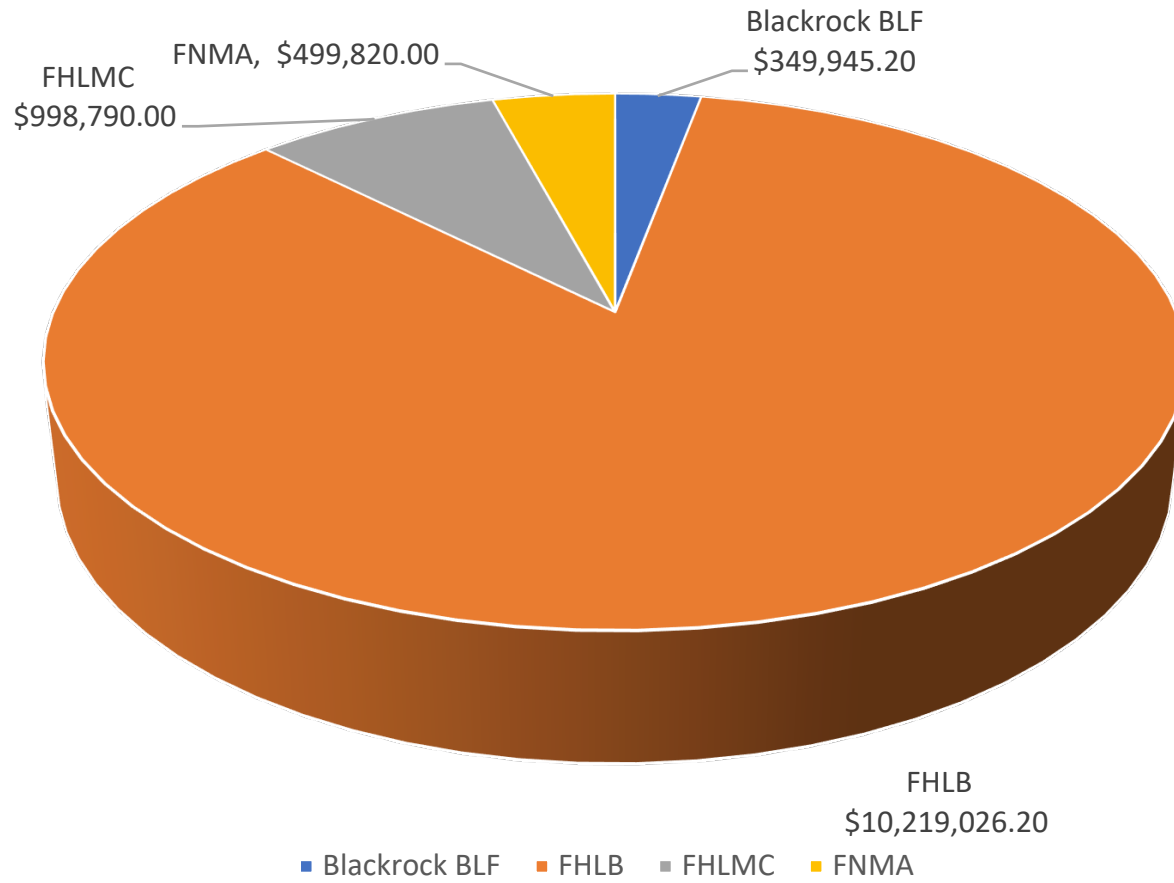
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 349,945.20	\$ 349,945.20
Fixed Income							
US Government Agency	FEDERAL HOME LOAN BANK	5.000%	3130AUGB4	1/26/2023	1/26/2026	\$ 2,540,000.00	\$ 2,532,405.40
	FEDERAL HOME LOAN BANK	5.600%	3130XG93	10/30/2023	10/30/2025	\$ 4,000,000.00	\$ 4,001,320.00
	FEDERAL HOME LOAN BANK	0.760%	3130ALE42	2/25/2021	8/25/2026	\$ 457,750.00	\$ 456,070.00
	FEDERAL HOME LOAN BANK	1.020%	3130APAC9	10/14/2021	10/14/2026	\$ 155,856.00	\$ 155,221.90
	FEDERAL HOME LOAN BANK	1.250%	3130APKQ7	11/10/2021	11/10/2026	\$ 433,199.00	\$ 432,009.90
	FEDERAL HOME LOAN BANK	5.000%	3130AYLP9	1/19/2024	10/17/2025	\$ 1,249,812.50	\$ 1,247,050.00
	FEDERAL HOME LOAN BANK	4.800%	3130AYPS9	1/30/2024	1/30/2026	\$ 600,000.00	\$ 596,544.00
	FEDERAL HOME LOAN BANK	5.000%	3130AYQZ2	2/1/2024	2/4/2026	\$ 500,000.00	\$ 498,885.00
	FEDERAL HOME LOAN BANK	5.050%	3130AYWJ1	2/9/2024	2/6/2026	\$ 300,000.00	\$ 299,520.00
	FEDERAL HOME LOAN MORTGAGE CORP	5.150%	3134GYJ29	2/14/2023	2/14/2025	\$ 999,250.00	\$ 998,790.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	5.050%	3135GAN72	2/7/2024	2/5/2027	\$ 500,000.00	\$ 499,820.00
	Total US Government Agency					\$ 11,735,867.50	\$ 11,717,636.20
Total Fixed Income						\$ 11,735,867.50	\$ 11,717,636.20
Total Assets						\$ 12,085,812.70	\$ 12,067,581.40

Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr Grace Martin
Executive Director/Treasurer

March Joint Powers Authority
Pension Reserve Fund
March 31, 2024



**March Joint Powers Authority
Investment Quarterly Report
Meridian Drainage Fund
March 31, 2024**

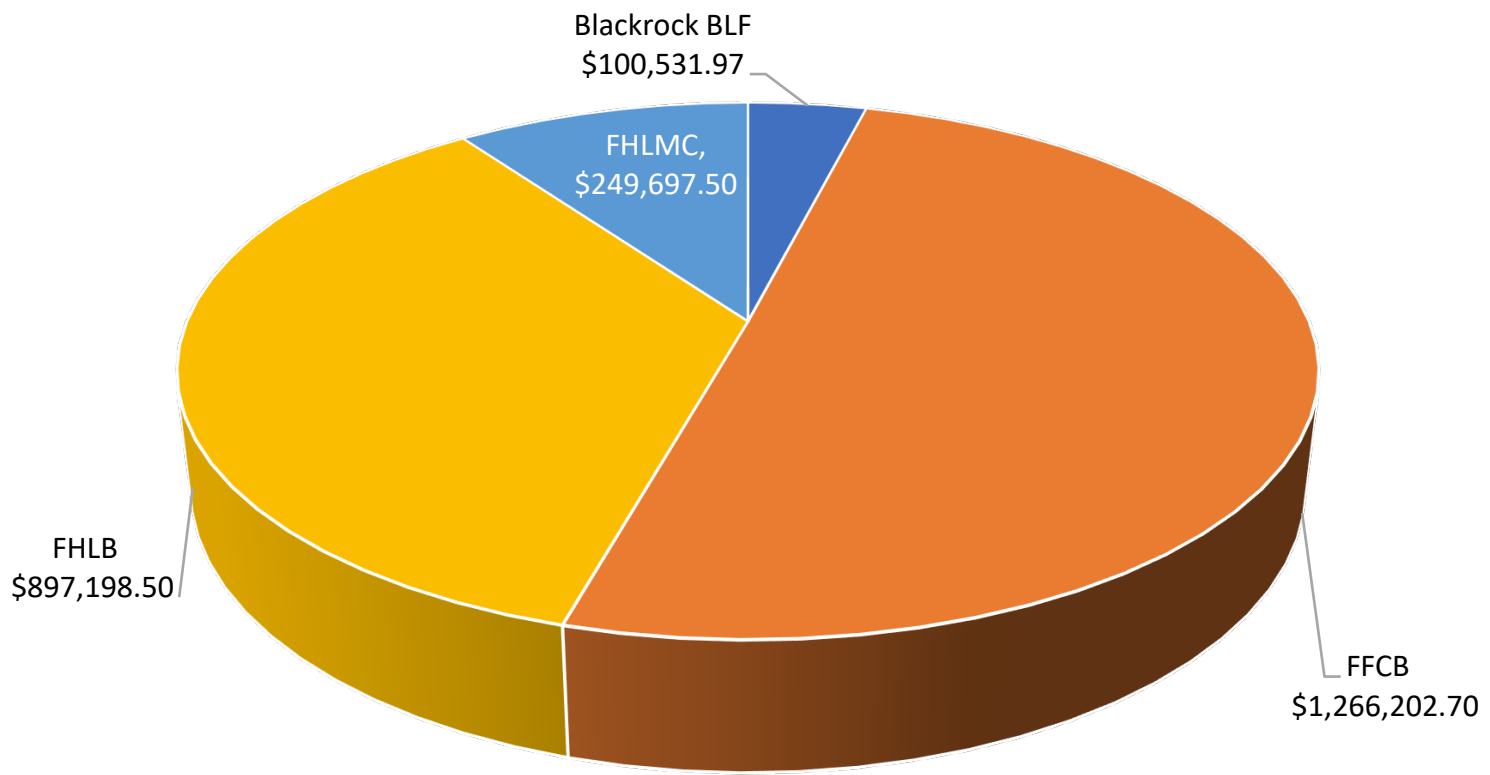
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 100,531.97	\$ 100,531.97
Fixed Income							
US Government Agency	FEDERAL FARM CREDIT BANK	5.000%	3130AUGB4	1/26/2023	1/26/2026	\$ 1,270,000.00	\$ 1,266,202.70
	FEDERAL HOME LOAN BANK	4.800%	3130AYPS9	1/30/2024	1/30/2026	\$ 300,000.00	\$ 298,272.00
	FEDERAL FARM CREDIT BANK	5.000%	3130AYQZ2	2/1/2024	2/4/2026	\$ 250,000.00	\$ 249,442.50
	FEDERAL FARM CREDIT BANK	5.050%	3130AYUB0	2/8/2024	11/7/2025	\$ 200,000.00	\$ 199,724.00
	FEDERAL FARM CREDIT BANK	5.050%	3130AYWJ1	2/9/2024	2/6/2026	\$ 150,000.00	\$ 149,760.00
	FREDDIE MAC	5.150%	3134GYJ29	2/14/2023	2/14/2025	\$ 249,812.50	\$ 249,697.50
	Total US Government Agency					<u>\$ 2,419,812.50</u>	<u>\$ 2,413,098.70</u>
Total Fixed Income						<u>\$ 2,419,812.50</u>	<u>\$ 2,413,098.70</u>
Total Assets						<u>\$ 2,520,344.47</u>	<u>\$ 2,513,630.67</u>

Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr Grace Martin
Executive Director/Treasurer

**March Joint Powers Authority
Meridian Drainage Fund
March 31, 2024**



March Joint Powers Authority Investment Quarterly Report Fire Facilities Fund March 31, 2024

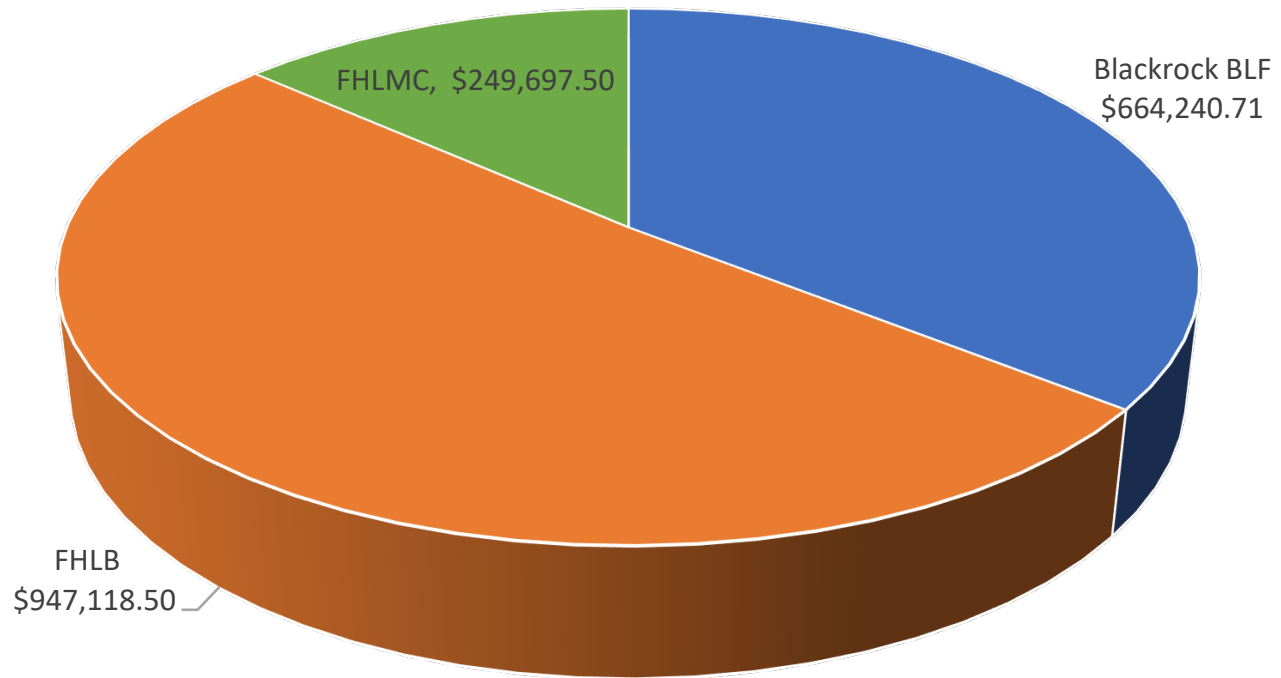
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 664,240.71	\$ 664,240.71
Fixed Income							
US Government Agency							
	FEDERAL HOME LOAN BANK	4.800%	3130AYPS9	1/30/2024	1/30/2026	\$ 300,000.00	\$ 298,272.00
	FEDERAL HOME LOAN BANK	5.000%	3130AYQZ2	2/1/2024	2/4/2026	\$ 250,000.00	\$ 249,442.50
	FEDERAL HOME LOAN BANK	5.050%	3130AYUB0	2/8/2024	11/7/2025	\$ 200,000.00	\$ 199,724.00
	FEDERAL HOME LOAN BANK	5.050%	3130AYWJ1	2/9/2024	2/6/2026	\$ 200,000.00	\$ 199,680.00
	FEDERAL HOME LOAN MORTGAGE CORP	5.150%	3134GYJ29	2/14/2023	2/14/2025	\$ 249,812.50	\$ 249,697.50
	Total US Government Agency					\$ 1,199,812.50	\$ 1,196,816.00
Total Fixed Income						\$ 1,199,812.50	\$ 1,196,816.00
Total Assets						\$ 1,864,053.21	\$ 1,861,056.71

Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr Grace Martin
Executive Director/Treasurer

**March Joint Powers Authority
Fire Facilities Fund
March 31, 2024**



**March Joint Powers Authority
Investment Quarterly Report
Green Acres Fund
March 31, 2024**

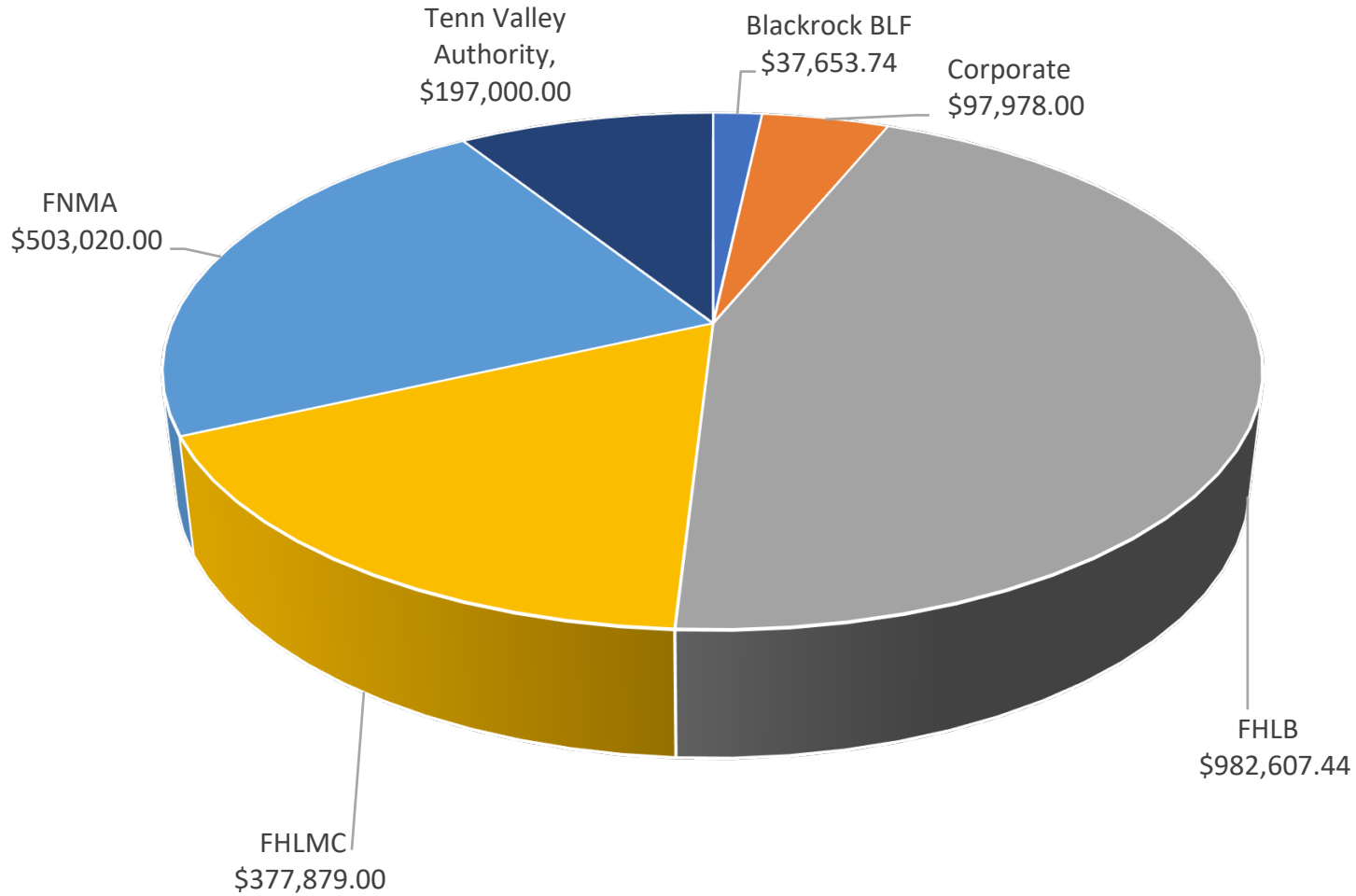
Type	Issuer	Coupon	CUSIP	Purchase Date	Maturity Date	Cost	Market Value
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 37,653.74	\$ 339,808.82
Fixed Income							
Corporate	APPLE INC	2.750%	037833DF4	11/20/2020	1/13/2025	\$ 103,059.47	\$ 98,109.00
	Total Corporate					\$ 103,059.47	\$ 98,109.00
US Government Agency							
	FEDERAL HOME LOAN BANK	4.800%	3130AYPS9	01/30/2024	1/30/2026	\$ 100,000.00	\$ 99,424.00
	FEDERAL HOME LOAN BANK	0.500%	3130AMF23	01/26/2022	9/26/2024	\$ 49,504.46	\$ 48,892.00
	FEDERAL HOME LOAN BANK	0.680%	3130AJSY6	01/27/2022	7/15/2025	\$ 49,250.77	\$ 47,335.50
	FEDERAL HOME LOAN BANK	5.000%	3130AYQZ2	02/01/2024	2/4/2026	\$ 100,000.00	\$ 99,777.00
	FEDERAL HOME LOAN BANK	0.700%	3130AKQX7	01/28/2021	1/28/2026	\$ 50,000.00	\$ 46,437.00
	FEDERAL HOME LOAN BANK	0.650%	3130AL5X8	02/24/2021	2/24/2026	\$ 50,000.00	\$ 46,268.00
	FEDERAL HOME LOAN BANK	0.780%	3130ALEK6	02/26/2021	2/26/2026	\$ 50,000.00	\$ 46,332.00
	FEDERAL HOME LOAN BANK	0.800%	3130ALPB4	03/30/2021	5/30/2025	\$ 50,000.00	\$ 47,740.50
	FEDERAL HOME LOAN BANK	0.754%	3130AJRE1	06/24/2020	6/24/2025	\$ 34,722.22	\$ 33,027.78
	FEDERAL HOME LOAN BANK	0.900%	3130ANJT8	08/26/2021	8/26/2026	\$ 149,887.50	\$ 136,849.50
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/12/2021	5/12/2026	\$ 55,000.00	\$ 50,928.35
	FEDERAL HOME LOAN BANK	5.050%	3130AYWJ1	02/09/2024	2/6/2026	\$ 50,000.00	\$ 49,920.00
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	9/30/2026	\$ 50,000.00	\$ 45,688.00
	FEDERAL HOME LOAN BANK	5.600%	3130AXG93	10/30/2023	10/30/2025	\$ 50,000.00	\$ 50,016.50
	FEDERAL HOME LOAN MORTGAGE CORP	0.700%	3134GVR26	06/25/2023	6/25/2025	\$ 92,100.12	\$ 94,863.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.400%	3134GWVJ2	09/30/2020	9/30/2024	\$ 100,000.00	\$ 97,670.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.600%	3134GWWN3	09/30/2020	9/30/2025	\$ 100,000.00	\$ 93,801.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.625%	3134GXCR3	11/24/2020	11/24/2025	\$ 99,995.00	\$ 93,300.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.650%	3136G4G31	07/31/2020	7/30/2025	\$ 124,967.50	\$ 118,227.50
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.580%	3135G06A6	10/20/2020	10/20/2025	\$ 99,975.00	\$ 93,767.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.600%	3136G4J53	08/18/2020	8/18/2025	\$ 100,000.00	\$ 94,288.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.500%	3135G06M0	12/16/2020	12/16/2024	\$ 50,000.00	\$ 48,245.50
	TENN VALLEY AUTHORITY	2.875%	880591ER9	05/27/2020	9/15/2024	\$ 204,649.04	\$ 197,704.00
	Total US Government Agency					\$ 1,860,051.61	\$ 1,780,502.13
Total Fixed Income						\$ 1,963,111.08	\$ 1,878,611.13
Total Assets						\$ 2,000,764.82	\$ 2,218,419.95

Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr Grace Martin
Executive Director/Treasurer

March Joint Powers Authority Green Acres Fund March 31, 2024



March JPA (Consolidated 6 Accounts) as of March 31, 2024

Category	List of Categories for California Government Code Compliant Investments	Comment
MJPA Bonds	No limitations.	
Treasury Issues	No limitations, Faith and credit of the U.S. are pledged for the payment of principal and interest.	
California Issues	Securities issued by the State of California or any City or local agency in the state; must have at least an A rating by a NRSRO.	
Federal Agencies	Federal Agencies or U.S. Government -Sponsored Enterprise obligations, participants; or other instruments, including those by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises. No limitation on amount.	<i>Complies</i>
Bankers' Acceptance	A1 short-term rated or better by a NRSRO; or "A" long-term debt rating category or better by a NRSRO; 180 days maximum maturity. No CitizensTrust holdings.	
Commercial Paper	A-1 rating or better by a NRSRO; A long-term rating or better by NRSRO; 30% maximum; 270 days max maturity. Issuer must be a corporation organized and operating within the US and have at least \$500 total assets. No CitizensTrust holdings.	
Negotiable CDs	No rating required if under FDIC limit; if above limit, must have at least A-1 commercial paper rating and at least A long-term rating by an NRSRO; 30% maximum; Issued by a nationally or state-chartered bank, savings association or federal association, a state or federal credit union; or a foreign bank with a federal or state license.	
Repurchase Agreements	Securities underlying the repo agreement must have a market value of at least 102% of the funds borrowed against these securities. No CitizensTrust holdings.	
Medium-Term Notes	A rating category or better by a NRSRO; 30% maximum. Issued by corporations organized and operating within the US or by depository institutions licensed by the US or any state and operating within the US.	<i>Complies</i>
Money-Market Mutual Funds	Highest rating/AAA rating by two NRSROs; SEC-registered adviser with assets under management >\$500 million and experience >5 years; 20% maximum in money market mutual funds.	<i>Complies</i>
Trust Indentures	Funds held under the terms of a Trust Indenture or other contract/agreement may be invested according to its provisions. No CitizensTrust holdings.	
Collateralized Bank Deposits	Must be held in accordance with Uniform Commercial Code or applicable federal security regulations. No CitizensTrust holdings.	
Mortgage-Backed, Mortgage Pass-Through Securities, Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% maximum.	
Local Agency Investment Fund (LAIF)	Client invests directly in this category.	
Other securities authorized under CGC sections 5922 & 53601.	No CitizensTrust holdings.	
Prohibited Investments	Inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity.	

Assets managed by CitizensTrust are in full compliance with California Government Code and Client investment policy.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: May 8, 2024

Action: **APPROVE MARCH 2024 DISBURSEMENTS**

Motion: Move to approve the check disbursements for the month of March 2024 or take other actions as deemed appropriate by the Commission.

Background:

This item is an action approving the expenses (checks) that were incurred in the month of March 2024 for the March JPA, Meridian Lighting, Landscaping and Maintenance District (LLMD) No. 1, Community Facility District (CFD), and Green Acres. A listing of those checks is attached and will be reported in the minutes as an action item.

Attachment(s): Listing of checks disbursed in March 2024 for the March JPA, LLMD, CFD, and Green Acres.

Accounts Payable

Checks by Date - Summary by Check Number

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

General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1017552	DMV	Department of Motor Vehicles (DMV)	03/07/2024	27.00
1017553	Minutema	Minuteman Press	03/07/2024	319.63
1017554	AyalaA	Amelia Ayala	03/07/2024	12,730.00
1017555	JMJAN	JM Janitorial	03/07/2024	200.00
1017556	RobertHa	Robert Half	03/07/2024	989.50
1017557	JanPro	Commerical Cleaning Solutions, Inc.	03/07/2024	490.00
1017560	BankofAm	Bank Of America	03/13/2024	13,697.37
1017561	BESTBE	Best Best & Krieger, LLP	03/13/2024	29,293.39
1017562	ESA	ESA	03/13/2024	5,863.00
1017563	FEDEX	FedEx	03/13/2024	94.39
1017564	MGS	M.G.S.	03/13/2024	6,298.39
1017565	WILLDANS	Willdan	03/13/2024	11,007.48
1017566	CityMVD	City Of Moreno Valley	03/13/2024	59.93
1017568	WMWD	Western Municipal Water District	03/13/2024	6,833.39
1017569	RobertHa	Robert Half	03/13/2024	633.28
1017570	BRIGHT	BrightView Landscape Services, Inc.	03/13/2024	6,024.08
1017571	RIVCTYSH	Riverside County Sheriff Department	03/13/2024	28,023.09
1017572	SQUIRE	SQUIRE PATTON BOGGS LLP	03/13/2024	3,564.00
1017573	ActionSu	Gabriel D. Ybarra	03/13/2024	582.00
1017559	Tolar	Tolar Manufacturing Co., Inc.	03/18/2024	19,398.98
1017574	William2	Grace Martin	03/25/2024	592.50
1017575	FEDEX	FedEx	03/25/2024	215.81
1017576	FRONTIER	Frontier Communications	03/25/2024	100.73
1017577	PHILLIPS	Phillips 66-CO./SYNCB	03/25/2024	105.16
1017578	RSG	RSG, Inc.	03/25/2024	67.50
1017579	SPARKLET	Sparkletts	03/25/2024	145.88
1017580	StaplesA	Staples Business Credit	03/25/2024	1,816.56
1017581	SoCANews	Southern California News Group	03/25/2024	380.49
1017582	RobertHa	Robert Half	03/25/2024	633.28
1017583	HOMEDE	Home Depot Credit Services	03/25/2024	155.98
1017584	CanonF	Canon Financial Services, Inc.	03/25/2024	2,815.51
1017585	WASTEM	WM Corporate Services, Inc.	03/25/2024	829.78
1017586	RIVCTYSH	Riverside County Sheriff Department	03/25/2024	28,606.35
1017587	FEDEX	FedEx	03/28/2024	29.62
1017588	MGS	M.G.S.	03/28/2024	189.00
1017589	Minutema	Minuteman Press	03/28/2024	906.21
1017590	JADTEC	Jadtec Security Services, Inc.	03/28/2024	323.40
1017591	RivCntyR	Riverside County Clerks Office	03/28/2024	312.00
1017592	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	03/28/2024	34,111.00
1017593	PatrolSe	Patrol Security and Guard	03/28/2024	4,443.20
1017594	RobertHa	Robert Half	03/28/2024	849.28
1017595	ThaoLe	Thao Le	03/28/2024	35.76
ACH	CabreraU	Ulises Cabrera	03/07/2024	100.00
ACH	ConderJr	Charles Conder Jr.	03/07/2024	200.00
ACH	Delgado	Edward Delgado	03/07/2024	500.00
ACH	DPETER1	David Peterson Abatement Services,LLC	03/07/2024	4,620.00
ACH	Gutierre	Yxstian Gutierrez	03/07/2024	100.00
ACH	PERMAINS	Public Entity Risk Management Authority(PERMA)	03/07/2024	186.00
ACH	VargasM	Michael Vargas	03/07/2024	300.00
ACH	TRILAK	TRI Lake Consultants Inc.	03/07/2024	1,525.00

Accounts Payable

Checks by Date - Summary by Check Number

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General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	CalPERS	CalPERS	03/07/2024	22,607.50
ACH	TRILAK	TRI Lake Consultants Inc.	03/07/2024	250.00
ACH	BASharaf	BA Sharaf, LLC	03/13/2024	11,510.26
ACH	Computer	California Computer Options, Inc.	03/13/2024	314.94
ACH	DTS	Daley Technology Systems	03/13/2024	750.00
ACH	HMConsul	Habib Motlagh	03/13/2024	33,081.19
ACH	The20/20	The 20/20 NETWORK	03/13/2024	1,687.50
ACH	TRILAK	TRI Lake Consultants Inc.	03/13/2024	2,800.00
ACH	Computer	California Computer Options, Inc.	03/13/2024	19.68
ACH	BASharaf	BA Sharaf, LLC	03/14/2024	19,163.54
ACH	Computer	California Computer Options, Inc.	03/14/2024	19.68
ACH	Computer	California Computer Options, Inc.	03/14/2024	39.37
ACH	DTS	Daley Technology Systems	03/25/2024	675.00
ACH	CJLake	CJ Lake, LLC	03/28/2024	9,123.97
ACH	CalPERS	CalPERS	03/28/2024	8,392.42
3410	SDRMA	SDRMA	03/07/2024	642.61
3411	HARTFORD	THE HARTFORD	03/07/2024	689.26
3412	STCOMPFD	State Compensation Ins. Fund	03/07/2024	2,408.50
3413	LINCOLN	The Lincoln National Life Insurance Co.	03/07/2024	183.10
3414	LINCOLN	The Lincoln National Life Insurance Co.	03/28/2024	1,089.00
Report Total (70 Checks):				<u>\$ 346,772.42</u>

Accounts Payable

Checks by Date - Summary by Check Number

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

Meridian LLMD No. 1 - Fund 120

Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003739	AutoZone	Auto Zone, Commerical	3/7/2024	198.09
2003740	GRAINGER	Grainger	3/7/2024	153.87
2003741	Aqua	Aqua Backflow & Chlorination, Inc..	3/7/2024	297.00
2003742	RIVTLMA	TLMA Administration- County Of Riverside	3/7/2024	1,162.31
2003743	SCE4	Southern California Edison	3/7/2024	9,843.84
2003744	WMWD2	Western Municipal Water District	3/7/2024	1,594.23
2003745	BRIGHT	BrightView Landscape Services, Inc.	3/13/2024	57,714.00
2003746	BankofAm	Bank Of America	3/14/2024	1,935.19
2003747	SCE4	Southern California Edison	3/14/2024	7,815.15
2003748	WMWD	Western Municipal Water District	3/14/2024	427.08
2003749	FRONTIER	Frontier Communications	3/25/2024	6.30
2003750	PHILLIPS	Phillips 66-CO./SYNCB	3/25/2024	398.13
2003751	RIVTLMA	TLMA Administration- County Of Riverside	3/25/2024	203.97
2003752	SCE4	Southern California Edison	3/25/2024	1,130.49
2003753	HOMEDE	Home Depot Credit Services	3/25/2024	314.67
2003754	WMWD2	Western Municipal Water District	3/25/2024	6,502.31
2003755	SCE4	Southern California Edison	3/28/2024	5,731.67
2003756	BRIGHT	BrightView Landscape Services, Inc.	3/28/2024	12,523.97
Report Total (18 Checks):				\$ 107,952.27

Accounts Payable

Checks by Date - Summary by Check Number

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March Lifecare Campus CFD 2013 - Fund 140

Check No	Vendor No	Vendor Name	Check Date	Check Amount
4000129	SCE4	Southern California Edison	03/14/2024	644.01
4000130	BRIGHT	BrightView Landscape Services, Inc.	03/14/2024	1,250.00
4000131	WMWD2	Western Municipal Water District	03/14/2024	165.00
4000132	DEGUIRE	DeGuire Weed Abatement	03/25/2024	765.00
4000133	SCE4	Southern California Edison	03/25/2024	121.33
Report Total (5 Checks):				<u>\$ 2,945.34</u>

Accounts Payable

Checks by Date - Summary by Check Number

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Green Acres - Fund 300

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3009464	HDFacil	HD Supply Facilities Maintenance, Ltd.	3/7/2024	928.14
3009465	Integrit	Integrity Arborist and Ecoscape Inc	3/7/2024	9,940.00
3009466	SouthCou	South County Pest Control, Inc.	3/7/2024	362.00
3009467	WMWD	Western Municipal Water District	3/7/2024	18,057.45
3009468	JMJAN	JM Janitorial	3/7/2024	200.00
3009469	ABILITY	Ability Counts, Inc.	3/14/2024	13,500.00
3009470	Montg	Montgomery Plumbing	3/14/2024	1,855.00
3009471	WMWD	Western Municipal Water District	3/14/2024	854.18
3009472	FRONTIER	Frontier Communications	3/25/2024	12.60
3009473	PHILLIPS	Phillips 66-CO./SYNCB	3/25/2024	228.20
3009474	StaplesA	Staples Business Credit	3/25/2024	213.70
3009475	SouthCou	South County Pest Control, Inc.	3/25/2024	291.00
3009476	SCE4	Southern California Edison	3/25/2024	869.34
3009477	WMWD	Western Municipal Water District	3/25/2024	15,531.06
3009478	HOMEDE	Home Depot Credit Services	3/25/2024	655.42
3009479	MARCHUT	March Joint Powers Utility Authority	3/25/2024	31,093.61
3009480	ChristRo	Christianson Roofing	3/28/2024	3,400.00
3009481	ALPINE	Robert Vernieri	3/28/2024	6,265.00
Report Total (18 Checks):				\$ 104,256.70

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: May 8, 2024

Action: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HBS TO CONTINUE FEDERAL LOBBYIST SERVICES AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

Motion: Move to approve a Professional Services Agreement with HBS to continue federal lobbyist services and authorize the Chief Executive Officer to execute the Agreement.

Background:

Lynn Jacquez has been the lobbyist for March Joint Powers Authority for more than a decade, first with Copeland, Lowery & Jacquez, CJ Lake, LLC and more recently with HBS. Successes realized over the years from retaining these services are:

- Funding for Arnold Heights demolition
- Re-negotiated the airport Joint Use Agreement with Air Force
- Securing legislative language requiring the land swap between Army, Navy and March JPA
- Changed regulatory interpretation by FAA to allow March Inland Port to be eligible for Military Airport Program funding
- Negotiated the establishment of FTZ #244
- Inclusion of \$8 million internal DOD funding for flood control channel
- Secured \$9 million for the Van Buren Interchange
- Instrumental in community defense during 2005 BRAC round
- Facilitating key federal agency discussions around Runway 12-30

At this time, staff is requesting to extend the lobbying agreement for two years at monthly rate of \$8,000.

Attachment: Draft Professional Services Agreement.

**MARCH JOINT POWERS AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of June, 2024, 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 Husch Blackwell Strategies LLC, a limited liability company, with its principal place of business at 733 10th Street, NW, Suite 900, Washington, DC 20001 ("HBS or 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 federal advocacy platform services to public clients and is familiar with the plans of Authority.

2.2 Project.

Authority desires to engage Consultant to render such professional services for the lobbyist services 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 federal advocacy platform and 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 June 1, 2024 to June 30, 2026, unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three (3) 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 "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: Lynn Jacquez, Senior Advisor and John Assini, Senior Policy Associate.

3.2.5 Authority's Representative. The Authority hereby designates Dr. Grace Martin, Chief Executive Officer, 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 Chief Executive Officer 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 Chief Executive Officer, Authority's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Lynn Jacquez, Senior Advisor and John Assini, Senior Policy Associate, 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.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed eight thousand dollars per month (\$8,000.00) without written approval of the Commission or Chief Executive Officer as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 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 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: Husch Blackwell Strategies
733 10th Street NW, Suite 900
Washington, DC 20001
ATTN: Lynn Jacquez

Authority: March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
ATTN: Chief Executive Officer

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 HUSCH BLACKWELL STRATEGIES LLC (HBS)**

MARCH JOINT POWERS AUTHORITY

**HUSCH, BLACKWELL STRATEGIES LLC
(HBS)**

By: _____
Grace I. Martin, DPPD
Chief Executive Officer

By: _____
Gregg Hartley
Executive Vice Chair & COO

Attest:

Authority Clerk

**HUSCH, BLACKWELL, STRATEGIES LLC
(HBS)**

By: _____
Lynn Jacquez
Senior Advisor

Approved as to Form:

Best Best & Krieger LLP
General Counsel

JPC: 05-08-24-8.5

EXHIBIT "A"
SCOPE OF SERVICES / COMPENSATION

[ATTACHED]



April 9, 2024

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

Dear Dr. Martin:

It is a privilege to represent the March Joint Powers Authority and HBS proposes that our advocacy services be continued. We have enjoyed success over the years in fulfilling the federal advocacy platform and I look forward to continued success. As the JPA transitions it will be even more critical that federal stakeholders are engaged and informed.

Such advocacy services would include, but not be limited to, the development of and input for the annual federal legislative platform development, regular briefing sessions for JPA staff, the provision of written summaries of relevant legislation and agency regulations, coordination of outreach to Congress and the Administration, coordination of Commission meetings with Congress and agency officials and the provision of regular updates to the Commission and at least one in person annual update. HBS would serve as the primary liaison for March JPA to the Congress and Administration, would identify grant or federal funding opportunities and obtain Congressional support for those opportunities. HBS would monitor mission enhancement opportunities at DOD for March Air Force Reserve Base and provide summaries of DoD budget and appropriations and advocate on any additional issues identified by JPA staff and Commissioners.

In return for such services, HBS proposes continuing at the current monthly retainer of \$8,000 with reimbursement for pre-approved travel, local transportation and expenses related to advocacy trips. We propose a two-year term.

I hope these terms are acceptable and look forward to any follow up questions or conversation. We appreciate your continued confidence in HBS.

Sincerely,

Gregg Hartley
Executive Vice Chair & COO
Husch Blackwell Strategies

Date

Lynn Jacquez
Senior Advisor
Husch Blackwell Strategies

Date

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: May 8, 2024

Action: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH PATROL SECURITY AND GUARD, INC. FOR PATROL SERVICES AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

Motion: Move to approve a Professional Services Agreement with Patrol Security and Guard, Inc. for patrol services and authorize the Chief Executive Officer to execute the Agreement.

Background:

Patrol Security and Guard, Inc. is a security and patrol service that has provided security services for the March JPA. March JPA is responsible for an approximate 300-acre area southerly of Cactus Avenue and westerly of Heacock Street called the Northeast Corner. Given the lack of development activities within the Northeast Corner, security services are needed on a continued basis to ensure that public properties and facilities are secured and protected. As public facilities have also been compromised in other parts of the JPA, this agreement is to cover the agency's municipal service needs through the protection of life and safety on all JPA properties. Staff recommends the approval of Patrol Security and Guard, Inc. and authorize the Chief Executive Officer to execute the agreement.

Attachment(s): 1) Patrol Security and Guard, Inc. Agreement

**MARCH JOINT POWERS AUTHORITY
SHORT-FORM SERVICES AGREEMENT**

1. **Parties and Date.** This Agreement is made and entered into this 8th day of May, 2024, by and between the March Joint Powers Authority, a joint powers authority organized under the laws of the State of California with its principal place of business at 14205 Meridian Parkway, 140, Riverside, CA 92518 State of California ("MJPA") and Patrol Security and Guard, Inc., a CALIFORNIA INCORPORATION, with its principal place of business at 21405 Devonshire Street, Suite 225, Chatsworth, CA 91311 ("Vendor"). MJPA and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. **Terms and Conditions.** The Parties shall comply with the Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by this reference.

3. **Scope of Services; Schedule.** Vendor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, and superintendence of every nature and all other services and all facilities necessary to execute, complete, and deliver the services as particularly described in the Scope of Services ("Services") attached hereto as Exhibit "B" and incorporated herein by this reference. The Services shall be completed timely and in accordance with the Schedule of Services set forth in Exhibit "B".

4. **Term.** The term of this Agreement shall be from May 8, 2024 to June 30, 2025, unless earlier terminated as provided herein.

5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by this reference. The total compensation shall not exceed fifty thousand dollars and no cents (\$50,000.00) per fiscal year ("Agreement Price"). Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the MJPA on a monthly basis. The MJPA shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to the MJPA within thirty (30) days from the last date of Services performed and failure to do so shall result in a waiver of payment from the MJPA.

6. **Insurance.** In accordance with Section 3 of the Terms and Conditions, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies in a form satisfactory to the MJPA.

Commercial General Liability Insurance:

\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage

Automobile Liability:

\$1,000,000 per occurrence for bodily injury and property damage.

Workers' Compensation:

Statutory Limits / Employer's Liability \$1,000,000 per occurrence

Professional Liability (Errors and Omissions):

Errors & Omissions liability insurance \$1,000,000 per claim and in the aggregate.

7. **Electronic Signature.** Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

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

MARCH JOINT POWERS AUTHORITY

PATROL SECURITY AND GUARD, INC.

APPROVED BY:

Grace I. Martin, DPPD
Chief Executive Officer

Alex Nomair
Account Manager

ATTESTED BY:

Authority Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

EXHIBIT A

TERMS AND CONDITIONS FOR SERVICES

1. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation exceeds the minimum dollar amount required for construction, alteration, demolition, installation, or repair, Vendor agrees to fully comply with such Prevailing Wage Laws, including, along with subcontractors, being registered with the Department of Industrial Relations (Labor Code §§ 1725.1; 1771.1). It shall be mandatory upon the Vendor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code §§ 1771; 1774; 1775), employment of apprentices (Labor Code § 1777.5), certified payroll records (Labor Code §§ 1771.4; 1776), hours of labor (Labor Code §§ 1813; 1815) and debarment of contractors and subcontractors (Labor Code § 1777.1). This Agreement may be subject to compliance monitoring and enforcement.

2. Standard of Care. The Vendor shall perform the Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

3. Insurance. If required by Section 6 of this Agreement, the Vendor shall take out and maintain during this Agreement: A. Commercial General Liability Insurance for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001); B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 10/13) covering automobile liability, Code 1 (any auto); C. Workers' Compensation; and D. Professional Liability (Errors and Omissions) coverage for a term acceptable to the MJPA. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by MJPA. Vendor shall add MJPA, its officers, officials, employees, agents, and volunteers as additional insureds on Vendor's Commercial General Liability and Automobile Liability. Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by MJPA shall not be required to contribute with it. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the MJPA, its officials, officers, employees, agents, and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against MJPA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

4. Indemnification. To the fullest extent permitted by law, Vendor shall defend (with counsel of MJPA's choosing), indemnify and hold the MJPA, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any acts, errors

or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Vendor's Services, the project, or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage which is caused by the sole negligence or willful misconduct of the MJPA. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Vendor or the MJPA, its officials, officers, employees, agents, or volunteers. If Vendor's obligation to defend, indemnify, and/or hold harmless arises out of Vendor's performance as a "design professional" (as that term is defined under Civil Code § 2782.8), then, and only to the extent required by Civil Code § 2782.8, which is fully incorporated herein, Vendor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Vendor, and, upon Vendor obtaining a final adjudication by a court of competent jurisdiction, Vendor's liability for such claim, including the cost to defend, shall not exceed the Vendor's proportionate percentage of fault.

5. Laws; Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

6. Termination. The MJPA may terminate the whole or any part of this Agreement for any or no reason by giving three (3) calendar days written notice to Vendor. In such event, MJPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the work. The MJPA shall pay Vendor the reasonable value as determined by MJPA of any portion of the Services completed prior to termination. The MJPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed Services and shall not be entitled to damages or compensation for termination of the Services. Vendor may terminate its obligation to provide further work under this Agreement upon thirty (30) calendar days written notice to MJPA only in the event of MJPA's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

7. Changes. By written notice, MJPA may from time to time, make changes to the Services furnished to MJPA by Vendor. If such change causes an increase or decrease in the Agreement Price or in the time required for performance, Vendor or MJPA shall promptly notify the other party thereof and assert its claim for adjustment within fifteen (15) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Vendor from proceeding immediately with the Agreement as changed.

8. Force Majeure. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by a Force Majeure Event. The Vendor will not receive an adjustment to the contract price or any other compensation. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the MJPA in its capacity as a municipal authority. Notwithstanding the foregoing, the MJPA may still terminate this Agreement in accordance with Section 6.

9. Miscellaneous Terms. Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the MJPA. This Agreement may not be modified or altered except in writing signed by the Parties. There are no intended third party beneficiaries of any right or obligation of the Parties. This is an integrated Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Agreement. Vendor is retained as an independent contractor and is not an employee of the MJPA. No employee or agent of Vendor shall become an employee of MJPA. Vendor warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Vendor hereto.

EXHIBIT B

SCOPE OF SERVICES AND SCHEDULE OF COMPENSATION



CALIFORNIA STATE LICENSE

PPO 120801

LICENSED

BONDED

INSURED

Prepared For: March Joint Powers Authority

Submitted by: Patrol Security and Guard

Confidentiality and Disclaimer

Information, data and drawings embodied in this service agreement are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Patrol Security and Guard Company.

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INTRODUCTION

March Joint Powers Authority,

We are pleased to present the following proposal/ service agreement to provide private security services.

We are confident that we will show that we have the ideal mix of experience, resources and knowledge needed to continue to deliver the proactive service that you deserve.

Our clients deserve only the best, and we deliver nothing less. We place a premium on client relationships, building a high level of trust and commitment to your success. Our clients look on us as a valued resource for advice, ideas, and solutions. If we are chosen to partner with you, we will use all of our resources to help you succeed.

Patrol Security and Guard is a fully licensed, bonded and insured company led by a management team with more than 25 years of combined experience in the private security sector and serves its customers 24 hours a day, 7 days a week.

Customer satisfaction is the reason for our success and forms the foundation of our company's philosophy. We work with you to build a security presence with the same care and precision that you would put in place for an in – house force but at an affordable price.

We pride ourselves on our rapid growth, which we credit to our quality of service and our specialization in **EVENT SECURITY, BUSINESS SECURITY, COMMERCIAL SECURITY, RESIDENTIAL SECURITY, VEHICLE PATROL, INDUSTRIAL SECURITY, CONSTRUCTION SECURITY AND MORE.**

We would like to invite you, spend a few minutes of your time reviewing the enclosed material for a clear understanding of our company.

If you have any question or if you require additional information, please do not hesitate to call or email us and we thank you for the opportunity to service your needs.

1. SCOPE OF WORK

Security guards shall establish order and safeguard employees, property, and clients while on agency premises. Security guards shall be familiar with non-violent resolutions to conflict. They shall assist in emergency situations, identify conflict, intervene courteously, defuse potential employee/client problems and perform other security related functions required by the agency.

Patrol Security and Guard is committed to hiring reliable, responsive and highly qualified private security officers and our training department continuously updates our security officers with the latest government and industry regulations.

2. SERVICES (Uniformed Armed & Unarmed Security Guards)

Patrol Security and Guard will furnish Customers with security officers and will provide security services at locations where the parties have agreed shall be provided.

Residential Security:

Patrol Security and Guard is committed to providing the best security services so that the residents of your communities are able to sleep more soundly.

Patrol Security and Guard provides 24-hour monitoring, alarm response, patrol, golf cart, parking enforcement, vandalism prevention services and more...

Business Security:

Businesses have to deal with the reality that thefts and other crimes can occur on business premises. Businesses, such as convenience stores, banks, retail stores and all other businesses, may be a target for criminals and thieves and a wide variety of businesses choose to hire security guards. Guards can be used to prevent crime, maintain security, and assist customers and employees.

The presence of a security guard at a business facility can provide peace of mind and a sense of security to the business owner, employees and customers. It also lets customers know that you are concerned about their safety and willing to take steps to insure it.

At Patrol Security and Guard, we can create a customized security plan for protecting your businesses and providing security services for your businesses.

Vehicle Patrol

Our patrol services will dramatically reduce break in, vandalism and other crimes against your property, businesses & staff.

We provide security service through effective security patrol to management companies, developers, businesses, industries, community associations and private home owners.

Private patrols are an affordable and effective means of establishing and ensuring a safer community for you.

Commercial Security

Patrol Security and Guard provides armed and unarmed security guards that stand ready to secure your warehouse/ warehouse operations, warehouse employees, products and

PROTECTING YOUR ASSETS IS OUR PROFESSION

transportation vehicles. Your company's assets are worth protecting, and that includes products and distribution systems, as well as your company's staff.

Construction Security

Increases in vandalism, crime, and theft indicate that criminals have become much smarter, more organized, and more brazen. This has led to an increased demand in construction site security guards and patrol for hire.

At Patrol Security and Guard, we can create a customized, strategic plan for protective services at your commercial or construction site. We have experience dealing with internal and external security threats.

Undercover Security

Undercover operations are to assign an operative to a position that would afford him or her as much access to as many areas of your facilities as possible within the scope of their daily activities.

This way, they can observe and report on many things without attracting attention. It might be to your advantage to have someone assigned as a "runner" on the day shift and another as a forklift operator on another shift. With the number of employees involved, the hours of coverage and the range of protentional theft/ sabotage possibilities to be considered and situation where problems may occur, a properly-oriented and focused third party such as our operative will be in an excellent position to monitor these areas without being observed.

Event Security & more....

We offer Personalized Services for Uniformed Special Events Security (Armed and Unarmed), Onsite Security Detail for Manufacturing & Restricted Access Businesses, Site Security for Retail Vendors (Protocols for During and After Normal Business Hours), Residential, Private Parties, Weddings. We specialize in supplying supplemental personnel for Hotel Security staffing. Armed Security / Protection Details. Personal Protection including 24/7 Estate Protection Details.

3. TYPES OF SERVICES

Short Term/Long Term

Uniformed/Plain Clothes

24-hour Emergency Response

Car Patrol, Golf Patrol & Bike Patrol

4. PERSONNEL

- a. Security personnel are employees of Patrol Security and Guard and not of client.
- b. Security personnel will be neatly uniformed, courteous, and demonstrate positive human relations skills.

PROTECTING YOUR ASSETS IS OUR PROFESSION

- c. Security personnel will be able to effectively communicate verbally and in writing and will be able to effectively respond to emergencies.
- d. Security personnel will demonstrate reliable attendance and other identified job skills.
- e. If a customer, at any time, is dissatisfied for any lawful reason with any security officer assigned to the premises, PSG, upon request by customer will replace him/her.
- f. If a security officer fails to arrive at customer's premises as scheduled, PSG will provide a replacement as soon as possible.

SERVICES PROVIDED

The Client hereby agrees to engage the contractor to provide the client with the following services:

- **Security Guard Services**

The services will also include any other tasks which the parties may agree on. The Contractor hereby agrees to provide Security Guard Services to the Client.

TERMS OF AGREEMENT

The term of this Agreement (The "term") will begin on the date specified in this agreement and will remain in full force and effect until the completion of the services, subject to earlier termination as provided in this Agreement. The term of this Agreement may be extended with the written consent of the parties.

In the event that either party wishes to terminate this Agreement prior to the completion of the services, that party will be required to provide 10 days' written notice to the other party.

PERFORMANCE

The parties agree to do everything necessary to ensure that the terms of this agreement take effect.

COMPENSATION

The Contractor will charge the Client for the Services at the rate of **\$29.27** per hour per individual (the "Compensation").

The Client will be invoiced every two weeks, Invoices submitted by the Contractor to the Client are due within two weeks of receipt.

PENALTIES FOR LATE PAYMENT

Any late payments will trigger a fee of **10.00%** per month on the amount still owing.

MODIFICATION OF AGREEMENT

Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

5. COMMUNICATION AND ACCESS

Effective communication between management and our client is absolutely critical to everyone's success.

The Patrol Security and Guard staff work twenty-four hours a day, seven days a week, employing trained dispatchers who maintain constant communication which enables us to offer instant assistance to officers in the field.

- Our clients can call or email us anytime with their questions and concerns, or to schedule a consultation.

6. SUPERVISION

- a. All complaints and requests received are printed on a daily log form. These log forms are reviewed daily by the operation manager and are given to the designated supervisor for immediate action. Upon completion of a request or resolution of a problem, the supervisor submits a written report to the operation manager for review.
- b. A list of special instructions for each building is written in the customer history file, which is periodically updated with any changes or additions. This list is only available to management and key operation staff for instructing new personnel.
- c. Operation supervisors and personnel are instructed to record all observation and comments in writing, taking notes at all times, and making daily checklists of tasks to be performed.
- d. Work logs are checked daily and problems or deviation from the normal standards are studied with any subsequent action and results being documented.
- e. Supervisors in radio-equipped patrol cars will visit a site on an unscheduled basis. Field supervisors will fill out a security officer evaluation from which will include, but be limited to, checking officer's uniform appearance, daily reports, awareness and overall demeanor.

7. DUTIES OF A SECURITY OFFICER:

- ✓ Patrol assigned areas
- ✓ Provide information, as directed, to the public and visitor.
- ✓ Prevent loss, damage, or misuse of property
- ✓ Monitor overall safety of the location

PROPOSAL

PROTECTING YOUR ASSETS IS OUR PROFESSION

- ✓ Report any unusual incidents or hazardous conditions
- ✓ Response to all routine and emergency procedures as directed.
- ✓ Maintain and update the Security Procedures manual, commonly known as “post Orders”
- ✓ Building entrance doors are checked to ensure that they are properly locked at the designated times.
- ✓ Entrance doors to tenants’ area will be locked while at work and after the work is complete.
- ✓ Unauthorized persons will be denied access into building or tenants’ areas.
- ✓ Entrance doors will be double-checked after work is complete.
- ✓ Keys will be returned to proper personnel (supervisor) at the end of the day.
- ✓ Any additional duties, which client and contractor agree upon
- ✓ Continuous skills improvement
- ✓ Keeping up with changes in the industry
- ✓ Practicing what they have learned during training
- ✓ Cooperation with co-workers
- ✓ Coordination with the management

ATTITUDE & CONDUCT:

As a security guard, you will deal with a variety of people, including clients, your employer, other guards, emergency personnel, customers, employees, tenants, visitors, and the general public. They represent their security company and the client they work for, as well the whole security industry. Showing a professional public image is a priority for our management.

Security guards who have a professional attitude are interested in their jobs and the general public they work with and they take pride in themselves. The professional security guards treat customers and general public the way guards choose for themselves.

UNIFORMS

Our uniformed security officers are outfitted with police-type uniforms. Our corporate general orders, require that our personnel keep their uniforms pressed and clean at all times. Their shoes are polished; military-style and men are clean-shaven with neat haircuts. Our female officers are held to the same standard. We pride ourselves on the appearance of our personnel, as they are representing our agency in your facilities.

INSURANCE AND BONDS

Patrol Security and Guard is fully insured and bonded. PSG has procured, and will maintain in effect throughout the life of the contract, liability and worker’s compensation insurance in full limits as required. We can also provide a certificate of insurance when required.

[21405 Devonshire St Ste #225, Chatsworth, CA 91311 Toll Free: \(877\)464-0602 Security@privateguards.com](mailto:Security@privateguards.com)

TRAINING:

Patrol Security and Guard conducts our own intensive training course. This course consists of the basic elements of being a security officer, complete report writing and key administrative details of working for PSG, INC. All security officers are taught how to properly write reports. This course teaches security officers how to answer the six most important questions.



Who, What, Where, When, Why, How

Furthermore, safety procedures, including optional CPR training is readily available. The following reports types are included in the report – writing seminar:



Daily log entries, Fire watch, Incident report, Patrol report

Apart from the above training, security officer and supervisor are required to pass all requirements of the state of California. Our officers also meet the standards set by the Bureau of Security and Investigative Services.

PROFESSIONAL TRAINING FOR OUR SECURITY OFFICERS:

- Emergency preparedness
- Anti – terrorism techniques
- Emergency evacuation
- Mob control
- Complete apprehension and arrest procedures
- Specific training and usage of verbal de – escalation techniques
- Surveillance techniques
- In – depth public relations
- Workplace safety instructions

8. SUMMARY

Our goal is to ensure that our customers are fully satisfied and receiving a full return of their investment. PSG is a full security services company and can help with all of your security needs including uniformed officers, mobile patrol, & security consulting. We provide on-site security guard services for sites as diverse as medical research facilities, car dealerships, hotels/motels, banks and more.

PSG, INC. provides customized commercial security answers for a variety of issues including loss prevention, vandalism, safety, access control, and monitoring and alarm verification. Most of our guards are CPR/First aid certified, have two years of experience in the security field, and have the appropriate mace, baton, and exposed weapons permit.

Patrol Security and Guard will customize guard orders for your location to include duties such as locking doors at a certain time, checking in visitors, vehicles, and any other security-related activity.

Our mission and values will always go the extra mile in dealing with people, whether they are members of the public, customers, our supervisors or employees. We will endeavor to obtain management consensus on important issues, especially those that affect our customers and employees.

PRICE QUOTE

Dr. Grace Martin
March Joint Powers Authority
 Martin@marchjpa.com
 (951)203-2067

COSTUMER CONTACT

SERVICE LOCATION 14205 Meridian Parkway, Suite 140 Riverside, CA 92518

POST ORDER/ DUTIES Patrol, Observe, and report
Patrol 8 requested buildings

HOURS OF OPERATION 7PM-7AM (start staggered time 10 hours a day)
Monday-Sunday

PRICING \$29.27 per hour per unarmed guard including patrol vehicle

START DATE: 07/1/2024

END DATE: 06/30/2025

ACCEPTANCE:

The above Service Agreement & Schedule of Security Service is acceptable. By signing this, I represent that I have the authority to sign this document on behalf of and to bind the Company.

NAME DATE

SIGNATURE TITLE

DATE OF ACCEPTANCE

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: May 8, 2024

Action: **ADOPT RESOLUTION JPA 24-06 OF THE MARCH JOINT POWERS AUTHORITY APPROVING ONE JOB CLASSIFICATION, REMOVING A VACANT JOB CLASSIFICATION, AND APPROVING A REVISED SALARY SCALE**

Motion: Move to adopt Resolution JPA 24-06 of the March Joint Powers Authority, approving one job classification, removing a vacant job classification, and approving a revised salary scale.

Background:

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

- Government Affairs Officer

The Government Affairs Officer job description was created to reflect the current needs of the March Joint Powers Authority (MJPA) and the future needs of the March Inland Port Airport (MIPA). This position, 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 position is necessary to meet current and future operational needs. Moreover, to ensure the financial viability of ongoing organizational changes within the MJPA, the unfilled position of Deputy Director is hereby recommended for removal.

Staff further requests approval of the attached March Joint Powers Authority Revised Salary Scale which includes the addition of a Government Affairs Officer job classification and removal of the Deputy Director job classification. The proposed change 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: 1) Resolution JPA 24-06

RESOLUTION JPA 24-06

A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY COMMISSION OF THE MARCH JOINT POWERS AUTHORITY APPROVING ONE (1) JOB CLASSIFICATION, REMOVING A VACANT JOB CLASSIFICATION, AND APPROVING A REVISED SALARY SCALE

WHEREAS, as part of the sunset process set forth by the March Joint Powers Authority Commission, staff is requesting approval for the following job description: Government Affairs Officer;

WHEREAS, the Government Affairs Officer job description is created to reflect the current needs of the March Joint Powers Authority (MJPA) and the future needs of the March Inland Port Airport (MIPA);

WHEREAS, this position, 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 MIPAA 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 changes are necessary to meet current and future operational needs;

WHEREAS, to ensure the financial viability of organizational changes within MJPA, the unfilled position of Deputy Director will be removed;

WHEREAS, staff is also requesting approval of the attached March Joint Powers Authority Revised Salary Scale, which will include the Government Affairs Officer position and remove the unfilled Deputy Director position.

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 description for Government Affairs Officer and the Revised Salary Scale 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 8th day of May, 2024.

Edward A. Delgado, 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 24-06 was duly and regularly adopted by the March Joint Powers Commission as its regularly scheduled meeting on May 8, 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: April 24, 2024

Cindy Camargo, Clerk
March Joint Powers Authority Commission

EXHIBIT "A"

**GOVERNMENT AFFAIRS OFFICER JOB DESCRIPTION
MARCH JOINT POWERS AUTHORITY REVISED SALARY SCALE**

[ATTACHED]



March Joint Powers Authority Job Description

Job Title: Government Affairs Officer

Job Grade: A through F

FLSA Status: Professional/Administrative Management

Date: April 2024

JOB SUMMARY

Under the direction of the Chief Executive Officer, the Government Relations Officer will be expected to monitor a variety of legislative and governmental issues to maximize positive impacts for the March Joint Powers Authority (MJPA). Performs a variety of professional activities in support of the MJPA government and community affairs, grant acquisitions, and legislative activities.

This position may be expected to work weekends, evenings, and holidays as required to accommodate the MJPA needs, in addition to responding as a Disaster Emergency Service Worker. In preparation for the MJPA, this position may be expected to travel for executing MJPA.

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.

- Reviews, tracks, analyzes, and interprets proposed federal, state, and local legislation and regulatory changes that could affect the MJPA operations.
- Drafts and prepares legislative summaries, position papers, policy principles, and correspondence consistent with the MJPA's interests.
- Identifies problems, evaluates alternatives, and develops sound recommendations on the MJPA positions on legislative action to achieve desired results.

Government Affairs Officer

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- Prepares clear, thoughtful, concise, and accurate analyses.
- May participate in a variety of professional and industry specific committees involved in legislative and interagency relations to stay informed of current, proposed, and anticipated legislation.
- Represents and maintains vital professional relationships with the MJPA lobbyists, industry groups, public bodies, member/partnering/related agency staff, and elected officials.
- Provides information to the MJPA's Commission and partnering agencies regarding legislation and regulatory matters.
- Assists with grant opportunities, submittals, and acquisition.
- Performs a variety of research and related projects for legislative and regulatory issues.
- Provides support in marketing and branding for the MJPA.
- Adheres to office procedures including records management policies and procedures, ensuring compliance with the MJPA's records retention policy.
- Abides by and promotes the MJPA's core values and beliefs and adheres to the MJPA's ethics policy.
- Participates in the development and implementation of goals, objectives, policies, and priorities for community and government affairs, outreach and grant acquisition and provides input in the development of the program budget.
- Maintains broad situational awareness of legislative and inter-governmental issues related to the MJPA and the stakeholders it serves.
- Drafts legislative testimony consistent with the MJPA's interests.
- Performs other duties as assigned.

JOB SPECIFICATIONS

Knowledge:

- In-depth knowledge of the legislative process, steps, terminology, and influence points, as well as principles and practices of legislative research and analysis. Understanding the impact applicable federal, state, and regional laws, regulations and court decisions have on MJPA operations.
- Awareness of procedures and functions of the legislative and executive branches of the federal and state governments.
- Techniques of grant application development.
- Capability to research and analyze information and prepare comprehensive and concise reports.
- Effective coordination of legislative programs and projects.
- In-depth knowledge of principles, methods, and practices applied in strategic communication and legislative planning.
- Perform the most complex and difficult duties related to Government Affairs.

Skills and Abilities:

- Ability to make effective and engaging presentations clearly, logically, and persuasively in a variety of settings.
- Creative thinker who seeks alternative solutions to produce results that benefit the MJPA,

Government Affairs Officer

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its internal and external customers, while clearly articulating options to management and policy makers.

- Exceptional communication and customer service skills both verbally and in writing, with the ability to cultivate professional business partnerships and inspire team collaboration.
- Use modern office equipment including computer software applications related to the field of work.
- Adherence to MJPA personnel rules and regulations, and policies with the ability to exercise sound independent judgment within general policy guidelines.
- Utilize successful leadership skills with the ability to inspire and influence with a high level of energy, enthusiasm, and creativity coupled with a positive attitude.

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:

- Four (4) years of progressive responsibilities in the development and coordination of legislative work, public affairs, out, or related area.
- Master's Degree in a related field – may substitute for one (1) year of 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 Salary Scale
EXISTING POSITIONS Effective July 1, 2023

POSITION	STATUS	Grade	A	B	C	D	E	F
Receptionist/Office Assistant	NE	1	\$ 43,466	\$ 46,126	\$ 48,949	\$ 51,946	\$ 55,125	\$ 58,499
			\$ 20.90	\$ 22.18	\$ 23.53	\$ 24.97	\$ 26.50	\$ 28.12
		2	\$ 44,335	\$ 47,049	\$ 49,928	\$ 52,984	\$ 56,227	\$ 59,669
			\$ 21.31	\$ 22.62	\$ 24.00	\$ 25.47	\$ 27.03	\$ 28.69
		3	\$ 45,222	\$ 47,990	\$ 50,927	\$ 54,044	\$ 57,352	\$ 60,862
			\$ 21.74	\$ 23.07	\$ 24.48	\$ 25.98	\$ 27.57	\$ 29.26
Grounds/Maintenance Worker III	NE	1	\$ 56,439	\$ 59,893	\$ 63,559	\$ 67,449	\$ 71,578	\$ 75,959
			\$ 27.13	\$ 28.79	\$ 30.56	\$ 32.43	\$ 34.41	\$ 36.52
		2	\$ 57,567	\$ 61,091	\$ 64,830	\$ 68,798	\$ 73,009	\$ 77,478
			\$ 27.68	\$ 29.37	\$ 31.17	\$ 33.08	\$ 35.10	\$ 37.25
		3	\$ 58,719	\$ 62,313	\$ 66,127	\$ 70,174	\$ 74,470	\$ 79,028
			\$ 28.23	\$ 29.96	\$ 31.79	\$ 33.74	\$ 35.80	\$ 37.99
Permit Technician	NE	1	\$ 64,696	\$ 68,656	\$ 72,859	\$ 77,318	\$ 82,051	\$ 87,073
			\$ 31.10	\$ 33.01	\$ 35.03	\$ 37.17	\$ 39.45	\$ 41.86
		2	\$ 65,990	\$ 70,029	\$ 74,316	\$ 78,864	\$ 83,692	\$ 88,814
			\$ 31.73	\$ 33.67	\$ 35.73	\$ 37.92	\$ 40.24	\$ 42.70
		3	\$ 67,310	\$ 71,430	\$ 75,802	\$ 80,442	\$ 85,365	\$ 90,590
			\$ 32.36	\$ 34.34	\$ 36.44	\$ 38.67	\$ 41.04	\$ 43.55
Business Development Specialist	PAM	1	\$ 64,887	\$ 68,859	\$ 73,074	\$ 77,547	\$ 82,293	\$ 87,330
			\$ 31.20	\$ 33.11	\$ 35.13	\$ 37.28	\$ 39.56	\$ 41.99
		2	\$ 66,185	\$ 70,236	\$ 74,535	\$ 79,097	\$ 83,939	\$ 89,077
			\$ 31.82	\$ 33.77	\$ 35.83	\$ 38.03	\$ 40.36	\$ 42.83
		3	\$ 67,509	\$ 71,641	\$ 76,026	\$ 80,679	\$ 85,618	\$ 90,858
			\$ 32.46	\$ 34.44	\$ 36.55	\$ 38.79	\$ 41.16	\$ 43.68
Airport Operations Coordinator	PAM	1	\$ 68,781	\$ 72,991	\$ 77,458	\$ 82,200	\$ 87,231	\$ 92,570
			\$ 33.07	\$ 35.09	\$ 37.24	\$ 39.52	\$ 41.94	\$ 44.50
		2	\$ 70,156	\$ 74,451	\$ 79,008	\$ 83,844	\$ 88,975	\$ 94,421
			\$ 33.73	\$ 35.79	\$ 37.98	\$ 40.31	\$ 42.78	\$ 45.39
		3	\$ 71,560	\$ 75,940	\$ 80,588	\$ 85,520	\$ 90,755	\$ 96,310
			\$ 34.40	\$ 36.51	\$ 38.74	\$ 41.12	\$ 43.63	\$ 46.30
Property Manager	PAM	1	\$ 75,033	\$ 79,626	\$ 84,499	\$ 89,671	\$ 95,160	\$ 100,985
			\$ 36.07	\$ 38.28	\$ 40.62	\$ 43.11	\$ 45.75	\$ 48.55
		2	\$ 76,534	\$ 81,218	\$ 86,189	\$ 91,465	\$ 97,063	\$ 103,004
			\$ 36.80	\$ 39.05	\$ 41.44	\$ 43.97	\$ 46.66	\$ 49.52
		3	\$ 78,064	\$ 82,842	\$ 87,913	\$ 93,294	\$ 99,004	\$ 105,064
			\$ 37.53	\$ 39.83	\$ 42.27	\$ 44.85	\$ 47.60	\$ 50.51
Executive Assistant / Clerk	MM	1	\$ 82,995	\$ 88,075	\$ 93,466	\$ 99,186	\$ 105,257	\$ 111,700
			\$ 39.90	\$ 42.34	\$ 44.94	\$ 47.69	\$ 50.60	\$ 53.70
		2	\$ 84,655	\$ 89,836	\$ 95,335	\$ 101,170	\$ 107,363	\$ 113,934
			\$ 40.70	\$ 43.19	\$ 45.83	\$ 48.64	\$ 51.62	\$ 54.78
		3	\$ 86,348	\$ 91,633	\$ 97,242	\$ 103,194	\$ 109,510	\$ 116,213
			\$ 41.51	\$ 44.05	\$ 46.75	\$ 49.61	\$ 52.65	\$ 55.87
Senior Planner	PAM	1	\$ 94,160	\$ 99,923	\$ 106,039	\$ 112,530	\$ 119,417	\$ 126,727
			\$ 45.27	\$ 48.04	\$ 50.98	\$ 54.10	\$ 57.41	\$ 60.93
		2	\$ 96,043	\$ 101,922	\$ 108,160	\$ 114,780	\$ 121,806	\$ 129,261
			\$ 46.17	\$ 49.00	\$ 52.00	\$ 55.18	\$ 58.56	\$ 62.14
		3	\$ 97,964	\$ 103,960	\$ 110,323	\$ 117,076	\$ 124,242	\$ 131,846
			\$ 47.10	\$ 49.98	\$ 53.04	\$ 56.29	\$ 59.73	\$ 63.39
Government Relations Officer PROPOSED	PAM	1	\$ 104,270	\$ 110,652	\$ 117,425	\$ 124,612	\$ 132,240	\$ 140,334
			\$ 50.13	\$ 53.20	\$ 56.45	\$ 59.91	\$ 63.58	\$ 67.47
		2	\$ 106,355	\$ 112,865	\$ 119,773	\$ 127,105	\$ 134,884	\$ 143,140
			\$ 51.13	\$ 54.26	\$ 57.58	\$ 61.11	\$ 64.85	\$ 68.82
		3	\$ 108,483	\$ 115,123	\$ 122,169	\$ 129,647	\$ 137,582	\$ 146,003
			\$ 52.16	\$ 55.35	\$ 58.74	\$ 62.33	\$ 66.15	\$ 70.19
Principal Planner	PAM	1	\$ 119,661	\$ 126,985	\$ 134,757	\$ 143,006	\$ 151,759	\$ 161,048
			\$ 57.53	\$ 61.05	\$ 64.79	\$ 68.75	\$ 72.96	\$ 77.43
		2	\$ 122,054	\$ 129,525	\$ 137,453	\$ 145,866	\$ 154,794	\$ 164,269
			\$ 58.68	\$ 62.27	\$ 66.08	\$ 70.13	\$ 74.42	\$ 78.98
		3	\$ 124,495	\$ 132,115	\$ 140,202	\$ 148,783	\$ 157,890	\$ 167,554
			\$ 59.85	\$ 63.52	\$ 67.40	\$ 71.53	\$ 75.91	\$ 80.55

**March Joint Powers Authority
Salary Scale**

POSITION	STATUS	Grade	A	B	C	D	E	F
Accounting Manager/ Controller	PAM	1	\$ 138,413	\$ 146,885	\$ 155,875	\$ 165,416	\$ 175,541	\$ 186,285
			\$ 66.54	\$ 70.62	\$ 74.94	\$ 79.53	\$ 84.39	\$ 89.56
		2	\$ 141,181	\$ 149,822	\$ 158,993	\$ 168,724	\$ 179,052	\$ 190,011
			\$ 67.88	\$ 72.03	\$ 76.44	\$ 81.12	\$ 86.08	\$ 91.35
		3	\$ 144,005	\$ 152,819	\$ 162,173	\$ 172,099	\$ 182,633	\$ 193,811
			\$ 69.23	\$ 73.47	\$ 77.97	\$ 82.74	\$ 87.80	\$ 93.18
Planning Director	MM	1	\$ 140,351	\$ 148,942	\$ 158,058	\$ 167,733	\$ 178,000	\$ 188,895
			\$ 67.48	\$ 71.61	\$ 75.99	\$ 80.64	\$ 85.58	\$ 90.81
		2	\$ 143,158	\$ 151,921	\$ 161,220	\$ 171,088	\$ 181,560	\$ 192,672
			\$ 68.83	\$ 73.04	\$ 77.51	\$ 82.25	\$ 87.29	\$ 92.63
		3	\$ 146,022	\$ 154,959	\$ 164,444	\$ 174,509	\$ 185,191	\$ 196,526
			\$ 70.20	\$ 74.50	\$ 79.06	\$ 83.90	\$ 89.03	\$ 94.48
			\$		\$	\$	\$	
					\$	\$	\$	
					\$	\$	\$	
			\$		\$	\$	\$	
Chief Executive Officer Current Annual Contract Amount - EM								\$ 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								

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: May 8, 2024

Action: **APPROVE A REIMBURSEMENT AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND MARCH JOINT POWERS AUTHORITY FOR VAN BUREN BOULEVARD ROADWAY IMPROVEMENTS AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT AND ALLOCATE \$39,600 TOWARD THE PROJECT**

Motion: Move to approve a Reimbursement Agreement between County of Riverside and March Joint Powers Authority for Van Buren Boulevard roadway improvements, authorize the Chief Executive Officer to execute the Agreement and allocate \$39,600 toward the project.

Background:

Van Buren Boulevard is a Riverside County designated highway and as such, the County manages the maintenance of road improvements along Van Buren Boulevard. March JPA is the owner of the landscape and lighting maintenance district, LLMD #1, in the Meridian Business Park and maintains the landscape medians along Van Buren Boulevard as part of its LLMD contract with Brightview Landscaping.

Due to overwatering of the landscape median island between Village West Drive and Meridian Parkway, damage has occurred along a segment of the County’s roadway pavement. Van Buren Boulevard is a 130 to 146 foot wide six lane facility. Roadway repairs are needed at two specific locations on Van Buren Boulevard approximately 1,000 linear feet west of Meridian Parkway.

- 1) On the north side of the Van Buren for a 100 linear feet by 14 feet wide portion of the traffic lane adjacent to the median; and
- 2) On the south side of the roadway for a 25 linear feet by 14 feet wide portion of the traffic lane adjacent to the median (hereinafter together “Project”) as shown on “Exhibit A” (Van Buren Boulevard Vicinity/Project Map) of the Agreement.

The project is to repair existing damaged pavement section by saw cutting and removing the existing pavement, base, and subgrade and placing back full depth hot mix asphalt. Incidental work will include, but not be limited to, re-striping and replacing raised pavement markers at the roadway repair locations.

The County has agreed to be the lead agency for the overall improvement. Upon completion of the project the County will furnish March JPA with a final reconciliation of project within ninety (90) days following the completion and acceptance of the construction contract. If final costs associated with the project are less than the deposit provided in Section 2 of the agreement, the County will reimburse the difference with a financial reconciliation.

March JPA agrees to fund one hundred percent (100%) of the cost of the PROJECT, not to exceed thirty-nine thousand six hundred dollars (\$39,600.00). Half of these costs will be reimbursed by Brightview, the LLMD landscape contractor responsible for managing the irrigation lines along Van Buren Boulevard. As such, the March JPA's full obligation would be no more than nineteen thousand and eight hundred dollars (\$19,800) after Brightview costs.

To begin repairs of a critical public facility, staff recommends approval of the attached agreement with the County, and authorize the disbursement of \$39,600 toward the project.

- Attachment:**
- 1) Reimbursement Agreement by and between County of Riverside and March Joint Powers Authority for Van Buren Boulevard Road Improvements

REIMBURSEMENT AGREEMENT BY AND BETWEEN
COUNTY OF RIVERSIDE
AND
MARCH JOINT POWERS AUTHORITY
FOR
VAN BUREN BOULEVARD ROADWAY IMPROVEMENTS

This Reimbursement Agreement for the Van Buren Boulevard Roadway Improvements (“Agreement”) is entered into this _____ day of _____, 20____, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter “COUNTY”) and March Joint Powers Authority, [a joint powers authority](#), (hereinafter “MARCH JPA”) for the roadway improvements to Van Buren Boulevard, located within the jurisdictional boundaries of the COUNTY. The COUNTY and MARCH JPA are sometimes hereinafter referred to individually as a “PARTY” and collectively as the “PARTIES”.

RECITALS

- A. Whereas, MARCH JPA maintains the landscape median island along Van Buren Boulevard; and
- B. Whereas, due to overwatering of the landscape median island, damage has occurred to COUNTY’s existing roadway pavement on Van Buren Boulevard; and
- C. Whereas, COUNTY and MARCH JPA have decided that Van Buren Boulevard, a 130 foot to 146 foot variable width mostly six lane facility, within COUNTY’s jurisdiction is in need of roadway improvements (repairs) at two specific locations on Van Buren Boulevard approximately 1,000 linear feet west of Meridian Parkway: 1) On the north side of the Van Buren for a 100 linear feet by 14 feet wide portion of the traffic lane adjacent to the median; and 2) On the south side of the roadway for a 25 linear feet by 14 feet wide portion of the traffic lane adjacent to the median (hereinafter together “PROJECT”) as shown on “Exhibit A” (Van Buren Boulevard Vicinity/Project Map); and
- D. Whereas, the PROJECT will be to reconstruct the existing damaged pavement section by saw cutting and removing the existing pavement, base, and subgrade and placing back full depth Hot Mix Asphalt. Incidental work will include and not be limited to re-striping and replacing raised pavement markers at the roadway repair locations; and

- E. Whereas, the COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the PROJECT; and
- F. Whereas, MARCH JPA has agreed to pay the actual cost of the PROJECT not to exceed the amount set forth in this Agreement; and
- G. Whereas, the PARTIES desire to define herein the terms and conditions under which MARCH JPA will reimburse COUNTY for the PROJECT; and
- H. Whereas, each of the above stated recitals are hereby incorporated into this Agreement and each is to be treated as a material part of the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as follows:

SECTION 1 • COUNTY OBLIGATIONS:

1. The COUNTY agrees to act as the lead agency for the overall development and implementation of the PROJECT.
2. The COUNTY will furnish MARCH JPA a final reconciliation of PROJECT expenses within ninety (90) days following the completion and acceptance of the construction contract. If final costs associated with the PROJECT are less than the Deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 2 • MARCH JPA OBLIGATIONS:

1. MARCH JPA agrees to fund one hundred percent (100%) of the cost of the PROJECT, not to exceed **thirty-nine thousand six hundred dollars (\$39,600.00)**.
2. MARCH JPA agrees to deposit with COUNTY, within 30 days of executing this Agreement, **thirty-nine thousand six hundred dollars (\$39,600.00)** (the "Deposit"), as provided in "Exhibit B."

SECTION 3 • MUTUAL AGREEMENT:

1. The PARTIES shall not amend or change the terms of this Agreement unless said change is memorialized in writing and signed by the PARTIES.
2. Indemnification: Except as to the sole negligence or willful misconduct of the other PARTY, each PARTY expressly agrees to and shall indemnify, defend, release and hold the other PARTY and its officials,

officers, employees, agents and contractors harmless from and against any action, liability, loss, damage, judgement, order and lien, as well as all costs and expenses, including, but not limited to, attorneys' fees, from any claims arising out of the performance of their respective obligations for the Project under this Agreement

3. In the event that MARCH JPA fails to provide the Deposit to COUNTY within thirty (30) days of executing this Agreement, COUNTY shall have the option to terminate this Agreement upon written notice to MARCH JPA.
4. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms shall be severable and will continue in full force and effect without regard to the voided or unenforceable terms.
5. The PARTIES shall not assign this Agreement without the written consent of the other PARTY.
6. This Agreement is to be construed in accordance with the laws of the State of California.
7. Any legal action brought by either PARTY for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
8. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the PARTY that prepared it in its final form.
9. Any waiver by either the COUNTY or MARCH JPA of any material breach by the other PARTY shall not be construed to be a waiver of any subsequent material breach. Failure on the part of COUNTY or MARCH JPA to require from the other PARTY exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as changing the terms hereof, or stopping COUNTY or MARCH JPA from enforcing this Agreement.
10. This Agreement, its Recitals, and Exhibits contain the complete understanding of the PARTIES and any prior oral or written statements or agreements, including contemporaneous oral or written statements or agreements not expressly set forth in this Agreement, are null and void.

11. Nothing in the provisions of this Agreement is intended to provide any rights to any third party including any contractor employed by the PARTIES.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all PARTIES hereto so long as at least one counterpart is executed by each PARTY. Each PARTY to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The PARTIES further agree that the electronic signatures of the PARTIES included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
13. All notices, demands, notice of change orders, change orders, invoices, and other communications required shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

COUNTY:

Riverside County Transportation Department

Attn: Patricia Romo

Director of Transportation

4080 Lemon Street, 8th Floor

Riverside, CA 92501

MARCH JPA:

March Joint Powers Authority

Attn: Dr. Grace I. Martin

Chief Executive Officer

14205 Meridian Parkway, Ste. 140

Riverside, CA 92518

Phone: (951) 955-6747

Phone: (951) 656-7000

[Signature Page Follows]

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

MINH TRAN, COUNTY COUNSEL

By _____ Dated: _____

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

Chair, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KIMBERLY RECTOR, Clerk of the Board (SEAL)

MARCH JPA Approvals

APPROVED BY:

_____ Dated: _____

DR. GRACE I. MARTIN

Chief Executive Officer

APPROVED AS TO FORM:

_____ Dated: _____

MARCH JPA Legal Counsel

ATTEST:

_____ Dated: _____

Certified as to Availability of Funds:

_____ Dated: _____

Chief Financial Officer

EXHIBIT A – VAN BUREN BOULEVARD VICINITY / PROJECT MAP



D1-0060 VAN BUREN BOULEVARD ROADWAY IMPROVEMENTS

D1-0060 Van Buren Boulevard Roadway Improvements

EXHIBIT B – ESTIMATED PROJECT COSTS

TASK	TOTAL COSTS
Construction Cost Estimate	\$34,500.00
Construction Contingency	\$1,700.00
Construction Engineering & Inspection	\$3,400.00
TOTAL ESTIMATED PROJECT COST	\$39,600.00

Deposit: \$39,600 due within thirty (30) days of executing this Agreement.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: May 8, 2024

Report: **452D SECURITY FORCES SQUADRON LIEUTENANT COLONEL DAVID McMANUS, COMMANDER**

Motion: Move to receive and file an update for 452d Security Forces Squadron Lieutenant Colonel David McManus, Commander.

Lt. Col. David McManus is the Commander of the 452d Security Forces squadron at March Air Reserve Base. He commands 115 Active Guard Reserve Defenders providing base operations security support, and weapons qualification and maintenance for the 452d Air Mobility Wing and surrounding Air Force agencies. In addition, he leads 135 Traditional Reservists in deployment readiness. The 452 SFS ensures the protection of assets valued at over \$2.2 billion and a base population of over 5,500 personnel. His roles include being the Defense Force Commander for the base and the Anti-Terrorism Officer.

After serving 2 years in the US Coast Guard in 1998 and 1999, Lt Col McManus was commissioned in the US Air Force via Officer Training School in January of 2000. He began his Air Force career as an Electronic Warfare Officer at Offutt AFB, NE. From 2001 to 2006 he flew missions supporting the Global War on Terrorism, Operation Iraqi Freedom, and Operation Enduring Freedom out of Saudi Arabia, Qatar, England, Japan, and Crete. Lt Col McManus transferred to the Air Force Reserve in 2007 and flew as a C-130 Navigator out of Peterson AFB, CO. After a break in service, he reentered the Air Force Reserves in 2018 as a Maintenance Officer and made his most recent transition into Security Forces in 2019.

In addition, Lt Col McManus has served as the assistant to the Inspector General at the US Air Force Academy, CO, as the Executive Officer of the Joint Intelligence Surveillance and Reconnaissance Center at United States Northern Command at Peterson AFB, CO, and as the Executive Officer for the 452d Mission Support Group at March ARB, CA. He was also a graduate of Point Loma Nazarene University in San Diego, CA with a degree in Sociology and Criminal Justice in 1995 and earned a Master of Arts in Christian Leadership from Grand Canyon University in 2018.

Attachment(s): Bio



Lieutenant Colonel David L. McManus

Lt Col David L. McManus is the Commander of the 452d Security Forces Squadron at March Air Reserve Base, California. He commands 115 Active Guard Reserve Defenders providing base operations security support, and weapons qualification and maintenance for the 452d Air Mobility Wing and surrounding Air Force agencies. In addition, he leads 135 Traditional Reservists in deployment readiness. The 452 SFS ensures the protection of assets valued at over \$2.2 billion and a base population of over 5,500 personnel. His roles include being the Defense Force Commander for the base and the Anti-Terrorism Officer.

After serving 2 years in the US Coast Guard in 1998 and 1999, Lt Col McManus was commissioned in the US Air Force via Officer Training School in January of 2000. He began his Air Force career as an Electronic Warfare Officer at Offutt AFB, NE. From 2001 to 2006 he flew missions supporting the Global War on Terrorism, Operation Iraqi Freedom, and Operation Enduring Freedom out of Saudi Arabia, Qatar, England, Japan, and Crete. Lt Col McManus transferred to the Air Force Reserve in 2007 and flew as a C-130 Navigator out of Peterson AFB, CO. After a break in service, he reentered the Air Force Reserves in 2018 as a Maintenance Officer and made his most recent transition into Security Forces in 2019.

In addition, Lt Col McManus has served as the assistant to the Inspector General at the US Air Force Academy, CO, as the Executive Officer of the Joint Intelligence Surveillance and Reconnaissance Center at United States Northern Command at Peterson AFB, CO, and as the Executive Officer for the 452d Mission Support Group at March ARB, CA. He was also a graduate of Point Loma Nazarene University in San Diego, CA with a degree in Sociology and Criminal Justice in 1995 and earned a Master of Arts in Christian Leadership from Grand Canyon University in 2018.

EDUCATION

- 1995 Bachelor of Arts, Sociology & Criminal Justice, Point Loma Nazarene University, San Diego, CA
- 2008 Squadron Officer School, Maxwell Air Force Base, AL
- 2017 Bachelor of Science in Applied Management, Grand Canyon University, Phoenix, AZ
- 2018 Master of Arts in Christian Leadership, Grand Canyon University, Phoenix, AZ
- 2020 Air Command and Staff College, Maxwell Air Force Base, AL





ASSIGNMENTS

1. March 2001 – November 2006, Electronic Warfare Officer/Evaluator, 45th Reconnaissance Squadron, Offutt AFB, NE
2. August 2007 – December 2009, Navigator, 731st Airlift Squadron, Peterson AFB, CO
3. January 2018 – March 2019, Maintenance Officer, 452d Maintenance Squadron, March, ARB, CA
4. March 2019 – October 2019, Executive Officer, 452d Mission Support Group, March, ARB, CA
5. October 2019 – November 2022, Operations Officer, 452d Security Forces Squadron, March ARB, CA
6. November 2022 – Present, Commander, 452d Security Forces Squadron, March ARB, CA

FLIGHT INFORMATION

Rating: Senior Navigator

Flight hours: 1741

Aircraft flown: RC-135U/W; C-130H/E

MAJOR AWARDS AND DECORATIONS

Meritorious Service Medal

Air Force Commendation Medal

Aerial Achievement Medal with two oak leaf clusters

OCCUPATIONAL BADGES

Senior Navigator Aeronautical Rating

Maintenance Officer Badge

Force Protection Badge

EFFECTIVE DATES OF PROMOTION

Second Lieutenant January 14, 2000

First Lieutenant January 14, 2002

Captain February 9, 2004

Major December 30, 2016 (adjusted for break in service)

Lieutenant Colonel December 30, 2023

(Current as of 1 May 2024)



MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: May 8, 2024

Report: **TECHNICAL ADVISORY COMMITTEE MEETING**

Motion: Receive and file the monthly Technical Advisory Committee - Regular Meeting report for May 6th, 2024.

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. On May 6th, the TAC held its regular meetings and received updates that included, but were not limited to, the following items: truck route / traffic enforcement update; airport master plan update; CFD – LLMD Engineer's report Update; and West Campus Upper Plateau.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: May 8, 2024

Action: **ADOPT THREE RESOLUTIONS AS IT PERTAINS TO LLMD NO. 1: ADOPT RESOLUTION JPA 24-07 A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2024/2025 WITHIN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1; ADOPT RESOLUTION JPA 24-08 A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY PRELIMINARILY APPROVING ENGINEER'S REPORT FOR THE LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; ADOPT RESOLUTION JPA 24-09 A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2024/2025 WITHIN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1; AND 4) DIRECT STAFF TO SET THE PUBLIC HEARING FOR JUNE 12, 2024**

Motion:

- 1) Adopt Resolution JPA 24-07, Initiating Proceedings to Levy and Collect Assessments for Fiscal Year 2024-2025 within Landscape, Lighting Maintenance District No. 1 (LLMD No. 1) Pursuant to the Landscape and Lighting Act of 1972.
- 2) Adopt Resolution JPA 24-08, Preliminarily Approving the Engineers Report for the Levy of Annual Assessments for Fiscal Year 2024-2025 For Landscape Lighting and Maintenance District No. 1 (LLMD No. 1) of the March Joint Powers Authority.
- 3) Adopt Resolution JPA 24-09, Declaring its Intent to Levy and Collect Assessments for Fiscal Year 2024-2025 Within the Landscaping and Lighting Maintenance District No. 1 (LLMD No. 1), pursuant to the Landscape and Lighting Act of 1972.

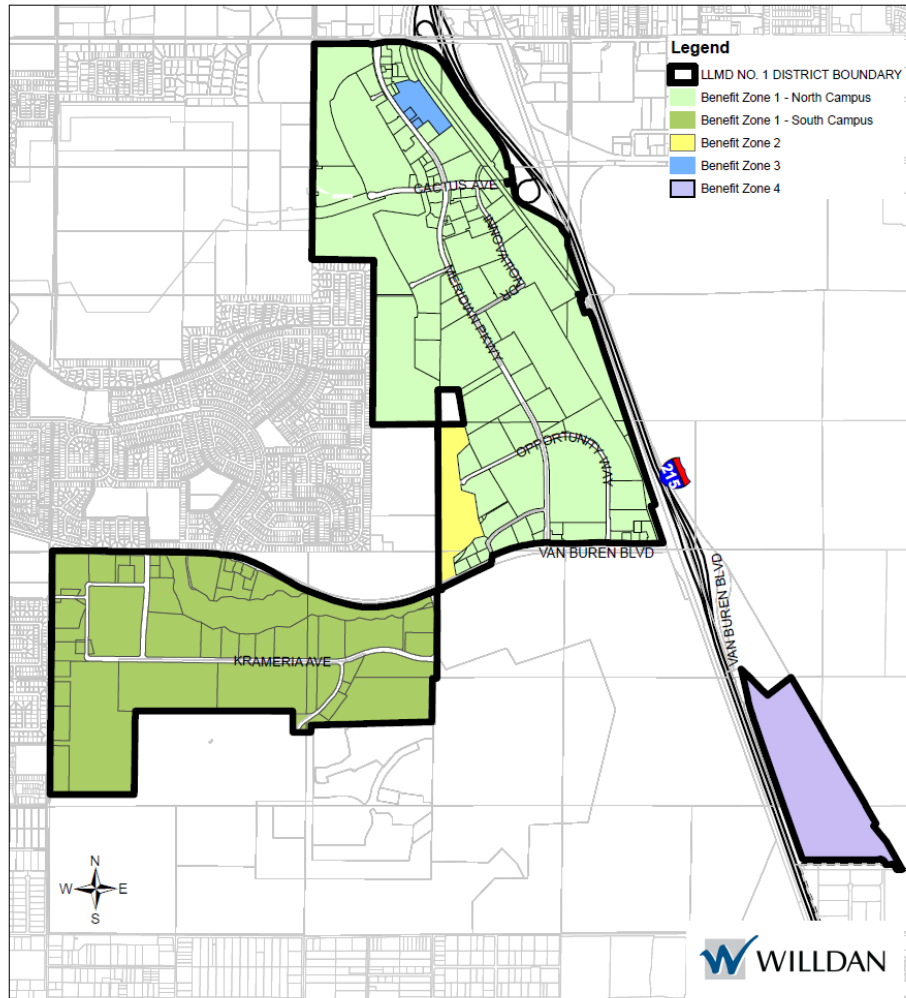
- 4) Direct Staff to set the Public Hearing for June 12, 2024.

Background:

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

The LLMD covers five Benefit Zones. There are no improvements maintained, or assessments levied, under Benefit Zone 2 of the LLMD. Three parcels assessed under Benefit Zone 1, North Campus, are also assessed under Benefit Zone 3. In 2015, Benefit Zone 3 was established to provide funding for the maintenance of the landscape improvements in the joint access easement across Lots 9 and 10, Tract 30857-2 that provides access from Meridian Parkway to these parcels and the Metrolink parcel. In 2023, one parcel was annexed into the District as Annexation No. 5, establishing Benefit Zone 4. Benefit Zone 4 is located east of Interstate 215 and south of Krameria Avenue and provides funding for landscaping maintenance, maintenance of streetlights, street sweeping, maintenance of two traffic signals, drainage facility maintenance, and graffiti control.

**ASSESSMENT DIAGRAM OF
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
MARCH JOINT POWERS AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2024/2025**



Benefit Zone 1, Benefit Zone 3, and Benefit Zone 4 assessments are subject to escalation factors, as listed below:

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

The ENR Common Labor Index is 1.80% over the prior year. Water utilities represent approximately 16.50% of the annual costs. With a cumulative Western Municipal Water District water cost increase of 2.37% from the prior year, staff is recommending a 1.89% increase in the assessments for Fiscal Year 2024/2025.

The recommended effective and maximum annual assessment, by Benefit Zone, along with the total funding for Fiscal Year 2024/2025 are as follow:

<u>Benefit Zone</u>	Fiscal Year	<u>Assessment Per Benefit Unit (Acre)</u>	
	<u>2024/2025 Funding</u>	<u>Effective</u>	<u>Maximum</u>
Benefit Zone 1, North Campus	\$1,412,027.04	\$2,396.03	\$2,396.03
Benefit Zone 1, South Campus	907,463.76	\$2,403.56	\$3,662.37
Benefit Zone 2	0.00	\$0.00	\$0.00
Benefit Zone 3	34,577.68	\$4,627.34	\$4,627.34
Benefit Zone 4	134,629.00	\$1,053.93	\$1,053.93
Total Funding	\$2,488,697.48		

Future Public Hearing:

With the adoption of the Resolution of Intention, a future public hearing is scheduled for the June 12, 2024, March JPC meeting. The recommended increase in assessments is consistent with previously authorized adjustments and balloting is not required of the parcels within the current LLMD # 1 boundary.

Staff Recommendations:

Staff recommends that the March Joint Powers Commission take the following actions:

- 1) Adopt Resolution #JPA Initiating Proceedings to Levy and Collect Assessments for Fiscal Year 2024-2025 within Landscape, Lighting Maintenance District No. 1 (LLMD No. 1) Pursuant to the Landscape and Lighting Act of 1972.
- 2) Adopt Resolution #JPA Preliminarily Approving the Engineers Report for the Levy of Annual Assessments for Fiscal Year 2024-2025 For Landscape Lighting and Maintenance District No. 1 (LLMD No. 1) of the March Joint Powers Authority.
- 3) Adopt Resolution #JPA 24-09 Declaring its Intent to Levy and Collect Assessments for Fiscal Year 2024-2025 Within the Landscaping and Lighting Maintenance District No. 1 (LLMD No. 1), pursuant to the Landscape and Lighting Act of 1972.
- 4) Direct Staff to set the Public Hearing for June 12, 2024.

Attachments:

- 1) Resolution JPA 24-07.
Exhibit "A," LLMD #1 Assessment Diagram
Exhibit "B," LLMD #1 FY 2024/2025 Engineer's Report
- 2) Resolution JPA 24-08.
- 3) Resolution JPA 24-09.

RESOLUTION JPA 24-07

A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2024-2025 WITHIN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 (LLMD NO. 1) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, APPOINTING THE ENGINEER OF WORK, AND ORDERING THE PREPARATION OF THE ENGINEER'S REPORT

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

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

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

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

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

- (a) the energy, servicing, operation and maintenance of public facilities, including, but not limited to, signage and street lights;
- (b) the energy, servicing, operation and maintenance of traffic signals, safety lighting, beacons, and other electrically operated traffic control or warning devices;

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

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

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

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

(g) street sweeping; and

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

SECTION 3. Boundaries of Proposed LLMD No. 1. LLMD No. 1 encompasses all that certain territory of the Authority included within the exterior boundary line shown upon the diagram entitled “Assessment Diagram of Landscaping and Lighting Maintenance District No. 1, March Joint Powers Authority, County of Riverside, State of California, Fiscal Year 2024/2025” (the “Diagram”), attached hereto as Exhibit “A” and incorporated herein by this reference, indicating by said boundary line the extent of the territory included within LLMD No. 1. Reference is hereby made to the Diagram for a full and more particular description of LLMD No. 1, the benefits zones therein, the lines and dimensions of each lot or parcel of land within LLMD No. 1, and the distinctive number or letter of each lot or parcel within LLMD No. 1. The diagram is on file in the Office of Secretary of the Authority and shall govern for all details as to the extent of said LLMD No. 1. A copy of such report is attached hereto as Exhibit “B” and incorporated herein by this reference.

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

SECTION 5. Engineer of Work. Willdan Financial Services, the Engineer for LLMD No. 1 (“Engineer”), is ordered to prepare and file a report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of Part 2 of Division 15 of the California Street and Highways Code with respect to the levy of an assessment on property described in Section 3 hereof to pay the costs of the maintenance and servicing of the improvements described in Section 2 hereof during the fiscal year 2024-2025. Upon completion, the Engineer shall file the report with the Secretary of the Authority for submission to the Commission.

ADOPTED, SIGNED AND APPROVED this 8th day of May 2024.

Edward A. Delgado, Chair
March Joint Powers Authority

ATTEST:

I, Cindy Camargo, Clerk of the Commission of the March Joint Powers Authority, do hereby certify that the foregoing Resolution JPA 24-07 was duly and regularly adopted by the Commission of the March Joint Powers Authority at a regular meeting thereof held on 8th day of May 2024, by the following called vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: May 8, 2024

Cindy Camargo, CAP
Clerk, March Joint Powers Authority Commission

Exhibit A
“LLMD #1 Assessment Diagram”

**ASSESSMENT DIAGRAM OF
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
MARCH JOINT POWERS AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2024/2025**

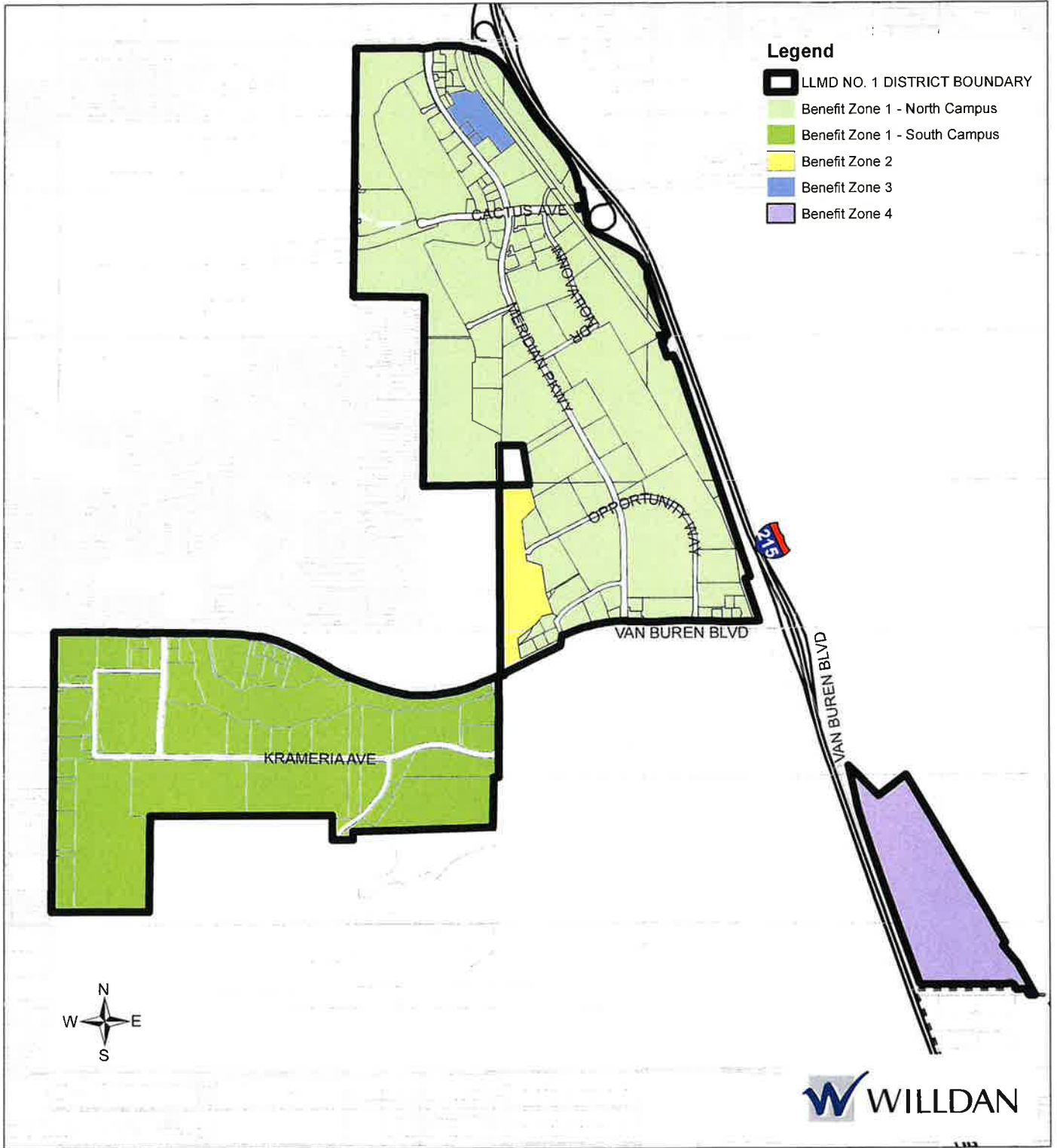


Exhibit B
“LLMD #1 FY 2024/2025 Engineer’s Report”



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

2024/2025 ENGINEER'S REPORT

Intent Meeting: May 8, 2024
Public Hearing: June 12, 2024

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510 | 888.326.6864
Property Tax Information Line
T. 866.807.6864

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT

Landscaping and Lighting Maintenance District No.1

Fiscal Year 2024/2025

March Joint Powers Authority

County of Riverside County, State of California

This Report describes the District and defines improvements, budget and relevant zones therein and the parcels to be levied for Fiscal Year 2024/2025 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2024.

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

By: _____

Susana Hernandez
Senior Project Manager, District Administration Services

By: _____

Tyrone Peter
PE #C 81888

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Introduction

Pursuant to the direction from the Commission, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended, commencing with Section 22500. This "Report" is applicable for the ensuing 12-month period, being the fiscal year commencing July 1, 2024 to June 30, 2025.

The Report consists of five (5) parts:

PART I.

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

PART II

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

PART III

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

Part IV

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

Part V

Assessment Roll: An Assessment Roll showing the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries as shown on the below-referenced Diagram. This "Report" is applicable for the ensuing 12-month period, being the fiscal year commencing July 1, 2024 to June 30, 2025.

Part I- Plans and Specifications

There are five Benefit Zones in Landscaping and Lighting Maintenance District No. 1 (LLMD). A diagram showing the boundaries of the Benefit Zones within the District is attached hereto in Part IV. The five Benefit Zones are:

1. Benefit Zone 1, North Campus
2. Benefit Zone 1, South Campus
3. Benefit Zone 2
4. Benefit Zone 3
5. Benefit Zone 4

There are six categories of improvements to be maintained, operated and serviced. The categories are public signage, lighting and traffic signals, landscaping, street sweeping, graffiti removal, and drainage facilities. A general description of each category of improvements is presented in the following paragraphs.

Signage and Lighting Improvements

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

Traffic Signal Improvements

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

Landscaping Improvements

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

Street Sweeping

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

Graffiti Removal

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

Drainage Improvements

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

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

The Fiscal Year 2024/2025 estimated costs for each Benefit Zone are presented herein Part 3, the Cost Estimate.

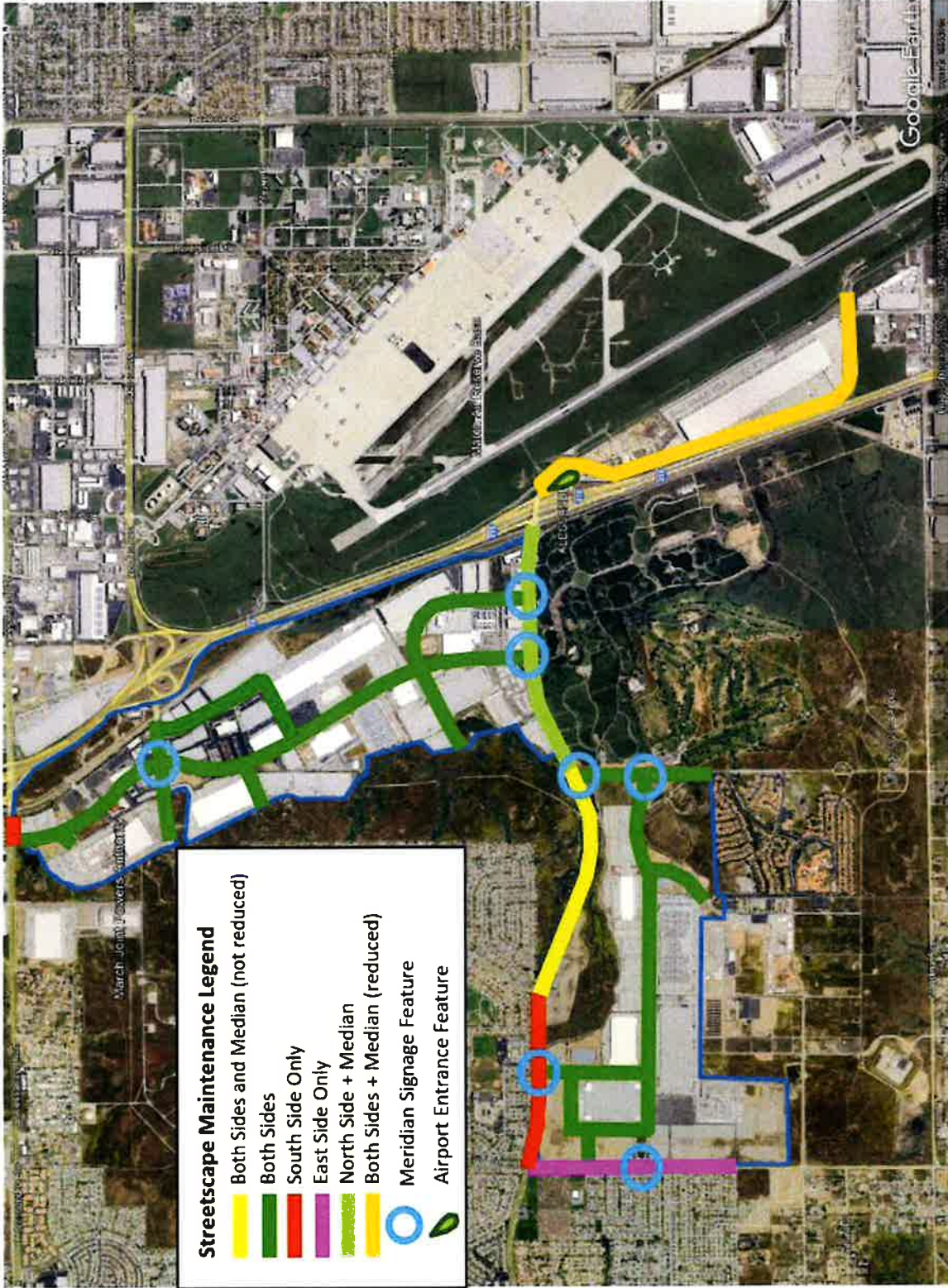
The map below details the location of the LLMD street light improvements.

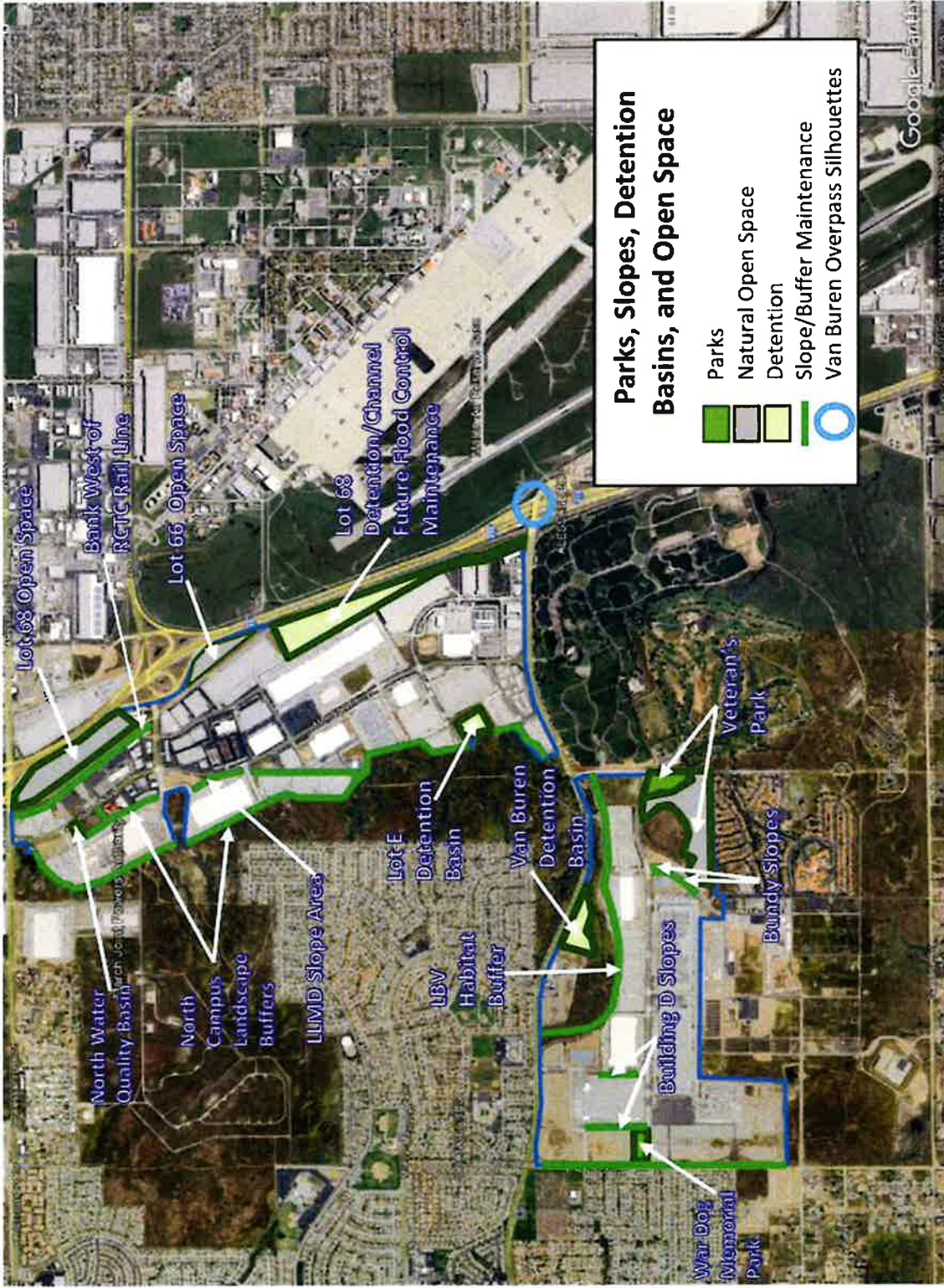


The map below details the location of the LLMD traffic signal improvements. March JPA contracts with the County for signal maintenance.



The maps below detail the location of the LLMD landscape improvements.





The map below details the location of the LLMD street sweeping.

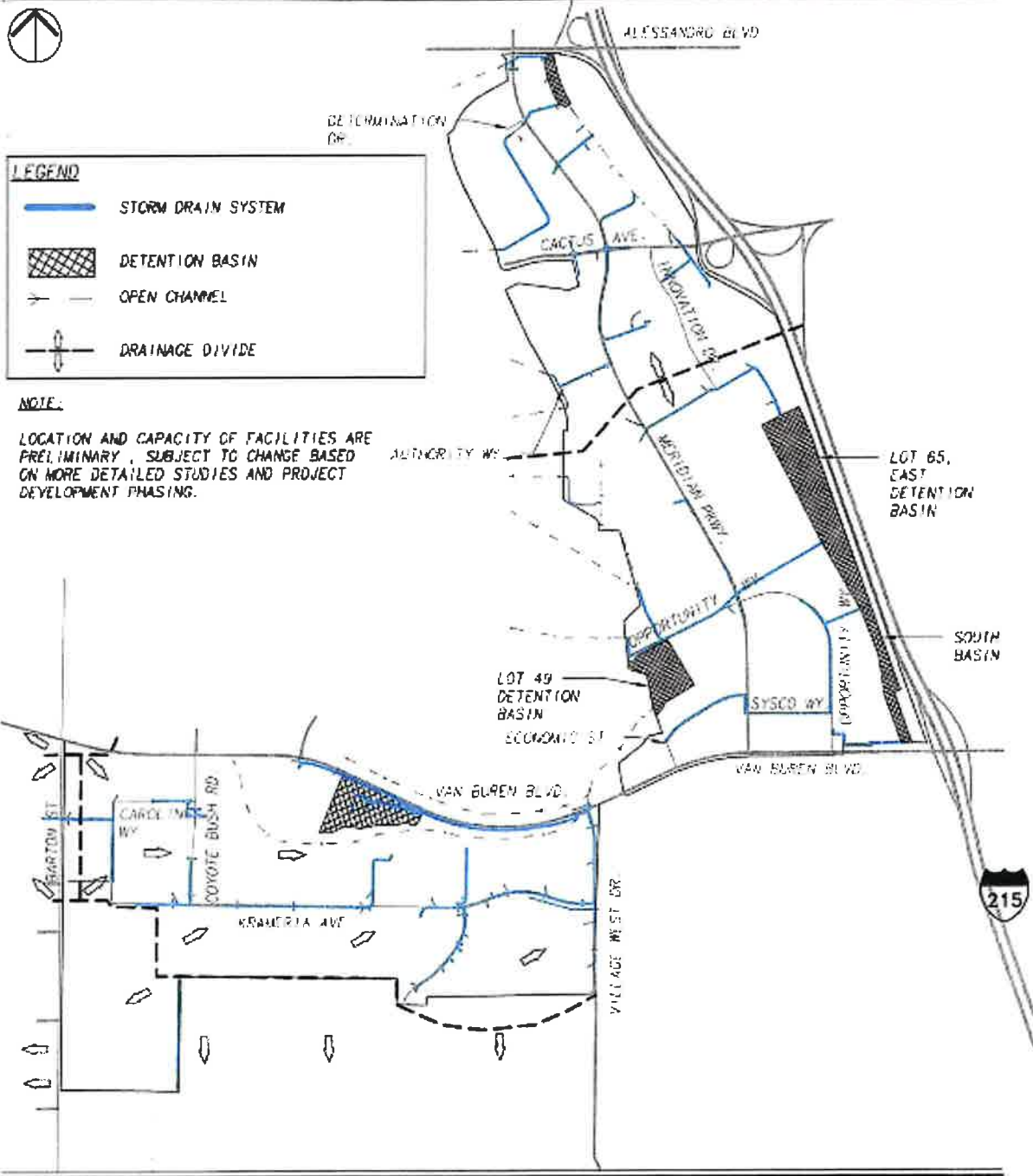


The map below details the location of the LLMD graffiti removal.



The map below details the location of the LLMD drainage improvements.

MARCH BUSINESS CENTER - SPECIFIC PLAN AMENDMENT



Part II- Method of Apportionment

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

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

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

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

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

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

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

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

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

The method of assessment under the LLMD is based on benefit units with an acre equal to one benefit unit. Each numbered Lot will be assessed benefit units equal to the gross acreage. Benefit units will be assessed based on each Lot's gross acreage shown on Assessor's Parcel Maps, less any area restricted for use by the Army Corp of Engineer's.

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

It is noted that:

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

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

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

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

Lots within the LLMD that are developed or to be developed as railroad, open space, park, channels, and detention basins are assessed zero benefit units.

The area within Benefit Zone 2 is a remainder area and is assessed zero benefit units. There are no improvements serviced, maintained or operated under Benefit Zone 2.

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

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

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

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

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

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

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

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

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

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

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

Based on the projected cash-flow, and annually thereafter, in order to provide sufficient funding through all phases of development, the maximum annual assessments under Benefit Zone 1, North Campus and South Campus, Benefit Zone 3 and Benefit Zone 4 are, subject to escalation factors, as listed below:

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

The ENR Common Labor Construction Cost index is 1.80% over the prior year. Water utilities represent approximately 16.50% of the annual costs. With a cumulative Western Municipal Water District cost increase of 2.37% from the prior year, the total escalation factor for Fiscal Year 2024/2025 is 1.89%.

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

Benefit Zone	Effective	Maximum
Benefit Zone 1, North Campus	\$2,396.03	\$2,396.03
Benefit Zone 1, South Campus	\$2,403.56	\$3,662.37
Benefit Zone 2	\$0.00	\$0.00
Benefit Zone 3	\$4,627.34	\$4,627.34
Benefit Zone 4	\$1,053.93	\$1,053.93

The following is a summary of the Zone 1 (North and South Campuses) and Benefit Zone 4 Benefit Units for the current fiscal year:

Fiscal Year 2024/2025 Benefit Units						
Campus	Undeveloped	Final Map	Permitted	Construction	Total	
North Campus	109.77	35.37	463.13	103.32	711.59	
South Campus	86.62	84.04	284.21	9.30	464.17	
Zone 4	0.00	127.74	0.00	0.00	127.74	
Total 2024/2025 Benefit Units	196.39	247.15	747.34	112.62	1,303.50	

Note: There are 0 benefit units in Benefit Zone 2. There is one (1) benefit unit within Benefit Zone 3 which is included as part of the Benefit Zone 1, North Campus Permitted benefit unit category.

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

Fiscal Year 2024/2025 Benefit Zone Effective Assessments					
FY 2024/2025 Assessment Per Benefit Unit					
	Undeveloped	Final Map	Permitted	Construction	
North Campus	\$0.00	\$2,396.03	\$2,396.03	\$2,396.03	
South Campus	\$0.00	\$2,403.56	\$2,403.56	\$2,403.56	
FY 2024/2025 Total Assessments					
Campus	Undeveloped	Final Map	Permitted	Construction	Total
North Campus	\$0.00	\$84,747.38	\$1,079,721.96	\$247,557.70	\$1,412,027.04
South Campus	0.00	201,995.02	683,115.64	22,353.10	907,463.76
Total 2024/2025 Assessments	\$0.00	\$286,742.40	\$1,762,837.60	\$269,910.80	\$2,319,490.80

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

APN	Benefit Units	Effective Assessment
297-100-036	0.750	\$3,470.51
297-100-041	0.125	578.42
297-100-042	0.125	578.42
Totals	1.000	\$4,627.34

The following is a summary of the Zone 4 Benefit Units and Assessments for the current fiscal year:

APN	Benefit Units	Effective Assessment
294-170-015	127.740	\$134,629.02

Reference is made to Part III, Cost Estimate for Details on the expenses assessed for Fiscal Year 2024/2025. For the specific assessment on each Lot and parcel within LLMD 1, for all improvements, for the Fiscal Year commencing July 1, 2024 to June 30, 2025 reference is made to Part IV, Assessment Roll included herein.

Part III- Cost Estimate

Fiscal Year 2024/2025 Cost Estimate Landscaping and Lighting Maintenance District No. 1 March Joint Powers Authority

Proposed Budget 2024/2025					
Description	North Campus	South Campus	BZ 3	BZ 4	Total
	BZ 1	BZ 1			
ASSESSMENTS	\$1,412,027.04	\$907,463.76	\$34,577.68	\$134,629.00	\$2,488,697.48
Net Operating Revenue	\$1,412,027.04	\$907,463.76	\$34,577.68	\$134,629.00	\$2,488,697.48
Total Revenue	\$1,412,027.04	\$907,463.76	\$34,577.68	\$134,629.00	\$2,488,697.48
IMPROVEMENTS					
Traffic Signals	\$18,696.18	\$6,955.01	\$0.00	\$4,915.81	\$30,567.00
Signage	200.94	104.58	0.00	51.09	356.62
Lighting	42,791.20	29,810.83	0.00	10,438.32	83,040.35
Landscaping	665,280.60	293,275.04	1,813.51	\$8,550.85	1,018,900.00
Drainage	112,723.31	42,244.13	0.00	2,395.06	157,362.50
Street Sweeping	35,633.98	20,000.00	0.00	5,122.02	60,756.00
Graffiti Removal/ Vandalism	2,156.88	1,852.18	0.00	575.99	4,585.05
Total Improvements Expenses	\$877,463.09	\$394,241.77	\$1,813.51	\$82,049.15	\$1,355,567.52
INCIDENTAL EXPENSES					
Salaries and Wages	\$43,037.41	\$28,691.61	\$125.07	\$4,451.34	\$76,305.42
Benefits	6,941.46	4,627.64	20.24	717.95	12,307.29
PERS Contributions	4,248.55	2,832.36	12.39	439.42	7,532.73
Medicare Tax	716.04	477.36	2.09	74.06	1,269.55
Workers Compensation Ins	3,066.45	2,044.30	8.93	317.16	5,436.85
Unfunded Accrued Liability	20,276.77	13,517.85	59.03	2,097.22	35,950.87
Operations	11,483.09	7,655.39	33.49	1,187.69	20,359.66
Transportation/Communication	5,881.65	3,907.77	17.09	606.27	10,392.78
Liability Insurance - PERMA	8,275.29	5,516.86	24.09	855.91	14,672.16
Assessment Engineer	6,206.46	4,137.64	18.10	641.93	11,004.12
Professional Services*	52,295.13	34,863.42	152.50	5,408.86	92,719.90
Publication	137.92	91.95	0.40	14.27	244.54
Contingency	0.00	0.00	0.00	0.00	0.00
Total Incidental Expenses	\$162,546.22	\$108,364.15	\$473.43	\$16,812.07	\$288,195.87
CAPITAL IMPROVEMENTS					
Sidewalk Repairs	\$121,973.03	\$100,180.55	\$501.94	\$11,727.14	\$234,382.66
Tree Replacement	121,973.03	100,180.55	501.94	11,727.14	234,382.66
Park Improvements	95,545.54	78,474.76	393.18	9,186.26	183,599.75
Van Buren Pavement Repairs	8,131.54	6,678.70	33.46	781.81	15,625.51
Vehicle Purchase	24,394.61	20,036.11	100.39	2,345.43	46,876.53
Total Capital Improvements	\$372,017.73	\$305,550.68	\$1,530.91	\$35,767.79	\$714,867.10
Total Revenue	\$1,412,027.04	\$907,463.76	\$34,577.68	\$134,629.00	\$2,488,697.48
Total Expenses	\$1,412,027.04	\$808,156.59	\$3,817.85	\$134,629.00	\$2,358,630.48
Projected Net Revenue	\$0.00	\$99,307.17	\$30,759.83	\$0.00	\$130,067.00
Beginning Fund Balance	\$0.00	\$3,105,281.12	\$16,198.88	\$0.00	\$3,121,480.00
Projected Net Revenue	\$0.00	\$99,307.17	\$30,759.83	\$0.00	\$130,067.00
PROJECTED ENDING FUND BALANCE	\$0.00	\$3,204,588.29	\$46,958.71	\$0.00	\$3,251,547.00

Note: Totals may not tie due to rounding.

* At present, March JPA provides LLMMD #1 management services through use of the Trilake Landscape Architect. These services were previously performed by March JPA staff.

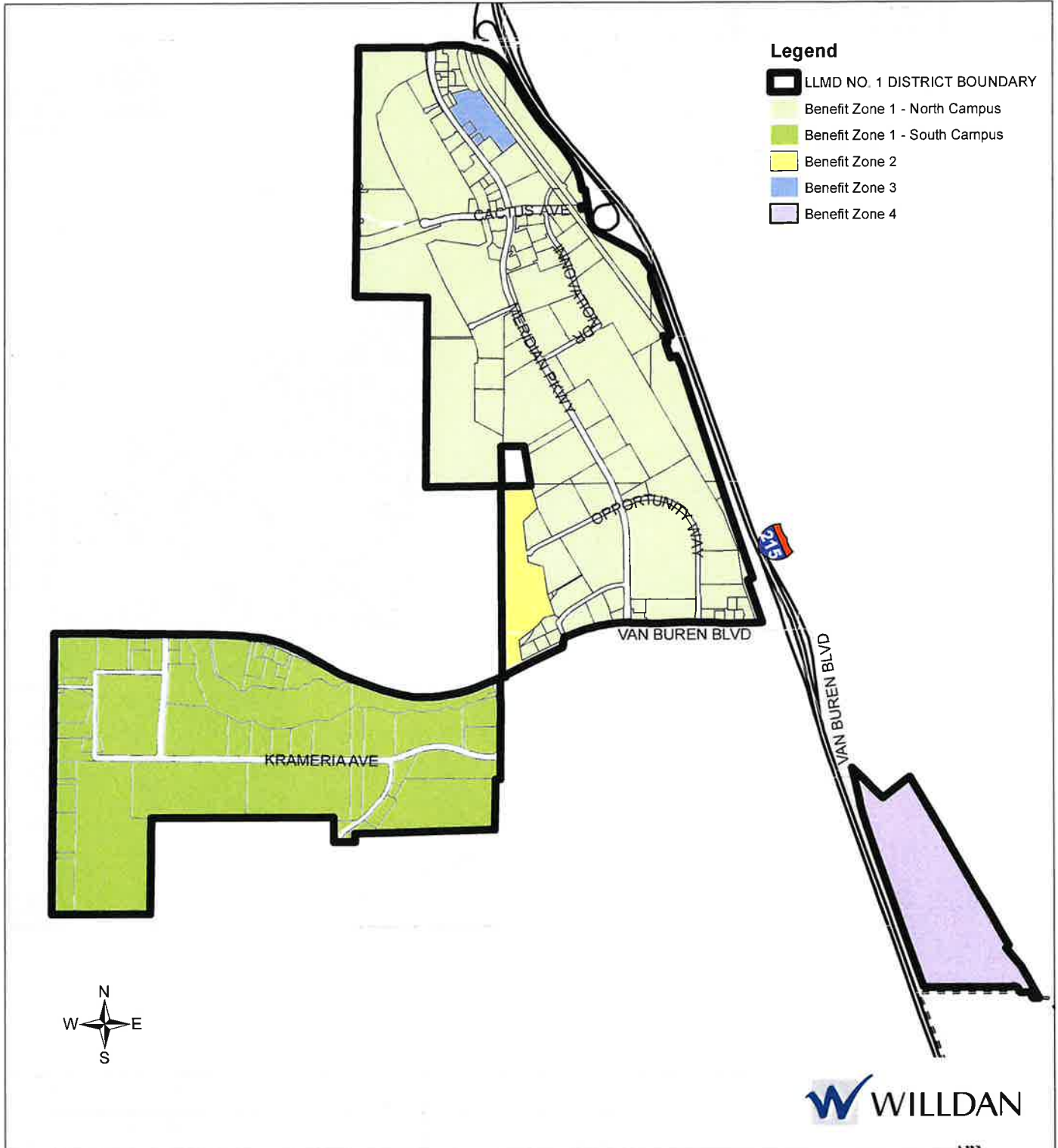
Part IV- Diagram

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

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

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

**ASSESSMENT DIAGRAM OF
 LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
 MARCH JOINT POWERS AUTHORITY
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2024/2025**



Part V- Traffic Signals

The following shows the agreement for traffic signal and highway safety lighting installations maintenance cost between the March Joint Powers and County of Riverside.

APPENDIX A**AGREEMENT FOR TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING
INSTALLATIONS MAINTENANCE COST BETWEEN THE****MARCH JOINT POWERS
AND COUNTY OF RIVERSIDE**

Location	City	% Owned
VAN BUREN BLVD & I 215 FWY Date Energized 2/9/2022	SG: MARCH JOINT POWERS LT: 8102 FL:	100
MERIDIAN PKWY & VAN BUREN BLVD Date Energized 1/17/1978	SG: 1137 COUNTY OF RIVERSIDE LT: MARCH JOINT POWERS FL:	75 25
VAN BUREN BLVD & VILLAGE WEST DR Date Energized 1/25/1990	SG: 1187 COUNTY OF RIVERSIDE LT: MARCH JOINT POWERS FL:	67 33
OPPORTUNITY WAY & VAN BUREN BLVD Date Energized 1/21/2016	SG: 1586 COUNTY OF RIVERSIDE LT: MARCH JOINT POWERS FL:	67 33
CACTUS AVE & MERIDIAN PKWY Date Energized 4/20/2006	SG: 7109 MARCH JOINT POWERS LT: FL:	100
MERIDIAN PKWY & OPPORTUNITY WAY Date Energized 9/9/2008	SG: 7160 MARCH JOINT POWERS LT: FL:	100
MEYER DR & RIVERSIDE DR Date Energized 10/21/2007	SG: 7161 MARCH JOINT POWERS LT: FL:	100
CACTUS AVE & INNOVATION WAY Date Energized 9/14/2010	SG: 7176 MARCH JOINT POWERS LT: FL:	100
MERIDIAN PKWY & STATION ACCESS RD Date Energized 4/26/2006	SG: 7538 MARCH JOINT POWERS LT: FL:	100

APPENDIX A

**AGREEMENT FOR TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING
INSTALLATIONS MAINTENANCE COST BETWEEN THE
MARCH JOINT POWERS
AND COUNTY OF RIVERSIDE**



Location	City	% Owned
VILLAGE WEST DR & KRAMERIA AVE Date Energized 4/17/2019	SG: 7547 MARCH JOINT POWERS LT: FL:	100
MERIDIAN PKWY & TRUCK ACCESS RD Date Energized 5/18/2020	SG: 7565 MARCH JOINT POWERS LT: FL:	100
KRAMERIA AVE & BUNDY AVE Date Energized 8/7/2023	SG: 7613 MARCH JOINT POWERS LT: FL:	100
VAN BUREN BLVD & STARLIFTER Date Energized 6/15/2023	SG: 7615 MARCH JOINT POWERS LT: FL:	100
VAN BUREN BLVD & PEGASUS Date Energized 6/15/2023	SG: 7616 MARCH JOINT POWERS LT: FL:	100

Part VI- Assessment Roll

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

For the specific assessment on each Lot and parcel within LLMD 1, for all improvements, for the Fiscal Year commencing July 1, 2024 to June 30, 2025, reference is made to the Assessment Roll following herein.

March Joint Powers Authority
Landscaping and Lighting Maintenance District No. 1
Fiscal Year 2024/25 Preliminary Assessment Roll
(Sorted by Assessor's Parcel Number)

Assessor's Parcel Number	Situs Address	Campus	Zone	Type	Benefit Units	Benefit Units - Zone 3	Charge
294-040-035	21803 AUTHORITY WAY	North	1	Construction	8.60		\$20,605.84
294-040-037	SITUS NOT AVAILABLE	North	1	Construction	6.59		15,789.82
294-040-038	21807 AUTHORITY WAY	North	1	Construction	8.56		20,510.00
294-050-080	15801 MERIDIAN PKWY	North	1	Permitted	24.62		58,990.24
294-050-081	SITUS NOT AVAILABLE	North	1	Final Map	6.37		15,262.70
294-070-025	15750 MERIDIAN PKWY	North	1	Permitted	45.00		107,821.34
294-070-031	22220 OPPORTUNITY WAY	North	1	Permitted	9.90		23,720.68
294-070-038	22000 OPPORTUNITY WAY	North	1	Permitted	26.92		64,501.12
294-070-040	22310 VAN BUREN BLVD	North	1	Permitted	1.43		3,426.32
294-070-041	22300 VAN BUREN BLVD	North	1	Permitted	1.31		3,138.78
294-070-043	22380 VAN BUREN BLVD	North	1	Permitted	9.08		21,755.94
294-070-044	SITUS NOT AVAILABLE	North	1	Final Map	6.47		15,502.30
294-070-045	22400 VAN BUREN BLVD	North	1	Permitted	1.58		3,785.72
294-070-046	22400 VAN BUREN BLVD	North	1	Permitted	0.99		2,372.06
294-070-047	22420 VAN BUREN BLVD	North	1	Permitted	1.14		2,731.46
294-070-048	22430 VAN BUREN BLVD	North	1	Permitted	0.90		2,156.42
294-070-049	SITUS NOT AVAILABLE	North	1	Permitted	2.35		5,630.66
294-070-050	SITUS NOT AVAILABLE	North	1	Final Map	0.84		2,012.66
294-100-020	20800 KRAMERIA AVE	South	1	Final Map	22.96		55,185.72
294-100-037	SITUS NOT AVAILABLE	South	1	Undeveloped	14.15		0.00
294-100-038	SITUS NOT AVAILABLE	South	1	Undeveloped	7.41		0.00
294-100-039	SITUS NOT AVAILABLE	South	1	Undeveloped	1.89		0.00
294-100-040	SITUS NOT AVAILABLE	South	1	Undeveloped	2.81		0.00
294-100-041	SITUS NOT AVAILABLE	South	1	Undeveloped	2.99		0.00
294-100-042	SITUS NOT AVAILABLE	South	1	Undeveloped	0.28		0.00
294-100-044	SITUS NOT AVAILABLE	South	1	Undeveloped	4.81		0.00
294-100-045	20201 CAROLINE WAY	South	1	Permitted	35.98		86,480.08
294-100-050	SITUS NOT AVAILABLE	South	1	Permitted	0.17		408.60
294-100-051	SITUS NOT AVAILABLE	South	1	Permitted	0.53		1,273.88
294-100-052	SITUS NOT AVAILABLE	South	1	Permitted	1.08		2,595.84
294-100-053	SITUS NOT AVAILABLE	South	1	Final Map	1.00		2,403.56
294-100-054	SITUS NOT AVAILABLE	South	1	Final Map	2.37		5,696.42
294-100-055	SITUS NOT AVAILABLE	South	1	Final Map	1.19		2,860.22
294-100-058	20900 KRAMERIA AVE	South	1	Final Map	10.74		25,814.22
294-100-059	20820 KRAMERIA AVE	South	1	Final Map	5.98		14,373.28
294-100-060	20840 KRAMERIA AVE	South	1	Final Map	4.83		11,609.18
294-100-061	20880 KRAMERIA AVE	South	1	Final Map	3.97		9,542.12
294-100-062	20900 KRAMERIA AVE	South	1	Final Map	5.07		12,186.04
294-100-063	SITUS NOT AVAILABLE	South	1	Permitted	9.45		22,713.64
294-110-010	20801 KRAMERIA AVE	South	1	Permitted	48.02		115,418.94
294-110-011	20901 KRAMERIA AVE	South	1	Permitted	44.53		107,030.52
294-120-054	20900 KRAMERIA AVE	South	1	Final Map	4.72		11,344.80
294-120-060	SITUS NOT AVAILABLE	South	1	Final Map	0.34		817.20
294-120-063	SITUS NOT AVAILABLE	South	1	Final Map	6.12		14,709.78
294-120-064	SITUS NOT AVAILABLE	South	1	Final Map	7.22		17,353.70
294-170-015	SITUS NOT AVAILABLE		4	Final Map	127.74		134,629.00
294-640-001	15001 MERIDIAN PKWY	North	1	Permitted	18.43		44,158.82
294-640-005	15001 MERIDIAN PKWY	North	1	Permitted	1.61		3,857.60
294-640-006	SITUS NOT AVAILABLE	North	1	Permitted	1.23		2,947.10
294-640-011	15001 MERIDIAN PKWY	North	1	Permitted	3.77		9,033.02
294-640-018	14800 MERIDIAN PKWY	North	1	Permitted	8.41		20,150.60
294-640-026	SITUS NOT AVAILABLE	North	1	Permitted	3.42		8,194.42
294-640-030	SITUS NOT AVAILABLE	North	1	Permitted	7.20		17,251.40
294-640-033	SITUS NOT AVAILABLE	North	1	Permitted	8.72		20,893.38
294-640-034	14950 MERIDIAN PKWY	North	1	Permitted	59.45		142,443.98
294-650-001	21800 OPPORTUNITY WAY	North	1	Permitted	5.02		12,028.06
294-650-002	21822 OPPORTUNITY WAY	North	1	Permitted	13.35		31,987.00
294-650-003	15555 MERIDIAN PKWY	North	1	Permitted	7.04		16,868.04
294-650-010	SITUS NOT AVAILABLE	North	1	Final Map	0.19		455.24
294-650-011	15555 MERIDIAN PKWY	North	1	Permitted	3.23		7,739.16
294-670-001	SITUS NOT AVAILABLE	South	1	Permitted	8.99		21,608.00
294-670-002	SITUS NOT AVAILABLE	South	1	Permitted	6.39		15,358.74
294-670-003	SITUS NOT AVAILABLE	South	1	Permitted	4.57		10,984.26
294-670-004	20801 KRAMERIA AVE	South	1	Permitted	78.46		188,583.30

Assessor's Parcel Number	Situs Address	Campus	Zone	Type	Benefit Units	Benefit Units - Zone 3	Charge
294-670-005	SITUS NOT AVAILABLE	South	1	Permitted	2.94		7,066.46
294-680-004	SITUS NOT AVAILABLE	South	1	Permitted	1.16		2,788.12
294-680-005	20631 VAN BUREN BLVD	South	1	Permitted	0.89		2,139.16
294-680-006	20641 VAN BUREN BLVD	South	1	Permitted	1.44		3,461.12
294-680-008	SITUS NOT AVAILABLE	South	1	Undeveloped	10.77		0.00
294-680-009	SITUS NOT AVAILABLE	South	1	Undeveloped	3.06		0.00
294-680-010	SITUS NOT AVAILABLE	South	1	Undeveloped	5.00		0.00
294-680-011	SITUS NOT AVAILABLE	South	1	Undeveloped	1.40		0.00
294-690-002	21101 KRAMERIA AVE	South	1	Permitted	7.31		17,570.02
294-690-003	SITUS NOT AVAILABLE	South	1	Final Map	3.07		7,378.92
294-690-004	SITUS NOT AVAILABLE	South	1	Final Map	0.95		2,283.38
294-690-005	21201 KRAMERIA AVE	South	1	Permitted	3.03		7,282.78
294-690-006	SITUS NOT AVAILABLE	South	1	Final Map	3.51		8,436.48
294-701-001	21840 VAN BUREN BLVD ##1	North	1	Final Map	0.81		1,940.78
294-701-002	SITUS NOT AVAILABLE	North	1	Final Map	0.81		1,940.78
294-701-003	21830 VAN BUREN BLVD ##2	North	1	Final Map	0.59		1,413.64
294-701-004	21810 VAN BUREN BLVD ##3	North	1	Final Map	0.90		2,156.42
294-701-005	21800 VAN BUREN BLVD ##4	North	1	Final Map	0.56		1,341.76
294-701-006	21820 VAN BUREN BLVD ##5	North	1	Final Map	0.45		1,078.20
294-701-008	21770 VAN BUREN BLVD ##6	North	1	Final Map	0.91		2,180.38
294-701-009	21790 VAN BUREN BLVD ##7	North	1	Final Map	1.20		2,875.22
294-701-010	21780 VAN BUREN BLVD ##8	North	1	Final Map	1.20		2,875.22
294-701-011	21760 VAN BUREN BLVD ##9	North	1	Final Map	0.91		2,180.38
294-701-012	21760 VAN BUREN AVE	North	1	Final Map	0.91		2,180.38
294-701-014	21850 VAN BUREN BLVD ##10	North	1	Final Map	0.84		2,012.66
294-701-015	21860 VAN BUREN BLVD	North	1	Final Map	0.95		2,276.22
294-701-016	21870 VAN BUREN BLVD ##12	North	1	Final Map	1.11		2,659.58
294-710-018	21880 VAN BUREN BLVD	North	1	Final Map	1.45		3,474.24
294-710-001	21550 VAN BUREN BLVD	North	1	Permitted	1.65		3,953.44
294-710-002	21650 VAN BUREN BLVD	North	1	Permitted	1.21		2,899.18
294-710-003	21750 VAN BUREN BLVD	North	1	Permitted	1.34		3,210.68
294-710-004	21700 VAN BUREN BLVD	North	1	Permitted	1.51		3,618.00
294-710-005	21600 VAN BUREN BLVD	North	1	Permitted	1.42		3,402.36
297-100-041	14140 MERIDIAN PKWY	North	3	Permitted	0.95	0.13	2,854.64
297-100-042	14200 MERIDIAN PKWY	North	3	Permitted	0.70	0.13	2,255.62
297-100-047	SITUS NOT AVAILABLE	North	1	Permitted	3.10		7,427.68
297-100-048	SITUS NOT AVAILABLE	North	1	Permitted	1.85		4,432.64
297-100-065	14305 MERIDIAN PKWY	North	1	Permitted	3.28		7,858.96
297-100-083	SITUS NOT AVAILABLE	North	1	Construction	1.71		4,097.20
297-100-084	21600 CACTUS AVE	North	1	Construction	19.75		47,321.58
297-110-046	21800 AUTHORITY DR	North	1	Construction	32.50		77,870.96
297-110-047	SITUS NOT AVAILABLE	North	1	Permitted	1.75		4,193.04
297-110-048	SITUS NOT AVAILABLE	North	1	Final Map	1.38		3,306.52
297-110-049	SITUS NOT AVAILABLE	North	1	Final Map	1.39		3,330.48
297-230-011	14500 INNOVATION DR	North	1	Permitted	2.34		5,606.70
297-230-012	14500 INNOVATION DR	North	1	Permitted	0.88		2,108.50
297-230-025	14530 INNOVATION DR	North	1	Permitted	4.06		9,727.88
297-230-026	14540 INNOVATION DR	North	1	Permitted	5.53		13,250.04
297-230-029	SITUS NOT AVAILABLE	North	1	Undeveloped	1.05		0.00
297-230-031	14600 INNOVATION DR	North	1	Permitted	26.89		64,429.24
297-231-002	14575 INNOVATION DR	North	1	Permitted	1.05		2,515.82
297-231-005	14575 INNOVATION DR	North	1	Permitted	0.01		23.96
297-231-006	14575 INNOVATION DR	North	1	Permitted	16.53		39,606.36
297-231-007	14538 MERIDIAN WAY	North	1	Permitted	1.38		3,306.52
297-231-008	14528 MERIDIAN WAY	North	1	Permitted	2.81		6,732.84
297-231-009	14518 MERIDIAN PKWY	North	1	Permitted	3.08		7,379.76
297-231-010	21801 CACTUS AVE	North	1	Permitted	0.95		2,276.22
297-231-011	21803 CACTUS AVE	North	1	Permitted	1.33		3,186.70
297-231-012	14519 INNOVATION DR	North	1	Permitted	2.40		5,750.46
297-231-013	14529 INNOVATION DR	North	1	Permitted	1.96		4,696.20
297-231-014	14539 INNOVATION DR	North	1	Permitted	3.24		7,763.12
297-231-015	14605 INNOVATION DR	North	1	Permitted	8.78		21,037.14
297-231-016	14555 MERIDIAN PKWY	North	1	Permitted	10.80		25,877.12
297-232-004	14813 MERIDIAN PKWY	North	1	Permitted	29.41		70,467.24
297-232-005	14751 MERIDIAN PKWY	North	1	Permitted	5.63		13,489.64
297-232-006	SITUS NOT AVAILABLE	North	1	Final Map	3.03		7,259.96
297-233-001	21804 CACTUS AVE ##1-1	North	1	Permitted	0.24		575.04
297-233-002	21804 CACTUS AVE ##1-2	North	1	Permitted	0.14		335.44
297-233-003	21804 CACTUS AVE ##1-3	North	1	Permitted	0.15		359.40

Assessor's Parcel Number	Situs Address	Campus	Zone	Type	Benefit Units	Benefit Units - Zone 3	Charge
297-233-004	21804 CACTUS AVE ##1-4	North	1	Permitted	0.18		431.28
297-233-005	21804 CACTUS AVE ##1-5	North	1	Permitted	0.13		311.48
297-233-006	21804 CACTUS AVE ##1-6	North	1	Permitted	0.55		1,317.80
297-233-007	CACTUS AVE ##2-1	North	1	Permitted	0.19		455.24
297-233-008	CACTUS AVE ##2-2	North	1	Permitted	0.13		311.48
297-233-009	CACTUS AVE ##2-3	North	1	Permitted	0.15		359.40
297-233-010	CACTUS AVE ##2-4	North	1	Permitted	0.18		431.28
297-233-011	CACTUS AVE ##3-1	North	1	Permitted	0.19		455.24
297-233-012	CACTUS AVE ##3-2	North	1	Permitted	0.19		455.24
297-233-013	CACTUS AVE ##3-3	North	1	Permitted	0.18		431.28
297-233-014	21800 CACTUS AVE ##3-4	North	1	Permitted	0.19		455.24
297-233-015	21800 CACTUS AVE ##4-1	North	1	Permitted	0.12		287.52
297-233-016	21800 CACTUS AVE ##4-2	North	1	Permitted	0.15		359.40
297-233-017	21800 CACTUS AVE ##4-3	North	1	Permitted	0.14		335.44
297-233-018	21800 CACTUS AVE ##5-1	North	1	Permitted	0.23		551.08
297-233-019	21800 CACTUS AVE ##5-2	North	1	Permitted	0.25		599.00
297-233-020	21800 CACTUS AVE ##5-3	North	1	Permitted	0.16		383.36
297-233-021	21800 CACTUS AVE ##5-4	North	1	Permitted	0.16		383.36
297-233-022	21828 CACTUS AVE ##6-1	North	1	Permitted	0.14		335.44
297-233-023	21828 CACTUS AVE ##6-2	North	1	Permitted	0.18		431.28
297-233-024	21828 CACTUS AVE ##6-3	North	1	Permitted	0.13		311.48
297-233-025	21828 CACTUS AVE ##6-4	North	1	Permitted	0.13		311.48
297-233-026	21832 CACTUS AVE ##7-1	North	1	Permitted	0.16		383.36
297-233-027	21832 CACTUS AVE ##7-2	North	1	Permitted	0.09		215.64
297-233-028	21832 CACTUS AVE ##7-3	North	1	Permitted	0.14		335.44
297-233-029	21832 CACTUS AVE ##7-4	North	1	Permitted	0.13		311.48
297-233-030	21800 CACTUS AVE ##8-1	North	1	Permitted	0.15		359.40
297-233-031	21800 CACTUS AVE ##8-2	North	1	Permitted	0.23		551.08
297-233-032	21800 CACTUS AVE ##8-3	North	1	Permitted	0.19		455.24
297-233-033	21800 CACTUS AVE ##8-4	North	1	Permitted	0.16		383.36
297-233-034	21800 CACTUS AVE ##9-1	North	1	Permitted	1.07		2,563.74
297-233-035	21800 CACTUS AVE ##10-1	North	1	Permitted	1.07		2,563.74
297-240-001	14477 MERIDIAN PKWY	North	1	Permitted	0.71		1,701.18
297-240-003	14457 MERIDIAN PKWY	North	1	Permitted	0.85		2,036.62
297-240-004	14437 MERIDIAN PKWY	North	1	Permitted	0.81		1,940.78
297-240-005	14407 MERIDIAN PKWY	North	1	Permitted	0.61		1,461.56
297-240-006	14417 MERIDIAN PKWY	North	1	Permitted	0.47		1,126.12
297-241-001	14467 MERIDIAN PKWY ##A	North	1	Permitted	0.26		622.96
297-241-002	14467 MERIDIAN PKWY	North	1	Permitted	0.26		622.96
297-241-004	14427 MERIDIAN PKWY ##7A	North	1	Permitted	0.26		622.96
297-241-005	14427 MERIDIAN PKWY ##7B	North	1	Permitted	0.26		622.96
297-241-006	14427 MERIDIAN PKWY ##7C	North	1	Permitted	0.26		622.96
297-241-007	14427 MERIDIAN PKWY ##7D	North	1	Permitted	0.26		622.96
297-241-008	14427 MERIDIAN PKWY ##7E	North	1	Permitted	0.26		622.96
297-241-009	14427 MERIDIAN PKWY ##7F	North	1	Permitted	0.26		622.96
297-241-010	14427 MERIDIAN PKWY ##7G	North	1	Permitted	0.26		622.96
297-241-011	14427 MERIDIAN PKWY ##7H	North	1	Permitted	0.26		622.96
297-241-012	14427 MERIDIAN PKWY ##7I	North	1	Permitted	0.26		622.96
297-241-013	14427 MERIDIAN PKWY ##7J	North	1	Permitted	0.26		622.96
297-270-001	14120 MERIDIAN PKWY	North	1	Permitted	0.57		1,365.72
297-270-002	14130 MERIDIAN PKWY	North	1	Permitted	0.42		1,006.32
297-270-003	14100 MERIDIAN PKWY	North	1	Permitted	0.51		1,221.96
297-270-004	14080 MERIDIAN PKWY	North	1	Permitted	0.74		1,773.06
297-270-005	14060 MERIDIAN PKWY	North	1	Permitted	0.43		1,030.28
297-270-006	14020 MERIDIAN PKWY	North	1	Permitted	0.92		2,204.34
297-270-007	14000 MERIDIAN PKWY	North	1	Permitted	1.06		2,539.78
297-270-008	14040 MERIDIAN PKWY	North	1	Permitted	1.91		4,576.40
297-270-009	14068 MERIDIAN PKWY	North	1	Permitted	0.72		1,725.14
297-270-010	14078 MERIDIAN PKWY	North	1	Permitted	1.03		2,467.90
297-270-011	14118 MERIDIAN PKWY	North	1	Permitted	0.83		1,988.70
297-270-012	SITUS NOT AVAILABLE	North	1	Permitted	0.23		551.08
294-040-031	SITUS NOT AVAILABLE	North	1	Construction	25.24		60,475.78
294-050-050	SITUS NOT AVAILABLE	North	2	Undeveloped	38.05		0.00
294-060-013	SITUS NOT AVAILABLE	North	1	Undeveloped	3.23		0.00
294-060-018	SITUS NOT AVAILABLE	North	1	Undeveloped	28.41		0.00
294-070-014	SITUS NOT AVAILABLE	North	1	Undeveloped	1.41		0.00
294-070-039	SITUS NOT AVAILABLE	North	1	Final Map	2.10		5,031.66
294-100-043	SITUS NOT AVAILABLE	South	1	Undeveloped	0.29		0.00
294-100-048	SITUS NOT AVAILABLE	South	1	Construction	1.17		2,812.16

Assessor's Parcel Number	Situs Address	Campus	Zone	Type	Benefit Units	Benefit Units - Zone 3	Charge
294-100-049	SITUS NOT AVAILABLE	South	1	Construction	8.13		19,540.94
294-120-022	SITUS NOT AVAILABLE	South	1	Undeveloped	7.15		0.00
294-120-036	SITUS NOT AVAILABLE	North	2	Undeveloped	5.30		0.00
294-120-051	20900 KRAMERIA AVE	South	1	Permitted	10.81		25,982.48
294-120-052	SITUS NOT AVAILABLE	South	1	Permitted	18.44		44,321.64
294-120-053	SITUS NOT AVAILABLE	South	1	Permitted	0.02		48.06
294-130-014	SITUS NOT AVAILABLE	South	1	Undeveloped	16.54		0.00
294-680-001	SITUS NOT AVAILABLE	South	1	Undeveloped	8.07		0.00
297-100-036	14160 MERIDIAN PKWY	North	3	Permitted	10.85	0.75	29,467.42
297-100-037	SITUS NOT AVAILABLE	North	1	Permitted	2.62		6,277.58
297-100-038	14350 MERIDIAN PKWY	North	1	Permitted	8.54		20,462.08
297-100-057	SITUS NOT AVAILABLE	North	1	Undeveloped	5.25		0.00
297-100-059	SITUS NOT AVAILABLE	North	1	Undeveloped	13.55		0.00
297-100-064	14205 MERIDIAN PKWY	North	1	Permitted	3.29		7,882.92
297-100-085	SITUS NOT AVAILABLE	North	1	Construction	0.37		886.52
297-110-033	SITUS NOT AVAILABLE	North	1	Undeveloped	11.04		0.00
297-160-014	SITUS NOT AVAILABLE	North	1	Undeveloped	2.48		0.00
Total:					1,303.50	1.00	\$2,488,697.48

RESOLUTION JPA 24-08

A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2024-2025 FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 (LLMD NO. 1) OF THE MARCH JOINT POWERS AUTHORITY

WHEREAS, on May 8, 2024, the Commission (the "Commission") of the March Joint Powers Authority (the "Authority") adopted Resolution #JPA 24-07 initiating proceedings for the levy of annual assessments for fiscal year 2024-2025 for Landscaping and Lighting Maintenance District No. 1 ("LLMD No. 1"), March Joint Powers Authority and ordered Willdan Financial Services, the Engineer for LLMD No. 1 ("Engineer"), to prepare and file a report in accordance with Section 22565 and 22622 of the California Streets and Highways Code ("Code"); and

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

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

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

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

SECTION 2. The diagram showing LLMD No. 1, referred to and described in the Report, depicts the boundaries of the subdivisions of the land within said LLMD No. 1, as the same existed at the time of passage of Resolution #JPA 24-07 initiating proceedings to levy and collect annual special benefit assessments, and is hereby preliminary approved and confirmed.

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

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

ADOPTED, SIGNED AND APPROVED this 8th day of May 2024.

Edward A. Delgado, Chair
March Joint Powers Authority

ATTEST:

I, Cindy Camargo, Clerk of the Commission of the March Joint Powers Authority, do hereby certify that the foregoing Resolution JPA 24-08 was duly and regularly adopted by the Commission of the March Joint Powers Authority at a regular meeting thereof held on 8th day of May, 2024, by the following called vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: May 8, 2024

Cindy Camargo, CAP
Clerk, March Joint Powers Authority Commission

RESOLUTION JPA 24-09

A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS AUTHORITY DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2024-2025 WITHIN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 (LLMD NO. 1), PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO.

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

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

WHEREAS, as ordered by the Commission, Willdan Financial Services, the Engineer for LLMD No. 1 (“Engineer”) has filed with the Secretary of the Authority a report (the “Report”) regarding the fiscal year 2024-2025 assessments which are proposed to be levied and collected from the owners of assessable property within the LLMD No. 1 to pay the costs of the installation, operation, maintenance and servicing of signage and lighting, traffic signals, landscaping, street sweeping, graffiti removal, drainage facilities, and improvements appurtenant thereto and any incidental expenses in connection therewith; and

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

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

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

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

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

(c) The assessments, which are proposed to be levied for fiscal year 2024-2025 on all parcels of assessable property that are included in LLMD No. 1 are based on special benefits conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and/or servicing of signage and lighting, traffic signals, landscaping, street sweeping, graffiti removal, drainage facilities, and appurtenant improvements thereto and incidental expenses in connection therewith.

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

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

SECTION 2. Intention. Pursuant to the Act, the Commission hereby declares its intention to levy and collect assessments on all lots and parcels of assessable property within the boundaries of the LLMD No. 1 for fiscal year 2024-2025 to pay the costs of the installation, operation, maintenance and servicing of signage and lighting, traffic signals, landscaping, street sweeping, graffiti removal, drainage facilities, and appurtenant facilities thereto and incidental expenses in connection therewith. Such assessments will be collected at the same time and in the same manner as county taxes are collected, and all laws providing for the collection and enforcement of county taxes shall apply to the collection and enforcement of the assessments.

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

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

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

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

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

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

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

(g) street sweeping; and

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

SECTION 4. Parcels Included Within LLMD No. 1. The property which is proposed be included within the proposed LLMD No. 1 and which shall comprise LLMD No. 1 is the property which is identified in that certain diagram, on file in the Office of the Secretary of the Authority, entitled “Assessment Diagram of Landscaping and Lighting Maintenance District No. 1, March Joint Powers Authority, County of Riverside, State of California, Fiscal Year 2024/2025” as included within the exterior boundary line shown upon said diagram, and further described and shown in the Report.

SECTION 5. Report and Assessments. The Report, which is on file with the Secretary of the Authority, and which has been presented to the Commission at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the improvements, the boundaries of LLMD No. 1 and the assessments which are proposed to be levied on the assessable lots and parcels of property within LLMD No. 1 for fiscal year 2024-2025.

SECTION 6. Duration of Assessment and Inflation Increases Thereon. The assessment shall be levied on all parcels of the assessable property within the LLMD No. 1, as identified in the Engineer’s Report, so long as the assessments are necessary to finance the Improvements specified in Section 3, herein. The maximum assessment amount of \$2,396.03 per Benefit Unit levied under Benefit Zone 1, North Campus, as contained in the Engineer’s Report, is increased from the previous year, but is proposed to be adjusted in accordance with previously authorized adjustments. The maximum assessment amount of \$3,662.37 per Benefit Unit under Benefit Zone 1, South Campus, as contained in the Engineer’s Report, is increased from the previous year but is proposed to be adjusted in accordance with previously authorized adjustments. The effective assessment amount of \$2,403.56 per Benefit Unit levied under Benefit Zone 1, South Campus, as contained in the Engineer’s Report is increased from the previous year, but is proposed to be adjusted in accordance with previously authorized adjustments. A zero-assessment amount will be levied under Benefit Zone 2. The maximum assessment amount of \$4,627.34 per Benefit Unit levied under Benefit Zone 3, as contained in the Engineer’s Report, is increased from the previous year but is proposed to be adjusted in accordance with previously authorized adjustments. The maximum assessment amount of \$1,053.93 per Benefit Unit levied under Benefit Zone 4, as contained in the Engineer’s Report, is increased from the previous year but is proposed to be adjusted in accordance with previously authorized adjustments.

SECTION 7. Hearing. Notice is hereby given that on the 12th day of June, 2024, at 3:00 p.m., in the Chambers of the Commission, in the Board Room, at 14205 Meridian Parkway, Riverside, California, is hereby fixed as the time and place for a hearing by this Commission on the question of the levying and collection of the proposed special assessments under LLMD No. 1 for the fiscal year 2024-2025. Any interested person may file a written protest with the Secretary of the Authority prior to the conclusion of the hearing, which protest must state all grounds of objection and describe the property within LLMD No. 1 owned by him or her.

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

SECTION 9. Designated Contact. The Commission does hereby designate Willdan, the Engineer for LLMD No. 1, (951) 587-3500, as the contact to answer inquiries regarding LLMD No. 1 and the levying and collection of the proposed special assessments for Fiscal Year 2024-2025.

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

ADOPTED, SIGNED AND APPROVED this 8th day of May 2024.

Edward A. Delgado, Chair
March Joint Powers Authority

ATTEST:

I, Cindy Camargo, Clerk of the Commission of the March Joint Powers Authority, do hereby certify that the foregoing Resolution JPA 24-09 was duly and regularly adopted by the Commission of the March Joint Powers Authority at a regular meeting thereof held on 8th day of May 2024, by the following called vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: May 8, 2024

Cindy Camargo, CAP
Clerk, March Joint Powers Authority Commission

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: May 8, 2024

Report: Riverside County Sheriff's Department Truck Enforcement Update

Background:

The Riverside County Sheriff's Department does commercial traffic enforcement under the existing March JPA/Riverside County Sheriff's Department contract. Truck route enforcement within the Meridian Business Park has occurred since 2022. Provided below are the dates for each enforcement period by year.

2022

- 01/26/2022 thru 02/03/2022
- 04/07/2022 thru 05/10/2022

2023

- 04/13/2023 thru 04/18/2023
- 05/10/2023 thru 05/11/2023

2024

- 02/21/2024 thru 02/28/2024
- 03/07/2024 thru 03/14/2024

The latest enforcement round occurred in February and March of this year. Overall, 42 citations for truck route violations were issued. A list of the latest enforcement actions taken is attached. The goal for 2024 is to have the Sheriff's Department conduct two rounds of enforcement each quarter.

Attachment: Incident Tracking Logs

Date	Location	Violation	Disposition	Comments
2/21/2024	INNOVATION WAY X CACTUS AVE	34506.3 VC 1245(e) VC, GLADHANDS NOT COVERED	CITE	
2/21/2024	OPPORTUNITY WAY X VAN BUREN LANE	PARKING VIOLATION IN TWO WAY LEFT TURN	WARNING	WARNED DRIVER TO MOVE SEMI TRUCK
2/21/2024	MERIDIAN PKWY X VAN BUREN	21453(c) VC- RED LEFT ARROW VIOLATION	CITE	
2/21/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAILETO OBEY SIGN	CITE	
2/21/2024	VAN BUREN X BARTON ROAD	21461(a) VC- FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
2/21/2024	OPPORTUNITY WAY X VAN BUREN	PARKING VIOLATION IN BIKE LANE	WARNING	WARNED DRIVER TO MOVE SEMI TRUCK
2/21/2024	OPPORTUNITY WAY X VAN BUREN	PARKING VIOLATION IN BIKE LANE	WARNING	WARNED DRIVER TO MOVE SEMI TRUCK
2/22/2024	VAN BUREN X BARTON ROAD	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/22/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAILETO OBEY SIGN	CITE	
2/22/2024	OPPORTUNITY WAY X VAN BUREN LANE	PARKING VIOLATION IN TWO WAY LEFT TURN	WARNING	WARNED DRIVER TO MOVE SEMI TRUCK
2/22/2024	MERIDIAN PKWY X INNOVATION	PARKING VIOLATION IN TWO WAY LEFT TURN	WARNING	WARNED DRIVER TO MOVE SEMI TRUCK
2/22/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/22/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
2/22/2024	VAN BUREN X BARTON ROAD	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/22/2024	VAN BUREN X BARTON ROAD	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/22/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/23/2024	OPPORTUNITY WAY X VAN BUREN LANE	PARKING VIOLATION IN TWO WAY LEFT TURN	WARNING	WARNED DRIVER TO MOVE SEMI TRUCK
2/23/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/23/2024	VAN BUREN X BARTON ROAD	21461(a) VC- FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
2/23/2024	VAN BUREN X BARTON ROAD	21461(a) VC- FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
2/23/2024	OPPORTUNITY WAY X VAN BUREN LANE	PARKING VIOLATION IN TWO WAY LEFT TURN	WARNING	WARNED DRIVER TO MOVE SEMI TRUCK
2/23/2024	CACTUS AVE X ELSWORTH ST	22100(B) VC - IMPROPER LEFT TURN	WARNING	VERBAL WARNING FOR CVC VIOLATION
2/26/2024	INNOVATION WAY X CACTUS AVE LANE	PARKING VIOLATION IN TWO WAY LEFT TURN	WARNING	VERBAL WARNING FOR CVC VIOLATION
2/26/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAIL TO OBEY SIGN	CITE	

2/26/2024	OPPORTUNITY WAY X MERIDIAN	PARKING VIOLATION IN TWO WAY LEFT TURN LANE	WARNING	VERBAL WARNING FOR CVC VIOLATION
2/26/2024	OPPORTUNITY WAY X VAN BUREN	PARKING VIOLATION IN TWO WAY LEFT TURN LANE	WARNING	VERBAL WARNING FOR CVC VIOLATION
2/26/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
2/26/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/26/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/26/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/26/2024	VAN BUREN X COYOYE BUSH	4000(a)(1) VC - EXPIRED REGISTRATION	CITE	
2/26/2024	VAN BUREN X BARTON ROAD	21461(a) VC- FAIL TO OBEY SIGN / 12500(d) VC	CITE	TOWED TRUCK FOR DRIVER DRIVING OUT OF CLASS
2/26/2024	VAN BUREN X BARTON ROAD	4000(a)(1) VC - EXPIRED REGISTRATION	CITE	
2/28/2024	OPPORTUNITY WAY X VAN BUREN	PARKING VIOLATION IN BIKE LANE	WARNING	WARNED DRIVER TO MOVE SEMI TRUCK
2/28/2024	OPPORTUNITY WAY X VAN BUREN	PARKING VIOLATION IN BIKE LANE	WARNING	WARNED DRIVER TO MOVE SEMI TRUCK
2/28/2024	VAN BUREN X BARTON ROAD	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/28/2024	COYOTE BUSH X VAN BUREN	21453(C) VC- RED LEFT ARROW	CITE	
2/28/2024	COYOYE BUSH N/ OF VAN BUREN	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/28/2024	VAN BUREN X COYOYE BUSH	21461(a) VC- FAIL TO OBEY SIGN	CITE	
2/28/2024	CACTUS AVE X MERIDIAN	21461(a) VC-FAIL TO OBEY SIGN	CITE	
2/28/2024	OPPORTUNITY WAY X MERIDIAN	PARKING VIOLATION IN TWO WAY LEFT TURN LANE	WARNING	VERBAL WARNING FOR CVC VIOLATION
2/28/2024	VAN BUREN X COYOYE BUSH	21461(a) VC-FAIL TO OBEY SIGN	CITE	
2/28/2024	OPPORTUNITY WAY X MERIDIAN	PARKING VIOLATION IN TWO WAY LEFT TURN LANE	WARNING	VERBAL WARNING FOR CVC VIOLATION
		Total Hours	20	

Date	Location	Violation	Disposition	Comments
3/7/2024	OPPORTUNITY X VAN BUREN	PARKING VIOLATION, TWO-WAY TURN LN	WARNING	WARNED DRIVER TO MOVE TRUCK
3/7/2024	OPPORTUNITY X VAN BUREN	PARKING VIOLATION, TWO-WAY TURN LN	WARNING	WARNED DRIVER TO MOVE TRUCK
3/7/2024	VAN BUREN X BARTON ROAD	29004(a)(1) VC, TOW VEH CONNECTION REQ	CITE	
3/7/2024	VAN BUREN X COYOTE BUSH	23114(e) VC, UNCOVERED LOAD	CITE	TOWED TRUCK FOR 12500(d) VC
3/7/2024	VAN BUREN X COYOTE BUSH	21461(a) CVC, FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
3/7/2024	OPPORTUNITY X VAN BUREN	PARKING VIOLATION, TWO-WAY TURN LN	WARNING	WARNED DRIVER TO MOVE TRUCK
3/8/2024	VAN BUREN X COYOTE BUSH	21461(a) CVC, FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
3/8/2024	VAN BUREN X BARTON ROAD	21461(a) CVC, FAIL TO OBEY SIGN	CITE	
3/8/2024	VAN BUREN X COYOTE BUSH	4000(a)(1) CVC, EXPIRED REGISTRATION	CITE	
3/8/2024	VAN BUREN X COYOTE BUSH	21453(a) CVC, RED LIGHT VIOLATION	CITE	
3/8/2024	VAN BUREN X COYOTE BUSH	4000(a)(1) CVC, EXPIRED REGISTRATION	WARNING	
3/8/2024	VAN BUREN X BARTON ROAD	21461(a) CVC, FAIL TO OBEY SIGN	CITE	
3/8/2024	VAN BUREN X COYOTE BUSH	21461(a) CVC, FAIL TO OBEY SIGN	CITE	REL VEH TO CLASS A DRIVER REF 12500(d) VC
3/12/2024	VAN BUREN X VILLAGE WEST	21453(c) CVC, RIGHT ON RED ARROW	WARNING	
3/12/2024	VAN BUREN X ORANGE TERRACE	21461(a) CVC, FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
3/12/2024	VAN BUREN X COYOTE BUSH	21461(a) CVC, FAIL TO OBEY SIGN	CITE	
3/12/2024	VAN BUREN X COYOTE BUSH	4000(a)(1) CVC, EXPIRED REGISTRATION	CITE	
3/12/2024	VAN BUREN X COYOTE BUSH	4000(a)(1) CVC, EXPIRED REGISTRATION	CITE	
3/12/2024	VAN BUREN X COYOTE BUSH	21461(a) CVC, FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
3/12/2024	VAN BUREN X COYOTE BUSH	21641(a) CVC, FAIL TO OBEY SIGN	CITE	
3/12/2024	OPPORTUNITY X VAN BUREN	21453(c) CVC, RIGHT ON RED ARROW	WARNING	
3/12/2024	VAN BUREN X BARTON ROAD	21461(a) CVC, FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
3/12/2024	VAN BUREN X ORANGE TERRACE	4000(a)(1) CVC, EXPIRED REGISTRATION	CITE	
3/12/2024	VAN BUREN X BARTON ROAD	21461(a) CVC, FAIL TO OBEY SIGN	CITE	
3/12/2024	VAN BUREN X BARTON ROAD	27465(b) CVC, BALD TIRE	CITE	
3/12/2024	VAN BUREN X BARTON ROAD	22100(b) CVC, IMPROPER UTURN	CITE	
3/12/2024	VAN BUREN X MERIDIAN PKWY	23123.5(a) CVC, CELL PHONE VIOL	CITE	

3/14/2024	INNOVATION X CACTUS	PARKING VIOLATION, TWO-WAY TURN LN	WARNING	WARNED DRIVER TO MOVE TRUCK
3/14/2024	INNOVATION X CACTUS	PARKING VIOLATION, TWO-WAY TURN LN	WARNING	WARNED DRIVER TO MOVE TRUCK
3/14/2024	VAN BUREN X BARTON ROAD	21461(a) CVC, FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
3/14/2024	VAN BUREN X TRAUTWEIN	21461(a) CVC, FAIL TO OBEY SIGN	CITE	
3/14/2024	VAN BUREN X TRAUTWEIN	21461(a) CVC, FAIL TO OBEY SIGN	WARNING	DRIVER HAD LOCAL DELIVERY
3/14/2024	BARTON X KRAMERIA	21461(a) CVC, FAIL TO OBEY SIGN	CITE	
3/14/2024	OPPORTUNITY X VAN BUREN	21453(c) CVC, RIGHT ON RED ARROW	CITE	
		Total Hours	20	

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA - Reports, Discussions and Action Items
Agenda Item No. 9 (5)

Meeting Date: May 8, 2024

Action: **REVIEW MARCH JOINT POWERS AUTHORITY RESPONSES TO GRAND JURY FINDINGS AND RECOMMENDATIONS IN A REPORT TITLED “MARGINALLY TRANSPARENT” AND DIRECT THE CHIEF EXECUTIVE OFFICER TO FINALIZE, EXECUTE, AND ISSUE A RESPONSE LETTER PRIOR TO THE 90-DAY DEADLINE**

Motion: Move to review March Joint Powers Authority responses to grand jury findings and recommendations in a report titled “Marginally Transparent” and direct the Chief Executive Officer to finalize, execute, and issue a response letter prior to the 90-day deadline.

Background:

In 2023, the Riverside County Civil Grand Jury (Grand Jury) began an interview process of March JPA staff pertaining to a proposed project within the jurisdiction of the March JPA, as well as an investigation of policies and procedures pertaining to land use practices within the March JPA. On April 10th, 2024, the Grand Jury delivered a report titled “Marginally Transparent” summarizing findings within their investigations, with recommendations for the JPA Commission’s consideration.

According to the Grand Jury report, the March JPA “generally follows the letter of the law” and while Authority activities “are transparent with the public, its transparency is principally limited to what is minimally required by the law”. The report provides 19 findings and nine recommendations for the Commission’s consideration.

March JPA staff has drafted the attached responses to the Grand Jury’s report and propose that the Commission review proposed responses and direct the CEO to finalize, execute and issue a response letter prior to the 90-day deadline outlined within the report.

Attachment(s): March Joint Powers Authority Responses to Grand Jury Findings and Recommendations in a report titled “Marginally Transparent”



RIVERSIDE COUNTY GRAND JURY

(951) 955-8990 OFFICE • (951) 955-8989 FAX

April 10, 2024

March JPA Commissioners
14205 Meridian Pkwy # 140
Riverside, Ca. 92518

Subject: 2023-2024 Grand Jury Report: March Joint Powers Authority:
Marginally Transparent March 21, 2024

Dear, Ed Delgado, Chair:

Please note that Penal Code Section 933 et seq. specifies that you file a response with the following agencies within ninety days.

Judith C. Clark, Presiding Judge
Superior Court of California, County of Riverside
4050 Main Street
Riverside, CA 92501

Riverside County Grand Jury
Post Office Box 829
Riverside, CA 92502

Riverside County Clerk-Recorder
2720 Gateway Drive
Riverside, CA 92507

Further, it specifies that this report be kept **confidential for a minimum of two working days** prior to public release. The contents of this report will be made public after the close of business **April 15, 2024**.

Sincerely,

Don Smith, Foreperson
2023-2024 Riverside County Civil Grand Jury

P.O. Box 829 – Riverside, California 92502



March Joint Powers Authority: Marginally Transparent March 21, 2024

SUMMARY

In 1993, the federal government decided to transition the March Air Force Base into the March Air Reserve Base. The result was lost jobs, economic losses, and surplus land turned over to Riverside County. Subsequently, an agreement among the County of Riverside and the cities of Moreno Valley, Perris, and Riverside established the March Joint Powers Authority (March JPA) to mitigate the negative consequences of this transition.¹

The March JPA's authority resides in its Commission. The public does not elect March JPA Commissioners. Rather, elected officials in the County of Riverside and the cities of Moreno Valley, Perris, and Riverside appoint members from their own legislative bodies to the March JPA Commission. The March JPA serves as an independent governmental agency like a city.² The March JPA manages millions of taxpayer dollars and makes decisions influencing the quality of life for county residents.

Similar to a city government, the March JPA has its own governmental structure. The March JPA's governmental structure has been established and maintained by a series of agreements, and amendments to those agreements, among the four governmental agencies comprising the March JPA for the past 30 years. In 1996, the March JPA's Commissioners approved a set of 12 goals (i.e., guiding principles) to guide their work as it strived to generate jobs and stimulate economic growth.³ Over the past three decades, the March JPA has accomplished noteworthy tasks that have benefited Riverside County residents.

There is no federal, state, or local agency that directly monitors or supervises the March JPA. However, the Riverside County Civil Grand Jury (Grand Jury) has the legal authority to

¹ March AFB Final Reuse Plan, Land Use Plan Section III, Goals and Policies, 1996, pp. I-1 to I-3. URL is located at https://www.marchjpa.com/documents/docs_forms/final_reuse_plan.pdf. Accessed November 29, 2023.

² California State Legislature Senate Local Government Committee, "Governments Working Together A Citizen's Guide to Joint Powers Agreements," August 2007, pp.11-13. URL is located at <https://sgf.senate.ca.gov/sites/sgf.senate.ca.gov/files/GWTFinalversion2.pdf>. Accessed November 2, 2023.

³ March AFB Final Reuse Plan, Land Use Plan Section III, Goals and Policies, 1996, pp. II-15 to II-19. URL is located at https://www.marchjpa.com/documents/docs_forms/final_reuse_plan.pdf. Accessed November 29, 2023.

investigate March JPA's compliance with laws, policies, and procedures.^{4,5} The Grand Jury investigated the March JPA during fiscal year 2023-2024.

The Grand Jury concluded that the March JPA generally follows the letter of the law, but not the spirit of the law. In certain instances, it is out of compliance with the law. The March JPA's activities are transparent with the public, but its transparency is principally limited to what is minimally required by law. After a thorough investigation, the Grand Jury reports 19 findings and nine recommendations for the March JPA Commission to consider. The Grand Jury also submitted six findings and four recommendations for the County of Riverside and the cities of Moreno Valley, Perris, and Riverside to consider.

BACKGROUND

March Air Force Base had a long and distinguished history. Established in 1918, this important United States Air Force Base located in Riverside County, California, played critical roles in defending the United States and supporting military forces across the globe. This facility is located near the cities of Riverside, Moreno Valley, and Perris.

March Air Force Base changed as the needs of our country changed. For example, during World War I, pilots flew in Curtiss JN-4 (i.e., double-winged) aircraft. In later decades, as part of the Strategic Air Command, pilots flew the powerful Boeing B-52 Stratofortress (i.e., long-range, subsonic, jet-powered strategic bomber capable of carrying nuclear weapons).

In 1996, March Air Force Base became the March Air Reserve Base. Currently, it is the headquarters for the Air Force Reserve Command's Fourth Air Force and the host of the 452nd Air Mobility Wing. Air Force pilots fly McDonnell Douglas/Boeing C-17 Globemaster III (i.e., large strategic transport aircraft) and Boeing KC-135 Stratotankers (i.e., military aerial refueling tanker aircraft) in and out of March Air Reserve Base.

Just as the aircraft types have changed over the years, the setting in and around March Air Force Base changed, especially after the operational air base transitioned to a reserve base (1993-1996). The transition resulted in thousands of fewer jobs, local businesses suffered, and a surplus of approximately 4,400 acres of land adjacent to the cities of Moreno Valley, Perris, and Riverside.

To alleviate job losses and stimulate economic growth, governmental leaders in the County of Riverside and the cities of Moreno Valley, Perris, and Riverside signed an agreement called the March Joint Powers Authority (March JPA).

⁴ California Legislative Information, California Penal Code §925. URL is located at https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=925.&lawCode=PEN. Accessed January 25, 2024.

⁵ California State Legislature Senate Local Government Committee, "Governments Working Together A Citizen's Guide to Joint Powers Agreements," August 2007, p. 28. URL is located at <https://sgf.senate.ca.gov/sites/sgf.senate.ca.gov/files/GWTFinalversion2.pdf>. Accessed November 2, 2023.

What is the March JPA?

The March JPA is a separate, independent governmental agency.⁶ It has legal rights, including the ability to sign contracts and hold property just like a city. The March JPA is responsible for its own debts, liabilities, and obligations.

In 1996, the United States Department of Defense (DOD) and the State of California officially recognized the March JPA as the local redevelopment agency for the surplus land surrounding the March Air Reserve Base. To comply with DOD reuse implementation requirements, the March JPA was required to develop and implement a Master Reuse Plan. Later in 1996, the March JPA Commission officially adopted the "March AFB Final Reuse Plan."⁷ The plan includes 12 goals to guide the March JPA's work to facilitate an economic recovery resulting from the base realignment. The March JPA goals are as follows:⁸

1. Protect the interest and existing commitments to adjacent residents, property owners, and local jurisdictions in planning new land uses.
2. Support private investment that can create new property taxes, sales taxes, and increase local spending.
3. Support actions to attain a clean environment at and around March AFB.
4. Support the USAF commitments to maintain the integrity of the March AFB Historic District.
5. Replace lost jobs with new and expanded employment opportunities.
6. Maximize joint use (military and civilian) opportunities at airport-related land and facilities.
7. Planning and project implementation should always consider the importance of March AFB to the overall needs of the national defense.
8. Develop active and passive open space areas that offer community recreation opportunities and open land areas for public enjoyment.
9. Work to resolve conflicts that would otherwise delay or negatively impact the reuse planning and redevelopment process.
10. Eliminate blight and generate new development within the confines of and adjacent to the March AFB.
11. Facilitate the provision of public services, i.e., sewer, water, streets, and public safety, to provide in an efficient and cost-effective manner.

⁶ California Government Codes, Title 1, Division 7, Chapter 5 – Joint Exercise of Powers, §6500 - 6539.9. URL is located at https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=6533.&article=1.&highlight=true&keyword=Joint+Powers. Accessed November 2, 2023.

⁷ March AFB Final Reuse Plan, Land Use Plan Section III, Goals and Policies, 1996, pp. II-15 to II-19. URL is located at https://www.marchjpa.com/documents/docs_forms/final_reuse_plan.pdf. Accessed November 29, 2023.

⁸ March AFB Final Reuse Plan, Land Use Plan Section III, Goals and Policies, 1996, pp. II-15 to II-19. URL is located at https://www.marchjpa.com/documents/docs_forms/final_reuse_plan.pdf. Accessed November 29, 2023.

12. Maximize the development potential as a regional Intermodal Transportation facility to support both passenger and freight-related air services.

The 1996 March JPA Commission did not adopt specific objectives and strategies to accomplish the original “March AFB Final Reuse Plan” goals.

March JPA’s Economic and Land Development

The March JPA has existed for 30 years. Over those years, it has directly or indirectly contributed to the economic and land development in Riverside County. Examples of those contributions include the following:

- Receiving federal authorization for Foreign-Trade Zone 244 in and around the March Air Reserve Base. A Foreign-Trade Zone helps U.S. companies by treating them as if they are outside of U.S. Customs territory for duty purposes.⁹ Billions of dollars of goods have moved through the 400 square mile Foreign-Trade Zone.
- Establishing Amazon, Western Municipal Water District, McLane Food Service, Sysco, and Kaiser Permanente medical facilities on former March Air Force Base surplus land.
- Approving the development of a 1.86 million square-foot Target distribution center.
- Providing surplus land that turned into Ben Clark Training Center for law enforcement officers, paramedics, and firefighters.
- Replaced a 2-mile-long soft bottom Heacock Channel to a fully concrete-lined channel.
- Generated \$3,875,000 each for the four governmental agencies creating the March JPA.¹⁰
- Created thousands of jobs in diverse fields, including jobs in medical fields, accounting, law, financial advisors, University of California benefits office, and geotechnical engineering.

March JPA’s Governmental Structure

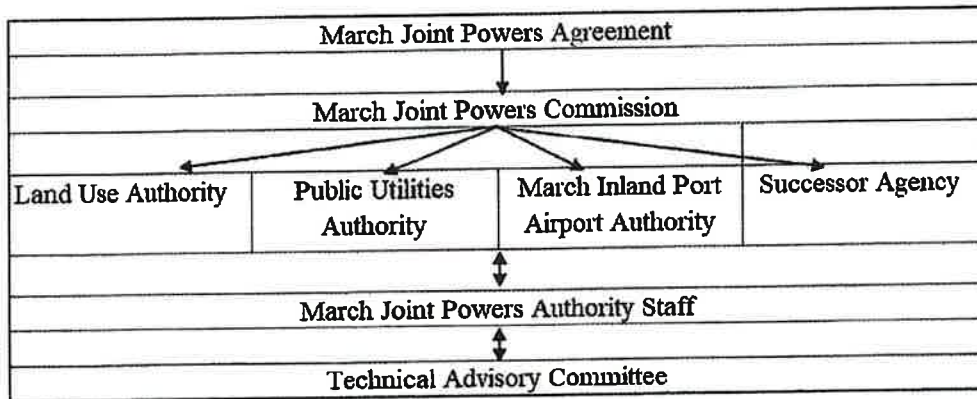
The County of Riverside and the cities of Moreno Valley, Perris, and Riverside established the March Joint Powers Authority in 1993. The March JPA has four separate authorities: (1) land development or reuse, (2) public utilities, (3) civilian air passenger and freight operations at the March Air Reserve Base, and (4) successor agency.¹¹ Illustration 1 provides an overall governmental structure.

⁹ Global Trade Management, “The basics of Foreign-Trade Zones (FTZs). What are they?” December 7, 2022. URL is located at <https://tax.thomsonreuters.com/blog/the-basics-of-foreign-trade-zones-ftzs-what-are-they/>. Accessed December 11, 2023.

¹⁰ The City of Perris, City of Moreno Valley, City of Riverside, and County of Riverside confirmed, via email, that they received \$3,875,000 each from the March JPA in July 2023.

¹¹ The land development authority is scheduled to end on July 1, 2025. The public utilities authority involves gas lines going to and near the March Air Reserve Base. The Commission is interested in dissolving that authority by transferring that service to a well-known gas company. If the Commission is successful, the only authority it will still have on July 1, 2025, will be its civilian air passenger and freight operations at the March Air Reserve Base.

**Illustration 1
March JPA Overall Governmental Structure**

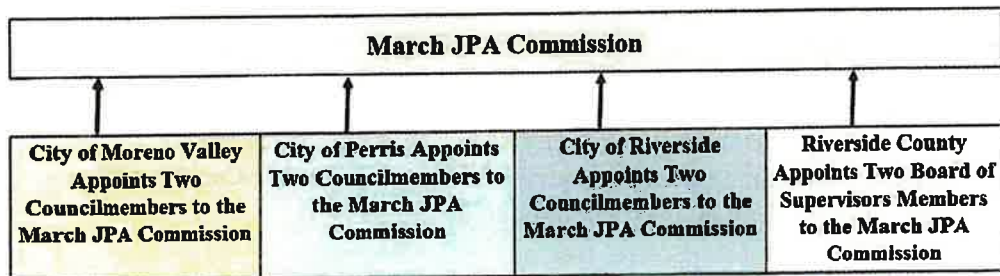


Evidence: Multiple Interviews, document reviews, and March JPA's Website (<https://marchjpa.com/>)

Commission

The public does not elect March JPA Commissioners. However, Commissioners are elected officials who are serving as city councilmembers or county supervisors. The cities of Moreno Valley, Perris, and Riverside appoint two councilmembers each to the March JPA Commission. Likewise, the Riverside County Board of Supervisors appoints two of its members to the March JPA Commission (see Illustration 2).

**Illustration 2
Commission Appointments**



Evidence: Multiple Interviews and March JPA's Website (<https://marchjpa.com/>)

Commission Staff

To assist the Commission with its day-to-day business operations, the Commission hired a small staff with specific skill sets (e.g., professional planners). Similar to a city manager, March JPA's Chief Executive Officer manages March JPA staff members and their areas of responsibilities, prepares recommendations for potential March JPA Commission authorization, represents the March JPA with other federal and state governmental agencies (e.g., U. S. Air Force), engages

with the public as required by California's Brown Act,¹² and implements the March JPA Commission's actions.

Advisory Committees

The March JPA agreement with the cities of Moreno Valley, and Riverside and the County of Riverside only identifies the Technical Advisory Committee as an advisory committee. However, the March JPA has the flexibility to establish additional advisory committees to enhance its work and has established additional advisory committees.

According to the March JPA website, the March JPA has seven standing advisory committees. They are as follows: (1) March Joint Powers Utilities Authority, (2) Technical Advisory Committee, (3) Finance Committee, (4) Parks Committee, (5) Meridian Implementation Committee, (6) March Business Center Implementation Committee, and (7) Airport Land Use Study Committee. Membership in advisory committees is comprised of management personnel from the four governmental agencies comprising the March JPA and a representative from California's 41st Congressional Office.¹³

GRAND JURY INVESTIGATION

Few residents are aware of governmental services provided by joint power authorities. Yet, joint power authorities, like the March JPA, manage millions of dollars of taxpayer money and make decisions influencing the quality of life for county residents.

A well-organized and operated JPA can combine financial resources, professional expertise, save taxpayer money, generate revenue, and increase the quality of life for residents. A poorly organized and operated JPA can create conflicts of interest, potential bias, lack of transparency, unresponsiveness to resident concerns, and elude oversight by officials.¹⁴

The Grand Jury decided to investigate the March JPA for the following reasons:

1. Most residents are unaware of what a JPA is and how it functions.
2. There is no federal, state, or local agency that directly monitors or supervises a JPA.
3. The Grand Jury has the legal authority to directly monitor the March JPA.¹⁵
4. The March JPA can influence the quality of life for Riverside County residents.
5. Large sums of public money flow through the March JPA.

¹² California Attorney General's Office, The Brown Act, 2003 and adjustments to the Brown Act up to 2023. URL is located at <https://oag.ca.gov/system/files/media/the-brown-act.pdf>. Accessed January 25, 2024.

¹³ March Joint Powers Authority, March JPA Committees, 2024. URL is located at <https://marchjpa.com/march-jpa-committees/>. Accessed February 27, 2024.

¹⁴ Nevada County Grand Jury, "Joint Powers Authorities: What You Need to Know," p.1, June 1, 2021. URL is located at <https://www.nevada.courts.ca.gov/system/files/2021-spd-jointpowersauthorities.pdf>. Accessed January 30, 2024.

¹⁵ California State Legislature, Penal Code §925. URL is located at https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=925.&lawCode=PEN. Accessed January 25, 2024.

6. Riverside County residents have expressed concerns about March JPA activities.

METHODOLOGY

The Grand Jury served subpoenas, conducted an extensive series of interviews, attended public meetings, reviewed over 170 documents, viewed websites, reviewed audio and video recordings, and communicated with relevant individuals and organizations through emails and telephone calls.

Interviews

- 2023 March JPA Commissioners
- Environmental Quality Act Specialist
- March JPA Staff Members
- Representative from the Moreno Valley Convention Center
- Representatives from the Riverside County Auditor-Controller's Office
- Representative from the Riverside County Clerk of the Board's Office
- Representative from the Riverside County Countywide Oversight Board
- Representatives from the Riverside County Executive Office
- Representative from a Land Development Company
- Riverside County Residents

Visits

- March Joint Powers Authority, Commission Meetings
- March Joint Powers Authority, Technical Advisory Committee Meeting
- March Joint Powers Authority, Public Environmental Justice Meeting

Websites

- California Association of Joint Powers Authorities, <https://www.cajpa.org/>
- California Department of Justice, <https://www.ca.gov/agency/?item=department-of-justice>
- California State Controller's Office, <https://www.ca.gov/agency/?item=state-controller%27s-office>
- California Treasurer's Office, <https://www.ca.gov/agency/?item=state-treasurer%27s-office>
- March Joint Powers Authority, <https://marchjpa.com/>
- West Campus Upper Plateau Project, 2023, <https://www.westcampusupperplateau.com/background/>

Email Correspondence

- California Association of Joint Powers Authorities
- California Secretary of State
- City of Moreno Valley, Finance Department
- City of Perris, Finance Department
- City of Riverside, Finance Department

- March JPA Staff Members
- Riverside County Auditor-Controller's Office
- Riverside County Executive Office
- Riverside County Office of Economic Development
- Riverside County Treasurer's Office
- Riverside Local Agency Formation Commission

Documents and Recordings Reviewed

- Over 220 documents, audio recordings, and video recordings were reviewed.

TRANSPARENCY

The March JPA is legally required to (1) follow transparency procedures within the Ralph M. Brown Act, (2) submit copies of agreements and amendments to the California Secretary of State, California State Controller, and Riverside County Local Agency Formation Commission, (3) arrange for annual financial audits, and (4) submit annual financial audits to the Riverside County's Auditor-Controller's Office.¹⁶

Public Meetings: Brown Act

The California Brown Act requires governmental agencies to have "Public Comment" periods at all public meetings. "Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item."¹⁷

The March JPA has a "Public Comment" item on all March JPA Commission and committee public meeting agendas. The governing body may set "reasonable time limitations" on public comments.¹⁸ The March JPA sets a three-minute time limit per public comment speaker.

There are residents who frequently attend public March JPA Commission and committee meetings. They do express their views on March JPA activities, procedures, and potential decisions during "Public Comment" periods.

¹⁶ California State Legislature Senate Local Government Committee, "Governments Working Together A Citizen's Guide to Joint Powers Agreements," August 2007, pp.11-13. URL is located at <https://sgf.senate.ca.gov/sites/sgf.senate.ca.gov/files/GWTFinalversion2.pdf>. Accessed November 2, 2023.

¹⁷ California Legislative Information, California Penal Code §.54954.3(a). URL is located at https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=54954.3.&lawCode=GOV. Accessed January 25, 2024.

¹⁷ This information was obtained from multiple interviews with March JPA Commissioners, March JPA staff members, and residents.

¹⁸ California Attorney General's Office, The Brown Act, 2003 and adjustments to the Brown Act up to 2023, p.19. URL is located at <https://oag.ca.gov/system/files/media/the-brown-act.pdf>. Accessed January 25, 2024.

Public Meetings: Scheduling

The California Brown Act requires, “Each legislative body, except for advisory bodies and standing committees, shall provide for the time and place for regular meetings by ordinance, resolution, or by-laws.”¹⁹ A regularly scheduled meeting is a meeting that occurs on a recurring basis. A regular meeting occurs in a fixed pattern, with equal or similar amounts of space or time between one and the next meeting.

For years, the March JPA Commissioners scheduled regular March JPA meetings for the second and the fourth Wednesdays of each month. But in 2023, the March JPA Commissioners used an irregular meeting calendar schedule they call a “rolling calendar.” A rolling calendar is where meetings are not scheduled until the March JPA staff determines (1) there are enough agenda items to call for a meeting or (2) a special meeting is required to address a time-sensitive topic.

According to March JPA Commissioners, they approve a tentative meeting calendar and place “holders” on their calendars until they know a March JPA Commission meeting will occur. Meanwhile, the public does not know when public meetings will be held until the next public meetings are posted. This causes the public to wonder when the next meeting will take place. The March JPA website does not help resolve the public’s uncertainty.

When the public accesses the “View Calendar” option of the March JPA website, they read inaccurate information. For example, the Grand Jury reviewed the March JPA website to see when March JPA public meetings would be held during the months of October, November, and December 2023. On October 1, 2023, the March JPA website “View Calendar” section indicated, “There are no upcoming events” for October, November, and December 2023. However, the March JPA did hold meetings on October 11, 2023, December 13, 2023, and December 19, 2023.

As required by the California Brown Act,²⁰ the March JPA did post its public meeting agendas on its website at least 72 hours before public meetings were held. However, members of the public are required to continuously monitor the March JPA website to be aware of upcoming March JPA public meetings. Illustration 3 shows the irregular pattern of March JPA Commission meetings.

¹⁹ California Legislative Information, California Penal Code §.54954(a). URL is located at https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=54954.&lawCode=GOV. Accessed January 25, 2024.

²⁰ California Attorney General’s Office, The Brown Act, 2003 and adjustments to the Brown Act up to 2023, p.16. URL is located at <https://oag.ca.gov/system/files/media/the-brown-act.pdf>. Accessed January 25, 2024.

**Illustration 3
Irregularly Held March JPA Commission Meetings in 2023**

*Regular & Special Meetings	January	February	March	April	May	June
1st Wednesday	Met	Met	Cancelled	Met	Met	Met
2nd Wednesday	Cancelled	Cancelled	Met	Cancelled	Cancelled	Cancelled
Special Meetings			Met Thrice			
	July	August	September	October	November	December
1st Wednesday	Cancelled	Met	Cancelled	Met	Cancelled	Met
2nd Wednesday	Cancelled	Met	Met	**NA	Cancelled	**NA

* Regular March JPA Meetings normally occur on 1st and 2nd Wednesdays each month.

**NA - no regular March JPA Commission meeting was scheduled.

Source: March JPA "View Calendar" Website: "<https://marchjpa.com/meetings/>" and interviews

The March JPA's use of a rolling calendar causes (1) public doubts about when public March JPA meetings will occur²¹ and (2) delays before previous March JPA Commission meeting minutes can be approved and made available to the public.

The following are examples of why the public has concerns with the March JPA's 2023 rolling calendar:

- There were 22 scheduled regular Commission meetings.
- There were 11 regular Commission meetings held.
- There were 11 Commission meetings cancelled.
- There were 3 special Commission meetings held in one week.
- The same "rolling calendars" attributes occur for March JPA public committee meetings as for March JPA Commission meetings.
- Unless the public continuously monitors the March JPA website, they will not know when March JPA Commission and committee meetings will be held.

During interviews, March JPA Commissioners informed the Grand Jury that there is little time for them to discuss March JPA issues with fellow elected board/council members or to come to a consensus within their jurisdiction on how to vote on March JPA issues. Commissioners are frequently left to their own discretion on how to vote without receiving regular input from their fellow elected officials.

²¹ This information was obtained from multiple interviews with March JPA Commissioners, March JPA staff members, and residents.

Public Meeting: Hearing Comments

The Grand Jury attended multiple March JPA public Commission and advisory committee meetings. Comments by Commissioners, advisory committee members, and the public were difficult to hear when speakers did not use a microphone.

Public Meetings: Minutes

A March JPA staff member produces minutes from March JPA Commission meetings. When there is a lengthy delay between one March JPA Commission meeting and the next meeting, there is a delay when meeting minutes can be approved by the March JPA Commission and then posted on the March JPA website for public access. The result is, unless a person attended a March JPA Commission meeting in-person, the public is unaware of March JPA activities, proposals, or decisions for lengthy periods of time. (Illustration 4 shows three examples of lengthy delays in approving March JPA Commission minutes and delays in informing the public what transpired in March JPA Commission meetings.)

Illustration 4
Examples of Long Delays Between March JPA Commission Meetings and Meeting Minutes Approvals

March JPA Commission Meeting Held	April 12, 2023	274 Days
April 12, 2023, Minutes Approved	January 10, 2024	
March JPA Commission Meeting Held	June 14, 2023	56 Days
June 14, 2023, Minutes Approved	August 9, 2023	
March JPA Commission Meeting Held	October 11, 2023	64 Days
October 11, 2023, Minutes Approved	December 13, 2023	

Public Meetings: Teleconferencing

According to the California Brown Act (2003), a teleconference meeting is a meeting in which one or more members of a governing body attends a meeting from a remote location via electronic means (e.g., Zoom). If a governing body decides to teleconference its public meetings, then they are required to follow a list of procedures to ensure transparency (e.g., permit the public to attend its meetings remotely).²² The Grand Jury learned, through document reviews, that March JPA Commission did not teleconference its Commission meetings prior to the coronavirus pandemic.

As the coronavirus spread in March 2020 and threatened the public’s health, California’s governor signed Executive Orders and bills into law that temporarily suspended Brown Act

²² California Attorney General’s Office, The Brown Act, 2003 and adjustments to the Brown Act up to 2023, p. 14. URL is located at <https://oag.ca.gov/system/files/media/the-brown-act.pdf>. Accessed January 25, 2024.

teleconferencing provisions so as to make it easier for governmental agencies to teleconference their meetings.²³ The March JPA teleconferenced its March JPA Commission meeting during the COVID-19 pandemic.²⁴

The California's COVID-19 State of Emergency mandate ended on February 28, 2023. On April 12, 2023, the March JPA Commission considered whether to continue using a teleconferencing platform as it did during the pandemic.²⁵ The minutes for the April 12, 2023, March JPA Commission meeting appeared 274 days later in the January 10, 2024, Commission agenda. According to the April 12, 2023, minutes, a Commissioner said they had "tremendous technical difficulties during hybrid meetings [combined in-person and Zoom meetings] which have paused or delayed meetings."²⁶

The March JPA Commissioners cast six votes in favor of in-person only meetings and two votes for continuing the practice of combining in-person with remote access meetings. The March JPA Commission meeting held on April 12, 2023, was the last time the public had remote access to March Commission meetings.

The Grand Jury attended March JPA Commission meetings and took note of the livestreaming equipment in the room. The March JPA Commission meets in the same board room as a water district where the water district livestreams its board meetings.²⁷

Public Meetings: Video Recordings

All four governmental agencies comprising the March JPA video record their city/county public meetings and post those video recordings on their respective websites.^{28, 29, 30, 31} Since the March JPA Commission meetings are not video recorded, the public cannot view Commission meetings

²³ Atkinson, Andelson, Loya, Ruud & Romo, "New Brown Act Amendment Changes the Rules for Teleconference Meetings During A State of Emergency, 2021." URL is located at <https://www.aalrr.com/printpilot-alert-3874.pdf?1710355279>. Accessed March 14, 2024.

²⁴ March Joint Powers Authority, Commission Meeting, February 23, 2022, p. 2. URL is located at https://marchjpa.com/meeting_agendas/archive/2022/02232022_regular_ipc.pdf. Accessed March 12, 2024.

²⁵ March Joint Powers Authority, Commission Meeting, April 12, 2023, Agenda Item No. 9 (4), p. 181, "Consider the Continued Use of Teleconferencing Platforms During Brown Act Public Meetings." URL is located at <https://marchjpa.com/wp-content/uploads/2023/04/04-12-2023-JPC-Packet.pdf>. Accessed March 13, 2024.

²⁶ March Joint Powers Authority, Commission Meeting, January 10, 2024, Minutes for the April 12, 2023, Commission meeting, pp. 10-11. URL is located at <https://marchjpa.com/wp-content/uploads/2024/01/011024-JPC-Packet.pdf>. Accessed March 13, 2024.

²⁷ Western Municipal Water District, Regular Board Meeting, Wednesday, March 20, 2024. URL is located at <https://www.wmwd.com/Calendar.aspx?EID=1471>. Accessed March 13, 2024.

²⁸ City of Riverside, City Council Meetings, "Calendar" section, City Council, 2023. URL is located at <https://riversideca.legistar.com/Calendar.aspx>. Accessed February 20, 2024.

²⁹ City of Moreno Valley, City Council Meetings, Meeting Calendar, 2023. URL is located at <https://morenovalleveca.iqm2.com/Citizens/Calendar.aspx?From=1/1/2023&To=12/31/2023>. Accessed January 25, 2024.

³⁰ City of Perris, City Council Meetings, Archived Videos, City Council, 2024. URL is located at <https://www.cityofperris.org/government/city-council/council-meetings>. Accessed February 20, 2024.

³¹ County of Riverside, Riverside County Board of Supervisors, Riverside County Meeting Portal, 2023. URL is located at <https://riversidecountvca.iqm2.com/Citizens/Media.aspx>. Accessed February 20, 2024.

on the March JPA website. In contrast, the water district, using the same board room as the March JPA Commission, posts its board meeting video recordings on its website.³²

The Grand Jury interviewed March JPA Commissioners six months after Commissioners voted to terminate livestreaming March JPA Commission meetings. The Grand Jury asked Commissioners if their meetings were livestreamed, and video recorded for later viewing. Commissioners replied that they thought their meetings were livestreamed or they were unsure whether their meetings were livestreamed. Asked if they were familiar with the March JPA website, where video recordings would reside, Commissioners indicated they were not familiar with the March JPA website.

Public Engagement: Special Meetings

In early December 2023, the March JPA invited the public to an “Environmental Justice Element” workshop. The purpose for each workshop was to engage the public in the process of developing an “Environmental Justice Element” policy.

California law requires, “a meaningful consideration of recommendations from populations and communities most impacted by pollution into environmental and land use decisions.”³³ By holding an “Environmental Justice Element” workshop on December 19, 2023, the March JPA fulfilled this legal requirement.

However, the March JPA announced that it would hold two “Environmental Justice Element” workshops. The first workshop was held during the busy 2023 holiday season at the March Field Air Museum. The March JPA staff anticipated there would be between 100 and 200 public members in attendance. The Grand Jury attended that workshop and counted only 15 non-March JPA staff members in attendance.

Since the March JPA announced that there would be two “Environmental Justice Element” workshops, the Grand Jury monitored the March JPA’s website continuously throughout January and February 2024 to see when the second workshop would be held. The December 19, 2023, workshop appeared on the March JPA website, along with a one-page announcement,³⁴ more than three days before the workshop. However, no second workshop appeared on the March JPA website during the months of January and February 2024.

In addition to monitoring the March JPA website calendar, the Grand Jury searched for a second workshop using the website’s search engine and the only item that came up for “Environmental

³² Western Municipal Water District, Archived Meetings, Board and Commissions, Board of Directors, 2023. URL is located at <https://wmwd.primegov.com/public/portal>. Accessed March 13, 2024.

³³ California Legislative Information, California Government Code, Duties and Powers, §65040.12 (e) (2) (D), 2020. URL is located at https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65040.12.&lawCode=GOV. Accessed February 28, 2024

³⁴ March Joint Powers Authority, “GP 23-02: March JPA Environmental Justice Element” announcement, December 4, 2023. URL is located at https://marchjpa.com/wp-content/uploads/2023/11/Environmental-Justice-Notification_.pdf. Accessed February 28, 2024.

Justice” was the first workshop held on December 19, 2023. However, a second workshop was held on February 20, 2024, at the Moreno Valley Conference Center, and the Grand Jury confirmed with the Moreno Valley Conference Center that the workshop was held. According to a Moreno Valley Conference Center representative, few public members attended the workshop.

After the second workshop was held, the Grand Jury found a postcard notice for the second workshop on the March JPA website. The postcard notice was in the website’s “Planning and Permits” section, and it is titled “02/20/24 Workship Meeting Notice.”³⁵

The bottom line is that the March JPA can rightfully say it held two public “Environmental Justice Element” workshops. However, anyone who wanted to attend the second workshop had little chance of knowing when the second workshop would be held.

Public Engagement: Outreach

March JPA staff members do share information with the public on various March JPA activities. The following are examples of outreach activities.³⁶

**Illustration 5
Samples of March JPA Outreach Activities**

Orange Terrace Community Center Meeting	Community Open House
City of Riverside Police, County Sheriff, and Fire	Riverside City Council Briefing
Parks Meeting Riverside/Moreno Valley/County	Public Scoping Meeting
Sycamore Canyon/March Biking Community	Riverside Resident Leaders Meeting
March Airfield Museum Community Meeting	Environmental Justice Workshop

Public Engagement: Community Advisory Committees

The March JPA informed the Grand Jury, in writing, that it established an advisory committee focusing on the development of an “Airport Master Plan,” which is financially supported by the Federal Aviation Administration (FAA). The grant *requires* that the March JPA has an advisory committee. The committee is called the Public Advisory Committee, and it is comprised of federal, state, and local government representatives as well as residents.

Another advisory committee has been asked for by residents. Residents have requested that the March JPA create a community advisory committee consisting of residents. Rather than a temporary advisory committee, like the one associated with the developing of an “Airport Master

³⁵ March Joint Powers Authority, “Planning and Permits,” “02/20/24 Workship Meeting Notice.” Printed on February 1, 2024. URL is located at <https://marchjpa.com/wp-content/uploads/2024/02/EJE-Notice-2-20-24.png>. Accessed March 15, 2024.

³⁶ March Joint Powers Authority, Technical Advisory Committee Meeting, August 7, 2023, Agenda Item 6b, pp. 23-24. West Campus Upper Plateau PowerPoint Presentation. URL is located at <https://marchjpa.com/wp-content/uploads/2023/08/080723-TAC-Packet.pdf>. Accessed February 8, 2024.

Plan,” residents expressed interest in a standing (i.e., permanent) community advisory committee comprised of residents. The Grand Jury witnessed residents making this request.

The Grand Jury asked the March JPA about the Commission’s perspective on establishing a community advisory committee. The response given, in writing, was that March JPA management did not know what perspective the Commission had on creating a community advisory committee.

Coincidentally, in September 2022, the California Department of Justice published a document³⁷ that identifies “best practices” for governmental agencies facing land development projects, especially potential warehouse projects. One of the “best practices” mentioned in that California Department of Justice document is for local governmental agencies to create a community advisory committee made up of residents.

March JPA Website

An important transparency avenue for the March JPA to communicate with the public is its website. The March JPA website provides historical information, governmental structure documents, letters, announcements, forms, and notices³⁸ (e.g., audit documents). These documents are located under its “Development Services – Documents, Forms, and Online Resources” option. However, it is difficult to find some documents on the website, and there are known documents not available on the website.

Missing Documents

The public has access to some documents associated with March JPA activities and actions but not all. The public does not have easy access to the following March JPA documents.

1. The West Campus Upper Plateau property was appraised at \$26,195,000.³⁹
 - The public has no access to the appraisal on the March JPA website.
2. “Second Amendment to the West March Disposition and Development Agreement”⁴⁰
 - The “Second Amendment” is an agreement between the March JPA and a developer. The agreement describes how the West Campus Upper Plateau property will be transferred to the developer with conditions. The conditions

³⁷ California Department of Justice, “Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act,” September 2022, pp. 4-5. URL is located at <https://oag.ca.gov/system/files/media/warehouse-best-practices.pdf>. Accessed January 10, 2024.

³⁸ March JPA documents are available at URL <https://marchjpa.com/documents-forms/>. Accessed February 20, 2024.

³⁹ Mission Property Advisors, Inc., June 6, 2022, p. 2. URL location is <https://www.dropbox.com/s/blq4dxzik3ouq1g/22029%20March%20JPA%20West%20Campus%20Upper%20Plateau%20L.and%20Final.pdf?dl=0>. Accessed December 20, 2023.

⁴⁰ “Second Amendment to West March Disposition and Development” between March JPA and Developer, October 27, 2022. Document provided by March JPA.

include the March JPA receiving financial compensation for the property as land development projects are approved and completed.

- The public does not have easy access to this document on the March JPA website.
3. Grant Deed between the March JPA and the developer for the West Campus Upper Plateau property⁴¹
 - The public has no access to this document on the March JPA website.
 4. “Fourteenth Amended Joint Powers Agreement between the Cities of Moreno Valley, Perris, and Riverside and the County of Riverside for the Formation of the Joint Powers Authority to Formulate and Implement Plans for the Use and Reuse of the March Air Force Base.”⁴²
 - The Fourteenth Amendment reflects the March JPA’s goal to terminate its land use and reuse authority on July 1, 2025. The March JPA will retain its March Inland Port Airport Authority and Successor Agency.
 - The County of Riverside will be responsible for land development decisions, public works, policing, and fire protection services after July 1, 2025.

Over the past 30 years, the March JPA has modified its agreements with the four governmental agencies comprising the March JPA. The Grand Jury has copies of the 15 March JPA agreements and amendments. Except for one agreement (1997) and one amendment to that agreement (2008), the other 13 March JPA agreements and amendments are not available on the March JPA website. (See Illustration 6 for the full list of March JPA agreements and amendments.)

Difficult to Find Documents

It is difficult to search *for* documents and difficult to search *within* documents on the website. For example, the March JPA Commission approved an agreement with a developer who is interested in developing the West Campus Upper Plateau. The agreement is titled “Second Amendment to the West March Disposition and Development Agreement.”⁴³ The public cannot electronically search for the document on the March JPA website. However, this “document” is on the March JPA website, but it is embedded within a March JPA Commission agenda.

In this case, the “document” is embedded within the October 26, 2022, agenda. It is item 9(1), pages 210 through 241. Again, the public cannot electronically search the October 26, 2022, agenda to find the “document.” The public must read the agenda to find where the “Second Amendment to the West March Disposition and Development Agreement” is located within the agenda.

⁴¹ Riverside County Assessor’s Office, Grant Deed, Recorded in Official Records, December 23, 2022. The Grand Jury has a copy of the Grant Deed between the March JPA and developer.

⁴² Document provided by March JPA. Fourteenth Amended Joint Powers Agreement between the Cities of Moreno Valley, Perris, and Riverside and the County of Riverside for the Formation of the Joint Powers Authority to Formulate and Implement Plans for the Use and Reuse of the March Air Force Base,” April 18, 2023.

⁴³ “Second Amendment to West March Disposition and Development” between March JPA and Developer, October 27, 2022. Document provided by March JPA.

State Law Required Document Submissions

JPA agreements and amendments notify the public that the JPA exists and under what conditions it exists. California Government Code §6503.5 requires JPAs to submit all their agreements and amendments to the California Secretary of State and to the California State Controller.⁴⁴ California Government Code §6503.8, requires JPAs to submit all their agreements and amendments to the county's Local Agency Formation Commission (LAFCO).⁴⁵ JPA agreements and amendments must be submitted within 30 days after the effective date of the agreements and amendments.

On December 19, 2023, the Grand Jury requested that the March JPA provide evidence that it submitted its agreements and amendments to the California Secretary of State's office. On January 31, 2024, the March JPA notified the Grand Jury, in writing, that it does not have records of submitting agreements and amendments to the California Secretary of State's office.

On February 6, 2024, the California Secretary of State's office notified the Grand Jury, in writing, that the March JPA submitted one agreement in 1993, one amendment in 1994, and one agreement in 2023. The 2023 agreement was submitted to the California Secretary of State's office seven months late and only *after* the Grand Jury made inquiries into March JPA's state submissions.

Simultaneously, the Grand Jury contacted Riverside County's LAFCO to determine if the March JPA submitted March Joint Powers Utility Authority agreements and amendments to LAFCO. On December 19, 2023, Riverside County's LAFCO informed the Grand Jury, in writing, that it has not received any March Joint Powers Utility Authority agreements and amendments.

For over 30 years (April 1994 to December 2023), the March JPA failed to submit legally required March JPA agreements and amendments to the California Secretary of State, California State Controller, and Riverside LAFCO. (See Illustration 6 for a list of March JPA agreements and amendments.)

⁴⁴ California Legislative Information, California Government Code §6503.5 (d). URL is located at https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=6503.5.&lawCode=GOV. Accessed February 7, 2024.

⁴⁵ California Legislative Information, California Government Code §6503.8. URL is located at https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=6503.8.&lawCode=GOV. Accessed January 31, 2024.

Illustration 6
March JPA Agreements and Amendments

Dates	Agreement & Amendment Documents	Submitted to State (Yes or No)
September 7, 1993	Original March JPA Agreement	Yes
February 28, 1994	JPA Agreement Amendment 1 ("Quorum")	Yes
February 28, 1994	JPA Agreement Amendment 2 (Financial Issues)	No
November 14, 1994	JPA Agreement Amendment 3	No
July 25, 1995	JPA Agreement Amendment 4	No
May 7, 1997	Joint Use Agreement with US Air Force	No
February 21, 2001	Amendment 1 with U. S. Air Force	No
July 16, 2003	JPA Agreement Amendment 8	No
November 19, 2003	JPA Agreement Amendment 9	No
August 23, 2005	JPA Agreement Amendment 10	No
November 27, 2007	JPA Agreement Amendment 11	No
June 20, 2008	Amendment 2 with U. S. Air Force	No
March 16, 2011	JPA Agreement Amendment 12	No
October 15, 2014	JPA Agreement Amendment 13	No
April 18, 2023	JPA Agreement Amendment 14	Yes

*Source: The March JPA provided the Grand Jury with copies of these documents.
Only documents approved by the March JPA Commission appear in the list above.*

Bonds

Before counties and cities can issue revenue bonds, they need a majority of voters to approve issuing those bonds. However, California law allows JPAs to issue revenue bonds without voter approval if each of the JPA's member agencies adopts a separate authorizing ordinance for issuing those bonds.⁴⁶ Additionally, starting on January 1, 2008, state law prohibits JPAs from issuing bonds or incurring debt until JPA agreements and amendments are submitted to the California Secretary of State, California State Controller, and to the county's LAFCO.⁴⁷

On February 16, 2011, the March Joint Powers Redevelopment Agency approved Series 2011A and 2011B bonds with the principal amount of \$32,700,000. Five years later, the 2011 bonds were refinanced at a lower interest rate by the March Joint Powers Authority. (The March Joint Powers Authority is the Successor Agency for the March Joint Powers Redevelopment Agency).

⁴⁶ California State Legislature Senate Local Government Committee, "Governments Working Together A Citizen's Guide to Joint Powers Agreements," August 2007, p. 13. URL is located at <https://sgf.senate.ca.gov/sites/sgf.senate.ca.gov/files/GWTFinalversion2.pdf>. Accessed February 20, 2024.

⁴⁷ California Legislative Information, California Government Code §6503.5 (d). URL is located at https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=6503.5.&lawCode=GOV. Accessed February 7, 2024.

On May 4, 2016, the total principal bond amount was \$33,095,000 which includes insurance cost.

According to California Government Code §6503.5 (d), the March JPA should have submitted its March JPA agreements and amendments to the California Secretary of State, California State Controller, and to Riverside County's LAFCO *before* issuing the 2011 bonds. Likewise, the March JPA was required to submit additional March JPA amendments *before* commencing refinancing the 2011 bonds in May 2016. Nevertheless, the March JPA informed the Grand Jury, in writing, that the refinancing of the 2011 bonds in 2016 was approved by the Riverside County Oversight Board on May 9, 2016, and approved by the California Department of Finance on July 5, 2016.

Annual Financial Audits

California Government Code §6505(a) requires the March JPA to conduct annual financial audits, and those audits must follow "generally accepted auditing standards." Annually, the March JPA arranges, with an external professional auditing firm, for three annual audits: (1) March Joint Powers Authority, (2) March Joint Powers Utility Authority, and (3) March Inland Port Airport Authority. March JPA annual audits for 2019, 2020, 2021, and 2022 are available to the public on the March JPA website.⁴⁸

The professional auditing firm used by the March JPA indicates that, "Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions."⁴⁹

California Government Code §6505(c) requires the March JPA to submit its annual audits to the Riverside County Auditor-Controller's Office. The Riverside County Auditor-Controller's Office notified the Grand Jury that it has received copies of March JPA annual audits.

The March JPA notified the Grand Jury, in writing, that it has not arranged for any other type of audit (e.g., internal audit, performance audit, operational audit, or forensic audit).

March JPA's Land Development Authority Sunsetting

The conversion of the March Air Force Base from an active military installation to the March Air Reserve Base resulted in the surplus of approximately 4,400 acres of land adjacent to the cities of Moreno Valley, Perris, and Riverside. Over the past 30 years, the March JPA developed much of

⁴⁸ March Joint Powers Authority, "Documents and Forms," 2023. URL is located at <https://marchjpa.com/documents-forms/>. Accessed December 18, 2023.

⁴⁹ Rogers, Anderson, Melody, & Scott, LLP, Certified Public Accountants June 30, 2022, p.2. URL is located at <https://marchjpa.com/wp-content/uploads/2023/06/2022-MJPA-Annual-Financial-Report-05-15-2023.pdf>. Accessed February 28, 2024.

that property. Now, the March JPA Commission has taken steps to terminate its land use and reuse authority effective on July 1, 2025.⁵⁰

One of those steps approved was to transfers land use authority, public works, policing, and fire protection to the County of Riverside.⁵¹ City officials in Moreno Valley, Perris, and Riverside will no longer be involved in land development decisions even though their cities will be financially affected by those decisions.

It seems improbable that a land development project as large as the one proposed for the West Campus Upper Plateau will proceed without unexpected occurrences happening. For example, the March JPA and/or developer may want to modify the current land development proposal. Modifying the proposal would undoubtedly result in the revision of the Second Amendment to the West March Disposition and Development Agreement.

Three decades ago, Riverside County residents entrusted the March JPA to develop all 4,400 acres of surplus land. The West Campus Upper Plateau property proposal involves 817.0 acres of land entrusted to the March JPA. By releasing its land use and reuse responsibilities to Riverside County before the West Campus Upper Plateau property is fully developed, the March JPA is disregarding its responsibilities to current Riverside County residents.

CONCLUSION

Governmental transparency refers to the availability of information to the public. A transparent governmental agency provides the public with easily accessible, timely, and complete information about topics related to the operation of that governmental agency. Transparent governmental agencies inspire trust in elected officials and the policies, procedures, and decisions they make on behalf of residents. The more transparent, the more trust is generated.

When considering governmental transparency, how does the March JPA do?

- As required by California's Brown Act, the March JPA conducts public meetings, posts agendas online, and the public can express their opinions during "Public Comment" periods. However, it is difficult to hear March JPA Commissioners, March JPA staff members, and public speakers when they do not use a microphone.
- Public meetings occur on an irregular basis.
- Public meeting minutes are available to the public, but only months after the public meetings occurred.
- The March JPA livestreamed its Commission meetings during the pandemic but terminated that practice once the COVID-19 State of Emergency was over.

⁵⁰ Document provided by March JPA. Fourteenth Amended Joint Powers Agreement between the Cities of Moreno Valley, Perris, and Riverside and the County of Riverside for the Formation of the Joint Powers Authority to Formulate and Implement Plans for the Use and Reuse of the March Air Force Base," April 18, 2023.

⁵¹ March JPA Commission Meeting, "MIPA - MIPAA - SA - Reports, Discussions and Action Items," October 26, 2022, Agenda Item 11 (1), pp. 379-393. URL is located at <https://marchjpa.com/wp-content/uploads/2022/10/10262022-regular-jpa-meeting1.pdf>. Accessed March 6, 2024.

- March JPA public meetings are accessible to the public but only if the public attends those meetings in-person.
- March JPA public meetings are not video recorded and accessible to the public.
- The March JPA has advisory committees, but it does not have a permanent community advisory committee comprised of Riverside County residents.
- The March JPA website has historical and contemporary documents available to the public. However, some documents are hard to find, difficult to search, and some documents are missing altogether.
- The March JPA does engage in outreach activities and seeks public comments on topics of interest to the public. However, it is not always easy to know when and where those sessions will be held.
- Since 1993, the March JPA has not submitted 12 legally required documents to the state, including documents required to be submitted before obtaining bonds.
- The March JPA has arranged for independent audits of its three authorities and made those audit documents available to the public via its website. However, the March JPA has not arranged for any other type of audit that would support transparency and efficiency.

In conclusion, the March JPA follows the letter of the law, but not the spirit of the law. The March JPA is transparent with the public but only marginally.

FINDINGS

- F-1 The March JPA Commission’s 1996 “March AFB Final Reuse Plan” identified 12 goals to guide its work to facilitate and stimulate economic growth resulting from the base realignment.
- F-2 The March JPA complies with the California Brown Act.
- F-3 The March JPA Commission does not meet on a regular basis.
- F-4 The March JPA Commissioners infrequently seek a consensus on March JPA issues from other elected officials on their city council/board.
- F-5 It is difficult to hear comments in March JPA Commission and committee meetings when speakers do not use a microphone.
- F-6 There are lengthy delays between March JPA Commission meetings and meeting minutes approvals.
- F-7 Once the Governor terminated the state's COVID-19 State of Emergency, the March JPA discontinued livestreaming its March JPA Commission meetings.
- F-8 The March JPA Commission meetings are not video recorded.

- F-9 The public does not have access to video recorded March JPA Commission meetings on the March JPA website.
- F-10 The March JPA provides information to the public in a variety of venues.
- F-11 The March JPA does not have a permanent community advisory committee comprised of Riverside County residents.
- F-12 The March JPA does not always place special public meetings on its website calendar.
- F-13 The public does not have access to important March JPA documents.
- F-14 It is difficult to search *for* documents on the March JPA website and it is difficult to search for content *within* documents on the March JPA website.
- F-15 The March JPA violated Government Code §6503.5 (d) by not submitting all required March JPA agreements and amendments to the California Secretary of State, and to the California State Controller.
- F-16 The March JPA violated Government Code §6503.8 by not submitting all required March JPA agreements and amendments to the Riverside County's Local Agency Formation Commission Office.
- F-17 The March JPA violated Government Code §6503.5 (d) by obtaining bonds worth \$32,700,000, and later refinanced those bonds at \$33,095,000, without previously submitting all required March JPA agreements and amendments to the California Secretary of State and to the California State Controller.
- F-18 The March JPA arranges for three annual audits: (1) March Joint Powers Authority, (2) March Joint Powers Utility Authority, and (3) March Inland Port Airport Authority. Annual audits appear on the March JPA website and copies are provided to the Riverside County Auditor-Controller's office.
- F-19 Effective on July 1, 2025, the March JPA transfers its land use authority, public works, policing, and fire protection responsibilities to the County of Riverside.

RECOMMENDATIONS

- R-1 By August 1, 2024, the Grand Jury recommends that the March JPA Commission meet on a regular basis (i.e., meet in a fixed pattern, with equal or similar amounts of space or time between one and the next meeting) and publicize its regular meeting dates, times, and locations on its website.
Based on Findings 3, 6, 7, 8, and 9
Financial Impact – Minimal

- R-2 By October 1, 2024, the Grand Jury recommends that elected officials on the County of Riverside Board of Supervisors and city council members in Moreno Valley, Perris, and Riverside establish times when March JPA issues will be discussed, and a consensus developed for their representatives on the March JPA Commission.
Based on Findings 4 and 11
Financial Impact – Minimal
- R-3 By August 1, 2024, the Grand Jury recommends that the March JPA Commission require anyone speaking in March JPA Commission and committee meetings to use a microphone while speaking.
Based on Finding 5
Financial Impact – Minimal
- R-4 By August 1, 2024, the Grand Jury recommends that the March JPA Commission (a) livestream all March JPA Commission and committee public meetings and (b) allow the public to remotely make comments as if they attended in-person.
Based on Findings 7, 8, and 9
Financial Impact – Minimal
- R-5 By August 1, 2024, the Grand Jury recommends that the March JPA Commission video record all March Commission and public committee meetings and make those video recordings available to the public on its website.
Based on Findings 7, 8, and 9
Financial Impact – Minimal
- R-6 By August 1, 2024, the Grand Jury recommends that the March JPA Commission establish, or be in the process of establishing, a permanent community advisory committee made up of Riverside County residents.
Based on Findings 7, 8, 9, and 11
Financial Impact – Minimal
- R-7 By November 1, 2024, the Grand Jury recommends that the March JPA Commission require that all Commission and public committee meeting dates, agendas, agreements, amendments, by-laws, policies, and procedures be (a) easily searchable on its website and (b) once found and opened, easily searchable.
Based on Findings 12, 13, and 14
Financial Impact – Minimal to Moderate
- R- 8 By October 1, 2024, the Grand Jury recommends that the March JPA Commission submit copies of all March JPA agreements and amendments, from 1993 to the present, to the California Secretary of State, California Controller, and Riverside County LAFCO as required by California Government Codes §6503.5 and §6503.8.
Based on Findings 15 and 16
Financial Impact – Minimal

- R-9 By October 1, 2024, the Grand Jury recommends that the March JPA Commission reconsider its decision to transfer its land use authority, public works, policing, and fire protection to the County of Riverside until all land development projects are completed. Based on Findings 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, and 18
Financial Impact – Minimal

LEGALLY REQUIRED RESPONSES

California Penal Code §933.05 requires the March JPA to respond to Grand Jury findings and recommendations, within 90-days, to Riverside County’s Superior Court Presiding Judge.

Required Responses

Locations	Findings	Recommendations
March JPA Commissioners	3 through 19	1 through 9
City of Moreno Valley	4, 11, 16, & 19	2, 6, & 9
City of Perris	4, 11, 16, & 19	2, 6, & 9
City of Riverside	4, 11, 16, & 19	2, 6, & 9
Riverside County Board of Supervisors	4, 11, 16, & 19	2, 6, & 9

Invited Responses

Locations	Findings	Recommendations
City of Moreno Valley	3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 17, & 18	1, 3, 4, 5, 7, & 8
City of Perris	3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 17, & 18	1, 3, 4, 5, 7, & 8
City of Riverside	3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 17, & 18	1, 3, 4, 5, 7, & 8
Riverside County Board of Supervisors	3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 17, & 18	1, 3, 4, 5, 7, & 8

Report Issued: 4/10/2024

Report Public: 4/15/2024

Response Due: 7/10/2024

MARCH JOINT POWERS AUTHORITY RESPONSES TO GRAND JURY FINDINGS AND RECOMMENDATIONS IN REPORT TITLED “MARGINALLY TRANSPARENT”

Note: the original Grand Jury findings are repeated below in italics. The March Joint Powers Authority (“March JPA”) responses are in bold, with additional explanation and commentary in regular typeface. References to the “JPA” or the “respondent” refer to the March JPA.

Responses to Findings

F-1 The March JPA Commission’s 1996 “March AFB Final Reuse Plan” identified 12 goals to guide its work to facilitate and stimulate economic growth resulting from the base realignment.

The respondent agrees with the finding.

F-2 The March JPA complies with the California Brown Act.

The respondent agrees with the finding. In fact, the March JPA typically provides more notice than the Brown Act requires. For example, the Brown Act requires that regular meeting agendas be published 72 hours prior to the meeting time. In most cases, the agendas for March JPA are published over 100 hours prior to the meetings.

F-3 The March JPA Commission does not meet on a regular basis.

The respondent disagrees partially with the finding. For many years, the March JPA’s regular meetings have been held on the second and fourth Wednesdays of each month at 3:00 p.m. For members of the public wishing to attend regular meetings of the March JPA, they can be confident that the regular meetings will be held on one of those days. Members of the public will be aware of the cancellation of regular meetings at least 72 hours prior to the anticipated meeting date. Oftentimes, the date of the next regular meeting is stated at the prior regular meeting so commissioners and members of the public are aware of the cancellation.

More recently, with the upcoming elimination of the March JPA’s land use authority, the Commission discussed holding just one meeting per month to the extent warranted by the number of items. Those meetings continue to be held on the second or fourth Wednesday of the month. As Illustration 3 shows, the March JPA still meets almost exclusively on those dates.

From time to time, as authorized by the Brown Act, the March JPA holds special meetings. Twenty-four hours’ notice of these meetings is always provided in advance. The Grand Jury Report suggested concerns with the three special meetings in one week occurring in March 2023. The agendas for those meetings contained just two items of business – both of which were closed session items, where the public appropriately may not observe – and were properly noticed in accordance with the Brown Act. Under the Brown Act, the public

comment at a special meeting is limited to those items on the agenda. Thus, the Grand Jury's concern with the three special meetings is misplaced.

F-4 The March JPA Commissioners infrequently seek a consensus on March JPA issues from other elected officials on their city council/board.

The respondent agrees with the finding. The March JPA is not in the best position to confirm whether this is the case. However, assuming that it is, the March JPA believes this to be appropriate. When a member agency appoints a representative to a position on another public agency board, they confer on that representative the responsibility for making the decisions on that board. The decisions are made by that appointed official, and that appointed official alone. To the extent the home jurisdiction's board wishes to direct their officials to vote in a particular way, they may not do so – the individual official retains the discretion to vote their conscience as part of the appointment. Member agency boards are free, in most cases, to adjust their representation on a joint powers board if they are unhappy with their representation. However, it would defeat the operational efficiencies of a joint powers authority for member agency boards to weigh in on every agenda item coming before the joint powers board prior to action. In addition, it would significantly burden the member agency boards to have to hold advance hearings on every single item coming before every regional board to which they appoint members.

F-5 It is difficult to hear comments in March JPA Commission and committee meetings when speakers do not use a microphone.

The respondent partially agrees with the finding. From time-to-time, members of the public and presenters at public agency board meetings may speak directly to the audience or may not be the most proficient users of microphones. When possible, the Chair of the March JPA Commission attempts to redirect the speakers to address the Commission and to speak into the microphone. In addition, on occasion, the March JPA experiences technical difficulties with its equipment –this may have contributed to some of the difficulty hearing the recordings. During the meetings themselves, when in person, the March JPA has not experienced significant issues with members of the public hearing the items being discussed.

F-6 There are lengthy delays between March JPA Commission meetings and meeting minutes approvals.

The respondent partially agrees with the finding. March JPA staff takes pride in generally providing the meeting minutes to the Commission soon after the meeting takes place. While delays between meetings and minutes are a fairly common issue for public agencies due to increased burdens on city clerks and board secretaries, the March JPA agrees that ideally minutes would be approved soon after the meeting. While there were only a few examples of lengthy delays between the meeting occurrence and the approval of the minutes, March JPA staff is committed to not having such delays.

F-7 *Once the Governor terminated the state's COVID-19 State of Emergency, the March JPA discontinued livestreaming its March JPA Commission meetings..*

The respondent agrees with the finding.

F-8 *The March JPA Commission meetings are not video recorded.*

The respondent agrees with the finding.

F-9 *The public does not have access to video recorded March JPA Commission meetings on the March JPA website.*

The respondent agrees with the finding.

F-10 *The March JPA provides information to the public in a variety of venues..*

The respondent agrees with the finding. The March JPA provides information in person at its Commission meetings, committee meetings, and at community meetings. The March JPA provides written information online through its website, via email to its email lists, and through public noticing. The March JPA also utilizes social media to provide information to the public.

F-11 *The March JPA does not have a permanent community advisory committee comprised of Riverside County residents*

The respondent agrees with the finding. The joint powers agreement forming March JPA calls for a technical advisory committee composed of senior staff from the member agencies. The joint powers agreement does not call for a community advisory committee, nor is March JPA aware of any local cities with permanent community advisory committees with general subject matter jurisdiction. Since the March JPA's founding over 30 years ago and until relatively recently, there have not been calls for such a committee. In fact, the timing of calls for such a permanent community advisory committee generally coincide with the submissions for the proposed West Campus Upper Plateau Project and the individuals who have made such requests have been those who have clearly identified themselves as opposed to that project. Rather than establish a permanent community advisory committee for an agency whose land use jurisdiction is set to be removed in July 2025, we would suggest members of the public interested in that project participate in the public meetings and the public hearing on that project.

F-12 *The March JPA does not always place special public meetings on its website calendar.*

The respondent disagrees partially with the finding. To our knowledge, the March JPA has always posted the agendas for special meetings on its website in accordance with the Brown Act. It is possible that March JPA staff may have participated in community

meetings that were not posted on the calendar, however staff tries to ensure the calendar reflects all meetings hosted by the agency.

F-13 The public does not have access to important March JPA documents.

The respondent disagrees with the finding. The March JPA complies with the California Public Records Act (PRA). If a member of the public requests a record that is subject to disclosure, it is provided in accordance with the law. Very few public agencies have the resources to upload every single public document to their website – this is a significant labor and cloud storage cost that would provide limited utility. Instead, most agencies, including the March JPA, make the most commonly utilized documents available online and comply with the PRA for all other documents.

F-14 It is difficult to search for documents on the March JPA website and it is difficult to search for content within documents on the March JPA website.

The respondent disagrees partially with the finding. The March JPA website is fairly user-friendly. It includes easy-to-use drop down menus, which provide access to information about the agency and access to documents. For example, a member of the public wishing to find copies of old agendas and minutes can find a useful link to these documents under the “Meetings & Agendas” option under the “ABOUT” tab (which is the first tab option). In addition, under the “DEVELOPMENT SERVICES” tab, there is a link called “Documents and Forms”, which takes users to a list of frequently used documents. The website also includes a search function which allows a user to search the website, and can be used to identify whether a document is available. As for searching within documents, this is possible for more recent documents where a searchable pdf format exists. However, for some older documents, the posted document is a scanned document, which may not be searchable. The March JPA simply does not have the resources to post every single public document to its website and make every document, regardless of how old, into a searchable pdf. If members of the public desire access to a public record, March JPA staff are happy to help them identify it and obtain it through the PRA process.

F-15 The March JPA violated Government Code §6503.5 (d) by not submitting all required March JPA agreements and amendments to the California Secretary of State, and to the California State Controller.

The respondent agrees with the finding. The March JPA will be filing all these documents with the Secretary of State, who is responsible for forwarding the documents to the Controller.

F-16 The March JPA violated Government Code §6503.8 by not submitting all required March JPA agreements and amendments to the Riverside County’s Local Agency Formation Commission Office.

The respondent agrees with the finding. The March JPA has now filed all these documents with Riverside County LAFCO.

F-17 The March JPA violated Government Code §6503.5 (d) by obtaining bonds worth \$32,700,000, and later refinanced those bonds at \$33,095,000, without previously submitting all required March JPA agreements and amendments to the California Secretary of State and to the California State Controller.

The respondent agrees with the finding. As acknowledged in our response to F-15, the March JPA failed to file all these documents at the correct time. The March JPA has filed the most recent amendment to the joint powers agreement and will file all others shortly. Notwithstanding the foregoing, the March JPA maintains the validity of the bonds, which were approved by the Oversight Board and Department of Finance.

F-18 The March JPA arranges for three annual audits: (1) March Joint Powers Authority, (2) March Joint Powers Utility Authority, and (3) March Inland Port Airport Authority. Annual audits appear on the March JPA website and copies are provided to the Riverside County Auditor-Controller's office.

The respondent agrees with the finding.

F-19 Effective on July 1, 2025, the March JPA transfers its land use authority, public works, policing, and fire protection responsibilities to the County of Riverside..

The respondent partially agrees with the finding. The member agencies entered into the 14th Amendment to the joint powers agreement; that document speaks for itself. It should be noted that the County currently provides fire and police protection pursuant to a municipal services agreement.

Responses to Recommendations

R-1 By August 1, 2024, the Grand Jury recommends that the March JPA Commission meet on a regular basis (i.e., meet in a fixed pattern, with equal or similar amounts of space or time between one and the next meeting) and publicize its regular meeting dates, times, and locations on its website. [Based on Findings 3, and 6 – 9; Minimal Financial Impact]

The recommendation has been implemented, with a summary regarding the implemented action. As noted in our response to F-3, the March JPA already has a regular meeting schedule and it is predictable on which dates the Commission will meet. March JPA staff will endeavor to ensure that upcoming meeting cancellations are noted on the calendar.

R-2 By October 1, 2024, the Grand Jury recommends that elected officials on the County of Riverside Board of Supervisors and city council members in Moreno Valley, Perris, and Riverside establish times when March JPA issues will be discussed, and a consensus

developed for their representatives on the March JPA Commission. [Based on Findings 4 and 11; Minimal Financial Impact]

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore. Please see our response to F-4. This is not a common or appropriate practice for regional boards or other bodies to which member agency officials are appointed. Officials appointed to the March JPA retain discretion to vote their conscience when voting as part of the Commission.

R-3 *By August 1, 2024, the Grand Jury recommends that the March JPA Commission require anyone speaking in March JPA Commission and committee meetings to use a microphone while speaking. [Based on Finding 5; Minimal Financial Impact]*

The recommendation has been implemented, with a summary regarding the implemented action. While we believe this has always been the case, March JPA staff and commissioners will be mindful of this issue at meetings.

R-4 *By August 1, 2024, the Grand Jury recommends that the March JPA Commission (a) livestream all March JPA Commission and committee public meetings and (b) allow the public to remotely make comments as if they attended in-person. [Based on Findings 7 -9; Minimal Financial Impact]*

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore. The March JPA has considered whether to implement livestreaming and live participation, and has chosen not to do so. This is consistent with California law.

R-5 *By August 1, 2024, the Grand Jury recommends that the March JPA Commission video record all March Commission and public committee meetings and make those video recordings available to the public on its website. [Based on Findings 7 -9; Minimal Financial Impact]*

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore. Video recording of March JPA meetings is not required by law. March JPA staff believes that its limited resources are better utilized on other public purposes.

R-6 *By August 1, 2024, the Grand Jury recommends that the March JPA Commission establish, or be in the process of establishing, a permanent community advisory committee made up of Riverside County residents. [Based on Findings 7 -9 and 11; Minimal Financial Impact]*

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore. See response to F-11.

R-7 *By November 1, 2024, the Grand Jury recommends that the March JPA Commission require that all Commission and public committee meeting dates, agendas, agreements, amendments, by-laws, policies, and procedures be (a) easily searchable on its website and (b) once found and opened, easily searchable. [Based on Findings 12 – 14; Minimal – Moderate Financial Impact]*

The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation. March JPA staff is committed to posting searchable pdf documents to the website whenever possible. March JPA staff will continue to ensure that public agendas are searchable.

R-8 *By October 1, 2024, the Grand Jury recommends that the March JPA Commission submit copies of all March JPA agreements and amendments, from 1993 to the present, to the California Secretary of State, California Controller, and Riverside County LAFCO as required by California Government Codes §6503.5 and §6503.8. [Based on Findings 15 and 16; Minimal Financial Impact]*

The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation. March JPA staff intends to fulfill this obligation in the coming months. March JPA staff has already submitted the documents to Riverside County LAFCO and anticipates doing the same for the other entities by June 30, 2024.

R-9 *By October 1, 2024, the Grand Jury recommends that the March JPA Commission reconsider its decision to transfer its land use authority, public works, policing, and fire protection to the County of Riverside until all land development projects are completed. [Based on Findings 3 – 9, 11 – 14, and 18; Minimal Financial Impact]*

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore. This recommendation is not consistent with the current joint powers agreement. The March JPA has no authority except the authority granted collectively by its member agencies.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: May 8, 2024

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

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

Background:

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

March Inland Port

Airport Master Plan

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

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

imagery. Staff and our consultants are preparing for a PAC meeting in October. Staff has expanded membership of the PAC to include new members from member jurisdictions in preparation of more detailed planning efforts. On September 4, 2022, the consultant provided the TAC an update on Master Plan progress and plans moving forward. Three elements of the draft FAA Master Plan have been distributed to staff internally for review. Comments for the initial submittals were provided to the contractor on the first three chapters on November 21, 2022. On November 29, 2022, the draft forecast was distributed to the FAA for review and approval. Approval is expected in 4-6 weeks. The PAC will reconvene in February 2023 to continue the next phase of comments on proposed master plan elements. Two Airport community meetings were held on September 7, 2023, and then again on January 31, 2024. On January 31, 2024, the PAC reconvened on updated Master Plan exhibits incorporating comments from MARB. The draft Master Plan document was available for public review and comment at: <https://marchjpa.com/airport-master-plan/>. Comments on the Master Plan were due by February 29, 2024.

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 3rd or early 4th Quarter 2022. The concrete pours for the building foundation started on January 6, 2022, and will continue through to March 2022. Nighttime / early morning pours and lighting are being coordinated with the March JPA and March ARB so that Base operations are not impacted. The Developer/Construction Team will provide updates to the concrete pour schedule every two weeks. Project drainage improvements are nearly complete with the exception of the final outfall structure construction at the exit onto base property. The Air Force easement document is being executed by Air Force Reserves Headquarters. An action item seeking approval to execute the easement is on this agenda for Commission consideration (*approved 2/23/2022*). Building exterior camera surveillance systems are under review by Air Force Security Forces. Staff is also working with the tenant, Hillwood and MARB on security related infrastructure being place on and around the project site to ensure the developer is meeting the security expectations of MARB. An easement between MJPA and WMWD is being developed for a specific utility property dedication of a portion of the Hillwood lease. WMWD and/or MWD will use the set-aside easement area for future water conveyance/monitoring equipment. This dedication was conditioned as part of the approval of the Project. The easement will be brought to the Commission for approval. MIPAA staff are coordinating efforts on behalf of Hillwood to effectively begin work on the drainage outfall structure. On April 19, 2022, MARB informed staff that easement documentation, has been forwarded to Air Force Reserve Headquarters for review and consideration. The draft easement was received on April 29, 2022 and is under legal review. The construction waiver and dig permit needed for the outfall construction have been approved by the base. On 8/10/22, the Commission approved Final map 37220 and approved a Subdivision Improvement Agreement. Staff was subsequently directed to file a notice of exemption pursuant to local CEQA guidelines. Western Municipal Water District's turnout easement has been executed at the southern portion of the project site for future District support infrastructure. On August 30, 2022, Air Force Reserve Command and Air Force Civil Engineering Command executed the drainage easement for the outfall structure. Construction of the drainage outfall facility onto base property began on October 4, 2022. This portion of the project is expected to be complete on December 9, 2022. Due to winter season rain events, construction is substantially completed with Temporary Certificate of Occupancy (TCO) discussions anticipated to begin first quarter of 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 has made a determination that an Environmental Assessment (EA), in compliance with NEPA, is required for the proposed Project. The preparation of appropriate environmental documents pursuant to CEQA and NEPA are underway.

Attachment(s): None.

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

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

Meeting Date: May 8, 2024

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

Motion: Move to receive and file Financial Status Reports

Background:

The monthly Financial Status Report is a summary of operational income and expenses for the month of March 2024 and for the fiscal year to date. It provides a summary of the March Inland Port Airport Authority's (MIPAA) ongoing activities related to the MIPAA approved FY 2023/24 budget.

Included in the financials are the quarterly Investment Policy Compliance Statement reports which includes the report provided by Citizens Trust for the quarter ending March 31, 2023.

Attachment(s):

- 1) Financial Status Reports for March 2024
- 2) Third Quarter FY 2023/24 Investment Policy Compliance Statement Reports

ASSETS

Cash In Bank	\$ 9,096,818.05
Investment Account	2,049,500.62
Accounts Receivable	51,603.74
Accounts Receivable - Leases	76,456,407.78
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(8,204,032.95)
Equipment	-
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	295,543.31
Deferred Outflows - OPEB	58,017.00
	<hr/>
Total Assets	<u>\$ 145,851,268.33</u>

LIABILITIES

Debt to the JPA	2,687,896.35
Payroll Liabilities	368,251.79
Interest Payable	1,672,366.67
Net Pension Liability	588,979.76
OPEB Liability	21,311.00
Compensated Absences	63,820.11
Deferred Inflows - Pension	38,144.47
Deferred Inflows - OPEB	28,024.00
Deferred Inflows - Leases	76,456,407.78
	<hr/>
Total Liabilities	<u>81,925,201.93</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	61,983,638.32
Change in Fund Balance for the eight months ending March 31, 2024	<u>1,942,428.08</u>
	<hr/>
Ending Fund Balance, March 31, 2024	<u>63,926,066.40</u>
	<hr/>
Total Liabilities and Net Position	<u>\$ 145,851,268.33</u>

General Ledger Expenses vs Budget



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
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Period 01 - 09
Fiscal Year 2024

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500	March Inland Port Fund	508,548.00	311,315.72	311,315.72	197,232.28	38.78
500-10-50100-05	Salaries and Wages	70,377.00	32,281.25	32,281.25	38,095.75	54.13
500-10-50100-10	Benefits	53,809.00	19,415.71	19,415.71	34,393.29	63.92
500-10-50100-15	PERS Contributions	8,288.00	4,654.98	4,654.98	3,633.02	43.83
500-10-50100-20	Medicare Tax	7,915.00	-104.59	-104.59	8,019.59	101.32
500-10-50100-30	Workers Compensation Ins.	54,605.00	0.00	0.00	54,605.00	100.00
500-10-50100-99	Unfunded Accrued Liab(UAL)	1,700.00	0.00	0.00	1,700.00	100.00
500-10-50150-02	Mileage Reimbursement	3,650.00	1,445.00	1,445.00	2,205.00	60.41
500-10-50150-06	PeriodicalsMemberships	5,000.00	4,095.00	4,095.00	905.00	18.10
500-10-50150-08	EducationTraining	5,000.00	3,900.70	3,900.70	1,099.30	21.99
500-10-50150-12	Travel	1,500.00	772.27	772.27	727.73	48.52
500-10-50150-16	Office Supplies	17,000.00	15,163.06	15,163.06	1,836.94	10.81
500-10-50150-18	Telephone & Intenet Expense	2,500.00	445.83	445.83	2,054.17	82.17
500-10-50150-20	Mobile PhonesPagers	100.00	0.00	0.00	100.00	100.00
500-10-50150-24	Postage	28,000.00	22,982.44	22,982.44	5,017.56	17.92
500-10-50150-26	Liability Insurance - PERMA	250.00	870.05	870.05	-620.05	-248.02
500-10-50150-30	Printing - Outside	1,700.00	1,519.31	1,519.31	180.69	10.63
500-10-50150-32	Office Equipment Leases	8,000.00	3,839.02	3,839.02	4,160.98	52.01
500-10-50150-34	Office Equipment Maintenance	3,500.00	2,160.60	2,160.60	1,339.40	38.27
500-10-50150-36	Advertisement	1,000.00	0.00	0.00	1,000.00	100.00
500-10-50150-38	ProductionArtwork	15,000.00	1,516.05	1,516.05	13,483.95	89.89
500-10-50150-40	Promotional Activities	0.00	1,991.11	1,991.11	-1,991.11	0.00
500-10-50150-42	Bank Fees	4,600.00	3,512.16	3,512.16	1,087.84	23.65
500-10-50150-47	Office Rent	8,000.00	9,363.06	9,363.06	-1,363.06	-17.04
500-10-50150-48	Office Utilities	778,698.00	0.00	0.00	778,698.00	100.00
500-10-50150-50	Depreciation Expense	104,500.00	0.00	0.00	104,500.00	100.00
500-10-50175-00	Interest Expense	0.00	0.00	0.00	0.00	0.00
500-10-50200-01	General Consulting	0.00	2,201.07	2,201.07	-2,201.07	0.00
500-10-50200-02	General Legal Services	25,000.00	27,739.43	27,739.43	-2,739.43	-10.96
500-10-50200-04	Special Legal Services	20,000.00	63,765.61	63,765.61	-43,765.61	-218.83
500-10-50200-12	Environmental Review	15,000.00	0.00	0.00	15,000.00	100.00
500-10-50200-14	Annual Audit	10,000.00	0.00	0.00	10,000.00	100.00
500-10-50200-15	Financial Consulting	1,000.00	0.00	0.00	1,000.00	100.00
500-10-50200-26	Aviation Planning	35,000.00	3,368.43	3,368.43	31,631.57	90.38
500-10-50300-02	Furniture	0.00	205.52	205.52	-205.52	0.00
500-10-50300-05	ARPA FAA Grant AIP 17	2,000,000.00	0.00	0.00	2,000,000.00	100.00
500-10-50300-06	Computer Hardware & Software	7,000.00	0.00	0.00	7,000.00	100.00

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500-10-50300-12	Taxiway G Realignment	300,000.00	0.00	0.00	300,000.00	100.00
500-10-50300-30	FAA Grant AIP15 MasterPlanPMP	0.00	68,372.94	68,372.94	-68,372.94	0.00
500-20-51150-00	Property Insurance - PERMA	79,000.00	77,057.00	77,057.00	1,943.00	2.46
500-20-51155-00	Airside Liability Insurance	50,000.00	31,124.21	31,124.21	18,875.79	37.75
500-20-51200-00	Building Maintenance	20,000.00	10,268.19	10,268.19	9,731.81	48.66
500-20-51250-00	Grounds Maintenance	11,000.00	10,299.19	10,299.19	700.81	6.37
500-20-51300-00	Equipment Maintenance	2,000.00	11,156.32	11,156.32	-9,156.32	-457.82
500-20-51350-00	Utilities	16,000.00	12,951.53	12,951.53	3,048.47	19.05
500-20-52150-00	Ramp Maintenance	10,000.00	0.00	0.00	10,000.00	100.00
500-20-52175-00	Taxiway Maintenance	10,000.00	0.00	0.00	10,000.00	100.00
500-20-52200-00	Obstruction Lighting	8,000.00	0.00	0.00	8,000.00	100.00
500-20-52300-00	Airport Equip. Maintenance	2,000.00	0.00	0.00	2,000.00	100.00
500-20-52350-00	Airport Equip. Rental	0.00	0.00	0.00	0.00	0.00
500-20-54020-00	Vehicle FuelMain.Ins.	3,500.00	2,010.04	2,010.04	1,489.96	42.57
500-20-55000-00	Environmental Fees	22,000.00	4,791.63	4,791.63	17,208.37	78.22
500-20-55005-00	Fuel Service O & M	15,000.00	0.00	0.00	15,000.00	100.00
500-20-55010-00	Airfield OPS Maintenance	12,000.00	0.00	0.00	12,000.00	100.00
500-20-55015-00	Air Force Payments (JUA)	137,000.00	23,557.31	23,557.31	113,442.69	82.80
500-23-56005-00	TRAFFIC SIGNALS	15,000.00	0.00	0.00	15,000.00	100.00
500-23-56010-00	SIGNAGE	1,000.00	300.15	300.15	699.85	69.99
500-23-56015-00	LIGHTING	15,000.00	0.00	0.00	15,000.00	100.00
500-23-56020-00	LANDSCAPING	400,000.00	20,617.92	20,617.92	379,382.08	94.85
500-23-56025-00	Drainage	20,000.00	0.00	0.00	20,000.00	100.00
500-23-56030-00	Street Sweeping	10,000.00	0.00	0.00	10,000.00	100.00
500-23-56035-00	Graffiti Removal/Vandalism	5,000.00	0.00	0.00	5,000.00	100.00
Expense Total		4,969,740.00	810,925.22	810,925.22	4,158,814.78	83.6827
Grand Total		4,969,740.00	810,925.22	810,925.22	4,158,814.78	0.8368

General Ledger
Revenue vs Budget

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Period 01 - 09
Fiscal Year 2024



March Joint Powers Authority
14205 Meridian Pkwy, Ste. 140
Riverside, CA 92518
(951) 656-7000
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
500	March Inland Port Fund						
500-00-40100-00	LEASE REVENUE	-2,454,360.00	-2,031,336.36	-2,031,336.36	-423,023.64		82.76
500-00-40300-00	PERMIT FEES	-3,500.00	-3,000.00	-3,000.00	-500.00		85.71
500-00-40500-00	GRANTS/FEDERAL	-2,070,000.00	-106,116.21	-106,116.21	-1,963,883.79		5.13
500-00-40600-00	INTEREST INCOME	0.00	-52,190.73	-52,190.73	52,190.73		0.00
500-00-40750-00	MISCELLANEOUS	0.00	0.00	0.00	0.00		0.00
500-00-40799-00	GAINLOSS ON FV OF INVESTMENT	0.00	699.00	699.00	-699.00		0.00
500-00-44050-02	Fuel Flowage Fees	-570,888.00	-241,784.51	-241,784.51	-329,103.49		42.35
500-00-44050-04	Aircraft landing Fees	-481,010.00	-203,573.20	-203,573.20	-277,436.80		42.32
500-00-44050-14	Ramp Use Fees	-3,000.00	-629.06	-629.06	-2,370.94		20.97
500-00-44050-16	Security Fees	-13,000.00	-500.00	-500.00	-12,500.00		3.85
500-00-44050-18	Vendor Surcharges	-190,000.00	-105,450.23	-105,450.23	-84,549.77		55.50
500-00-44050-20	Aircraft Tie Down	-5,000.00	-110.00	-110.00	-4,890.00		2.20
500-00-44050-22	Airplane Parking Fees	-4,000.00	-9,362.00	-9,362.00	5,362.00		234.05
Revenue Total		5,794,758.00	2,753,353.30	2,753,353.30	3,041,404.70		47.5146
Grand Total		5,794,758.00	2,753,353.30	2,753,353.30	3,041,404.70		0.4751

March Inland Port Airport Authority

Investment Quarterly Report

Airport Fund

March 31, 2024

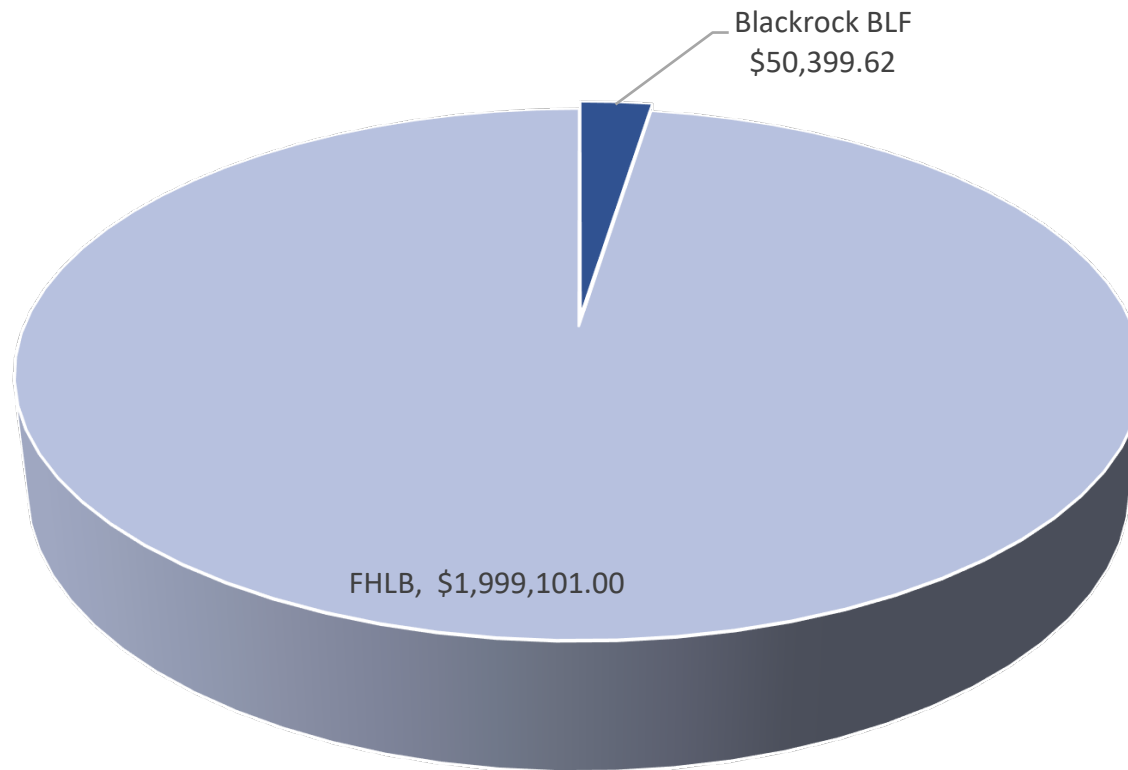
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 50,399.62	\$ 50,399.62
Fixed Income							
US Government Agency	FEDERAL HOME LOAN BANK	5.250%	3130AWZM5	8/25/2023	12/13/2024	499,800.00	\$ 500,495.00
	FEDERAL HOME LOAN BANK	5.050%	3130B04L0	2/22/2024	8/18/2025	400,000.00	\$ 399,320.00
	FEDERAL HOME LOAN BANK	5.250%	3130B0AZ2	2/28/2024	8/27/2025	300,000.00	\$ 300,132.00
	FEDERAL HOME LOAN BANK	5.125%	3130B0C56	3/1/2024	8/28/2025	300,000.00	\$ 299,889.00
	FEDERAL HOME LOAN BANK	5.200%	3130B0JT7	3/22/2024	9/19/2025	500,000.00	\$ 499,265.00
	Total US Government Agency					\$ 1,999,800.00	\$ 1,999,101.00
Total Fixed Income						\$ 1,999,800.00	\$ 1,999,101.00
Total Assets						\$ 2,050,199.62	\$ 2,049,500.62

Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr Grace Martin
Executive Director/Treasurer


**March Joint Powers Authority
Airport Fund
March 31, 2024**



March JPA (Consolidated 6 Accounts) as of March 31, 2024

Category	List of Categories for California Government Code Compliant Investments	Comment
MJPA Bonds	No limitations.	
Treasury Issues	No limitations, Faith and credit of the U.S. are pledged for the payment of principal and interest.	
California Issues	Securities issued by the State of California or any City or local agency in the state; must have at least an A rating by a NRSRO.	
Federal Agencies	Federal Agencies or U.S. Government -Sponsored Enterprise obligations, participants; or other instruments, including those by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises. No limitation on amount.	<i>Complies</i>
Bankers' Acceptance	A1 short-term rated or better by a NRSRO; or "A" long-term debt rating category or better by a NRSRO; 180 days maximum maturity. No CitizensTrust holdings.	
Commercial Paper	A-1 rating or better by a NRSRO; A long-term rating or better by NRSRO; 30% maximum; 270 days max maturity. Issuer must be a corporation organized and operating within the US and have at least \$500 total assets. No CitizensTrust holdings.	
Negotiable CDs	No rating required if under FDIC limit; if above limit, must have at least A-1 commercial paper rating and at least A long-term rating by an NRSRO; 30% maximum; Issued by a nationally or state-chartered bank, savings association or federal association, a state or federal credit union; or a foreign bank with a federal or state license.	
Repurchase Agreements	Securities underlying the repo agreement must have a market value of at least 102% of the funds borrowed against these securities. No CitizensTrust holdings.	
Medium-Term Notes	A rating category or better by a NRSRO; 30% maximum. Issued by corporations organized and operating within the US or by depository institutions licensed by the US or any state and operating within the US.	<i>Complies</i>
Money-Market Mutual Funds	Highest rating/AAA rating by two NRSROs; SEC-registered adviser with assets under management >\$500 million and experience >5 years; 20% maximum in money market mutual funds.	<i>Complies</i>
Trust Indentures	Funds held under the terms of a Trust Indenture or other contract/agreement may be invested according to its provisions. No CitizensTrust holdings.	
Collateralized Bank Deposits	Must be held in accordance with Uniform Commercial Code or applicable federal security regulations. No CitizensTrust holdings.	
Mortgage-Backed, Mortgage Pass-Through Securities, Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% maximum.	
Local Agency Investment Fund (LAIF)	Client invests directly in this category.	
Other securities authorized under CGC sections 5922 & 53601.	No CitizensTrust holdings.	
Prohibited Investments	Inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity.	

Assets managed by CitizensTrust are in full compliance with California Government Code and Client investment policy.

 Represents investments currently in March JPA portfolios and in compliance.

 Represents investments currently in March JPA portfolios and not in compliance.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: May 8, 2024

Action: **APPROVE MARCH 2024 DISBURSEMENTS**

Motion: Move to approve the check disbursements for the month of March 2024 or take other actions as deemed appropriate by the Commission.

Background:

This item is an action approving the expenses (checks) that were incurred in the month of March 2024 for the March Inland Port Airport Authority (MIPAA). A listing of those checks is attached and will be reported in the minutes as an action item.

Attachment(s): 1) Listing of checks disbursed in March 2024 for the March Inland Port Airport Authority.

Accounts Payable

Checks by Date - Summary by Check Number

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March Inland Port Airport Authority - Fund 500

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5005167	FRONTIER	Frontier Communications	03/07/2024	747.60
5005168	Minutema	Minuteman Press	03/07/2024	319.63
5005169	SCE4	Southern California Edison	03/07/2024	1,276.92
5005170	Genesis	Genesis Lamp Corporation	03/07/2024	10,781.32
5005171	BRIGHT	BrightView Landscape Services, Inc.	03/07/2024	2,771.65
5005172	BankofAm	Bank Of America	03/13/2024	2,483.57
5005173	BESTBE	Best Best & Krieger, LLP	03/13/2024	41,448.56
5005174	FASTSI	Fast Signs	03/13/2024	453.40
5005175	GRAINGER	Grainger	03/13/2024	459.15
5005176	Million	Million Air, Riverside	03/13/2024	5,714.15
5005177	BABCOCK	Babcock Laboratories, Inc.	03/13/2024	65.63
5005178	WMWD	Western Municipal Water District	03/13/2024	427.08
5005179	BRIGHT	BrightView Landscape Services, Inc.	03/13/2024	1,342.00
5005180	WASTEM	WM Corporate Services, Inc.	03/13/2024	235.04
5005181	FRONTIER	Frontier Communications	03/25/2024	949.49
5005182	StaplesA	Staples Business Credit	03/25/2024	106.86
5005183	MobileID	Mobile ID Solutions	03/25/2024	321.55
5005184	WMWD2	Western Municipal Water District	03/25/2024	197.07
Report Total (23 Checks):				<u>\$ 72,485.85</u>

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 10 (4)

Meeting Date: May 8, 2024

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 CHIEF EXECUTIVE OFFICER 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 Chief Executive Officer 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 Chief Executive Officer to execute the extension.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MIPAA - Reports, Discussions and Action Items
Agenda Item No. 11 (1)

Meeting Date: May 8, 2024

Action: **RECEIVE AND FILE THE MARCH INLAND PORT AIRPORT MASTER PLAN UPDATE**

Motion: Receive and file the March Inland Port Airport Master Plan Update

Applicant: March Inland Port Airport Authority (MIPAA)

Background:

On April 28, 2021, the Commission authorized the March Inland Port Airport Authority's (MIPAA) FAA submittal for an Airport Master Plan. The master plan project would allow MIPAA to establish a 20-year plan for the buildout of the airport. The plan would include an update to the current Airport Layout Plan and update the airport capital improvement program. Marc Champigny with C&S Engineering will present the master plan and provide a report on the status of planning activities and next steps on completing required FAA submittals. This item appeared before the Airport Land Use Study Committee on Wednesday, May 1st.

Attachment: Airport Master Plan Presentation

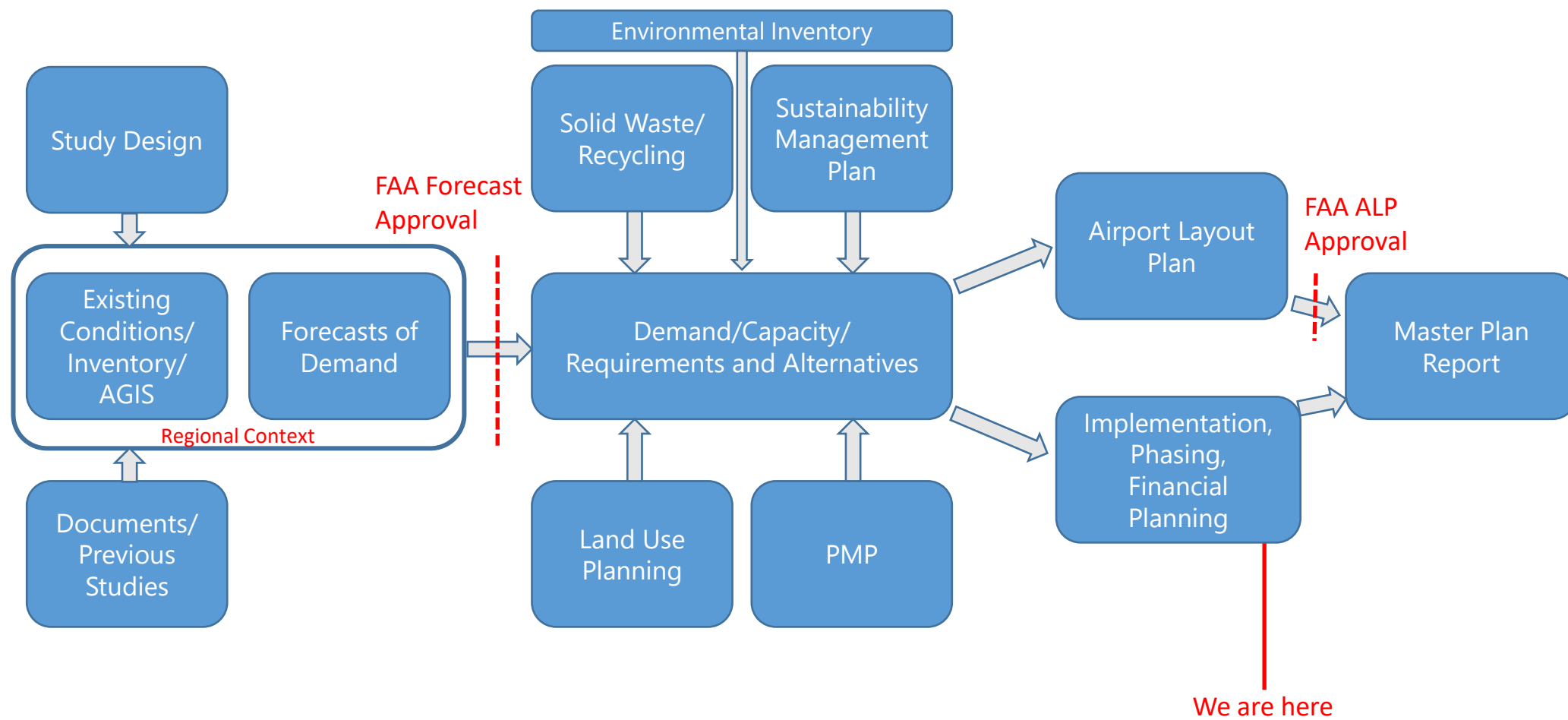
March Joint Powers Commission Briefing

Airport Master Plan
March Inland Port Airport
May 8, 2024

DRAFT



Process Flowchart/Schedule



Timeline & Outreach Meetings

Approved FAA Forecast

Table 4.14 – March Inland Port Airport Demand Forecast Summary

Forecast Year	Total Operations	FAA TAF Forecast
Existing	5,126	0
5-Year	8,746	0
10-Year	11,966	0
15-Year	14,458	0
20-Year	17,485	0

Source: FAA TAF March 2022; C&S Engineers, Inc.



U.S. Department
of Transportation
Federal Aviation
Administration

Western-Pacific Region
Airports Division
Los Angeles Airports District Office

777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

February 6, 2023

Mr. Gary W. Gosliga
Airport Director
March Inland Port Airport Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

**March ARB Airport (RIV)
Aviation Activity Forecast**

Dear Mr. Gosliga,

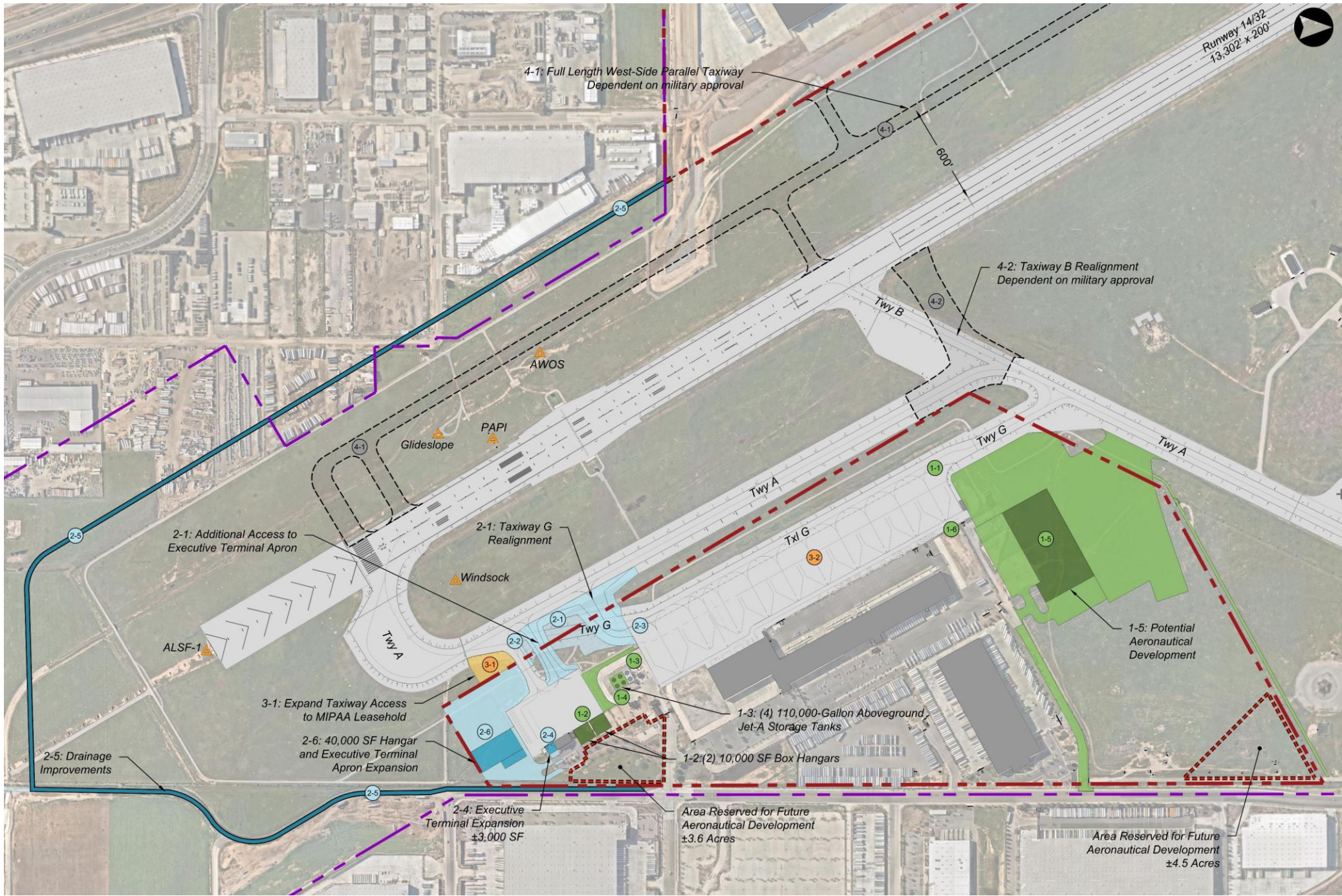
The Federal Aviation Administration (FAA) has completed the review of the Aviation Activity Forecast – Section 4, Forecasts of Demand for March ARB Airport dated November 2022. The RIV Preferred Operations Forecast, Industry Growth/Cargo High Growth/New Airline Entrant projected activity growth at eight percent, and follows with the 10 to 20 years of the planning period of four percent and fall within the standard TAF tolerance of 10 percent and 15 percent within the 5 and 10-year planning periods.

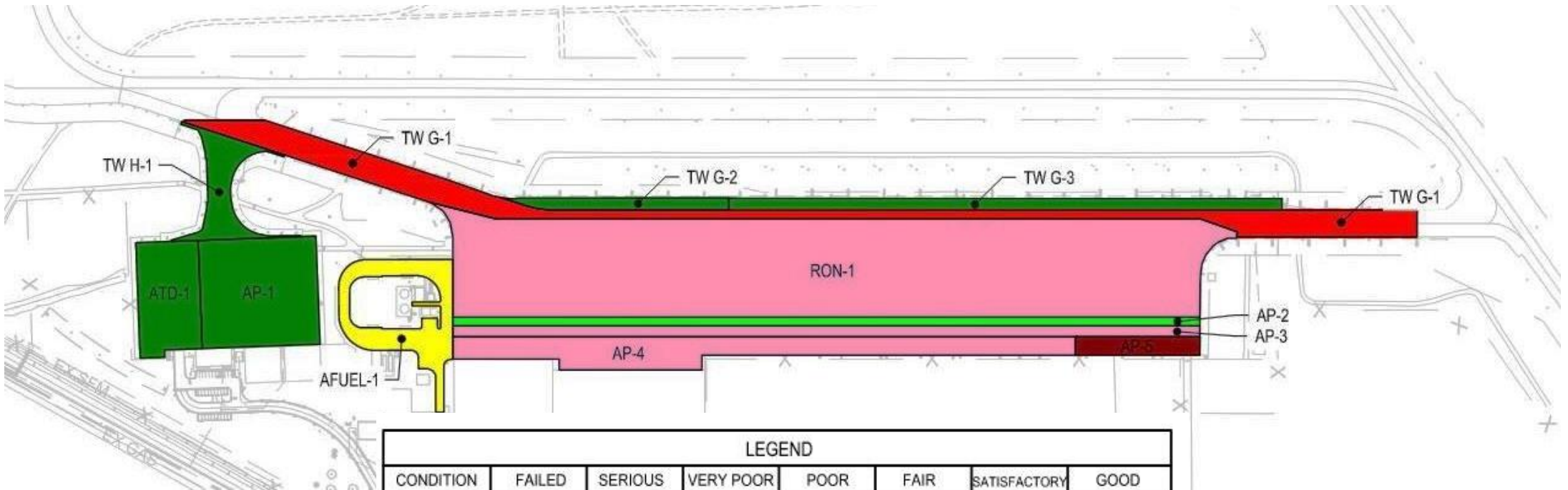
However, the TAF has not been updated to reflect the current estimated base line operations at the airport and standard TAF procedures is to flat line forecasts at some general aviation airports. Your preferred forecast as submitted is approved for airport planning purposes including Airport Layout Plan (ALP) development.

This forecast was prepared at the same time as the evolving impacts of the COVID-19 public health emergency. Forecast approval is based on the methodology, data, and conclusions at the time the document was prepared. However, consideration of the impacts of the COVID-19 public health emergency on aviation activity is warranted to acknowledge the reduced confidence in growth projections using currently-available data.

Accordingly, FAA approval of this forecast does not constitute justification for future projects. Justification for future projects will be made based on activity levels at the time the project is requested for development. Documentation of actual activity levels meeting planning activity levels will be necessary to justify AIP funding for eligible projects.







LEGEND							
CONDITION	FAILED	SERIOUS	VERY POOR	POOR	FAIR	SATISFACTORY	GOOD
PCI RANGE	0-10	11-25	26-40	41-55	56-70	71-85	86-100
COLOR CODE	Grey	Dark Red	Red	Pink	Yellow	Light Green	Dark Green

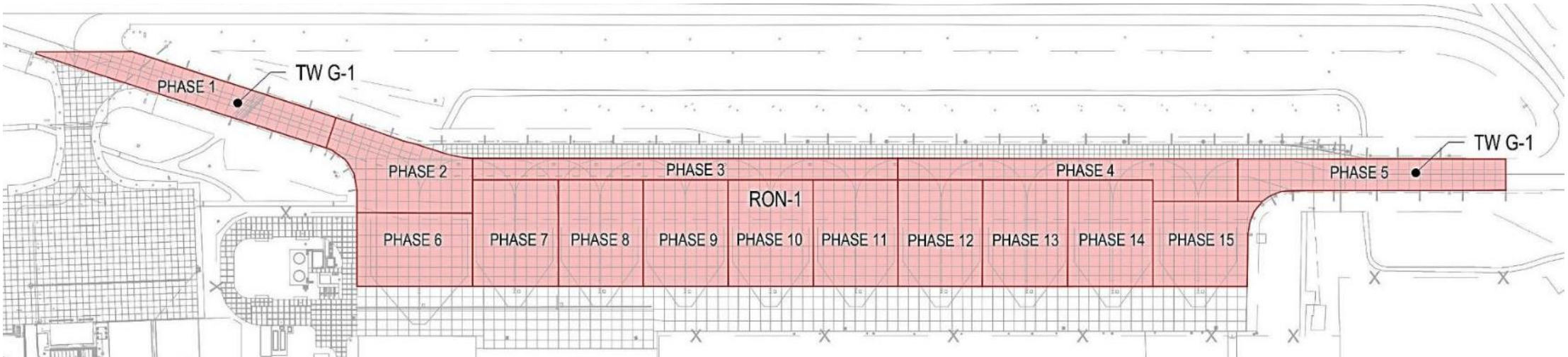


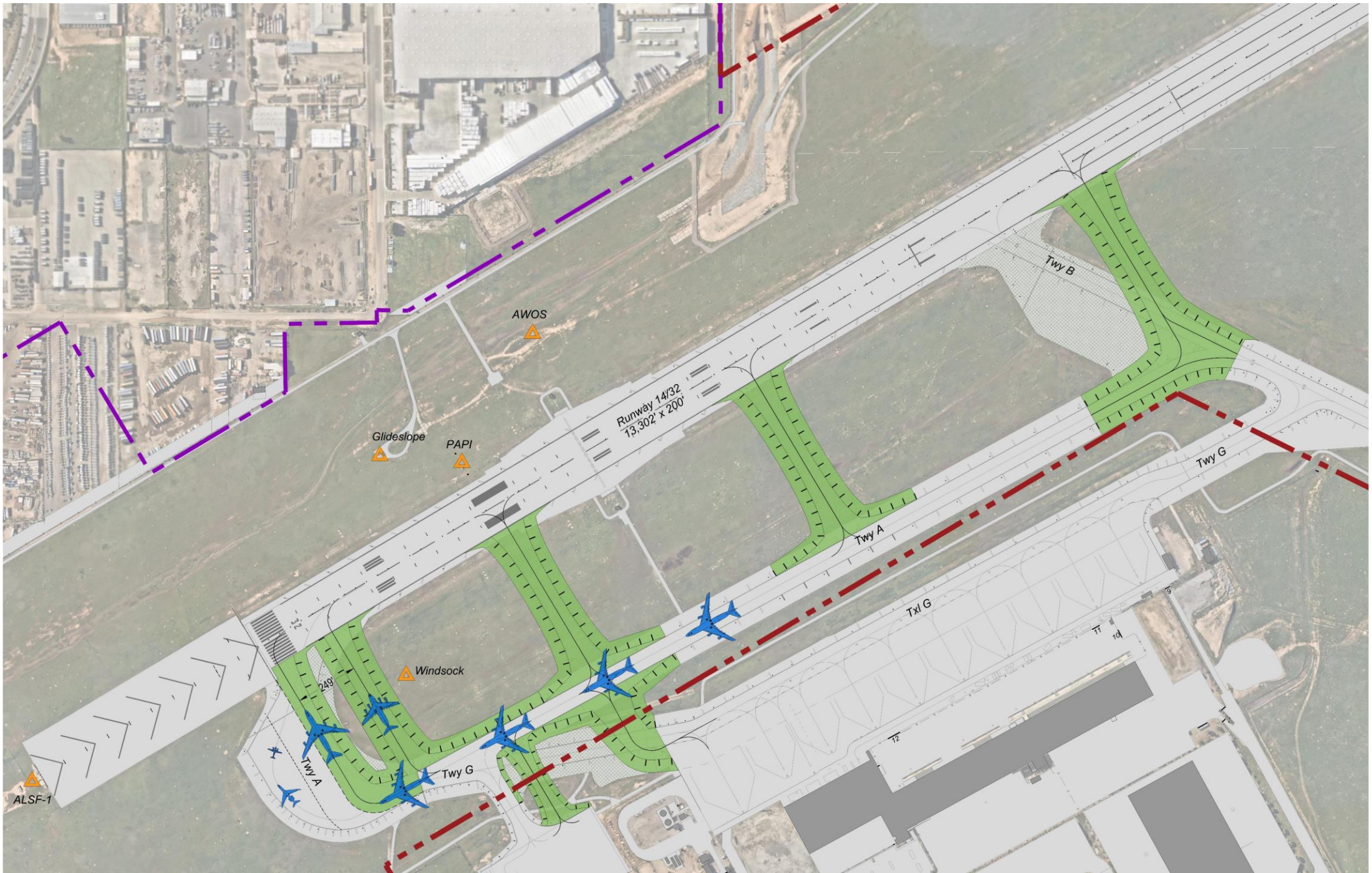
Table 8.5 – Total Development Cost by Phase

Phase	Federal Share (90%)	Local Share (10%)	Potential State Share (5%)	Phase Total
Phase 1 (0 – 5 Years)	\$6,665,000	\$33,326,000	\$333,000	\$39,991,000
Phase 2 (6 – 10 Years)	\$25,289,000	\$37,920,000	\$1,265,000	\$63,209,000
Phase 3 (11 – 20 Years)	\$30,676,000	\$3,408,000	\$1,533,000	\$34,083,000
Phases 1 – 3 Total	\$62,630,000	\$74,654,000	\$3,131,000	\$137,283,000
Phase 4 (20+ Years)	\$180,814,000	\$20,090,000	\$9,041,000	\$200,904,000
Grand Total	\$243,444,000	\$94,744,000	\$12,172,000	\$338,187,000

Source: C&S Engineers, Inc. 2023

Notes: Total costs include Projects 2-1, 2-2, and 2-3, total costs will be lower depending on need for Projects 2-2 and 2-3. Cost estimates include 20% contingency, 2% inflation increase/year, and 25% increase for design, construction admin/ management. Costs are rounded to nearest thousand.





Next Steps

- Coordinate final development plan with March ARB
- Submit ALP set to FAA for approval
- Environmental Review – CEQA and NEPA



MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY

MJPUA Operations - Consent Calendar
Agenda Item No. 12 (1)

Meeting Date: May 8, 2024

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

Motion: Move to receive and file the Financial Status Reports

Background:

The monthly Financial Status Reports is a summary of operational income and expenses for the month of March 2024 and for the fiscal year to date. It provides a summary of the March Joint Powers Utilities Authority's (MJPUA) ongoing activities related to the approved FY 2023/24 budget.

Attachment(s): Financial Status Reports for March 2024.

ASSETS

Cash In Bank	\$ 111,669.44
Accounts Receivable	<u>59,529.03</u>
Total Assets	<u><u>\$ 171,198.47</u></u>

LIABILITIES

JPA Loan Payable	<u>450,000.00</u>
Total Liabilities	<u>450,000.00</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(269,832.77)
Change in Fund Balance for the eight months ending March 31, 2024	<u>(8,968.76)</u>
Ending Fund Balance, March 31, 2024	<u>(278,801.53)</u>
Total Liabilities and Net Position	<u><u>\$ 171,198.47</u></u>

General Ledger
Expenses vs Budget

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Period 01 - 09
Fiscal Year 2024



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

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
600	March J.P. Utility Authority	5,500.00	0.00	0.00	5,500.00	100.00
600-10-50200-14	Annual Audit	180,000.00	164,512.59	164,512.59	15,487.41	8.60
600-20-51350-00	Gas Commodity Expense	25,000.00	672.25	672.25	24,327.75	97.31
600-20-51360-00	Gas Operation and Maintenananc	210,500.00	165,184.84	165,184.84	45,315.16	21.5274
Expense Total		<u>210,500.00</u>	<u>165,184.84</u>	<u>165,184.84</u>	<u>45,315.16</u>	<u>0.2153</u>
Grand Total						

**General Ledger
Revenue vs Budget**

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 Period 01 - 09
 Fiscal Year 2024



March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% Expend</u>	<u>Collect</u>
600	March J.P. Utility Authority	-180,000.00	-130,167.78	-130,167.78	-49,832.22		72.32
600-00-40620-00	GAS UTILITY	-38,000.00	-26,048.30	-26,048.30	-11,951.70		68.55
600-00-40625-00	GAS O & M	218,000.00	156,216.08	156,216.08	61,783.92		71.6588
Revenue Total		218,000.00	156,216.08	156,216.08	61,783.92		0.7166
Grand Total							

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY

MJPUA Operations - Consent Calendar
Agenda Item No. 12 (2)

Meeting Date: May 8, 2024

Action: **APPROVE MARCH 2024 DISBURSEMENTS**

Motion: Move to approve check disbursements for the month of March 2024 or take other actions as deemed appropriate by the Commission.

Background:

This item is also an action approving the expenses (checks) that were incurred in the month of March 2024 for the MJPUA. A listing of those checks is attached and will be reported in the minutes as an action item.

Attachment(s): 1) Listing of checks disbursed in March 2024 for the March Joint Powers Utilities Authority.

Accounts Payable

Checks by Date - Summary by Check Number

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March J.P. Utility Authority - Fund 600

Check No	Vendor No	Vendor Name	Check Date	Check Amount
6001050	SoCalGas	SoCalGas	03/07/2024	34,344.85
6001051	UNDER2	Underground Service Alert /SC	03/14/2024	<u>41.50</u>
Report Total (2 Checks):				<u>\$ 34,386.35</u>