

NOTICE OF A TAC MEETING

THE TECHNICAL ADVISORY COMMITTEE
OF THE
MARCH JOINT POWERS AUTHORITY

NOTICE IS HEREBY GIVEN **A MEETING OF THE TECHNICAL ADVISORY COMMITTEE**OF THE MARCH JOINT POWERS AUTHORITY

WILL BE HELD ON

Monday, November 4, 2024 from 3:30 p.m. to 5:00 p.m.

MARCH JOINT POWERS AUTHORITY OFFICE 14205 Meridian Parkway, Suite 140 Riverside, CA 92518

I hereby certify that the foregoing notice is a full, true and correct copy of a notice that was sent to the following locations:

- County of Riverside
 County Administrative Center
 4080 Lemon Street
 Riverside, CA 92501
- City of Perris
 City Hall
 101 North D Street
 Perris, CA 92570
- City of Riverside
 City Hall
 3900 Main Street
 Riverside, CA 92501
- City of Moreno Valley
 City Hall
 14177 Frederick Street
 Moreno Valley, CA 92553

 March Joint Powers Authority Office 14205 Meridian Parkway, Suite 140 Riverside, CA 92518

I hereby further certify that a copy of the foregoing notice was dispatched by me on October 31, 2024, to each member of the Technical Advisory Committee of the March Joint Powers Authority.

Cindy Camargo

Cindy Camargo, Secretary to the TAC

Meeting

of the
TECHNICAL ADVISORY COMMITTEE (TAC)
of the

MARCH JOINT POWERS AUTHORITY

Monday, November 4, 2024 at 3:30 p.m.

MARCH JOINT POWERS AUTHORITY 14205 Meridian Parkway, Suite 140 Riverside, CA 92518

AGENDA

- 1. Call to Order
- 2. Roll Call
- 3. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.

- 4. Approval of the Minutes of the TAC Meeting held on September 9, 2024 Page 4 October 7, 2024 TAC Meeting Cancelled
- 5. Public Comments

Any person may address the Technical Advisory Committee 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 Committee.

6. Reports, Discussions and Actions

- A) Report/Discussion: Technical Advisory Committee Meeting Date Discussion Page 8 Dr. Grace Martin, Chief Executive Officer
- B) Report/Discussion: Introduction to CUP 24-04 for an Instructional Studio at 21860 Van Buren Boulevard Page 10

Lauren Sotelo, Principal Planner

- Dr. Grace Martin, Chief Executive Officer
- C) Report/Discussion: Riverside County Sheriff Department Exclusive Negotiation Agreement (ENA) Amendment requesting a two-year extension Page 14

Dr. Grace Martin, Chief Executive Officer

- D) Report/Discussion: March Inland Port Airport Authority and March Air Reserve Base Partnerships Update $-\,Page~20$
 - Dr. Grace Martin, Chief Executive Officer

- 7. TAC representation and report at the next scheduled JPC Regular Meeting November 6, 2024
- 8. Reports and comments from Staff or TAC members regarding activities in their jurisdictions

9. Adjournment

In accordance with Government Code section 65009, anyone wishing to challenge any action taken by the members appointed by the March Joint Powers Commission of the entity listed in this agenda above in court may be limited to raising only those issues raised at the public hearing 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 written documentation relating to each item of business described above are on file in the office of the March Joint Powers Authority (March JPA), 14205 Meridian Parkway, Ste. 140, Riverside, California and are available for public inspection during regular office hours which are 7:30 a. m. to 5:00 p.m., Monday through Thursday, Friday-Closed. Written materials distributed to the March Joint Powers Technical Advisory Committee (TAC) within 72 hours of the TAC meeting are available for public inspection immediately upon distribution in the March JPA office at 14205 Meridian Parkway, Suite 140, Riverside, California (Government Code Section 54957.5(b)(2). Copies of written materials may be purchased for \$0.20 per page. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

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

Dated: October 31, 2024

Signed: Cindy Camargo

Cindy Camargo, Secretary MJPA Technical Advisory Committee

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

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

Special Meeting

of the

TECHNICAL ADVISORY COMMITTEE (TAC) of the MARCH JOINT POWERS AUTHORITY

Monday, September 9, 2024 at 3:30 p.m.

MARCH JOINT POWERS AUTHORITY 14205 Meridian Parkway, Suite 140 Riverside, CA 92518

MEETING MINUTES

Present: Tisa Rodriguez, Chair, Representing Congressman Mark Takano

Juan Perez, County of Riverside Clara Miramontes, City of Perris Rafael Guzman, City of Riverside

Michele Patterson, City of Moreno Valley (arrived at 3:31 p.m.)

Absent: None

Others in Attendance:

Dr. Grace Martin, March JPA Albert Maldonado, BB&K

Cindy Camargo, March JPA

Jeff Smith, March JPA

Altie Holcomb, March JPA

Timothy Reeves, Lewis Companies
Thomas Ketcham, County of Riverside
Tina Grande, County of Riverside

Rich McDaniel, 452 AMW Sharon Erb, March JPA

1. Call to Order

Chair Rodriguez called the meeting to order at 3:30 p.m.

2. Roll Call

Perez, Miramontes, Guzman, Patterson, Rodriguez

3. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.

Dr. Martin stated, Item 6 (a), the staff report states 12 citations and should state 22.

Dr. Martin stated, Item 6 (f) would be presented at the next meeting.

4. Approval of the Minutes of the TAC Meeting held on August 5, 2024

Motion to approve: Guzman

Second: Miramontes

Ayes: Guzman, Perez, Rodriguez

Noes: None Abstain: None

5. Public Comments

Any person may address the Technical Advisory Committee 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 Committee.

None.

6. Reports, Discussions and Actions

A) Report/Discussion: Riverside County Sheriff's Department Truck Enforcement Discussion

Lauren Sotelo, Principal Planner provided an update on this item.

Member Guzman asked why there were only warnings for moving violations as opposed to citations. Ms. Sotelo answered that the vehicles were either parked only for a short time or the truck was a local delivery. Member Guzman asked Ms. Sotelo to verify what is considered local delivery. Ms. Sotelo answered that it's within the JPA or surrounding businesses which includes Kohl's, Albertsons, as well as shopping centers. Chair Rodriguez asked to have the report clarify how long these delivery drivers are staging their trucks. Ms. Sotelo answered, will do.

Member Phung asked if there was a way to correlate repeat offenders so that citations are a possibility. Ms. Sotelo answered that they can do that.

B) Report/Discussion: Northeast Corner Demolition Bid Update

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

Member Guzman asked if all the buildings were within the March Lifecare footprint. Mr. Smith answered yes. Member Guzman asked if the project was to proceed, would the JPA be responsible for the demolition of the buildings. Mr. Smith answered yes. Member Guzman asked if any of the buildings are less than \$500k or if it was bundled as a quote. Mr. Smith answered that it was a bundled quote. He added that the quote was prepared to take down all six buildings. Dr. Martin added that it was anticipated under the specific plan that the developer would be responsible for cleaning up the site, demolishing the building and putting up the infrastructure. Dr. Martin added that they have not been successful in bringing in any users, which is why the item will be taken to a closed session at the next JPC meeting. She added that there are a lot of transient issues in the Northeast corner and the Sheriffs and security company hired to man the site at night, are very busy in that area. Dr. Martin stated that they are also going to help with the base exchange because they are hearing whispers that it's the next building that transients are targeting. There have been electrocutions, no deaths but they have had to call for help. Dr. Martin added that the empty buildings are presenting a safety issue and that is why they are moving ahead to take the buildings down.

Member Patterson stated that she vaguely remembers hearing that there was some sharing of those costs back to the developer. Dr. Martin answered that because it is tied to the DDA, the responsibilities of the developer would be a renegotiation for reimbursement back to the JPA for any investment.

C) Report/Discussion: March LifeCare Campus Project Update

Dr. Grace Martin, Chief Executive Officer, provided an update on this item. Member Guzman stated that it does appear that the direction is to extend it, and perhaps the demolition costs are part of the future deposit.

Member Perez asked if the cost for the Cactus Channel has been refreshed. Dr. Martin answered yes and the latest numbers show a cost of about \$26 million. Flood Control is going to send out MOAs for the construction of the project.

Chair Rodriguez asked if the developer will make the October 3rd deadline. Dr. Martin responded that the developer proposed that a separate agreement be made to waive the requirement of an SCE substation, to allow them time for the development.

D) Report/Discussion: Airport Master Plan and ALP

Dr. Grace Martin, Chief Executive Officer, provided an update on this item. Member Guzman stated that the staff's public outreach is extraordinary. He asked how long it will take to hear back from the FAA. Dr. Martin stated that it can be lengthy, especially now that they're going through staff transitions.

Member Phung asked if the cost estimate includes a COLA. Member Perez asked about the table of colors. Dr. Martin stated that the consultants did their best to match up the colors highlight in the costs table to the map. She stated that zero-to-five-year timeframe costs are largely tied to the Parcel D-1 development which is currently in review. She added that the numbers in the costs table reflects the private investment for Parcel D-1. Member Perez asked what the process for adjusting the timelines would be over time. Dr. Martin answered that this is in the Master Plan and it's in the updated Master Plan so it can be updated as regularly as they'd like. She added that the plan can be revisited every five years.

E) Report/Discussion: AP-5 Crack Seal Rehabilitation Project

Lauren Sotelo, Principal Planner provided an update on this item. No questions or comments.

F) Report/Discussion: Foreign Trade Zone 244 Annual Report 2023

Dr. Martin pulled this item to be continued until the next meeting.

G) Report/Discussion: March Joint Use Airport Operations Update

Dr. Grace Martin, Chief Executive Officer, provided an update on this item. Member Phung asked when Dr. Martin expects to hear back on where they're at. Dr. Martin stated that it is important to her that all of the TAC members are brought up to date and involved in the conversation. Dr. Martin added that they are waiting on the base for the next step on policy reviews.

7. TAC representation and report at the next scheduled JPC Regular Meeting – September 11, 2024

Chair Rodriguez stated that she will provide the TAC report on behalf of the TAC.

8. Reports and comments from Staff or TAC members regarding activities in their jurisdictions

Dr. Martin introduced the March JPA's new Quality Control Officer, Sharon Erb.

Dr. Martin added that at the next JPC meeting the Commission will consider a resolution to move meeting dates from the second Wednesday of the month to the first Wednesday of the month and relocate the meetings to the County building. The meeting dates and location are being changed due to livestreaming requests.

9. Adjournment

The meeting adjourned at 4:32 p.m.

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

MARCH JOINT POWERS AUTHORITY TECHNICAL ADVISORY COMMITTEE

OF THE MARCH JOINT POWERS AUTHORITY

Reports, Discussion and Action Agenda Item No. 6.A

Meeting Date: November 4, 2024

Report/Discussion: Technical Advisory Committee (TAC) Meeting Date Discussion

Background:

At the September 11, 2024, March Joint Powers Commission (JPC) meeting, the Commission approved Resolution JPA 24.25 setting the date, time and location of regular meetings. To accommodate the new location the meeting date has been changed to the first Wednesday of the month. This could potentially put the JPC meeting before the TAC meeting. Would the TAC Members be in favor of having the TAC meetings on the Monday prior to the first Wednesday of the month.

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.

At their May 8, 2024 meeting, the March JPA Commission considered responses to the Grand Jury report and directed staff to send a response letter to the Grand Jury within 90 days and, separately, review the feasibility of incorporating livestreaming services in future Commission meetings. During staff's research the following options were discussed – a) utilize Western Municipal Water District's livestreaming equipment and platform as well as IT experts during Commission meetings; b) hire a full time IT employee that would facilitate the Authority's technology and platform needs to allow for livestreaming services at the Western Municipal Water District Board room during Commission meetings; or b) hold Commission meetings at the Riverside County Administrative Center Board Room that provides comprehensive livestream services and includes Riverside County IT support services that would help run meetings effectively. Staff presented their findings at the August 14, 2024 March JPA Commission meeting and given the cost and efficiencies offered by the County of Riverside, the Commission directed staff to bring back a resolution that would allow them to move Commission meetings to the Riverside County Administrative Center, and change meeting dates to the first Wednesday of the month.

In compliance with the Commission's direction on accommodating the livestreaming of Commission meetings, Resolution JPA 24-25 was adopted to accommodate a change in Commission meeting location and date of meetings.

Resolution JPA 24-25 states the following:

- a) Commencing October 2, 2024, regular meetings of the Commission shall convene at 3 p.m. on the first Wednesday of every month. If needed, the Commission shall hold an additional regular meeting on the third Wednesday of every month, though it is the Commission's policy to hold one meeting per month to the extent possible.
- b) Commencing October 2, 2024, regular meetings of the Commission shall be held in the Board Chambers at the County Administrative Center, located at 4080 Lemon Street, 1st Floor, Riverside, CA 92501. From time-to-time, in order to accommodate additional attendees, the regular meetings may be held at an alternative location within the jurisdiction of the MJPA. On such occasions, the alternative location will be clearly identified on the agenda and in any public hearing notifications in accordance with the Brown Act and other applicable law.

TAC generally meets prior to the first Commission meeting of the month. Given the change of the Commission meeting date to the first Wednesday of the month, TAC meetings may not always fall on the first Monday of the month. Staff is requesting a discussion on the TAC's desired alternative dates for meetings that do not fall on the first Monday of the month.

Attachment(s): None.

MARCH JOINT POWERS AUTHORITY TECHNICAL ADVISORY COMMITTEE

OF THE MARCH JOINT POWERS AUTHORITY

Reports, Discussion and Action Agenda Item No. 6.B

Meeting Date: November 04, 2024

Subject: Introduction to CUP 24-04 for an Instructional Studio at 21860 Van Buren

Boulevard

Applicant: Self Made Training Facility

Surrounding Area/Land Use:

The project site is generally located north of Van Buren Boulevard and west of Meridian Parkway at 21860 Van Buren Boulevard, Riverside, CA 92518.



Project Overview:

March JPA has received a Conditional Use Permit application (CUP 24-04) from Self Made Training Facility proposing to occupy an existing 10,708 square foot (sf) building at 21860 Van Buren Boulevard and operate as Instructional Studio use. 21860 Van Buren Boulevard is in the

Mixed-Use zoning district of the Meridian North Campus Specific Plan (SP-5, A5). Within this zone, an Instructional Studio use requires the approval of a Conditional Use Permit by the Joint Powers Commission.

Self Made Training Facility is not a gym. It is a personal health training center which focuses on individual one-on-one training by an individually hired personalized trainer. There are no membership fees. Each independent trainer has their own clients which typically schedule their own appointments at the facility. Attachment 1 includes the applicants' detailed business description.

Analysis of Proposal:

The applicant is proposing to occupy an existing 10,708 sf building in the Mixed-Use zoning district of the Meridian North Campus Specific Plan (SP-5, A5). This building is one of thirteen in the MS Van Buren II Business Park, which was constructed in 2019. Per Table III-3 Parking Ratios by Land Use, 33 parking spaces are required and 34 parking spaces have been built to accommodate the building. Additionally, the applicant is not pursuing any changes to the existing building footprint, building elevations, or landscaping.

In recognition of the aviation safety and noise issues relative to the March Air Reserve Base/March Inland Port, the specific plan establishes Conditional Use Permit requirements for assembly uses, to assure that the specific operation complies with the Riverside County Airport Land Use Commission (ALUC) guidelines for project intensity (persons/acre). The applicant has submitted an application to the ALUC and is anticipated to be heard by their Commission on November 14, 2024.

California Environmental Quality Act (CEQA):

In accordance with March JPA's Local CEQA Guidelines, a Categorical Exemption is being considered for this application.

Current Review Status:

The application is currently in review by the ALUC with an anticipated hearing date of November 14, 2024, at 9:30 a.m.

Schedule:

The application is anticipated to go before the March Joint Powers Commission as a public hearing on December 4, 2024.

Attachment(s):

- 1. Business Description
- 2. Floor Plan



Self Made Training Facility, Inc.
42265 Winchester Road
Temecula, Ca 92592
Tel 888-640-0005
www.SelfMadeTrainingFacility.com

Date: October 29, 2024

Attn:

March Joint Powers Authority Lauren Sotelo, Senior Planner 14205 Meridian Pkwy #140 Riverside, CA 92518

Re: 21860 Van Buren, Riverside, CA

The existing space will be occupied as is, for a full exclusive private training facility that allows Independent Trainers the ability to run their own Personal Service business. There is no membership and access is by appointment only. This private training facility would be more as a sports studio, like yoga or Pilates and not so much a health club which is a bigger establishment. Therefore, this business model is more of a training facility. Similar in nature to making an appointment with your Hair Salon, but physical training similar to one-on-one martial arts studio, both of which are considered "B" Occupancies in the CBC.

The proposed project will include a new Reception Area with some retail, an open equipment Gym, utilizing the back warehouse area. We will utilize the existing front offices as Recovery, Physical Therapy Room, red sauna and cryo-therapy. Though there is ample space, we do not expect to exceed a total of about 30-35 people at any given time. The size of the space is to accommodate all the necessary equipment, so that the Trainers can coach and train specific client requests, such as core, cardio, or high intensity work outs. The boxing ring, stretching and running track will only accommodate approximately two people at a time.

The online tools, foundation and systems are there for Trainers to generate new business online. By having the full range of equipment, allows the Trainers a greater range of clientele to better successfully thrive in your local area.

Hours of operation – Monday – Friday 6AM-12AM Saturday 6AM-11PM Sunday 6AM-10PM

Staff-

Number of staff – 3 owners of operation Estimated number of trainers during peak time- 15 Estimated number of clients during peak time - 15 Number of trainers during non-peak time – 5 Number of clients during no-peak time – 5

If you have any questions or concerns, please do not hesitate to reach out and ask!

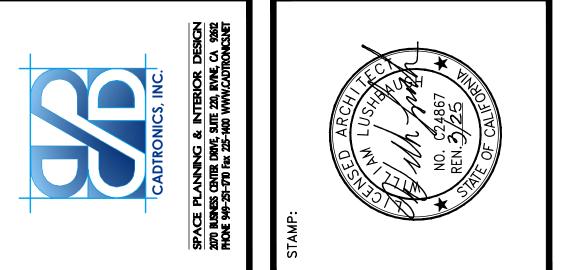
Thank you for your support,

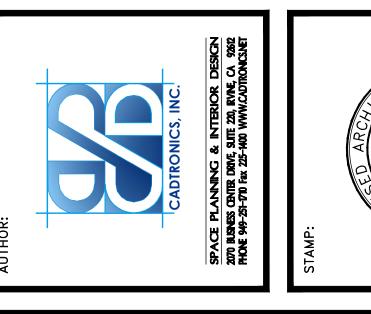
Wally Garcia
Wally Garcia

Owner (909) 362-9591 Self Made Training Facility Riverside

RIVERSIDE, CALIFORNIA 92518 **BUILDING DATA** 21860 VAN BUREN BLVD. PROPOSED PLAN AND SELF MADE TRAINING FACILITY AS NOTED TENANT/ADDRESS: DRAWINGS: CHECKED BY: B.D.M. SCALE: AS NOT DRAWN BY: JOB NO: FIRST FLOOR TRAUTFAM ENTERPRISES LLC. DATE: **ADDRESS:** SHEEL NO:

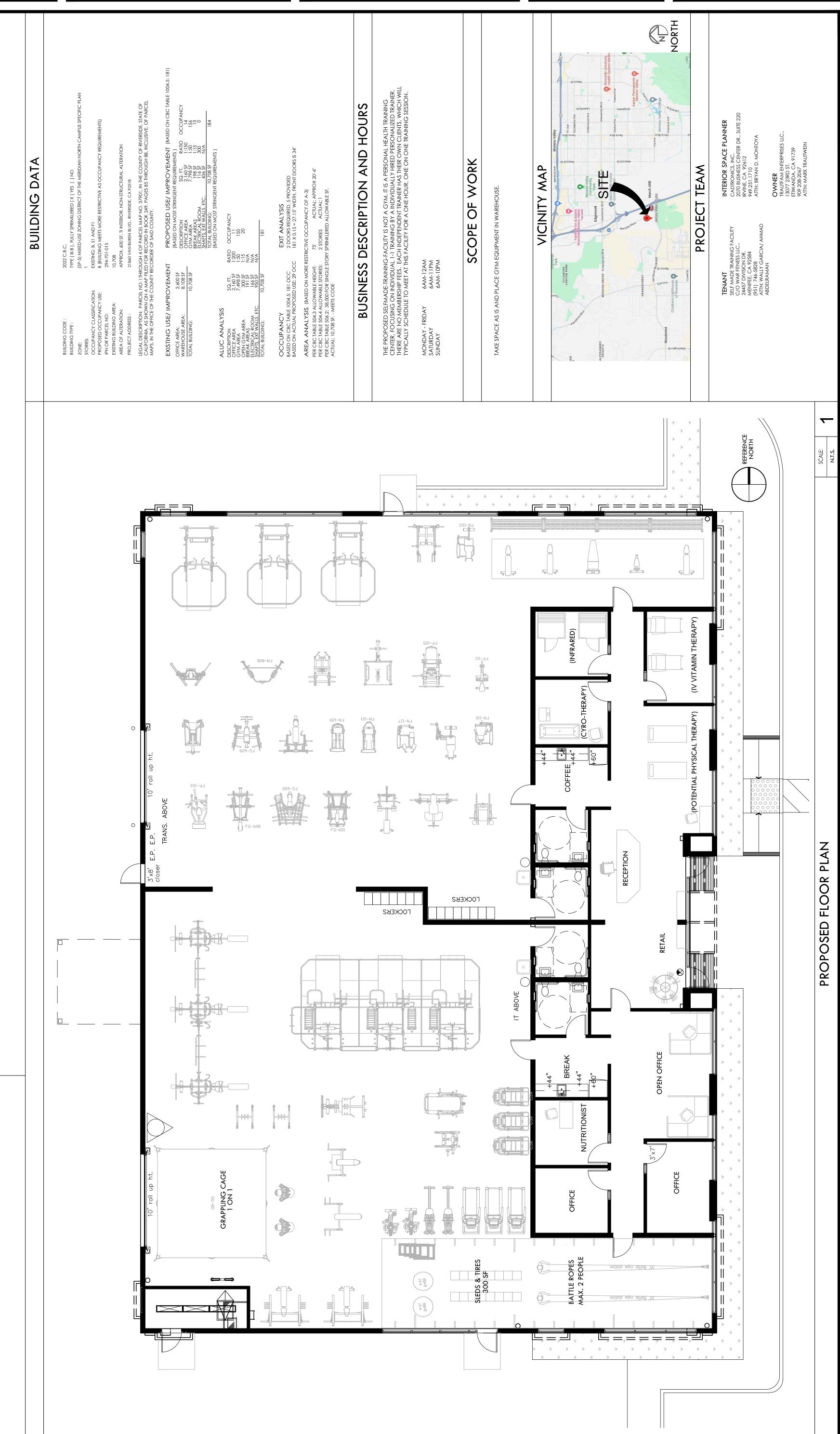








Sheet Index



MARCH JOINT POWERS AUTHORITY TECHNICAL ADVISORY COMMITTEE

OF THE MARCH JOINT POWERS AUTHORITY

Reports, Discussion and Action Agenda Item No. 6.C

Meeting Date: November 4, 2024

Report/Discussion: Riverside County Sheriff Department Exclusive Negotiation Agreement

(ENA) Amendment requesting a two-year extension

Background:

On March 22, 2023, Sheriff Chad Bianco and his administrative team made a presentation to the Commission introducing the Riverside County Sheriff's Department aviation operations and expressed interest in relocating their aviation unit to March.

As a follow up to their presentation in March, at their August 23, 2023 meeting the Commission approved an Exclusive Negotiation Agreement (ENA) that would allow the Sheriff's Department to complete their due diligence on a portion of the airport's Parcel D-1 generally depicted within the attached ENA, Exhibit A. The ENA allowed for an evaluation period of 12 months, with an option to extend the evaluation period to an additional 60 days if needed. The evaluation period, with extension, is expiring and the Sheriff's Department is now requesting a two year extension to their ENA. By executing the amended agreement, the County and MJPA would not amend previously agreed upon terms. However, the agreement would add the assessment of an existing parking lot area that the Sheriff wishes to use exclusively for their operations.

Terms will remain as follows: (a) Discuss and consider the terms for joint or separate acquisition of the Airport Property for the Project. (b) Discuss and consider conceptual development for the Project describing the Project location and the location and orientation of proposed buildings and additional land use entitlements that the Project may require. (c) Prepare a proposed time schedule for commencement and completion of the Project. The execution of this agreement does not constitute an approval of a project. As there are no active proposals considered within the property of interest, staff recommends approval of the ENA amendment with the Riverside County Sheriff Department and authorize the Chief Executive Officer to finalize and execute the agreement.

Attachment(s): Exclusive Negotiation Agreement (ENA) Amendment No. 1

AMENDMENT NO. 1 TO EXCLUSIVE NEGOTIATION AGREEMENT (Airport Property)

This Amendment No. 1 to the Exclusive Negotiation Agreement (Airport Property) for is made and entered into as of November 6, 2024 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("MJPA") and the County of Riverside, a political subdivision of the State of California, ("County"). MJPA and County are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

- A. WHEREAS, the MJPA and the County have entered into an agreement, dated August 23, 2023, for the purposes of providing a period of time for the County to negotiate with the MJPA regarding a lease agreement of Airport Property (the "Original Agreement")
- B. WHEREAS, on or about September 12, 2024, the Negotiation Period, as that term is defined in the Original Agreement, was extended pursuant to Section 2(b) of the Original Agreement.
- C. WHEREAS, as part of the development of the Airport Property, the Parties are also negotiating the development of related parking facilities.
- D. WHEREAS, due to the need to negotiate the development of related parking facilities, the Parties desire to amend the Original Agreement in order to extend the Negotiation Period.
- NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

- 1. <u>Incorporation of Recitals</u>. The recitals listed above are true and correct and are hereby incorporated herein by this reference.
- 2. <u>Amendment to Recital A of the Original Agreement</u>. Recital A of the Original Agreement shall be amended to read as follows:
- "A. MJPA owns certain real property located in the County of Riverside, California as more specifically described in <u>Exhibit A</u> and <u>Exhibit A-1</u> attached to this Agreement. The properties described in <u>Exhibits A</u> and <u>A-1</u> shall be collectively referred to as the "**Airport Property**"."
- 3. <u>Amendment to Recital C of the Original Agreement</u>. Recital C of the Original Agreement shall be amended to read as follows:

- "C. The intent of both MJPA and County into this Agreement is to establish a specific, limited period of time for County to exclusively negotiate with MJPA regarding a lease agreement for operation of the Airport Property as well as related parking facilities, subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented in the future, in the respective sole and absolute discretion of County and MJPA (this future agreement is referred to in this Agreement as a "Lease Agreement".
- 4. <u>Amendment to Section 2(a) of the Original Agreement</u>. Section 2(a) of the Original Agreement shall be amended to read as follows:
- "(a) Effective Date. The rights and duties of MJPA and County established by this Agreement shall commence on **August 22**, **2023** and shall continue in effect until November 7th, 2026 ("**Negotiation Period**"), subject to the provisions of Section 2(b)."
- 5. <u>Amendment to Section 2(b) of the Original Agreement.</u> Section 2(b) of the Original Agreement shall be amended to read as follows:
- "(b) Extension of the Negotiation Period. The Negotiation Period may be extended up to two additional (60) day terms upon the mutual written agreement of MJPA's Executive Director or his or her designee and County, provided that County submits a written request for said extension no later than thirty (30) calendar days prior to the expiration of the Negotiation Period. If the Negotiation Period is extended pursuant to this Section 2(b), MJPA's Executive Director may also modify the deadlines for any remaining actions to be taken by either MJPA or County, within such extended Negotiation Period. On or about September 14, 2024, the Parties exercised the first extension of the Negotiation Period as outlined by this Section 2(b)."
- 6. <u>Addition of Exhibit A-1 to the Original Agreement</u>. <u>Exhibit A-1</u> is hereby added to the Original Agreement. <u>Exhibit A-1</u> is hereby attached hereto to this Amendment No. 1 and incorporated herein by this reference.
- 7. <u>Full Force</u>. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.
- 8. <u>Electronic Transmission</u>. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.
- 9. <u>Counterparts</u>. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE EXCLUSIVE NEGOTIATING AGREEMENT (Airport Property)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

| MARCH JOINT POWERS AUTHORITY | COUNTY OF RIVERSIDE |
|---|--|
| APPROVED BY: | APPROVED BY: |
| | |
| Grace I. Martin, DPPD Chief Executive Officer | Remon Tadrous, Director Project Management Office |
| APPROVED AS TO FORM: | APPROVED AS TO FORM: Minh Tran County Counsel |
| Best Best & Krieger LLP General Counsel | |
| Contrat Countries | Ryan Yabko Deputy County Counsel |

JPC 11-06-24-10(4)

EXHIBIT "A-1"

Depiction of Parking Property [ATTACHED]



MARCH JOINT POWERS AUTHORITY TECHNICAL ADVISORY COMMITTEE

OF THE MARCH JOINT POWERS AUTHORITY

Reports, Discussion and Action Agenda Item No. 6.D

Meeting Date: November 4, 2024

Report/Discussion: March Inland Port Airport Authority and March Air Reserve Base

Partnerships Update

Background:

The Association of Defense Communities' Installation Innovation Forum (IIF) is the largest gathering of leaders from military, community and industry for a cross-service look at innovative ways to build partnership and collaboration on our bases and in our communities. As the federally recognized base reuse authority for the former March Air Force Base, March JPA has been an active ADC member since 2006. On October 27th through October 30th the JPA Commission Chair, Ed Delgado, Former Chair Chuck Conder and the CEO attended the IIF conference in San Antonio. The topics below represent sessions we attended. The MJPA team also had the opportunity to sit down with federal partners from Headquarters Air Force; Air Force Reserve Command and Office of Local Defense Community Cooperation (OLDCC). As March ARB representatives were also present at the conference, they were invited to participate in partnership meetings with us.

IIF Topics of Interest at March:

- 1. The next evolution of the Intergovernmental Support Agreement (IGSA) Authority
- 2. Child Care: Best Practices and Creative Solutions for a National Dilemma
- 3. Strengthening Military Resilience and the Role of Partnerships in Tabletop Exercises
- 4. Innovation Arsenal: Forging Future-Ready Installation and Community Partnerships
- 5. Getting to Yes on the Defense Community Infrastructure Program
- 6. Geeting Innovative with Installation Energy Resilience
- 7. Technology-Driven Innovation: Responsible AI at the Installation
- 8. Leveraging Enhanced Use Leases for Community and Innovation Synergy

All Department of Defense services are leveraging community partnerships to help offset the costs of operating and maintaining military installations and maximizing opportunities for economic development in local communities, in support of military missions. On November 6th, staff will present a community partnership tool, attached hereto as the MOA for cost sharing in major construction and repair costs for joint use flying facilities. This MOA is facilitated through the Joint Use Agreement between the Air Force and MIPAA.

Attachment(s): 1. Memorandum of Agreement

2. Invoice

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNITED STATES AIR FORCE

AND

MARCH INLAND PORT AIRPORT AUTHORITY

FOR

SHARING COSTS OF MAJOR REPAIRS AND CONSTRUCTION PROJECTS ON THE JOINT USE FLYING FACILITIES AT MARCH AIR RESERVE BASE

Agreement Number: 452AMW2025 MOA134

This is a new memorandum of agreement (MOA) between the United States Air Force (USAF), represented by the Commander, 452d Air Mobility Wing (452 AMW/CC), and the March Inland Port Airport Authority, a public agency and a joint powers authority governed by the March Joint Powers Commission of the March Joint Powers Authority (MIPAA), located at 14205 Meridian Parkway, Suite 140, Riverside, CA 92518. When referred to collectively, USAF, and MIPAA are referred to as the "Parties".

1. BACKGROUND. On 19 March 2014, the Parties signed a Joint Use Agreement (JUA) establishing their rights and responsibilities relating to the Joint Use Flying Facilities (JUFF) at March Air Reserve Base (March ARB). Pursuant and subject to the JUA, the USAF authorized MIPAA to use the JUFF at March ARB for the purpose of conducting civil aircraft operations. The JUA allows the Air Force as represented by 452 AMW/CC, and MIPAA as represented by the Chair of the Commission, to enter into a separate agreement for major repair and/or construction costs associated with "Joint Use Projects" as defined in the JUA. Since the effective date of the JUA, the USAF has appropriated more than Fifteen Million Dollars (\$15,000,000) worth of major repairs and construction projects on the JUFF. As the Parties have not previously entered into a cost sharing agreement, this MOA is to address cost sharing pursuant to the JUA, which would allow MIPAA to reimburse the USAF for its proportional cost share of JUFF projects.

2. AUTHORITIES.

- 2.1. Air Force Policy Directive 10-10, *Joint Use of Military and Civilian Flying Facilities*, 10 July 2018
- 2.2. Air Force Instruction 10-1002, Joint Use Agreements for Military and Civilian Flying Facilities, 8 August 2018
 - 2.3. Joint Use Agreement, 19 March 2014, paragraph 15.a

- 2.4. Department of Defense Instruction 4000.19, Support Agreements, 16 December 2020
- 3. PURPOSE AND SCOPE. Pursuant to paragraph 15.a. of the JUA, this MOA establishes procedures for sharing the costs of major repairs and construction projects on the JUFF initiated and completed since the effective date of the JUA. Major repairs and construction projects for the JUFF, as agreed to by the Parties, may include, but are not limited to, major rubber removal contracts (outside of regular annual maintenance), joint repair, and slab repair.

4. RESPONSIBILITIES OF THE PARTIES.

4.1. The USAF will—

- 4.1.1. Provide MIPAA an invoice with a list of major repairs and construction projects for the March ARB JUFF initiated and completed since the effective date of the JUA. The invoice will include the total cost of each project and a calculation of MIPAA's proportional cost share as agreed to by the Parties.
- 4.1.1.1 MIPAA's proportional share will be calculated as the number of civil aircraft operations at March ARB in a given year divided by the total sum of civil and military aircraft operations at March ARB in the same year. The term "civil aircraft operations" includes general aviation and air cargo but does not include 'official government business' related operations as defined within the JUA. The number of aircraft operations will be calculated based on March ARB Air Traffic Control Tower data and as confirmed by MIPAA.
- 4.1.1.2. Costs will be adjusted for inflation based upon the *Consumer Price Index- All Items*, utilizing the following methodology:

Current Year Inflation adjustment = (Current Year's average annual inflation INDEX – Previous Year's average annual inflation INDEX) / (Previous Year's average annual inflation INDEX).

4.1.1.3. At the request of MIPAA, the USAF may allow the repayment for costs incurred by USAF for major repairs and construction projects for the March ARB JUFF into installment payments.

4.2. MIPAA will—

- 4.2.1. Upon receiving an invoice from the USAF, review the invoice and confirm the calculations.
- 4.2.2. Once the Parties agree to the invoice, remit payment following the procedures prescribed in the invoice within forty-five (45) days except where a repayment plan is approved in accordance with Section 4.1.1.3.

5. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel, if applicable. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS.

- 6.1 POINTS OF CONTACT AND CORRESPONDENCE. The following POCs will be used by the Parties to communicate matters concerning this MOA. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed to the POCs. Each Party may change its POC(s) upon reasonable notice to the other Party.
- 6.1.1. For USAF: Col Biren Oberoi, Deputy Commander, 452 AMW, biren.oberoi.1@us.af.mil, 951-655-4520.
- 6.1.2. For MIPAA: Dr. Grace Martin, CEO, March JPA, <u>martin@marchjpa.com</u>; 951-656-7000.
- 6.2. EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.
- 6.3. EXPIRATION DATE. This MOA expires on 30 May 2025, though any payment obligations associated with payment plans under Section 4.1.1.3 shall survive the expiration.
- 6.4. REVIEW OF AGREEMENT. The Parties agree that a scheduled review of the MOA is unnecessary.
- 6.5. MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- 6.6. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.
- 6.7. TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.
- 6.8. TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.
- 6.9. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
- 6.10. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy

or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

- 6.11. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.
- 6.12. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7. FINANCIAL DETAILS.

AGREED

- 7.1. AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.
- 7.2. BILLING AND PAYMENT. The USAF will bill MIPAA in accordance with its procedures and payments will be remitted by MIPAA pursuant to Section 4 of this Agreement.

| For the United States Air Force | For the March Inland Port Airport Authority |
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| BRYAN BAILEY, Colonel, USAF Commander 452d Air Mobility Wing | EDWARD A. DELGADO Chairman |
| Date | Date |

Request for Billing Payment

Receivables from Public

NOTE: Pleae load targets within the accounting system based upon estiamted amounts referenced on Billing Request Letter

| Date: | 07 Oct 2024 | | | | SDN: | | | |
|----------------------|--|----------------------------------|---------------|------------------|----------------|---|------------------|--------------------|
| То: | Dr. Grace I. Ma C/O March Join 14205 Meridian Riverside, CA 9 | nt Powers Au n Parkway, St | - | | | | | |
| From: | | ility Wing, Financial Management | | | Customer: | March Inland Port Airport Authority/March Joint Powers Authority | | |
| | 1261 Graeber S Bldg 2313 | | | | | 14205 Meridian Parkway Suite 140 | | |
| | March ARB | | CA | 92518 | _ | Riverside | CA | 92518 |
| | Ms. Eve Hohn, | Comptroller | | | | Dr. Grace I. Martin, Chie | f Executive Off | icer |
| | | | | | | | | |
| Time Period (PoP) | DOV (if applicable) | | | L | OA | | Purpose | Amount |
| FY17 | | | | | | | | \$116,381 |
| FY18 | | | | | | | | \$1,286,231 |
| FY21 | | | | | | | | \$185,482 |
| FY22 | | | | | | | | \$142,306 |
| FY23 | | | | | | | | \$172,932 |
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| | | | | | | | Total | \$1,903,332 |
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| Addition | nal Information: | Fiscal Year | (FY) 2017 th | nrough FY23 S | ustainment Cos | st Share for joint use of M | arch ARB airfie | ld and faciliites. |
| | Please make your che request for advance | | DSSN 3801, an | d forward your p | | DFAS INDY-DISBURSING OPE C/O 3801 COLUMBUS FIELD S 8899 E 56TH STREET INDIANAPOLIS. IN 46249-860 | ITE | |
| | Final remittance before remitting | | | nt shortly. Ple | ease communi | cate with Base Leadersh | ip for final ins | tructions |
| | | | | | | | | |
| | Colonel Bryan M Commander | . Bailey | | | _ | | | |