



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 **Riverside County Administration Center - Board Chambers, 4080 Lemon Street, Riverside, California 92501** on **Wednesday, January 7, 2026 at 3:00 p.m.**

This Notice was posted on 01/02/2026 at the following locations:

March Inland Port Airport Authority
March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551

Riverside County Administration Center
4080 Lemon Street
Riverside, CA 92501

On January 2, 2026, 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
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

Wednesday, January 7, 2026 - 3:00 PM

March Joint Powers Authority Commission
Meeting Location:

Riverside County Administration Center, Board Chambers
4080 Lemon Street
Riverside, CA 92501

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.

You may view the meeting at <https://rivcotv.org/>

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
17405 Heacock Street Moreno Valley, CA 92551
Phone: (951) 656-7000 www.MarchJPA.com

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

January 7, 2026 - 3:00 PM

*Riverside County Administrative Center
Board Chambers
4080 Lemon Street
Riverside, CA 92501*

REGULAR MEETING AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Selection of March Joint Powers Authority, March Joint Powers Authority – Successor Agency and March Inland Port Airport Authority Officers for 2026 - Page 6**
6. **Selection of March Joint Powers Utilities Authority Officers for 2026 - Page 7**

Recess – 5 Minutes

7. **Presentation**
8. **Matters Subsequent to Posting Agenda**
Approval of Agenda Additions or Corrections, as Necessary.

9. 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.

10. Approval of Minutes for Special Meeting held on December 17, 2025 – Page 8

11. Consent Calendar

MJPA – Operations

- 1) Action: Authorize Staff to advertise a Request for Proposals (RFP) for Landscape Maintenance Services for the Green Acres Housing Community - Page 13
- 2) Action: Approve Amendment No. 1 to the Professional Services Agreement with John Mayer for accounting management services and authorize the Chief Executive Officer to execute the agreement – Page 14
- 3) Action: Approve revisions to the Fourth Amendment of the Employment Agreement with Dr. Grace Martin and authorize the Chair to execute the amendment – Page 24

12. Reports, Discussions and Action Items

MJPA – Operations

- 1) Action: Approve Assignments to Committees of the March Joint Powers Commission and take any action as directed by the Commission - Page 27
Dr. Grace Martin, Chief Executive Officer

13. Commission Members Oral Reports/Announcements

14. Staff Oral Reports/Announcements

15. Calendaring of Future Agenda Items

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

16. 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), 17405 Heacock Street, Moreno Valley, California and are available for public inspection during regular office hours (8:00 a.m. to 5:30 p.m., Monday through Thursday, Friday 8:00am to 4:30pm). 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 17405 Heacock Street, Moreno Valley, 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: January 2, 2026

Signed: *Cindy Camargo*
Cindy Camargo, Clerk of the March Joint Powers Authority Commission

March Joint Powers Authority
17405 Heacock Street, Moreno Valley, CA 92518
Phone: (951) 656-7000 www.MarchJPA.com

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

***MJPA Selection of MJPA, MJPA-SA and MIPAA Officers
Agenda Item No. 5***

Meeting Date: January 7, 2026

Action: **SELECTION OF MARCH JOINT POWERS AUTHORITY, MARCH JOINT POWERS AUTHORITY – SUCCESSOR AGENCY AND MARCH INLAND PORT AIRPORT AUTHORITY OFFICERS FOR 2026**

Motion: Move to select the March Joint Powers Authority, March Joint Powers Authority-Successor Agency and March Inland Port Airport Authority Commission Chair and Vice Chair for the 2026 calendar year.

Background:

The March JPA Operations and Procedures Manual (by-laws) permits the Commission to rotate its officers (Chair and Vice Chair) through a general annual election. The Manual states in Section V.A. “at its first meeting of each calendar year, the Commission shall elect a Chairperson and a Vice-Chairperson from among their current members.”

A separate vote must be taken for each of the officers’ positions.

Attachment(s): None.

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

***MJPUA Selection of MJPUA Officers
Agenda Item No. 6***

Meeting Date: January 7, 2026

Action: **SELECTION OF MARCH JOINT POWERS UTILITIES
AUTHORITY OFFICERS FOR 2026**

Motion: Move to select the March Joint Powers Utilities Authority Commission Chairman and Vice Chairman for the 2026 calendar year.

Background:

The March JPA Operations and Procedures Manual (by-laws) permits the Commission to rotate its officers (Chair and Vice Chair) through a general annual election. The manual states in Section V.A. “at its first meeting of each calendar year, the Commission shall elect a Chairperson and a Vice-Chairperson from among their current members.”

The March Joint Powers Utilities Authority (MJPUA) was formed under a Joint Exercise of the Powers Agreement between the City of Moreno Valley, City of Perris and City of Riverside for the joint purpose of creating a JPA to provide utilities service to the property formerly known as March Air Force Base. The County is not a member of the MJPUA.

A separate vote must be taken for each of the officers’ positions.

Attachment(s): None.

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

Wednesday, December 17, 2025 - 3:00 PM

*Riverside County Administrative Center
Board Chambers
4080 Lemon Street
Riverside, CA 92501*

SPECIAL MEETING MINUTES

- 1. Call to Order**
Chair Vargas called the meeting to order at 3:02 p.m.
- 2. Roll Call**
Present: Perry (arrived at 3:06pm), Delgado, Conder, Nava, Cabrera, Gutierrez (2 votes), Vargas
Absent: Medina
- 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.
None.
- 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 public comment(s):

1. Mike McCarthy

7. Approval of Minutes for Special Meeting held on October 15, 2025

No questions or comments. No public request to speak.

Motion to approve the JPC Special Meeting Minutes for the meeting held on October 15, 2025.

Motion: Gutierrez

Second: Delgado

Ayes: Perry, Delgado, Conder, Nava, Cabrera, Gutierrez (2 votes), Vargas

Noes: None

Absent: Medina

Abstain: None

Approval of Minutes for Special Meeting held on November 12, 2025

No questions or comments. No public request to speak.

Motion to approve the JPC Special Meeting Minutes for the meeting held on November 12, 2025.

Motion: Gutierrez

Second: Delgado

Ayes: Perry (2 votes), Delgado, Nava, Cabrera, Gutierrez (2 votes), Vargas

Noes: None

Absent: Medina

Abstain: Conder

8. Consent Calendar

MJPA – Operations

- 1) Report: Receive and file Financial Status Reports
- 2) Action: Approve September and October 2025 Disbursements
- 3) Action: Approve a Usage Driven Site within Foreign Trade Zone No. 244 for Jonathan Y Designs, Inc. located in Perris, CA
- 4) Action: Approve a Subzone Site within Foreign Trade Zone No. 244 for Stored Power Technology Inc. located in Riverside, CA
- 5) Action: Approve a change order by Vista Environmental for hazardous materials consulting services on the Demolition of Building No. 962 and Building No. 976 in the Northeast Corner Planning area and authority the Chief Executive Officer to execute the change order
- 6) Action: Approve an Exclusive Negotiation Agreement (ENA) with California Military Department and authorize the Chief Executive Officer to execute the agreement

7) Action: Approve the equal distribution of land sales revenue to member agencies of March Joint Powers Authority

The following person(s) provided public comment(s) for item 8 (7):

1. Mike McCarthy

Commissioners had no questions or comments.

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

Motion: Conder

Second: Perry

Ayes: Perry, Delgado, Conder, Nava, Cabrera, Gutierrez (2 votes), Vargas

Noes: None

Absent: Medina

Abstain: None

9. Reports, Discussions and Action Items

MJPA-SA - Operations

- 1) Report/Action: Adopt Resolution JPA-SA 25-02, a Resolution of the Successor Agency, approving and adopting a Recognized Obligation Payment Schedule for the period July 1, 2026 through June 30, 2027 and Administrative Budget for the Fiscal Year 2026-27, pursuant to Health and Safety Code Section 34177(o)

Dominique Clark, RSG

Dominique Clark, Director with RSG provided the briefing for Recognized Obligation Payment Schedule (ROPS). ROPS are submitted annually to the Riverside Countywide Oversight Board by February. March JPA is requesting approximately \$2.4 million for the debt service of bonds by the Successor Agency of the March JPA. Once approved by Commission, the ROPS will then be considered at the Countywide Oversight Board meeting on January 15th. Once approved, then it is submitted to the State for final determination.

Commissioners had no questions or comments. No public comments.

Motion to approve Reports, Discussions and Action Items MJPA – SA – Operations, Item 9 (1).

Motion: Gutierrez

Second: Perry

Ayes: Perry, Delgado, Conder, Nava, Cabrera, Gutierrez (2 votes), Vargas

Noes: None

Absent: Medina

Abstain: None

10. Consent Calendar

MIPAA - Operations

- 1) Report: Receive and file Financial Status Reports
- 2) Action: Approve September and October 2025 Disbursements
- 3) Action: Approve the 2025 Airport Capital Improvement Plan (ACIP), authorize the Chief Executive Officer to execute FAA submittal documents, and authorize the advertising of

a request for Request for Proposal for the Apron Reconstruction Pavement Management Plan (PMP) Phase 13 Project pursuant to the adopted ACIP

- 4) Action: Authorize C&S Companies scope of work for the delivery of fuel farm construction plans and authorize the Chief Executive Officer to execute the scope of work
- 5) Action: Approve Amendment No. 2 to the Professional Services Agreement with Aviation Management Consulting Group, Inc. (AMCG) for airport management and consulting services and authorize the Chief Executive Officer to execute the agreement

Commissioners had no questions or comments. No public comments.

Motion to approve Consent Calendar MIPAA – Operations, Item 10 (1-5).

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

11. Consent Calendar

MJPUA – Operations

- 1. Report: Receive and file Financial Status Report
- 2. Action: Approve September and October 2025 Disbursements

Commissioners had no questions or comments. No public comments.

Motion to approve Consent Calendar MJPUA – Operations, Item 11 (1-2).

Motion: Cabrera
Second: Conder
Ayes: Perry, Delgado, Nava, Cabrera, Conder, Vargas
Noes: None
Absent: None
Abstain: None

12. Commission Members Oral Reports/Announcements

Chair Vargas wished all a Merry Christmas.

13. Staff Oral Reports/Announcements

Chief Executive Officer Dr. Martin wished all a Happy Holiday.

14. Calendaring of Future Agenda Items

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

15. Closed Session

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9
March Joint Powers Authority v. Signature Healthcare Services et al., Riverside Superior Court, Case No. CVRI2404339

Closed session began: 3:17 p.m.

Closed session ended: 3:36 p.m.

Reportable Actions: None

16. Adjournment

The meeting was adjourned at 3:36 p.m.

March Joint Powers Authority
17405 Heacock Street, Moreno Valley, CA 92518
Phone: (951) 656-7000 www.MarchJPA.com

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

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

Meeting Date: January 7, 2026

Action: **AUTHORIZE ADVERTISING A REQUEST FOR
PROPOSALS (RFP) FOR LANDSCAPE
MAINTENANCE SERVICES FOR THE GREEN ACRES
HOUSING COMMUNITY**

Proposed Motion: Move to authorize advertising a Request for Proposals (RFP) for landscape maintenance services for the Green Acres Housing Community.

Background:

The March Joint Powers Authority is responsible for the operations and maintenance of 111 historical homes, Green Acres Housing community. The current landscape maintenance contract expires in February 2026. The Request for Proposal (RFP) is needed for general landscape services at Green Acres Housing Community such as weekly mowing, trimming, shrub detail, rodent control, fertilizing, weed abatement and minor irrigation repairs to the irrigation system.

Staff is requesting authorization to advertise a Request for Proposals (RFP) to obtain new landscape maintenance services for the Green Acres Housing Community.

Attachment(s): None

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

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

Meeting Date: January 7, 2026

Action: **APPROVE AMENDMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH
JOHN MAYER FOR ACCOUNTING MANAGEMENT
SERVICES AND AUTHORIZE THE CHIEF
EXECUTIVE OFFICER TO EXECUTE THE
AMENDMENT**

Motion: Move to approve Amendment No. 1 to the Professional Services Agreement with John Mayer for accounting management services and authorize the Chief Executive Officer to execute the agreement.

Background:

On November 1, 2025, March Joint Powers Authority entered into an agreement with John Mayer to provide Accounting Management Services. The contract was for a Not to Exceed amount of \$25,000. March Joint Powers currently wishes to extend the term of this Agreement to serve through the end of June 2026 and increase the budget an additional \$47,000 making the total amount of the contract Not to Exceed \$72,000.

Staff is requesting authorization to approve Amendment No. 1 and authorize the Chief Executive Officer to sign the Amendment.

Attachment(s): Professional Services Agreement Amendment No. 1

**AMENDMENT NO. 1 TO
SHORT-FORM SERVICES AGREEMENT
WITH JOHN MAYER**

This Amendment No. 1 to the Short-Form Services Agreement is made and entered into as of January 7, 2026 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("MJPA") and John Mayer, a Sole proprietorship, with its principal place of business at P.O. Box 198, Yucca Valley, CA 92286 ("Consultant"). MJPA and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the MJPA and the Consultant have entered into an agreement, dated November 1, 2025, for the purpose of providing accounting services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the contract in accordance with the compensation provisions of the Original Agreement.

C. WHEREAS, the Parties also now desire to amend the Original Agreement in order to authorize additional contract amount of \$47,000, changing the total amount of the contract to \$72,000.

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. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Term. The term of the Original Agreement shall be extended for an additional term of one year through **June 30, 2026**, unless earlier terminated.

3. Full Force. 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.

4. Electronic Transmission. 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.

5. Counterparts. 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 SHORT-FORM SERVICES AGREEMENT
WITH JOHN MAYER**

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

MARCH JOINT POWERS AUTHORITY CONSULTANT

APPROVED BY: JOHN MAYER

Grace I. Martin, DPPD
Chief Executive Officer

Signature

APPROVED AS TO FORM:

Name

Best Best & Krieger LLP
General Counsel

Title

**MARCH JOINT POWERS AUTHORITY/MARCH INLAND PORT AIRPORT AUTHORITY
SHORT-FORM SERVICES AGREEMENT**

1. **Parties and Date.** This Agreement is made and entered into this 1st day of November, 2025, by and between the March Joint Powers Authority / March Inland Port Airport Authority, a joint powers authority organized under the laws of the State of California with its principal place of business at 17405 Heacock Street, Moreno Valley, CA 92551 State of California ("MJPA/MIPAA") and John Mayer, a Sole Proprietorship, with its principal place of business at P.O. Box 198, Yucca Valley, CA 92286 ("Vendor"). MJPA/MIPAA 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 November 1, 2025 to December 31, 2025, unless earlier terminated as provided herein.

5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rate of Sixty Five Dollars (\$65) per hour as set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The total compensation shall not exceed Twenty-Five Thousand Dollars and no cents (\$25,000) ("Agreement Price"). Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the MJPA/MIPAA on a monthly basis. The MJPA/MIPAA 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/MIPAA 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/MIPAA.

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/MIPAA.

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 3 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be cancelled 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.

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 /
MARCH INLAND PORT AIRPORT
AUTHORITY**

APPROVED BY:



Grace I. Martin, DPPD
Chief Executive Officer

**JOHN MAYER
SOLE PROPRIETORSHIP**

Signature

Name

Title

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/MIPAA. 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/MIPAA. Vendor shall add MJPA/MIPAA, 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/MIPAA 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/MIPAA, 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/MIPAA, 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/MIPAA. 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/MIPAA, 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/MIPAA 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/MIPAA 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 M MJPA/MIPAA JPA shall pay Vendor the reasonable value as determined by MJPA/MIPAA of any portion of the Services completed prior to termination. The MJPA/MIPAA 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/MIPAA only in the event of MJPA/MIPAA's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

7. Changes. By written notice, MJPA/MIPAA may from time to time, make changes to the Services furnished to MJPA/MIPAA by Vendor. If such change causes an increase or decrease in the Agreement Price or in the time required for performance, Vendor or MJPA/MIPAA 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/MIPAA

in its capacity as a municipal authority. Notwithstanding the foregoing, the MJPA/MIPAA 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/MIPAA. 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/MIPAA. No employee or agent of Vendor shall become an employee of MJPA/MIPAA. 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

CONTRACT ACCOUNTING MANAGER SCOPE OF SERVICES

- Enter accounts payable invoices into computerized accounting program.
- Check vendor statements against paid invoices.
- Check purchase orders against invoices.
- Prepare bank deposits.
- Assist in preparation of special financial and statistical reports as needed.
- Assemble required financial data for federal and state grants.
- Filing of accounting records and reports.
- Miscellaneous copying and filing.
- Perform related duties as assigned.

EXAMPLES OF DUTIES

- Maintain funds and budget records for all March JPA agencies.
- Complete month-end-closing statements.
- Prepare monthly financial reports.
- Work with auditors and assist in the preparation of annual financial reports.
- Prepare special financial and statistical reports as needed.
- Post and reconcile general ledger and special fund accounts.
- Reconcile all bank accounts.
- Assist in budget preparation process, including budget presentations.
- Make journal entries.
- Record receipts.
- Assemble required financial data for federal and state grants.
- Perform any and all other accounting functions for the agency.
- File worker compensation reports.
- Attend quarterly meetings of the PERMA Risk Management board.
- Understand insurance needs in regard to property, general liability
- Negotiate in the insurance markets via brokers.
- Maintain all insurance records.
- Perform related duties as assigned.

EXHIBIT C

COMPENSATION

Compensation for Consultant: \$65.00 per hour

For MJPA/MIPAA business related travel,
mileage will be reimbursed at the California rate of 70 cents per business mile.

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

***MJPA Operations - Consent Calendar
Agenda Item No. 11 (3)***

Meeting Date: January 7, 2026

Action: **APPROVE REVISIONS TO THE FOURTH
AMENDMENT OF THE EMPLOYMENT AGREEMENT
WITH DR. GRACE MARTIN AND AUTHORIZE THE
CHAIR TO EXECUTE THE AMENDMENT**

Motion: Move to approve revisions to the Fourth Amendment of the Employment Agreement with Dr. Grace Martin and authorize the Chair to execute the amendment.

Background:

On September 9th, 2021, Dr. Grace Martin (“Employee”) was hired to serve as the Authority’s Executive Director. On October 26, 2022, the Authority and Employee entered into the First Amendment to amend the term, severance, and compensation provisions of the Employment Agreement. On October 11, 2023, the Authority and Employee entered into the Second Amendment to the amend Employee’s title from Executive Director to CEO.

On March 5, 2025, the Authority approved a three-year extension to the CEO’s employment agreement thereby setting a new expiration date of September 8, 2028. During the CEO’s annual performance review on October 15, 2025, a minor modification was discussed on Exhibit A of the agreement, to eliminate confusion on the CEO’s CALPERs designation.

Staff recommends approval of the fourth amendment to the CEO agreement with a modification to Item No. 11 of Exhibit A of the agreement.

Attachment(s): Proposed Amendment to Exhibit A of the CEO Agreement

**FOURTH AMENDMENT TO
EMPLOYMENT AGREEMENT
BETWEEN
THE MARCH JOINT POWERS AUTHORITY AND DR. GRACE MARTIN**

This Fourth Amendment to the Employment Agreement ("Fourth Amendment") is made by and between Dr. Grace Martin ("Employee") and the March Joint Powers Authority, a California joint powers authority, ("Authority") and is entered into this 7th day of January, 2026.

WHEREAS, the Authority and Employee entered into an Employment Agreement under which Employee has served as CEO since September 9, 2021 ("Original Agreement"); and

WHEREAS, on October 26, 2022, the Authority and Employee entered into the First Amendment to amend the term, severance, and compensation provisions of the Original Agreement; and

WHEREAS, on October 11, 2023, the Authority and Employee entered into the Second Amendment to the amend Employee's title from Executive Director to CEO; and

WHEREAS, on March 5, 2025, the Authority and Employee entered into the Third Amendment to extend the term of the Original Agreement for an additional three years; and

WHEREAS, with the Original Agreement, as amended, expiring on September 8, 2028, the Authority and Employee now wish to amend Item 11 of Exhibit A of the Agreement to reflect the Employee's "Classic" designation under the CALPERS; and

NOW, THEREFORE, the Authority and Employee agree as follows:

1. Exhibit A of the Original Agreement is hereby amended to delete the following language under Item 11 - "or 2.00% at 62 for PEPRA members."

2. Except as stated herein, the Original Agreement, as amended, remains in full force and effect.

IN WITNESS WHEREOF, the Authority and Employee have executed this Fourth Amendment on this 7th day of January, 2026.

By: _____
Dr. Grace I. Martin, Employee

By: _____
Chair, Joint Powers Commission
March Joint Powers Authority

Exhibit “A”

March Joint Powers Authority Executive Management Benefits per Personnel Rules and Regulations

1. Flexible Benefit Bank equivalent with career employees. What is not used for benefits will be added to employee's check as taxable wages.
2. Management Bank 6% of salary. What is not used for benefits will be added to employee's check as taxable wages.
3. 80 hours of Administrative Leave per year, accrued at 3.07 hours per pay period (must be used within the year, cannot carry over into next year).
4. 15 days of vacation per year, accrued at 4.615 hours per pay period.
5. 12 sick days per year, accrued at 3.69 hours per pay period, with no accrual limits.
6. 11 paid holidays per year.
7. 2 paid floating holidays per year.
8. Voluntary 457 deferred compensation plan. Employee may defer the maximum allowable by law.
9. Medical Reimbursement Plan allowing employees to contribute up to \$2,000 pre-tax dollars per year.
10. Dependent Care assistance account, allows employee to pay for out-of-pocket, work-related dependent day cost with pre-tax dollars.
11. California Public Employee Retirement System enrollment rate of 2.7% at 55 for Classic members ~~or 2.0% at 62 for PEPRA members~~.
12. Employer paid life insurance at three times annual salary not to exceed \$300,000.
13. Employer paid short-term (maximum weekly benefit of \$500, and maximum benefit period of 13 weeks) and long-term disability (maximum monthly benefit of \$4000, and maximum benefit period based on age at disability) at 60% of salary pursuant to Authority policy as of date of hire.

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

***MJPA - Reports, Discussions and Action Items
Agenda Item No. 12 (1)***

Meeting Date: January 7, 2026

Action: **APPROVE ASSIGNMENTS TO COMMITTEES OF THE
MARCH JOINT POWERS COMMISSION AND TAKE
ANY ACTION AS DIRECTED BY THE COMMISSION**

Motion: Move to approve Assignments to Committees of the March Joint Powers Commission and take any action as directed by the Commission.

Background:

Due to the new calendar year, it is necessary to appoint and/or reaffirm members of standing committees comprised of Commissioners. Following is a matrix of current committees, appointees and vacancies.

Committee	Current Members
Finance Subcommittee	i) Michael Vargas, City of Perris ii) Edward Delgado, City of Moreno Valley iii) Chuck Conder, City of Riverside
Meridian Implementation Committee / March Business Center Implementation Committee	i) Chuck Conder, City of Riverside ii) Edward Delgado, City of Moreno Valley iii) Jose Medina, County of Riverside
Parks Subcommittee	i) Michael Vargas, City of Perris ii) Jose Medina, County of Riverside Alternate - Jim Perry, City of Riverside
Airport Land Use Study Committee	i) Michael Vargas, City of Perris ii) Chuck Conder, City of Riverside Alternate - Jim Perry, City of Riverside
Ad-hoc Subcommittee	i) Michael Vargas, City of Perris ii) Jim Perry, City of Riverside

Attachment(s): None.