



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, February 4, 2026 at 3:00 p.m.**

This Notice was posted on 01/29/2026 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 29, 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
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March Inland Port Airport Authority
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City of Moreno Valley • City of Riverside • City of Perris • Riverside County
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March Joint Powers Commission
of the
March Joint Powers Utilities Authority
City of Moreno Valley • City of Riverside • City of Perris

Wednesday, February 4, 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

Wednesday, February 4, 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. **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 Special Meeting held on January 7, 2026 – Page 6**

8. Consent Calendar

MJPA – Operations

- 1) Report: Receive and file Financial Status Reports – Page 10
- 2) Action: Approve November and December 2025 Disbursements – Page 48
- 3) Action: Approve the Agreement for the Transfer of Fire Station Property and Balance of Fire Impact Fees from the March Joint Powers Authority to the County of Riverside and authorize the Chief Executive Officer to execute any necessary documentation – Page 53
- 4) Action: Approve and ratify the emergency action taken for roof repair of CrossWord Christian Church – Page 71
- 5) Action: Award a final contract to West SWPPP Services for weed abatement services and authorize the Chief Executive Officer to execute the contract – Page 196

9. Consent Calendar

MIPAA - Operations

- 1) Report: Receive and file Financial Status Reports – Page 277
- 2) Action: Approve November and December 2025 Disbursements – Page 286
- 3) Action: Approve Webb and Associates Proposal for environmental services for the proposed Riverside Sheriff Office Aviation Hangar Project – Page 289

10. Consent Calendar

MJPUA – Operations

1. Report: Receive and file Financial Status Report – Page 302
2. Action: Approve November and December 2025 Disbursements – Page 305

11. Commission Members Oral Reports/Announcements

12. Staff Oral Reports/Announcements

13. Calendaring of Future Agenda Items

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

14. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: A portion of Parcel D-1 (commonly referred to as the Parcel D-1 Gateway Aviation Center), generally abutting March Air Reserve Base to the south and west of Heacock Street, within the March Inland Port Airport.

Agency Negotiator: Dr. Grace Martin, Chief Executive Officer

Negotiating Parties: Meridian Park D-1, LLC

Under Negotiation: Price and Terms of Ground Lease Agreement

15. Adjournment

In accordance with Government Code section 65009, anyone wishing to challenge any action taken by the Commission of any of the entities listed in this agenda above in court may be limited to raising only those issues raised at the public hearings described in the notice or raised in written correspondence delivered to the hearing body, at or prior to the public hearing. Any written correspondence submitted to one or more of the March JPA Commissioners regarding a matter on this Agenda shall be carbon copied to the Commission Clerk and the project planner, if applicable, at or prior to the meeting date first referenced above.

Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of Clerk of the March Joint Powers Authority (JPA), 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 29, 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

THE MARCH JOINT POWERS COMMISSION
of the
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January 7, 2026 - 3:00 PM

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

REGULAR MEETING MINUTES

- 1. Call to Order**
Chair Vargas called the meeting to order at 3:00 p.m.
- 2. Roll Call**
Present: Perry, Delgado, Conder, Cabrera, Medina (arrived 3:04pm), Gutierrez, Vargas (2 votes)
Absent: Nava
- 3. Invocation**
Pastor Diane Gardner provided the invocation.
- 4. Pledge of Allegiance**
Chair Vargas led the group in the pledge.
- 5. Selection of March Joint Powers Authority, March Joint Powers Authority – Successor Agency and March Inland Port Airport Authority Officers for 2026**

Member Conder nominated Vice Chair Gutierrez as 2026 JPC Chair.

Motion: Conder

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

Member Delgado nominated Member Conder as 2026 JPC Vice Chair.

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

6. Selection of March Joint Powers Utilities Authority Officers for 2026

Member Delgado nominated Chair Vargas as 2026 MJPUA Chair with Member Perry seconding the nomination.

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

Member Delgado nominated Member Conder as 2026 MJPUA Vice Chair with Member Perry seconding the nomination.

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

Recess – 5 Minutes

A brief recess was taken to arrange the positions for the newly elected officers.
Recess started at 3:09pm and meeting resumed at 3:16pm.

7. Presentation

Newly elected Chair Gutierrez thanked outgoing Chair Vargas for his leadership during 2025 and presented him with a plaque.

8. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.
None.

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.

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

1. None.

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

No questions or comments. No public request to speak.

Motion to approve the JPC Special Meeting Minutes for the meeting held on December 17, 2025.

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

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
- 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
- 3) Action: Approve revisions to the Fourth Amendment of the Employment Agreement with Dr. Grace Martin and authorize the Chair to execute the amendment

Commission had no questions or comments. No public request to speak.

Motion to approve Consent Calendar MJPA – Operations, Item 11 (1-3).

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

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
Dr. Grace Martin, Chief Executive Officer

Dr. Martin stated due to the Meridian Business Park area land use authority transitioning to Riverside County, the Meridian Implementation Committee / March Business Center Implementation Committee is no longer needed.

All Commission Members agreed to continue in the same positions for 2026.

No public request to speak.

Motion to approve Consent Calendar MIPA – Operations, Item 12 (1).

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

13. Commission Members Oral Reports/Announcements

None.

14. Staff Oral Reports/Announcements

None.

15. Calendaring of Future Agenda Items

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

None.

16. Adjournment

The meeting adjourned at 3:25 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. 8 (1)

Meeting Date: February 4, 2026

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 months of November and December 2025 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 2025/26 budget.

Attachment(s):

- 1) Financial Status Reports for November and December 2025
- 2) Third Quarter FY 2025/26 Local Agency Investment Fund (LAIF)
- 3) Third Quarter CY 2025 Statement of Compliance Report
- 4) Fourth Quarter CY 2025 Statement of Compliance Report

March Joint Powers Authority

Balance Sheet General Fund As of November 30, 2025

ASSETS

Cash In Bank	1,138,619.90
Petty Cash	300.00
Investment Account	8,328,499.03
Meridian Drainage Fee Acct	2,718,992.68
CalPERS Benefit Trust	13,093,579.28
County Fire Facilities Fund	2,006,595.48
Accounts Receivable	3,712,048.02
Accounts Receivable - Leases	1,349,157.70
Loans Receivable	1,913,926.60
MIP Loan Receivable	2,687,896.35
MJPUA Loan Receivable	450,000.00
Due From Other Funds	426,540.74
Interest Receivable	1,776,866.67
Insurance Deposits	1,283.00

Total Assets \$ 39,604,305.45

LIABILITIES

Accounts Payable	1,252,830.51
Deposits in Trust	305,735.15
County Fire Facility	1,824,540.34
Meridian Drainage Fees	1,699,830.45
Lifecare Campus Drainage Fees	82,243.53
Meridian–St. F Sgnl Fair Share	637,826.15
MARB Heacock Project Funds	666.72
Deferred Inflows - Unavailable Revenue	1,200,000.00
Deferred Inflows - Leases	1,349,157.70

Total Liabilities 8,352,830.55

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	31,497,191.38
Change in Fund Balance for the month ending November 30, 2025	<u>(245,716.48)</u>

Ending Fund Balance, November 30, 2025 31,251,474.90

Total Liabilities and Fund Balance \$ 39,604,305.45

March Joint Powers Authority

Balance Sheet Meridian LLMD # 1 – Fund 120 As of November 30, 2025

ASSETS

Cash In Bank	\$ 1,934,539.09
Accounts Receivable	<u>32,241.39</u>
Total Assets	<u><u>\$ 1,966,780.48</u></u>

LIABILITIES

Accounts Payable	191,021.31
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>7,193.17</u>
Total Liabilities	<u>205,145.28</u>

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	1,841,212.01
Change in Fund Balance for the month ending November 30, 2025	<u>(79,576.81)</u>
Ending Fund Balance, November 30, 2025	<u>1,761,635.20</u>
Total Liabilities and Fund Balance	<u><u>\$ 1,966,780.48</u></u>

March Joint Powers Authority

Balance Sheet
March Lifecare Campus CFD 2013 – Fund 140
As of November 30, 2025

ASSETS

Cash In Bank	\$	95,986.79
Accounts Receivable		39,069.02
Allowance for Doubtful Account		(38,721.27)
Accounts Receivable, Net		<u>347.75</u>

Total Assets \$ 96,334.54

LIABILITIES

Payroll Liabilities 69,902.37

Total Liabilities 69,902.37

FUND BALANCE

Fund Balance, Beginning of Fiscal Year 56,870.26

Change in Fund Balance for the month ending November 30, 2025 (30,438.09)

Ending Fund Balance, November 30, 2025 26,432.17

Total Liabilities and Fund Balance \$ 96,334.54

March Joint Powers Authority

Balance Sheet Green Acres Enterprise Fund – Fund 300 As of November 30, 2025

ASSETS

Cash In Bank	\$ 2,072,426.23
Investment Account	3,440,478.08
Land and Buildings	16,198,934.85
Infrastructure	874,866.98
Equipment	59,514.25
Deferred Outflows - Pension	164,970.24
Deferred Outflows - OPEB	44,860.00
Accumulated Depreciation	<u>(10,298,016.30)</u>
 Total Assets	 <u><u>\$ 12,558,034.33</u></u>

LIABILITIES

Accounts Payable	159,816.46
Payroll Liabilities	458,729.51
Security Deposits	180,121.16
Net Pension Liability	370,893.96
OPEB Liability	12,045.00
Compensated Absences	45,703.35
Deferred Inflows - Pension	48,084.48
Deferred Inflows - OPEB	<u>28,597.00</u>
 Total Liabilities	 <u>1,303,990.92</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	11,453,115.73
Change in Fund Balance for the month ending November 30, 2025	<u>(199,072.32)</u>
 Ending Fund Balance, November 30, 2025	 <u>11,254,043.41</u>
 Total Liabilities and Net Position	 <u><u>\$ 12,558,034.33</u></u>

March Joint Powers Authority

Balance Sheet
Repairs & Maintenance – Fund 301
As of November 30, 2025

ASSETS

Cash In Bank	\$ 418,172.50
Total Assets	<u>\$ 418,172.50</u>

LIABILITIES

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

FUND BALANCE

Net Position, Beginning of Fiscal Year	328,579.07
Change in Fund Balance for the month ending November 30, 2025	<u>89,593.43</u>
Ending Fund Balance, November 30, 2025	<u>418,172.50</u>
Total Liabilities and Net Position	<u>\$ 418,172.50</u>

March Joint Powers Authority

Balance Sheet RORF Fund – Fund 750 As of November 30, 2025

ASSETS

Cash In Bank	571,729.43
Accounts Receivable	<u>15,050.25</u>
Total Assets	<u><u>\$ 586,779.68</u></u>

LIABILITIES

Accounts Payable	<u>15,050.25</u>
Total Liabilities	<u>15,050.25</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	571,729.43
Change in Fund Balance for the month ending November 30, 2025	<u>-</u>
Ending Fund Balance, November 30, 2025	<u>571,729.43</u>
Total Liabilities and Net Position	<u><u>\$ 586,779.68</u></u>

March Joint Powers Authority

Balance Sheet Debt Service Fund – Fund 740 As of November 30, 2025

ASSETS

Cash In Bank	\$ 1,111,534.80
Deferred Charge on Refunding	5,862,820.89
Prepaid Bond Insurance	<u>197,951.74</u>
Total Assets	<u>\$ 7,172,307.43</u>

LIABILITIES

Interest Payable	451,476.00
Bonds Payable - Series 2016A	25,600,000.00
Bonds Premium - Series 2016A	2,798,495.00
Due to Other Funds	<u>426,540.74</u>
Total Liabilities	<u>29,276,511.74</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(17,931,005.10)
Change in Fund Balance for the month ending November 30, 2025	<u>(4,173,199.21)</u>
Ending Fund Balance, November 30, 2025	<u>(22,104,204.31)</u>
Total Liabilities and Net Position	<u>\$ 7,172,307.43</u>

March Joint Powers Authority

Balance Sheet General Fund As of December 31, 2025

ASSETS

Cash In Bank	(716,579.57)
Petty Cash	300.00
Investment Account	8,328,499.03
Meridian Drainage Fee Acct	2,718,992.68
CalPERS Benefit Trust	13,093,579.28
County Fire Facilities Fund	2,006,595.48
Accounts Receivable	3,815,514.61
Accounts Receivable - Leases	1,349,157.70
Loans Receivable	1,913,926.60
MIP Loan Receivable	2,687,896.35
MJPUA Loan Receivable	450,000.00
Due From Other Funds	426,540.74
Interest Receivable	1,776,866.67
Insurance Deposits	1,283.00

Total Assets \$ 37,852,572.57

LIABILITIES

Accounts Payable	2,830.51
Deposits in Trust	305,735.15
County Fire Facility	1,824,540.34
Meridian Drainage Fees	1,699,830.45
Lifecare Campus Drainage Fees	82,243.53
Meridian–St. F Sgnl Fair Share	637,826.15
MARB Heacock Project Funds	666.72
Deferred Inflows - Unavailable Revenue	1,200,000.00
Deferred Inflows - Leases	1,349,157.70

Total Liabilities 7,102,830.55

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	31,497,191.38
Change in Fund Balance for the month ending December 31, 2025	<u>(747,449.36)</u>

Ending Fund Balance, December 31, 2025 30,749,742.02

Total Liabilities and Fund Balance \$ 37,852,572.57

March Joint Powers Authority

Balance Sheet Meridian LLMD # 1 – Fund 120 As of December 31, 2025

ASSETS

Cash In Bank	\$ 1,934,539.09
Accounts Receivable	<u>32,241.39</u>
Total Assets	<u><u>\$ 1,966,780.48</u></u>

LIABILITIES

Accounts Payable	191,021.31
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>7,193.17</u>
Total Liabilities	<u>205,145.28</u>

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	1,841,212.01
Change in Fund Balance for the month ending December 31, 2025	<u>(79,576.81)</u>
Ending Fund Balance, December 31, 2025	<u>1,761,635.20</u>
Total Liabilities and Fund Balance	<u><u>\$ 1,966,780.48</u></u>

March Joint Powers Authority

Balance Sheet

March Lifecare Campus CFD 2013 – Fund 140

As of December 31, 2025

ASSETS

Cash In Bank	\$	95,986.79
Accounts Receivable		39,069.02
Allowance for Doubtful Account		(38,721.27)
Accounts Receivable, Net		<u>347.75</u>

Total Assets	\$	<u>96,334.54</u>
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LIABILITIES

Payroll Liabilities		<u>69,902.37</u>
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Total Liabilities		<u>69,902.37</u>
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FUND BALANCE

Fund Balance, Beginning of Fiscal Year		56,870.26
Change in Fund Balance for the month ending December 31, 2025		<u>(30,438.09)</u>

Ending Fund Balance, December 31, 2025		<u>26,432.17</u>
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Total Liabilities and Fund Balance	\$	<u>96,334.54</u>
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March Joint Powers Authority

Balance Sheet Green Acres Enterprise Fund – Fund 300 As of December 31, 2025

ASSETS

Cash In Bank	\$ 2,096,732.50
Investment Account	3,440,478.08
Land and Buildings	16,198,934.85
Infrastructure	874,866.98
Equipment	59,514.25
Deferred Outflows - Pension	164,970.24
Deferred Outflows - OPEB	44,860.00
Accumulated Depreciation	<u>(10,298,016.30)</u>
 Total Assets	 <u><u>\$ 12,582,340.60</u></u>

LIABILITIES

Accounts Payable	159,816.46
Payroll Liabilities	468,450.71
Security Deposits	182,791.71
Net Pension Liability	370,893.96
OPEB Liability	12,045.00
Compensated Absences	45,703.35
Deferred Inflows - Pension	48,084.48
Deferred Inflows - OPEB	<u>28,597.00</u>
 Total Liabilities	 <u>1,316,382.67</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	11,453,115.73
Change in Fund Balance for the month ending December 31, 2025	<u>(187,157.80)</u>
 Ending Fund Balance, December 31, 2025	 <u>11,265,957.93</u>
 Total Liabilities and Net Position	 <u><u>\$ 12,582,340.60</u></u>

March Joint Powers Authority

**Balance Sheet
Repairs & Maintenance – Fund 301
As of December 31, 2025**

ASSETS

Cash In Bank	\$ 416,382.50
Total Assets	<u>\$ 416,382.50</u>

LIABILITIES

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

FUND BALANCE

Net Position, Beginning of Fiscal Year	328,579.07
Change in Fund Balance for the month ending December 31, 2025	<u>87,803.43</u>
Ending Fund Balance, December 31, 2025	<u>416,382.50</u>
Total Liabilities and Net Position	<u>\$ 416,382.50</u>

March Joint Powers Authority

Balance Sheet RORF Fund – Fund 750 As of December 31, 2025

ASSETS

Cash In Bank	571,729.43
Accounts Receivable	<u>15,050.25</u>
Total Assets	<u><u>\$ 586,779.68</u></u>

LIABILITIES

Accounts Payable	<u>15,050.25</u>
Total Liabilities	<u>15,050.25</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	571,729.43
Change in Fund Balance for the month ending December 31, 2025	<u>-</u>
Ending Fund Balance, December 31, 2025	<u>571,729.43</u>
Total Liabilities and Net Position	<u><u>\$ 586,779.68</u></u>

March Joint Powers Authority

Balance Sheet Debt Service Fund – Fund 740 As of December 31, 2025

ASSETS

Cash In Bank	\$ 11,476.05
Deferred Charge on Refunding	5,862,820.89
Prepaid Bond Insurance	<u>197,951.74</u>
Total Assets	<u>\$ 6,072,248.68</u>

LIABILITIES

Interest Payable	451,476.00
Bonds Payable - Series 2016A	25,600,000.00
Bonds Premium - Series 2016A	2,798,495.00
Due to Other Funds	<u>426,540.74</u>
Total Liabilities	<u>29,276,511.74</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(17,931,005.10)
Change in Fund Balance for the month ending December 31, 2025	<u>(5,273,257.96)</u>
Ending Fund Balance, December 31, 2025	<u>(23,204,263.06)</u>
Total Liabilities and Net Position	<u>\$ 6,072,248.68</u>

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

November 25, 2025

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

MARCH JOINT POWERS AUTHORITY

ACCOUNTING MANAGER/CONTROLLER
14205 MERIDIAN PARKWAY, SUITE 140
RIVERSIDE, CA 92518

[Tran Type Definitions](#)

Account Number: 40-33-027

October 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
10/15/2025	10/14/2025	QRD	1784247	N/A	SYSTEM	79,831.36

Account Summary

Total Deposit:	79,831.36	Beginning Balance:	7,308,006.83
Total Withdrawal:	0.00	Ending Balance:	7,387,838.19

LAIF	Total	JPA	GA	MIPAA
Initial Deposit	\$ 7,000,000.00	\$ 2,913,332.97	\$ 996,833.45	\$ 3,089,833.58
Interest Income 9/30/2024	67,788.39	28,212.88	9,653.39	29,922.12
Interest Income 12/31/2024	82,226.98	34,222.08	11,709.51	36,295.38
Interest Income 3/31/2025	78,792.34	32,792.62	11,220.41	34,779.32
Balance as of 4/30/2025	\$ 7,228,807.71	\$ 3,008,560.55	\$ 1,029,416.76	\$ 3,190,830.40
Interest Income 6/30/2025	79,199.12	32,961.92	11,278.33	34,958.87
Interest Income 9/30/2025	79,831.36	33,225.05	11,368.37	35,237.95
Balance as of 10/31/2025	\$ 7,387,838.19	\$ 3,074,747.51	\$ 1,052,063.46	\$ 3,261,027.22

**March Joint Powers Authority
Investment Quarterly Report
General Fund
September 30, 2025**

<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	ALLSPRING FUNDS TR GOVT MMKT I		94975P405	On going	Open	\$ 505,876.57	\$ 505,876.57
US Government Agency	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	03/25/2025	9/25/2028	\$ 400,000.00	\$ 400,760.00
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	04/16/2025	10/16/2028	\$ 199,760.00	\$ 199,724.00
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/02/2025	10/2/2028	\$ 600,000.00	\$ 599,910.00
	FEDERAL HOME LOAN BANK	4.150%	3130B3BV4	10/15/2024	10/15/27-2026	\$ 348,967.50	\$ 349,797.00
	FEDERAL HOME LOAN BANK	4.500%	3130B3NE9	11/12/2024	11/12/2027	\$ 250,000.00	\$ 249,707.50
	FEDERAL HOME LOAN BANK	4.550%	3130B3PH0	11/15/2024	11/14/2028	\$ 149,812.50	\$ 149,796.00
	FEDERAL HOME LOAN BANK	65.000%	3130AL5X8	02/24/2021	2/24/2026	\$ 100,000.00	\$ 98,711.00
	FEDERAL HOME LOAN BANK	78.000%	3130ALEK6	02/26/2021	2/26/2026	\$ 100,000.00	\$ 98,761.00
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/12/2021	5/12/2026	\$ 100,000.00	\$ 98,281.00
	FEDERAL HOME LOAN BANK	90.000%	3130ANJT8	08/26/2021	8/26/2026	\$ 219,835.00	\$ 214,405.40
	FEDERAL HOME LOAN BANK	70.000%	3130AKQX7	01/28/2021	1/28/2026	\$ 150,000.00	\$ 148,459.50
	FEDERAL HOME LOAN BANK	4.500%	3130AYTT3	02/08/2024	2/4/2028	\$ 200,000.00	\$ 200,232.00
	FEDERAL HOME LOAN BANK	5.000%	3130B0RE1	04/05/2024	4/2/2027	\$ 300,000.00	\$ 300,009.00
	FEDERAL HOME LOAN BANK	4.900%	3130B0TE9	04/10/2024	4/10/2028	\$ 200,000.00	\$ 200,916.00
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	9/30/2026	\$ 50,000.00	\$ 48,704.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.625%	3134GXCR3	11/24/2020	11/24/2025	\$ 199,990.00	\$ 198,976.00
	FEDERAL HOME LOAN MORTGAGE CORP	4.030%	3134HAPK3	10/10/2024	10/10/2029-2026	\$ 148,485.00	\$ 149,587.50
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	58.000%	3135G06A6	10/20/2020	10/20/2025	\$ 299,925.00	\$ 299,436.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.000%	3136GAKR9	07/23/2025	7/21/28-2026	\$ 348,670.00	\$ 349,499.50
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.100%	3136GALL1	08/05/2025	8/5/30-2026	\$ 350,000.00	\$ 349,492.50
	Total US Government Agency					\$ 4,715,445.00	\$ 4,705,164.90
						\$ 4,715,445.00	\$ 4,705,164.90
Total Fixed Income						\$ 5,221,321.57	\$ 5,211,041.47

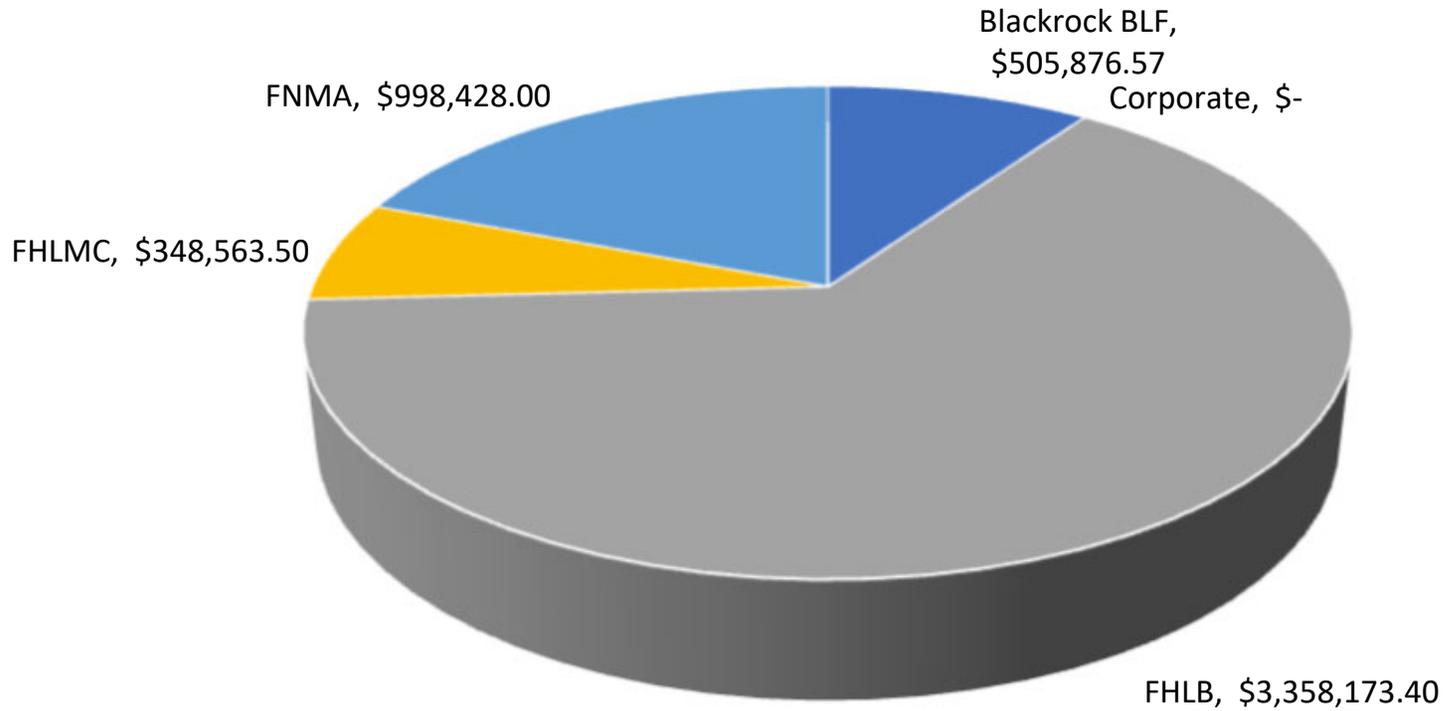
Total Assets

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
September 30, 2025**



**March Joint Powers Authority
Investment Quarterly Report
General Fund
December 31, 2025**

<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	ALLSPRING FUNDS TR GOVT MMKT I		94975P405	On going	Open	\$ 243,420.61	\$ 243,420.61
	FEDERAL HOME LOAN BANK	0.700%	3130AKQX7	01/28/2021	1/28/2026	\$ 150,000.00	\$ 149,685.00
	FEDERAL HOME LOAN BANK	0.650%	3130AL5X8	02/24/2021	2/24/2026	\$ 100,000.00	\$ 99,565.00
	FEDERAL HOME LOAN BANK	0.780%	3130ALEK6	02/26/2021	2/26/2026	\$ 100,000.00	\$ 99,568.00
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/12/2021	5/12/2026	\$ 100,000.00	\$ 99,055.00
	FEDERAL HOME LOAN BANK	0.900%	3130ANJT8	08/26/2021	8/26/2026	\$ 219,835.00	\$ 216,013.60
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	9/30/2026	\$ 50,000.00	\$ 49,057.50
	FEDERAL HOME LOAN BANK	4.500%	3130AYTT3	02/08/2024	2/4/2028	\$ 200,000.00	\$ 200,030.00
	FEDERAL HOME LOAN BANK	4.900%	3130B0TE9	04/10/2024	4/10/2028	\$ 200,000.00	\$ 200,466.00
	FEDERAL HOME LOAN BANK	4.150%	3130B3BV4	10/15/2024	10/15/27-2026	\$ 348,967.50	\$ 349,912.50
US Government Agency	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	03/25/2025	9/25/2028	\$ 400,000.00	\$ 401,336.00
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	04/16/2025	10/16/2028	\$ 199,760.00	\$ 199,944.00
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/02/2025	10/2/2028	\$ 1,350,000.00	\$ 1,351,093.50
	FEDERAL HOME LOAN MORTGAGE CORP	4.030%	3134HAPK3	10/10/2024	10/10/2029-2026	\$ 148,485.00	\$ 149,775.00
	FEDERAL HOME LOAN MORTGAGE CORP	3.750%	3134HB2B6	10/22/2025	7/21/2028	\$ 498,900.00	\$ 498,890.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.000%	3136GAKR9	07/23/2025	7/21/28-2026	\$ 348,670.00	\$ 349,916.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.100%	3136GALL1	08/05/2025	8/5/30-2026	\$ 350,000.00	\$ 350,693.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3.820%	3136GC5D3		11/13/2029	\$ 249,750.00	\$ 250,330.00
	Total US Government Agency					\$ 5,014,367.50	\$ 5,015,330.10
						\$ 5,014,367.50	\$ 5,015,330.10
Total Fixed Income						\$ 5,257,788.11	\$ 5,258,750.71

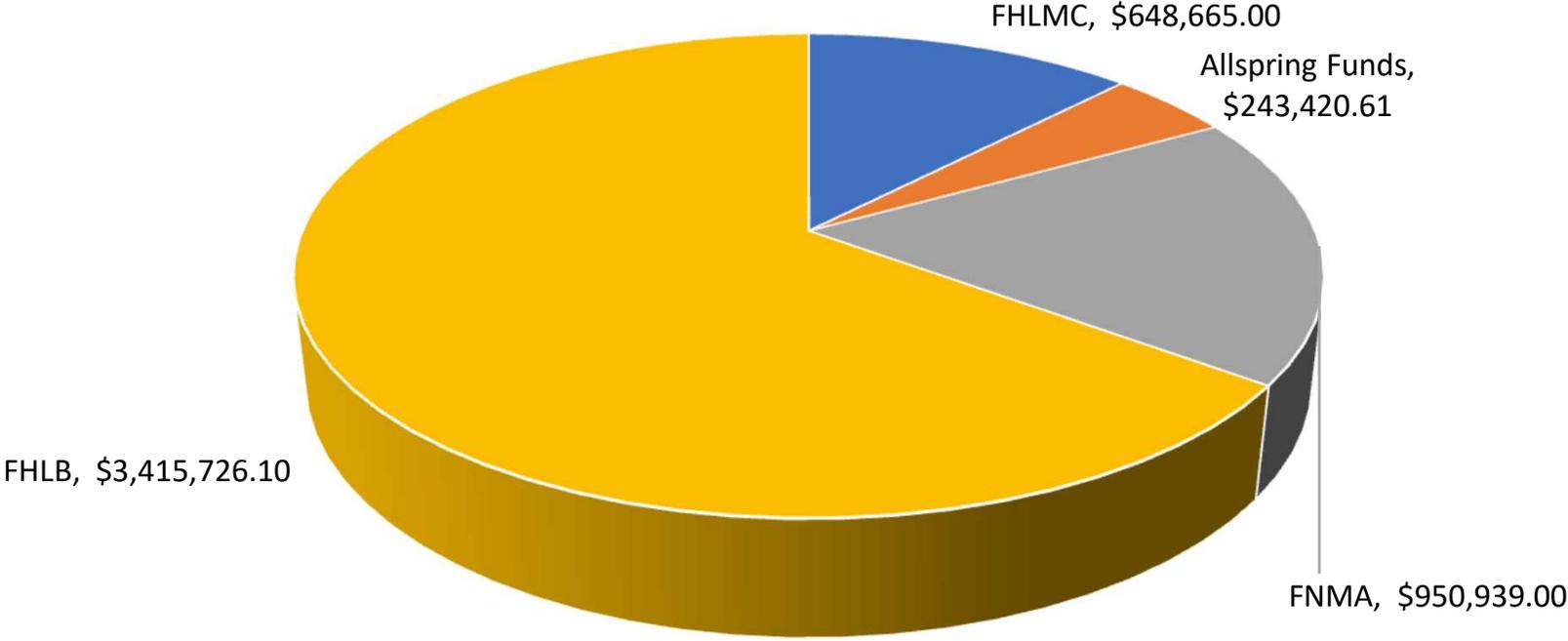
Total Assets

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
December 31, 2025**



**March Joint Powers Authority
Investment Quarterly Report
Green Acres Fund
September 30, 2025**

<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	Allspring Funds		94975P405	On going	Open	\$ 178,238.57	\$ 178,238.57
Fixed Income							
US Government Agency							
	FEDERAL HOME LOAN BANK	0.700%	3130AKQX7	01/28/2021	01/28/2026	\$ 50,000.00	\$ 49,486.50
	FEDERAL HOME LOAN BANK	0.650%	3130AL5X8	02/24/2021	02/24/2026	\$ 50,000.00	\$ 49,355.50
	FEDERAL HOME LOAN BANK	0.780%	3130ALEK6	02/26/2021	02/26/2026	\$ 50,000.00	\$ 49,380.50
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/12/2021	05/12/2026	\$ 55,000.00	\$ 54,054.55
	FEDERAL HOME LOAN BANK	0.900%	3130ANJT8	08/26/2021	08/26/2026	\$ 149,887.50	\$ 146,185.50
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	09/30/2026	\$ 50,000.00	\$ 48,704.00
	FEDERAL HOME LOAN BANK	4.500%	3130AYTT3	02/08/2024	02/04/2028	\$ 95,000.00	\$ 95,110.20
	FEDERAL HOME LOAN BANK	5.000%	3130B0RE1	04/05/2024	04/02/2027	\$ 150,000.00	\$ 150,004.50
	FEDERAL HOME LOAN BANK	4.900%	3130B0TE9	04/10/2024	04/10/2028	\$ 100,000.00	\$ 100,458.00
	FEDERAL HOME LOAN BANK	4.150%	3130B3BV4	10/15/2024	10/15/2027	\$ 199,410.00	\$ 199,884.00
	FEDERAL HOME LOAN BANK	4.500%	3130B3NE9	11/12/2024	11/12/2027	\$ 150,000.00	\$ 149,824.50
	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	03/25/2025	09/25/2028	\$ 200,000.00	\$ 200,380.00
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	04/16/2025	10/16/2028	\$ 49,940.00	\$ 49,931.00
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/02/2025	10/02/2028	\$ 300,000.00	\$ 299,955.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.625%	3134GXCR3	11/24/2020	11/24/2025	\$ 99,995.00	\$ 99,488.00
	FEDERAL HOME LOAN MORTGAGE CORP	4.030%	3134HAPK3	10/10/2024	10/10/2029	\$ 49,495.00	\$ 49,862.50
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.580%	3135G06A6	10/20/2020	10/20/2025	\$ 99,975.00	\$ 99,812.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.000%	3136GAKR9	07/23/2025	07/21/2028	\$ 149,430.00	\$ 149,785.50
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.100%	3136GALL1	08/05/2025	08/05/2030	\$ 150,000.00	\$ 149,782.50
	Total US Government Agency					\$ 2,198,132.50	\$ 2,191,444.25
						\$ 2,198,132.50	\$ 2,191,444.25
Total Fixed Income						\$ 2,376,371.07	\$ 2,369,682.82

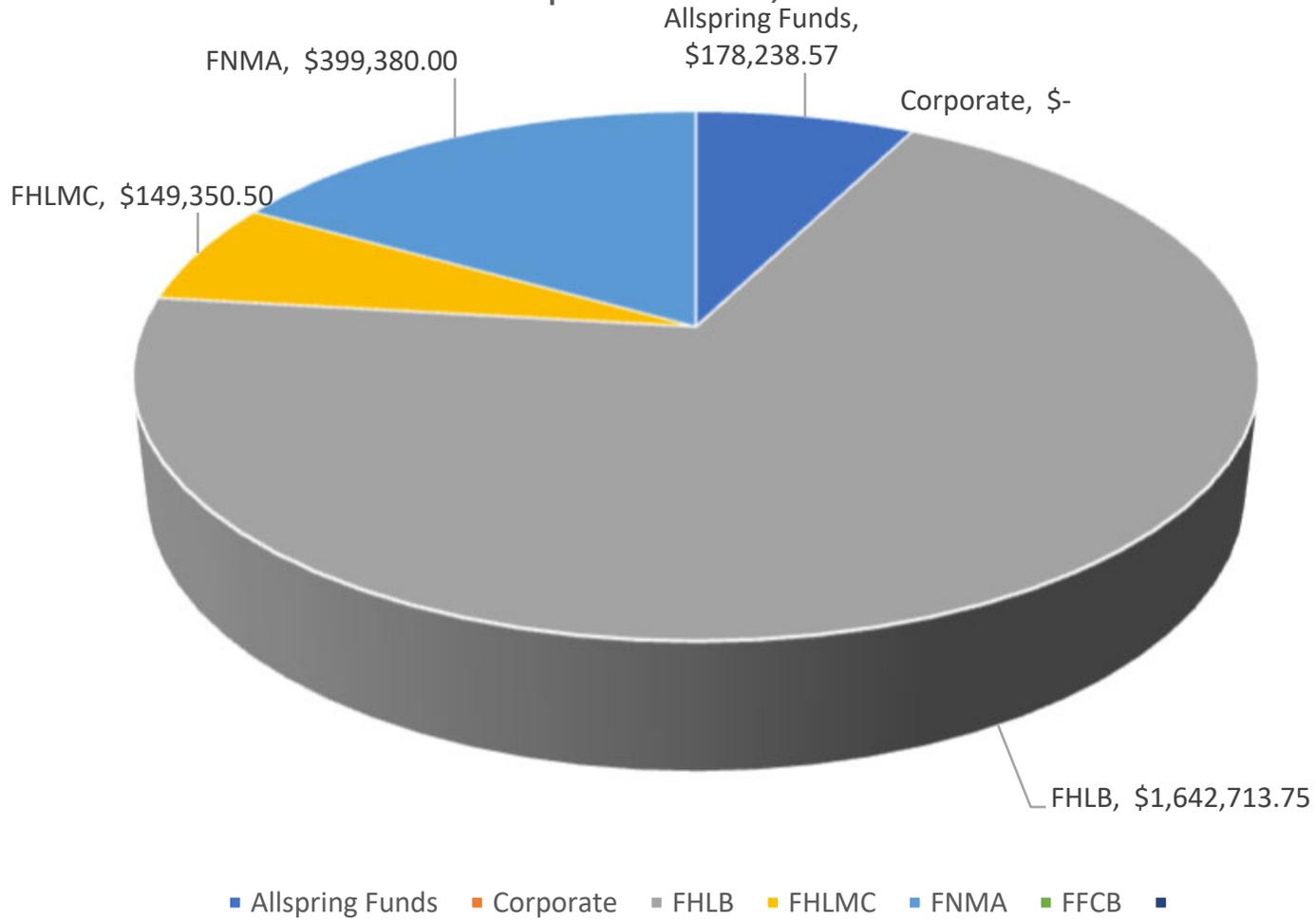
Investment Policy Assertions

- Total Assets
- 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
September 30, 2025



**March Joint Powers Authority
Investment Quarterly Report
Green Acres Fund
December 31, 2025**

<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	Allspring Funds		94975P405	On going	Open	\$ 94,388.73	\$ 94,388.73	
Fixed Income								
US Government Agency								
	FEDERAL HOME LOAN BANK	0.700%	3130AKQX7	01/28/2021	01/28/2026	\$ 50,000.00	\$ 49,895.00	
	FEDERAL HOME LOAN BANK	0.650%	3130AL5X8	02/24/2021	02/24/2026	\$ 50,000.00	\$ 49,782.50	
	FEDERAL HOME LOAN BANK	0.780%	3130ALEK6	02/26/2021	02/26/2026	\$ 50,000.00	\$ 49,784.00	
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/12/2021	05/12/2026	\$ 55,000.00	\$ 54,480.25	
	FEDERAL HOME LOAN BANK	0.900%	3130ANJT8	08/26/2021	08/26/2026	\$ 149,887.50	\$ 147,282.00	
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	09/30/2026	\$ 50,000.00	\$ 49,057.50	
	FEDERAL HOME LOAN BANK	4.500%	3130AYTT3	02/08/2024	02/04/2028	\$ 95,000.00	\$ 95,014.25	
	FEDERAL HOME LOAN BANK	4.900%	3130B0TE9	04/10/2024	04/10/2028	\$ 100,000.00	\$ 100,233.00	
	FEDERAL HOME LOAN BANK	4.150%	3130B3BV4	10/15/2024	10/15/2027	\$ 199,410.00	\$ 199,950.00	
	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	03/25/2025	09/25/2028	\$ 200,000.00	\$ 200,668.00	
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	04/16/2025	10/16/2028	\$ 49,940.00	\$ 49,986.00	
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/02/2025	10/02/2028	\$ 650,000.00	\$ 650,526.50	
	FEDERAL HOME LOAN MORTGAGE CORP	4.030%	3134HAPK3	10/10/2024	10/10/2029	\$ 49,495.00	\$ 49,925.00	
	FEDERAL HOME LOAN MORTGAGE CORP	3.750%	3134HB2B6	10/22/2025	10/15/2029	\$ 99,780.00	\$ 99,778.00	
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.000%	3136GAKR9	07/23/2025	07/21/2028	\$ 149,430.00	\$ 149,964.00	
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.100%	3136GALL1	08/05/2025	08/05/2030	\$ 150,000.00	\$ 150,297.00	
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3.820%	3136GC5D3		11/13/2029	\$ 149,850.00	\$ 150,198.00	
	Total US Government Agency						\$ 2,297,792.50	\$ 2,296,821.00
						\$ 2,297,792.50	\$ 2,296,821.00	
Total Fixed Income						\$ 2,392,181.23	\$ 2,391,209.73	

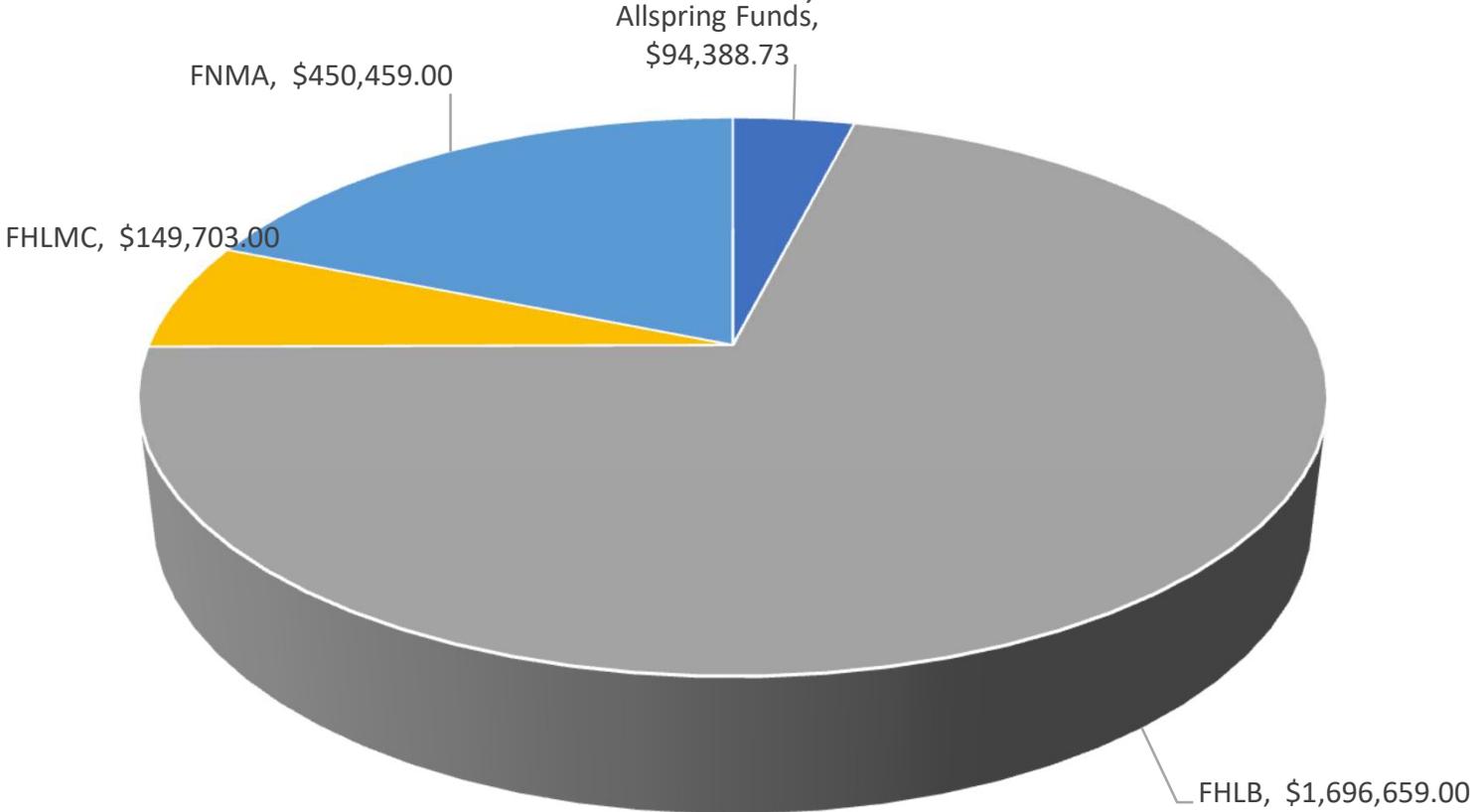
Investment Policy Assertions

- Total Assets
- 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
December 31, 2025



■ Allspring Funds ■ FHLB ■ FHLMC ■ FNMA ■ ■

**March Joint Powers Authority
Investment Quarterly Report
Meridian Drainage Fund
September 30, 2025**

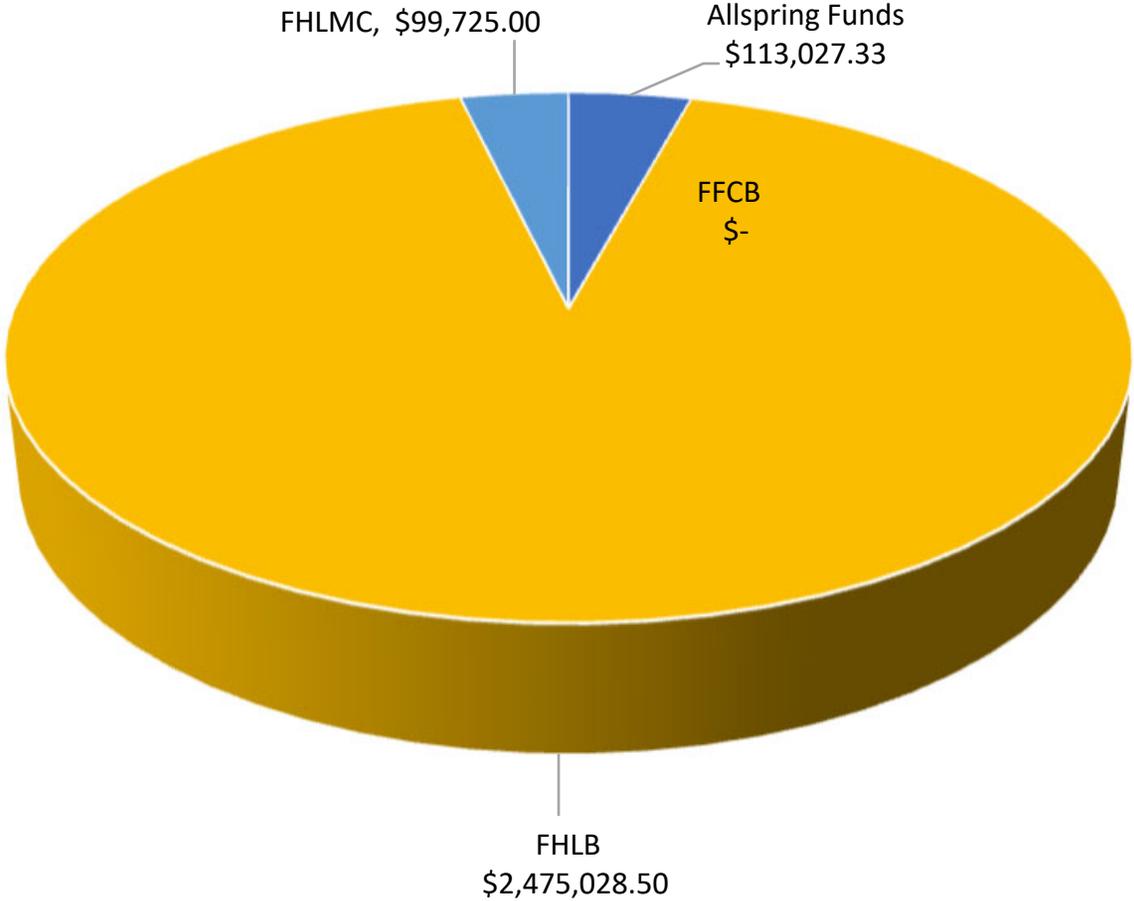
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	ALLSPRING FUNDS TR GOVT MMKT I		94975P405	On going	Open	\$ 113,027.33	\$ 113,027.33
Fixed Income							
US Government Agency	FEDERAL HOME LOAN BANK	4.500%	3130AYTT3	2/8/2024	2/4/2028	\$ 500,000.00	\$ 500,580.00
	FEDERAL HOME LOAN BANK	4.900%	3130B0TE9	4/10/2024	4/10/2028	\$ 75,000.00	\$ 75,343.50
	FEDERAL HOME LOAN BANK	4.470%	3130B2AM7	8/6/2024	8/6/2027	\$ 598,320.00	\$ 599,658.00
	FEDERAL HOME LOAN BANK	4.150%	3130B3BV4	10/15/2024	10/15/2027	\$ 648,082.50	\$ 649,623.00
	FEDERAL HOME LOAN BANK	4.500%	3130B3NE9	11/12/2024	11/12/2027	\$ 300,000.00	\$ 299,649.00
	FEDERAL HOME LOAN BANK	4.550%	3130B3PH0	11/15/2024	11/14/2028	\$ 99,875.00	\$ 99,864.00
	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	3/25/2025	9/25/2028	\$ 200,000.00	\$ 200,380.00
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	4/16/2025	10/16/2028	\$ 49,940.00	\$ 49,931.00
	FEDERAL HOME LN MTG CORP	4.030%	3134HAPK3	10/10/2024	10/10/2029	\$ 98,990.00	\$ 99,725.00
	Total US Government Agency					\$ 2,570,207.50	\$ 2,574,753.50
Total Fixed Income						\$ 2,570,207.50	\$ 2,574,753.50
Total Assets						\$ 2,683,234.83	\$ 2,687,780.83

Investment Policy Assertions

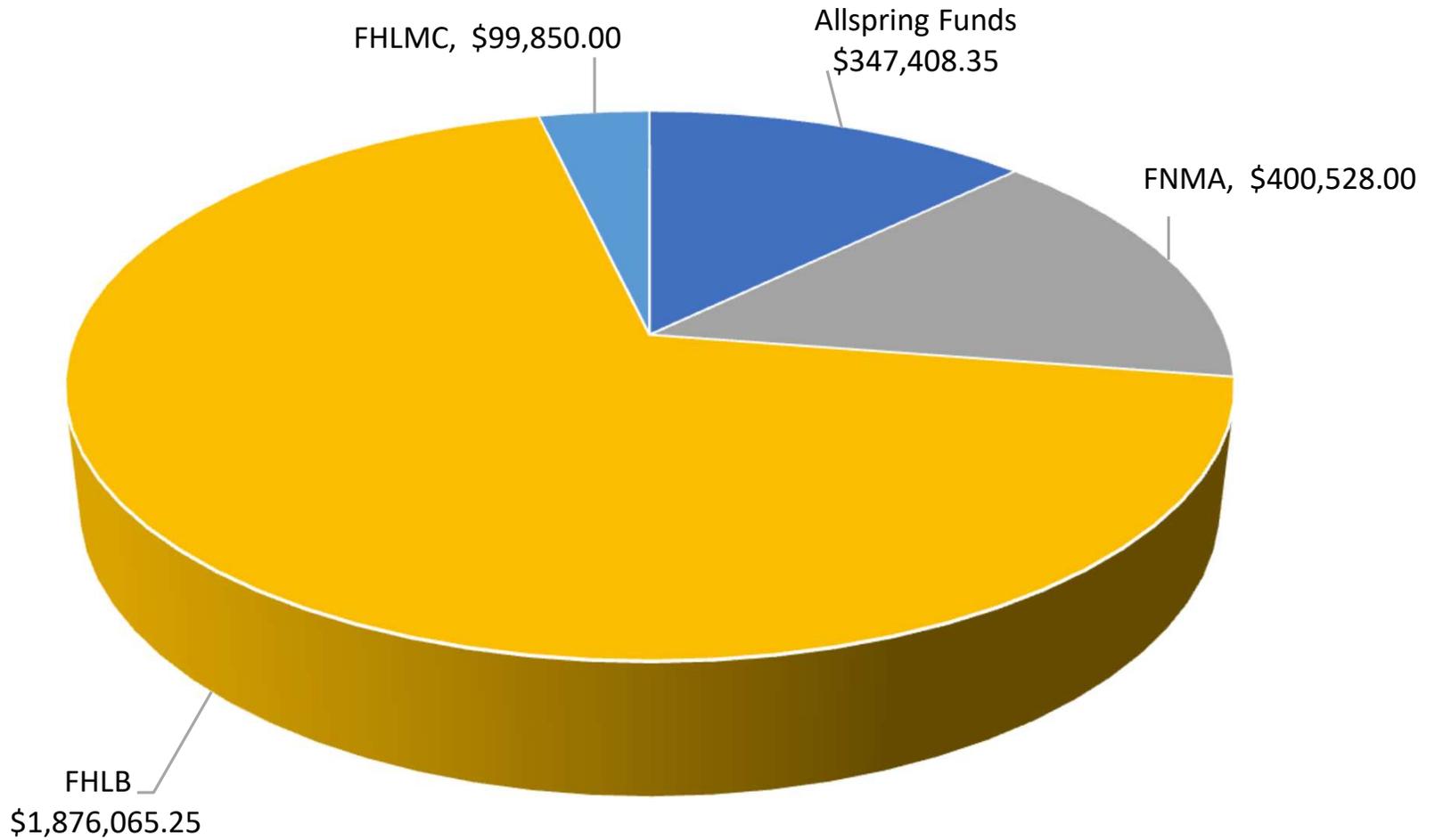
- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr Grace Martin
Chief Executive Officer/Treasurer

**March Joint Powers Authority
Meridian Drainage Fund
September 30, 2025**



**March Joint Powers Authority
Meridian Drainage Fund
December 31, 2025**



March Joint Powers Authority Investment Quarterly Report Fire Facilities Fund September 30, 2025

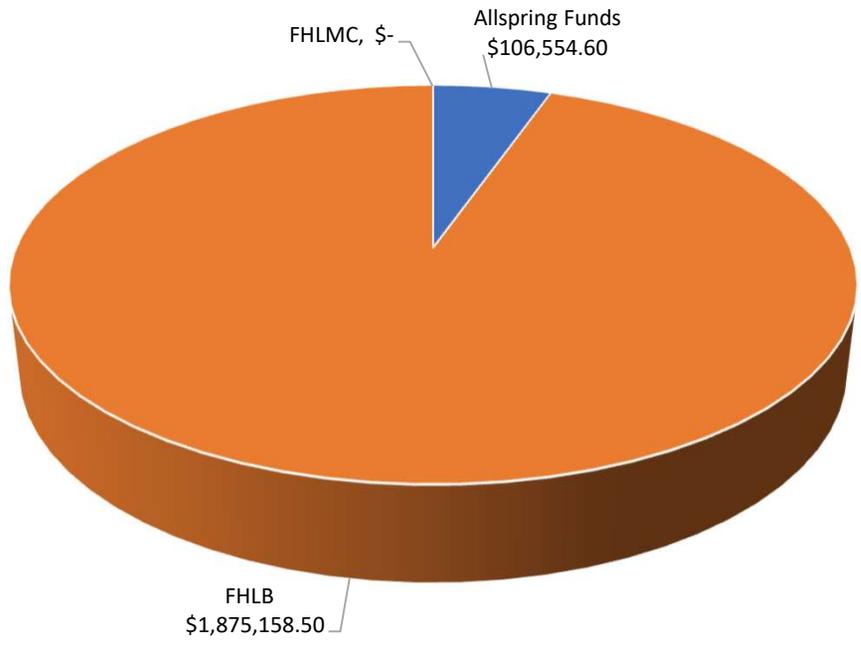
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	Allspring Funds		94975P405	On going	Open	\$ 106,554.60	\$ 106,554.60
Fixed Income							
US Government Agency							
	FEDERAL HOME LOAN BANK	4.500%	3130AYTT3	2/8/2024	2/8/2028	\$ 500,000.00	\$ 500,580.00
	FEDERAL HOME LOAN BANK	5.000%	3130B0RE1	4/5/2024	4/7/2027	\$ 150,000.00	\$ 150,004.50
	FEDERAL HOME LOAN BANK	4.900%	3130B0TE9	4/10/2024	4/10/2028	\$ 125,000.00	\$ 125,572.50
	FEDERAL HOME LOAN BANK	4.500%	3130B3NE9	2/14/2023	2/14/2025	\$ 300,000.00	\$ 299,649.00
	FEDERAL HOME LOAN BANK	4.550%	3130B3PH0	5/16/2024	5/16/2025	\$ 299,625.00	\$ 299,592.00
	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	3/25/2025	9/25/2028	\$ 200,000.00	\$ 200,380.00
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	4/16/2025	10/16/2028	\$ 149,820.00	\$ 149,793.00
	FEDERAL HOME LOAN BANK	4.030%	3134HAPK3	10/10/2024	10/10/2029	\$ 148,485.00	\$ 149,587.50
	Total US Government Agency					\$ 1,872,930.00	\$ 1,875,158.50
Total Fixed Income						\$ 1,872,930.00	\$ 1,875,158.50
Total Assets						\$ 1,979,484.60	\$ 1,981,713.10

Investment Policy Assertions

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- 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
Chief Executive Officer/Treasurer

**March Joint Powers Authority
Fire Facilities Fund
September 30, 2025**



March Joint Powers Authority Investment Quarterly Report Fire Facilities Fund December 31, 2025

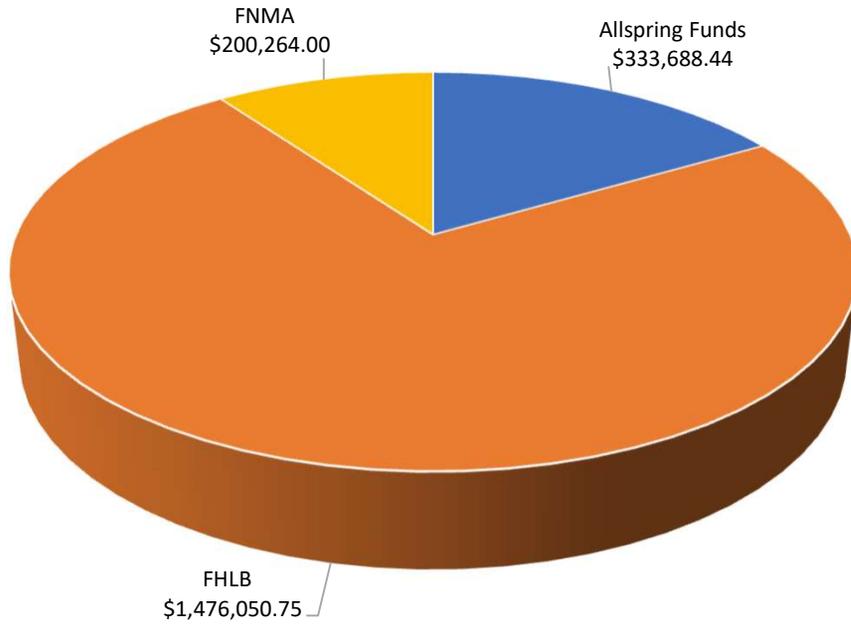
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	Allspring Funds		94975P405	On going	Open	\$ 333,688.44	\$ 333,688.44
Fixed Income							
US Government Agency							
	FEDERAL HOME LOAN BANK	4.500%	3130AYTT3	2/8/2024	2/8/2028	\$ 500,000.00	\$ 500,075.00
	FEDERAL HOME LOAN BANK	4.900%	3130B0TE9	4/10/2024	4/10/2028	\$ 125,000.00	\$ 125,291.25
	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	3/25/2025	9/25/2028	\$ 200,000.00	\$ 200,668.00
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	4/16/2025	10/16/2028	\$ 149,820.00	\$ 149,958.00
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/2/2025	10/2/2028	\$ 350,000.00	\$ 350,283.50
	FEDERAL HOME LOAN BANK	4.030%	3134HAPK3	10/10/2024	10/10/2029	\$ 148,485.00	\$ 149,775.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3.820%	3136GC5D3		11/13/2029	\$ 199,800.00	\$ 200,264.00
	Total US Government Agency					\$ 1,673,105.00	\$ 1,676,314.75
Total Fixed Income						\$ 1,673,105.00	\$ 1,676,314.75
Total Assets						\$ 2,006,793.44	\$ 2,010,003.19

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
Chief Executive Officer/Treasurer

**March Joint Powers Authority
Fire Facilities Fund
December 31, 2025**



**March Joint Powers Authority
Investment Quarterly Report
Pension Reserve Fund
September 30, 2025**

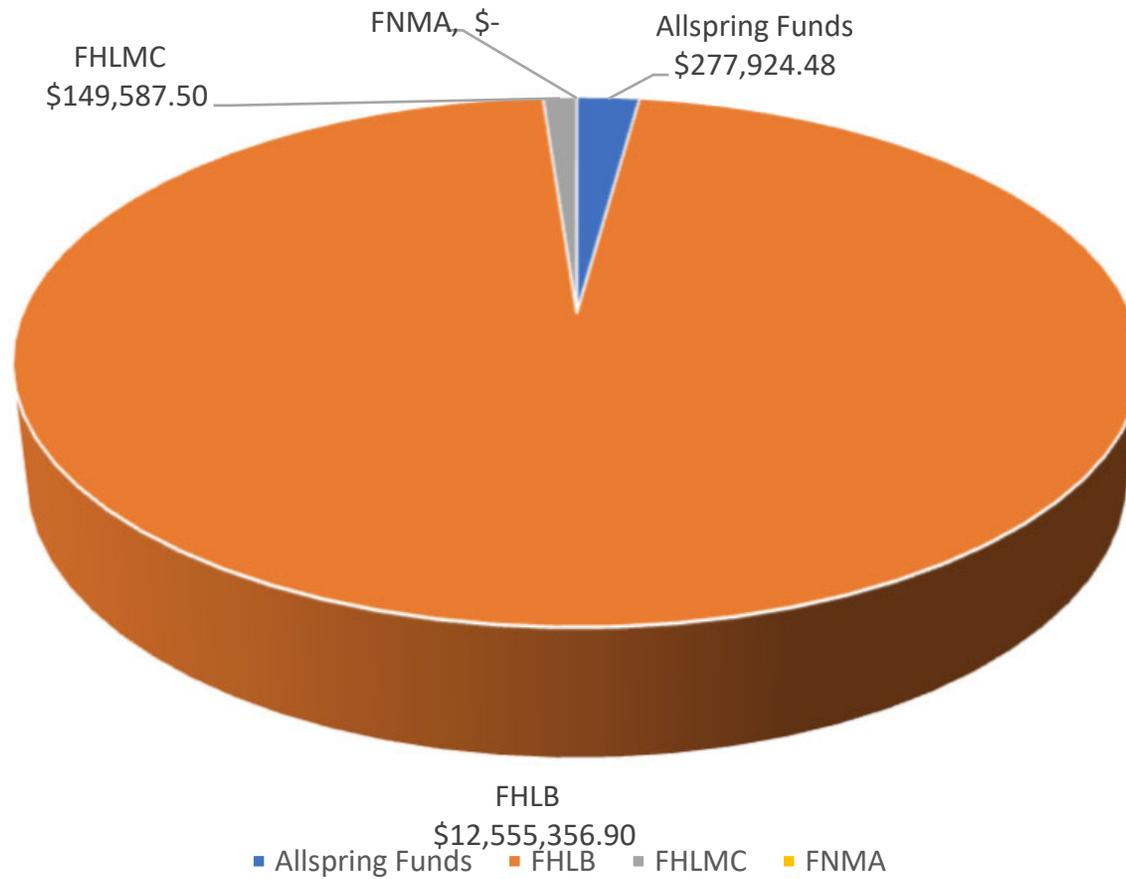
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	ALLSPRING FUNDS TR GOVT MMKT I		94975P405	On going	Open	\$ 277,924.48	\$ 277,924.48
Fixed Income							
US Government Agency	FEDERAL HOME LOAN BANK	76.000%	3130ALE42	2/25/2021	8/25/2026	\$ 457,750.00	\$ 487,140.00
	FEDERAL HOME LOAN BANK	1.020%	3130APAC9	10/14/2021	10/14/2026	\$ 155,856.00	\$ 165,166.90
	FEDERAL HOME LOAN BANK	4.000%	3130ARJC6	4/14/2022	4/14/27-2023	\$ 994,750.00	\$ 1,004,360.00
	FEDERAL HOME LOAN BANK	4.500%	3130AYTT3	2/8/2024	2/4/2028	\$ 1,000,000.00	\$ 1,001,160.00
	FEDERAL HOME LOAN BANK	4.150%	3130B3BV4	10/15/2024	10/15/2027	\$ 1,495,575.00	\$ 1,499,130.00
	FEDERAL HOME LOAN BANK	4.200%	3130B3FG3	10/25/2024	10/25/2027	\$ 1,500,000.00	\$ 1,501,440.00
	FEDERAL HOME LOAN BANK	4.500%	3130B3NE9	11/12/2024	11/12/2027	\$ 600,000.00	\$ 599,298.00
	FEDERAL HOME LOAN BANK	4.550%	3130B3PH0	11/15/2024	11/14/2028	\$ 349,562.50	\$ 349,524.00
	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	3/25/2025	9/25/2028	\$ 700,000.00	\$ 701,330.00
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	4/16/2025	10/16/2028	\$ 149,820.00	\$ 149,793.00
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/2/2025	10/2/2028	\$ 3,100,000.00	\$ 3,099,535.00
	FEDERAL HOME LOAN BANK	3.900%	3130B7WY6	10/2/2025	10/2/2029	\$ 2,000,000.00	\$ 1,997,480.00
	FEDERAL HOME LOAN MORTGAGE CORP	4.030%	3134HAPK3	10/10/2024	10/10/2029	\$ 148,485.00	\$ 149,587.50
	Total US Government Agency					\$ 12,651,798.50	\$ 12,704,944.40
Total Fixed Income						\$ 12,651,798.50	\$ 12,704,944.40
Total Assets						\$ 12,929,722.98	\$ 12,982,868.88

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 September 30, 2025



March Joint Powers Authority Investment Quarterly Report Pension Reserve Fund December 31, 2025

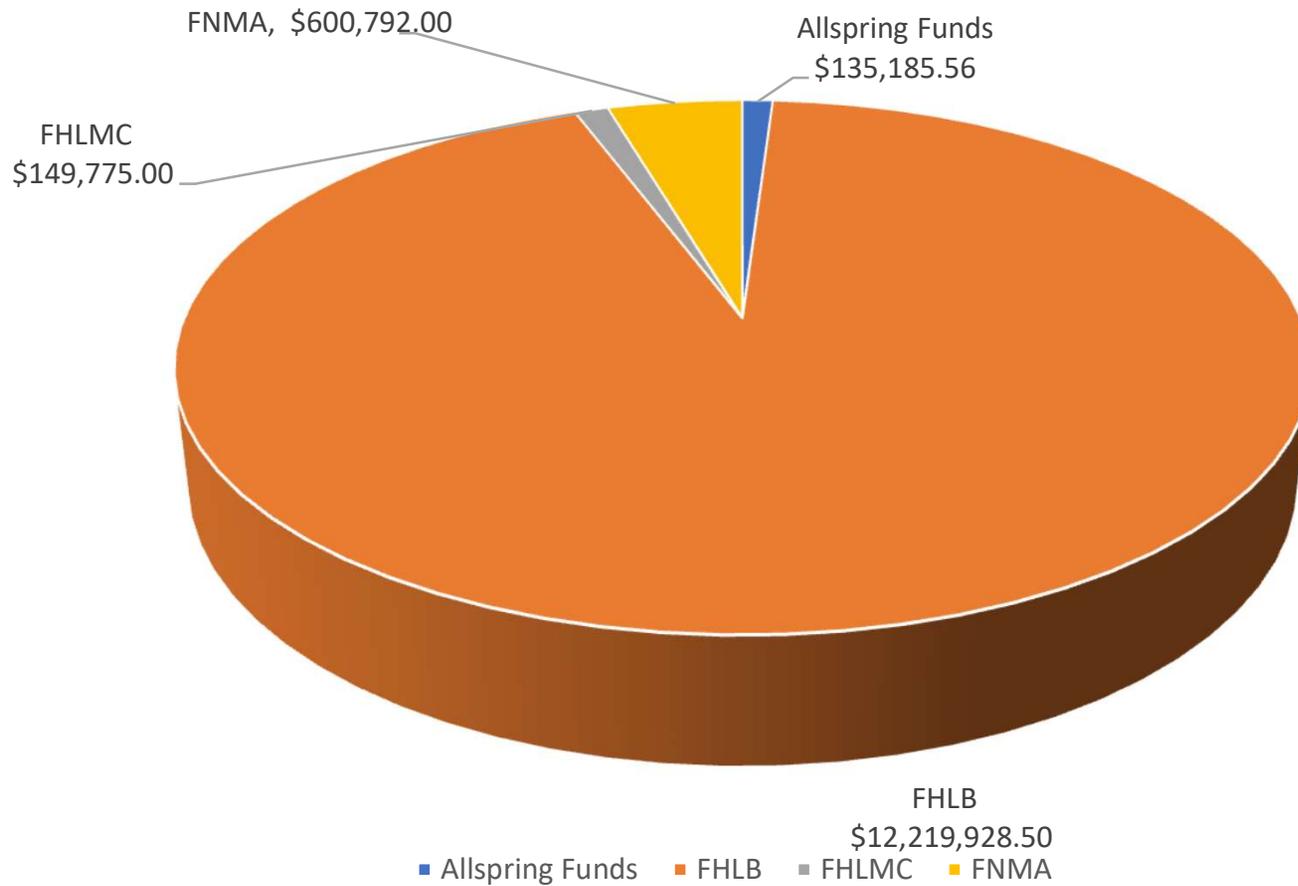
Type	Issuer	Coupon	CUSIP	Purchase Date	Maturity Date	Cost	Market Value
Cash & Cash Equivalents	ALLSPRING FUNDS TR GOVT MMKT I		94975P405	On going	Open	\$ 135,185.56	\$ 135,185.56
Fixed Income							
US Government Agency	FEDERAL HOME LOAN BANK	76.000%	3130ALE42	2/25/2021	8/25/2026	\$ 457,750.00	\$ 491,025.00
	FEDERAL HOME LOAN BANK	1.020%	3130APAC9	10/14/2021	10/14/2026	\$ 155,856.00	\$ 166,710.50
	FEDERAL HOME LOAN BANK	4.000%	3130ARJC6	4/14/2022	4/14/27-2023	\$ 994,750.00	\$ 1,005,500.00
	FEDERAL HOME LOAN BANK	4.500%	3130AYTT3	2/8/2024	2/4/2028	\$ 1,000,000.00	\$ 1,000,150.00
	FEDERAL HOME LOAN BANK	4.150%	3130B3BV4	10/15/2024	10/15/2027	\$ 1,495,575.00	\$ 1,499,625.00
	FEDERAL HOME LOAN BANK	4.200%	3130B3FG3	10/25/2024	10/25/2027	\$ 1,500,000.00	\$ 1,501,305.00
	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	3/25/2025	9/25/2028	\$ 700,000.00	\$ 702,338.00
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	4/16/2025	10/16/2028	\$ 149,820.00	\$ 149,958.00
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/2/2025	10/2/2028	\$ 3,700,000.00	\$ 3,702,997.00
	FEDERAL HOME LOAN BANK	3.900%	3130B7WY6	10/2/2025	10/2/2029	\$ 2,000,000.00	\$ 2,000,320.00
	FEDERAL HOME LOAN MORTGAGE CORP	4.030%	3134HAPK3	10/10/2024	10/10/2029	\$ 148,485.00	\$ 149,775.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3.820%	3136GC5D3		11/13/2029	\$ 599,400.00	\$ 600,792.00
	Total US Government Agency					\$ 12,901,636.00	\$ 12,970,495.50
Total Fixed Income						\$ 12,901,636.00	\$ 12,970,495.50
Total Assets						\$ 13,036,821.56	\$ 13,105,681.06

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
December 31, 2025



March JPA (Consolidated 6 Accounts) as of September 30, 2025

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 JPA (Consolidated 6 Accounts) as of December 31, 2025

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 JOINT POWERS AUTHORITY

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

Meeting Date: February 4, 2026

Action: **APPROVE NOVEMBER AND DECEMBER 2025
DISBURSEMENTS**

Motion: Move to approve the check disbursements for the months of November and December 2025 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 months of November and December 2025 for the March JPA 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 November and December 2025 for the March JPA and Green Acres.

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
951.656.7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	CabreraU	Ulises Cabrera	11/06/2025	175.00
ACH	ConderJr	Charles Conder Jr.	11/06/2025	1,150.00
ACH	Delgado	Edward Delgado	11/06/2025	350.00
ACH	Gutierre	Yxstian Gutierrez	11/06/2025	175.00
ACH	MedinaJ	Jose Medina	11/06/2025	175.00
ACH	VargasM	Michael Vargas	11/06/2025	1,625.00
ACH	DTS	Daley Technology Systems	11/20/2025	609.00
ACH	RSG	RSG, Inc.	11/20/2025	235.00
1018292	HdLSoft	The HDL Software, LLC	11/06/2025	7,390.65
1018293	AyalaA	Amelia Ayala	11/06/2025	1,690.00
1018294	RobertHa	Robert Half	11/06/2025	227.26
1018295	RIVCTYSH	Riverside County Sheriff Department	11/06/2025	37,225.82
1018296	CityMVD	City Of Moreno Valley	11/06/2025	65.51
1018297	KellySv	Kelly Services, Inc.	11/12/2025	290.47
1018298	Court	Courtney Inc.	11/12/2025	7,700.00
1018299	BankofAm	Bank Of America	11/20/2025	4,200.38
1018300	BESTBE	Best Best & Krieger, LLP	11/20/2025	26,052.57
1018301	KellySv	Kelly Services, Inc.	11/20/2025	847.08
1018302	Million	Million Air, Riverside	11/20/2025	34.14
1018303	Camargo	Cindy Camargo	11/20/2025	483.58
1018304	Willdan2	Willdan Financial Services	11/20/2025	2,430.00
1018305	HBS	Hartley Blunt Strategies LLC	11/20/2025	1,600.00
1018306	JMayer	John Mayer	11/20/2025	437.65
1018307	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	11/20/2025	15,540.70
1018308	RobertHa	Robert Half	11/20/2025	227.26
1018309	SQUIRE	SQUIRE PATTON BOGGS LLP	11/20/2025	2,091.00
Report Total (26 checks):				113,028.07

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
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March Joint Powers Authority

17405 Heacock Street

Moreno Valley, CA 92551

951.656.7000

www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	CabreraU	Ulises Cabrera	12/03/2025	175.00
ACH	ConderJr	Charles Conder Jr.	12/03/2025	175.00
ACH	Delgado	Edward Delgado	12/03/2025	350.00
ACH	Gutierre	Yxstian Gutierrez	12/03/2025	175.00
ACH	NavaM	Marisela Nava	12/03/2025	175.00
ACH	VargasM	Michael Vargas	12/03/2025	1,050.00
ACH	DTS	Daley Technology Systems	12/11/2025	150.00
ACH	The20/20	The 20/20 NETWORK	12/11/2025	3,437.50
1018310	AODC	Association of Defense Communities	12/03/2025	450.00
1018311	BARRY	Barry Security Service, Inc.	12/03/2025	20,998.44
1018312	BESTBE	Best Best & Krieger, LLP	12/03/2025	19,550.10
1018313	Montg	Montgomery Plumbing	12/03/2025	280.00
1018314	PHILLIPS	Phillips 66-CO./SYNCB	12/03/2025	380.27
1018315	Raceway2	Raceway Ford	12/03/2025	263.81
1018316	UNDER2	Underground Service Alert /SC	12/03/2025	10.00
1018317	AyalaA	Amelia Ayala	12/03/2025	1,690.00
1018318	JMayer	John Mayer	12/03/2025	125.13
1018319	RobertHa	Robert Half	12/03/2025	162.94
1018320	BESTBE	Best Best & Krieger, LLP	12/11/2025	22,180.20
1018321	FEDEX	FedEx	12/11/2025	44.93
1018322	PHILLIPS	Phillips 66-CO./SYNCB	12/11/2025	386.03
1018323	Camargo	Cindy Camargo	12/11/2025	118.65
1018324	RivCntyI	County of Riverside Information Technolog	12/11/2025	858.88
1018325	Willdan2	Willdan Financial Services	12/11/2025	5,706.75
1018326	JMayer	John Mayer	12/11/2025	494.00
1018327	RobertHa	Robert Half	12/11/2025	351.62
1018328	RIVCTYSH	Riverside County Sheriff Department	12/11/2025	2,892.02
1018329	BankofAm	Bank Of America	12/18/2025	4,824.68
1018330	ADEPPrec	Danny Ryan Precision Contracting Inc.	12/18/2025	503,172.00
1018331	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	12/18/2025	4,698.20
1018332	RobertHa	Robert Half	12/18/2025	490.98
1018333	CITYPER	City Of Perris	12/29/2025	312,500.00
1018334	CityRiv1	City Of Riverside	12/29/2025	312,500.00
1018335	RivCo1	County of Riverside	12/29/2025	312,500.00
1018336	CityMVD	City Of Moreno Valley	12/29/2025	312,500.00
1018337	Willdan2	Willdan Financial Services	12/29/2025	270.00
1018338	SQUIRE	SQUIRE PATTON BOGGS LLP	12/29/2025	2,040.00
Report Total (37 checks):				1,848,127.13

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
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March Joint Powers Authority

17405 Heacock Street

Moreno Valley, CA 92551

951.656.7000

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<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
3009945	LOWES	Lowe's Business Account	11/06/2025	838.00
3009946	AyalaA	Amelia Ayala	11/06/2025	585.00
3009947	PRECDOOR	Precision Garage Doors & Gates, Inc.	11/06/2025	2,500.00
3009948	JanPro	Commerical Cleaning Solutions, Inc.	11/06/2025	200.00
3009949	MARCHUT	March Joint Powers Utility Authority	11/06/2025	7,868.71
3009950	MiraMeth	Miracle Method of Riverside	11/12/2025	2,025.00
3009951	RIVCNTYT	Matthew Jennings	11/12/2025	35,005.52
3009952	Automate	Automated Gate Services, Inc.	11/20/2025	139.00
3009953	BankofAm	Bank Of America	11/20/2025	826.24
3009954	BESTBE	Best Best & Krieger, LLP	11/20/2025	6,247.30
3009955	FRONTIER	Frontier Communications	11/20/2025	30.08
3009956	Leafwise	Leafwise Landscape LLC	11/20/2025	16,550.63
3009957	Montg	Montgomery Plumbing	11/20/2025	6,165.00
3009958	SouthCou	South County Pest Control, Inc.	11/20/2025	138.00
3009959	SCE4	Southern California Edison	11/20/2025	861.92
3009960	P&SJan	Ismael Padilla & Bonnie Padilla	11/20/2025	400.00
3009961	HOMEDE	Home Depot Credit Services	11/20/2025	3,479.20
3009962	ALPINE	Robert Vernieri	11/20/2025	1,045.00
				<hr/> <hr/>
Report Total (18 checks):				84,904.60
				<hr/> <hr/>

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
951.656.7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3009963	MGS	M.G.S.	12/03/2025	7,583.56
3009964	AyalaA	Amelia Ayala	12/03/2025	585.00
3009965	Compare	Compare Carpets & Hardfloors Inc.	12/03/2025	4,310.35
3009966	WMWD	Western Municipal Water District	12/03/2025	40,418.80
3009967	MARCHUT	March Joint Powers Utility Authority	12/03/2025	8,231.97
3009968	Automate	Automated Gate Services, Inc.	12/11/2025	139.00
3009969	BESTBE	Best Best & Krieger, LLP	12/11/2025	4,271.40
3009970	ChristRo	Christianson Roofing	12/11/2025	1,790.00
3009971	Leafwise	Leafwise Landscape LLC	12/11/2025	31,321.26
3009972	Montg	Montgomery Plumbing	12/11/2025	4,900.00
3009973	PromasLa	The PROMAS Landlord Software Center	12/11/2025	1,130.00
3009974	VERIZ2	Verizon Wireless	12/11/2025	705.79
3009975	EWING	Ewing Irrigation Products, Inc.	12/11/2025	696.00
3009976	HOMEDE	Home Depot Credit Services	12/11/2025	2,177.15
3009977	JanPro	Commerical Cleaning Solutions, Inc.	12/11/2025	200.00
3009978	Automate	Automated Gate Services, Inc.	12/18/2025	789.00
3009979	LOWES	Lowe's Business Account	12/18/2025	383.60
3009980	Montg	Montgomery Plumbing	12/18/2025	3,775.00
3009981	WASTEM	WM Corporate Services, Inc.	12/18/2025	457.79
3009982	ALPINE	Robert Vernieri	12/18/2025	7,820.00
3009983	MGS	M.G.S.	12/29/2025	212.36
3009984	WestCoas	West Coast Arborists, Inc	12/29/2025	1,504.00

Report Total (22 checks): 123,402.03

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 4, 2026

Action: **APPROVE THE AGREEMENT FOR THE TRANSFER OF FIRE STATION PROPERTY AND BALANCE OF FIRE IMPACT FEES FROM THE MARCH JOINT POWERS AUTHORITY TO THE COUNTY OF RIVERSIDE AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE ANY NECESSARY DOCUMENTATION**

Proposed Motion: Move to approve the Agreement for the Transfer of Fire Station Property and Balance of Fire Impact Fees from the March Joint Powers Authority to the County of Riverside and authorize the Chief Executive Officer to execute any necessary documentation.

Background:

The March Joint Powers Authority ("March JPA") is a joint powers agency created by a joint powers agreement ("JPA Agreement") dated September 7, 1993, as amended, pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code. The March JPA is composed of the member entities of the County of Riverside ("County"), the City of Riverside, the City of Moreno Valley, and the City of Perris ("Commission").

On April 18, 2023, the member entities entered into the Fourteenth Amended JPA Agreement in order to refine and reduce the duties of the March JPA, anticipate future completion of the land use redevelopment phase of the JPA Agreement, and enter into a new phase of intergovernmental cooperation for the management of the March Inland Port Airport by the March Inland Port Airport Authority.

March JPA oversaw the planning and redevelopment of a project called the Meridian Park Project. The Meridian Park Project became the subject of litigation brought on by Communities for a Responsible Environment and Equity. As a material term of the settlement agreement, the real property located on Lot 1, APN: 294-070-039, TRACT 30857-6 became the designated site for a future fire station to serve the Meridian Park Project area ("Fire Station Property"). In connection with such a designation, funds were established and designated for the construction of a fire station on the designated site, and the funds would be credited to a developer that constructed the fire station. The funds are currently in an investment portfolio and the total market value balance as of January 28, 2026, was Two Million Eight Thousand Seven Hundred Ninety-Six Dollars and Twenty-One Cents (\$2,008,796.21) ("Balance of Fire Impact Fees").

The County of Riverside is assuming responsibility for providing fire protection and emergency services within the applicable service area, including the area served by the Meridian Park Project, and has requested the transfer of the Fire Station Property and the Fire Impact Fees from March JPA. As a part of the transfer of land use authority to the County consistent with the Fourteenth Amendment of the JPA Agreement, the March JPA desires to transfer jurisdiction of the Fire Station Property and the Balance of the Fire Impact Fees to the County.

March JPA staff recommends approval of the attached Transfer Agreement for Fire Station Property and Balance of Fire Impact Fees.

Attachment(s): 1) Transfer Agreement for Fire Station Property and Balance of Fire Impact Fees

**TRANSFER AGREEMENT FOR FIRE STATION PROPERTY AND
BALANCE OF FIRE IMPACT FEES**

This TRANSFER AGREEMENT FOR FIRE STATION PROPERTY AND BALANCE OF FIRE IMPACT FEES (“Agreement”) is made and executed as of _____, 2026 (“Effective Date”), by and between March Joint Powers Authority, a California joint powers authority (“MJPA”), and Riverside County (“County”), with reference to the facts set forth below. MJPA and County are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

- A. WHEREAS, the March Joint Powers Authority (“MJPA”) was formed pursuant to a Joint Powers Agreement among the Cities of Moreno Valley, Perris, Riverside, and the County of Riverside (“Member Agencies”) for the purpose of formulating and implementing plans for the use and reuse of the former March Air Force Base and related properties; and
- B. WHEREAS, as part of its planning and redevelopment authority, MJPA has overseen and approved various development projects within its jurisdiction, including a project commonly known as the Meridian Park Project (the “Meridian Park Project”); and
- C. WHEREAS, the Meridian Park Project became the subject of litigation brought by Communities for a Responsible Environment and Equity (“CAREE”), an environmental justice organization, which litigation was resolved through a settlement agreement entered into in or about 2012; and
- D. WHEREAS, a material term of the settlement agreement required the designation of a site for a future fire station to serve the Meridian Park Project area, and such designation resulted in the identification of the real property commonly referred to as the Fire Station site (“Fire Station Property”), as depicted in Exhibit “A”, attached hereto to this Agreement and incorporated herein by this reference; and
- E. WHEREAS, in connection with the settlement and the Meridian Park Project, fire impact fee funds were established and designated for use in connection with the construction of a fire station on the designated site, with such funds intended to be credited to the developer that constructs the fire station (the “Fire Impact Funds”); and
- F. WHEREAS, as of the date of this Agreement, the Fire Impact Funds total market value is Two Million Eight Thousand Seven Hundred Ninety-Six Dollars and Twenty One Cents (\$2,008,796.21), as more particularly described in Exhibit “C”, attached hereto and incorporated herein by this reference; and
- G. WHEREAS, in 2023, the Member Agencies entered into the Fourteenth Amendment to the Joint Powers Agreement which transferred land use authority to the County of Riverside; and
- H. WHEREAS, as a part of the changes outlined by the Fourteenth Amendment, the County is assuming responsibility for providing fire protection and emergency services within the applicable service area, including the area served by the Meridian Park Project; and

- I. WHEREAS, in connection with County’s assumption of fire services, County has requested the transfer of the Fire Station Property and the Fire Impact Funds from MJPA, and MJPA is willing to transfer the Fire Station Property and the Fire Impact Funds to County.;

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The Parties hereby affirm the facts set forth in the Recitals above are true and correct. The said Recitals are incorporated into this Agreement by this reference.
2. **Term of Agreement.** The term of the Agreement shall commence on [INSERT DATE], 2026, and terminate upon the completion of the transfer of the Fire Station Property, which will be when County records the quitclaim deed (“Termination Date”).
3. **Transfer of Fire Station Property.**

3.1 **As-Is Transfer.** MJPA transfers ownership of the Fire Station Property, as described in Exhibit “A”, to County, and County accepts the Fire Station Property “as is” as of the Termination Date. The transfer shall be in the form of the quitclaim deed attached as Exhibit “B”, and incorporated herein by this reference. The transfer is made with all faults and without any warranties of any kind. MJPA makes no express or implied warranties regarding the Fire Station Property, including but not limited to its condition, title, suitability for any use, zoning or land-use restrictions, utilities, infrastructure, environmental conditions, or the presence of hazardous substances. County acknowledges that it has full knowledge of the Fire Station Property’s condition and all applicable laws, restrictions, encumbrances, and matters of record, and accepts the Fire Station Property in its current condition. The Termination Date constitutes County’s representation that it accepts the Fire Station Property as it exists on that date.

4. **Transfer of Fire Impact Funds.**

4.1 **Transfer.** Subject to the terms and conditions of this Agreement, MJPA hereby agrees to transfer, assign, and convey to County all of MJPA’s right, title, and interest in and to the Fire Impact Funds, including all principal, accrued interest, earnings, and any related rights, as of the Effective Date.

4.2 **Investment Account.** The Fire Impact Funds are currently held in an investment account maintained at Citizens Bank. The Parties acknowledge that early withdrawal of the Fire Impact Funds prior to the maturity date may result in a penalty. To avoid such penalty, the Parties agree to cooperate in good faith to effectuate the transfer of the Fire Impact Funds in a manner that preserves the value of the funds, which may include the assignment or transfer of the Investment Account to County, subject to the requirements of Citizens Bank.

4.3 **Cooperation and Further Assurances.** MJPA and County shall take all actions reasonably necessary or appropriate to effectuate the transfer of the Fire Impact Funds, including executing any documents and providing any information reasonably required by Citizens Bank or any other financial institution to complete the transfer or assignment.

4.4 Use of Funds. Upon transfer, County shall be solely responsible for the administration, management, and use of the Fire Impact Funds in accordance with applicable law and any restrictions applicable to such funds.

4.5 Release. Upon completion of the transfer of the Fire Impact Funds, County releases MJPA from any and all claims, liabilities, or obligations arising from or related to the holding, investment, or administration of the Fire Impact Funds prior to the Effective Date.

4.6 Parties acknowledge that following the transfer of the Fire Impact Funds, MJPA shall not be responsible for maintenance of the Fire Impact Funds, and that such obligation has been undertaken by County pursuant to this Agreement. The County indemnifies MJPA from any and all responsibility and management of the Fire Station Property and Fire Impact Funds following the execution of this Agreement. The County's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

5. Risk Management.

5.1 Indemnification. MJPA shall indemnify, defend and hold County, its board members, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of MJPA, its officials, officers, employees, agents, consultants or contractors in the performance of MJPA's obligations under this Agreement, including the payment of all reasonable attorneys' fees.

County shall indemnify, defend and hold MJPA, its board members, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of County, its officials, officers, employees, agents, consultants or contractors in the performance of County's obligations under this Agreement, including the payment of all reasonable attorneys' fees.

6. Binding on Successors/Assignment. This Agreement and all of the covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, assigns and successors of each of the Parties hereto.

7. Authority. Each Party signing this Agreement represents and warrants that such Party has full authority to do so, that performance of all of the obligations contained herein have been duly authorized by all requisite actions on behalf of such Party, and that this Agreement binds such Party.

8. Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision and covenant shall be valid and enforceable to the fullest extent permitted by law.

9. Attorney's Fees. In the event legal proceedings are commenced regarding the enforcement of this Agreement, the prevailing Party in any such action shall recover, in addition to any relief granted

therein, reasonable attorney's fees from the other Party, which fees shall be included in any judgment rendered in such proceedings.

10. **No Waiver.** The waiver or failure to enforce any breach or violation of any covenant herein contained shall not be deemed to be a waiver or abandonment of such covenant, or any waiver of the right to enforce any subsequent breach or violation of such covenant.

11. **Recording.** County shall cause this Agreement to be recorded with the Riverside County Recorder's Office within ten (10) business days of execution of this Agreement by both Parties.

12. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the Parties with respect to all matters discussed herein and supersedes any and all prior agreements, written or oral regarding such matters.

13. **No Third Party Beneficiary.** The Parties agree that no third parties are designated as beneficiaries to any rights under this Agreement other than as specified herein, and no third parties shall have any rights to enforce this Agreement.

14. **Headings.** Headings contained herein are for reference purposes only and shall not constitute terms of this Agreement.

15. **Jurisdiction, Forum and Venue.** The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, County of Riverside. The Parties agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. The parties hereby submit to personal jurisdiction in the State of California for the enforcement of this Agreement and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Agreement, whether on the grounds of inconvenient forum or otherwise.

16. **Laws and Regulations.** Each Party 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 this Agreement, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement.

17. **Governing Law.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California.

18. **Time of the Essence.** The Parties acknowledge and agree that time of is of the essence in the performance of this Agreement.

19. **Mutual Cooperation.** The Parties each agree to cooperate in good faith to effect the purposes and terms of this Agreement.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

21. **Amendments.** This Agreement may be amended in writing by the mutual agreement of the Parties.

22. **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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO TRANSFER AGREEMENT FOR
FIRE STATION PROPERTY AND
BALANCE OF FIRE IMPACT FEES**

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

MARCH JOINT POWERS AUTHORITY

COUNTY OF RIVERSIDE

APPROVED BY:

[**INSERT NAME**]

Signature

Grace I. Martin, DPPD

Chief Executive Officer

Signature

Name

Title

EXHIBIT A

LOCATION OF FIRE STATION PROPERTY

[**INSERT**]

Dedicated Fire Station Site

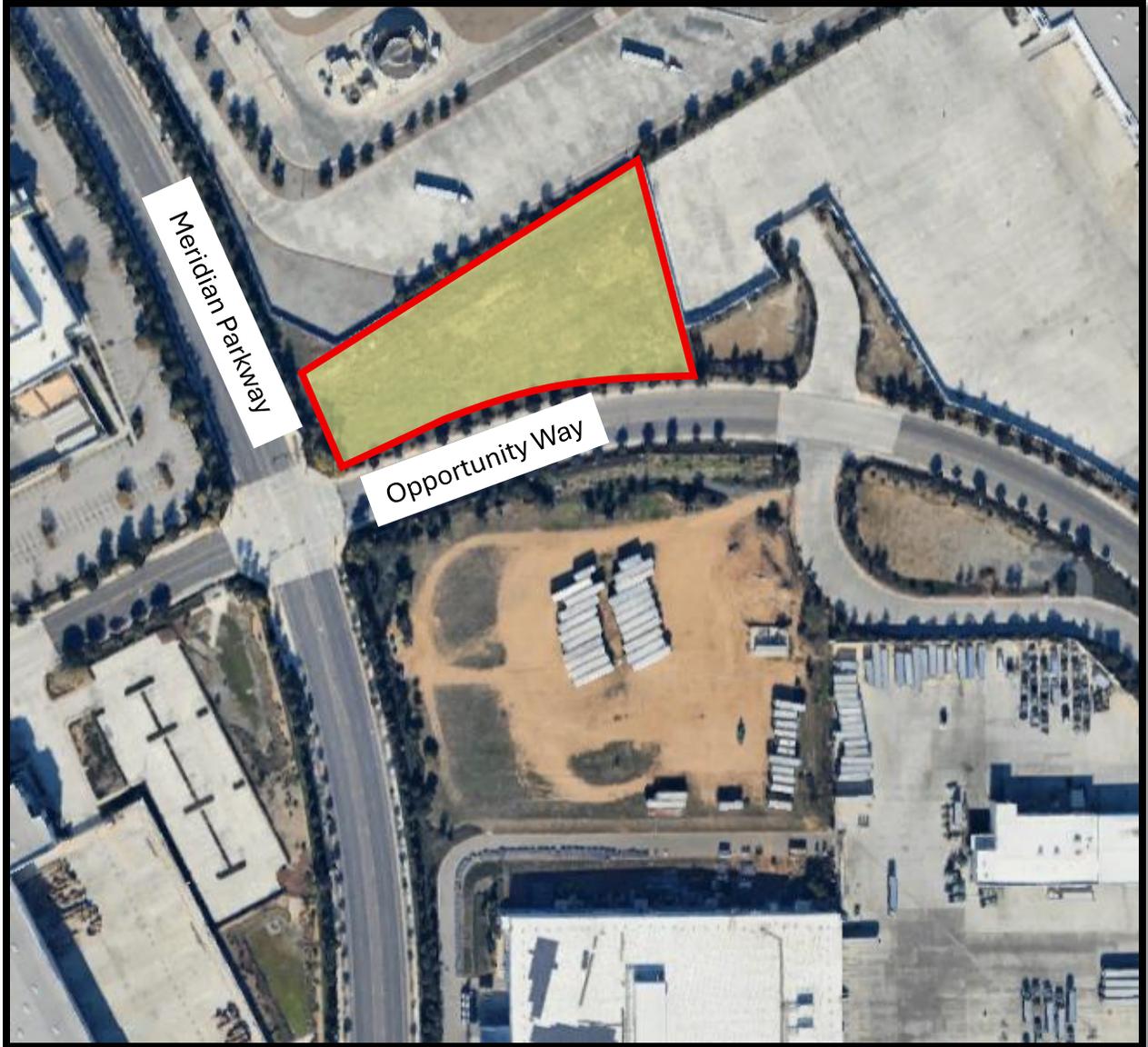


EXHIBIT B

QUITCLAIM DEED OF FIRE STATION PROPERTY

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
Attn: Grace Martin

FREE RECORDING:

This instrument is for the benefit of the County of Riverside, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

Above Space for Recorder's Use

FILE:

APN:
TRA:
DTT:

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the MARCH JOINT POWERS AUTHORITY, a California joint powers authority ("GRANTOR"), hereby grants to the COUNTY OF RIVERSIDE, a public agency ("GRANTEE"), the following described real property situated in the unincorporated County of Riverside, State of California, as described in **Exhibit 1**, attached hereto.

IN WITNESS WHEREOF, GRANTOR has caused its name to be affixed here to and this instrument to be executed by its duly authorized officer.

Date: _____, 2026

GRANTOR:

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

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

EXHIBIT 1
MAP AND LEGAL DESCRIPTION
(INSERT HERE)

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

TRACT 30857-6

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON: THAT WE ARE THE ONLY PERSONS WHO'S CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. WE HEREBY DEDICATE LOT "A" TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES.

WE ALSO HEREBY DEDICATE TO PUBLIC USE THE LANDSCAPE EASEMENTS, AS SHOWN HEREON, FOR CONSTRUCTION AND MAINTENANCE OF LANDSCAPING.

LNR RIVERSIDE II, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: LNR RIVERSIDE, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY, A MEMBER

BY: LNR RIVERSIDE HOLDINGS, INC.,
A CALIFORNIA CORPORATION, ITS MEMBER

ITS: VICE PRESIDENT

BY: R. Lang Cottrell
R. LANG COTTRELL

BEING A SUBDIVISION OF PORTIONS OF LOT 4 IN BLOCK 30 AND LOT 1 IN BLOCK 31, TOGETHER WITH PORTIONS OF DAY STREET (VACATED) AND GENTIAN AVENUE (VACATED) ALL OF THE ALESSANDRO TRACT PER MAP AS FILED IN BOOK 6 OF MAPS PAGE 13, IN THE RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND PORTIONS OF LOTS 2 AND 3 OF THE RESUBDIVISION OF ALESSANDRO PER MAP AS FILED IN BOOK 18 OF MAPS PAGES 16 THROUGH 17, INCLUSIVE, IN THE RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALL IN SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M.

KIMLEY-HORN AND ASSOCIATES, INC.

AUGUST 2007

SIGNATURE OMISSION:

PURSUANT TO SECTION 66436 SUBSECTIONS (a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HOLDERS OF EASEMENT AND OTHER RIGHTS HAVE BEEN OMITTED, AS THEIR INTEREST CANNOT RIPEN INTO A FEE.

UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR DRILLING PURPOSES RECORDED MARCH 21, 2002 AS INSTRUMENT NOS. 2001-234433 AND 2002-145427 OF OFFICIAL RECORDS.

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, HOLDER OF AN EASEMENT FOR POTABLE WATER FACILITIES, NON-POTABLE WATER FACILITIES, WASTEWATER FACILITIES AND INCIDENTAL PURPOSES RECORDED SEPTEMBER 30, 2002 AS INSTRUMENT NO. 2002-543343 OF OFFICIAL RECORDS.

MARCH AIR RESERVE BASE AND MARCH INLAND PORT, HOLDER OF AN EASEMENT FOR AVIGATION PURPOSES RECORDED JUNE 6, 2006 AS INSTRUMENT NO. 2006-0410009 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR UTILITY PURPOSES RECORDED OCTOBER 27, 2006 AS INSTRUMENT NO. 2006-0791241 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR UTILITY PURPOSES RECORDED JULY 31, 2007 AS INSTRUMENT NO. 2007-0493855 OF OFFICIAL RECORDS.

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA)
COUNTY OF Orange) SS

ON 17th BEFORE ME, L. Gauthier
A NOTARY PUBLIC, IN AND FOR SAID STATE PERSONALLY APPEARED
R. Lang Cottrell AND
PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS
OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES
ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED
CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT
THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS
ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND L. Gauthier
PRINT NAME L. Gauthier
MY COMMISSION EXPIRES ON January 30, 2011
MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____
A NOTARY PUBLIC, IN AND FOR SAID STATE PERSONALLY APPEARED
_____ AND _____
PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS
OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES
ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED
CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT
THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS
ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND _____
PRINT NAME _____
MY COMMISSION EXPIRES ON _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

AUTHORITY ENGINEER STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT, WHICH ARE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY.

DATED: 3/04/08



Marvin Lancaster
FOR HABIB M. MOTTAGH R.C.E. 35163
AUTHORITY ENGINEER
BY: MARVIN L. LANCASTER L.S. 6054
EXPIRES: 6-30-2009

SEWER FACILITIES STATEMENT:

I HEREBY STATE THAT THE SUBDIVIDER NAMED ON THIS MAP HAS POSTED SECURITIES ACCEPTABLE TO WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY (DISTRICT), ADEQUATE TO FUND CONSTRUCTION OF REQUIRED SEWER FACILITIES ONCE SEWER PIPELINES AND APPURTENANCES AND REQUIRED OFFSITE FACILITIES, AND SERVICE LATERALS HAVE BEEN INSTALLED AND ACCEPTED BY THE DISTRICT, AND REQUIRED FEES PAID. THE DISTRICT WILL SUPPLY SEWER TO EACH LOT CREATED BY THIS SUBDIVISION. THE EASEMENTS AND RIGHT-OF-WAYS SHOWN HEREON ARE SUFFICIENT AND ARE HEREBY ACCEPTED.

DATE: 1-30-08 BY: Joseph Stenally

RECORDER'S STATEMENT:

FILED THIS 23rd DAY OF May, 2008,
AT 11:00 A.M. IN BOOK 449 OF MAPS, AT PAGES 80-81.
AT THE REQUEST OF THE MARCH JOINT POWERS AUTHORITY.
NO. 2008-0279466
FEE \$ 11.
LARRY WARD, COUNTY ASSESSOR-CLERK-RECORDER
BY: Debra DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
PER ORDER NO. _____

MARCH JOINT POWERS AUTHORITY STATEMENT:

THE MARCH JOINT POWERS AUTHORITY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY THE MARCH JOINT POWERS COMMISSION, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AS PART OF THE MARCH JOINT POWERS AUTHORITY MAINTAINED ROAD SYSTEM, SUBJECT TO COMPLETION OF IMPROVEMENTS AND ACCEPTANCE BY THE MARCH JOINT POWERS AUTHORITY.

THE OFFER OF DEDICATION OF LANDSCAPE AND MAINTENANCE EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED

DATED: May 7, 2008
MARCH JOINT POWERS COMMISSION

BY: Frank
FRANK SHIBBONE, CHAIRMAN

ATTEST: Carey L. Allen
BY: Carey L. Allen Nancy #1496127
COMMISSION EXP 6/24/08
CAREY L. ALLEN, SECRETARY TO THE CHAIRMAN

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OF LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 46,300-. THIS CERTIFICATE EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENT NOT YET EXTENDED.

DATED: May 19, 2008 PAUL McDONNELL COUNTY TAX COLLECTOR

BY: Carmen Mejeda DEPUTY

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 46,300-. HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: May 19, 2008 CASH TAX BOND
NANCY ROMERO PAUL McDONNELL CLERK
OF THE BOARD OF SUPERVISORS

BY: _____ DEPUTY BY: Carmen Mejeda
DEPUTY

SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF 2 SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING FEBRUARY OF 2006; THAT ALL THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: December 14, 2007
Michael J. Knapp
MICHAEL J. KNAPP L.S. 8012
EXPIRATION DATE: 12/31/08



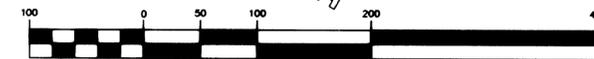
IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

TRACT 30857-6

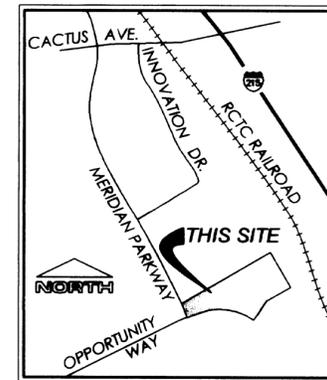
BEING A SUBDIVISION OF PORTIONS OF LOT 4 IN BLOCK 30 AND LOT 1 IN BLOCK 31, TOGETHER WITH PORTIONS OF DAY STREET (VACATED) AND GENTIAN AVENUE (VACATED) ALL OF THE ALESSANDRO TRACT PER MAP AS FILED IN BOOK 6 OF MAPS PAGE 13, IN THE RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND PORTIONS OF LOTS 2 AND 3 OF THE RESUBDIVISION OF ALESSANDRO PER MAP AS FILED IN BOOK 18 OF MAPS PAGES 16 THROUGH 17, INCLUSIVE, IN THE RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALL IN SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M.

KIMLEY-HORN AND ASSOCIATES, INC.

AUGUST 2007



SCALE: 1 INCH = 100 FT.



VICINITY MAP
NOT TO SCALE

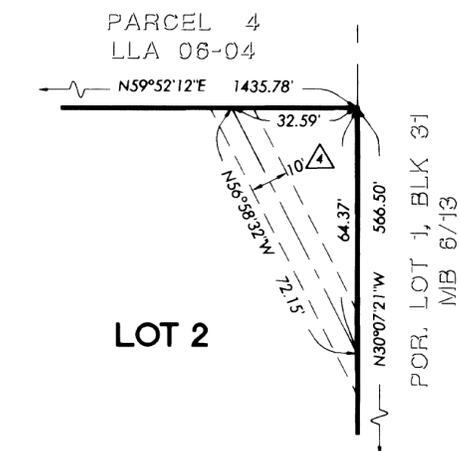
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS A PORTION OF THIS CENTERLINE OF MERIDIAN PARKWAY AS SHOWN ON SHEET 5 OF TRACT 30857-5, M.B. 405/46-51. BEARING: NORTH 30°07'48" WEST

MONUMENTATION NOTE

UNLESS OTHERWISE SHOWN ON THIS MAP, ALL POINTS OF CURVE OF THE SIDELINES OF DEDICATED STREETS WILL BE MONUMENTED BY A DISC STAMPED "LS 8012" SET AT AN OFFSET OF 8.00 FEET IN THE SIDEWALK. THE OFFSET SHALL BE MEASURED RADIALLY.

TRACT 30857-3
MB 415/86-88



DETAIL 'A'
SCALE: 1" = 30'

TRACT 30857-5
MB 405/46-51

PARCEL 4
LLA 06-04

PARCEL 4
LLA 06-04

DOC. NO. 2006-0807305

FOUND 1" IRON PIPE WITH DISC MARKED "LS 8012" FOR NORTHWESTERLY CORNER LOT 6 TRACT 30857-1, PER MB 371/28-38.

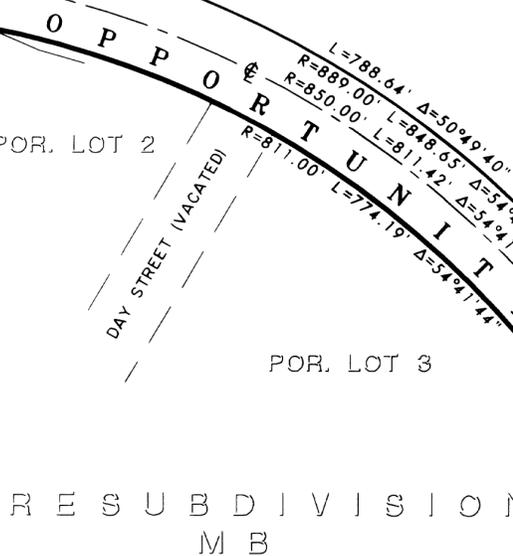
FOUND 1" IRON PIPE WITH DISC MARKED "LS 8012" FOR PER TRACT 30857-5, PER MB 405/46-51.

SEE DETAIL 'A'

WESTERLY LINE OF PARCEL 3
RS 110/30 AND DOC. 2002-742244,
REC. 12/11/2002, O.R.

LOT 1
6.936 AC.

LOT 2
6.871 AC.



LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- (R) INDICATES RADIAL BEARING
- △ INDICATES EASEMENT NOTE
- INDICATES FOUND 1" IRON PIPE WITH TAG MARKED "LS 8012" AS NOTED. IF MONUMENT IS NOT SET WITHIN 24 MONTHS OF THE RECORDING DATE OF REFERENCED TRACT MAP, A 1" IRON PIPE TAGGED "LS 8012" SHALL BE SET
- ▲ INDICATES FOUND A 3" BRASS DISK MARKED "LS 8012" IN A WELL MONUMENT PER MB 415/86-88, UNLESS OTHERWISE NOTED. IF MONUMENT IS NOT SET WITHIN 24 MONTHS OF THE RECORDING DATE OF REFERENCED TRACT MAP, A 3" BRASS DISK MARKED "LS 8012" IN A WELL MONUMENT OF RIVERSIDE COUNTY SPECIFICATIONS WILL BE SET.

- INDICATES WILL SET A 1" IRON PIPE WITH TAG MARKED "LS 8012", UNLESS OTHERWISE NOTED.
- △ INDICATES WILL SET A 3" BRASS DISK MARKED "LS 8012" IN A WELL MONUMENT OF RIVERSIDE COUNTY SPECIFICATIONS SET AT STREET CENTERLINE BC'S, EC'S, AND POINTS OF INTERSECTION.
- INDICATES WILL SET A LEAD AND TAG MARKED "LS 8012" SET ALONG AN EXTENSION OF THE LOT LINE AT AN OFFSET OF 7.00 FEET IN THE SIDEWALK. THE OFFSET SHALL BE MEASURED RADIALLY OR AT RIGHT ANGLES TO THE RIGHT-OF-WAY LINE.

IN THE EVENT THAT MONUMENTS LISTED ABOVE ARE NOT OF SAID CHARACTER, THE FOLLOWING HAVE BEEN PLACED IN LIEU THEREOF, A LEAD & TAG MARKED "LS. 8012" IN BLOCK WALLS OR CONCRETE, OR A SPIKE & WASHER MARKED "LS. 8012" IN A.C. PAVEMENT.

EASEMENT NOTES

- 1 9' LANDSCAPE AND MAINTENANCE EASEMENT IN FAVOR OF MARCH JOINT POWERS AUTHORITY GRANTED HEREON
- 2 A BLANKET AVIGATION EASEMENT, OVER THE ENTIRETY OF THIS MAP, RECORDED JUNE 6, 2006 AS INSTRUMENT NO. 2006-0410009, O.R.
- 3 A BLANKET UTILITY EASEMENT, OVER THE ENTIRETY OF THIS MAP, TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED OCTOBER 27, 2006 AS INSTRUMENT NO. 2006-0791241, O.R.
- 4 UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 31, 2007 AS INSTRUMENT NO. 2007-0493855, O.R.

LINE TABLE

LINE	LENGTH	BEARING
L1	106.75'	N20°54'11"W
L2	29.66'	N54°17'15"W
L3	78.00'	N19°16'31"W (R)
L4	33.90'	N70°43'29"E (R)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	60.01'	889.00'	03°52'04"
C2	54.01'	1900.00'	01°37'43"
C3	305.94'	1900.00'	09°13'33"

CERTIFICATE OF ACCEPTANCE

(Govt. Code § 27281)

The County of Riverside, a public agency (hereinafter called "Grantee"), does hereby accept the above and foregoing Fire Station Property upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions. This is to certify that the interest in real property conveyed by the TRANSFER AGREEMENT FOR FIRE STATION PROPERTY AND BALANCE OF FIRE IMPACT FEES Agreement dated _____ from March Joint Powers Authority, a California joint powers authority ("Grantor"), to Grantee is hereby accepted by the undersigned officer or agent, and Grantee consents to recordation thereof by its duly authorized officer.

DATED as of _____, 2026.

COUNTY OF RIVERSIDE
a public agency

By: _____
Jeffrey A. Van Wagenen Jr.
County Executive Officer

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT C

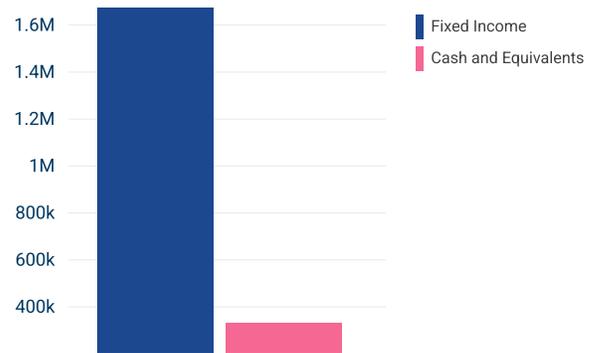
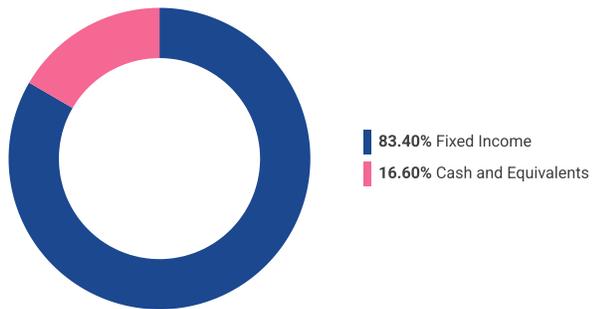
FUND BALANCE

INVESTMENT SUMMARY

\$2,008,796 ^{.21}	\$2,006,506 ^{.71}
Total Market Value	Total Cost
\$0 ^{.00}	\$0 ^{.00}
Year to Date Long Term Gain/Loss	Year to Date Short Term Gain/Loss
Sole	Government
Investment Authority	Investment Objective
\$0 ^{.00}	
Year to Date RMD Payment	

ASSET ALLOCATION

MARKET VALUE



ACCOUNT SUMMARY

Investment Segment	Market Value	% of Total	Cost
Fixed Income	\$1,675,394.50	83.40%	\$1,673,105.00
Cash and Equivalents	\$333,401.71	16.60%	\$333,401.71

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 4, 2026

Action: **APPROVE AND RATIFY THE EMERGENCY ACTION TAKEN FOR ROOF REPAIR OF CROSSWORD CHRISTIAN CHURCH**

Motion: Move to approve and ratify the emergency action taken for roof repair of CrossWord Christian Church.

Background:

On February 5, 2025, Commission authorized the advertising of a Request for Proposals (RFP) for CrossWord Christian Fellowship Church Roof Replacement, Building 2600. Prior to the release of the RFP, the Authority received communications from CrossWord regarding severe roof damage during rain events that month. The damage during rain events disrupted church activities and presented public safety issues that needed immediate resolution.

In March 2025, a site inspection by the JPA Building Official identified significant roof damage at church offices, fellowship room, hallways and classrooms following storm events. The damage resulted in active water leakage, failed electrical circuits and presented a risk to the building’s structural integrity, interior furnishings, and safety of occupants. The Building Official confirmed that immediate repair was necessary to prevent further deterioration. Delayed repairs would have likely resulted in increased costs and potential safety hazards.

Pursuant to Sections 20134 and 22050 of the Public Contract Code, the Chief Executive Officer authorized emergency measures to repair the roof to stabilize the structure and prevent further deterioration. The following contractors were authorized to complete emergency repairs:

Contractor	Scope of Work	Cost
Courtney Waterproofing, Roof & Concrete Restoration	Roof materials installation, secure damaged roof sections and prevent water intrusion to the building.	\$ 154,353.12
Blue HVAC	Remove and replace air conditioning units.	\$ 19,500.00
Brickley Environmental	Mitigate environmental hazardous materials to include mold.	\$ 7,900.00
Vista Environmental	Evaluate environmental hazards	\$ 3,040.00
Moreno General Services	Electrical repairs.	\$ 43,096.25

All emergency repairs were completed on September 9th, 2025. Staff recommends that the Commission ratify the emergency action taken to authorize and complete roofing repair work at the CrossWord Christian Church located at (building 2600) 14950 Riverside Drive, Riverside, CA 92518.

Attachment(s): Contractors Agreements.

EMERGENCY SERVICE FORM

Date	4/29/25
Requestor	Sharon Erb / Nick Gonzalez
Address	14950 Riverside Dr. (Crossword Church)
Emergency Service	<div style="display: flex; align-items: flex-start;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-family: cursive; font-size: 2em; margin-right: 20px;">Roof Repair</div> <div style="flex-grow: 1;"> <ul style="list-style-type: none"> <input type="checkbox"/> Gas Leaks or Presence of fumes <input type="checkbox"/> Electrical fittings in contact with water <input type="checkbox"/> Live or bare electric wiring <input type="checkbox"/> Sewage backup and overflow <input type="checkbox"/> Outside doors that need secured <input type="checkbox"/> Burst storage tanks, cylinders or pipes <input type="checkbox"/> Failure of all lights or all power <input type="checkbox"/> Failure of heating / AC systems in severe weather <input type="checkbox"/> Failure of all communal lighting <input type="checkbox"/> Water leak / Flooding <input type="checkbox"/> Blockages at sewers or drains <input checked="" type="checkbox"/> Compromised Roof Courtney Roofing <input type="checkbox"/> Other: Abate hazardous vegetation - Riverside County Ordinance 695. </div> </div>

Maintenance/Grounds Tech Approval:

Work Completed: 10/31/25



17405 Heacock Street
 Moreno Valley, CA 92551
 Phone: (951) 656-7000
 Mondays – Fridays: 8am – 5:30pm
 After Hours Contact:

MARCH JOINT POWERS AUTHORITY
CONSTRUCTION CONTRACT

CROSSWORD CHURCH – BUILDING 2600 EMERGENCY ROOF REPAIR

1. PARTIES AND DATE.

This Contract is made and entered into this 11TH day of June, 2025 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 17405 Heacock Street, Moreno Valley, County of Riverside, State of California (“Authority”) and Courtney Waterproofing, Roofing & Concrete Restoration, a California Corporation with its principal place of business at 16781 Millikan Avenue, Irvine, CA 92606 (“Contractor”). Authority and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 Authority. Authority is a joint powers authority organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Authority on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing roofing repairs related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Authority. The following license classifications are required for this Project: C-39.

2.3 Project. Authority desires to engage Contractor to render such services for the Crossword Church – Building 2600 Emergency Roof Repair (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, **PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS** as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit “A”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- Federal Requirements (Exhibit “G”)

3.1.1 Precedence. To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions,

technical specifications, general contract terms, scope of work, standard plans, proposals or other documents submitted by Contractor.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the Authority.

3.2.1.1 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both Parties or issued unilaterally by the Authority. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the Authority for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

- (A) Changes Ordered By Authority. Authority may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.
- (B) Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then

Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Authority may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Authority may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Authority has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Authority in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Authority's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages.

3.3.1 Contractor shall perform and complete all Work under this Contract within thirty (30) calendar days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Authority. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Authority will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Authority as fixed and liquidated damages the sum of One Thousand Dollars (\$1,000) per day for each and every calendar day of delay beyond the

Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.3.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.3.3 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 Contractor 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 Authority in its capacity as a municipal authority.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Authority to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Authority, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Authority retains Contractor on an independent contractor basis and Contractor is not an employee of the Authority. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

3.6 Authority's Basic Obligation. Authority agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise

provided in the Contract, the Authority shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Authority agrees to pay Contractor the Total Contract Price of One Hundred Fifty Four Thousand Dollars (\$154,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Authority.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Authority will arrange for payment of the Total Contract Price upon completion and approval by Authority of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Authority will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Authority an itemized application for payment in the format supplied by the Authority indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Authority may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Authority and in such detail and form as the Authority shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. Authority shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the Authority, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the Authority may deduct from each progress payment an amount necessary to protect Authority from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Authority in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Authority during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Contract; and (11) any other sums which the Authority is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure

by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.7.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the Authority to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Authority, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the Authority, which provides that no portion of the securities shall be paid to Contractor until the Authority has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The Authority shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

3.7.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.7.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Authority at the time of payment. To the extent that title has not previously been vested in the Authority by reason of payments, full title shall pass to the Authority at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Authority, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.9 Labor and Material Releases. Contractor shall furnish Authority with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Authority.

3.8 Labor

3.8.1 Prevailing Wages. Contractor 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. Since 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 is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any

failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.8.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.8.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.8.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Authority, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the DIR on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.8.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.8.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Authority. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.9 Performance of Work; Jobsite Obligations.

3.9.1 Water Quality Management and Compliance.

3.9.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.9.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.9.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.9.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor,

hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.9.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Authority and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, Authority may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.9.1.6 Reservation of Right to Defend. Authority reserves the right to defend any enforcement action brought against the Authority for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Authority for the costs (including the Authority's attorney's fees) associated with, any settlement reached between the Authority and the relevant enforcement entity.

3.9.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.9.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Authority, regarding the requirements of the laws, regulations and policies described in paragraph 3.9.1 as they may relate to the Work provided under this Contract. Upon request, Authority will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.9.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.9.3 Laws and Regulations. Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Authority in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to

the Authority, Contractor shall be solely responsible for all costs arising therefrom. Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a public entity are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold Authority, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.9.4 Permits and Licenses. Contractor shall be responsible for securing Authority permits and licenses necessary to perform the Work described herein. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.9.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Authority's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.9.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Authority of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Authority; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Authority shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.9.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Authority shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Authority to provide for removal or relocation of such utility facilities.

3.9.8 Air Quality. Contractor 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 California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Authority against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its

subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.9.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters.

3.9.11 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Authority immediately and prior to performing any work or altering the condition.

3.10 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Authority in writing and shall furnish all labor and material releases required by this Contract. Authority shall thereupon inspect the Work. If the Work is not acceptable to the Authority, the Authority shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the Authority. Once the Work is acceptable to Authority, Authority shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Authority may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.11 Claims; Government Code Claim Compliance.

3.11.1 Except as otherwise provided in this Contract, if any dispute shall arise between the Authority and Contractor regarding performance of the Work, or any alleged change in the Work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to the Authority within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work and shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

3.11.2 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.

3.11.3 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor for:

3.11.3.1 An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the Authority;

3.11.3.2 Payment by the Authority of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or

3.11.3.3 An amount the payment of which is disputed by the Authority.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.11.4 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than thirty (30) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Authority and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include the all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

3.11.5 Supporting Documentation: The Contractor shall submit all claims in the following format:

3.11.5.1 Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

3.11.5.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.11.5.3 Chronology of events and correspondence

3.11.5.4 Narrative analysis of claim merit

3.11.5.5 Analysis of Claim cost, including calculations and supporting documents

3.11.5.6 Time impact analysis in CPM format

3.11.6 Authority's Response. Upon receipt of a Claim pursuant to this Section, the Authority shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the Authority issues its written statement.

3.11.6.1 If the Authority needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Authority's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the Authority shall have up to three (3) days following the next duly publicly noticed meeting of the Authority's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.11.6.2 Within 30 days of receipt of a Claim, the Authority may request in writing additional documentation supporting the Claim or relating to defenses or Claims the Authority may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Authority and the Contractor. The Authority's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days (if the Claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.11.7 Meet and Confer. If the Contractor disputes the Authority's written response, or the Authority fails to respond within the time prescribed, the Contractor may so notify the Authority, in writing, either within 15 days of receipt of the Authority's response or within 15 days of the Authority's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Authority shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.11.8 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the Authority shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the Authority issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Authority and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

3.11.8.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.11.8.2 For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

3.11.8.3 Unless otherwise agreed to by the Authority and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.11.8.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

3.11.9 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

3.11.10 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

3.11.10.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.11.10.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.11.11 Government Code Claim Procedures.

3.11.11.1 This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.11.11.2 In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for additional work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the Authority.

3.11.11.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for additional work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the Authority.

3.11.11.4 A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

3.11.12 Non-Waiver. The Authority's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Section.

3.12 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Authority. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Authority may terminate this Contract pursuant to Section 3.18.3; provided, however, that the Authority needs to provide Contractor with only one (1) day advanced written notice.

3.13 Indemnification.

3.13.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense which is caused by the sole or active negligence or willful misconduct of the Authority or the Authority's agents, servants, or independent contractors who are directly responsible to the Authority, or for defects in design furnished by those persons.

3.13.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against Authority or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Authority or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Authority for the cost of any settlement paid by Authority or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or

other proceeding. Such reimbursement shall include payment for Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Authority and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the Authority, its officials, employees, agents and authorized volunteers.

3.14 Insurance.

3.14.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Authority that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subcontractor 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 Contract for cause.

3.14.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.14.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk*: Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the Authority). Policies shall not contain exclusions contrary to this Contract.

3.14.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk*: Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.14.2.3 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Contractor or the Authority may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Authority may suspend or terminate this Contract.

3.14.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Authority to add the following provisions to the insurance policies:

3.14.3.1 General Liability. (1) Such policy shall give the Authority, its officials, employees, agents and volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Authority, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Authority, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.14.3.2 Automobile Liability. (1) Such policy shall give the Authority, its officials, employees, agents and volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Authority, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Authority, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.14.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Authority, its officials, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.14.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Authority, its officials, employees, agents and volunteers.

3.14.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the Authority be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the Authority.

3.14.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Authority, its officials, employees, agents and volunteers.

3.14.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name the Authority, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits

3.14.7 Reserved.

3.14.8 Reserved.

3.14.9 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Authority. Contractor shall guarantee that, at the option of the Authority, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Authority guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.14.10 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Authority. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.14.11 Verification of Coverage. Contractor shall furnish Authority with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Authority. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Authority. All certificates and endorsements must be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.14.12 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Authority, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Authority in writing.

3.14.13 Reporting of Claims. Contractor shall report to the Authority, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.15 Bond Requirements.

3.15.1 Payment Bond. If required by law or otherwise specifically requested by Authority in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall

execute and provide to Authority concurrently with this Contract a Payment Bond in an amount required by the Authority and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Authority.

3.15.2 Performance Bond. If specifically requested by Authority in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Contract a Performance Bond in an amount required by the Authority and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Authority.

3.15.3 Bond Provisions. Should, in Authority's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Authority, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. If Contractor fails to furnish any required bond, the Authority may terminate the Contract for cause.

3.15.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.16 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority,

regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.17 Employee/Labor Certifications.

3.17.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.17.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.17.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies 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 subcontractors and sub-subcontractors to comply with the same.

3.18 General Provisions.

3.18.1 Authority's Representative. The Authority hereby designates the Chief Executive Officer, or his or her designee, to act as its representative for the performance of this Contract ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.18.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Authority ("Contractor's Representative"). Following approval by the Authority, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Authority, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Authority, shall be made for emergency Work which

may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Authority's written approval.

3.18.3 Termination. This Contract may be terminated by the Authority at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by the Authority for any reason other than the fault of Contractor, Authority shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Authority may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Authority's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Authority may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.18.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Authority, the matter shall be referred to Authority's Representative, whose decision shall be binding upon Contractor.

3.18.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Authority tender final payment to Contractor, without further acknowledgment by the Parties.

3.18.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Courtney Waterproofing, Roofing & Concrete Restoration
16781 Millikan Avenue
Irvine, CA 92606

AUTHORITY:

March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
Attn: Chief Executive Officer

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of

service.

3.18.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.18.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of the Authority. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Authority may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.18.10 Laws; Venue. This Contract 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 Contract, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

3.18.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.18.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.18.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Authority shall have the right to terminate this Contract without liability.

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

3.18.15 Certification of License.

3.18.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.18.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.18.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.18.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.18.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either Party, unless such waiver is specifically specified in writing.

3.18.19 Authority's Right to Employ Other Contractors. Authority reserves right to employ other contractors in connection with this project.

3.18.20 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

3.18.21 Fleet Compliance.

3.18.21.1 To the extent applicable, Contractor, shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). The Fleet Compliance Certification is attached hereto as Exhibit "G" and incorporated herein by this reference.

3.18.21.2 Throughout Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the Authority.

3.18.21.3 Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the Authority, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE MARCH JOINT POWERS AUTHORITY
AND COURTNEY WATERPROOFING, ROOFING & CONCRETE RESTORATION**

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

MARCH JOINT POWERS AUTHORITY

**COURTNEY WATERPROOFING,
ROOFING & CONCRETE RESTORATION**

APPROVED BY:



Grace I. Martin, DPPD
Chief Executive Officer

Chuck Point

Signature

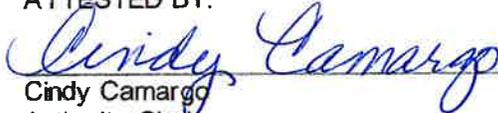
Chuck Point

Name

V.P. of Roof Operations

Title (President or Vice President)

ATTESTED BY:



Cindy Camargo
Authority Clerk

Robert Gilbert

Signature

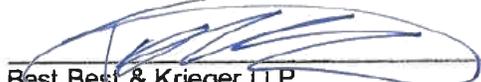
Robert Gilbert

Name

CFO

Title (Secretary or Treasurer)

APPROVED AS TO FORM:



Best Best & Krieger LLP
General Counsel

699236_C39 C43 C33 C8 C61 D12

Contractor's License Number and
Classification

1000007792

DIR Registration Number

EXHIBIT A
SERVICES/SCHEDULE


COURTNEY

 WATERPROOFING, ROOFING &
 CONCRETE RESTORATION

ROOF PROPOSAL

Date: 4/29/2025'

Company: March Joint Powers Authority

Attention: Estimating Dept.

Project: Crossword Church – Bldg. 2600

Plans: N/A (site visit)

Scope: Johns Manville Single-ply TPO system

Specification: JM Spec. #075423

SCOPE OF WORK:

Provide all labor and materials for JM TPO single-ply roof system–

- Thermal scan roof for any moisture present in existing roof insulation
- Remove and match fill damaged insulation area's (see unit cost per sqft.)
- Insulation filler at wet area's – per manufacturer requirement
- Install ½" dens deck roof board mechanically fastened over existing roof
- Install JM 60 mil. TPO membrane mechanically fastened over dens deck board
- Wrap parapet walls in TPO and heat weld TPO coated edge metal (in lieu of metal coping)
- New 1pc. Counter flashing at perimeter wall
- Manufacturer's Warranty (15yr.)
- Installers 1-year warranty from date of completion



Total Amount: \$ 154,000

Unit Cost: \$25 per sqft. Insulation fill (TBD)

COURTNEY INC.

16781 MILLIKAN AVE, IRVINE, CA 92606 – PHONE (949) 222-2050 – FAX (949) 222-2063
 CA LIC #699236–C8/C61/D12/C33/C39, NEV LIC(S): WP=#86692–C40, ROOF=#73978-C15, CONCRETE=#86448-C5
 SIGNATORY UNIONS – ROOFERS, WATERPROOFERS AND SHEETMETAL; CONSTRUCTION LABORERS
WWW.COURTNEYINC.COM



II. TERMS AND CONDITIONS:

- A. **Payment shall be made under the following agreement:**
1. Progress payments monthly through completion of the project.
- B. **Disclosure Statement:** State law requires us to inform you of contract liens. Any supplier or subcontractor may lien your real property if general contractor of customer fails to pay for goods or services delivered or installed at the work location. Some suppliers automatically send letters of notification similar to this note. At your request, we will provide original lien release documents from anyone who provides said materials or service. *(Please call if you have any questions regarding liens.)*
- C. All changes and/or additional work requested by the Contractor shall be pre-authorized in writing by a representative of the Contractor prior to Courtney Inc. performing said work. The amount listed on said Authorization shall increase the value of the Contract, and therefore, will constitute an **APPROVED** Change Order to the Contract. Payment for said Change Order(s) **MUST BE PAID IN FULL** once additional work is completed. *(Contractor cannot delay and is responsible for payment to Subcontractor for said-completed change order work.)* - This includes Time and Material (T&M) work performed by Courtney Inc. personnel.
- D. All changes and/or additional work requested by the Owner/Contractor shall be priced based on current jurisdictional labor rates, current material costs plus sales tax, fuel surcharge if applicable, current equipment and rental equipment rates, mobilization/demobilization rates if applicable, plus a minimum of **15%** mark-up on all items for OH&P.

Scope Exclusions: All other areas of work not specifically referenced herein or any unknown or unforeseen conditions including any damage below roof with mechanically attached system deemed as unforeseen condition. Demolition or abatement, surface preparation, including shot blasting or sand blasting, correction of improperly cured or finished concrete, sacking or patching, sheet metal flashing except as noted, carpentry work, concrete topping, light weight insulating concrete, slabs, plumbing, sheathing on walls, vapor barriers, temporary roof or waterproofing membrane, protection of finished roofing or waterproofing after completion, batt insulation, fire proofing, establishing finish grade lines, rough grading or leveling, sloping for adequate drainage or elimination of ponding water except as noted, burrito drain or backfill, except as noted. California engineering stamps, design liabilities, coring, testing and third-party consultants or inspections are also excluded.

III. INSURANCE

GENERAL LIABILITY: SUMMIT SPECIALTY INSURANCE CO - A.M. Best A VIII - 2/1/2024-2/1/2025
 \$2,000,000 AGGREGATE
 \$1,000,000 per Occurrence

Endorsements:

Addl. Insured: CG 20 10 04 13, CG 20 37 04 13
 Primary & Non-Contributing Wording
 Waiver of Subrogation

EXCESS LIABILITY: SUMMIT SPECIALTY INSURANCE CO. - A.M. Best A VIII - 2/1/2024-2/1/2025
 Per Occurrence, Follow-Form
 \$5,000,000 AGGREGATE
 \$5,000,000 EACH OCCURRENCE

2ND LAYER LANDMARK AMERICAN INSURANCE CO – A.M. Best A++ XIV 2/1/2024-2/1/2025
 \$3,000,000 Each Occ/Agg

3rd LAYER FAIR AMERICAN SELECT INSURANCE CO – A.M. Best A++ XV 2/1/2024-2/1/2025
 \$3,000,000 Each Occ/Agg

COURTNEY INC.

16781 MILLIKAN AVE, IRVINE, CA 92606 – PHONE (949) 222-2050 – FAX (949) 222-2063
 CA LIC #699236–C8/C61/D12/C33/C39, NEV LIC(S): WP=#86692–C40, ROOF=#73978-C15, CONCRETE=#86448-C5
 SIGNATORY UNIONS – ROOFERS, WATERPROOFERS AND SHEETMETAL; CONSTRUCTION LABORERS
WWW.COURTNEYINC.COM



WORKER'S COMP: REDWOOD FIRE & CASUALTY INSUR CO - A.M. Best A++ XV 2/1/2024-2/1/2025
\$1,000,000 / Statutory Limit EMR: .74

Endorsement: Waiver of Subrogation

AUTOMOBILE: EVEREST NATIONAL INSURANCE CO- A.M. Best A+, XV – 2/1/2024-2/1/2025
COMBINED SINGLE LIMIT: \$1,000,000
Any Auto

POLLUTION LIABILITY EVANSTON INSURANCE CO . – A.M. Best A XV – 2/1/2024-2/1/2025
\$3,000,000 EACH OCCURRENCE & AGGREGATE
Mold Coverage

DEDUCTIBLE: Liability Deductible: \$10K

NOTES: ALL OTHER INSURANCE REQUIREMENTS NOT MENTIONED ABOVE MUST BE
DISCUSSED WITH COURTNEY INC. PERSONNEL AT TIME OF BIDDING.

IV. **BOND INFORMATION**

SURETY COMPANY: LIBERTY MUTUAL INSURANCE COMPANY - A.M. BEST: A, XV
Per Project Bond Limit: \$20,000,000
Aggregate Limit: \$35,000,000

Bond Rate = 2.5% (not included in bid) / (5yr – 2.8%)

Important Note: 2.5% rate includes up to two (2) year labor warranty pertaining to the bond. When the duration of the specified WARRANTY, for applicator/installer exceeds two (2) years, the following clause shall be included in Subcontract Agreement:

“THE OBLIGATION OF SUBCONTRACTOR'S SURETY COMPANY, PER ALL WARRANTIES FOR DEFECTIVE WORKMANSHIP AND MATERIALS, IS LIMITED TO TWO (2) YEARS.”

Variance cost to bonding clause for labor warranty greater than two (2) years.

3rd year = 2.6%, 4th year = 2.7%, 5th year = 2.8%. Bonds shall not exceed 5 years

(PLEASE NOTE: The manufacturer and installer will provide all warranties (if applicable and available) per subcontract agreement /specifications

The proposal is good for thirty (30) days from the date above at which time Courtney Inc. will reserve the right to adjust pricing due to increases in material and labor costs.

Should you have any questions concerning the proposed scopes of work or the conditions above, please do not hesitate to contact me at 949-222-2050 x-133

Respectfully,
Daniel Ammann
Project Manager/Estimator
Courtney, Inc.

COURTNEY INC.

16781 MILLIKAN AVE, IRVINE, CA 92606 – PHONE (949) 222-2050 – FAX (949) 222-2063
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SIGNATORY UNIONS – ROOFERS, WATERPROOFERS AND SHEETMETAL; CONSTRUCTION LABORERS
WWW.COURTNEYINC.COM

EXHIBIT B
PLANS AND SPECIFICATIONS
(NOT APPLICABLE)

EXHIBIT C

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the Authority four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Authority and included as Exhibit "F" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Authority. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT D

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

COURTNEY WATERPROOFING, ROOFING & CONCRETE RESTORATION

By:


Signature

Robert Gilbert

Name (Print)

CFO

Title (Print)

EXHIBIT E

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: Courtney Inc.

DIR Registration Number: 1000007792

DIR Registration Expiration: 6-30-2028

Small Project Exemption: Yes or No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: Courtney Inc.

Signature: 

Name and Title: Robert Gilbert, CFO

Dated: 7-30-2025

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT F

PAYMENT AND PERFORMANCE BONDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On JUL 30 2025 before me, Kim Luu, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared _____
Name(s) of Signer(s)
Jessica Alvarado

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
Partner -- Limited General Partner -- Limited General
Individual Attorney in Fact Individual Attorney in Fact
Trustee Guardian or Conservator Trustee Guardian or Conservator
Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

Bond Number: 024286482
Premium: The Premium is Predicated on
the Final Contract Price and is Subject to
Adjustment

Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the MARCH JOINT POWERS AUTHORITY, with its principal place of business at 14205 Meridian Parkway, Suite 140, Riverside, County of Riverside, State of California (hereinafter designated as the "Authority"), by action taken June 10, 2025, has awarded to Courtney ~~Waterproofing, Roofing & Concrete Restoration~~, a California Corporation with its principal place of business at 16781 Millikan Avenue, Irvine, CA 92606, hereinafter designated as the "Principal," a contract for the work described as follows: Crossword Church – Building 2600 Emergency Roof Repair (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated June 10, 2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and
*, Inc.

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions; provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the Authority in the penal sum of One Hundred Fifty** Dollars (\$ 154,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. **Four Thousand and 00/100

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Authority in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance,

addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the Authority and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of July, 2025.

(Corporate Seal)

Courtney, Inc.
Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Liberty Mutual Insurance Company
Surety

By Jessie Alvarado
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Jessica Alvarado, Attorney-in-Fact

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF Orange

On July 30, 2025, before me, Kim Luu, Notary Public, personally appeared Jessica Alvarado, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
 - Limited
 - General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213027-977460

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica Alvarado, Kevin Cathcart, Maria Guise, Terah Lane, Kim Luu, Leigh McDonough, Michael D. Parizino, Rachelle Rheault, Mark Richardson, Heather Saltarelli, Harrison Yoshioka

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUL 30 2025



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond Number: 024286482
Premium: The Premium is Predicated on the
Final Contract Price and is Subject to
Adjustment

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the MARCH JOINT POWERS AUTHORITY, with its principal place of business at 14205 Meridian Parkway, Suite 140, Riverside, County of Riverside, State of California (hereinafter referred to as the "Authority") has awarded to Courtney ~~Waterproofing, Roofing & Concrete Restoration~~*, a California Corporation with its principal place of business at 16781 Millikan Avenue, Irvine, CA 92606, (hereinafter referred to as the "Contractor") an agreement for Crossword Church Building 2600 – Emergency Roof Repair, (hereinafter referred to as the "Project").

*, Inc.

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated June 10, 2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Courtney, Inc., the undersigned Contractor and Liberty Mutual Insurance Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Authority in the sum of One Hundred Fifty Four Thousand** DOLLARS, (\$ 154,000.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**and 00/100

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the Authority, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the Authority in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the Authority, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Authority from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Authority's rights or the

Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Authority to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Authority's option:

- I. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- II. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Authority, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.
- III. Permit the Authority to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Authority may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Authority, when declaring the Contractor in default, notifies Surety of the Authority's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of July, 2025.

(Corporate Seal)

Courtney, Inc.
Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Liberty Mutual Insurance Company
Surety

By Jessica Alvarado
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Jessica Alvarado, Attorney-in-Fact

The rate of premium on this bond is \$7.20 per thousand. The total amount of premium charges is \$ 1,109.00
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

(Name and Address of Agent or Representative for service of process in California, if different from above)

Alliant Insurance Services, Inc.
18100 Von Karman Ave., 10th Floor
Irvine, CA 92612

(Telephone number of Surety and Agent or Representative for service of process in California)

Surety: (714) 634-5723 & Agent: (949) 756-0271

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

 Title(s)

- Partner(s)
 - Limited
 - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF Orange

On July 30, 2025, before me, Kim Luu, Notary Public, personally appeared Jessica Alvarado, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Handwritten Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

_____ Title or Type of Document

- Partner(s)
 - Limited
 - General

_____ Number of Pages

- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

_____ Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213027-977460

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica Alvarado, Kevin Cathcart, Maria Guise, Terah Lane, Kim Luu, Leigh McDonough, Michael D. Parizino, Rachele Rheault, Mark Richardson, Heather Saltarelli, Harrison Yoshioka

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUL 30 2025 day of _____



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT G

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

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The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Courtney Inc.

Signature: 

Name: Robert Gilbert

Title: CFO

Date: 7-30-2025

California Environmental Protection Agency Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

COURTNEY INC

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void **Certificate expires 2/28/2026**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

264719

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

EMERGENCY SERVICE FORM

Date	4-18-25
Requestor	Sharon Erb / Nick Gonzalez
Address	14950 Riverside Drive (Crossword Church)
Emergency Service	<div style="display: flex; justify-content: space-between;"> <div style="width: 30%; font-style: italic; transform: rotate(-45deg);"> Remove & Reinstall HVAC Equip. </div> <div style="width: 65%;"> <ul style="list-style-type: none"> <input type="checkbox"/> Gas Leaks or Presence of fumes <input type="checkbox"/> Electrical fittings in contact with water <input type="checkbox"/> Live or bare electric wiring <input type="checkbox"/> Sewage backup and overflow <input type="checkbox"/> Outside doors that need secured <input type="checkbox"/> Burst storage tanks, cylinders or pipes <input type="checkbox"/> Failure of all lights or all power <input type="checkbox"/> Failure of heating / AC systems in severe weather <input type="checkbox"/> Failure of all communal lighting <input type="checkbox"/> Water leak / Flooding <input type="checkbox"/> Blockages at sewers or drains <input checked="" type="checkbox"/> Compromised Roof <i>Blu Heating and Air.</i> <input type="checkbox"/> Other: Abate hazardous vegetation - Riverside County Ordinance 695. </div> </div>

Maintenance/Grounds Tech Approval: *Nick Gonzalez*

Work Completed: 9/17/25



17405 Heacock Street
 Moreno Valley, CA 92551
 Phone: (951) 656-7000
 Mondays – Fridays: 8am – 5:30pm
 After Hours Contact:

MARCH JOINT POWERS AUTHORITY
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of June, 2025 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 17405 Heacock Street, Moreno Valley, County of Riverside, State of California (“Authority”) and BLU Heating & Air, a California Corporation with its principal place of business at 657 Palomar St., Chula Vista, CA 91911 (“Contractor”). Authority and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing heating and air conditioning services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of Authority. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

Authority desires to engage Contractor to render such services for the Crossword Church – Building 2600 Emergency Roof Repair project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from August 1, 2025 to November 30, 2025, unless earlier terminated as provided herein. Contractor 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 Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Authority retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Authority and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, Authority shall respond to Contractor's submittals in a timely manner. Upon request of Authority, Contractor 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 Contractor shall be subject to the approval of Authority.

3.2.4 Authority's Representative. The Authority hereby designates Chief Executive Officer, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Adrian Castellanos, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or 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.

3.2.6 Coordination of Services. Contractor 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.

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors 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. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall 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 provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the Authority's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Authority, Contractor shall be solely responsible for all costs arising therefrom. Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold Authority, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies 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. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the Authority or its representatives for inspection and copy at any time during normal business hours. The Authority shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the Authority to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor 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.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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.

3.2.10.6 Air Quality. Contractor 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 California Air

Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Authority against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the Authority's regulations regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or Authority to penalties, fines, or additional regulatory requirements. Contractor 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the Authority, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Authority, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, Authority will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Contractor or the Authority may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Authority may suspend or terminate this Agreement.

(D) Additional Insured. The Authority, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the Authority, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the Authority, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the Authority, before the Authority's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the Authority, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the Authority, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the Authority, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Authority, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Authority, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Authority, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of

protection afforded to the Authority, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the Authority, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Authority, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Authority. Contractor shall guarantee that, at the option of the Authority, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this Section. If requested by Contractor, the Authority may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the Authority shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Authority.

3.2.11.8 Verification of Coverage. Contractor shall furnish Authority with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Authority. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Authority if requested. All certificates and endorsements must be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the Authority, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or

injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Work Site.

3.2.13.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.13.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the Authority immediately and prior to performing any Services or altering the condition.

3.2.14 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by Authority.

3.2.15 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under

any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Nineteen Thousand Five Hundred Dollars (\$19,500.00). 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. Contractor shall submit to Authority a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. Authority may deduct or withhold, as applicable, from each progress payment an amount necessary to protect Authority from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Agreement; and (4) any other sums which the Authority is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Authority.

3.3.5 Extra Work. At any time during the term of this Agreement, Authority may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Authority's Representative.

3.3.6 Prevailing Wages. Contractor 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 certain "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, Contractor agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Authority. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

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

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

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

3.5 General Provisions.

3.5.1 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:

Contractor:

BLU Heating & Air
657 Palomar St
Chula Vista, CA 91911
Attn: Saul Castellanos

Authority:

March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
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.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense which is caused by the sole or active negligence or willful misconduct of the Authority or the Authority's agents, servants, or independent contractors who are directly responsible to the Authority.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this indemnification section that may be brought or instituted against Authority or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Authority or its officials, employees,

agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Authority for the cost of any settlement paid by Authority or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Authority and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Authority, its officials, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.

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

3.5.5 Authority's Right to Employ Other Contractors. Authority reserves right to employ other contractors in connection with this Project.

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

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Authority include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

3.5.17 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. This Agreement may only be modified by a writing signed by both parties.

3.5.18 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.

3.5.19 Fleet Compliance.

3.5.19.1 To the extent applicable, Contractor, shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). A Fleet Certification Form is attached hereto as Exhibit "D" and incorporated herein by this reference.

3.5.19.2 Throughout Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the Authority.

3.5.19.3 Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the Authority, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

[SIGNATURES ON FOLLOWING PAGE]

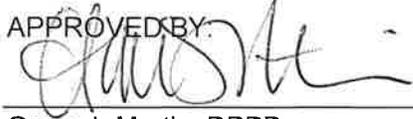
**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE MARCH JOINT POWERS AUTHORITY
AND BLU HEATING & AIR**

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

MARCH JOINT POWERS AUTHORITY

BLU HEATING & AIR

APPROVED BY:



Grace I. Martin, DPPD
Chief Executive Officer

Saul

By: Castellanos

Digitally signed by Saul
Castellanos
Date: 2025.07.08 12:57:36
-07'00'

Its: President

Printed Name: Saul Castellanos

ATTESTED BY:



Cindy Camargo
Authority Clerk

By: _____

Its: _____

Printed Name: _____

APPROVED AS TO FORM:



Best Best & Krieger LLP
General Counsel

1000747

Contractor's License Number

DIR Registration Number

JPC: xx.xx.xx x-x

EXHIBIT A
SCOPE OF SERVICES

March Point Power Authority

14950 Riverside drive March Air Reserve Base 92518



APRIL 18, 2025

657 Palomar St Chula Vista, Ca 91911

619-380-0921

Saul@bluhvac.com

LIC. 1000747

April 18, 2025

Job Name: Church March Air

Job Address: 14950 Riverside DR. March Air Reserve Base, Ca 92518

Blu Heating & Air Inc. Pleased to present the following proposal to provide parts and labor to **March Inland Powers Authority.**

Scope of Work

1. Check all equipment for operation before commencing discharge and removal
2. Pump down (4) Ductless Outdoor Condensers; Disconnect Copper linesets and communication wire, Cover copper to avoid any moisture in the lines, Dispose of existing Wood and Condenser Pad.
3. Disconnect (1) Rooftop Package unit; Gas connections, Thermostat connections and Curb Connections.
4. Disconnect (4) Mushroom Exhaust fans
5. Disconnect (8) Gravity Vents .
6. Once roof is complete reinstall all equipment to its original location
7. Furnish and Install (4) New Condenser Pads and wood sleepers if needed on Condensers
8. Furnish and Installation of (14) Curb adapters for Existing Exhaust Fans
9. Commission Equipment for proper operation (**If Applicable**)
10. Crane included for removal and reinstallation of existing equipment

Total price to perform this work.....\$19,500.00

If there are any questions or concerns regarding any of the information in this proposal, Please feel free to call me Saul Castellanos (President) at (619)746-5010 or Email Saul@bluhvac.com

NOTE: If additional parts are required or unforeseen issues arise the customer will be notified in advance and Blu Heating Air Inc. services will furnish an additional proposal.

Optional extended Labor Warranty through Blu Heating & Air Inc Service is available for purchase.

Exclusions: No warranty on existing Equipment, Permits, Structural Engineering, Roofing or Water Proofing, Existing Copper linesets and existing gas line.

Proposed Equipment

N/A

Thank you for the opportunity to be of service.

This proposal is hereby accepted, and BLU HEATING & AIR is authorized to proceed with the work.

This authorization is subject to credit approval by BLUE HEATING & AIR INC.

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by BLU HEATING & AIR INC, shall be distributed, and installed by others under BLU supervision but at no additional cost to BLU. Purchaser agrees to provide BLU with required field utilities (electricity, toilet, drinking water, project hoist, elevator service, etc.) without charge. BLU agrees to keep the job site clean of debris arising out of its own operations. The purchaser shall not back charge BLU for any costs or expenses without BLU's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by BLU under this agreement, BLU's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substance, to include but not be limited to asbestos or PCB's discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by BLU shall not operate to compel BLU to perform any work relating to Hazards without BLU's express written consent.

2. INVOICING & PAYMENTS. BLU may invoice the Purchaser monthly for all materials delivered to the job site or to an offsite storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for mobilization costs incurred prior to installation. This 10% shall be included in BLU's initial invoice. The purchaser agrees to pay BLU the amount invoiced upon receipt of the invoice. Purchaser acknowledges and agrees that all BLU invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Purchaser shall not make, nor will BLU accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If BLU's invoice is not paid within 30 days of its issuance, it is delinquent.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of BLU, then in the case of permanent unavailability, the time for

performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, BLU shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and cost of a reasonably available substitute therefor.

4. WARRANTY. BLU warrants that the equipment manufactured by it shall be free from defects in the material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by BLU, for a period of ninety (90) days from installation. BLU warrants that for equipment furnished and/ or installed but not manufactured by BLU, BLU will extend the same warranty terms and conditions which BLU receives from the manufacturer of said equipment. For equipment installed by BLU if Purchaser provides written notice to BLU of any such defect within thirty (30) days after the appearance or discovery of such defect, BLU shall, at its option, repair or replace the defective equipment and return said equipment to the purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Blu shall be borne by the Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. Once the system is commissioned, any call back for warranty work will have a minimum 72-hour grace period.

5. LIABILITY. BLU shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state, or local law. The purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by BLU or, alternatively, shall provide BLU with acceptable tax exemption certificates. BLU shall provide the Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. DELAYS. BLU shall not be liable for any delay in the performance of the work resulting from or attributed to acts circumstances beyond BLU's control, including, but not limited to, acts of god, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or the other Contractors or delays caused by suppliers or subcontractors of BLU, etc.

8. COMPLIANCE WITH LAWS. BLU shall comply with all applicable federal, state, and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by Purchaser.

9. DISPUTES. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. ATTORNEYS' FEES. Purchaser agrees that he will pay and reimburse Blu for any and all reasonable attorneys' fees which are incurred by BLU in the collection of amounts due and payable hereunder.

11. INSURANCE. Insurance coverage in excess of BLU's standard limits will be furnished when requested and required. No credit will be given, or premium paid by Blu for insurance afforded by others.

12. INDEMNITY. The parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may rise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

13. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon BLU unless accepted by BLU in writing.

EXHIBIT B
SCHEDULE OF SERVICES

EXHIBIT C

COMPENSATION

SEE SCOPE OF SERVICES

EXHIBIT D

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: BLU Heating & Air, Inc.

Signature: Saul Castellanos
Digitally signed by Saul Castellanos
Date: 2025.07.08 12:57:59 -07'00'

Name: Saul Castellanos

Title: President

Date: 7/8/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Henry Galoustian	
Caleagle Insurance Services		PHONE (A/C, No, Ext): (818) 242-3232	FAX (A/C, No): (818) 242-0614
2951 Honolulu Ave Suite C		E-MAIL ADDRESS: henry@caleagleinsurance.com	
La Crescenta CA 91214		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Berkley Assurance Co	
		INSURER B: United Financial Cas Co	
		INSURER C: Mesa Underwriters Specialty Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED		NAIC #	
Blu Heating and Air			
657 Palomar Street Suite A			
Chula Vista, CA 91911			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		VUMA0333091	11/23/2024	11/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		986929673	03/24/2025	09/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Business Personal Property Business Income W/EE		MP000403610071000	11-07-2024	11-07-2025	Business Personal Pr \$100,000 Business Income W/EE \$120,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as an additional insured.

Job location
 14950 Riverside drive
 March Air Reserve base 92518

CERTIFICATE HOLDER**CANCELLATION**

March Joint Powers Authority 14205 Meridian Parkway, Suite 140 Riverside CA 92518	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed and signed by all parties prior to the date of loss but only to the extent permitted by law. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	As designated in written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): EC Palomar Industrial Center LLC and Pacific Coastal Commercial 10721 Treena Street, Suite 200 San Diego, CA 92131
Additional Premium: \$ 0
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed prior to the date of occurrence but only to the extent permitted by law and the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	As designated in written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or to which you are obligated by virtue of a written contract to waive your right of recovery.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

Policy Holder:
Blu Heating And Air
2010 Palm Ave
National City, CA 91950

The attached endorsements listed below applies to policy number: 986929673

Form 2366 (02/11) Blanket Additional Insured Endorsement
Form 2367 (06/10) Blanket Waiver of Subrogation Endorsement

Endorsement effective: March 24, 2025

Endorsements listed above are effective until policy cancellation date.

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity
	PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: AIU Insurance Company 19399
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED

ADP TotalSource DE IV, Inc.
 5800 Windward Parkway
 Alpharetta, GA 30005
 L/C/F:
 BLU Heating & Air, Inc

2010 PALM AVENUE
 National City, CA 919500000

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	WC 063536311 CA	07/01/2025	07/01/2026	PER STATUTE OTH-ER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for BLU Heating & Air, Inc paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPT's payroll or have completed the SEI Participation Addendum. WAIVER OF SUBROGATION IN FAVOR OF March Joint Powers Authority AS RESPECTS OF JOB PERFORMED BY BLU Heating & Air, Inc AS REQUIRED BY WRITTEN CONTRACT. Crossword Church - Bldg 2600
 Emergency Roof Repair project 2010 Palm Ave

CERTIFICATE HOLDER

March Joint Powers Authority
 ATTN: Sharon Erb
 14205 Meridian Parkway
 140
 Riverside, CA 92518

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Jo Phillips*

ACORD 25 (2016/03)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

WAIVER OF SUBROGATION IN FAVOR OF March Joint Powers Authority AS RESPECTS OF JOB PERFORMED BY BLU Heating & Air, Inc AS REQUIRED BY WRITTEN CONTRACT.

Person or Organization

March Joint Powers Authority

14205 Meridian Parkway
140
Riverside, CA 92518

Job Description

Crossword Church - Bldg 2600 Emergency Roof Repair project 2010 Palm Ave

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2025

Policy No. WC 063536311 CA Endorsement No.

Insured

ADP TotalSource DE IV, Inc.
5800 Windward Parkway

Alpharetta, GA 30005
L/C/F:

BLU Heating & Air, Inc

2010 PALM AVENUE

National City, CA 919500000

Insurance Company AIU Insurance Company

Countersigned by



EMERGENCY SERVICE FORM

Date	6/19/25
Requestor	Sharon Erb / Dick Gonzalez
Address	12950 Riverside Dr (Crossword Church)
Emergency Service	<div style="display: flex; justify-content: space-between;"> <div style="width: 30%; font-style: italic; transform: rotate(-30deg);"> <p>Hazardous material removal.</p> </div> <div style="width: 65%;"> <ul style="list-style-type: none"> <input type="checkbox"/> Gas Leaks or Presence of fumes <input type="checkbox"/> Electrical fittings in contact with water <input type="checkbox"/> Live or bare electric wiring <input type="checkbox"/> Sewage backup and overflow <input type="checkbox"/> Outside doors that need secured <input type="checkbox"/> Burst storage tanks, cylinders or pipes <input type="checkbox"/> Failure of all lights or all power <input type="checkbox"/> Failure of heating / AC systems in severe weather <input type="checkbox"/> Failure of all communal lighting <input type="checkbox"/> Water leak / Flooding <input type="checkbox"/> Blockages at sewers or drains <input checked="" type="checkbox"/> Compromised Roof Brickley Environmental. <input type="checkbox"/> Other: Abate hazardous vegetation - Riverside County Ordinance 695. </div> </div>

Maintenance/Grounds Tech Approval:

Work Completed: 8/12/25



17405 Heacock Street
 Moreno Valley, CA 92551
 Phone: (951) 656-7000
 Mondays – Fridays: 8am – 5:30pm
 After Hours Contact:



Proposal & Contract

June 19 , 2025

ENVIRONMENTAL REMEDIATION
CONTRACTOR

Client:	March Joint Powers Authority	Proposal #:	CI25-064
Attn:	Sharon Erb	Job name:	Church Roof Mastic
Address:	14205 Meridian Parkway Ste.140	Site Address:	14950 Riverside Drive, Riverside, California 92518
City:	Riverside, Ca 92518	Property owner:	
Phone:	(951) 656-7000	Estimator:	Chris Ibarra
Email:	Erb@marchjpa.com	Contract Amount:	\$3,250.00
Cell:			

Remove and dispose of asbestos-containing materials (ACM) in quantities and locations as outlined below: Per Vista Environmental survey

Roof Top

- Remove and dispose of 5 sq ft of roof mastic at penetrations.

Cost \$3,250.00

Total Cost \$3,250.00

This proposal is not based on any prevailing wage rates. If it is discovered after this proposal is initiated that prevailing wage is required, then modifications to the contract or change orders will be executed to cover the additional costs of the determined prevailing wage.

If a Notice of Cancellation endorsement is required additional costs, \$150 minimum, will be incurred by the client.

Contract price is based on payment in full; explicitly, **retention will NOT be withheld** from payment(s).

At the completion of this project and upon payment, Brickley Environmental will provide a Letter of Project Completion. Additional project documentation, i.e. notification letters, waste manifest, certificate of insurance, daily logs etc., will be provided upon request.

When applicable, regulated waste generated from this project will be properly disposed of at an EPA, state or local regulatory agency approved disposal facility, utilizing the appropriate waste disposal manifest.

Owner is to provide water and electric at job site. Brickley Environmental will provide necessary connections.

Work shall be performed in accordance within OSHA, EPA, and State Regulations.

The above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of: Three Thousand Two Hundred Fifty Dollars and No Cents ***** (\$3,250.00)

A. Terms: Due upon receipt

- Contract price is based on payment in full; explicitly, **retention will not be withheld** from payment(s).
- B. This proposal may be withdrawn by Brickley Environmental if not accepted within 30 days.
- C. Contractor will maintain insurance in the amount of \$1,000,000.00 or as required by specifications.
- D. Conditions: the terms and conditions as follow are expressly incorporated into this contract.

By: Chris Ibarra
Chris Ibarra, Project Manager

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

March Joint Powers Authority	Proposal #CI25-064
Client	
	CEO
Authorized signature	Title
	06/19/25
	Date

Additional Terms & Conditions of Contract

Terms: Due upon receipt. Interest at the rate of 1½% per month will be charged on all past due accounts. In the event of failure to pay any of the amounts due on this contract, all collection costs, and/or attorney's fees in the collection of any such amount, will be paid by the client.

Unless otherwise stated in this proposal, Brickley Environmental will provide only the OSHA required personal air monitoring. The owner shall provide, at their cost, all additional testing and all final clearance testing or retesting on this project.

This bid offer is based on removal of certain types and quantities of hazardous and non-hazardous materials as listed in the proposal. If additional or concealed hazardous materials are found and the owner chooses abatement, a change order will be required to allow the additional costs and time to complete the additional work.

Please be advised that the owner of the property and generator of any hazardous materials may be subject to manifest / EPA number fees issued by the Department of Toxic Substances Control (DTSC). All fees issued by DTSC are the responsibility of the owner / generator. Fees are billed directly from DTSC and are not included in the contract amount.

Although Brickley Environmental takes precautions to avoid damage to finished surfaces, some damage may occur. Brickley Environmental shall not be responsible for any such reasonable cosmetic damages nor shall payments to Brickley Environmental be reduced or withheld as a result thereof. I.e. Damages stemming from placement or removal of polyethylene and wood/drywall barriers and fastening materials which are required to hold barricades in place during abatement. All repairs or refinishing will be performed only under separate written agreement or change order between Brickley Environmental and owner.

Brickley Environmental is not responsible for waterproofing, watertight, build-back, and securing the site and surrounding areas after the tear-off/removal of building components unless specifically addressed in this proposal.

The owner, by acceptance of Brickley Environmental bid offer, hereby agrees to absolve Brickley Environmental of any and all responsibility for items or objects which may be reported damaged, destroyed or missing, unless owner can prove by a preponderance of the evidence that an employee or sub-contractor of Brickley Environmental is the responsible party.

Contractors are required by law to be licensed and regulated by the contractors' state license board. Any questions concerning a contractor may be referred to the registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Brickley Environmental:

Making southern California safe and sound, on time and on budget.

When hazardous materials are present, Brickley Environmental creates safe and sound schools, homes, and buildings by designing and executing the best remediation solution from initial entry through accurate chain of custody and paperwork. We do it right the first time, on budget, while supporting your reputation for excellence.

Brickley Job Data Form

Legal Owner of the Property (REQUIRED)

Company/Entity:
Contact Person:
Phone Number:
Address:
State/Tax ID#:
EPA#:
Cell phone:
Email of Properties Legal Owner:

Building Information (REQUIRED)

Age:
Size:
Number of floors:
Number of buildings:

EMERGENCY SERVICE FORM

Date	4/4/25
Requestor	Sharon Erb / Nick Gonzalez
Address	14950 Riverside Dr. (Crossword Church)
Emergency Service	<div style="display: flex; justify-content: space-between;"> <div style="width: 30%; transform: rotate(-45deg); font-style: italic; font-size: 1.2em;"> Removal + reinstallation of all electrical </div> <div style="width: 65%;"> <ul style="list-style-type: none"> <input type="checkbox"/> Gas Leaks or Presence of fumes <input type="checkbox"/> Electrical fittings in contact with water <input type="checkbox"/> Live or bare electric wiring <input type="checkbox"/> Sewage backup and overflow <input type="checkbox"/> Outside doors that need secured <input type="checkbox"/> Burst storage tanks, cylinders or pipes <input type="checkbox"/> Failure of all lights or all power <input type="checkbox"/> Failure of heating / AC systems in severe weather <input type="checkbox"/> Failure of all communal lighting <input type="checkbox"/> Water leak / Flooding <input type="checkbox"/> Blockages at sewers or drains <input checked="" type="checkbox"/> Compromised Roof Moreno General Services <input type="checkbox"/> Other: Abate hazardous vegetation - Riverside County Ordinance 695. </div> </div>

Maintenance/Grounds Tech Approval: *Nick Gonzalez*

Work Completed: 9/4/25



17405 Heacock Street
 Moreno Valley, CA 92551
 Phone: (951) 656-7000
 Mondays – Fridays: 8am – 5:30pm
 After Hours Contact:

PROPOSAL



14340 Elsworth St. Suite 103
 Moreno Valley, CA 92553
 951.656.5515 - Fax: 951.656.4771

Date	Estimate #
8/8/2025	5422
License #879426 Expires: June 30, 2025	

Name / Address
March Joint Powers Authority 14205 Meridian Pkwy, Suite 140, Riverside, CA. 92518
Customer Phone: (951) 656-7000 Customer Fax: (951) 653-5558

Terms
Net 30

Description	Total
<p>We hereby propose to furnish material and labor necessary for the completion of the following:</p> <p>Location: Church at 14950 Riverside Dr, Riverside, CA 92518</p> <p>Scope or work: Electrical</p> <p>1. Project Summary</p> <p>This project involves reinstalling a main electrical feeder and installing multiple EMT conduit runs on the roof for branch circuits. It includes all wiring, mounting, weatherproof connections, and replacement of a corroded 400A breaker.</p> <p>2. Detailed Breakdown by EMT Conduit Run</p> <p>A. Main Feeder Conduit Run</p> <ul style="list-style-type: none"> • Conduit: (1) run of 2-1/2" EMT, approximately 140 feet, mounted on the rooftop. • Wiring inside: <ul style="list-style-type: none"> o (4) conductors of 4/0 THWN copper/aluminum (3 phase + neutral) o (1) conductor of #6 THWN (ground) • Purpose: Feeds sub panel from main panel (~170 ft wire run) • Details: <ul style="list-style-type: none"> o All connections will use weatherproof EMT connectors and couplings o Conduit will be securely mounted to the roof using proper rooftop supports o Wires will be pulled through entire length, terminated at both panels using appropriately rated lugs o Panels will be properly torqued and labeled 	34,496.25

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum _____ All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and cost of litigation relating to said legal action, as determined by a court of competent jurisdiction.

MGS, Inc. Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____ Signature: _____ Date of Acceptance: _____

PROPOSAL



14340 Elsworth St. Suite 103
 Moreno Valley, CA 92553
 951.656.5515 - Fax: 951.656.4771

Date	Estimate #
8/8/2025	5422
License #879426 Expires: June 30, 2025	

Name / Address
March Joint Powers Authority 14205 Meridian Pkwy, Suite 140, Riverside, CA. 92518
Customer Phone: (951) 656-7000 Customer Fax: (951) 653-5558

Terms
Net 30

Description	Total
<p>B. Branch Circuit Conduit Run #2</p> <ul style="list-style-type: none"> • Conduit: (1) run of 1/2" EMT, approximately 140 feet, rooftop mounted • Wiring inside: <ul style="list-style-type: none"> o 18/2 • Purpose: To supply power to a dedicated branch circuit • Details: <ul style="list-style-type: none"> o All terminations will use weatherproof fittings o EMT will be fastened securely with approved rooftop supports o Circuit will be tested for proper voltage and grounding <p>C. Branch Circuit Conduit Run #3</p> <ul style="list-style-type: none"> • Conduit: (1) run of 1/2" EMT, approximately 100 feet, rooftop mounted • Wiring inside: <ul style="list-style-type: none"> o Cat 6 • Purpose: Communications to the gate intercom • Details: Same installation requirements as Run #1 <ul style="list-style-type: none"> o Weatherproof fittings, rooftop support, and code-compliant connect <p>D. Branch Circuit Conduit Run #4</p> <ul style="list-style-type: none"> • Conduit: (1) run of 3/4" EMT, approximately 30 feet, rooftop mounted • Wiring inside: <ul style="list-style-type: none"> o 3 lines of #6 wire • Purpose: To power of mini split ac units sub panel 	

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum _____
 All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and cost of litigation relating to said legal action, as determined by a court of competent jurisdiction.

MGS, Inc. Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____ Signature: _____ Date of Acceptance: _____

PROPOSAL



14340 Elsworth St. Suite 103
 Moreno Valley, CA 92553
 951.656.5515 - Fax: 951.656.4771

Date	Estimate #
8/8/2025	5422
License #879426 Expires: June 30, 2025	

Name / Address
March Joint Powers Authority 14205 Meridian Pkwy, Suite 140, Riverside, CA. 92518
Customer Phone: (951) 656-7000 Customer Fax: (951) 653-5558

Terms
Net 30

Description	Total
<ul style="list-style-type: none"> • Details: Same installation requirements as Run #1 <ul style="list-style-type: none"> o Weatherproof fittings, rooftop support, and code-compliant connect 3. Additional Work: 225A Breaker Replacement <ul style="list-style-type: none"> • Supply and install (1) new 225A main breaker to replace a corroded unit • Confirm compatibility with the existing panel • Remove and dispose of old breaker • Torque connections to spec and test function after installation <p>Note: We will not reconnecting projector and broken AC Unit per church directors request. Note: Boom Forklift is required to put lift wire spool on to roof Labor \$15,900.00 Material \$17,100.00 Tax:\$1,496.25</p>	
	\$34,496.25

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum \$34,496.25
 All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and cost of litigation relating to said legal action, as determined by a court of competent jurisdiction.

MGS, Inc. Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____ Signature: _____ Date of Acceptance: _____

PROPOSAL



14340 Elsworth St. Suite 103
 Moreno Valley, CA 92553
 951.656.5515 - Fax: 951.656.4771

Date	Estimate #
8/1/2025	5417
License #879426 Expires: June 30, 2025	

Name / Address
March Joint Powers Authority 14205 Meridian Pkwy, Suite 140, Riverside, CA. 92518
Customer Phone: (951) 656-7000 Customer Fax: (951) 653-5558

Terms
Net 30

Description	Total
<p>We hereby propose to furnish material and labor necessary for the completion of the following:</p> <p>Location: Church at 14950 Riverside Dr, Riverside, CA 92518</p> <p>Scope of work: Trash out on roof</p> <p>Remove mounds of palm fronds, torn plastic, trash, Styrofoam, nails, 2x4's, mounting brackets, and etc.. Take all trash to the dump and dispose of the job debris. A large dump trailer is needed.</p> <p style="text-align: center;"><i>[Signature]</i> 8/6/25</p>	1,800.00

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum **\$1,800.00**
 All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and cost of litigation relating to said legal action, as determined by a court of competent jurisdiction.

MGS, Inc. Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____ Signature: _____ Date of Acceptance: _____

MARCH JOINT POWERS AUTHORITY
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of June, 2025 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 17405 Heacock Street, Moreno Valley, County of Riverside, State of California ("Authority") and Moreno General Services, a California Corporation with its principal place of business at 14340 Elsworth Street, Suite 103, Moreno Valley, CA 9253 ("Contractor"). Authority and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing electrical and general construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of Authority. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

Authority desires to engage Contractor to render such services for the Crossword Church – Building 2600 Emergency Roof Repair project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from August 1, 2025 to August 31, 2025, unless earlier terminated as provided herein. Contractor 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 Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Authority retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Authority and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Authority.

3.2.3 Authority's Representative. The Authority hereby designates Chief Executive Officer, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.2.4 Contractor's Representative. Contractor hereby designates Matt Ruza, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or 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.

3.2.5 Coordination of Services. Contractor 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.

3.2.6 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors 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. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the Authority's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Authority, Contractor shall be solely responsible for all costs arising therefrom. Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold Authority, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies 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. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of

work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the Authority or its representatives for inspection and copy at any time during normal business hours. The Authority shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the Authority to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor 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.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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.

3.2.9.6 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Authority against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.9.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the Authority's regulations regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or Authority to penalties, fines, or additional regulatory requirements. Contractor 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the Authority, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Authority, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, Authority will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subcontractor has secured all insurance required under this Section.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*:

Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Contractor or the Authority may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Authority may suspend or terminate this Agreement.

(D) Additional Insured. The Authority, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the Authority to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the Authority, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the Authority, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the Authority,

before the Authority's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the Authority, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the Authority, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the Authority, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Authority, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Authority, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Authority, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.10.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Authority, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the Authority, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Authority, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Authority. Contractor shall

guarantee that, at the option of the Authority, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this Section. If requested by Contractor, the Authority may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the Authority shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Authority.

3.2.10.8 Verification of Coverage. Contractor shall furnish Authority with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Authority. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Authority if requested. All certificates and endorsements must be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the Authority, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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.

3.2.13 Work Site.

3.2.13.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.13.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the Authority immediately and prior to performing any Services or altering the condition.

3.2.14 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by Authority.

3.2.15 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole

expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor 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 Six Thousand Eight Hundred Dollars (\$6,800.00). 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. Contractor shall submit to Authority a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. Authority may deduct or withhold, as applicable, from each progress payment an amount necessary to protect Authority from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Agreement; and (4) any other sums which the Authority is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Authority.

3.3.5 Extra Work. At any time during the term of this Agreement, Authority may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Authority's Representative.

3.3.6 Prevailing Wages. Contractor 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 certain "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, Contractor agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Authority, its

officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Authority. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

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

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

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

3.5 General Provisions.

3.5.1 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:

Contractor:

Moreno General Services, Inc.
14340 Elsworth Street, Suite 103
Moreno Valley, CA 92553
Attn: Matt Ruza

Authority:

March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
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.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense which is caused by the sole or active negligence or willful misconduct of the Authority or the Authority's agents, servants, or independent contractors who are directly responsible to the Authority.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this indemnification section that may be brought or instituted against Authority or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Authority or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Authority for the cost of any settlement paid by Authority or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Authority's attorney's fees and costs, including expert

witness fees. Contractor shall reimburse Authority and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Authority, its officials, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.

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

3.5.5 Authority's Right to Employ Other Contractors. Authority reserves right to employ other contractors in connection with this Project.

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

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Authority include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

3.5.17 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. This Agreement may only be modified by a writing signed by both parties.

3.5.18 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.

3.5.19 Fleet Compliance.

3.5.19.1 To the extent applicable, Contractor, shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title

13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). A Fleet Certification Form is attached hereto as Exhibit "B" and incorporated herein by this reference.

3.5.19.2 Throughout Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the Authority.

3.5.19.3 Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the Authority, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

[SIGNATURES ON FOLLOWING PAGE]

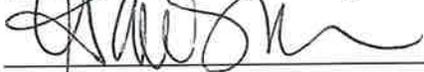
**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE MARCH JOINT POWERS AUTHORITY
AND MORENO GENERAL SERVICES, INC.**

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

MARCH JOINT POWERS AUTHORITY

MORENO GENERAL SERVICES, INC.

APPROVED BY:



Grace I. Martin, DPPD
Chief Executive Officer

By: _____

Its: _____

Printed Name: _____

ATTESTED BY:



Cindy Camargo
Authority Clerk

By: _____

Its: _____

Printed Name: _____

APPROVED AS TO FORM:



Best Best & Krieger LLP
General Counsel

Contractor's License Number

DIR Registration Number

JPC: xx.xx.xx x-x

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE MARCH JOINT POWERS AUTHORITY
AND MORENO GENERAL SERVICES, INC.**

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

MARCH JOINT POWERS AUTHORITY

MORENO GENERAL SERVICES, INC.

APPROVED BY:

By: 

Grace I. Martin, DPPD
Chief Executive Officer

Its: CEO

Printed Name: Richard T. Moreno

ATTESTED BY:

By: 

Cindy Camargo
Authority Clerk

Its: VP

Printed Name: Matthew P. Moreno

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

879426
Contractor's License Number

1000037975
DIR Registration Number

JPC: xx.xx.xx x-x

EXHIBIT A
SCOPE OF SERVICES

PROPOSAL



14340 Elsworth St. Suite 103
 Moreno Valley, CA 92553
 951.656.5515 - Fax: 951.656.4771

Date	Estimate #
4/4/2025	5173
License #879426 Expires: June 30, 2025	

Name / Address
March Joint Powers Authority 14205 Meridian Pkwy, Suite 140, Riverside, CA. 92518
Customer Phone: (951) 656-7000 Customer Fax: (951) 653-5558

Terms
Net 30

Description	Total
<p>We hereby propose to furnish material and labor necessary for the completion of the following:</p> <p>Location: Church at 14950 Riverside Dr, Riverside, CA 92518</p> <p>Scope or work: Electrical</p> <ol style="list-style-type: none"> 1. Remove all electrical EMT, camera pipes and wire from the top of the roof. 2. Pull all main circuits out of main panel and out of electrical gear from the roof down. 3. Cap all open pipes going into the roof. 3. Remove wires holding rope lights in the courtyard that are anchored on to the roof and put them onto the side of the building with new anchors. 4. After roof is completed. We will put new circuits back and eliminate pipes that are not used. (Bid will follow). 	6,800.00
	\$6,800.00

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum **\$6,800.00**. All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and cost of litigation relating to said legal action, as determined by a court of competent jurisdiction.

MGS, Inc. Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____ Signature: _____ Date of Acceptance: _____

EXHIBIT B

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Moreno General Services, Inc.

Signature: 

Name: Richard T. Moreno

Title: CEO

Date: 7/31/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on residential property.	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(THIRD-PARTY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:
All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule
Subject to an Overall Policy Aggregate Limit: \$5,000,000

(Information required to complete this Schedule, if not shown above, will be shown in Declarations.)

- A. Paragraphs 2. and 3. of **SECTION III – LIMITS OF INSURANCE** are replaced by the following:
 - 2. The Overall Policy Aggregate Limit is the most we will pay for the sum of
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
 - 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" to each of your projects away from premises owned by or rented to you.
- B. The following is added to **SECTION III – LIMITS OF INSURANCE**:
 - 8. Subject to Paragraph 2. and 3. above, the General Aggregate Limit is the most we will pay under for the sum Coverage A, Coverage B, or Coverage C to each of your projects away from premises owned by or rented to you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
All persons or organizations where required by written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: February 4, 2026

Action: **AWARD A FINAL CONTRACT TO WEST SWPPP SERVICES FOR WEED ABATEMENT SERVICES AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE CONTRACT**

Motion: Move to award a final contract to West SWPPP Services for weed abatement services and authorize the Chief Executive Officer to execute the contract.

Background:

On October 15, 2025, the March Joint Powers Commission authorized Amendment No. 1 to Professional Services Agreement with Mariposa Landscapes, Inc for weed abatement services within the JPA Planning Area. Mariposa Landscapes, Inc.’s contract allowed for an automatic renewal, not to exceed three consecutive years. While a new one-year extension was authorized by the Commission, Mariposa wished to increase their contract amount and exited their contract.

Given ongoing weed abatement needs within the JPA, a new RFP for services was released on December 15, 2025. The contract will be for three weed abatement events between February and October of 2026. March JPA staff received six bids in response to the RFP. Of the six (6) bids received, West SWPPP Services was deemed to be the lowest, most responsive and responsible bidder. The bids received are as follows:

Contractor	Bid Amount	Notes
Greenfield Landscaping & Maintenance, Inc.	\$62,866.00	
West SWPPP Services	\$64,860.00	Lowest Responsive Bidder
Mariposa Landscapes, Inc.	\$90,072.00	
Pest Options, Inc.	\$124,926.00	
DeGuire Weed Abatement, Inc.	\$150,090.00	
Sustainable Mitigation	\$2,448,387.00	

West SWPPP Services submitted complete and correct bid documents and is recommended to receive the contract. Staff recommends approval of the award to West SWPPP Services for the amount of Sixty-Four Thousand Eight Hundred Sixty Dollars and No Cents (\$64,860.00), plus a 25% contingency in the amount of \$16,215.00, and authorize the Chief Executive Officer to execute the contract.

Attachment(s): West SWPPP Services Proposal



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST SWPPP SERVICES
WEED ABATEMENT PROPOSAL

FOR

MARCH JOINT POWERS AUTHORITY

WEED ABATEMENT RFP

JANUARY 20, 2026



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST S.W.P.P. SERVICES

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EXECUTIVE SUMMARY

COMPANY AND PROPOSER INFORMATION

Proposer Identified and Contact Information

Sole Proprietor (FBN Certificate)

PRINCIPAL TEAM

Contact Information and Responsibilities

EXPERIENCE/REFERENCES

References - Contact Information and Scope of Work (City Contracts, etc)

PERSONNEL/CREWS

Resume, RCRA Certifications

TECHNICAL APPROACH/TIMELINE

Safety Meetings

FISCAL STABILITY

Financial Statement Certified by Accountant

Owner is Sole Proprietor (Credit Report)



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST S.W.P.P. SERVICES

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FEE PROPOSAL

Pages C-21 & C-22 from RFP

Exhibit C from RFP

EVIDIENCE OF INSURANCE

Insurance Certificate

FLEET COMPLIANCE

Exhibit D from RFP

CERTIFICATION OF PROPOSAL

Signed by Owner

D.I.R. Information

Tire Recycling Contractor Certificate

RCRA Hazardous Waste Handler Certificate

Equipment List



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST S.W.P.P.P. SERVICES

EXECUTIVE SUMMARY

MARCH JOINT POWERS AUTHORITY FOR WEED ABATEMENT SERVICES



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

PWCR 200007613

USDOT 4123811

James D Huss jr / Owner and Operator of West SWPPP Services & Weed Abatement

West SWPPP Services and Abatement has been in business since 2008, with over 900 jobs completed each year we continue to grow, our company has cleared up to 50 acres with 2000 homeless people removing 800,000 tons of various trash, including; scrap cars, motorhomes and hazardous waste to the small jobs that only require a dump trailer. We have had contracts with Department of Forestry, Cal Fire, City of Redlands, City of Loma Linda, City of Banning, City of Hemet, City of Rialto, Rialto Fire Department (Cal-Fire) and a variety of private customers in surrounding cities, referred by the cities mentioned. We also do business with Home Builders and Development Companies. We are considered one of the largest companies in the Inland Empire that deals in weed abatement and homeless trash removal. We commit to a 72 hour response time.

1. Weed abatement services that include; lot clearing and mowing or disking with either a 10 ft mower or 15 ft mowers.
 2. Variety of sizes of disking services 35 ft, 18ft, 12ft 10ft, 6ft disk the variety of disk offer a option of lot size to do the job the right way
 3. Men on the ground trimming out and grubbing out weeds, to make the lot look nice from curb to curb or curb to field total weed abatement
 4. We offer Homeless Camp removal, we utilize the use of our tractor with grappler to pick up homeless trash and men to pick up the small trash that slips between the grappler. Hazardous waste to be assessed depending on the material. Removal of Hazardous Waste is safely contained and disposed of according to OSHA and HAZMAT standards. **All of our employees are RCRA Hazardous Waste Certified.**
 5. In the erosion control area we provide straw waddles and sand bags and silt fencing along with Jute netting, for the wind, rain and sand drift environment.
 6. Variety of tractors and disks available, depending on the scope of the work needed.
- ** (Attached pictures of Fleet of Tractors, disks, etc.)**
7. We are also a certified Tire Recycling Contractor with the County of Riverside: (TPI No. 195-1383-01)



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

COMPANY INFORMATION

AND

PROPOSER CONTACT



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

COMPANY AND PROPOSER INFORMATION

West SWPPP Services is a Sole Proprietorship.

My role at West SWPPP Services is to facilitate contracts and I will be the contact person for this Proposal.

Christine M. Huss, Business Manager

Chuss.westswpppservices@gmail.com

Phone: 909-602-2939

Mon – Fri 8 am – 5 pm



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Mail To: P.O. Box 751, Riverside, CA 92502-0751 – (951) 486-7000

OFFICE OF THE COUNTY CLERK

<p>FICTITIOUS BUSINESS NAME STATEMENT</p> <p>SEE REVERSE SIDE FOR FEES AND INSTRUCTIONS</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p align="center">CLERK'S USE ONLY</p> <p>\$ _____ # <u>21-31523</u></p> <p align="center">Fee Receipt</p> <p>Comments: _____</p> </div> <p>- USE BLACK INK ONLY - MUST BE TYPED OR PRINTED INITIAL CROSS OUTS NO WHITE OUT ALLOWED</p> <p>THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:</p>	<p align="center">COUNTY CLERK'S FILING STAMP</p> <p>FILED</p> <p>County of Riverside Peter Aldana Assessor-County Clerk-Recorder R-202100884 01/22/2021 12:25 PM Fee: \$66.00 Page 1 of 1</p>
<p>1a. Fictitious Business Name (If more than one business name at same address - Attach Supplemental Sheet)</p> <p>WEST SWPPP SERVICES</p>	
<p>1b. LIST COMPLETE Physical Business Address (No P.O. Boxes or Postal Facilities)</p> <p>22448 SAN JOAQUIN DR W, CANYON LAKE, CA 92587</p> <p>Mailing Address (If different than business address - optional)</p>	<p>1c. Name of County (where business is located)</p> <p>RIVERSIDE</p>
<p>2a. Registrant Information (Individual, Corp., LLC, Gen. Partner, etc.)</p> <p>JAMES DALE HUSS JR</p> <p>If individual-spell out first, middle and last names (use dash if no middle name)</p> <p>22448 SAN JOAQUIN DR W</p> <p>Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)</p> <p>CANYON LAKE CA 92587</p> <p>City State Zip</p> <p>List State of Corp./LLC. Must be registered in California _____</p>	<p>2b. Registrant Information (Individual, Corp., LLC, Gen. Partner, etc.)</p> <p>If individual-spell out first, middle and last names (use dash if no middle name)</p> <p>Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)</p> <p>City State Zip</p> <p>List State of Corp./LLC. Must be registered in California _____</p>
<p>2c. Registrant Information (Individual, Corp., LLC, Gen. Partner, etc.)</p> <p>If individual-spell out first, middle and last names (use dash if no middle name)</p> <p>Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)</p> <p>City State Zip</p> <p>List State of Corp./LLC. Must be registered in California _____</p>	<p>2d. Registrant Information (Individual, Corp., LLC, Gen. Partner, etc.)</p> <p>If individual-spell out first, middle and last names (use dash if no middle name)</p> <p>Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)</p> <p>City State Zip</p> <p>List State of Corp./LLC. Must be registered in California _____</p>
<p>3. This business is conducted by: (If More Than four Registrants - Attach Additional Sheet Showing Owner Information)</p> <p><input checked="" type="checkbox"/> Individual <input type="checkbox"/> Married Couple <input type="checkbox"/> Trust <input type="checkbox"/> Corporation <input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> A Limited Partnership <input type="checkbox"/> Co-partners <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership</p> <p><input type="checkbox"/> An Unincorporated Association - other than a partnership <input type="checkbox"/> State or Local Registered Domestic Partnership</p>	
<p>4. <input type="checkbox"/> Registrant has not yet begun to transact business under the fictitious name(s) listed above.</p> <p><input checked="" type="checkbox"/> Registrant commenced to transact business under the fictitious business name(s) listed above on <u>01/21/2021</u></p>	
<p>I declare that all the information in this statement is true and correct. (A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)</p>	
<p>5. Signature(s) _____</p> <p>(Only one is required)</p> <p>Typed or Printed Name(s) JAMES DALE HUSS JR</p> <p>If Limited Liability Company/Corporation, Title _____ QC'D BY: _____</p>	
<p align="center">THIS STATEMENT WAS FILED WITH THE COUNTY CLERK OF RIVERSIDE COUNTY ON DATE INDICATED BY FILE STAMP ABOVE</p>	
<p>NOTICE: IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS BUSINESS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THIS STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER FEDERAL, STATE OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONAL CODE).</p>	<p>I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.</p> <p align="center">PETER ALDANA</p> <p align="center">RIVERSIDE COUNTY CLERK</p> <p>By: _____, Deputy</p>

Sole Proprietorship

A sole proprietorship is set up to allow an individual to own and operate a business. A sole proprietor has total control, receives all profits from and is responsible for taxes and liabilities of the business. If a sole proprietorship is formed with a name other than the individual's name (example: John Smiths Fishing Shop), a Fictitious Business Name Statement must be filed with the county where the principal place of business is located.

No formation documents are filed with the California Secretary of State's office. Other state filings may be required depending on the type of business.

[Back to Top](#)

Frequently Asked Questions

Please see our [Frequently Asked Questions](#) webpage for answers to the most frequently asked business entity questions.



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST S.W.P.P.P. SERVICES

PRINCIPAL TEAM

**MARCH JOINT POWERS AUTHORITY
FOR WEED ABATEMENT SERVICES**



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

Principal Contact: James Huss Jr.; Owner Operator (Sole Proprietor)

P.O. Box 7683, Redlands, CA 92375

C- 909-478-4321

Jdhussjr65@gmail.com

EIN : 26-0051242, FBN: R-202100884

Heavy Equipment Operator and Business Development

Business Manager: Christine Huss, Business Manager, Project Coordinator, Accounting

P.O. Box 7683, Redlands, CA 92375

C- 909-602-2939

Chuss.westswpppservices@gmail.com

Responsible for Accounting, Correspondence, Scheduling, Contracts and Compliance

Project Manager: David Sanchez, Foreman

P.O. Box 7683, Redlands, CA 92375

C- 909-205-6815

Westswpppdavid@gmail.com

Oversees all job and coordinates crews, conducts safety meetings and OSHA compliance.



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST S.W.P.P. SERVICES
EXPERIENCE-REFERENCES

MARCH JOINT POWERS AUTHORITY
FOR WEED ABATEMENT SERVICES

City of Riverside Public Utilities

Contract 2023-2025 Completed Contract: \$99,000/YR

Robert Miechowicz, Public Utilities Dir

909-223-8928 email: rmiechowicz@riversideca.gov

Contracted to do weed abatement and mitigation around water well heads sites. Trash Clean-up and Tree trimming when needed.

City of Hemet – Fire Department

2025-2026 Current Contract \$30,000/YR

Lauren Banaga, Fire Department Specialist

909-765-2450 email: LBanaga@hemetca.gov

Contracted to do weed abatement using tractor to mow or disk and handwork with weed eaters.

Highpointe Communities

Case by Case (consistent work last 5 years)

Ross Yamaguchi, Development Coordinator 949-303-6510

Tractor Disking or Mowing, Handwork using weedeater, tree trimming, trash clean-up (homeless encampment removal) on several properties owned by developer throughout Riverside County.

Long-term management of mitigation of habitat conservation easement in Temecula Wine Country on Santa Gertrudis Creek. (5 YEAR CONTRACT)

Diversified Pacific

Case by Case (consistent work last 8 years)

Jason Holt, Development Coordinator

951-956-8760

Tractor Disking or Mowing, Handwork using weedeater, tree trimming, trash clean-up (homeless encampment removal) on several properties owned by developer throughout Riverside County.

Boberg - Construction Engineering

Case by Case since 2021

Mike Oesterbald, Project Coordinator

909-685-5055

Weed Abatement and Soil Mixing using tractor and disk for residential and commercial construction sites.

James McMinn Inc. - Construction Engineering Case by Case since 2022

Robert Landreth, Project Manager

909-815-4930

Weed Abatement and Soil Mixing using tractor and disk for residential and commercial construction sites.



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Phone 909-478-4321

WEST S.W.P.P. SERVICES

PERSONNEL-CREWS

**MARCH JOINT POWERS AUTHORITY
FOR WEED ABATEMENT SERVICES**



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

Company Information:

MORENO VALLEY, HEMET CREW: (Proposed -March Joint Partners)

Yard Address: 244511 Farmland Road, Loma Linda, CA 92354

David Sanchez – Foreman; Safety Officer, Equipment Operator

Ron Porter - Ground Crew

Frank Hernandez – Ground Crew

INLAND VALLEY CREW:

Yard Address: 244511 Farmland Road, Loma Linda, CA 92354

JAMES JUSS JR. – FORMAN EQUIPMENT OPERATOR (OWNER)

Pierce Huss – Ground Crew

George Vasquez - Ground Crew

- **Crew Members Are Moved Around in Some Cases to Fill In where as needed.**



DAVID SANCHEZ

9092056815

westswppdavid@gm

ail.com

Redlands, CA 92374

SUMMARY

As department Supervisor of Operations at West SWPP Services, I excelled in enhancing inter-departmental workflow and communication, leading to a marked improvement in project delivery times. With a strong focus on safety and quality assurance, my leadership ensured the recruitment of skilled individuals and fostered an environment of open communication and efficiency. Skilled in project management and workforce planning, my approach significantly boosted team performance and operational success.

SKILLS

- Recruitment and hiring
- Facilities inspection
- Quality assurance
- Verbal and written communication
- Goal setting
- Project management
- Maintenance oversight
- Task delegation
- Inventory control
- Workforce planning
- Safety procedures

EXPERIENCE

Supervisor of Operations

Loma Linda , CA

West SWPP Services/ Aug 2017 to Current

- Ensured inter-departmental workflow and communication efficiency.
- Conducted regular reviews with team members to assess their performance and provide feedback as needed.
- Hired and trained individuals based on extensive knowledge and experience.
- Procured tools and equipment for each job to ensure timely completion.
- Ensured safety was the top priority under all working conditions.
- Facilitated effective communication and approachability among employees.
- Assessed job sites and determined bid requirements before project initiation.

EDUCATION AND TRAINING

Associate of Arts

San Bernardino Valley College Jun 2016

San Bernardino, CA

Sammy Nunez

24323 Jackson Avenue, Murrieta, CA 92562

Sammy.nunez69@yahoo.com

909-488-6282

EXPERIENCE:

West SWPPP Services

May 2019 - Present

Team Lead

Responsible for organizing and planning site preparation; equipment needs and supplies to facilitate efficient completion of job. Working with our Foreman regarding crew needs and site issues to insure a timely completion. Hazardous waste Handlers Certificate attached.

Tremmel Landscaping, Loma Linda (Company moved) February 2012 – April 2019

Laborer

Basic landscaping; mowing, pruning, plant and soil maintenance.

Del Taco, Loma Linda

March 2010 – February 2012

Customer Service/Cashier

Worked as cashier and drive-thru cashier, gathered orders and processed payment.

Ron Porter

3253 Kansas Avenue, Redlands

909-695-5985

Detailed and diligent worker, skilled in lawn care and handyman.

West SWPPP Services

08/2020 – Present Currently employed

45111 Farmland Rd. Loma Linda, CA

Duties: Using tractor and landscape equipment; fire safety of brush for customer's properties and also city and county vacant lots and properties that need weed abatement. Homeless Encampment Removal/Clean-up (RCRA - Hazardous Waste Handling Certificate)

FOUTAIN ARAY LAND CARE

05/2020 – Present (weekends -seasonal)

45 FOUTAIN RD, FOUTAIN VALLEY ,CA

Duties: Using mower and landscaping tools to maintain lawn landscaping. Use of tractor when needed.

SAFE NET SECURITY

6576 CRAFTON AVE, YUCIPA, CA

08/2020 – 03/2023 part-time evenings

Responsible for supervising customer's vacant lots from vandalism, homeless encampments and illegal dumping. Motion detection camera alert for patrol when needed – On Call in evenings

ADVANCED LAWN CARE

03/2018– 08/2020

267 WILLOW AVE RIALTO, CA 92376

Duties: Lawn care, pruning, weed pulling and weed control; also planting and maintain landscaping.

Pierce j. Huss

29455 California rd
Temecula, CA 92591
909-478-4794
Piercehuss.ph@gmail.com

EXPERIENCE

West SWPPP Services (Family Owned) 05/2020 – Present Currently employed

Duties: Using tractor and landscape equipment; fire safety of brush for cities, and private owners with vacant land in the Inland Empire. Homeless Encampment clean-up (RCRA – Hazardous Waste Handling Certificate)

Big o Tires, Temecula, Ca—service technician

August 2024 - PRESENT

12 point inspection covering all necessary items for replacement and selling work for lead mechanics and service writers ranging from suspension to tire and brake, scanning CFL, wipers, headlights/brake lights, cooling system hoses, fluids and filters. Tire repair, mount and dismount, balance.

Oil changes with rolling lube trays and tech tool kit with fluid inspection as well.

Work on all makes models and all tires from stretched fitment to spoon mount off road tires and runflats

Walmart Auto care Center, Temecula, Ca—lube and tire tech July 2023 - August 2024

Lube service from lower bay allowing immediate easy access to skid plates, and another technician standing at top waiting to pour fluid and doing a 4 point inspection including oil tires air filter and coolant.

battery replacement with OBD safety system plug-in cleaning and replacing terminals connecting to battery if customer requests and battery holding posts.

Tire mount, dismount, balance, and tire repair grinding from inside cleaning of area then placement of patch and adhesive with a final coat of bead sealer after adhesive dries.

CANYON LAKE MARINE PATROL, Canyon Lake, Ca -security guard

January 2021 - July 2023

Patrol the whole area of the lake and report to any calls from lake residents. While on patrol watch for any debris, contaminants of any kind and dead animals clearing and cleaning anything found and reporting all incidents with photos and written detail.

Check all fishermen's licenses and boat tags making sure they are in compliance. As residents bring up new boats for state inspection do standard 12 point inspection to make sure it is in regulation.

EDUCATION SKILLS

- Outgoing
- Great listener
- Good customer service
- Very polite
- Likes to keep very tidy
- Charismatic
- Quick learner
- Active listener
- Enthusiastic
- Always finding ways to be useful
- Good with animals
- Proficient with personal tool kit or shop
- Keen eye for spotting points of mechanical failure

Rancho Vista High School, Temecula, Ca- 2022



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST S.W.P.P. SERVICES

FISCAL STABILITY

MARCH JOINT POWERS AUTHORITY FOR WEED ABATEMENT SERVICES

West S.W.P.P. Services

Profit & Loss

January 1, 2025 to December 2025

Revenue		\$734,093.00
Expenses:		
Advertising	\$ 372.28	
Food & Entertainment	\$ 3,661.70	
Insurances	\$ 35,700.91	
Repairs/Maintenance	\$ 17,526.32	
Vehicle/Equipment Supplies	\$ 8,266.50	
Supplies (Misc)	\$ 87,533.60	
Utilities	\$ 7,920.86	
Office	\$ 31,600.00	
Personnel	\$152,460.00	
TOTAL:	\$345,042.17	
PROFIT		<u>\$389,050.83</u>

This statement was prepared utilizing generally accepted accounting principles. The financial data utilized was derived from information supplied by the client.

Samuel M. Willner



Enrolled Agent of the Internal Revenue Service

Enrollment Number: 00053157-EA



Prepared For

JAMES D. HUSSJR

Personal & confidential

Date generated: Jul 18, 2024

At a glance

FICO® Score 8

653 FICOSM SCORE 8
Equifax data Jul 18, 2024



Account summary

Open accounts	14
Accounts ever late	3
Closed accounts	0
Collections	0
Average account age	5 yrs 11 mos
Oldest account	41 yrs 10 mos

Overall credit usage



Debt summary

Credit card and credit line debt	\$11,926
Loan debt	\$456,215
Collections debt	\$0
Total debt	\$468,141

Personal information

Name	Addresses	Employers
JAMES DALE HUSSJR	22448 SAN JOAQUIN DR W CANYON LAKE, CA 92587	WEST SWPPP SERVICES
Also known as JAMES DALE HUSS	37515 GREEN KNOLLS RD WINCHESTER, CA 92596	JIM HUSS TRUCKING
Year of birth 1965	40500 CALICO RD RANCHO MIRAGE, CA 92270	
	1356 APPLEWOOD DR MENTONE, CA 92359	
	28855 LEXINGTON RD TEMECULA, CA 92591	
	44764 MUMM ST TEMECULA, CA 92592	
	301 S EUREKA ST REDLANDS, CA 92373	
	4320 MILLS CIR ONTARIO, CA 91764	

Personal statements

No statement(s) present at this time

Open accounts

BANK OF AMERICA

\$1,952

Exceptional payment history

Balance updated May 15, 2024

Account info

Account name	BANK OF AMERICA	Balance	\$1,952
Account number	440066XXXXXXXXXX	Balance updated	May 15, 2024
Original creditor	-	Credit limit	\$2,000
Company sold	-	Credit usage	97%
Account type	Revolving	Monthly payment	\$65
Date opened	Sep 07, 2022	Past due amount	-
Open/closed	Open	Highest balance	\$2,058
Status	Pays account as agreed	Terms	-
Status updated	May 2024	Responsibility	Individual Account
		Your statement	-

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	✓	✓	✓	✓	-	-	-	-	-	-	-	-
2023	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	✓
2022	-	-	-	-	-	-	-	-	✓	✓	✓	✓
2021	-	-	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-	-	-

- On Time

- Data Unavailable

Contact info

Address **4060 OGLETOWN/STANTON
RD DE5-019-03-07 NEWARK,
DE 19713**

Phone number **(800) 421-2110**

Comments

CREDIT ONE BANK

\$708

Exceptional payment history

Balance updated Jul 01, 2024

Account info

Account name	CREDIT ONE BANK	Balance	\$708
Account number	444796XXXXXXXXXX	Balance updated	Jul 01, 2024
Original creditor	-	Credit limit	\$1,200
Company sold	-	Credit usage	59%
Account type	Revolving	Monthly payment	\$36
Date opened	Jul 18, 2023	Past due amount	-
Open/closed	Open	Highest balance	\$1,199
Status	Pays account as agreed	Terms	-
Status updated	Jul 2024	Responsibility	Individual Account
		Your statement	-

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	✓	✓	✓	✓	✓	✓	-	-	-	-	-	-
2023	-	-	-	-	-	-	✓	✓	✓	✓	✓	✓
2022	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-	-	-

On Time

Date Unavailable

Contact info

Address **6801 S. CIMARRON ROAD
LAS VEGAS,
NV 89113**

Phone number **(877) 825-3242**

Comments

-

CREDIT ONE BANK

Balance updated Aug 19, 2022

Exceptional payment history

Account info

Account name	CREDIT ONE BANK	Balance	-
Account number	444796XXXXXXXXXX	Balance updated	Aug 19, 2022
Original creditor	-	Credit limit	\$300
Company sold	-	Credit usage	-
Account type	Revolving	Monthly payment	\$30
Date opened	Jul 06, 2022	Past due amount	-
Open/closed	Open	Highest balance	\$266
Status	Pays account as agreed	Terms	-
Status updated	Aug 2022	Responsibility	Individual Account
		Your statement	-

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2022	-	-	-	-	-	-	✓	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-	-	-	-	-
2018	-	-	-	-	-	-	-	-	-	-	-	-

On Time

Data Unavailable

Contact info

Address 6801 S. CIMARRON ROAD
LAS VEGAS,
NV 89113

Phone number (877) 825-3242

Comments

-

DISCOVER BANK

\$4,755

Exceptional payment history

Balance updated Jul 07, 2024

Account info

Account name	DISCOVER BANK	Balance	\$4,755
Account number	601101XXXXXX	Balance updated	Jul 07, 2024
Original creditor	-	Credit limit	\$5,000
Company sold	-	Credit usage	95%
Account type	Revolving	Monthly payment	\$96
Date opened	Jul 24, 2023	Past due amount	-
Open/closed	Open	Highest balance	\$4,905
Status	Pays account as agreed	Terms	-
Status updated	Jul 2024	Responsibility	Individual Account
		Your statement	-

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	✓	✓	✓	✓	✓	✓	-	-	-	-	-	-
2023	-	-	-	-	-	-	✓	✓	✓	✓	✓	✓
2022	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-	-	-

- On Time

- Data Unavailable

Contact info

Address **PO BOX15316
ATT:CMS/PROD DEVELOP
WILMINGTON,
DE 19850-5316**

Phone number **(800) 347-2683**

Comments

FLAGSTAR BANK, N.A.

\$365,762

Exceptional payment history

Balance updated Jul 08, 2024

Account info

Account name	FLAGSTAR BANK, N.A.	Balance	\$365,762
Account number	646044XXXXXX	Balance updated	Jul 08, 2024
Original creditor	-	Original balance	\$369,189
Company sold	-	Paid off	1%
Account type	Mortgage	Monthly payment	\$3,082
Date opened	Jul 17, 2023	Past due amount	-
Open/closed	Open	Terms	30 Years
Status	Pays account as agreed	Responsibility	Individual Account
Status updated	Jul 2024	Your statement	-

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	✓	✓	✓	✓	✓	✓	-	-	-	-	-	-
2023	-	-	-	-	-	-	✓	✓	✓	✓	✓	✓
2022	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-	-	-

- On Time

- Data Unavailable

Contact info

Address 5151 CORPORATE DRIVE
TROY,
MI 48098

Phone number (800) 968-7700

Comments

FIXED RATE

GLOBAL LENDING SERVI

\$11,816

Exceptional payment history

Balance updated Jun 30, 2024

Account info

Account name	GLOBAL LENDING SERVI	Balance	\$11,816
Account number	200026XXXX	Balance updated	Jun 30, 2024
Original creditor	-	Original balance	\$20,584
Company sold	-	Paid off	43%
Account type	Installment	Monthly payment	\$454
Date opened	Dec 31, 2020	Past due amount	-
Open/closed	Open	Terms	72 Months
Status	Pays account as agreed	Responsibility	Joint Account
Status updated	Jun 2024	Your statement	-

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	✓	✓	✓	✓	✓	-	-	-	-	-	-	-
2023	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2022	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2021	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2020	-	-	-	-	-	-	-	-	-	-	-	✓

- On Time

- Data Unavailable

Contact info

Address **1200 BROOKFIELD BLVD
SUITE 300 GREENVILLE,
SC 29607**

Phone number **(877) 298-1345**

Comments

FIXED RATE

GOLDEN 1 CREDIT UNIO

\$53,817

1 late payment

Balance updated Jul 01, 2024

Account info

Account name	GOLDEN 1 CREDIT UNIO	Balance	\$53,817
Account number	266668XXX	Balance updated	Jul 01, 2024
Original creditor	-	Original balance	\$66,321
Company sold	-	Paid off	19%
Account type	Installment	Monthly payment	\$1,159
Date opened	Dec 24, 2022	Past due amount	-
Open/closed	Open	Terms	72 Months
Status	Pays account as agreed	Responsibility	Individual Account
Status updated	Jul 2024	Your statement	-

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	✓	✓	30	✓	✓	✓	-	-	-	-	-	-
2023	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2022	-	-	-	-	-	-	-	-	-	-	-	✓
2021	-	-	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-	-	-

- On Time 30 30 Days Late - Data Unavailable

Contact info

Address **1108 O STREET
SACRAMENTO,
CA 95814-5711**

Phone number **(916) 732-2900**

Comments

FIXED RATE

JPMCB AUTO FINANCE

\$24,001

Exceptional payment history

Balance updated Jul 10, 2024

Account info

Account name	JPMCB AUTO FINANCE	Balance	\$24,001
Account number	122329XXXXXXXX	Balance updated	Jul 10, 2024
Original creditor	-	Original balance	\$31,225
Company sold	-	Paid off	23%
Account type	Installment	Monthly payment	\$692
Date opened	Nov 26, 2022	Past due amount	-
Open/closed	Open	Terms	60 Months
Status	Pays account as agreed	Responsibility	Joint Account
Status updated	Jul 2024	Your statement	-

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	✓	✓	✓	✓	✓	✓	-	-	-	-	-	-
2023	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2022	-	-	-	-	-	-	-	-	-	-	✓	✓
2021	-	-	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-	-	-

- On Term

- Data Unavailable

Contact info

Address 700 KANSAS LANE MAIL
 CODE LA 44025 MONROE,
 LA 71203

Phone number (800) 336-6675

Comments

FIXED RATE

MECHANICS BANK FKA C

\$819

2 late payments

Balance updated Jun 30, 2024

Account info

Account name	MECHANICS BANK FKA C	Balance	\$819
Account number	501001XXXXXXXXXX	Balance updated	Jun 30, 2024
Original creditor	-	Original balance	\$26,205
Company sold	-	Paid off	97%
Account type	Installment	Monthly payment	\$629
Date opened	Jun 14, 2017	Past due amount	\$819
Open/closed	Open	Terms	72 Months
Status	Not more than two payments past due	Responsibility	Joint Account
Status updated	Jun 2024	Your statement	-

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	30	✓	✓	✓	✓	-	-	-	-	-	-	-
2023	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	30
2022	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2021	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2020	-	-	-	-	-	✓	✓	✓	✓	✓	✓	✓

- On Time 30 30 Days Late Data Unavailable

Contact info

Address 1400 NEWPORT CENTER
 DRIVE SUITE 150 NEWPORT
 BEACH,
 CA 92660

Phone number (949) 270-9755

Comments

-

•SHELL/CBNA

Balance updated Oct 18, 2016

Unknown payment history

 Account info

Account name	SHELL/CBNA	Balance	-
Account number	101171XXXX	Balance updated	Oct 18, 2016
Original creditor	-	Credit limit	\$1,400
Company sold	-	Credit usage	-
Account type	Revolving	Monthly payment	\$56
Date opened	Aug 21, 1992	Past due amount	-
Open/closed	Open	Highest balance	\$2,340
Status	Pays account as agreed	Terms	-
Status updated	Oct 2016	Responsibility	Authorized User
		Your statement	-

\$ Payment history

No payment history available to display.

 Contact info

Address PO BOX 6497 CITIBANK
 CREDIT BUREAU DISPUTE
 SIOUX FALLS,
 SD 57117-6497

Phone number By mail only

 Comments

-

SPARROW FINANCIAL, I

\$259

Unknown payment history

Balance updated Jun 27, 2024

 Account info

Account name	SPARROW FINANCIAL, I	Balance	\$259
Account number	614695XXXXXXXXXX	Balance updated	Jun 27, 2024
Original creditor	-	Credit limit	\$500
Company sold	-	Credit usage	51%
Account type	Revolving	Monthly payment	\$35
Date opened	May 26, 2024	Past due amount	-
Open/closed	Open	Highest balance	\$259
Status	Pays account as agreed	Terms	-
Status updated	Jun 2024	Responsibility	Individual Account
		Your statement	-

 Payment history

No payment history available to display.

 Contact info

Address 8985 S EASTERN AVE STE
140 BANK &
TRUST/SPARROW LAS
VEGAS,
NV 89123-4896

Phone number (800) 839-9797

 Comments

VARIABLE RATE

• **SYNCB/MATHIS BROTHER**

\$470

Exceptional payment history

Balance updated Jun 14, 2024

 **Account info**

Account name	SYNCB/MATHIS BROTHER	Balance	\$470
Account number	601919XXXXXXXXXX	Balance updated	Jun 14, 2024
Original creditor	-	Credit limit	\$730
Company sold	-	Credit usage	64%
Account type	Revolving	Monthly payment	\$30
Date opened	Sep 12, 2023	Past due amount	-
Open/closed	Open	Highest balance	\$1,000
Status	Pays account as agreed	Terms	-
Status updated	Jun 2024	Responsibility	Individual Account
		Your statement	-

 **Payment history**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	✓	✓	✓	✓	✓	-	-	-	-	-	-	-
2023	-	-	-	-	-	-	-	-	✓	✓	✓	✓
2022	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-	-	-

On Time

Data Unavailable

 **Contact info**

Address **PO BOX 965036 ORLANDO,
FL 32896**

Phone number **(866) 396-8254**

 **Comments**

THE BANK OF MISSOURI

\$970

Unknown payment history

Balance updated Jul 05, 2024

Account info

Account name	THE BANK OF MISSOURI	Balance	\$970
Account number	516648XXXXXXXXXX	Balance updated	Jul 05, 2024
Original creditor	-	Credit limit	\$1,000
Company sold	-	Credit usage	97%
Account type	Revolving	Monthly payment	\$49
Date opened	Jun 02, 2024	Past due amount	-
Open/closed	Open	Highest balance	\$992
Status	Pays account as agreed	Terms	-
Status updated	Jul 2024	Responsibility	Individual Account
		Your statement	-

Payment history

No payment history available to display.

Contact info

Address 960 S BISHOP AVE ROLLA,
MO 65401

Phone number (866) 449-4514

Comments

WEBBANK/ONEMAIN

\$708

Exceptional payment history

Balance updated Jul 17, 2024

Account info

Account name	WEBBANK/ONEMAIN	Balance	\$708
Account number	549429XXXXXXXXXX	Balance updated	Jul 17, 2024
Original creditor	-	Credit limit	\$750
Company sold	-	Credit usage	94%
Account type	Revolving	Monthly payment	\$32
Date opened	May 27, 2024	Past due amount	-
Open/closed	Open	Highest balance	\$814
Status	Pays account as agreed	Terms	-
Status updated	Jul 2024	Responsibility	Individual Account
		Your statement	-

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	-	-	-	-	✓	✓	-	-	-	-	-	-
2023	-	-	-	-	-	-	-	-	-	-	-	-
2022	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-	-	-

- On Time Data Unavailable

Contact info

Address PO BOX 3316 EVANSVILLE,
IN 47732

Phone number (866) 207-9130

Comments

ROCKET MORTGAGE, LLC
 Exceptional payment history

\$0
 Closed

Account info

Account name	ROCKET MORTGAGE, LLC	Balance	\$0
Account number	867353XXXXXX	Balance updated	Feb 03, 2024
Original creditor	-	Original balance	\$369,189
Company sold	-	Monthly payment	-
Account type	Mortgage	Past due amount	-
Date opened	Jul 17, 2023	Terms	30 Years
Open/closed	Closed	Responsibility	Individual Account
Status	Pays account as agreed	Your statement	-
Status updated	Feb 2024		

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	✓	-	-	-	-	-	✓	✓	✓	✓	✓	✓
2023	-	-	-	-	-	-	-	-	-	-	-	-
2022	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-	-	-	-	-

✓ On Time

- Data Unavailable

Contact info

Address **1050 WOODWARD AVENUE
 DETROIT,
 MI 48226**

Phone number **(800) 505-0944**

Comments

FIXED RATE

Collection accounts

No collection accounts reported.

Public records

No public records reported.

Credit scores

FICO[®] Score 8



Your score is below the average score of U.S. consumers, though many lenders will approve loans with this score.

What's helping

⊙ No serious delinquency

- There is no evidence of a serious delinquency (90 days past due or greater) or derogatory indicator on your credit report.
- Number of your accounts that were ever 90 days late or worse: 0 accounts
- Virtually no FICO High Achievers have a 90 days late payment or worse listed on their credit report.
- The presence of delinquencies or derogatory indicator in a credit report is a powerful predictor of future payment risk. People with no previous late payments are much more likely to pay on time in the future.

⊙ Substantial installment loan repayment

- Your balances on mortgage and/or non-mortgage installment loans are relatively low or substantially paid off.
- Percentage of principal you have paid down on your open non-mortgage installment loans: 37%
- FICO High Achievers have paid down an average of 40% of the principal on their non-mortgage installment loans.
- FICO[®] Scores evaluate amounts paid down and total outstanding installment loan balances in relation to the original loan amounts on those accounts. Having made substantial payments on mortgage and/or non-mortgage installment loans is seen as lower risk. As installment loan balances decrease, they have less impact on a FICO[®] Score. Note, having a low installment loan balance to loan amount ratio is considered slightly less risky than having a 0% installment loan ratio. Consolidating or moving debt from one account to another will usually not help a FICO[®] Score since the same total amount is owed and the score may go down due to opening a new account.

What's hurting

– High credit usage

- You've made heavy use of your available revolving credit.
- Ratio of your revolving balances to your credit limits: 87%
- For FICO High Achievers, the average ratio of the revolving account balances to credit limits is less than 7%.
- The FICO[®] Score evaluates balances in relation to available credit on revolving accounts. The extent of a person's credit usage is one of the most important factors considered by a FICO[®] Score. People who keep their ratio of balances to credit limits lower are generally considered less risky to lenders than those with higher ratios. Note, consolidating or moving debt from one account to another will usually not change the total amount owed.

– Bad payment history



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST S.W.P.P.P. SERVICES
TECHNICAL APPROACH/TIMELINE

MARCH JOINT POWERS AUTHORITY
FOR WEED ABATEMENT SERVICES

TECHNICAL APPROACH AND TIMELINE

Proposed: February 2026 Start - March Joint Powers Authority

Our crews currently complete 3 to 4 lots a day depending on size of lot and scope of work needed: tractor mowing, disking and/or handwork using weed eaters.

Initial view of the property and weed species; noxious weed and specific invasions of property, terrain, size and location of lots prior to commencing on target properties. We also take into consideration any endangered species and contact the local Environmental Studies Department.

We schedule the job according to proximity to other lots on list needing abatement and scope of work necessary. A map of the parcels will be marked and mapped out.

Inclement weather conditions could arise and postpone work scheduled. If this should happen, we will contact the appropriate March JPA Official and advise them of the issue.

When the work has been completed; Accounting will email invoice with before and after pictures to the contact person at March JPA.

WEST S.W.P.P. SERVICES

SAFETY MEETINGS

SAFETY MEETINGS

SAFETY OFFICER: DAVID SANCHEZ

Every Morning Prior to Starting Job there is a Safety Meeting.

This meeting is logged with attendance, topics and resolutions.

I.I.E.P. is addressed: Safety Equipment and Heat Prevention

Discuss Recent Workplace Incidents, Seasonal changes and Safety Concerns with Job Site.

Crew participation with their input; collect any data that needs to be researched or reported.

***Hospital locations are notated in case of Emergency Situations**



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST S.W.P.P. SERVICES

FEE PROPOSAL

**MARCH JOINT POWERS AUTHORITY
FOR WEED ABATEMENT SERVICES**

FEE PROPOSAL BID SCHEDULE

MARCH JPA WEED ABATEMENT PROJECT

BIDDER NAME: WEST SWPPP SERVICES

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	PRICE FOR ONE WEED ABATEMENT EVENT	PRICE FOR THREE WEED ABATEMENT EVENTS
1	NORTHWEST QUADRANT-EXHIBIT A Handwork and mowing weeds 100 feet from the outer boundary of March JPA Upper Plateau as depicted by the yellow line on Exhibit A. -100' Wide Outer Boundary Handwork and Mowing	Acres	66	\$4,290.00	\$12,870.00
2	NORTHWEST QUADRANT-EXHIBIT A This area includes removing weeds & woody brush around seven (7) storm drain outfall structures and the southern boundary of the Conservation Area, depicted in green on Exhibit A. There are three (3) access points to the area.	310 Square Feet	300,000	\$ 455.00	\$1,365.00
3	NORTHEAST CORNER-EXHIBIT B Mowing and Handwork 15 Parcels	Square Feet	8,223,249	\$12,285.00	\$36,855.00
4	MARCH INLAND PORT (AIRPORT) NORTHERN FIELD-EXHIBIT C Mowing and Handwork	Square Feet	2,518,613	\$3,770.00	\$11,310.00
5	HEACOCK CHANNEL AT MARCH INLAND PORT (AIRPORT) - EXHIBIT D Mowing and Handwork	Square Feet	50,400	\$ 245.00	\$735.00
6	OPPORTUNITY WAY FIRE STATION SITE-EXHIBIT E-1 Mowing and Handwork	Square Feet	82,605	\$ 310.00	\$ 930.00
7	CACTUS AVENUE-BURLINGTON TRIANGLE-EXHIBIT E-2 Mowing and Handwork	Square Feet	26,500	\$ 155.00	\$ 465.00

8	CACTUS AVENUE NORTH TRIANGLE-EXHIBIT E-3 Mowing and Handwork	Square Feet	14,500	\$ 110.00	\$ 330.00
BID SCHEDULE TOTALS (BID ITEMS No. 1-8)				\$ 21,620.00	\$ \$64,860.00

TOTAL OF BID ITEMS 1-8 IN WORDS for ONE WEED ABATEMENT EVENT

\$ 21,620.00

TOTAL OF BID ITEMS 1-8 IN WORDS for THREE WEED ABATEMENT EVENTS

\$ 64,860.00

All bidding contractors be advised that the contract for this project will be the Lump Sum above of the three Weed Abatement Events.

Each bidder must bid on each item shown on the Bidder's Proposal. If any bidder shall make any alteration, interlineations, or deviation in any of the printed matter of the proposal or if the signature of the bidder is incomplete, the bid will be considered informal, and it may be rejected.

The unit price bid shall include all sales, use, or other taxes applicable.

The contract award shall be made on the basis of the grand total as described above from among responsive and responsible bidders.

This contract will be awarded based on the lowest responsible BID, plus other factors expressed in this RFP. The estimated quantities for unit price items are for purposes of comparing bids only and the Agency makes no representation that the actual quantities of work performed will not vary from the estimates.

Exhibit C

Compensation

All bidding contractors must provide unit costs for weed mowing, handwork, and trash and debris removal for extra work orders as deemed necessary and approved by March JPA. The unit cost must be guaranteed for a year from the date of the contract award.

Area to Weed Abate	Cost per Unit
Mowing per Acre	\$65/ACRE
Handwork per square foot	\$0.001492 PER SQ FT **
Trash and Debris Removal per Acre	\$125 PER ACRE ***

** The size of the property determines the quantity of men needed. We charge \$45/hr per man

*** Depending on the amount and type of debris determines if a tractor is needed or men



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST S.W.P.P. SERVICES

EVIDENCE OF LIABILITY INSURANCE

**MARCH JOINT POWERS AUTHORITY
FOR WEED ABATEMENT SERVICES**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Countryside Insurance Agency 29970 Technology Drive, Suite 214 MURRIETA, CA 92563	CONTACT NAME: Neil Broker PHONE (A/C, No. Ext): (951)296-9996 E-MAIL ADDRESS: neil@countrysideagent.com FAX (A/C, No): (951)719-1071
	INSURER(S) AFFORDING COVERAGE
INSURED JAMES HUSS DBA WEST SWPPP SERVICES / SAFE NET PO BOX 7683 REDLANDS, CA 92375-0683	INSURER A: Continental Casualty Company 20443
	INSURER B: California Automobile Insurance Company 38342
	INSURER C: Employers Compensation Ins. Co. 11512
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00003704-0** **REVISION NUMBER: 38**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C6981202543	09/03/2024	09/03/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000061914	11/08/2024	11/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EIG6926746-00	03/20/2025	03/20/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is subject to policy limits, conditions and exclusions.

Workers Comp: Owner

CERTIFICATE HOLDER Evidence of coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (NPF)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



BEST CHOICE CONTRACTOR PROGRAM

Blanket Additional Insured - Owners, Lessees or Contractors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number: C6981202543	Endorsement Effective: 09/03/2024	at 12:01 a.m.
Named Insured: James Huss Jr.		

SCHEDULE

Name of Additional Insured Person(s) or Organization(s): (Blanket)	(Specific)
<p>Any person or organization that the Named Insured is obligated by virtue of a written contract or written agreement to make an additional insured on this Coverage Part, provided such contract or agreement:</p> <ul style="list-style-type: none"> • is currently in effect or becomes effective during the policy period; and • Was executed prior to: <ul style="list-style-type: none"> a. the bodily injury, or property damage; or b. the offense that caused the personal and advertising injury; <p>for which the additional insured seeks coverage.</p>	and
<p>Location(s) of Covered Operations:</p> <p>Any location in the "coverage territory" that is subject to the contract or agreement specified above.</p>	and

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 This insurance does not apply to **bodily injury** or **property damage** occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
- C. With respect to the insurance afforded to these additional insureds, this insurance also does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- D. **Primary and Noncontributory Insurance**
 If so required by a written contract or written agreement, this insurance will be primary to, and will not seek contribution from, other insurance under which the additional insured is a named insured. But in all other

Submission No: QCN06239225-3
Page 1 of 2

Policy No: C6981202543
Effective Date: 09/03/2024

Insured Name : James Huss Jr.

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BEST CHOICE CONTRACTOR PROGRAM

Blanket Additional Insured - Owners, Lessees or Contractors

instances, and notwithstanding anything to the contrary in the condition entitled **Other Insurance**, this insurance will be excess of any other insurance available to the additional insured.

- E. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to add the following to the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit**:**

Any additional insured pursuant to this Coverage Part will, as soon as possible:

1. Give us written notice of any claim, or of any **occurrence** or offense that may result in a claim;
2. Send us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim; and
3. Make available any other insurance and tender the defense and indemnity of any claim to any other insurer or self-insurer whose policy or program applies to a loss that we cover under this Coverage Part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

- F. Solely with respect to the insurance granted by this endorsement:**

1. The words "you" and "your" refer to the Named Insured shown in the Declarations.
2. **Your work** means work or operations performed by you or on your behalf, and materials parts or equipment furnished in connection with such work or operations.

G. Blanket Waiver of Subrogation

We waive any right of recovery we may have against an entity that is an additional insured under the terms of this endorsement with respect to payments we make for injury or damage arising out of **your work** done under a written contract or written agreement with that person or organization, provided such contract or agreement:

1. Requires such a waiver of our rights;
2. Is currently in effect or becomes effective during the policy period; and
3. Was executed prior the **bodily injury, property damage or personal and advertising injury** that gave rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Submission No: QCN06239225-3
Page 2 of 2

Policy No: C6981202543

Effective Date: 09/03/2024

Insured Name : James Huss Jr.

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P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

LITIGATION STATEMENT



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

LITIGATION STATEMENT

West SWPPP Services has not been involved in any litigation, mediation, or arbitration over service performance since its founding in 2008.

A handwritten signature in black ink, appearing to read "James D. Huss Jr.", is written over a horizontal line.

James D. Huss Jr., Owner

Date: 01-17-2026



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST S.W.P.P. SERVICES
FLEET COMPLIANCE CERTIFICATION

MARCH JOINT POWERS AUTHORITY
FOR WEED ABATEMENT SERVICES

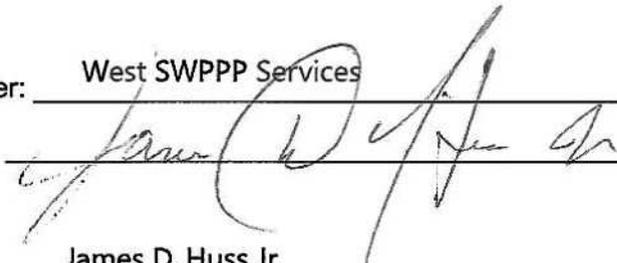
EXHIBIT D

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(l)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: West SWPPP Services

Signature: 

Name: James D. Huss Jr

Title: Owner

Date: January 15, 2025



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

WEST S.W.P.P. SERVICES
CERTIFICATION OF PROPOSAL

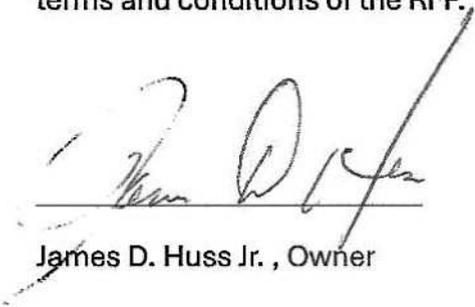
MARCH JOINT POWERS AUTHORITY
FOR WEED ABATEMENT SERVICES



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the Authority in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

A handwritten signature in black ink, appearing to read "James D. Huss Jr.", is written over a horizontal line. The signature is cursive and somewhat stylized.

James D. Huss Jr. , Owner

1-16-26

Date



P.O. Box 7683 • Redlands, CA 92375
Phone 909-478-4321

MISCELLANEOUS CERTIFICATIONS

EQUIPMENT FLEET

WEST S.W.P.P. SERVICES

D.I.R. INFORMATION

Public Works Contractor Registration Submission Confirmation



DIR Helpdesk <dirhelp@service-now.com> Unsubscribe
to dirswesterwpppservices ▼

Dear West SWPPP Services

Thank you for registering. Your Public Works Contractor Registration ID is PWCR Number: 2000007613

01



eCPR Public Search Public Works Support Contractors JH

Projects Services Your information ▾

Welcome, James Huss Huss

West SWPPP Services 2000007613

Bulk Actions

Import Employees

Add New Employee

≡ Employees

🔍 All

WEST S.W.P.P. SERVICES
TIRE RECYCLING CONTRACTOR

State of California
Department of Resources Recycling and Recovery
Tire Program Identification Number
1951383

James Dale Huss dba West Swppp Services
40500 Calico Road
Rancho Mirage, CA 92270

SITE ADDRESS:
24511 Farmland Road
Loma Linda, CA 92354

Do not copy or reproduce
Post this certificate in a conspicuous place
08-026



J. J. KELLER® TRAINING

CERTIFICATE OF COMPLETION

James Huss

has completed the training

RCRA Hazardous Waste Generator Training Curriculum - English

West SWPPP Services

Company Name

6 Cedar Lake Court

Company Address

RANCHO MIRAGE, CA 92270

City, State, Zip

3/2/2025

Date of Completion

Note: It is the responsibility of the trainer and the trainer's company (named as Company, left) to determine and verify a learner's competency. Training completion certificates do not state or imply competency on any given subject, only that the learner has completed the training.



J. J. Keller
& Associates, Inc.®
Since 1953



J. J. Keller®
TRAINING

J. J. KELLER® TRAINING

CERTIFICATE OF COMPLETION

David Sanchez

has completed the training

RCRA Hazardous Waste Generator Training Curriculum - English

West SWPPP Services

Company Name

6 Cedar Lake Court

Company Address

RANCHO MIRAGE, CA 92270

City, State, Zip

3/2/2025

Date of Completion

Note: It is the responsibility of the trainer and the trainer's company (traced as Company, left) to determine and verify a learner's competency. Training completion certificates do not state or imply competency on any given subject, only that the learner has completed the training.



**J. J. Keller
& Associates, Inc.®**

Since 1953



**J. J. Keller®
TRAINING**

J. J. KELLER® TRAINING

CERTIFICATE OF COMPLETION

Sammy Nunez

has completed the training

RCRA Hazardous Waste Generator Training Curriculum - English

West SWPPP Services

3/2/2025

Company Name

Date of Completion

6 Cedar Lake Court

Company Address

RANCHO MIRAGE, CA 92270

City, State, Zip

Note: It is the responsibility of the trainer and the trainer's company (named as Company, left) to determine and verify a learner's competency. Training completion certificates do not state or imply competency on any given subject, only that the learner has completed the training.



**J. J. Keller®
TRAINING**

J. J. KELLER® TRAINING

CERTIFICATE OF COMPLETION

Ron Porter

has completed the training

RCRA Hazardous Waste Generator Training Curriculum - English

West SWPPP Services

Company Name

6 Cedar Lake Court

Company Address

RANCHO MIRAGE, CA 92270

City, State, Zip

3/2/2025

Date of Completion

Note: It is the responsibility of the trainer and the trainer's company (named as Company, left) to determine and verify a learner's competency. Training completion certificates do not state or imply competency on any given subject, only that the learner has completed the training.



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J. J. Keller®
TRAINING

J. J. KELLER® TRAINING

CERTIFICATE OF COMPLETION

Pierce Huss

has completed the training

RCRA Hazardous Waste Generator Training Curriculum - English

West SWPPP Services

Company Name

6 Cedar Lake Court

Company Address

RANCHO MIRAGE, CA 92270

City, State, Zip

3/2/2025

Date of Completion

Note: It is the responsibility of the trainer and the trainer's company (named as Company, left) to determine and verify a learner's competency. Training completion certificates do not state or imply competency on any given subject, only that the learner has completed the training.



J. J. Keller
& Associates, Inc.®
Since 1953



J. J. Keller®
TRAINING

WEST S.W.P.P. SERVICES
EQUIPMENT LIST

WEST SWPPP SERVICES FLEET OF TRACTORS AND EQUIPMENT



JOHN DEERE 4X4 8760 W/ 32FT DISK 26 IN BLADES



JOHN DEERE 4X4 8770 W/ 15 FT DISK 36 IN BLADES



JOHN DEERE 4X4 8960 W/16 FT DISK 32 IN BLADES



JOHN DEERE 2X2 4430 W/ 15 FT DISK 32 IN BLADES



JOHN DEERE 4X4 5220 W/ 3POINT DISK 30 IN BLADES



JOHN DEERE 4X4 5220 W/ 10 FT DISK 26 IN BLADES



JOHN DEERE 2X2 5220 SKIP LOADWE W/ 7 FT MOWER



KABOTA 4X4 W/ 15 FOOT BATWING MOWER

6:56

16%

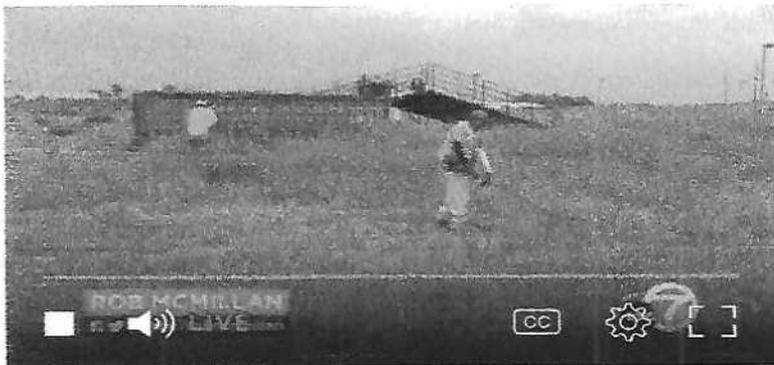
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ABC7 Eyewitness News

abc7 WATCH LOG IN 62°

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\$199.99 ✓prime

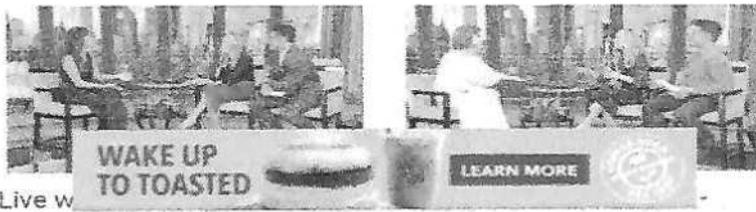
LIVE VIDEO SHARE TWEET EMAIL



ABC7 Eyewitness News

Stream Southern California's News Leader and Original Shows 24/7

FULL EPISODES



WEST SWPPP / RIALTO FIRE DEPARTMENT WEED ABATEMENT CHANNEL 7 NEWS



ROADSIDE TUMBLE WEED CLEARING

West SWPPP Services owns their equipment; trucks and machinery used to accommodate the scope of work needed; tractors, disks, company trucks, dump trucks, water trucks, dump trailers and various trailers used for transport of tractors and disks.

Trucks are equipped with Weed Eaters, supplies to maintain equipment, safety flag, tools, compressors and fire extinguishers. All work trucks carry; first aid kits, IIPP booklet, water and ice. All tractors are equipped with safety equipment, fire extinguishers and first aid kits.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 9 (1)

Meeting Date: February 4, 2026

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 months of November and December 2025 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 2025/26 budget.

Attachment(s):

- 1) Financial Status Reports for November and December 2025
- 2) Third Quarter CY 2025 Statement of Compliance Report

March Inland Port

Balance Sheet General Fund – Fund 500 As of November 30, 2025

ASSETS

Cash In Bank	\$ 841,969.49
Investment Account	5,478,642.71
Accounts Receivable	297,022.61
Accounts Receivable - Leases	76,456,407.78
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(8,993,454.95)
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	291,870.31
Deferred Outflows - OPEB	79,369.00

Total Assets \$ 140,499,237.73

LIABILITIES

Debt to the JPA	2,687,896.35
Accounts Payable	(2,850.06)
Payroll Liabilities	1,104,190.55
Interest Payable	1,776,866.67
Net Pension Liability	656,197.76
OPEB Liability	21,311.00
Compensated Absences	76,483.16
Deferred Inflows - Pension	85,071.47
Deferred Inflows - OPEB	50,594.00
Deferred Inflows - Leases	76,477,240.78

Total Liabilities 82,933,001.68

FUND BALANCE

Net Position, Beginning of Fiscal Year	61,289,916.41
Change in Fund Balance for the month ending November 30, 2025	(3,723,680.36)

Ending Fund Balance, November 30, 2025 57,566,236.05

Total Liabilities and Net Position \$ 140,499,237.73

March Inland Port

Balance Sheet General Fund – Fund 500 As of December 31, 2025

ASSETS

Cash In Bank	\$ 878,878.02
Investment Account	5,478,642.71
Accounts Receivable	315,890.75
Accounts Receivable - Leases	76,456,407.78
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(8,993,454.95)
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	291,870.31
Deferred Outflows - OPEB	79,369.00

Total Assets \$ 140,555,014.40

LIABILITIES

Debt to the JPA	2,687,896.35
Payroll Liabilities	1,169,204.02
Interest Payable	1,776,866.67
Net Pension Liability	656,197.76
OPEB Liability	21,311.00
Compensated Absences	76,483.16
Deferred Inflows - Pension	85,071.47
Deferred Inflows - OPEB	50,594.00
Deferred Inflows - Leases	76,477,240.78

Total Liabilities 83,000,865.21

FUND BALANCE

Net Position, Beginning of Fiscal Year	61,289,916.41
Change in Fund Balance for the month ending December 31, 2025	<u>(3,735,767.22)</u>

Ending Fund Balance, December 31, 2025 57,554,149.19

Total Liabilities and Net Position \$ 140,555,014.40

**March Inland Port Airport Authority
Investment Quarterly Report
Airport Fund
September 30, 2025**

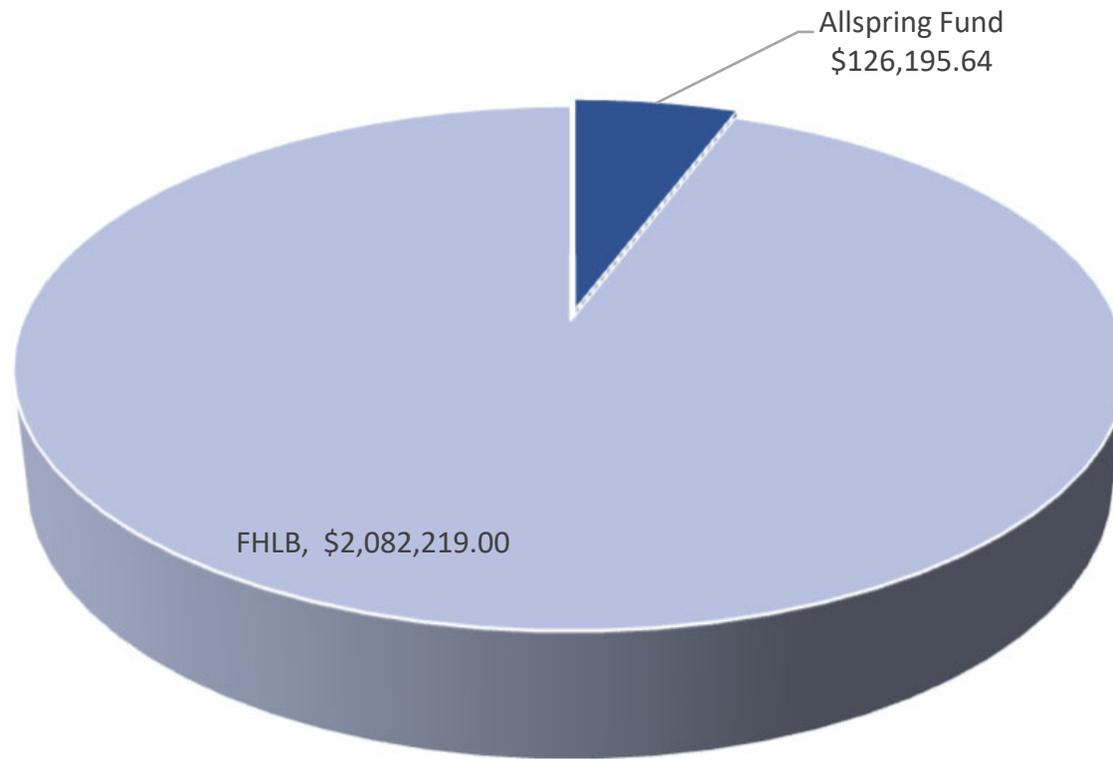
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	Allspring Fund		94975P405	On going	Open	\$ 126,195.64	\$ 126,195.64
Fixed Income							
US Government Agency	FEDERAL HOME LOAN BANK	1.500%	3130AP4Q5	9/30/2021	9/30/2026	\$ 382,380.00	\$ 391,460.00
	FEDERAL HOME LOAN BANK	1.300%	3130APBU8	10/14/2021	10/14/2026	\$ 287,364.00	\$ 292,599.00
	FEDERAL HOME LOAN BANK	3.000%	3130ARD57	3/29/2022	3/29/2027	\$ 195,970.00	\$ 197,944.00
	FEDERAL HOME LOAN BANK	4.430%	3130B4U41	1/29/2025	9/30/2027	\$ 499,600.00	\$ 499,915.00
	FEDERAL HOME LOAN BANK	4.425%	3130B4XF3	2/12/2025	2/12/2027	\$ 399,880.00	\$ 399,788.00
	FEDERAL HOME LOAN BANK	3.875%	3133ER6Q9	3/10/2025	12/10/2027	\$ 298,825.20	\$ 300,513.00
	Total US Government Agency					\$ 2,064,019.20	\$ 2,082,219.00
Total Fixed Income						\$ 2,064,019.20	\$ 2,082,219.00
Total Assets						\$ 2,190,214.84	\$ 2,208,414.64

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
Chief Executive Officer/Treasure

**March Joint Powers Authority
Airport Fund
September 30, 2025**



March Inland Port Airport Authority
Investment Quarterly Report
Airport Fund
December 31, 2025

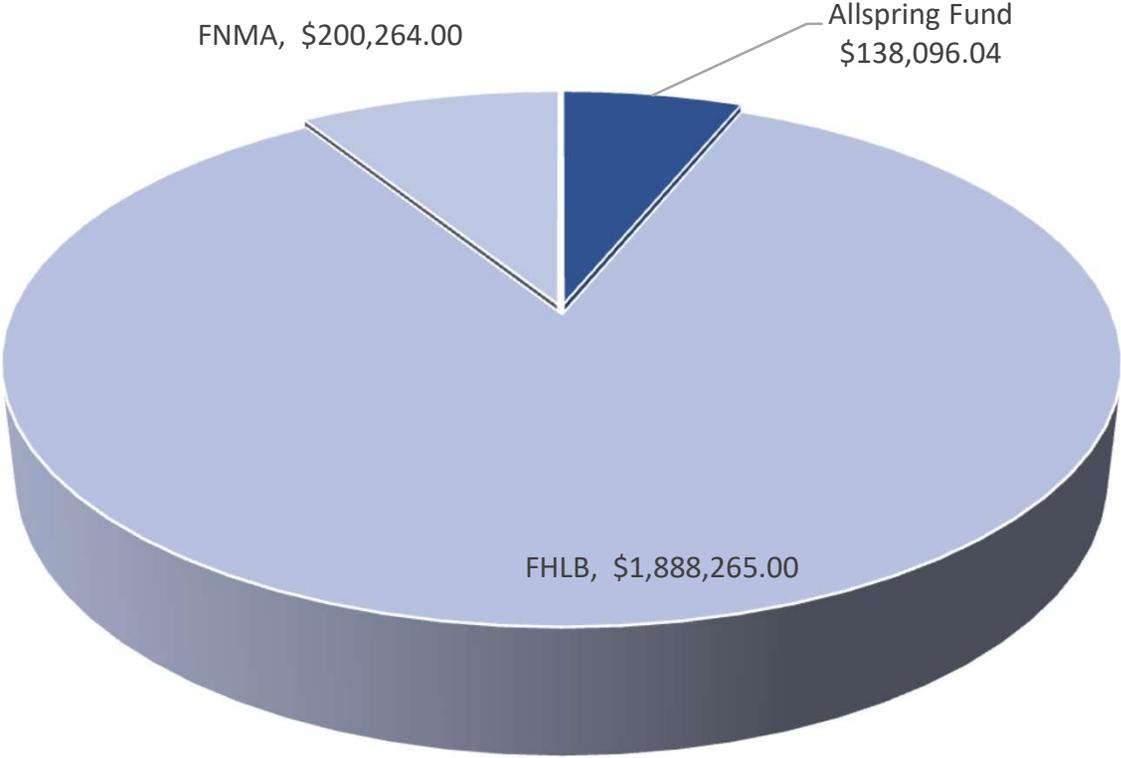
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	Allspring Fund		94975P405	On going	Open	\$ 138,096.04	\$ 138,096.04
Fixed Income							
US Government Agency	FEDERAL HOME LOAN BANK	1.500%	3130AP4Q5	9/30/2021	9/30/2026	\$ 382,380.00	\$ 394,156.00
	FEDERAL HOME LOAN BANK	1.300%	3130APBU8	10/14/2021	10/14/2026	\$ 287,364.00	\$ 294,549.00
	FEDERAL HOME LOAN BANK	3.000%	3130ARD57	3/29/2022	3/29/2027	\$ 195,970.00	\$ 198,640.00
	FEDERAL HOME LOAN BANK	4.430%	3130B4U41	1/29/2025	9/30/2027	\$ 499,600.00	\$ 499,465.00
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/2/2025	10/2/2028	\$ 200,000.00	\$ 200,162.00
	FEDERAL HOME LOAN BANK	3.875%	3133ER6Q9	3/10/2025	12/10/2027	\$ 298,825.20	\$ 301,293.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3.820%	3136GC5D3		11/13/2029	\$ 199,800.00	\$ 200,264.00
	Total US Government Agency					\$ 2,063,939.20	\$ 2,088,529.00
Total Fixed Income						\$ 2,063,939.20	\$ 2,088,529.00
Total Assets						\$ 2,202,035.24	\$ 2,226,625.04

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
Chief Executive Officer/Treasure

**March Joint Powers Authority
Airport Fund
December 31, 2025**



March JPA (Consolidated 6 Accounts) as of September 30, 2025

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 JPA (Consolidated 6 Accounts) as of December 31, 2025

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.

285

 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. 9 (2)

Meeting Date: February 4, 2026

Action: **APPROVE NOVEMBER AND DECEMBER 2025**
DISBURSEMENTS

Motion: Move to approve the check disbursements for the months of November and December 2025 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 months of November and December 2025 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): Listing of checks disbursed in November and December 2025 for the March Inland Port Airport Authority.

Accounts Payable

Checks by Date - Summary by Check Number

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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
951.656.7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	DPETER1	David Peterson Abatement Services,LLC	11/06/2025	4,620.00
ACH	IvanBold	Ivan Bolden & Associates LLC	11/06/2025	3,125.00
ACH	DTS	Daley Technology Systems	11/20/2025	2,436.00
ACH	SONRI	SONRI, INC	11/20/2025	5,125.00
5005666	FRONTIER	Frontier Communications	11/06/2025	693.00
5005667	Million	Million Air, Riverside	11/06/2025	796.27
5005668	StaplesA	Staples Business Credit	11/06/2025	654.71
5005669	AyalaA	Amelia Ayala	11/06/2025	4,225.00
5005670	RobertHa	Robert Half	11/06/2025	909.06
5005671	WASTEM	WM Corporate Services, Inc.	11/06/2025	245.67
5005672	JanPro	Commerical Cleaning Solutions, Inc.	11/06/2025	200.00
5005673	KellySv	Kelly Services, Inc.	11/12/2025	2,614.25
5005674	Automate	Automated Gate Services, Inc.	11/20/2025	382.00
5005675	BankofAm	Bank Of America	11/20/2025	2,424.67
5005676	BESTBE	Best Best & Krieger, LLP	11/20/2025	27,295.48
5005677	FRONTIER	Frontier Communications	11/20/2025	297.32
5005678	GRAINGER	Grainger	11/20/2025	1,041.57
5005679	KellySv	Kelly Services, Inc.	11/20/2025	7,623.72
5005680	Million	Million Air, Riverside	11/20/2025	34.14
5005681	AMCG	Aviation Management Consulting Group	11/20/2025	8,961.00
5005682	CoffmanS	Coffman Specialties	11/20/2025	36,180.26
5005683	SCE4	Southern California Edison	11/20/2025	910.86
5005684	Willdan2	Willdan Financial Services	11/20/2025	23,463.00
5005685	HBS	Hartley Blunt Strategies LLC	11/20/2025	6,400.00
5005686	JADTEC	Jadtec Security Services, Inc.	11/20/2025	95.00
5005687	JMayer	John Mayer	11/20/2025	3,938.80
5005688	LawDoor	Lawrence Doors	11/20/2025	8,593.65
5005689	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	11/20/2025	62,162.80
5005690	SoCANews	Southern California News Group	11/20/2025	1,055.22
5005691	RobertHa	Robert Half	11/20/2025	909.06
5005692	HOMEDE	Home Depot Credit Services	11/20/2025	278.59
5005693	CanonF	Canon Financial Services, Inc.	11/20/2025	1,500.37
Report Total (32 checks):				219,191.47

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
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March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
951.656.7000
www.marchjpa.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	DPETER1	David Peterson Abatement Services,LLC	12/03/2025	4,620.00
ACH	Computer	California Computer Options, Inc.	12/11/2025	398.58
ACH	DTS	Daley Technology Systems	12/11/2025	600.00
ACH	IvanBold	Ivan Bolden & Associates LLC	12/11/2025	3,125.00
ACH	SONRI	SONRI, INC	12/11/2025	2,812.50
5005694	BESTBE	Best Best & Krieger, LLP	12/03/2025	30,691.60
5005695	FRONTIER	Frontier Communications	12/03/2025	1,041.31
5005696	Million	Million Air, Riverside	12/03/2025	701.96
5005697	AyalaA	Amelia Ayala	12/03/2025	4,225.00
5005698	JMayer	John Mayer	12/03/2025	1,126.12
5005699	Mariposa	Mariposa Tree Management Inc,	12/03/2025	14,857.33
5005700	RobertHa	Robert Half	12/03/2025	651.78
5005701	BESTBE	Best Best & Krieger, LLP	12/11/2025	19,819.60
5005702	FRONTIER	Frontier Communications	12/11/2025	693.00
5005703	MGS	M.G.S.	12/11/2025	840.00
5005704	RAPIDFIR	Rapid Fire Safety & Security LLC	12/11/2025	586.89
5005705	SWRCBR	SWRCB	12/11/2025	563.00
5005706	VictWash	Victory Wash and Windows LLC	12/11/2025	869.90
5005707	AMCG	Aviation Management Consulting Group	12/11/2025	23,164.55
5005708	RIVTLMA	TLMA Administration- County Of Riversid	12/11/2025	25,000.00
5005709	Willdan2	Willdan Financial Services	12/11/2025	32,934.25
5005710	BABCOCK	Babcock Laboratories, Inc.	12/11/2025	131.30
5005711	JMayer	John Mayer	12/11/2025	4,446.00
5005712	RobertHa	Robert Half	12/11/2025	1,406.46
5005713	HOMEDE	Home Depot Credit Services	12/11/2025	135.06
5005714	WASTEM	WM Corporate Services, Inc.	12/11/2025	317.51
5005715	JanPro	Commerical Cleaning Solutions, Inc.	12/11/2025	200.00
5005716	FRONTIER	Frontier Communications	12/18/2025	191.14
5005717	StaplesA	Staples Business Credit	12/18/2025	272.61
5005718	AMCG	Aviation Management Consulting Group	12/18/2025	4,517.89
5005719	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	12/18/2025	18,792.80
5005720	RobertHa	Robert Half	12/18/2025	1,963.90
Report Total (32 checks):				201,697.04

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 9 (3)

Meeting Date: February 4, 2026

Action: **APPROVE WEBB AND ASSOCIATES PROPOSAL FOR ENVIRONMENTAL SERVICES FOR THE PROPOSED RIVERSIDE SHERIFF OFFICE AVIATION HANGAR PROJECT.**

Motion: Approve Webb and Associates Proposal for Environmental Services for the Proposed Riverside Sheriff Office Aviation Hangar Project.

Applicant: Riverside County Sheriff Office

Background:

The Riverside County Sheriff Office is considering the development of (1) 20,000 square foot hangar, associated parking lot, and a ground lease (Project). The 2012 General Aviation Terminal Project analyzed (2) 10,000 square foot hangars at the March Inland Port Airport, however additional environmental review is necessary to analyze the construction and implementation of the Project.

Webb and Associates proposes to prepare an Addendum to the 2012 General Aviation Terminal Project Environmental Impact Report (2012 EIR), in compliance with the requirements of the 2025 State of California Environmental Quality Act (CEQA) Guidelines. Webb and Associates will utilize an Initial Study Checklist to document whether new or different impacts have been identified or if the impacts are within the scope of the previous 2012 EIR analysis pursuant to CEQA Guidelines Section 15164. In the event the technical studies for the Addendum trigger considerations in CEQA Section 15162, Webb and Associates would then prepare a Supplement to the 2012 EIR.

The scope of environmental services by Webb have been approved by the Riverside County Sheriff Office.

Funding:

Two options have been considered in the proposal for preparation of the environmental document.

Option 1 Addendum: \$97,100
Option 2 Supplemental EIR: \$144,800

The above-mentioned costs would be billed to MIPAA but reimbursed by the Riverside County Sheriff Office through an executed Reimbursement Agreement.

Recommendation:

Staff recommends approving Webb and Associates proposal dated December 03, 2025, for environmental services for the proposed Riverside Sheriff Aviation Hangar Project.

Attachment(s):

- 1) Webb and Associates Proposal

December 3, 2025

Ms. Lauren Sotelo
Willdan

Delivered via email: *LSotelo@willdan.com*

RE: Proposal for Environmental Services for Riverside Sheriff Office (RSO) Aviation Hangar Project located at on the March Air Reserve Base, East of Heacock Street in the City of Moreno Valley, CA (294-180-054 and 294-180-041)

Dear Lauren,

Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for services related to the development of the RSO Aviation Hangar Project (Project). Enclosed you will find our Project Understanding (Section 1), Scope of Work (Section 2), and Compensation for Services (Section 3) for your review and consideration.

If you find this proposal acceptable, please notify our office so a contract agreement can be prepared. We appreciate this opportunity to be of service to your firm and March Inland Port Airport Authority (MIPAA) and look forward to hearing from you. If you have any questions regarding this proposal, please call us at the number below.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Stephanie Standerfer
Vice President
951-686-1070
Stephanie.standerfer@webbassociates.com

Section 1 Project Understanding

We understand that the MIPAA is considering a project for the RSO to construct one approximately 20,000 square foot (sf) aviation hangar on the March Air Reserve Base (MARB) property located on the MARB. The proposed hangar will house up to 5 helicopters and include a non-contiguous parking lot as depicted on Figure 1.

Based on our correspondence, we understand the direction MIPAA would like to take is to prepare either an Addendum to the 2012 Environmental Impact Report prepared for the General Aviation Terminal Project (2012 EIR) or to prepare a Supplement to the 2012 EIR. The determination of which type of CEQA document to pursue will be based on the results of the technical analyses included in this proposal below. Per your request, we have provided both the scope and budget for an Addendum and a Supplement EIR.

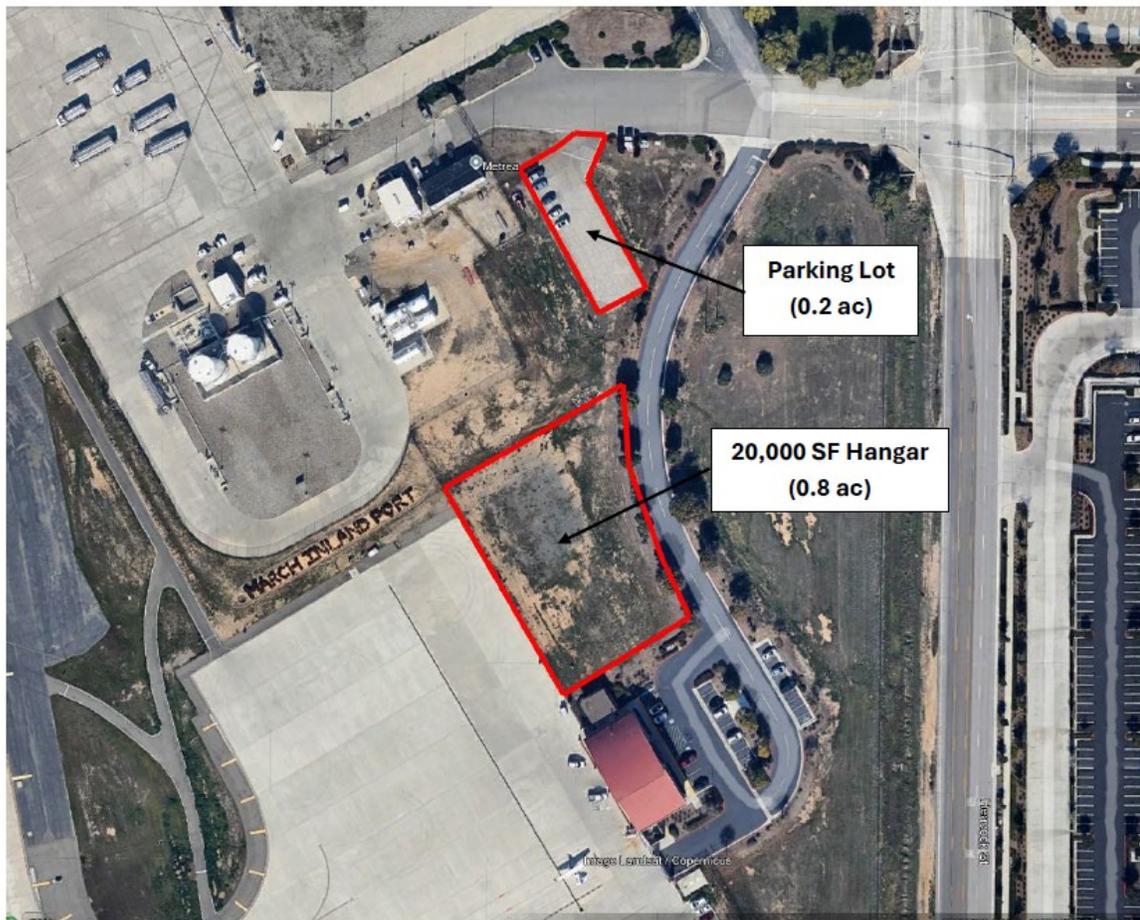


Figure 1

Notes:

Normal coordination of plans prepared by our office between the client, architect, and design team, along with processing the plans through local agencies for permit purposes is included in the scope.

Due to variable issues that are beyond our control (specifically, plan review/approval times by local agencies), specific dates for approval cannot be guaranteed by our office.

Please contact us immediately if our understanding of the project needs is not consistent with your understanding, so that the proposal can be revised accordingly.

Section 2 Scope of Work

Albert A. WEBB Associates (WEBB) will perform the following Scope of Services for the Project. As noted above, MIPAA requested two scopes of work for the Project; either an Addendum to the 2012 EIR or a Supplement to the 2012 EIR. We have provided a scope for both options as well as the technical studies we anticipate are needed. The results of the technical studies will be used to determine the best CEQA document option to proceed with. Prior to the start of either option, MIPAA/Willdan will provide accurate Shapefiles of the Project plans, as well as site access. Delays or technical accuracy issues discovered within the Shapefiles may result in budget augmentation requests.

Environmental Services

Option 1: Addendum to EIR

WEBB will prepare Addendum No. 1 to the 2012 General Aviation Terminal Project Environmental Impact Report (2012 EIR), in compliance with the requirements of the 2025 State of California Environmental Quality Act (CEQA) Guidelines. The Addendum will include substantiation to show the construction and implementation of the proposed RSO 20,000sf aviation hangar (Project) does not trigger the considerations in Section 15162 of CEQA Guidelines. WEBB will utilize an Initial Study Checklist to document whether new or different impacts have been identified or if the impacts are within the scope of the previous 2012 EIR analysis pursuant to CEQA Guidelines Section 15164. The Initial Study Checklist will be the Addendum documentation to be used by MIPAA for its approval.

To complete the Addendum, WEBB will:

- Collect and review relevant information and prepare a project description of the proposed Project including how the hangar was addressed in the previous 2012 EIR.
- Analyze details provided by MIPAA on the construction and operation the hangar. MIPAA will provide sufficient detail to allow WEBB to make a determination as to whether any new potentially significant impacts will result beyond those previously identified in the EIR;
- Utilize information provided in Technical Studies outlined below to determine whether any new potentially significant impacts will result beyond those previously identified in the EIR;
- Identify any applicable mitigation measures from original 2012 EIR as well as any additional or revised mitigation measures necessary to reduce new impacts;
- Document whether impacts from the proposed Project trigger the considerations in Section 15162 of the CEQA Guidelines and provide justification pursuant to Section 15164(e);
- Submit electronic copy of the Draft Addendum to Willdan/MIPAA for review/comment and incorporate revisions based on one (1) round of comments from each entity (up to 2 Screenchecks);
- Prepare final Addendum and Notice of Determination (NOD) for MIPAA review and signature;

- File NOD with Riverside County Clerk and State Clearinghouse upon receipt of MIPAA approval.

If potentially significant impacts are identified beyond those originally analyzed in the 2012 EIR, for which there is no mitigation available that would reduce the impacts to less than significant (which would allow use of an Addendum per CEQA Guidelines Section 15164), WEBB will notify Willdan/MIPAA to discuss.

MIPAA shall be responsible for the payment of all CEQA filing fees. As the California Department of Fish and Wildlife (CDFW) requires proof of original CEQA documentation filing fees in order to waive any fees beyond the County Clerk filing fees for subsequent CEQA filings, MIPAA shall provide to WEBB a copy of receipt from CDFW from filing of the original 2012 EIR. This receipt will accompany the NOD and County Clerk filing fee (paid by WEBB and charged as Expense) to file the NOD with Riverside County Clerk and State Clearinghouse.

Option 2: Supplement to EIR

If the details of the Project and the analyses in the Air Quality, Biological, and/or Noise Technical Studies outlined below indicate there are new or different impacts which negate the ability to use an Addendum for the Project per Section 15162, WEBB would prepare a Supplement to the 2012 EIR pursuant to CEQA Guidelines Section 15163.

To complete the Supplemental EIR (SEIR) WEBB will:

- Prepare a project description that outlines the construction and operational aspects of the Project and compare to how the Project was described in the 2012 EIR;
- Identify up to two areas (air quality and noise) of the 2012 EIR where there are conditions described in Section 15162 that require further analysis;
- Prepare supplemental EIR sections only applying to changed areas of the 2012 EIR (limited to air quality and noise);
- Up to two Screencheck SEIRs will be provided with final (2nd) Screencheck revisions being minor and editorial only;
- Prepare notices pursuant to Section 15087; file notices with County Clerk and State Clearinghouse;
- Prepare response to comments received during the 45 day public review period;
- Prepare Final SEIR including response to comments and updated MMRP (only for SEIR issue areas);
- Prepare draft Findings pursuant to Section 15091 for MIPAA review and finalization;
- File NOD upon MIPAA Project approval; filing fees responsibility of MIPAA.

As stated under Option 1 above, MIPAA will be responsible for the payment of all CEQA filing fees.

Assumptions

A stable Project Description will be required prior to the start of the air quality and noise analyses.

Results of the air and noise analyses will inform which Option of CEQA document to pursue.

Supplemental EIR will require AB52 Tribal Consultation, which MIPAA will be responsible for conducting. WEBB's scope assumes the 2012 EIR cultural resources analysis will remain valid for purposes of the AB52 consultation.

No more than 20 recipients will be routed the NOC/NOP and NOA; no hard copies of the SEIR or technical studies will be provided. MIPAA/Willdan will be responsible for providing all property owner labels and Distribution List.

No more than 20 individual comments will require formal written responses and included in the Final SEIR.

No reproduction of the 2012 EIR is included.

Regardless of which Option is chosen, WEBB will provide two rounds of revisions to our deliverables. Third submissions are expected to be final and no further effort from WEBB is needed on said deliverable. If additional round of review is needed, additional budget approvals will be required.

Project Management/Coordination/Meetings

Regardless of what Option for the CEQA document is chosen, WEBB will coordinate with the MIPAA (Lead Agency), Willdan and subconsultants throughout the CEQA process. The Addendum process should be shorter than the Supplement EIR process, therefore, we have provided an initial estimation of our Project Management and Coordination time to be provided on a Time and Materials (T&M) basis; we have assumed up to 40 WEBB hours. Once these project management/coordination hours are expended, additional authorization will be required to continue with our scope.

WEBB has budgeted for attendance/participation in up to 6 project virtual team meetings with Willdan/MIPAA team for two WEBB team members (Scope assumes six 60-minute monthly meetings for 6 months).

WEBB will provide monthly invoices which include the itemized task list contained herein. The monthly invoices will be detailed and include the current month's charges, invoiced to date, unbilled/remaining budgets, and percentage complete for each task identified herein.

Technical Studies

Framework for Air Quality Analysis Approach

After a high-level review of the EIR and the air quality technical analysis included in the appendix, WEBB determined that the proposed Project's construction emissions are adequately covered under the EIR, However at this stage, the proposed Project's operation activities require further research, data collection, and analysis to understand if the change from planes to helicopters represent a substantial change and to determine the appropriate modeling approach (qualitative vs quantitative). WEBB estimates that approximately 14 hours of research and coordination would be needed. Following this research, WEBB would prepare an email with questions and/or data

requests and schedule a call to discuss Team feedback and recommended air quality modeling approach.

Biological Analysis

WEBB will subcontract with OSPREY to conduct a Biological Resource Assessment and Report. OSPREY will conduct a comprehensive literature review of the Project area and its immediate surroundings to identify any previously documented sensitive biological resources. This review will include an analysis of existing environmental databases (e.g., CNPS, WRMSHCP), agency records (e.g., CNDDDB), and relevant biological studies to establish a baseline understanding of potential constraints within the Project site. Following the literature review, OSPREY will perform a detailed reconnaissance-level field survey on foot within the Project study area, encompassing the Project footprint and a 50-foot buffer. Survey methods will be tailored to maximize the detection of potentially sensitive habitats and species identified in the literature review. These may include, but are not limited to, burrowing owls, Crotch's bumblebee, vernal pools, and sensitive plant species. Observations will be carefully documented, with attention given to habitat conditions, vegetation communities, and any signs of protected wildlife species.

Based on the findings, OSPREY will prepare a Biological Habitat Assessment Report. This report will include a comprehensive list of species observed within the project footprint, detailed vegetation and land cover descriptions, and mapped exhibits depicting all identified biological resources. The report will provide a clear assessment of potential environmental constraints and regulatory considerations relevant to the Project.

Biological Assumptions

- Site access is provided when requested.
- The scope is limited to a reconnaissance-level habitat assessment; no protocol-level focused surveys are included.
- OSPREY will provide up to two drafts of the report to incorporate client and agency comments.
- OSPREY will participate in up to two meetings (virtual or in-person) to discuss findings. Additional meetings, if required, may necessitate a revised scope and fee.

Noise Analysis

WEBB will subcontract with Entech to provide the noise analysis for the Project.

The anticipated helicopter model is the Airbus AS350/H125. Because the certified 2012 March Inland Port EIR evaluated fixed-wing aircraft activity but did not include helicopter operations, a supplemental noise analysis is needed to determine whether operations associated with the Airbus AS350/H125 fall within the EIR's previously evaluated aircraft noise environment or would introduce a new or more substantial CEQA impact.

The Noise Impact Study will evaluate existing ambient conditions, develop SoundPLAN-based helicopter CNEL contours using validated Airbus AS350/H125 acoustic data, and compare those contours to the 2012 EIR noise envelope. The analysis will identify whether helicopter operations remain consistent with the earlier environmental assumptions in the 2012 EIR and will provide mitigation recommendations if required.

Task 1 – Existing Conditions and Field Noise Monitoring

Entech will characterize the existing ambient noise environment in the vicinity of the Project area. To document baseline conditions representative of the surrounding community, Entech will conduct one (1) continuous 24-hour noise measurement near the site, subject to access and field constraints. The monitoring will capture aircraft-related noise, roadway activity, and general ambient conditions. The resulting baseline will define existing noise conditions and provide the basis for comparing modeled Project noise levels.

Task 2 – Helicopter Noise Modeling, CEQA Noise Impact Assessment and Mitigation Development

Entech will review the certified 2012 EIR Aircraft Noise Analysis to extract the baseline CNEL contour set and understand the parameters used to determine aircraft-related noise impacts. Helicopter operations for the Airbus AS350/H125 will be modeled using validated, industry-accepted acoustic reference data, which may include Federal Aviation Administration (FAA) or International Civil Aviation Organization (ICAO) helicopter noise datasets, manufacturer or operator-provided data, existing measured datasets available within our database, or flight-test sources.

Using these accepted data sources, Entech will use SEL-based noise–power–distance relationships for approach, departure, hover, and ground-based helicopter operations. All modeling will be conducted in SoundPLAN, applying California’s Community Noise Equivalent Level (CNEL) methodology, which averages 24-hour cumulative exposure and applies required evening (+5 dB) and nighttime (+10 dB) penalties. Entech will generate annualized 60, 65, 70, and 75 dB CNEL contours for the proposed operations and will compare these contours directly to those depicted in the 2012 EIR. This comparison will identify whether Airbus AS350/H125 operations remain within the previously analyzed noise environment or alter noise exposure at nearby noise-sensitive land uses.

Based on the comparison of modeled helicopter CNEL contours to the 2012 EIR noise envelope, Entech will prepare a CEQA-compliant noise impact determination. The assessment will identify whether the project would result in a new noise impact, increase noise exposure beyond the prior environmental assumptions, or remain within the significance framework established in the 2012 EIR. If needed, Entech will develop feasible mitigation recommendations, which may include operational measures such as time-of-day limitations, procedural noise-abatement strategies, or

preferred flight paths to reduce off-site noise exposure. Mitigation will be framed to support CEQA documentation and decision-making.

Task 3 – Prepare Noise Impact Study Report

Entech will prepare a complete Noise Impact Study that includes existing conditions, helicopter modeling methodology, SoundPLAN inputs, CNEL contour outputs, receptor comparisons, CEQA findings, and mitigation recommendations, if applicable. The report will be prepared in a format suitable for inclusion in project-level CEQA documentation. One (1) round of internal team comments and (1) round of client comments will be incorporated into the final deliverable.

Noise Analysis Data Needs

- Project site plan
- Estimated annual helicopter operations for Airbus AS350/H125 and time-of-day distribution
- Anticipated flight paths, hover positions, and ground movement patterns
- Any applicable MARB helicopter procedures (if available)

Additional Services

Services which are not specifically identified herein as services to be performed by WEBB are considered Additional Services for the purposes of this Proposal. The Client may request that WEBB perform services which are Additional Services. WEBB will perform such additional services upon execution of an amendment to this Agreement setting forth the scope, schedule, and fee for such additional services.

Section 3 Compensation for Services

Work shall be billed on a lump sum and “Time and Materials” basis not to exceed the amount indicated below without prior authorization from the Client. Total fees for services shown in the Scope of Work (Section 2). Charges for services will be billed monthly on a percent complete basis with the exception of those services noted as “Time and Materials” (T&M). These services will be billed on a “Time and Materials” basis in accordance with our attached schedule of fees. A breakdown of our fees is listed below:

Environmental Services	
Option 1: Addendum to EIR	\$47,900
Option 2: Supplemental EIR	\$95,600
PM/Coordination/Meetings (limited to total of 52 hours) (T&M)	\$15,300
Technical Studies	
Air Quality Analysis	\$4,000
Biological Habitat Assessment	\$9,000
Noise Analysis	\$20,900
Technical Studies Total	\$33,900
Option 1: Addendum to EIR Total	\$97,100
Option 2: Supplemental EIR	\$144,800

This proposal and budget are valid for 60 days from date of proposal.

Task budgets are estimates and may be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, work on project may cease and interest of 1.5% per month shall be charged on unpaid balances.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination of other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees in addition to the amounts shown above. Checking and/or filing fees are not included in this contract, and shall be paid by the client directly to the appropriate governmental agency.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY

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

Meeting Date: February 4, 2026

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 months of November and December 2025 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 2025/26 budget.

Attachment(s): Financial Status Reports for November and December 2025.

March Joint Powers Authority

Balance Sheet March Joint Powers Utility Authority Fund 600 As of November 30, 2025

ASSETS

Cash In Bank	\$ 267,359.01
Accounts Receivable	<u>37,475.01</u>
Total Assets	<u><u>\$ 304,834.02</u></u>

LIABILITIES

Payroll Liabilities	24,770.83
JPA Loan Payable	<u>450,000.00</u>
Total Liabilities	<u>474,770.83</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(153,359.90)
Change in Fund Balance for the month ending November 30, 2025	<u>(16,576.91)</u>
Ending Fund Balance, November 30, 2025	<u>(169,936.81)</u>
Total Liabilities and Net Position	<u><u>\$ 304,834.02</u></u>

March Joint Powers Authority

Balance Sheet
March Joint Powers Utility Authority Fund 600
As of December 31, 2025

ASSETS

Cash In Bank	\$ 266,617.34
Accounts Receivable	<u>32,479.78</u>
Total Assets	<u><u>\$ 299,097.12</u></u>

LIABILITIES

Payroll Liabilities	27,628.67
JPA Loan Payable	<u>450,000.00</u>
Total Liabilities	<u>477,628.67</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(153,359.90)
Change in Fund Balance for the month ending December 31, 2025	<u>(25,171.65)</u>
Ending Fund Balance, December 31, 2025	<u>(178,531.55)</u>
Total Liabilities and Net Position	<u><u>\$ 299,097.12</u></u>

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY

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

Meeting Date: February 4, 2026

Action: **APPROVE NOVEMBER AND DECEMBER 2025
DISBURSEMENTS**

Motion: Move to approve check disbursements for the months of November and December 2025 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 months of November and December 2025 for the MJPUA. 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 November and December 2025 for the March Joint Powers Utilities Authority.

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
Printed: 1/2/2026 10:53 AM



March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
951.656.7000
www.marchjpa.com

<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
6001092	SoCalGas	SoCalGas	11/06/2025	12,806.62
6001093	UNDER2	Underground Service Alert /SC	11/20/2025	10.00
Report Total (2 checks):				12,816.62

Accounts Payable

Checks by Date - Summary by Check Number

User: mayer@marchjpa.com
Printed: 1/22/2026 9:45 AM



March Joint Powers Authority
17405 Heacock Street
Moreno Valley, CA 92551
951.656.7000
www.marchjpa.com

<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
6001094	SoCalGas	SoCalGas	12/03/2025	20,266.81
Report Total (1 checks):				20,266.81