



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, June 3, 2026 at 3:00 p.m.**

This Notice was posted on 05/29/2026 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 May 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
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Wednesday, June 3, 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
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Wednesday, June 3, 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 Regular Meeting held on April 1, 2026 – Page 8**
(May 6, 2026 JPC Meeting Cancelled)

8. CONSENT CALENDAR

March Joint Powers Authority - Operations

March Inland Port Airport Authority - Operations

- 1) Report: Receive and file Financial Status Reports – Page 14
- 2) Action: Approve March and April 2026 Disbursements – Page 21
- 3) Action: Authorize advertising a Request for Proposals (RFP) for March Inland Port Airport security system – Page 26
- 4) Action: Authorize advertising a Request for Proposals (RFP) for March Inland Port Airport On-Call Environmental Consulting Services – Page 28
- 5) Action: Approve the award of a contract to Leafwise Landscape, LLC for March Inland Port Airport landscape maintenance services; and authorize the Chief Executive Officer to execute the agreement – Page 29
- 6) Action: Approve a Professional Services Agreement (PSA) with David Peterson for Falconer services within the March Inland Port Airport (MIPA) area and authorize the Chief Executive Officer to execute the agreement – Page 31
- 7) Action: Approve the opening of a new account with Citizens Business Bank due to the institution’s Public Agency Banking services, accessibility, and ability to support the March Inland Port Airport Authority’s (MIPAA) operational and grant administration needs, and authorize the Chief Executive Officer to execute the appropriate forms as needed – Page 49
- 8) Action: Approve Amendment No. 2 to the Memorandum of Agreement (MOA) between March Air Reserve Base (MARB) and March Inland Port Airport Authority (MIPAA) to allow an extension of time on the agreement and authorize the Chair of the Commission to execute the agreement. – Page 51
- 9) Report: Receive and file Financial Status Reports – Page 54
- 10) Action: Approve March and April 2026 Disbursements – Page 81
- 11) Action: Rescind the approval awarded on February 4, 2026 for weed abatement; and award of contract to Mariposa Landscapes, Inc. for weed abatement services; and authorize the Chief Executive Officer to execute the contract – Page 88
- 12) Action: Approve an Extension of Agreement for Law Enforcement Services between the Joint Powers Commission of the March Joint Powers Authority and the County of Riverside and authorize the Chief Executive Officer to execute the agreement extension – Page 114
- 13) Action: Adopt Resolution JPA 26-07 approving the 2026 March Joint Powers Authority Local Guidelines for implementing the California Environmental Quality Act (CEQA) – Page 119
- 14) Action: Approve Amendment No 2 to the Maintenance Services Agreement with Alpine Air Conditioning and Heating for the Green Acres Community air conditioning maintenance services and authorize the Chief Executive Officer to execute the amendment – Page 125
- 15) Action: Approve Amendment No. 2 to the Short Form Services Agreement with Montgomery Plumbing, Inc. for the Green Acres Community plumbing maintenance services and authorize the Chief Executive Officer to execute the amendment – Page 144
- 16) Action: Approve Amendment No. 1 to the Short Form Services Agreement with 24-Hour Express Services for the Green Acres Community plumbing maintenance services and authorize the Chief Executive Officer to execute the amendment – Page 158

- 17) Action: Approve Amendment No. 1 to the Short Form Services Agreement with Tri County Painting, Inc. for the Green Acres Community painting services and authorize the Chief Executive Officer to execute the amendment – Page 174
- 18) Action: Authorize advertising a Request for Proposals (RFP) for heating and air conditioning services for the Green Acres Community – Page 185
- 19) Action: Authorize advertising a Request for Proposals (RFP) for plumbing maintenance services for the Green Acres Community – Page 186
- 20) Action: Authorize advertising a Request for Proposals (RFP) for painting services for the Green Acres Community – Page 187
- 21) Action: Approve a Change Order No. 2 to the contract for construction with Danny Ryan Precision on the demolition of Building No. 962 and Building No. 976 in the Northeast Corner Planning area, in an amount not-to-exceed Forty-Two Thousand Two Hundred Eighteen Dollars (\$42,218) to allow for two change orders in an amount not to exceed Forty-Two Thousand Two Hundred Eighteen Dollars (\$42,218) and authorize the Chief Executive Officer to execute the change order – Page 188
- 22) Action: Approve Resolution JPA 26-09, a resolution of the March Joint Powers Authority declaring that certain real property (294-070-039) is exempt surplus land pursuant to government code section 54221, and finding that such declaration is exempt from environmental review under the California Environmental Quality Act – Page 202

9. REPORTS, DISCUSSIONS AND ACTION ITEMS

March Joint Powers Authority - Operations

March Inland Port Airport Authority - Operations

- 1) Action: Authorize staff to work with the 163d Air National Guard (ANG) on a Military Construction Cooperative Agreement for ANG facilities located at March Air Reserve Base – Page 212
- 2) Report: Receive and file a briefing for the 2026 Washington, DC Legislative trip –Page 259
- 3) Report: Receive and file a briefing for the 2026 Association of Defense Communities 50 (ADC50) Summit trip – Page 275
- 4) Report: Receive and file – Technical Advisory Committee – Page 276
- 5) Report/Action: Adopt Resolution JPA 26-08, a resolution of the March Joint Powers Authority, Resolution MIPAA 26-03, a Resolution of the March Inland Port Airport Authority, amending budgets for Fiscal Year 2026/207 – Page 277

10. CONSENT CALENDAR

March Joint Powers Utilities Authority – Operations

- 1) Report: Receive and file Financial Status Report – Page 300
- 2) Action: Approve March and April 2026 Disbursements – Page 303

11. REPORTS, DISCUSSIONS AND ACTION ITEMS

March Joint Powers Utilities Authority – Operations

- 1) Report/Action: Adopt Resolution MJPUA 26-02, a resolution of the March Joint Powers Utilities Authority, amending the budget for Fiscal Year 2026/2027 – Page 306

12. Commission Members Oral Reports/Announcements

13. Staff Oral Reports/Announcements

14. Calendaring of Future Agenda Items

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

15. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: March Inland Port Airport/March Air Reserve Base, Joint Use Flying Facilities
Agency Negotiator: MIPAA General Counsel and CEO
Negotiating Parties: U.S. Air Force, March Air Reserve Base
Under Negotiation: Price and Terms of Joint Use Agreement

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Gov. Code section 54956.9(d)(4): one case

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: Northeast Corner (commonly referred to as the March LifeCare Campus) Generally located to the south and west of the intersection of Cactus Avenue and Heacock Street, covered by the Disposition and Development Agreement with March1, LLC
Agency Negotiator: MJPA General Counsel and CEO
Negotiating Parties: March1, LLC (March Healthcare Development)
Under Negotiation: Price and Terms of Possible Amendment to Disposition and Development Agreement

16. Adjournment

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

Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of Clerk of the March Joint Powers Authority (JPA), 17405 Heacock Street, Moreno Valley, California and are available for public inspection during regular office hours (8:00 a.m. to 5:30 p.m., Monday through Thursday, Friday 8:00am to 4:30pm). Written materials distributed to the March Joint Powers Commission within 72 hours of the March Joint Powers Commission meeting are available for public inspection immediately upon distribution in the Clerk's office at the JPA offices at 17405 Heacock Street, Moreno Valley, California (Government Code Section 54957.5(b)(2)). Copies of staff reports and written materials may be

purchased for \$0.20 per page. In addition, staff reports can be reviewed online at www.marchjpa.com. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

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

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

Dated: May 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

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Wednesday, April 1, 2026 - 3:00 PM

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

REGULAR MEETING MINUTES

- 1. Call to Order**
Acting Chair Conder called the meeting to order at 3:02 p.m.
- 2. Roll Call**
Present: Perry, Delgado (2 votes), Vargas (2 votes), Medina (2 votes), Conder
Absent: Gutierrez, Cabrera, Corona
- 3. Invocation**
Pastor Diane Gardner provided the invocation.
- 4. Pledge of Allegiance**
Acting Chair Conder led the group in the pledge.
- 5. Matters Subsequent to Posting Agenda**
Approval of Agenda Additions or Corrections, as Necessary.
Page 5, Agenda Items numbering was updated. Page 130, Salary Scale Date was corrected.
- 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.

None.

7. Approval of Minutes for the Regular Meeting held on March 4, 2026

No questions or comments. No public request to speak.

Motion to approve the JPC Regular Meeting Minutes for the meeting held on March 4, 2026.

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

8. Ordinance Adoption - MIPAA

- 1) Action: Take the following actions as they relate to the WRCOG TUMF Program: 1) File a Notice of Exemption with the Riverside County Recorder's Office Finding the Adoption of Ordinance MIPAA 26-01 Exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15061 (b)(3), and 2) Waive the Second Reading and Adopt Ordinance MIPAA 26-01, an Ordinance to Establish Construction Cost Index Adjustments and Include Minor Updates to the Definitions Portion of Ordinance JPA 25-01 for the WRCOG TUMF Program

No questions or comments. No public request to speak.

Motion to approve Ordinance Adoption MIPAA Item 8 (1).

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

9. Consent Calendar

MIPAA - Operations

- 1) Report: Receive and file Financial Status Reports
- 2) Action: Approve February 2026 Disbursements
- 3) Action: Approve a Project acceptance for Apron Reconstruction Phases 14 and 15 with Coffman Specialties, Inc. and authorize the Chief Executive Officer to execute the Notice of Completion (NOC)
- 4) Action: Award a final contract to Hazard Construction for March Inland Port Apron Reconstruction Project Phase 13, approve a fifteen percent contingency to be paid out of March Inland Port Airport Capital Funds, and authorize the Chief Executive Officer to execute the contract

- 5) Action: Authorize advertising a Request for Proposals (RFP) for landscape maintenance services for March Inland Port Airport

MJPA – Operations

- 6) Action: Approve Authority participation as a host organization for fellows from the University of California, Riverside (UCR) School of Public Policy Randall Lewis Policy Fellowship Program.
- 7) Report: Receive and file Financial Status Reports
- 8) Action: Approve February 2026 Disbursements
- 9) Action: Approve Amendment No. 1 to the Maintenance Services Agreement with West Coast Arborist’s for Green Acres landscape maintenance services and authorize the Chief Executive Officer to execute the amendment
- 10) Action: Authorize advertising a Request for Proposals (RFP) for trees and landscape maintenance service for the Green Acres Community

No questions or comments. No public request to speak.

Motion to approve Consent Calendar MIPAA – Operations, Items 9 (1-5) and MJPA 9 (6-10).

Motion: Vargas

Second: Medina

Ayes: Medina (2 votes), Perry, Delgado (2 votes), Vargas (2 votes), Conder

Noes: None

Absent: Gutierrez, Cabrera, Corona

Abstain: None

10. Reports, Discussions and Action Items

MIPAA and MJPA – Operations

- 1) Action: Approve the 2026 DC Legislative Platform
Lynn Jacquez & John Assini, HBS

Ms. Lynn Jacquez and Mr. John Assini, HBS provided a briefing on this item.

Mr. Assini briefed on the upcoming Legislative Platform.

General discussion between Commission, Mr. John Assini and Ms. Lynn Jacquez.

No public request to speak.

Motion to approve Reports, Discussions and Action Items MIPAA and MJPA – Operations, Item 10 (1).

Motion: Vargas

Second: Perry

Ayes: Medina (2 votes), Perry, Delgado (2 votes), Vargas (2 votes), Conder

Noes: None

Absent: Gutierrez, Cabrera, Corona

Abstain: None

- 2) Action: Approve the following actions pertaining to mid-year budget adjustments for the March Inland Port Airport Authority, the March Joint Powers Authority, and related entities; a) Adopt Resolution MIPAA 26-02, a resolution of the March Inland Port Airport Authority, amending the MIPAA budget for Fiscal Year 2025/2026, b) Adopt Resolution JPA 26-04, a resolution of the March Joint Powers Authority and related entities, amending the Authority budget for Fiscal Year 2025/26; and Adopt Resolution JPA 26-06, approving three job classifications, a revised salary scale and amended organization chart

Dr Grace Martin, Chief Executive Officer

Dr. Grace Martin and Ms. Yolanda Acosta provided a presentation and briefing on this item.

Dr. Martin explained that, after the Agency's transition on July 1, 2025, and subsequent staff reductions, consultants were hired to meet operational needs. If this continues through the end of the fiscal year, the Agency is projected to spend more than \$1.2 million. Staff therefore recommended a reorganization to add three critical positions needed for daily operations. If approved, two positions could be filled immediately, generating an estimated \$298,500 in savings for the remainder of the fiscal year.

Dr. Martin explained that removing the \$2 million gas-line capital project allocation from Green Acres and March JPA for this fiscal year would help balance the budget. Although the project still requires \$2 million, staff recommended reserving that amount from the anticipated \$22 million March LifeCare bulk land sale expected to close this summer. SoCal Gas will replace the outdated infrastructure and assume responsibility for maintaining the gas line.

Over the course of three Finance Subcommittee meetings, members reviewed the budget shortfalls and project progress, which kept them informed and allowed them to provide valuable input. Finance Subcommittee supported the use of interest income through investment funds to help cover operational expense shortfalls.

Commissioner Vargas stated that the Finance Subcommittee conducted a detailed review of the budget and recommended bringing it forward for consideration by the full Commission.

Commissioner Delgado thanked staff for being creative to cover the shortfalls and for all the work done while working through the various budget reviews.

No public request to speak.

Motion to approve Reports, Discussions and Action Items MIPAA and MJPA – Operations, Item 10 (2).

Motion: Vargas

Second: Delgado

Ayes: Medina (2 votes), Perry, Delgado (2 votes), Vargas (2 votes), Conder

Noes: None

Absent: Gutierrez, Cabrera, Corona

Abstain: None

11. Consent Calendar MJPUA – Operations

- 1) Report: Receive and file Financial Status Report
- 2) Action: Approve February 2026 Disbursements

No questions or comments. No public request to speak.

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

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

12. Reports, Discussions and Action Items

MJPUA – Operations

- 1) Action: Adopt Resolution MJPUA 26-01, a resolution of the March Joint Powers Utilities Authority, amending the budget for Fiscal Year 2025/26
Dr Grace Martin, Chief Executive Officer

No questions or comments. No public request to speak.

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

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

13. Commission Members Oral Reports/Announcements

Commissioner Delgado announced that Chief Executive Officer Dr. Martin rang a bell!

14. Staff Oral Reports/Announcements

None.

15. Calendaring of Future Agenda Items

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

16. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: March Inland Port Airport/March Air Reserve Base, Joint Use Flying Facilities
Agency Negotiator: Dr. Grace Martin, Chief Executive Officer
Negotiating Parties: U.S. Air Force, March Air Reserve Base
Under Negotiation: Price and Terms of Joint Use Agreement

Closed session began: 3:43 p.m.

Closed session ended: 4:00 p.m.
Reportable Actions: None

- 17. Adjournment**
This meeting adjourned at 4:00pm.

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 INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 8 (1)

Meeting Date: June 3, 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 March and April 2026 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.

Included in the financials are the quarterly Investment Policy Compliance Statement reports which include the report provided by Citizens Trust for 4th Quarter 2025 and 1st Quarter 2026.

Attachment(s):

1. Financial Status Reports for March and April 2026
2. Fourth Quarter CY 2025 Investment Statement of Compliance Report
3. First Quarter CY 2026 Investment Statement of Compliance Report

March Inland Port

Balance Sheet General Fund – Fund 500 As of March 31, 2026

ASSETS

Cash In Bank	\$ 5,316,787.52
Investment Account	5,484,182.92
Accounts Receivable	612,014.47
Accounts Receivable - Leases	76,586,453.30
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(9,771,624.01)
Land and Buildings	22,223,191.00
Deferred Outflows - Pension	241,004.31
Deferred Outflows - OPEB	50,828.00

Total Assets \$ 130,568,771.07

LIABILITIES

Payroll Liabilities	576,582.40
Interest Payable	248,017.77
Net Pension Liability	652,905.76
Compensated Absences	105,278.30
Deferred Inflows - Pension	17,459.47
Deferred Inflows - OPEB	43,894.00
Deferred Inflows - Leases	76,607,286.30

Total Liabilities 78,251,424.00

FUND BALANCE

Net Position, Beginning of Fiscal Year	50,757,242.42
Change in Fund Balance for the month ending March 31, 2026	1,560,104.65

Ending Fund Balance, March 31, 2026 52,317,347.07

Total Liabilities and Net Position \$ 130,568,771.07

March Inland Port

Balance Sheet General Fund – Fund 500 As of April 30, 2026

ASSETS

Cash In Bank	\$ 4,467,818.47
Investment Account	5,484,182.92
Accounts Receivable	819,848.25
Accounts Receivable - Leases	76,586,453.30
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(9,771,624.01)
Land and Buildings	22,223,191.00
Deferred Outflows - Pension	241,004.31
Deferred Outflows - OPEB	50,828.00

Total Assets \$ 129,927,635.80

LIABILITIES

Payroll Liabilities	576,582.40
Interest Payable	234,329.77
Net Pension Liability	652,905.76
Compensated Absences	105,278.30
Deferred Inflows - Pension	17,459.47
Deferred Inflows - OPEB	43,894.00
Deferred Inflows - Leases	76,607,286.30

Total Liabilities 78,237,736.00

FUND BALANCE

Net Position, Beginning of Fiscal Year	50,757,242.42
Change in Fund Balance for the month ending April 30, 2026	932,657.38

Ending Fund Balance, April 30, 2026 51,689,899.80

Total Liabilities and Net Position \$ 129,927,635.80

**March Inland Port Airport Authority
Investment Quarterly Report
Airport Fund
March 31, 2026**

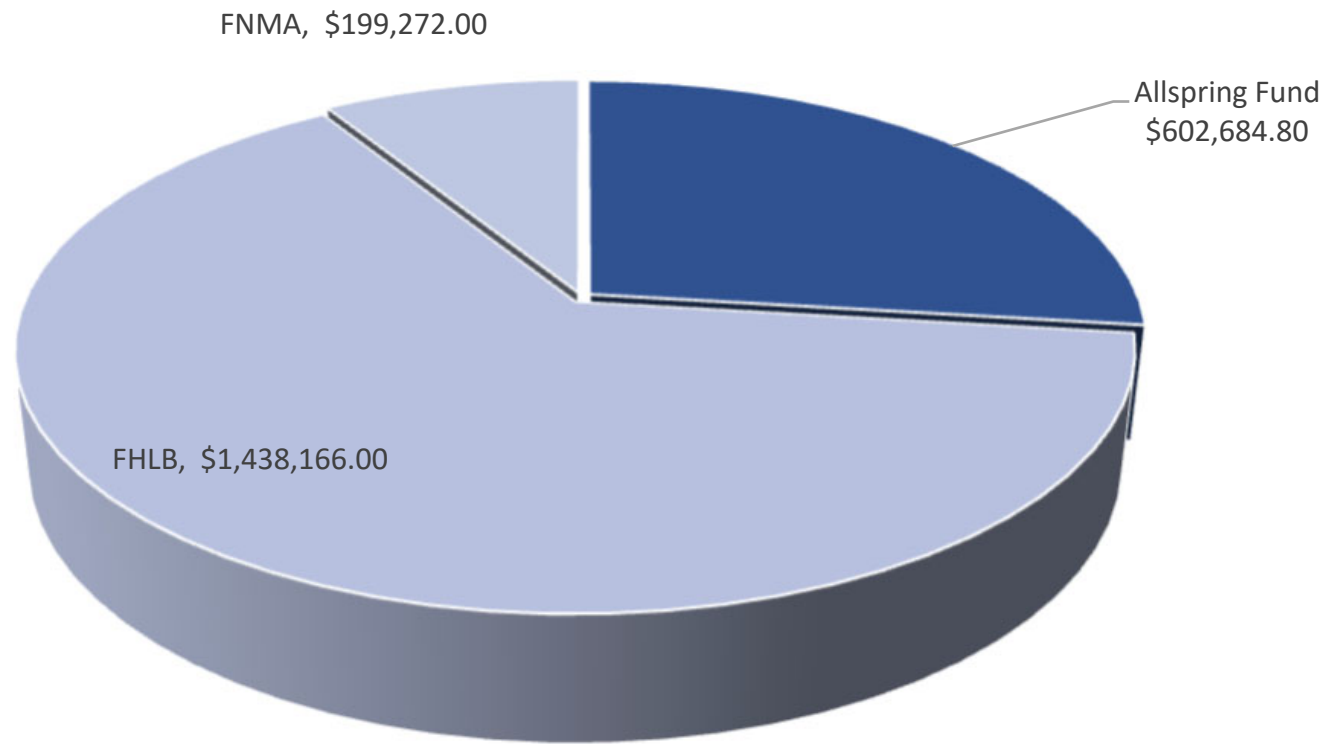
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	Allspring Fund		94975P405	On going	Open	\$ 602,684.80	\$ 602,684.80
Fixed Income							
US Government Agency	FEDERAL HOME LOAN BANK	1.500%	3130AP4Q5	9/30/2021	9/30/2026	\$ 382,380.00	\$ 395,352.00
	FEDERAL HOME LOAN BANK	1.300%	3130APBU8	10/14/2021	10/14/2026	\$ 287,364.00	\$ 295,935.00
	FEDERAL HOME LOAN BANK	3.000%	3130ARD57	3/29/2022	3/29/2027	\$ 195,970.00	\$ 198,510.00
	FEDERAL HOME LOAN BANK	4.050%	3130B9C40	1/29/2026	1/22/2031	\$ 50,000.00	\$ 49,590.00
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/2/2025	10/2/2028	\$ 200,000.00	\$ 199,070.00
	FEDERAL HOME LOAN BANK	3.875%	3133ER6Q9	3/10/2025	12/10/2027	\$ 298,825.20	\$ 299,709.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3.820%	3136GC5D3		11/13/2029	\$ 199,800.00	\$ 199,272.00
	Total US Government Agency					\$ 1,614,339.20	\$ 1,637,438.00
Total Fixed Income						\$ 1,614,339.20	\$ 1,637,438.00
Total Assets						\$ 2,217,024.00	\$ 2,240,122.80

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
March 31, 2026**



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 JPA (Consolidated 6 Accounts) as of March 31, 2026

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

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

 Represents investments currently in March JPA portfolios and in compliance.

 Represents investments currently in March JPA portfolios and not in compliance.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: June 3, 2026

Action: **APPROVE MARCH AND APRIL 2026
DISBURSEMENTS**

Motion: Move to approve the check disbursements for the months of March and April 2026 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 March and April 2026 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 March and April 2026 for the March Inland Port Airport Authority.

Accounts Payable

Checks by Date - Summary by Check Number

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

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	ConvStra	Converge Strategies LLC	03/12/2026	0.00	99,125.70
ACH	IvanBold	Ivan Bolden & Associates LLC	03/12/2026	0.00	3,125.00
ACH	SONRI	SONRI, INC	03/12/2026	0.00	2,312.50
ACH	The20/20	The 20/20 NETWORK	03/19/2026	0.00	2,925.00
ACH	CabreraU	Ulises Cabrera	03/31/2026	0.00	280.00
ACH	ConderJr	Charles Conder Jr.	03/31/2026	0.00	834.00
ACH	CoronaM	Malcolm Corona	03/31/2026	0.00	140.00
ACH	Delgado	Edward Delgado	03/31/2026	0.00	742.00
ACH	DPETER1	David Peterson Abatement Services,LLC	03/31/2026	0.00	9,240.00
ACH	DTS	Daley Technology Systems	03/31/2026	0.00	4,600.00
ACH	Gutierre	Yxstian Gutierrez	03/31/2026	0.00	694.00
ACH	MedinaJ	Jose Medina	03/31/2026	0.00	280.00
ACH	VargasM	Michael Vargas	03/31/2026	0.00	560.00
5005809	COSCO	Cosco Fire Protection Inc.	03/12/2026	0.00	628.00
5005810	Million	Million Air, Riverside	03/12/2026	0.00	618.86
5005811	StaplesA	Staples Business Credit	03/12/2026	0.00	406.51
5005812	Willdan2	Willdan Financial Services	03/12/2026	0.00	29,502.00
5005813	AMCG	Aviation Management Consulting Group	03/12/2026	0.00	39,724.93
5005814	AyalaA	Amelia Ayala	03/12/2026	0.00	4,225.00
5005815	SCE4	Southern California Edison	03/12/2026	0.00	693.60
5005816	JMayer	John Mayer	03/12/2026	0.00	1,690.00
5005817	Computer	California Computer Options, Inc.	03/12/2026	0.00	2,985.46
5005818	TrafficM	Traffic Management Products, Inc.	03/12/2026	0.00	23.50
5005819	RobertHa	Robert Half	03/12/2026	0.00	887.81
5005820	WASTEM	WM Corporate Services, Inc.	03/12/2026	0.00	245.67
5005821	JanPro	Commerical Cleaning Solutions, Inc.	03/12/2026	0.00	400.00
5005822	AMCG	Aviation Management Consulting Group	03/12/2026	0.00	22,469.05
5005823	COSCO	Cosco Fire Protection Inc.	03/19/2026	VOID 1,320.00	0.00
5005824	FRONTIER	Frontier Communications	03/19/2026	0.00	693.00
5005825	VRPA	VRPA Technologies, Inc.	03/19/2026	0.00	483.92
5005826	AAAE	American Association of Airport Executive:	03/19/2026	VOID 325.00	0.00
5005827	GRIVCH	Greater Riverside Chambers Of Commerce	03/19/2026	VOID 1,250.00	0.00
5005828	RivCntyI	County of Riverside Information Technolog	03/19/2026	0.00	169.18
5005829	MSL	MSL Electric	03/19/2026	0.00	9,727.98
5005830	SoCANews	Southern California News Group	03/19/2026	VOID 422.12	0.00
5005831	Computer	California Computer Options, Inc.	03/19/2026	VOID 397.94	0.00
5005832	RobertHa	Robert Half	03/19/2026	VOID 1,131.52	0.00
5005833	BankofAm	Bank Of America	03/20/2026	0.00	3,585.37
5005834	CanonF	Canon Financial Services, Inc.	03/31/2026	0.00	247.67
5005835	FRONTIER	Frontier Communications	03/31/2026	0.00	1,176.93
5005836	Million	Million Air, Riverside	03/31/2026	0.00	6,565.99
5005837	SWRCBR	SWRCB	03/31/2026	0.00	1,873.00
5005838	WILLDANS	Willdan	03/31/2026	0.00	600.00
5005839	CRContra	C.R. Contracting, LLC	03/31/2026	0.00	18,621.50
5005840	Camargo	Cindy Camargo	03/31/2026	0.00	414.00
5005841	HBS	Hartley Blunt Strategies LLC	03/31/2026	0.00	8,000.00
5005842	IndustFi	Brenton S. Davis Industrial Fire Protection	03/31/2026	0.00	20,180.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
5005843	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	03/31/2026	0.00	27,855.20
5005844	RobertHa	Robert Half	03/31/2026	0.00	3,003.08
5005845	ProjStrg	Project Strong One	03/31/2026	0.00	500.00
5005846	William2	Grace Martin	03/31/2026	0.00	414.00
Report Total (51 checks):				4,846.58	333,469.41

Accounts Payable

Checks by Date - Summary by Check Number

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

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	ConvStra	Converge Strategies LLC	04/08/2026	0.00	49,562.85
ACH	RobertHa	Robert Half	04/08/2026	0.00	6,649.84
ACH	SONRI	SONRI, INC	04/08/2026	0.00	1,687.50
ACH	ConvStra	Converge Strategies LLC	04/24/2026	0.00	49,562.85
ACH	DTS	Daley Technology Systems	04/24/2026	0.00	600.00
ACH	RobertHa	Robert Half	04/24/2026	0.00	1,289.73
ACH	ConderJr	Charles Conder Jr.	04/30/2026	0.00	980.00
ACH	Delgado	Edward Delgado	04/30/2026	0.00	980.00
ACH	Gutierre	Yxstian Gutierrez	04/30/2026	0.00	980.00
ACH	MedinaJ	Jose Medina	04/30/2026	0.00	140.00
ACH	VargasM	Michael Vargas	04/30/2026	0.00	602.00
5005847	BESTBE	Best Best & Krieger, LLP	04/08/2026	0.00	3,219.16
5005848	COSCO	Cosco Fire Protection Inc.	04/08/2026	0.00	1,320.00
5005849	FEDEX	FedEx	04/08/2026	0.00	41.06
5005850	FRONTIER	Frontier Communications	04/08/2026	0.00	693.00
5005851	Million	Million Air, Riverside	04/08/2026	0.00	608.24
5005852	Minutema	Minuteman Press	04/08/2026	0.00	309.44
5005853	PRINTWR	Print Wear Embroidery Wear	04/08/2026	0.00	93.26
5005854	RAPIDFIR	Rapid Fire Safety & Security LLC	04/08/2026	0.00	308.88
5005855	AAAE	American Association of Airport Executive:	04/08/2026	0.00	325.00
5005856	AMCG	Aviation Management Consulting Group	04/08/2026	0.00	22,932.35
5005857	AyalaA	Amelia Ayala	04/08/2026	0.00	4,225.00
5005858	GRIVCH	Greater Riverside Chambers Of Commerce	04/08/2026	0.00	1,250.00
5005859	RivCntyI	County of Riverside Information Technolog	04/08/2026	0.00	365.71
5005860	SoCANews	Southern California News Group	04/08/2026	0.00	422.12
5005861	Computer	California Computer Options, Inc.	04/08/2026	0.00	3,511.40
5005862	WASTEM	WM Corporate Services, Inc.	04/08/2026	0.00	245.67
5005863	BankofAm	Bank Of America	04/23/2026	0.00	9,177.95
5005864	24Hr	24 Hour Express Services, Inc.	04/24/2026	0.00	270.00
5005865	BESTBE	Best Best & Krieger, LLP	04/24/2026	0.00	2,015.00
5005866	C&S	C & S Engineers, Inc.	04/24/2026	0.00	18,755.35
5005867	CanonF	Canon Financial Services, Inc.	04/24/2026	0.00	272.67
5005868	FRONTIER	Frontier Communications	04/24/2026	0.00	368.36
5005869	LOWES	Lowe's Business Account	04/24/2026	0.00	36.01
5005870	Million	Million Air, Riverside	04/24/2026	0.00	219.23
5005871	MissRepr	Mission Reprographics	04/24/2026	0.00	214.94
5005872	StaplesA	Staples Business Credit	04/24/2026	0.00	972.49
5005873	Willdan2	Willdan Financial Services	04/24/2026	0.00	360.00
5005874	TROPHIES	Kristy Ailport	04/24/2026	0.00	93.96
5005875	WestCoas	West Coast Arborists, Inc	04/24/2026	0.00	925.00
5005876	CoffmanS	Coffman Specialties	04/24/2026	0.00	643,023.40
5005877	William2	Grace Martin	04/24/2026	0.00	173.25
5005878	Computer	California Computer Options, Inc.	04/24/2026	0.00	396.81
5005879	RRSE	Riverside Rubber Stamp & Engraving	04/24/2026	0.00	30.73
5005880	JanPro	Commerical Cleaning Solutions, Inc.	04/24/2026	0.00	400.00
5005881	USTREAS	Treasurer Of The United States of America	04/24/2026	0.00	9,517.42

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
Report Total (46 checks):				0.00	840,127.63

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: June 3, 2026

Action: **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSALS (RFP) FOR MARCH INLAND PORT AIRPORT SECURITY SYSTEM**

Motion: Move to authorize advertising a Request for Proposals (RFP) for March Inland Port Airport security system.

Background:

The March Inland Port Airport Authority (MIPAA) is responsible for the operations and maintenance of the civil airport. The security system in the general aviation terminal was originally installed with the completion of the terminal in February, 2015. This system has not been updated since that time. A replacement of the full security system is required for the safety of staff and the Airport.

Staff is proposing to engage a qualified consultant to design and implement comprehensive upgrades to airport security systems. This effort will modernize existing infrastructure and ensure full integration between access control, video surveillance, and identity management systems.

Key components of the project will include:

- Access Control Updates. Conversion of existing badge reader systems to a new, fully integrated system for Secure Identification Display Area (SIDA) access, with a preference for wired infrastructure.
- Video Management System (VMS). Installation and upgrade of security cameras to monitor critical areas, including SIDA access points, fuel farm, aprons, and vehicle gates. The system will include high-resolution cameras, video retention, remote access, and advanced analytics (e.g., motion detection and anti-piggybacking).
- Door/Gate Monitoring. Implementation of technology to detect and alert staff to door and gate status (open/closed).
- Identity Management System. Deployment of a centralized system to manage badge holders, control access levels, track personnel on-site, and allow real-time badge activation/deactivation.
- Infrastructure Improvements. Installation of necessary wiring, communications, and power at locations where infrastructure is currently insufficient.

The project will enhance overall airport security, improve monitoring and access control capabilities, and ensure compliance with applicable regulatory standards.

Staff is requesting authorization to advertise a Request for Proposals (RFP) for the full replacement of the security system at the March Inland Port Airport.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: June 3, 2026

Action: **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSALS (RFP) FOR MARCH INLAND PORT AIRPORT ON-CALL ENVIRONMENTAL CONSULTING SERVICES**

Motion: Move to authorize advertising a Request for Proposals (RFP) for March Inland Port Airport On-Call Environmental Consulting Services.

Background:

The March Inland Port Airport Authority (MIPAA) relies upon on-call environmental consulting services for compliance with the California Environmental Quality Act (CEQA) and National Environmental Quality Act (NEPA). Services include the preparation of CEQA and/or NEPA documents for private and public projects. Services further include the peer review of environmental technical studies submitted by private developers.

In general, MIPAA retains three or more on-call contracts with environmental consultants, to ensure that staff can use the consultant with the lowest cost, fastest response time, and highest level of expertise as the environmental issues dictate. The environmental services contracts expired in October of 2025. When the RFP process is completed, staff will return to the Commission with selected environmental firms, and draft professional services agreements, for consideration and final action. Staff anticipate the selection of three or more environmental consultants for on-call services, with three-year term agreements.

There are no anticipated financial impacts associated with this action. All costs associated with peer reviews are paid for by project applicants. Any potential costs associated with March Inland Port Airport Authority projects, outside of allowable authorizations by the Chief Executive Officer, would require separate Commission approval.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: June 3, 2026

Action: **APPROVE THE AWARD OF A CONTRACT TO LEAFWISE LANDSCAPE, LLC FOR MARCH INLAND PORT AIRPORT LANDSCAPE MAINTENANCE SERVICES; AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

Motion: Move to approve the award of a contract to Leafwise Landscape, LLC for March Inland Port Airport landscape maintenance services; and authorize the Chief Executive Officer to execute the agreement.

Background:

On April 1, 2026, Commission authorized staff to advertise a Request for Proposals (RFP) for landscape maintenance. Staff received five proposals in response to the RFP. The proposals received were as follows:

Company	Bid Amount
1. Priority Landscape Services, LLC	\$ 36,919.00
2. BrightView Landscape Services, Inc.	\$ 39,900.00
3. Leafwise Landscape, LLC	\$ 55,104.00
4. Mariposa Landscapes, Inc.	\$ 60,192.00
5. Greenfield Landscaping & Maintenance	\$ 132,000.00

Contractors were scored based on responsiveness to RFP criteria that included, but not limited to: a) relevant experience and technical expertise; b) understanding the project scope and approach; c) availability and capacity to perform the work; and d) quality of references. Of the five proposals received, Leafwise Landscape, LLC, was determined to be the most responsive and responsible bidder.

Staff recommends awarding the contract to Leafwise Landscape, LLC in the amount of Fifty-Five Thousand One Hundred and Four Dollars (\$55,104). The proposed Agreement would have an initial term of one year, with the option to extend the Agreement for up to three additional one-year terms.

The annual budget for the Agreement would include a twenty-five percent (25%) contingency fund in the amount of Thirteen Thousand Seven Hundred Seventy-Six Dollars (\$13,776), for a

total annual authorization of Sixty-Eight Thousand Eight Hundred Eighty Dollars (\$68,880). If all extension options are exercised, the total contract authorization over the four-year term would be Two Hundred Seventy-Five Thousand Five Hundred Twenty Dollars (\$275,520).

Staff recommends that the Commission approve the award of a contract to Leafwise Landscape, LLC for March Inland Port Airport landscape maintenance services; and authorize the Chief Executive Officer to execute the agreement.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: June 3, 2026

Action: **APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH DAVID PETERSON FOR FALCONER SERVICES WITHIN THE MARCH INLAND PORT AIRPORT (MIPA) AREA AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

Motion: Move to approve a Professional Services Agreement (PSA) with David Peterson for Falconer services within the March Inland Port Airport (MIPA) area and authorize the Chief Executive Officer to execute the agreement.

Background:

The March JPA is responsible for monitoring and mitigating wildlife hazards, including waterfowl activity, on March Inland Port Airport Authority owned property associated with the March Inland Port Airport. Wildlife monitoring and mitigation activities are conducted in accordance with applicable Federal Aviation Administration (“FAA”) guidance, including Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or near Airports*.

The presence of nuisance waterfowl and other wildlife within or near airport operation areas may pose a risk to aviation safety. The use of professional falconer services is considered an effective interim wildlife hazard management measure intended to deter, disperse, and document wildlife activity throughout March JPA property, including airport operational areas.

David Peterson has more than fifteen (15) years of experience in providing Bird Air Strike Hazard (BASH) support services around March. The proposed sole source Professional Services Agreement with David Peterson secures falconer services for the civil airport properties for an amount not to exceed \$60,000 annually and will be for a term of one (1) year.

Staff at March Air Reserve Base previously expressed interest in utilizing Mr. Peterson’s specialized falconry services around the perimeter of the cantonment area to assist in deterring nuisance waterfowl that may pose a potential hazard to airport and military flight operations. This agreement would provide services throughout and around airport properties.

Attachment(s): Professional Services Agreement with David Peterson

**VENDOR SERVICES AGREEMENT
BETWEEN THE MARCH INLAND PORT AIRPORT AUTHORITY
AND DAVID PETERSON ABATEMENT SERVICES, LLC**

This Agreement is made and entered into as of June 4, 2026 by and between the March Inland Port Airport Authority, a joint powers authority, organized under the laws of the State of California, with its principal place of business at 17405 Heacock Street, Moreno Valley, County of Riverside, State of California (“Authority”), and **David Peterson Abatement Service, LLC**, a Limited Liability Company with its principal place of business at 15784 Washington Street, Riverside, CA 92504-5963 (hereinafter referred to as “Consultant”). Authority and Consultant are hereinafter sometimes referred to individually as “Party” and collectively as the “Parties.”

RECITALS

A. Authority is a joint powers authority organized under the laws of the State of California and is in need of vendor services for the following project:

Falconry and Abatement Services (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Authority to retain Consultant to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

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

2. Services. Consultant shall provide the Authority with the services described in the Scope of Services attached hereto as Exhibit “A.”

3. Vendor Practices. All vendor services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise Authority of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant further represents that no Authority employee will provide any services under this Agreement.

4. Compensation.

a. Subject to paragraph 4(b) below, the Authority shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “A.”

b. In no event shall the total amount paid for services rendered by

Consultant under this Agreement exceed the sum of **Sixty Thousand Dollars and no cents (\$60,000.00)**. This amount is to cover all related costs, and the Authority will not pay any additional fees for printing expenses. Consultant may submit invoices to Authority for approval. Said invoice shall be based on the total of all Consultant's services which have been completed to Authority's sole satisfaction. Authority shall pay Consultant's invoice within forty-five (45) days from the date Authority receives said invoice. The invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

5. Additional Work. If changes in the work seem merited by Consultant or the Authority, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Authority by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Authority and executed by both Parties before performance of such services, or the Authority will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

a. Adjustments. No retroactive price adjustments will be considered. Additionally, no price increases will be permitted during the first year of this Agreement, unless agreed to by Authority and Consultant in writing.

6. Term. This Agreement shall commence on the Effective Date and continue through June 30, 2027 unless the Agreement is previously terminated as provided for herein ("Term").

7. Maintenance of Records; Audits.

a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to Authority for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Authority.

8. Time of Performance. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Authority to proceed. Consultant shall complete the services required hereunder within Term.

9. Delays in Performance.

a. Neither Authority nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant'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 services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the Authority may still terminate this Agreement in accordance with the termination provisions of this Agreement.

10. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Authority, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

11. Standard of Care. Consultant's services will be performed in accordance with generally accepted practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the industry currently practicing under similar conditions. Consultant's performance shall conform in all material respects to the requirements of the Scope of Work.

12. Conflicts of Interest. During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the Authority and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the Authority.

13. Intentionally Omitted.

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

15. Independent Consultant. Consultant is retained as an independent contractor and is not an employee of Authority. No employee or agent of Consultant shall become an employee of Authority. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Authority as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

16. Consultant shall not commence work for the Authority until it has provided evidence satisfactory to the Authority it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The March Inland Port Airport Authority, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Authority, its elected and appointed officials, officers, employees, agents, and Authority-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Authority, its elected and appointed officials, officers, employees, agents and Authority designated volunteers additional insured status.

(iv) Subject to written approval by the Authority, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Authority as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Authority and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Authority evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) Consultant shall provide the Authority at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Authority at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Authority or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall

specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

i. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Authority, which satisfy the following minimum requirements:

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

j. Additional Insurance Provisions

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

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

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

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

k. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Authority as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Authority may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

17. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the Authority), indemnify and hold the Authority, its elected and appointed officials, officers, employees, agents, and authorized 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, 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 Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, or this Agreement, including without limitation the payment of all damages, expert witness fees, attorneys' fees and other related costs and expenses. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the Authority. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its employees, or authorized volunteers. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

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

18. California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 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, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Authority, its elected 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 Consultant 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).

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

19. Verification of Employment Eligibility. By executing this Agreement, Consultant 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 subconsultants and sub-subconsultants to comply with the same.

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

21. Termination or Abandonment

a. Authority has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days’ written notice to Consultant. In such event, Authority shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Authority shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Authority and Consultant of the portion of such task completed but not paid prior to said termination. Authority shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days’ written notice to Authority only in

the event of substantial failure by Authority to perform in accordance with the terms of this Agreement through no fault of Consultant.

22. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the Authority's Attorneys in enforcing this Agreement on behalf of the Authority shall be considered as "attorneys' fees" for the purposes of this Agreement.

23. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the Authority's representative, regarding any services rendered under this Agreement at no additional cost to Authority. In the event that an error or omission attributable to Consultant's services occurs, Consultant shall, at no cost to Authority, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the Authority and to participate in any meeting required with regard to the correction.

24. Prohibited Employment. Consultant shall not employ any current employee of Authority to perform the work under this Agreement while this Agreement is in effect.

25. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

26. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Authority.

27. Organization. Consultant shall assign David Peterson as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Authority.

28. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

29. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

AUTHORITY:

March Inland Port Airport Authority

CONSULTANT:

David Peterson Abatement Services

17405 Heacock Street
Moreno Valley, CA 92551
Attn: Chief Executive Officer

15784 Washington Street
Riverside, CA 92504-5963
Attn: David Peterson

30. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and the Consultant.

31. Equal Opportunity Employment. Consultant 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.

32. Entire Agreement. This Agreement, including Exhibit "A," represents the entire understanding of Authority and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

33. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

34. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Authority. Any attempted assignment without such consent shall be invalid and void.

35. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

37. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

38. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

39. Authority's Right to Employ Other Consultants. Authority reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

40. Prohibited Interests. Consultant warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 official, 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.

41. 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.

42. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

43. Electronic Signatures. 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 FOR VENDOR SERVICES AGREEMENT
BETWEEN THE MARCH INLAND PORT AIRPORT AUTHORITY
AND DAVID PETERSON ABATEMENT SERVICES, LLC**

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

**MARCH INLAND PORT AIRPORT
AUTHORITY**

**DAVID PETERSON ABATEMENT
SERVICES, LLC**

APPROVED BY:

Grace I. Martin, DPPD
Chief Executive Officer

Signature

Name

ATTESTED BY:

Authority Clerk

Title

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

1. Scope of Services

Consultant shall provide professional falconry, wildlife hazard mitigation, and bird abatement services at March Inland Port Airport and related Authority properties ("Project Site"). Services shall be performed in a manner consistent with all applicable Federal Aviation Administration ("FAA") guidelines, California Department of Fish and Wildlife regulations, and industry standards applicable to airport wildlife hazard management.

Consultant's services shall include, but not be limited to, the following:

A. Wildlife Abatement Operations

- i. Deployment and handling of trained dogs and/or trained raptors for the purpose of dispersing, deterring, and mitigating nuisance and hazardous bird activity at the Project Site.
- ii. Active monitoring and harassment of wildlife species that may pose risks to aircraft operations, airport personnel, tenants, or facilities.
- iii. Routine patrols of designated operational areas, including drainage areas, landscaped areas, and other locations identified by the Authority.
- iv. Response to wildlife activity reports or requests for service from Authority personnel.

B. Coordination and Compliance

- i. Coordination with Authority personnel and airport operations staff regarding scheduling, site access, and operational restrictions.
- ii. Compliance with all applicable airport security requirements, safety procedures, FAA regulations, and wildlife management protocols.
- iii. Maintenance of all licenses, permits, certifications, and approvals required by federal, state, and local agencies for performance of the services.
- iv. Immediate notification to the Authority of any incident, injury, escaped bird, property damage, operational disruption, or regulatory issue arising from Consultant's operations.

C. Reporting Requirements

Consultant shall provide written activity reports to the Authority on a monthly basis, at minimum, which shall include:

- Dates and times of Service;

- Locations serviced;
- Species observed and dispersed;
- Notable wildlife activity;
- Incidents or safety concerns;
- Recommendations for mitigation measures, if applicable; and
- Hours worked during the report period.

The Authority may request additional reporting related to specific wildlife incidents or operational concerns.

D. Personnel and Equipment

Consultants shall provide all labor, trained birds, transportation, handling equipment, radios, safety gear, and operational materials necessary to perform the services.

Consultant shall ensure all personnel are properly trained and qualified to perform airport wildlife abatement services.

Consultant shall maintain all birds used in performance of the services in compliance with applicable animal welfare and permitting requirements.

2. Schedule and Availability

Services shall be performed on an as-needed basis as directed by the Authority. Consultant shall coordinate service schedules with the Authority's designated representative.

The Authority does not guarantee any minimum number of service hours under this Agreement.

3. Compensation

Consultant shall be compensated at the rate of Fifty-Five Dollars (\$55.00) per hour for authorized services performed under this Agreement.

Invoices shall:

- Identify dates of service,
- Provide a description of work performed,
- Identify personnel performing the work,
- State hours worked, and
- Include any supporting documentation reasonably requested by the Authority.

No travel time, standby time, equipment charges, mileage, per diem, or additional expenses shall be reimbursed unless expressly approved in writing by the Authority in advance.

4. Additional Services

Any services outside the scope described herein must be approved in writing by the Authority prior to performance and may require a written amendment to the Agreement.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: June 3, 2026

Action: **APPROVE THE OPENING OF A NEW ACCOUNT WITH CITIZENS BUSINESS BANK DUE TO THE INSTITUTION’S PUBLIC AGENCY BANKING SERVICES, ACCESSIBILITY AND ABILITY TO SUPPORT THE MARCH INLAND PORT AIRPORT AUTHORITY’S OPERATIONAL AND GRANT ADMINISTRATION NEEDS, AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE APPROPRIATE FORMS AS NEEDED**

Motion: Move to approve the opening a new account with Citizens Business Bank due to the institution’s public agency banking services, accessibility, and ability to support the March Inland Port Airport Authority’s operational and grant administration needs, and authorize the Chief Executive Officer to execute the appropriate forms as needed.

Background:

The March Inland Port Airport Authority periodically applies for and receives federal grant funding for airport operations, infrastructure improvements, capital projects, and related aviation programs. Certain federal grant programs require grant recipients to maintain segregated accounts for the receipt and administration of grant funds to ensure accountability, transparency, and compliance with federal financial management requirements.

Staff has identified the need to establish a dedicated bank account to facilitate the efficient administration, tracking, reporting, and auditing of current and future federal grant funds. Establishing a separate account will assist the Authority in maintaining proper internal controls and ensuring compliance with applicable federal grant requirements and auditing standards.

The proposed bank account will be used exclusively for federal grant-related transactions, including the receipt of grant reimbursements, payment of eligible project expenditures, and associated financial reporting activities.

Opening a dedicated account for federal grants will provide the following benefits:

- Improved segregation and tracking of grant funds;

- Enhanced transparency and audit readiness;
- Streamlined reconciliation and reporting processes;
- Strengthened internal financial controls; and
- Compliance with applicable federal grant management requirements.

The account will be administered in accordance with the Authority’s existing financial policies and procedures. Authorized signatories and account controls will be established consistent with current Commission-approved banking and fiscal management practices.

Fiscal Impact

There is no significant fiscal impact associated with opening the proposed bank account. Any applicable banking fees will be absorbed within the Authority’s existing operating budget and may be eligible for reimbursement under applicable federal grant programs, where permitted.

Environmental Review

The proposed action is not a project under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15378 because it constitutes an administrative and fiscal activity that will not result in a direct or indirect physical change in the environment.

Recommendation

Staff recommends opening a new account with Citizens Business Bank due to the institution’s public agency banking services, accessibility, and ability to support the March Inland Port Airport Authority’s operational and grant administration needs.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: June 3, 2026

Report/Action: **APPROVE AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN MARCH AIR RESERVE BASE (MARB) AND MARCH INLAND PORT AIRPORT AUTHORITY (MIPAA) TO ALLOW AN EXTENSION OF TIME ON THE AGREEMENT AND AUTHORIZE THE CHAIR OF THE COMMISSION TO EXECUTE THE AGREEMENT**

Motion: Move to approve Amendment No. 2 to the Memorandum of Agreement (MOA) between March Air Reserve Base (MARB) and March Inland Port Airport Authority (MIPAA) to allow an extension of time on the agreement and authorize the Chair of the Commission to execute the agreement.

Background:

The Joint Use Agreement (JUA) between the United States Air Force (USAF) and the March Inland Port Airport Authority (MIPAA) was originally executed May 7, 1997. Since that time the JUA has been amended three times. Section 15 of the current 2014 JUA allows the March Air Reserve Base (March ARB) and MIPAA to hold separate negotiations and to enter into a separate written agreement, apart from the JUA, that would allow both parties to proportionally participate in major repair or construction projects that are mutually beneficial to the parties.

On October 7, 2024, March ARB formally submitted a request to engage MIPAA in discussions regarding a cost-sharing agreement that would address major costs incurred by March ARB since 2017 and as it pertains to joint use flying facilities. On November 6th, 2024, the Commission approved a Memorandum of Agreement (MOA) for cost-sharing along with an invoice that reflected MIPAA's proportional share of flying facilities from 2017 through 2023.

The MOA was set to expire on May 30th, 2025. Prior to the expiration of the agreement in May, MARB Vice Commander (Col. Oberoi) reached out to the CEO to request an extension of time on the MOA to September 30th, 2025. This was to allow March ARB staff time to assess any major repairs and construction projects within 2023 and 2024 fiscal years, that may qualify for cost participation by MIPAA under the MOA. On May 8, 2026, MIPAA received an invoice from March ARB for 2023 fiscal year costs. The invoice is currently under review.

Given the lapse in time since the first amendment was executed, staff recommends approval of an amendment to the MOA between March ARB and MIPAA to allow an extension of time to September 30th, 2027, on the agreement, and authorize the Chair of the Commission to execute the agreement.

Attachment(s): MARB/MIPAA Memorandum of Agreement, Amendment No. 2

SECOND AMENDMENT
TO
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES AIR FORCE
AND
MARCH INLAND PORT AIRPORT AUTHORITY
FOR

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

Agreement Number: 452AMW2025_MOA134

This is an amendment to the current MOA between the Parties. The Parties agree to modify the MOA as follows (modified language in **boldface**):

6.3 EXPIRATION DATE. This MOA expires on **30 September 2027**, though any payment obligations associated with payment plans under Section 4.1.1.3 shall survive the expiration.

All other terms, provisions, and conditions of the MOA remain unchanged.

AGREED

For the United States Air Force

For the March Inland Port Airport Authority

BRYAN M. BAILEY, Colonel, USAF
Commander
452d Air Mobility Wing

YXSTIAN GUTIERREZ
Chair
March Joint Powers Commission

Date

Date

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (9)

Meeting Date: June 3, 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 March and April 2026 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.

Included in the financials are the quarterly Investment Policy Compliance Statement reports which include the report provided by Citizens Trust for 4th Quarter 2025 and 1st Quarter 2026.

Attachment(s):

1. Financial Status Reports for March and April 2026
2. Fourth Quarter CY 2025 Investment Statement of Compliance Report
3. First Quarter CY 2026 Investment Statement of Compliance Report

March Joint Powers Authority

Balance Sheet General Fund As of March 31, 2026

ASSETS

Cash In Bank	(1,067,748.15)
Petty Cash	300.00
Investment Account	8,329,755.98
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	321,999.24
Accounts Receivable - Leases	1,145,147.91
Loans Receivable	1,913,926.60
MJPUA Loan Receivable	450,000.00
Due From Other Funds	676,675.74
Insurance Deposits	1,283.00

Total Assets \$ 29,590,507.76

LIABILITIES

Accounts Payable	51,253.86
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	1,145,147.91

Total Liabilities 6,947,244.11

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	25,112,121.75
Change in Fund Balance for the month ending March 31, 2026	<u>(2,468,858.10)</u>
Ending Fund Balance, March 31, 2026	<u>22,643,263.65</u>

Total Liabilities and Fund Balance \$ 29,590,507.76

March Joint Powers Authority

Balance Sheet Meridian LLMD # 1 – Fund 120 As of March 31, 2026

ASSETS

Cash In Bank	\$ 1,792,470.88
Accounts Receivable	<u>25,491.22</u>
Total Assets	<u><u>\$ 1,817,962.10</u></u>

LIABILITIES

Accounts Payable	50,508.50
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>7,193.17</u>
Total Liabilities	<u>64,632.47</u>

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	1,832,827.03
Change in Fund Balance for the month ending March 31, 2026	<u>(79,497.40)</u>
Ending Fund Balance, March 31, 2026	<u>1,753,329.63</u>
Total Liabilities and Fund Balance	<u><u>\$ 1,817,962.10</u></u>

March Joint Powers Authority

Balance Sheet March Lifecare Campus CFD 2013 – Fund 140 As of March 31, 2026

ASSETS

Cash In Bank	\$	50,630.91
Accounts Receivable		39,069.02
Allowance for Doubtful Account		(38,721.27)
Accounts Receivable, Net		<u>347.75</u>

Total Assets \$ 50,978.66

LIABILITIES

Payroll Liabilities 25,249.48

Total Liabilities 25,249.48

FUND BALANCE

Fund Balance, Beginning of Fiscal Year 56,127.56
Change in Fund Balance for the month ending March 31, 2026 (30,398.38)

Ending Fund Balance, March 31, 2026 25,729.18

Total Liabilities and Fund Balance \$ 50,978.66

March Joint Powers Authority

Balance Sheet Green Acres Enterprise Fund – Fund 300 As of March 31, 2026

ASSETS

Cash In Bank	\$ 1,758,779.87
Investment Account	3,442,343.28
Land and Buildings	16,366,612.83
Infrastructure	707,189.00
Equipment	59,514.25
Deferred Outflows - Pension	136,219.24
Deferred Outflows - OPEB	28,729.00
Accumulated Depreciation	<u>(10,608,999.67)</u>
 Total Assets	 <u><u>\$ 11,890,387.80</u></u>

LIABILITIES

Accounts Payable	143,459.74
Payroll Liabilities	145,331.22
Security Deposits	181,111.71
Net Pension Liability	369,033.96
Compensated Absences	74,396.67
Deferred Inflows - Pension	9,868.48
Deferred Inflows - OPEB	<u>24,810.00</u>
 Total Liabilities	 <u>964,368.50</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	11,023,852.52
Change in Fund Balance for the month ending March 31, 2026	<u>(97,833.22)</u>
 Ending Fund Balance, March 31, 2026	 <u>10,926,019.30</u>
 Total Liabilities and Net Position	 <u><u>\$ 11,890,387.80</u></u>

March Joint Powers Authority

**Balance Sheet
Repairs & Maintenance – Fund 301
As of March 31, 2026**

ASSETS

Cash In Bank	\$ 499,721.72
Total Assets	<u>\$ 499,721.72</u>

LIABILITIES

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

FUND BALANCE

Net Position, Beginning of Fiscal Year	428,579.07
Change in Fund Balance for the month ending March 31, 2026	<u>71,142.65</u>
Ending Fund Balance, March 31, 2026	<u>499,721.72</u>
Total Liabilities and Net Position	<u>\$ 499,721.72</u>

March Joint Powers Authority

Balance Sheet RORF Fund – Fund 750 As of March 31, 2026

ASSETS

Cash In Bank	2,339,693.83
Accounts Receivable	<u>-</u>
Total Assets	<u>\$ 2,339,693.83</u>

LIABILITIES

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

FUND BALANCE

Net Position, Beginning of Fiscal Year	2,709,281.43
Change in Fund Balance for the month ending March 31, 2026	<u>(369,587.60)</u>
Ending Fund Balance, March 31, 2026	<u>2,339,693.83</u>
Total Liabilities and Net Position	<u>\$ 2,339,693.83</u>

March Joint Powers Authority

Balance Sheet Debt Service Fund – Fund 740 As of March 31, 2026

ASSETS

Cash In Bank	\$ 739,303.45
Deferred Charge on Refunding	5,862,820.89
Prepaid Bond Insurance	<u>197,951.74</u>
Total Assets	<u>\$ 6,800,076.08</u>

LIABILITIES

Interest Payable	434,309.90
Bonds Payable - Series 2016A	25,600,000.00
Bonds Premium - Series 2016A	2,798,495.00
Due to Other Funds	<u>676,675.74</u>
Total Liabilities	<u>29,509,833.14</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	(23,447,604.24)
Change in Fund Balance for the month ending March 31, 2026	<u>737,847.18</u>
Ending Fund Balance, March 31, 2026	<u>(22,709,757.06)</u>
Total Liabilities and Net Position	<u>\$ 6,800,076.08</u>

March Joint Powers Authority

Balance Sheet General Fund As of April 30, 2026

ASSETS

Cash In Bank	(1,221,379.41)
Petty Cash	300.00
Investment Account	8,329,755.98
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	334,661.77
Accounts Receivable - Leases	1,145,147.91
Loans Receivable	1,913,926.60
MJPUA Loan Receivable	450,000.00
Due From Other Funds	676,675.74
Insurance Deposits	1,283.00

Total Assets \$ 29,449,539.03

LIABILITIES

Accounts Payable	47,885.95
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	1,145,147.91

Total Liabilities 6,943,876.20

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	25,112,121.75
Change in Fund Balance for the month ending April 30, 2026	(2,606,458.92)

Ending Fund Balance, April 30, 2026 22,505,662.83

Total Liabilities and Fund Balance \$ 29,449,539.03

March Joint Powers Authority

Balance Sheet Meridian LLMD # 1 – Fund 120 As of April 30, 2026

ASSETS

Cash In Bank	\$ 1,792,470.88
Accounts Receivable	<u>25,491.22</u>
Total Assets	<u>\$ 1,817,962.10</u>

LIABILITIES

Accounts Payable	50,508.50
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>7,193.17</u>
Total Liabilities	<u>64,632.47</u>

FUND BALANCE

Fund Balance, Beginning of Fiscal Year	1,832,827.03
Change in Fund Balance for the month ending April 30, 2026	<u>(79,497.40)</u>
Ending Fund Balance, April 30, 2026	<u>1,753,329.63</u>
Total Liabilities and Fund Balance	<u>\$ 1,817,962.10</u>

March Joint Powers Authority

Balance Sheet March Lifecare Campus CFD 2013 – Fund 140 As of April 30, 2026

ASSETS

Cash In Bank	\$	50,630.91
Accounts Receivable		39,069.02
Allowance for Doubtful Account		(38,721.27)
Accounts Receivable, Net		<u>347.75</u>
 Total Assets	 \$	 <u>50,978.66</u>

LIABILITIES

Payroll Liabilities		<u>25,249.48</u>
 Total Liabilities		 <u>25,249.48</u>

FUND BALANCE

Fund Balance, Beginning of Fiscal Year		56,127.56
Change in Fund Balance for the month ending April 30, 2026		<u>(30,398.38)</u>
 Ending Fund Balance, April 30, 2026		 <u>25,729.18</u>
 Total Liabilities and Fund Balance	 \$	 <u>50,978.66</u>

March Joint Powers Authority

Balance Sheet Green Acres Enterprise Fund – Fund 300 As of April 30, 2026

ASSETS

Cash In Bank	\$ 1,612,255.76
Investment Account	3,442,343.28
Land and Buildings	16,366,612.83
Infrastructure	707,189.00
Equipment	59,514.25
Deferred Outflows - Pension	136,219.24
Deferred Outflows - OPEB	28,729.00
Accumulated Depreciation	<u>(10,608,999.67)</u>
Total Assets	<u>\$ 11,743,863.69</u>

LIABILITIES

Accounts Payable	143,459.74
Payroll Liabilities	145,331.22
Security Deposits	181,111.71
Net Pension Liability	369,033.96
Compensated Absences	74,396.67
Deferred Inflows - Pension	9,868.48
Deferred Inflows - OPEB	<u>24,810.00</u>
Total Liabilities	<u>964,368.50</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year	11,023,852.52
Change in Fund Balance for the month ending April 30, 2026	<u>(244,357.33)</u>
Ending Fund Balance, April 30, 2026	<u>10,779,495.19</u>
Total Liabilities and Net Position	<u>\$ 11,743,863.69</u>

March Joint Powers Authority

Balance Sheet
Repairs & Maintenance – Fund 301
As of April 30, 2026

ASSETS

Cash In Bank	\$ 484,671.72
Total Assets	<u>\$ 484,671.72</u>

LIABILITIES

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

FUND BALANCE

Net Position, Beginning of Fiscal Year	428,579.07
Change in Fund Balance for the month ending April 30, 2026	<u>56,092.65</u>
Ending Fund Balance, April 30, 2026	<u>484,671.72</u>
Total Liabilities and Net Position	<u>\$ 484,671.72</u>

March Joint Powers Authority

Balance Sheet RORF Fund – Fund 750 As of April 30, 2026

ASSETS

Cash In Bank	2,339,693.83
Accounts Receivable	<u>-</u>
Total Assets	<u>\$ 2,339,693.83</u>

LIABILITIES

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

FUND BALANCE

Net Position, Beginning of Fiscal Year	2,709,281.43
Change in Fund Balance for the month ending April 30, 2026	<u>(369,587.60)</u>
Ending Fund Balance, April 30, 2026	<u>2,339,693.83</u>
Total Liabilities and Net Position	<u>\$ 2,339,693.83</u>

March Joint Powers Authority

Balance Sheet Debt Service Fund – Fund 740 As of April 30, 2026

ASSETS

Cash In Bank	\$	737,247.20
Deferred Charge on Refunding		5,862,820.89
Prepaid Bond Insurance		<u>197,951.74</u>
Total Assets	\$	<u><u>6,798,019.83</u></u>

LIABILITIES

Interest Payable		434,309.90
Bonds Payable - Series 2016A		25,600,000.00
Bonds Premium - Series 2016A		2,798,495.00
Due to Other Funds		<u>676,675.74</u>
Total Liabilities		<u>29,509,480.64</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year		(23,447,604.24)
Change in Fund Balance for the month ending April 30, 2026		<u>736,143.43</u>
Ending Fund Balance, April 30, 2026		<u>(22,711,460.81)</u>
Total Liabilities and Net Position	\$	<u><u>6,798,019.83</u></u>

**March Joint Powers Authority
Investment Quarterly Report
General Fund
March 31, 2026**

<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	\$ 598,192.51	\$ 598,192.51	
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/12/2021	5/12/2026	\$ 100,000.00	\$ 99,691.00	
	FEDERAL HOME LOAN BANK	0.900%	3130ANJT8	08/26/2021	8/26/2026	\$ 219,835.00	\$ 217,377.60	
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	9/30/2026	\$ 50,000.00	\$ 49,334.00	
	FEDERAL HOME LOAN BANK	4.050%	3130B9C40	01/29/2026	1/22/2031	\$ 225,000.00	\$ 223,155.00	
	FEDERAL HOME LOAN BANK	4.900%	3130B0TE9	04/10/2024	4/10/2028	\$ 200,000.00	\$ 200,058.00	
	FEDERAL HOME LOAN BANK	4.150%	3130B3BV4	10/15/2024	10/15/27-2026	\$ 348,967.50	\$ 350,056.00	
US Government Agency	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	03/25/2025	9/25/2028	\$ 400,000.00	\$ 399,788.00	
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	04/16/2025	10/16/2028	\$ 199,760.00	\$ 199,128.00	
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/02/2025	10/2/2028	\$ 1,350,000.00	\$ 1,343,722.50	
	FEDERAL HOME LOAN MORTGAGE CORP	4.030%	3134HAPK3	10/10/2024	10/10/2029-2026	\$ 148,485.00	\$ 149,169.00	
	FEDERAL HOME LOAN MORTGAGE CORP	3.750%	3134HB2B6	10/22/2025	7/21/2028	\$ 498,900.00	\$ 495,990.00	
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.000%	3136GAKR9	07/23/2025	7/21/28-2026	\$ 348,670.00	\$ 349,359.50	
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.100%	3136GALL1	08/05/2025	8/5/30-2026	\$ 350,000.00	\$ 348,015.50	
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3.820%	3136GC5D3		11/13/2029	\$ 249,750.00	\$ 249,090.00	
	Total US Government Agency						\$ 4,689,367.50	\$ 4,673,934.10
							\$ 4,689,367.50	\$ 4,673,934.10
Total Fixed Income `							\$ 5,287,560.01	\$ 5,272,126.61

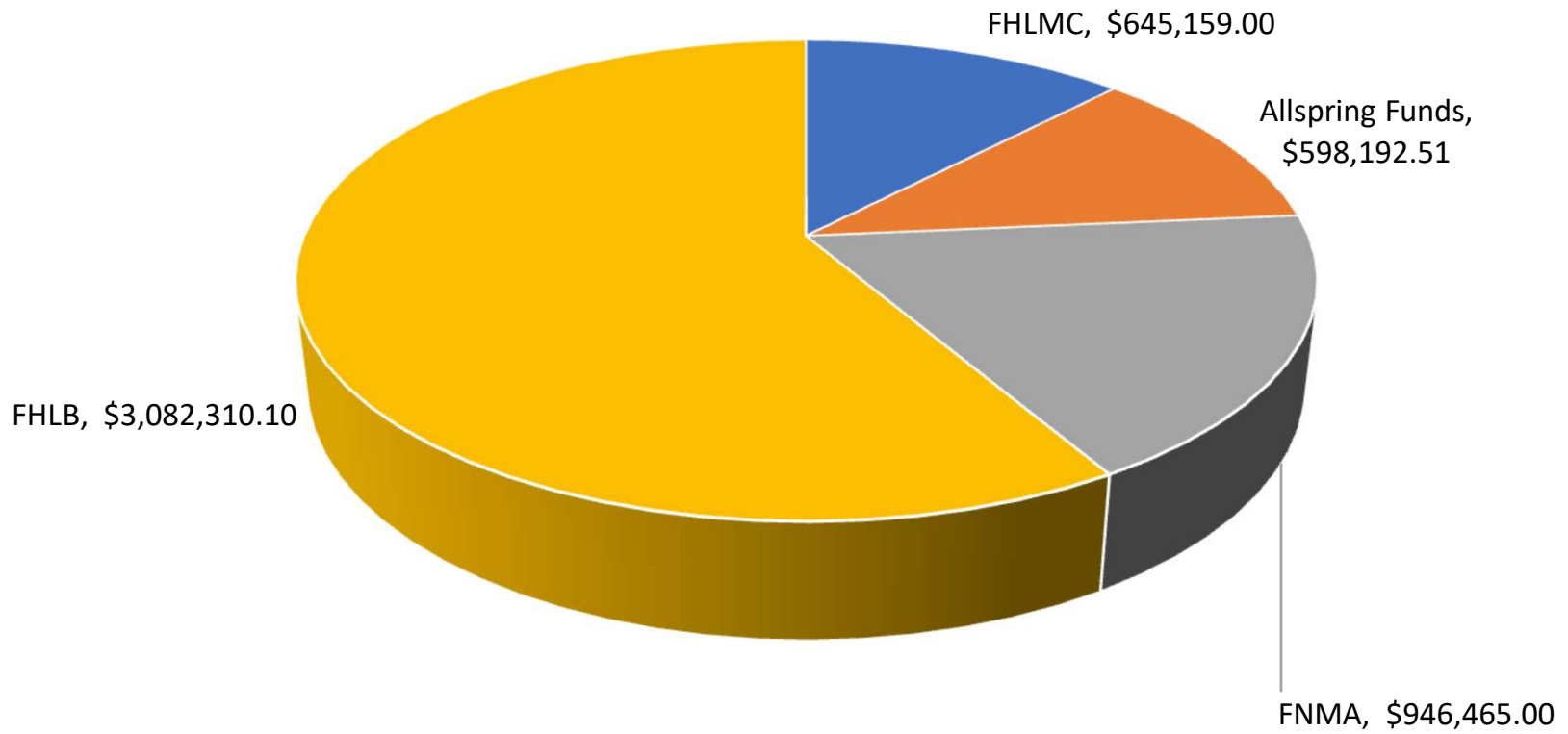
Total Assets

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
March 31, 2026**



**March Joint Powers Authority
Investment Quarterly Report
Green Acres Fund
March 31, 2026**

<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	\$ 278,361.31	\$ 278,361.31
Fixed Income							
US Government Agency							
	FEDERAL HOME LOAN MORTGAGE CORP	4.030%	3134HAPK3	10/10/2024	10/10/2029	\$ 49,495.00	\$ 49,723.00
	FEDERAL HOME LOAN MORTGAGE CORP	3.750%	3134HB2B6	10/22/2025	10/15/2029	\$ 99,780.00	\$ 99,198.00
	FEDERAL HOME LOAN BANK	4.050%	3130B9C40	01/29/2026	1/22/2031	\$ 75,000.00	\$ 74,385.00
	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	03/25/2025	09/25/2028	\$ 200,000.00	\$ 199,894.00
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	04/16/2025	10/16/2028	\$ 49,940.00	\$ 49,782.00
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/02/2025	10/02/2028	\$ 650,000.00	\$ 646,977.50
	FEDERAL HOME LOAN BANK	4.150%	3130B3BV4	10/15/2024	10/15/2027	\$ 199,410.00	\$ 200,032.00
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/12/2021	05/12/2026	\$ 55,000.00	\$ 54,830.05
	FEDERAL HOME LOAN BANK	0.900%	3130ANJT8	08/26/2021	08/26/2026	\$ 149,887.50	\$ 148,212.00
	FEDERAL HOME LOAN BANK	4.900%	3130B0TE9	04/10/2024	04/10/2028	\$ 100,000.00	\$ 100,029.00
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	09/30/2026	\$ 50,000.00	\$ 49,334.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3.820%	3136GC5D3		11/13/2029	\$ 149,850.00	\$ 149,454.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.000%	3136GAKR9	07/23/2025	07/21/2028	\$ 149,430.00	\$ 149,725.50
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	4.100%	3136GALL1	08/05/2025	08/05/2030	\$ 150,000.00	\$ 149,149.50
	Total US Government Agency					\$ 2,127,792.50	\$ 2,120,725.55
Total Fixed Income						\$ 2,406,153.81	\$ 2,399,086.86

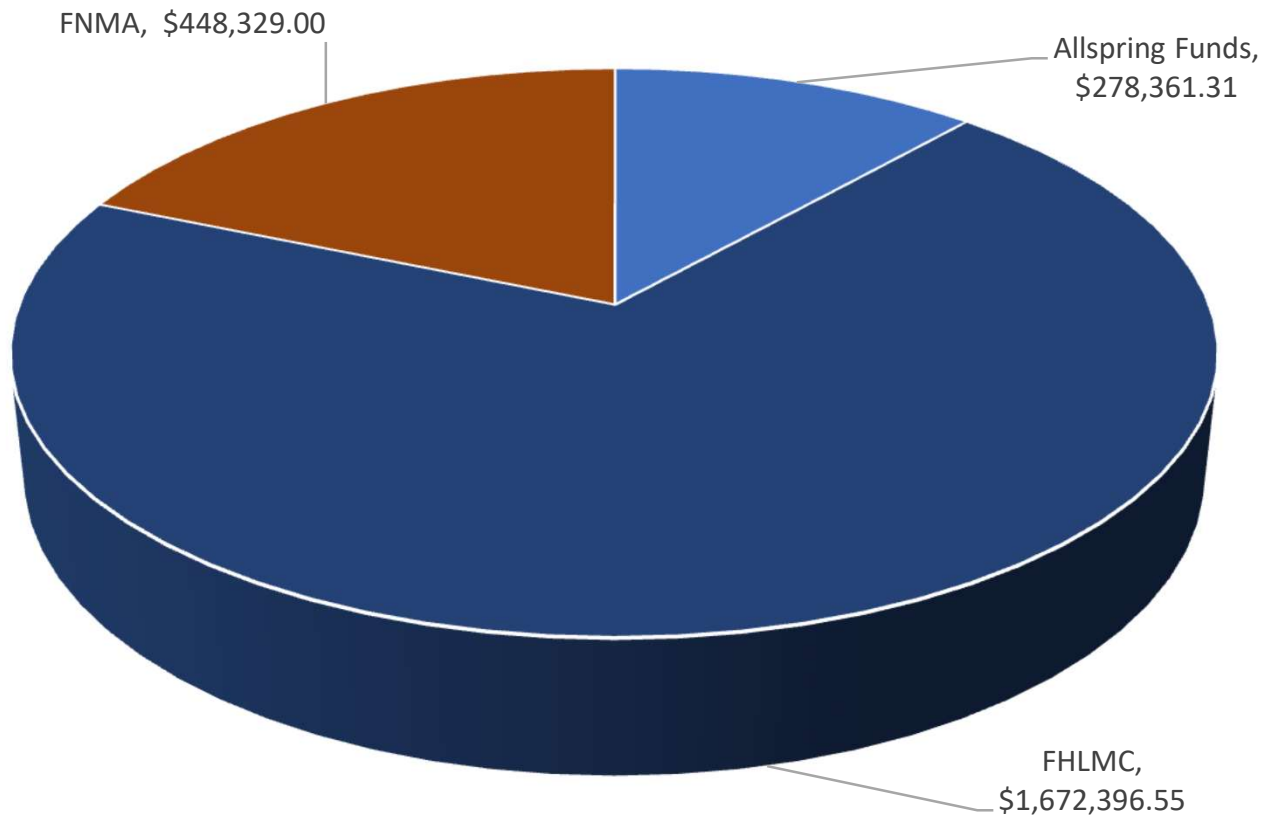
Investment Policy Assertions

- 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
March 31, 2026



March Joint Powers Authority Investment Quarterly Report Pension Reserve Fund March 31, 2026

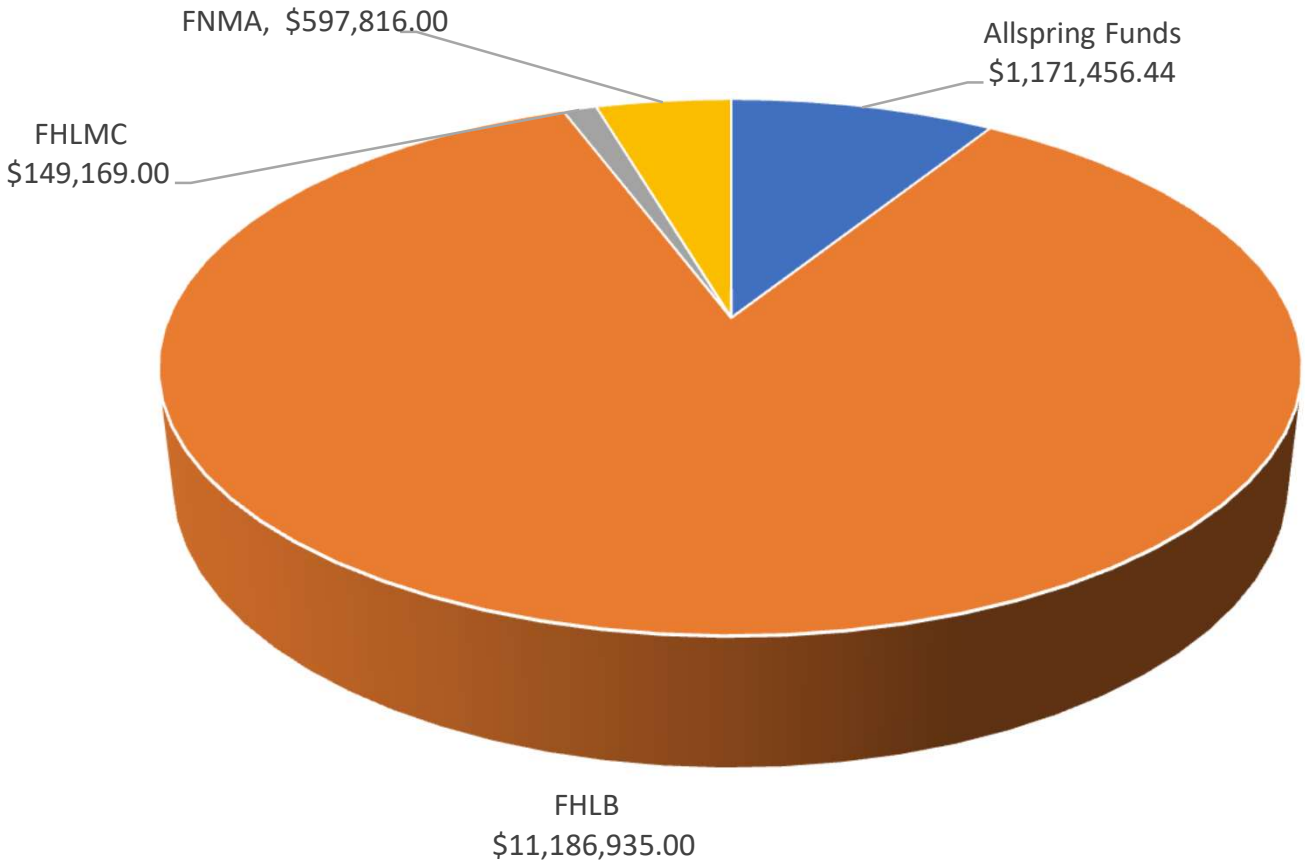
<u>Type</u>	<u>Issuer</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
Cash & Cash Equivalents	ALLSPRING FUNDS TR GOVT MMKT I		94975P405	On going	Open	\$ 1,171,456.44	\$ 1,171,456.44
Fixed Income							
US Government Agency	FEDERAL HOME LOAN BANK	76.000%	3130ALE42	2/25/2021	8/25/2026	\$ 457,750.00	\$ 494,170.00
	FEDERAL HOME LOAN BANK	1.020%	3130APAC9	10/14/2021	10/14/2026	\$ 155,856.00	\$ 167,535.00
	FEDERAL HOME LOAN BANK	4.000%	3130ARJC6	4/14/2022	4/14/27-2023	\$ 994,750.00	\$ 1,002,320.00
	FEDERAL HOME LOAN BANK	4.150%	3130B3BV4	10/15/2024	10/15/2027	\$ 1,495,575.00	\$ 1,500,240.00
	FEDERAL HOME LOAN BANK	4.200%	3130B3FG3	10/25/2024	10/25/2027	\$ 1,500,000.00	\$ 1,499,160.00
	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	3/25/2025	9/25/2028	\$ 700,000.00	\$ 699,629.00
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	4/16/2025	10/16/2028	\$ 149,820.00	\$ 149,346.00
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/2/2025	10/2/2028	\$ 3,700,000.00	\$ 3,682,795.00
	FEDERAL HOME LOAN BANK	3.900%	3130B7WY6	10/2/2025	10/2/2029	\$ 2,000,000.00	\$ 1,991,740.00
	FEDERAL HOME LOAN MORTGAGE CORP	4.030%	3134HAPK3	10/10/2024	10/10/2029	\$ 148,485.00	\$ 149,169.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3.820%	3136GC5D3		11/13/2029	\$ 599,400.00	\$ 597,816.00
	Total US Government Agency					\$ 11,901,636.00	\$ 11,933,920.00
Total Fixed Income						\$ 11,901,636.00	\$ 11,933,920.00
Total Assets						\$ 13,073,092.44	\$ 13,105,376.44

Investment Policy Assertions

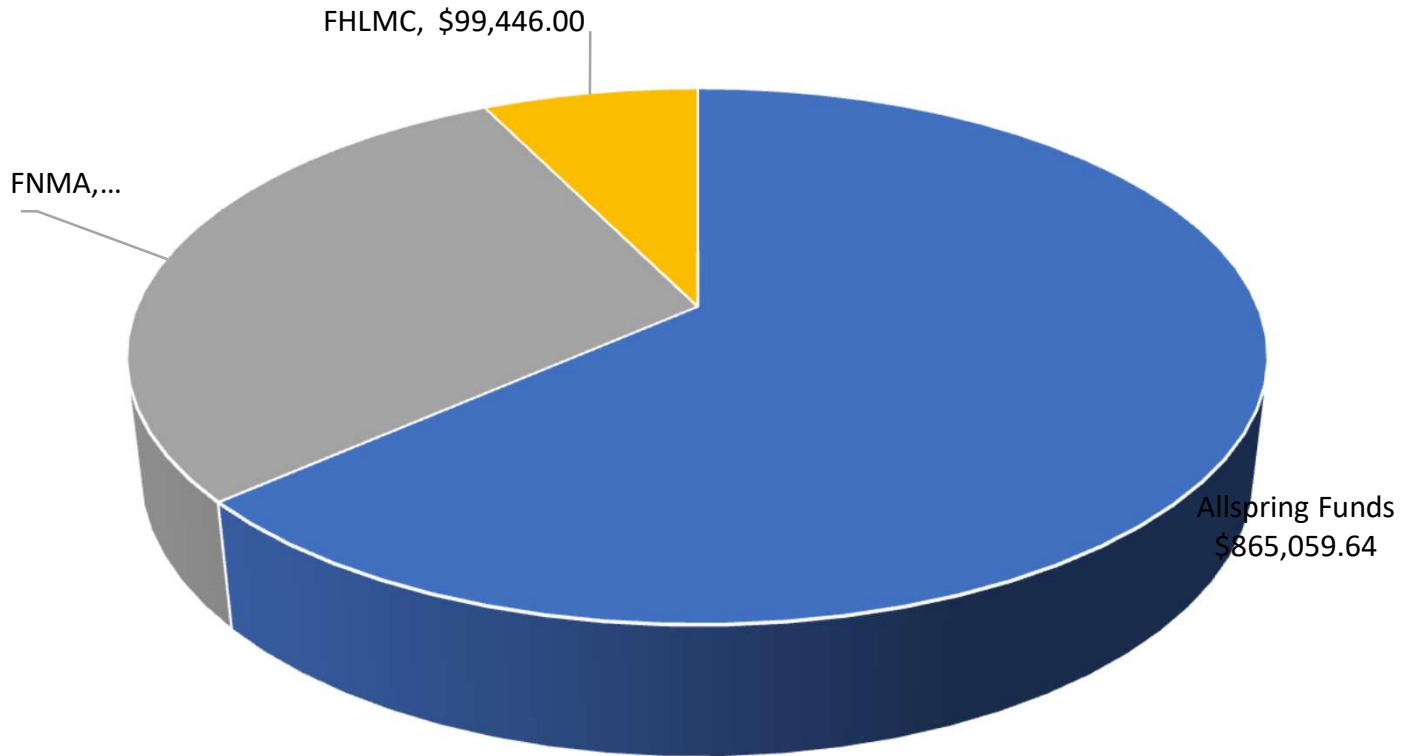
- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr Grace Martin
Executive Director/Treasurer

March Joint Powers Authority
Pension Reserve Fund
March 31, 2026



**March Joint Powers Authority
Meridian Drainage Fund
March 31, 2026**



March Joint Powers Authority Investment Quarterly Report Fire Facilities Fund March 31, 2026

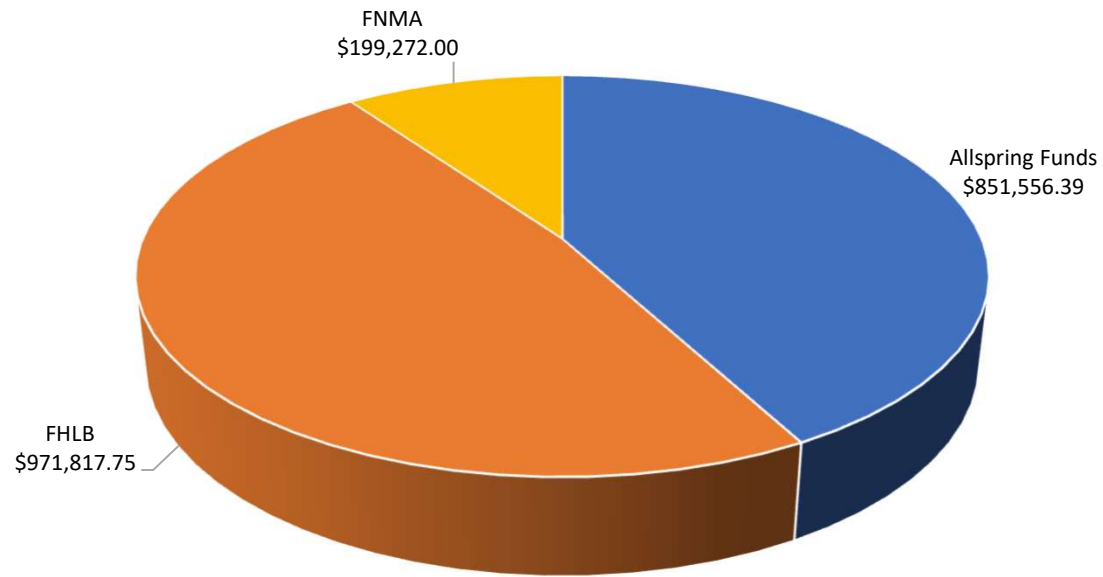
Type	Issuer	Coupon	CUSIP	Purchase Date	Maturity Date	Cost	Market Value
Cash & Cash Equivalents	Allspring Funds		94975P405	On going	Open	\$ 851,556.39	\$ 851,556.39
Fixed Income							
US Government Agency							
	FEDERAL HOME LOAN BANK	4.900%	3130B0TE9	4/10/2024	4/10/2028	\$ 125,000.00	\$ 125,036.25
	FEDERAL HOME LOAN BANK	4.280%	3130B5NF1	3/25/2025	9/25/2028	\$ 200,000.00	\$ 199,894.00
	FEDERAL HOME LOAN BANK	4.000%	3130B5VA3	4/16/2025	10/16/2028	\$ 149,820.00	\$ 149,346.00
	FEDERAL HOME LOAN BANK	3.800%	3130B7WX8	10/2/2025	10/2/2028	\$ 350,000.00	\$ 348,372.50
	FEDERAL HOME LOAN BANK	4.030%	3134HAPK3	10/10/2024	10/10/2029	\$ 148,485.00	\$ 149,169.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3.820%	3136GC5D3		11/13/2029	\$ 199,800.00	\$ 199,272.00
	Total US Government Agency					\$ 1,173,105.00	\$ 1,171,089.75
Total Fixed Income						\$ 1,173,105.00	\$ 1,171,089.75
Total Assets						\$ 2,024,661.39	\$ 2,022,646.14

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
March 31, 2026**



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 JPA (Consolidated 6 Accounts) as of March 31, 2026

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 (10)

Meeting Date: June 3, 2026

Action: **APPROVE MARCH AND APRIL 2026**
DISBURSEMENTS

Motion: Move to approve the check disbursements for the months of March and April 2026 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 March and April 2026 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 March and April 2026 for the March JPA and Green Acres.

Accounts Payable

Checks by Date - Summary by Check Number

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

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
ACH	CabreraU	Ulises Cabrera	03/31/2026		0.00	70.00
ACH	ConderJr	Charles Conder Jr.	03/31/2026		0.00	105.00
ACH	CoronaM	Malcolm Corona	03/31/2026		0.00	35.00
ACH	Delgado	Edward Delgado	03/31/2026		0.00	105.00
ACH	DTS	Daley Technology Systems	03/31/2026		0.00	150.00
ACH	Gutierre	Yxstian Gutierrez	03/31/2026		0.00	70.00
ACH	MedinaJ	Jose Medina	03/31/2026		0.00	70.00
ACH	VargasM	Michael Vargas	03/31/2026		0.00	140.00
3291	FEDEX	FedEx	03/19/2026		0.00	59.70
3292	StaplesA	Staples Business Credit	03/19/2026	VOID	101.63	0.00
3293	Willdan2	Willdan Financial Services	03/19/2026	VOID	2,079.00	0.00
3294	AyalaA	Amelia Ayala	03/19/2026		0.00	1,690.00
3295	RivCntyI	County of Riverside Information Technolog	03/19/2026		0.00	42.29
3296	JMayer	John Mayer	03/19/2026		0.00	211.25
3297	WMWD	Western Municipal Water District	03/19/2026		0.00	1,531.93
3298	Computer	California Computer Options, Inc.	03/19/2026	VOID	746.37	0.00
3299	RobertHa	Robert Half	03/19/2026	VOID	504.83	0.00
1018414	CalifBld	California Building Standards Commission	03/12/2026	VOID	673.20	0.00
1018415	FEDEX	FedEx	03/31/2026		0.00	25.31
1018416	FRONTIER	Frontier Communications	03/31/2026		0.00	208.70
1018417	Miller	Miller & Company P.C.	03/31/2026		0.00	2,423.00
1018418	Million	Million Air, Riverside	03/31/2026		0.00	6.04
1018419	RogersAn	Rogers ,Anderson, Malody & Scott, LLP	03/31/2026		0.00	6,963.80
1018420	RobertHa	Robert Half	03/31/2026		0.00	750.77
1018421	SQUIRE	SQUIRE PATTON BOGGS LLP	03/31/2026		0.00	1,210.00
Report Total (25 checks):					4,105.03	15,867.79

Accounts Payable

Checks by Date - Summary by Check Number

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

<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Void Checks</u>	<u>Check Amount</u>
ACH	SDRMA	SDRMA	03/19/2026	0.00	237.64
ACH	CalPERS	CalPERS	03/31/2026	0.00	3,004.23
3515	STCOMPFD	State Compensation Ins. Fund	03/12/2026	0.00	3,253.91
3516	HARTFORD	THE HARTFORD	03/12/2026	0.00	275.42
3517	STCOMPFD	State Compensation Ins. Fund	03/31/2026	0.00	3,253.91
Report Total (5 checks):				0.00	10,025.11

Accounts Payable

Checks by Date - Summary by Check Number

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

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
3010041	24Hr	24 Hour Express Services, Inc.	03/12/2026		0.00	840.00
3010042	ChristRo	Christianson Roofing	03/12/2026		0.00	2,545.00
3010043	TriCtyP	Tri County Painting Inc.	03/12/2026		0.00	1,497.00
3010044	AyalaA	Amelia Ayala	03/12/2026		0.00	585.00
3010045	SouthCou	South County Pest Control, Inc.	03/12/2026		0.00	69.00
3010046	DunnE	Dunn Edwards Corporation	03/12/2026		0.00	259.41
3010047	Compare	Compare Carpets & Hardfloors Inc.	03/12/2026		0.00	1,721.80
3010048	JMayer	John Mayer	03/12/2026		0.00	211.25
3010049	24Hr	24 Hour Express Services, Inc.	03/19/2026		0.00	332.50
3010050	Automate	Automated Gate Services, Inc.	03/19/2026	VOID	139.00	0.00
3010051	HOMEDE	Home Depot Credit Services	03/19/2026		0.00	1,824.88
3010052	PHILLIPS	Phillips 66-CO./SYNCB	03/19/2026		0.00	314.83
3010053	TriCtyP	Tri County Painting Inc.	03/19/2026		0.00	680.00
3010054	SouthCou	South County Pest Control, Inc.	03/19/2026	VOID	120.00	0.00
3010055	MiracleM	Lone Wolf Enterprises, Inc.	03/19/2026		0.00	2,725.00
3010056	WASTEM	WM Corporate Services, Inc.	03/19/2026		0.00	868.97
3010057	24Hr	24 Hour Express Services, Inc.	03/31/2026		0.00	4,435.00
3010058	WestCoas	West Coast Arborists, Inc	03/31/2026		0.00	4,545.00
3010059	SouthCou	South County Pest Control, Inc.	03/31/2026		0.00	369.00
3010060	Compare	Compare Carpets & Hardfloors Inc.	03/31/2026		0.00	1,765.90
3010061	WMWD	Western Municipal Water District	03/31/2026		0.00	23,083.54
3010062	MARCHUT	March Joint Powers Utility Authority	03/31/2026		0.00	13,015.87
Report Total (22 checks):					259.00	61,688.95

Accounts Payable

Checks by Date - Summary by Check Number

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

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	RobertHa	Robert Half	04/08/2026	0.00	1,884.41
ACH	The20/20	The 20/20 NETWORK	04/08/2026	0.00	3,600.00
ACH	DTS	Daley Technology Systems	04/24/2026	0.00	150.00
ACH	RobertHa	Robert Half	04/24/2026	0.00	322.43
ACH	ConderJr	Charles Conder Jr.	04/30/2026	0.00	245.00
ACH	Delgado	Edward Delgado	04/30/2026	0.00	245.00
ACH	Gutierre	Yxstian Gutierrez	04/30/2026	0.00	245.00
ACH	MedinaJ	Jose Medina	04/30/2026	0.00	35.00
ACH	VargasM	Michael Vargas	04/30/2026	0.00	70.00
1018422	ALTEC	Altec	04/08/2026	0.00	660.86
1018423	BESTBE	Best Best & Krieger, LLP	04/08/2026	0.00	40,537.95
1018424	FEDEX	FedEx	04/08/2026	0.00	10.27
1018425	Minutema	Minuteman Press	04/08/2026	0.00	77.36
1018426	PRINTWR	Print Wear Embroidery Wear	04/08/2026	0.00	23.32
1018427	StaplesA	Staples Business Credit	04/08/2026	0.00	101.63
1018428	Willdan2	Willdan Financial Services	04/08/2026	0.00	2,079.00
1018429	AyalaA	Amelia Ayala	04/08/2026	0.00	1,690.00
1018430	DptCons	Department of Conservation	04/08/2026	0.00	172.90
1018431	RivCntyI	County of Riverside Information Technolog	04/08/2026	0.00	91.43
1018432	Computer	California Computer Options, Inc.	04/08/2026	0.00	1,524.74
1018433	CalifBld	California Building Standards Commission	04/08/2026	0.00	696.60
1018435	BankofAm	Bank Of America	04/23/2026	0.00	261.86
1018436	FEDEX	FedEx	04/24/2026	0.00	46.64
1018437	MGS	M.G.S.	04/24/2026	0.00	2,027.19
1018438	Million	Million Air, Riverside	04/24/2026	0.00	12.10
1018439	MissRepr	Mission Reprographics	04/24/2026	0.00	53.73
1018440	PHILLIPS	Phillips 66-CO./SYNCB	04/24/2026	0.00	566.33
1018441	StaplesA	Staples Business Credit	04/24/2026	0.00	243.12
1018442	UNDER2	Underground Service Alert /SC	04/24/2026	0.00	10.00
1018443	TROPHIES	Kristy Ailport	04/24/2026	0.00	23.49
1018444	HemFen	Hemet Fence Co.	04/24/2026	0.00	2,100.00
1018445	Mariposa	Mariposa Tree Management Inc,	04/24/2026	0.00	62,292.54
1018446	RRSE	Riverside Rubber Stamp & Engraving	04/24/2026	0.00	7.68
1018447	SQUIRE	SQUIRE PATTON BOGGS LLP	04/24/2026	0.00	1,925.00
Report Total (34 checks):				0.00	124,032.58

Accounts Payable

Checks by Date - Summary by Check Number

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

<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Void Checks</u>	<u>Check Amount</u>
ACH	GONZALEZ	Nicolaus Gonzalez	04/30/2026	0.00	802.18
ACH	SDRMA	SDRMA	04/08/2026	0.00	237.64
ACH	CalPERS	CalPERS	04/24/2026	0.00	28,586.58
3518	STCOMPFD	State Compensation Ins. Fund	04/24/2026	0.00	3,253.91
3519	LINCOLN	The Lincoln National Life Insurance Co.	04/24/2026	0.00	1,090.28
2004002	HARTFORD	THE HARTFORD	04/08/2026	0.00	275.42
					<hr/> <hr/>
				Report Total (6 checks):	0.00 34,246.01
					<hr/> <hr/>

Accounts Payable

Checks by Date - Summary by Check Number

User: finance@marchjpa.com
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March Joint Powers Authority
 14205 Meridian Pkwy, Ste. 140
 Riverside, CA 92518
 (951) 656-7000
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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
3010063	Automate	Automated Gate Services, Inc.	04/08/2026	0.00	139.00
3010064	Leafwise	Leafwise Landscape LLC	04/08/2026	0.00	46,005.89
3010065	MGS	M.G.S.	04/08/2026	0.00	6,900.00
3010066	TriCtyP	Tri County Painting Inc.	04/08/2026	0.00	3,780.00
3010067	AllTemp	All Temperature Air	04/08/2026	0.00	3,245.00
3010068	AyalaA	Amelia Ayala	04/08/2026	0.00	585.00
3010069	SouthCou	South County Pest Control, Inc.	04/08/2026	0.00	189.00
3010070	P&SJan	Ismael Padilla & Bonnie Padilla	04/08/2026	0.00	475.00
3010071	24Hr	24 Hour Express Services, Inc.	04/24/2026	0.00	6,187.50
3010072	AllTemp	All Temperature Air	04/24/2026	0.00	2,925.00
3010073	ALTEC	Altec	04/24/2026	0.00	607.21
3010074	Automate	Automated Gate Services, Inc.	04/24/2026	0.00	278.00
3010075	BESTBE	Best Best & Krieger, LLP	04/24/2026	0.00	34,749.50
3010076	Leafwise	Leafwise Landscape LLC	04/24/2026	0.00	14,660.63
3010077	LOWES	Lowe's Business Account	04/24/2026	0.00	280.92
3010078	MGS	M.G.S.	04/24/2026	0.00	141.36
3010079	TriCtyP	Tri County Painting Inc.	04/24/2026	0.00	1,285.00
3010080	WestCoas	West Coast Arborists, Inc	04/24/2026	0.00	3,552.00
3010081	SouthCou	South County Pest Control, Inc.	04/24/2026	0.00	270.00
3010082	DunnE	Dunn Edwards Corporation	04/24/2026	0.00	259.41
3010083	SCE4	Southern California Edison	04/24/2026	0.00	1,474.74
3010084	MiracleM	Lone Wolf Enterprises, Inc.	04/24/2026	0.00	1,125.00
3010085	P&SJan	Ismael Padilla & Bonnie Padilla	04/24/2026	0.00	850.00
3010086	WMWD	Western Municipal Water District	04/24/2026	0.00	30,638.40
3010087	WASTEM	WM Corporate Services, Inc.	04/24/2026	0.00	427.37
Report Total (25 checks):				0.00	161,030.93

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (11)

Meeting Date: June 3, 2026

Action: **RESCIND THE APPROVAL AWARDED ON FEBRUARY 4, 2026 FOR WEED ABATEMENT; AND AWARD OF CONTRACT TO MARIPOSA LANDSCAPES, INC. FOR WEED ABATEMENT SERVICES; AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE CONTRACT**

Motion: Move to rescind the approval awarded on February 4, 2026 for weed abatement; and award of contract to Mariposa Landscapes, Inc. for weed abatement services; and authorize the Chief Executive Officer to execute the contract.

Background:

On December 15, 2025, the March Joint Powers Authority released a Request for Proposals (RFP) for weed abatement services to address ongoing maintenance needs within the JPA Planning Area. The contract includes three (3) weed abatement events between February and October 2026.

On February 4, 2026, the Commission approved the award of a contract to West SWPPP Services as the lowest responsive and responsible bidder. Subsequent to that approval, staff received a timely Letter of Protest from Greenfield Landscaping & Maintenance, Inc. raising concerns regarding the evaluation and award process.

In accordance with the Authority's procurement policies and to ensure fairness, transparency, and compliance with applicable public contracting requirements, staff conducted a comprehensive re-evaluation of all proposals received. This re-evaluation included the application of a formal scoring matrix based on the criteria set forth in the RFP, in order to determine the responsiveness, responsibility, and overall best value to the Authority.

Following the re-evaluation, Mariposa Landscapes, Inc. was determined to be the most qualified proposer and offered the best value pursuant to the requirements outlined by the RFP. Mariposa demonstrated the capability, experience, and resources necessary to successfully perform the required services. Mariposa Landscapes, Inc. has prior experience providing weed abatement services within the JPA's jurisdiction and is well-positioned to ensure continuity of services and timely completion of scheduled work.

The Authority reserves the right to reject any and all proposals, waive minor irregularities, and rescind an award when it is determined to be in the best interest of the Authority. Accordingly, staff finds that the rescission of the prior award is appropriate, supported by the administrative record, and necessary to preserve the integrity of the competitive procurement process.

Staff recommends rescinding the previous award action to West SWPPP Services and approve award to Mariposa Landscapes, Inc. for a contract amount of Ninety Thousand Seventy-Two Dollars (\$90,072). Staff also requests authorization of a 25% contingency amount of Twenty-Two Thousand Five Hundred Eighteen Dollars (\$22,518), to cover any unforeseen costs related to the proposed scope of work.

Attachment(s): Maintenance Services Agreement

MARCH JOINT POWERS AUTHORITY
MAINTENANCE SERVICES AGREEMENT

WEED ABATEMENT SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 3rd day of **June, 2026** 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 **Mariposa Landscapes, Inc.** a California Corporation with its principal place of business at 6232 Santos Diaz Street, Irwindale, CA 91702 (“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 **Weed Abatement** 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 **March JPA Weed Abatement** 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 **weed abatement** services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 4th, 2026 , to June 3, 2027** unless earlier terminated as provided herein.

The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three (3) additional one-year terms. 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 **Dr. Grace Martin, CEO**, 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 Christine Huss, Manager, 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 and Liquidated Damages. 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. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Authority as fixed and liquidated damages, and not as a penalty, the sum of **Five hundred dollars (\$500) per day** for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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 3.2.10.1 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 MINIMUM; and \$2,000,000 aggregate** 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 MINIMUM** 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 MINIMUM** 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 Intentionally Omitted

3.2.14 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.

3.2.15 Work Site.

3.2.15.1 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.

3.2.15.2 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.

3.2.16 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.

3.2.17 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 for a single year shall not exceed the total cost of three Weed Abatement Events and shall not exceed Ninety Thousand and Seventy Two Dollars (\$90,072). Extra Work may be authorized, as described below, and would be subject to review and approval by the Authority Chief Executive Officer.

3.3.2 Payment of Compensation. Contractor shall submit to Authority an itemized statement which indicates work completed and hours of Services rendered by Contractor for each Weed Abatement Event. Only one invoice per Weed Abatement Event will be received and paid. Invoices for trash and debris removal in the Northeast Corner shall be received and processed monthly. The statement(s) shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the 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:

Mariposa Landscapes, Inc.
6232 Santos Diaz Street
Irwindale, CA 91702
Attn:

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 MARIPOSA LANDSCAPES, INC.**

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

MARCH JOINT POWERS AUTHORITY

MARIPOSA LANDSCAPES, INC.

APPROVED BY:

Grace I. Martin, DPPD
Chief Executive Officer

By: _____

Its:

ATTESTED BY:

Cindy Camargo
Authority Clerk

Printed Name:

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

Contractor's License Number

DIR Registration Number

Exhibit A

Scope of Services

PROJECT SCOPE OF SERVICES

MARCH JPA Weed Abatement Services

Be advised that this project includes the weed abatement of all March JPA parcels depicted in **Exhibit 1 and individual Exhibits A-F**, that follow.

All MJPA parcels depicted in the enclosed Exhibits are to be weed abated three times in the next 12 months per the following schedule:

- Abatement #1- June, 2026 through July, 2026
- Abatement #2- October, 2026 through November, 2026
- Abatement #3 – February 2027 through March 2027

March JPA will receive one invoice per weed abatement event for all sites.

Trash and debris is to be removed in all parcels in Exhibit B (only) twice monthly and shall be invoiced monthly.

Extra services awarded shall be invoiced once monthly or when the extra service is completed.

This contract is renewable up to three (3) years with a maximum annual increase equal to the CPI for Riverside County.

The subject project consists of removing weeds in all areas depicted in the 11 following exhibits and described below. Also included is bi-monthly trash and debris removal in all Exhibit B parcels as described below:

Exhibit A- Northwest Quadrant- Upper Plateau

Handwork and mowing weeds 100 feet from the outer boundary of March JPA Upper Plateau as depicted in Exhibit A. This area includes removing weeds around seven (7) storm drain outfall structures. There are three (3) access points to the area.

Handwork and Mowing- 66 Acres

Handwork as much as possible- 300,000 square feet

All bidders be advised that the area depicted by the “green line” on Exhibit A is sensitive habitat and contains nesting Least Bells Vario, February 15 through September 15 of each year. This nesting season coincides with Abatement Event #2 (April 7 through May 16). Weed Abatement Event #2 may only occur with permission from Cal Fire and the Riverside Lands Conservancy. MJPA Staff will assist with the permission process.

Exhibit B- Northeast Corner Lots and Channels

Handwork and mowing in 15 lots and three drainage channels. Note that the three channels are handwork only.

Also, all parcels in Exhibit B must have trash and debris removed every two weeks and invoiced monthly. The MJPA inspector must be notified the day before the trash and debris is removed for verification.

Access to all parcels is from on-site.

Lot #	Size	Lot #	Size	Lot #	Size
1	550,600 SF	6	230,500 SF	11	170,250 SF
2	78.4 Acres	7	312,300 SF	12	623,000 SF
3	671,500 SF	8	80,600 SF	13	560,750 SF
4	622,320 SF	9	78,750 SF	14	350,250 SF
5	97,000 SF	10	100,050 SF	15	360,275 SF
3 Drainage Channels, A, B, and C- 42,000 SF Total					

Exhibit B-2 Cactus Avenue Channel

Mowing and Handwork – 59,000 SF or 1.35 Acres
Access from on-site, not Cactus Avenue.

Exhibit C March Inland Port (Airport) Northern Field

Mowing and Handwork- 2,518,613 SF or 57.59 Acres
Access from the southeast corner access road.

Exhibit D- Heacock Channel (at March Inland Port (Airport))

Mowing and Handwork- 50,400 SF or 1.16 Acres
Access from Heacock Avenue.

Exhibit E-1- Village West Drive to Bundy Avenue-100 Buffer and Krameria Avenue Triangle

Village West Drive to Bundy Avenue 100 Buffer, Mowing and Handwork-292,500 SF or 6.7 Acres
Two access points- Village West Drive and Bundy Avenue.

Krameria Avenue Triangle Mowing and Handwork - 14,240 SF
Access is from Village West Drive.

Exhibit E-2- Van Buren Basins

Mowing and Handwork- 440,232 SF or 10.10 Acres
Access from the northwest corner, on-site.

Exhibit E-3- Opportunity Way Fire Station Site

Mowing and Handwork- 82,605 SF or 1.9 Acres
Access is the up curb from Opportunity Way.

Exhibit F-1- Cactus-Burlington Triangle

Mowing and Handwork- 26,500 SF
Access is up the curb from Cactus Avenue.

Exhibit F-2- Cactus Avenue North Triangle

Mowing and Handwork- 14,500 SF
Access from Innovation Drive.

Exhibit F-3- Freeway Open Space

Mowing and Handwork- 1,530,000 SF or 35.20 Acres
Access from Cactus Avenue

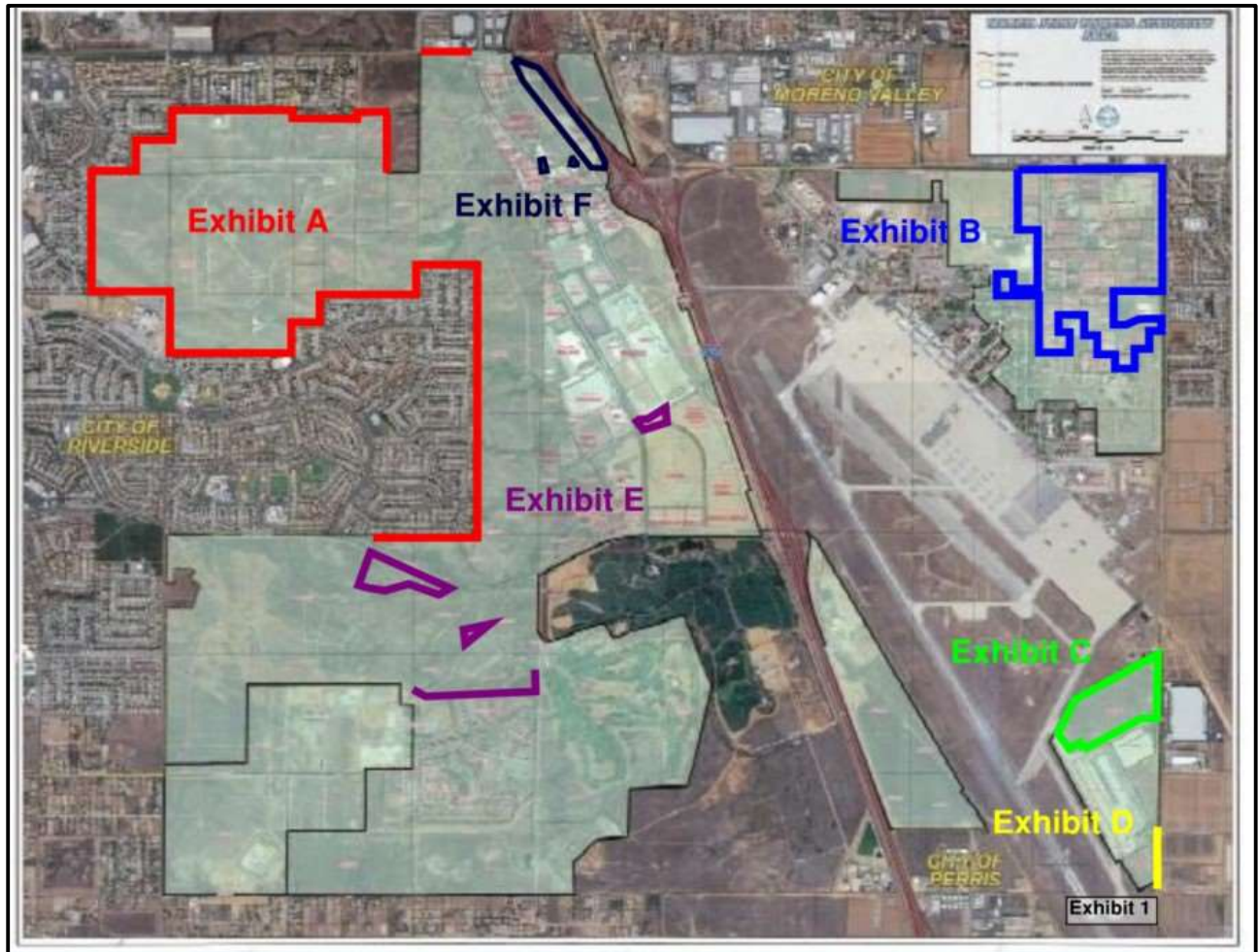


Exhibit 1 March JPA Weed Abatement Sites, A-F

Exhibit B

Schedule of Services

All MJPA parcels depicted in the enclosed Exhibits are to be weed abated three times in the next 12 months per the following schedule:

- Abatement #1 - June, 2026 through July, 2026
- Abatement #2 - October, 2026 through November, 2026
- Abatement #3 – February, 2027 through March 2027

March JPA will receive one invoice per weed abatement event for all sites.

Trash and debris is to be removed in all parcels in Exhibit B (Map) twice monthly and shall be invoiced monthly.

Exhibit C

Compensation

Please See Attached

BID SCHEDULE

MARCH JPA WEED ABATEMENT PROJECT

BIDDER NAME: Mariposa Landscapes, Inc.

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	<u>\$6,025.81</u>	<u>\$18,077.43</u>
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.	Square Feet	300,000	<u>\$639.22</u>	<u>\$1,917.67</u>
3	NORTHEAST CORNER-EXHIBIT B Mowing and Handwork 15 Parcels	Square Feet	8,223,249	<u>\$16,821.67</u>	<u>\$50,465.01</u>
4	MARCH INLAND PORT (AIRPORT) NORTHERN FIELD-EXHIBIT C Mowing and Handwork	Square Feet	2,518,613	<u>\$5,366.53</u>	<u>\$16,099.59</u>
5	HEACOCK CHANNEL AT MARCH INLAND PORT (AIRPORT) - EXHIBIT D Mowing and Handwork	Square Feet	50,400	<u>\$207.39</u>	<u>\$622.17</u>
6	OPPORTUNITY WAY FIRE STATION SITE-EXHIBIT E-1 Mowing and Handwork	Square Feet	82,605	<u>\$676.01</u>	<u>\$2,028.03</u>
7	CACTUS AVENUE-BURLINGTON TRIANGLE-EXHIBIT E-2 Mowing and Handwork	Square Feet	26,500	<u>\$156.47</u>	<u>\$469.41</u>

8	CACTUS AVENUE NORTH TRIANGLE-EXHIBIT E-3 Mowing and Handwork	Square Feet	14,500	<u>\$130.90</u>	<u>\$392.70</u>
BID SCHEDULE TOTALS (BID ITEMS No. 1-8)				\$ 30,024.00	\$ 90,072.00

TOTAL OF BID ITEMS 1-8 IN WORDS for ONE WEED ABATEMENT EVENT

\$Thirty thousand, twenty four dollars.

TOTAL OF BID ITEMS 1-8 IN WORDS for THREE WEED ABATEMENT EVENTS

\$Ninety thousand, seventy two dollars.

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 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: _____

Signature: _____

Name: _____

Title: _____

Date: _____

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (12)

Meeting Date: June 3, 2026

Action: **APPROVE AN EXTENSION OF AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY AND THE COUNTY OF RIVERSIDE AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT EXTENSION**

Motion: Move to approve an Extension of Agreement for Law Enforcement Services between the Joint Powers Commission of the March Joint Powers Authority and the County of Riverside and authorize the Chief Executive Officer to execute the agreement extension.

Background:

In July 2001, the March Joint Powers Authority (“MJPA”) entered into a Law Enforcement Services Agreement (“Agreement”) with the Riverside County Sheriff’s Department (“RCSD”) to support the Authority’s resource protection responsibilities pursuant to the former Caretaker Cooperative Program. The Caretaker Cooperative Program formally ended on September 30, 2002. However, the MJPA has continued the Agreement for patrol services at the same service level since that time, with contract extensions approved in May 2003, April 2007, May 2012, July 2017, and November 2022.

On June 8, 2022, the Commission approved a five-year extension of the Agreement, including amendments establishing a revised expiration date of June 30, 2025, updated mutual indemnification language between the agencies, and revised service rates as approved by the Riverside County Board of Supervisors.

Following the transfer of land use authority to the County of Riverside, the MJPA no longer retained oversight responsibilities for the Meridian Business Park. Nevertheless, RCSD continued to provide patrol services within the area and has continued billing the MJPA for those services. Because RCSD patrol services also included property that remains under MJPA ownership, continuation of the Agreement and payment for such services remain necessary.

The proposed amendment to the Agreement would extend law enforcement services through March 7, 2026.

Attachment(s):

- 1) Extension of Agreement for Law Enforcement Services Between the Joint Powers Commission of the March Joint Powers Authority and the County of Riverside

**FIRST EXTENSION OF AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS
AUTHORITY AND THE COUNTY OF RIVERSIDE**

This First Extension of the AGREEMENT FOR LAW ENFORCEMENT SERVICES (“First Extension”) is effective July 1, 2025, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its RIVERSIDE COUNTY SHERIFF’S OFFICE (“County”) and the JOINT POWERS COMMISSION, on behalf of its MARCH JOINT POWERS AUTHORITY (“JPA”). The County and JPA are individually referred to herein as a "Party", and together as the "Parties".

RECITALS

WHEREAS, on November 8, 2022, the Board of Supervisors approved that certain Agreement for Law Enforcement Services between the Joint Powers Commission of the March Joint Powers Authority and the County of Riverside (“Agreement”) in Minute Order 3.29;

WHEREAS, the Parties executed the Agreement on November 8, 2022;

WHEREAS, the Agreement expired on June 30, 2025, and the County continued to provide services in reasonable reliance on the JPA’s expressed intent to enter into a new agreement for substantially similar services during the pendency of ongoing contract negotiations;

WHEREAS, the JPA has requested a reduction in the level of services to be provided, the County has agreed to cease providing such services, and the Parties hereby desire to ratify and confirm this First Extension, acknowledging that the County continued to perform services on behalf of the JPA pending such cessation; and

WHEREAS, the Parties now desire to extend the Agreement until March 7, 2026.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The Parties hereby agree to extend the Agreement until March 7, 2026.
3. The Effective Date of this First Extension shall be July 1, 2025.
4. Except as otherwise expressly modified herein, all terms and conditions of the Agreement shall remain unmodified and in full force and effect.

5. This First Extension may be signed by the different Parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same First Extension.
6. The Parties may sign in writing or by electronic signature. An electronic signature will be treated and will have the same effect as an original signature.
7. The Parties agree that no rate adjustment invoices will be created for services provided between July 1, 2025 and March 7, 2026.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this First Extension has been executed by the Parties as of the Effective Date.

COUNTY:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Donald Sharp, Undersheriff

Date: _____

JPA:

JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY

By: _____
Dr. Grace Martin, Chief Executive Officer

Date: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

Amrit P. Dhillon
Deputy County Counsel

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (13)

Meeting Date: June 3, 2026

Action: **ADOPT RESOLUTION JPA 26-07 APPROVING THE 2026 MARCH JOINT POWERS AUTHORITY LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Motion: Move to adopt Resolution JPA 26-07 approving the 2026 March Joint Powers Authority Local Guidelines for implementing the California Environmental Quality Act (CEQA).

Background:

The California Environmental Quality Act (“CEQA”), as contained in Public Resources Code sections 21000 et seq., is California’s most comprehensive environmental law. It generally requires public agencies to evaluate the environmental effects of their actions before they are taken. CEQA also aims to prevent significant environmental effects from occurring because of agency actions by requiring agencies to avoid or reduce, when feasible, the significant environmental impacts of their decisions. To this end, CEQA requires public agencies to adopt specific objectives, criteria and procedures for evaluating public and private projects that are undertaken or approved by such agencies.

Discussion

MIPAA attorneys, Best, Best & Krieger, have prepared the proposed updated set of Local CEQA Guidelines for 2026 in compliance with CEQA requirements. These Guidelines reflect recent changes in the State CEQA Guidelines and relevant court opinions. These Local CEQA Guidelines also provide instruction and forms for preparing all environmental documents required under CEQA.

Revised Sections

The following sections of the CEQA Guidelines have been revised:

3.12 Exemption for Agricultural Housing Development: A new subsection B(2) was added to Section 3.12 as a result of the passing of Senate Bill 131. CEQA does not apply to an agricultural housing development maintained and operated by a qualified affordable housing organization that meets the requirements set forth in Section 3.12.

3.20 Exemption for Certain Housing Development Projects That Are 20 Ac. or Less in Size
Pursuant to Assembly Bill 130, a new Section 3.20 was added to the Guidelines for qualifying housing development projects that are 20 acres or less in size and meet specific criteria.

3.22 Transit Prioritization Projects

A new subsection (5) was added to Section 3.22 regarding an exemption for a transit prioritization project for the protection, improvement, institution, or increase of microtransit, paratransit, shuttle, bus, ferry, bus rapid transit, or light rail service. Subsection (7) also extends this exemption for a public project for the institution or increase of certain passenger rail services until January 1, 2040. Lastly, this section is revised to extend this exemption for covering transportation-related projects, such as pedestrian and bicycle facilities, transit prioritization projects, public projects located in an urbanized area or urban cluster, and public projects for the construction or maintenance of infrastructure of facilities to charge, refuel or maintain zero-emission public transit until January 1, 2040.

3.23 Transportation Plans, Pedestrian Plans, and Bicycle Transportation Plans

Section 3.23 was revised to exempt from CEQA a transit comprehensive operational analysis, transit route readjustment, or other transit agency route addition, elimination, or modification. For purposes of this section, Section 3.23 was revised to exempt “Transit Comprehensive Operational Analysis”, meaning a plan that redesigns or modifies a transit operator’s or local agency’s public transit service network, including the routing of fixed route and microtransit services.

3.24 Facilities Supporting High-Speed Rail

Section 3.24 was added to exempt from CEQA certain projects that consist of the development, construction, or operation of a heavy maintenance facility for electrically powered high-speed rail if certain conditions outlined in Section 3.24 are met. This section also exempts a project that consists of the development, construction, or modification of a proposed passenger rail station, or design changes to a passenger rail station, for the purpose of serving electrically powered high-speed rail, if certain conditions outlined in Section 3.24 are met.

3.25 Certain Public Park and Trail Projects

Pursuant to Assembly Bill 1139, Section 3.25 was added to exempt any activity or approval necessary for or incidental to planning, design, site acquisition, construction, operation, or maintenance of public park or nonmotorized recreational trail facilities funded in whole or in part by the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clear Air Bond Act of 2024.

3.29 State Funded Community Water Systems

Section 3.29 was added to exempt from CEQA a community water system that is funded pursuant to the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 or the State Water Resources Control Board’s Safe and Affordable Funding for Equity and Resilience program that does not otherwise include any construction activities if the project meets certain criteria outlined in Section 3.29.

3.30 Wildfire Risk Reduction Projects

Pursuant to Senate Bill 131, Section 3.30 was added to exempt certain wildfire risk reduction projects that meet the criteria specified in Section 3.30.

3.31 Wildfire Defensible Space Requirements

Pursuant to Assembly Bill 1455, Section 3.31 was added to exempt from CEQA ordinances, designed by a local agency responsible for fire protection, designating defensible space requirements based on regulations promulgated by the State Board of Forestry and Fire Protection.

3.34 Daycare Centers, Rural Health Clinics, Food Banks, and Advances Manufacturing Facilities

Section 3.34 was added to exempt from CEQA projects that consist exclusively of daycare centers, rural health clinics, food banks, and advanced manufacturing facilities if certain criteria outlined in Section 3.34 are met.

9.03 Streamlined, Ministerial Review for Adaptive Reuse Projects

Pursuant to Assembly Bill 507, Section 9.03 was added to exempt from CEQA an adaptive reuse project that retrofits and repurposes an existing building to create new residential or mixed uses including office conversion projects.

9.04 Housing Development Project Located in Areas of Smaller Populations

Pursuant to Senate Bill 158, Section 9.04 was added to clarify that CEQA does apply to a housing development that is: (1) located in a city with a population of more than 85,000 but less than 95,000, as determined by the 2020 Census, (2) located in a county with a population of more than 440,000 but less than 455,000, as determined by the 2020 Census, (3) a portion of the parcel where the project is located is identified on a United States Fish and Wildlife Service map as freshwater forested or shrub wetland; and (4) a portion of the parcel where the project is located is within a regulatory floodway.

9.14 “Near Miss” Streamlined Housing Development Project

Pursuant to Senate Bill 131, Section 9.14 was added to establish a streamlined CEQA process for housing development projects that narrowly fail to qualify for certain CEQA exemptions due to a single disqualifying condition. In such “near miss” instances, it limits CEQA review to those environmental effects caused solely by that condition, and waives the need for analysis of project alternatives, cumulative impacts, and growth-inducing effects. However, these “near miss” provisions do not apply to projects with multiple disqualifying conditions, or to projects involving distribution centers, oil and gas infrastructure, or on protected lands.

10.03 Administrative Record

Pursuant to Senate Bill 131, Section 10.03(A)(10) was revised to narrow the scope of the administrative record. It clarifies that, with limited exceptions, staff notes and internal agency communications (like emails) are not required to be included in the administrative record if they were not presented to the project’s final decision-making body.

CEQA Document Filing Fees

Effective January 1, 2026, the Department of Fish and Wildlife has increased its fees. For a Negative Declaration or a Mitigated Negative Declaration, the new filing fee is \$3,043.75 (see Section 6.24); for an EIR, the new filing fee is \$4,227.50 (see Section 7.42); and for an environmental document prepared pursuant to a Certified Regulatory Program, the new filing fee is \$1,437.25.

Environmental Impact:

No environmental impact is anticipated from amending the Local CEQA Guidelines. The March Joint Powers Commission adoption of the attached Resolution is not a project under State CEQA Guidelines section 15378 (b)(5) because it involves an administrative activity and would not result in any environmental impacts.

Recommendation:

Staff recommends the Commission adopt Resolution JPA 26-07, approving the 2026 Local Guidelines for Implementing the California Environmental Quality Act (CEQA).

- Attachment(s):**
- 1) Resolution JPA 26-07
 - 2) 2026 Local CEQA Guidelines – located at <https://marchjpa.com/documents-forms/>

RESOLUTION JPA 26-07

A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION AMENDING AND ADOPTING LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUB. RESOURCES CODE §§ 21000 ET SEQ.)

WHEREAS, the California Legislature has amended the California Environmental Quality Act (“CEQA”) (Pub. Resources Code §§ 21000 et seq.), the Natural Resources Agency has amended the State CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000 et seq.), and the California courts have interpreted specific provisions of CEQA; and

WHEREAS, Public Resources Code section 21082 requires all public agencies to adopt objectives, criteria and procedures for (1) the evaluation of public and private projects undertaken or approved by such public agencies, and (2) the preparation, if required, of environmental impact reports and negative declarations in connection with that evaluation; and

WHEREAS, March Joint Powers Authority must revise its local guidelines for implementing CEQA to make them consistent with the current provisions and interpretations of CEQA.

NOW, THEREFORE, BE IT RESOLVED that the March Joint Powers Commission:

SECTION 1. Adopts the “2026 Local Guidelines for Implementing the California Environmental Quality Act,” a copy of which is on file at the offices of the Authority and is available for inspection by the public.

SECTION 2. Repeals all prior actions of the Commission enacting earlier guidelines.

PASSED, APPROVED, AND ADOPTED this 3rd day of June 2026.

Dr. Yxstian Gutierrez, Chair
March Joint Powers Commission

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution JPA 26-07 was adopted by the March Joint Powers Commission at a regular meeting thereof held on June 3, 2026, by the following vote of the Commission:

Ayes:

Noes:

Abstain:

Absent:

Dated: June 3, 2026

Cindy Camargo, Clerk
March Joint Powers Commission

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (14)

Meeting Date: June 3, 2026

Report/Action: **APPROVE AMENDMENT NO. 2 TO THE MAINTENANCE SERVICES AGREEMENT WITH ALPINE AIR CONDITIONING AND HEATING FOR THE GREEN ACRES COMMUNITY AIR CONDITIONING MAINTENANCE SERVICES AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDMENT**

Motion: Move to approve Amendment No. 2 to the Maintenance Services Agreement with Alpine Air Conditioning and Heating for the Green Acres Community maintenance services and authorize the Chief Executive Officer to execute the amendment.

Background:

The March Joint Powers Authority is responsible for the operation and maintenance of 111 historic homes within the Green Acres Community.

On July 1, 2024, a Short Form Services Agreement was executed with Alpine Air Conditioning and Heating to provide HVAC maintenance services for the Green Acres community in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Since execution of the agreement, multiple emergency HVAC service calls have been required due to malfunctioning air conditioning units. The costs associated with these emergency repairs exceeded the original contract amount by Seven Thousand Eight Hundred Dollars (\$7,800).

Staff intends to issue a Request for Proposals (RFP) for ongoing air conditioning and heating services for Green Acres. However, due to the anticipated gap in service coverage during the RFP process, Staff recommends approval of Amendment No. 2 to the Short Form Services Agreement with Alpine Air Conditioning and Heating. The amendment would both ratify the previously completed emergency work and provide an additional budget authority of Twenty-Eight Thousand One Hundred Fourteen Dollars (\$28,114) to allow the vendor to continue providing services during the RFP process and until a new on-call services contractor is selected.

The revised total contract amount would be Sixty Thousand Nine Hundred and Fourteen Dollars (\$60,914).

Attachment(s): 1) Alpine Air Original Agreement

- 2) Amendment No. 1
- 3) Amendment No. 2

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

1. **Parties and Date.** This Agreement is made and entered into this 1st day of July, 2024, by and between the March Joint Powers Authority, a joint powers authority organized under the laws of the State of California with its principal place of business at 14205 Meridian Parkway, #140, Riverside, CA 92518 State of California ("MJPA") and Robert Vernieri, a California sole proprietor, D/B/A Alpine Air Conditioning and Heating, , with its principal place of business at 13455 Stadium Way, Moreno Valley, CA 92555 ("Vendor"). MJPA and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

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

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

4. **Term.** The term of this Agreement shall be from 07/01/2024 to 06/30/2025, unless earlier terminated as provided herein.

5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The total compensation shall be **Twenty Five Thousand Dollars and Zero Cents (\$25,000)** ("Agreement Price"). Any change orders shall be subject to Property Manager's approval. Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the MJPA on a monthly basis. The MJPA shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to the MJPA within thirty (30) days from the last date of Services performed and failure to do so shall result in a waiver of payment from the MJPA.

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

Commercial General Liability Insurance:

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

Automobile Liability:

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

Workers' Compensation:

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

Professional Liability (Errors and Omissions):

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

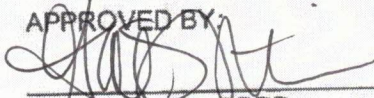
7. **Electronic Signature.** Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

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

MARCH JOINT POWERS AUTHORITY

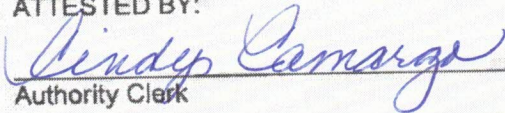
VENDOR

APPROVED BY:



Grace I. Martin, DPPD
Chief Executive Officer

ATTESTED BY:



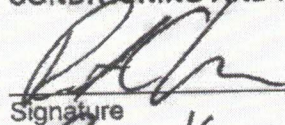
Authority Clerk

APPROVED AS TO FORM:

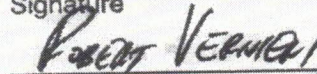


Best Best & Krieger LLP
General Counsel

**ROBERT VERNIERI DBA ALPINE AIR
CONDITIONING AND HEATING**



Signature



Name



Title

EXHIBIT A

TERMS AND CONDITIONS FOR SERVICES

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

SCOPE OF SERVICES; SCHEDULE OF SERVICES

1. SERVICES

As each call is completed, Vendor's service technician will indicate any problems and/or issues found. This information will be outlined in detail on a service report, with a copy left for MJPA's records.

Vendor will perform repair services on an as-needed basis for the 111 units located within Green Acres housing.

Vendor's Services will include, but are not limited to, the following:

Diagnosis, replacement and maintenance of inducer motors
Diagnosis, replacement and maintenance of fan motors
Diagnosis, replacement and maintenance of circuit boards
Diagnosis, replacement and maintenance of run capacitors
Duct Work

EXHIBIT C

COMPENSATION

Service Call \$90.00 per hour
Armstrong 3/5 ton circuit board \$485.00
Armstrong 3/5 ton inducer motor \$530.00
Armstrong 3/5 ton condenser fan motor \$375.00
1 phase contactor \$155.00
40x5 or 60x5 capacitors \$170.00
35-60 amp fuses \$14.95 each
20-30 amp fuses \$13.95 each
Armstrong 3/5 ton indoor fan motor \$440.00
Digital Programmable thermostat \$170.00
1LB of R22 \$140.00
1LB of R410A \$75.00
Armstrong Gas Valves \$480.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2023

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 Progressive Advantage Business Program PO Box 5316 Binghamton, NY 13902	CONTACT NAME: Progressive Advantage Business Program	
	PHONE (A/C, No, Ext): 844-306-4926	FAX (A/C, No):
	E-MAIL ADDRESS: commercialservice@homesite.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Midvale Indemnity Company	
	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED ALPINE AIR CONDITIONING AND HEATING 13455 STADIUM WAY MORENO VALLEY CA 92555	NAIC # 27138	

COVERAGES

CERTIFICATE NUMBER: 33941895400876

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY	N	N	GLP1033786	01/16/2024	01/16/2025	EACH OCCURRENCE	\$1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
							MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,000	
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
OTHER:									
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)		
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)		
<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident)		
<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)		
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE		
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE		
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>									
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N							PER STATUTE	OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A							E. L. EACH ACCIDENT		
(Mandatory in NH)							E. L. DISEASE - EA EMPLOYEE		
If yes, describe under DESCRIPTION OF OPERATIONS below							E. L. DISEASE - POLICY LIMIT		
PROFESSIONAL LIABILITY							OCCURRENCE	AGGREGATE	

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

Heating, Venting and Air Conditioning Services

CERTIFICATE HOLDER

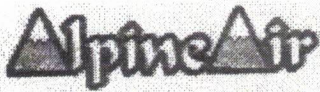
MARCH JOINT POWERS AUTHORITY 14205 MERIDIAN PARKWAY SUITE 140 RIVERSIDE CA 92518

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

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Conditioning and Heating

13455 Stadium Way
Moreno Valley, CA 92555
951-923-5241

January 15, 2022

To Whom It May Concern:

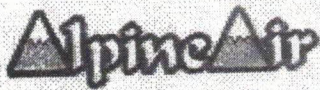
I am writing this to certify that I am self-employed through Alpine Air Conditioning & Heating, a sole proprietorship, and have no employees; therefore, I am not required to carry Workers' Compensation Insurance. Should I employ any person during the course of a contract with March Joint Powers Authority, I shall immediately obtain the required and appropriate Workers' Compensation Insurance and file that certificate of insurance with March Joint Powers Authority.

Please let me know if you need any additional information.

Regards,

A handwritten signature in black ink, appearing to read "R. Vernieri".

Robert Vernieri
Sole Proprietor/Owner



Conditioning and Heating

13455 Stadium Way
Moreno Valley, CA 92555
951-923-5241

Alpine Air Conditioning & Heating has been in business since 1987, when Larry Vernieri opened this small family business. It was run solely by Larry until Robert, his son, joined him in 2002. Together they provided HVAC service repair, installation and maintenance to the public and government entities. In 2014, Larry semi-retired and allowed Robert to run the day-to-day operations, including managing their clients and contracts. Larry fully retired in 2019, when Robert officially took over the company and put it in his name. Since then, Robert has continued to provide the same great service to the public and government.

It should be mentioned that Alpine Air Conditioning and Heating has been providing services to the houses on Green Acres for over 20 years, allowing us to know each home, and the history of the equipment installed. Alpine takes great pride with the work we do for this community and will continue to do so for as long as we can.

Thank you for the opportunity to bid.

Sincerely,

Robert Vernieri
Sole Proprietor/Owner

**AMENDMENT NO. 1 TO
SHORT-FORM SERVICES AGREEMENT
WITH ROBERT VERNIERI, DBA ALPINE AIR CONDITIONING & HEATING**

This Amendment No. 1 to the Short-Form Services Agreement is made and entered into as of June 11, 2025 (“Effective Date”) by and between the March Joint Powers Authority, a California joint powers authority (“MJPA”) and Robert Vernieri, a California sole proprietor, DBA Alpine Air Conditioning and Heating, with its principal place of business at 13455 Stadium Way, Moreno Valley, CA 92555 (“Consultant”). MJPA and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the MJPA and the Consultant have entered into an agreement, dated July 1, 2024, for the purpose of providing heating and air conditioning services to the Green Acres Historical Housing Community as needed. (the “Original Agreement”).

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

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

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

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

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE SHORT-FORM SERVICES AGREEMENT
WITH ROBERT VERNIERI, DBA ALPINE AIR CONDITIONING & HEATING**

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

MARCH JOINT POWERS AUTHORITY

CONSULTANT

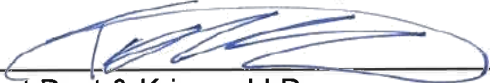
APPROVED BY:



Grace I. Martin, DPPD
Chief Executive Officer

ROBERT VERNIERI, DBA ALPINE AIR
CONDITIONING AND HEATING

APPROVED AS TO FORM:



Best Best & Krieger LLP
General Counsel



Signature

Robert Vernieri
Name

Owner
Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2025

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 & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656 License#: 0H18131 IRONSITE2	CONTACT NAME: Katie McCoy PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: OCCerts@MarshMMA.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C : Westchester Surplus Lines Insurance Co</td> <td>10172</td> </tr> <tr> <td>INSURER D : Crum & Forster Specialty Insurance Co</td> <td>44520</td> </tr> <tr> <td>INSURER E : Underwriters at Lloyd's London</td> <td>55555</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co of Hartford	20478	INSURER B : Valley Forge Insurance Company	20508	INSURER C : Westchester Surplus Lines Insurance Co	10172	INSURER D : Crum & Forster Specialty Insurance Co	44520	INSURER E : Underwriters at Lloyd's London	55555	INSURER F :
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INSURER F :														

COVERAGES

CERTIFICATE NUMBER: 115850457

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
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DED: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	G48645525001	2/1/2025	1/16/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" 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	N	N	7095229907	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ None	N	N	G48646712001 SEO135266 B1881S250898	2/1/2025 2/1/2025 2/1/2025	1/16/2026 1/16/2026 1/16/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A B	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	7095229938 7095229941	1/16/2025 1/16/2025	1/16/2026 1/16/2026	<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)
 RE: Evidence of coverage.

CERTIFICATE HOLDER**CANCELLATION**

March Joint Powers Authority and March Inland Port
 Airport Authority
 14205 Meridian Pkwy, Ste 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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**AMENDMENT NO. 2 TO
SHORT-FORM SERVICES AGREEMENT
WITH ROBERT VERNIERI, DBA ALPINE AIR CONDITIONING & HEATING**

This Amendment No. 2 to the Short-Form Services Agreement is made and entered into as of June 3, 2026 (“Effective Date”) by and between the March Joint Powers Authority, a California joint powers authority (“MJPA”) and Robert Vernieri, a California sole proprietor, DBA Alpine Air Conditioning and Heating, with its principal place of business at 13455 Stadium Way, Moreno Valley, CA 92555 (“Consultant”). MJPA and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the MJPA and the Consultant have entered into an agreement, dated July 1, 2024, for the purpose of providing heating and air conditioning services to the Green Acres Historical Housing Community as needed. (the “Original Agreement”).

B. WHEREAS, the MJPA and the Consultant have entered into an Amendment No. 1 to the Original Agreement, dated June 11, 2025, for the purpose of amending the term of the original agreement.

C. WHEREAS, the Parties now desire to amend the Original Agreement in order to include additional funds for the continued performance of the services in accordance with the compensation provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 2 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

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

2. Compensation. The compensation for services performed pursuant to this Amendment No. 2 shall not exceed **Thirty Five Thousand Nine Hundred Fourteen Dollars (\$35,914)**, thereby increasing the total not to exceed compensation of the Original Agreement to the amount of **Sixty Thousand Nine Hundred Fourteen Dollars and no Cents (\$60,914.00)**. Work shall be performed at the rates set forth in the Original Agreement.

3. Full Force. Except as amended by this Amendment No. 2, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

4. Electronic Transmission. A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 2 TO THE SHORT-FORM SERVICES AGREEMENT
WITH ROBERT VERNIERI, DBA ALPINE AIR CONDITIONING & HEATING**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the Effective Date first herein above written.

MARCH JOINT POWERS AUTHORITY

CONSULTANT

APPROVED BY:

ROBERT VERNIERI, DBA ALPINE AIR
CONDITIONING AND HEATING

Grace I. Martin, DPPD
Chief Executive Officer

APPROVED AS TO FORM:

Signature

Best Best & Krieger LLP
General Counsel

Name

Title

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (15)

Meeting Date: June 3, 2026

Report/Action: **APPROVE AMENDMENT NO. 2 TO THE SHORT FORM SERVICES AGREEMENT WITH MONTGOMERY PLUMBING, INC. FOR THE GREEN ACRES COMMUNITY PLUMBING MAINTENANCE SERVICES AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDMENT**

Motion: Move to approve Amendment No. 2 to the Short Form Services Agreement with Montgomery Plumbing, Inc. for the Green Acres Community plumbing maintenance services and authorize the Chief Executive Officer to execute the amendment.

Background:

The March Joint Powers Authority (“MJPA”) is responsible for the operation and maintenance of 111 historic homes within the Green Acres Community.

On July 1, 2024, the MJPA executed a Short Form Services Agreement with Montgomery Plumbing, Inc. to provide plumbing maintenance and repair services for the Green Acres Community in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000).

Since execution of the Agreement, the Green Acres Community experienced multiple urgent and unforeseen plumbing emergencies requiring immediate response and repair in order to protect residential structures, maintain essential utility services, and prevent further property damage. Due to the age and historic nature of the homes and infrastructure, prompt action was necessary to address significant plumbing failures affecting occupied residences and common systems.

Montgomery Plumbing, Inc. responded to these emergency service calls on an expedited basis and completed the necessary repairs to restore service and mitigate additional damage. As a result of the emergency work performed, total service costs exceeded the original contract amount by Twenty-Eight Thousand Two Hundred Sixty-Two Dollars (\$28,262).

Staff intends to issue a Request for Proposals (RFP) for ongoing plumbing maintenance and repair services for Green Acres. However, due to the anticipated gap in service coverage during the RFP process, Staff recommends approval of Amendment No. 2 to the Short Form Services Agreement with Montgomery Plumbing, Inc. The amendment would both ratify the previously

completed emergency work and provide an additional budget authority of Twenty-Eight Thousand Two Hundred Sixty-Two Dollars (\$28,262) to allow the vendor to continue providing services during the RFP process and until a new on-call services contractor is selected.

Staff recommends approval of Amendment No. 2 to the Short Form Services Agreement with Montgomery Plumbing, Inc. to increase the contract amount to Eighty One Thousand Five Hundred Twenty Four Dollars (\$81,524).

Attachment(s): 1) Montgomery Plumbing, Inc. Original Agreement
 2) Amendment No. 1
 3) Amendment No. 2

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

1. **Parties and Date.** This Agreement is made and entered into this 1st day of July, 2024, by and between the March Joint Powers Authority, a joint powers authority organized under the laws of the State of California with its principal place of business at 14205 Meridian Parkway, #140, Riverside, CA 92518 ("MJPA") and Montgomery Plumbing Inc., a California corporation with its principal place of business at P.O. Box 8048 Moreno Valley CA 92552 ("Vendor"). MJPA and Vendor are sometimes individually referred to herein each as a "Party" and collectively as the "Parties."
2. **Terms and Conditions.** The Parties shall comply with the Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by this reference.
3. **Scope of Services; Schedule.** Vendor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, and superintendence of every nature and all other services and all facilities necessary to execute, complete, and deliver the services as particularly described in the Scope of Services ("Services") attached hereto as Exhibit "B" and incorporated herein by this reference. The Services shall be completed timely and in accordance with the Schedule of Services set forth in Exhibit "B."
4. **Term.** The term of this Agreement shall be from 07/01/2024 to 06/30/2025, unless earlier terminated as provided herein.
5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rates set forth in Exhibit "C", which is attached hereto and incorporated herein by this reference. The total compensation shall be **Twenty Five Thousand Dollars and No Cents (\$25,000.00)** ("Agreement Price"). Any change orders shall be subject to Property Manager's approval. Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the MJPA on a monthly basis. The MJPA shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to the MJPA within thirty (30) days from the last date of Services performed. Failure to do so shall result in a waiver of payment from the MJPA.
6. **Insurance.** In accordance with Section 3 of the Terms and Conditions, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies in a form satisfactory to the MJPA.

Commercial General Liability Insurance:

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

Automobile Liability:

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

Workers' Compensation:

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

Professional Liability (Errors and Omissions):

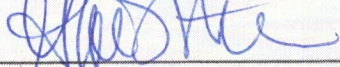
Errors & Omissions liability insurance \$1,000,000 per claim and in the aggregate.

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

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

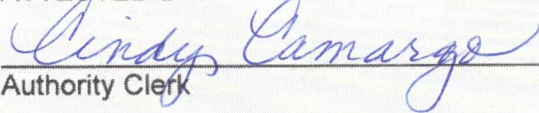
MARCH JOINT POWERS AUTHORITY

APPROVED BY:



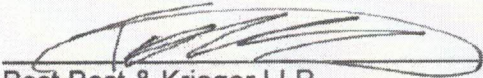
Grace I. Martin, DPPD
Chief Executive Officer

ATTESTED BY:



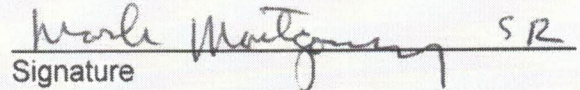
Authority Clerk

APPROVED AS TO FORM:

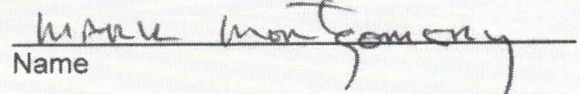


Best Best & Krieger LLP
General Counsel

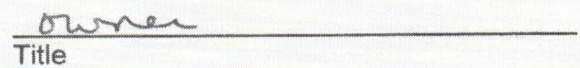
Montgomery Plumbing, Inc



Signature



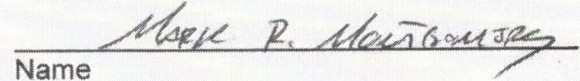
Name



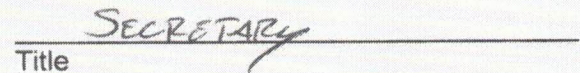
Title



Signature



Name



Title

EXHIBIT A

TERMS AND CONDITIONS FOR SERVICES

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

SCOPE OF SERVICES; SCHEDULE OF SERVICES

Various emergency plumbing repairs as needed including, but not limited to, garbage disposals, main line snakes, main line jettors, miscellaneous drain clogs, toilet augering, camera work, gas line repairs, water line repairs, sewer line repairs.

This contract does not allow for water heater replacements.

EXHIBIT C

COMPENSATION

Items below labor and parts included:

Main Line Snake \$275.00
Main Line Jetter \$650.00
Miscellaneous Drain Clearing \$175.00
Toilet Augering \$140.00
Camera Work \$350.00

All other repairs billed as follows:

Service Call \$140.00 per hour per man
Service Calls on weekends or holidays \$210.00 per hour per man
Parts Extra

**AMENDMENT NO. 1 TO
SHORT-FORM SERVICES AGREEMENT
WITH MONTGOMERY PLUMBING, INC.**

This Amendment No. 1 to the Short-Form Services Agreement is made and entered into as of June 11, 2025 (“Effective Date”) by and between the March Joint Powers Authority, a California joint powers authority (“MJPA”) and Montgomery Plumbing, Inc., a California Corporation, with its principal place of business at P.O. Box 8048, Moreno Valley, CA 92552 (“Consultant”). MJPA and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the MJPA and the Consultant have entered into an agreement, dated July 1, 2024, for the purpose of providing emergency water heater replacements and various emergency plumbing repair services to the Green Acres Historical Housing Community as needed. (the “Original Agreement”).

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

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

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

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

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE SHORT-FORM SERVICES AGREEMENT
WITH MONTGOMERY PLUMBING, INC.**

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

MARCH JOINT POWERS AUTHORITY

CONSULTANT

APPROVED BY:



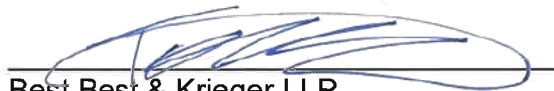
Grace I. Martin, DPPD
Chief Executive Officer

MONTGOMERY PLUMBING, INC.



Signature

APPROVED AS TO FORM:



Best Best & Krieger LLP
General Counsel

Mark L. Montgomery

Name

Owner

Title

**AMENDMENT NO. 2 TO
SHORT FORM SERVICES AGREEMENT
WITH MONTGOMERY PLUMBING, INC.**

This Amendment No. 2 to the Short Form Services Agreement is made and entered into as of June 3, 2026 (“Effective Date”) by and between the March Joint Powers Authority, a California joint powers authority (“MJPA”) and Montgomery Plumbing, Inc., a California Corporation, with its principal place of business at P.O. Box 8048, Moreno Valley, CA 92552 (“Consultant”). MJPA and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the MJPA and the Consultant have entered into an agreement, dated July 1, 2024, for the purpose of providing emergency water heater replacements and various emergency plumbing repair services to the Green Acres Historical Housing Community as needed (the “Original Agreement”).

B. WHEREAS, the MJPA and the Consultant have entered into an Amendment No. 1 to the Original Agreement, dated June 11, 2025, for the purpose of amending the term of the original agreement.

C. WHEREAS, the Parties now desire to amend the Original Agreement in order to include additional funds for the continued performance of the services in accordance with the compensation provisions in the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this Amendment No.2 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

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

2. Compensation. The compensation for services performed pursuant to this Amendment No. 2 shall not exceed **Fifty-Six Thousand Five Hundred Twenty-Four Dollars (\$56,524.00)**, thereby increasing the total not to exceed compensation of the Original Agreement to the amount of **Eighty One Thousand Five Hundred Twenty-Four Dollars (\$81,524.00)**. Work shall be performed at the rates set forth in the Original Agreement.

3. Full Force. Except as amended by this Amendment No. 2, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

4. Electronic Transmission. A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 2 TO THE SHORT FORM SERVICES AGREEMENT
WITH MONTGOMERY PLUMBING, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the Effective Date first herein above written.

MARCH JOINT POWERS AUTHORITY

CONSULTANT

APPROVED BY:

MONTGOMERY PLUMBING, INC.

Grace I. Martin, DPPD
Chief Executive Officer

Mark Montgomery
Owner

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (16)

Meeting Date: June 3, 2026

Report/Action: **APPROVE AMENDMENT NO. 1 TO THE SHORT FORM SERVICES AGREEMENT WITH 24-HOUR EXPRESS SERVICES FOR THE GREEN ACRES COMMUNITY PLUMBING MAINTENANCE SERVICES AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDMENT**

Motion: Move to approve Amendment No. 1 to the Short Form Services Agreement with 24-Hour Express Services for the Green Acres Community plumbing maintenance services and authorize the Chief Executive Officer to execute the amendment.

Background:

The March Joint Powers Authority (“MJPA”) is responsible for the operation and maintenance of 111 historic homes within the Green Acres Community.

On January 12, 2026, the MJPA executed a Short Form Services Agreement with 24-Hour Express Services, Inc. to provide plumbing maintenance and repair services for the Green Acres Community in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000).

Since execution of the Agreement, the Green Acres Community has experienced multiple urgent and unforeseen plumbing emergencies requiring immediate response and repair in order to protect residential structures, maintain essential utility services, and prevent further property damage. Due to the age and historic nature of the homes and infrastructure, prompt action was necessary to address significant plumbing failures affecting occupied residences and common systems.

As a result of the increased service demands, 24-Hour Express Services, Inc. has nearly exhausted the original contract amount, with a remaining balance of \$959.50.

Staff intends to issue a Request for Proposals (RFP) for ongoing plumbing maintenance and repair services for Green Acres. However, due to the anticipated gap in service coverage during the RFP process, Staff recommends approval of Amendment No. 1 to the Short Form Services Agreement with 24-Hour Express Services, Inc. The amendment would provide an additional

budget authority of Twenty Five Thousand Dollars (\$25,000) to allow the vendor to continue providing services during the RFP process and until a new on-call services contractor is selected. The revised total contract amount would be Fifty Thousand Dollars (\$50,000).

Attachment(s): 1) 24-Hour Express Services, Inc. Original Agreement
 2) Amendment No. 1

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

PLUMBING SERVICES

1. **Parties and Date.** This Agreement is made and entered into this 12th day of January, 2026, 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, CA 92551 State of California ("MJPA") and **24-Hour Express Services, Inc.**, a California Corporation, with its principal place of business at 26047 Jefferson Avenue, Suite D, Murrieta, CA 92562 ("Vendor"). MJPA and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

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

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

4. **Term.** The term of this Agreement shall be from January 13, 2026 to January 12, 2027, unless earlier terminated as provided herein.

5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The total compensation shall not exceed **Twenty-Five Thousand Dollars and No Cents (\$25,000.00)** per fiscal year ("Agreement Price"). Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the MJPA on a monthly basis. The MJPA shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to the MJPA within thirty (30) days from the last date of Services performed and failure to do so shall result in a waiver of payment from the MJPA.

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

Commercial General Liability Insurance:

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

Automobile Liability:

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

Workers' Compensation:

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

Professional Liability (Errors and Omissions):

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

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

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

MARCH JOINT POWERS AUTHORITY

24-HOUR EXPRESS SERVICES, INC.

APPROVED BY:



Grace I. Martin, DPPD
Chief Executive Officer

Michael Weimann

Signature

Michael Weimann

Name

Operations Manager


Title

ATTESTED BY:



Authority Clerk

APPROVED AS TO FORM:



Best Best & Krieger LLP
General Counsel

EXHIBIT A

TERMS AND CONDITIONS FOR SERVICES

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

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

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

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

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

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

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

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

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

authority. Notwithstanding the foregoing, the MJPA may still terminate this Agreement in accordance with Section 6.

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

EXHIBIT B

SCOPE OF SERVICES; SCHEDULE OF SERVICES

Various emergency plumbing repairs as needed including, but not limited to garbage disposals, main line snakes, main line jetters, miscellaneous drain clogs, toilet auguring, camera work, gas line repairs, water line repairs, sewer line repairs.

EXHIBIT C
COMPENSATION



24 HOUR EXPRESS SERVICES

PLUMBING, HEATING & AIR SPECIALISTS

General Price Sheet for Plumbing Services – Inland Empire

Sewer & Drain Cleaning:

Cable main sewer line through an accessible cleanout: \$190.00

(For first 100', charge an additional \$1.70 per foot after 100')

Cable main sewer line through toilet closet bend: \$345.00

Cable main sewer line through roof vent: \$375.00

Cable kitchen drain through an accessible cleanout: \$115.00

Cable kitchen drain through pulled p-trap: \$162.50

Cable kitchen drain through roof vent: \$315.00

Cable bathroom sink stoppage: \$115.00 without pulling p-trap, \$162.50 with pulling p-trap

Cable tub/shower stoppage: \$115.00

Cable washing machine drain: \$115.00

Cable washing machine drain through roof vent: \$315.00

Mini-Jet kitchen drain line: \$315.00

Hydro-Jet main sewer or grease line: \$355.00 for the first 2 hours and \$195.00 for each hour after. Includes a minimum of three passes with hydro-jetter hose.

Add On:

If customer requests that we hydro-jet multiple cleanouts/drains: 2-5 drains \$355.00 for first drain, \$125.00 each additional drain; 6-10 drains - \$355.00 for first drain, \$105.00 each additional drain

Toilets:

Clear standard toilet stoppage with a closet auger: \$115.00

Pull toilet & remove obstruction from trap and reset toilet w/ new wax ring: \$247.50

Assemble and install a customer supplied standard residential toilet: \$245.00

Pull and reset toilet with new wax ring and closet bolts: \$190.00

Remove and replace closet flange: \$525.00

(Includes pulling and resetting toilet with new wax ring and water supply line. DOES NOT include slab access)

Remove and replace closet flange and closet bend: \$685.00

(Includes pulling and resetting toilet with new wax ring and water supply line. DOES NOT include slab access)

Remove and replace fill valve: \$145.00

Remove and replace flapper: \$145.00

Complete toilet tank rebuild: \$195.00

(Includes new fill valve, flapper, and handle on a standard tank toilet)

Sewer Camera Inspection:

Camera Inspection, Line Location: \$335.00

(Includes video recording of inspection and marking line location)

Shower Valves:

Remove and replace shower valve with single handle valve:

Through Drywall: \$650.00, through Fiberglass: \$695.00, through Tile: \$775.00

Add On (Extension Kit): \$65.00

Remove and replace Moen Posi-Temp shower cartridge: \$225.00

Remove and replace Moen Posi-Temp shower cartridge with customer supplied cartridge: \$162.50

Faucet Installation:

(If angle stops are needed, charge \$75.00 for additional angle stop)

Labor to Install kitchen sink faucet: \$195.00

If customer is requesting that we supply the faucet, mark-up our materials 30% and add our labor cost to get a total estimate. This DOES NOT include angle stops.

Labor to Install standard lavatory sink faucet: \$225.00 (add \$70.00 for pop up assembly)

(Includes water supply lines. If customer is requesting that we supply the faucet, mark-up our materials 30% and add our labor cost to get a total estimate)

Labor to Install widespread lavatory sink faucet: \$290.00 (add \$75.00 for pop up assembly)

(Includes water supply lines. If customer is requesting that we supply the faucet, mark-up our materials 30% and add our labor cost to get a total estimate)

Miscellaneous – Garbage Disposal, Tub Diverter, & Dishwasher:

Remove and replace garbage disposal with a Badger 5: \$295.00

Labor to install customer supplied Garbage Disposal: \$162.50

Remove and replace Tub Diverter: \$192.50

Labor to install customer supplied Dishwasher: \$245.00

Residential Gas/Electric Water Heaters & Tankless Water Heaters:

Remove and replace 40-gallon Gas Water Heater: \$1,760.50

(Includes water supply lines, gas line, & sediment trap)

Remove and replace 50-gallon Gas Water Heater: \$1,810.50

(Includes water supply lines, gas line, & sediment trap)

Labor Only for 40 or 50 gallon units (Water supply lines included): \$650.00

Remove and replace 75-gallon Gas Water Heater: \$2,700.00

(Includes water supply lines, gas line, & sediment trap)

Labor Only for installing 75 gallon unit. (Water supply lines included): \$950.00

Remove and replace 40-gallon Electric Water Heater: \$1,625.00

(Includes water supply lines)

Remove and replace 50-gallon Electric Water Heater: \$1,725.00

(Includes water supply lines)

Add Ons:

(These rates are discounted for when a water heater is being installed at the same time)

Expansion Tank: \$125.00

¾" Ball Valve: \$105.00

Earthquake Straps: \$85.00

Drip Pan: \$50.00

(Includes drain run to the floor. DOES NOT include running drain to exterior of building)

Replace/Re-configure Venting: \$75.00

Solder on MIP's for supply lines: \$125.00

Diagnostic Charge for 40, 50, & 75 gallon gas water heaters: \$115.00

(DOES NOT include repairs)

Diagnostic Charge for tankless water heater: \$115.00

(DOES NOT include repairs)

Tankless water heater flush: \$205.00

****Boiler, commercial water heater, and tankless heaters maintenance, repair and replacement service available. This would include components of these systems such as storage tanks, pumps, etc. Quotes can be provided on a case-by-case basis.****

Ball Valves, Hose Bibs, Laundry Valves, & Angle Stops:

(If doing multiple repairs at the same time, the additional repairs will be discounted by 25%)

Remove and replace 1/2" ball valve: \$225.00

Remove and replace 3/4" ball valve: \$275.00

Remove and replace 1" ball valve: \$325.00

Remove and replace 1 1/4" ball valve: \$450.00

Remove and replace 1 1/2" ball valve: \$575.00

Remove and replace 2" ball valve: \$650.00

Remove and replace threaded hose bib: \$190.00

Remove and replace soldered hose bib: \$295.00

(Includes hose bib & MIP or FIP)

Remove and replace angle stop with ¼ turn stop and water supply line: \$185.00

(\$75.00 for each additional angle stop)

Remove and replace laundry valve box: \$595.00

Remove and replace ice maker valve box: \$350.00

Leak Detection:

Electronic Leak Detection: \$197.50

After Hours Rates:

If **after 5:00 PM**, there is a minimum charge of \$270.00

(This DOES NOT mean \$270.00 plus the service we perform. If the job is more than the minimum after hours charge, then multiply our regular rate by 1.5 For example, to remove and replace a 40-gallon water heater, we normally charge \$1,760.50. When after 5:00 PM \$1,760.50 x 1.5 = \$2,640.75)

If **after 9:00 PM** there is a minimum charge of \$370.00

(This DOES NOT mean \$370.00 plus the service we perform. If job is more than the minimum after hours charge, then multiply our regular rate by 1.5)

If **after 11:00 PM** there is a minimum charge of \$470.00

(This DOES NOT mean \$470.00 plus the service we perform. If job is more than the minimum after hours charge, then multiply our regular rate by 2.)

Backflow Device Certification Testing, Repair, & Replacement:

Testing of a single device: \$125.00

Testing of multiple devices on the same trip at the same property: \$125.00 for the first device and \$62.50 for each additional device.

Repair and replacement quotes would be provided on a case-by-case basis.

NOTE: Quotes for gas line, water line, and sewer line repairs or replacement would need to be provided on a case-by-case basis due to the wide range of variables involved. Free quotes can generally be provided on repairs or services not included on this price sheet. If a diagnostic service is needed to determine what repair is needed, a cost would apply for the diagnostic service.

Our standard service areas include the Inland Empire, Coachella Valley and North County San Diego. A trip fee for a property outside our standard service area would vary depending on the location of the property and the scope of work involved. We typically do not accept basic service calls for properties outside our service area because it reduces the ability of caring for our customers in our service area. We will gladly consider projects outside our service area and may provide a quote for such work.

**AMENDMENT NO. 1 TO
SHORT-FORM SERVICES AGREEMENT
WITH 24-HOUR EXPRESS SERVICES, INC.**

This Amendment No. 1 to the Short-Form Services Agreement is made and entered into as of June 3, 2026 (“Effective Date”) by and between the March Joint Powers Authority, a California joint powers authority (“MJPA”) and 24-Hour Express Services, Inc., a California Corporation, with its principal place of business at 26047 Jefferson Avenue, Suite D, Murrieta, CA 92562 (“Consultant”). MJPA and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the MJPA and the Consultant have entered into an agreement, dated January 12, 2026, for the purpose of providing plumbing services to the Green Acres Historical Housing Community as needed. (the “Original Agreement”).

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to include additional funds for the continued performance of the services in accordance with the compensation provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

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

2. Compensation. The compensation for services performed pursuant to this Amendment No. 1 shall not exceed **Twenty-Five Thousand Dollars (\$25,000)**, thereby increasing the total not to exceed compensation of the Original Agreement to the amount of **Fifty Thousand Dollars and no Cents (\$50,000.00)**. Work shall be performed at the rates set forth in the Original Agreement.

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE SHORT-FORM SERVICES AGREEMENT
WITH 24-HOUR EXPRESS SERVICES, INC.**

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

MARCH JOINT POWERS AUTHORITY

CONSULTANT

APPROVED BY:

24-HOUR EXPRESS SERVICES, INC.

Grace I. Martin, DPPD
Chief Executive Officer

Signature

APPROVED AS TO FORM:

Name

Best Best & Krieger LLP
General Counsel

Title

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (17)

Meeting Date: June 3, 2026

Report/Action: **APPROVE AMENDMENT NO. 1 TO THE SHORT FORM SERVICES AGREEMENT WITH TRI COUNTY PAINTING, INC. FOR THE GREEN ACRES COMMUNITY PAINTING SERVICES AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDMENT**

Motion: Move to approve Amendment No. 1 to the Short Form Services Agreement with Tri County Painting, Inc. for the Green Acres Community painting services and authorize the Chief Executive Officer to execute the amendment.

Background:

The March Joint Powers Authority (“MJPA”) is responsible for the operation and maintenance of 111 historic homes within the Green Acres Community.

On October 29, 2025, the MJPA executed a Short Form Services Agreement with Tri County Painting, Inc. to provide painting services for the Green Acres Community in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000).

Since execution of the Agreement, the Green Acres Community has experienced several tenant vacancies and move-ins requiring repainting of residential units. In addition, painting services were required following various repair projects completed within the homes.

As a result of these increased service demands, Tri County Painting, Inc. has nearly exhausted the original contract amount, with a remaining balance of One Thousand Four Hundred Fifteen Dollars (\$1,415).

Staff intends to issue a Request for Proposals (RFP) for ongoing painting services for Green Acres. However, due to the anticipated gap in service coverage during the RFP process, Staff recommends approval of Amendment No. 1 to the Short Form Services Agreement with Tri County Painting, Inc. The amendment would provide an additional budget authority of Twenty-Five Thousand Dollars (\$25,000) to allow the vendor to continue providing services during the RFP process and until a new on-call services contractor is selected.

Staff recommends approval of the Amendment No. 1 agreement with Tri County Painting, Inc. for a total contract amount of Fifty Thousand Dollars (\$50,000).

Attachment(s):

- 1) Tri County Painting, Inc. Original Agreement
- 2) Amendment No. 1

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

1. **Parties and Date.** This Agreement is made and entered into this 29th day of October, 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, CA 92551 State of California ("MJPA") and Tri County Painting, Inc., a California Corporation, with its principal place of business at 1440 3rd Street, Riverside, CA ("Vendor"). MJPA and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

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

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

4. **Term.** The term of this Agreement shall be from November 1, 2025 to October 31, 2026, unless earlier terminated as provided herein.

5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The total compensation shall not exceed **Twenty-five thousand dollars and no cents (\$25,000)** per fiscal year ("Agreement Price"). Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the MJPA on a monthly basis. The MJPA shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to the MJPA within thirty (30) days from the last date of Services performed and failure to do so shall result in a waiver of payment from the MJPA.

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

Commercial General Liability Insurance:

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

Automobile Liability:

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

Workers' Compensation:

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

Professional Liability (Errors and Omissions):

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

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

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

MARCH JOINT POWERS AUTHORITY

TRI COUNTY PAINTING, INC.

APPROVED BY:



Grace I. Martin, DPPD
Chief Executive Officer



Signature

JON PREMO

Name

ATTESTED BY:

CEO/PRESIDENT

11/3/2025

Title



Authority Clerk

APPROVED AS TO FORM:



Best Best & Krieger LLP
General Counsel

EXHIBIT A

TERMS AND CONDITIONS FOR SERVICES

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

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

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

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

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

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

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

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

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

authority. Notwithstanding the foregoing, the MJPA may still terminate this Agreement in accordance with Section 6.

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

EXHIBIT B

SCOPE OF SERVICES; SCHEDULE OF SERVICES

Scope of work includes, but is not limited to: Painting homes/rooms (i.e. interior areas such as living rooms, dining rooms, bedrooms, hallways, kitchens, laundry rooms, etc.. Exterior areas such as patios and exterior walls, etc.) as needed in the Green Acres Historical Housing Community.

EXHIBIT C

COMPENSATION

Prior to start of any work, a proposal will be submitted listing work to be performed. The proposal will be submitted to MJPA for review. When proposal is approved, work can be scheduled. No compensation will be provided for work not approved in advance.

**AMENDMENT NO. 1 TO
SHORT-FORM SERVICES AGREEMENT
WITH TRI COUNTY PAINTING, INC.**

This Amendment No. 1 to the Short-Form Services Agreement is made and entered into as of June 3, 2026 (“Effective Date”) by and between the March Joint Powers Authority, a California joint powers authority (“MJPA”) and Tri County Painting, Inc., a California Corporation, with its principal place of business at 1440 3rd Street, Riverside, CA (“Consultant”). MJPA and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the MJPA and the Consultant have entered into an agreement, dated October 29, 2025, for the purpose of providing painting services to the Green Acres Historical Housing Community as needed. (the “Original Agreement”).

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to include additional funds for the continued performance of the services in accordance with the compensation provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

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

2. Compensation. The compensation for services performed pursuant to this Amendment No. 1 shall not exceed **Twenty-Five Thousand Dollars (\$25,000)**, thereby increasing the total not to exceed compensation of the Original Agreement to the amount of **Fifty Thousand Dollars and no Cents (\$50,000.00)**. Work shall be performed at the rates set forth in the Original Agreement.

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE SHORT-FORM SERVICES AGREEMENT
WITH TRI COUNTY PAINTING, INC.**

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

MARCH JOINT POWERS AUTHORITY

CONSULTANT

APPROVED BY:

TRI COUNTY PAINTING, INC.

Grace I. Martin, DPPD
Chief Executive Officer

Signature

APPROVED AS TO FORM:

Name

Best Best & Krieger LLP
General Counsel

Title

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (18)

Meeting Date: June 3, 2026

Action: **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSALS (RFP) FOR HEATING AND AIR CONDITIONING SERVICES FOR THE GREEN ACRES COMMUNITY**

Proposed Motion: Move to authorize advertising a Request for Proposals (RFP) for heating and air conditioning services for the Green Acres Community.

Background:

The March Joint Powers Authority is responsible for the operation and maintenance of the 111 historic homes within the Green Acres Community. The current contract for heating and air conditioning maintenance services is scheduled to expire in June 2026.

A new Request for Proposals (RFP) is necessary to obtain qualified contractors to provide heating and air conditioning services for the Green Acres Housing Community, including diagnostic services, repairs to malfunctioning units, preventative maintenance, and replacement of non-operational units. Many of the HVAC systems serving the historic housing community are outdated and have exceeded their useful life, resulting in an increased need for repairs and replacements.

Staff is requesting authorization to advertise an RFP to solicit proposals from qualified firms capable of providing comprehensive heating and air conditioning services for the Green Acres Housing Community.

Attachment(s): None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (19)

Meeting Date: June 3, 2026

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

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

Background:

The March Joint Powers Authority is responsible for the operation and maintenance of the 111 historic homes within the Green Acres Community. The current contract for plumbing maintenance services is scheduled to expire in June 2026.

A new Request for Proposals (RFP) is necessary to obtain qualified contractors to provide plumbing maintenance services for the Green Acres Housing Community, including leak repairs, drain maintenance, fixture repairs and replacements, preventative maintenance, emergency response services, and other related plumbing services. Due to the age of the historic housing community and its aging infrastructure, there is an increased need for ongoing repairs, maintenance, and replacement of plumbing components.

Staff is requesting authorization to advertise an RFP to solicit proposals from qualified firms capable of providing comprehensive plumbing maintenance services for the Green Acres Housing Community.

Attachment(s): None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (20)

Meeting Date: June 3, 2026

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

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

Background:

The March Joint Powers Authority is responsible for the operation and maintenance of the 111 historic homes within the Green Acres Housing Community. The current contract for painting services is scheduled to expire in October 30, 2026, however budget has been expended.

A new Request for Proposals (RFP) is necessary to obtain qualified contractors to provide painting services for the Green Acres Housing Community, including paint repairs, touch ups, and whole house painting needs due to tenants moving out and preparation for new tenant move-ins.

Staff is requesting authorization to advertise an RFP to solicit proposals from qualified firms capable of providing painting services for the Green Acres Housing Community and estimate a needed budget in the amount of \$65,000.

Attachment(s): None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (21)

Meeting Date: June 3, 2026

Action: **APPROVE A CHANGE ORDER NO. 2 TO THE CONTRACT FOR CONSTRUCTION WITH DANNY RYAN PRECISION ON THE DEMOLITION OF BUILDING NO. 962 AND BUILDING NO. 976 IN THE NORTHEAST CORNER PLANNING AREA, IN AN AMOUNT NOT-TO-EXCEED FORTY TWO THOUSAND TWO HUNDRED EIGHTEEN DOLLARS (\$42,218), AND AUTHORIZE THE CHIEF EXECUTIVE OFFICE TO EXECUTE THE CHANGE ORDER**

Motion: Move to approve a Change Order No. 2 to the contract for construction with Danny Ryan Precision for the demolition of Building No. 962 and Building No. 976 in the Northeast Corner Planning area, in an amount not-to-exceed Forty-Two Thousand Two Hundred Eighteen Dollars (\$42,218), and authorize the Chief Executive Officer to execute the Change Order.

Background:

On February 5, 2025, the March Joint Powers Commission approved a contract with Danny Ryan Precision for the demolition of two vacant buildings within the JPA's Northeast Corner Planning Area. The two buildings are Building 976, a former military dormitory that was previously occupied by a homeless veterans housing program hosted by US Vets Initiative. The second building to be demolished is Building 962, a former dining hall facility. In April, the Air Quality Management District (AQMD) submitted corrections to the March JPA's Procedure 5 documents for the project, as it relates to existing hazardous materials within the buildings. The extensive coordination with AQMD resulted in a delay to the project schedule and approval of a modified Procedure 5 work plan.

On September 3, 2025, Commission approved a Change Order No. 1 for additional work identified to be necessary per the Procedure 5 Work plan, which showed more hazardous material to be removed than originally anticipated, in an amount not-to-exceed \$131,700. This approved change order increased the total contract amount to not-to-exceed \$761,200.

Danny Ryan is requesting a Change Order No. 2 in the amount of Forty-Two Thousand Two Hundred Eighteen Dollars (\$42,218) to cover their removal of additional concrete slab and foaming discovered where a commercial freezer once sat and mastic that was found under shower pans.

Staff recommends approval of Change Order No. 2 in the amount of Forty-Two Thousand Two Hundred Eighteen Dollars (\$42,218), increasing the total contract amount to a not-to-exceed amount of Eight Hundred Three Thousand Four Hundred Eighteen Dollars (\$803,418).

- Attachment(s):**
- 1) Danny Ryan Construction Contract
 - 2) Change Order No. 1
 - 3) Change Order No. 2

00 52 13 – CONTRACT FOR CONSTRUCTION

This Contract for Construction (“Contract”), No. **24-05** is made and entered into this 6th day of February, 2025 by and between the MARCH JOINT POWERS AUTHORITY, with its principal place of business at 14205 Meridian Parkway, Suite #140, Riverside, CA 92518, sometimes hereinafter called the “Authority” and DANNY RYAN PRECISION CONTRACTING, INC. dba ADEP PRECISION CONTRACTING, sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Demolition of Building No. 962 & Building No. 976, Northeast Corner | Planning Area

The task will involve the demolition, removal and legal disposal of all above ground structures, concrete foundations, vegetation, trees, bushes, fences, walls, and below ground basements and utility services lines, abatement of hazardous materials, trash, garbage or debris, tires, paints, backfill and compact affected areas, erosion control and dust control, for the building locations listed below:

Building No. 962 | 15125 5th Street, Riverside, CA

Building No. 976 | 15105 6th Street, Riverside, CA

The Contractor is an independent contractor and not an agent of the Authority. The Contractor and its surety shall be liable to the Authority for any damages arising as a result of the Contractor’s failure to comply with this obligation.

Notwithstanding the foregoing, the Authority reserves the right to alter the Project to provide for the demolition of a single building. In the event the Authority exercises its right to alter the Project to provide for the demolition of a single building, and the contract for the Project may be awarded to the lowest responsive and responsible Bidder based on the submitted cost of a single building demolition. Authority reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bids or in the bidding process.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Authority’s Notice to Proceed. **The Contractor shall complete all Work required by the Contract Documents within one hundred twenty (120) calendar days from the commencement date stated in the Notice to Proceed.** By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

The Contractor shall limit the working hours between **7 am to 4 pm**, Monday through Friday, excluding all holidays.

ARTICLE 3. CONTRACT PRICE.

The Authority shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Six Hundred Twenty Nine Thousand Five Hundred Dollars (\$629,500.00). Payment shall be made as set forth in the General Conditions. The Authority will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the Authority will sustain actual damages for each and every day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the Authority's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the Authority the sum of **\$1,000** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the Authority may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the Authority, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Bid Information and Experience Form
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Contractor's Certificate Regarding Workers Compensation
- Fleet Compliance
- Contract for Construction
- Bond Forms
- General Conditions
- Special Conditions
- Specifications
- Plans and Drawings
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

The Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

The Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the Authority's Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

The Contractor acknowledges that if a false claim is submitted to the Authority, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Authority seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

MARCH JOINT POWERS AUTHORITY

By: 
Grace I. Martin
Chief Executive Officer

**DANNY RYAN PRECISION CONTRACTING,
INC., DBA ADEP PRECISION
CONTRACTING**

By: 
Its: President

Printed Name: Spencer Taylor

ATTEST:

By: 
Cindy Camargo, Authority Clerk

By: 
Its: Secretary

Printed Name: Janet Dean

APPROVED AS TO FORM:

By: 
Best Best & Krieger LLP
General Counsel

701357; B, C-21, C-22 and HAZ
Contractor's License Number and
Classification

1000018129
DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

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 February 11, 2025 before me, Janet R. Dean, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Spencer Taylor
Name(s) of Signer(s)

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 *Janet R. Dean*
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: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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.

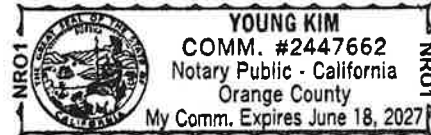
State of California
County of ORANGE)

On FEB. 11TH 2025 before me, YOUNG KIM, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JANET DEAN,
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 *Young Kim* (Seal)



Contract Change Order #1

Project: Buildings # 976 & 962 Demolition

Change Order No.: 1

Orig. Contract Amt.: \$ 629,500.00

Contract No.: 24-05

Contractor: Danny Ryan Precision Contracting
(ADEP)

Prev. Appvd. Changes: \$ 0.00

Owner: March Joint Powers Authority

This Change: \$ 131,700.00

Revised Contract Amt.: \$ 761,200.00

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and March Joint Powers Authority , otherwise referred to as Owner.

Item No.	Description of Changes	Increase in Contract Amount	Contract Time Extension, Days
1	Building 962: Change in Scope of Work – Wet wipe and HEPA-vacuum 350 square feet of floors and curbs in the mechanical room added to the revised Procedure 5 (all clarifications and exclusions of original proposal apply to change order work).	\$5,300.00	0
2	Building 976: Change in Scope of Work – Remove and dispose of approximately 14,000 square feet of non-asbestos containing drywall as asbestos containing drywall added to the revised Procedure 5 for Building 976 (all clarifications and exclusions of original proposal apply to change order work).	\$126,400.00	0
Totals		\$131,700.00	0

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the March Joint Powers Authority .



16782 Millikan Avenue Irvine, CA 92606 CSLB #701357 Dosh #1020
Phone: 949.642.6664

Change Order Request #1

8/18/2025

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

Subject: March Joint Powers Authority-Building 962
15125 6th Street
Riverside, CA

ADEP Precision Contracting is pleased to provide change order pricing for the following scope of work:

Scope of Work:

Scope of work\$5,300.00

Clarifications:

- Scope of work: Wet wipe and HEPA-vacuum 350 square feet of floors and curbs in the mechanical room added to the revised Procedure 5 for Building 962.
- All clarifications and exclusions of original proposal apply to change order work.

Thank you for the opportunity to submit a price for this work.

Sincerely,

James Vallejos
Vice President Sales
ADEP Precision Contracting
Mobile: (714) 920-5655
Email: jvallejos@precision.com

Accepted by _____ Title _____ Date _____



16782 Millikan Avenue Irvine, CA 92606 CSLB #701357 Dosh #1020
Phone: 949.642.6664

Change Order Request #2

8/28/2025

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

Subject: March Joint Powers Authority-Building 976
15125 6th Street
Riverside, CA

ADEP Precision Contracting is pleased to provide change order pricing for the following scope of work:

Scope of Work:

Scope of work \$126,400.00

Clarifications:

- Scope of work: Remove and dispose of approximately 14,000 square feet of non-asbestos containing drywall as asbestos containing drywall added to the revised Procedure 5 for Building 976.
- All clarifications and exclusions of original proposal apply to change order work.

Thank you for the opportunity to submit a price for this work.

Sincerely,

James Vallejos
Vice President Sales
ADEP Precision Contracting
Mobile: (714) 920-5655
Email: jvallejos@precision.com

Accepted by _____ Title _____ Date _____



Contract Change Order #2

Project: Buildings # 976 & 962 Demolition

Change Order No.: 2

Orig. Contract Amt.: \$ 629,500.00

Contract No.: 24-05

Contractor: Danny Ryan Precision Contracting
(ADEP)

Prev. Appvd. Changes: \$ 131,700.00

Owner: March Joint Powers Authority

This Change: \$ 42,218.00

Revised Contract Amt.: \$ 803,418.00

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and March Joint Powers Authority, otherwise referred to as Owner.

Item No.	Description of Changes	Increase in Contract Amount	Contract Time Extension, Days
1	Building 976: Change in Scope of Work – Remove and dispose of approximately 370 square feet of asbestos containing floor mastic not previously identified, found beneath the shower pan in 37 restrooms throughout Building 976, hauling all materials offsite for disposal.	\$36,478.00	0
2	Building 962: Change in Scope of Work – Remove and dispose of approximately 646 square feet of 4-inches of topping slab and 8-inches of foam insulation beneath the cooler at Building 962, hauling all materials offsite for disposal.	\$5,740.00	0
Totals		\$42,218.00	0

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initiated by or on behalf of both the Contractor and the March Joint Powers Authority.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (22)

Meeting Date: June 3, 2026

Action: **APPROVE RESOLUTION JPA 26-09, A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY DECLARING THAT CERTAIN REAL PROPERTY (294-070-039) IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221, AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Motion: Move to approve Resolution JPA 26-09, a resolution of the March Joint Powers Authority declaring that certain real property (294-070-039) is exempt surplus land pursuant to government code section 54221, and finding that such declaration is exempt from environmental review under the California Environmental Quality Act.

Background:

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, and entered 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 (“Fire Impact Fees”) 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. As of July 1, 2025, the County of Riverside assumed responsibility for providing fire protection and emergency services within the applicable service area, including the area served by the Meridian Park Project. On February 5, 2026, the Commission approved the transfer of the Fire Station Property and the Fire Impact Fees from March JPA to the County of Riverside.

The Surplus Land Act, Government Code sections 54220 et seq. (the "Act"), applies when a local agency disposes of "surplus land." The Act does not apply to the disposal of exempt surplus land. Under Government Code section 54221(f)(1)(D), exempt surplus land includes land that a local agency transfers to another local, state, or federal agency for the transferee agency's use.

Because the Property is proposed to be transferred from the MJPA to the County of Riverside, another local agency, for governmental use in connection with the provision of fire protection and emergency services, the Property qualifies as exempt surplus land under Government Code section 54221(f)(1)(D).

Although the transfer qualifies for the public agency-to-public agency exemption under the Act, staff recommends adoption of the attached resolution to formally document the exemption and ensure the administrative record reflects the basis for the exemption before the transfer is complete. The proposed resolution formally documents the applicability of the exempt surplus land provisions of the Act and adopts findings confirming that the Property is exempt from the Surplus Land Act's notice and disposition requirements. Adoption of the resolution will ensure that the administrative record clearly reflects the basis for the exemption prior to completion of the contemplated transfer.

Authority staff has determined that the designation of the Property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378.

Attachment(s): 1) Resolution JPA 26-09

RESOLUTION JPA 26-09

A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY DECLARING THAT CERTAIN REAL PROPERTY ([294-070-039]) IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221, AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the March Joint Powers Authority ("Authority") owns certain real property designated for development as a fire station site and generally located at the northwest corner of Opportunity Way and Meridian Parkway within the March Business Center, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq. (the "Act") applies when a local agency disposes of "surplus land," which is defined in the Act as "land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use." (Government Code section 54221(b)(1).); and

WHEREAS, the Act expressly does "not apply to the disposal of exempt surplus land." (Government Code section 54222.3.); and

WHEREAS, under the Act, "exempt surplus land" includes land that a local agency is transferring to another local, state, or federal agency for the transferee agency's use. (Government Code section 54221(f)(1)(D).); and

WHEREAS, the Act requires local agencies such as the Authority to declare certain real property they own as either "surplus land" or "exempt surplus land," as supported by written findings, prior to any disposition of the real property; and

WHEREAS, the County of Riverside is a local agency within the meaning of the Act; and

WHEREAS, pursuant to the Fourteenth Amendment to the Joint Powers Agreement, the County of Riverside is assuming responsibility for the provision of fire protection and emergency services within the March Joint Powers Authority service area, including the March Business Center; and

WHEREAS, in connection with the County of Riverside's assumption of such responsibilities, the Authority previously approved a Transfer Agreement for Fire Station Property and Balance of Fire Impact Fees providing for the transfer of the Property and related fire impact fee funds to the County of Riverside; and

WHEREAS, the County of Riverside has not yet completed its approval of the Transfer Agreement, and the transfer of the Property has not yet been consummated; and

WHEREAS, because the Property is being transferred from one local agency to another local agency for the receiving agency's use, the Property qualifies as exempt surplus land pursuant to Government Code section 54221(f)(1)(D); and

WHEREAS, the March Joint Powers Commission desires to formally declare the Property as exempt surplus land pursuant to Government Code section 54221(f)(1)(D), adopt supporting findings confirming the applicability of the Surplus Land Act exemption; and

WHEREAS, the March Joint Powers Commission has reviewed this Resolution and desires to declare the Property as exempt surplus land under the Act, based on the findings and justifications contained in this Resolution.

NOW, THEREFORE, THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY RESOLVES AS FOLLOWS:

PASSED, APPROVED, and ADOPTED at a regular meeting of the March Joint Powers Commission of the March Joint Powers Authority this 3rd day of June, 2026.

SECTION 1. Recitals. The above recitals are true and correct and are a substantive part of this Resolution and findings of the March Joint Powers Commission.

SECTION 2. Exempt Surplus Land. The March Joint Powers Commission hereby finds and determines that the Property constitutes exempt surplus land pursuant to Government Code section 54221(f)(1)(D) because the Property is being transferred by the Authority to the County of Riverside, a local agency, for the County's governmental use in connection with the provision of fire protection and emergency services. Accordingly, the Property is exempt from the notice and disposition requirements of the Surplus Land Act.

SECTION 3. CEQA. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”). Authority staff has determined that the designation of the Property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378. Adoption of the Resolution, in and of itself, does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 4. The Chief Executive Officer or designee is hereby authorized and directed to send a copy of this Resolution to the California Department of Housing and Community Development in accordance with the requirements of Section 400(e) of the SLA Guidelines.

SECTION 5. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 6. Effective Date. This Resolution shall be effective immediately after its adoption.

SECTION 7. The Clerk shall certify to the adoption of this Resolution.

Dr. Yxstian Gutierrez, Chair
March Joint Powers Commission

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution JPA 26-09 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on June 3, 2026 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: June 3, 2026

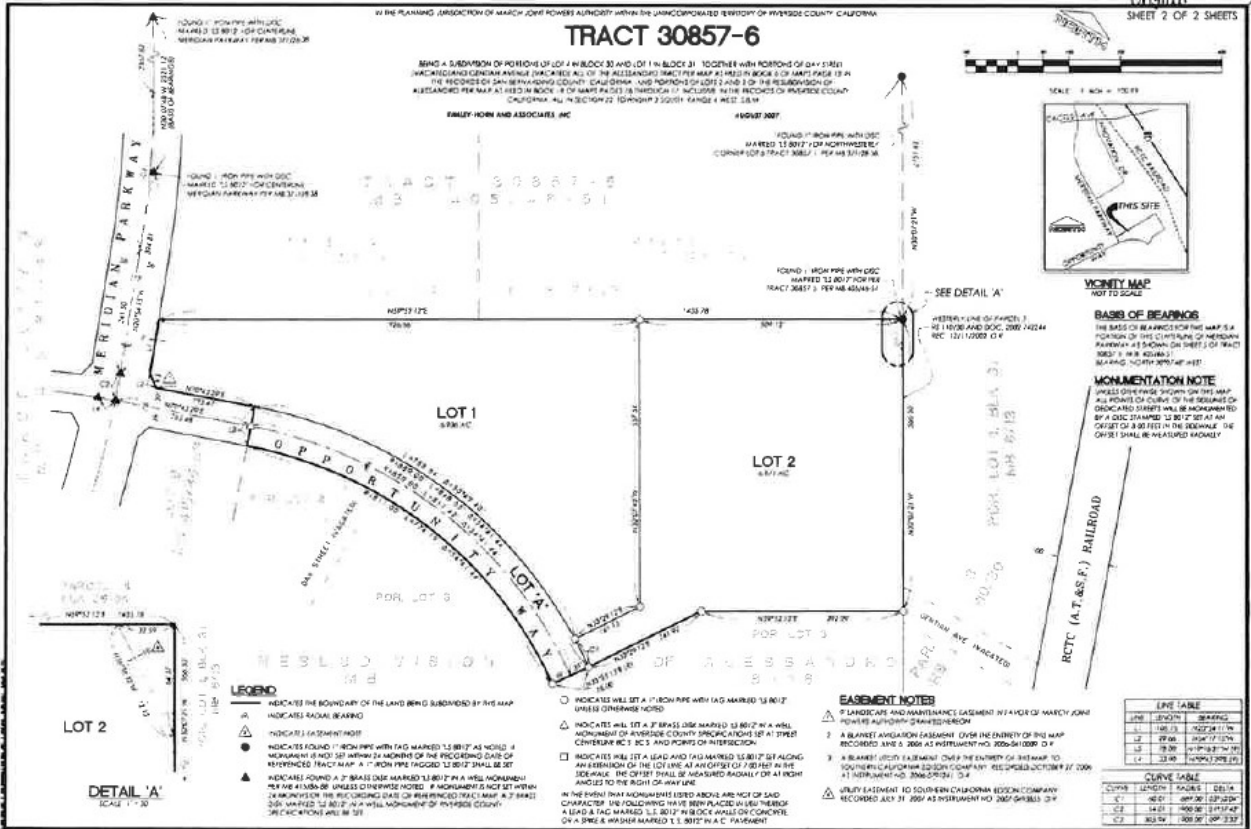
Cindy Camargo, Clerk
March Joint Powers Commission

EXHIBIT A
PROPERTY DESCRIPTION
[ATTACHED]

Dedicated Fire Station Site



2008-0279466
 01/19/09
 SHEET 2 OF 2 SHEETS



MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: June 3, 2026

Report: **AUTHORIZE STAFF TO WORK WITH 163D AIR NATIONAL GUARD (ANG) ON A MILITARY CONSTRUCTION COOPERATIVE AGREEMENT FOR ANG FACILITIES LOCATED AT MARCH AIR RESERVE BASE**

Motion: Authorize staff to work with the 163d Air National Guard (ANG) on a Military Construction Cooperative Agreement for ANG facilities located at March Air Reserve Base.

Background:

The March Inland Port Airport Authority (“MIPAA”) continues to support the operational readiness and long-term viability of military missions located at March Air Reserve Base (“MARB”). The 163d Attack Wing of the California Air National Guard (“163d ANG”) has identified facility improvement and infrastructure needs for buildings under its ownership and operational control at MARB.

To facilitate the planning, coordination, and potential implementation of these improvements, the 163d ANG has requested collaboration with MIPAA through a proposed Military Construction Cooperative Agreement (“Cooperative Agreement”). The Cooperative Agreement would establish a framework for coordination between the parties regarding military construction activities, project development, infrastructure improvements, and related support efforts associated with facilities occupied and operated by the 163d ANG at MARB.

The proposed Cooperative Agreement would allow staff to work directly with representatives of the 163d ANG to identify project scopes, funding opportunities, scheduling considerations, and other operational requirements necessary to advance future military construction and facility improvement projects. A cooperative agreement would also support continued interagency collaboration and reinforce the MIPAA’s longstanding commitment to supporting military operations and mission sustainability at MARB.

At this time, staff is requesting authorization from the Commission to work cooperatively with the 163d ANG and to negotiate and execute a Military Construction Cooperative Agreement, subject to review as to form by legal counsel.

Recommendation:

Staff requests that the Commission authorize staff to work with the 163d Air National Guard on a Military Construction Cooperative Agreement for their facilities located at March Air Reserve Base. Staff further requests that the Authority Commission authorize the CEO to negotiate the terms of the Agreement and return the finalized Cooperative Agreement to the Commission for final consideration and approval.

Attachment(s):

- 1) National Guard Grants and Cooperative Agreement Regulations
- 2) Military Construction Cooperative Agreements

3 June 2010

MEMORANDUM FOR SEE DISTRIBUTION

FROM: NGB/A7

SUBJECT: Air National Guard Engineering Technical Letter (ANGETL) 10-04, Military Construction Cooperative Agreements (MCCA)

TO: SEE DISTRIBUTION

1. PURPOSE. This ANGETL defines what an ANG MCCA is, when it is appropriate to use an MCCA, and what the procedures are to enter into an MCCA. The National Guard Bureau's Office of Grants and Cooperative Agreements (NGB-PARC-A) is responsible for the oversight and management of the National Guard Grants and Agreement Program. The purpose of this ANGETL is not to replicate the policy guidance for this program that is managed by NGB-PARC-A, but to outline the steps necessary to enter into an MCCA and the procedures to follow when an MCCA is necessary to support an ANG Military Construction Project (MCP), a Sustainment, Repair, or Maintenance (SRM) Project, or other construction project.

2. APPLICATION.

2.1 Effective Date: Immediately.

2.2 Ultimate Recipients: NGB/A7A Programmers, NGB/A7O Project Managers, Base Civil Engineers (BCEs) and Deputy BCEs.

2.3 Coordination with Key Organizations: NGB/A7A, NGB-PARC-A.

3. REFERENCES.

3.1 NGR 5-1, National Guard Grants and Cooperative Agreements.

3.2 US Code – Title 31: Money and Finance – 31 USC 6305 - Sec. 6305. Using Cooperative Agreements.

3.3 DoDGAR, 3210.6-R Grants and Agreement Regulations.

3.4 NGR 130-6 United States Property and Fiscal Officer Appointment, Duties and Responsibilities.

4. DEFINITIONS.

4.1 Cooperative Agreement (CA) – A legal instrument which, consistent with 31 USC 6305, is used to enter into a relationship between the Department of Defense (NGB) and a State (as herein defined) or other recipient when the principal purpose of the

relationship is to transfer a thing of value to the recipient to carry out a public purpose of support or stimulation authorized by a law of the United States; and substantial involvement is expected between the executive agency (NGB) and the State, or other recipient when carrying out the activity contemplated in the agreement.

- 4.2 Military Construction Cooperative Agreements (MCCA)** – A cooperative agreement entered into between the Department of Defense (NGB) and the State (as herein defined) to establish the terms and conditions applicable to the contribution of NGB funds or in-kind assistance for a project involving design, construction, sustainment, restoration or modernization. MCCAs consist of the main body of the agreement, which includes standard terms and conditions applicable to all Appendices under the MCCA, and one or more of the following Technical Appendices, as appropriate, which contain specific project information: Statement of Work for Design, Statement of Work for Construction and Statement of Work for Utility Connection.
- 4.3 Memorandum of Agreement (MOA)** – In the context of this ANGETL, an MOA is a legal instrument used to perform incidental construction work on State owned property using a Federal Contract when the predominance of the construction work is being accomplished on Federal property. It is developed by the concerned parties, the USPFPO (as representative of the Federal Government, NGB) and the State (as herein defined). This agreement, as a minimum, should define the general areas of conditional agreement; however, it can be as detailed as both parties agree to. It is recommended that it be reviewed by both parties' legal counsels.
- 4.4 State** – Any of the States of the United States, District of Columbia, the Commonwealth of Puerto Rico, and each territory and possession of the United States, including their political subdivisions, counties, municipalities, cities, townships, local public authorities and tax-supported agencies to include airports authorities.

5. APPLICABILITY.

- 5.1 MCCA:** An MCCA is entered into with the State (as herein defined) whenever it is necessary to design and/or execute a construction project (MCP, SRM, or other), the State will be providing the design and/or construction services, and NGB will be providing full or partial funding for the design and/or construction services. An MCCA is required when an ANG project is to be accomplished on land that is not Air Force owned/leased. Examples of projects of this type are runway repairs, taxiway repairs, arm/disarm pads, portions of base entrances, etc. The project funding shares to be supported respectively by NGB and the State are typically determined based on whether the facilities addressed by the project are for the sole use of the ANG or jointly used by the ANG and the State, and in what proportion.
- 5.2 Execution of a Federal Contract on State Property:** Occasionally, there have been requests to do incidental work on State Property using a Federal Contract. An example of this is the overlay of an arm/disarm pad on State Property incidental to a taxiway overlay on Federal Property accomplished by a Federal Contract. An MCCA is **not** the appropriate legal instrument to use for this since the State is not doing the construction. In this case, a Memorandum of Agreement (MOA) needs to be developed by the concerned

parties with the USPFO as signatory for the ANG. The State Attorney General needs to provide a legal opinion in that particular state indicating that Federal contracting is authorized on State property.

6. PROCESS. The following addresses the steps involved in initiating and executing an MCCA. Policy and procedural guidance to be followed in the administration and execution of an MCCA is provided in NGR 5-1, National Guard Grants and Cooperative Agreements. NGR 5-1 implements DoDGAR, 3210.6-R Grants and Agreement Regulations.

- 6.1 MCCA Request:** A request may be initiated by the Base to NGB/A7A or by NGB/A7A to the Base to execute a project using an MCCA. The Base submits their responses to a checklist required by NGB/A7A providing information about the proposed MCCA and its intent.
- 6.2 MCCA Approval in Principle:** Following NGB/A7A review of the MCCA checklist provided by the Base and approval of its proposed provisions, NGB/A7A will issue a letter to the USPFO, signed by NGB/A7A notifying agreement in principle to the project and requesting that an MCCA be prepared for a specified programmed amount as the ANG share of the cost for design and/or construction and also identifying who is to be the design and/or construction agent.
- 6.3 Preparation:** The Base Civil Engineer (BCE) and the USPFO through the Grants Officer Representative (GOR) prepare the MCCA in coordination with the State using the current approved version of the main body of the MCCA and Appendices available on the Guard Knowledge Online (GKO) webpage, NGB-ZC-PARC, under “Cooperative Agreements.” The main body of the MCCA containing the standard terms and conditions is **not to be modified** without the approval of the NGB/A7O Project Manager and NGB-PARC-A. In such case the GOR will first review the proposed changes before forwarding them to the NGB/A7O Project Manager and NGB-PARC-A for approval. The Technical Appendices and any modifications thereto must be reviewed and approved by the NGB/A7O Project Manager.
- 6.4 Review:** After the MCCA has been prepared it must be reviewed by the legal counsels of the USPFO and the State. It will also be submitted to the NGB/A7O Project Manager for review of the Technical Appendix/Appendices. The MCCA is not to be finalized until the USPFO receives notification from the NGB/A7O Project Manager that the Technical Appendix/Appendices have been approved. NGB-PARC-A generally does not need to review the MCCA unless it was necessary to make changes to the current Master Template posted on the GKO webpage.
- 6.5 Funding:** Upon receipt of a signed copy of the MCCA, the NGB/A7O Project Manager will initiate funding action to support the NGB funding share for the project in accordance with the provisions of the MCCA if or when Federal funds become available. For MCP projects, Federal funds are only available after the line item appropriation for the project has been included in the Budget for a specific fiscal year and it has been signed by the President. An MCCA may be signed with the

understanding by both parties that the NGB's obligations under the MCCA are subject to the availability of funds for both the State's and NGB's shares.

7. ROLES AND RESPONSIBILITIES.

- 7.1 Grants Officer Representative (GOR):** The individual appointed by the Grants Officer (USPFO) to perform the day to day administrative actions, reporting, and technical oversight related to the execution of MCCAs. The GOR establishes and maintains a file for each MCCA and its appendices. The GOR is responsible for coordinating all MCCA related staff actions with the State, the BCE, and the NGB/A7O Project Manager.
- 7.2 NGB/A7A Programmer:** The NGB/A7A Programmer for the Base reviews the MCCA checklist for the project, validates the requirement for the MCCA, and assists the base with the determination of the project requirements and the ANG share of the cost of the design and/or construction.
- 7.3 NGB/A7O Project Manager:** The NGB/A7O Project Manager for the Base is responsible for the oversight of execution of design and construction after projects have been Authorized for Design by NGB/A7A. When the project involves an MCCA, the terms and conditions of the MCCA govern the design and construction of the project. The NGB/A7O Project Manager reviews and has approval authority over the Technical Appendix/Appendices of the MCCA as these address the project scope and description, project, schedule, design reviews, financial obligations of the parties, etc. The NGB/A7O Project Manager will ensure that the NGB's financial obligations addressed in the MCCA are provided for in the NGB design and construction program. The NGB/A7O Project Manager will ensure that the project description adequately addresses the facility requirements and adherence to applicable ANG design standards. The MCCA is not to be finalized until the NGB/A7O Project Manager notifies the USPFO that the Technical Appendix/Appendices of the MCCA have been approved. Any modification to the Technical Appendix/Appendices of the MCCA requires review and approval by the NGB/A7O Project Manager.
- 7.4 NGB-PARC-A:** The NGB-PARC-A division is responsible for the oversight and management of the National Guard Grants and Agreement Program; provides policy guidance, directives and assistance regarding the administration of National Guard grants, cooperative agreements and inter-agency and inter-service agreements; writes, promulgates and coordinates changes to NGR 5-1.
- 7.5 United States Property and Fiscal Officer (USPFO):** The USPFO is responsible to the Chief of the National Guard Bureau as the Grants Officer in each state and territory. This is established by USC 708 and NGR 130-6/ANGI 36-2 explaining the duties and responsibilities.

8. POINT OF CONTACT FOR THIS ANGETL: The point of contact for this ANGETL is Mr. Modupe Babalola, P.E., LEED AP, NGB/A7OU at (301) 836-8148, DSN 278-8148, or email modupe.babalola@ang.af.mil.



WILLIAM P. ALBRO, P.E., YF-03
Director of Installations and Mission Support

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90-06	Project and Program Management handbook	10 Jul 90
90-08	Project and Program Management Handbook Update	10 Oct 90
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01-1-1	Tab D Supplemental Mass Notification ANG CE Policy	Aug 05
01-03	Metric Design Requirements	13 Dec 01
04-01	ANG Engineering Technical Letter (ANGETL) 04-01; Airfield/Airspace Waiver Request and Renewal Process.	30 Aug 04
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10-02	Facility Operations (FO) Policies and Procedures for Janitorial Contracts and Janitorial Services (EEIC 570F8) under Appendix 21, FOMA	1 Feb 10
10-03	Air National Guard Design Objectives and Procedures	16 Apr 10
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88-02	Built-Up Roof Repair/Replacement Guide Specification	08 Apr 88
88-03	Built-Up Roof Repair/Replacement Guide Specification Update	26 Oct 88

National Guard Regulation 5-1

Management

National Guard Grants and Cooperative Agreements

**National Guard Bureau
Arlington, VA 22202-3231
28 May 2010**

UNCLASSIFIED

SUMMARY of CHANGE

NGR 5-1
National Guard Grants and Cooperative Agreements
28 May 2010

This revision supersedes all previous editions of NGR 5-1.

Management

National Guard Grants and Cooperative Agreements

By Order of the Secretaries of the Army and the Air Force:

CRAIG R. MCKINLEY
General, USAF
Chief, National Guard Bureau

Official:

JOHN D. SELMER
Lt Col, USAF
Chief, Strategy and Policy Division

History: This publication supersedes all previous editions of NGR 5-1.

Summary: This regulation provides policy and procedural guidance to be followed in the administration and execution of cooperative agreements (CAs). It implements (DODGARS) 3210.6-R.

Applicability: This regulation applies to the Army National Guard (ARNG), the Air National Guard (ANG) and to all recipients of NGB Cooperative Agreements.

Proponent and exception authority: The proponent of this regulation is the National Guard Bureau, Office of Grants and Cooperative Agreements, NGB-PARC-A. The proponent has the authority to approve exceptions to this regulation that are consistent with controlling law and regulation. Any changes to this regulation must be authorized and published by NGB-PARC-A.

Management Control Process: This regulation is subject to the requirements of NGB Management and Internal Control Program directives. It contains internal control provisions but does not contain checklist for conducting internal control reviews.

Supplementation: Supplementation of this regulation will only be accomplished by the National Guard Bureau, Office of Grants and Cooperative Agreements, NGB-PARC-A.

Suggested Improvements: Users of this regulation are invited to send comments and suggested improvements on [DA 2028 Recommended Changes to Publications and Blank Forms](#) to the National Guard Bureau, ATTN: NGB-PARC-A, Jefferson Plaza #1, Suite 8300, 1411 Jefferson Davis Highway, Arlington VA 22202-3231.

Distribution: F and X

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Chapter 1 Introduction

1-1. Purpose

a. This regulation implements various Federal Public Laws (PL); Office of Management and Budget (OMB) Circulars; Code of Federal Regulations (CFR), and Department of Defense (DoD), Department of the Army (DA), Department of the Air Force (AF), National Guard (NG), Army National Guard (ARNG), and Air National Guard (ANG) regulations and directives governing cooperative agreements (CAs). It establishes policy and procedures for administering CAs between the United States Property and Fiscal Officer (grantor) and the State/Territory (grantee) and provides information on the use and limitations of available National Guard Bureau (NGB) resources.

b. NGB cooperative agreements are normally entered into by the National Guard Bureau with the States (grantees). CAs are funded thru Department of Defense appropriations provided to the NGB for Army and Air National Guard construction, minor construction, maintenance, repair or operation of facilities and mission operational support, and for other programs authorized by Congress or the DoD to be performed by grantees in support of the National Guard. Some agreements, (Military Construction cooperative agreements), Army Compatible Use Buffer {ACUB} and special military projects) are executed with State/local governments or non-profit agencies.

c. NGB CAs are legal instruments reflecting assistance relationships between the United States government (NGB) and grantee recipients. As a DoD component, NGB can award grants and enter into cooperative agreements based on the statutory authority of 31 United States Code (U.S.C.) chapters 61 and 65 and Section 21.20, DoD Instruction 3210.6R- Defense Grant and Cooperative Agreement Regulatory System (DoDGARS).

d. A cooperative agreement between NGB and a grantee is required when NGB transfers something of value, through funding or otherwise, to the grantee to support their ARNG or ANG and substantial involvement is expected between NGB and the grantee in carrying out the activity identified in the agreement. The DoD Grant and Agreement Regulations (DoDGARS) and this regulation apply in the execution of NGB Cooperative Agreements.

e. The use of a procurement contract (Federal contracting), not a cooperative agreement, is required when the principal purpose of the transaction is to acquire (by purchase, lease, or barter) property or services for the direct benefit or use of the United States. The Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), the Army Federal Acquisition Regulation Supplement (AFARS), and the National Guard Federal Acquisition Regulation Supplement (NGFARS) apply to procurement contracts.

f. This regulation is promulgated within the authority granted by DoDGARS 3210.6-R. Nothing in these supplemental regulations should be construed as conflicting with the superior authority set out in DoDGARS 3210.6-R.

1-2. References

Required and related publications and prescribed and referenced forms are listed in appendix A.

1-3. Explanation of abbreviations and terms

Abbreviations and terms used in this regulation are explained in the glossary.

1-4. Responsibilities

a. Chief, National Guard Bureau (CNGB) is responsible to the Secretary of Defense and to Congress for the proper management and use of Federal funds. When appropriated Federal funds are distributed to the State/Territory through CAs, CNGB will normally assign this responsibility to the USPFO for the state.

b. National Guard Bureau Staff Judge Advocate (NGB-JA) is responsible for:

- (1) Providing legal guidance, assistance and advice concerning CAs.
- (2) Conducting legal reviews of CAs and their appendices, when requested.

c. NGB Office of Grants and Cooperative Agreements (NGB-PARC-A) is responsible for:

(1) Coordinating the staffing and updates to CAs and appendices.
 (2) Monitoring the Defense Assistance Award Data System (DAADS) and providing NGB policy assistance for this report.

(3) Conducting policy reviews of CAs and appendices.

(4) Coordinating all aspects of CAs at the National Guard Bureau (NGB).

(5) Providing policy management and support to ensure that all NGB assistance programs comply with Federal public laws, executive orders, regulations and directives.

(6) Providing support, assistance, training and guidance to NGB and USPFO staffs.

- (7) Appointment of USPFOs as grant officers.
- (8) Serving as the proponent office for NGB sponsored CA training.
- d. The Adjutant General (grantee) is responsible for:
 - (1) Compliance with all of the terms, conditions, and standards of the CA.
 - (2) Supervising and managing all activities or projects within the scope of the CAs in accordance with sound business practices.
 - (3) Providing the personnel, supplies, services and matching funds required by the CA.
 - (4) Receiving funds, property and accounting for all expenditures and property acquired through an MCA/MCCA or Special Military Project, and making returns and reports concerning those expenditures and that property, as required.
- e. The United States Property and Fiscal Officer (grantor), as the grants officer, is responsible for:
 - (1) Accounting for the proper obligation and expenditure of all Federal funds provided to the State/Territory through the CAs. Making returns and reports concerning those funds and that property, as required by the Secretary concerned. (32 U.S.C. Section 708).
 - (2) Ensuring Federal funds are expended on authorized projects, activities or programs as set forth in the agreement or appendices.
 - (3) Ensuring that adequate management and internal controls are in place to protect Federal interests.
 - (4) Coordinating and conducting, in conjunction with the State Military Department, periodic State/Territory level CA training related to the administration and execution of the CA program.
 - (5) Reviewing and approving/disapproving State requests for advance payments.
 - (6) Granting extension of the CA beyond the required fiscal year close out date.
 - (7) Appointing a grants officer Representative (GOR).
 - (8) Appointing, on a DD 577, an ARNG CA Program Manager for each ARNG Appendix as the designated Federal employee to perform agreement duties outlined on the DD 577. (Sample ARNG appointment at the [NGB-PARC-A Webpage](#)).
 - (9) Appointing, on a DD 577, an ANG CA Program Manager for each ANG Appendix as the designated Federal employee to perform day to day administrative duties outlined on the DD 577. This ANG appointment will exclude the funds certification authorization which rests solely with the Assistant USPFO Air (Fiscal). (Sample ANG appointment at the [NGB-PARC-A Webpage](#)).
 - (10) Making the final decision on all matters pertaining to Grants and cooperative agreements for their respective State.
- f. National Guard Bureau, Office of Primary Responsibility, Program Managers (NGB-OPR-PM) responsibilities:
 - (1) It is NGB policy that all agreements and appendices, to include Special Military Project Agreements, will have an appointed NGB-OPR-PM. NGB-OPR-PMs will be appointed, on a DD Form 577 by their respective Directors (06 level/or civilian equivalent minimum), to oversee and coordinate NGB level agreement/appendix activities.
 - (2) Provide, to NGB-PARC-A, copies of their respective agreements and modification for review and approval.
 - (3) Provide administrative and financial guidance to CA PMs as specified in the agreement.
 - (4) Coordinating the allocation of Federal funding to states to support the approved agreements.
 - (5) Compliance with NGB level management and internal controls program directives.
 - (6) Completing specified NGB-PARC-A sponsored training related to cooperative agreement management and oversight.
- g. Special Military Project Agreements funded through specific DoD Appropriation or Special Authorization requires an NGB-OPR-PM.
- h. The Cooperative Agreement Program Manager (CA PM) at State/Territory level is responsible for:
 - (1) Compliance with duties appointed by the USPFO (grantor) per DD Form 577.
 - (2) Completing an NGB sponsored Cooperative Agreement Course within the first year of appointment as a CA PM.
 - (3) Completing related CA training (i.e. Fiscal Law or Finance training) as directed by the TAG/USPFO.

Chapter 2 Grants Officer Representative (GOR)

2-1. General

The GOR is the individual appointed by the grants officer to perform day to day administrative actions and technical monitoring related to cooperative agreements for the State or Territory. The authority for appointment of a Grants Officer's Representative is based on DoDGARS 3210.6R, which authorizes Grant Officers and Agreement Officers wide latitude to exercise judgment in performing their responsibilities.

2-2. Appointment Policy and Administrative Actions

a. Individuals appointed as GORs must have the skills and training to coordinate CA policy and staff actions with CA PMs, NGB-OPR-PMs and grantee CA staff personnel. GOR appointees must be:

- (1) A Federal employee. A grantee employee cannot be designated as a GOR.
- (2) Appointed in writing by the grants officer.

b. The appointment shall clearly define the scope and limitations of the GOR's authority, to include:

- (1) Specifying the extent and limitations of the GOR's authority to act on behalf of the grants officer.
- (2) Indicating if he/she has the authority to work all agreements or specific agreements only.
- (3) Stating that the appointment is not re-delegable.
- (4) Specifying the appointment period covered (specific begin and end date or indefinite).

c. The GOR shall acknowledge the appointment in writing. A copy of the appointment will be distributed to all parties within the State/Territory concerned with CAs.

d. The appointment may be terminated at any time by the grants officer or his/her successor.

e. The termination of a GOR's appointment shall be in writing and shall State the effective date. All parties within the State/Territory concerned with CAs should be notified of the termination.

f. When a GOR's appointment authority is revoked before completion of the agreement, the GOR shall turn over the records to the successor GOR or as instructed by the grants officer.

g. Training for GOR's will, as a minimum, include completion of the cooperative agreements training course, the GOR training course and a fiscal law course. The GOR training course and fiscal law course shall be completed within the first year of appointment to the position. Fiscal law may be completed via a distant learning on line course.

2-3. Duties and Responsibilities

a. The GOR shall establish and maintain a file for each Master Cooperative Agreement (MCA) and each of its appendices, each Military Construction Cooperative Agreement (MCCA) and each Special Military Project Agreement approved for the state/territory.

(1) Establishing an MCA, MCCA and associated appendices and Special Military Project Agreements requires the GOR to:

- (a) Complete the agreement using the format provided on the NGB-PARC-A website.
- (b) Coordinate the staffing of or obtain required legal reviews.
- (c) Ensure agreements have all required signatures.
- (d) Distribute the agreement to all concerned parties.

(2) Each MCA file must, as a minimum, include:

(a) A copy of the grants officer's letter of designation.

(b) A copy of the GOR's appointment memorandum and any other documentation describing the GOR's duties and responsibilities.

(c) The original, executed MCA and all documentation supporting the MCA.

(d) Copies of modifications to the MCA, if applicable and all documentation supporting the modification.

(e) Documentation of all actions in support of the agreement.

(3) Each MCA Appendix file must, as a minimum, include:

(a) The original, executed agreement and all supporting documentation.

(b) Funding documents.

(c) Copies of modifications thereto.

(d) Documentation of all actions associated with the agreement.

(4) Each MCCA file must, as a minimum, include:

(a) The original, executed agreement with its Appendices and all supporting documentation.

(b) Funding documents.

(c) Copies of modifications thereto.

- (d) Documentation of all actions in support of the agreement.
- (e) Upon completion the final Project Inspection Report (NGB Form 593-R.)
- b. The GOR should establish and maintain a current reference library containing the following publications as a minimum:
 - (1) NGR 5-1.
 - (2) Title 32 Code of Federal Regulations, Subtitle A, Chapter I, Subchapter C, Part 33 (DoD 3210.6R), hereinafter referred to as 32 CFR 33.
 - (3) Title 2 Code of Federal Regulations, Subtitle A, Chapter II, Part 225, hereinafter referred to as 2 CFR Part 225.
 - (4) DoDI 4000.19
- c. GORs are responsible for the electronic reporting of assistance obligations/de-obligations through DAADS, DoD Assistance Award Action Report System IAW Chapter 10, NGR 5-1.
- d. The GOR, upon receipt of a Grants and agreements Policy Letter (GCAPL) is responsible for its distribution and any action required.
- e. Maintenance of records.
 - (1) Grant officers shall instruct GORs as to the type of records they are to maintain and distribution thereof.
 - (2) Records shall be numbered/labeled IAW AR 25-400-2.
 - (3) When a cooperative agreement is completed, the GOR shall forward all records pertaining to the agreement to the grants officer for retention. The retention period for agreements is 6 years and 3 months after the final payment or settlement date.

2-4. Limitations

The GOR may be empowered, by the grants officer, to take any actions under a cooperative agreement which could lawfully be taken by the grants officer; except where the terms of the cooperative agreement itself specifically prohibit a GOR from exercising such authority.

- a. The GOR does not have the authority and shall not be delegated authority to make any commitments or changes to the terms and conditions of a cooperative agreement.
- b. The GOR shall not be authorized to award, agree or otherwise execute any cooperative agreement or modification thereto, or in any way obligate or certify funds on behalf of the Government.

Chapter 3 Administration

3-1. General

a. There are three categories of cooperative agreements: Operations and Maintenance Master Cooperative Agreements, Military Construction cooperative agreements and Special Military Project cooperative agreements.

(1) The Operations and Maintenance Master Cooperative Agreement (O&M MCA) consists of two parts, the first part of the MCA, includes standard terms and conditions applicable to all Appendices under the MCA. The second part of the MCA is comprised of the Appendices which contain specific terms and conditions applicable to the specific program, (e.g. ARNG Facilities Program, ANG Facilities Operations and Maintenance, Environmental Resource Management, and Physical Security). The performance period/termination date of each appendix shall be the same as the performance period/termination date of the MCA.

(2) Military Construction cooperative agreements (MCCA) both Army and Air consist of four parts. The first part is the main body of the agreement which includes standard terms and conditions applicable to the technical Appendices. The remaining three parts are technical Appendices which contain technical information for the specific project (i.e., scope, design and construction).

(3) Special Military Project cooperative agreements are specific, non-standard, unique agreements used to provide Federal domestic assistance to a State/District/Territory which cannot be executed under an existing agreement due to authority and/or funding.

b. The USPFO (grantor) and the TAG (grantee) shall have an approved and executed CA covering each program that the State Military Department operates and in which reimbursement is anticipated.

c. Legal reviews of all cooperative agreements by TAG (grantee) or other local government entity and USPFO (grantor) legal counsels are required.

(1) TAGs are encouraged to involve their Attorneys General early on in the execution process and to seek delegation of legal review to the lowest reasonable level. The signature of the State Attorney General, or official designee (as delegated in writing), on the MCA shall satisfy the requirement of Article XI, Section 1102 of the MCA that the State furnish an opinion of counsel.

(2) The full-time Active Guard Reserve (AGR), or a federally recognized Staff Judge Advocate, shall be the legal counsel for the USPFO. If such Staff Judge Advocate is not available, NGB-JA shall assume this responsibility. The USPFO may also seek legal counsel from NGB-JA as required to avoid potential conflicts of interests with the Title 32 JAG.

d. The parties shall use the standard non-technical language in the agreement templates provided by NGB-PARC-A unless the agreement specifically authorizes the parties to use State/Territory unique language, to choose alternatives, or to accommodate unique State/Territory conditions.

e. The USPFO shall ensure that the grantee and CA PMs have a copy of the entire approved MCA or MCCA, including modifications and applicable Appendices.

f. The USPFO, in conjunction with the grantee, is encouraged to prepare a CA SOP and establish a CA Council to address CA related issues such as administration, local business processes, performance issues, policy development and interpretation and internal management control issues.

g. The use of digital forms, templates and signatures, when agreed to by the grantor and grantee, is authorized. Any document that is converted into digital format shall retain the same content, terms and conditions of the original format. A review for legal sufficiency will be completed by the grantor's legal counsel.

3-2. Completion and Term Cooperative Agreements

A Cooperative Agreement may take one of two basic forms: Completion or Term. Both forms must meet the bona fide need of the fiscal year in which they are awarded.

a. A completion Cooperative Agreement describes the activities in the form of a definite goal, target or product. This form of Cooperative Agreement normally requires completing and delivering a specified product, subject to availability of funds. NGB is required to fully fund completion form cooperative agreements, although NGB may elect to incrementally fund phased completion agreements. However, in the event the work or performance cannot be completed within the estimated cost, NGB may increase the estimated cost. Any increase in the estimated cost must be funded by appropriations that were in effect at the time the CA was executed. Work or performance using the completion form is by definition non-severable. The MCCA is a completion agreement.

b. A term cooperative agreement describes the scope of work or performance in general and obligates the grantee to perform specified activities within a stated period, typically the Federal fiscal year of the funding. Work or performance using the term form is by definition severable. The O&M MCA and Appendices are term agreements.

3-3. Milestone Dates

a. By 1 May of every year, NGB-OPR-PMs shall provide to NGB-PARC-A recommended changes to their respective agreements and supporting attachments.

b. By 1 June of each year, NGB-PARC-A shall publish (via a Grant and Cooperative Agreement Policy Letter (GCAPL)) and post to the GKO website any updated or revised agreements.

c. By 30 September of the year in which an O&M MCA expires, the USPFO, TAG, and their respective counsels, shall have executed the new O&M MCA and State appropriate appendices. The O&M MCA may be executed independently of the appendices. Final execution of all appendices will not be a cause to delay the use of the MCA.

3-4. Completion and Execution of the O&M Master Cooperative Agreement

a. The TAG and the USPFO are responsible for the execution of the MCA. The MCA is executed not later than 30 September. The TAG and the USPFO shall decide the performance period/termination date of the MCA. Five years is recommended, but the parties may agree to a lesser or greater term. The appendices executed under the MCA will have the same performance period/termination date as the MCA.

Note: The termination date is entered into Section 701 of the MCA.

b. Execution of the MCA requires the signature of the individuals and in the order as listed below:

- (1) Legal counsels on behalf of the TAG and the USPFO;
- (2) TAG, unless State legislation specifies otherwise;
- (3) USPFO.

c. Execution of the MCA at the beginning of a new agreement cycle will take place before the commencement of the Federal fiscal year. Execution of the MCA is not dependent on the availability of funds. The MCA is not a funded document and the execution of an MCA is not an event which obligates Federal funds.

(1) The approved template issued by NGB-PARC-A shall be used in the preparation of the O&M MCA. ([Ref. the NGB-PARC-A GKO Webpage](#))

(2) The GOR is responsible for the administrative preparation of the MCA and for distribution of the executed agreement.

(a) The numbering of the MCA shall be as prescribed by DoD 3210.6-R, DoDGARS, Section 21.560. The serial number for the MCA will be 1000.

Note: This number, including the fiscal year designation, will be valid for the term agreed upon in Section 701 of the MCA; the individual appendices under the MCA shall be numbered IAW with the FY they are established and that number, including the fiscal year designation, shall remain the same for the term established in Section 701 of the MCA.]

1. Enter the termination date in Section 701.
2. Identify Attachments/Appendices.
3. Complete signature blocks as indicated on the execution page.
4. Process for signatures and distribute executed agreement to all signatories and to each Directorate/CA PM responsible for a CA program at the grantee level.

(3) Review and approval by NGB-PARC-A is not required unless the terms and/or conditions of the MCA are modified.

3-5. Completion and Execution of O&M Master Cooperative Agreement Appendices

a. Execution of an MCA Appendix at the beginning of a performance period will take place before the commencement of the Federal fiscal year. Execution of an MCA Appendix is not dependent on funds being obligated at the same time. An MCA Appendix is typically a funded document; however it may be executed without funding with the annotation "Subject to the Availability of Funds." In such circumstances the appendix should reflect zero (0) Federal dollars obligated at that time. The Federal government cannot obligate appropriated funds in advance of an appropriation. If congressional action or NGB priorities dictate otherwise, the execution may occur anytime during the fiscal year and the initial funding period will be adjusted accordingly.

b. Execution of the MCA Appendices requires the signatures of the individuals and in the order as listed below:

- (1) Legal counsels on behalf of the TAG and the USPFO.
- (2) TAG, unless State legislation specifies otherwise.
- (3) USPFO.

c. An appendix is initiated, at the beginning or during a fiscal year, through the USPFO by the Activity Program Director, (e.g. G3, G6, and/or the CA PM). Documentation required, as a minimum, will be an approved budget amount from the NGB-OPR-PM or state military command. The CA PM must identify a specific proposed budget amount. (Ref chapter 11)

(1) The approved templates issued by NGB-PARC-A shall be used in the preparation of the O&M MCA Appendices. ([Ref. the NGB-PARC-A GKO Webpage](#))

(2) The GOR is responsible for the administrative preparation of the appendix and for distribution of the executed agreement to include:

(a) Numbering of the MCA Appendix as prescribed by DoD 3210.6-R, DoDGARS, Section 21.560. The serial numbers for the MCA Appendices will be in the 1000 series, the last digit(s) reflect the appendix number, (i.e. 1001 is ARNG Facility Programs, 1002 is ARNG Environmental etc).

Note: The individual Appendices under the MCA shall be numbered IAW the FY they are established and that number, including the fiscal year designation, shall remain the same for the term established in Section 701 of the MCA.

- (b) Ensuring that all data blanks are filled as appropriate to the appendix.
- (c) Completing signature blocks as indicated on the execution page.
- (d) Processing for signatures and distributing executed Appendices to all signatories (as a minimum).
- d. A NGB-OPR-PM signature is not required for the execution of an appendix.
- e. Execution is complete when the grantee and the grantor sign. The grantor signs last.
- f. Review and approval by NGB-PARC-A is not required unless the terms and/or conditions of the MCA Appendix are modified.
- g. The GOR is responsible for furnishing a copy of the executed agreement to the NGB-OPR-PM.
- h. If an appendix is initiated and executed other than at the beginning of a fiscal year, the MCA will be modified to include the new appendix.
- i. If an appendix is terminated prior to the end of the performance period/termination date, it shall be removed from the MCA by means of an executed CA modification when closeout of the agreement has been completed.

3-6. Funding O&M MCA Appendices

a. O&M MCA Appendices are funded annually, either fully or incrementally. A CA modification, initiated by a written request with a certification of funds from the ARNG CA PM or Assistant USPFO Air (Fiscal) for ANG, shall be executed to establish the amount to be obligated against the CA.

(1) When CA funding authority (allotment) is issued to the USPFO and or the Asst USPFO Air (Fiscal) by NGB during the FY, the CA PM will forward the appropriate documentation to the GOR, as indicated above. The GOR shall use the CA Modification Form issued by NGB-PARC-A ([Ref. the NGB-PARC-A GKO Webpage](#)) to obligate the funds. The modification shall include at a minimum:

(a) The Annual Funding Program (AFP) amount which shall be the approved budget amount or the proposed budget amount;

(b) The dollars to be obligated as a result of the CA modification; and

(c) The total dollars obligated to date which reflect the Federal dollars obligated for the Federal government's share of the appendix.

(d) The State's share(s), if applicable.

b. The same process applies for de-obligation of funds from an agreement.

c. When CA funding authority (allotment) has not yet been issued to the USPFO and or the Asst USPFO Air (Fiscal) by NGB at the beginning of the FY, the CA PM can process, with the USPFO's concurrence, a request to administratively open the appendix for the FY. The GOR shall use the CA Modification Form issued by NGB-PARC-A (see the NGB-PARC-A Webpage) to administratively open the appendix for the FY. The modification shall include as a minimum:

(1) The Annual Funding Program (AFP) amount which shall be the approved budget amount or the proposed budget amount;

(2) Total Federal dollars amount obligated will be -0- ; and

(3) A statement to the effect of "This modification is subject to the availability of Federal FYXXXXX Funds."

(4) The State's share(s), if applicable.

3-7. Completion and Execution of a Military Construction Cooperative Agreement (MCCA)

a. An ARNG MCCA is executed when a construction project has been approved through NGB-ARI. Execution may be accomplished prior to funds being issued; execution is not tied to the beginning of a fiscal year and may occur at any point during the fiscal year.

(1) Execution of the ARNG MCCA requires the signatures of the individuals and in the order as listed below:

(a) The grantee and grantor legal counsels.

(b) TAG, unless State legislation allows otherwise.

(c) USPFO.

(d) NGB-ARI.

(2) ARNG MCCAs contain three appendices, SP (Project Description, Scope, and Schedule), SD (State Design), and SC (State Construction). These appendices have data elements that are blank in the template; it typically is the responsibility of the requesting activity (Construction and Facilities Management Officer (CFMO) to complete these data elements and forward the completed appendix (ices) to the GOR for inclusion/attachment to the MCCA. An ARNG MCCA may be executed with appendix SP, SD and SC being initiated and funded separately.

(3) An ARNG MCCA is initiated through the USPFO by the Activity Program Director, typically the CFMO. Documentation required, as a minimum, will be the approved DD Form 1390-91 and any other project documents as provided by NGB-ARI.

b. An ANG MCCA is executed when a construction project has been approved through NGB/A70; execution is not tied to the beginning of a fiscal year and may occur at any point during the fiscal year. Air National Guard MCCAs are usually with other local government entities such as an airport authority or port authority. Any agreement written to an entity other than the TAG must include a tripartite execution page. ([Ref. the NGB-PARC-A GKO Webpage](#)) The local government entity and the USPFO are the primary parties to the agreement and are referred to as grantee and grantor.

(1) Execution of the ANG MCCA requires the signatures (in order of appearance) of the:

(a) Legal Counsels on behalf of the grantee and grantor.

(b) Local Government grantee (dependent on project).

(c) Grantor.

(d) TAG, as third party to the agreement as applicable.

(2) ANG MCCAs contain three Appendices, State Design, State Construction and Utility Connection. These Appendices have data elements that are blank in the template; it typically is the responsibility of the requesting

activity (Base Civil Engineer (BCE) to complete these data elements and forward the completed appendix (ices) to the GOR for inclusion/attachment to the MCCA. An ANG MCCA may be executed with Appendix State Design, State Construction and Utility Connection being initiated and funded separately.

c. The approved templates issued by NGB-PARC-A shall be used in the preparation of the ANG and ARNG MCCAs. ([Ref. the NGB-PARC-A GKO Webpage](#)) The GOR is responsible for the administrative preparation of the MCCA and for distribution of the executed agreement to include:

(1) The numbering of the MCCA shall be as prescribed by DoD 3210.6-R, DoDGARS, Section 21.560. The serial numbers for ARNG MCCAs will be sequential starting with 2001 for the fiscal year in which they were executed. The serial numbers for ANG MCCAs will be sequential starting with 2101.

Note: The SD, SC and UC Appendices that are inclusive with the MCCAs are not numbered individually or separately from the MCCA. They retain the same number as the MCCA.

(2) Ensuring that all data blanks are filled as appropriate to the appendix.

(3) Completing signature blocks as indicated on the execution page.

(4) Processing for signatures and distributing executed agreements to all signatories (as a minimum).

d. Execution is complete when the grantee and grantor sign. The grantor signs last. However, in the case of ARNG MCCAs NGB-ARI signs last and the agreement is not validated until NGB-ARI signs.

e. Review and approval by NGB-PARC-A is not required unless the terms and/or conditions of the MCCA are modified.

f. The technical appendices may be modified, after execution; as a result of project requirements. If this occurs, there shall be a review and approval by the NGB-OPR-PM. Legal review will be at the discretion of the grantor and grantee. Review and approval by NGB-PARC-A is not required.

g. The GOR is responsible for furnishing a copy of the executed agreement to the NGB-OPR-PM.

3-8. Funding an MCCA

a. An MCCA is project specific and is a completion type agreement. NGB is required to fully fund completion form cooperative agreements. However it is appropriate and typical that each technical appendix of the MCCAs may be funded independently/separately as the project progresses. For example an ARNG MCCA may be funded in one fiscal year for the design and then funded in another fiscal year for the construction; each of these phases does not require separate MCCAs. Close coordination with the CFMO or BCE is required. A CA modification, initiated by a written request with a certification of funds from the CA PM or Assistant USPFO Air (Fiscal), shall be executed to establish the amount to be obligated against the CA.

b. When MCCA funding authority has been issued to the USPFO and or the Asst USPFO Air (Fiscal) by NGB and the CA PM has forwarded the appropriate documentation to the GOR, the GOR shall use the CA Modification Form issued by NGB-PARC-A ([Ref. the NGB-PARC-A GKO Webpage](#)). The modification shall include at a minimum:

(1) The appropriate project and appendix to be funded;

(2) The dollar amount to be obligated as a result of the CA modification; and

(3) The total dollar amount obligated to date which reflects the Federal dollars obligated for the Federal government's share of the appendix.

(4) The State's share(s), if applicable.

3-9. Creation of a new agreement/appendix under the O&M Master Cooperative Agreement

a. The creation of a new, non-existent, agreement/appendix under the O&M Master Cooperative Agreement will originate at the NGB-OPR-PM level. The NGB-OPR-PM shall submit a request for the new agreement to NGB-PARC-A indicating the statutory authority, proposed title, purpose of the agreement, anticipated budget amount and appropriation to be used for the agreement. NGB-PARC-A will coordinate with the NGB-OPR-PM on agreement template.

b. NGB-PARC-A is responsible for reviewing new, non-existent, agreements/appendices under the O&M Master Cooperative Agreement for policy compliance, formatting and numbering. NGB-PARC-A will also coordinate legal review and approval with NGB-JA and issue the agreement.

3-10. Special Military Projects Cooperative Agreements

a. A Special Military Project is a specific, non-standard/unique agreement used to provide Federal domestic assistance to a state/district/territory or other authorized local government entity or non-profit which cannot be executed under an existing MCA/Appendix. Special Military Projects require statutory authority, normally through a DoD Appropriations Act or a special appropriations authority and funded appropriations act.

b. NGB-PARC-A is responsible for reviewing Special Military Project Agreements for policy compliance, formatting and numbering. NGB-PARC-A will also coordinate legal review and approval with NGB-JA and issue the agreement.

c. The following actions must be completed by requestors (grant officers/CA PMs or NGB-OPR-PMs) in the processing of Special Military Project Agreements for execution:

- (1) Identify the statutory authority/funded appropriations act for the project.
- (2) Identify/Coordinate with the NGB-OPR-PM.
- (3) Complete the Special Military Project template provided by NGB-PARC-A in its entirety and include all necessary attachments. No signatures are required at this point.
- (4) Attach a cover letter from the grants officer or NGB-OPR-PM, as appropriate, summarizing the request to include the statutory authority, proposed title, purpose of the agreement, anticipated budget amount and appropriation(s) to be used for the agreement.
- (5) Submit the Special Military Project request to NGB-PARC-A for review and staff coordination. Electronic or hard copy submissions will be accepted.

3-11. Modifying Cooperative Agreements

a. All cooperative agreement modifications are to be accomplished on the CA Modification Form issued by NGB-PARC-A ([Ref. the NGB-PARC-A GKO Webpage](#)). There are typically four purposes for issuing a CA modification; funding, terms and conditions, termination and other administrative.

b. Modifications to the funding of a CA. Requests for funding modifications are typically initiated by the CA PM and provided to the GOR for action. Requests for an increase should include at a minimum, any approvals required by the CA and a certification of funds availability. Requests for a decrease should include at a minimum, any approvals required by the CA. Modifications that obligate or de-obligate funds against a Cooperative Agreement shall be signed by the grantee and grantor. Modifications for funding do not require the review or approval of NGB-PARC-A.

(1) A CA modification shall be executed to obligate the initial funding of a Cooperative Agreement at the beginning of the FY whether it is fully funded or incrementally funded. Funds obligated against a Cooperative Agreement allow reimbursement to the grantee. A funding modification may also be issued "Subject to the Availability of Funds" at the beginning of a FY to allow the grantee to perform until certification of funds is received.

(2) A CA modification shall be executed to obligate additional funds for incremental allotments received during a FY.

(3) A CA modification shall be executed to obligate any increases to the original Annual Funding Program or, in the case of MCCAs, to the original project amount of the agreement. Each program specific CA provides guidance as to the level of involvement and the specific requirement(s) of the NGB-OPR-PM, (i.e. prior approvals and CA modification signature).

(4) A CA modification shall be executed to de-obligate funds against a Cooperative Agreement. Each program specific CA provides guidance as to the level of involvement and the specific requirement(s) of the NGB-OPR-PM, (i.e. prior approvals and CA modification signature).

c. Modifications to the terms and conditions of a CA. Requests to modify the terms and conditions established in a NGB-PARC-A CA template may originate at the grantee/grantor or NGB-OPR-PM level. Modifications to the established terms and conditions of a CA template at the grantee/grantor level may be necessary due to a particular State's laws and/or regulations. Modifications to the established terms and conditions of a CA template at the NGB-OPR-PM level may be necessary due to overall program change or statutory requirements. Modifications that change the terms and/or conditions of a CA shall be signed by the grantee and grantor. Requests for modification(s) to the terms and conditions of a CA at the grantee/grantor level shall be documented as to the circumstance and/or reason and forwarded by the grantor to NGB-PARC-A. NGB-PARC-A will coordinate the request with the NGB-OPR-PM and NGB-JA for their reviews and approvals and will notify the grantor of decision. However, modifying the fill in data initially completed at the grantee/grantor level does not require NGB-PARC-A or NGB-JA review; modifying the fill in data may require approval by the NGB-OPR-PM.

(1) Requests for modification(s) to the terms and conditions of a CA at the NGB-OPR-PM level shall be documented as to the circumstance and/or reason and forwarded by the NGB-OPR-PM to NGB-PARC-A. NGB-PARC-A will coordinate the review and approval of the request with NGB-JA and the NGB-OPR-PM. This type of modification will result in a Grants and Cooperative Agreement Policy Letter (GCAPL) being issued. The grantor has authority to execute a modification to the terms and conditions of an agreement resulting from a Grants and Cooperative Agreement Policy Letter (GCAPL). The GCAPL is the authority for this type of modification. The

NGB-OPR-PM, NGB-PARC-A and NGB-JA will have already reviewed and approved the changes resulting in the GCAPL.

(2) Requests for modifications to the technical Appendices of ARNG or ANG MCCAs (typically modifying the fill in data initially completed at the State level by the CFMO or BCE) after the MCCA has been executed shall include approval of the NGB-OPR-PM and the circumstances and/or reasons for the modification. The request will be forwarded by the CA PM to the grantor. The grantor is authorized to execute this type of modification. Modifications of this type do not require NGB-PARC-A or NGB-JA review and approval.

d. Modifications to Terminate a CA. Termination is not the same action as an FY closeout. Requests to terminate an executed CA may be necessary due to a particular State's laws and/or regulations, funding status or mission/program status. Modifications that terminate a CA shall be signed by the grantee and grantor.

e. Request for modification(s) to terminate a CA shall be documented as to the circumstances and/or reasons and forwarded by the CA PM to the grantor. Documentation should also include the status of funds and any other specific requirements within the agreement being terminated. Legal review and approval by both grantor and grantee counsels will be required prior to execution. Modifications for other administrative actions to a CA. Requests for modifications for other administrative actions may include providing a change in the Federal line of accounting and any other actions that do not include funds/funding or changes to the terms and or conditions of a CA. Requests for other administrative actions to a CA may be initiated by either the grantee or grantor and should be documented as to the circumstance and requirement of the action. Legal review will be at the discretion of the grantor and grantee. The grantor is authorized to execute this type of modification. Modifications of this type do not require NGB-PARC-A, NGB-OPR-PM or NGB-JA review and approval.

f. The GOR is responsible for furnishing a copy of all executed terms, conditions and funding modifications to the NGB-OPR-PM.

3-12. Grantee Contracts

Acquisition of goods and services by the grantee in performance of the CA shall be according to grantee contracting procedures IAW [32 CFR § 33.36](#).

3-13. Grantee Contract Flow Down

The grantee is required to insert the substance of Article VIII of each MCA, MCCA or Special Military Project CA in all contracts issued under the CA, unless State/Territory laws or regulations offer more protection.

3-14. Grantee Department Administration

The grantee shall designate a member of his/her staff to administer each MCA, MCCA or Special Military Project CA.

3-15. Cooperative Agreement Claims, Disputes and Appeals Procedures

a. Policy: It is NGB policy to try to resolve all CA issues in controversy by mutual agreement at the grants officer level.

b. Statement of Relief Sought: No particular written format is required to make a claim or appeal under the CA. Claims shall be in writing, shall specify the nature and basis for relief requested, and shall include the document and other evidence pertinent to the claim. The TAG shall certify that the claim is made in good faith, and if funding is sought, the amount.

c. Time for Filing Claims: Claims shall be made within 60 days after the basis of the claim is known or should have been known, whichever is earlier. It is the grantee's responsibility to include in its claim all information needed to demonstrate its timeliness.

d. Grant officers' authority: grant officers, the designated agents for the Chief, National Guard Bureau, are authorized to decide or settle all claims arising from or relating to a CA subject to this regulation. This authorization does not extend to approving any regulatory or legally prohibited activity.

e. Grants officer's Decision:

(1) If a claim or dispute cannot be informally resolved, the TAG shall make a formal written Request for Decision to the grants officer. The grants officer shall make a written decision of the claim or dispute within 60 days of the receipt of the TAG's request.

(2) Where a formal decision is necessary, the grants officer shall:

(a) Prepare a written decision, which shall include the reasons for the decision, shall identify all relevant documents or other evidence on which the decision is based, and shall be documented in the Cooperative Agreement file.

(b) Notify the TAG of a specific date when he or she will render a written decision, if more time is required to do so. The notice shall inform the TAG of the reason for delaying the decision (e.g., a need for the TAG to provide additional information to support the claim).

(3) Unless appealed, the decision of the grants officer shall be final [see paragraph (g) below].

(4) If a formal decision is not rendered in the time specified above, the TAG can appeal directly to the grant appeal authority [see paragraph (g) below].

f. Alternative Dispute Resolution (ADR).

(1) Policy: NGB policy is to resolve all issues concerning cooperative agreements by mutual agreement at the grants officer level. Grant officers, therefore, are encouraged to use ADR procedures to the maximum extent practicable. ADR procedures are any voluntary means (e.g., settlement negotiations or mediation) used to resolve issues in dispute without resorting to formal administrative appeals [see paragraph (g) below] or to litigation.

(2) Procedures: If a TAG decides to appeal a grants officer's decision, the grants officer shall encourage the TAG to enter into ADR procedures with the grants officer. The ADR procedures or techniques to be used either may be agreed upon in advance as part of the Cooperative Agreement instrument or may be agreed to at the time that the parties determine to employ ADR procedures. ADR procedures may be used before submission of the TAGs appeal [see paragraph (e) above].

g. Appeals:

(1) Grant appeal authority: The CNGB shall establish one or more grant appeal Authorities to decide formal, administrative appeals. The individual so designated shall be at least at a grade level in the Senior Executive Service, if civilian, or at the rank of General Officer, if military. The appointment letter shall be signed by the CNGB.

(2) Right of Appeal: The grantee has the right to appeal a grants officer's decision to the grant appeal authority.

(3) Appeal Procedures.

(a) Notice of appeal: The TAG may appeal a decision of the grants officer within 90 days of receiving that decision, by filing a written notice of appeal to the Grant appeal authority and to the grants officer.

(b) Appeal file: Within 30 days of receiving the notice of appeal, the grants officer shall forward to NGB-PARC-A and the TAG's appeal file, which shall include copies of all documents relevant to the appeal. The appellant may supplement the file with additional documents it deems relevant. Either the grants officer or the State may supplement the file with a memorandum in support of its position. NGB-PARC-A will contact the office CNGB to request appointment of the grants and appeal authority. The grant appeal authority may request additional information from either the grants officer or the TAG.

(c) Decision: The appeal shall be decided on the written record unless the grant appeal authority decides to conduct fact-finding procedures or an oral hearing on the appeal. Any fact finding or hearing shall be conducted using procedures that the grant appeal authority deems appropriate.

h. Representation: The TAG may be represented by counsel or any other designated representative in any claim, appeal, or ADR proceedings brought pursuant to this chapter, as long as the representative is not otherwise prohibited by law or regulation from appearing before the National Guard Bureau. Nothing in this chapter is intended to limit a TAG's right to any remedy under the law.

3-16. Records

a. The grantee, the USPFO and the Assistant USPFO for Air (Fiscal) shall make records and accounts pertaining to the CA available for inspection by auditors and other authorized Government officials as required.

b. All financial and programmatic records, supporting documents, statistical records, and other records of the grantee which are pertinent to the CA, shall be retained for six years and three months from the ending date of the CA. If any litigation, claim, negotiation, audit or other action involving the records is started before the expiration of the six years and three months, the records must be retained until completion of the action and resolution of all issues or until the end of the regular six years and three months, whichever is later.

Chapter 4 Management Controls and Audits

4-1. General

All CA PMs, NGB-OPR-PMs and grant officers involved with CAs shall ensure that the provisions of the [Federal Managers Financial Integrity Act of 1982](#); [OMB Circular A-123 - Management's Responsibility for Internal Control](#); [DoD Directive 7600.10](#), and respective Service regulations are complied with. Financial Program Managers responsible for the execution and administration of CAs shall also be held accountable for understanding and applying the Comptroller General, [General Accountability Office \(GAO\) Standards](#), in accomplishing day-to-day responsibilities.

4-2. Management Controls

a. The execution, administration, and closeout procedures of CAs shall be considered highly vulnerable to fraud, waste, and mismanagement. Cooperative Agreement management control program evaluations shall be included in the ARNG 5 Year Management Control Plan, the ANG 5 Year Management Control Plan and NGB level management control plans. Plans will be evaluated in accordance with risks determined and assigned by the respective commands. NGB-OPR-OMs and CA PMs responsible for the execution and administration of CAs at the State/Territory and NGB level shall comply with NGB Management Controls Program/Internal Control Program requirements. Compliance will be included in official performance ratings/evaluations. As a minimum, consideration will be given to the following risk factors in assessing CA controls:

(1) Administration. Ensure that administrative requirements of this regulation, Agreements, Appendices and other Federal Grants and Cooperative Agreement directives are followed.

(2) Funding. Ensure that all required budget and funding regulations and agreement/appendix funding directives are followed.

(3) Historical Problems. Ensure issues, problems and trends affecting Agreement and appendix execution are addressed and corrected.

(4) Internal Controls. Ensure that effective Agreement and appendix operational controls are in place.

(5) Nature of the Federal Support. Ensure that CA Program assistance is provided and executed in accordance with the specified agreement/appendix authority to prevent purpose violations.

(6) Results of Management Control Reviews and Audits. Ensure that identified risks or material weaknesses are followed up on.

b. The grants officer is responsible for ensuring that adequate Cooperative Agreement management controls are in place to protect the Federal government's interests in their State/Territories.

(1) The USPFO and the TAG shall be responsible for the performance of risk assessments on each separate CA and MCA Appendix. The USPFO Internal Review capabilities can assist in this responsibility.

(2) Each separate CA and each appendix of the MCA shall be identified separately in the USPFO Internal Review/Assessable Entity File. The risks assigned to each separate CA and each appendix of the MCA should be the same as that developed in the Command's Internal Management Control Plans. For the ANG, risk assessments of assessable units will be coordinated with unit commanders for validation.

(3) The Internal Review Supervisory Auditor shall ensure that CAs are given proper consideration when recommending annual internal review schedules.

(4) Weaknesses in management controls, which have the potential for impacting Federal reimbursements, shall be immediately reported, in writing, to the USPFO, the Assessable Unit Manager (AUM) or Internal Control Administrator (ICA). Such reports shall include a discussion of corrective actions taken with milestone dates identifying when corrective actions shall be completed.

c. NGB-J Staff and ARNG/ANG Directors/Divisions who appoint CA OPR-PMs shall ensure that management control risk assessments, related to their specific Agreement or Appendices, are included in their Directorate or Division Management Control or Internal Control Programs.

d. A Sample Management Control Checklists for State CA PMs and NGB OPR-PMs can be found the Templates-Formats-Tools section at the [NGB-PARC-A GKO Webpage](#).

4-3. Audits

a. The grantee is responsible for obtaining an audit in accordance with [the Single Audit Act of 1984 \(31 U.S.C. 7501-7\)](#) and [OMB Circular A-133](#), Audits of States, Local Government and Non-Profit Organizations. The audit shall be made by an independent auditor in accordance with generally accepted government audit standards covering financial and/or financial compliance audits. An independent auditor is defined as (1) a State or local government

auditor who meets the independence standards specified in generally accepted government audits standards; or (2) a public accountant who meets such independence standards. The frequency of audits conducted on CA Program operations, in accordance with the Single Audit Act of 1984, will be determined based on risks by the State. The cost of the single audit is to be shared by the grantee and the Federal government, in the same proportion that Federal financial assistance bears to the recipient's total expenditures for the fiscal year covered by the audit.

b. In addition to the above required audit the TAG or USPFO may request additional audits or reviews as necessary. Such audits/reviews can be conducted by USPFO-IR Staff, by a public accountant firm or requested through NGB-IR. These additional audit/review agencies do not have independent inspection authority and cannot be substituted for the requirement in paragraph 4-3a.

c. As a minimum, an audit or review (full or partial) will be conducted by the USPFO every three years on each Agreement and appendix.

d. The costs of audits made according to [OMB Circular A-133](#) may be allowable charges under the CA providing the criteria in paragraphs 5-3a of this regulation and [Title 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments](#) are met. Audit costs shall not be paid if there is no direct benefit received by the CA. Audit costs will not be included as part of the Centralized Personnel Plan costs. To be reimbursable to the grantee, the audit must be classified and equitably charged as a direct cost under the grantee's accounting systems. If the cost of the single audit is accounted for by the grantee as indirect cost, such costs are unallowable. No cost may be charged to Federal assistance programs for audits required by the Single Audit Act that are not made in accordance with OMB Circular A-133. The Federal government's share of the audit costs will be reimbursed from existing funds allocated to the specific appendix benefiting from the audit. Therefore, the Federal government's share of the CA funding will not be increased due to audit costs.

Chapter 5

Cost Principles for NGB Cooperative Agreements

5-1. General

CA Program Managers (PMs) and grant officers shall ensure that the provisions of the principles for determining costs applicable to grants and contracts with State, local, and federally recognized Indian Tribal Governments, 2 CFR Part II and 32 CFR Part 33 the provisions of this chapter, and the terms and conditions of a CA are complied with in regard to the request for reimbursement and payment of costs in NGB CAs.

5-2. Costs of Cooperative Agreement Performance

The Allowable costs incurred by the SMD in performance of a CA shall be determined according to the provisions of paragraph 5-3 below, [Title 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments](#) and [32 CFR Part 33](#) current at the time the cost is incurred. Costs must meet the following three criteria: 1) must be allocable, 2) allowable and 3) reasonable.

5-3. Allowable Costs

a. Direct Costs: Any costs identified directly with the performance of a CA must meet the following cost reimbursement rules:

(1) Allocable Costs: Costs must actually have been incurred by the grantee and be allocable to the CA supported program, project or facility. This means the CA received a direct benefit from the activity causing the charge; there is a causal relationship between the activity causing the charge and the Federal program (i.e., the cost effect of the additional burden caused by the CA is measurable); and the cost would disappear without the existence of the CA.

(2) Allowable Costs: Costs must conform to Federal, DoD, Army, AF and NG policies concerning the use and management of Federal funds and may not be contrary to any restriction, limitation, or instruction contained in any approved budget.

(3) Reasonable Costs: Costs must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The reimbursement of salaries and benefits costs for employee positions shall not exceed the salary and benefits costs for a similar State government position or for a comparable grade and series Federal Civil Service position for the geographic area in which the employee works.

(4) Availability of Funds: Costs cannot be reimbursed unless sufficient funds have been obligated to the CA.

b. Indirect Costs: Indirect costs are those costs incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefited. Indirect costs, as defined in 2 CFR, Part II, 225, are unallowable.

(1) Except for the NGB Youth Program fringe benefits, Congress has not authorized NGB to reimburse indirect costs.

(2) When a cost cannot be easily classified as either a direct or indirect cost, the State's treatment of that cost, as reflected in its Central Services Cost Allocation Plan (CSCAP) or in its approved indirect cost rate proposal, shall apply. The CSCAP is prepared by the State in accordance with appendix C, 2 CFR Part 225 and approved by the Department of Health and Human Services. The CSCAP is prepared to identify all central service costs statewide. A cost treated as indirect by the grantee for any other Federal grant or cooperative agreement may not be treated as direct for NGB cooperative agreements. That is, the grantee may not request reimbursement under a CA or MCA Appendix for any item included in its indirect cost rate or not included as a direct cost in the billed central services section of its CSCAP.

c. Fringe Benefits. Fringe Benefits for which the State/Territory does not bill the State Military Department directly, such as workman's compensation, unemployment compensation, State/Territory sponsored life and health insurance, and retirement benefits are allowable if they are part of the State's Central Service Cost Allocation Plan approved by the Department of Health and Human Services. The TAG shall provide the USPFO a copy of such plan.

Note: The USPFO does not need a copy of this plan if the State/Territory bills fringe benefits directly to the State Military Department. However, for these costs to be reimbursable, all of the following conditions have to be met:

(1) The individual cost items have to be reimbursable under the terms of individual appendices.

(2) Fringe benefit costs for which the State/Territory does not bill the State Military Department directly shall be reimbursed by applying a fringe benefit rate to the costs of actual salaries paid to employees. The grantee must submit to the USPFO, prior to requesting reimbursement, a fringe benefit rate proposal. This fringe benefit rate is determined by dividing the total allowable direct wage base for the military department into the total fringe benefit costs for the military department for those benefits for which the State/Territory does not bill the State Military Department directly. The fringe benefit costs determined from the billed central services section of the State's approved Central Services Cost Allocation Plan. Adjustments based on actual cost experience for the fiscal year will be carried forward and made part of the rate negotiation in the next fiscal year. The rates must reflect the way the State actually bills the State Military Department (e.g. per capita, percent of payroll) and must be clearly applicable to individual appendices.

(3) Fringe benefits, which are neither direct costs nor included in the billed central services section of the State's Central Service Cost Allocation Plan approved by Health and Human Services, are not reimbursable.

d. When a cost can be classified as either a direct or indirect cost, the State's (grantee) treatment of the cost, as reflected in its Central Services Cost Allocation Plan (CSCAP) or a State's approved indirect cost rate negotiated in accordance with [Appendix E, 2 CFR, Part 225](#), shall apply. The CSCAP is prepared by the State (grantee) in accordance with [Appendix C, 2 CFR Part 225](#), and approved by the Department of Health and Human Services; the CSCAP is prepared to identify all central service costs statewide. The State may not request reimbursement under a CA or MCA Appendix for any item included in its indirect cost rate or not included as a direct cost in the billed central services section of its CSCAP.

5-4. Cost Sharing

a. Wherever there is an identified cost share in an agreement the grantor shall reimburse the grantee only for the grantor's percentage share of the total allowable costs.

b. Whenever the USPFO provides In-Kind Assistance (IKA), the grantee is not relieved of responsibility to meet the match or share requirements specified in the appropriate Agreement. The agreement shall indicate how the grantee's match or share will be recovered.

Note: Letters of Credit are not authorized. Program income shall not be substituted for required State/Territory contributions. Although program income is listed in the DAADS report as a State/Territory contribution, it is in addition to any required State contribution.

5-5. Centralized Personnel Plan (CPP)

a. The CPP is the mechanism which allows reimbursement to the grantee should the grantee choose to centralize CA personnel within the State Military Department. The Human Resource Office, Procurement Office, and Accounting Office, are the three areas where personnel cost can be authorized and paid to support a CPP. Supervisory time shall

not be calculated in the CPP; however, a supervisor, whose time can be validated and allocated to the performance of non-supervisory functions in the cooperative agreement program, *may* be considered in CPP calculations.

b. The CPP is negotiated annually between the grantee and the USPFO and approved by the USPFO. The USPFO has the responsibility to review and validate all costs charged to Agreements for reimbursement. Therefore, the CPP shall reflect only those actual, direct personnel costs incurred. Furthermore, the CPP shall include a methodology that accurately captures the separate cost drivers and metrics for each allowable personnel functional area. The two most commonly used NGB methodologies to formulate CPP costs drivers are the Time Study of Personnel method and the fee per action method.

c. All reimbursements requested under a CPP must be for incremental, direct, and personnel costs that are compensation for staff positions that would not exist if CAs did not exist. Only non-supervisory compensation costs in the personnel, procurement, and accounting functional areas are allocable. No other costs (i.e. audit costs) are authorized. All reimbursements requested must be allocated to specific appendices. Furthermore, amounts requested for each appendix must be based upon the actual level of effort developed to that Appendix, and the personnel must be directly responsible for actions supporting the appendix.

5-6. Grantee Responsibilities

It is the grantee's responsibility to properly account for costs incurred under a CA and ensure that the cost principles referred to in this chapter are followed. The grantee may not charge costs incurred in support of non-Federal activities or agreements to Federal CAs. The grantee shall take particular care to ensure that it does not charge costs incurred in performance of one CA to another, or to both. Where there is more than one CA funded activity, the grantee must ensure that it properly allocates cost among the various CAs.

Chapter 6 Program Income

6-1. General

a. Program income means the gross income received by the grantee directly generated by a Cooperative Agreement supported activity. Program income is received by the grantee from non-Federal, Non-DoD Agencies/Activities. Program income includes fees for services performed or from the use or rental of real or personal property acquired with Cooperative Agreement funds.

b. State/Local and Private Entity Users of Real Property will be charged for cost to run the facility, including direct, indirect and general administrative costs.

c. Exception: Reimbursement received by the grantee from the use or rental of State owned, federally supported readiness centers is not program income IAW [Title 10 USC, § 18236\(c\)](#). 10 USC § 18236(c) permits grantees to rent out readiness centers providing the grantee uses the income received from such rentals to support maintenance of the readiness centers. In addition, as a condition for continued Federal support, the grantee must increase its contribution to the agreement by at least the amount of all identifiable incremental costs (IIC), for which it receives Federal support (e.g. utilities). IIC are those costs a base or installation incurs that are directly related to usage by users being supported that the base or installation would not otherwise incur. Examples include, rental, placement and pickup of dumpsters and portable latrines; additional refuse pickups, grass mowing and insect spraying; utilities for metered buildings, cost of consumables, like targets; training area cleanup and damage repair; and employee overtime as a result of the use of the base or installation or building. National Guard units may be charged IIC for additional services.

d. Funds received by the grantor from other Federal agencies, including DoD components, are not considered program income but are considered to be direct reimbursement for costs incurred in support of the using agency. [See chapter 7, Direct Reimbursable Costs]

e. Rebates, credits, discounts and refunds, and interest earned on any of these, is not program income. (See chapter 11, paragraph 11-9)

f. Any State entity supported by Federal funding under a CA (e.g. Youth Programs) shall be considered a Federal user.

6-2. Accounting for Program Income

a. Program income shall be added to the funds committed to a CA as provided in 32 CFR 33.25(g) (2). The addition of program income to the funds committed in a CA will not require an increase in the Federal funding contribution. Program income may not be used to provide any required State match.

b. Accounting for program income will be as prescribed in paragraph 10-4 and paragraph 11-6 of this regulation.

6-3. Waiver of User Fees.

a. Any user fees generated by non-Federal, non- DoD users, which would normally be considered Program Income, may be waived by the grantor when the grantor has determined the administrative cost in collecting those fees would exceed the amount of earned Program Income. (DoDGARS 3210.6R Part 21 Subpart D, §21.465) The grantor will, for each fee waived, include a cost benefit analysis and findings in the cooperative agreement files.

b. The grantee may request (for facilities other than readiness centers/armories) a waiver of fees listed in paragraph 6-1 b for community based, non-profit organizations up to an aggregate total of \$8000 per fiscal year. (The \$8000 aggregate is the total waived sum from all organizations; each individual agency does not get up to \$8000 per fiscal year). The grantee's waiver request must be supported by a written justification explaining that the administrative cost of collecting the user fee is greater than the amount of the user fee. This justification must be provided with the waiver request to the grantor. For audit purposes, the grantee shall maintain the necessary documentation that validates each approved waiver. The grantor will track the total costs waived to ensure the \$8000 management control cap is not exceeded.

Chapter 7

Direct Reimbursement for Costs

7-1. General

b. Direct reimbursement for costs means the reimbursement received from other Federal agencies for the use of a NGB supported facility. The grantor will collect reimbursement for IIC from tenant activities, non-ARNG transient users, and other incidental Federal agency users through a properly negotiated Memorandum of Understanding (MOU), Memorandum of Agreement (MOA) or Interservice, Intraservice or Intragovernmental Agreement.

c. A federal agency can enter into an interservice, intraservice or intragovernmental support agreement (ISA) with the grantor in accordance with [5-2](#). Cost issues and reimbursement details surrounding the use of the facilities are to be enumerated in the ISA.

d. A copy of the ISA will be filed with the appropriate Cooperative Agreement for audit trail purposes.

e. The grantor will collect direct reimbursement costs through Federal methods (i.e. inter-fund transfers or MIPRs) and add those funds to the total dollars obligated for the appropriate CA. Those funds will then be available for reimbursement to the grantee.

f. [DoD Instruction 4000.19](#), Inter-service and Intergovernmental Support; The Army Reimbursable Policy, Air Force Instruction ([AFI 25-201](#)), Support Agreement Procedures; and other applicable NGB policies and procedures will be used in formulating authorized charges. MOAs/MOUs will be prepared in accordance with [NGR 5-2](#).

g. ARNG units, ARNG tenants, ARNG transient users and resident training detachments will not be charged for services provided unless the user requests a level of service that exceeds the day-to-day base or installation service i.e. additional rented portable latrines.

7-2. Accounting for Direct Reimbursement Costs

Accounting for Direct reimbursement for costs will be as prescribed in chapter 11 of this regulation.

7-3. Waiver or User Fees

b. Direct reimbursement costs generated from Federal users may be waived by the grantor when the grantor determines that the administrative cost in collecting such cost would exceed the amount of the earned reimbursement. The grantor will, for each charge waived, include a cost benefit analysis and findings in the cooperative agreement file.

c. Waiver of direct reimbursement costs can only be approved or authorized by the USPFO (grantor).

Chapter 8

Equipment and Supplies

8-1. General

a. 32 CFR 33.32 and Appendix B, Section II of this regulation, define equipment as tangible, nonexpendable, personal property (excluding military supplies) having a useful life of more than one year and an acquisition cost of

\$5,000 or more per unit. Supplies are defined as any items purchased for the performance of an MCA that are not "military supplies or equipment."

b. Ownership of equipment and supplies acquired under a National Guard Cooperative Agreement is governed by [32 CFR Part 33](#), unless prohibited by local law; grantee will manage personal property and supplies in accordance with the rules contained in this chapter.

8-2. Equipment Use, Accountability and Disposition

a. Equipment purchased through the Federal Procurement System as In Kind Assistance for the support of Agreements will be used and accounted for as follows:

- (1) Title will be vested with the Federal government (grantor).
- (2) There must be a Table of Distribution and Allowance (TDA) authority for the USPFO (grantor) to authorize the purchase and account for the equipment as Federal property.
- (3) The equipment will be considered federal owned equipment.
- (4) The equipment will be managed by grantee recipients in accordance with NGB, ARNG and ANG service specific directives. ([AR 735-5 Chap 2](#) Policy and Procedures for ARNG Supply Accountability and [AFMAN 23-110, Vol 2, Chap 22](#) USAF Supply Manual) for ANG supply accountability).

b. Equipment purchased by the grantee for the support of Agreements will be managed, used and disposed of as follows:

- (1) Title will be vested with the grantee.
- (2) The equipment will be used in the program for which it was acquired.
- (3) When purchasing/acquiring replacement equipment, the grantee may use the equipment being replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the approval of the grantor.

c. Grantee purchased equipment, unless otherwise prohibited by State law, will be accounted for as follows:

- (1) Equipment property records will be maintained, and reported to the USPFO. Reports will include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property will be taken and the results reconciled with the previous grantee property records reported to the grantor.
- (3) A control system must be developed by grantee recipients to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported.
- (4) Adequate maintenance procedures must be developed by grantee recipients to keep the property in good condition.

d. Local Government entities (i.e. State political subdivisions, counties, municipalities, cities, towns, townships, local public authorities, airport authorities or school districts) will use and manage equipment in accordance with paragraphs c and d of this section. ([32 CFR 33.32 Equipment](#))

(1) Disposition. When original or replacement equipment is no longer needed for the Cooperative Agreement, the first priority will be to move the equipment to another federally supported Cooperative Agreement. Otherwise disposition of the equipment will be as follows:

- (2) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to NGB.
- (3) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and NGB shall have a right to an amount calculated by multiplying the current market value or *proceeds* from sale by NGB's share of the equipment.

e. Grantees or sub-grantee contractors may not use equipment acquired with NGB CA funds to provide services, for a fee, which would result in unfair competition with private companies providing equivalent services, unless specifically permitted to do so by Federal statute (OMB Circular A-102).

8-3. Supplies

a. Title to supplies acquired under a Cooperative Agreement vest, upon acquisition, with the recipient (grantee or sub-grantee). (Ref. 32 CFR 33.35)

b. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the CA, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate NGB's share.

Note: This paragraph applies only if title (to supplies) is vested in the State (grantee).

8-4. Use of Federally Owned Equipment by State Employees

a. State government employees, with the concurrence of the TAG, are authorized to operate Federal government owned/leased equipment (e.g. military equipment, GSA vehicles) while performing official duties in support of cooperative agreements. State employees, as with Federal employees, shall be properly trained, qualified and licensed to operate the equipment in accordance with TAG, ARNG and ANG directives and State and local laws.

b. The grantee may ensure against the cost of repair on or loss of federal owned/leased equipment used by State employees when such insurance is required by State law or is part of consistent agency practice to cover costs considered as negligent which damages would otherwise not be covered by the Federal agency.

c. The grantee must agree to reimburse the US Government for any loss or damage to Federal owned/leased equipment (e.g. GSA vehicle) as a result of operation by a State employee. Nothing in the Agreements or Appendices shall be construed as an indemnification by the United States, of the State, its employees, agents, or third persons, for liability with respect to any and all claims, including, but not limited to: (1) claims for damages; and (2) claims for reimbursement arising from property loss, personal injury or accident damage related to the use, care, or operation of Federal owned/leased equipment.

d. Damage to or loss of federal owned/leased equipment will be reported and investigated in accordance with applicable DoD and Service level property accountability regulations. The grantee's or employee's liability for lost or damaged Federal owned/leased property will be as determined in the approved investigation or Financial Liability Investigation of Property Loss [FLIPL] findings.

Chapter 9

In-Kind Assistance

9-1. General

a. In-Kind Assistance is the federal procurement of supplies and or services, in lieu of funds, to satisfy NGB's obligation of assistance support to the grantee.

b. In-Kind Assistance can be federally procured supplies, services, or construction. Services can include real property maintenance and repair. IKA for construction is permitted only if:

(1) The State law authorizes the Federal Government to perform federal contracting on State land, and the State Attorney General provides a written opinion to that effect. Nonetheless, the State Attorney General shall not have to provide more than one opinion to that affect during a fiscal year.

(2) The use of In-Kind Assistance is an exception to the standard practice of using the grantee's procurement system. The grantee must submit a written request demonstrating a compelling reason to use Federal procurement to the grantor. The grantor is the final approval authority for all requests for In-Kind Assistance. Nonetheless, absent statutory or regulatory authority, the grantor has no authority to mandate the use of IKA or refuse to reimburse the grantee for authorized expenses that were not procured through IKA. The grantor may consider all methods of Federal procurement to include Economy Act transactions.

c. Equipment. Ownership of equipment acquired by the grantor remains vested with the Federal government and is considered to be Federal Owned Equipment (Chap 8). The provision of such equipment is not considered In-Kind Assistance.

d. Use of the Federal procurement system to contract supplies, services, or construction does not relieve the State of its responsibility to meet the match or share requirements specified in the appropriate Agreement.

e. In-Kind Assistance shall be for items/services identified and authorized in the appropriate agreement.

9-2. Transacting IKA

a. The costs of IKA are paid for with funds programmed to be expended within an agreement. These funds shall be de-obligated from the agreement and then be obligated as a Federal procurement on the Federal side. Use of IKA does not reduce nor relieve the State's share requirements.

b. Whenever the grantor provides "in kind assistance" the costs of which are funded in part by the grantor contributions and in part by grantee contributions as provided for in the agreement or appendix, the grantee shall credit the amount of its share of the cost of in-kind assistance against costs claimed for reimbursement under the Agreement on the next voucher submitted following the grantor's provision of in-kind assistance to the grantee.

9-3. Accounting for IKA

Accounting for IKA will be in accordance with paragraph 10-4 and paragraph 11-7 of this regulation.

Chapter 10 Defense Assistance Awards Data System Reporting

10-1. General

a. The Defense Assistance Awards Data System (DAADS) is the Department of Defense (DoD) automated reporting system of the DoD Assistance Award Action Report ([DD Form 2566](#)) for all Federal domestic assistance programs which includes all DoD Grants, cooperative agreements and other assistance arrangements.

b. The DoD Assistance Award Action Report is a U.S. Congressional mandate ([FFATA, Public Law 109-282](#)) that applies to all Federal domestic assistance programs including all Grants, cooperative agreements and other assistance arrangements. In accordance with the above authority all Federal Grant and Cooperative Agreement obligations, to include both increases and decreases, are required to be reported to Congress in this special report.

10-2. Responsibilities

a. All National Guard Federal assistance programs funded through an NGB Cooperative Agreement shall be reported in DAADS.

b. Defense Manpower Data Center/Statistical Information Analysis Division (DMDC/SIAD) is responsible for the DAADS report. NGB-PARC-A is responsible for coordinating with DMDC/SIAD the development of NGB specific DAADS report instructions and for providing grant officers with reporting instructions.

c. Grants officers, through their grant officer's representatives, are responsible for reporting directly to DMDC/SIAD, through DAADS, within 15 days of award/modification date.

10-3. Catalog of Federal Domestic Assistance Program Numbering System

The Catalog of Federal Domestic Assistance (CFDA) Program is a database maintained by the General Services Administration that classifies all Federal programs that provide funding to local government agencies, private institutions, and individuals. Each program is assigned a number and name. The Catalog of Federal Domestic Assistance (CFDA) Program Numbering System to be used by NGB is as follows:

- a. 12.400 Military Construction, National Guard (MILCON) (both ARNG and ANG projects).
- b. 12.401 National Guard Military Operations and Maintenance (O&M) (both ARNG and ANG projects).
- c. 12.404 National Guard Civilian Youth Opportunities Program (both ARNG and ANG projects).

10-4. In-Kind Assistance, Program Income and State Share Reporting

a. In-Kind Assistance is the Federal procurement of supplies or services provided for the grantee in support of a CA (Reference chapter 9). The costs of supplies or services purchased as IKA by the grantor are required to be reported on the Contract Action Report (CAR) through the Federal Procurement Data System-Next Generation (FPDS-NG). The value of IKA shall not be reported in DAADS. (DODGARS 21.545)

b. Program Income is the income received by the grantee that is directly generated by an activity supported through a Cooperative Agreement. The amount reported shall be in direct proportion of the Federal percentage in the Agreement's funding.

c. Program Income shall be reported in the DAADS as the non-Federal dollars amount; it shall not be reported as Federal assistance dollars.

d. The grantee's share is the cost, as identified in the budget and within the agreement, to be funded by the grantee for the performance of a CA. The grantee's share shall be reported in DAADS as the non-Federal dollars amount; it shall not be reported as Federal assistance dollars.

10-5. DAADS Report

a. Instructions for completing, filing and maintaining the DoD Assistance Award Actions Reports through DAADS can be found at [the NGB-PARC-A GKO Webpage](#).

b. Every CA, whether an appendix under the O&M MCA or one of its technical appendices, or a Special Military Project CA, has funds obligated/de-obligated through a CA Modification (Reference chapter 3). DoD assistance Award Action Reports accomplished through the DAADS shall be done for every CA funding action whether it is an increase or decrease, whether it occurs monthly, quarterly, incrementally or by phases.

Chapter 11 Finance

11-1. General

This chapter describes procedures for finance related actions for ARNG and ANG Agreements.

d. Agreement Budget Process. O&M MCA Appendices and Special Military Project Agreements are funded annually. The format, process and timeline for the submission of the proposed budget requests is indicated in each Agreement. CA PMs must adhere to the financial process requirements listed in their respective Agreement.

(1) NGB Directorates/NGB-OPR-PMs should direct the CA PM to submit a proposed annual budget in sufficient detail to allow the NGB PM to review and issue an approved budget for the execution of the appendix/agreement. The *approved budget* is the amount the CA PM/grantee anticipates will be needed to execute the appendix/agreement. The approved budget amount should be identified and entered in the appropriate section of the appendix/agreement prior to the beginning of the fiscal year.

(2) Though some NGB-OPR-PMs require a proposed annual budget submission from the CA PM, not all do. Some NGB Directorates/Activities issue a lump sum budget amount to the Command without specifying an exact amount that is to be allocated to the agreement. In those instances the Command and CA PM must identify a specific proposed budget to be entered in the appropriate section of the appendix/agreement. The approved budget amount should be the total dollar amount the grantor anticipates, subject to the availability of funds, being available for reimbursement for the grantee to fulfill its requirements in the Federal fiscal year. The approved budget amount should be identified and entered in the appropriate section the appendix/agreement prior to the beginning of the fiscal year.

(3) NGB Directorates/ NGB-OPR-PMs should provide, in writing, an approved budget amount for their respective appendix/agreement to States executing the appendix/agreement. The *approved budget* is the total amount that the NGB Directorate anticipates, subject to the availability of funds, being available to reimburse the grantee for its costs in fulfilling its responsibilities under a CA Appendix or agreement. The approved budget amount will be entered in the funding limitation section of the Appendix by the GOR at the beginning of each FY.

e. NGB-ARC and NGB-FM will issue funds to the USPFO/Assistant USFPO Air (Fiscal) via Funding Authorization Documents (FAD). State CA PMs will submit request for funding modifications to the GOR as required based on the issued FAD.

f. Electronic data interchange (EDI) and electronic fund transfers (EFT) are the DoD standard used to process payment requests and related actions.

11-2. Obligation

d. Federal (grantor) Obligation. Funds are obligated when the Grant officers or modification is executed, as stated in the Agreement or NGR 5-1, chapter 3. The amount stated in the Total Dollars Obligated column, which is the allotment applied to the agreement in the Funding Limitation Section of the agreement or appendix, represents the Government's maximum amount liability.

e. State (grantee) Obligation. Grantees must obligate funds in the Federal fiscal year or period of Federal availability as stated in the agreement/appendix. An obligation means any action under State law or procedure requiring payment by the grantee. A representation by competent authority within a State that it has obligated funds under State law may be relied upon.

11-3. Standards of Financial Administration

d. The grantee must expend and account for CA funds in accordance with State laws and procedures for spending and accounting for its funds. Grantee fiscal control and accounting procedures, as well those of its sub recipients and contractors, must be sufficient to:

(1) Permit preparation of reports required by NGB, DoD and the other Federal Government agencies.

(2) Permit the tracing of funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable Federal and State statutes.

e. The grantee must maintain effective internal controls and accountability over all CA funding.

f. All funds provided by the grantor (USPFO) are to be used solely for the purpose of making payments for items or services of allowable costs as specified in the Agreement.

g. Statutory or regulatory restrictions on Federal appropriations use are not normally removed by obligating appropriations to the CA. Costs incurred by a grantee under a CA that violate Federal agency appropriations restrictions may not be allowed. The USPFO shall resolve any questions (e.g. Bona Fide Need Rule) relating to the use or reimbursement funds in the Agreement prior to the funds being executed.

h. Direct payments from the Federal Government (USPFO) to any grantee contractor employee, grantee vendor or State government employee are prohibited unless directed by a court of competent jurisdiction.

i. Advance payments approved by the USPFO are considered a disbursement against the Operations & Maintenance (O&M) appropriation (AMSCO/EEIC). Advances are collected by processing reimbursements from the grantee as credit disbursements to the advance accounts and debiting the appropriate O&M accounting line.

11-4. Payment Processing (ARNG and ANG)

a. The NGB Cooperative Agreement program operates on the basis that the grantee expends State government funds first and then submits request (vouchers) for reimbursement from NGB for allowable CA costs. All approved CA agreement payments (to include Advances) made to the grantee by NGB are reimbursable payments. To process reimbursement payments the grantee shall provide an OMB Standard Form (SF) 270 (Request for Advance or Reimbursement) with supporting documentation to the CA PM. The supporting documentation will itemize, by AMSCO and EEIC, the amount of funds expended and the corresponding grantee accounting classification to be reimbursed.

b. ARNG CA PMs, or USPFO appointed alternate CA PMs, shall sign block 13 of the SF 270 and forward it to the USPFO comptroller office after reviewing and reconciling as needed the SF 270 and accompanying documentation with the grantee.

c. ANG CA PMs will review and reconcile as needed the SF 270 and accompanying documentation with the grantee and forward the SF 270 to the Asst USPFO Air (Fiscal) for his/her signature. ANG CA PMs do not sign in block 13.

d. Additional signatures (i.e. ANG CA PM, State Military Dept) required by the grantor will be entered in "This Space for Agency Use" block of the SF 270.

e. The signed SF 270, with required supporting documentation, shall be processed through the USPFO ARNG Comptroller and Assistant USPFO ANG Comptroller offices in accordance with DFAS and DoD finance requirements, to reimburse the grantee for authorized expenditures.

f. Upon review of the authorized charges by the CA PM, the USPFO/Asst USPFO Air (Fiscal) will reconcile and adjust the federal financial records accordingly.

g. The USPFO/Asst USPFO Air (Fiscal) will process reimbursement request from the grantee to DFAS so as to meet the requirements of U.S Treasury, 31 Code of Federal Regulation, Part 205, Rules and Procedures for Efficient Federal-State Funds Transfers [31 CFR Part 205](#) and the Cash Management Information Act Treasury-State Agreements.

11-5. Advance Payment Method

a. The advance method will be used only when grantees are required to have sufficient funds on deposit in the state treasury before a funding obligation may be incurred. To request authority for the advance method the grantee shall annually prepare and sign a memorandum (figure 11-1) and forward it to the USPFO NLT 1 Sep. The memorandum will include:

(1) An Estimated Cash Flow Requirements Chart (figure 11-2) listing cash requirements for each separate Agreement, MCA Appendix, Military Youth Program CA or Special Military Project Agreement.

(2) The grantee must submit an updated Estimated Cash Flow Requirements Chart with each monthly or periodic request for a cash advance payment.

(3) A statement that the grantee agrees that all advance payments shall be used solely for authorized services as specified in the agreement or Appendix.

(4) A statement that grantee books and records shall be made available, on request, for properly authorized representatives of the USPFO, CNGB, the Comptroller General, and if necessary, the State Auditor.

(5) A statement that the grantee agrees to minimize the time elapsing between the transfer of funds from the U.S. Treasury and their disbursement by the State. (no more than 45 days)

(6) The name, address, telephone number and email address of the State action officer to contact for additional information or if clarification is required.

b. States authorized the advance method must adhere to the following additional standards:

(1) The advance payment amount shall be placed in an account indicating that this is an advance for the State Army or Air National Guard.

(2) The grantee's advance payment shall not exceed the unpaid portion of the CA. Therefore, reimbursements at the end of the fiscal year shall directly offset the advance held by the State.

(3) The grantee shall execute a close out in accordance with paragraph 11-9. If there is a balance remaining on the advance at the time the CA is completed, the State (state treasury) will issue a check payable to the Disbursing

Officer for the remaining advance in the State account. The USPFO shall deposit the check funds via a Cash Collection Voucher (DD Form 1131) at the supporting DFAS or Operating Location (OPLOC).

c. Interest.

(1) The amount of interest due to the United States on funds advanced to the State or of interest due the State shall be determined and paid in accordance with 31 USC 6503, Intergovernmental Financing and such regulations as have been issued by the U.S. Department of Treasury and the DoD.

(2) The USPFO and Assistant USPFO for Air (Fiscal) shall monitor and minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement by the State, whether disbursement occurs before or after the transfer.

(3) The State may be accountable for interest earned on advances when the State does not minimize the time elapsing between the transfer of funds from the Treasury and the disbursement time.

11-6. Accounting for Program Income

a. Program income is reported on reimbursement or liquidation of advance payment vouchers as soon as such income is considered "received" pursuant to State accounting procedures. Un-liquidated amounts of program income will be carried forward on the next voucher.

b. The amount of program income will be added to the appropriate agreement budget as a State contribution regardless of the percentage of Federal contribution reflected in the agreement. The maximum estimated cost reflected in the appropriate CA budget will increase by the amount of program income; however, the maximum Federal funding limitation reflected in the agreement will not increase.

c. The amount the grantee requests for reimbursement will be reduced by the amount of program income received.

d. The USPFO will record program income as a reimbursement to the total requirement listed in the appropriate line of the approved activity budget or financial plan. Reimbursements are credited in the same proportion as the negotiated charges.

e. The grantee must expend funds derived from program income under the terms of the applicable appendices in the accounts reported (unless the State has authority to move expenditures to other MCA accounts). The grantee may not request Federal reimbursement for expenditures of program income funds and must maintain, for the USPFO, a fully auditable accounting of these expense transactions.

11-7. Accounting for In-Kind Assistance (IKA)

a. Whenever IKA is approved by the grantor, the total dollar amount of the IKA shall be de-obligated from the Agreement through a modification thus reducing the total dollars available to the grantee. When an agreement has a grantee match/share the grants officer is responsible for ensuring that the grantee meets its match/share requirements. The grantee shall credit the amount of its share of the costs of in-kind assistance against the costs claimed for reimbursement under the CA. This is accomplished as a credit from the grantee on a subsequent request for reimbursement; or as a credit on the next advance payment request. IKA is fiscal or program year sensitive and as such the credit due the Federal government may be in the form of a check if IKA coincides with the end of a fiscal year.

b. Government furnished property or equipment is not IKA because title to the property remains vested with the Federal government.

11-8. Accounting for Direct Reimbursement for Costs through Military Interagency Payment Request (MIPR)

a. The grantor may receive a MIPR to pay for the Incidental Incremental Costs (IIC) associated with a Military agency's use of facilities supported through a Grant officer. A MIPR will be processed IAW DFAS directives. Funds collected by the grantor as direct reimbursements will be added, through a CA modification, to the total dollars obligated for the appropriate CA. Those funds will then be available for reimbursement to the grantee.

b. Typically a MIPR will be supported by an Intraservice Support Agreement or an Interservice/Intragovernmental Support Agreement.

c. A MIPR shall not be used for the direct reimbursement in support of grantee employee or contract hire positions.

d. IIC funds received via a MIPR are not Program Income.

e. The USPFO will apply the proceeds from user charges to the appropriate AMSCO or EEIC in the same proportion these AMSCOs or EEICs constituted the function that generated the user charges. The USPFO will pass on, to the grantee, the appropriate amount from any proceeds that resulted from the use of facilities for which there is a required State matching share under the MCA. The amount of this income shall be credited against the total

requirements listed in the appropriate line of the approved activity budget or financial plan in the applicable Appendices. The grantee must request reimbursement under the terms of the applicable Appendices in the reported accounts unless they have approval to move the expenditures to other MCA accounts.

11-9. Accounting for Rebates, Credits, Discounts and Refunds

The grantee, when receiving any funds for rebates, credits, discounts and refunds, shall return to the grantor the Federal proportional share based upon the matching percentage of the earning CA appendix. This will be accomplished by applying the appropriate credit on the Standard Form 270. In those cases where the grantee receives an aggregate payment that crosses more than one CA appendix, the grantee will coordinate with the grantor as to the best way to credit these funds. The grantee shall promptly, but at least quarterly, remit interest earned on advances to the grantor. The grantee may keep interest amounts of \$100.00 per year for administrative expenses.

11-10. Final Accounting and Settlement

a. Some Agreements/Appendices cannot be liquidated of all obligations made during the period of fund availability. Some disbursements, both Federal and State, are made months and sometimes years after fund availability has expired. However, a CA cannot be closed out until all outstanding obligations have been paid or, with justification, cancelled by the USPFO. Timely close out of Grant officers is a key internal control measure.

b. Within 90 days after the end of the federal fiscal year, or upon termination or closeout of an Agreement, whichever is earlier, the grantee shall provide to the USPFO, a final accounting of all funding and disbursements under the agreement for the fiscal year.

c. If un-liquidated claims and un-disbursed obligations arising from the grantee's performance of the agreement appendix will remain 90 days or more after the close of the fiscal year, the grantee shall provide to the USPFO (NLT 31 Dec) a written request to keep the agreement appendix funding open. The request will include a consolidated, detailed listing of all un-cleared obligations and a projected timetable (date) for their liquidation and disbursement. The USPFO shall then set an appropriate new timetable for the grantee to submit final accounting and settlement. Subsequent requests will be submitted by the grantee every 90 days or so thereafter as long as there are un-liquidated claims or un-disbursed obligations. The USPFO, with proper justification, can choose to not extend the timetable and require that the remaining agreement appendix funding be de-obligated.

d. Costs incurred in a fiscal year which are not disclosed by the grantee within 90 days of the end of the Federal fiscal year shall not be eligible for reimbursement by NGB. The USPFO may extend the 90 day limit for good cause shown.

e. The USPFO shall close out the agreement or appendix for a specific fiscal year when it has been determined that all applicable administrative and financial actions have been completed, but not until all such actions have been completed.

11-11. Records

a. The grantee, the USPFO and the Assistant USPSO for Air (Fiscal) shall make records and accounts pertaining to the CA available for inspection by auditors and other authorized Government officials as required.

b. All financial and programmatic records, supporting documents, statistical records, and other records of the grantee which are pertinent to the CA shall be retained for six years and three months from the ending date of the CA. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or for a minimum of six years and three months whichever is later.

 MEMORANDUM FOR USPFO FOR (State)

SUBJECT: Request for FYXX Advance Payment Approval - (State),

1. Request advance payment authority for Army or Air National Guard's FYXX Cooperative Agreement (No.) between the National Guard Bureau and (State).

2. This request is required by (State) Statute (Number) which precludes the incurring of an obligation by the (State) unless funds are available in the state treasury in the form of an unencumbered balance to pay for the obligation. (State) has insufficient funds to fully support the Federal portion of this agreement. [IF APPLICABLE]
or

The funds apportioned by the (State) as its share of the agreement cost are not adequate to support the obligation and disbursement of funds for service required under the agreement. Therefore, in order to provide the service as required, an advance payment from the Federal Government is necessary.

3. (State) agrees that all advance payments received under this agreement shall be used solely for the authorized services specified in the agreement. Further, the books and records of the State shall be made available, on request, for inspection by properly authorized representatives of the United States Property and Fiscal Officer; Chief, National Guard Bureau and the Comptroller General. The books and records are also subject to the review of the State Auditor.

4. Furthermore, (State) agrees to minimize the time elapsing between the transfer of funds from the U.S. Treasury and their disbursement by the State.

5. Request Reimbursement Cycle of (No.) days.

6. The Cash Flow Forecast is attached and deviations in excess of 10% have been explained in a footnote.

7. Point of contact is (Name), (Office Symbol), (Telephone Number - commercial and DSN)

Encl:

Estimated Cash Flow Requirements

(Grantee Representative)

Signature

Figure 11-1 Sample Request for Advance Payment Approval

	(STATE)			
	AGREEMENT NUMBER (#)			
	FISCAL YEAR 20XX			
	ESTIMATED CASH FLOW REQUIREMENTS			
	APPENDIX	APPENDIX	APPENDIX	
	<u>1002</u>	<u>1003</u>	<u>1004</u>	<u>TOTAL</u>
OCT XX	27,500	9,600 (b)	5,700	42,800
NOV XX	27,500	29,600	5,500	62,600
DEC XX	27,500	9,600	5,250	42,350
JAN XX	35,000 (a)	9,600	5,250	49,850
FEB XX	27,500	19,600	5,250	52,350
MAR XX	27,500	9,600	5,250	42,350
APR XX	30,000	9,600	5,250	44,850
MAY XX	30,000	9,600	5,450	45,050
JUN XX	30,000	14,600	5,500	50,100
JUL XX	30,000	9,600	5,500	45,100
AUG XX	30,000	9,600	5,500	45,100
SEP XX	30,000	9,600	5,300	45,000
TOTAL	352,500	155,200	64,800	567,500

Figure 11-2 Sample Estimated Cash Flow Requirements Chart

Appendix A References

Section I Required Publications

This section has no entries

Section II Related Publications

[AFI 25-201](#)

Logistics- Support Agreements Procedures

[ANGI 65-601](#)

Air National Guard Financial Management

[DAADS Instructions](#)

Defense Assistance Awards Reporting Data System

[DFAS 37-100- XX Manuals](#)

The Army Management Structure

[DoD Instruction 4000.19](#)

Inter-service and Intra-governmental Support

[DODD 3210.6R](#)

Defense Grants and Agreements Regulatory System (DGARS)

[DoD FMR V12 Ch5](#)

Grants and Cooperative Agreements

[NGB Office of the PARC Document Library](#)

Grants Cooperative Agreement Policy Letters (GCAPL) and Point Papers

[OMB Cir No A-89](#)

Federal Domestic Assistance Program Information

[OMB Cir No A-133](#)

Audits of States, Local Governments and Non-Profit Organizations

[OMB Cir No A-102](#)

Grants and Cooperative Agreements with State and Local Governments

[OMB Cir A-123](#)

Internal Control Systems Management Accountability and Control

[2 CFR 215](#)

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

[2 CFR 225](#)

Cost Principles for State, Local and Indian Tribal Governments

[10 USC Ch 1803](#)

Facilities for Reserve Components

[31 CFR 205](#)

Rules and Procedures for Efficient Federal-State Funds Transfers

[31 USC Ch 63](#)

Using Procurement Contracts and Grant and Cooperative Agreements

[31 USC Ch 65](#)

Intergovernmental Cooperation

[31 USC Ch 75](#)

Requirements for Single Audits

[32 CFR 33](#)

Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

[32 USC](#)

United States Code

Section III

Prescribed Forms

This section has no entries

Section IV

Referenced Forms

[DD Form 577](#)

Appointment/Termination Record – Authorized Signature

[DD Form 2566](#)

DoD Assistance Award Action Report

[SF 270](#)

Request for Advance or Reimbursement

Glossary

**Section I
Abbreviations**

ANG
Air National Guard

ARNG
Army National Guard

CA
Cooperative Agreement

CA PM
Cooperative Agreement Program Manager at State level

CFR
Code of Federal Regulations

CFMO
Chief Facilities Management Officer

CNGB
Chief, National Guard Bureau

DAADS
Defense Assistance Awards Reporting System

DoDGARS
Defense Grants Management Information System

DoD
Department of Defense

GOR
Grants Officer's Representative

MCA
Master Cooperative Agreement

MCCA
Military Construction Cooperative Agreement

NG
National Guard

NGB
National Guard Bureau

NGB-OPR- PM
National Guard Bureau Office of Primary Responsibility Program Manager

OMB

Office of Management and Budget

SJA

Staff Judge Advocate (Local AGR)

TAG

The Adjutant General

USC

United States Code (of Federal Public Law)

USPFO

United States Property and Fiscal Office or United States Property and Fiscal Officer

Section II**Terms****Army National Guard and Air National Guard Master Cooperative Agreements**

Any agreements entered into by the Department of Defense, National Guard Bureau, with the States, funded by Department of Defense appropriations for the Army National Guard and Air National Guard, for construction, minor construction, maintenance, repair, or operation of facilities, operations of the Army National Guard and Air National Guard, and for other programs authorized and directed by Congress or the Department of Defense to be performed by the States and the National Guard Bureau.

Air National Guard

That part of the organized militia of the several States and Territories, Puerto Rico, and the District of Columbia, active and inactive, that—a) is an air force; b) is trained, and has its officers appointed, under the sixteenth clause of section 8, article I of the Constitution; c) is organized, armed, and equipped wholly or partly at Federal expense; and d) is federally recognized (32 U.S.C. § 101).

Army National Guard

That part of the organized militia of the several States and Territories, Puerto Rico, and the District of Columbia, active and inactive, that—a) is a land force; b) is trained, and has its officers appointed, under the sixteenth clause of section 8, article I of the Constitution; c) is organized, armed, and equipped wholly or partly at Federal expense; and d) is federally recognized (32 U.S.C. § 101).

Airport Authority

A Public Agency controlling a Public Airport A Public Agency means a State or any agency of a State, a municipality or other political subdivision of a State, a tax supported organization, or an Indian tribe or pueblo. Public Airport means an airport which is used for or to be used for public purposes, under the control of a public agency, and the landing area of which is publicly owned. [Extracted from Public Law 97-248]

Chief, National Guard Bureau

The Chief, National Guard Bureau means the head of the National Guard Bureau or his/her designee.

Direct Costs

Are costs that can be identified specifically with a particular cost objective. These costs may be charged directly to the CA against which costs are finally lodged. Direct costs may also be charged to cost objectives used for the accumulation of costs pending distribution in due course to the CAs ultimate cost objective.

Equipment

For the purposes of 32 CFR 33.32, equipment means any equipment purchased for the performance of this MCA that is not "military equipment".

Fiscal Year

The Federal Fiscal Year that runs from October 1 to September 30

Grantee

The State (TAG), organization or other entity receiving a grant or cooperative agreement from a DoD Component

Grants Officer (Grantor)

An individual appointed by the NGB, Head of Contracting Activity (HCA) authorized to provide approvals, receive reports, modify or change the terms of this MCA, provide funds under the MCA or take any other action for NGB under this MCA except for deciding any appeal of a dispute under this MCA as provided in Article XII – Termination, Enforcement, Claims, Disputes, Resolution and Appeals, Section 1203.

Grants Officer Representative

A representative of the grants officer acts within the limits of his or her authority as delegated, in writing, by the grants officer

Indirect costs

Are generally unallowable for CA purposes. Indirect costs are those costs incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefited.

In-Kind Assistance

The Federal procurement of supplies and or services, in lieu of funds, to satisfy NGB's obligation of assistance support to the grantee

In-Kind Contribution

Property or services (valued at the time of the contribution at fair market value) which benefit a federally assisted program or activity contributed by the grantee to satisfy (in whole or in part) the grantee's match share of assistance to the agreement.

Interservice, Intraservice or Intragovernmental Support Agreement

A formal agreement that defines recurring services to be provided by one supplier to one or more receivers and defines the basis for calculating reimbursement charges for services. It shall be used to define clearly the terms and conditions of the agreement including, when appropriate, a cost breakdown, and special instruction for each area or category of support.

Local Government Entities

State political subdivisions, counties, cities, towns, townships, airport authorities, school districts

National Guard Bureau

Is a Joint Bureau of the Department of the Army and the Department of the Air Force, headed by a chief who is the advisor to the Army Chief of Staff and the Air Force Chief of Staff on National Guard matters. The National Guard Bureau is the channel of communication between the departments concerned and the several States, Territories, Puerto Rico, and the District of Columbia, on all matters pertaining to the National Guard, the Army National Guard of the United States, and the Air National Guard of the United States.

State

Any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any Territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments. (DoDGARS, Part 33.3)

Supplies

For the purposes of 32 CFR 33.33, supplies means any supplies purchased for the performance of this MCA that are not "military supplies".

Territory

Territory means any Territory. However, for purposes of laws relating to the militia, the National Guard, the Army National Guard of the United States, and the Air National Guard of the United States, "Territory" includes Guam and the Virgin Islands (32 U.S.C. § 101).

The Adjutant General

a. The Adjutant General (TAG) is the head of the State [Commonwealth, or Territory] Military Department, appointed by the Governor of the State [Commonwealth, or Territory], according to the respective State's [Commonwealth's, or Territory's] constitution, or statute.

b. The TAG: 1) receives funds and property and accounts for all expenditures and property acquired through this MCA; and 2) make returns and reports concerning those expenditures and that property, as required by this MCA.

United States Property and Fiscal Officer

a. The United States Property and Fiscal Officer (USPFO) is the qualified commissioned officer of the Army National Guard or the Air National Guard, as the case may be, designated by the Chief, National Guard Bureau, to be the United States Property and Fiscal Officer of a State or Territory.

b. The USPFO receives and accounts for all funds and property of the United States in the possession of the National Guard for which he/she is property and fiscal officer; and make returns and reports concerning those funds and that property, as required by the Secretary concerned. (32 USC Section 708)

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: June 3, 2026

Report: **RECEIVE AND FILE A BRIEFING FOR THE 2026 WASHINGTON, DC LEGISLATIVE TRIP**

Motion: Receive and file a briefing for the 2026 Washington, DC Legislative trip.

Background:

On April 12th through April 16th, JPA Commission representatives and staff traveled to Washington, DC to complete the Authority’s annual legislative trip. Highlighted in the conference were key discussions on energy resiliency for military installations, and the criticalness of growing community partnerships for redundancy efforts.

LEGISLATIVE ITINERARY

Monday, April 13

9:15 AM Depart Hotel
1000 H Street
Washington, DC 20001

9:30 AM Pre-Brief / HB Strategies Offices
733 10th Street, NW, Suite 900, Washington DC

11:20 AM Pentagon - Defense for Acquisition and Sustainment
Rebecca Isacowicz and Team
Deputy Assistant Secretary of Defense for Energy Resilience and Optimization

Topics of Discussion:

- March Regional Economic Impacts
- March ARB Missions / Total Force Integration
- Defense Community Partnership - Energy Resilience
- Installation Sustainment | Flood Control
- KC-46 Beddown Support
- IGSAs & DCIP

1:30 PM Pentagon - Headquarters Air Force
ToniAnn Fisher
Director, Air Force Community Partnership and Mission Sustainment

Topics of Discussion:

- March Regional Economic Impacts
- March ARB Missions / Total Force Integration
- Defense Community Partnership - Energy Resilience
- Joint Use Agreement Negotiations – DAF Audit, Guidance / Instructions
- Installation Sustainment | Flood Control
- KC-46 Beddown Support
- IGSAs & DCIP

3:00 PM Office of Local Defense Community Cooperation (OLDCC)
Patrick O'Brien, Director

Topics of Discussion:

- Defense Community Partnership - Energy Resilience | TTX Status
- WMWD Partner – Water Resiliency Update

Tuesday, April 14

10:30 AM Office of Senator Adam Schiff
David Grannis, Senior Policy Advisor
Olivia Oo, Policy Advisor

Topics of Discussion:

- March Regional Economic Impacts
- March ARB Missions | Total Force Integration
- Defense Community Partnership - Energy Resilience
- Joint Use Agreement Negotiations – DAF Audit, Guidance / Instructions
- Civil Operations / Refueling Operations at MIPAA
- Infrastructure & Flood Control
- KC-46 Beddown Support
- IGSAs & DCIP

12:00 PM House Armed Services Committee (HASC)
David Sienicki, Professional Staff Member
Sapna Sharma, Professional Staff Member
Michaela Reardon, Professional Staff Member
Drew Kennedy, Professional Staff Member
Jeanine Womble, Counsel

Topics of Discussion:

- March Regional Economic Impacts
- March ARB Missions / Total Force Integration
- Defense Community Partnership - Energy Resilience
- Joint Use Agreement Negotiations – DAF Audit, Guidance / Instructions
- Civil Operations / Refueling Operations at MIPAA
- Infrastructure & Flood Control
- KC-46 Beddown Support
- IGSAs & DCIP

1:30 PM Office of Senator Alex Padilla
Jose "JJ" Villalvezo, Policy Advisor

Topics of Discussion:

- March Regional Economic Impacts
- March ARB Missions / Total Force Integration
- Defense Community Partnership - Energy Resilience
- Joint Use Agreement Negotiations – DAF Audit, Guidance / Instructions
- Civil Operations / Refueling Operations at MIPAA
- Infrastructure & Flood Control
- KC-46 Beddown Support
- IGSA's & DCIP

2:20 PM Rayburn House Office Building
Congresswoman Young Kim

Topics of Discussion:

- March Regional Economic Impacts
- March ARB Missions / Total Force Integration
- Defense Community Partnership - Energy Resilience
- Joint Use Agreement Negotiations – DAF Audit, Guidance / Instructions
- Civil Operations / Refueling Operations at MIPAA
- Infrastructure & Flood Control
- KC-46 Beddown Support

3:00 PM Rayburn House Office Building
Congressman Ken Calvert

Topics of Discussion:

- March Regional Economic Impacts
- March ARB Missions / Total Force Integration
- Defense Community Partnership - Energy Resilience
- Joint Use Agreement Negotiations – DAF Audit, Guidance / Instructions
- Civil Operations / Refueling Operations at MIPAA
- Infrastructure & Flood Control
- KC-46 Beddown Support
- IGSA's & DCIP

4:00 PM Rayburn House Office Building
Congressman Mark Takano

Topics of Discussion:

- March ARB Missions | Total Force Integration
 - Defense Community Partnership - Energy Resilience
 - Joint Use Agreement Negotiations – DAF Audit, Guidance / Instructions
 - Civil Operations / Refueling Operations at MIPAA
 - Sustainable Infrastructure
 - KC-46 Beddown Support
-

Wednesday, April 15

9:00 AM Federal Aviation Administration
Department of Transportation
Jessica Sypniewski
Deputy Associate Administrator for Airports

Topics of Discussion:

- March Regional Economic Impacts
- FAA Investment Impact
- MIPAA Reliever Airport Status
- March ARB Missions | Total Force Integration
- Defense Community Partnership - Energy Resilience
- Joint Use Agreement – DAF Audit, Guidance and Instructions
- Civil Operations / Refueling Operations at MIPAA
- Sustainable Infrastructure

10:00 AM Committee on Transportation & Infrastructure
Subcommittee on Aviation
Lauren R. Dudley
Staff Director, Minority

Topics of Discussion:

- March Regional Economic Impacts
- MIPAA Reliever Airport Status
- FAA Investments
- March ARB Missions | Total Force Integration
- Defense Community Partnership - Energy Resilience
- Joint Use Agreement – DAF Audit, Guidance and Instructions
- Civil Operations / Refueling Operations at MIPAA
- Sustainable Infrastructure

11:00 AM Jett Thompson
Director, Government Relations, Metrea

Topics of Discussion:

- March Regional Economic Impacts
- Federal Authorizations Support
- Joint Use Airport
- Infrastructure Sustainability
- Defense Community Partnerships

12:00 PM T&I Committee Majority
Aviation Subcommittee
Joseph Schmoll, Senior
Professional Staff Member
Archie Miller, Research Assistant

Topics of Discussion:

- March Regional Economic Impacts
- MIPAA Reliever Airport Status
- FAA Investments and Airport Projects

- March ARB Missions | Total Force Integration
- Defense Community Partnership - Energy Resilience
- Joint Use Agreement – DAF Audit, Guidance / Instructions
- Civil Operations / Refueling Operations at MIPAA
- Sustainable Infrastructure

1:00 PM Department of Agriculture
Natural Resources
Under Secretary Michael Boren
Josh Jamison, Chief of Staff

Topics of Discussion:

- March Regional Economic Impacts
- Cactus Channel - USDA Perpetual Easements
- Defense Community Partnership

2:30 PM Pentagon - Air Force Reserve Command
Lt. Gen. John Healy
Chief of Air Force Reserve and Commander

Topics of Discussion:

- March Regional Economic Impacts
- March ARB Missions | Total Force Integration
- Defense Community Partnership - Energy Resilience
- IGSA's and DCIP
- Sustainable Infrastructure
- KC-46 Beddown Support
- Joint Use Agreement Negotiations – DAF Audit, Guidance / Instructions

Attachment(s): DC Legislative Platform April 2026



MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY

2026 LEGISLATIVE PLATFORM

Background:

The March Joint Powers Authority has successfully redeveloped nearly 2,000 acres of former Air Force properties and preserved over 500 acres of permanent open space with nearly 400 acres planned for future conservation areas. The Authority has completed these efforts by fostering successful public-private partnerships for the development with public and private partners. March JPA, in partnership with March Air Reserve Base (MARB) leadership, is strengthening the installation's readiness and resilience so airmen supporting current operations have the infrastructure, services, and community support they need to train, deploy, and return home safely.

Strategically positioned in western Riverside County, the March Joint Powers Authority (JPA) is governed through a partnership of the Riverside County Board of Supervisors and the City Councils of Moreno Valley, Perris, and Riverside. The March JPA anchors the Inland Empire's largest employment and business center and is home to California's fourth largest Foreign Trade Zone.

Through joint projects with MARB, including joint-use water, gas, and energy infrastructure, runway and flood-control improvements (Heacock and Cactus channels, Lateral B, and other drainage projects), March JPA is directly enhancing the operability and safety of a key power-projection platform for the Air Force. These investments reduce flood risk to runways, mission-critical facilities, and access routes, ensuring aircraft can launch and recover when needed and airmen can reach the base safely during extreme weather events. Beyond flood control, March JPA actively partners with MARB on energy resiliency planning and programs designed to strengthen the installation's ability to sustain operations during grid disruptions and other energy-related contingencies. Through coordinated planning on shared energy infrastructure, the Authority supports MARB's efforts to maintain reliable power to mission-critical facilities, reduce dependence on commercial grid vulnerabilities, and advance installation energy security in alignment with Department of the Air Force resilience priorities. Together, these infrastructure and energy investments position March ARB as a more capable, reliable, and resilient power-projection platform for the warfighter.

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Within the past 12 years (FY13 through FY25), the following entities received tax increments from assessed valuation placed on the property tax rolls, sales taxes, franchise fees as well as land sales revenues from March JPA Planning Areas:

- a. Riverside County = \$84.31 Million Total**
 - i. \$79.35 Million (tax increment/sales tax/TOT/franchise fees)
 - ii. \$4.96 Million (land sales revenue)
- b. Moreno Valley = \$16.74 Million Total**
 - i. \$11.78 Million (tax increment/sales tax/TOT/franchise fees)
 - ii. \$4.96 Million (land sales revenue)
- c. City of Riverside = \$15.34 Million Total**
 - i. \$10.38 Million (tax increment/sales tax/TOT/franchise fees)
 - ii. \$4.96 Million (land sales revenue)
- d. City of Perris = \$15.33 Million Total**
 - i. \$10.37 Million (tax increment)
 - ii. \$4.96 Million (land sales revenue)

Within the same period of FY13 through FY25, the March Air Reserve Base and March Joint Powers Authority completed, or will be completing, the following joint projects through community partnership agreements and collaborations:

- a. Joint Use / Water / Gas / Energy Infrastructure = \$5.2 Million (In Progress)**
 - i. MIPAA payments to MARB per Joint Use Agreement (Ongoing) = \$1,976,208 in 2025 payments
 - ii. OLDCC Joint Energy Study for Mission Readiness (In Progress) = \$700,000
 - iii. Gas system update outside cantonment area (Planning In Progress) = \$2 Million
- b. Lateral B Channel (11,000 LF) = \$16+ Million (In Progress)**
 - i. Partnership with the Department of War, March JPA, JPA private partners, and Riverside County Flood Control and Water Conservation District.
 - ii. Provides flood and BASH protection for airport runway 14/32.
- c. Pressure Reducing Valve = \$4 Million (Completed in 2023)**
 - i. Partnership with the Department of War, Western Municipal Water District, March JPA, and JPA private partners to replace water infrastructure to MARB;
 - ii. Increase water pressure to MARB with ongoing improvements within the cantonment area by Western Municipal Water District.
- d. Heacock Channel (10,500 LF) = \$18+ Million (Completed in 2018)**
 - i. Removed 400+ residents near the Base from a flood zone;
 - ii. Protects over 500 acres of federal and non-federal properties from flood events;

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- iii. Protects federal landfill and groundwater monitoring wells from erosion;
- iv. Protects public streets and local businesses from flooding.

e. Cactus Channel = \$26 Million (Please see following discussions)

The following are the federal legislative priorities for the March Joint Powers Authority.

Federal Budget and Authorizations

DOW Funding

March JPA supports robust funding for the Department of War. March JPA constantly monitors the federal budgetary and appropriations process to advocate for and achieve March JPA's mission and objectives, as well as to support March Air Reserve Base. In doing so, March JPA helps ensure MARB remains a ready, resilient installation capable of supporting airmen engaged in current operations in the Middle East and other global missions. As the Base begins to implement new missions or activities based on changes to strategy and the appropriations that may come, March JPA will continue to advocate for activities and projects at March Air Reserve Base and in our larger community.

The March JPA will continue to advocate for the allocation of funding priorities contained within the FY26 budget request as well as the implementation of JPA objectives included in the FY26 Defense appropriations bill. The March JPA will also closely monitor the FY27 Budget and Appropriations processes and provide input and advocacy to our Congressional Delegation and relevant Agency officials when necessary.

Defense Community Infrastructure Program

Sustaining our nation's defense infrastructure is critical to maintaining the competitive edge of our force. Much of the burden for providing essential municipal services and infrastructure (i.e., roads, utilities, transit, railways, ports, emergency response and social services) to military installations, service members and their families falls on state and local governments. With no current federal funding available to help communities, in many cases, these critical off-base, military-connected services and infrastructure projects do not happen at all.

The Defense Community Infrastructure Program (DCIP) allows DoW to work with state and local governments by providing a matching grant to address the critical off-base infrastructure needs that have a direct impact on the military value and readiness. March JPA has and will continue to advocate for increasing funding to the level of at least \$100 million. These funds provide additional opportunities for defense communities around California to continue to assist our military installations and to promote national security and regional objectives. By advancing DCIP-eligible projects around MARB, March JPA strengthens the off-base infrastructure that airmen and their families rely on before, during, and after deployments in support of worldwide contingency operations

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March JPA will ask Congressional representatives to fully fund DCIP FY27 and to work with DoW and Congress on the criteria for the program. This investment will not only directly enhance the critical military value of MARB, but it will also have a larger impact by leveraging state, local, private sector, and even other federal investments through a matching requirement. This could result in an estimated \$300-\$400M total impact nationwide. This is an infrastructure plan that prioritizes national security.

KC – 46 Bed Down Mission

In January of 2022, Air Force officials chose March Air Reserve Base as the preferred location for the KC-46 Pegasus bed down mission. The fleet would replace older KC-135 tankers with the expectation that the new aircraft would begin operations at the Base in 2029. Hangar construction began in March of 2026. As MIPAA experiences growth on its two airport parcels over the next few years, military missions will take priority pursuant to our joint use agreement with the Air Force. MIPAA has completed its Airport Master Plan and concurrently updated the Airport Layout Plan, in partnership with MARB leadership. The plan includes additions to joint-use flying facilities that are mutually beneficial to federal and non-federal uses.

Through the March Inland Port Airport Authority and the Joint Use Agreement, March JPA helps maintain and improve shared flying facilities, ensuring adequate runway, taxiway, and apron capacity for air refueling and airlift missions that support deployed forces. Through its public-private partnerships, MIPAA will continue to coordinate improvements on non-federal lands that would be of benefit to the KC-46 mission and other military missions, at March. By planning for and supporting the KC-46 beddown and related airfield improvements, March JPA is helping the Air Force modernize its tanker fleet at MARB, which is critical to sustained global operations and support to airmen in theater.

March JPA will continue to advocate for the necessary Base runway and infrastructure improvements sought by the Base.

Energy Resiliency Readiness

March ARB's mission priorities—enhancing readiness, supporting operations, and enabling innovation—depend on a reliable energy supply. Modern Defense Energy Architecture (DEA) calls for hardened, distributed, and resilient energy systems capable of sustaining operations independent of the commercial grid.

While microgrids are a proven solution, the objective at March ARB is broader: achieving full energy and infrastructure resiliency through a combination of technologies and system improvements. DoW installations such as Miramar, Tyndall, and Yokota have demonstrated the importance of these investments in maintaining Continuity of Operations (COOP).

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The existing electric grid remains vulnerable to disruptions from wildfires, earthquakes, Public Safety Power Shutoffs (PSPS), cyber threats, and other hazards—creating unacceptable risks to mission assurance.

Energy Resiliency Readiness Exercise

This summer, the Office of Energy Assurance (OEA) and Air Force Civil Engineer Center (AFCEC) will conduct a mandated Department of the Air Force Energy Resiliency Readiness Exercise (ERRE) at March ARB. The after-action report will identify critical gaps, vulnerabilities, and prioritized solutions for on-installation energy systems (from the substation inward).

At the same time, the March Inland Port Airport Authority (MIPAA) is leading an OLDCC-funded study evaluating the external power grid serving March ARB (up to the substation).

Together, these efforts will provide a comprehensive, end-to-end assessment of energy resilience, spanning both on-base and off-base infrastructure.

The alignment of the ERRE, MIPAA’s OLDCC study and planning efforts creates a unique opportunity to:

- Identify coordinated infrastructure investments
- Prioritize high-impact resiliency projects
- Advance solutions that position March ARB as a fully energy-resilient installation.

A resilient energy framework at March ARB may include a mix of solutions such as:

- Backup generation for mission-critical operations
- On-site renewable energy (e.g., solar PV)
- Battery energy storage systems (BESS)
- Hydrogen and long-duration energy storage
- Advanced nuclear (SMRs)
- Installation-wide energy management and control systems

Study and design efforts are programmed for FY26, with full operational capability targeted by FY31.

The convergence of federal assessments and local planning provides a time-sensitive opportunity to make strategic investments in energy resilience at March ARB. Supporting these efforts will ensure mission assurance, strengthen national security, and enhance the region’s ability to respond to disasters—while positioning March as a model for resilient military installations nationwide.

Flood Control

Cactus Drainage Channel – Approximately \$27 million – Engage with USDA for \$3.412M

The Cactus Channel is a regional natural bottom drainage facility located along the northerly boundary of MARB and March JPA. The channel is surrounded by areas designated by FEMA as Zone A. Storm flows within Cactus Channel negatively impact surrounding areas and result in road closures along and around MARB properties as well as surrounding communities. The undersized condition of the channel has resulted in swift water rescues during major storm events. While the Cactus Channel carries flows that directly tie into the Heacock Channel Project, improving the facility contemporaneously with the Heacock Channel Project was not feasible due to the excessive construction and environmental mitigation costs. As such, the two channel projects were bifurcated. Heacock channel was completed in 2018 and the Cactus Channel is slated for construction in late 2026 to early 2027. The Cactus Channel has multiple ownership interests requiring maintenance by each of the owners and such maintenance activities require ongoing permitting by the Army Corps of Engineers, the California Department of Fish & Wildlife as well as the Santa Ana Regional Water Quality Board. Rainfall as small as five-year events continue to undermine the condition of the channel, the sustainability of neighboring City of Moreno Valley (Moreno Valley) storm drain facilities and contribute to an ongoing waterfowl issue near MARB. The unimproved nature of the channel is also contributing to the continued deterioration and failure of certain storm outlets within the City of Moreno Valley. As with the Heacock Channel Project, the improvement of the Cactus Channel will require a cooperative effort between MARB, Riverside County Flood Control and Water Conservation District (RCFCWCD), March JPA and the City of Moreno Valley. One other agency that will be involved in the Cactus Channel Improvement Project is the USDA Forest Service, which owns approximately 55-acres adjacent to Cactus Channel. A portion of the USDA parcel houses a 10-acre CalFire Headquarters facility. While the USDA parcel is designated as an important asset for public emergency services, it is encumbered during storm events where water flows limit or prevent access to and from the parcel. As with the USDA Forest Service parcel, MARB and the privately-owned K-4 parcel contribute to the overall health of economic viability in the region. As such, these critical public facilities must be protected from all man-made and natural threats that include the neighboring undersized channel.

The U.S. Forest Service Regional Office and Headquarters in D.C. support the issuance of Cactus Avenue channel easements to Riverside County Flood Control District for construction and maintenance. The JPA will continue to work with USDA/USFS to define needed easements that support the completion of this project.

Lateral B West March Master Drainage Improvements - Approximately \$16+ million (Fully Funded – Under Construction)

Meridian Business Park, Riverside National Cemetery and Westmont Village (formerly Altavita Village) convey onsite stormwater flows to the northwest corner of Van Buren Boulevard and the I-215 freeway. Riverside National Cemetery and Westmont Village convey flows to four existing culverts south of Van Buren Boulevard and north of Western Municipal

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Water District's sewage treatment plant. These stormwater flows travel east, through culverts, under the I-215 freeway and outlet onto March Air Reserve Base.

The West March Master Drainage Plan is a five-phase project and design which will ultimately reroute and convey these onsite flows outside March Air Reserve Base to Perris Valley Storm Drain Lateral B.

Phase I: Consists of a series of regional detention basins in Meridian Business Park that have already been constructed.

Phase II: Consists of 2,500 linear feet of storm drainpipe south of Van Buren Boulevard and will tie into existing culverts. A private developer will fund the improvements.

Phase III: Consists of a regional drainage channel on private development that will convey stormwater flows to the southeast corner of Parcel D2.

Phases IV and V: Consist of an underground reinforced concrete box that will convey flows to Riverside County Flood Control's Lateral B channel (Perris Valley Storm Drain) south of the Base. The project is fully funded between March JPA, JPA private partners and Riverside County Flood Control. Project design is complete and easement approval by the Base is in progress. Construction to start in 2024 provided construction and maintenance easements are obtained from the Base.

Construction In Progress.

Joint Use Airport Authority

Joint Military-Civilian Airport

Following the realignment of March Air Force Base to an Air Reserve Base in 1995, the March Joint Powers Authority established the March Inland Port Airport Authority (MIPAA) to manage 365 acres of surplus military property on the airfield. MIPAA operates under the terms and conditions of a Joint Use Agreement (JUA) with the Air Force, governing the shared use of March ARB's flying facilities, which include the control tower, taxiways, navigational aids, and runways. As part of this arrangement, MIPAA financially contributes to the operation and maintenance of these jointly used facilities through a portion of the landing fees collected from its users. March Inland Port (MIP) supports civil aircraft operators transporting Army troops by providing fueling and custodial services through its fixed base operator, Million Air. Capital improvements and planning efforts at the airport are funded in part through Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and Airport Improvement Grant (AIG) funding. MIPAA holds a "Reliever" airport designation in the FAA's National Plan of Integrated Airport Systems (NPIAS), reflecting its role in reducing congestion at primary commercial service airports in the region.

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Successfully managing any competitive, service-oriented public organization requires a clear set of goals that define customer experiences and stakeholder expectations. The following goals for future growth at MIP:

- Maintain strong working relationships with the March Air Reserve Base.
- As a reliever airport within the FAA's National Plan of Integrated Airport Systems (NPIAS), develop strong partnerships with Ontario International Airport (ONT) and San Bernardino International Airport (SBD).
- Implement approved Airport Master Plan and facilitate future development and air service, as well as make improvements to taxiways and infrastructure as approved by MARB.
- Expand Foreign Trade Zone (FTZ #244) to include all of western Riverside County.
- Bring Customs to the airport (Port of Entry Status).
- Expand air cargo operations through the completion of a parcel D-1 development and consistent with Joint Use Agreement terms.
- Support DOW air refueling missions by expanding DOW contractor presence at MIP such as Metrea and Omega.
- Improve public service offerings at the general aviation facility through the construction of additional GA hangars to accommodate Part 135 operations and future Part 139 Class III operations.

March Inland Port Airport has been a beneficiary of the Federal Aviation Administration's Airport Improvement Program (AIP) and, historically, the Military Airport Program (MAP). The Authority's adopted 2024 Airport Master Plan establishes a 20-year planning horizon and capital investment roadmap, identifying infrastructure improvement opportunities and development potential across the airport's footprint. Expansion of air cargo operations is a central element of the Master Plan, anchored by a planned aviation facility on the north side of Parcel D1. Private development activity on Parcels D1 and D2 generates revenues that support both infrastructure improvements and facility refurbishment at MIPAA, while also providing financial contributions to March Air Reserve Base pursuant to the terms of the Joint Use Agreement with the Air Force. The Authority is actively supporting the expansion of Department of War air refueling operations at March Inland Port by facilitating the growth of Metrea and Omega Air Refueling's presence at the airport. This initiative strengthens the airport's strategic value as a platform for military mission support while reinforcing its long-term operational relevance. Additionally, the Commission recently approved a marketing initiative to position March Inland Port for

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executive charter operations, further diversifying the airport's service offerings and enhancing its standing relative to its FAA airport system designation.

Airport Funding - FAA Capital Improvement and Planning Grants

Previous FAA grant funding provided MIPAA with a host of environmental, design and construction projects. To date, MIPAA has received (16) sixteen grants that supported construction of an aviation fuel facility, rehabilitation of an aircraft parking apron, independent utility service to the civil airport, an executive terminal, and a host of planning, environmental and design grants.

In 2025, MIPAA embarked on much-needed apron rehabilitation work starting with Taxiway G realignment and apron reconstruction work on the north side of the airport's main apron. This work is consistent with the airport's approved Airport Master Plan (MP) and updated Airport Layout Plan (ALP). Phase 2 of this work is slated to begin 2nd Quarter of 2026.

For planning and new construction efforts, MIPAA has relied on Airport Improvement Program (AIP) and Airport Improvement Grant (AIG) funding by the FAA. MIPAA has been in MAP on two occasions and has now graduated to AIP, AIG and Cargo Entitlement funds. It should be noted that MIPAA does not currently have a MAP eligible project, however the adopted airport master plan could result in MAP eligible projects. MIPAA's 2026 -2031 ACIP totals \$37,551,00 over the next 5-year period.

Preserving and Expanding the Economic Viability of March Air Force Reserve Base

Identifying Missions and Activities to Support the Base and Siting Decisions to the Inland Empire

March Air Force Base converted to March Air Reserve Base on April 1, 1996, which resulted in the surplus of approximately 4,400 acres of property and a number of buildings. Base realignment resulted in a significant impact to the local economy, including direct losses of military and civilian jobs, loss of contract spending by the base, and loss of indirect economic activity because of the changes. Throughout its 25 years in existence, March JPA has worked in coordination with MARB to identify missions and activities in support of the base and to encourage base siting in the inland empire. By working with MARB to identify and support additional missions, March JPA helps preserve a critical platform for projecting airpower and supporting airmen engaged in current and future global operations

Monitoring and Protection of MARB Missions from a Possible Future BRAC Round

To date, five Base Realignment and Closure (BRAC) rounds have been conducted. With each round, the process of identifying bases for closure or realignment has become more streamlined. In 2005, information known as data calls was collected by Department of War (DoW) evaluators across 41 selection criteria covering 1,831 specific questions for Air Force commands. However, critical information pertaining to a base's tenant commands is still not adequately captured and reported to DoW evaluators. For example, multiple reserve units are tenants at MARB but these units report as independent islands through their own chain of

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command. Consequently, it appears these ‘islands’ have no troop amenities (i.e. gymnasium, commissary, etc.) because MARB reports the amenities as part of its own data call responses. There is a potential threat of losing tenant units in future BRAC rounds due to this discrepancy.

March JPA actively monitors federal budget, BRAC, and defense community infrastructure issues and advocates to protect and grow missions at MARB, preventing the loss of critical capabilities that support deployed airmen and joint operations overseas

To the extent that the Congress acts on this subject, and if the DoW budget request includes a call for a BRAC, the March JPA is willing to provide its expertise and offer suggestions to improve a BRAC process to protect bases, enhance missions, and ensure more efficient transfers of property to local governments and authorities.

Due to the importance of the joint airfield and military operations, it is critical to closely monitor budget reductions on MARB activities as well as calls for reduced base inventory. In addition, MARB and MJPA have a collective economic output of over \$10 billion within the Southern California region according to a 2024 Economic Impact Assessment for March. Because of the regional economic importance of retaining units and growing missions at MARB, March JPA should encourage DoW personnel to re-evaluate data reporting criteria to accurately capture all units and amenities with each tenant/host command whether located within or adjacent to the cantonment area. Further, the March JPA as a beneficiary to the Air Force should provide information and comments to Congress on BRAC, if it moves forward through the legislative process.

Non-Funding Issues

Joint Use Agreement

The Joint Use Agreement (JUA) between the United States Air Force (USAF) and the March Joint Powers Authority (MJPA) was executed May 7, 1997. Since that time the JUA has been amended three times with the Third Amendment to the JUA assigning the MJPA’s roles in the agreement to the March Inland Port Airport Authority and allowed MIPAA to formulate a budget for the airport that includes payments to the USAF for joint use flying facilities pursuant to the JUA. On September 12, 2024, MIPAA received formal notice from the Department of the Air Force, informing MIPAA of the 452d Air Mobility Wing’s intent to revise provisions of the JUA.

MIPAA supports the standardizing of JUAs across Air Force joint use installations. MIPAA further supports opportunities to enhance its partnerships with the Base and will actively work to complete JUA upd MIPAA is committed to supporting the Air Force's efforts to standardize Joint Use Agreements across its joint-use installations. In furtherance of this commitment, MIPAA will actively pursue opportunities to strengthen its partnership with March ARB and work collaboratively with Air Force Reserve Command (AFRC/A3OA) to advance and complete all necessary JUA updates in a timely and cooperative manner. Throughout this process, MIPAA will engage in good-faith collaboration with all

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stakeholders, ensuring that any amendments or updates to the JUA are consistent with and fully aligned with current adopted Air Force instructions, applicable Department of War guidance, and the governing provisions of 32 CFR Part 855.

Foreign Trade Zone 244

The March Joint Powers Authority is Grantee to FTZ 244. Established in 2000, FTZ 244 operates under the alternative site framework and currently comprises the majority of western Riverside County. The FTZ program helps American companies improve their competitive position versus their counterparts abroad. The FTZ program allows U.S.-based companies to defer, reduce, or even eliminate Customs duties on products admitted to the zone. Since February of 2025, the number of interests in the FTZ program have increased significantly in Riverside County.

March JPA supports the protection and expansion of the Foreign Trade Zone program. More importantly, March JPA desires to host a customs and border patrol officer at MIP to facilitate the expansion of FTZ 244 in western Riverside County.

Navy Operational Support Center – CA Youth Challenge Program

The Navy Operational Support Center (NOSC) completed their site on base in August of 2019 and transferred their former NOSC building at 23570 Z Street to the March JPA in the Spring of 2021. The transfer was accepted by the Commission at their June 9, 2021, meeting. In March of 2022, the CA Army National Guard (CAARNG) contacted the March JPA regarding the Guard's interest in housing a Youth Challenge Academy at March. The Guard's vision through its youth academies is to "Empower the Cadets and Scholars entrusted to our care to set their own conditions for a successful future". CAARNG's closest Youth Challenge Academy ("Sunburst") is housed at the Los Alamitos Joint Forces Training Base in LA County with a high attendance rate from Riverside County youth. The project could yield a \$30 million investment in the region with possible collaborations with Moreno Valley Unified School District and the Riverside County Office of Education. On January 11, 2023, the Commission approved an Exclusive Negotiating Agreement between the March Joint Powers Authority and the CAARNG for the NOSC building. The ENA was later modified to include the California Military Department (CMD) which includes the office of the Adjutant General, CAARNG, the CA Cadet Corps and the Naval Militia. CMD completed their assessment of the site in late 2023 and determined that the cost of refurbishing the existing NOSC building for the Program would be approximately \$30 million. That funding has not yet been identified by the State.

March JPA supports federal funding opportunities available to the Youth Challenge Program. March JPA stands ready to support the Youth Challenge Program at March.

Attachment: None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: June 3, 2026

Report: **RECEIVE AND FILE A BRIEFING FOR THE 2026 ASSOCIATION OF DEFENSE COMMUNITIES 50 (ADC50) SUMMIT TRIP**

Motion: Receive and file a briefing for the 2026 Association of Defense Communities 50 (ADC50) Summit trip.

Background:

Attachment(s): None.

On March 4, 2026, the Commission approved travel and attendance for Commission representatives and staff to participate in the Association of Defense Communities 50th Annual Summit (ADC50 Summit) held in Washington, D.C.

From May 11 through May 13, 2026, Commission representatives and staff attended the national conference hosted by the Association of Defense Communities (ADC). The ADC50 Summit brought together defense community leaders, military officials, elected representatives, and industry stakeholders from across the country to discuss policies, partnerships, and initiatives supporting military installations, military families, and surrounding communities.

Key topics highlighted during the conference included military mission sustainment; community partnerships through tools such as Defense Critical Infrastructure Program (DCIP) and Intergovernmental Support Agreement (IGSA); and emerging federal priorities impacting defense communities nationwide.

A presentation summarizing the conference, key discussions, and relevant takeaways for the March Inland Port Airport Authority will be provided by the Chief Executive Officer.

Attachment(s): None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MIPAA – Reports, Discussions and Action Items
Agenda Item No. 9 (4)

Meeting Date: June 3, 2026

Report: **TECHNICAL ADVISORY COMMITTEE MEETING**

Motion: Receive and file the monthly Technical Advisory Committee - Regular Meeting report for June 1, 2026.

Background:

The Technical Advisory Committee (TAC) is comprised of city managers, or designated representatives, from the Cities of Perris, Moreno Valley and Riverside, as well as a representative from the County Administrative Office.

The TAC's role is to focus on major developments related to the Authority Planning Areas. The March JPA Commission will receive a meeting summary from a TAC Member.

Attachment(s): None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: June 3, 2026

Report: **ADOPT RESOLUTION JPA 26-08, A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY, RESOLUTION MIPAA 26-03, A RESOLUTION OF THE MARCH INLAND PORT AIRPORT AUTHORITY, AMENDING BUDGETS FOR FISCAL YEAR 2026/2027**

Motion: Move to adopt Resolution JPA 26-07, a Resolution of the March Joint Powers Authority, and Resolution MIPAA 26-03, a Resolution of the March Inland Port Airport Authority, amending budgets for Fiscal Year 2026/2027.

Background:

At its June 11, 2025, meeting, the Joint Powers Commission approved a two-year budget for the March Inland Port Airport Authority (MIPAA) Fund, March Joint Powers Authority (MJPA) and related entities Funds. Mid-year budget adjustments for fiscal year 2025/2026 were adopted by the Commission at their April 1, 2026, regular meeting.

The summaries below outline adjustments to the FY 2026/2027 budget resulting from changes in revenues, expenditures, and activities adopted at the April 1, 2026 meeting.

Recommended adjustments within this report include the following:

1) REORGANIZATION: A reorganization was approved to help replace contract professional services in finance, accounting and airport project management with three new full-time employee positions. The change updated the following funds:

- March Inland Port Airport Authority (MIPAA)
- March Joint Powers Authority
- Green Acres

2) LAND SALES REVENUE: At their April 1st regular meeting, the Commission approved the allocation of \$2 million from the anticipated \$22 million bulk land sale transaction with March1 LLC toward a backbone gas line project. This project would enable the Southern California Gas Company to replace outdated former military gas lines in the Northeast Corner and assume ownership of the natural gas system in that area. The gas line project and land sales allocation is reflected in the proposed FY 2026/2027 budget updates.

A. MARCH JOINT POWERS AUTHORITY

JPA Fund

Proposed Budget Adjustment: \$3,449,450

Investment Funds Interest Transfer to the General Fund

At its April 1st regular meeting, the Commission approved the use of reserves from investment funds to help offset revenue shortfalls and cover overall operational expenses.

1. March General Fund Investment Fund

Following are proposed Interest Income Values for revenue purposes.

1. March JPA Fund

- Required Cash Balance: \$370,000
- Current Cash Balance: \$463,300
- Approximately \$90,000 will be invested into bonds.
- Bond investments maturing in 2026 will be reinvested.

The Unfunded Accrued Liability (UAL) represents the gap between pension plan obligations and available assets. Due to the MJPA's pension agreements with CalPERS and Mission Square, all related UAL costs must be accounted for within the JPA Fund.

The total UAL obligation increased from \$17,800 to \$362,800 to address liabilities associated with the Authority and related entities. To cover these costs and ensure any future adjustments in UAL are covered, the Pension Reserve Fund is proposed at the following amount in the JPA General Fund:

2. March Pension Reserve Fund

- Required Cash Balance: \$675,000
- Current Cash Balance: \$392,000
- Bond Investment: \$500,000 maturing on August 25, 2026

Proceeds from the maturing bond will increase available cash to the required \$675,000 level, with the remaining balance reinvested into additional bond investments.

Natural Gas Line Project

The Commission approved the Natural Gas Line Project with a total project budget of \$2 million. Funding for the project will be supported through March LifeCare bulk land sale revenues. Both the revenue source and associated capital project are reflected in the proposed budget adjustments.

GREEN ACRES FUND

Proposed Budget Adjustment: \$1,754,190

- Enterprise Fund Projected Revenue: \$2,064,986

- Maintenance Fund Projected Revenue: \$100,000

As part of the mid-year budget adjustments and ongoing efforts to improve expenditure management, the Commission approved a departmental reorganization that includes the addition of two full-time positions within Finance and Accounting. Establishing these positions is expected to significantly reduce reliance on external consultants and lower overall consulting expenses. The proposed changes are anticipated to generate a positive fiscal impact for the MJPA and its associated entities.

B. MARCH INLAND PORT AIRPORT AUTHORITY

- **Proposed Operating Budget Adjustment:** \$2,710,761
- **Proposed Capital Project Budget:** \$4,084,893

Key Factors

Federal Grant Matching Requirements

During the current fiscal year, the Airport anticipates receiving \$3,705,074 in grant funding. While this reflects the Airport's continued success in securing external funding, it has also substantially increased the required local matching contributions.

The adopted budget included \$100,600 for grant matching requirements; however, the total required local match is now projected at \$379,819, representing a 277% increase over the original budget allocation.

Grant Funding Breakdown

- **FAA Grants (Apron Reconstruction – Phase 13):** \$3,054,917
 - FAA Required Match: \$160,786
- **OLDCC Grant:** \$650,257
 - OLDCC Required Match: \$69,033

At its April 1 regular meeting, the Commission also approved the use of reserves from investment funds to help offset operational expenses.

March Airport Fund

- Required Cash Balance: \$700,000
- Current Cash Balance: \$65,000

Bond investments totaling \$700,000 are scheduled to mature as follows:

- \$400,000 bond maturing on September 30, 2026
- \$300,000 bond maturing on October 14, 2026

Proceeds from these maturing bonds will restore the cash balance to approximately \$700,000. Any excess cash will be reinvested into additional bond investments.

Staff recommends:

- a) Adoption of Resolution JPA 26-08, a resolution of the March Inland Port Airport Authority, amending the MIPAA budget for Fiscal Year 2026/2027; and
- b) Adoption of Resolution MIPAA 26-03 a resolution of the March Joint Powers Authority and related entities, amending the budget for Fiscal Year 2026/27

Attachment(s): 1) Resolution JPA 26-08
 2) Resolution MIPAA 26-03

RESOLUTION JPA 26-08

**A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY AMENDING
THE FISCAL YEAR 2026-2027 ANNUAL BUDGET**

WHEREAS, Section 5(j), 5(m), 5(n) of the Joint Powers Agreement creating the March Joint Powers Authority (Authority) provides for fiscal matters and provides strict accountability of all funds of the Authority; and

WHEREAS, the March Joint Powers Commission annually prepares and adopts an agency budget; and

WHEREAS, the financial resources necessary to implement the annual budget are provided through proceeds from lease revenue, sale of assets, Green Acres enterprise funds, and grants; and

WHEREAS, the Authority provides funds in the form of loans to support the operations of the March Inland Port Airport Authority; and

WHEREAS, Fiscal Year 2026–2027 represents the first year for the Authority after its land use authority transition, and certain one-time expenditures included in the prior year budget are not expected to recur in this fiscal year; and

WHEREAS, available reserves through investments funds have been authorized to address revenue shortfalls in the JPA Fund; and

WHEREAS, the Authority authorized the use of \$2,000,000 from future March LifeCare land sale proceeds to assist with an Authority capital project associated with natural gas backbone infrastructure; and

WHEREAS, the Authority approved the addition of certain staff positions to support operational needs, which are reflected in the prior fiscal year budget; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the March Joint Powers Authority Commission at its regular session assembled on June 3, 2026, that the Fiscal Year 2026–2027 Annual Budget is hereby amended to reflect adjustments as set forth in Exhibit “A,” resulting in a revised total budget of Three Million Four Hundred Ninety Nine Thousand Four Hundred and Fifty Dollars (\$3,499,450); and is hereby adopted by the March Joint Powers Authority Commission; and

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Fiscal Year 2025–2026 Annual Budget of the March Joint Powers Authority/Green Acres Enterprise is hereby amended to reflect adjustments as set forth in Exhibit “B” resulting in a revised total budget of One Million Seven Hundred Fifty Four Thousand One Hundred and Ninety Dollars (\$1,754,190) for the Enterprise Fund and Eighty Eight Thousand Dollars (\$88,000) for the Green Acres Repairs

and Maintenance Fund, and is hereby adopted by the March Joint Powers Authority Commission;
and

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that these Annual Budgets may be amended by future action of the March Joint Powers Commission as required by changes during this program year.

PASSED, APPROVED, and ADOPTED this 3rd day of June, 2026.

Dr. Yxstian Gutierrez, Chair
March Joint Powers Commission

ATTEST

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing resolution JPA 26-08 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on June 3, 2026.

Ayes:

Noes:

Abstain:

Absent:

Date: June 3, 2026

Cindy Camargo, Clerk
March Joint Powers Commission

EXHIBIT 'A'

March Joint Powers Authority Amended FY 2025-2026 Budget

**MARCH JOINT POWERS AUTHORITY - GENERAL FUND
FISCAL YEARS 2026-2027 PROPOSED BUDGET ADJUSTMENTS**

	Description	Adopted Revised 2025-2026 Budget	Adopted Budget 2026-2027	Proposed Budget Adjustment	Proposed Revised 2026-2027 Budget
	GENERAL FUND - 100				
	REVENUE				
1	Lease Revenue	\$ 155,012	\$ 159,395	\$ (59,395)	\$ 100,000
2	Planning Fees	50,700	-	51,000	51,000
3	Building Permint Fees	3,100	-	3,000	3,000
4	Public Works Fees	5,000	-	5,000	5,000
5	Interest Income	929,700	330,000	745,000	1,075,000
6	Foreign Trade Zone'	95,500	80,000	15,000	95,000
7	Training & Filming Fees	1,100	1,100	-	1,100
8	Miscellaneous	150,000	105,000	45,000	150,000
9	Successor Agency Fees	250,000	250,000	-	250,000
10	Land Sales Revenue	-	-	2,000,000	2,000,000
11	TOTAL OPERATING REVENUE	1,640,112	925,495	2,804,605	3,730,100
12					
13	TOTAL REVENUE	1,640,112	925,495	2,804,605	3,730,100
14					
15	EXPENSES				
16					
17	ADMINISTRATION DEPT				
18	Personnel				
19	Salaries and Wages	120,000	85,000	100,000	185,000
20	Benefits	12,700	11,700	12,300	24,000
21	PERS Contributions	18,200	11,700	12,300	24,000
22	Medicare Tax	1,600	1,600	1,400	3,000

	Description	Adopted Revised 2025-2026 Budget	Adopted Budget 2026-2027	Proposed Budget Adjustment	Proposed Revised 2026-2027 Budget
	GENERAL FUND - 100				
23	Unemployment	1,200	200	1,000	1,200
24	Workers Compensation Ins.	2,900	2,400	2,300	4,700
25	Temporary Employee	-	6,400	(6,400)	-
26	Unfunded Accrued Liability (UAL)	362,800	17,800	232,200	250,000
27					
28	Personnel Severance Expenses (One time)				
29	Salaries and Wages	37,000	-	-	-
30	Benefits (2 Months)	2,100	-	-	-
31	Medicare Tax	1,343	-	-	-
32	Leave Bank Payouts (Vacation, Admin., etc.)	28,324	-	-	-
33	Total Personnel	588,167	136,800	355,100	491,900
34	Operating Cost				
35	Mileage Reimbursement	1,000	1,000	-	1,000
36	Payroll Services	5,000	5,000	-	5,000
37	Periodicals/Memberships	3,000	2,500	3,000	5,500
38	Education/Training	3,500	5,000	(1,500)	3,500
39	Travel	5,000	5,000	-	5,000
40	JPC Members' Stipend	5,000	5,000	-	5,000
41	Meeting Expenses	3,000	3,000	-	3,000
42	Office Supplies	2,000	2,000	-	2,000
43	Telephone & Internet Expense	1,000	500	1,000	1,500
44	Mobile Phones	1,000	1,000	-	1,000
45	Postage	1,000	1,000	-	1,000
46	Liability Insurance - PERMA	105,500	100,000	10,000	110,000
47	Printing - Outside	500	500	-	500
48	Equipment Leases	500	500	1,000	1,500
49	Equipment Maintenance	1,000	500	5,500	6,000
50	Vehicle Maintenance & Fuel	1,000	1,000	500	1,500

	Description	Adopted Revised 2025-2026 Budget	Adopted Budget 2026-2027	Proposed Budget Adjustment	Proposed Revised 2026-2027 Budget
	GENERAL FUND - 100				
51	Production/Artwork	5,000	5,000	(2,500)	2,500
52	Marketing / Branding	5,000	-	-	-
53	Community Outreach	-	5,000	-	5,000
54	Bank Fees / Investment Fees	40,500	500	24,500	25,000
55	Office Maintenance	13,000	-	-	-
56	Office Custodial	1,000	1,000		1,000
57	Office Utilities	700	-	1,000	1,000
58	Total Operating Costs	204,200	145,000	42,500	187,500
59					
60	Professional Services				
61	General Legal Services	150,000	100,000	50,000	150,000
62	Special Legal Services	100,000	100,000	-	100,000
63	Legal Property Surveys	10,000	10,000	15,000	25,000
64	Annual Audit	20,000	20,000	-	20,000
65	Lobbyist	30,000	30,000	-	30,000
66	Consulting Services	155,000	100,000	55,000	155,000
67	Foreign Trade Zone	25,000	10,000	25,000	35,000
68	Total Professional Services	490,000	370,000	145,000	515,000
69	Capital Expenses - Office				
70	Computer Software	300	300		300
71	Total Capital Expenses - Office	300	300	-	300
72	TOTAL ADMINISTRATION DEPT	1,282,667	652,100	542,600	1,194,700
73	FACILITIES MGMT DEPT				
74	Property Insurance - PERMA	50,200	40,000	15,000	55,000
75	Building Maintenance	227,200	-	-	-
76	Grounds Maintenance	60,000	60,000	20,000	80,000
77	Fuel Costs	500	500	250	750

	Description	Adopted Revised 2025-2026 Budget	Adopted Budget 2026-2027	Proposed Budget Adjustment	Proposed Revised 2026-2027 Budget
	GENERAL FUND - 100				
78	Police Patrols	100,000	70,000	30,000	100,000
79	Security	65,000	50,000	15,000	65,000
80	Demolition Costs	630,000	-	-	-
81	Bad Debt Expense	3,500	3,500	-	3,500
82	TOTAL FACILITIES MGMT DEPT	1,136,400	224,000	80,250	304,250
83					
84	PLANNING DEPT				
85	Environmental Review	500	500	-	500
86	TOTAL PLANNING DEPT	500	500	-	500
87					
88	CAPITAL IMPROVEMENTS				
89	Gas Utility Infrastructure	-	-	2,000,000	2,000,000
90	TOTAL CAPITAL IMPROVEMENTS	-	-	2,000,000	2,000,000
91					
92	OTHER FINANCING SOURCES				
93	Proceeds/Sale of Fixed Asset	-	-	-	-
94	Gain on FV of Investments	-	-	-	-
95	TOTAL OTHER FINANCING SOURCES	-	-	-	-
96					
97	OTHER FINANCING USES				
98	Transfer of sale proceeds to other agencies	-	-	-	-
99	TOTAL OTHER FINANCING USES	-	-	-	-
101	Total Revenues	1,640,112	925,495	2,804,605	3,730,100
102	Total Expenses	2,419,567	876,600	622,850	3,499,450
103	Projected Net Revenue	(779,455)	48,895	2,181,755	230,650
104	Estimated Cash Balance - Beginning	1,431,192	6,243,301		651,737
106	PROJECTED ENDING CASH BALANCE	\$ 651,737	\$ 6,292,196		\$ 882,387

MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND
FISCAL YEARS 2026-2027 PROPOSED BUDGET ADJUSTMENTS

	Description	Adopted Revised 2025-2026 Budget	Adopted Budget 2026-2027	Proposed Budget Adjustment	Proposed Revised 2026-2027 Budget
	GREEN ACRES ENTERPRISE FUND - 300				
	REVENUE				
1	RENTAL INCOME	\$ 1,898,000	\$ 1,921,928	\$ (21,928)	\$ 1,900,000
2	UTILITY CHARGES	61,600	56,546	3,454	60,000
3	LATE FEES & NSF FEES	886	886	-	886
4	CREDIT CHECK FEES	480	480	-	480
5	INTEREST INCOME	127,900	102,900	-	102,900
6	HOLDING FEES FORFEITURE	120	120	-	120
7	MISCELLANEOUS	600	600	-	600
8	TOTAL REVENUE	2,089,586	2,083,460	(18,474)	2,064,986
9					
10	Net Operating Revenue	2,089,586	2,083,460	(18,474)	2,064,986
11	ADMINISTRATION DEPT				
12	Personnel				
13	Salaries and Wages	135,000	95,000	40,000	135,000
14	Benefits	12,500	16,500	6,000	22,500
15	PERS Contributions	14,400	8,400	14,000	22,400
16	Medicare Tax	2,100	1,600	1,400	3,000
17	Unemployment	1,000	-	1,000	1,000
18	Workers Compensations Ins.	6,900	6,900	-	6,900
19	Unfunded Accrued Liability	-	11,600	(11,600)	-
20	Total Personnel	171,900	140,000	50,800	190,800

	Description	Adopted Revised 2025-2026 Budget	Adopted Budget 2026-2027	Proposed Budget Adjustment	Proposed Revised 2026-2027 Budget
	GREEN ACRES ENTERPRISE FUND - 300				
21	Periodicals/Memberships	2,406	2,406	(2,406)	-
22	Education/Training	1,066	1,066	(1,066)	-
23	Office Supplies	3,216	3,216	-	3,216
24	Telephone & Internet Expense	550	550	-	550
25	Mobile Phones	844	844	-	844
26	Postage	-	-	-	-
27	Liability Insurance - PERMA	23,903	23,903	-	23,903
28	Bank Fees / Investment Fees	4,500	4,500	-	4,500
29	Tenant Relations	1,000	1,000	-	1,000
30	Office Utilities	500	500	-	500
31	Office Equipment	500	500	-	500
32	Computer Software	5,892	1,892	4,108	6,000
33					
34	Personnel Severance Expenses				
35	Salaries and Wages	27,400	-	-	-
36	Benefits (2 Months)	400	-	-	-
37	Medicare Tax	500	-	-	-
38	Leave Bank Payouts (Vacation, Admin. Leave, etc.)	4,800	-	-	-
39	Total Operating Costs	77,477	40,377	636	41,013
40	Professional Services				
41	General Legal Services	50,000	500	59,500	60,000
42	Consulting Services	50,500	-	-	-
43	Credit Check Services	366	366	(366)	-
44	Property Management Fees	80,000	-	80,000	80,000
45	Total Professional Services	180,866	866	139,134	140,000
46					
47	Capital Expenses				
48	Appliance Purchase	-	17,988	-	17,988
49	Security Entrance Gates	3,540	2,540	1,000	3,540
50	Vehicle Purchases	-	10,000	(10,000)	-
51	Total Capital Expenses	3,540	30,528	(9,000)	21,528
52					
53	TOTAL ADMINISTRATION DEPT	433,783	211,771	181,570	393,341
54					
55	FACILITIES MGMT DEPT				
56	Property Insurance - PERMA	197,599	197,599	-	197,599
57	Property Taxes	40,000	40,000	-	40,000
58	Police Patrols	50,000	50,000	-	50,000

	Description	Adopted Revised 2025-2026 Budget	Adopted Budget 2026-2027	Proposed Budget Adjustment	Proposed Revised 2026-2027 Budget
	GREEN ACRES ENTERPRISE FUND - 300				
59	Building Maintenance	205,680	45,680	160,000	205,680
60	Grounds Maintenance	232,574	197,574	35,000	232,574
61	Equipment Maintenance	-	39,102	(39,000)	102
62	Utilities	534,894	534,894	-	534,894
63	Bad Debt Expense	-	-	-	-
64	TOTAL FACILITIES MGMT DEPT	1,260,747	1,104,849	156,000	1,260,849
65					
66	CAPITAL IMPROVEMENTS				
67	Gas Utility Infrastructure	-	-	-	-
68	Sidewalk & Landscaping Rehab	-	400,000	(400,000)	-
69	TOTAL CAPITAL IMPROVEMENTS	-	400,000	(400,000)	-
70	OTHER FINANCING USES				
71	5% of Rental Income Transfer to Designated Fund	100,000	100,000	-	100,000
72	TOTAL OTHER FINANCING USES	100,000	100,000	-	100,000
73					
74	OTHER FINANCING SOURCES				
75	GAIN/LOSS ON FV OF INVESTMENTS	-	-	-	-
76	OTHER FINANCING SOURCES	-	-	-	-
77					
78	Total Revenue	2,089,586	2,083,460	(18,474)	2,064,986
79	Total Expenses	1,794,530	1,816,620	(62,430)	1,754,190
80	Projected Net Revenue	295,056	266,840	43,956	310,796
81					
82	Estimated Cash Balance - Beginning	1,752,780	810,775		2,047,836
83					
84	Projected Net Revenue	295,056	266,840		310,796
85					
86	PROJECTED ENDING CASH BALANCE	\$ 2,047,836	\$ 1,077,615		\$ 2,358,632

MARCH JOINT POWERS AUTHORITY - GREEN ACRES ENTERPRISE FUND
FISCAL YEARS 2026-2027 PROPOSED BUDGET ADJUSTMENTS

	Description	Adopted Revised 2025-2026 Budget	Adopted Budget 2026-2027	Proposed Budget Adjustment	Proposed Revised 2026-2027 Budget
	Green Acres Maintenance Fund - 301				
	TRANSFERS IN				
1	Designated Set Aside (5% of Rental Income)	\$ 100,000	\$ 100,000	\$ -	\$ 100,000
2	Total Transfers In	100,000	100,000	-	100,000
3					
4	EXPENSES				
5	Roof Repairs	27,000	27,000	-	27,000
6	Unit Improvements	61,000	55,000	6,000	61,000
7	Total Expenses	88,000	82,000	6,000	88,000
8					
9	Total Transfers In	100,000	100,000	-	100,000
10	Total Expenses	88,000	82,000	6,000	88,000
11	Projected Net Revenue	12,000	18,000	(6,000)	12,000
12					
13	Estimated Cash Balance - Beginning	450,964	397,164		462,964
14					
15	PROJECTED ENDING CASH BALANCE	\$ 462,964	\$ 415,164		\$ 474,964

RESOLUTION MIPAA 26-03

A RESOLUTION OF THE MARCH INLAND PORT AIRPORT AUTHORITY AMENDING THE FISCAL YEAR 2026-2027 ANNUAL BUDGET TO PROVIDE FOR A MID-YEAR BUDGET ADJUSTMENT

WHEREAS, Section 5(j), 5(m), 5(n) of the Joint Powers Agreement creating the March Joint Powers Authority (Authority) provides for fiscal matters and provides strict accountability of all funds of the Authority; and

WHEREAS, the March Joint Powers Commission formed the March Inland Port Airport Authority (MIPAA) in 1997; and

WHEREAS, the March Joint Powers Commission, sitting as the MIPAA Commission, prepares and adopts an agency budget; and

WHEREAS, MIPAA relies on airport operating revenue and federal grants for its primary funding source; and

WHEREAS, the March Joint Powers Authority has approved the addition of certain staff positions to support operational needs, and the March Inland Port Airport Authority is responsible for a portion of the associated costs pursuant to established cost-sharing practices; and

WHEREAS, available reserves through investments funds have been authorized to address revenue shortfalls in the MIPAA Fund; and

WHEREAS, the Authority approved the addition of certain staff positions to support operational needs; and

WHEREAS, the Commission desires to amend the Fiscal Year 2026–2027 Annual Budget to reflect these additional expenditures and associated revenue adjustments.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the March Inland Port Airport Authority Commission at its regular session assembled on June 3, 2026, that the Fiscal Year 2026–2027 Annual Budget is hereby amended to reflect mid-year adjustments as set forth in Exhibit “A,” resulting in a revised total operating budget of Two Million Seven Hundred Ten Thousand and Seven Hundred Sixty One Dollars (\$2,710,761); a Capital Projects Budget of Four Million Eighty Four Thousand Eight Hundred Nine Three Dollars (\$4,084,893) which includes an airport matching fund balance of Three Hundred Seventy Nine Dollars Eight Hundred and Nineteen Dollars (\$379,819), and is hereby adopted by the March Inland Port Airport Authority Commission; and

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Annual Budget may be amended by future action of the March Inland Port Airport Authority Commission as required by changes during this program year.

PASSED, APPROVED, and ADOPTED this 3rd day of June, 2026.

Dr. Yxstian Gutierrez, Chair
March Inland Port Airport Authority Commission

ATTEST:

I, Cindy Camargo, Clerk of the March Inland Port Airport Authority Commission, do hereby certify that the foregoing resolution MIPAA 26-02 was duly and regularly adopted by the March Inland Port Airport Authority Commission at its regularly scheduled meeting on April 1, 2026.

Ayes:

Noes:

Abstain:

Absent:

Date: June 3, 2026

Cindy Camargo, Clerk
March Inland Port Airport Authority Commission

EXHIBIT 'A'

March Inland Port Airport Authority Amended FY 2026-2027 Budget

MARCH INLAND PORT AIRPORT AUTHORITY
FISCAL YEARS 2026-2027 PROPOSED BUDGET ADJUSTMENTS

	Description	Adopted Revised 2025-2026 Budget	Adopted Budget 2026-2027	Proposed Budget Adjustment	Proposed Revised 2026-2027 Budget
	MARCH INLAND PORT AIRPORT AUTHORITY FUND - 500				
	OPERATING REVENUE:				
1	LEASE REVENUE	\$ 2,489,584	2,500,894	\$ (10,000)	\$ 2,490,894
2	PERMIT FEES	12,000	6,000	6,000	12,000
3	INTEREST INCOME	223,600	223,600	541,400	765,000
4	FUEL FLOWAGE FEES	234,200	234,900	(900)	234,000
5	AIRCRAFT LANDING FEES	11,300	3,300	8,000	11,300
6	SECURITY FEES	4,000	1,000	3,000	4,000
7	SURCHARGES ON VENDORS	190,000	190,000	(140,000)	50,000
8	AIRCRAFT TIE DOWN	3,450	3,450	-	3,450
9	AIRPLANE PARKING FEES	10,000	10,000	-	10,000
10	RAMP USE FEES	3,000	3,000	-	3,000
11	MISCELLANEOUS INCOME	19,500	-	-	-
12	TOTAL OPERATING REVENUE	3,200,634	3,176,144	407,500	3,583,644
13					
14	CAPITAL PROJECTS REVENUE:				
15	Master plan/PMP AIP 15 (761,726 MP/94, 389 PMP)	100	-	-	-
16	FAA Grant Design - TW G Realignment and Apron Rehab	284,730	931,431	(931,431)	-
17	FAA Grant Construction - TW G Realignment and Apron Rehab	5,984,973	1,000,000	2,054,917	3,054,917
18	OLDCC Energy Resiliency Grant	650,157	-	650,157	650,157
19	TOTAL CAPITAL PROJECTS REVENUE	6,919,960	1,931,431	1,773,643	3,705,074
20					
21	TOTAL REVENUE	10,120,594	5,107,575	2,181,143	7,288,718
22	OPERATING EXPENSES				
23					
24	Personnel				
25	Salaries and Wages	630,000	460,000	250,000	710,000
26	Benefits	42,800	59,300	23,000	82,300
27	PERS Contributions	49,500	44,500	35,500	80,000
28	Medicare Tax	7,600	7,600	2,400	10,000
29	Unemployment	3,500	-	3,500	3,500
30	Workers Compensation Ins.	14,600	7,100	7,500	14,600
31	Unfunded Accrued Liability	-	79,400	(79,400)	-

32					
33	Personnel Severance Expenses (One time expense)				
34	Salaries and Wages	68,000	-	-	-
35	Benefits (2 Months)	4,200	-	-	-
36	Medicare Tax	1,900	-	-	-
37	Leave Bank Payouts (Vacation, Admin. Leave, etc.)	65,600	-	-	-
38	Total Personnel	887,700	657,900	242,500	900,400
39					
40	Operations				
41	Mileage Reimbursement	1,700	1,700	-	1,700
42	Periodicals/Memberships	5,150	3,650	1,500	5,150
43	Education/Training (Seminars)	7,000	5,000	3,000	8,000
44	Travel	30,000	15,000	15,000	30,000
45	JPC Meetings	15,000	10,000	10,000	20,000
46	JPC Meeting Costs	3,200	3,500	1,500	5,000
47	Office Supplies	10,400	1,900	9,600	11,500
48	Telephone & Internet Expense	25,500	20,500	5,500	26,000
49	Mobile Phones	3,500	1,500	3,500	5,000
50	Postage	1,100	100	1,000	1,100
51	Liability Insurance - PERMA	35,600	40,661	-	40,661
52	Printing - Outside	1,000	1,000	500	1,500
53	Office Equipment Leases	10,400	3,200	7,200	10,400
54	Office Equipment Maintenance	54,000	19,000	35,000	54,000
55	Advertisement	3,500	3,500	-	3,500
56	Production/Artwork	1,000	1,000	-	1,000
57	Community Outreach	15,000	-	15,000	15,000
58	Promotional Activities	3,000	15,000	(5,000)	10,000
59	Bank Fees	3,000	3,000	-	3,000
60	Office Utilities		5,000	(2,500)	2,500
61	Depreciation	3,500	-	3,500	3,500
62	Computer Software and Hardware	37,000	7,000	30,000	37,000
63	Planning Software	10,000	-	10,000	10,000
64	Public Notices/Filings	500	-	500	500
65	Total Operations	280,050	161,211	144,800	306,011
66					
67	Professional Services				
68	General Legal Services (10%)	100,000	100,000	-	100,000
69	Special Legal Services	68,000	100,000	(32,000)	68,000
70	Environmental Review	30,000	30,000	-	30,000
71	Annual Audit	10,000	10,000	-	10,000
72	General Consulting	880,000	250,000	250,000	500,000
73	Aviation Planning	3,500	87,750	(81,500)	6,250
74	Lobbyist	100,000	100,000	-	100,000
75	Total Professional Services	1,191,500	677,750	136,500	814,250

76					
77	Facilities Management				
78	Property Insurance - PERMA	97,900	118,463	(20,463)	98,000
79	Airside Liability Insurance	35,000	50,000	(15,000)	35,000
80	Building Maintenance	50,000	50,000	-	50,000
81	Grounds Maintenance	92,500	22,000	23,000	45,000
82	Equipment Maintenance	10,000	2,000	8,000	10,000
83	Utilities	25,000	25,000	-	25,000
84	Ramp Maintenance	25,000	75,000	(50,000)	25,000
85	Taxiway Maintenance	25,000	75,000	(50,000)	25,000
86	Obstruction Lighting	-	8,000	(8,000)	-
87	Airport Equip. Maintenance	-	2,000	1,000	3,000
88	Fuel Facility O & M	15,000	15,000	-	15,000
89	Vehicle Maintenance & Fuel	4,600	3,600	1,000	4,600
90	Environmental Fees	15,000	18,000	(3,000)	15,000
91	Police Patrols	25,000	60,000	(35,000)	25,000
92	Airport Security	40,000	50,000	(10,000)	40,000
93	Airfield Ops and Maintenance	25,000	43,000	(18,000)	25,000
94	Air Force Payments (JUA)	150,000	150,000	50,000	200,000
95	Total Facilities Management	635,000	767,063	(126,463)	640,600
96					
97	Improvements				
98	Signage	2,000	2,000	-	2,000
99	Lighting	25,000	20,000	-	20,000
100	Landscaping	-	75,000	(50,000)	25,000
101	Graffiti Removal/Vandalism	2,500	2,500	-	2,500
102	Total Improvements	29,500	99,500	(50,000)	49,500
103	TOTAL OPERATING EXPENSES	3,023,750	2,363,424	347,337	2,710,761
104					
105	CAPITAL IMPROVEMENTS				
106					
107	FAA Grant Master Plan/PMP AIP 15 (761,726 MP/94,389 PMP)	140	-	-	-
108	FAA Grant Design - AP 5	284,730	1,000,000	(1,000,000)	-
109	FAA Grant Construction - TW G Realignment and Apron Rehab	5,984,997	931,431	2,123,486	3,054,917
110	Aviation Fuel Facility Expansion - Design	30,000	-	150,000	150,000
111	Capital Fund (FAA 5% Match) - Portion not reimbursed by Grant	329,985	100,600	60,186	160,786
112	OLDCC Grant Resilience Review	650,257	-	650,157	650,157
113	OLDCC Grant Resilience Review (10% Match)	69,033	-	69,033	69,033
114	TOTAL CAPITAL IMPROVEMENTS	7,349,142	2,032,031	2,052,862	4,084,893
115					

116	OTHER FINANCING SOURCES				
117	Forgiven Loan from the March JPA				
118	GAIN/LOSS ON FV OF INVESTMENTS	-	-	-	-
119	TOTAL OTHER FINANCING SOURCES	-	-	-	-
120					
121	Total Revenue (Operating)	3,200,634	3,176,144	407,500	3,583,644
122	Total Expenses (Operating)	3,023,750	2,363,424	347,337	2,710,761
123	Projected Net Revenue	176,884	812,720	60,163	872,883
124					
125	GRANTS				
126	Total Revenue (Capital Projects)	6,919,960	1,931,431	1,773,643	3,705,074
127	Total Expenses (Capital Projects)	7,349,142	2,032,031	2,052,862	4,084,893
128	Projected Net Balance	(429,182)	(100,600)	(279,219)	(379,819)
129					
130	Estimated Cash Balance - Beginning	5,206,297	6,691,722		4,953,999
131					
132	PROJECTED ENDING CASH BALANCE	4,953,999	7,403,842		5,447,063

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY

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

Meeting Date: June 3, 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 March and April 2026 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 March and April 2026.

March Joint Powers Authority

Balance Sheet
March Joint Powers Utility Authority Fund 600
As of March 31, 2026

ASSETS

Cash In Bank	\$	236,695.87
Accounts Receivable		<u>85,511.93</u>
Total Assets	\$	<u><u>322,207.80</u></u>

LIABILITIES

Payroll Liabilities		33,221.93
JPA Loan Payable		<u>450,000.00</u>
Total Liabilities		<u>483,221.93</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year		(153,359.90)
Change in Fund Balance for the month ending March 31, 2026		<u>(7,654.23)</u>
Ending Fund Balance, March 31, 2026		<u>(161,014.13)</u>
Total Liabilities and Net Position	\$	<u><u>322,207.80</u></u>

March Joint Powers Authority

Balance Sheet March Joint Powers Utility Authority Fund 600 As of April 30, 2026

ASSETS

Cash In Bank	\$	218,177.39
Accounts Receivable		<u>85,511.93</u>
Total Assets	\$	<u><u>303,689.32</u></u>

LIABILITIES

Payroll Liabilities		33,221.93
JPA Loan Payable		<u>450,000.00</u>
Total Liabilities		<u>483,221.93</u>

FUND BALANCE

Net Position, Beginning of Fiscal Year		(153,359.90)
Change in Fund Balance for the month ending April 30, 2026		<u>(26,172.71)</u>
Ending Fund Balance, April 30, 2026		<u>(179,532.61)</u>
Total Liabilities and Net Position	\$	<u><u>303,689.32</u></u>

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

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

Meeting Date: June 3, 2026

Action: APPROVE MARCH AND APRIL 2026
DISBURSEMENTS

Motion: Move to approve check disbursements for the months of March and April 2026 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 March and April 2026 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 March and April 2026 for the March Joint Powers Utilities Authority.

Accounts Payable

Checks by Date - Summary by Check Number

User: finance@marchjpa.com
Printed: 5/26/2026 9:24 PM



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

<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>		<u>Void Checks</u>	<u>Check Amount</u>
6001100	SoCalGas	SoCalGas	03/12/2026	VOID	28,194.54	0.00
6001101	UNDER2	Underground Service Alert /SC	03/12/2026		0.00	10.00
Report Total (2 checks):					28,194.54	10.00

Accounts Payable

Checks by Date - Summary by Check Number

User: finance@marchjpa.com
Printed: 5/26/2026 9:29 PM



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

<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Void Checks</u>	<u>Check Amount</u>
6001102	SoCalGas	SoCalGas	04/08/2026	0.00	42,129.52
6001103	NPL	NPL Construction Co.	04/24/2026	0.00	4,576.00
6001104	SoCalGas	SoCalGas	04/24/2026	0.00	7.50
Report Total (3 checks):				0.00	46,713.02

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS UTILITIES AUTHORITY

MJPUA - Reports, Discussions and Action Items
Agenda Item No. 11 (1)

Meeting Date: June 3, 2026

Report: **ADOPT RESOLUTION MJPUA 26-02, A RESOLUTION OF THE MARCH JOINT POWERS UTILITIES AUTHORITY, AMENDING THE BUDGET FOR FISCAL YEAR 2026/2027**

Motion: Move to adopt Resolution MJPUA 26-02, a resolution of the March Joint Powers Utilities Authority, amending the budget for Fiscal Year 2026/2027.

Background:

At its June 11, 2025, meeting, the Joint Powers Commission approved a two-year budget for the March Joint Powers Utilities Authority (MJPUA). On January 8th, February 11th, February 26th and March 20th, 2026, the Finance Subcommittee met to review proposed budget amendments. The summaries below outline the primary adjustments resulting from changes in revenues, expenditures, and activities associated with current fiscal commitments. Recommended adjustments within this report also include the following:

A reorganization was approved to help replace contract professional services in finance and accounting with two new full-time employee positions. Overall costs for these positions are shared with MIPAA, MJPA and other Authority related entities.

Budget Modifications & Operational Impacts Proposed Budget Adjustment:

Projected Revenue: \$360,000

Projected Expenses: \$361,350

Staff is recommending adoption of Resolution MJPUA 26-02, a resolution of the March Joint Powers Utilities Authority, amending the budget for Fiscal Year 2026/2027.

Attachment(s): 1) Resolution MJPUA 26-02

RESOLUTION MJPUA 26-02

A RESOLUTION OF THE COMMISSION OF THE MARCH JOINT POWERS UTILITIES AUTHORITY AMENDING THE FISCAL YEAR 2026-2027 ANNUAL BUDGET TO PROVIDE FOR ADJUSTMENTS RELATED TO UPDATED STAFFING COSTS

WHEREAS, as part of the Fiscal Year 2026/2027 adjustments, staff recommends amending the budget to account for staffing costs associated with positions previously approved by the March Joint Powers Authority; and

WHEREAS, the proposed budget adjustment reflects the allocation of costs associated with these positions among the March Joint Powers Utilities Authority and related entities in accordance with established cost-sharing practices; and

WHEREAS, these adjustments are necessary to align the Authority's budget with current operational needs and ensure continued fiscal stability.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the March Joint Powers Commission of the March Joint Powers Utilities Authority at its regular session assembled on June 3, 2026, does hereby resolve as follows:

SECTION 1. That the Fiscal Year 2026–2027 Annual Budget is hereby amended to reflect mid-year adjustments as set forth in Exhibit “A,” resulting in a revised total budget of Three Hundred Sixty-One Thousand and Three Hundred and Fifty Dollars (\$361,350); and is hereby adopted by the March Joint Powers Utilities Authority Commission; and

SECTION 2. The Commission finds that all the foregoing recitals presented herewith are true and correct and are hereby incorporated and adopted as findings of the Commission as if fully set forth herein.

SECTION 3. This Resolution go into effect on June 3, 2026.

PASSED, APPROVED, and ADOPTED this 3rd day of June 2026.

Michael M. Vargas, Chair
March Joint Powers Utilities Authority Commission

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Utilities Commission, do hereby certify that the foregoing Resolution MJPUA 26-02 was duly and regularly adopted by the March Joint Powers Utilities Commission as its regularly scheduled meeting on June 3, 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Dated: June 3, 2026

Cindy Camargo, Clerk
March Joint Powers Utilities Authority Commission

EXHIBIT 'A'

March Joint Powers Utilities Airport Authority Amended FY 2025-2026 Budget

MARCH JOINT POWERS UTILITY AUTHORITY
FISCAL YEARS 2026-2027 PROPOSED BUDGET ADJUSTMENTS

	Description	Adopted Revised 2025-2026 Budget	Adopted Budget 2026-2027	Proposed Budget Adjustment	Proposed Revised 2026-2027 Budget
	MARCH JPA UTILITY AUTHORITY FUND - 600				
	REVENUE				
1	GAS COMMODITY	\$ 300,000	\$ 300,000	\$ -	\$ 300,000
2	GAS OPERATION & MAINTENANCE FEES	60,000	60,000	-	60,000
3	TOTAL REVENUE	360,000	360,000	-	360,000
4					
5	EXPENSES				
6					
7	ADMINISTRATIVE				
8					
9	Salaries and Wages	36,500	30,000	7,000	37,000
10	Benefits	5,200	5,200	-	5,200
11	PERS Contributions	3,600	2,600	2,400	5,000
12	Medicare Tax	650	500	150	650
13	Unemployment	500	-	500	500
14	Workers Compensation Ins.	500	-	1,000	1,000
15	Annual Audit	7,000	7,000	-	7,000
16	TOTAL ADMINISTRATION DEPT	53,950	45,300	11,050	56,350
17	FACILITIES MGMT DEPT				
18	Gas Commodity Expense	300,000	300,000	-	300,000
19	Gas Operation and Maintenance	5,000	5,000	-	5,000
20	TOTAL FACILITIES MGMT DEPT	305,000	305,000	-	305,000
21					
22	GAIN/LOSS ON FV OF INVESTMENTS	-	-	-	-
23	Total Financing Sources	-	-	-	-
24					
25	CAPITAL IMPROVEMENTS				
26	TOTAL CAPITAL IMPROVEMENTS	-	-	-	-
27	Total Revenue	360,000	360,000	-	360,000
28	Total Expenses	358,950	350,300	11,050	361,350

	Description	Adopted Revised 2025-2026 Budget	Adopted Budget 2026-2027	Proposed Budget Adjustment	Proposed Revised 2026-2027 Budget
	MARCH JPA UTILITY AUTHORITY FUND - 600				
29	Projected Net Revenue	1,050	9,700	(11,050)	(1,350)
30					
31	Estimated Cash Balance - Beginning	230,904	244,781		231,954
32					
33	PROJECTED ENDING CASH BALANCE	\$ 231,954	\$ 254,481		\$ 230,604