



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 Administrative Center - Board Chambers, 4080 Lemon Street, Riverside, California 92501** on **Wednesday, September 2, 2026 at 3:00 p.m.**

This Notice was posted on 08/28/2026 at the following locations:

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

Riverside County Administrative Center
4080 Lemon Street
Riverside, CA 92501

On August 28, 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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March Joint Powers Commission
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March Joint Powers Utilities Authority
City of Moreno Valley • City of Riverside • City of Perris

Wednesday, September 2, 2026 - 3:00 PM

March Joint Powers Authority Commission
Meeting Location:
Riverside County Administrative Center, Board Chambers
4080 Lemon Street
Riverside, CA 92501

ALL MEETINGS ARE OPEN TO THE PUBLIC.

Interested persons are encouraged to participate in the activities of the JPA. Anyone wishing to speak on an agenda item or on an issue of general concern should complete a “Speaker’s Request Form” available in the Meeting Room.

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

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

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

THE MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS AUTHORITY
and the
MARCH INLAND PORT AIRPORT AUTHORITY
and the
SUCCESSOR AGENCY - MARCH JOINT POWERS AUTHORITY
of the
FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY
City of Moreno Valley • City of Riverside • City of Perris • County of Riverside
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MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS UTILITIES AUTHORITY
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Wednesday, September 2, 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 July 1, 2026 – Page 7**

8. CONSENT CALENDAR

March Inland Port Airport Authority - Operations

March Joint Powers Authority - Operations

- 1) Action: Approve MIPAA payment of MARB FY 24 and FY 25 invoices pursuant to the MARB/MIPAA Memorandum of Agreement (MOA) for major repair and construction JUFF projects; adopt Resolution MIPAA 26-04 authorizing an FY 26/27 MIPAA budget increase of \$200,000 to support the MOA payment. – Page 11
- 2) Action: Approve FAA grants 22 and 23, totaling Three Million Fifty-Four Thousand Nine Hundred and Seventeen Dollars (\$3,054,917) for apron reconstruction Phase 13, and authorize the CEO and MIPAA legal counsel to execute issued grants. – Page 19
- 3) Action: Approve C&S Companies Scope of Work for the Construction Administration and Observation of the Apron Reconstruction Pavement Management Plan (PMP) Phase 13 Project – Page 20
- 4) Action: Approve an amendment to the construction contract with Hazard Construction, LLC for the Apron Reconstruction, Phase 13 Project at March Inland Port Airport to authorize a change order in an amount not to exceed One Hundred Seven Thousand Dollars (\$107,000), and authorize the Chief Executive Officer to execute the change order – Page 30
- 5) Action: Approve Amendment No. 1 to the Short Form Services Agreement with West Coast Arborists, Inc. for the March Inland Port Airport On-Call Tree Maintenance and Service and authorize the Chief Executive Officer to execute the amendment – Page 38
- 6) Action: Adopt Resolution JPA 26-11 adopting an Amended 2026 Conflict of Interest Code/Appendix for the March Joint Powers Authority – Page 48
- 7) Action: Adopt Resolution JPA 26-12 a Resolution of the Joint Power Commission of the March Joint Powers Authority approving the form of and authorizing the execution of the Memorandum of Understanding (MOU) and authorizing participation in the Special District Risk Management Authority's (SDRMA) Health Benefits Program – Page 64
- 8) Action: Approve a project acceptance with Danny Ryan Precision Contracting, Inc. dba ADEP Precision Contracting and authorize the Chief Executive Officer to execute the Notice of Completion (NOC) – Page 79
- 9) Action: Approve Amendment No. 1 to the Professional Services Agreement (PSA) with RSG, Inc. extending the agreement term and authorize the Chief Executive Officer to execute the amendment – Page 82
- 10) Action: Authorize advertising a Request for Proposal (RFP) for Green Acres Historical Housing Community landscape maintenance services – Page 101
- 11) Action: Approve the award of a contract to West Coast Arborists, Inc. for Green Acres Tree Trimming and Removal Services, and authorize the Chief Executive Officer to execute the agreement – Page 102
- 12) Action: Authorize an Amendment No. 1 to the Professional Services Agreement (PSA) with Horizon Realty Group extending the contract term for property management services and Authorize the Chief Executive Officer to execute the amendment. Page - 135
- 13) Authorize advertising a Request for Proposals (RFP) for a three-year contract for property management services for the Green Acres Community – Page 161
- 14) Action: Authorize advertising a Request for Proposals (RFP) to secure up to three on-call general contract service providers for the Green Acres Community – Page 162
- 15) Action: Authorize advertising a Request for Proposals (RFP) for up to three, on-call, lead based paint and hazardous materials specialists for the Green Acres Community – Page 163

- 16) Action: Approve a budget adjustment for Green Acres to allow a capital fund of One-Hundred and Thirty Thousand Dollars (\$130,000) for HVAC systems replacements within the Green Acres Community- Page 164

9. REPORTS, DISCUSSIONS AND ACTION ITEMS

March Inland Port Airport Authority - Operations

March Joint Powers Authority - Operations

- 1) Report: Receive and file a presentation on the March Airfield Operations Readiness Report and Action Plan pursuant to the 2025 Office of Local Defense Community Cooperation (OLDCC) grant award for Mission Readiness at March – Page 165
- 2) Report: Receive and file a briefing on March Air Reserve Base (MARB) – Page 166
- 3) Report: Receive and file a report from the TAC – Page 169

10. March Joint Powers Authority-Successor Agency of Former Redevelopment Agency Public Hearing

MJPA-SA – Operations

- 1) Approve Resolution JPA-SA 26-01 making the findings necessary to exercise the Power of Termination reserved under the applicable Grant Deed and directing the Chief Executive Officer to provide written notice to Enterprise Center, LLC requesting transfer of the property located at 14127 Meridian Parkway back to the March Joint Powers Authority – Page 170

11. Commission Members Oral Reports/Announcements

12. Staff Oral Reports/Announcements

13. Calendaring of Future Agenda Items

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

14. Closed Session

1) CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- a. 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
- b. Property: An approximate 30-acre property (a portion of APN 297-200-012) generally located south of Cactus Avenue, east of Cactus Avenue and west of Riverside Drive.
Agency Negotiator: Dr. Grace Martin, Chief Executive Officer
Negotiating Parties: USDA Forest Service (Whitney Hosseini, Realty Officer)
Under Negotiation: Price and terms of payment
- c. Property: 14950 Riverside Drive, Riverside, CA 92553
Agency Negotiator: Dr. Grace Martin, Chief Executive Officer
Negotiating Parties: Crossword Christian Church, Bishop L. Kirk Sykes.
Under Negotiation: Price and terms of lease agreement/amendment/assignment

**2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)**

- a. *Ilaisha Allyce Hale et al. v. March Joint Powers Authority*, Superior Court of California, County of Riverside, Case No. CIVRI2504353
- b. *March Joint Powers Authority v. Signature Healthcare Services et al.*, Riverside Superior Court, Case No. CVRI2404339
- c. *March Joint Powers Authority v. City of Moreno Valley (Lawrence Family Trust and David Schiepe, Real Parties in Interest)*; Riverside County Superior Court Case No. CVRI2301582 and Court of Appeal Case No. E086872

15. Adjournment

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

Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of Clerk of the March Joint Powers Authority (JPA), 17405 Heacock Street, Moreno Valley, California and are available for public inspection during regular office hours (8:00 a.m. to 5:30 p.m., Monday through Thursday, Friday 8:00am to 4:30pm). Written materials distributed to the March Joint Powers Commission within 72 hours of the March Joint Powers Commission meeting are available for public inspection immediately upon distribution in the Clerk's office at the JPA offices at 17405 Heacock Street, Moreno Valley, California (Government Code Section 54957.5(b)(2)). Copies of staff reports and written materials may be purchased for \$0.20 per page. In addition, staff reports can be reviewed online at www.marchjpa.com. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

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

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

Dated: August 28, 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, July 1, 2026 - 3:00 PM

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

REGULAR MEETING MINUTES

1. Call to Order

Chair Gutierrez called the meeting to order at 3:00 p.m.

2. Roll Call

Present: Perry, Delgado, Vargas, Cabrera (arrived 3:04pm), Medina, Alt Member Vallejo, Conder, Gutierrez

Absent: None.

3. Invocation

Pastor Diane Gardner provided the invocation.

4. Pledge of Allegiance

Commissioner Delgado led the group in the pledge.

5. Matters Subsequent to Posting Agenda

Approval of Agenda Additions or Corrections, as Necessary.

Page 29, Staff Report should reflect HBS' updated rate of \$9,000 per month for the one-year extension of the Professional Services Agreement.

6. Public Comments

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

The following person(s) provided public comment(s):
None.

7. Approval of Minutes for Regular Meeting held on June 3, 2026

No questions or comments. No public request to speak.

Motion to approve the JPC Regular Meeting Minutes for the meeting held on June 3, 2026.

Motion: Vargas
Second: Delgado
Ayes: Delgado, Vargas, Cabrera, Medina, Conder, Gutierrez
Noes: None
Absent: None
Abstain: Perry, Vallejo

8. CONSENT CALENDAR

March Joint Powers Authority - Operations

March Inland Port Airport Authority - Operations

- 1) Report: MIPAA Receive and file Financial Status Reports
- 2) Action: MIPAA Approve May 2026 Disbursements
- 3) Report: MJPA Receive and file Financial Status Reports
- 4) Action: MJPA Approve May 2026 Disbursements
- 5) Action: Approve a one-year option to extend a professional services agreement with HBS Strategies for federal lobbying services and authorize the Chief Executive Officer to execute the extension
- 6) Action: Approve Amendment No. 1 to the Short-Form Services Agreement with All Temperature Air, Inc. for Green Acres Community air conditioning maintenance services and authorize the Chief Executive Officer to execute the amendment
- 7) Action: Approve an Exclusive Negotiation Agreement (ENA) with the California Military Department, in substantially the form presented, and authorize the Chief Executive Officer to negotiate remaining terms and execute the agreement

No questions or comments. No public request to speak.

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

Motion: Conder
Second: Cabrera
Ayes: Perry, Delgado, Vargas, Vallejo, Cabrera, Medina, Conder, Gutierrez
Noes: None
Absent: None
Abstain: None

9. CONSENT CALENDAR

March Joint Powers Utilities Authority – Operations

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

No questions by Commission. No public request to speak.

Motion to approve Consent Calendar – MJPUA – Operations, Item 10 (1-2).

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

10. Presentation

Commissioner Jim Perry, we would like to thank you for your outstanding leadership during your 5 years as a Commission Member.

11. Commission Members Oral Reports/Announcements

None.

12. Staff Oral Reports/Announcements

Dr. Martin thanked Commissioner Perry for his ongoing support over the last 5 years and congratulated him on his retirement.

13. Calendaring of Future Agenda Items

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

None.

14. Closed Session

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

Closed session began: 3:15 p.m.

Closed session ended: 3:58 p.m.

Reportable Actions: None

15. Adjournment

This meeting adjourned at 3:58 pm.

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: September 2, 2026

Action: **APPROVE MIPAA PAYMENT OF MARB FY 24 AND FY 25 INVOICES PURSUANT TO THE MARB/MIPAA MEMORANDUM OF AGREEMENT (MOA) FOR MAJOR REPAIR AND CONSTRUCTION JUFF PROJECTS; ADOPT RESOLUTION MIPAA 26-04 AUTHORIZING AN FY 26/27 MIPAA BUDGET INCREASE OF \$200,000 TO SUPPORT THE MOA PAYMENT.**

Motion: Move to approve MIPAA payment of MARB FY 24 and FY 25 invoices pursuant to the MARB/MIPAA Memorandum of Agreement (MOA) for major repair and construction JUFF projects; adopt Resolution MIPAA 26-04 authorizing an FY 26/27 MIPAA budget increase of \$200,000 to support the MOA payment.

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 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. According to Section 15a. of the JUA, *Major repair projects and/or new construction projects required for the Jointly Used Flying Facilities are not included under this Agreement (JUA) and any MIPAA contribution to such projects shall be the subject of separate negotiations and written agreement between the Air Force as represented by the Commander, 452 AMW, and the MIPAA at such time as the work is required.*

March Air Reserve Base has submitted two new invoices for major repair and construction projects in FY 24 and FY 25. Staff recommends adoption of Resolution MIPAA 26-04, authorizing a single installment payment of Two Hundred and Nine Five Thousand, Six Hundred Thirty-Nine Dollars and Twenty-One Cents (\$295,639.21), and an adjustment to the adopted FY 2026/27 budget for MIPAA.

Attachment(s):

- a) Resolution MIPAA 26-04
- b) MARB/MIPAA Memorandum of Agreement

RESOLUTION MIPAA 26-04

A RESOLUTION OF THE MARCH INLAND PORT AIRPORT AUTHORITY AMENDING THE FISCAL YEAR 2026-2027 ANNUAL BUDGET FOR JUA PAYMENTS TO MARCH AIR RESERVE BASE.

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 Commission desires to amend the Fiscal Year 2026–2027 Annual Budget to cover an invoice payment of Two Hundred and Nine-Five Thousand, Six Hundred Thirty-Nine Dollars and Twenty One Cents (\$295,639.21), pursuant to the 2026 Amended Memorandum of Agreement between the 452 Air Mobility Wing and March Joint Powers Commission of the March Inland Port Airport for the sharing of Major Repairs and Construction costs on the Joint Use Flying Facilities at March Air Reserve Bae.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the March Inland Port Airport Authority Commission at its regular session assembled on September 2, 2026, that the Fiscal Year 2026–2027 Annual Budget is hereby amended to update the Air Force Payments (JUA) budget by Two Hundred Thousand Dollars (\$200,000) resulting in a revised total operating budget, for MIPAA, of Two Million Nine Hundred and Ten Thousand and Seven Hundred Sixty One Dollars (\$2,910,761), 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 2nd day of September, 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 26-04 was duly and regularly adopted by the March Inland Port Airport Authority Commission at its regularly scheduled meeting on September 2, 2026.

Ayes:

Noes:

Abstain:

Absent:

Date: September 2, 2026

Cindy Camargo, Clerk
March Inland Port Airport Authority Commission

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

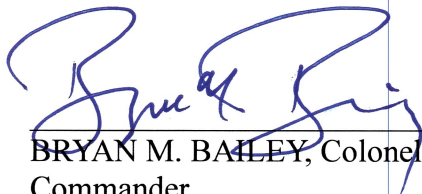
This is an amendment to the current MOA between the Parties. The Parties agree to modify the MOA as follows (modified language in **boldface**):

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



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

For the March Inland Port Airport Authority



YXSTIAN GUTIERREZ
Chair
March Joint Powers Commission

1 JUL 2026
Date

6/8/26
Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES AIR FORCE
AND
MARCH INLAND PORT AIRPORT AUTHORITY
FOR
SHARING COSTS OF MAJOR REPAIRS AND CONSTRUCTION PROJECTS ON THE
JOINT USE FLYING FACILITIES AT MARCH AIR RESERVE BASE

Agreement Number: 452AMW2025_MOA134

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

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

2. AUTHORITIES.

2.1. Air Force Policy Directive 10-10, *Joint Use of Military and Civilian Flying Facilities*, 10 July 2018

2.2. Air Force Instruction 10-1002, *Joint Use Agreements for Military and Civilian Flying Facilities*, 8 August 2018

2.3. Joint Use Agreement, 19 March 2014, paragraph 15.a

2.4. Department of Defense Instruction 4000.19, *Support Agreements*, 16 December 2020

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

4. RESPONSIBILITIES OF THE PARTIES.

4.1. The USAF will—

4.1.1. Provide MIPAA an invoice with a list of major repairs and construction projects for the March ARB JUFF initiated and completed since the effective date of the JUA. The invoice will include the total cost of each project and a calculation of MIPAA's proportional cost share as agreed to by the Parties.

4.1.1.1 MIPAA's proportional share will be calculated as the number of civil aircraft operations at March ARB in a given year divided by the total sum of civil and military aircraft operations at March ARB in the same year. The term "civil aircraft operations" includes general aviation and air cargo but does not include 'official government business' related operations as defined within the JUA. The number of aircraft operations will be calculated based on March ARB Air Traffic Control Tower data and as confirmed by MIPAA.

4.1.1.2. Costs will be adjusted for inflation based upon the *Consumer Price Index-All Items*, utilizing the following methodology:

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

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

4.2. MIPAA will—

4.2.1. Upon receiving an invoice from the USAF, review the invoice and confirm the calculations.

4.2.2. Once the Parties agree to the invoice, remit payment following the procedures prescribed in the invoice within forty-five (45) days except where a repayment plan is approved in accordance with Section 4.1.1.3.

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

6. GENERAL PROVISIONS.

6.1 POINTS OF CONTACT AND CORRESPONDENCE. The following POCs will be used by the Parties to communicate matters concerning this MOA. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed to the POCs. Each Party may change its POC(s) upon reasonable notice to the other Party.

6.1.1. For USAF: Col Biren Oberoi, Deputy Commander, 452 AMW, biren.oberoi.1@us.af.mil, 951-655-4520.

6.1.2. For MIPAA: Dr. Grace Martin, CEO, March JPA, martin@marchjpa.com; 951-656-7000.

6.2. EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

6.3. EXPIRATION DATE. This MOA expires on 30 May 2025, though any payment obligations associated with payment plans under Section 4.1.1.3 shall survive the expiration.

6.4. REVIEW OF AGREEMENT. The Parties agree that a scheduled review of the MOA is unnecessary.

6.5. MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.6. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.7. TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.8. TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.9. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.10. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy

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

6.11. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.12. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

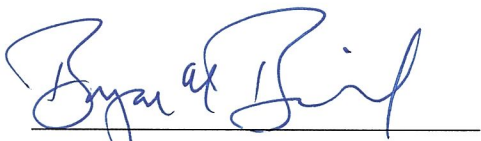
7. FINANCIAL DETAILS.

7.1. AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

7.2. BILLING AND PAYMENT. The USAF will bill MIPAA in accordance with its procedures and payments will be remitted by MIPAA pursuant to Section 4 of this Agreement.

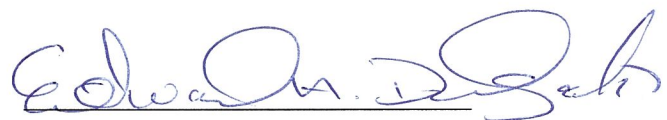
AGREED

For the United States Air Force


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

13 Nov 24
Date

For the March Inland Port Airport Authority


EDWARD A. DELGADO
Chair

11/13/24
Date

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Report: **APPROVE FAA GRANTS 22 AND 23, TOTALING THREE MILLION FIFTY-FOUR THOUSAND NINE HUNDRED AND SEVENTEEN DOLLARS (\$3,054,917) FOR APRON RECONSTRUCTION PHASE 13, AND AUTHORIZE THE CEO AND MIPAA LEGAL COUNSEL TO EXECUTE ISSUED GRANTS**

Motion: Move to approve FAA grants 22 and 23, totaling Three Million Fifty-Four Thousand Nine Hundred and Seventeen Dollars (\$3,054,917) for apron reconstruction Phase 13, and authorize the CEO and MIPAA legal counsel to execute issued grants.

Applicant: March Inland Port Airport Authority (MIPAA)

The Commission of the March Inland Port Airport Authority approved an updated 5-year Airport Capital Improvement Plan (ACIP) at their December 17, 2025 meeting. The plan included the construction of Apron reconstruction Phase 13 of the approved airport Pavement Management Plan (PMP). The total cost of the project equaled Three Million Two Hundred Thirty-Three Thousand, Nine Hundred and Fifty-Three Dollars (\$3,233,953). The Commission not only approved ACIP projects for 2026, it approved the submittal of grant applications to the FAA for the project. FAA grant application sought 95 percent funding from the FAA with a 5 percent funding match by MIPAA.

In August of 2026, the Federal Aviation Administration (FAA) concurred with the proposed project and associated grant application, providing the March Inland Port Airport Authority (MIPAA) with authorization to proceed. Staff was informed that the FAA will be issuing grant awards totaling Three Million Fifty-Four Thousand Nine Hundred and Seventeen Dollars (\$3,054,917), representing approximately 95 percent of total project costs. 1) Grant 22 (\$1,737,425); and 2) Grant 23 (\$1,317,492).

The FAA requires execution of the grant awards by September 12, 2026 when released. Staff is requesting approval of the aforementioned grants by the Commission, and authorization for the CEO and MIPAA legal counsel to execute those grants.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Report: **APPROVE C&S COMPANIES SCOPE OF WORK FOR CONSTRUCTION ADMINISTRATION AND OBSERVATION OF THE APRON RECONSTRUCTION PAVEMENT MANAGEMENT PLAN (PMP) PHASE 13 PROJECT**

Motion: Move to approve C&S Companies Scope of Work for the Construction Administration and Observation of the Apron Reconstruction Pavement Management Plan (PMP) Phase 13 Project.

Applicant: March Inland Port Airport Authority (MIPAA)

Background:

The Taxiway G Realignment and Apron Project would better accommodate the existing Group V aircraft which currently park on the air cargo apron. In its current configuration, the Group V aircraft encroach onto the Taxiway Object Free Area while parked. Also, the reconstruction of Pavement Management Area Phase 13 would improve the pavement condition index which is currently identified as poor. Due to limited funding, staff is pursuing the reconstruction of PMP Phase 13 and will pursue the other phases in future fiscal years.

On December 17, 2025, the Joint Powers Commission authorized the advertising of Request for Proposals (RFP) for the construction of Phase 13. RFPs were uploaded to Planet Bids on February 02, 2026. The bid opening occurred February 24, 2026, at 2:00 p.m. at the office of the March JPA. Then on April 01, 2026, the Joint Powers Commission awarded a final contract with Hazard Construction to complete the improvements to the MIPAA apron.

Today, staff is seeking assistance from C&S Companies for construction management services to oversee the construction of Phase 13, which is slated to begin in late September 2026. C&S Companies has prepared the attached scope of work totaling \$309,990.75. The FAA requires all proposals exceeding \$100,000 to undergo a third-party Independent Fee Estimate (IFE) to ensure fair and reasonable professional services. The cost of the proposal must come within 10% of the IFE for the proposal to be found acceptable by the FAA. An IFE was completed by Independent Fee Estimates, LLC. and the construction management proposal was found to be within 10% of the IFE.

Funding:

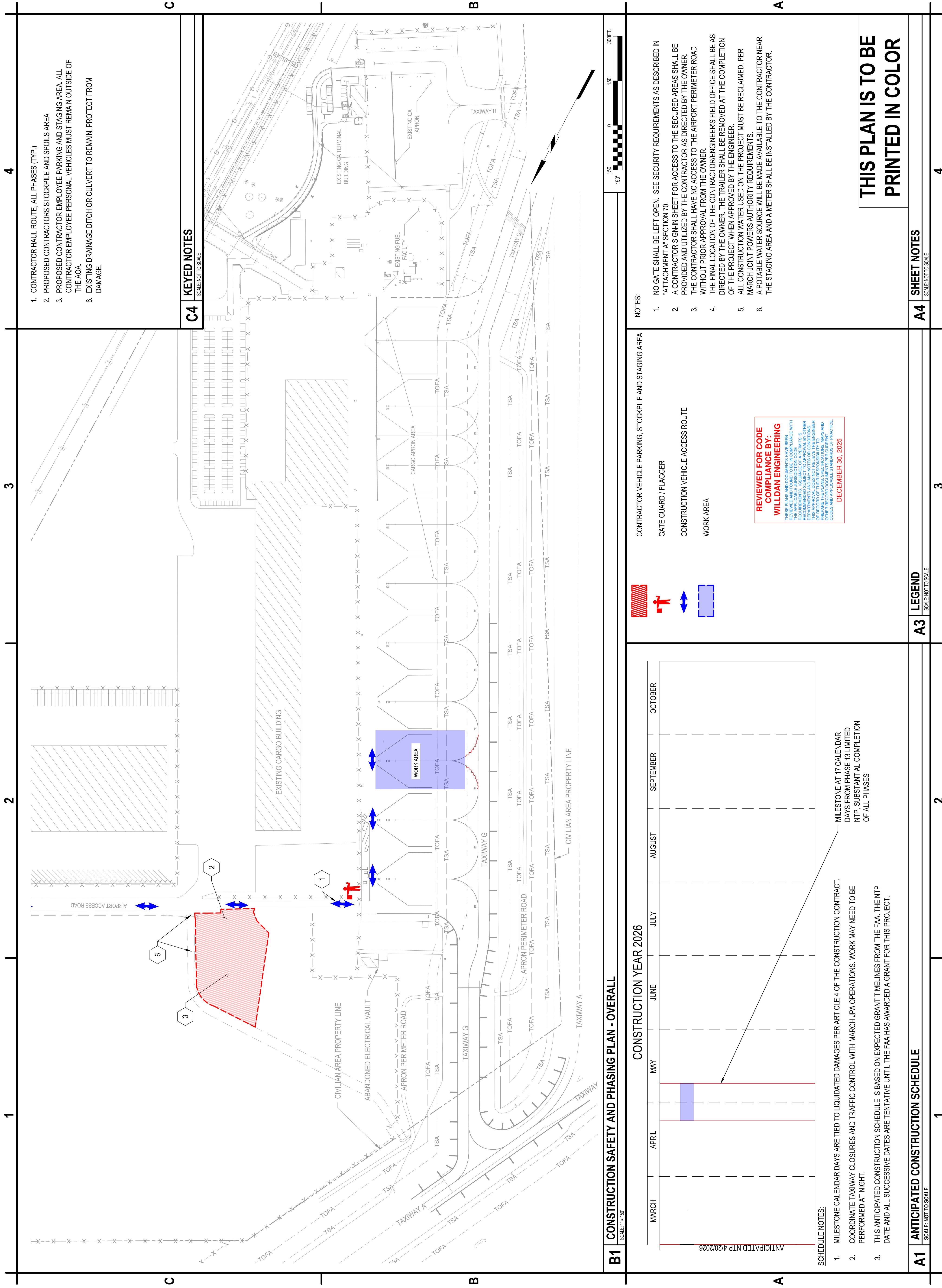
The scope of work is proposed at approximately \$309,990.75 to be covered by FAA construction grant funds for MIPAA.

Recommendation:

Staff recommend approving C&S Companies' scope of work for the Apron Reconstruction PMP Phase 13 Project.

Attachment(s):

- 1) Site Plan
- 2) C&S Scope of Work.

[illegible]

SCHEDULE A

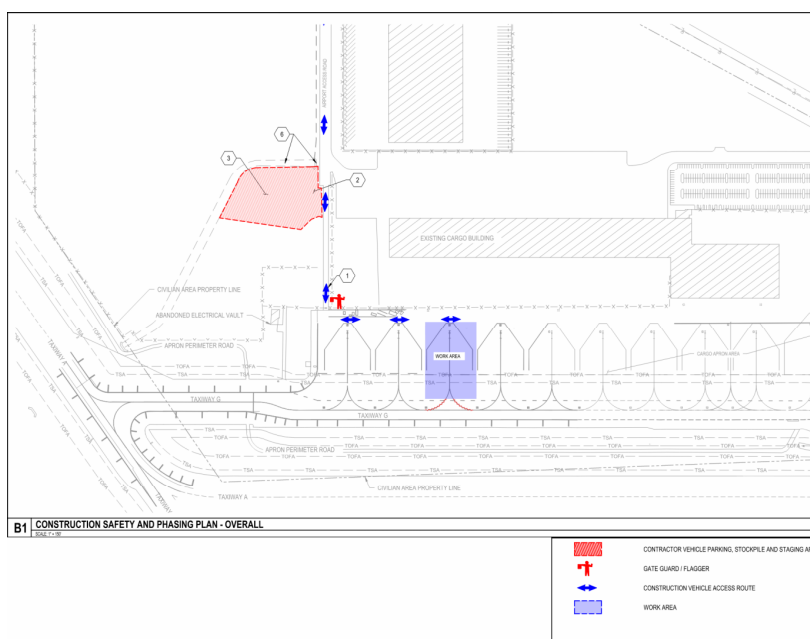
SCOPE OF WORK

Project Title: Apron Reconstruction – Phase 13
Airport Name: March Inland Port
Services Provided: Construction Administration and Observation
Fee Type: Time and Materials Not to Exceed

The CONSULTANT (C&S) shall provide required construction administration and observation services for the Apron Reconstruction Project (the "Project") at the March Inland Port Airport (SPONSOR). The Project will be performed and constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP).

This project will include the construction of new airfield concrete pavement, associated electrical lighting upgrades and new markings. The proposed contract time to complete the work is as follows, per our design project specifications:

- Work Areas = 60 Calendar Days



Therefore, the CONSULTANT has prepared a workplan proposal with these assumed calendar days for design support and construction observation services.

Services to be provided by the CONSULTANT shall include the following:

CONSTRUCTION CONTRACT ADMINISTRATION

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA during the construction of the Project. Construction Contract Administration includes the following services:

1. Preparation of grant application packages for the FAA grants, coordination of their execution by the SPONSOR; and submission to the funding agencies.
2. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
3. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
4. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
5. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
6. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
7. Prepare, review, and approve monthly and final payments to Contractor(s).
8. Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to the funding agencies.
9. Conduct final inspections of the completed Project with the SPONSOR's airport personnel, the FAA and the Contractor.
10. Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident inspector based upon Contractor-provided information.
11. Prepare and submit the final construction contract report.
12. Perform an orderly closeout of the Project as required by the SPONSOR and the FAA.

CONSTRUCTION OBSERVATION AND MATERIAL TESTING

The construction observation phase shall consist of construction observation by a full-time Resident Project Representative (RPR) and supporting staff who will also:

Construction Observation

1. Maintain a Project record in accordance with requirements of the FAA for aviation capital projects.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the RPR and/or supporting staff nor the presence of any of them at a construction/project site shall relieve Contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
4. Attend pre-construction and pre-paving conferences; weekly progress meetings; and final inspection of the completed Project.
5. Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR and FAA.
6. Collect weekly payrolls for Davis Beacon Act Compliance and review prior to each pay estimate.

Material Testing

Quality assurance or acceptance materials testing for the project during construction will be performed by CONSULTANT or subconsultant(s). The materials testing lab(s) and personnel will be scheduled to perform the following, as applicable:

1. Attend pre-construction, QC/QA workshop and pre-paving meetings.
2. QA representative will be on-site during aggregate base placement to perform density and moisture tests (using nuclear density gage) and check for conformance with the project specifications.
3. Obtain on-site materials and perform necessary quality assurance and acceptance tests.
4. Record all test results on the appropriate forms.
5. Prepare a summary and disposition of all testing and materials inspections.
6. Record all deviating tests.

RESPONSIBILITIES/DUTIES OF RESIDENT PROJECT REPRESENTATIVE

In general, the on-site resident project representative is responsible for monitoring construction activity on a project and documenting their observations in a formal project record.

Observation activity generally consists of the following records and duties:

1. Construction Daily Reports
2. Preparation of FAA Weekly Reports
3. Review and Compile Contractor Daily Reports
4. Prepare statement of days charged on a weekly basis
5. Conduct Wage Rate Interviews with prime/subcontractors employees
6. Conduct Project meetings with SPONSOR and Contractors
7. Field measure quantities on a daily basis
8. Preparation of Periodic Payment Request for Contractor
9. Preparation and review of Change Orders/Force Account Work

The Construction Observer will assist the SPONSOR and Contractor regarding construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

PROJECT FEE

At the request of the SPONSOR, the CONSULTANT proposes to provide the scope of services on a Time and Material basis not to exceed \$309,990.75, as itemized in Schedule B.

ADDITIONAL SERVICES

Payment for any additional services requested by the SPONSOR will be performed on a time-and-expense basis in conformance with the Billing Rate Schedule supplied by the CONSULTANT. Additional work scope and budget must be established between SPONSOR and CONSULTANT prior to the start of any additional work, and authorized in writing by the SPONSOR.

CONSTRUCTION ASSUMPTIONS

The conditions and considerations in developing the scope and fee for the project described above include:

1. Access to the site for inspection/testing can be performed during day hours and will be coordinated by the SPONSOR.

2. Badging and training will be necessary and construction personnel will be escorted to the project locations.
3. Uploading the as-built data on the AGIS website will not be required.
4. Underground utilities such as natural gas, sanitary sewer, and water will not be impacted.
5. Government agency fees for processing and permits are to be provided by SPONSOR.
6. Prevailing wage rules apply to field work.
7. Soil and groundwater are not contaminated.

END OF SCHEDULE

C&S ENGINEERS, INC.
ARCHITECTURAL/ENGINEERING
WORK SUMMARY

PROJECT: Apron Reconstruction - Phase 13
 SERVICES: Construction Administration and Observation
 CLIENT: March Joint Power Authority
 CLIENT MGR: Dr. Grace Martin

Date: April 09, 2026
 Service Group Mgr: Lance McIntosh
 Project Manager: Kenneth Gethers
 Project Number: H78.TBD

CONT NO.	PHASE NO.	TASK	Construction Observer	Grants Administrator	Senior Designer	Project Engineer	Managing Engineer	Administrative Assistant	TOTAL LABOR HOURS	TOTAL LABOR	DIRECT COSTS	SERVICES BY OTHERS	TOTALS
		Task 1: Construction Administration Phase		61	40	224	170	16	511	\$104,382			\$104,382.00
		1.01: Coordination with Contractor, County, FAA		24		48	50	8	130	\$26,722			\$26,722.00
		1.02: Meetings, Submittal Review, RFI's, Prepare Pay Requests		25		120	75	8	228	\$47,491			\$47,491.00
		1.03: As-built Drawings			40	16	2		58	\$9,098			\$9,098.00
		1.04: Final Closeout Report				16	8		24	\$5,288			\$5,288.00
		1.05: Project Closeout		12		24	35		71	\$15,783			\$15,783.00
		Task 2: Construction Observation and Material Testing	665						580	\$124,355	\$44,350	\$36,904	\$205,608.75
		2.01: Construction Observation	580						580	\$108,460	\$44,350		\$152,809.75
		2.02: Final Closeout Report	85							\$15,895			\$15,895.00
		2.03: Material Testing										\$36,904	\$36,904.00
		All Tasks Total	665	61	40	224	170	16	1091	\$228,737	\$44,350	\$36,904	\$309,990.75



CONSULTING/ENGINEERING COST SUMMARY SCHEDULE "B"

PROJECT NAME: Apron Reconstruction - Phase 13
 PROJ DESCRIPTION: Construction Administration and Observation
 CLIENT: March Joint Power Authority
 CLIENT MANAGER: Dr. Grace Martin

DATE: April 09, 2026
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: H78.TBD
 PROJECT MANAGER: Kenneth Gethers

I. DIRECT SALARY , OVERHEAD & PROFIT COSTS:

TITLE	RATE OF PAY		@	HOURS		COST
	(\$/HR)					
A. ADMINISTRATIVE ASSISTANT	\$ 107.00	X	16	=		\$1,712
B. MANAGING ENGINEER	\$ 285.00	X	170	=		\$48,450
C. PROJECT ENGINEER	\$ 188.00	X	224	=		\$42,112
D. SENIOR DESIGNER	\$ 138.00	X	40	=		\$5,520
E. GRANTS ADMINISTRATOR	\$ 108.00	X	61	=		\$6,588
F. CONSTRUCTION OBSERVER	\$ 187.00	X	665	=		\$124,355
TOTAL ESTIMATE OF LABOR:						\$228,737

II. ESTIMATE OF DIRECT EXPENSES:

A. TRAVEL, BY AUTO:	175	mile* @	15	TRIP @	\$0.670	=	\$1,758.75
B. TRAVEL, TOLL BRIDGE:	1	CAR @	0	TRIP @	\$14.000	=	\$0.00
C. TRAVEL, BY AIR:	5	TRIPS @	1	PERSON @	\$600.00	=	\$3,000.00
D. RENTAL CAR:	97	DAYS @	1	PERSON @	\$70.00	=	\$6,790.00
E. PER DIEM:	97	DAYS @	1	PERSON @	\$333.00	=	\$32,301.00
F. MISCELLANEOUS (PRINTING, SHIPPING, ETC.):	1	LS @	1	MISC @	\$500.00	=	\$500.00

TOTAL ESTIMATE OF DIRECT EXPENSES: **\$44,349.75**

III. SERVICES BY OTHERS:

A. QUALITY ASSURANCE TESTING (Engeo)	=	\$36,904.00
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TOTAL SERVICES BY OTHERS: **\$36,904**

IV. TOTALS:

TOTAL ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES : **\$309,990.75**

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: September 2, 2026

Action: APPROVE AN AMENDMENT TO THE CONSTRUCTION CONTRACT WITH HAZARD CONSTRUCTION, LLC FOR THE APRON RECONSTRUCTION, PHASE 13 PROJECT AT MARCH INLAND PORT AIRPORT TO AUTHORIZE A CHANGE ORDER IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVEN THOUSAND DOLLARS (\$107,000), AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE CHANGE ORDER

Motion: Move to approve an amendment to the construction contract with Hazard Construction, LLC for the Apron Reconstruction, Phase 13 Project at March Inland Port Airport to authorize a change order in an amount not to exceed One Hundred Seven Thousand Dollars (\$107,000), and authorize the Chief Executive Officer to execute the change order.

Background:

On April 1, 2026, the March Joint Powers Commission approved a construction contract with Hazard Construction, LLC for the March Inland Port Airport (MIPAA) Apron Reconstruction Project, Phase 13. The project will provide improvements to the MIPAA apron.

The contract was awarded in an amount not to exceed Two Million Seven Hundred Ninety-Nine Thousand Nine Hundred Twenty-Eight Dollars (\$2,799,928). The Commission also approved a contingency of 25% in the amount of Four Hundred Nineteen Thousand Nine Hundred Eighty-Nine Dollars (\$419,989).

Due to a delay in FAA grant issuance, the contract was not issued within the 120-day period during which the contractor was required to hold its bid prices. As a result, Hazard Construction has submitted a change order request in the amount of One Hundred Seven Thousand Dollars (\$107,000) to account for increases in supplier pricing.

Staff recommends approval of the change order and authorization for the Chief Executive Officer to execute the change order. Upon approval, the revised contract amount will be increased to a not-to-exceed amount of Two Million Nine Hundred Six Thousand Nine Hundred Twenty-Eight Dollars (\$2,906,928).

Attachment(s):

- 1) Hazard Construction, LLC Construction Contract
- 2) Hazard Construction Change Order Request

CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), is made and entered into this 6th day of April, 2026 by and between the MARCH INLAND PORT AIRPORT AUTHORITY, with its principal place of business at 17405 Heacock Street, Moreno Valley, CA 92551, sometimes hereinafter called the "Authority" and **HAZARD CONSTRUCTION ENGR., LLC**, 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:

Apron Reconstruction Project (Phase 13)

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.

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 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.

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 **Two Million, Seven Hundred Ninety-Nine Thousand Nine Hundred Twenty-Eight Dollars and No Cents Dollars (\$2,799,928.00)**. 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 **\$2,260.00** 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
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Specifications
- Addenda
- Construction Plans and Drawings
- Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- 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.

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

ARTICLE 8. PREVAILING WAGES.

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.

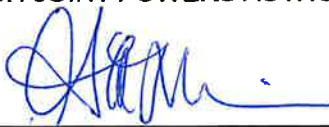
ARTICLE 9. FALSE CLAIMS.

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, DPPD
Chief Executive Officer

HAZARD CONSTRUCTION ENGR., LLC

By: 
Its: **JASON A. MORDHORST, PRESIDENT**

Printed Name:

ATTEST:

By: 
Cindy Camargo, Authority Clerk

1030099 A/C31
Contractor's License Number and
Classification

APPROVED AS TO FORM:

By: 
Best Best & Krieger LLP
General Counsel

1000057539
DIR Registration Number

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

END OF CONTRACT

CALIFORNIA ALL-PURPOSE 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 San Diego

On April 16, 2026 before me, Apryle Briede, Notary Public

Date

NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC

personally appeared Jason A. Mordhorst

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.

Apryle Briede (SEAL)
NOTARY PUBLIC SIGNATURE





10529 Vine Street
Lakeside, CA 92040
Phone (858) 587-3600
Fax (858) 453-6034
License No. 1039495 A/C31
DIR No. 1000058325
hazardconstruction.com

CHANGE ORDER REQUEST

August 14, 2026

Apron Reconstruction Project (Phase 13)

Change Order Request No. COR1

To: Sharon Erb
Quality Control Officer

From: Fausto Gonzalez
Hazard CM Engr LLC
10529 Vine Street
Lakeside, CA 92040

Phone: 951-656-7000

Phone: 858.587.3600

Cell: 951-201-2327

Fax: 858.453.6034

Email: Erb@marchjpa.com

Email: Fgonzalez@hazardconstruction.com

This change order proposal represents the cost escalation due to project commencing after the 120- calendar days after bid opening date.

Scope of work:

ITEM	DESCRIPTION	AMOUNT
1	Hazard Labor	\$20,870.00
2	Hazard Equipment	\$4,122.00
3	Subcontractors	\$26,122.00
4	Trucking	\$15,261.00
5	Materials	\$19,439.00
6	Rental Equipment	\$1,832.00
7	Markup @ 20%	\$17,529.20
8	Bond and Insurance @ 1.95%	\$2,050.92
	TOTAL AMOUNT	\$107,226.12

Notes:

- This cost proposal assumes that this project will commence on October 1, 2026, and will be completed in one mobilization.

Please issue a contract change order to allow for its inclusion in our Contract Agreement. Thank you for your cooperation.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

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

Meeting Date: September 2, 2026

Action: **APPROVE AMENDMENT NO. 1 TO THE SHORT FORM SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR THE MARCH INLAND PORT AIRPORT ON-CALL TREE MAINTENANCE AND SERVICE AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDMENT**

Motion: Move to approve Amendment No. 1 to the Short Form Services Agreement with West Coast Arborists, Inc. for the March Inland Port Airport On-Call Tree Maintenance and Service and authorize the Chief Executive Officer to execute the amendment.

Background:

On March 31, 2026, the March Inland Port Airport Authority entered into a Short Form Services Agreement with West Coast Arborists, Inc. to provide on-call tree maintenance and services at the March Inland Port Airport, with a not-to-exceed amount of \$10,000.

As a result of a recent Bird Aircraft Strike Hazard (BASH) assessment, several trees were identified for removal as a necessary mitigation measure.

Staff obtained a proposal from West Coast Arborists, Inc. for the removal of the trees identified in the BASH report. The remaining funds available under the existing agreement were sufficient to cover the required tree removal work. However, due to the timing of the work, the agreement expired before the work could be completed.

Staff is therefore requesting approval of an Amendment No. 1 as a corrective action to extend the term of the agreement and provide contractual authorization for the tree removal work completed after the original agreement expiration date.

Attachment(s):

- 1) West Coast Arborists, Inc. Short Form Services Agreement
- 2) Amendment No. 1

**AMENDMENT NO. 1 TO
SHORT FORM SERVICES AGREEMENT
WITH WEST COAST ARBORISTS, INC.**

This Amendment No. 1 to the Short Form Services Agreement is made and entered into as of September 3, 2026 ("Effective Date") by and between the March Inland Port Airport Authority, a California joint powers authority ("MIPAA") and West Coast Arborists, Inc., a California Corporation ("Consultant"). MIPAA and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the MIPAA and the Consultant have entered into an agreement, dated March 31, 2026, for the purpose of providing On-Call Tree Maintenance and Services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the Original Agreement for an Additional 30 days.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the 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 through July 31, 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 WEST COAST ARBORISTS, INC.**

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

MARCH INLAND PORT AUTHORITY

CONSULTANT

APPROVED BY:

WEST COAST ARBORISTS, INC.

Grace I. Martin, DPPD
Chief Executive Officer

Patrick Mahoney
President

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

MARCH INLAND PORT AIRPORT AUTHORITY SHORT-FORM SERVICES AGREEMENT

On-Call Tree Maintenance and Service

1. **Parties and Date.** This Agreement is made and entered into this 31st day of March, 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, CA 92551 State of California ("MIPAA") and West Coast Arborists, Inc., a California Corporation, with its principal place of business at 21718 Walnut Avenue, Grand Terrace, CA 92313 ("Vendor"). MIPAA and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."
2. **Terms and Conditions.** The Parties shall comply with the Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by this reference.
3. **Scope of Services; Schedule.** Vendor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, and superintendence of every nature and all other services and all facilities necessary to execute, complete, and deliver the services as particularly described in the Scope of Services ("Services") attached hereto as Exhibit "B" and incorporated herein by this reference. The Services shall be completed timely and in accordance with the Schedule of Services set forth in Exhibit "B".
4. **Term.** The term of this Agreement shall be from April 1, 2026 to June 30, 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 **Ten Thousand Dollars and no cents (\$10,000)** per fiscal year ("Agreement Price"). Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the MIPAA on a monthly basis. The MIPAA shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to the MIPAA within thirty (30) days from the last date of Services performed and failure to do so shall result in a waiver of payment from the MIPAA.
6. **Insurance.** In accordance with Section 3 of the Terms and Conditions, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies in a form satisfactory to the MIPAA.

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 INLAND PORT AIRPORT
AUTHORITY**

**WEST COAST ARBORISTS, INC.
A CALIFORNIA CORPORATION**

APPROVED BY:



Grace I. Martin, DPPD
Chief Executive Officer



Signature

Patrick Mahoney

Name

ATTESTED BY:

President

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 MIPAA. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by MIPAA. Vendor shall add MIPAA, its officers, officials, employees, agents, and volunteers as additional insureds on Vendor's Commercial General Liability and Automobile Liability. Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by MIPAA shall not be required to contribute with it. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the MIPAA, its officials, officers, employees, agents, and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against MIPAA and shall require similar written express waivers and insurance clauses from each of its subconsultants.

4. Indemnification. To the fullest extent permitted by law, Vendor shall defend (with counsel of MIPAA's choosing), indemnify and hold the MIPAA, 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 MIPAA. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Vendor or the MIPAA, its officials, officers, employees, agents, or volunteers. If Vendor's obligation to defend, indemnify, and/or hold harmless arises out of Vendor's performance as a "design professional" (as that term is defined under Civil Code § 2782.8), then, and only to the extent required by Civil Code § 2782.8, which is fully incorporated herein, Vendor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Vendor, and, upon Vendor obtaining a final adjudication by a court of competent jurisdiction, Vendor's liability for such claim, including the cost to defend, shall not exceed the Vendor's proportionate percentage of fault.

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

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

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

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

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

EXHIBIT B

SCOPE OF SERVICES

WCA RATE SCHEDULE FOR TREE MAINTENANCE SERVICES - 2025-2026

West Coast Arborists, Inc. understands the tree population of the **March Joint Powers Authority** and agrees to provide the specific services to the Agency. Bid prices shall remain fixed for 12 months. Years Two and Three include a cost adjustment of nearly 3%, rounded to the nearest dollar for simplicity.

1. GRID OR ANNUAL TREE TRIMMING - A systematic tree trimming program composed of existing grid or pre-designed districts that are trimmed in their entirety on a set schedule. Trees in a grid will include all large, medium and small trees. All trimming is performed in accordance with the standards established by the international Society of Arboriculture, American National Standards Institute and the Agency. Cost includes labor, standard equipment and disposal.

		FY25-26	FY26-27	FY27-28
	Unit	Bid Unit Price	Bid Unit Price	Bid Unit Price
Any Size Tree within the Grid	Per Tree	\$ 100.00	\$ 103.00	\$ 106.00

2. FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS - Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

		FY25-26	FY26-27	FY27-28
Size	Unit	Bid Unit Price	Bid Unit Price	Bid Unit Price
0-6" dbh	Per tree	\$ 60.00	\$ 62.00	\$ 64.00
7-12" dbh	Per tree	\$ 120.00	\$ 124.00	\$ 128.00
13-18" dbh	Per tree	\$ 175.00	\$ 180.00	\$ 185.00
19-24" dbh	Per tree	\$ 225.00	\$ 232.00	\$ 239.00
25" dbh & over	Per tree	\$ 350.00	\$ 360.00	\$ 371.00

3. PALM TREE TRIMMING	Unit	Bid Unit Price	Bid Unit Price	Bid Unit Price
Coco Palm, any size	Per tree	\$ 60.00	\$ 62.00	\$ 64.00
Washingtonia Palm, any size	Per tree	\$ 90.00	\$ 93.00	\$ 96.00
Canary Island Date Palm, any size	Per tree	\$ 300.00	\$ 309.00	\$ 318.00

4. TREE REMOVAL	Unit	Bid Unit Price	Bid Unit Price	Bid Unit Price
Complete tree and stump removal	Per dbh	\$ 60.00	\$ 62.00	\$ 64.00
Tree Removal Only	Per dbh	\$ 52.00	\$ 54.00	\$ 56.00
Stump Removal Only	Per dbh	\$ 21.00	\$ 22.00	\$ 23.00

5. CREW RENTAL				
Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools to perform extraordinary services or tree care services that are inaccessible by equipment.	Per Man Hour	\$ 108.00	\$ 111.00	\$ 114.00

6. CREW RENTAL (Overtime)				
Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools to perform extraordinary services or tree care services that are inaccessible by equipment.	Per Man Hour	\$ 108.00	\$ 111.00	\$ 114.00

7. EMERGENCY RESPONSE SERVICES				
The crew will respond to tree-related emergencies, 7 days per week, 24 hours per day.	Per Hour	\$ 148.00	\$ 152.00	\$ 157.00

8. ARBORIST SERVICES				
An ISA Certified Arborist is available to evaluate specific trees and prepare a written arborist report with findings and recommendations.	Per Hour	\$ 170.00	\$ 175.00	\$ 180.00

9. SPECIALTY EQUIPMENT RATES				
Below is a list of specialty equipment that we have available for various tree projects and the rates for each. These rates excludes an operator.	Per Hour	\$ 108.00	\$ 111.00	\$ 114.00
Roll-off and loader, 95 foot tower, Crane (20-ton), and/or Bobcat				

EXHIBIT C

COMPENSATION

(See Scope of Services)

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: September 2, 2026

Action: **ADOPT RESOLUTION JPA 26-11 ADOPTING AN AMENDED 2026 CONFLICT OF INTEREST CODE/APPENDIX FOR THE MARCH JOINT POWERS AUTHORITY**

Motion: Move to adopt Resolution JPA 26-11 adopting an amended 2026 Conflict of Interest Code/Appendix for the March Joint Powers Authority.

Background:

The March Joint Powers Authority's (March JPA) Conflict of Interest Code is reviewed periodically for updates and amendments as required by the Political Reform Act and the County of Riverside, which is the code-reviewing body for the March JPA. The last amended Conflict of Interest Code Appendix was adopted by the March Joint Powers Commission in August 2024. The current proposed amendments to the Code/Appendix will address changes to the March JPA staff filing designations, and new or abolished former positions.

The March JPA legal counsel drafted the proposed amendments to the Conflict of Interest Code/Appendix. Once approved by the Commission, the Conflict of Interest Code will be submitted to the County of Riverside Board of Supervisors for approval of the amendment and will become effective 30 days after the Board of Supervisors approves the proposed amendment as submitted.

Attachment(s):

- 1) Resolution JPA 26-11
Legislative Version of Proposed Conflict of Interest Code
Amendment/Appendix
Notice of Intention to Amend the Conflict of Interest Code of the
March JPA.
- 2) Legislative (blueline) version of amended Code showing changes
made.

RESOLUTION NO. JPA 26-11

A RESOLUTION OF THE JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the March Joint Powers Authority (the “Authority”), and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the Members of the March Joint Powers Commission (the “Commission”) adopted a Conflict of Interest Code (the “Code”) which was amended on August 14, 2024, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the Authority have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Authority’s Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the Authority being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Commission of the proposed amended Code was provided each affected designated employee and publicly posted for review at the offices of the Authority; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Commission on September 2, 2026, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the Members of the March Joint Powers Commission of the March Joint Powers Authority that the Commission does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Executive Secretary and available for inspection to the public during regular business hours;

BE IT FURTHER RESOLVED that the said amended Conflict of Interest Code shall be submitted to the Board of Supervisors of the County of Riverside for approval and said Code shall become effective upon approval by the Board of Supervisors, as submitted.

APPROVED AND ADOPTED this 2nd day of September, 2026.

Dr. Yxstian Gutierrez, Chair
March Joint Powers Commission
March Joint Powers Authority

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution JPA 26-11 was adopted by the March Joint Powers Commission at a regular meeting thereof held on September 2, 2026, by the following vote of the Commission:

Ayes:

Noes:

Abstain:

Absent:

Dated: September 2, 2026

Cindy Camargo, Clerk
March Joint Powers Commission

CONFLICT OF INTEREST CODE
FOR THE
MARCH JOINT POWERS
AUTHORITY

**CONFLICT OF INTEREST CODE FOR THE
MARCH JOINT POWERS AUTHORITY**

(Amended September 2, 2026)

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code Regulations Section 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, regulation and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **March Joint Powers Authority** (the "**Authority**").

Officials Who Manage Public Investments shall electronically file their statements of economic interests directly with the Fair Political Practices Commission. Individuals holding designated positions shall file their statements of economic interests with the Authority, which will make the statements available for public inspection and reproduction. (Government Code Section 81008.)

APPENDIX

CONFLICT OF INTEREST CODE OF THE MARCH JOINT POWERS AUTHORITY (Amended September 2, 2026)

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Authority Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to the Authority’s Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

It has been determined that the positions listed below are officials who manage public investments¹: These positions are listed here for informational purposes only.

Members of the Joint Powers Commission

Chief Executive Officer

Accounting Manager/Controller

Financial Consultants

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Airport Project Manager	2, 3 ,5
Executive Assistant/Clerk	2, 4
General Counsel	1, 2
Quality Control Officer	5, 6

MEMBERS, BOARDS, COMMITTEES AND COMMISSIONS:

Technical Advisory Committee	1, 2
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Consultant and New Positions²

² Individuals serving as a consultant as defined in Regulation 18700.3 or in a new position created since this Code was last approved that make or participate in making decisions shall disclose pursuant to the broadest disclosure requirements set forth in this Code subject to the following limitation:

The Chief Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regs 18219 and 18734.) The Chief Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the Designated Position must disclose for each disclosure category to which the designated is assigned.³ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are located in, that do business in or own real property within the jurisdiction of the Authority.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the Authority, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of Authority.

Category 4: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of the type purchased or leased by the Authority.

Category 5: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of the type purchased or leased by the Designated Position’s department, unit or division.

Category 6: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through the Authority or its subdivisions.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)

NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE MARCH JOINT POWERS AUTHORITY

NOTICE IS HEREBY GIVEN that the March Joint Powers Authority (the “Authority”) intends to amend its Conflict of Interest Code (the “Code”) pursuant to Government Code Section 87306.

The Appendix of the Code designates those employees, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of the Authority’s Code. The Authority’s proposed amendments include new positions that must be designated, revise disclosure categories, delete titles of position that have been abolished and/or positions that no longer make or participate in making governmental decisions, update the language to reflect newly passed SB 852 revising form 700 filing requirements for Public Officials who manage public investments and other technical changes.

The proposed amended Code will be considered by the Members of the Commission on September 2, 2026, at 3:00 p.m. at March JPC Meeting Location, Riverside County Administration Center, Board Chambers, 4080 Lemon Street, Riverside California. Any interested person may be present and comment at the public meeting or may submit written comments concerning the proposed amendment. Any comments or inquiries should be directed to the attention of Cindy Camargo, Executive Assistant, March JPA, 17405 Heacock Street, Moreno Valley, CA 92551. Written comments must be submitted no later than 3:00 p.m. on September 2, 2026.

The proposed amended Code may be reviewed and copies obtained from the office of the Executive Assistant at March JPA, 17405 Heacock Street, Moreno Valley, California, during regular business hours.

Attachment 2

CONFLICT OF INTEREST CODE
FOR THE
MARCH JOINT POWERS
AUTHORITY

CONFLICT OF INTEREST CODE FOR THE MARCH JOINT POWERS AUTHORITY

(Amended August 14, 2024 September 2, 2026)

The Political Reform Act (Government Code § Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code Regulations § Section 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, regulation and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **March Joint Powers Authority** (the "**Authority**").

~~All officials and designated positions required to submit a statement of economic interests shall file their statements with the Executive Assistant/Clerk as the Authority's Filing Officer. The Executive Assistant/Clerk shall make and retain a copy of all statements filed by Members of the Joint Powers Commission and the Chief Executive Director, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Riverside. The Executive Assistant/Clerk shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)~~

Officials Who Manage Public Investments shall electronically file their statements of economic interests directly with the Fair Political Practices Commission. Individuals holding designated positions shall file their statements of economic interests with the Authority, which will make the statements available for public inspection and reproduction. (Government Code Section 81008.)

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APPENDIX

CONFLICT OF INTEREST CODE OF THE MARCH JOINT POWERS AUTHORITY (Amended ~~August 14, 2024~~ September 2, 2026)

PART "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Authority Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to the Authority's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

It has been determined that the positions listed below are officials who manage public investments¹. These positions are listed here for informational purposes only.

Members of the Joint Powers Commission

Chief Executive Officer

Accounting Manager/Controller

Financial Consultants

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Accounting Manager/Controller [Position designated as an 87200 filer]	5
Airport Project Manager	2, 3, 5
Business Development Specialist	5
Executive Assistant/Clerk	2, 4
General Counsel	1, 2
Government Affairs Officer	5, 6
Planning Director	1, 2
Principal Planner	1, 2
Property Manager	2, 5
Quality Control Officer	5, 6
Senior Planner	1, 2

MEMBERS, BOARDS, COMMITTEES AND COMMISSIONS:

Technical Advisory Committee	1, 2
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Consultant and New Positions²

² Individuals serving as a consultant as defined in Regulation 18700.3 or in a new position created since this Code was last approved that make or participate in making decisions shall disclose pursuant to the broadest disclosure requirements set forth in this Code subject to the following limitation:

The Chief Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regs 18219 and 18734.) The Chief Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B” **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the Designated Position must disclose for each disclosure category to which the designated is assigned.³ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are located in, that do business in or own real property within the jurisdiction of the Authority.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the Authority, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of Authority.

Category 4: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of ~~a the~~ type purchased or leased by the Authority.

Category 5: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of ~~a the~~ type purchased or leased by the Designated Position's department, unit or division.

Category 6: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through the Authority or its subdivisions.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: September 2, 2026

Action: **ADOPT RESOLUTION JPA 26-12 A RESOLUTION OF THE JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S (SDRMA) HEALTH BENEFITS PROGRAM**

Motion: Resolution JPA 26-12 A Resolution of the Joint Powers Commission of the March Joint Powers Authority approving the Form of and Authorizing the Execution of a Memorandum of Understanding (MOU) and Authorizing Participation in the Special District Risk Management Authority's (SDRMA) Health Benefits Program.

Background:

The March JPA provides vision and dental benefits through the Special District Risk Management Authority (SDRMA). At the June 24, 2026 SDRMA Board meeting, the SDRMA Board of Directors approved amendments to the SDRMA Health Benefits Memorandum of Understanding (MOU) between participating agencies and SDRMA. The amendments were made to align the MOU with their pool, Public Risk Innovation, Solutions and Management (PRISM) MOU and industry norms.

At this time, SDRMA is requiring all participating agencies to adopt the new amended MOU by resolution prior to November 1, 2026, to provide continued health services after December 31, 2026.

Staff recommends adopting Resolution JPA 26-12.

Attachment(s): 1) Resolution JPA 26-12.
2) Memorandum of Understanding.

RESOLUTION NO. JPA 26-12

A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF MARCH JOINT POWERS AUTHORITY APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S (SDRMA) HEALTH BENEFITS PROGRAM

WHEREAS, March Joint Powers Authority, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "MJPA"), has determined that it is in the best interest and to the advantage of the MJPA to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the MJPA to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the MJPA is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY AS FOLLOWS:

Section 1. Findings. The March Joint Powers Commission hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the MJPA.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the MJPA and the Authority, in the form presented at this meeting and on file with the MJPA's Secretary, is hereby approved. The

Chief Executive Officer is hereby authorized and directed, for and in the name and on behalf of the MJPA, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The March Joint Powers Commission approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Severability. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable.

Section 5. Other Actions. The Chief Executive Officer is hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 6. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 2ND day of September, 2026.

Dr. Yxstian Gutierrez, Chair
March Joint Powers Commission
March Joint Powers Authority

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution JPA 26-12 was adopted by the March Joint Powers Commission at a regular meeting thereof held on September 2, 2026, by the following vote of the Commission:

Ayes:

Noes:

Abstain:

Absent:

Dated: September 2, 2026

Cindy Camargo, Clerk
March Joint Powers Commission

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER “MEMORANDUM”) IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER “SDRMA”) AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER “ENTITY”) WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "Program"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program (the "Committee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the Program, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. **DEFINITIONS.** For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.
 - a. “Committee” means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.
 - b. “Coverage Documents” means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.
 - c. “Program Participation Agreement” means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

2. PURPOSE. ENTITY is signatory to this MEMORANDUM for the sole purpose of enrolling in the Program.
3. ENTRY INTO PROGRAM. ENTITY shall apply for participation in the Program by executing and all forms prescribed by SDRMA. SDRMA shall submit the completed forms to the Program's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's governing documents and in accordance with the Program's eligibility guidelines.
4. MAINTENANCE OF EFFORT. Program provides health benefits to all active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ENTITY public officials may participate in the Program only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
5. PREMIUMS. ENTITY agrees and acknowledges that premiums and rates for the Program are set by the Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly amount billed by SDRMA for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the

MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

6. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program underwriter for approval.
7. **ASSESSMENTS AND DIVIDENDS.** The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

8. **WITHDRAWAL.** ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective. No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program, there is a 3-year waiting period to come back into the Program, and the ENTITY will be subject to underwriting approval.
9. **ARBITRATION OF DISPUTES.** To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of

Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.
11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.
12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
13. COMPLETE AGREEMENT. This MEMORANDUM together with the related Program Documents constitutes the full and complete agreement of the ENTITY.
14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.
16. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.
17. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

ENTITY Name



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER “MEMORANDUM”) IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER “SDRMA”) AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER “ENTITY”) WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "PROGRAMprogram"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the PROGRAMprogram (the "COMMITTEEcommittee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the PROGRAMprogram, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. DEFINITIONS. For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

a. “Committee” means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.

b. “Coverage Documents” means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.

c. “Program Participation Agreement” means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be

completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

12. PURPOSE. ENTITY is signatory to this MEMORANDUM for the ~~express-sole~~ purpose of enrolling in the ~~P~~rogram~~ROGRAM~~.

23. ENTRY INTO PROGRAM. ENTITY shall ~~enroll~~ apply for participation in the ~~P~~rogram~~ROGRAM~~ by ~~making application through executing and all forms prescribed by SDRMA. SDRMA shall submit the completed forms to which shall be subject to approval by the~~ Program~~ROGRAM~~'s Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's and governing documents and in accordance with the Program's~~applicable~~ eligibility guidelines.

34. MAINTENANCE OF EFFORT. ~~P~~rogram ~~ROGRAM is designed to provide an alternative provides~~ health benefits ~~solution~~ to all ~~participants~~ active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ~~of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional).~~ ENTITY public officials may participate in the ~~P~~rogram~~ROGRAM~~ only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements

45. PREMIUMS. ENTITY ~~understands~~ agrees and acknowledges that premiums and rates for the ~~P~~rogram ~~ROGRAM~~ are set by the ~~COMMITTEE~~Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly ~~premiums based upon rates established amount billed by SDRMA~~ for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

~~Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.~~

~~SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties up to and including termination from the PROGRAM. Premiums are based on a full month, and there are no partial months or prorated premiums. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.~~

~~Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.~~

- ~~56.~~ **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program ~~ROGRAM~~ and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program ~~ROGRAM~~ underwriter for approval.
- ~~6.~~ **COVERAGE DOCUMENTS.** ~~Except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM and will be provided by SDRMA to each ENTITY. SDRMA will provide each ENTITY with additional documentation, defined as the SDRMA Program Administrative Guidelines which provide further details on administration of the PROGRAM.~~
- ~~7.~~ **PROGRAM FUNDING.** ~~It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss~~

~~coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.~~

~~8. ASSESSMENTS. Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:~~

~~a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.~~

~~b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.~~

~~c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.~~

~~d. Fund equity will be evaluated on a total PROGRAM-wide basis as opposed to each year standing on its own.~~

7. ASSESSMENTS AND DIVIDENDS. The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

98. WITHDRAWAL. ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA and the PROGRAM in writing of its

~~intent to withdraw at least 90 days prior to their requested withdrawal date. ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective . No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st.~~ Once ENTITY withdraws from the ~~Program~~PROGRAM, there is a 3-year waiting period to come back into the ~~Program~~PROGRAM, and the ENTITY will be subject to underwriting approval ~~again~~.

~~10. LIAISON WITH SDRMA. Each ENTITY shall maintain staff to act as liaison with SDRMA and between the ENTITY and SDRMA's designated PROGRAM representative.~~

~~9. ARBITRATION OF DISPUTES. To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.~~

~~11~~10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.

~~12~~11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.

~~13~~12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.

~~14~~13. COMPLETE AGREEMENT. This MEMORANDUM together with the related ~~P~~rogramPROGRAM ~~documents~~Documents constitutes the full and complete agreement of the ENTITY.

~~15~~14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

~~16~~15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the



~~right of either party thereafter to enforce each and every such provision may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM. Any If ENTITY who fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate shall be deemed to have withdrawn this MEMORANDUM and ENTITY'S Program Participation Agreement from the PROGRAM effective as of on the next annual renewal date.~~

~~1716.~~ EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.

~~1817.~~ EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

Agency ENTITY Name

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: September 2, 2026

Action: **APPROVE A PROJECT ACCEPTANCE WITH DANNY RYAN PRECISION CONTRACTING, INC. DBA ADEP PRECISION CONTRACTING AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE NOTICE OF COMPLETION (NOC)**

Motion: Move to approve a project acceptance with Danny Ryan Precision Contracting, Inc. dba ADEP Precision Contracting and authorize the Chief Executive Officer to execute the Notice of Completion (NOC).

Background:

On February 5, 2025, the March Joint Powers Commission approved a construction contract with Danny Ryan Precision Contracting, Inc. dba ADEP Precision Contracting for the demolition of two vacant buildings within the JPA's Northeast Corner Planning Area. The two buildings were Building 962, a former dining hall facility and Building 976, a former military dormitory, for an amount of \$629,500.

On September 3, 2025, Commission approved 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.

On June 3, 2026, Commission approved Change Order No. 2 for additional work identified during construction to be necessary, which included removal of additional concrete slab and forming discovered where a commercial freezer once sat and mastic that was found under shower pans, for a not-to-exceed amount of \$42,218. This approved Change Order increased the total contract amount to not-to-exceed \$803,418.

The Contractor completed the work within the approved contract amount, for a total of \$803,418.00. The scope of work has been completed and there were no punch list items identified at the post construction job walk. Staff recommends the acceptance of the Demolition of Building No. 962 & Building No. 976 Project as complete and direct the Chief Executive Officer to file a Notice of Completion with the County Recorder's office and process the final payout to Contractor for the retention held during this project.

Attachment(s): Notice of Completion (NOC)

WHEN RECORDED MAIL TO:

March Joint Powers Authority
Agency Clerk's Office
17405 Heacock Street
Moreno Valley, CA 92551

FREE RECORDING

This instrument is for the benefit of
the March Inland Port Airport Authority and
is entitled to be recorded without fee.
(Gov. Code 6103)

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. A capital improvement project, described as follows, was deemed completed and final acceptance was granted on: September 2, 2026

Demolition of Building No. 962 & Building 976, Northeast Corner Planning Area
2. The public agency that owns the property where said improvement was completed is the March Joint Powers Authority, a joint powers authority, located at 17405 Heacock Street, Moreno Valley, CA 92551. The nature of the Interest is accepting the improvements for ongoing maintenance.
3. The location of the project is: Building No. 962: 15125 5th Street, Riverside, CA and Building 976: 15105 6th Street, Riverside, CA.
4. The name of the prime contractor for said work is: Danny Ryan Precision Contracting, Inc., dba ADEP Precision Contracting
5. The surety required for the project is: U.S. Specialty Insurance Company
801 S. Figueroa, Suite 700
Los Angeles, CA 90017

Grace I. Martin, DPPD
Chief Executive Officer

See Attached Jurat

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 _____

Subscribed and sworn to (or affirmed) before me on this _____
day of _____, 20____, by _____

_____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

(Seal)

Signature_____

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: September 2, 2026

Action: **APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH RSG, INC. EXTENDING THE AGREEMENT TERM AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDMENT**

Motion: Approve Amendment No. 1 to the Professional Services Agreement (PSA) with RSG, Inc. extending the agreement term and authorize the Chief Executive Officer to execute the amendment.

Background:

On May 12, 2025, the March Joint Powers Authority (MJPA) entered into a Professional Services Agreement with RSG, Inc. to provide fiscal consulting services. The scope of services includes fiscal analysis related to the wind-down of the MJPA; financial analysis of revenues and expenditures associated with the Authority and related entities; economic impact and forecasting analysis; CEQA compliance; management of Successor Agency enforceable obligations and required reporting; and general on-call fiscal advisory services

The agreement was authorized for a not-to-exceed amount of \$165,000 and currently has a remaining balance of \$133,000 on the contract. RSG's services have been critical to the MJPA transition process. In addition, the Successor Agency has remained in place beyond the July 1, 2025 transition and continues to have ongoing administrative and report requirements. Continued fiscal consulting services are therefore necessary to support the MJPA transition activities and the ongoing administration and report requirements of the Successor Agency associated with the former MJPA Redevelopment Agency.

Staff recommends approval of Amendment No. 1 to extend the term of the agreement through June 30, 2027, allowing RSG to continue providing fiscal consulting services in support of the MJPA and the ongoing administration of Successor Agency obligations.

The proposed amendment would not result in a fiscal impact to the MJPA. Services will be funded within the existing resources available for these activities.

Attachment(s):

- 1) Amendment No. 1
- 2) RSG, Inc. Professional Services Agreement

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH RSG, INC.**

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of September 3, 2026 (“Effective Date”) by and between the March Joint Powers Authority, a California joint powers authority (“MJPA”) and RSG, Inc., a California Corporation (“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 May 12, 2026, for the purpose of providing Sunset Planning Phase II Services (the “Original Agreement”).

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the Original Agreement for an additional term of one year 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 the 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 through June 30, 2027, 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 PROFESSIONAL SERVICES AGREEMENT
WITH RSG, 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:

RSG, Inc.

Grace I. Martin, DPPD
Chief Executive Officer

Jim Simon
President

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

**MARCH JOINT POWERS AUTHORITY
PROFESSIONAL SERVICES AGREEMENT WITH
RSG, INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of May, 2025, by and between the March Joint Powers Authority, a joint powers authority, organized under the laws of the State of California, with its principal place of business at 17405 Heacock Street, Moreno Valley, County of Riverside, State of California ("Authority") and RSG, Inc., a State of California Corporation, with its principal place of business at 170 Eucalyptus Avenue, Vista, CA 92084 ("Consultant"). Authority and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing services to public clients, is licensed in the State of California, and is familiar with the plans of Authority.

2.2 Project.

Authority desires to engage Consultant to render such professional services for Authority Sunset Planning Phase II project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit 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 May 12, 2025 to June 30, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. Authority retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of Authority and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit A attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Authority.

3.2.4 Substitution of Key Personnel. Consultant has represented to Authority that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Authority. In the event that Authority and Consultant cannot agree as to the substitution of key personnel, Authority shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Jim Simon.

3.2.5 Authority's Representative. The Authority hereby designates Executive Director, Dr. Grace Martin, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The Executive Director shall be authorized to act on Authority's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Executive Director, Authority's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates President, Jim Simon, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, consultants and other staff at all reasonable times.

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

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

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Authority's Minority

Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify Authority against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Authority that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Authority to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) Commercial General Liability (1) Additional Insured: The Authority, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the Authority, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Authority, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Authority and shall protect the Authority, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the Authority, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Authority for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Authority evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligation on the Authority nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

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

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

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

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

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

(F) Consultant shall report to the Authority, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Authority, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the Authority, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the Authority.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local,

state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Authority's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the Authority, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Authority may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Sixty Five Thousand Dollars and no cents (\$165,000) without written approval of the Commission or Executive Director as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or

"maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Authority. Consultant 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 DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

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

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

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

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	RSG, Inc. 170 Eucalyptus Avenue, Suite 200 Vista, CA 92084 ATTN: Jim Simon, President
Authority:	March Joint Powers Authority 17405 Heacock Street Moreno Valley, CA 92551 ATTN: Dr. Grace Martin, Chief Executive Officer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of Authority, and shall not be used in whole or in substantial part by Consultant on other projects without the Authority's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Authority reproducible copies of all Documents & Data, in a form and

amount required by Authority. Authority reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Authority at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Authority upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Authority any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Authority upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Authority and provide Authority with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the Authority.

3.6.3.3 Right to Use. Authority shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at Authority's sole risk. If Authority uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Authority upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the Authority, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing

furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

3.6.3.6 Confidential Information. The Authority shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Authority's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Authority shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give Authority written notice of Consultant's objection to the Authority's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Authority shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with Authority's choice of legal counsel), and hold Authority harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Authority release such information.

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

3.6.5 Indemnification.

3.6.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants, or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees, and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the Authority. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

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

3.6.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.6.9 Authority's Right to Employ Other Consultants. Authority reserves right to employ other consultants in connection with this Project.

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

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

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Authority include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

3.6.20 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

**PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE MARCH JOINT POWERS AUTHORITY
AND RSG, INC.**

MARCH JOINT POWERS AUTHORITY

RSG, INC.

By:



Grace I. Martin, DPPA
Chief Executive Officer

By:



Jim Simon
President

Attest:



Authority Clerk

Approved as to Form:



Thomas A. Rice
Best Best & Krieger LLP
General Counsel

JPC: 05-12-2025 8.5

EXHIBIT "A"
SCOPE OF SERVICES

Extensive financial analysis of revenues and expenditures tied to Authority and related entities operations;

Economic impact and forecasting analysis;

CEQA compliance;

Successor Agency enforceable obligations and reporting services; and

General on-call fiscal advisory services.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 8 (10)

Meeting Date: September 2, 2026

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

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

Background:

The March Joint Powers Authority is responsible for the operations and maintenance of 111 historical homes, Green Acres Housing Community. The current landscape maintenance contract expires January 31, 2027. The Request for Proposals (RFP) is needed for general landscape services at the Green Acres Housing Community such as weekly mowing, trimming, shrub detail, rodent control, fertilizing, weed abatement and minor irrigation repairs to the irrigation system.

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

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: September 2, 2026

Action: **APPROVE THE AWARD OF A CONTRACT TO WEST COAST ARBORISTS, INC. FOR GREEN ACRES TREE TRIMMING AND REMOVAL SERVICES; AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT**

Proposed Motion: Move to approve the award of a contract to West Coast Arborists, Inc. for Green Acres Tree Trimming and Removal 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 Green Acres Historical Housing Community tree trimming and removal services. Staff received six (6) proposals in response to the RFP. The proposals received were as follows:

Company	Bid Amount
Integrity Arborist	\$149,516.00
West Coast Arborists, Inc.	\$258,875.00
Four Seasons	\$272,330.00
Greenfield Landscape	\$337,474.00
Mariposa Landscape	\$425,072.50
Leafwise Landscape	\$760,707.44

Contractors were scored based on responsiveness to RFP criteria that included, but is 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 six proposals received, West Coast Arborists was determined to be the most responsive and responsible bidder.

Staff recommends awarding the contract to West Coast Arborists in the amount of Two Hundred Fifty-Eight Thousand Eight Hundred Seventy-Five Dollars and no cents (\$258,875.00). The proposed Agreement would have a maximum term of one year, or until the completion of services, whichever occurs first, not to exceed one year.

The budget for this work would allow for a twenty-five percent (25%) contingency fund in the amount of Sixty-Four Thousand Seven Hundred Eighteen Dollars and Seventy-Five cents

(\$64,718.75) for a total annual authorization of Three Hundred Twenty-Three Thousand Five Hundred Ninety-Three Dollars and Seventy-Five cents (\$323,593.75) for tree trimming and removal services.

Staff recommends that the Commission approve the award of a contract to West Coast Arborists, Inc. for Green Acres Historical Housing Community Tree Trimming and Removal Services; and authorize the Chief Executive Officer to execute the agreement.

Attachment(s): West Coast Arborists Maintenance Services Agreement

MARCH JOINT POWERS AUTHORITY
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 3rd day of September, 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, ("Authority") and West Coast Arborists, a California Corporation with its principal place of business at 21718 Walnut Avenue, Grand Terrace, CA 92313 ("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 **tree trimming and removal 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 Green Acres Historical Housing Community Tree Trimming and Removal Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. 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 tree trimming and removal 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 September 3, 2026 to September 2, 2027, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Authority retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Authority and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, Authority shall respond to Contractor's submittals in a timely manner. Upon request of Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Authority.

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

3.2.5 Contractor's Representative. Contractor hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of

California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

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

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

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

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the Authority or its representatives for inspection and copy at any time during normal business hours. The Authority shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

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

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

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air

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

3.2.10.7 Water Quality.

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

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

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

3.2.11 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000 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:VII, 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 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by Authority in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by Authority in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.3 Bond Provisions. Should, in Authority's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the Authority, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Authority may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VII and satisfactory to the Authority. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.2.14 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 reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole

expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Fifty-Eight Thousand Eight Hundred Seventy-Five Dollars (\$258,875.00)**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to Authority a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Authority, its

officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

3.4 Termination of Agreement.

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

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

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

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

West Coast Arborists
21718 Walnut Avenue
Grand Terrace, CA 92313
Attn: _____

Authority:

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

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 WEST COAST ARBORISTS, INC.**

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

MARCH JOINT POWERS AUTHORITY

WEST COAST ARBORISTS, INC.

APPROVED BY:

Grace I. Martin, DPPD,
Chief Executive Officer

By: _____

Its: _____

ATTESTED BY:

Printed Name: _____

Cindy Camargo,
Authority Clerk

By: _____

Its: _____

APPROVED AS TO FORM:

Printed Name: _____

Best Best & Krieger LLP
General Counsel

Contractor's License Number

DIR Registration Number

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

PROPOSED SCOPE OF SERVICES

The March Joint Powers Authority is responsible for tree trimming and removal at the historical housing community site owned by the March Joint Powers Authority. The intent of this Request for Proposal is to solicit proposals from qualified firms with experience in providing a wide-range of tree trimming and removal services for public facilities. The March Joint Powers Authority is looking for the most responsible and responsive firm that will be committed to provide the best level of service in maintaining the March Joint Powers Authority Green Acres Housing Community Facilities. Through a competitive qualification and bid-based procurement process, the March Joint Powers Authority intends to enter into an agreement with a qualified firm for tree trimming and removal services.

All work shall be done in a professional, thorough and workman like manner to the satisfaction of the Chief Executive Officer, Property Manager or Facilities and Landscape Maintenance Coordinator, or authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications **at all times**.

Work to be done by Contractor:

- A. Work will be performed Monday through Friday, between 7:00 am and 4:00 pm at locations within the service area of the Green Acres Historical Housing Community. The Contractor is not authorized to perform any work under these specifications until the Contractor has received, from Authority designated personnel, notification to commence work. If during the commencement of work a discrepancy arises, the Contractor shall immediately notify Agency designated personnel. Work will include but is not limited to trimming, complete removal of trees and stumps.
- B. Inventory list to be provided to awarded Contractor.
- C. The Contractor shall install "No Parking" signage by securing signs to the tree using string ties only; the use of nails, staples or any other damaging fasteners is strictly prohibited. In addition, a "No Parking" sign shall be placed adjacent to the street in a clearly visible location to ensure public awareness and safety.
- D. Sufficient crews shall be maintained at all times to maintain Tree Management standards established by the Agency.
- E. The Contractor shall submit a daily electronic report defining the work schedule, status, updates, any problems encountered, and any other information requested by Agency personnel. Daily report should be delivered via email to Quality Control Officer by 9:00 am each weekday morning.
- F. No work will be performed on the weekends with the exception of emergencies and pre-approved work by Agency designated personnel. Overtime work performed at the option of, or for the convenience of the Contractor, will be inspected by the Agency at the expense of the Contractor.

- G. Invoice will be paid in full when tree management work is completed on time. Agency designated personnel agrees work is complete, certified payroll and DIR acceptance, and invoice are submitted.
- H. All work performed by the Contractor will be at the sole expense of the Contractor as part of the Agreement.
- I. The Contractor will comply with all March Joint Powers Authority Municipal Codes of the High Voltage Electrical Safety Orders and of the General Industry Safety Orders of the California Administrative Code, Clearance of Brush or Vegetative Growth from Electrical Lines, Uniform Fire Code, California State Fire Marshall Code, General Order 95 National Electric Safety Code, Occupational Safety and Health Act Federal and State and any other laws, codes and regulations required for safe municipal tree management activities.
- J. Contractor shall maintain two levels of supervision on staff for the March Joint Powers Authority:
 - a. Field Supervisor – ISA Certified Arborist, Certified Tree Worker/Certified Climber to oversee daily field operations
 - b. Working Foreman – Certified Tree Worker and Certified Climber to oversee crews working in field.
- K. Contractor will be responsible for removing vegetation including vines and ivy from trees at ground level. No tendrils will be left behind.

Green Waste & Recycling:

All tree branches produced as a result of the Contractor's operations under this contract shall be reduced, reused, recycled, and/or transformed. Included in the monthly billing for tree maintenance the Agency will receive a green waste report detailing the amount of debris recycled and location. This report must be in compliance with Assembly Bill 939.

Contractor agrees to reduce, reuse, recycle or transform 100% of all material produced as a result of tree trimming and removal operations. Woodchips or mulch generated from pruning operations within the Agency may first be dumped at a Agency designated and approved site. If the Agency has no use for woodchips or mulch generated from tree trimming and removal operations and contractor has no other way to charge to the Agency. Contractor must meet all state reporting requirements and supply to the Agency waste tonnage reports for all recycled material with the monthly invoice.

Work sites shall be cleaned on a daily basis with no limbs, brush, or debris left overnight.

Trained Personnel:

The Contractor shall assign only qualified/certified Tree Trimmers/Climber Specialists who have completed a minimum of 18-months of certified training in accordance with American National Standards Institute Z133.1 guidelines.

Damages:

All damages resulting from Contractors operations shall be repaired at the Contractor's expense.

Municipal Tree Management Services – General Guidelines:

All Agency trees shall be pruned using only accepted standards, as established by the international Society of Arboriculture (ISA), National Arborists Association (NAA), and American National Standards Institute (ANSI) Section Z133.1. All Agency trees shall be pruned in a manner that will encourage good development while preserving their health, structure and natural appearance.

1. Contractor shall perform municipal tree management operations in accordance with the minimum standards set by the following agencies. Riverside Standards will supersede these minimum standards as stated in Article 2, Item 2.
2. ANSI Standard A300 (Part 1) Pruning.
3. ISA Best Management Practices – Tree Pruning.
4. ISA Tree Pruning Guidelines.
5. California Public Utilities Commission General Order 95.

Municipal Tree Management – Specific Standards

When pruning cuts are made to a suitable lateral limb, the remaining limb shall possess a basal thickness of at least 1/3 the diameter of the cut. Such cuts shall be considered proper only when the remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut within a reasonable amount of time.

All final pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Flush cuts shall not be made and the branch collar shall not be removed.

Tree limbs and Palm frond bases shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property. Ropes shall lower large limbs and branches that would damage the tree or other property while falling freely.

All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on the tree. All pest, disease, or structural weaknesses or defects observed by the contractor while performing this work shall be immediately reported to the Agency verbally and in writing including steps that will be taken by the contractor to prevent spreading. If any significant pest, disease, or structural weaknesses or defects are not reported for any reason the contractor will be held liable for all damages that occur.

Contractor will be responsible for removing bees from trees with no additional cost to the Agency.

All pruning tools and saws used for tree pruning shall be kept sharpened at all times to result in final cut with an abrasive wood surface and secure bank. All trees six (6) inches in diameter (DBH) or less shall be pruned with hand tools only. Chainsaws will not be permitted on any trees with six (6) inches or less DBH.

Whenever pruning cuts are to be made, while removing limbs too large to hold securely in one hand during the cutting operation, the limb shall be cut off first, one to two feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent the tearing of bark and wood.

No more than thirty-five percent (35%) of live wood may be removed from the crown of any tree. The exception to this is Live Oaks, which are limited to no more than ten (10) percent.

Any extraneous metal, wire, rubber, or other material interfering with the natural growth of the tree shall be removed.

The use of climbing spurs or spike shoes is strictly prohibited except in the case of aerial rescue and removals.

All pruning shall be performed in such a manner as to encourage and promote the natural growth and shape of the tree spaces. The Contractor shall not perform any of the following procedures, except in the process of tree removal:

- a. The severe cutting back of growing tips including topping, dehorning, heading back, pollarding, or hat hacking.
- b. Flush cutting where branch removal results in the base of the branch removing protruding more than approximately $\frac{1}{4}$ inch beyond the zone of the branch collar and branch bark ridge.
- c. Removal of a main healthy leader.
- d. The removal of all the inner branches and foliage also known as lion tailing.

Tree and Stump Removal:

- A. All tree removals including the removal of dead, weak or hazardous trees. While performing tree removal, damage to other trees, shrubs, and other features are prohibited. The Contractor will be required to remove and replace any trees, shrubs, or other features damaged by the removal process. All debris is to become the Contractor's property and disposed of offsite. Trees removed shall be cut down to the existing soil grade and shall include stump grinding. Tree and stump removal shall occur on the same day or until USA marks have been identified and then stump shall be removed within 24 hours. Removal lists will be compiled by the Agency and submitted monthly or as needed. Job sites shall be cleaned daily, including raking of leaves and removal of all debris.
- B. Stumps shall be ground to a depth of eighteen (18) inches below level of sidewalk or curb grade or until deep roots are no longer encountered. The contractor shall grind the stump a minimum distance of five (5) feet on either side of the outer circumference of the stump, or until surface roots are no longer encountered. Upon removal Contractor is responsible for filling void all materials with three (3) inches above grade to allow for settling. The backfill shall contain approximately 60% soil and shall be over seeded with appropriate plantings. All holes shall be backfilled, as well as, all debris cleaned up and hauled off on a daily basis with no debris left overnight.

EXHIBIT B

SCHEDULE OF SERVICES

EXHIBIT C
COMPENSATION

ADDENDUM #1
BID SCHEDULE A – TREE TRIMMING

PROPOSER NAME: West Coast Arborists, Inc.

The above-named Proposer having examined the proposed Contract Documents and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

#	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1.	Afghan Pine (Pinus Eldarica)	6 EA.	\$125.00	\$175.00
2.	Agave (Agave Angustifolia 'Marginata')	1 EA.	\$125.00	\$125.00
3.	Aleppo Pine (Pinus Halepensis)	3 EA	\$125.00	\$375.00
4.	American Elm (Ulmus Americana)	13 EA.	\$125.00	\$1,625.00
5.	American Sweetgum (Liquidambar Styraciflua)	1 EA	\$125.00	\$125.00
6.	Arizona Ash (Fraxinus Velutina)	37 EA	\$300.00	\$11,100.00
7.	Arroyo Willow (Salix Lasiolepis)	2 EA	\$125.00	\$250.00
8.	Ash Gum (Eucalyptus Cinerea)	1 EA	\$125.00	\$125.00
9.	Avocado (Persea Americana)	1 EA	\$125.00	\$125.00
10.	Black Locust (Robinia Pseudoacacia)	25 EA	\$250.00	\$6,250.00
11.	Black Walnut (Juglans Nigra)	1 EA	\$250.00	\$250.00
12.	Blue Gum (Eucalyptus Globulus)	30 EA	\$350.00	\$10,500.00
13.	Bottle Tree (Brachychiton Populneus)	3 EA	\$125.00	\$375.00
14.	Brazilian Pepper (Schinus Terebinthifolius)	1 EA	\$125.00	\$125.00
15.	Brush Cherry (Syzygium Austale)	8 EA	\$125.00	\$1,000.00
16.	California Fan Palm (Washingtonia Filifera)	23 EA	\$155.00	\$3,565.00
17.	California Pepper (Schinus Molle)	132 EA	\$200.00	\$26,400.00

18.	California Sycamore (Platanus Racemosa)	18 EA	\$250.00	\$4,500.00
19.	Camphor Tree (Cinnamomum Camphora)	3 EA	\$125.00	\$375.00
20.	Canary Island Date Palm (Phoenix Canariensis)	100 EA	\$250.00	\$25,000.00
21.	Catalina Cherry (Prunus ilicifolia ssp lyonii)	1 EA	\$125.00	\$125.00
22.	Coast Live Oak (Quercus Agrifolia)	1 EA	\$125.00	\$125.00
23.	Coast Redwood (Sequoia Sempervirens)	10 EA	\$125.00	\$1,250.00
24.	Crape Myrtle (Lagerstroemia Indica)	11 EA	\$125.00	\$1,375.00
25.	Deodar Cedar (Cedrus Deodara)	7 EA	\$125.00	\$875.00
26.	Desert Gum (Eucalyptus Rudis)	17 EA	\$250.00	\$4,250.00
27.	Eastern Red Cedar (Juniperus Virginiana)	4 EA	\$125.00	\$500.00
28.	Edible Fig (Ficus Carica)	12 EA	\$125.00	\$1,500.00
29.	Edible Loquat (Eriobotrya Japonica)	1 EA	\$125.00	\$125.00
30.	Forest Red Gum (Eucalyptus Tereticornis)	101 EA	\$250.00	\$25,250.00
31.	Glossy Privet (Ligustrum Lucidum)	13 EA	\$125.00	\$1,625.00
32.	Hollywood Juniper (Juniperus Chinensis 'Torulosa')	1 EA	\$125.00	\$125.00
33.	Honey Lucust (Gleditsia Triacanthos)	1 EA	\$125.00	\$125.00
34.	Italian Cypress (Cupressus Sempervirens)	32 EA	\$125.00	\$4,000.00
35.	Italian Stone Pine (Pinus Pinea)	3 EA	\$300.00	\$900.00
36.	Jacaranda (Jacaranda Mimosifolia)	7 EA	\$125.00	\$875.00
37.	Laurel Sumac (Rhus Laurina)	7 EA	\$125.00	\$875.00

38.	Lemon (Citrus Limon)	2 EA	\$125.00	\$250.00
39.	Lemon Bottlebrush (Callistemon Citrinus)	8 EA	\$125.00	\$1,000.00
40.	Lyland Cypress (x Hesperotropsis Leylandii)	30 EA	\$125.00	\$3,750.00
41.	Mediterranean Fan Palm (Chamaerop Humilis)	4 EA	\$125.00	\$500.00
42.	Mexican Fan Palm (Washingtonia Robusta)	27 EA	\$125.00	\$3,375.00
43.	Mock Orange (Pittosporum Tobira)	1 EA	\$125.00	\$125.00
44.	Modesto Ash (Fraxinus Velutina 'Modesto')	2 EA	\$125.00	\$250.00
45.	Olive (Olea Europaea)	61 EA	\$250.00	\$15,250.00
46.	Peruvian Pepper (Schinus Polygamus)	3 EA	\$125.00	\$375.00
47.	Pineapple Guava (Acca Sellowiana)	5 EA	\$125.00	\$625.00
48.	Pink Dawn Chitalpa (Chitalpa Tashkentensis 'Pink Dawn')	10 EA	\$125.00	\$1,250.00
49.	Primrose Tree (Lagunaria Ptersonii)	3 EA	\$125.00	\$375.00
50.	Purple-Leaf Plum (Prunus Cerasifera)	4 EA	\$125.00	\$500.00
51.	Queen Palm (Syagrus Romanzoffianum)	6 EA	\$125.00	\$750.00
52.	Queensland Pittosporium (Auranticarpa Rhombifolia)	2 EA	\$125.00	\$250.00
53.	Red Gum (Eucalyptus Camaldulensis)	3 EA	\$300.00	\$900.00
54.	Shamel Ash (Fraxinus Uhdei)	6 EA	\$300.00	\$1,800.00
55.	Silk Oak (Grevillea Robusta)	2 EA	\$200.00	\$400.00

56.	Silk Tree (Albizia Julibrissin)	1 EA	\$125.00	\$125.00
57.	Silver Date Palm (Phoenix Sylvestris)	2 EA	\$250.00	\$500.00
58.	Silver Dollar Gum (Eucalyptus Polyanthemus)	2 EA	\$250.00	\$500.00
59.	Silver Maple (Acer Saccharinum)	1 EA	\$125.00	\$125.00
60.	So Cal Black Walnut (Juglans Californica)	4 EA	\$250.00	\$1,000.00
61.	Southern Live Oak (Quercus Virginiana)	1 EA	\$125.00	\$125.00
62.	Southern Magnolia (Magnolia Grandiflora)	5 EA	\$125.00	\$625.00
63.	Spanish Dagger (Yucca Gloriosa)	2 EA	\$125.00	\$250.00
64.	Stone Fruit (Prunus spp.)	3 EA	\$125.00	\$375.00
65.	Strawberry Tree (Arbutus Unedo)	12 EA	\$125.00	\$1,500.00
66.	Sweet Bay (Laurus Nobilis)	5 EA	\$125.00	\$625.00
67.	True Myrtle (Myrtus Communis)	4 EA	\$125.00	\$500.00
68.	Weeping Bottlebrush (Callistemon Viminalis)	7 EA	\$125.00	\$875.00
69.	Western Catalpa (Catalpa Speciosa)	14 EA	\$125.00	\$1,750.00
70.	White Ironbark (Eucalyptus Leucoxylon)	6 EA	\$250.00	\$1,500.00
71.	White Mulberry (Morus Alba)	56 EA	\$300.00	\$16,800.00

BID SCHEDULE B – TREE REMOVAL

#	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
72.	American Elm (Ulmus Americana)	5 EA	\$1,500.00	\$7,500.00
73.	Arizona Ash (Fraxinus Velutina)	9 EA	\$1,500.00	\$13,500.00

74.	Black Locust (Robinia Pseudoacacia)	5 EA	\$1,500.00	\$7,500.00
75.	Black Walnut (Juglans Nigra)	1 EA	\$125.00	\$125.00
76.	Blue Gum (Eucalyptus Globulus)	1 EA	\$300.00	\$300.00
77.	California Fan Palm (Washingtonia Filifera)	2 EA	\$155.00	\$310.00
78.	California Sycamore (Platanus Racemosa)	1 EA	\$250.00	\$250.00
79.	Canary Island Date Palm (Phoenix Canariensis)	12 EA	\$250.00	\$3,000.00
80.	Carob (Ceratonia Siliqua)	6 EA	\$125.00	\$750.00
81.	Carolina Laurel Cherry (Prunus Caroliniana)	1 EA	\$125.00	\$125.00
82.	Desert Gum (Eucalyptus Rudis)	17 EA	\$200.00	\$3,400.00
83.	Eastern Redbud (Cercis Canadensis)	1 EA	\$125.00	\$125.00
84.	Edible Fig (Ficus Carica)	2 EA	\$125.00	\$250.00
85.	English Walnut (Juglans Regia)	1 EA	\$125.00	\$125.00
86.	Forest Red Gum (Eucalyptus Tereticornis)	20 EA	\$200.00	\$4,000.00
87.	Glossy Privet (Ligustrum Lucidum)	5 EA	\$125.00	\$625.00
88.	Honey Lucust (Gleditsia Triacanthos)	1 EA	\$125.00	\$125.00
89.	Italian Cypress (Cupressus Sempervirens)	1 EA	\$125.00	\$125.00
90.	Lemon (Citrus Limon)	1 EA	\$125.00	\$125.00
91.	London Plane (Platanus X Hispanica)	3 EA	\$125.00	\$375.00
92.	Mexican Fan Palm (Washingtonia Robusta)	1 EA	\$125.00	\$125.00
93.	Olive (Olea Europaea)	7 EA	\$250.00	\$1,750.00

94.	Purple-Leaf Plum (<i>Prunus Cerasifera</i>)	1 EA	\$125.00	\$125.00
95.	Red Gum (<i>Eucalyptus Camaldulensis</i>)	1 EA	\$2,000.00	\$2,000.00
96.	Shamel Ash (<i>Fraxinus Uhdei</i>)	5 EA	\$300.00	\$1,500.00
97.	Silver Maple (<i>Acer Saccharinum</i>)	1 EA	\$1,500.00	\$1,500.00
98.	So Cal Black Walnut (<i>Juglans Californica</i>)	5 EA	\$1,500.00	\$7,500.00
99.	White Mulberry (<i>Morus Alba</i>)	4 EA	\$1,500.00	\$6,000.00
TOTALS OF BID SCHEDULE A & B			\$ 258,875.00	

Notes:

1. Inventory list, showing locations, will be provided to Contractor upon award of contract.
2. **The estimated quantities listed in Bid Schedule A and Bid Schedule B are approximate and are included for bid evaluation purposes only. Actual quantities may vary. Payment shall be based upon the actual quantities of work satisfactorily completed and accepted by the Authority, multiplied by the applicable unit prices set forth in the Contactor's Bid. The Contractor acknowledges that no guarantee is made regarding the actual quantities of work to be performed under the Contract.**
3. **Compensation for tree trimming shall be based on the unit prices submitted in the Bid Schedules. Such prices shall constitute full compensation for all labor, equipment, tools, materials, supervision, mobilization, transportation, overhead, profit, and all incidental expenses required to complete the work as specified.**

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: September 2, 2026

Action: **AUTHORIZE AN AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH HORIZON REALTY GROUP EXTENDING THE CONTRACT TERM FOR PROPERTY MANAGEMENT SERVICES AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDMENT**

Motion: Move to authorize an Amendment No. 1 to the Professional Services Agreement (PSA) with Horizon Realty Group extending the contract term for property management services and Authorize the Chief Executive Officer to execute the Amendment.

Background:

On June 30, 2026, the March Joint Powers Authority (MJPA) transitioned its land use authority to the County of Riverside, resulting in a reorganization of the JPA due to the uncertain fiscal impacts on the Agency. Despite this transition, the MJPA retained ownership and management responsibilities for the Green Acres Historical Housing Community.

On October 15, 2025, MJPA entered into a Professional Services Agreement with Horizon Realty Group to provide comprehensive property management services for the Green Acres Community. Horizon Realty Group's services include monthly property management, leasing, maintenance coordination, inspections, eviction coordination, and accounting/reporting. The firm's compensation consists of a monthly management fee equal to 5.5% of the gross collected rent. Staff recommends the approval of Amendment No. 1 extending the term of the PSA to October 14, 2027. This extension will allow staff adequate time to proceed with a Request for Proposals in order to assess qualified firms that would provide property management services for a period of three years for the Green Acres Housing Community.

Attachment(s):

- 1) Amendment No. 1
- 2) Horizon Realty Group Professional Services Agreement

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH HORIZON REALTY GROUP**

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of September 3, 2026 ("Effective Date") by and between the March Joint Powers Authority, a California joint powers authority ("MJPA") and Horizon Realty Group, a California Corporation ("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 15, 2025, for the purpose of providing property management services for the Green Acres Historical Housing Community (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the Original Agreement for an additional term of one year, continuing the compensation of 5.5% of the rental income collected, 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 through October 14, 2027, 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 PROFESSIONAL SERVICES AGREEMENT
WITH HORIZON REALTY GROUP**

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:

HORIZON REALTY GROUP

Grace I. Martin, DPPD
Chief Executive Officer

Jessika Hood
Chief Executive Officer

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

MARCH JOINT POWERS AUTHORITY PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 15th 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 Avenue, Moreno Valley, County of Riverside, State of California ("Authority") and Horizon Realty Group, a California Corporation, with its principal place of business at 1720 Northcrest Drive, Crescent City, CA 95531 ("Consultant"). Authority and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Property Management Services to public clients, is licensed in the State of California, and is familiar with the plans of Authority.

2.2 Project.

Authority desires to engage Consultant to render such professional services for the **Green Acres Historical Housing Community** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from October 15, 2025 to October 14, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The

Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Authority retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of Authority and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in this agreement. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Authority.

3.2.4 Substitution of Key Personnel. Consultant has represented to Authority that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Authority. In the event that Authority and Consultant cannot agree as to the substitution of key personnel, Authority shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Kali Moulder, CFO/Broker and Jessika Hood, CEO/Realtor.

3.2.5 Authority's Representative. The Authority hereby designates Chief Executive Officer, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The Chief Executive Officer shall be authorized to act on Authority's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Chief Executive Officer, Authority's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Jessika Hood, CEO/Realtor, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Authority

staff in the performance of Services and shall be available to Authority's staff, consultants and other staff at all reasonable times.

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

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

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Authority's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify Authority against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Authority that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Authority to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering

"Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) Commercial General Liability: (1) Additional Insured: The Authority, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Authority except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the

insurer waives all rights of subrogation against the Authority, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Authority, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Authority and shall protect the Authority, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the Authority, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Authority for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Authority evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligation on the Authority nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

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

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

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

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

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

(F) Consultant shall report to the Authority, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Authority, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the Authority, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to

the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the Authority.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Authority's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the Authority, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Authority may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant fee shall be calculated as 5.5% of monthly rental income, as set forth in Exhibit "B" attached hereto and incorporated herein by reference.

3.3.2 Payment of Compensation. Consultant shall collect rent at the beginning of each month. Revenues will be transmitted to the Authority on the 10th day of each month, after Consultant fees have been applied pursuant to Section 3.3.1 of this agreement.

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

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

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within twenty-one (21) days of the request.

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

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Horizon Realty Group 1720 Northcrest Drive Crescent City, CA 95531 ATTN: Jessika Hood, CEO/Realtor
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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of Authority, and shall not be used in whole or in substantial part by Consultant on other projects without the Authority's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Authority reproducible copies of all Documents & Data, in a form and

amount required by Authority. Authority reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Authority at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Authority upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Authority any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Authority upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Authority and provide Authority with the opportunity to obtain the documents.

3.5.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the Authority.

3.5.3.3 Right to Use. Authority shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at Authority's sole risk. If Authority uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Authority upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.3.4 Indemnification. Consultant shall defend, indemnify and hold the Authority, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing

furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

3.5.3.6 Confidential Information. The Authority shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Authority's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Authority shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give Authority written notice of Consultant's objection to the Authority's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Authority shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with Authority's choice of legal counsel), and hold Authority harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Authority release such information.

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

3.5.5 Indemnification.

3.5.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants, or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees, and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the Authority. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

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

3.5.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.5.9 Authority's Right to Employ Other Consultants. Authority reserves right to employ other consultants in connection with this Project.

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

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

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

3.5.13 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.

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

3.5.15 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.

3.5.16 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the Authority's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of

Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

3.5.19 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE MARCH JOINT POWERS AUTHORITY
AND HORIZON REALTY GROUP

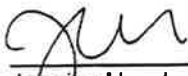
MARCH JOINT POWERS AUTHORITY

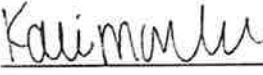
By: 
Grace I. Martin, DPPD
Chief Executive Officer

Attest:


Cindy Camargo
Authority Clerk

HORIZON REALTY GROUP

By:  DRE 02125024 9/29/25
Jessica Hood
Chief Executive Officer

By:  DRE 02024613 9/29/25
Kali Moulder
Chief Financial Officer/
Broker

Approved as to Form:


Best Best & Krieger LLP
General Counsel

EXHIBIT "A"
SCOPE OF SERVICES

Exhibit "A"-1



PROPERTY MANAGEMENT PROPOSAL

Prepared For: Dr. Grace Martin - Green Acres Rental Homes

I. Introduction

At Horizon Realty Group, we are proud to offer this proposal to provide comprehensive property management services for your portfolio of historic single-family homes. As a California-based real estate brokerage and management firm, we bring an extensive track record of managing large, diverse portfolios with a commitment to excellence, transparency, and efficiency.

II. Company Overview

Our leadership team brings a combined 20+ years of experience in property management, leasing, compliance, and real estate development.

Key Highlights:

- Successfully managed portfolios ranging from 20 to 200+ units across urban and rural areas.
 - Proven systems to reduce vacancy time, streamline maintenance, and enhance tenant satisfaction.
 - Licensed real estate brokerage with a full support team including leasing specialists, maintenance coordinators, accounting staff, and field inspectors.
-



III. Scope of Services

We offer **full-service management** tailored to meet your portfolio's unique needs. Our services include:

1. Leasing & Marketing

- Market analysis to set competitive rental rates
- Professional photos and listings across high-traffic platforms
- Coordination of showings and tenant screening (credit, background, income, references)
- Lease execution in compliance with state and federal laws
- Move-in inspections and documentation

2. Tenant Management

- Rent collection and tracking
- Enforcement of lease terms
- 24/7 emergency response
- Routine property check-ins
- Conflict resolution and tenant retention strategies

3. Maintenance & Repairs

- Coordination of all repair requests through trusted, licensed vendors
- Preventative maintenance scheduling
- 24/7 emergency maintenance hotline
- Detailed repair logs and cost reporting

4. Financial Management & Reporting

- Monthly financial statements (rent roll, income/expense reports, owner disbursements)
- Year-end tax reporting (1099s, income summaries)
- Budget forecasting
- Transparent documentation of all transactions via our secure online portal



5. Compliance & Regulatory Support

- Ensure properties are compliant with local housing codes and habitability standards
 - Recordkeeping and file audits to meet agency and legal standards
-

IV. Technology & Communication

We utilize a modern **property management software platform** that allows:

- Real-time owner access to financials and maintenance records
- Online rent payments for tenants
- Digital maintenance tracking
- Automated reminders and notifications for all parties

Our team is available by phone, email, or portal messaging and prides itself on **quick response times and proactive communication**.

V. Staffing Plan

We assign a **dedicated portfolio manager** to your account, supported by:

- 1 Full-Time Leasing Agent (or more as needed based on volume)
- Additional support staff available if needed

We also maintain a network of available licensed and bonded vendors and contractors.

EXHIBIT "B"
COMPENSATION

Exhibit "B"-1



VI. Fee Structure & Rates

Service	Rate
Monthly Management Fee	5.5% of gross collected rents
Leasing Fee	Included in monthly fee
Renewal Fee	Included in monthly fee
Maintenance Coordination	Included in monthly fee
Inspections	Included in monthly fee
Eviction Coordination	Included, legal costs separate
Accounting & Reporting	Included in monthly fee
Portal Access	Included for owners, staff, and tenants

Our pricing is designed to be competitive while ensuring quality service for high-volume portfolios. **Custom pricing is available** based on long-term contract commitments, additional services, or expansion into other asset types.

VII. Our Commitment

We understand the accountability, efficiency, and community impact required when working with public agencies. Horizon Realty Group is committed to:

- Upholding the highest standards of **fair housing, ethics, and compliance**
 - Providing **timely communication** and detailed reporting
 - Managing your portfolio as if it were our own—**protecting your investment, minimizing risk, and serving your tenants with care**
-

We look forward to the opportunity to work together. Please let us know if you have any further questions regarding our services or our rates.

EXHIBIT "C"
DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

☐ Buyer ☐ Seller ☒ Landlord ☐ Tenant _____ Date 10/15/25
☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ DRE Lic. # 02125024

By Horizon Realty Group (Salesperson or Broker-Associate, if any) _____ DRE Lic. # 02191930 Date 9/29/2025
Kali Moulder Broker 02024613 9/29/25

AD REVISED 12/24 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Horizon Realty Group, 1720 Northcrest Drive Crescent City CA 95531 Phone 9165910266 Fax _____ Green Acres
Kali Moulder Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.horizonrealty.com

CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 799.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (o) "Buyer's agent" means an agent who represents a buyer in a real property transaction. (p) "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. (b) The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in § 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c)

"Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/24 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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Green Acres



MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: September 2, 2026

Action: **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSALS (RFP) FOR PROPERTY MANAGEMENT SERVICES FOR A THREE-YEAR CONTRACT FOR PROPERTY MANAGEMENT SERVICES FOR THE GREEN ACRES COMMUNITY**

Motion: Move to authorize advertising a Request for Proposals (RFP) for a three-year contract for property management services for the Green Acres Community

Background:

The March Joint Powers Authority (“MJPA”) is responsible for the operations and maintenance of 111 historical homes, Green Acres Housing Community. Staff desires to solicit proposals from qualified property management firms to provide comprehensive property management services for the Green Acres Community for a contract period of three (3) years. Services would include monthly property management, leasing, maintenance coordination, property inspections, eviction coordination, and accounting and reporting.

Entering into a three-year contract would provide continuity in property management services, minimize potential disruptions to residents, and support the long-term preservation and effective management of the Green Acres Community.

Accordingly, staff is requesting authorization to advertise a Request for Proposals (“RFP”) to solicit proposals from qualified property management firms to provide property management services for the Green Acres Community.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: September 2, 2026

Action: **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSAL (RFP) TO SECURE UP TO THREE ON-CALL GENERAL CONTRACT SERVICE PROVIDERS FOR THE GREEN ACRES COMMUNITY**

Proposed Motion: Move to authorize advertising a Request for Proposal (RFP) to secure up to three on-call general contract service providers for the Green Acres Community.

Background:

The March Joint Powers Authority (“MJPA”) is responsible for the operations and maintenance of 111 historical homes, Green Acres Housing Community. On March 31, 2026, the MJPA entered into an agreement with Horizon Construction to provide general contracting services for the community. The current agreement is set to expire on March 31, 2027.

To ensure continued maintenance, preservation, and repair of the historic properties, staff recommends soliciting proposals to secure three (3) on-call general contractors for the Green Acres Community. Service contracts would allow for one-year extensions, not to exceed three (3) years, per contractor. Services may include, but are not limited to, the restoration and repair of doors, windows, porches, street, sidewalk, fences, rooftops, and other general building and site improvements as needed.

Staff is requesting authorization to advertise a Request for Proposals (“RFP”) to solicit up to three qualified contractors to provide on-call general contracting services for the Green Acres Community.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: September 2, 2026

Action: **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSAL (RFP) FOR UP TO THREE ON-CALL LEAD-BASED PAINT AND HAZARDOUS MATERIALS SPECIALISTS FOR THE GREEN ACRES COMMUNITY**

Proposed Motion: Move to authorize a Request for Proposal (RFP) for up to three on-call lead-based paint and hazardous materials specialists for the Green Acres Community.

Background:

The March Joint Powers Authority (“MJPA”) is responsible for the operations and maintenance of 111 historical homes, Green Acres Housing Community. On March 31, 2026, the MJPA entered into an agreement with Horizon Construction to provide general contracting services for the community. The current agreement is set to expire on March 31, 2027.

To ensure continued maintenance, preservation, and repair of the historic properties, staff recommends soliciting proposals to secure three (3) on-call lead-based paint and hazardous materials specialists for the Green Acres Community. Service contracts would allow for one-year extensions, not to exceed three (3) years, per contractor. Services may include, but are not limited to, review of hazmat status of properties prior to, during and/or post repairs, and the restoration of site conditions pursuant to local, state and federal laws.

Staff is requesting authorization to advertise a Request for Proposals (“RFP”) to solicit up to three qualified contractors to provide lead-based paint and hazardous materials 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 (16)

Meeting Date: September 2, 2026

Action: **APPROVE A BUDGET ADJUSTMENT FOR GREEN ACRES TO ALLOW A CAPITAL FUND OF ONE-HUNDRED AND THIRTY THOUSAND DOLLARS (\$130,000) FOR HVAC SYSTEMS REPLACEMENTS WITHIN THE GREEN ACRES COMMUNITY.**

Proposed Motion: Move to approve a budget adjustment for Green Acres to allow a capital fund of One-Hundred and Thirty Thousand Dollars (\$130,000) for HVAC systems replacements within the Green Acres Community.

Background:

The March Joint Powers Authority (“MJPA”) is responsible for the operation and maintenance of 111 historic homes within the Green Acres Housing Community. On March 31, 2026, MJPA entered into an agreement with Horizon Construction to provide general contracting services for the community. The current agreement is set to expire on March 31, 2027.

To ensure that the homes continue to provide safe and habitable living environments, HVAC maintenance contractors regularly provide inspection, maintenance, and repair services for Green Acres residents. However, as HVAC systems age and deteriorate, continued repairs may become less practical and cost-effective. In these instances, replacement of the systems is necessary to maintain reliable heating and cooling for residents.

Accordingly, staff is requesting approval to establish a capital project for the replacement of HVAC systems on an as-needed basis. The proposed project would provide funding to address systems that have reached the end of their useful life or are otherwise determined to require replacement.

Because this project would establish a new line item within the approved Green Acres budget, staff is requesting approval of a budget adjustment in the amount of \$130,000 to fund HVAC system replacements as needed.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA – Reports, Discussions and Action Items
Agenda Item No. 9 (1)

Meeting Date: September 2, 2026

Report: **RECEIVE AND FILE A PRESENTATION ON THE MARCH AIRFIELD OPERATIONS READINESS REPORT AND ACTION PLAN PURSUANT TO THE 2025 OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION (OLDCC) GRANT AWARD FOR MISSION READINESS AT MARCH**

Motion: Receive and file a presentation on the March Airfield Operations Readiness Report and Action Plan pursuant to the 2025 Office of Local Defense Community Cooperation (OLDCC) grant award for mission readiness at March.

Background:

The March Inland Port Airport Authority (MIPAA), in partnership with the March Air Reserve Base and regional stakeholders, was recently awarded an OLDCC grant in the amount of Six Hundred and Fifty Thousand and One Hundred and Fifty Seven Dollars (\$650,157) to assess the resilience of natural gas, electricity, and related communications infrastructure supporting MARB, MIPAA, and the surrounding community, and providing prioritized recommendations for improvements to address any vulnerabilities identified.

The project will help identify critical infrastructure resilience improvements to ensure a fourteen (14) day off-grid operational capability in the event of natural disasters, infrastructure failures, or manmade threats. On June 16th airport partner, Target, hosted the airport's first Tabletop Exercise (TTX) for energy resilience. The exercise was attended by key stakeholders to include local government agencies, airport businesses, March Air Reserve Base host and tenants, Riverside County Emergence Services, and utility companies Edison and SoCal Gas.

Here to provide the Commission with an overview and outcome report of MIPAA's TTX is Converge Strategies.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: September 2, 2026

Report: **RECEIVE AND FILE A BRIEFING ON MARCH AIR RESERVE BASE (MARB)**

Motion: Receive and file a briefing on March Air Reserve Base (MARB).

Background:

Ms. Amee Howard serves as Director of Installation Sustainment and Community Partnerships at March Air Reserve Base and as the 452d Wing Commander's lead community liaison. In this role, she is responsible for fostering and strengthening relationships between March Air Reserve Base and surrounding civilian communities.

Ms. Howard is also a senior leader within the California Military Department, where she serves as Brigadier General Howard. Ms. Howard has extensive experience in the Air National Guard, having served in multiple leadership and command positions at the wing and higher levels. Her experience includes strategic planning, mission readiness, operational effectiveness, and military-community partnerships.

Ms. Howard will provide a briefing on the current state of play at the March Air Reserve Base.

Attachment(s): Ms. Amee Howard's Bio

MRS. AMEE C. HOWARD

Mrs. Amee C. Howard is the Director of Installation Sustainment and Community Partnership for March Air Reserve Base, California. She is responsible for advising the installation commander on any mission threats and hazards that may pose a risk to mission sustainment, both internal and external to the installation. She collaborates with community stakeholders to develop and implement strategies to minimize or eliminate encroachment and incompatible land uses while improving the resiliency of the mission and social/economic impact of the base within the community.

Mrs. Howard entered the Department of the Air Force as a federal employee initially as an Air Reserve Technician in the Air Force Reserves in 2020 as the 452d Maintenance Group Commander. Mrs. Howard received her Air Force commission in 1997 through the Air Force ROTC at Embry-Riddle Aeronautical University, Prescott, Ariz. She served just under eight years on active duty before entering the Air Force Reserves in 2004. After 16 years in communications and cyberspace, she transitioned to aircraft maintenance, supporting global airlift and strategic nuclear deterrence missions. She has commanded at the squadron, group, and wing level as well as holding staff assignments at Headquarters Pacific Air Forces and warfighting center during high-visibility, multinational exercises, and real-world events in the Pacific region area of responsibility. Prior to this position, Mrs. Howard served as the Commander of the 163d Attack Wing, March Air Reserve Base, California in an Active Guard and Reserve full-time capacity. The 163d Attack Wing is an MQ-9A Reaper wing comprised of more than 950 personnel. The wing is tasked with three federal missions and provides intelligence, surveillance, and reconnaissance support, as well as employed-in-place combat support to commanders and war fighters around the world.



In 2022, Mrs. Howard joined the California Air National Guard. In her current military capacity, she is the Assistant Adjutant General – Air, for the California Air National Guard. She is responsible for the operational and administrative control of all state-Air missions involving more than 4,900 Airmen statewide. The California Air National Guard is the second largest in the 54 states and territories and is comprised of five wings, utilizing personnel and assets including F-15Cs, F-16s, MQ-9s, HC-130s, C-130Js, HH-60s, Guardian Angel Search and Rescue, Tier-1 Security Forces, a Tier-1 Homeland Response Force, mobile kitchens, emergency facilities and shelters, and a Wing providing intelligence, cyber, and communications satellite support.

EDUCATION

1997 Bachelor of Science Degree in Aviation Computer Science, with a minor in Mathematics, Embry-Riddle Aeronautical University, Prescott, Ariz.

1997 Basic Communication and Information Training School, Keesler Air Force Base, Miss.

2000 Master of Arts Degree in Curriculum and Instruction, with an emphasis on Instructional Technology, Colorado Christian University, Lakewood, Colo.

2003 Squadron Officers School, Maxwell AFB, Ala., in-residence

2005 Certification in Software Project Management, Air Force Institute of Technology, Wright Patterson AFB, Ohio

2012 Cyber 300, Air Force Institute of Technology, Wright Patterson AFB, Ohio
2012 Air Command and Staff College, Maxwell AFB, Ala., by correspondence
2013 Aircraft Maintenance Officer Course, Sheppard AFB, Texas
2017 Air War College, Maxwell AFB, Ala., by correspondence

CAREER CHRONOLOGY

1. May 1997 – December 1997, T-3 Enhanced Flying Screening Program, 3rd Flying Training Squadron, Lackland AFB, Texas
2. January 1998 – March 2000, Version Release Manager, Space and Warning Systems Center, Electronics Systems Center Detachment 5, Peterson AFB, Colo.
3. March 2000 – November 2000, Student, Undergraduate Pilot Training, 8th Flying Training Squadron, Vance AFB, Okla.
4. November 2000 – February 2002, Executive Officer, 71st Support Group, Vance AFB, Okla.
5. February 2002 – September 2004, Flight Commander, 552d Computer Support Squadron, Tinker AFB, Okla.
6. October 2004 – December 2009, Flight Commander, Communications and Information Systems, 513th Operations Support Flight, Tinker AFB, Okla.
7. December 2009 – December 2012, Executive Officer, 507th Maintenance Group, Tinker AFB, Okla.
8. December 2012 – September 2013, Commander, 507th Maintenance Operations Flight, Tinker AFB, Okla.
9. October 2013 – September 2014, Director, 507th Maintenance Operations, Tinker AFB, Okla.
10. October 2015 – February 2018, Chief, Combat Support Team, Headquarters Pacific Air Forces, Logistics Plans Division, Joint Base Pearl Harbor-Hickam, Hawaii
11. February 2018 – April 2019, Deputy Group Commander, 349th Maintenance Group, Travis AFB, Calif.
12. April 2019 – October 2020, IMA to Director, Logistics, Engineering, and Force Protection, Headquarters Pacific Air Forces, Joint Base Pearl Harbor-Hickam, Hawaii
13. October 2020 – July 2022 Commander, 452d Maintenance Group, March ARB, Calif.
14. July 2022 – October 2022, Commander, 163d Maintenance Group, March ARB, Calif.
15. October 2022 – December 2024, Deputy Commander, 163d Attack Wing, March ARB, Calif.
16. December 2024 – November 2025, Commander, 163d Attack Wing, March ARB, Calif.
17. November 2025 – Present, Assistant Adjutant General – Air, Joint Forces Headquarters, Sacramento, Calif.
18. January 2026 – Present, Director, Installation Sustainment and Community Partnership, March ARB, Calif.

MAJOR AWARDS AND DECORATIONS

Legion of Merit Medal
Air Force Meritorious Service Medal with two oak leaf clusters
Air and Space Commendation Medal with three oak leaf clusters
Air and Space Outstanding Unit Award with Valor device and four oak leaf clusters
Nuclear Deterrence Operations Service Medal
Air and Space Organizational Excellence Award

OTHER ACHIEVEMENTS

1998 Maj Gen Robert Sadler Award, Basic Communication Training School Graduate of the Year
2013 Distinguished Graduate, Aircraft Maintenance Officer Course

PROFESSIONAL MEMBERSHIPS AND ASSOCIATIONS

Life Member, Air Force Association
Life Member, Reserve Organization of America
Life Member, National Guard Association of the United States
Boys Scouts of America
(Current as of February 2026)

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

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

Meeting Date: September 2, 2026

Report: **TECHNICAL ADVISORY COMMITTEE MEETING**

Motion: Receive and file a monthly report by the Technical Advisory Committee

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 Riverside County Administrative Office.

The TAC's role is to focus on major developments related to the Authority Planning Areas to include the March Inland Port Airport. The March JPA Commission will receive a meeting summary from a TAC representative.

Attachment(s): None

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY – SUCCESSOR AGENCY

MJPA-SA Operations – Public Hearing
Agenda Item No. 10 (1)

Meeting Date: September 2, 2026

Action: **APPROVE RESOLUTION JPA-SA 26-01 MAKING THE FINDINGS NECESSARY TO EXERCISE THE POWER OF TERMINATION AND DIRECTING THE CHIEF EXECUTIVE OFFICER TO PROVIDE WRITTEN NOTICE TO ENTERPRISE CENTER, LLC REQUESTING TRANSFER OF THE PROPERTY LOCATED AT 14127 MERIDIAN PARKWAY BACK TO THE MARCH JOINT POWERS AUTHORITY**

Proposed Motion: Move to approve Resolution JPA-SA 26-01 making the findings necessary to exercise the Power of Termination reserved under the applicable Grant Deed and directing the Chief Executive Officer to provide written notice to Enterprise Center, LLC requesting transfer of the property located at 14127 Meridian Parkway back to the March Joint Powers Authority.

Background:

On December 27, 2001, the former March Joint Powers Redevelopment Agency entered into the West March Disposition and Development Agreement ("West March DDA") with LNR Riverside, LLC ("LNR") for the redevelopment of property located west of Interstate 215 within the area known as West March. The March Joint Powers Authority ("March JPA") subsequently succeeded to the former Redevelopment Agency's interests under the West March DDA.

In connection with the West March development, a Grant Deed Containing Covenants and Power of Termination was recorded as Instrument No. 2004-0949791 in the Official Records of Riverside County (the "Grant Deed"). The Grant Deed reserves in favor of the March JPA a Power of Termination if development of transferred property does not timely commence in accordance with the requirements of the Grant Deed.

John Russo, representing Enterprise Center, LLC ("Enterprise Center"), subsequently applied for approvals to develop approximately 4.97 acres of business park property located at 14127 Meridian Parkway (the "Property"). The proposed Enterprise Center development included subdivision of the Property and construction of a 40,000-square-foot office condominium building.

On May 31, 2007, LNR transferred ownership of the Property to Enterprise Center. On September 19, 2007, the March Joint Powers Commission approved Parcel Map 36577, Tentative Tract Map 35678, and Plot Plan 07-03 for the proposed development.

Enterprise Center later requested additional time to complete the development. In July 2010, the March JPA Planning Director approved an extension of the development approvals through July 7, 2013. According to the record reflected in the proposed Resolution, construction of the approved Enterprise Center development has not commenced.

For purposes of the Grant Deed, "Commencement of Construction" requires the commencement of foundation work and successful completion of the first related building inspection for structures comprising at least fifty percent (50%) of the proposed square footage on the transferred property.

The Grant Deed establishes specific procedures and findings that must be satisfied before the March JPA may exercise its Power of Termination. The Joint Powers Commission must make findings, based upon substantial evidence in the administrative record, that:

Commencement of Construction failed to occur as to the Property subject to forfeiture within the time required by the Grant Deed;

The failure to commence construction was not due to a "Permitted Delay" as provided under the applicable agreements; and

Market conditions and market demand for the type of development to be constructed on the Property are substantially similar to those existing as of the applicable date of transfer.

The Grant Deed further requires that these findings be considered at a properly noticed regular or special meeting of the Joint Powers Commission, with written notice provided to Enterprise Center at least fifteen (15) days before the meeting and an opportunity for Enterprise Center to present oral and written evidence.

Consistent with those requirements, the March JPA provided Enterprise Center notice of the September 2, 2026 public hearing. Enterprise Center has been invited to submit written evidence and to appear at the hearing to provide oral testimony and any other information relevant to the Commission's consideration of the required findings. No determination regarding exercise of the Power of Termination is to be made until the Commission has considered the administrative record, including any evidence submitted by Enterprise Center.

Discussion:

The proposed Resolution would make the findings required under the Grant Deed to exercise the Power of Termination.

First, the proposed Resolution finds that Enterprise Center has failed to commence the pouring of foundations and successfully complete the first related building inspection for structures comprising at least fifty percent (50%) of the proposed square footage on the Property.

Second, the proposed Resolution finds that the failure to commence construction was not the result of a Permitted Delay, including circumstances such as war, terrorism, labor disturbances, riots, floods, earthquakes, fires, acts of God, judicial decisions, or unlawful governmental action.

Third, the proposed Resolution finds that market conditions and demand for the contemplated development remain substantially similar to the applicable prior conditions. In support of that proposed finding, the Resolution identifies population and housing demand, commercial vacancy and absorption rates, financing availability, construction activity, and general economic conditions as relevant considerations.

These findings must ultimately be supported by substantial evidence contained in the administrative record before the Commission. The Commission should therefore consider the materials presented by staff together with any written or oral evidence submitted by Enterprise Center at or before the public hearing before determining whether each required finding can be made.

If the Commission determines that the required findings are supported by substantial evidence, adoption of the proposed Resolution would authorize the exercise of the Power of Termination and direct the Chief Executive Officer to provide written notice to Enterprise Center requesting transfer of the Property back to the March JPA and to take further action necessary to effectuate the transfer.

The proposed Resolution also finds that its adoption is not subject to the California Environmental Quality Act because the action does not have the potential to cause a significant effect on the environment.

Staff recommends approval of the attached Resolution, subject to the Commission's consideration of the complete administrative record and any evidence presented by Enterprise Center in connection with the public hearing.

Attachment(s): Resolution JPA-SA 26-01
Notice of Public Hearing Regarding Potential Exercise of Power of Termination

RESOLUTION JPA-SA 26-01

A JOINT RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY AND THE SUCCESSOR AGENCY TO THE FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY MAKING THE FINDINGS NECESSARY TO EXERCISE THE POWER OF TERMINATION AND DIRECT THE CHIEF EXECUTIVE OFFICER TO PROVIDE WRITTEN NOTICE TO ENTERPRISE CENTER REQUESTING TRANSFER OF THE PROPERTY BACK TO THE MARCH JOINT POWERS AUTHORITY

WHEREAS, in 1993, the Federal Government called for the realignment of the March Air Force Base and for a substantial reduction in its use as a military base. Subsequent to this, the cities of Riverside, Moreno Valley, Perris and the County of Riverside joined together to form the March Joint Powers Authority (“March JPA”); and

WHEREAS, in January of 1996, the March JPA established a Redevelopment Agency (“Agency”) pursuant to the California Community Redevelopment Law, California Health & Safety Code Sections 33000. That same year in July, the Agency adopted Ordinance No 96-02 establishing the Redevelopment Plan of the March Air Force Base Redevelopment Project (“Redevelopment Plan”); and

WHEREAS, on December 27th, 2001, the March Joint Powers Redevelopment Agency entered into a West March Disposition and Development Agreement (“West March DDA”) with LNR Riverside, LLC (“LNR”) for the redevelopment of properties west of the I-215 freeway known as “West March”; and

WHEREAS, the West March DDA was established for the purpose of implementing the Redevelopment Plan by providing a method of disposition and development on real properties west of the I-215 freeway; and

WHEREAS, on May 1, 2006, the First Amendment to the West March DDA (“First Amendment”) was adopted to incorporate Parcel D-3 West into the boundaries of the West March Planning Area and to ensure consistency with an Instrument of Release by the Federal Aviation Administration (FAA); and

WHEREAS, John Russo representing Enterprise Center LLC (“Applicant”) applied for two subdivision maps (“Parcel Map 36577” and Tentative Tract Map 35678”) pursuant to Chapter 9.14.100 and a plot plan (“Plot Plan 07-03”) approval pursuant to Chapter 9.02.070 of the March JPA Development Code, to subdivide 4.97 acres of business park property into two lots, subdivide Lot 1 into a commercial condominium lot, and construct a 40,000 square foot office condominium building on 2.03 acres in the Business Park zoning district within the March Business Center Specific Plan, located at 14127 Meridian Parkway (the “Enterprise Development”); and

WHEREAS, the first phase of the Enterprise Development includes the development of a 40,000 SF single story office building, which includes 132 parking spaces and 13,395 SF of landscaping; and

WHEREAS, on May 31, 2007, LNR executed a Grant Deed transferring ownership of the Property to Enterprise Center, LLC; and

WHEREAS, on September 19, 2007, the March Joint Powers Commission adopted Resolution # 07-35 that: (a) adopted an Addendum to the Certified EIR for the March Business Center Specific Plan; (b) approved Parcel Map 36577, Tentative Tract Map 35678 and Plot Plan 07-03 for Enterprise Center at 14127 Meridian Parkway, subject to certain Conditions of Approval, and (c) directed staff to file a Notice of Determination for the Enterprise Center Development; and

WHEREAS, following certain state legislation dissolving redevelopment agencies in 2011, Agency assigned all of its interest in the West March Disposition and Development Agreement to the March JPA. The March JPA currently serves as the successor entity to the Agency; and

WHEREAS, on May 5, 2010, Enterprise Center met with the March JPA Executive Director to request an extension of the approval timeline for the Enterprise Center Development, which was set to expire on September 19, 2010; and

WHEREAS, on July 7, 2010, Enterprise Center submitted a formal letter requesting that the March JPA Planning Director consider a time extension for the Enterprise Center Development; and

WHEREAS, on July 7, 2010, the March Joint Powers Planning Director approved the extension request and the expiration date of the Enterprise Center Development was moved to July 7, 2013; and

WHEREAS, as of August 18, 2026, construction of the Enterprise Center Development has not commenced; and

WHEREAS, pursuant to Section 8.04 of the West March DDA and Section 4 of that certain Grant Deed Containing Covenants and Power of Termination recorded as Doc. No. 2004-0949791 in the real property records of Riverside California ("the Initial Grant Deed"), the March JPA retained a Power of Termination pursuant to California Civil Code section 885.010 in the event Commencement of Construction did not occur; and

WHEREAS, pursuant to Section 4.1 of the Initial Grant Deed, the Power of Termination is enforceable upon each and every transfer by LNR of all or any portion of the Property to the first person or entity other than the March JPA or an affiliate of LNR; and

WHEREAS, the Power of Termination is applicable to the land on which the Enterprise Center Development would occur; and

WHEREAS, "Commencement of Construction" is defined in Section 4.1 of the Initial Grant Deed as the "commencement of pouring of foundations and the successful completion of the

first building inspection related thereto for structure(s) comprising at least fifth percent (50%) of the Proposed Square Footage on the Transferred Property, provided such inspection occurs promptly following a request thereof from Transferee”; and

WHEREAS, the Initial Grant Deed outlines a procedure that must be followed for the March JPA to exercise its Power of Termination; and

WHEREAS, the Joint Powers Commission of the March JPA is required to adopt findings based upon substantial evidence in the record that determines all of the following:

1. that Commencement of Construction has failed to occur as to the Property Subject to Forfeiture on or before the third (3rd) anniversary of the date of the Transfer.
2. that the failure of the Commencement of Construction is not due to a Permitted Delay.
3. market conditions and market demands for the type of development to be constructed upon the Property Subject to Forfeiture are substantially similar as those in existence as of the date of the Transfer; and

WHEREAS, the adoption of these findings is required to occur at a properly noticed regular or special meeting of the Joint Powers Commission of the March JPA; and

WHEREAS, written notice of the meeting is required to be provided to Enterprise Center no less than fifteen (15) days prior to the meeting and Enterprise Center must be provided the opportunity to present oral and written evidence on its behalf at such meeting; and

WHEREAS, notice was properly provided to Enterprise Center pursuant to the Initial Grant Deed and Enterprise Center has had the opportunity to provide evidence; and

WHEREAS, Enterprise Center has had an opportunity to present evidence; and

WHEREAS, the purpose of this Resolution is to make the findings necessary to exercise the Power of Termination and direct the Chief Executive Officer to provide written notice to Enterprise Center requesting transfer of the Property back to the March JPA.

NOW, THEREFORE, THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY AND THE SUCCESSOR AGENCY TO THE FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY RESOLVE AS FOLLOWS:

PASSED, APPROVED, and ADOPTED at a regular meeting of the March Joint Powers Commission of the March Joint Powers Authority and the Successor Agency to the Former March Joint Powers Redevelopment Agency this 2nd day of September, 2026.

SECTION 1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 2. Findings. The March Joint Powers Commission of the March Joint Powers Authority and the Successor Agency to the Former March Joint Powers Redevelopment Agency hereby finds and determines:

A. Enterprise Center, LLC was provided proper notice of the intent to of the March JPA to exercise the Power of Termination pursuant to the Initial Grant Deed

B. Enterprise Center, LLC has failed to commence the pouring of foundations and the successful completion of the first building inspection related thereto for structure(s) comprising at least fifth percent (50%) of the Proposed Square Footage on the Transferred Property as of August 18, 2026.

C. The failure to initiate the Commencement of Construction was not due to and a necessary outcome of, war, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, judicial decisions, unlawful acts of any governmental entity.

D. Since the date of transfer in 2007, regional and local economic indicators demonstrate that the market for the Enterprise Center remains substantially similar in 2026, including, but not limited to the following findings:

(1) Population and Housing Demand. Regional population has grown steadily from 2014 to 2026, creating continued demand for commercial space at levels consistent with or exceeding those in 2014.

(2) Vacancy and Absorption Rates. Vacancy rates for comparable commercial projects remain within a similar range to those in 2014, indicating stable market demand for the type of development required on the Property.

(3) Financing Availability. Credit markets and financing options for commercial development remain accessible in 2026, comparable to conditions in 2014, and do not present a barrier to performance.

(4) Construction Trends. Construction activity in Riverside County has continued at a pace that demonstrates demand for the development contemplated in the agreement, consistent with conditions in 2014.

(5) General Economic Conditions. Employment, income levels, and consumer demand in the Riverside County are at levels equal to or greater than 2014, indicating a continued favorable environment for the type of development required on the Property.

SECTION 3. Forfeiture. Based on the entire record before it, the March Joint Powers Commission of the March Joint Powers Authority and the Successor Agency to the Former March Joint Powers Redevelopment Agency, finds that the conditions for the Power of Termination have occurred, and the titled to the Property shall revert back to the March Joint Powers Authority pursuant to the terms of the Grant Deed and West March DDA.

SECTION 4. Authorization. The Chief Executive Officer is hereby authorized to provided written notice to Enterprise Center, LLC requesting the transfer of the Property back to the March JPA and to take any further action necessary to effectuate the transfer.

SECTION 5. The California Environmental Quality Act. Based on the entire record before it, the March Joint Powers Commission of the March Joint Powers Authority and the Successor Agency to the Former March Joint Powers Redevelopment Agency finds this Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

SECTION 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 7. Effective Date. This Resolution shall be effective immediately after its adoption.

Dr. Yxstian Gutierrez, Chair
March Joint Powers Commission/
Successor Agency to Former March Joint Powers Redevelopment Agency

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission of the March Joint Powers Authority and the Successor Agency to the Former March Joint Powers Redevelopment Agency, do hereby certify that the foregoing Resolution JPA-SA 26-01 was duly and regularly adopted by the March Joint Powers Commission of the March Joint Powers Authority and the Successor Agency to the Former March Joint Powers Redevelopment Agency at its regularly scheduled meeting on September 2nd, 2026 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: September 2, 2026

Cindy Camargo, Clerk
March Joint Powers Commission/
Successor Agency to the Former March Joint Powers Redevelopment Agency



August 18, 2026

SENT VIA CERTIFIED MAIL

Enterprise Center, LLC
1451 South Rimpau Avenue, Suite 105
Corona, CA 92879
Attn: John A. Russo, CCIM

Re: Notice of Public Hearing Regarding Potential Exercise of Power of Termination
Property Located at 14127 Meridian Parkway, March Joint Powers Authority

Dear Mr. Russo:

The March Joint Powers Authority ("March JPA") is providing this notice pursuant to Section 4.3 of that certain Grant Deed Containing Covenants and Power of Termination recorded as Instrument No. 2004-0949791 in the Official Records of Riverside County (the "Grant Deed").

The Grant Deed reserves in favor of the March JPA a Power of Termination if the development is not timely started. For purposes of the Grant Deed, construction is considered to have commenced only after foundation work has begun and the first building inspection has been successfully completed for buildings comprising at least fifty percent (50%) of the proposed development.

The March Joint Powers Commission ("Commission") will consider whether to exercise the Power of Termination at the following public hearing:

Date: September 2, 2026
Time: 3:00 PM
Location: Riverside County Administration Center
4080 Lemon Street
Riverside, CA 92501

At the public hearing, the Commission will consider whether the findings required by Section 4.3 of the Grant Deed can be made based upon substantial evidence in the administrative record.

Section 4.3 of the Grant Deed also provides Enterprise Center, LLC the opportunity to present oral testimony and written evidence regarding these issues before the Commission makes any determination. Accordingly, you are invited to attend the public hearing and present any information you believe is relevant to the Commission's consideration of these findings.



951.656.7000



17405 Heacock Street, Moreno Valley, CA 92551



www.marchjpa.com

Attn: John A. Russo, CCIM
Enterprise Center, LLC
Page 2 of 2

If you intend to submit written materials, the March JPA respectfully requests that they be provided to the undersigned no later than five (5) business days prior to the hearing, if practicable, to allow staff sufficient time to include them in the administrative record. Written materials may also be submitted at the hearing.

Nothing contained in this notice constitutes a final determination by the March JPA regarding the exercise of the Power of Termination. The purpose of this notice is to provide Enterprise Center, LLC with the notice and opportunity to be heard required under the Grant Deed before any decision is made.

If you have any questions regarding this notice or wish to discuss the hearing procedures, do not hesitate to reach out to me.

Sincerely,



Dr. Grace Martin,
Chief Executive Officer
March Joint Powers Authority



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Enterprise Center, LLC
1451 South Rimpau Avenue, Ste 105
Corona, CA 92879
Attn: John A. Russo, CCIM



9590 9402 9458 5069 4997 45

2 Article Number (Transfer from service label)

9589 0710 5270 2704 4690 36

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

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☐ Collect on Delivery Restricted Delivery

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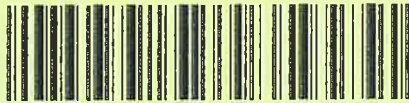
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☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

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• Sender: Please print your name, address, and ZIP+4® in this box*

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



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

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Enterprise Center, LLC	
1451 South Rimpau Avenue, Ste 105	
Corona, CA 92879	
Attn: John A. Russo, CCIM	
Instructions	
Postmark Here	

12:42 PM

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PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.82
Corona, CA 92879			
Weight: 0 lb 0.70 oz			
Estimated Delivery Date			
Fri 08/21/2026			
Certified Mail®			\$5.55
Tracking #:			
9589 0710 5270 2704 4690 36			
Return Receipt			\$4.65
Tracking #:			
9590 9402 9458 5069 4997 45			
Total			\$11.02

Grand Total: \$11.02

Credit Card Remit	\$11.02
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Account #: XXXXXXXXXXXXX9612
Approval #: 001644
Transaction #: 084
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MORENO VALLEY, CA 92553
 AUG 18 2026
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 USPS

Enterprise Center, LLC

1451 South Rimpau Avenue, Ste 105

Corona, CA 92879

Attn: John A. Russo, CCIM

Instructions