



**March Joint Powers Commission
of the
March Joint Powers Authority**

City of Moreno Valley ♦ City of Perris ♦ City of Riverside ♦ County of Riverside

Memorandum

Date: October 5, 2026
From: Cindy Camargo
JPC Meeting: October 7, 2026
Subject: **Matter(s) Subsequent to Posting Agenda –**
MJPA Consent Calendar Agenda Item 9 (14)

Attachments to Agenda Item 9 (14) were left out inadvertently.

APPROVE THE MILITARY CONSTRUCTION COOPERATIVE
("COOPERATIVE AGREEMENT") BETWEEN THE MARCH
INLAND PORT AIRPORT AUTHORITY ("MIPAA") AND THE
163RD CIVIL ENGINEER SQUADRON ("163RD CES); AND
AUTHORIZE STAFF TO SOLICIT A REQUEST FOR PROPOSALS
("RFP") FROM QUALIFIED ARCHITECTURAL AND
ENGINEERING FIRMS FOR DESIGN SERVICES

Attachment(s): 1) FSRMCA Cooperative Agreement
2) Statement of Work

ANG FACILITIES SUSTAINMENT, REPAIR, MODERNIZATION COOPERATIVE AGREEMENT (FSRMCA)

AGREEMENT NO. _____

PAGE 1 OF _____ PAGES

BETWEEN NATIONAL GUARD BUREAU (NGB) AND THE MARCH JOINT POWERS AUTHORITY (Recipient)

PROJECT TITLE: _____ **REPAIR MAINTENANCE GROUP, BLDG** _____**PROJECT LOCATION:** March ARB, CA**TABLE OF CONTENTS**

ARTICLE	DESCRIPTION	PAGES	ARTICLE	DESCRIPTION	PAGES
I	SCOPE, PURPOSE AND AUTHORITY	2	VII	GENERAL PROVISIONS	2
II	OBLIGATIONS OF THE PARTIES	1	VIII	APPLICABLE LAWS AND REGULATIONS	3
III	COSTS	2	IX	PROCUREMENT	1
IV	FUNDING LIMITATIONS	1	X	PROPERTY	1
V	PAYMENT	1	XI	LEGAL AUTHORITY	1
VI	DEFINITIONS	2	XII	TERMINATION, ENFORCEMENT, CLAIM AND DISPUTE RESOLUTION	2
			XIII	AGREEMENT PARTICULARS	1
			ATTACHMENTS - APPENDICES		7

EXECUTION

By executing this cooperative agreement, the parties agree to terms and conditions contained herein, including attachments.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement

RECIPIENT MARCH JOINT POWERS AUTHORITY BY: _____ _____	NGB NATIONAL GUARD BUREAU / UNITED STATES _____ BY: _____ _____
APPROVED AS TO LEGAL FORM: BY: XX Legal Counsel	APPROVED AS TO LEGAL FORM: BY: XX General Counsel
IN ACKNOWLEDGEMENT: _____ BY: _____ _____	APPROVED AS TO LEGAL FORM: BY: XX Assistant Attorney General

ARTICLE I – SCOPE, PURPOSE AND AUTHORITY

Section 101. General.

- a. The **GRANTOR, NATIONAL GUARD BUREAU (NGB)** through the **UNITED STATES PROPERTY & FISCAL OFFICER (USPFO)** and the **RECIPIENT (March Joint Powers Authority JPA, March ARB)** have entered into this Military Construction Cooperative Agreement (FSRMCA) to establish the terms and conditions applicable to the reimbursement of federal funds or contribution of federal funds or contribution of in-kind assistance for this Project. NGB and the RECIPIENT desire to design, construct, sustain, restore or modernize as applicable, this Project using this single FSRMCA.
- b. The attached technical appendices to this FSRMCA are integral to this FSRMCA.
- c. The provisions of the General Terms and Conditions and Air National Guard Engineering Technical Letter (ANGETL) 10-04, Military Construction Cooperative Agreements (FSRMCA) are integral to this FSRMCA.
- d. This award incorporates the DoD Component (NGB) Cooperative Agreement General Terms and Conditions (hereinafter referred to as GT&C), October 2023 as well as 2 CFR 2 CFR Chapter II, Subtitle B, Chapter XI., **RECIPIENT acknowledges that an electronic or hard copy GT&C has been provided and, as part of this agreement, agrees to abide by its pertinent provisions.**

Section 102. Property and Improvements.

- a. The Recipient will submit prior to soliciting the project, satisfactory evidence of the necessary property interest to the real estate upon which the project is to be executed. In addition, the Recipient must certify that the real estate is of a nature and located in an area that is appropriate, under local laws and ordinances, for the intended project and for the use intended under local laws and ordinances.
- b. Title to real property improvements, including real property installed equipment, except for ANG Intrusion Detection System (IDS) or Joint-Services Interior Intrusion Detection System (J-SIIDS) equipment, executed under this FSRMCA, shall be held by the Recipient.
- c. The Recipient waives any claim to title of any federal commercial IDS equipment furnished by the ANG for installation in the facility. NGB will reimburse the Recipient for costs of operation and maintenance of any installed IDS equipment or Electronic Security System (ESS) protecting federal assets as approved by the ANG ESS Program Manager. The Recipient, using its ESS Program certified technicians, will remove any IDS equipment or ESS system upon discontinuance of the use of the facility sustained, restored, altered, converted or modernized for administration or training of Reserve Forces of the United States or upon NGB's determination that such removal is in the best interests of the United States, whichever is earlier.

Section 103. Scope of Activities.

The Scope of activities is contained in the Appendix/Appendices.

Section 104. Performance Specifications.

The RECIPIENT's performance specifications are contained in the Appendix/Appendices.

Section 105. Authority

- a. This FSRMCA is authorized under the Secretary of Defense, as provided in Title 10 U.S.C. Chapter 1803. In accordance with the provisions of 10 U.S.C. Chapter 1011, the Chief, National Guard Bureau (CNGB) is the channel of communication between the Armed Forces and the State's National Guard. As the Federal Agent for the US, the CNGB is authorized to contribute funds necessary for design and construction of facilities as set forth in 10 U.S.C. Chapter 1803. Contribution of funds by NGB and construction of the facility are necessary to accomplish federal and state missions of the State's Air National Guard.
- b. The Project will be used by the State's Air National Guard.
- c. This FSRMCA is a Cooperative Agreement within the meaning of 31 U.S.C. §§ 6301-6308.

ARTICLE II – OBLIGATIONS OF THE PARTIES

Section 201. Obligations of the RECIPIENT.

- a. The RECIPIENT will exercise its best efforts to supervise, manage, operate and maintain all activities or projects within the scope of this FSRMCA according to sound, efficient, commercial practice and the terms, conditions and specifications of this FSRMCA.
- b. The RECIPIENT will obligate sufficient funds to pay its share of costs of this FSRMCA.
- c. Once the project is completed, the Recipient may not permit any use or disposition of the facility which will interfere with its use for the administration and training of units of the Reserve Forces of the United States, or in times of war or national emergency, by other units of the Armed Forces of the United States or any other use by the federal government until the event of termination of this FSRMCA. (See Section 701 Term of Agreement).

Section 202. Obligations of NGB.

- a. Whenever terms of this FSRMCA provide for reimbursement or cost sharing by the federal government, NGB shall reimburse the RECIPIENT for allowable costs incurred in performance of this FSRMCA, according to terms and conditions for such reimbursement set forth herein.
- b. Whenever the terms of this FSRMCA provide for approval by NGB, such approval will not be unreasonable withheld. Any request for such approval shall be considered and acted upon by NGB in a timely fashion.
- c. The obligations of NGB are subject to the availability of federal funds for the FSRMCA and the RECIPIENT's funding contribution for its share of this FSRMCA.

ARTICLE III – COSTS

Section 301. General.

NGB shall reimburse the RECIPIENT for allocable and allowable costs incurred in performance of this FSRMCA.

Section 302. Estimated Cost.

- a. Total estimated costs of this FSRMCA are specified in Appendix/Appendices.
- b. The RECIPIENT shall share in costs of this FSRMCA performance as provided for in approved budgets of the Appendices.

Section 303. Cost Sharing.

- a. Wherever any item of cost for performance of this FSRMCA, as listed in a budget in the Appendices, is identified to be funded in part by NGB reimbursement, NGB shall be obligated to reimburse the RECIPIENT only for its percentage share of total costs that would otherwise be allowable under this FSRMCA.
- b. Cost Share Percentage. For the purposes of liquidating the RECIPIENT's obligation to pay for its share of costs, the percentage share of allowable costs for design or construction of the facility to be reimbursed to the RECIPIENT shall be identified in Appendices.

Section 304. Allowability of Costs.

- a. Except as otherwise stated in this article or elsewhere in this FSRMCA, allowability of costs incurred by the RECIPIENT in performance of this FSRMCA shall be determined according to 2 CFR Part 200.
- b. Costs for acquisition of real property for purposes of this FSRMCA are unallowable.
- c. Costs of RECIPIENT Improvements are unallowable. These unallowable improvements are facility components in excess of authorized criteria, which will not qualify for federal reimbursement.
- d. In addition to unauthorized activities and charges specified elsewhere in this agreement, unallowable costs identified in General Provisions for Selected Items of Cost 2 CFR 200.420 through 200.475 shall be unauthorized for reimbursement.
- e. The allowability of costs has no effect on the maximum funding level of this cooperative agreement. NGB has no liability to reimburse any cost over and above the maximum amount of funding obligated in this cooperative agreement, even if such cost would otherwise be allowable.

Section 304-A Authorized Charges

a. Personnel.

(1) Payments for salaries, to include approved overtime and allowable benefits in accordance with state personnel policy for the payment of salary and benefits of like state government positions within the same geographic area. If a state has a pay raise, pay freeze or pay cap, a hiring freeze or employee furloughs for like positions throughout the state, then state employees under this Appendix will have corresponding limitations. When there is no like state government position available, salaries and benefits will be equivalent to a comparable grade and series Federal Civil Service position in the geographic area. Raises for federally-reimbursed state employees and state-contracted personnel will not exceed those of comparable state employees.

(2) Benefit costs include state- or employer-paid Social Security contributions, premiums for workers compensation, medical and unemployment insurance, and the state retirement system.

(3) Costs for merit and incentive awards based on performance providing the awards are part of a program available and consistent with those offered to similar state government positions.

(4) Overtime required by Fair Labor Standards Act (FLSA), based on the work schedule authorized by the state. When operational requirements or personnel circumstances dictate additional staffing in support of the mission, overtime may be authorized as specified in the appendix to satisfy minimum staffing requirements. Overtime may be approved on an exception basis (filling for sick or annual leave, emergency, or training, etc.).

b. Costs for travel expenses and per diem, at a rate consistent with state travel regulations, for performing activities authorized under that appendix or separate agreement away from their home office.

c. Costs of training for qualification in accordance with established work center requirements, and as authorized in each appendix.

d. Costs for facilities, equipment and supplies required or reasonably necessary to perform the activities specified or described in each appendix or separate agreement.

e. Any other charges or activities not otherwise authorized require prior approval by the OPR-PM or as specified in that appendix.

f. Advance Agreements on Allowability of Costs.

(1) No cost incurred by the RECIPIENT that is contrary to any restriction, limitation, or instruction contained in any approved Budget and/or Financial Plan under this FSRMCA shall be allowable.

(2) The costs of compensation for personnel services, including but not limited to the costs of premiums for workmen's compensation, unemployment compensation, State sponsored life/health insurance, and retirement benefits, shall be allowable as specified in current NGB-AQ policy, the former NGR 5-1 Chapter 5 or successor CNGB Instruction and Manual, and 2 CFR 200.431.

(3) Other specific agreement on costs, such as Pre-Agreement Costs. NONE

Section 305. Unauthorized Activities/Charges and Costs.

See GT&C, Part 8.

Section 306. Project Close-Out and Settlement.

IAW GT&C, the RECIPIENT will provide the "Final Accounting and Settlement" of final completion of the project (execution date of the NGB Form 593 PROJECT INSPECTION REPORT by the RECIPIENT and the NGB), or upon termination of this FSRMCA, whichever comes earlier, the RECIPIENT shall promptly deliver to NGB a full and final accounting liquidating all payments or reimbursements under this FSRMCA. After completion of the RECIPIENT's final accounting, NGB shall make a final settlement of the total NGB contribution for this FSRMCA. Costs incurred for performance of the project which are not disclosed by the RECIPIENT shall not be eligible for reimbursement by NGB. At its sole discretion, NGB may extend the time limit for good cause shown.

ARTICLE IV - FUNDING LIMITATIONS

Section 401. Funding Limitation.

- a. NGB funding limitations for design and construction are separately specified in Appendices.
- b. Within its discretion, NGB may unilaterally increase maximum funding limitations reflected in the Appendices at any time.
- c. Project Funding and Appropriation Limitation. Funding is limited to availability at NGB and the limits in appendices of the current FSRMCA or FSRMCA modification. Due to appropriation limitations, NGB funding authority for project construction shall not exceed current Congressional limitations and DoD Directives. Exceeding these limitations can only be done through Congressional Reprogramming.

Section 402. Method of Funding.

This FSRMCA shall be funded for each phase, according to Appendices.

Section 403. RECIPIENT Advance Funding of Design Option.

- a. Within its discretion, the RECIPIENT may contract, and fund the payment of costs, for preparation of project design documents in order to fulfill its obligation to provide project design documents. To the extent that "federally-reimbursed" costs are required, the RECIPIENT's incurrence of costs shall be made on behalf of NGB; NGB shall reimburse the RECIPIENT for these costs.
- b. Limitations in this article relate to funds necessary for reimbursement to the RECIPIENT for its design costs. The fact that federal funds may not be available for obligation, or obligated to this FSRMCA, or available for reimbursement of RECIPIENT costs until completion of project design documents by the RECIPIENT or the beginning of construction of the project, shall not be grounds for claim by either party that this FSRMCA is unenforceable because of failure of consideration.
- c. Design costs associated with this project incurred by the RECIPIENT in advance of this FSRMCA may not exceed the amounts identified in Appendix SD and may be reimbursed in accordance with Section 403.d. below.
- d. Obligation of NGB for federal reimbursement of RECIPIENT costs for design requires a pre-agreement be in place and is typically contingent upon one or more of the following conditions being met:
 - (1) Congressional appropriation of project MILCON construction funds, or
 - (2) Congressional language directing Project Design, or
 - (3) Inclusion of Project in the Future Year Defense Plan.
- e. In all conditions the design meet all NGB design criteria as set forth in the appropriate NGB design guides and regulations.

ARTICLE V – PAYMENT

Section 501. General.

There are only two payment methods authorized in the execution of this FSRMCA, the reimbursement method and the advance method. Either payment method may be used, pursuant to the GT&C; the award term for the method not chosen requires a strikethrough.

Section 502. Payment by the Reimbursement Method.

Reimbursement method payments shall be according to procedures established by the Defense Finance and Accounting Service (DFAS), DoD Financial Management Regulation 7000.14R Volumes 11A and 11B and GT&C.

~~Section 503. Payment by Advance Method.~~

~~NGB may reimburse the RECIPIENT in advance. The advance payment method shall be according to procedures established by the Defense Finance and Accounting Service and GT&C.~~

Section 504. Direct Federal Payment of RECIPIENT Obligations.

In no event, shall the NGB make direct payment to a RECIPIENT contractor, RECIPIENT employee, contractor employee, or RECIPIENT vendor for any costs incurred by the RECIPIENT under this FSRMCA.

Section 505. Interest.

The amount of interest due the United States on funds advanced to the RECIPIENT or interest due the RECIPIENT shall be determined and paid in accordance with 31 U.S.C. § 6503 and the items of the Cash Management Improvement Act Agreement in effect between the RECIPIENT and U.S. Treasury and regulations as issued by the U.S. Department of Treasury and the Department of Defense, as amended. For interest on advance payments see 31 U.S.C. 6503, 32 C.F.R. § 33.21.

ARTICLE VI – DEFINITIONS

Section 601. Air National Guard Military Construction Cooperative Agreement.

Refer to GT&C SUBDIVISION D, Part 2, Section D, Page 109.

Section 602. Air National Guard.

Refer to GT&C SUBDIVISION D, Part 2, Section C, Page 109.

Section 603. Airport Authority.

Refer to GT&C SUBDIVISION D, Part 2, Section A, Page 108.

Section 604. Chief, National Guard Bureau.

Chief, National Guard Bureau, means the head of the National Guard Bureau, or his or her designee. Refer to GT&C SUBDIVISION D, Part 2, Section E, Page 109.

Section 605. Construction.

Refer to GT&C, SUBDIVISION D, Part 2, Section E

Construction means the erection, installation, or assembly of a new facility; the relocation of a facility; the complete replacement of an existing facility; or the expansion, extension, alteration/conversion (to a new type use) of an existing facility. This includes equipment (not furniture) installed and made a part of the facility, related site preparation, excavation, backfilling, landscaping, or other land improvements. It also includes increases in components of facilities for functional reasons and the extension of utilities to areas not previously served. The Federal reimbursement of project costs cannot exceed the statutory ceiling in 10 U.S.C. 18236(b).

Section 606. Equipment (Non-Military).

Refer to GT&C, Subdivision A, Part 7, Section D, Page 21, #31

Section 607. Fiscal Year.

Refer to GT&C SUBDIVISION D, Part 2, Section G, Page 109

Section 608. Estimated Construction Costs.

Refer to PROJECT CONSTRUCTION FINANCE PLAN found in the Technical Appendix(ces) – RECIPIENT Design and/or RECIPIENT Construction and/or RECIPIENT Utility Connection

Section 609. RECIPIENT.

Refer to GT&C, Subdivision A, Part 7, Section D, Page 22, #63.

Section 610. Grants Officer.

Refer to GT&C, Subdivision A, Part 7, Section D, Page 21, #40.

Section 611. Grants Officer Representative.

Refer to GT&C SUBDIVISION D, Part 5, Section A, Page 113.

Section 612. In-Kind Assistance.

Refer to GT&C SUBDIVISION D, Part 2, Section I, Page 109.

Section 613. Military Equipment.

Refer to GT&C SUBDIVISION D, Part 2, Section K, Page 110.

Section 614. National Guard Bureau.

Refer to GT&C SUBDIVISION D, Part 2, Section L, Page 110.

Section 615. Design Services.

Design services mean any service necessary, or reasonably related to, investigation of a construction site for suitability, layout, engineering requirements, or development of plans and specifications for construction, preparation of construction estimates, reproduction of construction contract bid documents, or supervision and inspection of construction.

Section 616. Operation and Maintenance Activities.

Operation and Maintenance (O&M) Activities mean and include, but are not limited to actions by the state, through employment by the state, by contract or hire, of sufficient personnel, acquisition by contract of supplies or services, or other necessary actions, to perform the services, tasks, or activities within the scope of this FSRMCA which are properly charged to an Operations and Maintenance appropriation.

Section 617. State.

Refer to GT&C SUBDIVISION D, Part 2, Section O, Page 110

Section 618. Territory.

Refer to GT&C SUBDIVISION D, Part 2, Section O, Page 110; See also 32 U.S.C. § 101.

Section 619. The Adjutant General.

Refer to GT&C SUBDIVISION D, Part 2, Section P, Page 111.

Section 620. United States Property and Fiscal Officer (USPFO)

Refer to GT&C SUBDIVISION D, Part 2, Section Q, Page 111.

Section 621. Unit.

The Unit includes Air National Guard (ANG) flying Groups and Wings, Combat Communication Flights and Squadrons, Engineering Installation Flights and Squadrons, and Combat Readiness Training Centers (CRTC).

Section 622. RECIPIENT (State) Improvements.

RECIPIENT improvements is other work to facilities or portions of facilities included within the scope of the project, as identified in appendices to this FSRMCA, which are desired by the RECIPIENT and for which NGB will make no reimbursement of funds for either design or construction.

ARTICLE VII - GENERAL PROVISIONS

Section 701. Term of Agreement.

- a. The terms of this FSRMCA remain in effect until changed.
- b. The performance period for each appendix to the FSRMCA is the Federal Fiscal Year in which that award is made, except as specified in the award itself (e.g. the performance period for many Youth Challenge awards reflects the state's academic year).

Section 702. Sole Benefit.

This FSRMCA and associated appendices are intended for the sole benefit of the NGB and the RECIPIENT and are not intended to create any other beneficiaries.

Section 703. Modification.

Refer to 2 CFR 200.308 and 200.309.

Section 704. Successors and Assigns.

Refer to GT&C SUBDIVISION D, Part 3, Section A, Page 111.

Section 705. Entire Agreement.

Refer to GT&C SUBDIVISION D, Part 3, Section B, Page 111.

Section 706. Severability.

Refer to GT&C SUBDIVISION D, Part 3, Section C, Page 111.

Section 707. Waiver of Breach.

Refer to GT&C SUBDIVISION D, Part 3, Section D, Page 112.

Section 708. Notices.

Refer to GT&C SUBDIVISION D, Part 3, Section E, Page 112.

Section 709. Execution.

This FSRMCA may be executed in several counterparts, each of which shall be deemed an original. Subsequent execution of any or all Appendices shall not affect the legality or enforceability of this FSRMCA.

Section 710. Conflict of Interest.

The RECIPIENT shall insure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 711. Access to and Retention of Records.

Refer to GT&C SUBDIVISION B, Part 5, OAR Article II, Page 63

Section 712. Change of Circumstances.

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this FSRMCA.

Section 713. Liability and Indemnity.

Refer to GT&C SUBDIVISION D, Part 3, Section F, Page 112.

Section 714. Reports.

Refer to GT&C SUBDIVISION B, Part 4, REP Article I, Page 55

Section 715. Special State Requirements.

Changes to established requirements of this FSRMCA made necessary by governing State statutes will be processed in accordance with current GT&C, for approval by NGB. Upon approval, a statement of alterations or changes, along with justification, shall be attached to this FSRMCA and will be considered a part thereof. (If none, state NONE.)

Section 716. Government Furnished Equipment (GFE).

Refer to GT&C SUBDIVISION D, Part 3, Section G, Page 112.

ARTICLE VIII – APPLICABLE LAWS AND REGULATIONS

Section 801. Applicable Law.

This FSRMCA is incidental to implementation of a Federal program. Accordingly, this FSRMCA shall be governed by and construed according to Federal law as it may affect rights, remedies, and obligations of the United States.

Section 802. Governing Regulations.

Refer to 2 CFR Part 200, generally.

Section 803. Officials Not to Benefit.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

Section 803-A Nondiscrimination.

Refer to GT&C SUBDIVISION C, Part 1, NP Article I Section A, Page 99

Section 804. Lobbying.

Refer to GT&C SUBDIVISION C, Part 1, NP Article IV Section A, Page 102

Section 805. Drug-Free Work Place.

Refer to GT&C SUBDIVISION C, Part 1, NP Article IV Section A, Page 101

Section 806. Environmental Protection.

Refer to GT&C SUBDIVISION C, Part 1, NP Article II Section A, Page 100

Section 807. Use of United States Flag Carriers.

Refer to GT&C SUBDIVISION B, Part 3, PROC Article III Section B, Page 54

Section 808. Debarment and Suspension.

Refer to GT&C SUBDIVISION B, Part 3, PROC Article III Section B, Page 54

Section 809. Buy American Act.

Refer to GT&C SUBDIVISION B, Part 3, PROC Article III Section B, Page 55.

Section 810. Uniform Relocation Assistance and Real Property Acquisition.

Refer to GT&C SUBDIVISION C, Part 1, NP Article IV Section A, Page 104.

Section 811. Copeland "Anti-Kickback" Act. *(All contracts and sub-grants for construction or repair.)*

Refer to GT&C SUBDIVISION B, Part 3, PROC Article III Section B, Page 53.

Section 812. Contract Work Hours and Safety Standards Act.

Refer to GT&C SUBDIVISION B, Part 3, PROC Article III Section B, Page 53.

Section 813. Construction Wage Requirement Statute (formerly known as Davis Bacon Act)

Not Applicable

Section 814. National Historic Preservation.

(Any construction, acquisition, modernization, or other activity that may impact a historic property.)

The RECIPIENT covenants and agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593.

(36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

Section 815. Hatch Act.

Refer to GT&C, SUBDIVISION C, NP Article IV, Section A.

The RECIPIENT covenants and agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7326), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or Local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Section 816. Equal Employment Opportunity.

Refer to GT&C, SUBDIVISION C, NP Article I, Section A.

(All construction contracts awarded in excess of \$10,000 by RECIPIENTS and their contractors or subcontractors.)

The RECIPIENT covenants and agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

Section 817. Cargo Preference. *(Any agreement under which international air travel may be supported by U.S. Government funds.)*

The RECIPIENT covenants and agrees that it will comply with the Cargo Preference Act of 1954 (46 USC Chapter 553), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S. flag commercial vessels, if available.

Section 818. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.

The RECIPIENT covenants and agrees that it will comply with Executive Order 13202 of February 17, 2001, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, as amended on April 6, 2001.

Section 819. System for Award Management and Data Universal Numbering Requirements.

Refer to GT&C SUBDIVISION B, Part 5, OAR Article I, Page 59.

Section 820. Reporting Subawards and Executive Compensation

Refer to GT&C SUBDIVISION B, Part 4, REP Article IV, Page 59.

ARTICLE IX – PROCUREMENT

Section 901. Section 901. Procurement Procedures Applicable to States.

Refer to GT&C, SUBDIVISION B, Part 3: PROC, page 49.

Section 902. RECIPIENT Contract Flow-down.

Refer to GT&C, SUBDIVISION B, Part 3: PROC, page 49.

ARTICLE X – PROPERTY

Section 1001. Equipment.

- a. Equipment purchased by the RECIPIENT under the terms of this agreement becomes the property of the state and will be managed, used, and disposed of in accordance with GT&C, 2 CFR §200.313,
- b. Equipment purchased by the federal government, including equipment acquired specifically for a National Guard Cooperative Agreement, vests in the Federal Government. This equipment shall be managed, used, and accounted for as provided in GT&C and 2 CFR 200.313(d).
- c. Equipment purchased by the federal government and issued to the state is Government Furnished Equipment (GFE). The title to GFP/GFE vests in the federal government and cannot be transferred to the state and therefore cannot be considered as In-Kind Assistance (IKA).

Section 1002. Operating Materials and Supplies.

- a. Items to be consumed in normal operations purchased by the state under the terms of this agreement become the property of the State and will be managed and disposed of in accordance with GT&C and 2 CFR Part 200.
- b. Supplies purchased by the federal government shall be managed, used, and accounted for as provided in GT&C, 2 CFR §200.314. State use of federal supplies and materials may be considered as IKA.

ARTICLE XI - LEGAL AUTHORITY

Section 1101. Legal Authority.

Refer to GT&C SUBDIVISION D, Part 4, Section A, Page 112

The RECIPIENT represents and warrants that it is under no existing or foreseeable legal disability that would prevent or hinder it from fulfilling terms and conditions of this FSRMCA. The RECIPIENT shall promptly notify NGB of any legal impediment that arises during the term of this FSRMCA that may prevent or hinder the RECIPIENT's fulfillment of its obligations under this FSRMCA.

Section 1102. Opinion of Counsel.

Refer to GT&C SUBDIVISION D, Part 4, Section B, Page 113

Concurrent with its execution of this FSRMCA, the RECIPIENT's highest legal officer, or his or her designee, certifies by signature approval as to legal form of this FSRMCA, that. .

- a. The RECIPIENT has the requisite authority to enter into this FSRMCA.
- b. The RECIPIENT can make the warranty set forth in Section 1101 above;
- c. The RECIPIENT is empowered to assume responsibilities and obligations the RECIPIENT proposes to undertake under this FSRMCA;
- d. The provisions of this FSRMCA intended to secure NGB interests are enforceable according to their terms;
- e. The execution of this FSRMCA has been duly authorized by the state; and
- f. That the individual signing this FSRMCA on behalf of the RECIPIENT has the requisite legal authority to bind and obligate the RECIPIENT to terms and conditions of this FSRMCA.

ARTICLE XII - TERMINATION, ENFORCEMENT, CLAIM AND DISPUTE RESOLUTION

Section 1201. Termination.

This FSRMCA may be terminated by either party according to GT&C.

Section 1202. Enforcement.

- a. NGB may take such actions to enforce terms of this FSRMCA as may be provided for in and under terms of GT&C.
- b. Circumstances under which NGB may take actions provided in Section 1202.a. above includes, but shall not be limited to, the following:
 - (1) Failure by the RECIPIENT to appropriate funds sufficient for its share of project costs;
 - (2) Unreasonable failure by the RECIPIENT to begin, prosecute, or complete construction of the Project;
 - (3) Failure by the RECIPIENT to substantially complete construction in accordance with Project Design Documents, approved and accepted in accordance with terms of this FSRMCA.

Section 1203. Claims, Disputes Resolution and Appeals.

Refer to GT&C, Subdivision B, Article Part 5, Article 4.

ARTICLE XIII - Agreement Particulars.

The information below shall be recorded by the Grants Officer's Representative (GOR) for the compliance with the reporting requirements of the DoD Financial Assistance Award Data Collection (FAADC) and the Federal Funding Accountability and Transparency Act of 2006.

a. RECIPIENT/RECIPIENT Category:	Government
b. RECIPIENT/RECIPIENT Type:	Local Government
c. RECIPIENT/RECIPIENT UEI:	
d. Primary Place of Performance (Project Location):	March ARB, CA 92518
e. RECIPIENT/RECIPIENT County: (Primary Place of Performance):	Riverside
f. RECIPIENT/RECIPIENT Congressional District: (Primary Place of Performance)	41st Congressional
g. Major Agency:	DOD
h. Agency Code:	██████
i. Funding Agency:	Air
j. Program Source Agency:	██████
k. Transaction Type:	Cooperative Agreement
l. CFDA:	██████
m. CFDA Program Title:	Military Construction National Guard
n. Program Source Account-Funding:	██████
o. Treasury Appropriation Code:	██████
p. Award/Obligation/Action Date:	TBD
q. Starting Date:	TBD
r. Ending Date:	TBD
s. Record Type:	Individual Action
t. Fiscal Year/Quarter:	2027/1 ST
u. Unique Federal Award Identification Number (FAIN)	
v. Approved Budget Amount:	TBD
w. R&D Award (Yes or No)	No
x. Indirect Cost Rate or CPP Rate:	N/A

TECHNICAL APPENDIX

RECIPIENT DESIGN

PROJECT DESCRIPTION, SCOPE, AND SCHEDULE

PROJECT DESCRIPTION

Repair bldg [REDACTED] and beddown administrative portion of Weapons Maintenance shop, Cat-Code 216-642 requirement. Maintain the remaining portion of the facility. Repair interior finishes, reconfigure room partition layout, modernize bldg interior, replace sewer lateral, replace HVAC equipment, assess electrical deficiencies and repair, asses/perform Seismic repairs, install fire suppression, replace membrane roof, and refinish bldg exterior to include new doors & windows.

PROJECT SCOPE

Development of Construction Bid Documents based off the agreed preliminary design conclusions. Design specifications shall ensure compliance with, and cost estimates shall incorporate, the "Build America Buy America" Act (BABA) under the Infrastructure Investment and Jobs Act of 2021.

Design shall be in accordance with latest published versions of Department of Defense (DoD) Unified Facilities Criteria (UFC), Air National Guard Engineering Technical Letter (ANG ETL) 10-03 "ANG Design Objectives and Procedures", ANG ETL 12-06 "Design Meetings and Presentations", and ANG ETL 15-01-00 "ANG Design Policy" and/or successor publications. Latest published UFCs and their referenced codes and criteria are effective upon issuance for projects that have not proceeded beyond 35% design completion.

Project shall be executed using the [REDACTED]. Basis of Design shall be based upon standard design template, if any, in the latest published edition of ANGH 32-1084.

Per UFC, projects that have a delay, either planned or unintentional, of more than 18 months between design completion and the solicitation of offers for construction must undergo a code & criteria review with an updated cost estimate.

The RECIPIENT will provide all planning and engineering design coordination and consultation at applicable design stages with NGB/[REDACTED] to include the Assistant USPFO for Air (Real Property) for the 163rd Attack Wing, California Air National Guard ("Base Civil Engineer"), and any State & Local agencies of jurisdiction such as for all utilities, environmental, building codes and the Host Base, the 452 Air Mobility Wing who is the lead Federal entity at March ARB wherein the California Air National Guard unit resides and trains from.

Note: DD Form 1391 documentation is used to establish scope.

PROJECT SCHEDULE

<u>Action</u>	<u>Date</u>
Design Start	1-DEC-2027
35% Design Submittal	1-FEB-2027
95% Design Submittal	1-MAY-2027
100% Design Submittal	1-JUL-2027
IFB Preparation	1-AUG-2027
IFB	1-SEP-2027

TECHNICAL APPENDIX

RECIPIENT DESIGN

STATEMENT OF WORK

1. Purpose. This Statement of Work defines the RECIPIENT's obligation in providing design for a construction, sustainment, restoration, or modernization project.

2. Scope of Services. By contract or in-house tasking, the RECIPIENT will provide the Architect-Engineer (A-E) services necessary to develop plans, specifications, and cost estimates (referred to as the Project Design Documents) required for construction of the project.

3. Architect-Engineer Services. Architect-Engineer Services shall be designated in the following manner:

3.1. Title I/Type "A" Concept Services: Field surveys and investigations required to obtain data essential for the production of plans and specifications for construction which may include, but not be limited to, topographical surveys, soil borings, soils, chemical and mechanical surveys and investigations, survey of utility location and capacities, and similar fact-finding investigations and technical studies.

3.2 Title I/Type "B" Architect-Engineer Services: Services to perform code and criteria review and to produce construction plans, construction specifications and construction estimates at the preliminary (35 percent completion), pre-final (95 percent completion) and final (bidding documents) phases.

3.3 Reproduction Services: Services to reproduce construction plans and specifications suitable for bidding purposes.

3.4 Title II/Type "C" Construction Supervision Services: Services to supervise and inspect construction performance and review of construction contractor prepared as-built drawings. This service may be provided as part of the RECIPIENT Construction Appendix.

4. Project Schedule. The parties agree to exercise their best efforts to complete the project design within the period set forth on the Project Schedule contained in this Appendix.

5. Pre-Design and Design Responsibilities. The RECIPIENT will select and contract for Architect-Engineering (A-E) design services. ANG shall not issue directions to the RECIPIENT's A-E design services.

5.1. The RECIPIENT shall transmit design documents for NGB/████ review, comment, and accepted prior to the RECIPIENT's acceptance of the design submittal at the 35, 65, 95, and 100 percent stages of design. An electronic copy and a hard copy of each document shall be sent to the Project Manager, NGB/A4I at 3501 Fetchet Avenue, Joint Base Andrews, Maryland 20762. Design documents related to RECIPIENT Improvements shall not be subject to NGB/████ acceptance. NGB/A4I shall accept, not accept, or accept subject to comments, the design documents. If NGB/████ accepts the documents subject to comments, the RECIPIENT shall make good faith efforts to resolve the comments prior to accepting the documents from the design A-E.

5.2. The RECIPIENT shall carry out final design of the project as defined in this Appendix. The final design shall include construction plans and specifications, construction cost estimates, the construction schedule, and any applicable phasing or sequencing requirements.

5.3. Title to Design Documents. Title to Design Documents shall be provided in the RECIPIENT Design contract. The RECIPIENT shall ensure that the design contract provides an unlimited right to use Design Documents at no additional cost.

5.4. Limitation of Liability.

5.4.1. The RECIPIENT acknowledges that it (or its contractor) is preparing Design Documents in its right and not as an agent or contractor of NGB.

5.4.2. No NGB or RECIPIENT acceptance or approval given under this Appendix shall be construed as a warranty of any kind.

6. Project Contract Preparation

6.1. Once the Project design is accepted by NGB, the RECIPIENT agrees to promptly begin defining the terms of the construction Project. The RECIPIENT agrees to submit a proposal and appurtenant cost or pricing.

6.2. The schedule for contract preparation of this project is: **FFY27.**

6.3. Allowable costs. For the purpose of determining allowable costs before construction project contract preparation, the term "costs" includes:

6.3.1. Those recorded costs that result, at the time of request for reimbursement, from actual payment for items or services purchased directly for the RECIPIENT contract;

6.3.2. When the RECIPIENT is responsible for costs of RECIPIENT contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

6.3.3. Materials issued from the RECIPIENT's stores inventory and placed in the production process for use on the contract;

(i) Materials issued from the RECIPIENT's inventory and placed in the production process for use on the contract;

(ii) Direct labor; and

(iii) Direct travel.]

7. Reimbursement of Pre-Design and Design Costs.

7.1. Reimbursement of pre-design and/or design costs will be made upon NGB/A4I's acceptance of the project's submittal documents or IAW the cash flow requirements of the advance payment method and the RECIPIENT's proper billing for reimbursement of the federal share of costs under the terms of this FSRMCA.

8. Architect-Engineer Fee limits.

8.1. Architect-Engineer fee percentages are determined according to the Typical Architectural-Engineering Fees for ANG projects of Architect-Engineer Services for National Guard Projects.

8.2 As an alternative, the RECIPIENT may choose to negotiate a fixed fee Architect-Engineer services contract. If the fixed fee option is chosen, in addition to any other limitation on cost set forth in this FSRMCA, NGB shall have no obligation to reimburse the RECIPIENT for more than the Federal prorated share as stipulated in the Project Design Finance Plan and/or Project Construction Finance Plan.

8.2.1 Title I/Type A, Concept, costs in excess of ■■■ (unless approved in advance by NGB) of the ESTIMATED COST OF CONSTRUCTION (ECC);

8.2.2. Title I/Type B, Design, costs in excess of ■■■ of the ECC (unless approved in advance by NGB);

8.2.3. Bid Document Reproduction in excess of ■■■■ (unless approved in advance by NGB) of bid documents; and

8.2.4. Title II/Type C, Construction supervision, costs in excess of ■■■ of the ECC (unless approved in advance by NGB).

TYPICAL ARCHITECTURAL-ENGINEERING FEES FOR AIR NATIONAL GUARD PROJECTS

Estimated Construction cost	Architectural-Engineering Contract Target Amount
Up to \$200,000	██████████
Greater than \$200,000 & Up To \$800,000	██████████
Greater than \$800,000 & Up To \$2,000,000	██████████
Greater than \$2,000,000	██████████

9.1 Project Design Finance Plans.

9.1 The project finance plan is the maximum amount for which NGB is obligated to reimburse the RECIPIENT for the costs of performance of the FSRMCA. The amount of any project finance ~~finance~~ plan line-item cost limitation shall not be exceeded.

9.2. Unless otherwise provided for in the project finance plan, any line item therein may be changed only by amendment of this FSRMCA. Either party may propose a change to finance plan by submitting such proposal in writing to the other party.

██████████ REPAIR MAINTENANCE GROUP, BLDG ██████████

ESTIMATED COST OF CONSTRUCTION: ██████████
DESIGN TARGET MAXIMUM CONSTRUCTION COST: ██████████

Activity	ANG Award
Design of ANG Improvements Type A	██████████
Design of ANG Improvements Type B	██████████
Totals	██████████

Design Finance Plan Notes, Terms and Conditions:

1. This Design Finance Plan is incorporated into this Appendix for the purpose of establishing the total estimated costs and the amount of NGB Award necessary, to produce Project Design Documents.
2. The Design Target Maximum Construction Cost (MCC) only represents the Project Cost. The MCC does **not** include the Project Supervision, Inspection and Overhead; Project Agent Fee; or project Contingency.
2. In accordance with this Appendix, and subject to any other cost or fund limitation in this FSRMCA, NGB shall award the RECIPIENT for 100% of allocable and allowable costs for design of ANG improvements which include: **All work identified in the Technical Appendix “RECIPIENT Design” Project Description**
3. NGB shall not be liable to reimburse the RECIPIENT for any other costs of design except those for ANG improvements.
4. For purposes of Award limitation by the NGB, the “Brooks Act” applies to the “Type B Design of ANG Improvements”. Under 48 CFR § 836.606-71 “Application of 10 percent architect-engineer fee limitation”, the Title I/Type B Design Services (excluding reproduction, travel and per diem or other similar services not an integral part of the production and delivery of plans, designs, and specifications) shall never exceed 10% of the MCC. This provision carries through all subsequent revisions of the Design Technical Appendix.

Statement of Work

Title I Repair MX building [REDACTED]

Project Number [REDACTED]

Summary

This Statement of Work (SOW) describes architect-engineer (A-E) requirements for the project Title I Repair MX building [REDACTED]. This SOW requires Title I (Basis of Design, Concept Proposal, and Concept Development) and reserves options for Title I (Contract Documents Development, Preliminary Submittal, and Final Submittal) services as described in this SOW.

1. OBJECTIVES

A-E firm shall provide Title I design services as the base requirement and optional Title I contract documents development. The maximum construction cost (MCC) for Project [REDACTED], is [REDACTED].

2. SCOPE

The A-E firm shall provide non-personal design services for [REDACTED] project "Repair MX building [REDACTED]". The firm shall provide base services to the 35%, Concept Development. There are additional options for Title I design services to the 65% and 100% designs. The [REDACTED] MX building is a Weapons Maintenance and Administrative area facility. The repair is to address interior finishes, repurpose/improve interior room layout to include demo/install walls per government plan, modernize bldg interior (including but not limited to lights, ceilings, flooring, restrooms, painting exposed structures, doors, furring conduits/plumbing, windows covering, signage) assess/perform MEP repair, assess/perform Seismic repairs, replace HVAC, install fire alarm/suppression, fire-life safety analysis, asbestos survey, refinish bldg exterior to include new doors & windows, roofing and landscape.

The A-E firm is to develop PowerPoint presentation at the 35% and 100% design stages. The firm is also to brief the 35% and 100% designs to the government. Remote presentations (via MS-Teams) are acceptable.

All specifications that prescribe equipment or materials to be installed shall be prepared to provide only the salient characteristics necessary to describe the minimum performance standards and shall be brand or manufacturer agnostic. Use of a brand name and/or manufacturer as the minimum level of equivalency is prohibited. In cases where the firm cannot avoid the use of specific brands/manufacturers, the firm shall establish and maintain a log of this equipment/material to assist the Government with creating appropriate justifications in preparation for procurement of the construction services. Coordinate with the Contracting Officer (KO) regarding specific format and content requirements for this log.