

961



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: TLMA/Airport Land Use Commission (ALUC)

SUBMITTAL DATE:
December 6, 2012

SUBJECT: Agreements for Preparation of the EIR for the March Air Reserve Base (MARB) Airport Land Use Compatibility Plan

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve and authorize the Chairman of the Board to execute the attached Professional Services Agreement with Mead & Hunt, Inc.;
- 2) Approve and authorize the Chairman of the Board to execute the attached Reimbursement Agreements with the City of Riverside, City of Moreno Valley, City of Perris and March Joint Powers Authority; and,
- 3) Approve the associated budget adjustments for the Riverside County Airport Land Use Commission, cost center 31308.

(Continued on Page 2)

Juan C. Perez, Director
Transportation & Land Management Agency

Ed Cooper, Director
Airport Land Use Commission

FINANCIAL DATA	Current F.Y. Total Cost:	\$95,000 (est)	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 19,000	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 19,000	For Fiscal Year:	2012/13 & 2013/14

SOURCE OF FUNDS: Reimbursement Agreements and Departmental Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE.

County Executive Office Signature

Tina Grande
By Tina Grande

FORM APPROVED COUNTY COUNSEL
BY: *B. S. Miller* DATE: *12/10/12*
BEAUFORD T. MILLER, JR. Departmental Concurrence

Dept Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

3.51

BACKGROUND:

Pursuant to Section 21675 of the California Public Utilities Code, the Riverside County Airport Land Use Commission (ALUC) is required to establish an Airport Influence Area (AIA) and formulate an airport land use compatibility plan (ALUCP) for each of the twelve (12) public use airports within Riverside County. Subsequently, the statute was amended to extend the requirement for airport land use compatibility plans to "the area within the jurisdiction of the commission surrounding any military airport." Since Riverside County was home to March Air Force Base, the ALUC promptly established an AIA surrounding the base, and shortly thereafter, adopted the 1984 Riverside County Airport Land Use Plan, and has since used the land use criteria created to evaluate the appropriateness of projects in the vicinity of the Air Base.

When March Air Force Base was renamed March Air Reserve Base (March ARB) in 1996 and converted to a joint use facility, with allowance for a controlled number of civilian operations using the primary runway, the County of Riverside and the Cities of Moreno Valley, Perris, and Riverside established a Joint Powers Authority (JPA) that would have land use jurisdiction over non-military areas within the former boundaries of the Base. Due to its nature as a joint-use facility, March ARB could not be State Funded/included among the airports for which new Compatibility Plans were prepared and adopted in 2004 and 2005. March ARB now remains as the only airport in the County whose AIA is subject to the criteria and policies in the 1984 Plan.

As preparation began to replace the old 1984 Plan, the JPA was able to secure a *federal* Department of Defense Office of Economic Adjustment (OEA) Community Planning Assistance Grant to prepare a draft Joint Land Use Study (JLUS) containing policies and criteria for compatible land use development around March ARB. However, the JLUS does not constitute an Airport Land Use Compatibility Plan (ALUCP) until it is adopted as such by an entity empowered to do so, namely, ALUC. ALUC also, therefore, has responsibility as a "lead agency" for the preparation of the required CEQA Environmental Impact Report (EIR) before it can adopt the JLUS as its ALUCP for March ARB, as required by the decision of the California Supreme Court in *Muzzy v. Solano*. Given the potential for the ALUCP to impose land use compatibility criteria that would differ from development allowances in the General Plans of the JPA's member cities, the preparation of an Environmental Impact Report (EIR) addressing, among other issues, the displacement of potential future residential dwelling units and potential future non-residential square footage, is an important next step toward final approval of a new Airport Land Use Plan.

In August, 2011, ALUC issued a Request for Qualifications/Request for Proposal ("RFQ/P") to secure assistance for its preparation of an EIR for the Plan. Six firms/project teams responded to the RFQ/P. The team of project reviewers included representatives from the JPA, ALUC staff, and representatives from the Planning or Community Development Departments of each of the JPA's member cities, and project funding partners. After a series of evaluations, and direct presentations from the two highest ranked vendors, the project proposal of Mead & Hunt, Inc. (teaming with ESA Airports) was selected as the most qualified to move the project forward successfully.

The cost of the EIR at \$190,000, while very competitive for this type of work, was beyond the capability of ALUC to fund alone. Over the course of the past several months, ALUC first completed contract negotiations with the selected consultant to lock in the contract amount, and then coordinated agreements with the JPA and its member cities to establish a "fair share" method of funding the preparation of the EIR.

In true public partnership, ALUC was able to reach agreement with the three cities (Riverside, Perris, Moreno Valley) and the Joint Powers Authority whereby each will contribute a 1/5th share (\$38,000) toward the preparation of the Environmental Impact Report. The remaining 1/5th share will be contributed by ALUC.

Work on the EIR is scheduled to take a minimum of twelve (12) months spanning this fiscal year and next. If there are no challenges to the EIR, ALUC will move promptly to public hearings on the EIR and new Plan, with adoption anticipated between December 2013 and April 2014. Contributions from each jurisdiction will be in two installments of \$19,000 each, one in the current fiscal year at project start, and one in the fall of FY2013-14.

The exact cost of the EIR (\$190,000) and the terms of the cost sharing agreements with JPA members could not be forecast at the time of ALUC's FY13 budget preparation. Adjustments reflecting the additional revenue and expenditures in the current year are outlined in Schedule A, attached. Revenues and costs to be incurred in FY2013-14 will be included with preparation of next year's budget due in March.

SCHEDULE A

Increase Estimated Revenues:		
22650-3130800000-769200	Contribution from Other Gov-City Government	\$ 72,000
Increase Appropriations:		
22650-3130800000-525440	Professional Services	\$ 72,000

PROFESSIONAL SERVICES AGREEMENT

**CEQA Documentation for the March Air Reserve Base/Inland Port
Airport Land Use Compatibility Plan**

between

COUNTY OF RIVERSIDE

and

MEAD & HUNT, INC.

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PROFESSIONAL SERVICES AGREEMENT

This Agreement, is made and entered into this ____ day of _____, 2012, by and between Mead and Hunt Inc. (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereafter referred to as "COUNTY").

WHEREAS, Government Code Section 31000 et. seq. authorizes the COUNTY to contract for services with a person who is trained and experienced, and who is competent to perform the services required; and

WHEREAS, as required by the California Environmental Quality Act (CEQA), the COUNTY seeks to obtain the required environmental review and documentation for the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan as necessary for its adoption by the Riverside County Airport Land Use Commission ("RCALUC"); and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto located at the following addresses:

COUNTY	Mead and Hunt, Inc.
4080 Lemon Street, 14th Floor	133 Aviation Blvd, Suite 100
Riverside, CA 92501	Santa Rosa, CA 95403

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of Environmental Impact Report preparation services will be accomplished through a MEAD AND HUNT, INC. PROJECT MANAGER and an RCALUC PROJECT MANAGER. The RCALUC PROJECT MANAGER shall be an employee of the Riverside County Transportation and Land Management Agency.

The PROJECT MANAGER for MEAD AND HUNT, INC. will be:

Kenneth A. Brody

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The PROJECT MANAGER for RCALUC will be:

Ed Cooper

CONSULTANT shall not remove Mr. Brody as MEAD AND HUNT, INC. PROJECT MANAGER without written consent of RCALUC PROJECT MANAGER. CONSULTANT shall retain Environmental Science Associates (ESA) as a SUB-CONSULTANT for portions of the Scope of Services. The ESA PROJECT MANAGER shall be Brian Grattidge. CONSULTANT shall not replace SUB-CONSULTANT nor shall SUB-CONSULTANT remove Mr. Grattidge as ESA PROJECT MANAGER without written consent of RCALUC PROJECT MANAGER.

ARTICLE II • PROJECT DEFINITION

CONSULTANT shall provide all services as outlined and specified in **APPENDIX A, Scope of Services** attached hereto and by this reference incorporated herein. CONSULTANT represents and maintains that it is skilled to perform all services, duties, and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants that it has all licenses, permits, qualifications and approvals of whatever nature is legally required to practice its profession/service. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

CONSULTANT SHALL PERFORM NO SERVICES EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

ARTICLE III • COOPERATIVE DEPARTMENTS/AGENCIES

A. Lead Department/Agency

The COUNTY’s Transportation and Land Management Agency (TLMA) is designated as the lead department acting on behalf of the COUNTY and may be working cooperatively with other COUNTY departments and/or agencies in the effort to complete PROJECT.

B. Cooperative Departments/Agencies

The cooperating departments are listed below and will hereinafter be collectively referred to as the “DEPARTMENTS”.

Riverside County Department of Information Technology



1 **C. Standards**

2 All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies,
3 procedures, manuals and standards where applicable. All deliverables are subject to review and
4 approval by TLMA and cooperating departments.

5 **ARTICLE IV • CONDITIONS**

6 **A. Notifications**

7 All notices hereunder and communications regarding interpretation of the terms of this contract and
8 changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt
9 requested, postage prepaid and addressed to the attention of the CONSULTANT PROJECT MANAGERS
10 or the RCALUC PROJECT MANAGER at the respective addresses provided on page two (2) of this
11 contract.

12 **B. Assignment**

13 CONSULTANT shall not delegate or assign any interest in this agreement, and shall not transfer any
14 interest in the same, whether by operation of law or otherwise, without prior written consent of COUNTY.

15 **C. Subcontracts**

- 16 1. No contract shall be made by the CONSULTANT with any party for furnishing any of the work or services
17 herein contained without the prior written approval of the RCALUC PROJECT MANAGER, but this
18 provision shall not require the approval of contracts of employment between the CONSULTANT and
19 personnel assigned for services thereunder, or for parties named in the proposal and agreed to under any
20 resulting contract.
- 21 2. In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this agreement,
22 CONSULTANT shall require its subcontractors to comply with the terms of this contract in the same
23 manner as required of CONSULTANT including, but not limited to: indemnification of the COUNTY;
24 requiring the same insurance of Subcontractors as required of CONSULTANT; and having
25 Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this
26 Agreement requires CONSULTANT's insurance to name RCALUC and COUNTY as Additional Insured.

27 **D. Modifications**

- 28 1. The COUNTY's Board of Supervisors and Purchasing Agent are the only authorized COUNTY



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1 representatives who may at any time, by written amendment, make alterations to the scope of this
2 contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the
3 week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in
4 the cost of, or the time required for the performance of any part of the work under this contract, an
5 equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract
6 shall be modified in writing accordingly. Any claim by the CONSULTANT for adjustment under this
7 paragraph shall be assessed within 30 days of when the CONSULTANT received notice of the alteration
8 in the work. Notwithstanding the foregoing, if the County Purchasing Agent decides that the facts provide
9 sufficient justification, he/she may receive and act upon any claim, which is asserted by the
10 CONSULTANT at any time prior to final payment under this agreement. Failure to agree to any
11 adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this
12 contract entitled 'Disputes.' However, nothing in this clause shall excuse the CONSULTANT from
13 proceeding with the contract as changed.

- 14 2. There shall be no change in the CONSULTANT PROJECT MANAGERS or key members of the
15 PROJECT team without prior written approval by the RCALUC PROJECT MANAGER.

16 **E. RCALUC Directives**

17 CONSULTANT shall receive contract and Project directions and interpretations from the RCALUC
18 PROJECT MANAGER.

19 **F. CONSULTANT Responsibilities**

- 20 1: CONSULTANT has total responsibility for the accuracy and completeness of all data, plans, specifications
21 and documents prepared and shall check all such material accordingly. The data, documents and/or
22 plans will be reviewed by RCALUC PROJECT MANAGER. The responsibility for accuracy and
23 completeness of such items remains solely that of CONSULTANT.
- 24 2. The plans, designs, estimates, calculations, findings, reports and other documents furnished in
25 accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat
26 appearance, well organized, technically and grammatically correct, checked and having the preparer and
27 checker identified. The minimum standard of appearance, organization and contents shall be of similar
28 types produced by RCALUC and COUNTY.

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- 1 3. It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform
2 the services agreed to be performed under this Agreement, and that the COUNTY relies upon the
3 CONSULTANT'S representations about its skills, experience and knowledge to perform the
4 CONSULTANT'S services in a competent manner. Acceptance by the COUNTY of the services to be
5 performed under this Agreement does not operate as a release of CONSULTANT from responsibility for
6 the work performed.
- 7 4. It is further understood and agreed that the CONSULTANT is apprised of the scope of the work to be
8 performed under this Agreement and the CONSULTANT agrees that said work can and shall be
9 performed in a fully competent manner.

10 **G. Indemnification and Defense**

- 11 1. CONSULTANT agrees to, and shall, indemnify and hold harmless the County of Riverside, its Agencies,
12 Departments, and their respective directors, officers, Board of Supervisors, elected and appointed
13 officials, employees, agents and representatives (hereinafter individually and collectively referred to as
14 "Indemnitees") from all liability, including, but not limited to, loss, suits, claims, demands, actions, or
15 proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct,
16 errors or omissions of CONSULTANT, its directors, officers, partners, employees, agents or
17 representatives or any person or organization for whom CONSULTANT is responsible, arising out of or
18 from the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action,
19 or proceeding is based on actual or alleged acts or omissions of CONSULTANT which are not
20 professional services, CONSULTANT shall indemnify Indemnitees whether or not CONSULTANT is
21 negligent.
- 22 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
23 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
24 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
25 act or omission of CONSULTANT.
- 26 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to,
27 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
28 proceedings to the extent based or alleged to be based on any act or omission of CONSULTANT arising

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1 out of or from the performance of services under this Agreement. The duty to defend applies to any
2 alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The
3 duty to defend shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether
4 or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if
5 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused
6 by the sole active negligence of Indemnitees.

7 4. The specified insurance provisions and limits required in this Agreement shall in no way limit or
8 circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party
9 claims.

10 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
11 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
12 Code Sections 2782 and 2782.8.

13 **H. Independent Contractor**

14 The CONSULTANT is, for purposes arising out of this contract, an independent contractor and shall not
15 be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONSULTANT
16 shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are
17 entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits,
18 and injury leave or other leave benefits. CONSULTANT hereby holds COUNTY harmless from any and
19 all claims that may be made against COUNTY based upon any contention by any third party that an
20 employer-employee relationship exists by reason of this agreement.

21 **I. Extra Work**

22 1. CONSULTANT shall not perform Extra Work until receiving written authorization from the RCALUC
23 PROJECT MANAGER.

24 2. In the event that RCALUC PROJECT MANAGER directs CONSULTANT to provide services constituting
25 Extra Work, COUNTY shall provide extra compensation to the CONSULTANT. Allowable compensation
26 for approved extra work will be based on the provisions of Appendix C, Rate Schedule, which is attached
27 hereto and incorporated herein by reference.

28 **J. Disputes**

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- 1 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the
2 contract, or if he considers any order, instruction, or decision of the COUNTY to be unfair, he shall
3 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same,
4 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or
5 decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within
6 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his
7 objections and reasons therefore. Except for such protests or objections as are made of record in the
8 manner specified and within the time stated herein, and except for such instances where the basis of a
9 protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for
10 protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or
11 decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,
12 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY authority.
- 13 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
14 agreement may be settled by mediation in accordance with the rules of the American Arbitration
15 Association, provided that the parties mutually agree to submit to mediation.
- 16 3. Neither the pendency of a dispute nor its consideration by mediation will excuse CONSULTANT from full
17 and timely performance in accordance with the terms of the contract.

K. Termination

- 18 1. COUNTY reserves the right to terminate this contract at COUNTY'S discretion and without cause, upon
19 thirty (30) calendar days written notice to CONSULTANT stating the effective date of termination.
- 20 2. COUNTY may, upon five (5) days written notice, terminate this agreement for CONSULTANT's default, if
21 CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress
22 so as to endanger performance and does not cure such failure within a reasonable period of time. In the
23 event of such termination, the COUNTY may proceed with the work in any manner deemed proper by
24 COUNTY.
- 25 3. After receipt of the Notice of Termination pursuant to paragraph 1 or 2 above, CONSULTANT shall:
 - 26 A.) Stop all work under this Agreement on the date specified in the Notice of Termination.
 - 27 B.) Transfer to COUNTY and deliver in the manner, and to the extent, if any, as directed by
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COUNTY, all notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents prepared by CONSULTANT in the performance of this Agreement. All such documents and materials shall be property of COUNTY. CONSULTANT may retain a copy of such documents and materials for CONSULTANT's records.

4. In the event that this Agreement is terminated, CONSULTANT is entitled to full payment for all services performed in accordance with the terms of this Agreement up to the time written notice of termination is received by CONSULTANT. Payment shall be made for services performed to date based upon the percentage ratio that the basic services performed bear to the services contracted for, less payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.
5. Notwithstanding any of the provisions of this Agreement, CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for reason outside the CONSULTANT'S control to perform the duties hereunder; or if the Agreement is terminated pursuant to Article IV-K. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.
6. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

L. Insurance

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its Agencies, Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

1. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State



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1 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with
2 limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive
3 subrogation in favor of the County of Riverside.

4 **2. Commercial General Liability:**

5 Commercial General Liability insurance coverage, including but not limited to, premises liability,
6 unmodified contractual liability, products and completed operations liability, personal and advertising
7 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S
8 performance of its obligations hereunder. Policy shall name COUNTY as Additional Insureds. Policy's
9 limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance
10 contains a general aggregate limit, it shall apply separately to this agreement or be no less than **two (2)**
11 **times** the occurrence limit.

12 **3. Vehicle Liability:**

13 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then
14 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an
15 amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a
16 general aggregate limit, it shall apply separately to this agreement or be no less than **two (2) times** the
17 occurrence limit. Policy shall name COUNTY as Additional Insureds.

18 **4. Professional Liability:**

19 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the
20 CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less
21 than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONSULTANT'S Professional
22 Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance
23 shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense
24 either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
25 Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this
26 Agreement; or, 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained
27 continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will
28 continue as long as the law allows.



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5 General Insurance Provisions:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein, and the insurance required herein is in full force and effect. **CONSULTANT shall not commence operations until COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any**

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and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.
- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants and subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to the County.
- h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

M. Conflict of Interest

CONSULTANT warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest

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1 Statement prior to, during, or after execution of this contract. CONSULTANT understands that, as a
2 condition of this contract, CONSULTANT agrees to complete the Conflict of Interest Statement when
3 requested to do so by COUNTY.

4 **1. Interest of Consultant**

5 The CONSULTANT covenants that it presently has no interest, including but not limited to, other projects
6 or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in
7 any manner or degree with the performance of services required to be performed under this contract. The
8 CONSULTANT further covenants that in the performance of this contract, no person having any such
9 interest shall be employed or retained by it under this contract.

10 **2. Conduct of Consultant**

11 **A.** The CONSULTANT agrees to inform COUNTY of all the CONSULTANT's interests, if any, which
12 are, or which the CONSULTANT believes to be, incompatible with any interest of the COUNTY .

13 **B.** The CONSULTANT shall not, under circumstances which might reasonably be interpreted as an
14 attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor
15 from individuals or organizations with whom the CONSULTANT is doing business or proposing to
16 do business, in accomplishing the work under the contract.

17 **C.** The CONSULTANT shall not use for personal gain or make other improper use of privileged
18 information, which is acquired in connection with his contract. In this connection, the term
19 'privileged information' includes, but is not limited to, unpublished information relating to
20 technological and scientific development; medical, personnel, or security records of the
21 individuals; anticipated materials requirements or pricing actions; and knowledge of selection of
22 Consultants or subcontractors in advance of official announcement.

23 **D.** The CONSULTANT or employees thereof shall not offer gifts, gratuity, favors, or entertainment
24 directly or indirectly to COUNTY employees.

25 **N. Legal Compliance**

26 1. CONSULTANT shall comply with all applicable Federal, State and local laws, statutes, ordinances, rules
27 and regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently



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1 in effect and in any manner affecting the performance of this Agreement, including, without limitation,
2 workers' compensation laws and licensing and regulations.

3 2. Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code
4 concerning the licensing of CONSULTANTS. All CONSULTANTS shall be licensed, if required, in
5 accordance with the laws of this State and any CONSULTANT not so licensed is subject to the penalties
6 imposed by such laws. CONSULTANT further represents that it has all necessary permits, approvals,
7 certificates, waivers and exemptions necessary for the provision of services hereunder and required by
8 the laws and regulations of the United States, State of California, the County of Riverside and all other
9 appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

10 3. **Air, Water Pollution Control, Safety And Health**

11 CONSULTANT shall comply with all air pollution control, water pollution, Safety and Health Ordinances
12 and statutes, which apply to the work performed pursuant to this contract, including any requirements
13 specified in state government codes.

14 4. **OSHA Regulations**

15 CONSULTANT is aware of the Occupational Safety and Health Administration (OSHA) standards and
16 codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and
17 regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance
18 therewith, if applicable.

19 5. **EDD Reporting Requirements**

20 In order to comply with child support enforcement requirements of the State of California, the County of
21 Riverside may be required to submit a Report of Independent Consultant(s) form **DE 542** to the
22 Employment Development Department. The selected Consultant agrees to furnish the required
23 Consultant data and certifications to the County of Riverside within 10 days of notification of award of
24 contract when required by the EDD.

25 It is expressly understood that this data will be transmitted to governmental agencies charged with the
26 establishment and enforcement of child support orders and for no other purposes and will be held
27 confidential by those agencies. Failure of the Consultant to timely submit the data and/or certificates



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1 required may result in contract being awarded to another Consultant. In the event a contract has been
2 issued, failure of the Consultant to comply with all federal and state reporting requirements for child
3 support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and
4 Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within
5 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

6 If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may
7 also contact your local Employment Tax Customer Service Office listed in your telephone directory in the
8 State Government section under "Employment Development Department," or you may access their
9 Internet site at www.edd.ca.gov.

10 **6. Assurances**

11 CONSULTANT will comply with COUNTY policies and procedures here applicable. In the event that the
12 policies and procedures promulgated by COUNTY are more restrictive, but not in conflict with Federal or
13 State policies and procedures, those issued by COUNTY will prevail.

14 **O. Nondiscrimination**

15 CONSULTANT shall not discriminate in the provision of services, allocation of benefits, accommodation in
16 facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed,
17 color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the
18 performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall
19 comply with the provisions of the California Fair Employment Practices Act (commencing with Section
20 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with
21 Disabilities Act of 1990 (42 U.S.C. Section 1210 et seq.).

22 **P. Review and Inspection**

23 The CONSULTANT shall provide adequate cooperation to any inspector assigned by the COUNTY to
24 permit him/her to determine the CONSULTANT's conformity with the contract and adequacy of the
25 services being provided. All inspections by the COUNTY shall be made in such a manner as to not
26 unduly interfere with CONSULTANT performance. If any services performed hereunder are not in
27 conformity with the specifications and requirements of this contract, COUNTY shall have the right to



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1 require the CONSULTANT to perform the services in conformity with said specifications and requirements
2 at no additional increase in total contract amount. In the event the CONSULTANT fails to perform the
3 services promptly or to take necessary steps to endeavor future performance of the service is in
4 conformity with specifications and requirements of the contract, COUNTY shall have the right to either:
5 (A) have the services performed in conformity with the contract specifications and charge to the
6 CONSULTANT any cost occasioned to COUNTY that is directly related to the performance of such
7 services, or (B) terminate this contract for default as provided in Article IV-K Termination. If the COUNTY
8 chooses alternative (A), COUNTY may withhold such costs from any amounts still owed to
9 CONSULTANT under this or any other contractual agreements with COUNTY.

10 **Q. Record Retention / Audits**

- 11 1. CONSULTANT shall make available, upon written request by any duly authorized Federal, State, or
12 COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to
13 certify the nature and extent of the costs of the services provided by CONSULTANT. All such books and
14 records shall be maintained by CONSULTANT for at least five years from the termination of this
15 Agreement and be available for audit by COUNTY. CONSULTANT to provide COUNTY with reports and
16 information relative to this Agreement and in accordance with terms set forth herein, as requested by
17 COUNTY.
- 18 2. the COUNTY, or any duly authorized representative thereof, shall have access to any books, records,
19 and documents of CONSULTANT that are pertinent to the contract for audits, examinations, excerpts,
20 and transactions, and copies thereof shall be furnished if requested. (Government Code Section 105320)

21 **R. Ownership of Data**

- 22 1. All data prepared by CONSULTANT under this Agreement, such as plans, drawings, magnetic media,
23 data and calculations, relative to this Agreement shall become the property of the COUNTY upon their
24 creation, except that the CONSULTANT shall have the right to retain copies of all such data for its
25 records. The COUNTY shall not be limited in any way in their use of such data at any time, provided that
26 any such use not within the purposes of this Agreement shall be at COUNTY'S sole risk, and provided
27 that the CONSULTANT shall be indemnified against any damages resulting from such use, including the
28 release of this material to third parties for a use not intended in this Agreement. If the CONSULTANT

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1 should later desire to use any of the data prepared by the CONSULTANT in connection with this Project,
2 it shall first obtain the written approval of COUNTY.

- 3 2. All work product and data to be provided by CONSULTANT shall be provided in accordance with the
4 number of copies and format noted for each task in Appendix A, Scope of Services.

5 **S. Confidentiality and Use of Data**

- 6 1. All financial, statistical, personal, technical or other data and information which is designated confidential
7 by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected
8 by CONSULTANT from unauthorized use and disclosure.
- 9 2. During the life of this contract, CONSULTANT shall not comment publicly to the press or any other media
10 regarding the contract, COUNTY actions on the same, except to COUNTY staff, CONSULTANT's own
11 personnel involved in the performance of this contract, or at public hearings, or in response to questions
12 from a Legislative committee.
- 13 3. Prior to completion of the Scope of Services outlined in this contract, CONSULTANT shall not issue any
14 news release or public relations item of any nature whatsoever regarding work performed or to be
15 performed under this contract without prior review of the contents thereof by the RCALUC PROJECT
16 MANAGER and receipt of the RCALUC PROJECT MANAGER's written permission.

17 **T. Entire Agreement**

18 This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire
19 agreement of the parties hereto with respect to its subject matter and supersedes all prior and
20 contemporaneous representations, proposals, discussions and communications, whether oral or in
21 writing. This contract may be modified only in writing and shall be enforceable in accordance with its
22 terms when signed by each of the parties hereto.

23 **ARTICLE V • PERFORMANCE**

24 **A. Performance Period**

- 25 1. CONSULTANT shall not begin work until notification to proceed by the RCALUC PROJECT MANAGER.
- 26 2. This Agreement shall be effective upon notification to proceed by the RCALUC PROJECT MANAGER
27 and shall continue in effect until Notice of Final Acceptance or no later than June 30th, 2014, unless
28 terminated as specified in Article IV-K Termination, or a Time Extension is granted per Article V-B Time

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1 Extensions.

2 3. When COUNTY determines that CONSULTANT has satisfactorily completed the Project, COUNTY shall
3 give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further
4 costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may request a
5 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants
6 as stipulated in this Agreement.

7 4. Time is of the essence in this agreement.

8 **B. Time Extensions**

9 1. Any delay in providing services required by this agreement occasioned by causes beyond the control of,
10 and not due to the fault or negligence of, the CONSULTANT shall be the reason for granting an extension
11 of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly
12 notify COUNTY in writing of the cause and of the extent of the delay, whereupon COUNTY shall
13 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the
14 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

15 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
16 intended to deny CONSULTANT its civil legal remedies in the event of a dispute.

17 **C. Reporting Progress**

18 1. As part of each invoice, CONSULTANT shall submit a progress report in accordance with RCALUC and
19 COUNTY Guidelines. Progress Reports shall indicate the progress achieved during the previous billing
20 period in relation to Appendix A, Scope of Services. Submission of such progress report by
21 CONSULTANT shall be a condition precedent to receipt of payment from COUNTY for each invoice
22 submitted.

23 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY and
24 CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT's work
25 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.
26 CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

27 **D. Waiver of Default**

28 Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be



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1 construed to be a waiver of any subsequent or other breach of the same or of any other term hereof.
2 Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this
3 agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY
4 from enforcement hereof.

5 **E. Governing Law; Jurisdiction; Severability**

6 This Agreement and its construction and interpretation as to validity, performance and breach shall be
7 construed under the laws of the State of California. Any legal action related to this Agreement shall be
8 filed in the appropriate state court of California located in Riverside, California. In the event any provision
9 in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the
10 remaining provisions will nevertheless continue in full force without being impaired or invalidated in any
11 way.

12 **F. Force Majeure**

13 In the event CONSULTANT is unable to comply with any provision of this agreement due to causes
14 beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT
15 shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply
16 with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war,
17 civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to
18 comply.

19 **ARTICLE VI • COMPENSATION**

20 **A. Work Authorization**

21 CONSULTANT shall not commence performance of any work or PROJECT services until this contract
22 has been approved by COUNTY and notification to proceed is issued as set forth under Article V.
23 hereinabove. No payment will be made for any work performed prior to approval of this contract.

24 **B. Basis of Compensation**

- 25 1. Services as provided under this agreement as described in Appendix A, Scope of Services, shall be
26 compensated for as defined in Appendix B, Budget, which is attached hereto and incorporated herein by
27 reference. The total amount of the Contract is estimated to be \$165,080, with an additional contingency

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1 of \$24,800. The contingency shall be subject to the provisions for authorizing Extra Work as detailed
2 further. The total amount of the Contract shall not exceed \$189,880. No additional compensation for
3 Extra Work will be paid except upon the issuance of an Extra Work letter by COUNTY.

4 2. Prior authorization, in writing, by the RCALUC PROJECT MANAGER will be required before
5 CONSULTANT enters into any Extra Work.

6 3. In the event of errors or omissions in the Services, CONSULTANT shall perform the necessary
7 CONSULTANT services required to correct such errors and omissions without additional charge to
8 COUNTY.

9 **C. Progress Payments**

10 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONSULTANT
11 within fifteen (15) days from the last day of each calendar month, and COUNTY shall endeavor to pay the
12 invoice within thirty (30) days from the date of receipt of the invoice and as required in Appendix C, Article
13 CII, Invoicing.

14 **D. Disallowance**

15 In the event the CONSULTANT receives payment for services under this contract which is later
16 disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONSULTANT
17 shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY
18 may offset the amount disallowed from any payment due to the CONSULTANT under any contract with
19 COUNTY.

20 **E. Availability of Funding**

21 This Contract is funded, in part, by County General Funds. The COUNTY obligation for payment of any
22 contract beyond the end of each fiscal year end (June 30) is contingent upon the availability of funding
23 from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment
24 beyond June 30 of the calendar year unless funds are made available for such performance. In the event
25 that such funds are not forthcoming for any reason, the RCALUC PROJECT MANAGER shall
26 immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no
27 further force and effect immediately on receipt of said notification by CONSULTANT.

28 // // // //

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ARTICLE VII • APPROVALS

COUNTY

By: _____ Dated: _____

Chairman of the Board of Supervisors

ATTEST:

Print Name:

Clerk to the Board of Supervisors

By: _____ Dated: _____

Deputy

Approved as to form:

B.T.M.
County Counsel, Deputy
12/6/12

CONSULTANT Approvals

CONSULTANT:

Jon J. Faulconer Dated: 10/30/12

(Corporate Officer) Jon J. Faulconer

TITLE Vice President



Anthony Tezla Dated: 10/30/12

NAME (Corporate Officer) ANTHONY TEZLA

TITLE VICE PRESIDENT



APPENDIX A • SCOPE OF SERVICES

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A. PROJECT INTRODUCTION

The March Joint Powers Authority has submitted the Joint Land Use Study (JLUS) to the Riverside County Airport Land Use Commission (ALUC) for adoption and use as the airport land use compatibility plan for the March Air Reserve Base/Inland Port (ARB/IP). As part of its consideration of the JLUS for this purpose, the Riverside County ALUC has undertaken a review of the JLUS. Subject to any modifications that it deems appropriate, the ALUC will adopt the applicable portions of the JLUS as the airport land use compatibility plan for the March ARB/IP (Proposed Compatibility Plan). A programmatic EIR is required to analyze the impacts of the implementation of the Proposed Compatibility Plan. Specialist support is needed to assess the potential environmental impacts of the Proposed Compatibility Plan.

B. PROJECT TIMEFRAME

This agreement is expected to take between twelve (12) months and eighteen (18) months to complete; this contract is structured to complete the work within the required timeframes, but in no case longer than twelve (12) months as shown below, unless a Time Extension is granted.

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		No. of Months	1	2	3	4	5	6	7	8	9	10	11	12
Element 1: Project Management														
1.1	Project Administration	*	*	*	*	*	*	*	*	*	*	*	*	*
1.2	Scope Refinement (scope, budget and schedule)													
Element 2: Notice of Preparation														
2.1	Initial Study (IS)													
2.2	Notice of Preparation (NOP)													
2.3	CEQA Scoping Meeting (1 Trip)			M1										
Element 3: Technical Studies/Special Analyses for EIR														
3.1	Displacement Analyses													
3.2	F-15 Aircraft Noise Analysis													
Element 4: Preparation of Administrative Draft EIR														
4.1	Administrative Draft EIR													
Element 5: Preparation of Draft EIR														
5.1	Draft EIR													
5.2	Stakeholder Outreach Meetings			M2									M2	M2
Element 6: Response to Public Comments and Final EIR														
6.1	Response to Public Comments													
6.2	Final EIR													
Element 7: Adoption Hearings														
7.1	Public Hearing Meetings (2 Trips)												M3	M4
M1 Meeting to occur during 30-day review period of the NOP/IS. M2 Meetings (up to 4) to occur on same day as scoping meeting (Task 2.3) and/or ALUC hearings (Task 7.1) or by telephone M3 Public Hearing M4 Public Hearing														

ARTICLE AII • SERVICES TO BE PROVIDED

A. PROJECT SCOPE

The project team—Mead & Hunt (M&H) together with Environmental Science Associates (ESA)—will assist the Riverside County Airport Land Use Commission (ALUC) with preparation of California Environmental Quality Act (CEQA) documentation to enable ALUC adoption of an Airport Land Use Compatibility Plan (ALUCP) for March Air Reserve Base/Inland Port (March ARB/IP).

////

Element 1: Project Management

Task 1.1 Project Administration

M&H will provide project management and coordination services for the completion of the work. Each month, along with an invoice, M&H will provide a status report describing the work accomplished during the preceding month, the tasks that are pending completion in the following month, and any major work scope issues or problems that may be encountered.

1 The project team will also meet telephonically with ALUC staff at regular intervals in order to discuss project
2 milestones, key concerns, and other important items associated with the project. In total, this scope of work and
3 cost estimate provides for up to ten (10) one-hour conference calls over the course of the project (12 months).
4 This does not preclude the opportunity for ALUC staff to contact the project team on matters related to the project,
5 but is only intended to encapsulate an estimate of necessary, project milestone discussions.

6 *Deliverables*

- 7 • Project team coordination including up to ten (10) one-hour telephonic conference calls with ALUC staff.
- 8 • Project management including preparation of monthly invoices and status reports for the project duration
9 (12 months).

10 **Task 1.2 Scope Refinement**

11 This task includes finalization of the scope of work, schedule, and budget at the outset of the project and
12 monitoring of the need to adjust these items to meet conditions that may arise during the course of the study.

13 *Deliverables*

- 14 • Final scope, budget and schedule.

15 **Element 2: Notice of Preparation**

16 **Task 2.1 Initial Study (IS)**

17 This task includes preparation of an Initial Study (IS) as well as preparation for and attendance at a public scoping
18 meeting. The purpose of the IS is to weed out those environmental resources topics that will not be affected by
19 the adoption of the ALUCP. The preparation of a scoping IS will focus the EIR's analysis to those resource areas
20 that may be affected by the project. It also will bolster the administrative record in order to demonstrate that the
21 ALUC performed its environmental due diligence prior to adoption of the ALUCP.

22 The IS will include a description of the project and its objectives. This description will:

- 23 • List the specific goals and objectives of the project;
- 24 • Identify the project location;
- 25 • Identify all of the specific project components associated with the proposed project;
- 26 • Describe the existing conditions and historic uses of the March ARB/IP and surrounding area;
- 27 • List the agencies that are expected to use the report; and
- 28 • Identify the proposed entitlements, permits, and local governmental actions necessary to implement the
29 project.

1 M&H/ESA will provide an electronic administrative draft copy of the IS for ALUC staff review, then will make
2 necessary revisions prior to preparing and distributing the public version.

3 *Deliverables*

- 4 • Three (3) hard copies of the administrative draft IS for ALUC staff review and comment.
- 5 • One (1) electronic (CD) copy and up to fifteen (15) hard copies of the IS for public circulation.

6 *Assumptions*

- 7 • Preparation of the IS will enable a majority of the environmental resource topics covered under Appendix
8 G of the CEQA Guidelines to be eliminated from analysis in the EIR; the EIR will focus on Land Use and
9 • Land Use Planning, Population and Housing, and Mandatory Findings of Significance (Growth
10 Inducement).
- 11 • ALUC staff will provide a single, consolidated set of comments on the ADEIR within a reasonable
12 timeframe.

13 **Task 2.2 Notice of Preparation (NOP)**

14 This task includes preparation of the NOP itself. The NOP is typically a single cover page attached to the IS.
15 The NOP will contain all the necessary information on the scoping meeting, including time, date, and location so
16 that the public may be made fully aware of the project. M&H/ESA will distribute the NOP/IS to affected agencies
17 and other key stakeholders. The project team will coordinate with the ALUC staff to develop the distribution list.
18 The project team also will deliver necessary copies of the NOP/IS to the State Clearinghouse and provide ALUC
19 staff with a date-stamped copy of the receipt of the NOP from the Clearinghouse.

20 M&H/ESA will provide an electronic administrative draft copy of the NOP for ALUC staff review, then will make
21 necessary revisions prior to preparing and distributing the public version.

22 *Deliverables*

- 23 • Three (3) hard copies of the administrative draft NOP for ALUC staff review and comment.
- 24 • One (1) electronic (CD) copy and up to fifteen (15) hard copies of the NOP for public circulation.

25 **Task 2.3 CEQA Scoping Meeting**

26 A CEQA scoping meeting is included in this task. This meeting would be held during the 30-day review period
27 of the NOP/IS. The scoping meeting will be intended and structured to provide outreach and information on the
28 project to the community, as well as provide an open forum for the public to voice their questions and concerns.

29 *Deliverables*

- Participation in a CEQA scoping meeting by two project team staff.

Element 3: Technical Studies/Special Analysis for EIR

- **Task 3.1 Displacement Analyses**

- In this task, M&H/ESA will assess the potential impacts associated with causing the movement of proposed residential and nonresidential development to areas not previously considered by local land use plans or their associated environmental documents. The displacement analysis will be conducted for each jurisdiction (March JPA, County of Riverside, and Cities of Moreno Valley, Perris, and Riverside) and will quantify the extent of future development that would be displaced if the draft ALUCP criteria were implemented. Displacement will be measured in terms of residential units and nonresidential square footage. The displacement analysis will include the following subtasks:

- **3.1.1 Data Verification and Compilation:** At the onset of the project, the project team will compile a solid foundation of information regarding the land uses that surround the March ARB/IP. This task will include verification of the land use information summarized in the draft ALUCP as presented in the JLUS. If the land use information proves to be outdated, the project team will obtain new land use data including adopted and draft general plans, specific plans and GIS land use mapping data. The affected agencies to be contacted include: March JPA, Riverside County and the Cities of Moreno Valley, Perris and Riverside. The project team will provide ALUC staff with an electronic copy of the data inventory matrix for its files. Based on preliminary reconnaissance, below is a brief summary of the status of adopted and draft land use plans as well as an estimate of the work effort entailed to obtain complete GIS land use data.

- **March JPA:** The Meridian Specific Plan has been amended. Availability of land use data in GIS format is uncertain. The land use data is anticipated to be available in a digital format (e.g., AutoCAD). Moderate work is expected to coordinate receipt of GIS-ready land use data. If necessary, M&H will convert the land use data into a GIS format and utilize the contingency budget to do so. No draft land use plans currently exist.

- **Riverside County:** A general plan update is just beginning, but is not anticipated to be sufficiently far along to need to be taken into account in the EIR. GIS data is available for the current general plan and any specific plans that fall within the study area.

- **Moreno Valley:** A new land use map exists. Data is available in GIS format. There are no draft plans in

1 the planning process. Minor coordination is expected to obtain GIS land use data.

- 2 • Perris: A new Specific Plan (Commerce Center Specific Plan) will be adopted early January 2012. The
3 land use data is not currently available in GIS format. The City has offered to try to coordinate project
4 schedules so that basic GIS land use data is available for this EIR effort. Moderate coordination is
5 anticipated to obtain pertinent GIS-ready land use data.
- 6 • Riverside: There are two new Specific Plans in Zone E. All land use data is available in GIS format.
- 7 • Minor coordination is expected to obtain GIS land use data.
- 8 • **3.1.2 Define Study Parameters:** Prior to initiating the displacement analysis, the project team will work
9 with ALUC staff to define a set of rules that will be followed when conducting the displacement analysis.
- 10 • To gain input and direction from ALUC staff, the project team will prepare a technical memorandum
11 outlining the preliminary study parameters, including:
 - 12 ○ Qualifications for what is included and excluded from the analysis
 - 13 ○ Thresholds for determining level of significance
 - 14 ○ Level of detail to be documented (i.e., displacement results to be tallied by land use type)
 - 15 ○ Handling situations where the proposed ALUCP zones are smaller than the current compatibility
16 zones, thereby, having the potential to induce growth in areas not previously addressed by a local
17 agency's general plan EIR
- 18 • **3.1.3 Conduct Displacement Analyses and Analyze Alternatives:** The project team will conduct up to
19 three (3) displacement alternatives per jurisdiction. The first displacement analysis will assess the
20 potential displacement of future development based on the basic compatibility criteria established in the
21 draft ALUCP provided in the JLUS. The JLUS also establishes site-specific exemptions for four
22 development projects near March ARB/IP having received or are expected to receive entitlements in the
23 form of Development Agreements or Disposition and Development Agreements. To account for these
24 special exceptions, the second displacement analysis will assess the potential displacement of future
25 development based on the special criteria established for these site-specific exemption areas.
- 26 • Additionally, the project team will evaluate one additional alternative. See Task 4 for potential alternatives
27 to be analyzed.
- 28 • **3.1.4 Summarize Displacement Impacts:** The project team will clearly and succinctly indicate whether
29 implementing the draft ALUCP criteria would restrict the density or intensity of planned land uses in the

1 vicinity of March ARB/IP. The displacement results will quantify the amount of future housing and
2 nonresidential development that would be displaced to other areas of the airport environs or beyond the
3 influence area boundaries. The degree to which the displacement would be significant will also be noted.

- 4 • The project team will provide ALUC staff with a technical memorandum, including tables and maps,
5 describing the displacement methodology, analysis, and results. Documentation of the alternatives
6 analyzed will also be provided.

7 *Deliverables*

- 8 • Land Use Data Source Matrix
- 9 • Technical memorandum establishing preliminary study parameters
- 10 • Technical memorandum summarizing displacement results

11 *Assumptions*

- 12 • Land use mapping data assumed to be complete and readily available in GIS format. Digitization or
13 manipulation of land use maps is not included in the cost estimates.
- 14 • The outcome of the displacement analysis may require changes to the draft ALUCP. Such circumstances
15 will require use of the contingency budget.
- 16 • Budget assumes displacement results to be provided for land use types, not by parcel.
- 17 • Budget assumes that analysis of alternatives will focus on modifications to the criteria, not changes to the
18 compatibility zone boundaries.

19 **Task 3.2 F-15 Aircraft Noise Analysis**

20 The project team will provide an analysis of the effects proposed replacement of the F-16 aircraft with the F-15
21 aircraft will have on the Community Noise Equivalent Level (CNEL) contours in the March Air Reserve Base Joint
22 Land Use Study that served as the basis for the draft ALUCP.

- 23 • **3.2.1 Prepare March ARB CNEL Contours with F-15s:** The project team will prepare the 60-75 dB
24 CNEL contours (in 5 dB increments) with the F-15s added and the F-16s removed using the US Air
25 Force's NOISEMAP Version 7.357. A graphic will be prepared comparing the CNEL contours in the Draft
26 ALUCP as provided in the JLUS with CNEL contours with the F-15 aircraft operating at March ARB. The
27 CNEL contours will be graphically depicted on a recent aerial photo or land use base map. The Draft
28 ALUCP compatibility zones as depicted in the JLUS also will be depicted for reference.
- 29 • **3.2.2 Technical Memorandum:** The project team will prepare a technical memorandum describing the

1 With F-15 CNEL contour development process, the data used in the modeling effort, and the identification
2 of any new areas outside of the CNEL Contours in the JLUS. The memorandum will also discuss
3 potential implications to the compatible zones in the Draft ALUCP. An electronic copy (i.e., PDF) of the
4 draft technical memorandum will be submitted to the County for review. Following receipt of a
5 consolidated set of comments on the draft technical memorandum from ALUC staff, an electronic copy of
6 the final technical memorandum will be prepared and submitted.

7 *Deliverables*

- 8 • Noise comparison map
- 9 • Technical memorandum summarizing noise analysis

10 *Assumptions*

- 11 • Data regarding expected F-15 activity will be available from March JPA or the U.S. Air Force.

12 The outcome of the noise analyses may require changes to the compatibility zones in the Draft JLUS.

13 This work effort will require use of the contingency budget.

14 **Element 4: Preparation of Administrative Draft EIR**

15 **Task 4.1 Administrative Draft EIR (ADEIR)**

16 The project team will prepare and submit an administrative draft EIR (ADEIR) assessing the environmental
17 impacts of the project, based on the analysis of the scoping IS and the results of the displacement analysis, as
18 well as any information provided during the NOP process.

19 **EIR Content**

20 In order to prepare an EIR that meets the needs and requirements of CEQA, the ADEIR will include the following:

- 21 • **Executive Summary.** This section will provide a summary of the entire EIR and include: a discussion of
22 the project's objectives; a description of the project; a summary of the environmental setting, impacts, and
23 mitigation measures; and a discussion of alternatives considered, areas of controversy, and issues
24 remaining to be resolved.
- 25 • **Introduction.** This section will contain a brief project description, the prior history of the project, and an
26 overview of the EIR process.
- 27 • **Project Description.** This section will include a description of the project, its location, a statement of the
28 project objectives, any responsible agencies who may rely upon the EIR, and a list of permits and other
29 approvals required to implement the project.

CEQA Documentation for the March ARB/IP Airport Land Use Compatibility Plan

- 1 • **Setting.** The setting sections will provide sufficient background information to characterize the existing
2 environmental baseline under each topic area. The setting sections will typically include information on
3 the regulatory background for the particular resource.
- 4 • **Impacts and Mitigation Measures.** This section of the ADEIR will present an objective evaluation of the
5 impacts of the project. In addition, measures to mitigate adverse impacts will be identified. A discussion of
6 the issues and tasks associated with each environmental topic is presented below after this description of
7 the ADEIR.
- 8 • **Alternatives Analysis.** The project team will include up to three alternatives in the ADEIR. These
9 alternatives will include a No Project Alternative and one or two alternatives that would modify the JLUS-
10 recommended ALUCP. The number of alternatives will be decided in Task 3.1. As indicated in the Task
11 3.1 description, one alternative is expected to be elimination of the grandfather/exception sites. The
12 second alternative could be one designed to allow a greater amount of new development, thus reducing
13 the displacement impacts that would be associated with the ALUCP adoption.
- 14 • **Statutory Sections.** The ADEIR will also include all statutory sections required by CEQA. Of importance
15 for these sections is the analysis of growth inducement associated with the project and the cumulative
16 impact analysis.

17 **Technical Issues to be Addressed in the EIR**

18 The ADEIR will analyze the items identified in the IS as potentially significant as well as other substantial items
19 raised during the scoping process. The level of detail will be commensurate with the presence of a particular
20 resource and its potential to be affected by adoption of the draft ALUCP. As such, the project team assumes that
21 most resources topics will be scoped out during the scoping process. The project team will also rely on the
22 displacement analysis, as well as other available data, to the greatest extent practicable to present clear and
23 concise discussions that fulfill the requirements of the *CEQA Guidelines*.

24 The EIR will focus on the significant environmental effects of the proposed project identified during the scoping
25 process (per CEQA Guidelines Sec. 15126.2). This scope of work assumes that, at a minimum, the following
26 resource areas will be of primary concern:

- 27 • **4.1.1 Land Use and Planning.** The draft ALUCP presented in the JLUS identifies the boundaries of the
28 proposed airport influence area (AIA) for March ARB/IP; within these boundaries are four local
29 jurisdictions—the County of Riverside and the cities of Riverside, Moreno Valley, and Perris—as well as

CEQA Documentation for the March ARB/IP Airport Land Use Compatibility Plan

1 lands controlled directly by the March JPA. Policies set forth in the draft ALUCP are focused on limiting
2 and guiding the type of development that occurs in the vicinity of March ARB/IP. Such policies include
3 those that can limit the intensity of nonresidential development, limit the density of residences on a
4 dwelling unit per acre basis, require other types of conditions on land use, or outright prohibit the
5 development of some land use types within portions of the AIA.

- 6 • Analysis of potential land use impacts shall include a detailed evaluation and comparison of local agency
7 land use plans and zoning ordinance with the ALUCP policies recommended in the JLUS. The EIR
8 analysis will expand upon the initial evaluation performed in the JLUS which identified potential conflicts
9 in some portions of the AIA.
- 10 • **4.1.2 Population and Housing.** Depending on the outcome of the displacement analysis performed
11 under Task 3.1, adoption of the ALUCP has the potential to affect the location of housing that has already
12 been planned by local jurisdictions within the March ARB/IP AIA. The shifting of proposed housing to
13 other locations not previously considered for development, or considered for different kinds of
14 development, may result in environmental impacts associated with the inducement of population growth
15 or the construction of housing.
- 16 • The EIR will identify residential and nonresidential development proposed in each jurisdiction's general
17 plan and analyze the project's potential for causing reduction or elimination of this development potential.
- 18 • The analysis will determine potential impacts associated with causing the movement of proposed
19 residential development to areas not previously considered by local land use plans or their associated
20 environmental documents.
- 21 • **4.1.3 Other EIR Sections including Mandatory Findings of Significance:** CEQA requires an analysis
22 of the ways in which the proposed project could foster economic or population growth, or the construction
23 of additional housing, either directly or indirectly, in the surrounding environment (*CEQA Guidelines*
24 §15126.2(d)). Under certain limited circumstances, an ALUCP could have a growth-inducing effect. If the
25 updated plan relaxes development restrictions in an area and the relevant general plan supports those
26 higher development levels, the adoption of the new ALUCP could be seen as removing a barrier to
27 growth. It must not be assumed that growth in any area is necessarily beneficial, detrimental, or of little
28 significance to the environment.

29 CEQA also requires that the impact analyses consider not only the effects of the project, but the effects of

1 the project when considered with other past, present, and reasonably foreseeable projects. For a project
2 of this nature—adoption of an ALUCP—other cumulative projects would include other regional planning
3 efforts that may somehow interact with the compatibility plan (a new specific plan, or a general plan
4 update, for example).

5 *Deliverables*

- 6 • Three (3) hard copies of the ADEIR for ALUC staff review and comment.

7 *Assumptions*

- 8 • Other environmental topics covered in Appendix G of the CEQA Guidelines are expected to be scoped
9 out during the IS/NOP process (Element 2). The EIR would only need to provide extensive analysis on
10 potential Land Use and Planning and Population and Housing Impacts, as well as Mandatory Findings of
11 Significance (e.g., cumulative impacts).
- 12 • ALUC staff shall provide a single, consolidated set of comments on the ADEIR within a reasonable
13 timeframe.

14 **Element 5: Preparation of Draft EIR**

15 **Task 5.1 Draft EIR (DEIR)**

16 Upon receipt of a single set of consolidated comments on the ADEIR, the project team will prepare the draft EIR
17 (DEIR) for public distribution. The project team will prepare and submit an electronic screen check copy of the
18 DEIR to ALUC staff for review prior to public distribution. Once the ALUC staff has completed its final review of
19 the DEIR, the project team will deliver the DEIR and Notice of Completion (NOC) to the State Clearinghouse.
20 CDs containing an electronic (PDF) copy of the DEIR will be provided to ALUC staff for inclusion in the ALUC
21 website and other distribution as appropriate.

22 *Deliverables*

- 23 • Three (3) display boards for the public workshop.
- 24 • Fifteen (15) bound copies and fifteen (15) electronic (CD) copies of the DEIR for ALUC staff.
- 25 • Fifteen (15) hard copies of the executive summary and fifteen (15) electronic (CD) copies of the DEIR will
26 be delivered to the State Clearinghouse.

27 *Assumptions*

- 28 • ALUC staff will provide a single, consolidated set of comments on the DEIR within a reasonable
29 timeframe. Resolving contradicting comments will be a collaborative effort with input from the project team

1 and ALUC staff.

2 **Task 5.2 Stakeholder Outreach**

3 The purpose of these meetings is to engage the community and provide outreach regarding the purpose of the
4 EIR process, and how that process relates to the underlying ALUCP update process. The project team will
5 participate in up to four (4) one-hour stakeholder meetings. The budgets for these meetings assume that they will
6 be scheduled to be concurrent with or on the same day as the scoping meeting (Task 2.3) and/or ALUC hearings
7 (Task 7.1). Project team participation via telephone may be an option for these meetings depending upon the
8 topics to be covered. If ALUC staff determines that a special trip is required to conduct the stakeholder
9 meeting(s), the contingency budget will be utilized.

10 *Deliverables*

11 Participation by two project team staff in four (4) one-hour stakeholder meetings.

12 *Assumptions*

- 13 • In-person meetings to be scheduled concurrent with or on the same day as other trips covered by this
14 scope of work.
15 • ALUC staff is responsible for arranging rooms and noticing.

16 **Element 6: Response to Public Comments and Final EIR**

17 **Task 6.1 Response to Public Comments**

18 Upon completion of the 45-day DEIR public comment period, the project team will respond to public comments
19 received on the DEIR. The team will meet with ALUC staff via conference call to discuss the comments received
20 on the DEIR and the strategy for responding to those comments. This scope assumes that additional technical
21 work will not be required as a result of comments received during the DEIR public review period.

22 **Task 6.2 Final EIR**

23 The project team will incorporate the responses to public comments into the administrative final EIR (AFEIR).
24 Upon receipt of a single set of consolidated comments on the AFEIR, the project team will prepare the Final EIR
25 (FEIR). The FEIR will consist of:

- 26 • Introduction and project summary.
27 • A list of all persons, organizations, and public agencies commenting on the DEIR.
28 • Copies of all written comments received on the DEIR.
29 • Summary minutes of verbal comments received on the DEIR.

- Responses to all significant environmental issues raised in the comments.
- Revisions to the DEIR

Deliverables

- Three (3) hard copies of the AFEIR for ALUC staff review and comment.
- Fifteen (15) bound copies and fifteen (15) CDs (including all word processing and graphic files) of the FEIR.

Assumptions

- Comments on the DEIR will not require new environmental analysis.
- ALUC staff shall provide a single, consolidated set of comments on the AFEIR within a reasonable timeframe.
- Any proposed revisions to the draft ALUCP as a result of the EIR effort will be minor in nature. Major rewriting of the draft ALUCP or preparation of new maps will be covered under the contingency task.

Element 7: Adoption Hearings

Task 7.1 Public Hearing Meetings

Once the project team has prepared the FEIR and the ALUC staff has accepted the final document, the FEIR will be prepared for circulation and adoption per Task 6.2 above. The project manager and deputy project manager shall attend the adoption hearings before the Riverside County ALUC. As the RFQ indicated that there might be multiple hearings involved in this process, this scope of work and cost estimate assumes the team's involvement in up to two hearings before the ALUC. The project team will prepare necessary materials for the hearings including display boards, handouts, and any other items deemed necessary by the ALUC staff for the adoption hearing(s).

Deliverables

- Participation by the team project manager and deputy project manager in up to two (2) hearings before the Riverside County ALUC and one (1) stakeholder meeting as part of the adoption process.
- Preparation of materials (e.g., display boards, handouts, etc.) in support of the adoption hearing(s).

Assumptions

Additional hearings will require use of the contingency budget, if available.

Element 8: Contingency Tasks

Issues may arise that cannot be foreseen at the outset of the work. This contingency budget will enable any

CEQA Documentation for the March ARB/IP Airport Land Use Compatibility Plan

1 necessary extra work to be accomplished without formal amendment to the contract. Work on this task would be
2 done on a time-and-expense basis with the budget used only if needed and authorized by ALUC staff.

3 Contingency tasks may include:

- 4 • Additional time required to obtain or create pertinent GIS-ready land use data
- 5 • Assessing additional alternatives (activity forecasts, displacement analyses)
- 6 • Making changes to the draft ALUCP (zones, policies or criteria)
- 7 • Attending meetings not covered by this scope of work
- 8 • Additional technical work to respond to public comments
- 9 • Printing extra document copies
- 10 • Other tasks as assigned by ALUC staff

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APPENDIX B • PROJECT BUDGET

The CONSULTANT shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Project Budget*:

Budget Summary	Mead & Hunt	ESA	Task Total
Element 1: Project Management	\$15,490	\$5,975	\$21,465
Element 2: Notice of Preparation	\$8,445	\$15,308	\$23,753
Element 3: Technical Studies/Special Analyses for EIR	\$36,255	\$12,426	\$48,681
Element 4: Preparation of Administrative Draft EIR	\$4,670	\$26,540	\$31,210
Element 5: Preparation of Draft EIR	\$5,730	\$8,464	\$14,194
Element 6: Response to Public Comments and Final EIR	\$5,440	\$8,090	\$13,530
Element 7: Adoption Hearings	\$7,265	\$4,982	\$12,247
PROJECT TOTAL	\$83,295	\$81,785	\$165,080
Element 8: Contingency (~15% of Project Total)			\$24,800
TOTAL COST:			\$189,880

*The costs of the various tasks as set forth in the Project Budget are estimates for budgetary purposes and shall not limit CONSULTANT'S reimbursement as provided by this Agreement. However, in no case shall the total of such reimbursement exceed \$165,080 except for specifically designated Extra Work as budgeted in Element 8: Contingency.

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APPENDIX C • ARTICLE CI • INCLUSIVE HOURLY RATES

1 Satisfactory performance and completion of the Scope of Services under this Agreement shall be compensated
2 based upon Monthly Progress Billings. COUNTY will reimburse CONSULTANT based solely on
3 CONSULTANT'S labor hours. Said reimbursement shall be set at rates inclusive of any and all CONSULTANT
4 expenses. Accordingly, COUNTY will reimburse CONSULTANT for labor hours at the following inclusive rates:

5 **Mead & Hunt**

ESA

6 Principal: \$275

National Director: \$247

7 Senior Project Planner: \$220

Senior Planner: \$187

8 Senior Planner: \$175

Managing Associate: \$162

9 Planner II: \$145

Airport Technician: \$137

10 Senior Technician: \$175

Technical Support: \$112

11 Senior Editor: \$145

Administrative Assistant: \$117

12 Administrative Assistant: \$90

13 These rates are in effect for the entire duration of the contract and may not be changed.

14 **ARTICLE CII • INVOICING**

15 CONSULTANT shall submit invoices in accordance with the ARTICLE VI • COMPENSATION of this Agreement
16 and with the following requirements:

- 17 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise
18 agreed in writing by the COUNTY PROJECT MANAGER.
- 19 2. CONSULTANT billing must be submitted to the County within fifteen (15) calendar days following
20 each month's end.
- 21 3. The invoice will: (a) be consecutively numbered each month with a unique invoice number dedicated
22 to this project; display (b) a list of all employees billing to the project; (c) their hourly rate; (d) subtotals
23 of cost by employee; (e) all other charges identified and subtotaled; and (f) a Total Cost of Services
24 for the identified month.
- 25 4. Invoicing for all EXTRA WORK will be billed SEPARATELY, must be accompanied by substantiating
26 CONSULTANT documentation of the work performed, and accompanied by the COUNTY PROJECT
27 MANAGER'S signed authorization letter for the EXTRA WORK.

**REIMBURSEMENT AGREEMENT BY AND BETWEEN
RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION,
CITY OF RIVERSIDE, CITY OF MORENO VALLEY, CITY OF PERRIS AND MARCH JOINT POWERS
AUTHORITY
FOR
PREPARATION OF ENVIRONMENTAL IMPACT REPORT AND RELATED ENVIRONMENTAL STUDIES IN
SUPPORT OF COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR
REVIEW OF MARCH AIR RESERVE BASE LAND USE COMPATIBILITY PLAN**

This Agreement is entered into this 28th day of August, 2012, by and between the Riverside County Airport Land Use Commission, (hereinafter "RCALUC"), the City of Riverside (hereinafter "RIVERSIDE"), the City of Moreno Valley (hereinafter "MORENO VALLEY"), the City of Perris (hereinafter "PERRIS") and the March Joint Powers Authority, (hereinafter "MARCH JPA") for the provision of certain environmental services that need to be performed in connection with the adoption and implementation of the proposed March Air Reserve Base Land Use Compatibility Plan located within the jurisdictional boundaries of the RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA. The RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

RECITALS

- A. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA have cooperated on the provision of certain environmental services that need to be performed in connection with the adoption and implementation of the proposed March Air Reserve Base Land Use Compatibility Plan that provides benefits to the residents in the western portion of Riverside County. The environmental services consist of the preparation of an Environmental Impact Report ("EIR") to analyze the impacts associated with the adoption and implementation of the proposed March Air Reserve Base Land Use Compatibility Plan, which will also include the preparation of a displacement study to support the analysis in the EIR as well as assistance with public hearings and meetings, hereinafter referred to as "PROJECT". The location of PROJECT is shown in Exhibit "A".
- B. The PROJECT is within the jurisdictional boundaries of the RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA, as shown in Exhibit "A".

1 C. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to cooperate and jointly
2 participate in implementing and funding the PROJECT.

3 D. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to have one agency take the
4 lead role in the development and implementation of the PROJECT to coordinate the environmental services
5 and to reduce overall costs.

6 E. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA have designated RCALUC as the
7 lead agency for the PROJECT and RCALUC will therefore provide the administrative, technical, managerial,
8 and support services necessary to develop and implement the PROJECT.

9 F. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to define herein the terms and
10 conditions under which said PROJECT is to be administered, prepared, coordinated, managed and financed.

11 **AGREEMENT**

12 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as
13 follows:

14 **SECTION 1 • RCALUC AGREES:**

- 15 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
16 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein.
- 17 2. To act as the Lead Agency for the purposes of the California Environmental Quality Act (hereinafter "CEQA")
18 in carrying out the services necessary to develop and implement the PROJECT.
- 19 3. To analyze the environmental impacts of the proposed March Air Reserve Base Land Use Compatibility Plan
20 within the PROJECT area.
- 21 4. Prepare a draft Environmental Impact Report pursuant to CEQA, which will programmatically outline the
22 environmental impacts of the March Air Reserve Base Land Use Compatibility Plan.
- 23 5. To conduct the potential development displacement studies necessary to complete the EIR component of the
24 PROJECT.
- 25 6. To assemble a team of sub-consultants, if necessary, (to be identified in the bid packet prepared by
26 RCALUC) that are qualified to conduct other necessary technical studies for CEQA adequacy.
- 27 7. To provide RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA a 30-day voluntary comment
28 opportunity on the draft EIR. Said voluntary comment opportunity will be provided by RCALUC prior to the
29 commencement of the public review period applicable to the draft EIR pursuant to the requirements of CEQA.

1 RCALUC shall be under no obligation to respond to any such voluntary comments that are made nor to make
2 any changes to the aforementioned draft EIR as a result of such comments.

3 8. To prepare the final EIR and assist staff with public hearings for the March Air Reserve Base Land Use
4 Compatibility Plan.

5 9. To provide separate accounting for RIVERSIDE's, MORENO VALLEY's, PERRIS' and MARCH JPA's share
6 of the PROJECT costs.

7 10. To furnish RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA with a final reconciliation of
8 PROJECT expenses within ninety (90) days following the adoption of the March Air Reserve Base Land Use
9 Compatibility Plan and certification of the accompanying EIR by RCALUC.

10 11. To provide oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of
11 submittals, and to cooperate in timely processing of PROJECT.

12 12. To provide all legal services necessary to assist with the adoption of the March Air Reserve Base Land Use
13 Compatibility Plan and certification of the accompanying EIR by RCALUC.

14 **SECTION 2 • RIVERSIDE AGREES:**

15 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
16 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. RIVERSIDE'S
17 share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate
18 installments as provided in nos. 2 and 3 below.

19 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
20 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which
21 represents one hundred percent (100%) of RIVERSIDE'S estimated share of the PROJECT costs as provided
22 in Exhibit "B" hereto.

23 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
24 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
25 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of RIVERSIDE'S estimated share of the
26 PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during the
27 time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written
28 request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which
29 represents the remaining fifty percent (50%) of RIVERSIDE'S estimated share of the PROJECT costs as

1 provided in Exhibit "B" hereto.

- 2 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
3 with this Agreement.

4 **SECTION 3 • MORENO VALLEY AGREES:**

- 5 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
6 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. MORENO
7 VALLEY'S share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two
8 separate installments as provided in nos. 2 and 3 below.

- 9 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
10 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which
11 represents one hundred percent (100%) of MORENO VALLEY'S estimated share of the PROJECT costs as
12 provided in Exhibit "B" hereto.

- 13 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
14 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
15 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of MORENO VALLEY'S estimated
16 share of the PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with
17 RCALUC, during the time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014")
18 and upon written request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the
19 "Remainder"), which represents the remaining fifty percent (50%) of MORENO VALLEY'S estimated share of
20 the PROJECT costs as provided in Exhibit "B" hereto.

- 21 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
22 with this Agreement.

23 **SECTION 4 • PERRIS AGREES:**

- 24 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
25 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. PERRIS' share
26 of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate installments
27 as provided in nos. 2 and 3 below.

- 28 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
29 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which

1 represents one hundred percent (100%) of PERRIS' estimated share of the PROJECT costs as provided in
2 Exhibit "B" hereto.

- 3 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
4 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
5 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of PERRIS' estimated share of the
6 PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during the
7 time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written
8 request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which
9 represents the remaining fifty percent (50%) of PERRIS' estimated share of the PROJECT costs as provided
10 in Exhibit "B" hereto.
- 11 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
12 with this Agreement.

13 **SECTION 5 • MARCH JPA AGREES:**

- 14 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
15 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. MARCH JPA'S
16 share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate
17 installments as provided in nos. 2 and 3 below.
- 18 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
19 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which
20 represents one hundred percent (100%) of MARCH JPA'S estimated share of the PROJECT costs as
21 provided in Exhibit "B" hereto.
- 22 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
23 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
24 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of MARCH JPA'S estimated share of
25 the PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during
26 the time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written
27 request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which
28 represents the remaining fifty percent (50%) of MARCH JPA'S estimated share of the PROJECT costs as
29 provided in Exhibit "B" hereto.

1 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
2 with this Agreement.

3 **SECTION 6 • IT IS MUTUALLY AGREED AS FOLLOWS:**

4 1. The total cost of the PROJECT is estimated to be One hundred and ninety thousand dollars (\$190,000)
5 ("PROJECT BUDGET") as set forth in Exhibit "B".

6 2. The total cost of RCALUC's share of the PROJECT is estimated to be Thirty-eight thousand dollars (\$38,000)
7 as detailed in Exhibit "B".

8 3. The total cost of RIVERSIDE's share of the PROJECT is estimated to be Thirty-eight thousand dollars
9 (\$38,000) as detailed in Exhibit "B".

10 4. The total cost of MORENO VALLEY's share of the PROJECT is estimated to be Thirty-eight thousand dollars
11 (\$38,000) as detailed in Exhibit "B".

12 5. The total cost of PERRIS' share of the PROJECT is estimated to be Thirty-eight thousand dollars (\$38,000)
13 as detailed in Exhibit "B".

14 6. The total cost of MARCH JPA's share of the PROJECT is estimated to be Thirty-eight thousand dollars
15 (\$38,000) as detailed in Exhibit "B".

16 7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all
17 parties and no oral understanding or agreement not incorporated herein shall be binding on each party
18 hereto.

19 8. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA shall retain or cause to be retained for
20 audit for a period of three (3) years from the date of final payment, all records and accounts relating to
21 PROJECT.

22 9. This Agreement and the exhibits herein contain the entire agreement between the parties, and are intended
23 by the parties to completely state the agreement in full. Any agreement or representation respecting the
24 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this
25 Agreement, is null and void.

26 10. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties
27 not parties to this Agreement.

28 11. This Agreement may be executed in one or more counterparts and when a counterpart shall have been
29 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same

1 instrument.

2 12. This Agreement shall be terminated 3 months after the filing of a Notice of Completion for the PROJECT or
3 upon mutual agreements of the parties.

4 13. All notices, demands, invoices, and written communications shall be in writing and delivered to the following
5 addresses or such other address as the PARTIES may designate:

6 To RCALUC: Riverside County Airport Land Use Commission
7 Riverside County Administrative Center
8 Attention: Ed Cooper, Executive Director
9 4080 Lemon Street, 14th Floor
10 Riverside, CA 92501
11 Phone: (951) 955-5132
12 Fax: (951) 955-5177

13 To RIVERSIDE: City of Riverside
14 Attention: Scott C. Barber, City Manager
15 3900 Main Street
16 Riverside, CA 92501
17 Phone: (951) 826-5553
18 Fax: (951) 826-5470

19 To MORENO VALLEY: City of Moreno Valley
20 Attention: Henry Garcia, City Manager
21 14177 Frederick Street
22 Moreno Valley, CA 92553
23 Phone: (951) 413-3000
24 Fax: (951) 413-3750

25 To PERRIS: City of Perris
26 Attention: Richard Belmudez, City Manager
27 101 N. D Street
28 Perris, CA 92570
29 Phone: (951) 943-6100

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Fax: (951) 943-4246

To MARCH JPA: March Joint Powers Authority

Attention: Lori M. Stone, Executive Director

23555 Meyer Drive

Riverside, CA 92518

Phone: (951) 656-7000

Fax: (951) 653-5558

APPROVALS

CITY OF RIVERSIDE Approvals

RCALUC Approvals

APPROVED BY:

RECOMMENDED FOR APPROVAL:

Scott C. Barber Dated: 8-28-12

[Signature] Dated: 12-6-12

Scott C. Barber
PRINTED NAME

ED COOPER

City Manager

Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature] Dated: 8/28/2012

B.T.M.H. Dated: 12/6/12

Greg Priamos
PRINTED NAME

~~DAVID H. K. HUFF~~

City Attorney

B.T.M.H.
Deputy County Counsel

ATTEST:

APPROVAL BY THE BOARD OF SUPERVISORS

[Signature] Dated: 8/28/2012



_____ Dated: _____

City Clerk

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

APPROVALS

CITY OF MORENO VALLEY Approvals

APPROVED BY:

_____ Dated: _____

Henry Garcia

PRINTED NAME

City Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

City Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

City Clerk

CITY OF PERRIS Approvals

APPROVED BY:

_____ Dated: _____

Richard Belmudez

PRINTED NAME

City Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

City Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

City Clerk

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APPROVALS

MARCH JPA Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

Lori M. Stone

PRINTED NAME

Lori M. Stone
Executive Director

APPROVED AS TO FORM:

_____ Dated: _____

John E. Brown

PRINTED NAME

John Brown
March JPA Attorney

ATTEST:

_____ Dated: _____

Carey Allen

PRINTED NAME

Clerk

EXHIBIT A • VICINITY MAP

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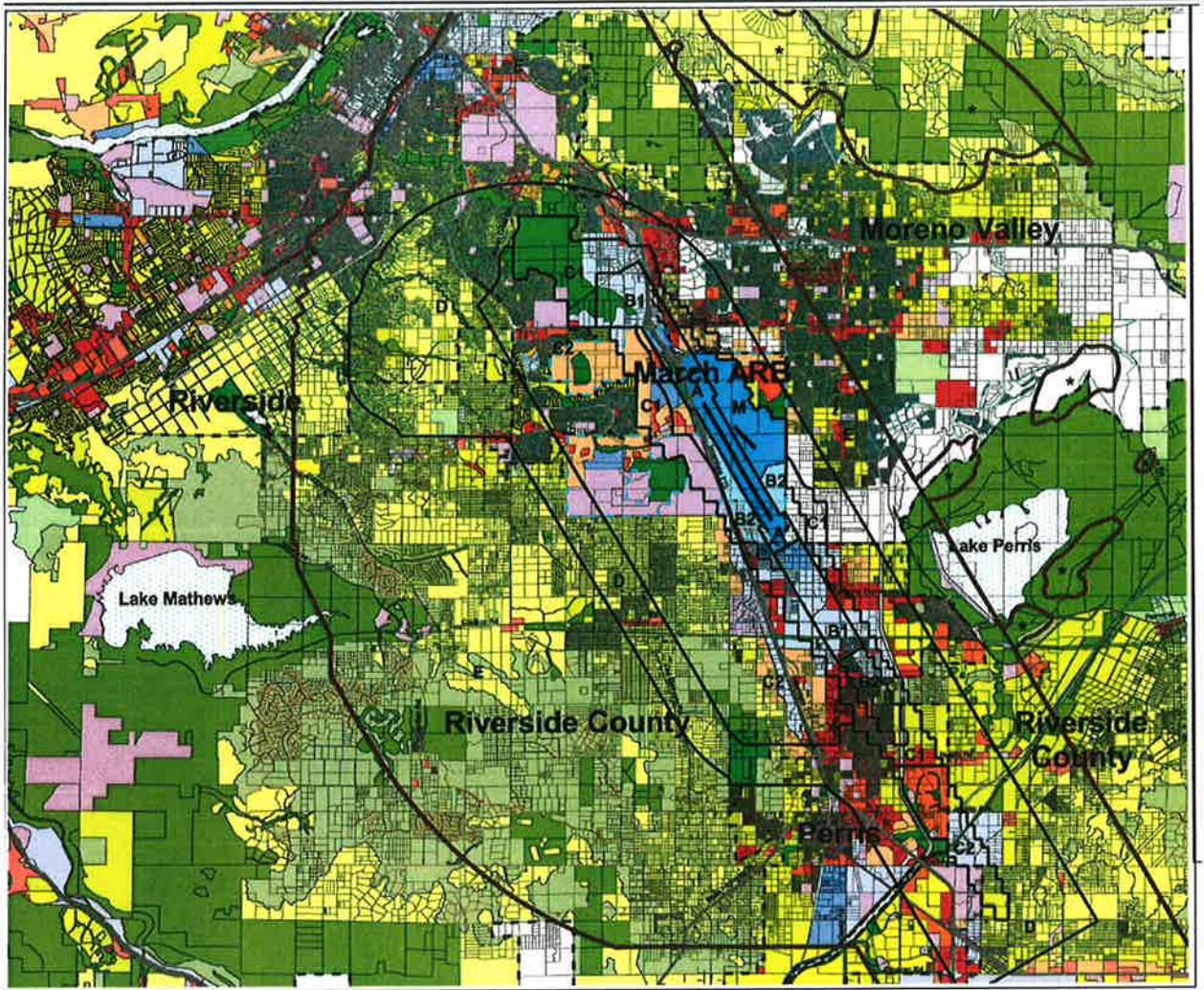


EXHIBIT B • PROJECT BUDGET

**Project Budget
Cost Breakdown by Task
March ALUCP EIR**

Budget Summary	Mead & Hunt	ESA	Task Total
Element 1: Project Management	\$15,490	\$5,975	\$21,465
Element 2: Notice of Preparation	\$8,445	\$15,308	\$23,753
Element 3: Technical Studies/Special Analyses for EIR	\$36,255	\$12,426	\$48,681
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Element 5: Preparation of Draft EIR	\$5,730	\$8,464	\$14,194
Element 6: Response to Public Comments and Final EIR	\$5,440	\$8,090	\$13,530
Element 7: Adoption Hearings	\$7,265	\$4,982	\$12,247
PROJECT TOTAL	\$83,295	\$81,785	\$165,080
Element 8: Contingency (~15% of Project Total)			\$24,800
TOTAL COST:			\$189,880

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**REIMBURSEMENT AGREEMENT BY AND BETWEEN
RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION,
CITY OF RIVERSIDE, CITY OF MORENO VALLEY, CITY OF PERRIS
AND MARCH JOINT POWERS AUTHORITY**

**FOR
PREPARATION OF ENVIRONMENTAL IMPACT REPORT AND RELATED ENVIRONMENTAL STUDIES IN
SUPPORT OF COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR
REVIEW OF MARCH AIR RESERVE BASE LAND USE COMPATIBILITY PLAN**

This Agreement is entered into this _____ day of _____, 2012, by and between the Riverside County Airport Land Use Commission, (hereinafter "RCALUC"), the City of Riverside (hereinafter "RIVERSIDE"), the City of Moreno Valley (hereinafter "MORENO VALLEY"), the City of Perris (hereinafter "PERRIS") and the March Joint Powers Authority, (hereinafter "MARCH JPA") for the provision of certain environmental services that need to be performed in connection with the adoption and implementation of the proposed March Air Reserve Base Land Use Compatibility Plan located within the jurisdictional boundaries of the RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA. The RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

RECITALS

- A. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA have cooperated on the provision of certain environmental services that need to be performed in connection with the adoption and implementation of the proposed March Air Reserve Base Land Use Compatibility Plan that provides benefits to the residents in the western portion of Riverside County. The environmental services consist of the preparation of an Environmental Impact Report ("EIR") to analyze the impacts associated with the adoption and implementation of the proposed March Air Reserve Base Land Use Compatibility Plan, which will also include the preparation of a displacement study to support the analysis in the EIR as well as assistance with public hearings and meetings, hereinafter referred to as "PROJECT". The location of PROJECT is shown in Exhibit "A".
- B. The PROJECT is within the jurisdictional boundaries of the RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA, as shown in Exhibit "A".

1 C. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to cooperate and jointly
2 participate in implementing and funding the PROJECT.

3 D. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to have one agency take the
4 lead role in the development and implementation of the PROJECT to coordinate the environmental services
5 and to reduce overall costs.

6 E. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA have designated RCALUC as the
7 lead agency for the PROJECT and RCALUC will therefore provide the administrative, technical, managerial,
8 and support services necessary to develop and implement the PROJECT.

9 F. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to define herein the terms and
10 conditions under which said PROJECT is to be administered, prepared, coordinated, managed and financed.

11 **AGREEMENT**

12 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as
13 follows:

14 **SECTION 1 • RCALUC AGREES:**

- 15 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
16 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein.
- 17 2. To act as the Lead Agency for the purposes of the California Environmental Quality Act (hereinafter "CEQA")
18 in carrying out the services necessary to develop and implement the PROJECT.
- 19 3. To analyze the environmental impacts of the proposed March Air Reserve Base Land Use Compatibility Plan
20 within the PROJECT area.
- 21 4. Prepare a draft Environmental Impact Report pursuant to CEQA, which will programmatically outline the
22 environmental impacts of the March Air Reserve Base Land Use Compatibility Plan.
- 23 5. To conduct the potential development displacement studies necessary to complete the EIR component of the
24 PROJECT.
- 25 6. To assemble a team of sub-consultants, if necessary, (to be identified in the bid packet prepared by
26 RCALUC) that are qualified to conduct other necessary technical studies for CEQA adequacy.
- 27 7. To provide RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA a 30-day voluntary comment
28 opportunity on the draft EIR. Said voluntary comment opportunity will be provided by RCALUC prior to the
29 commencement of the public review period applicable to the draft EIR pursuant to the requirements of CEQA.

1 RCALUC shall be under no obligation to respond to any such voluntary comments that are made nor to make
2 any changes to the aforementioned draft EIR as a result of such comments.

3 8. To prepare the final EIR and assist staff with public hearings for the March Air Reserve Base Land Use
4 Compatibility Plan.

5 9. To provide separate accounting for RIVERSIDE's, MORENO VALLEY's, PERRIS' and MARCH JPA's share
6 of the PROJECT costs.

7 10. To furnish RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA with a final reconciliation of
8 PROJECT expenses within ninety (90) days following the adoption of the March Air Reserve Base Land Use
9 Compatibility Plan and certification of the accompanying EIR by RCALUC.

10 11. To provide oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of
11 submittals, and to cooperate in timely processing of PROJECT.

12 12. To provide all legal services necessary to assist with the adoption of the March Air Reserve Base Land Use
13 Compatibility Plan and certification of the accompanying EIR by RCALUC.

14 **SECTION 2 • RIVERSIDE AGREES:**

15 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
16 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. RIVERSIDE'S
17 share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate
18 installments as provided in nos. 2 and 3 below.

19 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
20 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which
21 represents one hundred percent (100%) of RIVERSIDE'S estimated share of the PROJECT costs as provided
22 in Exhibit "B" hereto.

23 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
24 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
25 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of RIVERSIDE'S estimated share of the
26 PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during the
27 time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written
28 request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which
29 represents the remaining fifty percent (50%) of RIVERSIDE'S estimated share of the PROJECT costs as

1 provided in Exhibit "B" hereto.

- 2 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
3 with this Agreement.

4 **SECTION 3 • MORENO VALLEY AGREES:**

- 5 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
6 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. MORENO
7 VALLEY'S share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two
8 separate installments as provided in nos. 2 and 3 below.

- 9 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
10 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which
11 represents one hundred percent (100%) of MORENO VALLEY'S estimated share of the PROJECT costs as
12 provided in Exhibit "B" hereto.

- 13 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
14 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
15 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of MORENO VALLEY'S estimated
16 share of the PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with
17 RCALUC, during the time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014")
18 and upon written request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the
19 "Remainder"), which represents the remaining fifty percent (50%) of MORENO VALLEY'S estimated share of
20 the PROJECT costs as provided in Exhibit "B" hereto.

- 21 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
22 with this Agreement.

23 **SECTION 4 • PERRIS AGREES:**

- 24 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
25 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. PERRIS' share
26 of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate installments
27 as provided in nos. 2 and 3 below.

- 28 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
29 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which

1 represents one hundred percent (100%) of PERRIS' estimated share of the PROJECT costs as provided in
2 Exhibit "B" hereto.

- 3 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
4 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
5 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of PERRIS' estimated share of the
6 PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during the
7 time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written
8 request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which
9 represents the remaining fifty percent (50%) of PERRIS' estimated share of the PROJECT costs as provided
10 in Exhibit "B" hereto.
- 11 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
12 with this Agreement.

13 **SECTION 5 • MARCH JPA AGREES:**

- 14 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
15 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. MARCH JPA'S
16 share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate
17 installments as provided in nos. 2 and 3 below.
- 18 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
19 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which
20 represents one hundred percent (100%) of MARCH JPA'S estimated share of the PROJECT costs as
21 provided in Exhibit "B" hereto.
- 22 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
23 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
24 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of MARCH JPA'S estimated share of
25 the PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during
26 the time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written
27 request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which
28 represents the remaining fifty percent (50%) of MARCH JPA'S estimated share of the PROJECT costs as
29 provided in Exhibit "B" hereto.

1 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
2 with this Agreement.

3 **SECTION 6 • IT IS MUTUALLY AGREED AS FOLLOWS:**

4 1. The total cost of the PROJECT is estimated to be One hundred and ninety thousand dollars (\$190,000)
5 ("PROJECT BUDGET") as set forth in Exhibit "B".

6 2. The total cost of RCALUC's share of the PROJECT is estimated to be Thirty-eight thousand dollars (\$38,000)
7 as detailed in Exhibit "B".

8 3. The total cost of RIVERSIDE's share of the PROJECT is estimated to be Thirty-eight thousand dollars
9 (\$38,000) as detailed in Exhibit "B".

10 4. The total cost of MORENO VALLEY's share of the PROJECT is estimated to be Thirty-eight thousand dollars
11 (\$38,000) as detailed in Exhibit "B".

12 5. The total cost of PERRIS' share of the PROJECT is estimated to be Thirty-eight thousand dollars (\$38,000)
13 as detailed in Exhibit "B".

14 6. The total cost of MARCH JPA's share of the PROJECT is estimated to be Thirty-eight thousand dollars
15 (\$38,000) as detailed in Exhibit "B".

16 7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all
17 parties and no oral understanding or agreement not incorporated herein shall be binding on each party
18 hereto.

19 8. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA shall retain or cause to be retained for
20 audit for a period of three (3) years from the date of final payment, all records and accounts relating to
21 PROJECT.

22 9. This Agreement and the exhibits herein contain the entire agreement between the parties, and are intended
23 by the parties to completely state the agreement in full. Any agreement or representation respecting the
24 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this
25 Agreement, is null and void.

26 10. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties
27 not parties to this Agreement.

28 11. This Agreement may be executed in one or more counterparts and when a counterpart shall have been
29 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same

1 instrument.

2 12. This Agreement shall be terminated 3 months after the filing of a Notice of Completion for the PROJECT or
3 upon mutual agreements of the parties.

4 13. All notices, demands, invoices, and written communications shall be in writing and delivered to the following
5 addresses or such other address as the PARTIES may designate:

6 To RCALUC: Riverside County Airport Land Use Commission
7 Riverside County Administrative Center
8 Attention: Ed Cooper, Executive Director
9 4080 Lemon Street, 14th Floor
10 Riverside, CA 92501
11 Phone: (951) 955-5132
12 Fax: (951) 955-5177

13 To RIVERSIDE: City of Riverside
14 Attention: Scott C. Barber, City Manager
15 3900 Main Street
16 Riverside, CA 92501
17 Phone: (951) 826-5553
18 Fax: (951) 826-5470

19 To MORENO VALLEY: City of Moreno Valley
20 Attention: Henry Garcia, City Manager
21 14177 Frederick Street
22 Moreno Valley, CA 92553
23 Phone: (951) 413-3000
24 Fax: (951) 413-3750

25 To PERRIS: City of Perris
26 Attention: Richard Belmudez, City Manager
27 101 N. D Street
28 Perris, CA 92570
29 Phone: (951) 943-6100

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Fax: (951) 943-4246

To MARCH JPA: March Joint Powers Authority

Attention: Lori M. Stone, Executive Director

23555 Meyer Drive

Riverside, CA 92518

Phone: (951) 656-7000

Fax: (951) 653-5558

APPROVALS

CITY OF RIVERSIDE Approvals

RCALUC Approvals

APPROVED BY:

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

 Dated: 12/4/12

Scott C. Barber

PRINTED NAME

ED COOPER

City Manager

Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

_____ Dated: _____

 Dated: 12/6/12

Greg Priamos

PRINTED NAME

B. T. Miller

City Attorney

Deputy County Counsel

ATTEST:

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____



_____ Dated: _____

City Clerk

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

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APPROVALS

CITY OF MORENO VALLEY Approvals

APPROVED BY:

_____ Dated: _____

Henry Garcia
PRINTED NAME

City Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

City Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

City Clerk

CITY OF PERRIS Approvals

APPROVED BY:

_____ Dated: _____

Richard Belmudez
PRINTED NAME

City Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

City Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

City Clerk

1 **APPROVALS**

2 **MARCH JPA Approvals**

3 RECOMMENDED FOR APPROVAL:

4
5  Dated: 9/13/12

6
7 Lori M. Stone
8 PRINTED NAME

9 Lori M. Stone
10 Executive Director

11 APPROVED AS TO FORM:

12  Dated: 9/12/12

13
14 John E. Brown
15 PRINTED NAME

16 John Brown
17 March JPA Attorney

18 ATTEST:

19  Dated: 9/13/12

20
21 Carey Allen
22 PRINTED NAME

23 Clerk

EXHIBIT A • VICINITY MAP

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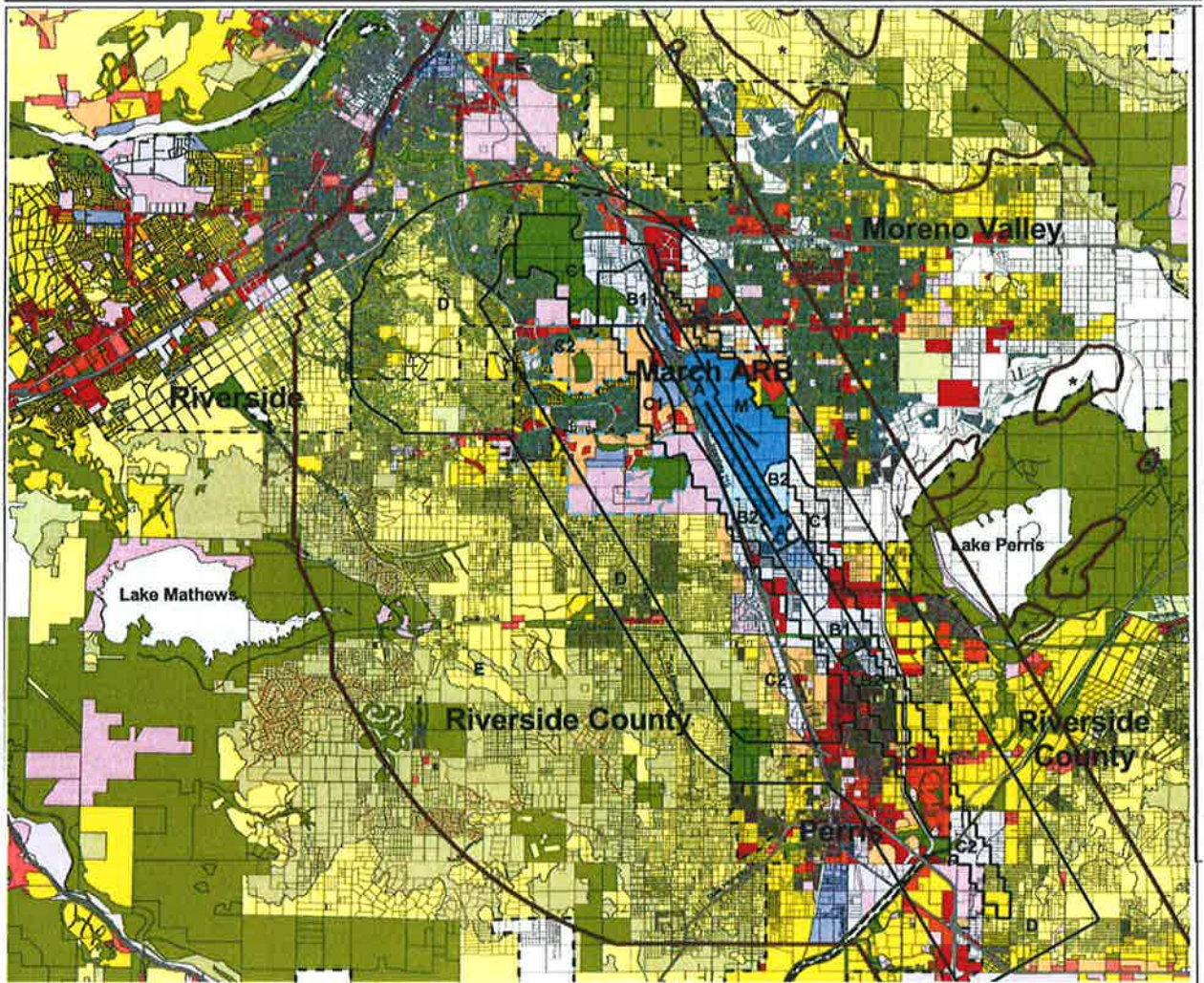


EXHIBIT B • PROJECT BUDGET

**Project Budget
Cost Breakdown by Task
March ALUCP EIR**

Budget Summary	Mead & Hunt	ESA	Task Total
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Element 2: Notice of Preparation	\$8,445	\$15,308	\$23,753
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Element 6: Response to Public Comments and Final EIR	\$5,440	\$8,090	\$13,530
Element 7: Adoption Hearings	\$7,265	\$4,982	\$12,247
PROJECT TOTAL	\$83,295	\$81,785	\$165,080
Element 8: Contingency (~15% of Project Total)			\$24,800
TOTAL COST:			\$189,880

1 REIMBURSEMENT AGREEMENT BY AND BETWEEN
2 RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION,
3 CITY OF RIVERSIDE, CITY OF MORENO VALLEY, CITY OF PERRIS AND MARCH JOINT POWERS
4 AUTHORITY
5 FOR
6 PREPARATION OF ENVIRONMENTAL IMPACT REPORT AND RELATED ENVIRONMENTAL STUDIES IN
7 SUPPORT OF COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR
8 REVIEW OF MARCH AIR RESERVE BASE LAND USE COMPATIBILITY PLAN
9
10

11 This Agreement is entered into this _____ day of _____, 2012, by and between the Riverside County
12 Airport Land Use Commission, (hereinafter "RCALUC"), the City of Riverside (hereinafter "RIVERSIDE"), the City
13 of Moreno Valley (hereinafter "MORENO VALLEY"), the City of Perris (hereinafter "PERRIS") and the March Joint
14 Powers Authority, (hereinafter "MARCH JPA") for the provision of certain environmental services that need to be
15 performed in connection with the adoption and implementation of the proposed March Air Reserve Base Land
16 Use Compatibility Plan located within the jurisdictional boundaries of the RCALUC, RIVERSIDE, MORENO
17 VALLEY, PERRIS and MARCH JPA. The RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA
18 are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

19 **RECITALS**

- 20 A. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA have cooperated on the provision of
21 certain environmental services that need to be performed in connection with the adoption and implementation
22 of the proposed March Air Reserve Base Land Use Compatibility Plan that provides benefits to the residents
23 in the western portion of Riverside County. The environmental services consist of the preparation of an
24 Environmental Impact Report ("EIR") to analyze the impacts associated with the adoption and implementation
25 of the proposed March Air Reserve Base Land Use Compatibility Plan, which will also include the preparation
26 of a displacement study to support the analysis in the EIR as well as assistance with public hearings and
27 meetings, hereinafter referred to as "PROJECT". The location of PROJECT is shown in Exhibit "A".
28 B. The PROJECT is within the jurisdictional boundaries of the RCALUC, RIVERSIDE, MORENO VALLEY,
29 PERRIS and MARCH JPA, as shown in Exhibit "A".

1 C. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to cooperate and jointly
2 participate in implementing and funding the PROJECT.

3 D. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to have one agency take the
4 lead role in the development and implementation of the PROJECT to coordinate the environmental services
5 and to reduce overall costs.

6 E. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA have designated RCALUC as the
7 lead agency for the PROJECT and RCALUC will therefore provide the administrative, technical, managerial,
8 and support services necessary to develop and implement the PROJECT.

9 F. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to define herein the terms and
10 conditions under which said PROJECT is to be administered, prepared, coordinated, managed and financed.

11 **AGREEMENT**

12 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as
13 follows:

14 **SECTION 1 • RCALUC AGREES:**

- 15 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
16 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein.
- 17 2. To act as the Lead Agency for the purposes of the California Environmental Quality Act (hereinafter "CEQA")
18 in carrying out the services necessary to develop and implement the PROJECT.
- 19 3. To analyze the environmental impacts of the proposed March Air Reserve Base Land Use Compatibility Plan
20 within the PROJECT area.
- 21 4. Prepare a draft Environmental Impact Report pursuant to CEQA, which will programmatically outline the
22 environmental impacts of the March Air Reserve Base Land Use Compatibility Plan.
- 23 5. To conduct the potential development displacement studies necessary to complete the EIR component of the
24 PROJECT.
- 25 6. To assemble a team of sub-consultants, if necessary, (to be identified in the bid packet prepared by
26 RCALUC) that are qualified to conduct other necessary technical studies for CEQA adequacy.
- 27 7. To provide RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA a 30-day voluntary comment
28 opportunity on the draft EIR. Said voluntary comment opportunity will be provided by RCALUC prior to the
29 commencement of the public review period applicable to the draft EIR pursuant to the requirements of CEQA.

1 RCALUC shall be under no obligation to respond to any such voluntary comments that are made nor to make
2 any changes to the aforementioned draft EIR as a result of such comments.

3 8. To prepare the final EIR and assist staff with public hearings for the March Air Reserve Base Land Use
4 Compatibility Plan.

5 9. To provide separate accounting for RIVERSIDE's, MORENO VALLEY's, PERRIS' and MARCH JPA's share
6 of the PROJECT costs.

7 10. To furnish RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA with a final reconciliation of
8 PROJECT expenses within ninety (90) days following the adoption of the March Air Reserve Base Land Use
9 Compatibility Plan and certification of the accompanying EIR by RCALUC.

10 11. To provide oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of
11 submittals, and to cooperate in timely processing of PROJECT.

12 12. To provide all legal services necessary to assist with the adoption of the March Air Reserve Base Land Use
13 Compatibility Plan and certification of the accompanying EIR by RCALUC.

14 **SECTION 2 • RIVERSIDE AGREES:**

15 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
16 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. RIVERSIDE'S
17 share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate
18 installments as provided in nos. 2 and 3 below.

19 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
20 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which
21 represents one hundred percent (100%) of RIVERSIDE'S estimated share of the PROJECT costs as provided
22 in Exhibit "B" hereto.

23 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
24 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
25 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of RIVERSIDE'S estimated share of the
26 PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during the
27 time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written
28 request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which
29 represents the remaining fifty percent (50%) of RIVERSIDE'S estimated share of the PROJECT costs as

1 provided in Exhibit "B" hereto.

- 2 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
3 with this Agreement.

4 **SECTION 3 • MORENO VALLEY AGREES:**

- 5 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
6 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. MORENO
7 VALLEY'S share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two
8 separate installments as provided in nos. 2 and 3 below.

- 9 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
10 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which
11 represents one hundred percent (100%) of MORENO VALLEY'S estimated share of the PROJECT costs as
12 provided in Exhibit "B" hereto.

- 13 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
14 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
15 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of MORENO VALLEY'S estimated
16 share of the PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with
17 RCALUC, during the time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014")
18 and upon written request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the
19 "Remainder"), which represents the remaining fifty percent (50%) of MORENO VALLEY'S estimated share of
20 the PROJECT costs as provided in Exhibit "B" hereto.

- 21 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
22 with this Agreement.

23 **SECTION 4 • PERRIS AGREES:**

- 24 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
25 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. PERRIS' share
26 of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate installments
27 as provided in nos. 2 and 3 below.

- 28 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
29 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which

1 represents one hundred percent (100%) of PERRIS' estimated share of the PROJECT costs as provided in
2 Exhibit "B" hereto.

- 3 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
4 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
5 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of PERRIS' estimated share of the
6 PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during the
7 time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written
8 request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which
9 represents the remaining fifty percent (50%) of PERRIS' estimated share of the PROJECT costs as provided
10 in Exhibit "B" hereto.
- 11 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
12 with this Agreement.

13 **SECTION 5 • MARCH JPA AGREES:**

- 14 1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each
15 PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. MARCH JPA'S
16 share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate
17 installments as provided in nos. 2 and 3 below.
- 18 2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT
19 and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which
20 represents one hundred percent (100%) of MARCH JPA'S estimated share of the PROJECT costs as
21 provided in Exhibit "B" hereto.
- 22 3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any
23 environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand
24 dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of MARCH JPA'S estimated share of
25 the PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during
26 the time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written
27 request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which
28 represents the remaining fifty percent (50%) of MARCH JPA'S estimated share of the PROJECT costs as
29 provided in Exhibit "B" hereto.

1 4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance
2 with this Agreement.

3 **SECTION 6 • IT IS MUTUALLY AGREED AS FOLLOWS:**

4 1. The total cost of the PROJECT is estimated to be One hundred and ninety thousand dollars (\$190,000)
5 (“PROJECT BUDGET”) as set forth in Exhibit “B”.

6 2. The total cost of RCALUC’s share of the PROJECT is estimated to be Thirty-eight thousand dollars (\$38,000)
7 as detailed in Exhibit “B”.

8 3. The total cost of RIVERSIDE’s share of the PROJECT is estimated to be Thirty-eight thousand dollars
9 (\$38,000) as detailed in Exhibit “B”.

10 4. The total cost of MORENO VALLEY’s share of the PROJECT is estimated to be Thirty-eight thousand dollars
11 (\$38,000) as detailed in Exhibit “B”.

12 5. The total cost of PERRIS’ share of the PROJECT is estimated to be Thirty-eight thousand dollars (\$38,000)
13 as detailed in Exhibit “B”.

14 6. The total cost of MARCH JPA’s share of the PROJECT is estimated to be Thirty-eight thousand dollars
15 (\$38,000) as detailed in Exhibit “B”.

16 7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all
17 parties and no oral understanding or agreement not incorporated herein shall be binding on each party
18 hereto.

19 8. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA shall retain or cause to be retained for
20 audit for a period of three (3) years from the date of final payment, all records and accounts relating to
21 PROJECT.

22 9. This Agreement and the exhibits herein contain the entire agreement between the parties, and are intended
23 by the parties to completely state the agreement in full. Any agreement or representation respecting the
24 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this
25 Agreement, is null and void.

26 10. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties
27 not parties to this Agreement.

28 11. This Agreement may be executed in one or more counterparts and when a counterpart shall have been
29 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same

1 instrument.

2 12. This Agreement shall be terminated 3 months after the filing of a Notice of Completion for the PROJECT or
3 upon mutual agreements of the parties.

4 13. All notices, demands, invoices, and written communications shall be in writing and delivered to the following
5 addresses or such other address as the PARTIES may designate:

6 To RCALUC: Riverside County Airport Land Use Commission
7 Riverside County Administrative Center
8 Attention: Ed Cooper, Executive Director
9 4080 Lemon Street, 14th Floor
10 Riverside, CA 92501
11 Phone: (951) 955-5132
12 Fax: (951) 955-5177

13 To RIVERSIDE: City of Riverside
14 Attention: Scott C. Barber, City Manager
15 3900 Main Street
16 Riverside, CA 92501
17 Phone: (951) 826-5553
18 Fax: (951) 826-5470

19 To MORENO VALLEY: City of Moreno Valley
20 Attention: Henry Garcia, City Manager
21 14177 Frederick Street
22 Moreno Valley, CA 92553
23 Phone: (951) 413-3000
24 Fax: (951) 413-3750

25 To PERRIS: City of Perris
26 Attention: Richard Belmudez, City Manager
27 101 N. D Street
28 Perris, CA 92570
29 Phone: (951) 943-6100

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Fax: (951) 943-4246

To MARCH JPA: March Joint Powers Authority

Attention: Lori M. Stone, Executive Director

23555 Meyer Drive

Riverside, CA 92518

Phone: (951) 656-7000

Fax: (951) 653-5558

APPROVALS

CITY OF RIVERSIDE Approvals

RCALUC Approvals

APPROVED BY:

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

Scott C. Barber

PRINTED NAME

City Manager

 Dated: 12-6-12

ED COOPER

Executive Director

APPROVED AS TO FORM:

_____ Dated: _____

Greg Priamos

PRINTED NAME

City Attorney

APPROVED AS TO FORM:

 Dated: 12/6/12

B. T. Miller

Deputy County Counsel

ATTEST:

APPROVAL BY THE BOARD OF SUPERVISORS

PLEASE SIGN & RETURN

_____ Dated: _____

Colleen J. Nicol

PRINTED NAME

City Clerk

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

Cooperative Agreement

1 APPROVALS

2 CITY OF MORENO VALLEY Approvals

3 APPROVED BY:

4
5
6 Michelle Hanson Dated: 9/12/12

7 for Henry Garcia
8 PRINTED NAME
9 City Manager

10 APPROVED AS TO FORM:

11
12 Suzanne Bryant Dated: 9-11-12

13 Suzanne Bryant
14 PRINTED NAME
15 deputy City Attorney

16
17 ATTEST:

18 Jane Halstead Dated: 9/18/12

19 Jane Halstead
20 PRINTED NAME
21 City Clerk

CITY OF PERRIS Approvals

APPROVED BY:

_____ Dated: _____

Richard Belmudez
PRINTED NAME
City Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME
City Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

City Clerk

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APPROVALS

MARCH JPA Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

Lori M. Stone

PRINTED NAME

Lori M. Stone
Executive Director

APPROVED AS TO FORM:

_____ Dated: _____

John E. Brown

PRINTED NAME

John Brown
March JPA Attorney

ATTEST:

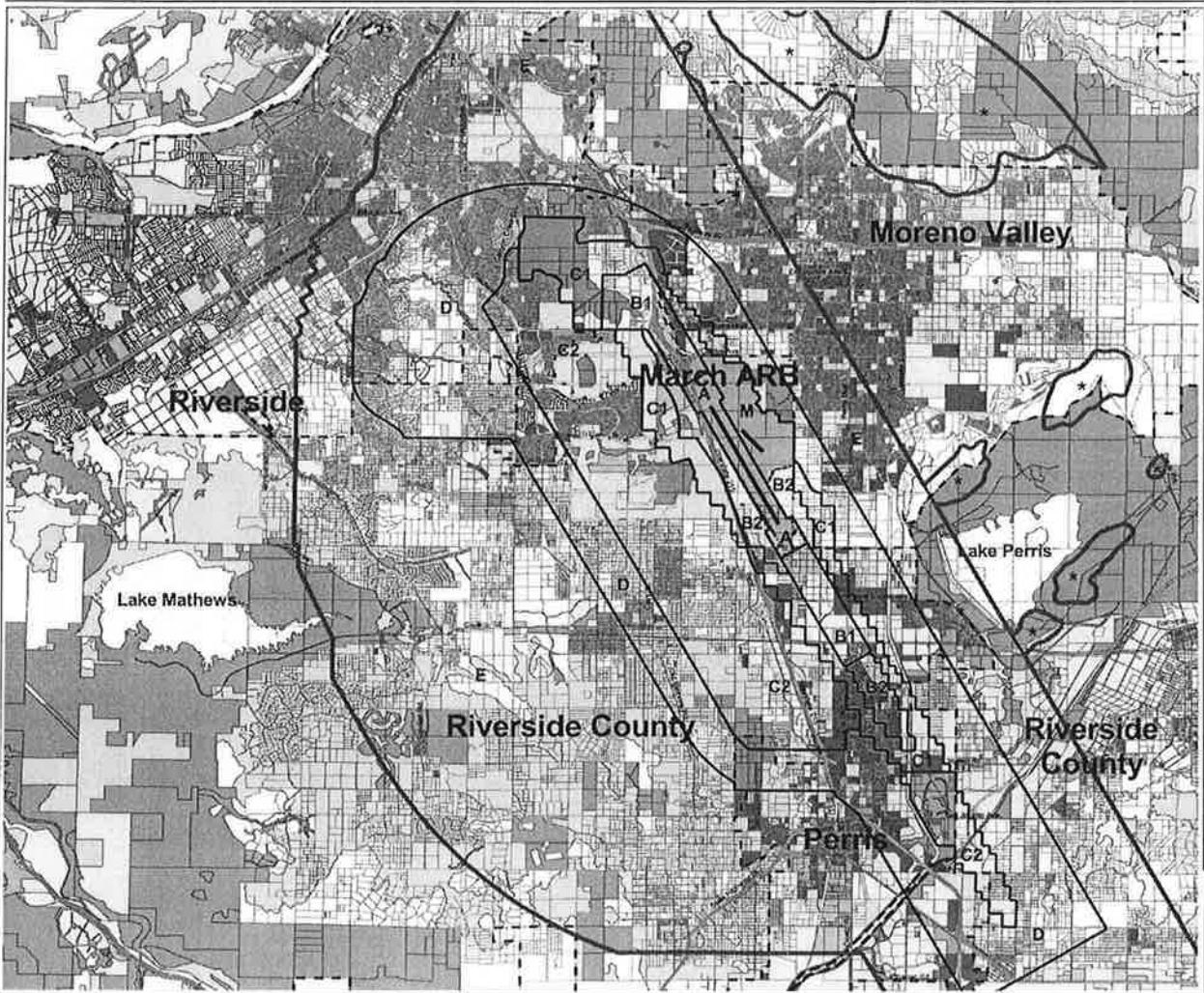
_____ Dated: _____

Carey Allen

PRINTED NAME

Clerk

EXHIBIT A • VICINITY MAP



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EXHIBIT B • PROJECT BUDGET

**Project Budget
Cost Breakdown by Task
March ALUCP EIR**

Budget Summary	Mead & Hunt	ESA	Task Total
Element 1: Project Management	\$15,490	\$5,975	\$21,465
Element 2: Notice of Preparation	\$8,445	\$15,308	\$23,753
Element 3: Technical Studies/Special Analyses for EIR	\$36,255	\$12,426	\$48,681
Element 4: Preparation of Administrative Draft EIR	\$4,670	\$26,540	\$31,210
Element 5: Preparation of Draft EIR	\$5,730	\$8,464	\$14,194
Element 6: Response to Public Comments and Final EIR	\$5,440	\$8,090	\$13,530
Element 7: Adoption Hearings	\$7,265	\$4,982	\$12,247
PROJECT TOTAL	\$83,295	\$81,785	\$165,080
Element 8: Contingency (~15% of Project Total)			\$24,800
TOTAL COST:			\$189,880

**REIMBURSEMENT AGREEMENT BY AND BETWEEN
RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION,
CITY OF RIVERSIDE, CITY OF MORENO VALLEY, CITY OF PERRIS AND MARCH JOINT
POWERS AUTHORITY
FOR
PREPARATION OF ENVIRONMENTAL IMPACT REPORT AND RELATED
ENVIRONMENTAL STUDIES IN SUPPORT OF COMPLIANCE WITH CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA) FOR REVIEW OF MARCH AIR RESERVE
BASE LAND USE COMPATIBILITY PLAN**

This Agreement is entered into this 28th day of August, 2012, by and between the Riverside County Airport Land Use Commission, (hereinafter "RCALUC"), the City of Riverside (hereinafter "RIVERSIDE"), the City of Moreno Valley (hereinafter "MORENO VALLEY"), the City of Perris (hereinafter "PERRIS") and the March Joint Powers Authority, (hereinafter "MARCH JPA") for the provision of certain environmental services that need to be performed in connection with the adoption and implementation of the proposed March Air Reserve Base Land Use Compatibility Plan located within the jurisdictional boundaries of the RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA. The RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

RECITALS

- A. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA have cooperated on the provision of certain environmental services that need to be performed in connection with the adoption and implementation of the proposed March Air Reserve Base Land Use Compatibility Plan that provides benefits to the residents in the western portion of Riverside County. The environmental services consist of the preparation of an Environmental Impact Report ("EIR") to analyze the impacts associated with the adoption and implementation of the proposed March Air Reserve Base Land Use Compatibility Plan, which will also include the preparation of a displacement study to support the analysis in the EIR as well as assistance with public hearings and meetings, hereinafter referred to as

"PROJECT". The location of PROJECT is shown in Exhibit "A".

- B. The PROJECT is within the jurisdictional boundaries of the RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA, as shown in Exhibit "A".
- C. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to cooperate and jointly participate in implementing and funding the PROJECT.
- D. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to have one agency take the lead role in the development and implementation of the PROJECT to coordinate the environmental services and to reduce overall costs.
- E. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA have designated RCALUC as the lead agency for the PROJECT and RCALUC will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement the PROJECT.
- F. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA desire to define herein the terms and conditions under which said PROJECT is to be administered, prepared, coordinated, managed and financed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • RCALUC AGREES:

1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein.
2. To act as the Lead Agency for the purposes of the California Environmental Quality Act (hereinafter "CEQA") in carrying out the services necessary to develop and implement the PROJECT.
3. To analyze the environmental impacts of the proposed March Air Reserve Base Land Use Compatibility Plan within the PROJECT area.
4. Prepare a draft Environmental Impact Report pursuant to CEQA, which will programmatically outline the environmental impacts of the March Air Reserve Base Land Use Compatibility Plan.
5. To conduct the potential development displacement studies necessary to complete the EIR component

of the PROJECT.

6. To assemble a team of sub-consultants, if necessary, (to be identified in the bid packet prepared by RCALUC) that are qualified to conduct other necessary technical studies for CEQA adequacy.
7. To provide RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA a 30-day voluntary comment opportunity on the draft EIR. Said voluntary comment opportunity will be provided by RCALUC prior to the commencement of the public review period applicable to the draft EIR pursuant to the requirements of CEQA. RCALUC shall be under no obligation to respond to any such voluntary comments that are made nor to make any changes to the aforementioned draft EIR as a result of such comments.
8. To prepare the final EIR and assist staff with public hearings for the March Air Reserve Base Land Use Compatibility Plan.
9. To provide separate accounting for RIVERSIDE's, MORENO VALLEY's, PERRIS' and MARCH JPA's share of the PROJECT costs.
10. To furnish RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA with a final reconciliation of PROJECT expenses within ninety (90) days following the adoption of the March Air Reserve Base Land Use Compatibility Plan and certification of the accompanying EIR by RCALUC.
11. To provide oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of submittals, and to cooperate in timely processing of PROJECT.
12. To provide all legal services necessary to assist with the adoption of the March Air Reserve Base Land Use Compatibility Plan and certification of the accompanying EIR by RCALUC.

SECTION 2 • RIVERSIDE AGREES:

1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. RIVERSIDE'S share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate installments as provided in nos. 2 and 3 below.
2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which represents one hundred percent (100%) of RIVERSIDE'S estimated share of

the PROJECT costs as provided in Exhibit "B" hereto.

3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of RIVERSIDE'S estimated share of the PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during the time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which represents the remaining fifty percent (50%) of RIVERSIDE'S estimated share of the PROJECT costs as provided in Exhibit "B" hereto.
4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance with this Agreement.

SECTION 3 • MORENO VALLEY AGREES:

1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. MORENO VALLEY'S share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate installments as provided in nos. 2 and 3 below.
2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which represents one hundred percent (100%) of MORENO VALLEY'S estimated share of the PROJECT costs as provided in Exhibit "B" hereto.
3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of MORENO VALLEY'S estimated share of the PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during the time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which represents the remaining

fifty percent (50%) of MORENO VALLEY'S estimated share of the PROJECT costs as provided in Exhibit "B" hereto.

4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance with this Agreement.

SECTION 4 • PERRIS AGREES:

1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. PERRIS' share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate installments as provided in nos. 2 and 3 below.
2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which represents one hundred percent (100%) of PERRIS' estimated share of the PROJECT costs as provided in Exhibit "B" hereto.
3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of PERRIS' estimated share of the PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during the time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which represents the remaining fifty percent (50%) of PERRIS' estimated share of the PROJECT costs as provided in Exhibit "B" hereto.
4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance with this Agreement.

SECTION 5 • MARCH JPA AGREES:

1. To fund \$38,000 toward the overall cost of the PROJECT. The estimated cost for the PROJECT and each PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein. MARCH JPA'S share of costs shall be paid in one lump sum of \$38,000 or, alternatively, may be paid in two separate installments as provided in nos. 2 and 3 below.

2. To deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT and upon written request by RCALUC, Thirty-Eight thousand dollars (\$38,000) (the "Lump Sum"), which represents one hundred percent (100%) of MARCH JPA'S estimated share of the PROJECT costs as provided in Exhibit "B" hereto.
3. As an alternative payment method to no. 2 above, to deposit with RCALUC, prior to RCALUC awarding any environmental services contract for the PROJECT and upon written request by RCALUC, Nineteen thousand dollars (\$19,000) (the "Deposit"), which represents fifty percent (50%) of MARCH JPA'S estimated share of the PROJECT costs as provided in Exhibit "B" hereto. A second installment, to deposit with RCALUC, during the time period of July 1, 2013 through September 30, 2014 ("1st Quarter FY 2013-2014") and upon written request by RCALUC, in the amount of Nineteen thousand dollars (\$19,000) (the "Remainder"), which represents the remaining fifty percent (50%) of MARCH JPA'S estimated share of the PROJECT costs as provided in Exhibit "B" hereto.
4. To pay within 45 days of receipt of any invoice submitted by RCALUC for services rendered in accordance with this Agreement.

SECTION 6 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost of the PROJECT is estimated to be One hundred and ninety thousand dollars (\$190,000) ("PROJECT BUDGET") as set forth in Exhibit "B".
2. The total cost of RCALUC's share of the PROJECT is estimated to be Thirty-eight thousand dollars (\$38,000) as detailed in Exhibit "B".
3. The total cost of RIVERSIDE's share of the PROJECT is estimated to be Thirty-eight thousand dollars (\$38,000) as detailed in Exhibit "B".
4. The total cost of MORENO VALLEY's share of the PROJECT is estimated to be Thirty-eight thousand dollars (\$38,000) as detailed in Exhibit "B".
5. The total cost of PERRIS' share of the PROJECT is estimated to be Thirty-eight thousand dollars (\$38,000) as detailed in Exhibit "B".
6. The total cost of MARCH JPA's share of the PROJECT is estimated to be Thirty-eight thousand dollars (\$38,000) as detailed in Exhibit "B".

7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.
8. RCALUC, RIVERSIDE, MORENO VALLEY, PERRIS and MARCH JPA shall retain or cause to be retained for audit for a period of three (3) years from the date of final payment, all records and accounts relating to PROJECT.
9. This Agreement and the exhibits herein contain the entire agreement between the parties, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
10. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement.
11. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.
12. This Agreement shall be terminated 3 months after the filing of a Notice of Completion for the PROJECT or upon mutual agreements of the parties.
13. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

To RCALUC: Riverside County Airport Land Use Commission
Riverside County Administrative Center
Attention: Ed Cooper, Executive Director
4080 Lemon Street, 14th Floor
Riverside, CA 92501
Phone: (951) 955-5132
Fax: (951) 955-5177

To RIVERSIDE: City of Riverside
Attention: Scott C. Barber, City Manager

3900 Main Street
Riverside, CA 92501
Phone: (951) 826-5553
Fax: (951) 826-5470

To MORENO VALLEY: City of Moreno Valley

Attention: Henry Garcia, City Manager
14177 Frederick Street
Moreno Valley, CA 92553
Phone: (951) 413-3000
Fax: (951) 413-3750

To PERRIS: City of Perris

Attention: Richard Belmudez, City Manager
101 N. D Street
Perris, CA 92570
Phone: (951) 943-6100
Fax: (951) 943-4246

To MARCH JPA: March Joint Powers Authority

Attention: Lori M. Stone, Executive Director
23555 Meyer Drive
Riverside, CA 92518
Phone: (951) 656-7000
Fax: (951) 653-5558

APPROVALS

RCALUC Approvals

RECOMMENDED FOR APPROVAL:

ED COOPER
Executive Director

Dated: 12-6-12

APPROVED AS TO FORM:

B. T. Miller
Deputy County Counsel

Dated: 12/16/12

APPROVAL BY THE BOARD OF SUPERVISORS

PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

Dated: _____
KECIA HARPER-IHEM

Clerk of the Board (SEAL)
Cooperative Agreement

CITY OF RIVERSIDE Approvals

APPROVED BY:

Dated: _____

Scott C. Barber
PRINTED NAME
City Manager

APPROVED AS TO FORM:

Dated: _____

Greg Priamos
PRINTED NAME
City Attorney

ATTEST:

Dated: _____

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APPROVALS

MARCH JPA Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

Lori M. Stone

PRINTED NAME
Lori M. Stone
Executive Director

APPROVED AS TO FORM:

_____ Dated: _____

John E. Brown

PRINTED NAME
John Brown
March JPA Attorney

ATTEST:

_____ Dated: _____

Carey Allen

PRINTED NAME
Clerk

EXHIBIT A • VICINITY MAP

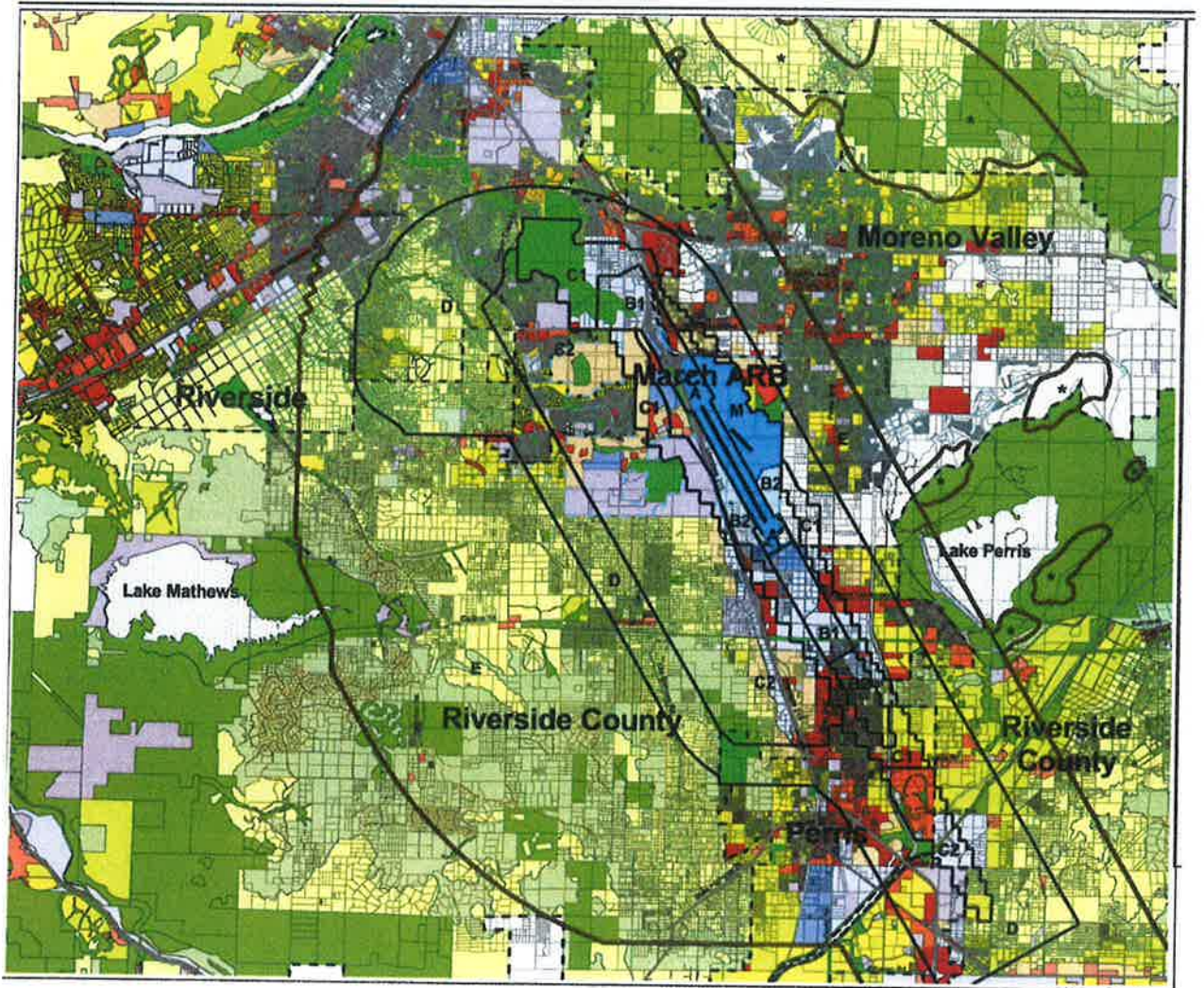


EXHIBIT B • PROJECT BUDGET

**Project Budget
Cost Breakdown by Task
March ALUCP EIR**

Budget Summary	Mead & Hunt	ESA	Task Total
Element 1: Project Management	\$15,490	\$5,975	\$21,465
Element 2: Notice of Preparation	\$8,445	\$15,308	\$23,753
Element 3: Technical Studies/Special Analyses for EIR	\$36,255	\$12,426	\$48,681
Element 4: Preparation of Administrative Draft EIR	\$4,670	\$26,540	\$31,210
Element 5: Preparation of Draft EIR	\$5,730	\$8,464	\$14,194
Element 6: Response to Public Comments and Final EIR	\$5,440	\$8,090	\$13,530
Element 7: Adoption Hearings	\$7,265	\$4,982	\$12,247
PROJECT TOTAL	\$83,295	\$81,785	\$165,080
Element 8: Contingency (~15% of Project Total)			\$24,800
TOTAL COST:			\$189,880