

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



ITEM
3.22
(ID # 8347)

MEETING DATE:

Tuesday, November 6, 2018

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Cooperative Agreement for the Purpose of Automatic Aid Fire Protection and Emergency Services Between Riverside County Fire Department and the City of Riverside for five (5) years [\$87,826 annually]; Redevelopment Property Tax 100% subject to annual cost increase. District 1

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement for the Purpose of Automatic Aid Fire Protection and Emergency Services Between Riverside County Fire Department and the City of Riverside; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: November 6, 2018
xc: Fire

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 51,232	\$ 87,826	\$ 395,217	\$ 87,826
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Redevelopment Property Tax Revenue 100%. *Yearly adjustment for standard cost increase based upon data for the prior calendar year.			Budget Adjustment: No	
			For Fiscal Year: 18/19-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Fire Department desires to contract for Automatic Aid Fire Protection Services with the City of Riverside, and as such, the two agencies have reached an agreement as to the level of services to be provided. Under this Agreement the City of Riverside shall respond into the unincorporated area of the County of Riverside as outlined in the Agreement's Emergency Response area. This area is located within the Reuse Territory of the March Joint Powers Authority. The term of this agreement shall be for 5 years and shall be effective January 1, 2019. The agreement can be terminated by either Party, at its sole discretion for any or no reason, by giving one hundred and eighty (180) days written notice to the other Party.

Impact on Residents and Businesses

The County of Riverside and the City of Riverside will benefit with the Automatic Aid Fire Protection Services, by securing automatic aid in fire protection; in the protection of life and property, and in firefighting and providing medical aid for the residents and visitors of the area. The Automatic Aid Fire Protection Services will also create a greater and better relationship between both Parties.

SUPPLEMENTAL:

Additional Fiscal Information

The total estimated contract cost for FY 18/19 shall be \$51,232 with an estimate of \$87,826 annually. The total compensation shall be adjusted on July 1, 2019 and each July 1st thereafter. The City and County shall meet annually on or before March 1st to review and adjust the total compensation to be paid for the upcoming fiscal year, based upon data for the prior calendar year, as provided in Section 5.2 of this Agreement. Following such meeting, the City shall notify County in writing of the adjusted total compensation to be paid for the upcoming fiscal year and shall provide any data used to substantiate the adjusted total compensation.

Contract History and Price Reasonableness

There is no previous automatic aid agreement for Fire Protection services between the City of Riverside and the Riverside County Fire Department.

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


Shawn Newman, Chief Cal Fire Riverside County

10/30/2018


Diane Sinclair, Deputy Director-Fire Admin

10/30/2018


Ryan Carter, Principal Management Analyst

10/30/2018


Gregory V. Priamos, Director County Counsel

10/30/2018

Thank you

**A COOPERATIVE AGREEMENT FOR THE PURPOSE OF AUTOMATIC AID
BETWEEN THE CITY OF RIVERSIDE AND THE COUNTY OF RIVERSIDE TO
PROVIDE EMERGENCY FIRE RESPONSE, EMERGENCY MEDICAL RESPONSE,
AND TECHNICAL RESCUE RESPONSE SERVICES**

This Cooperative Agreement (the "Agreement") is made and entered into this 20th day of December 2018, by and between the City of Riverside, a California charter city and municipal corporation ("City"), and the County of Riverside, a California governmental agency ("County"), referred to herein individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, City and County maintain as part of their public and municipal services, organized and equipped fire departments charged with the duty of Emergency Fire Response, Emergency Medical Response, and Technical Rescue Response Services (hereafter "Fire Services"), as well as other services, within their respective jurisdictions; and

WHEREAS, Pursuant to a certain Agreement for the Provision of Governmental Municipal Services and Distribution of Certain Revenues Between the County of Riverside and the March Joint Powers Authority dated June 19, 2007, and the First Amendment to said agreement dated December 15, 2015 (hereafter collectively "Municipal Services Agreement"), County currently provides Fire Services to those portions of the former March Air Force Base, as realigned, including all publicly owned lands within the boundaries of the former March Air Force Base, as well the existing March Air Reserve Base and its cantonment, all of which are wholly located within the unincorporated area of the County (the "Reuse Territory"); and

WHEREAS, Parties believe it is to the mutual benefit of each Party if County delegates to City, County's service obligations in the Reuse Territory with regards to Fire Services, in the unincorporated area of the County of Riverside designated in Exhibit "A", which is attached hereto and incorporated herein ("Emergency Response Area"); and

WHEREAS, Parties believe that entering into this Agreement is necessary to enhance the level of services provided to the affected area and to establish the terms and conditions under which City is to be reimbursed for its services; and

WHEREAS, County is authorized to enter into this Agreement pursuant to California Health and Safety Code Sections 13050 and 13054; and

WHEREAS, City is authorized to enter into this Agreement pursuant to California Government Code Section 55632.

NOW THEREFORE, the Parties hereby affirm the facts set forth in the Recitals above and agree as follows:

1. DEFINITIONS

1.1 General. The definitions set forth in the above recitals and included in the Municipal Services Agreement, attached hereto and incorporated herein as Exhibit "B", shall apply to this Agreement unless indicated otherwise.

1.2 Administrative Rate. "Administrative Rate" shall mean the approved administrative rate on file with the California Office of Emergency Services.

1.3 Annual Call Volume Data. The County of Riverside owned call data, referred to as, "Annual Call Volume Data", shall mean the data for incidents in the Emergency Response Area responded to within a calendar year, according to Computer Aided Dispatch ("CAD") system records.

1.4 Designated Fire Stations. "Designated Fire Stations" shall mean City Fire Station Number 11 and City Fire Station Number 13, as shown on the map of the Emergency Response Area attached as Exhibit "A".

1.5 Dispatch Processing Rate. "Dispatch Processing Rate" shall mean the burdened rate associated with processing one dispatch call.

1.6 Emergency Fire Response. "Emergency Fire Response" shall mean all fire suppression and fire rescue response, as referenced in Section 3.4.2 of the Municipal Services Agreement.

1.7 Emergency Hazardous Materials Response. "Emergency Hazardous Materials Response" shall mean response to hazardous materials incidents, including but not limited to chlorine leaks, LPG leaks, pesticide leaks, and accidents with unknown hazardous materials involved, as referenced in Section 3.4.3 of the Municipal Services Agreement.

1.8 Emergency Medical Response. "Emergency Medical Response" shall mean response to an individual's perceived need for immediate medical care to prevent death or aggravation of physiological or psychological illness or injury, as referenced in Section 3.4.3 of the Municipal Services Agreement.

1.9 Fire Marshal Services. "Fire Marshal Services" shall mean investigations of the origin, cause, circumstances and extent of loss from fire, and all related administrative services, including but not limited to the filing and storage of fire investigation reports and investigative evidence, and responding to public disclosure requests thereto, as well as interagency prosecutorial support, as referenced in Section 3.4.2 of the Municipal Services Agreement.

1.10 First Due Response. "First Due Response" shall mean the first response due to the scene by fire personnel with suppressing equipment, emergency equipment, or similar apparatuses, including but not limited to, vehicles, vehicular equipment and attachments.

1.11 Personnel and Apparatus Rates. "Personnel and Apparatus Rates" shall mean the hourly burdened rates for specified personnel and apparatuses.

1.12 Technical Rescue Response. "Technical Rescue Response" shall mean rescue response that employs the use of tools and skills that exceed those normally reserved for fire suppression and emergency medical services, including but not limited to structural collapse rescue, industrial accident rescue, and electrical accident rescue, as referenced in Section 3.4.3 of the Municipal Services Agreement.

2. **TERM AND OPTION TO EXTEND**

2.1 Term. This Agreement shall be effective as of 12:00 a.m. on 12/20/18 and shall be in force and effect for a period of five (5) years thereafter, until 11:59 p.m. on 12/20/23 ("Term").

2.2 Option to Extend. Parties shall have the right to extend the Term of this Agreement for two (2) additional three (3) year periods if mutually agreed upon in writing.

3. TERMINATION

3.1 Breach. Conditions and circumstances that constitute a breach of this Agreement include: failure to meet the provisions identified in this Agreement or any failure of performance which constitutes an endangerment to public health and safety.

3.2 Termination with Cause. In the event any Party determines that a breach has occurred, that Party shall provide reasonable notice of such breach to the other Party. Upon notice of such breach, the receiving Party shall have up to thirty (30) days to either cure the breach or provide evidence to the reasonable satisfaction of the other Party that a breach does not exist. If after thirty (30) days the breach is not cured, or if the receiving Party fails to show that a breach does not exist, the notifying Party may immediately terminate this Agreement. In the event conduct or non-performance endangers public health and safety, any Party may, in its discretion, decide not to allow the other Party to have a cure period.

3.3 Termination without Cause. Either Party may terminate this Agreement at any time without cause, by giving at least one hundred eighty (180) calendar days prior written notice thereof to the other.

4. SCOPE OF SERVICES

4.1 General. The basis of this Agreement is the desire and intention of the Parties to establish and define the roles and responsibilities of County and City relative to the delivery of comprehensive Fire Services to the Emergency Response Area.

4.2 Responsibilities of City.

4.2.1 Emergency Fire Response Services. City shall respond to calls for Emergency Fire Response Services within the Emergency Response Area as the First Due Response with its closest available engine(s) and/or truck(s) from the Designated Stations.

4.2.2 Emergency Medical Response Services. City shall respond to calls for Emergency Medical Response Services within the Emergency Response Area as the First Due Response with its closest available engine(s) and/or truck(s) from the Designated Stations.

4.2.3 Technical Rescue Response. City shall respond to calls for Technical Rescue Response Services within the Emergency Response Area as the First Due Response with its closest available engine(s) and/or truck(s) from the Designated Stations.

4.2.4 Primary Responsibility; Communications. Regardless of which Party is required by this Agreement to respond with assistance, each Party shall hold the primary responsibility for all emergency incidents within its jurisdictional service areas. Thus, the requesting Party shall direct all incidents scene operations and support activities and shall request any additional assistance when needed. Both Parties agree that they will be initially notified of a requested response by their own dispatch center, but they will then switch to the assigned frequency of the dispatch center having primary responsibility for the emergency incident.

4.2.5 Dispatch Services. Except for those primary dispatch services provided by County, City will be responsible for providing dispatch services for its own equipment and staffing.

4.2.6 Limitations on Response. All of City's responsibilities under this Agreement shall be expressly contingent upon its staffing and equipment availability, as well as existing emergency conditions in the jurisdictional areas of City, as determined by City pursuant to its sole and absolute discretion. City's response within the Emergency Response Area shall not be allowed to interfere with its responsibility or ability to respond to emergencies or other incidents within its own jurisdiction.

4.3 Responsibilities of County.

4.3.1 Emergency Hazardous Materials Response. County shall still be responsible for Emergency Hazardous Materials Response in the Emergency Response Area.

4.3.2 Fire Marshal Services and Fire Investigations and Reporting. County shall still be responsible for delivering Fire Marshal Services, including performing all fire investigations, in the Emergency Response Area. The County shall be responsible for all fire investigations and complete fire reports, including but not limited to, primary cause and origin, within the Emergency Response Area. County will respond with at least one engine to all reported fires within the Emergency Response Areas.

4.3.3 Unavailability of City. County shall respond to all incidents within the Emergency Response Area as the First Due Response when notified by City that adequate City resources are not available from the designated stations due to emergencies or other demands within the City.

4.3.4 Compensation. County shall compensate City pursuant to Article 5.

4.4 Responsibilities of Both Parties.

4.4.1 Mutual Aid. Parties may augment resources for incidents as they deem operationally necessary. All augmented resources will be considered Mutual Aid for the purpose of this Agreement.

4.4.2 Communications. Parties shall conduct communications between dispatch centers by the most expedient method reasonably available.

4.4.3 Policies and Procedures. City and County Fire Chiefs, or their designees, shall determine the general operational policies and procedures which may be necessary to effectuate this Agreement, including the boundary drops and units responses, and shall review such Policies and Procedures annually.

4.4.4 Cooperation. Each Party agrees to work closely with each other in the performance of this Agreement, to be available to each other at all reasonable times, and to take all further actions necessary and reasonable to implement the full intent of this Agreement.

5. COMPENSATION

5.1 Total Compensation. County shall compensate City for Fire Services as set forth in

Exhibit "C", attached hereto and incorporated herein ("Total Compensation").

5.2 Annual Adjustment. Total Compensation shall be adjusted on July 1, 20__ and each July 1st thereafter. City and County shall meet annually, on or before March 1st, to review and adjust Total Compensation to be paid for the upcoming fiscal year, based upon data for the prior calendar year, as provided for in Section 5.3 below. Following such meeting, City shall notify County in writing of the adjusted Total Compensation to be paid for the upcoming fiscal year and shall provide any data used to substantiate the adjusted Total Compensation.

5.3 Cost Methodology. Personnel and Apparatus Rates and Dispatch Processing Rates shall be multiplied by volume of occurrence, based on the Annual Call Data. Total Compensation shall be the aggregate of these costs plus administrative costs, based on the Administrative Rate.

5.4 Payment. City shall prepare an invoice for one-hundred percent (100%) of the Total Compensation and shall submit it to County on or about the first day of July. The date on which City submits the invoice to County shall in no way affect County's obligation to pay the invoices in full. County shall pay all invoices within thirty (30) days of receipt.

6. INDEMNIFICATION AND INSURANCE

6.1 Indemnification. Pursuant to California Government Code Section 895 et. seq. and to the fullest extent authorized by law, each Party agrees as follows:

6.1.1 City's Obligation. City shall defend, indemnify and hold County, its officials, officers, employees, volunteers, agents, agencies and independent contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries, or liabilities to persons or property, including wrongful death, in any manner arising out of or incident to negligent or willful acts or omissions of City, its officials, officers, employees, volunteers, agents, agencies and independent contractors, occurring in the performance of this Agreement, including without limitation the payment of all consequential damages, attorney's fees and other related costs and expenses, except to the extent caused by County's negligent or willful acts or omissions.

6.1.2 County's Obligation. County shall defend, indemnify and hold City, its officials, officers, employees, volunteers, agents, agencies and independent contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries, or liabilities to persons or property, including wrongful death, in any manner arising out of or incident to negligent or willful acts or omissions of County, its officials, officers, employees, volunteers, agents, agencies and independent contractors, occurring in the performance of this Agreement, including without limitation the payment of all consequential damages, attorney's fees and other related costs and expenses, except to the extent caused by City's negligent or willful acts or omissions.

6.2 Insurance. Parties are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation, and will provide one another with a self-insured affirmation letter. Parties warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 General Compliance with Laws. Parties shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Parties, or in any way affect the performance pursuant to this Agreement. Parties shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

7.2 Non-Discrimination. During performance of this Agreement, Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Parties agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

7.3 Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

RIVERSIDE COUNTY FIRE
Fire Chief
Riverside County Fire Department
210 W. San Jacinto Avenue
Perris, CA 92507

CITY OF RIVERSIDE
Fire Chief
City of Riverside Fire Department
3401 University Avenue
Riverside, CA 92501

7.4 Venue and Attorney's Fees. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of breach of any term or condition of this Agreement, it is mutually agreed all parties shall bear their own attorney's fees.

7.5 Independent Contractor. City and County shall pay all wages, salaries and other amounts due to their own personnel in connection with any and all services under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, benefits and worker's compensation insurance. Employees or agents of one Party shall not be deemed employees of the other Party for any purpose

7.6 Waiver. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

7.7 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

7.8 Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Parties each represent and warrant that they have the legal power, right and actual authority to bind Parties to the terms and conditions hereof and thereof.

7.9 Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

7.10 Assignments/Subcontracting. Neither City nor County shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other party. City shall not subcontract for the provisions of any services it is to provide the County under this Agreement without the prior written consent of the County.

7.11 No Third-Party Beneficiaries. City does not intend by this Agreement to assume any contractual obligations to anyone other than County. County does not intend by this Agreement to assume any contractual obligations to anyone other than City. City and County do not intend that there be any third-party beneficiary to this Agreement.

7.12 Privileges and Immunities. All privileges and immunities of City and County provided by state or federal law shall remain in full force and effect.

7.13 Governing Law. This Agreement shall be governed by the laws of the State of California.

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

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF RIVERSIDE

By: 
~~Alex Nguyen, Assistant City Manager~~
Lea Deesing
Assistant City Manager

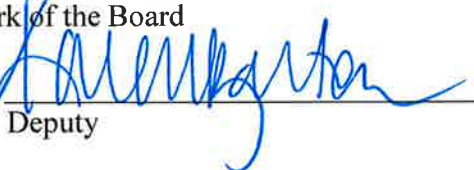
COUNTY OF RIVERSIDE

By: 
Chairman, Board of Supervisors
CHUCK WASHINGTON

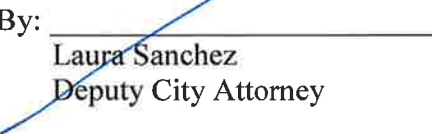
ATTEST:

By: 
City Clerk

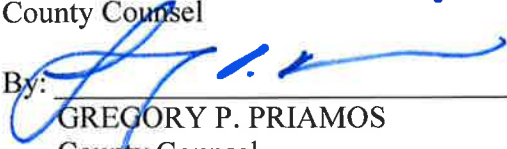
ATTEST:

KECIA HARPER-IHEM
Clerk of the Board
By: 
Deputy

APPROVED AS TO FORM:

By: 
Laura Sanchez
Deputy City Attorney

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel
By: 
GREGORY P. PRIAMOS
County Counsel

Approved as to Form:


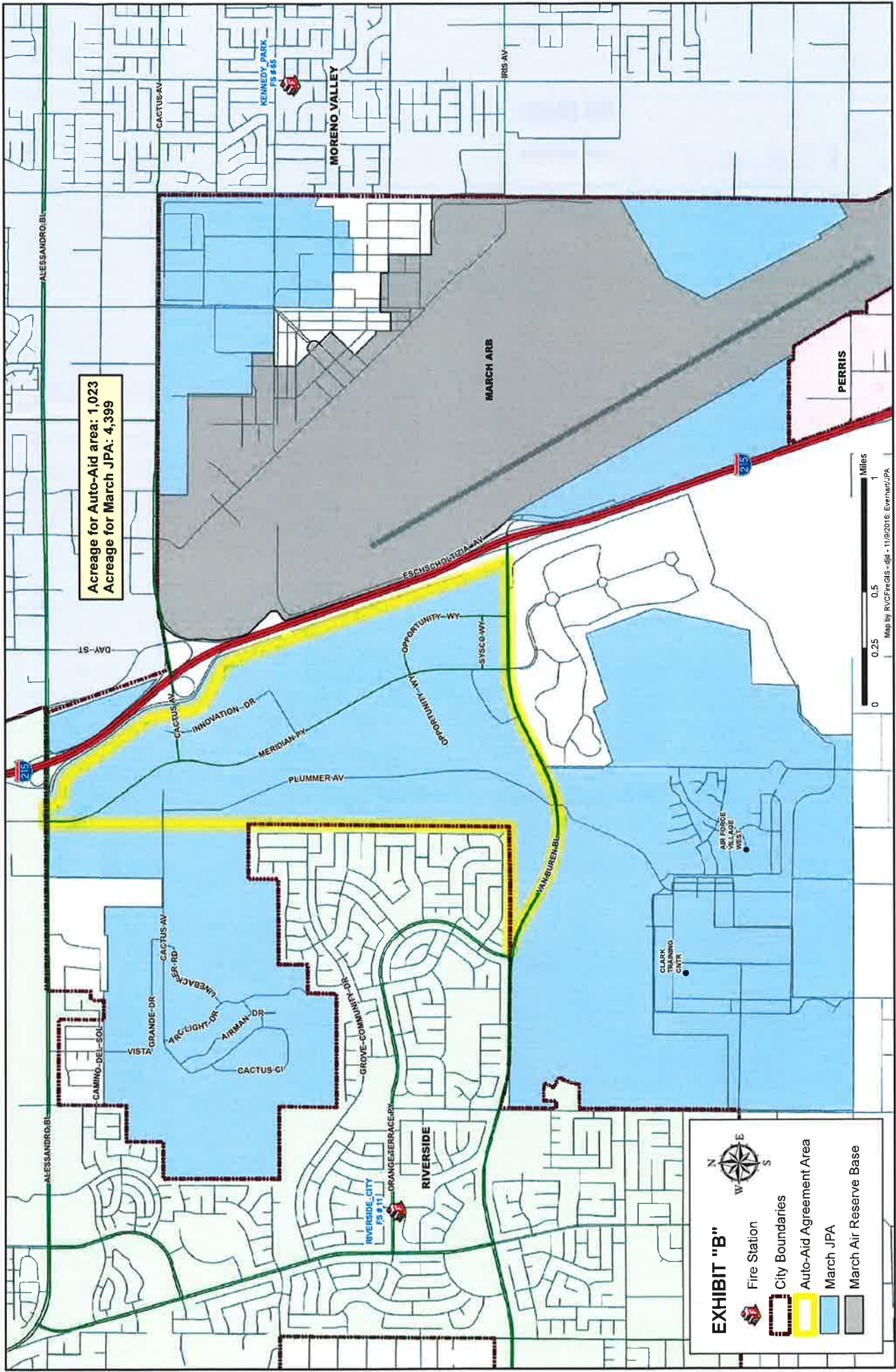
By: 
Elliot H. Min
Deputy City Attorney

EXHIBIT "A"
EMERGENCY RESPONSE AREA

Attached:

- Map of Emergency Response Area



Acres for Auto-Aid area: 1,023
 Acres for March JPA: 4,399

EXHIBIT "B"

- Fire Station
- City Boundaries
- Auto-Aid Agreement Area
- March JPA
- March Air Reserve Base



Map by RVCFireGIS - jgd - 11/9/2016; Evernat/JPA

EXHIBIT "B"

MUNICIPAL SERVICES AGREEMENT

Attached:

- Agreement for the Provision of Governmental Municipal Services and Distribution of Certain Revenues Between the County of Riverside and the March Joint Powers Authority
- First Amendment to Agreement for the Provision of Governmental Municipal Services and Distribution of Certain Revenues Between the County of Riverside and the March Joint Powers Authority

**AGREEMENT FOR THE PROVISION OF GOVERNMENTAL MUNICIPAL
SERVICES AND DISTRIBUTION OF CERTAIN REVENUES BETWEEN THE
COUNTY OF RIVERSIDE
AND THE MARCH JOINT POWERS AUTHORITY**

1. PARTIES AND DATE

This Agreement for the Provision of Governmental Municipal Services and Distribution of Certain Revenues between the County of Riverside and the March Joint Powers Authority ("the Agreement") is made and entered into this 19th day of June 2007, by and between the County of Riverside, a California governmental agency ("the County"), and the March Joint Powers Authority ("the Authority"), a California Joint Powers Authority, who together are sometimes referred to herein individually as "Party" or collectively as the "Parties."

2. RECITALS

2.1 "County" shall mean the County of Riverside, a political subdivision of the State of California.

2.2 "Authority" shall mean the March Joint Powers Authority, a local governmental entity composed of the member entities of the County of Riverside and the City of Riverside, the City of Moreno Valley and the City of Perris, which cities are hereinafter referred to as the "Municipal Entities," established through the adoption of a Joint Powers Agreement for the purpose of addressing the use, reuse, and joint use of the realigned March Air Force Base.

2.3 Agreement. This Agreement is intended to apply to all of those portions of the former March Air Force Base, as realigned, including all publicly owned lands within the boundaries of the former March Air Force Base, and when its terms and conditions are applicable, to the existing March Air Reserve Base and its cantonment area, all of which are wholly located within the unincorporated area of the County (the "Reuse Territory").

2.4 Purposes and Consideration. The purpose of this Agreement is to identify certain municipal services that are to be provided by each Party respectively within the Reuse Territory, and to identify those governmental revenues that the County has agreed shall be collected and allocated by the County to the Authority, in consideration of the Authority providing such services within the County and for the purpose of offsetting the cost of and paying for and providing certain governmental municipal services to be provided by the Authority within the Reuse Territory, which services might otherwise have to be provided by the County. The Parties hereto acknowledge that the division of municipal services and the payment to be made by the County to the Authority is unique and is expressly limited during the term to address the circumstances resulting from the realignment of the former March Air Force Base which was wholly owned and operated by the United States of America.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Authority and the County agree as follows:

RV PUB 732901.1

EACH DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED IS CERTIFIED TO BE A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL, UNFILED AND OF
RECORD IN THE OFFICE OF THE CLERK OF THE
COUNTY OF RIVERSIDE
DATE: June 30, 2007
RENEE HORTON

JUN 30 2007 2 41

3. TERMS AND CONDITIONS

3.1 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above. Said Recitals are incorporated herein and made an operative part of this Agreement.

3.2 Term and Extension. The term of this Agreement shall commence on July 1, 2007 and shall remain in effect for five (5) years so long as the Authority continues to operate and exist, unless terminated by either Party as further set forth in Section 8 of this Agreement. This Agreement shall automatically renew for one additional term of five (5) years unless either Party hereto gives notice in writing to the other Party of non-renewal no less than three hundred sixty five (365) days prior to the expiration of the original term of the Agreement. The additional term shall also be subject to termination by either Party as further set forth in Section 8 of this Agreement.

3.3 Authority Responsibility for Governmental Municipal Services. Subject to and in accordance with the terms of this Agreement, and except as otherwise provided in Section 3.4 of this Agreement, and excluding, for purposes of this Agreement, any real property within the Reuse Territory owned and operated by the United States of America, so long as such real property is owned and operated by the United States of America, the Authority shall continue, within the Reuse Territory, to provide for the following governmental municipal services until such time as all or any portion of such Reuse Territory is annexed to one, or more, of the Municipal Entities:

3.3.1 Entitlements. Review and consideration of all land use applications, and related planning, zoning and building entitlements;

3.3.2 Building Permits. Issuance of building permits;

3.3.3 Uniform Codes. Preparation and adoption of uniform building codes pursuant to the Uniform Codes (UBC) of the State of California, as well as health and safety regulations, related to the construction, operation and maintenance of buildings;

3.3.4 Plan Review. Review of all building and construction plans for private or public improvements proposed to be constructed, improved or reconstructed within the Reuse Territory, including, but not limited to, building and construction plans, street improvement plans, traffic signal plans, signage plans, striping plans, and grading and drainage plans;

3.3.5 Inspection. Inspection of public improvements prior to acceptance of such public improvements by the Authority;

3.3.6 Certification of Occupancy. Final inspections and issuance of certificates of occupancy for the occupancy of buildings;

3.3.7 Maintenance Districts. Creation and implementation of landscape and lighting maintenance districts to perform maintenance and irrigation on all landscape within public rights-of-way appurtenant to new development, or as appropriate, appurtenant to existing buildings, including, but not limited to, landscape easements, landscape within the right of way, landscaped medians, common open space, non-regional project storm water detention basins, certain flood control facilities, street sweeping and all catch basins and all street light maintenance, repair and electrical charges pertaining to street lighting, except as such landscaping and lighting is otherwise owned, operated and maintained by the United States of America, or until such time as the territory, including such landscaping and lighting, is annexed to one of the Municipal Entities;

3.3.8 Right-of-way Acquisition. Acquisition of all necessary public rights-of-way;

3.3.9 Street Maintenance. Except as otherwise specified in this Agreement, maintenance and operation of all public streets, and related public street improvements, including street, curb, gutter, sidewalk, traffic signals, street signage and street striping, to agreed upon standards;

3.3.10 Maintenance and Operation of Access Road. Maintenance and operation of the permanent roadway which provides access to County's Ben Clark Training Center and the base reuse territory at such time as such road is permanently reconstructed and realigned;

3.3.11 Annual Fire Inspections. Annual fire inspections; and

3.3.12 Street Signs. Review of applications for new street signs and maintenance of all new street signs for all roadways to be constructed, operated and maintained by the Authority.

3.4. County Responsibility for Governmental Municipal Services. Subject to and in accordance with the terms of this Agreement and in particular the requirements of Section 3.3 of this Agreement, the County shall, within the Reuse Territory, provide for the following governmental municipal services until such time as all, or any portion, of such Reuse Territory is annexed to one, or more, of the Municipal Entities except that nothing herein shall preclude either County or Authority respectively from charging third parties, fees and charges imposed by County or Authority for the provision of governmental municipal services to be provided by the Parties:

3.4.1 Public Safety. Public safety services of the County Sheriff's Department, at the level specified in and pursuant to the terms of that certain existing agreement between the Authority and the County Sheriff's Department, which agreement expires June 30, 2012, but is expected to be continued from time to time;

3.4.2 Emergency Fire and Fire Marshal. Emergency fire response services and fire marshal services;

3.4.3 Emergency Response. Emergency medical response, technical rescue response and emergency hazardous materials response;

3.4.4 Plan Review. Fire sprinkler and water system and underground fire plan review for all buildings to be constructed or tenant improvements made to buildings within the Reuse Territory including plan checks, fire occupancy inspections and OSHPD (hospitals and acute care facilities) plan checks and fire marshal plan reviews, to the extent required by law;

3.4.5 Road Plan Review. Review and approval of construction plans, inspection, maintenance and operation, with regard to Van Buren Boulevard, Barton Road and Alessandro Boulevard within the County, including related public street improvements, including street, curb, gutter, sidewalk, traffic signals, street signage and street striping, to agreed upon standards;

3.4.6 Lead Agency Services. Assumption of Lead agency services for purposes of completing design and construction plans for the I-215/Van Buren Road Interchange, including the submission of such plans to Cal-Trans, following completion of the project approval and environmental document (the "PA/ED") process by the Authority;

3.4.7 Annual Inspections. Annual building code, fire and Authority NPDES inspections on behalf of the Authority, unless the Parties agree that the Authority shall directly undertake all, or any portion, of such inspections provided the County shall undertake the enforcement of all such actions arising from such inspections;

3.4.8 Interim Access Road. Realignment and construction of the interim roadway providing access to County's Ben Clark Training Center as required by the County's EIR for County's Ben Clark Training Center project no later than December 31, 2007;

3.4.9 Signs. Review of applications for new street signs and maintenance of all new street signs for all roadways to be constructed, operated and maintained by the County;

3.4.10 Animal Control. Animal control services; and

3.4.11 Code Enforcement. Code enforcement services.

4. GOVERNMENTAL REVENUE SHARING

4.1 Governmental Revenues. As used herein, the term "Governmental Revenues" shall refer to any sales, use taxes, transient occupancy taxes and franchise fees arising from the use, operation or possession of franchises within the Reuse Territory, less such franchise fees paid by the County and any tax increment pass through revenues received by the County under the above referenced tax increment agreement.

4.2 Sales and Use Taxes. All sales, and use taxes generated within the Reuse Territory during the term of this Agreement to which the County is otherwise entitled

shall be collected by and thereafter allocated and remitted by the County to the Authority, for use by the Authority in funding the governmental municipal services described in this Agreement until such time as all, or any portion, of the Reuse Territory is annexed to one or more of the Municipal Entities, at which time the Governmental Revenues generated by such portion of the Reuse Territory shall be allocated as provided for by the terms and conditions of such annexation. The County shall collect all such sales and use tax revenue and shall provide the funds to the Authority, in the manner to be mutually agreed upon by the Parties.

4.3 Transient Occupancy Taxes. All transient occupancy taxes generated within the Reuse Territory during the term of this Agreement shall be collected and allocated by the County to the Authority, for use by the Authority in funding the services described in this Agreement until such time as all, or any portion, of the Reuse Territory is annexed to one or more of the Municipal Entities, at which time the Governmental Revenues generated by such portion of the Reuse Territory shall be allocated as provided for by the terms and conditions of such annexation. The County shall collect all such transient occupancy tax revenue and shall provide the funds to the Authority, in the manner to be agreed upon by the Parties.

4.4 Franchise Fees. All franchise fees arising from the use, operation or possession of franchises within the Reuse Territory granted by the County to which the County is entitled less such franchise fees paid by the County during the term of this Agreement shall be collected and allocated by the County to the Authority for use by the Authority in funding the services described in this Agreement until such time as all, or any portion, of the Reuse Territory is annexed to one or more of the Municipal Entities, at which time the Governmental Revenues generated by such portion of the Reuse Territory shall be allocated as provided for by the terms and conditions of such annexation.

4.5 Tax Increment Agreement. That certain Cooperation Agreement (the "Tax Agreement") entered into by the County, the Authority and the March Joint Powers Redevelopment Agency dated August 20, 1996, relating to pass through tax increment funds, shall remain unchanged by this Agreement.

5. REPORTING AND AUDITS

Each Party shall make available for inspection by the other Party, upon three (3) business days' notice, all correspondence, records, general ledgers, and books of account, insofar as they pertain to collection, remittance and accounting for the Governmental Revenues, during the term and for a period of three (3) years following expiration or earlier termination of this Agreement. At either Party's request, such books and records may be subjected to an audit to verify their accuracy. The costs and expenses associated with such audits shall be paid by the Party requesting such audits; provided that if auditing irregularities are discovered upon completion of any audit, the Party responsible for the relevant books and records shall bear the costs associated with resolving such auditing irregularities.

6. INDEMNIFICATION

Each Party shall indemnify and hold harmless the other Party and its officers, employees, agents and representatives from and against any and all costs, losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees) ("Losses") incurred or suffered by the indemnified Party resulting from a failure by the indemnifying Party to perform its obligations under or comply with the terms of this Agreement.

7. EVENTS OF DEFAULT

Failure by either Party to perform any of its obligations under this Agreement, if such failure is not cured within sixty (60) days from the receipt of notice from the other Party of a breach of any financial term of this Agreement, or within thirty (30) days from the receipt of notice from the other Party regarding a breach in the performance of any of the services described in this Agreement, shall be considered an "Event of Default" under this Agreement. Notwithstanding the foregoing, if the nature of such breach is such that the same cannot reasonably be cured within the specified period, such breach shall not be considered an Event of Default if the Party in breach of this Agreement diligently commences to cure said breach within such period and thereafter diligently proceeds to rectify and cure said breach as soon as possible.

8. TERMINATION

8.1 Termination. Commencing with the date first herein written, this Agreement may be terminated by either Party providing one hundred eighty (180) days' notice of its intent to terminate to the other Party, which notice shall specify the effective date thereof.

8.2 Effect of Termination. Upon termination of this Agreement, all amounts due for services rendered up to the effective date of termination shall be calculated and paid pursuant to the terms of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

The Authority and the County have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their party warrants that he or she has the legal power, right, and authority to make this Agreement and bind his or her respective party.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Riverside County.

11. DISPUTES

11.1 Referral to Technical Advisory Committee. All disputes, claims and controversies under this Agreement ("Disputes") shall be referred to the Technical Advisory

Committee of the Authority which shall meet within thirty (30) days of such referral to seek an amicable resolution of such Disputes.

11.2 Non-Binding Mediation. If a Dispute cannot be resolved by the Technical Advisory Committee, the Parties agree to submit the Dispute to non-binding mediation prior to terminating this Agreement, or filing a claim for litigation. A neutral mediator, acceptable to the Parties, shall be used to mediate the Dispute, with the costs to be shared equally by the Parties.

12. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or any other similar arrangement between the Parties. Neither Party to this Agreement shall be deemed to be a representative, an agent or an employee of the other Party. Unless otherwise expressly specified in this Agreement, neither Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of the other Party, nor bind the other Party in any respect, without the specific prior written authorization of the other Party. The obligations of the Parties shall be several and not joint.

13. AMENDMENTS

No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by both Parties.

14. WAIVER

Neither Party shall be deemed to have waived any provision of this Agreement unless such waiver is in writing and signed by such Party.

15. LEGAL COMPLIANCE

The Parties shall comply with all of applicable laws and regulations related to the transactions contemplated by this Agreement. Notwithstanding any other provision in this Agreement, neither Party shall be required to perform any obligation applicable to it under this Agreement if the performance of such obligation will violate any law or governmental rule or regulation applicable to such Party.

16. FURTHER ASSURANCES

Upon the reasonable request of a Party, the other Party shall take such actions, and execute such certificates, documents or instruments, necessary or appropriate to fulfill the obligations under this Agreement.

17. HEADINGS

The section headings used in this Agreement are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the matters herein and shall supersede and replace any and all other prior understandings, correspondence and agreements, oral or written, between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

MARCH JOINT POWERS AUTHORITY
a California Joint Powers Authority

Marian Alley
Chairman

ATTEST:

Authority Secretary

Approved as to Form and Content:

John E. ...
Authority Counsel

COUNTY OF RIVERSIDE
a California Governmental Agency

John Tavaglione
By JOHN TAVAGLIONE
CHAIRMAN, BOARD OF SUPERVISORS

Title

Approved as to Form and Content:

Kath A. ...
County Counsel

ATTEST:

NANCY ROMERO, Clerk of the Board

By: Nancy Romero
Deputy

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COOPERATION AGREEMENT BY
THE COUNTY OF RIVERSIDE,
THE MARCH JOINT POWERS AUTHORITY, AND
THE MARCH JOINT POWERS REDEVELOPMENT AGENCY

THIS AGREEMENT is entered into on the 20th day of August, 1996, by and between the County of Riverside (the "County"), the March Joint Powers Authority (the "Authority"), and the March Joint Powers Redevelopment Agency (the "Agency").

WHEREAS, the Authority and the Agency have adopted by Ordinance No. 96-02 the March Air Force Base Redevelopment Project (the "Project") and a Redevelopment Plan (the "Plan") to implement the Project; and,

WHEREAS, the County is an affected taxing entity which would otherwise have general purpose ad valorem property taxes levied on its behalf on all of the taxable property located within the Project area; and,

WHEREAS, the County, the Authority, and the Agency have determined it is appropriate to alleviate financial burden or detriment caused to the County by the Project; and,

WHEREAS, the Authority and the Agency are willing to alleviate said financial burden by authorizing allocations of money to be used to fund County services, projects, and programs which will benefit the Project, the immediate area and the region in which the Project is located; and,

WHEREAS, the County, the Authority, and the Agency wish to enter into a cooperative agreement to ensure that County services and facilities are provided in the Project and the immediate area in which the Project is located; and,

WHEREAS, the County submitted objections to the Project as part of the administrative record and described therein the financial burden and/or detriment that would be sustained by the County as a result of the Project; and,

WHEREAS, the County, the Authority, and the Agency desire to resolve and settle, once and for all times, all past, present or future claims, disputes or causes of action, both real or potential, arising against Agency and Authority in relationship to the Project;

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

Section 1. Definitions.

(a) "County" shall mean the County of Riverside, a political subdivision of the State of California.

(b) "Authority" shall mean the March Joint Powers Authority.

(c) "Agency" shall mean the March Joint Powers Redevelopment Agency, a body corporate and politic.

(d) "Project" shall mean the specific project area and redevelopment activities as set forth in the Redevelopment Plan for the Project.

(e) "Tax Increment Revenues" shall mean that portion of ad valorem property tax revenues resulting from the increase in assessed valuation in the Project, which would be allocated the Agency pursuant to Section 33670 of the Health and Safety Code.

The ad valorem property tax revenues shall refer to the 1% levy allowed under Article XIII A of the Constitution of the State of California, and shall not include those taxes levied in excess of the 1% general levy.

(f) "County's Proportionate Share" shall mean that portion of Tax Increment Revenues that would be allocated and paid to the County General Fund, net of the twenty percent 20% housing set-aside pursuant to calculations required in Health and Safety Code Section 33334.2.

(g) "Fiscal Year" shall mean the period from July 1 to and including the immediately following June 30.

(h) "Base Year" shall mean the 1995-96 fiscal year.

Section 2. Distribution of Tax Increment.

2 (a) Throughout the entire life of the project the amount of property tax increment
3 allocated to the County Free Library Fund and the County Fire Fund shall equal **one hundred**
4 **percent (100%)** of the their Proportionate Share of property taxes received during the fiscal year the
5 funds are to be allocated. Allocations by the Agency to the County, County Free Library and County
6 Fire shall be completed no later than **ten (10) days** following receipt by the Agency of Tax Increment
7 Revenues.

8 (b) No allocation to the County of the County's Proportionate Share of Tax Increment
9 Revenues shall be made to the County until the first year that the annual aggregate Tax Increment
10 Revenues generated within the entire redevelopment project area reach or exceed **one million dollars**
11 **(\$1,000,000)**.

12 (c) Beginning in the first year that the annual aggregate Tax Increment Revenues
13 generated within the entire redevelopment project area reach or exceed **one million dollars**
14 **(\$1,000,000)**, the amount of property tax increment to be allocated to the County shall equal **fifty**
15 **percent (50%)** of the County's Proportionate Share of property taxes received during the fiscal year
16 the funds are to be allocated. Allocation to the County shall remain equal to fifty percent of the
17 County's Proportionate Share until the annual aggregate Tax Increment Revenues generated within
18 the entire redevelopment project area reach or exceed **two million dollars (\$2,000,000)**.

19 (d) Beginning in the first year that the annual aggregate Tax Increment Revenues
20 generated in the entire redevelopment project area reach or exceed **two million dollars (\$2,000,000)**,
21 the amount of property tax increment to be allocated to the County shall equal **one hundred percent**
22 **(100%)** of the County's Proportionate Share of property taxes received during the fiscal year the
23 funds are to be allocated and shall continue every year thereafter, regardless of the amount of annual
24 aggregate Tax Increment Revenues generated within the entire redevelopment project area.

Section 3. Allocation of Special Taxes.

2 Pursuant to Section 33676(a)(1) of the California Health and Safety Code, the County shall
3 be allocated, in addition to the portions of taxes allocated pursuant to Subsection (a) of Section
4 33670 of the Health and Safety Code and Section 2 of this Agreement, all or any portion of the
5 special tax revenue that would otherwise be allocated to the Agency pursuant to Subdivision (b) of
6 Section 33670 that is attributable to increases in the rate of tax imposed for the benefit of the County
7 which increase in rates occurs after the 1996-97 tax year.

Section 4. Modification and Termination.

8 If, after this Agreement is executed, any laws, regulations, rules, or policies are enacted or
9 enforced in conflict with all or any portion of this Agreement, which reduces the amount of Tax
10 Increment Revenues which flows to the County, the County and the Agency agree the parties shall
11 meet, in good faith, to amend this Agreement so as to preserve as much of the original intent as
12 possible without unduly burdening either party.

14 In the event the Ordinance adopting the Project or any section or portion of this Agreement
15 shall be held, found or determined to be unenforceable or invalid for any reason whatsoever, the
16 remaining portions shall remain in effect, and the parties hereto shall take further actions necessary
17 and available to effectuate the intent of the parties as to all provisions set forth in this Agreement.

Section 5. Limitation on Allocation.

19 Pursuant to this Agreement, annual allocations of Tax Increment Revenues shall only be made
20 from Tax Increment Revenues which are actually collected for the applicable fiscal year. In any fiscal
21 year the County shall not receive more than the County's Share of Tax Increment Revenues.

Section 6. Indebtedness.

23 The obligations of the Agency under this Agreement shall constitute an indebtedness of the
24 Agency for the purposes of carrying out the Project. No allocation made to the County pursuant to
this Agreement shall be counted against the tax increment limit established for the Project, pursuant

to Health and Safety Code Section 33333.4(a).

2 **Section 7. Legal Fees.**

3 In the event either party to this agreement is required to institute litigation to enforce its legal
4 rights arising out of this Agreement, the prevailing party in such action shall be entitled, in addition
5 to its other relief, to recover reasonable attorney's fees and court costs therefor.

6 **Section 8. Notices.**

7 Written notice required pursuant to this agreement shall be given by mail or delivered
8 personally to the chief executive officer at the principal place of business of each of the parties.

9 **Section 9. Covenant Not to Sue.**

10 The County further covenants and agrees and irrevocably binds itself forever at no time or
11 place to commence or prosecute any other action on account of any claim, arising out of the
12 Authority and Agency's adoption of the redevelopment plan for the Project. This covenant does not
13 preclude the County from challenging or pressing any claims relating to distribution of tax increment
14 under this Agreement. This covenant does not preclude the County from challenging any future
15 adoptions of or amendments to redevelopment plans.

16 **Section 10. Effective Date and Term.**

17 This Agreement shall become effective upon the effective date of above referenced Ordinance
18 No. 96-02 and shall remain in effect during the life of the Project, or until such time as the Agency's
19 legal claim on Tax Increment Revenues shall cease, whichever occurs later.

20 **Section 11. Entire Agreement.**

21 This Agreement constitutes the entire, complete, and final expression of agreement between
22 the parties.

23 IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first
24 written above.

COUNTY OF RIVERSIDE

By: Kay Cominos
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

Lee A. Vincent
County Counsel

Ballaver
Clerk of the Board

MARCH JOINT POWERS AUTHORITY
MARCH JOINT POWERS REDEVELOPMENT AGENCY

By: Joy Deffenbaugh
Chairman

APPROVED AS TO FORM:

ATTEST:

Johnston
Agency General Counsel

Wendy Robinson
Agency Secretary

**FIRST AMENDMENT TO AGREEMENT
FOR THE PROVISION OF GOVERNMENTAL MUNICIPAL SERVICES
AND DISTRIBUTION OF CERTAIN REVENUES BETWEEN
THE COUNTY OF RIVERSIDE AND
THE MARCH JOINT POWERS AUTHORITY**

This First Amendment to the Agreement for the Provision of Governmental Municipal Services and Distribution of Certain Revenues between the County of Riverside and the March Joint Powers Authority ("First Amendment") is made and entered into this 15 day of December 2015, by and between the County of Riverside, a California governmental agency ("the County"), and the March Joint Powers Authority ("the Authority"), a California Joint Powers Authority, who together are sometimes referred to herein individually as "Party" or collectively as the "Parties."

1. Recitals.

- a. The Parties entered into an Agreement for the Provision of Governmental Municipal Services and Distribution of Certain Revenues on June 19, 2007 ("Agreement").
- b. The Agreement identifies certain municipal services that are to be provided by each Party within the Reuse Territory and identifies those governmental revenues to be allocated by the County to the Authority in consideration of the Authority providing those municipal services within the Reuse Territory.
- c. Both Parties now desire to extend the Agreement for an additional five (5) years.

2. Amendments.

- a. Section 3.2 is hereby replaced in its entirety with the following:

"3.2 Term. This Agreement shall remain in effect until June 30, 2022, unless terminated as set forth in Section 8 of this Agreement."
- b. Section 3.3.13 is hereby added to read as follows:

"3.3.13 Annual Inspections. Annual building code, fire, and NPDES inspections. The Authority will handle the enforcement of all actions arising from building code and NPDES inspections."
- c. Section 3.4.7 is hereby replaced in its entirety with the following:

"3.4.7 Annual Inspections – Enforcement. The County will handle the enforcement of all actions arising from the Annual Inspections referenced

in Section 3.3.13 with the exception of those arising from building code or NPDES inspections.”

- d. Section 4.2 is hereby amended in its entirety with:

“4.2 Sales and Use Taxes & Franchise Fees.

Sales and Use Taxes. All sales, and use taxes generated within the Reuse Territory during the term of this Agreement to which the County is otherwise entitled shall be collected by and thereafter allocated and remitted by the County to the Authority, for use by the Authority in funding the governmental municipal services described in this Agreement until such time as all, or any portion, of the Reuse Territory is annexed to one or more of the Municipal Entities, at which time the Governmental Revenues generated by such portion of the Reuse Territory shall be allocated as provided for by the terms and conditions of such annexation. The County shall collect all such sales and use tax revenue and shall provide the funds to the Authority, in the manner to be mutually agreed upon by the Parties.

Franchise Fees. All franchise fees arising from the use, operation or possession of franchises within the Reuse Territory granted by the County to which the County is entitled less such franchise fees paid by the County during the term of this Agreement shall be collected and allocated by the County to the Authority for use by the Authority in funding the services described in this Agreement until such time as all, or any portion, of the Reuse Territory is annexed to one or more of the Municipal Entities, at which time the Governmental Revenues generated by such portion of the Reuse Territory shall be allocated as provided for by the terms and conditions of such annexation.

Notwithstanding the foregoing, Sales and Use Taxes and Franchise Fees will be initially capped at \$600,000, for Authority operational budget purposes. Should Sales and Use Taxes and Franchise Fees increase beyond \$600,000, the County will make available additional revenue to be utilized for business incentive purposes to promote economic development. The County Executive Office and the Economic Development Agency will administer the approval of business incentives, which will occur on a reimbursement basis. Business incentives will be limited to the reimbursement of offsite infrastructure improvement costs, utility connection and capacity charges, environmental and planning fees, as well as renewable energy facility improvements. Business incentives are to be capped at \$150,000, revenue allowing. The County bears no obligation to pay for these activities if revenues do not increase to these stipulated levels. In no event will the County allocate more than \$750,000 annually to the Authority, revenue permitting”

- e. Section 4.4 is hereby deleted in its entirety.
- f. Section 8.1 is hereby replaced in its entirety with the following:

“8.1 Termination. This Agreement shall remain in effect for the duration of the term as set forth in Section 3.2 unless the Authority ceases to operate and exist, at which point this Agreement shall be deemed terminated.”

3. Continuing Effect of Agreement. All terms and conditions of the Agreement shall remain in full force and effect except as expressly changed by this First Amendment. All definitions in the Agreement shall apply to this First Amendment.

SIGNATURES ON FOLLOWING PAGE

**SIGNATURE PAGE TO
FIRST AMENDMENT TO
AGREEMENT FOR THE PROVISION OF GOVERNMENTAL MUNICIPAL
SERVICES AND DISTRIBUTION OF CERTAIN REVENUES BETWEEN THE
COUNTY OF RIVERSIDE
AND THE MARCH JOINT POWERS AUTHORITY**


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

MARCH JOINT POWERS AUTHORITY
a California Joint Powers Authority


Chairman, March Joint Powers Commission

ATTEST:


Authority Secretary

Approved as to Form and Content:

Authority Counsel

COUNTY OF RIVERSIDE
a California Governmental Agency


Chairman, Board of Supervisors
MARION ASHLEY

ATTEST: **KECIA HARPER-IHEM**


Clerk of the Board

Approved as to Form and Content:


County Counsel

EXHIBIT "C"

TOTAL COMPENSATION

Total Compensation for Fiscal Year 2018/2019 is estimated Eighty-Seven Thousand Eight Hundred Twenty-Six 0/100 Dollars (\$87,826.00).

Table 1A RIVERSIDE FIRE DEPARTMENT COST METHODOLOGY				
Riverside Fire Administrative Rate	23.84%			
Riverside Dispatch Processing Per Call	\$43.65			
Fully Burdened Personnel Rate	Engine	Truck	Squad	BC Unit
Battalion Chief	\$0	\$0	\$0	\$111
Captain	\$80	\$80	\$0	\$0
Engineer	\$75	\$75	\$0	\$0
Firefighter/Paramedic	\$60	\$60	\$60	\$0
Firefighter	\$60	\$60	\$60	\$0
Total Crew Cost	\$277	\$277	\$121	\$111
Apparatus Billable Hourly Rate	\$97	\$97	\$0	\$0
Total Apparatus Rate	\$374	\$374	\$121	\$111

TABLE 2A - 1 ENGINE RESPONSE - Meridian					
Annual Cost Allocation Worksheet					
ITEM	RATE	FORMULA	CALL DATA	AMOUNT	TOTAL
Incidents					
Total Engine Responses	\$374	(Rate X Responses)	170	\$63,498	\$63,498
Dispatch Costs	\$44	(Incident Data X Rate)	170	\$7,421	\$70,919
Subtotal:				\$70,919	\$70,919
Administrative Rate	23.84%	(Subtotal x Rate)		\$16,907	\$87,826
Total:					\$87,826

TABLE 2B - TOTAL COMPENSATION -ENGINE RESPONSE	
Meridian Business Park Area	\$87,826
Total:	\$87,826