

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



**ITEM: 3.10  
(ID # 21667)**

**MEETING DATE:**

Tuesday, April 18, 2023

**FROM :** EXECUTIVE OFFICE:

**SUBJECT:** EXECUTIVE OFFICE: Approval of the Fourteenth Amendment to the Joint Powers Agreement among the Member Agencies relating to the March Joint Powers Authority; Approval of the Tax and Revenue Sharing Agreement among the Cities of Moreno Valley, Perris, Riverside and the County of Riverside through August 1, 2041; and Approval of the Amended Restated Municipal Services Agreement between the County of Riverside and the March Joint Powers Authority for the Provision of Governmental Municipal Services from July 1, 2023 to June 30, 2025. All Districts

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and Authorize the Chairman to sign on behalf of the County of Riverside the Fourteenth Amendment to the Joint Powers Agreement among the Member Agencies relating to March Joint Powers Authority;
2. Approve and Authorize the County Executive Officer to sign on behalf of the County of Riverside the Tax and Revenue Sharing Agreement among the Cities of Moreno Valley, Perris, Riverside, and the County of Riverside through August 1, 2041;
3. Approve and Authorize the Chairman to sign on behalf of County of Riverside the Amended Restated Municipal Services Agreement between the County of Riverside and the March Joint Powers Authority from July 1, 2023 to June 30, 2025; and
4. Authorize the County Executive Officer or his designee to implement the agreements through the appropriate county processes, including but not limited to, coordination with Auditor-Controller and Treasurer Tax Collector, and requesting appropriations through the budget process.

**ACTION:Policy**

Juan C. Perez, Chief Operating Officer

4/12/2023

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: April 18, 2023  
xc: E.O.

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>NET COUNTY COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>SOURCE OF FUNDS: Revenue Sharing Agreement</b>			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	<b>2024-2041</b>

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

**Background**

The March Joint Powers Authority was established in 1993 via a Joint Powers Agreement between the Cities of Moreno Valley, Perris, Riverside and the County of Riverside, to ensure the effective reuse of the former March Air Force Base, which was realigned from an active-duty base to a reserve base. Among the primary objectives for forming the March JPA was to prevent the loss of thousands of jobs and millions of dollars, ensure the long-term viability of the airport, and facilitate economic development within the region. The former air base served as a critical economic generator for the region and to preserve its function as an operational, joint-use airfield, the JPA was granted land use and public utility authority, and designated as the Successor Agency and March Inland Port Authority. The JPA was also tasked with the provision of municipal services to the March JPA area.

To date, the JPA has successfully overseen the reuse of many properties within the 3,500-acre area. Tens of millions of dollars have been invested into development projects and improvements to critical infrastructure, including projects like the Heacock Channel, airport infrastructure projects, airport property improvements such as the VIP-215 Freeway Business Center, and the Lateral B right of way project that will complete Riverside County's Perris Valley Drainage Plan. It should be noted that a number of projects were financed using bonds issued by the March Redevelopment Agency, which are expected to be in place into 2041. The JPA is also overseeing development of the Meridian Business Park which provides extensive mixed-use, commercial, industrial, and open space uses. These projects have helped generate thousands of jobs, expanded commercial, industrial, and recreational uses, and helped protect vital infrastructure that serves the greater region and the March Air Reserve Base. Based on information provided by the JPA, over 12,000 jobs have been created with 7,000 more expected, and over \$15 million generated in mitigation impact fees. The JPA continues to support the economic growth of the area and is currently overseeing about 1,000 acres of development still in progress.



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

**Proposed Sunsetting of March Joint Powers Authority**

March JPA has been successful in achieving its mission, with most of the remaining properties under contract and the airport stabilized and performing well. Recognizing this milestone in the strategic repositioning of the former Base, the March Joint Powers Commission directed staff to commence the process to sunset the JPA and divide assets among the member agencies where possible. At the time of formation, the member agencies did not formalize a process for the sunsetting of the JPA, so therefore the Commission tasked the city and county staff representatives to the technical advisory committee to work together to develop dissolution parameters that would be acceptable to all the member agencies.

Since late 2020, staff from the member agencies have therefore been in discussions on how to best sunset the JPA. These discussions have led to the development of the Tax and Revenue Sharing Agreement and the Fourteenth Amendment to the Joint Powers Agreement. Together, these documents outline how land sale assets, which have been collected by the JPA, and tax revenues, which have been collected by the County of Riverside, shall be distributed; the transfer of non-airport duties to the county; and the retention of the March Inland Port Airport Authority as the agency responsible for continued airport operations.

The parties have determined that it would be beneficial to all the member agencies to develop a path whereby the territory under the March JPA jurisdiction continues within the county unincorporated area for the remainder of the period that debt service continues on the bonds (into 2041), and provides for sharing of revenues amongst the member agencies, rather than the protracted (and potentially challenging) process of carving up the JPA boundaries through annexations.

Although the term Sunsetting is being used, the JPA will be restructuring its mission and reduce its operation to that of the March Inland Port Airport Authority (MIPAA) and other associated functions (such as servicing the redevelopment debt) that would not otherwise be transferred to the county's unincorporated area jurisdiction as described below.

**The Fourteenth Amendment to the Joint Powers Agreement**

The goal of the Fourteenth Amendment is to address the future completion of the land use redevelopment phase of the original purpose of the Joint Powers Agreement and transition into a new phase of inter-governmental cooperation in the operation and management of the March Inland Port Airport. On July 1, 2025, the Fourteenth Amendment triggers the following changes to the governance of the JPA's boundary:

- Removes the JPA's land use and municipal service obligations, leaving those obligations to the county because the JPA's boundary is unincorporated. Compensation to the county for assuming these obligations as well as distribution of tax revenues is outlined in the Tax Sharing and Revenue Agreement.

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

- Retains the March Inland Port Airport Authority as the entity responsible for the ongoing management and operation of the inland port airport. This includes having all the rights, powers, and duties related to the operation of the Airport including the authority to collect and retain, for airport purposes, any and all lease revenues from airport properties.
- Transitions the March Inland Port Airport Authority to serve as the Successor Agency of the former March Joint Powers Redevelopment Agency to ensure that bond debt activities are unaffected.

**The Tax and Revenue Sharing Agreement**

With the transition of the JPA to an Airport Authority, this means that tax revenues currently collected by the county as well as certain assets held by the JPA will be available for distribution among the member agencies. To determine how the available funds shall be distributed and provide compensation to the county for the cost of providing municipal and county-wide services, the member agencies have worked together to develop the proposed Tax and Revenue Sharing Agreement.

Under the Tax and Revenue Sharing Agreement, the county and cities would begin to divide up revenues currently collected by the county starting in Fiscal Year (FY) 23-24. As outlined in Section 2 of the proposed Tax and Revenue Sharing Agreement, the revenues subject to the Tax and Revenue Sharing Agreement include the following:

1. The county's share of Redevelopment Property Tax Trust Fund (RPTTF) Property Taxes, net of the county's cost of services provided in the JPA area,
2. Sales Taxes collected on properties within the JPA area,
3. Transient Occupancy Taxes ("TOT") collected on hotels within the JPA area, and
4. Franchise Fees collected within the JPA area (Estimated by delineated formula)

The member agencies have agreed that a portion of RPTTF revenues shall be given to the county for providing services in an amount based on cost of services in FY 20-21 (estimated at \$2.4 million) increased annually by the rate of increase in local Consumer Price Index (CPI). An additional portion of RPTTF revenues shall be paid to the cities of Moreno Valley and Riverside to reimburse the cities for RPTTF lost due to redevelopment areas included within city boundaries. The remaining RPTTF shall be split between all members with the county receiving 75% and the cities splitting 25% equally (8.33% per member city). The Sales Taxes, TOT, and Franchise Fees shall be split equally among all member agencies (25% each).

The Revenue and Tax Sharing Agreement governs how the county is to share these revenues with the member agencies. Separately, the future sales of properties and other assets of the JPA are to be divided equally among all member agencies as provided under the Joint Powers Agreement, as amended by the 14<sup>th</sup> Amendment. The member agencies will have jurisdiction over the amount and timing of these distributions. Based on preliminary estimates from the JPA, staff anticipates on having roughly \$87 million in existing assets and incoming land sale



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

payments, between 2022-2035, which would be distributed equally above any costs required for JPA administration.

The member agencies evaluated multiple tax sharing formula proposals throughout the negotiation process. Each of these proposals was modeled by the JPA’s financial consultant, RSG, Inc., in order to give members an idea of what their anticipated revenues might be (actual revenues may be different) and reviewed by the Executive Office as well. Table 1 below provides an estimate of how much each Member Agency should expect to receive in the first year of the Tax and Revenue Sharing Agreement, FY 23-24, accounting for inflation. RSG estimates that the March JPA area will generate roughly \$11.1 million in RPTTF in FY 23-24. County service costs amounting to \$2.4 million and replenishment RPTTF of \$832,914 for Moreno Valley and \$783 for City of Riverside will be taken off the top of the total RPTTF. The remaining property tax will be split with the county receiving 75%, roughly \$5.7 million, and each City receiving 8.33%, roughly \$638,126. The Sales Taxes, TOT, and Franchise Fees for FY 23-24 is estimated at \$4.9 million, which split evenly among the member agencies is about \$1.2 million each. These estimates are based on actual FY 21-22 Apportionment Reports published by the Riverside County Auditor Controller to calculate RPTTF, JPA financial reports on TOT and Franchise Fee estimates, as well as Sales Tax estimates provided by the county and have been inflated to account for growth in FY 23-24. It should be noted that these projections may vary dependent on market fluctuations and rate of economic growth within the JPA area.

**Table 1: Total funds distributed in the first year of the Tax and Revenue Sharing Agreement (Estimated)**

<b>Member Agency</b>	<b>FY 2023-24</b>
County (net of county service costs)	\$ 6,968,533
Moreno Valley	\$ 2,696,436
Perris	\$ 1,863,522
Riverside	\$ 1,864,305
<b>Subtotal</b>	<b>\$ 13,392,796</b>

1. These amounts do not include any money from land sales which shall be split evenly among the Agencies.
2. County will receive an additional estimated \$2.4 million cost of services.

The Tax and Revenue Sharing Agreement shall remain in effect until August 1, 2041, at the time that the Successor Agency’s debt service is paid off. At the expiration of the Tax and Revenue Sharing Agreement term, the member agencies may proceed with efforts to annex JPA territories or could potentially extend the Tax and Revenue Sharing Agreement.

Because the Tax and Revenue Sharing Agreement is contingent on the county continuing to collect tax revenues on JPA properties, the member agencies have agreed to not engage in any efforts to annex territories or encourage the annexation of territories throughout the duration of

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

the Tax and Revenue Sharing Agreement. Any member who disregards this part of the Tax and Revenue Sharing Agreement shall be required to reimburse to the county any payments made under this Tax and Revenue Sharing Agreement to date and shall not receive any further payments. The county shall redistribute the reimbursement equally among all non-violating member agencies. If any third-party initiates annexation of JPA property into one of the city jurisdictions, the member agency annexing that property shall pay to the county any property, sales, or transient occupancy taxes generated by the property, which the county shall distribute among all remaining member agencies in accordance with this Tax and Revenue Sharing Agreement's formula.

Each Member Agency is responsible for their own compliance with the conditions of the Tax and Revenue Sharing Agreement. The county shall be responsible for issuing payments to each of the Cities for their shares of tax revenues on a twice-annual basis, with payments due on or before April 1st and October 1st of each year. The first payment under the Tax and Revenue Sharing Agreement is scheduled to be made on or before April 1, 2024, for receipts during the period July 1 through December 31, 2023.

**JPA Next Steps**

While this Tax and Revenue Sharing Agreement goes into effect next fiscal year, the JPA will continue with wind down activities until July 1, 2025, the trigger date of the transitioning plan implemented by the Fourteenth Amendment. This includes all administrative work necessary to transition the former JPA to the March Inland Port Airport Authority, paying down or transferring the JPA's ongoing liabilities to the March Inland Port Airport Authority, transferring all non-airport duties to the county, selling the remaining land assets, and continuing to oversee the development of the JPA's ongoing development projects. The JPA and member agencies will continue to work closely together to ensure that the wind down of the JPA and transition happens as smoothly as possible.

**Municipal Services Agreement**

The county entered into a Municipal Services Agreement (MSA) with the JPA to outline responsibilities by each agency and to provide funding for the operations of the JPA. The original MSA was approved by the Board of Supervisors on June 19, 2007 (Item 3.41). The First Amendment was approved by the Board of Supervisors on December 15, 2015 (Item 3.44), which made some minor updates and modified the revenue sharing component. The Second Amendment approved on July 26, 2022 (Item 3.5), extended the term of the MSA to June 30, 2025. The Amended and Restated MSA before the Board of Supervisors removes the funding component as the Tax and Revenue Sharing Agreement will distribute revenues derived from the subject area to all member agencies as described earlier in this report. The operations of the March JPA through the transition period of the restructuring of the JPA operations and after will be funded by revenues generated from the remaining territory, which shall be under the



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

day to day management of the March Inland Port Airport Authority, which were not included in the Revenue and Tax Sharing Agreement. The Amended and Restated MSA also includes a provision to allow the JPA to request with the agreement by the county additional services during the transition, at a cost to cover county expenses. Separate agreements will be entered into as appropriate.

The agreements have been approved as to form by County Counsel. The Cities of Perris and Riverside each approved and authorized execution of the Tax and Revenue Sharing Agreement and the Fourteenth Amendment to the Joint Powers Authority on February 28, 2023. The City of Moreno Valley approved and authorized the execution of the agreements on February 21, 2023. The JPA is scheduled to approve the Municipal Services Agreement on April 12, 2023.

**Impact on Residents and Businesses**

These agreements provide a beneficial framework for all the partner agencies that have contributed to the successful re-use of the former March active-duty base to share in the financial benefits of the growth in that area. Sharing of revenues by the jurisdictions will foster long-term viability for economic development and sustainability in the area. They provide a stable mechanism for the “winding down” of the March JPA into just the March Inland Port Airport Authority up to 2041, creating reliable, and favorable, revenue streams for each of the member agencies, while covering the county’s costs of providing services.

**Additional Fiscal Information**

The County Executive Office staff worked with the JPA consultant to understand the revenues and expenses that are generated in the subject area. The estimated amount of revenue sharing by the County in FY 23/24 is \$7 million. However, that is partially offset by an estimated \$1.1 million in operating revenues that the County will not be transferring to the March JPA, leaving an estimated net fiscal impact to the County of \$5.9 million. It should be noted that the March JPA as a whole has seen significant increases in both property tax and sales tax in just the last 2-3 years, and T.O.T. in just the last year. These agreements will provide for all the parties to share in the revenues from these funding sources into 2041.

Executive Office staff analyzed multiple fiscal scenarios during the course of the negotiations. These included potential scenarios that would involve annexation of the subject area to the other jurisdictions. In general, either due to approved Property Tax Resolutions or negotiations, the county receives 75% of property tax and no sales tax as a result of annexations (subject to negotiation by the parties). The negotiated Revenue and Tax Sharing Agreement provides more funding to the county than what most likely would occur under an annexation scenario (even after considering the cost of providing services), while also being beneficial to the cities by allowing them to receive some revenue sharing without incurring the cost of providing services.

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

**ATTACHMENTS:**

- Fourteenth Amendment to the Joint Powers Agreement (March JPA)
- Tax and Revenue Sharing Agreement among the Cities of Moreno Valley, Perris, Riverside and the County of Riverside.
- Amended Restated Municipal Services Agreement between the County of Riverside and the March Joint Powers Authority for the Provision of Governmental Municipal Services.

  
Min C. Liu, County Counsel

4/12/2023



**AMENDED AND RESTATED 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 Amended and Restated 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 1<sup>st</sup> day of June 2022, 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 County agree as follows:

### 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. This Agreement shall remain in effect until June 30, 2025 or until the Authority dissolves, whichever is sooner, unless terminated as 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 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.

3.3.12 Annual Inspections. Annual building code, fire, and NPDES inspections and the Authority will handle enforcement of all actions arising from building code and NPDES inspections.

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, effective on July 1, 2022 which agreement expires June 30, 2027;

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 Annual Inspections. The County will handle the enforcement of all actions arising from the Annual Inspections referenced in Section 3.3.12 with the exception of those arising from building code or NPDES inspections;

3.4.7 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;

3.4.8 Animal Control. Animal control services;

3.4.9 Code Enforcement. Code enforcement services; and

3.4.10 Additional Services. The Authority may request additional services, and the County may agree to provide additional services and be compensated for the additional services. A separate agreement shall be entered into for each occurrence.

#### **4. GOVERNMENTAL REVENUE SHARING**

All Government Revenue shall be controlled by that Tax and Revenue Sharing Agreement among the City of Moreno Valley, the City of Perris, the City of Riverside, and the County of Riverside Regarding the March Joint Powers Authority Territory effective on the same date as this Agreement.

#### **5. REPORTING AND AUDITS**

When applicable, 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. This Agreement shall remain in effect for the duration of the term as set forth in Section 3.2, at which point this Agreement shall be deemed terminated.

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.

### **19. EFFECTIVE DATE**

This Agreement shall become effective on the date of the later of the following events to occur: (1) the execution by all Municipal Entities and the County of the Fourteenth Amendment to the Joint Powers Agreement; (2) the execution by all Municipal Entities and the County of the Tax and Revenue Sharing Agreement referenced in Section 4 of this Agreement; and (3) the execution of this Agreement.

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

*Approved as to Form and Content:*

\_\_\_\_\_  
Chuck Conder  
Chair, March Joint Powers Commission


\_\_\_\_\_  
Authority Counsel


Attest:

\_\_\_\_\_  
Authority Clerk


COUNTY OF RIVERSIDE  
a California Governmental Agency

*Approved as to Form and Content:*  
Minh C. Tran County Counsel

  
\_\_\_\_\_  
Kevin Jeffries  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Kristine Bell-Valdez  
Supervising Deputy County Counsel

Attest:

  
\_\_\_\_\_  
Kimberly Rector  
Clerk of the Board

APR 18 2023 3.10

**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



Chuck Conder  
Chair, March Joint Powers Commission

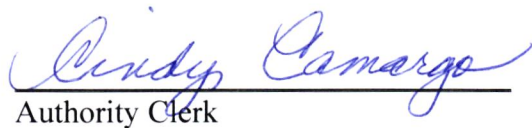
*Approved as to Form and Content:*



Authority Counsel

Attest:

JPC Approval 04.12.23 8.9



Authority Clerk

COUNTY OF RIVERSIDE  
a California Governmental Agency

\_\_\_\_\_  
Kevin Jeffries  
Chair, Board of Supervisors

*Approved as to Form and Content:*  
Minh C. Tran County Counsel

\_\_\_\_\_  
Kristine Bell-Valdez  
Supervising Deputy County Counsel

Attest:

\_\_\_\_\_  
Kimberly Rector  
Clerk of the Board

APR 18 2023 3.10

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

JOINT POWERS AGREEMENT

BETWEEN

THE CITIES OF MORENO VALLEY,  
PERRIS AND RIVERSIDE AND THE  
COUNTY OF RIVERSIDE

FOR

THE FORMATION OF A

JOINT POWERS AUTHORITY  
TO FORMULATE AND IMPLEMENT  
PLANS FOR THE USE AND REUSE  
OF  
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #14

April 18<sup>th</sup>, 2023



**FOURTEENTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE**

THIS JOINT POWERS AGREEMENT dated this 18 day of April, 2023, is made by and among the CITY OF MORENO VALLEY, a general law city of the State of California, the CITY OF PERRIS, a general law city of the State of California, the CITY of RIVERSIDE, a charter city and municipal corporation of the State of California (the foregoing parties are hereinafter sometimes jointly referred to as "Cities"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as "County").

**WITNESSETH**

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of the former March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of the former March Air Force Base, and to acquire, own, maintain an operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as "the Joint Powers," in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, the former March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to the former March Air Force Base; and

WHEREAS, the Cities and County agree that given its regional function and significance, the territory identified in Exhibit A shall remain unincorporated at least through the term of the Tax and Revenue Sharing Agreement referenced in Section 15(h) of this Agreement; and

WHEREAS, Cities and County desire to organize themselves pursuant to this Joint Powers Agreement, hereinafter referred to as "the Agreement," to develop and formulate goals, objectives and priorities, and thereafter, to amend this Agreement or to create an appropriate successor entity to implement such goals, objectives and priorities; and

WHEREAS, Cities and County (sometimes jointly hereinafter referred to as "Parties") are authorized to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act"; and

WHEREAS, on September 7, 1993, the Parties organized themselves pursuant to the Agreement, establishing the March Joint Powers Authority; and

WHEREAS, since that time, the Parties have amended the Agreement thirteen times, though the Seventh Amendment, establishing the March Joint Powers Utilities Authority, was only adopted by the Cities; and

WHEREAS, in accordance with the Agreement, as amended, the Parties have established the March Inland Port Airport Authority to govern the operations of the civilian airport at the site of the former March Air Force Base; and

WHEREAS, the Parties now wish to amend the Agreement for the fourteenth time to reflect the refinement and reduction of duties of the March Joint Powers Authority, anticipated future completion of the land use redevelopment phase of the original purpose of the Agreement, and the transition into a new phase of inter-governmental cooperation in the operation and management of the civilian airport through the March Inland Port Airport Authority.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. Purpose. Through June 30, 2025, this Agreement is made under the provisions of the Act and is made for the following express purposes: (a) Developing and formulating and implementing plans for the organization, development and establishment of program goals, objectives and priorities for the use and reuse of the former March Air Force Base; (b) Obtaining of funding and other resources, as is more specifically set forth in Section 6 herein; (c) Creating a Redevelopment Agency having all of the rights, powers, and duties related thereto and carrying out the necessary actions to form and implement a redevelopment project area; (d) Creating an "Airport Authority" having all the rights, powers, and duties related thereto; (e) Functioning as the single, local, representative of the region and the most affected communities in respect to formulating and implementing plans for the use and reuse of the former March Air Force Base; and (f) Planning and implementing the development of land in the area covered by the March "Master Reuse Plan", Air Force Village West in its entirety, and additional territory, which is all collectively identified in Exhibit A (Authority Land Use Territory), attached hereto and incorporated herein by reference, including the preparation and adoption of a General Plan and/or a Specific Plan, the preparation and adoption of zoning and other land development standards, the preparation and adoption of health and safety codes related to development activities, and the implementation of these functions through the creation of appropriate Boards and Commissions pursuant to California law.

Beginning July 1, 2025, the Agreement shall serve the following express purposes: (a) the operation of the Successor Agency of the Former March Joint Powers Redevelopment Agency, having all of the rights, powers, and duties related thereto and carrying out the necessary actions associated with a successor agency under state law; (b) the operation and management of the March Inland Port Airport Authority and its civilian airport, covering the territory identified in the map attached hereto and incorporated herein as Exhibit B, and having all the rights, powers, and duties related thereto including authority for airport master planning and authority to collect and retain, for airport purposes, any and all lease revenues from airport properties; (c) the non-exclusive representation of the Parties and the wider region in state and federal matters affecting

the March Air Reserve Base; and (d) the continued operation and management of its property or property districts outside the Airport Authority territory, including the collection of rents, fees, assessments or other revenues and expenditure of funds associated therewith (notwithstanding the Authority's ability to continue to operate such districts, should the Authority pursue the transfer of control of any such district to a Party, the Authority shall bear the costs of such transfer including the cost of any ballot measure, if necessary).

The purposes of this Agreement shall be accomplished and said common powers exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to County in its manner of exercising such powers, as required by Government Code Section 6509.

Section 2. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "March Joint Powers Authority," hereinafter referred to as "the Authority." The Authority shall be a public entity, separate and apart from its members, and, as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. Term. The term of this Agreement shall commence upon approval and execution of this document by County and all three Cities and shall continue until terminated by the Parties hereto by their mutual written consent as provided in Section 4.

Section 4. Terminations and Amendments.

(a) Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal, and this Agreement shall thereupon be deemed automatically amended to reflect the deletion of said Party from this Agreement.

(b) This Agreement initially contemplates a four-party Agreement. However, if any Party elects to withdraw during the term of this Agreement pursuant to Subsection 4 (a) above, the remaining Parties, if two or more in number, may elect to continue with the purposes of this



Agreement and this Agreement shall be appropriately amended to reflect the change in membership.

(c) Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to extend the term thereof; (2) amended to add new Parties; or (3) amended to change any substantive portion of the Agreement, or any one or more of the foregoing, in accordance with all applicable laws, rules and regulations.

(d) The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it is deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, shall be returned to the then Parties to the Agreement in proportion to the contributions made. For purposes of this distribution, "contributions made" include unreimbursed in-kind services, materials and equipment provided by a Party.

Section 5. Creation of the Joint Powers Commission ("JPC").

(a) Creation of JPC. In order to effectuate the purposes of this Agreement as set forth in Section 1 hereof and to accomplish the Action Steps described in Section 6 hereof, Cities and County agree to establish at the earliest possible date after commencement of this Agreement, a Joint Powers Commission (hereinafter referred to as "JPC"), which shall be the governing body of the entity created by this Agreement and all the powers of such entity shall be exercised by the JPC.

(b) Membership. The JPC shall initially be composed of eight (8) Members. Each Party to this Agreement shall be represented by two (2) JPC Members with each Member being entitled to one (1) vote. In the event only one Member or the Alternate is present representing the same Party, that Member or Alternate who is present may cast two (2) votes on behalf of that Party in any manner deemed appropriate by such Member or Alternate. In the event no Member or Alternate

of a Party is present at the time that votes are cast on a matter, the votes of such absent Members or Alternate shall be considered as not having been cast.

(c) Designation of Representatives and Alternates. The governing body of each Member on the JPC shall appoint by resolution its Representatives and may appoint by resolution an Alternate to the JPC. A copy of the resolution shall be furnished to the JPC. Each Representative and Alternate must hold an elective office on the respective governing body appointing the Representative and Alternate. Alternates shall have the authority to act in a Representative's absence. Representatives for the County of Riverside shall be the Supervisors of Districts I and V and the Alternate for the County of Riverside shall be the Supervisor of District III.

Representatives and Alternates shall serve on the JPC during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a Representative's or Alternate's position on the JPC shall automatically terminate if and when the term of the elected public office of such Representative or Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the JPC of the name of the replacement Representative or Alternate by forwarding a copy of the resolution appointing such replacement Representative or Alternate to the JPC .

(d) Quorum and Transaction of Business. The presence of five (5) Members of the JPC shall constitute a quorum of which a least four (4) Members shall represent each Party to this Agreement, provided, however, that there shall be no requirement for the presence of four (4) Members representing each Party if both Members of the Party are absent for two (2) successive meetings. A vote of five (5) Members shall be necessary for the transaction of business, except for adjournment of a meeting which shall require only a majority vote of those present. No proxy or absentee voting shall be permitted.

(e) Meetings. The JPC shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the JPC and a copy of such resolution shall be filed with the governing body of each of the Parties and with

each Party's designated Representatives. Special meetings and adjourned meetings may be held as required or permitted by law.

(f) Ralph M. Brown Act. All meetings of the JPC, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Pursuant to Government Code Section § 54956.96, Members or Alternates may disclose information discussed in closed session that has direct financial or liability implications for any Party to this Agreement to the following individuals:

(1) Legal counsel of any Party to this Agreement for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(2) Other members of the legislative body of the Party present in closed session of that member Party.

Furthermore, any Alternate who is also a member of the legislative body of any Party and who is attending a properly noticed meeting of the JPC in lieu of a Member may attend closed sessions of the JPC.

(g) Officers. The JPC shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year shall select or re-select its officers. In the event an officer resigns or ceases to be an officer, the JPC shall select a replacement therefor at the next regular meeting of the JPC. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

(h) Management, Staff and Support Personnel. Subject to the availability of funds, the JPC may contract for or employ such staff and support personnel as may be necessary or desirable in implementing and carrying out the purposes of this Agreement. Such staff and personnel shall exercise those powers, duties and responsibilities imposed or conferred herein or conferred thereon by the JPC.

Additional support personnel for the JPC may be provided by the staff of the Parties to this Agreement subject to such conditions as may be approved by the governing bodies of such personnel and by the JPC.

(i) Rules. The JPC may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the JPC.

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from “in kind” contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any fund balance, revenue, land sale proceeds, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and “in kind” contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall be shared and distributed equally to the Parties of this Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC (such vote must also include Members representing all Parties).



(k) Consultants. Subject to the availability of funds, the JPC may employ such consultants as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(l) Fiscal Year. The fiscal year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

(m) Treasurer. The Treasurer of the Authority shall be a designated member of the Commission or the staff. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the JPC. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the JPC for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority or JPC; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the JPC.

(n) Controller. The Authority's Executive Director, or another appointed person or a contracted private firm at the discretion of the Commission, shall be the Controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the JPC or by any other person authorized to so approve such by this Agreement or by resolution of the JPC. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the JPC.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts

as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the JPC, shall contract with an independent certified public accountant or firm to prepare an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against any unencumbered funds of the Authority available for such purpose. The JPC by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(o) Technical Advisory Committee. There is hereby established within the Authority a Technical Advisory Committee. The members of the Technical Committee shall be as follows:

- (i) The Member of the United States House of Representatives who represents the Congressional District which includes the former March Air Force Base, or the designee of such Member;
- (ii) The City Manager of each of the cities which are parties to this Agreement, or the designee thereof;
- (iii) The County Executive Officer of the County of Riverside, or the designee thereof; and
- (iv) Such other persons as the foregoing membership may select, including, without limitation, representatives of private and governmental entities.

The TAC shall also involve in its discussion non-voting “ex-officio” members. These members may be changed from time-to-time, but at a minimum the Executive Director of the Western Riverside Council of Governments and the Base Transition Coordinator shall be considered as “ex-officio” members of the TAC.

The Chairperson of the Technical Advisory Committee shall be the Member of the United States House of Representatives or the designee of such Member.

The duties of the Technical Advisory Committee shall be:

- (i) To act as an advisory body to the JPC in matters relevant to the purposes of this Agreement; and
- (ii) To undertake such other duties as may be assigned to the Committee by the JPC.

Section 6. Achievement of Purposes. In order to achieve the purposes set forth in this Agreement, the JPC shall convene as a body and shall be charged with the responsibility of hearing and reviewing oral and written reports, analyzing documentary evidence, engaging in discussions, making inspections, examining all relevant data as is more specifically set forth in the specific action steps hereinafter provided:

(a) Short Term Action Steps.

- (1) Identify available funding, in accordance with Section 5(j), from available federal, state and private grants to aid in the financing of the work associated with the purposes of this Agreement.
- (2) Coordinate the actions and plans of the Authority with other governmental entities and interested organizations.
- (3) Investigate and recommend interim and permanent finance programs in order to serve the best interests of the affected communities and the region and to accomplish the purposes of this Agreement.

(b) Long Term Action Steps.

- (1) Develop a cohesive plan for use and reuse of the former March Air Force Base and its surrounding environs to the extent such plan does not conflict with federal, state or local law.
- (2) Serve as the single, local representative organization in working with the office of Economic Adjustment of the United States Department of Defense.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be all inclusive. The JPC may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the JPC shall direct.

Section 7. JPC a Separate Entity; Liability; Immunity. The JPC shall be a public entity separate and apart from the Parties to this Agreement. However, each Party to this Agreement shall defend, indemnify and hold harmless each other party from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

It is the intent of the Parties that, except as provided herein, the JPC cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, any such debts, liabilities or obligations shall be shared, and otherwise apportioned, equally as among the Parties to this Agreement unless the JPC by unanimous vote of all the Members of the JPC directs otherwise. However, to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

As to the officers, agents, Representatives, Alternates, and employees, if any, of the JPC or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 8. Successor Agency, Allocation of Assets and Liabilities Upon Dissolution of the March Joint Powers Redevelopment Agency. Upon dissolution of the March Joint Powers Redevelopment Agency (the "Agency"), the Authority is hereby designated the successor agency with all authority, rights, powers, duties and obligations previously vested with the Agency. Any

and all assets and liabilities in possession of the Agency shall be transferred to the Authority, as the successor agency, upon the Agency's dissolution.

Section 9. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section 10. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

- (a) March Joint Powers Commission  
c/o Executive Director  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518
- (b) City of Moreno Valley  
c/o City Manager  
P.O. Box 88005  
Moreno Valley, CA 92552
- (c) City of Perris  
c/o City Manager  
101 N "D" Street  
Perris, CA 92570
- (d) City of Riverside  
c/o City Manager  
3900 Main Street, 7th Floor  
Riverside, CA 92501
- (e) Riverside County Board of Supervisors  
c/o County Executive Officer  
County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501



Section 11. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section 12. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Section 13. Powers Not Included in Agreement. It is contemplated that certain common powers of the Parties to this Agreement may be needed in the future, however, until such time as the Parties may deem otherwise and this Agreement is amended to specifically so provide, it shall not be construed or interpreted to mean that the Authority or the JPC possesses the power, right or authority to mandate the expenditure of funds by Parties to this Agreement, or to incur any obligation on behalf of any Party to this Agreement; provided further, however, in the event this Agreement is amended to provide for the regulation or control of land use, any Party may disapprove any proposed regulation or control of land use affecting any real property which is within, or contiguous to, the jurisdiction of such Party.

Except as specifically provided to the contrary herein, this Agreement is not designed to, nor shall it be construed or interpreted to affect the rights of any Party to this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the sole obligation of said Party.

Section 14. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section 15. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be Amendments to this Agreement which will further define the rights and obligations of the Parties.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

(h) Effective Date. This Agreement shall become effective on the date the later of the following events occur: (1) the execution of this Agreement by all Parties; and (2) the execution by all Parties of a Tax and Revenue Sharing Agreement. Until such time as this Agreement becomes effective, the Thirteenth Amendment to the Joint Powers Agreement Between the Parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

**CITY OF MORENO VALLEY**

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF PERRIS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF RIVERSIDE**

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk


APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney




**COUNTY OF RIVERSIDE**

Date: April 18<sup>th</sup>, 2023

By:   
Chair

ATTEST:  
  
Clerk of the Board

**KEVIN JEFFRIES**  
CHAIR, BOARD OF SUPERVISORS

APPROVED AS TO FORM:  
  
Deputy County Counsel

**EXHIBIT A**  
**AUTHORITY LAND USE TERRITORY**







# March Joint Powers Authority

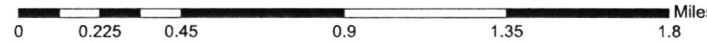


\\citr-16\02\gis\Workspace\Zolez\20\SecondFloor\Requests\MJPA\MJPA.mxd

**Exhibit A**

-  Runways
-  March Joint Powers Authority
-  Cities
-  March ARB

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.



1 inch = 661 feet





**EXHIBIT B**  
**AIRPORT AUTHORITY TERRITORY**







CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**TAX AND REVENUE SHARING AGREEMENT AMONG  
THE CITY OF MORENO VALLEY, THE CITY OF PERRIS,  
THE CITY OF RIVERSIDE, AND THE COUNTY OF  
RIVERSIDE REGARDING THE MARCH JOINT POWERS  
AUTHORITY TERRITORY**

This **TAX AND REVENUE SHARING AGREEMENT** ("Agreement") among the CITY OF MORENO VALLEY ("Moreno Valley"), a municipal corporation, the CITY OF PERRIS ("Perris"), a municipal corporation, the CITY OF RIVERSIDE ("Riverside"), a charter city and municipal corporation, and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") is made and entered into as of the 18<sup>th</sup> day of April, 2023 ("Effective Date"). Moreno Valley, Perris, and Riverside are sometimes collectively referred to hereafter as "Cities." Moreno Valley, Perris, Riverside, and County are sometimes individually referred to as "Party" and collectively as "Parties."

**1. Recitals**

1.1 WHEREAS, in 1993, the Base Realignment and Closure Commission recommended, and the President approved, the inclusion of March Air Force Base in the third round of base closures or realignments, resulting in the re-designation of the base as March Air Reserve Base and a significant reduction in its territory; and

1.2 WHEREAS, in response, in September 1993, the Parties adopted an agreement (the "Joint Powers Agreement") establishing the March Joint Powers Authority ("Authority") for the joint exercise of powers to dispose of and govern the former territory of the March Air Force Base in accordance with Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California; and

1.3 WHEREAS, since 1993, the Parties collectively administered the Authority for the benefit of the territory served by the Authority ("Authority Territory", which is further defined in Exhibit A, attached hereto and incorporated herein by this reference); and

1.4 WHEREAS, since that time, the Parties have amended the Agreement thirteen times, though the Seventh Amendment, establishing the March Joint Powers Utilities Authority, was only adopted by the Cities; and

1.5 WHEREAS, now, the Parties wish to amend the Joint Powers Agreement for a fourteenth time to generally remove the Authority's land use and municipal obligations, leaving these obligations to the County because the Authority Territory is unincorporated; and

1.6 WHEREAS, in connection with this proposed amendment, to recognize the County's increased duties in the Authority Territory, due to the desire by the Parties to keep the area unincorporated for the duration of the agreement term, the Parties' collective efforts to redevelop the Authority Territory, and to prevent costly legal and land disputes among the Parties, the Parties have negotiated this Agreement to ensure an equitable distribution of revenues associated with the Authority and the Authority Territory.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants

hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

## **2. Terms of Agreement**

2.1 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above. Said Recitals are incorporated into this Agreement by this reference.

### 2.2 Distribution of Property Taxes.

(a) Definitions. For the purposes of this Section 2.2, the following definitions shall apply:

(i) Property Tax Revenues. Property Tax Revenues shall mean the moneys distributed to the County during the term of this Agreement from the Redevelopment Property Tax Trust Funds related to the former March Joint Powers Redevelopment Agency (or "RPTTF") for the properties identified in the map attached hereto and incorporated herein as Exhibit B and which are paid to the County as determined by the Riverside County Auditor Controller ("Auditor-Controller") pursuant to Health and Safety Code Section 34183(a)(4) and as reported by the Auditor-Controller pursuant to Health and Safety Code Section 34183. Property Tax Revenues shall be exclusive of allowable charges of the Auditor-Controller for administering the RPTTF pursuant to Health and Safety Code Section 34182(e) and Revenue and Taxation Code Section 95.3.

(b) Distribution. Property Tax Revenues shall be distributed as follows:

(i) County Services Payment. First, and prior to any distribution from Property Tax Revenues, beginning the effective date of this Agreement, the County shall subtract an amount equal to \$2,450,975 for the fiscal year that this Agreement is executed, and thereafter shall subtract \$2,450,975 plus the summation of any annual adjustments as described in this section, from the total Property Tax Revenues to cover its cost of providing services, including municipal services, within the Authority Territory. This amount, and successive amounts as adjusted each year thereafter, shall be adjusted annually based on the annual change in the Riverside-San Bernardino-Ontario, CA Consumer Price Index (CPI-U) for all items published by the U.S. Bureau of Labor Statistics (or equivalent successor index) with a baseline of the July 2023 index.

(ii) Property Tax Payment to Moreno Valley and Riverside. Second, if Property Tax Revenues remain after amounts deducted under subdivision (b)(i) herein, the County shall issue a reimbursement payment to Moreno Valley and Riverside in an amount equal to their proportionate share of RPTTF used to pay enforceable obligations of the March Joint Powers Authority Successor Agency from the assessed value of property within their respective jurisdictions (as shown in Exhibit B), as reported by the Auditor-Controller. These payments shall be calculated as follows by jurisdiction as currently reported by the Auditor-Controller: RPTTF gross growth generated within respective jurisdictional area, less pass-through payments, less both County administrative fees, and residual receipts.

(iii) Remainder. Finally, if Property Tax Revenues still remain after amounts deducted in accordance with (b)(i) and (b)(ii) herein, the County shall retain seventy five percent (75%) of the remaining amount and shall distribute the remaining twenty five percent (25%) equally among the Cities.

### 2.3 Distribution of Sales Taxes, Transient Occupancy Taxes, and Franchise Fees.

(a) Definitions. For the purposes of this Section 2.3, the following definitions shall apply:

(i) Sales Tax Revenues. Sales Tax Revenues shall include Bradley Burns Local 1% sales or use taxes paid by any businesses within the Authority Territory (see Exhibit A) upon taxable sales and uses attributable to the operations of businesses within the Authority Territory and allocated and actually paid to, and received by, County under the Uniform Local Sales and Use Tax Law (Part 1.5, Division 2 of the California Revenue and Taxation Code). Local Sales Tax Revenues shall not include (i) penalties, assessments, collection costs, and other costs, fees, or charges resulting from late or delinquent payments of sales or use tax and which are levied, assessed, or otherwise collected from business within the Authority Territory; (ii) any sales or use tax levied by, collected for, or allocated to the State of California, a district, or any entity (including an allocation to a statewide or countywide pool) other than County; (iii) any administrative fee charged by the California Department of Tax Fee Administration (or any successor agency); (iv) any sales or use tax subject to any sharing, rebate, offset, or other charge imposed pursuant to any applicable provision of federal, state, or local (except the County's) law, rule, or regulation; or (v) any sales or use tax (or other funds measured by sales or use taxes) required by the State of California to be paid over to another public entity (including the State), or set aside and/or pledged to a specific use other than for deposit into or payment from the County's general funds, including retroactively..

(ii) Transient Occupancy Tax Revenues shall include any tax charge on the rent paid by transient guests of hotels, motels, short-term rentals, or any other lodging facility within the Authority Territory (see Exhibit A) to the County under the County's local laws.

(iii) Franchise Fee Revenues shall include any fees paid by a franchisee of the County for the use of governmental facilities within the Authority Territory (see Exhibit A). Franchise Fee Revenues shall be calculated as follows: Total Actual Franchise Fee Revenue generated within the county unincorporated area during the fiscal year, divided by unincorporated area Service Population for the year, then multiplied by Authority Territory Service Population for the year. Service Population shall be calculated as one half of the area employment, added to area population. Source data for this calculation shall be from a reputable source (e.g. Department of Finance, County of Riverside Budget Book, etc.)

(b) Distribution. Sales Tax Revenues, Transient Occupancy Tax Revenues, and Franchise Fee Revenues shall be distributed evenly among the Parties such that the County shall pay to each of the Cities a total of twenty five percent (25%) of such revenues.

(c) Data. County agrees to take any lawful actions necessary to permit Cities to receive sales tax, transient occupancy tax, and franchise fee revenue data for the Authority Territory.

2.4 Distribution of Land Sale Proceeds. The proceeds of any land sales by the Authority are distributed equally among the Parties in accordance with Section 5(j) of the Joint Powers Agreement.

2.5 Annexation of Property.

(a) City-Initiated Annexations. Cities shall not take any City-initiated steps toward the annexation of Authority Territory during the term of this Agreement. For example, Cities shall not initiate the following actions: any pre-zoning or pre-planning of Authority Territory, the preparation of any municipal service reviews for the Authority Territory, the preparation of any environmental document associated with considering annexation of any Authority Territory, or the submission of any applications to annex any Authority Territory. Cities shall not provide funding for, solicit or encourage property owners, developers, or any third parties to seek annexation of any Authority Territory into a City's jurisdiction.

(i) Penalty for Violation. Should any Party violate this subsection of the Agreement, that Party shall reimburse to County any payments made under this Agreement to date and shall not receive any further payments under this Agreement. Reimbursed payments shall be redistributed by County equally among the non-violating Parties (i.e., one third each assuming only one Party is in violation).

(b) Property Owner-Initiated Annexations. If, in the absence of a violation of subdivision (a) of this Section 2.5, a third party initiates and successfully completes proceedings to annex property within the Authority Territory into one of the Cities' jurisdictions, the Party annexing property shall make a payment to the County of all property, sales, and transient occupancy taxes received by that Party in connection with the annexed property within 30 days following receipt of said taxes. The payment shall be accompanied by a detailed statement setting forth the amount and type of taxes received from annexed properties within the Authority Territory. The County shall then distribute said payment to all Parties within 30 days following receipt in accordance with the applicable formula under this Agreement as if the County had received the taxes directly. If the legislative body of a City votes to approve an annexation initiated by a property owner, where the City has not encouraged, solicited, or incentivized the annexation, it shall not be considered a violation of subdivision (a) of this Section 2.5.

2.6 Term and Termination. This Agreement shall remain in effect until August 1, 2041. No Party may terminate this Agreement in advance of that date.

2.7 Payment Terms. On a twice-annual basis, on or before April 1 and October 1 each year, County shall make a payment to each of the Cities for their share of revenues received under Sections 2.2 and 2.3 during the periods July 1 through December 31 and January 1 through June 30 respectively (i.e., the first payment under this Agreement shall be made on or before April 1, 2024 for receipts during the period July 1 through December 31, 2023).

2.8 Insurance Requirements. The Parties shall each maintain adequate insurance coverage for the activities contemplated herein for the duration of this Agreement.

**3. Miscellaneous Terms**

3.1 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by all Parties.

3.2 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.3 Entire Agreement. This Agreement constitutes the entire and integrated agreement with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations or agreements.

3.4 Notices, Demands and Communications Between the Parties.

(a) Formal notices, demands and communications between Parties shall be deemed sufficiently given if: (i) by commercial overnight delivery; (ii) by messenger service for immediate personal delivery; or (iii) by electronic transmittal, including electronic mail and/or fax transmissions, subject to written verification of receipt by the receiving party. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written notice to the other Party.

All notices, demands and communications shall be sent, as follows:

**TO MORENO VALLEY:**

City of Moreno Valley  
Attn: City Manager  
P.O. Box 88005  
Moreno Valley, CA 92552

Copy to:

City of Moreno Valley  
Attn: City Attorney  
P.O. Box 88005  
Moreno Valley, CA 92552

**TO RIVERSIDE:**

City of Riverside  
Attn: City Manager

**TO PERRIS:**

City of Perris  
Attn: City Manager  
101 N "D" St.  
Perris, CA 92570

Copy to:

City of Perris  
Attn: City Attorney  
101 N "D" St.  
Perris, CA 92570

**TO COUNTY:**

County of Riverside  
Attn: County Executive Officer

3900 Main Street, 7th Floor  
Riverside, CA 92501

County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501

Copy to:

Copy to:

City of Riverside  
Attn: City Attorney  
3900 Main Street, 7th Floor  
Riverside, CA 92501

County of Riverside  
Attn: County Counsel  
County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501

(b) Notices shall be deemed effective upon receipt or with respect to electronic transmission, upon receipt of written verification from the receiving party.

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

3.6 Laws and Regulations. Each Party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement. If either Party performs any of its obligations hereunder knowing that its actions are contrary to such laws, rules and regulations and without giving written notice to the other, the violating Party shall be solely responsible for all costs arising therefrom.

3.7 Approvals. Approvals required by Parties, or any officers, agents or employees thereof, shall not be unreasonably withheld and approval or disapproval shall be given within a reasonable time.

3.8 Mutual Cooperation; Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

3.9 Third Party Beneficiaries. This Agreement and the performance of the Parties obligations hereunder are for the sole and exclusive benefit of the Parties only. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against any Party hereunder as a result of any Party's performance or non-performance of its obligations under this Agreement.

3.10 Relationship of Parties. The Parties agree and intend that they are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.



3.11 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Riverside, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for Riverside County, California. The Parties consent to the personal jurisdiction and venue in federal or state court located within the County of Riverside, California, and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

3.12 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

3.13 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

3.14 Legal Counsel. Each Party acknowledges that: (i) it has read this Agreement; (ii) it has had the opportunity to have this Agreement explained to it by legal counsel of its choice; (iii) it is aware of the content and legal effect of this Agreement; and (iv) it is not relying on any representations made by the other Party or any of the employees, agents, representatives, or attorneys of the other Party, except as expressly set forth in this Agreement.

3.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

3.16 Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

3.17 Authorized Representatives. The person or persons executing this Agreement on behalf the each Party warrant and represent that they have the authority to execute this Agreement on behalf of that Party and that they have the authority to bind that Party to the performance of its obligations hereunder.

3.18 Effective Date. This Agreement shall become effective on the date the later of the following events occur: (1) the execution of this Agreement by all Parties; and (2) the execution by all Parties of the Fourteenth Amendment to the Joint Powers Agreement.

**SIGNATURES ON FOLLOWING PAGE**



**SIGNATURE PAGE TO  
TAX AND REVENUE SHARING AGREEMENT AMONG THE CITY OF  
MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF  
RIVERSIDE, AND THE COUNTY OF RIVERSIDE REGARDING THE  
MARCH JOINT POWERS AUTHORITY TERRITORY**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CITY OF PERRIS**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

ATTEST:

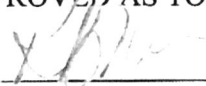
By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**COUNTY OF RIVERSIDE**

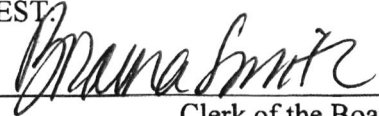
By: \_\_\_\_\_  
\_\_\_\_\_, County Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By:   
Krisitne Bell-Valdez, Deputy, County Counsel

ATTEST:

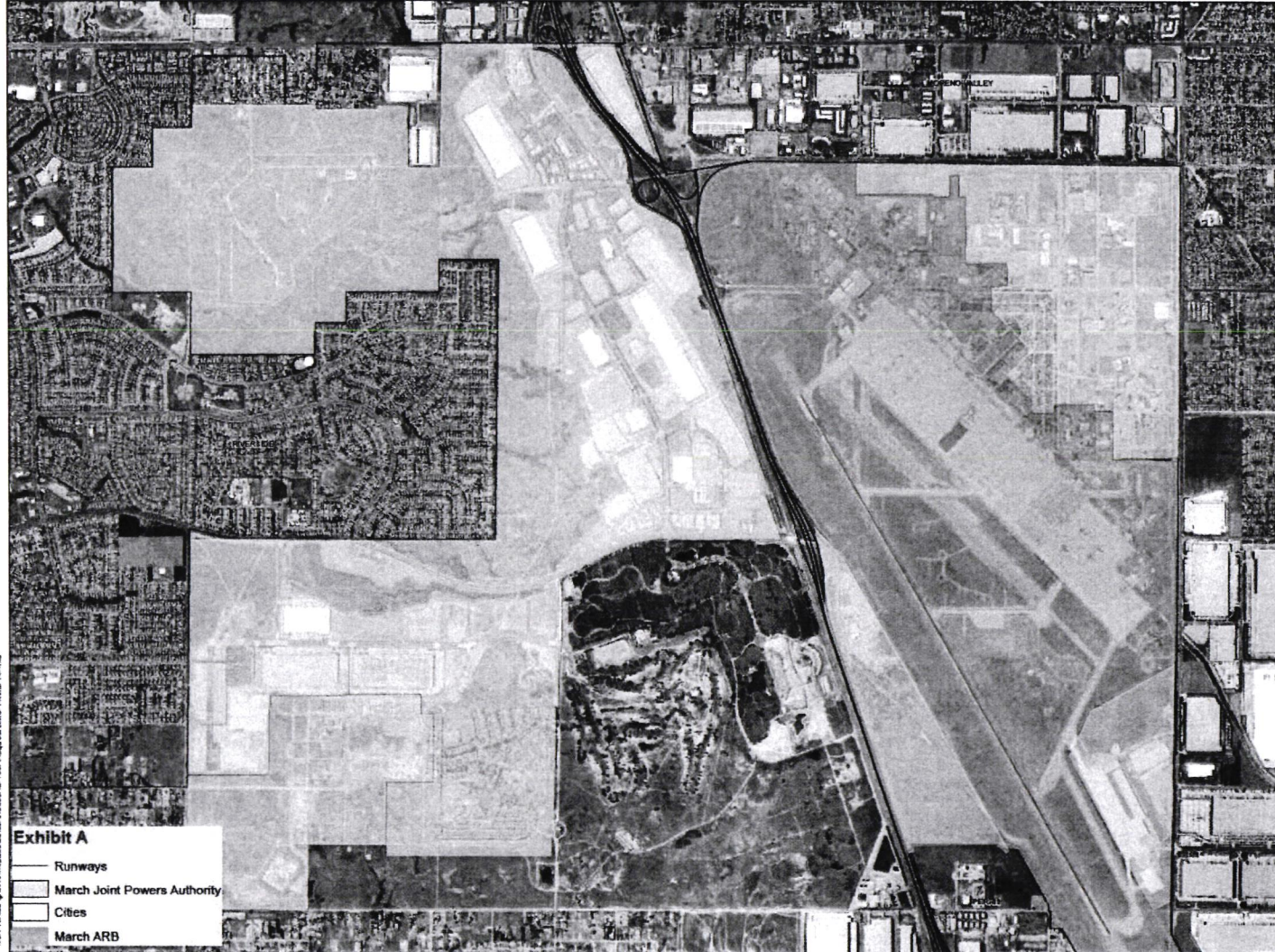
By:   
\_\_\_\_\_, Clerk of the Board

SIGNATURE PAGE

APR 18 2023 3:10

**EXHIBIT A**  
**AUTHORITY TERRITORY**

# March Joint Powers Authority

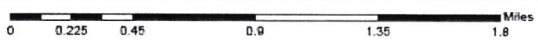


\\01110102\giswork\basemap\0208050300\007\img\msl\_PMA\_PJA.mxd

**Exhibit A**

- Runways
- March Joint Powers Authority
- Cities
- March ARB

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not rely on "read" this map.



1 inch = 661 feet

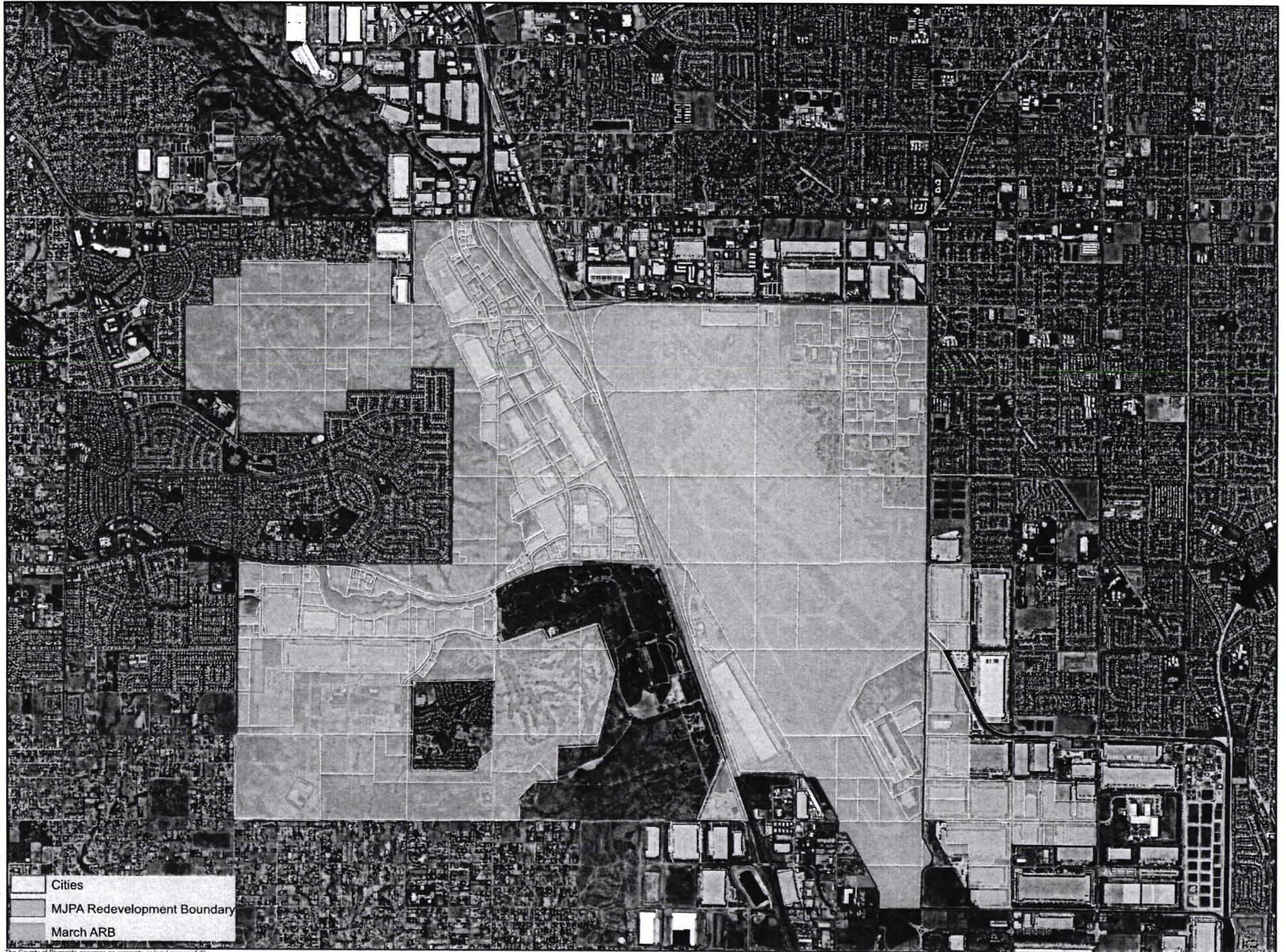


**EXHIBIT B**  
**PROPERTY TAX REVENUE AREA**

EXHIBIT B – AUTHORITY TERRITORY



# MJPA Redevelopment Area



\\crl-16\02\gis\workspace\colorado\SecondFloor\Requests\MJPA\MJPA.mxd

- Cities
- MJPA Redevelopment Boundary
- March ARB

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.

0 0.325 0.65 1.3 1.95 2.6 Miles

1 inch = 945 feet





**From:** Aquia Mail <acquia-mail@rivco.org>  
**Sent:** Monday, April 17, 2023 4:09 PM  
**To:** uber.snotling@gmail.com  
**Cc:** COB <COB@RIVCO.ORG>  
**Subject:** Board comments web submission

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20230418. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.**

Submitted on April 17, 2023

**First Name**

Mike

**Last Name**

McCarthy

**Address (Street, City and Zip)**

92508

**Phone**

[510-928-8256](tel:510-928-8256)

**Email**

[uber.snotling@gmail.com](mailto:uber.snotling@gmail.com)

**Agenda Date**

04/18/2023

**Agenda Item # or Public Comment**

3.10

**State your position below**

Neutral

**Comments**

Supervisors,

Approving Amendment 14 will lock the County of Riverside into providing municipal services to the developed areas of the March JPA through 2041. The March JPA has developed in a way such that it encroaches on and abuts multiple homes in the Orangecrest neighborhood of Riverside. As a result, please expect to receive and respond to significant traffic, noise, nuisance, idling, and dust enforcement requests. The budget provided as part of Amendment 14 will need to be allocated to the Orangecrest neighborhood and in constant Sheriff's patrols to enforce existing laws among the tenants and truck drivers of these warehouse complexes. 6 million dollars annually are likely to be insufficient to do proper enforcement, so be prepared to subsidize the oversight of this area.

I've attached a map of the 215/60 corridor area and the various jurisdictions responsible for warehouse complexes in the area. We hope that the County takes its municipal enforcement responsibilities far more seriously than the March JPA did.

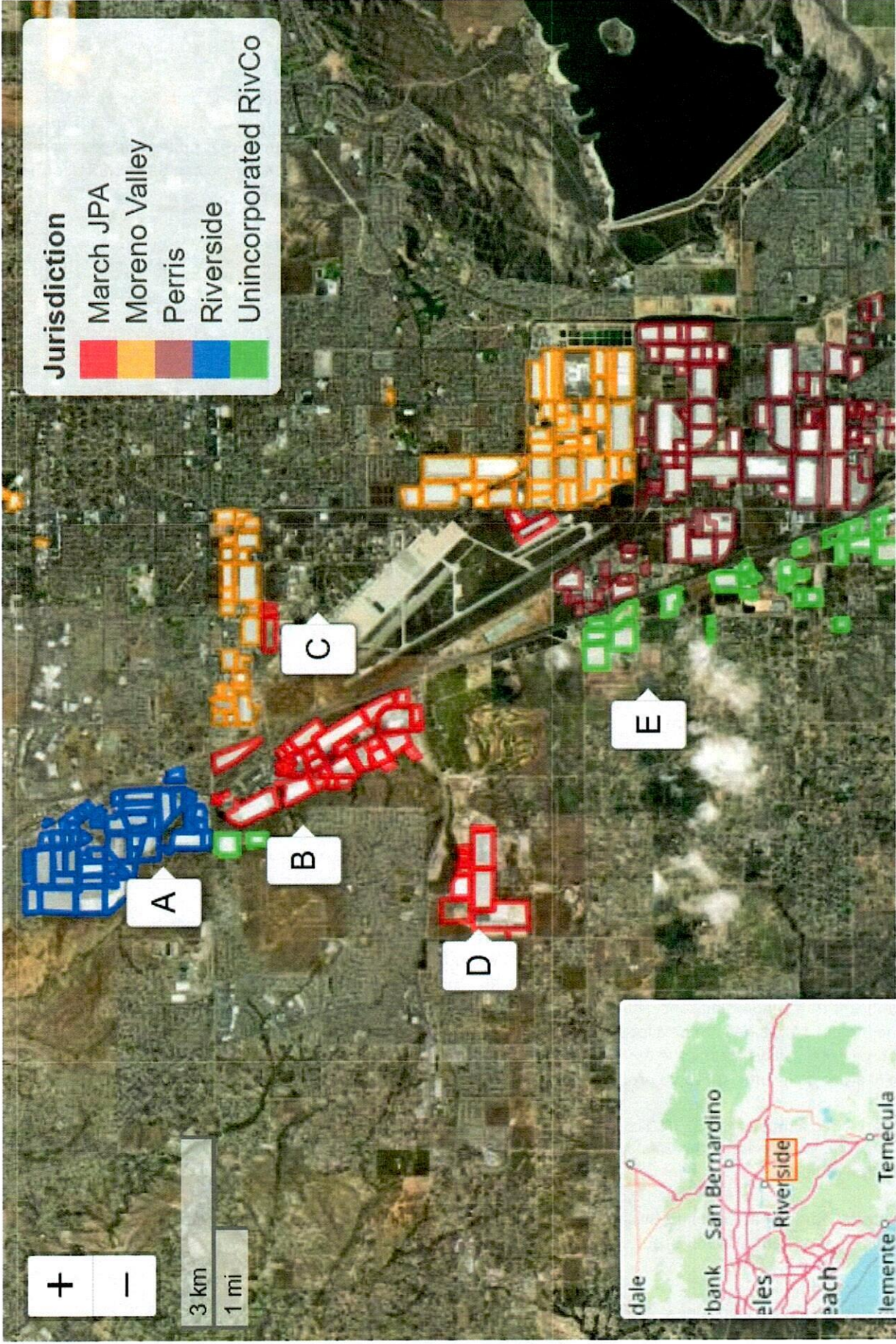
Thank you for your attention to this matter. I apologize for not being able to attend in person today, I'm talking to an NPR reporter about warehouses and how much they are ruining our region.

Mike McCarthy  
Riverside Neighbors Opposing Warehouses

**Attachments (Must be .pdf, .doc, or .docx)**

4/18/23 3.10





Leaflet | © OpenStreetMap contributors, CC-BY-SA, Tiles © Esri — Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, UPR-EGP, and the GIS User Community



**AMENDED AND RESTATED 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 Amended and Restated 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 day of June 2022, 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 County agree as follows:



### 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. This Agreement shall remain in effect until June 30, 2025 or until the Authority dissolves, whichever is sooner, unless terminated as 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 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.

3.3.12 Annual Inspections. Annual building code, fire, and NPDES inspections and the Authority will handle enforcement of all actions arising from building code and NPDES inspections.

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, effective on July 1, 2022 which agreement expires June 30, 2027;

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 Annual Inspections. The County will handle the enforcement of all actions arising from the Annual Inspections referenced in Section 3.3.12 with the exception of those arising from building code or NPDES inspections;

3.4.7 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;

3.4.8 Animal Control. Animal control services;

3.4.9 Code Enforcement. Code enforcement services; and

3.4.10 Additional Services. The Authority may request additional services, and the County may agree to provide additional services and be compensated for the additional services. A separate agreement shall be entered into for each occurrence.

#### **4. GOVERNMENTAL REVENUE SHARING**

All Government Revenue shall be controlled by that Tax and Revenue Sharing Agreement among the City of Moreno Valley, the City of Perris, the City of Riverside, and the County of Riverside Regarding the March Joint Powers Authority Territory effective on the same date as this Agreement.

#### **5. REPORTING AND AUDITS**

When applicable, 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. This Agreement shall remain in effect for the duration of the term as set forth in Section 3.2, at which point this Agreement shall be deemed terminated.

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**

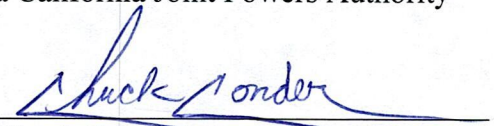
This Agreement constitutes the entire agreement between the Parties with respect to the matters herein and shall supersede and replace any and all other prior understandings, correspondence and agreements, oral or written, between the Parties.

### **19. EFFECTIVE DATE**

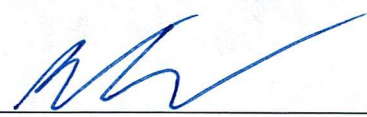
This Agreement shall become effective on the date of the later of the following events to occur: (1) the execution by all Municipal Entities and the County of the Fourteenth Amendment to the Joint Powers Agreement; (2) the execution by all Municipal Entities and the County of the Tax and Revenue Sharing Agreement referenced in Section 4 of this Agreement; and (3) the execution of this Agreement.

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

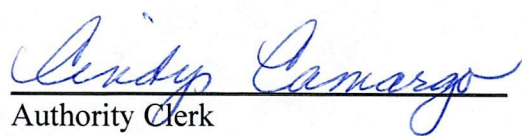
  
\_\_\_\_\_  
Chuck Conder  
Chair, March Joint Powers Commission

Approved as to Form and Content:


  
\_\_\_\_\_  
Authority Counsel

JPC Approval 04.12.23 8.9

Attest:

  
\_\_\_\_\_  
Authority Clerk

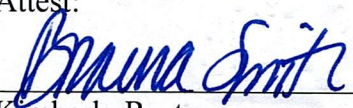
COUNTY OF RIVERSIDE  
a California Governmental Agency

  
\_\_\_\_\_  
Kevin Jeffries  
Chair, Board of Supervisors

Approved as to Form and Content:  
Minh C. Tran County Counsel

\_\_\_\_\_  
Kristine Bell-Valdez  
Supervising Deputy County Counsel

Attest:

  
\_\_\_\_\_  
Kimberly Rector  
Clerk of the Board

APR 18 2023 3.10




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

\_\_\_\_\_  
Chuck Conder  
Chair, March Joint Powers Commission

COUNTY OF RIVERSIDE  
a California Governmental Agency

  
\_\_\_\_\_  
Kevin Jeffries  
Chair, Board of Supervisors


*Approved as to Form and Content:*

\_\_\_\_\_  
Authority Counsel

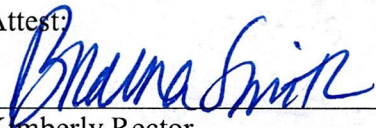
Attest:

\_\_\_\_\_  
Authority Clerk

*Approved as to Form and Content:*  
Minh C. Tran County Counsel

  
\_\_\_\_\_  
Kristine Bell-Valdez  
Supervising Deputy County Counsel

Attest:

  
\_\_\_\_\_  
Kimberly Rector  
Clerk of the Board

JOINT POWERS AGREEMENT

BETWEEN

THE CITIES OF MORENO VALLEY,  
PERRIS AND RIVERSIDE AND THE  
COUNTY OF RIVERSIDE

FOR

THE FORMATION OF A

JOINT POWERS AUTHORITY  
TO FORMULATE AND IMPLEMENT  
PLANS FOR THE USE AND REUSE  
OF  
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #14

April 18, 2023

**FOURTEENTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE**

THIS JOINT POWERS AGREEMENT dated this 18<sup>th</sup> day of April, 2023, is made by and among the CITY OF MORENO VALLEY, a general law city of the State of California, the CITY OF PERRIS, a general law city of the State of California, the CITY OF RIVERSIDE, a charter city and municipal corporation of the State of California (the foregoing parties are hereinafter sometimes jointly referred to as “Cities”), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as “County”).

**WITNESSETH**

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of the former March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of the former March Air Force Base, and to acquire, own, maintain an operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as “the Joint Powers,” in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, the former March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to the former March Air Force Base; and



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**

Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

JOINT POWERS AGREEMENT  
BETWEEN  
THE CITIES OF MORENO VALLEY,  
PERRIS AND RIVERSIDE AND THE  
COUNTY OF RIVERSIDE  
FOR  
THE FORMATION OF A  
JOINT POWERS AUTHORITY  
TO FORMULATE AND IMPLEMENT  
PLANS FOR THE USE AND REUSE  
OF  
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #14

April 18<sup>th</sup>, 2023



**FOURTEENTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE**

THIS JOINT POWERS AGREEMENT dated this 18 day of April, 2023, is made by and among the CITY OF MORENO VALLEY, a general law city of the State of California, the CITY OF PERRIS, a general law city of the State of California, the CITY OF RIVERSIDE, a charter city and municipal corporation of the State of California (the foregoing parties are hereinafter sometimes jointly referred to as "Cities"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as "County").

**WITNESSETH**

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of the former March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of the former March Air Force Base, and to acquire, own, maintain an operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as "the Joint Powers," in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, the former March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to the former March Air Force Base; and



WHEREAS, the Cities and County agree that given its regional function and significance, the territory identified in Exhibit A shall remain unincorporated at least through the term of the Tax and Revenue Sharing Agreement referenced in Section 15(h) of this Agreement; and

WHEREAS, Cities and County desire to organize themselves pursuant to this Joint Powers Agreement, hereinafter referred to as "the Agreement," to develop and formulate goals, objectives and priorities, and thereafter, to amend this Agreement or to create an appropriate successor entity to implement such goals, objectives and priorities; and

WHEREAS, Cities and County (sometimes jointly hereinafter referred to as "Parties") are authorized to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act"; and

WHEREAS, on September 7, 1993, the Parties organized themselves pursuant to the Agreement, establishing the March Joint Powers Authority; and

WHEREAS, since that time, the Parties have amended the Agreement thirteen times, though the Seventh Amendment, establishing the March Joint Powers Utilities Authority, was only adopted by the Cities; and

WHEREAS, in accordance with the Agreement, as amended, the Parties have established the March Inland Port Airport Authority to govern the operations of the civilian airport at the site of the former March Air Force Base; and

WHEREAS, the Parties now wish to amend the Agreement for the fourteenth time to reflect the refinement and reduction of duties of the March Joint Powers Authority, anticipated future completion of the land use redevelopment phase of the original purpose of the Agreement, and the transition into a new phase of inter-governmental cooperation in the operation and management of the civilian airport through the March Inland Port Airport Authority.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:



Section 1. Purpose. Through June 30, 2025, this Agreement is made under the provisions of the Act and is made for the following express purposes: (a) Developing and formulating and implementing plans for the organization, development and establishment of program goals, objectives and priorities for the use and reuse of the former March Air Force Base; (b) Obtaining of funding and other resources, as is more specifically set forth in Section 6 herein; (c) Creating a Redevelopment Agency having all of the rights, powers, and duties related thereto and carrying out the necessary actions to form and implement a redevelopment project area; (d) Creating an "Airport Authority" having all the rights, powers, and duties related thereto; (e) Functioning as the single, local, representative of the region and the most affected communities in respect to formulating and implementing plans for the use and reuse of the former March Air Force Base; and (f) Planning and implementing the development of land in the area covered by the March "Master Reuse Plan", Air Force Village West in its entirety, and additional territory, which is all collectively identified in Exhibit A (Authority Land Use Territory), attached hereto and incorporated herein by reference, including the preparation and adoption of a General Plan and/or a Specific Plan, the preparation and adoption of zoning and other land development standards, the preparation and adoption of health and safety codes related to development activities, and the implementation of these functions through the creation of appropriate Boards and Commissions pursuant to California law.

Beginning July 1, 2025, the Agreement shall serve the following express purposes: (a) the operation of the Successor Agency of the Former March Joint Powers Redevelopment Agency, having all of the rights, powers, and duties related thereto and carrying out the necessary actions associated with a successor agency under state law; (b) the operation and management of the March Inland Port Airport Authority and its civilian airport, covering the territory identified in the map attached hereto and incorporated herein as Exhibit B, and having all the rights, powers, and duties related thereto including authority for airport master planning and authority to collect and retain, for airport purposes, any and all lease revenues from airport properties; (c) the non-exclusive representation of the Parties and the wider region in state and federal matters affecting



the March Air Reserve Base; and (d) the continued operation and management of its property or property districts outside the Airport Authority territory, including the collection of rents, fees, assessments or other revenues and expenditure of funds associated therewith (notwithstanding the Authority's ability to continue to operate such districts, should the Authority pursue the transfer of control of any such district to a Party, the Authority shall bear the costs of such transfer including the cost of any ballot measure, if necessary).

The purposes of this Agreement shall be accomplished and said common powers exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to County in its manner of exercising such powers, as required by Government Code Section 6509.

Section 2. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "March Joint Powers Authority," hereinafter referred to as "the Authority." The Authority shall be a public entity, separate and apart from its members, and, as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. Term. The term of this Agreement shall commence upon approval and execution of this document by County and all three Cities and shall continue until terminated by the Parties hereto by their mutual written consent as provided in Section 4.

Section 4. Terminations and Amendments.

(a) Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal, and this Agreement shall thereupon be deemed automatically amended to reflect the deletion of said Party from this Agreement.

(b) This Agreement initially contemplates a four-party Agreement. However, if any Party elects to withdraw during the term of this Agreement pursuant to Subsection 4 (a) above, the remaining Parties, if two or more in number, may elect to continue with the purposes of this



Agreement and this Agreement shall be appropriately amended to reflect the change in membership.

(c) Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to extend the term thereof; (2) amended to add new Parties; or (3) amended to change any substantive portion of the Agreement, or any one or more of the foregoing, in accordance with all applicable laws, rules and regulations.

(d) The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it is deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, shall be returned to the then Parties to the Agreement in proportion to the contributions made. For purposes of this distribution, "contributions made" include unreimbursed in-kind services, materials and equipment provided by a Party.

Section 5. Creation of the Joint Powers Commission ("JPC").

(a) Creation of JPC. In order to effectuate the purposes of this Agreement as set forth in Section 1 hereof and to accomplish the Action Steps described in Section 6 hereof, Cities and County agree to establish at the earliest possible date after commencement of this Agreement, a Joint Powers Commission (hereinafter referred to as "JPC"), which shall be the governing body of the entity created by this Agreement and all the powers of such entity shall be exercised by the JPC.

(b) Membership. The JPC shall initially be composed of eight (8) Members. Each Party to this Agreement shall be represented by two (2) JPC Members with each Member being entitled to one (1) vote. In the event only one Member or the Alternate is present representing the same Party, that Member or Alternate who is present may cast two (2) votes on behalf of that Party in any manner deemed appropriate by such Member or Alternate. In the event no Member or Alternate



of a Party is present at the time that votes are cast on a matter, the votes of such absent Members or Alternate shall be considered as not having been cast.

(c) Designation of Representatives and Alternates. The governing body of each Member on the JPC shall appoint by resolution its Representatives and may appoint by resolution an Alternate to the JPC. A copy of the resolution shall be furnished to the JPC. Each Representative and Alternate must hold an elective office on the respective governing body appointing the Representative and Alternate. Alternates shall have the authority to act in a Representative's absence. Representatives for the County of Riverside shall be the Supervisors of Districts I and V and the Alternate for the County of Riverside shall be the Supervisor of District III.

Representatives and Alternates shall serve on the JPC during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a Representative's or Alternate's position on the JPC shall automatically terminate if and when the term of the elected public office of such Representative or Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the JPC of the name of the replacement Representative or Alternate by forwarding a copy of the resolution appointing such replacement Representative or Alternate to the JPC .

(d) Quorum and Transaction of Business. The presence of five (5) Members of the JPC shall constitute a quorum of which a least four (4) Members shall represent each Party to this Agreement, provided, however, that there shall be no requirement for the presence of four (4) Members representing each Party if both Members of the Party are absent for two (2) successive meetings. A vote of five (5) Members shall be necessary for the transaction of business, except for adjournment of a meeting which shall require only a majority vote of those present. No proxy or absentee voting shall be permitted.

(e) Meetings. The JPC shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the JPC and a copy of such resolution shall be filed with the governing body of each of the Parties and with



each Party's designated Representatives. Special meetings and adjourned meetings may be held as required or permitted by law.

(f) Ralph M. Brown Act. All meetings of the JPC, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Pursuant to Government Code Section § 54956.96, Members or Alternates may disclose information discussed in closed session that has direct financial or liability implications for any Party to this Agreement to the following individuals:

(1) Legal counsel of any Party to this Agreement for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(2) Other members of the legislative body of the Party present in closed session of that member Party.

Furthermore, any Alternate who is also a member of the legislative body of any Party and who is attending a properly noticed meeting of the JPC in lieu of a Member may attend closed sessions of the JPC.

(g) Officers. The JPC shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year shall select or re-select its officers. In the event an officer resigns or ceases to be an officer, the JPC shall select a replacement therefor at the next regular meeting of the JPC. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

(h) Management, Staff and Support Personnel. Subject to the availability of funds, the JPC may contract for or employ such staff and support personnel as may be necessary or desirable in implementing and carrying out the purposes of this Agreement. Such staff and personnel shall exercise those powers, duties and responsibilities imposed or conferred herein or conferred thereon by the JPC.



Additional support personnel for the JPC may be provided by the staff of the Parties to this Agreement subject to such conditions as may be approved by the governing bodies of such personnel and by the JPC.

(i) Rules. The JPC may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the JPC.

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from "in kind" contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any fund balance, revenue, land sale proceeds, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and "in kind" contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall be shared and distributed equally to the Parties of this Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC (such vote must also include Members representing all Parties).



(k) Consultants. Subject to the availability of funds, the JPC may employ such consultants as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(l) Fiscal Year. The fiscal year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

(m) Treasurer. The Treasurer of the Authority shall be a designated member of the Commission or the staff. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the JPC. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the JPC for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority or JPC; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the JPC.

(n) Controller. The Authority's Executive Director, or another appointed person or a contracted private firm at the discretion of the Commission, shall be the Controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the JPC or by any other person authorized to so approve such by this Agreement or by resolution of the JPC. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the JPC.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts



as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the JPC, shall contract with an independent certified public accountant or firm to prepare an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against any unencumbered funds of the Authority available for such purpose. The JPC by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(o) Technical Advisory Committee. There is hereby established within the Authority a Technical Advisory Committee. The members of the Technical Committee shall be as follows:

- (i) The Member of the United States House of Representatives who represents the Congressional District which includes the former March Air Force Base, or the designee of such Member;
- (ii) The City Manager of each of the cities which are parties to this Agreement, or the designee thereof;
- (iii) The County Executive Officer of the County of Riverside, or the designee thereof; and
- (iv) Such other persons as the foregoing membership may select, including, without limitation, representatives of private and governmental entities.

The TAC shall also involve in its discussion non-voting "ex-officio" members. These members may be changed from time-to-time, but at a minimum the Executive Director of the Western Riverside Council of Governments and the Base Transition Coordinator shall be considered as "ex-officio" members of the TAC.



The Chairperson of the Technical Advisory Committee shall be the Member of the United States House of Representatives or the designee of such Member.

The duties of the Technical Advisory Committee shall be:

- (i) To act as an advisory body to the JPC in matters relevant to the purposes of this Agreement; and
- (ii) To undertake such other duties as may be assigned to the Committee by the JPC.

Section 6. Achievement of Purposes. In order to achieve the purposes set forth in this Agreement, the JPC shall convene as a body and shall be charged with the responsibility of hearing and reviewing oral and written reports, analyzing documentary evidence, engaging in discussions, making inspections, examining all relevant data as is more specifically set forth in the specific action steps hereinafter provided:

(a) Short Term Action Steps.

- (1) Identify available funding, in accordance with Section 5(j), from available federal, state and private grants to aid in the financing of the work associated with the purposes of this Agreement.
- (2) Coordinate the actions and plans of the Authority with other governmental entities and interested organizations.
- (3) Investigate and recommend interim and permanent finance programs in order to serve the best interests of the affected communities and the region and to accomplish the purposes of this Agreement.

(b) Long Term Action Steps.

- (1) Develop a cohesive plan for use and reuse of the former March Air Force Base and its surrounding environs to the extent such plan does not conflict with federal, state or local law.
- (2) Serve as the single, local representative organization in working with the office of Economic Adjustment of the United States Department of Defense.



The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be all inclusive. The JPC may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the JPC shall direct.

Section 7. JPC a Separate Entity; Liability; Immunity. The JPC shall be a public entity separate and apart from the Parties to this Agreement. However, each Party to this Agreement shall defend, indemnify and hold harmless each other party from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

It is the intent of the Parties that, except as provided herein, the JPC cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, any such debts, liabilities or obligations shall be shared, and otherwise apportioned, equally as among the Parties to this Agreement unless the JPC by unanimous vote of all the Members of the JPC directs otherwise. However, to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

As to the officers, agents, Representatives, Alternates, and employees, if any, of the JPC or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 8. Successor Agency. Allocation of Assets and Liabilities Upon Dissolution of the March Joint Powers Redevelopment Agency. Upon dissolution of the March Joint Powers Redevelopment Agency (the "Agency"), the Authority is hereby designated the successor agency with all authority, rights, powers, duties and obligations previously vested with the Agency. Any



and all assets and liabilities in possession of the Agency shall be transferred to the Authority, as the successor agency, upon the Agency's dissolution.

Section 9. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section 10. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

- (a) March Joint Powers Commission  
c/o Executive Director  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518
- (b) City of Moreno Valley  
c/o City Manager  
P.O. Box 88005  
Moreno Valley, CA 92552
- (c) City of Perris  
c/o City Manager  
101 N "D" Street  
Perris, CA 92570
- (d) City of Riverside  
c/o City Manager  
3900 Main Street, 7th Floor  
Riverside, CA 92501
- (e) Riverside County Board of Supervisors  
c/o County Executive Officer  
County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501



Section 11. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section 12. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Section 13. Powers Not Included in Agreement. It is contemplated that certain common powers of the Parties to this Agreement may be needed in the future, however, until such time as the Parties may deem otherwise and this Agreement is amended to specifically so provide, it shall not be construed or interpreted to mean that the Authority or the JPC possesses the power, right or authority to mandate the expenditure of funds by Parties to this Agreement, or to incur any obligation on behalf of any Party to this Agreement; provided further, however, in the event this Agreement is amended to provide for the regulation or control of land use, any Party may disapprove any proposed regulation or control of land use affecting any real property which is within, or contiguous to, the jurisdiction of such Party.

Except as specifically provided to the contrary herein, this Agreement is not designed to, nor shall it be construed or interpreted to affect the rights of any Party to this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the sole obligation of said Party.

Section 14. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section 15. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.



(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be Amendments to this Agreement which will further define the rights and obligations of the Parties.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.


(h) Effective Date. This Agreement shall become effective on the date the later of the following events occur: (1) the execution of this Agreement by all Parties; and (2) the execution by all Parties of a Tax and Revenue Sharing Agreement. Until such time as this Agreement becomes effective, the Thirteenth Amendment to the Joint Powers Agreement Between the Parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.


**CITY OF MORENO VALLEY**

Date: MAR 09 2023

BY:   
Mayor

ATTEST:  
  
City Clerk

APPROVED AS TO FORM:

  
For - City Attorney  
Daniel Trevino, Deputy City Attorney



**CITY OF PERRIS**


Date: 3/9/23

By:   
Mayor, Michael M. Vargas

ATTEST:

  
City Clerk, Nancy Salazar

APPROVED AS TO FORM:

  
City Attorney, Robert Khuu



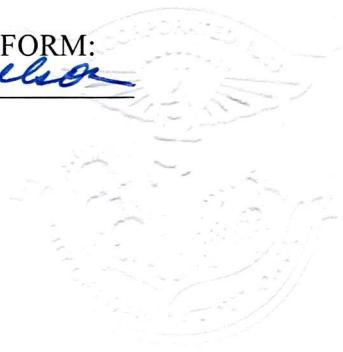
CITY OF RIVERSIDE

Date: March 8, 2023

BY: Patricia Sohlman  
Mayor

ATTEST:  
[Signature]  
City Clerk

APPROVED AS TO FORM:  
Susan Wilson  
City Attorney





COUNTY OF RIVERSIDE

Date: 4/18/23

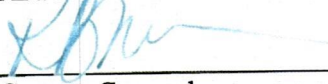
By: 

Chair  
**WIN JEFFRIES**  
CHAIR, BOARD OF SUPERVISORS

ATTEST:

  
Clerk of the Board  
**KIMBERLY A. HECTOR**

APPROVED AS TO FORM:

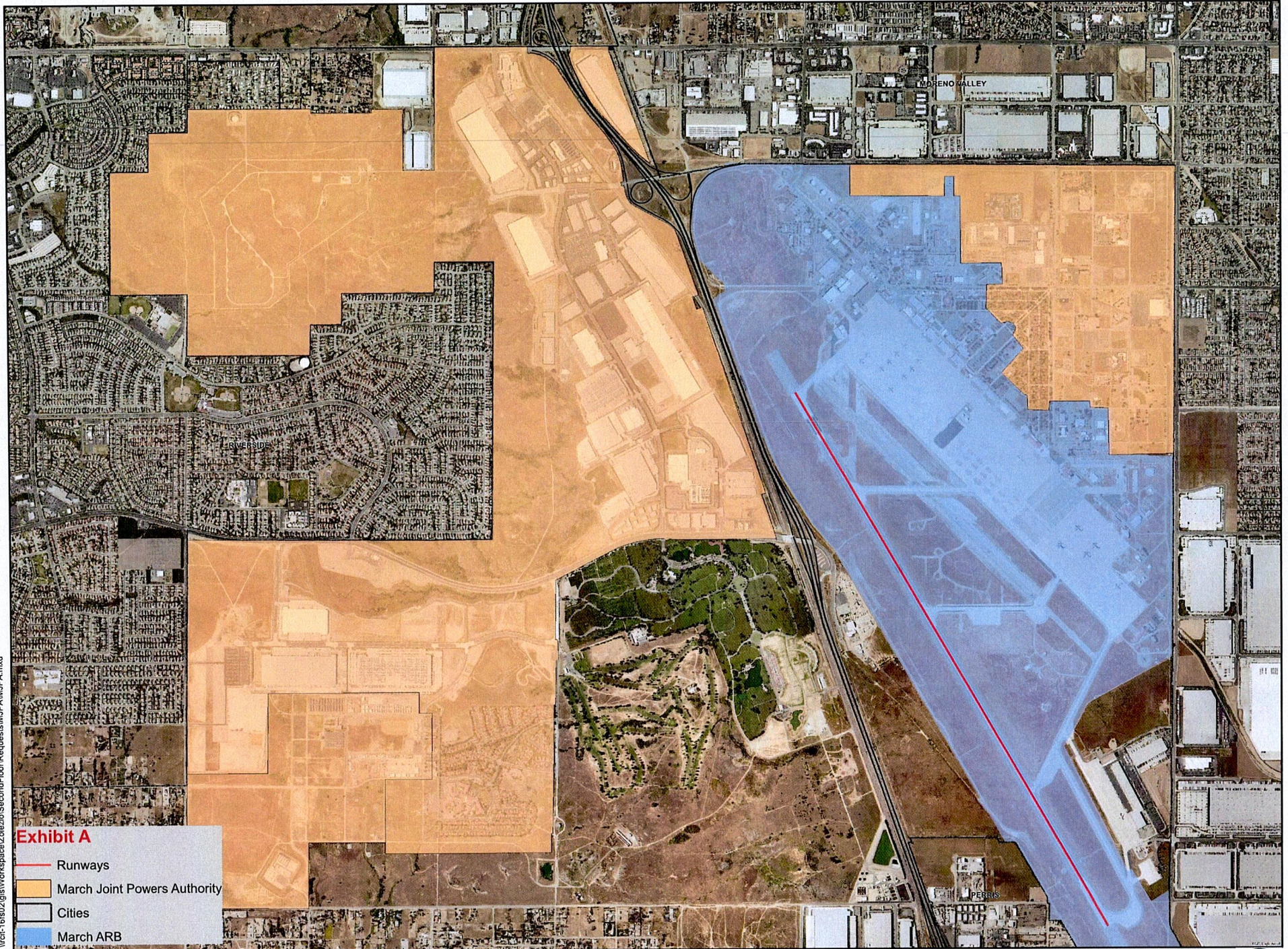


Deputy County Counsel

**EXHIBIT A**  
**AUTHORITY LAND USE TERRITORY**



# March Joint Powers Authority



\\cvt-161602\gis\Workspace\Zolezio\SecondFloor\Requests\MJPA\MJPA.mxd

## Exhibit A

- Runways
- March Joint Powers Authority
- Cities
- March ARB

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.

0 0.225 0.45 0.9 1.35 1.8 Miles



1 inch = 661 feet





**EXHIBIT B**  
**AIRPORT AUTHORITY TERRITORY**







**TAX AND REVENUE SHARING AGREEMENT AMONG  
THE CITY OF MORENO VALLEY, THE CITY OF PERRIS,  
THE CITY OF RIVERSIDE, AND THE COUNTY OF  
RIVERSIDE REGARDING THE MARCH JOINT POWERS  
AUTHORITY TERRITORY**

This **TAX AND REVENUE SHARING AGREEMENT** ("Agreement") among the CITY OF MORENO VALLEY ("Moreno Valley"), a municipal corporation, the CITY OF PERRIS ("Perris"), a municipal corporation, the CITY OF RIVERSIDE ("Riverside"), a charter city and municipal corporation, and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") is made and entered into as of the 18<sup>th</sup> day of April, 2023 ("Effective Date"). Moreno Valley, Perris, and Riverside are sometimes collectively referred to hereafter as "Cities." Moreno Valley, Perris, Riverside, and County are sometimes individually referred to as "Party" and collectively as "Parties."

**1. Recitals**

1.1 WHEREAS, in 1993, the Base Realignment and Closure Commission recommended, and the President approved, the inclusion of March Air Force Base in the third round of base closures or realignments, resulting in the re-designation of the base as March Air Reserve Base and a significant reduction in its territory; and

1.2 WHEREAS, in response, in September 1993, the Parties adopted an agreement (the "Joint Powers Agreement") establishing the March Joint Powers Authority ("Authority") for the joint exercise of powers to dispose of and govern the former territory of the March Air Force Base in accordance with Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California; and

1.3 WHEREAS, since 1993, the Parties collectively administered the Authority for the benefit of the territory served by the Authority ("Authority Territory", which is further defined in Exhibit A, attached hereto and incorporated herein by this reference); and

1.4 WHEREAS, since that time, the Parties have amended the Agreement thirteen times, though the Seventh Amendment, establishing the March Joint Powers Utilities Authority, was only adopted by the Cities; and

1.5 WHEREAS, now, the Parties wish to amend the Joint Powers Agreement for a fourteenth time to generally remove the Authority's land use and municipal obligations, leaving these obligations to the County because the Authority Territory is unincorporated; and

1.6 WHEREAS, in connection with this proposed amendment, to recognize the County's increased duties in the Authority Territory, due to the desire by the Parties to keep the area unincorporated for the duration of the agreement term, the Parties' collective efforts to redevelop the Authority Territory, and to prevent costly legal and land disputes among the Parties, the Parties have negotiated this Agreement to ensure an equitable distribution of revenues associated with the Authority and the Authority Territory.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants



hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

## 2. Terms of Agreement

2.1 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above. Said Recitals are incorporated into this Agreement by this reference.

### 2.2 Distribution of Property Taxes.

(a) Definitions. For the purposes of this Section 2.2, the following definitions shall apply:

(i) Property Tax Revenues. Property Tax Revenues shall mean the moneys distributed to the County during the term of this Agreement from the Redevelopment Property Tax Trust Funds related to the former March Joint Powers Redevelopment Agency (or "RPTTF") for the properties identified in the map attached hereto and incorporated herein as Exhibit B and which are paid to the County as determined by the Riverside County Auditor Controller ("Auditor-Controller") pursuant to Health and Safety Code Section 34183(a)(4) and as reported by the Auditor-Controller pursuant to Health and Safety Code Section 34183. Property Tax Revenues shall be exclusive of allowable charges of the Auditor-Controller for administering the RPTTF pursuant to Health and Safety Code Section 34182(e) and Revenue and Taxation Code Section 95.3.

(b) Distribution. Property Tax Revenues shall be distributed as follows:

(i) County Services Payment. First, and prior to any distribution from Property Tax Revenues, beginning the effective date of this Agreement, the County shall subtract an amount equal to \$2,450,975 for the fiscal year that this Agreement is executed, and thereafter shall subtract \$2,450,975 plus the summation of any annual adjustments as described in this section, from the total Property Tax Revenues to cover its cost of providing services, including municipal services, within the Authority Territory. This amount, and successive amounts as adjusted each year thereafter, shall be adjusted annually based on the annual change in the Riverside-San Bernardino-Ontario, CA Consumer Price Index (CPI-U) for all items published by the U.S. Bureau of Labor Statistics (or equivalent successor index) with a baseline of the July 2023 index.

(ii) Property Tax Payment to Moreno Valley and Riverside. Second, if Property Tax Revenues remain after amounts deducted under subdivision (b)(i) herein, the County shall issue a reimbursement payment to Moreno Valley and Riverside in an amount equal to their proportionate share of RPTTF used to pay enforceable obligations of the March Joint Powers Authority Successor Agency from the assessed value of property within their respective jurisdictions (as shown in Exhibit B), as reported by the Auditor-Controller. These payments shall be calculated as follows by jurisdiction as currently reported by the Auditor-Controller: RPTTF gross growth generated within respective jurisdictional area, less pass-through payments, less both County administrative fees, and residual receipts.



(iii) Remainder. Finally, if Property Tax Revenues still remain after amounts deducted in accordance with (b)(i) and (b)(ii) herein, the County shall retain seventy five percent (75%) of the remaining amount and shall distribute the remaining twenty five percent (25%) equally among the Cities.

2.3 Distribution of Sales Taxes, Transient Occupancy Taxes, and Franchise Fees.

(a) Definitions. For the purposes of this Section 2.3, the following definitions shall apply:

(i) Sales Tax Revenues. Sales Tax Revenues shall include Bradley Burns Local 1% sales or use taxes paid by any businesses within the Authority Territory (see Exhibit A) upon taxable sales and uses attributable to the operations of businesses within the Authority Territory and allocated and actually paid to, and received by, County under the Uniform Local Sales and Use Tax Law (Part 1.5, Division 2 of the California Revenue and Taxation Code). Local Sales Tax Revenues shall not include (i) penalties, assessments, collection costs, and other costs, fees, or charges resulting from late or delinquent payments of sales or use tax and which are levied, assessed, or otherwise collected from business within the Authority Territory; (ii) any sales or use tax levied by, collected for, or allocated to the State of California, a district, or any entity (including an allocation to a statewide or countywide pool) other than County; (iii) any administrative fee charged by the California Department of Tax Fee Administration (or any successor agency); (iv) any sales or use tax subject to any sharing, rebate, offset, or other charge imposed pursuant to any applicable provision of federal, state, or local (except the County's) law, rule, or regulation; or (v) any sales or use tax (or other funds measured by sales or use taxes) required by the State of California to be paid over to another public entity (including the State), or set aside and/or pledged to a specific use other than for deposit into or payment from the County's general funds, including retroactively..

(ii) Transient Occupancy Tax Revenues shall include any tax charge on the rent paid by transient guests of hotels, motels, short-term rentals, or any other lodging facility within the Authority Territory (see Exhibit A) to the County under the County's local laws.

(iii) Franchise Fee Revenues shall include any fees paid by a franchisee of the County for the use of governmental facilities within the Authority Territory (see Exhibit A). Franchise Fee Revenues shall be calculated as follows: Total Actual Franchise Fee Revenue generated within the county unincorporated area during the fiscal year, divided by unincorporated area Service Population for the year, then multiplied by Authority Territory Service Population for the year. Service Population shall be calculated as one half of the area employment, added to area population. Source data for this calculation shall be from a reputable source (e.g. Department of Finance, County of Riverside Budget Book, etc.)

(b) Distribution. Sales Tax Revenues, Transient Occupancy Tax Revenues, and Franchise Fee Revenues shall be distributed evenly among the Parties such that the County shall pay to each of the Cities a total of twenty five percent (25%) of such revenues.



(c) Data. County agrees to take any lawful actions necessary to permit Cities to receive sales tax, transient occupancy tax, and franchise fee revenue data for the Authority Territory.

2.4 Distribution of Land Sale Proceeds. The proceeds of any land sales by the Authority are distributed equally among the Parties in accordance with Section 5(j) of the Joint Powers Agreement.

2.5 Annexation of Property.

(a) City-Initiated Annexations. Cities shall not take any City-initiated steps toward the annexation of Authority Territory during the term of this Agreement. For example, Cities shall not initiate the following actions: any pre-zoning or pre-planning of Authority Territory, the preparation of any municipal service reviews for the Authority Territory, the preparation of any environmental document associated with considering annexation of any Authority Territory, or the submission of any applications to annex any Authority Territory. Cities shall not provide funding for, solicit or encourage property owners, developers, or any third parties to seek annexation of any Authority Territory into a City's jurisdiction.

(i) Penalty for Violation. Should any Party violate this subsection of the Agreement, that Party shall reimburse to County any payments made under this Agreement to date and shall not receive any further payments under this Agreement. Reimbursed payments shall be redistributed by County equally among the non-violating Parties (i.e., one third each assuming only one Party is in violation).

(b) Property Owner-Initiated Annexations. If, in the absence of a violation of subdivision (a) of this Section 2.5, a third party initiates and successfully completes proceedings to annex property within the Authority Territory into one of the Cities' jurisdictions, the Party annexing property shall make a payment to the County of all property, sales, and transient occupancy taxes received by that Party in connection with the annexed property within 30 days following receipt of said taxes. The payment shall be accompanied by a detailed statement setting forth the amount and type of taxes received from annexed properties within the Authority Territory. The County shall then distribute said payment to all Parties within 30 days following receipt in accordance with the applicable formula under this Agreement as if the County had received the taxes directly. If the legislative body of a City votes to approve an annexation initiated by a property owner, where the City has not encouraged, solicited, or incentivized the annexation, it shall not be considered a violation of subdivision (a) of this Section 2.5.

2.6 Term and Termination. This Agreement shall remain in effect until August 1, 2041. No Party may terminate this Agreement in advance of that date.

2.7 Payment Terms. On a twice-annual basis, on or before April 1 and October 1 each year, County shall make a payment to each of the Cities for their share of revenues received under Sections 2.2 and 2.3 during the periods July 1 through December 31 and January 1 through June 30 respectively (i.e., the first payment under this Agreement shall be made on or before April 1, 2024 for receipts during the period July 1 through December 31, 2023).



2.8 Insurance Requirements. The Parties shall each maintain adequate insurance coverage for the activities contemplated herein for the duration of this Agreement.

**3. Miscellaneous Terms**

3.1 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by all Parties.

3.2 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.3 Entire Agreement. This Agreement constitutes the entire and integrated agreement with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations or agreements.

3.4 Notices, Demands and Communications Between the Parties.

(a) Formal notices, demands and communications between Parties shall be deemed sufficiently given if: (i) by commercial overnight delivery; (ii) by messenger service for immediate personal delivery; or (iii) by electronic transmittal, including electronic mail and/or fax transmissions, subject to written verification of receipt by the receiving party. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written notice to the other Party.

All notices, demands and communications shall be sent, as follows:

**TO MORENO VALLEY:**

City of Moreno Valley  
Attn: City Manager  
P.O. Box 88005  
Moreno Valley, CA 92552

Copy to:

City of Moreno Valley  
Attn: City Attorney  
P.O. Box 88005  
Moreno Valley, CA 92552

**TO RIVERSIDE:**

City of Riverside  
Attn: City Manager

**TO PERRIS:**

City of Perris  
Attn: City Manager  
101 N "D" St.  
Perris, CA 92570

Copy to:

City of Perris  
Attn: City Attorney  
101 N "D" St.  
Perris, CA 92570

**TO COUNTY:**

County of Riverside  
Attn: County Executive Officer



3900 Main Street, 7th Floor  
Riverside, CA 92501

County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501

Copy to:

Copy to:

City of Riverside  
Attn: City Attorney  
3900 Main Street, 7th Floor  
Riverside, CA 92501

County of Riverside  
Attn: County Counsel  
County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501

(b) Notices shall be deemed effective upon receipt or with respect to electronic transmission, upon receipt of written verification from the receiving party.

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

3.6 Laws and Regulations. Each Party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement. If either Party performs any of its obligations hereunder knowing that its actions are contrary to such laws, rules and regulations and without giving written notice to the other, the violating Party shall be solely responsible for all costs arising therefrom.

3.7 Approvals. Approvals required by Parties, or any officers, agents or employees thereof, shall not be unreasonably withheld and approval or disapproval shall be given within a reasonable time.

3.8 Mutual Cooperation; Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

3.9 Third Party Beneficiaries. This Agreement and the performance of the Parties obligations hereunder are for the sole and exclusive benefit of the Parties only. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against any Party hereunder as a result of any Party's performance or non-performance of its obligations under this Agreement.

3.10 Relationship of Parties. The Parties agree and intend that they are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.



3.11 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Riverside, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for Riverside County, California. The Parties consent to the personal jurisdiction and venue in federal or state court located within the County of Riverside, California, and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

3.12 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

3.13 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

3.14 Legal Counsel. Each Party acknowledges that: (i) it has read this Agreement; (ii) it has had the opportunity to have this Agreement explained to it by legal counsel of its choice; (iii) it is aware of the content and legal effect of this Agreement; and (iv) it is not relying on any representations made by the other Party or any of the employees, agents, representatives, or attorneys of the other Party, except as expressly set forth in this Agreement.

3.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

3.16 Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

3.17 Authorized Representatives. The person or persons executing this Agreement on behalf the each Party warrant and represent that they have the authority to execute this Agreement on behalf of that Party and that they have the authority to bind that Party to the performance of its obligations hereunder.

3.18 Effective Date. This Agreement shall become effective on the date the later of the following events occur: (1) the execution of this Agreement by all Parties; and (2) the execution by all Parties of the Fourteenth Amendment to the Joint Powers Agreement.

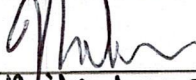
**SIGNATURES ON FOLLOWING PAGE**



**SIGNATURE PAGE TO  
TAX AND REVENUE SHARING AGREEMENT AMONG THE CITY OF  
MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF  
RIVERSIDE, AND THE COUNTY OF RIVERSIDE REGARDING THE  
MARCH JOINT POWERS AUTHORITY TERRITORY**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

**CITY OF MORENO VALLEY**

By:   
Mike Lee, City Manager

Date: 3/2/23

APPROVED AS TO LEGAL FORM:

By:   
Denise Truby, <sup>Deputy</sup> City Attorney

ATTEST:

By:   
Jane Haskins, City Clerk

**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CITY OF PERRIS**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
\_\_\_\_\_, County Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, County Counsel

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

**SIGNATURE PAGE TO  
TAX AND REVENUE SHARING AGREEMENT AMONG THE CITY OF  
MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF  
RIVERSIDE, AND THE COUNTY OF RIVERSIDE REGARDING THE  
MARCH JOINT POWERS AUTHORITY TERRITORY**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CITY OF RIVERSIDE**

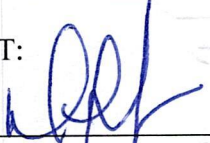
By:   
*For* Mike Futrell, City Manager

Date: 03/08/23

APPROVED AS TO LEGAL FORM:

By:   
Assistant, City Attorney

ATTEST:

By:   
Donesia Gause, City Clerk

**CITY OF PERRIS**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
\_\_\_\_\_, County Executive Officer

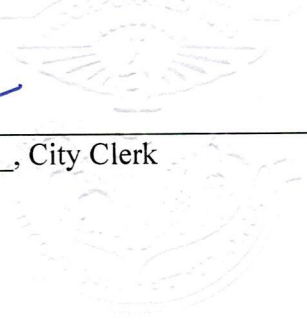
Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, County Counsel

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board





**SIGNATURE PAGE TO  
TAX AND REVENUE SHARING AGREEMENT AMONG THE CITY OF  
MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF  
RIVERSIDE, AND THE COUNTY OF RIVERSIDE REGARDING THE  
MARCH JOINT POWERS AUTHORITY TERRITORY**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CITY OF PERRIS**

By:   
Clara Miramontes, City Manager

Date: 3/23/23

**APPROVED AS TO LEGAL FORM:**

By:   
Robert Khuu, City Attorney

**ATTEST:**

By:   
Nancy Salazar, City Clerk

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
\_\_\_\_\_, County Executive Officer

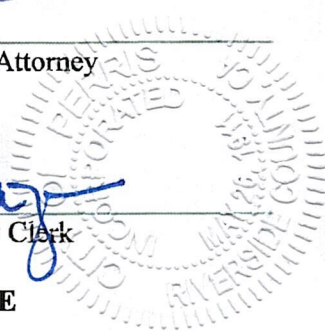
Date: \_\_\_\_\_

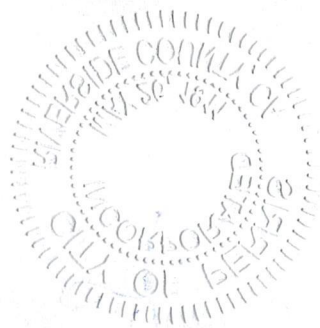
**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
\_\_\_\_\_, County Counsel

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board





Handwritten scribbles, possibly initials or a signature, located below the postmark.

Handwritten scribbles, possibly initials or a signature, located to the right of the postmark.



**SIGNATURE PAGE TO  
TAX AND REVENUE SHARING AGREEMENT AMONG THE CITY OF  
MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF  
RIVERSIDE, AND THE COUNTY OF RIVERSIDE REGARDING THE  
MARCH JOINT POWERS AUTHORITY TERRITORY**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CITY OF PERRIS**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
*J. Van Wagner*, County Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
*Krisitne Bell-Valdez*, Deputy, County Counsel

ATTEST:

By: \_\_\_\_\_  
*Brana Smutz*, Clerk of the Board

SIGNATURE PAGE

APR 18 2023 3.10

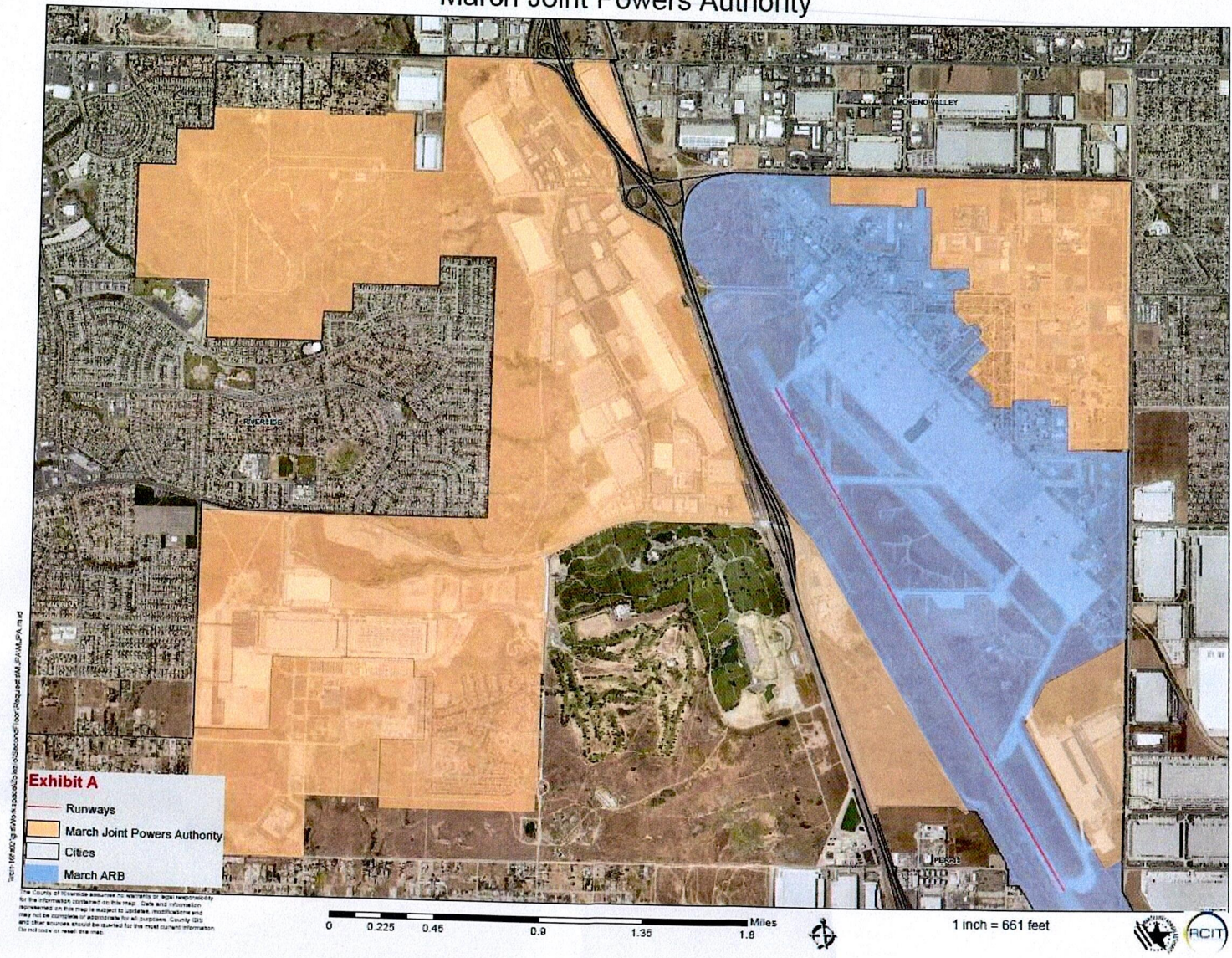


**EXHIBIT A**  
**AUTHORITY TERRITORY**

**EXHIBIT A – AUTHORITY TERRITORY**



# March Joint Powers Authority





**EXHIBIT B**  
**PROPERTY TAX REVENUE AREA**

**EXHIBIT B – AUTHORITY TERRITORY**