

# MARCH JOINT POWERS AUTHORITY



**NOTICE OF THE REGULAR MEETING**  
of the  
**March Joint Powers Commission**  
of the  
**March Joint Powers Authority**  
and the  
**March Inland Port Airport Authority**  
and the  
**Successor Agency - March Joint Powers Authority**  
of the  
**Former March Joint Powers Redevelopment Agency**  
City of Moreno Valley • City of Riverside • City of Perris • Riverside County  
and the  
**March Joint Powers Commission**  
of the  
**March Joint Powers Utilities Authority**  
City of Moreno Valley • City of Riverside • City of Perris  
to the  
**Public and Members of the March Joint Powers Commission**

Notice is hereby given that the Regular Meeting of the **March Joint Powers Commission of the March Joint Powers Authority** will be held at **Western Municipal Water District - Board Room, 14205 Meridian Parkway, Riverside, California 92518** on **Wednesday, September 27, 2023 at 3:00 p.m.**

This Notice was posted on 09/21/23 at the following locations:

Western Municipal Water District  
14205 Meridian Parkway  
Riverside, CA 92518

On September 21, 2023, Notice was sent to each member of the March Joint Powers Commission.

I hereby certify that the foregoing Notice is a full, true, and correct copy of the Notice posted for the March Joint Powers Authority Commission Meeting.

*Cindy Camargo*

\_\_\_\_\_  
Cindy Camargo, Clerk  
March Joint Powers Authority Commission

**REGULAR MEETING**  
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***Wednesday, September 27, 2023 - 3:00 PM***

**March Joint Powers Authority  
Commission Meeting Location:**  
*Western Municipal Water District - Board Room*  
14205 Meridian Parkway  
Riverside, CA 92518

**ALL MEETINGS ARE OPEN TO THE PUBLIC.**

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

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

**March Joint Powers Authority  
14205 Meridian Parkway, Suite 140 Riverside, CA 92518  
Phone: (951) 656-7000 Fax: (951) 653-5558**

**THE MARCH JOINT POWERS COMMISSION**  
of the  
**MARCH JOINT POWERS AUTHORITY**  
and the  
**MARCH INLAND PORT AIRPORT AUTHORITY**  
and the  
**SUCCESSOR AGENCY - MARCH JOINT POWERS AUTHORITY**  
of the  
**FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY**  
City of Moreno Valley • City of Riverside • City of Perris • County of Riverside  
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**Wednesday, September 27, 2023 - 3:00 PM**

*Western Municipal Water District/March Joint Powers Authority  
Board Room  
14205 Meridian Parkway  
Riverside, CA 92518*

**REGULAR MEETING AGENDA**

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Matters Subsequent to Posting Agenda**  
*Approval of Agenda Additions or Corrections, as Necessary.*
- 6. Approval of Minutes of the JPC Regular Meeting held on August 23, 2023 - Page 6**
- 7. Public Comments**  
*Any person may address the Commission on any subject pertaining to March Joint Powers Authority, March Inland Port Airport Authority, Successor Agency/former March Joint Powers Redevelopment Agency, and March Joint Powers Utilities Authority business not listed on the Agenda during this portion of the Meeting. A limitation of three (3) minutes shall be set for each person desiring to address the Commission.*

## **8. Consent Calendar**

### **MJPA Operations**

- 1) Report: Update on JPC Actions, Legislation, Property Transfers and Staff Activities – Page 11
- 2) Report: Update on Planning Activities – Page 16
- 3) Report: Receive and file Financial Status Reports – Page 23
- 4) Action: Approve July 2023 Financial Disbursements – Page 56
- 5) Action: Approve a Professional Services Agreement with Ayala HR Consulting, LLC for human resources services and authorize the Executive Director to execute the agreement – Page 62
- 6) Action: Adopt Resolution JPA 23-17 adopting an Employee Retention Policy – Page 82
- 7) Action: Adopt Resolution JPA 23-18 a Resolution of the March Joint Powers Commission approving the amended and restated March Powers Authority Personnel Rules and Regulations – Page 87

## **9. MJPA - Reports, Discussions and Action Items**

- 1) Report: Receive and file an Update for March Joint Powers Authority's Economic Impact Analysis (EIA) Qisheng Pan, Ph.D. – Page 182  
*Dr. Grace Martin, Executive Director*
- 2) Report: Receive and file the monthly Technical Advisory Committee (TAC) report for September 6, 2023 – Page 217  
*Ms. Tisa Rodriguez, TAC Chair*
- 3) Report: Receive and File a Foreign Trade Zone 244 Annual Report for 2022 – Page 218  
*Nina Schumacher, Business Development Specialist*
- 4) Action: Move to authorize the Executive Director, Joint Powers Commission Chair and Vice Chair to travel and attend the Association of Defense Communities 2023 Installation Innovation Forum held in Orlando, FL on November 6th through November 8<sup>th</sup>, 2023 – Page 386  
*Dr. Grace Martin, Executive Director*

## **10. Consent Calendar**

### **MIPAA – Operations**

- 1) Report: Update on JPC Actions, Legislation, Property Transfers, Planning Activities and Staff Activities – Page 387
- 2) Report: Receive and file Financial Status Reports – Page 392
- 3) Action: Approve July 2023 Financial Disbursements – Page 397

## **11. Consent Calendar**

### **MJPUA – Operations**

- 1) Report: Receive and file Financial Status Reports – Page 399
- 2) Action: Approve July 2023 Financial Disbursements – Page 403

## **12. Commission Members Oral Reports/Announcements**

## **13. Staff Oral Reports/Announcements**

## **14. Calendaring of Future Agenda Items**

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

## **15. Closed Session**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: Executive Director

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Designated Representative: Chair, General Counsel, or other designee  
Unrepresented Employee: Executive Director

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8**

Property: Northeast Corner (commonly referred to as the March LifeCare Campus)  
Agency Negotiator: Dr. Grace Martin, Executive Director  
Negotiating Parties: March Healthcare Development (March1, LLC)  
Under Negotiation: Disposition and Development Agreement

**16. Adjournment**

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

Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of Clerk of the March Joint Powers Authority (JPA), 14205 Meridian Parkway Ste. 140, Riverside, California and are available for public inspection during regular office hours (7:30 a.m. to 5:00 p.m., Monday through Thursday, Closed-Friday). Written materials distributed to the March Joint Powers Commission within 72 hours of the March Joint Powers Commission meeting are available for public inspection immediately upon distribution in the Clerk’s office at the March JPA offices at 14205 Meridian Parkway, Ste. 140, Riverside, California (Government Code Section 54957.5(b)(2). Copies of staff reports and written materials may be purchased for \$0.20 per page. In addition, staff reports can be reviewed online at www.marchJPA.com. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

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

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

Dated: September 21, 2023

Signed: Cindy Camargo  
Cindy Camargo, Clerk of the March Joint Powers Authority Commission

March Joint Powers Authority  
14205 Meridian Parkway, Suite 140, Riverside, CA 92518  
Phone: (951) 656-7000 FAX: (951) 653-5558

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**Wednesday, August 23, 2023 - 3:00 PM**

*Western Municipal Water District/March Joint Powers Authority*  
*Board Room*  
*14205 Meridian Parkway*  
Riverside, CA 92518

**REGULAR MEETING MINUTES**

- 1. Call to Order**  
Chair Conder called the meeting to order at 3:01 p.m.
- 2. Roll Call**  
Present: Vargas, Rogers, Cabrera, Delgado, Gutierrez (2 votes), Conder (2 votes)  
Absent: Jeffries, Perry
- 3. Invocation**  
Pastor Diane Gardner provided the invocation.
- 4. Pledge of Allegiance**  
Member Delgado led the group in the pledge.
- 5. Matters Subsequent to Posting Agenda**  
*Approval of Agenda Additions or Corrections, as Necessary.*  
None.
- 6. Approval of Minutes of the JPC Regular Meeting held on August 9, 2023**  
No questions or comments.

Motion to approve the JPC Regular Meeting Minutes for the meeting held on August 9, 2023.

Motion: Rogers  
Second: Cabrera  
Ayes: Vargas, Rogers, Cabrera, Delgado, Gutierrez (2 votes), Conder (2 votes)  
Noes: None  
Absent: Jeffries, Perry  
Abstain: None

## 7. Public Comments

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

The following provided a public comment:

1. Jerry Shearer (via email)
2. Mike McCarthy
3. Andrew Silva
4. Debbie Walsh

## 8. Consent Calendar

### MJPA Operations

- 1) Report: Receive and file Financial Status Reports
  - 2) Action: Approve May and June 2023 Financial Disbursements
- No questions or comments.

Motion to approve Consent Calendar – MJPA Operations, Items 8 (1-2).

Motion: Vargas  
Second: Gutierrez  
Ayes: Vargas, Rogers, Cabrera, Delgado, Gutierrez (2 votes), Conder (2 votes)  
Noes: None  
Absent: Jeffries, Perry  
Abstain: None

## 9. MJPA - Reports, Discussions and Action Items

- 1) Action: Adopt Resolution JPA 23-16 amending the Fiscal Years 2022/2023 and 2023/2024 March Joint Powers Authority adopted budgets for facilities management and liability insurance.

*Dr. Grace Martin, Executive Director and Garden Duran, Finance provided an update on this item.*

Member Vargas stated hearing the full report at the Finance Subcommittee meeting and recommended the item be brought to the commission.

Member Cabrera stated that if there was a homeless issue he'd like to coordinate between the City of Moreno Valley and March JPA to assist with the homeless. Dr. Martin replied there are no encampments due to active Sheriff patrols and March JPA security. Member Cabrera stated that they are happy to assist with any coordination.

Motion to approve MJPA – Reports, Discussions and Action Items, Item 9 (1).

Motion: Delgado  
Second: Vargas  
Ayes: Vargas, Rogers, Cabrera, Delgado, Gutierrez (2 votes), Conder (2 votes)  
Noes: None  
Absent: Jeffries, Perry  
Abstain: None

- 2) Action: Approve an interim outlet structure cooperative agreement with Riverside County Flood Control and Water Conservation District and authorize the Executive Director to finalize and execute the agreement.

*Dr. Grace Martin, Executive Director provided an update on this item.*

No questions or comments.

Motion to approve MJPA – Reports, Discussions and Action Items, Item 9 (2).

Motion: Vargas  
Second: Gutierrez  
Ayes: Vargas, Rogers, Cabrera, Delgado, Gutierrez (2 votes), Conder (2 votes)  
Noes: None  
Absent: Jeffries, Perry  
Abstain: None

- 3) Action: Authorize advertising Requests for Proposals for March northeast corner demolition.

*Dr. Grace Martin, Executive Director provided an update on this item.*

No questions or comments.

Motion to approve MJPA – Reports, Discussions and Action Items, Item 9 (3).

Motion: Cabrera  
Second: Rogers  
Ayes: Vargas, Rogers, Cabrera, Delgado, Gutierrez (2 votes), Conder (2 votes)  
Noes: None  
Absent: Jeffries, Perry  
Abstain: None

## 10. Consent Calendar

### MIPAA – Operations

- 1) Report: Receive and file Financial Status Reports
- 2) Action: Approve May and June 2023 Financial Disbursements

No questions or comments.

Motion to approve Consent Calendar MIPAA – Operations, Items 10 (1-2).

Motion: Rogers



Second: Delgado  
Ayes: Vargas, Rogers, Cabrera, Delgado, Gutierrez (2 votes), Conder (2 votes)  
Noes: None  
Absent: Jeffries, Perry  
Abstain: None

#### **11. MIPAA - Reports, Discussions and Action Items**

- 1) Action: Approve an Airport Exclusive Negotiation Agreement with Riverside County Sheriff Department on a portion of Parcel D-1, and authorize the Executive Director to finalize and execute the agreement  
*Dr. Grace Martin, Executive Director*

Vice Chair Delgado recused himself from this item due to conflict of interest.

Member Gutierrez stated that Sheriff Bianco wants to move the facility to March because the current facility is older and they also need to expand to a larger building.

Chair Conder stated that this would be a great move.

Motion to approve MIPAA – Reports, Discussions and Action Items, Item 11 (1).

Motion: Vargas  
Second: Rogers  
Ayes: Vargas, Rogers, Cabrera (2 votes), Gutierrez (2 votes), Conder (2 votes)  
Noes: None  
Absent: Jeffries, Perry  
Abstain: Delgado

#### **12. Consent Calendar**

##### **MJPUA – Operations**

- 1) Report: Receive and file Financial Status Reports
- 2) Action: Approve May and June 2023 Financial Disbursements

No questions or comments.

Motion to approve Consent Calendar MJPUA – Operations, Items 12 (1-2).

Motion: Rogers  
Second: Vargas  
Ayes: Vargas, Rogers, Cabrera, Delgado, Conder (2 votes)  
Noes: None  
Absent: Jeffries, Perry  
Abstain: Gutierrez

#### **13. Commission Members Oral Reports/Announcements**

Chair Conder stated the KC1- extender has arrived at the March Field Air Museum. He asked everyone to stop by and see that big bird.

#### **14. Staff Oral Reports/Announcements**

Dr. Martin introduced JPA's newest employee, Roxanne Corona.

**15. Calendaring of Future Agenda Items**

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

None.

**16. Closed Session**

**CONFERENCE WITH LABOR NEGOTIATORS (GOVERNMENT CODE 54957.6)**

Agency Designated Representatives: Executive Director, General Counsel, or other designee.  
Unrepresented Employees: Receptionist/Office Assistant; Business Development Specialist; Grounds/Maintenance Worker III; Airport Operations Coordinator; Executive Assistant/Clerk; Property manager; Senior Planner; Principal Planner; Planning Director; Accounting Manager/Controller; Permit Technician; Deputy Director.

Closed Session started at: 3:30 p.m.

Closed Session ended at: 3:46 p.m.

There were no reportable actions.

**17. Adjournment**

The meeting was adjourned at 3:46 p.m.

March Joint Powers Authority  
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Phone: (951) 656-7000 FAX: (951) 653-5558

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

***MJPA Operations - Consent Calendar***  
***Agenda Item No. 8 (1)***

**Meeting Date:** September 27, 2023

**Report:** **UPDATE ON JPC ACTIONS, LEGISLATION, PROPERTY TRANSFERS AND STAFF ACTIVITIES**

**Motion:** Move to receive and file the report or take other actions as deemed appropriate by the Commission.

**Background:**

This report is an update of staff activities since the last March Joint Powers Commission (Commission) meeting. The report is not all-inclusive of staff work. It provides a summary of some activities relating to previous actions or direction by the Commission. **New information is noted in bold.**

**Utilities**

**Natural Gas:** The natural gas distribution system was transferred to the March JPUA in December 2004. The March JPUA staff conducts the meter reading and billing functions. The Capacity Survey completed by the Gas Company identified that adequate capacity exists to serve the Army Reserve and CalFire’s planned construction. However, the distribution system will be nearing its maximum capacity during the cold weather season. The Medical Campus development will address the backbone infrastructure upgrades needed for the MJPA Northeast Corner, and would also support our Green Acres housing, for the MJPA. Federal funding for gas line improvements will continue to be requested as part of the MJPA’s legislative agenda. At the Commission’s request, staff researched an alternative to natural gas in Green Acres by analyzing the feasibility of converting the housing units to electric and installing solar to power the homes. That cost was prohibitive to the JPA to pursue and with the historic nature of the homes solar panels were not an option. Staff will continue to seek funding through grant opportunities. March JPA staff met with Sempra Utilities (SoCal Gas) in October to discuss potential plans for sunseting and dissolving the Utilities Authority and ceasing gas services to existing Northeast corner customers; however, as part of dissolving the March JPUA we need a reliable company that can provide natural gas services to our customers. SoCal Gas staff expressed an interest in this transition but requested that MJPA issue a letter memorializing its plans to dissolve its Utilities Authority in the future. On November 24, 2021, the MJPUA approved a Letter of Intent (LOI) to dissolve the MJPUA and cease natural gas services within the JPA Planning Area. The LOI was then sent to the SoCal Gas Company. On December 14, 2021, SoCal Gas and MJPA staff discussed next steps to transitioning MJPUA customers to SoCal Gas by December of 2022. A formal resolution with a transition plan will be presented to the MJPUA Commission in the future for consideration.

### Northeast Corner

March Healthcare Development (MHD): The March Joint Powers Planning Commission recommended approval of the Specific Plan and EIR at their November 4, 2009 Public Hearing. The March Joint Powers Commission (JPC) approved the Specific Plan and certified the EIR at the Public Hearing held November 18, 2009. The Disposition and Development Agreement (DDA) and associated resolutions were approved by the JPC on April 7, 2010. The first building was demolished on July 27, 2010. Approximately 22 structures have been demolished by MHD to date. The concrete and asphalt from the demolition have been consolidated into one stockpile to be recycled. Six additional buildings have been demolished by the JPA using EDA grant funds. Due to the Moreno Valley litigation, and in accordance with the DDA, the Developer notified the JPA that all timelines for MHD's performance under the DDA are suspended effective May 28, 2013, and will not re-commence until the lawsuit is fully and finally dismissed or resolved in a manner which does not interfere with MHD's or the JPA's ability to perform under the DDA. The Notice of Settlement and Abandonment of Appeal were officially filed with the court August 8, 2014. New performance timelines were established based on the 437 day force majeure. The first parcel sale closed on April 6, 2015. The remaining EDA grant funds were used to demolish several additional buildings on the northeast corner. This demolition project is now complete. 2/16/16: March JPA received a plot plan application for the Signature Health project on about 7.5 acres at the northwest corner of N Street and 6<sup>th</sup> Street. 3/24/16: March JPA Staff was informed that water backbone infrastructure plans are near completion and final approval by WMWD. 10/12/16: WMWD issued a Notice to Proceed to MHD to construct the south loop water infrastructure improvements. The waterline project has been completed and energized. 04/12/17: March JPC approved the Second Amendment to the Disposition and Development Agreement. The Amendment was also approved by the Oversight Board on 04/27/17 and was forwarded to the California Department of Finance (DOF) for consideration on May 2, 2017. On May 5, 2017, DOF notified March JPA that it will be reviewing the Oversight Board action. By statute, DOF has 40 days to review the action. On June 14, 2017, DOF disallowed the Oversight Board's approval of the Second Amendment to the DDA. On July 26, 2017, the Commission approved a Force Majeure extending certain performance criteria in the Disposition and Development Agreement. On September 26, 2018, the Commission approved the 2<sup>nd</sup> Amendment to the Disposition and Development Agreement. On September 28, 2021, the JPA rejected a Force Majeure filed by March1 on September 20<sup>th</sup>, claiming impacts to the construction schedule due to delays by WMWD. However, on October 12, 2021, WMWD issued a stop work notice for the pressure reducing valve (PRV) that is associated with Phase D-1 of the Lifecare project which could impact the timing of the project. WMWD indicated that the reason for the stop work notice is because they recently received a federal grant from the Department of Defense to increase water capacity for the Base, and because the PRV is connected to that water capacity increase the DOD is requiring WMWD to complete a NEPA study to receive grant funds. Construction of the PRV cannot commence until the NEPA study is completed according to the DOD. MJPA staff is working with WMWD staff to address impacts to MJPA and the Lifecare project. On October 29, 2021 March1 submitted another Force Majeure reiterating impacts to construction due to delays by WMWD. MJPA rejected the second Force Majeure with further direction on next steps for discussions. Since October of 2021, MJPA staff and March1, LLC negotiated terms for a Third Amendment to the March LifeCare Campus Disposition and Development Agreement On January 26<sup>th</sup>, the Commission approved a Third Amendment to the March LifeCare project DDA. The Amendment established an extension of eight months on Phase 1 infrastructure improvements, giving the master developer until September of 2022 to complete agreed upon improvements. In late December 2021, March1 provided March JPA Staff with a project description, conceptual site plan and

building elevations for a proposed Continuing Care Retirement Community (“CCRC”) to provide a continuum of care services for elderly seniors. On January 13, 2022, March JPA Staff held a Pre-Application Meeting for the proposed CCRC. March 1 presented the proposed project to March JPA Staff/departments, outside agencies/utility companies and representatives from our member jurisdictions. The meeting was held so that March 1 could obtain feedback/information prior to a formal application submittal which would require the vetting of an actual user prior to any entitlements. A formal submittal of plans has not yet been completed. The following matrix represents the status of required DDA-Third Amendment improvements, as of December 26, 2022. On April 12, the commission approved a Fourth Amendment to the DDA. This amendment allowed for the extension of time for completion of the PRV facility from April 11<sup>th</sup> to July 30<sup>th</sup>, 2023.

	TASK	DUE DATE – per 3 <sup>rd</sup> Amendment of DDA	STATUS
1	PRV Facility	6 months from Notice to Proceed date	WMWD has completed the required NEPA study for a DOD grant received for the project. A Notice to Proceed was issued on October 11, 2022 with a completion deadline of April 11, 2023. Construction has not yet started. On December 26, 2022, March 1 submitted a letter to MIPA requesting a 4th amendment to their DDA modifying language to allow for additional time to complete the PRV facility. The request will be reviewed against the terms of the Agreement. The April 11, 2023, deadline remains. A fourth amendment was approved by Commission at the April 12 <sup>th</sup> JPC meeting to allow an extension of time on the PRV and a new milestone based on deliverables. <b>NOC not obtained by required deadline.</b>
2	Landscape Improvements – Riverside Drive	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
3	Backbone water infrastructure (per Amended Exhibit D-1) – (I) Riverside Drive and Meyer Drive 24” pipeline; (ii) 12” pipeline along Riverside Drive; (iii) 12” pipeline along N Street; (iv) 12” pipeline along 6 <sup>th</sup> Street, and subject to Authority Engineer approval.	No later than July 30, 2022	This task has been completed and requirement is satisfied.
4	Slurry seal and restripe existing pavement on roadway sections reflected on Amended Exhibit D-1, and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
5	Structural grind and overlay with restripe on those roadway sections on Amended Exhibit D-1 – min. 0.15 ft . grind and AC	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.

	overlay, and subject to Authority Engineer approval.		
6	Correction of road cross-slopes to match County standards and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
7	Repair of long sewer trench failure along Riverside Drive and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
8	Repair of Drainage inlets identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.
9	Remove and replace broken, buckled and distressed concrete sidewalk, curb, and gutter as identified on Exhibit D-1.1 and subject to Authority Engineer approval.	No later than Sept 30, 2022	This task has been completed and requirement is satisfied.

Naval Operational Support Center “NOSC” Parcel: On June 10, 2017, the Navy broke ground at its new site within the cantonment fence. The new Navy Operational Support Center was completed August 2019. Due to COVID-19, the transfer was delayed until Spring 2021. At the June 9, 2021 Commission meeting, the JPC accepted the grant from the Navy for the Navy Operational Support Center in the Northeast Corner. The Navy parcel transfer completed the land swap authorized by Congress in 2005. In March of 2022, Brigadier General Peter Cross of the CA Army National Guard, contacted Dr. Martin regarding their interest in installing a Youth Challenge Academy at March. Their closest academy (“Sunburst”) is housed at the Los Alamitos Joint Forces Training Base in LA County with a high attendance rate from Riverside County youth. As the NOSC building exists outside of the limits of the March LifeCare Campus Specific Plan, the CAARNG expressed interest in using the site for their program. The project could yield a \$30 million investment in the region. On October 19, 2022, staff received an email from CAARNG indicating an interest in purchasing the site. MJPA staff is in the process of coordinating an Exclusive Negotiating Agreement with the National Guard. The agreement was approved at the January 11, 2023 JPC. Since that time CAARNG requested updates as such, a revised ENA is scheduled for Commission consideration at their April 12<sup>th</sup> meeting. On April 12<sup>th</sup>, the Commission voted to adopt the amended ENA and the agreement was fully executed on April 27<sup>th</sup>, 2023 between the parties. Senator Roth submitted SB228 to state legislators for consideration and support, which seeks approval of \$500,000 to CMD for the assessment of the NOSC building for the Youth Challenge program.

Green Acres: The approximate 52.72-acre historic area (“Property”) is comprised of one-hundred and eleven historic homes that are currently owned and managed by the Authority. The Property is located on the southwest corner of Riverside Drive and Meyer Drive just outside of the March Air Reserve Base (Base) cantonment area. The Property was quitclaimed to the Authority in 2006, as part of the Base Realignment and Closure process of 1995, and recorded in the County of Riverside’s Official Records as Document No. 2006-0783416 (Quitclaim

Deed). In April of 2022, the JPA advertised the availability of the Property for sale through an invitation to submit Letters of Interest to either purchase the property outright, or to redevelop the property through a development agreement. Invitations were sent to non-profit, government and private entities. Proposals were due no later than August 31, 2022. While staff received several inquiries on the property, only one formal proposal was received before the deadline. On March 6th through March 8th, 2023, the Chair and Executive Director attended the Association of Defense Communities wherein extensive discussions occurred with Office of Local Defense Community Cooperation (OLDCC) representatives regarding partnership opportunities with the Base. As housing continues to be a significant issue of concern for the military, the Chair is interested in utilizing Green Acres to support March Base housing needs. As such, the executive director was asked to place an item on the 3/22/23 agenda for Commission to reconsider its previous decision to dispose of the Green Acres development. On 3/22/23, the Commission voted to retain Green Acres and work with March Air Reserve Base on their housing needs.

**Attachment:**           None

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** September 27, 2023

**Report:** **UPDATE ON PLANNING ACTIVITIES**

**Motion:** Move to receive and file the report or take other action as deemed appropriate by the Commission.

**Background:**

This report is a status update of major planning projects. The report is not all-inclusive of staff work. It provides a summary of some activities relating to major planning projects or direction by the March Joint Powers Commission. In all cases, the following projects are required to return to the March Joint Powers Commission for final action. **New information is noted in bold.**

March JPA General Plan Update: Project on hold. Last update provided 09/28/22.

Community Sports Complex

**Objective:** Plan, design and finance 48–60-acre Sports Complex through the Sports Complex Committee

**Status:** A parks sub-committee meeting was held on 2/1/06. A follow-up meeting ran by Paul Frandsen was held on April 7, 2006. MJPA briefed the Executive Committee on May 3, who directed Michael Morris to identify the site for the 60-acre park site. MJPA staff rejected the first conceptual park site submitted LNR due to concerns with steep topography and riparian environment. On October 18, 2006, the Parks Subcommittee discussed three new potential park sites proposed by LNR Riverside, LLC. The Parks Directors did a reconnaissance study on November 20, 2006 to recommend the best park site. An RFP for a Needs Assessment and Feasibility Study is being developed for the park. The draft resolution was sent to the Parks Directors on April 13, 2007. The park site location was confirmed at the Parks Subcommittee meeting on May 9, 2007. A meeting was held with the Parks Directors on June 14, 2007 to refine the objectives of the RFP. The preparation of an aviation safety study was authorized for the park site by the March Joint Powers Commission on February 20, 2008. A Parks Subcommittee meeting was held on January 28, 2009, at which time the Subcommittee accepted the recommendation of ESA to continue to analyze a new location for a park site. The committee directed LNR to identify a new potential Park site to be reviewed at the next Parks subcommittee meeting. The Parks Subcommittee met on March 11, 2009. At that time, the subcommittee toured three proposed park sites. It was generally agreed that all three park sites were valid alternatives for the Park. It was determined that the MJPA would create a decision matrix by Monday, March 16 and the Committee members would score the sites to determine the best site. The decision matrix was circulated on March 18, 2009. On May 11, 2009 a subcommittee of the Parks Committee recommended selection of a park site near Grove Community Church. On



March 2, 2016, the March Joint Powers Commission authorized the selection of Willdan Financial Services to prepare the Parks Development Impact Fee (DIF) study that will partially fund the planned Sports Complex. On May 31, 2016, MJPA staff met with City of Riverside Parks Director, Adolfo Cruz and other senior Parks and Recreation staff to obtain input on the MJPA parks DIF study. On August 17, 2016, March JPA staff met with Scott Bangle – Riverside County Parks General Manager and Spencer Campbell – City of Perris Parks Recreation Supervisor II to discuss the future March JPA Parks Impact Fee. The framework for a Parks/Recreation Development Impact Fee was provided by Willdan Financial Services on February 13, 2017. A revised draft fee analysis was provided by Willdan on March 14, 2017 and reviewed with the member jurisdictions Parks Directors on April 4, 2017. A conference call is scheduled with Willdan Consultants regarding the final draft Parks DIF study on 9/15/17. Upon gaining concurrence with the member jurisdiction’s Parks Directors, this item appeared before the Parks Ad Hoc Sub-Committee, and to the Technical Advisory Committee, prior to presenting to the full March Joint Powers Authority Commission. On 10/19/17, the City of Riverside and the County Parks representatives consented to the methodology used in the Parks Development Impact Fee Study. A Parks Subcommittee (Victoria Baca, Kevin Jefferies and Andy Melendrez and the member jurisdictions Parks Directors) was held on December 20, 2017 to review the draft March JPA Parks Nexus Study. At the direction of the Ad Hoc Committee, March JPA reviewed the parks nexus study with March ARB staff and the Riverside County Airport Land Use Commission and returned this item to the Ad Hoc Parks Subcommittee within 90 days. On February 22, 2018 March JPA met with the Riverside County Airport Land Use Commission staff and March ARB staff to discuss various park development alternatives, and to discuss the intensity of those uses in terms of people per acre. The Riverside County Airport Land Use Commission staff and March Air Reserve Base staff requested additional information regarding the density/intensity of the proposed sports complex. On September 22, 2021, the Meridian Park LLC development group held a community meeting within the City of Riverside at the Orange Terrace Community Center, to share draft development plans for the MJPA’s weapons storage area (aka Upper Plateau) with the public and obtain community feedback on a proposed 60-acre recreation/open space area within their overall Upper Plateau Specific Plan. The development group, in coordination with MJPA staff, held meetings with Riverside County and city parks and recreation staff regarding the proposed park location and design prior to scheduling a second community meeting to obtain public feedback on park features. On February 14, 2022, March JPA and developer hosted an all hands meeting with parks directors from member agencies to discuss the proposed 60-acre recreation/open space area within the proposed Upper Plateau Specific Plan. Attendees also included Riverside Councilmember Chuck Conder, Riverside City Manager Al Zelinka, and Riverside Police Chief Larry Gonzalez. A discussion ensued regarding the development of a City of Riverside Police Station at the Park site. As a result of the meeting, the developer, City of Riverside and JPA Staff are reviewing the parameters of the pertinent Settlement Agreements and Development Agreements to determine flexibility in the development of the park and potential police station. The JPC Parks Subcommittee met to discuss the status of the community park on May 9, 2022. At that time, an overview of the Center for Biological Diversity et al. v. Bartel et al. settlement agreement was provided identifying that this settlement released 424-acres for development with an additional 60-acres allowed for the planned community park. Discussion also occurred regarding the early proposal for rough grading and installation of utilities on the 60-acre park site and future disposition of the park site. The Parks Committee requested that this item be returned for future discussion prior to any action by the full Commission.

#### CEQA Review of the Master Drainage Plan

**Objective:** Prepare Environmental Documents for the March JPA Master Drainage Plan

**Status:** February 25, 2010 – MJPA met with Riverside County Flood Control and LNR to review LNR’s proposal for modifications to the overall drainage plans recently completed by RBF. 4/7/10 – Riverside County Flood Control reviewed a Unit 4 drainage study for Meridian Business Park to identify if there is a need to update the Master Drainage Plan that was previously completed by RBF. 7/6/2010 – The MJPA received a progress report from JM Waller Associates, NEPA consultants to the VA, identifying that the location of the previously proposed basin location for the master drainage plan is not recommended. Outstanding issues as it relates to the proposed basin site include: a) potential encroachment into an old Camp Haan landfill site; b) the landfill area has not yet been closed by the AFRPA and the USACE which would introduce complications to environmental review efforts associated with the Project. 7/13/2010 – A conference call between the MJPA, LNR and LNR representatives confirmed that the proposed basin site is not recommended and that alternative locations would be necessary. LNR then pursued an alternative to redesign existing detention facilities. 12/2/10 – A meeting was held with MJPA staff, LNR, and K&A Engineering to review an amended scope of work to pursue alternative designs. K&A Engineering was authorized to begin work on the revised scope of work. MJPA staff, LNR, and K&A Engineering met with RCFC on 3/10/11 to discuss alternative designs. K&A Engineering finalized cost estimates on their alternative designs. 6/22/11 – Meeting with K&A, LNR, RCFC, and staff to discuss alternatives and CEQA process. March JPA staff met with LNR and K&A Engineering on 7/7/11 to discuss three alternatives. MJPA staff identified a preferred alternative and K&A will make minor plan revisions and submit to RCFCWCD and MJPA for preliminary concept acceptance. March JPA staff and LNR will meet with RCTC in late September to discuss the preferred alternative and obtain approval for necessary right-of-way before commencing environmental review. Staff met with RCTC and LNR to discuss needed easements for the storm drain alignment. RCTC was agreeable to the proposal and further discussion will ensue as the design progresses. LNR submitted their Enhanced Use Lease request to the VA for their review and consideration prior to the expiration of the federal EUL program in January 2012. K&A Engineering will finalize the revised alternative and will resubmit the report in the next few weeks. LNR is reviewing the final report and will be forwarding to JPA staff in January 2012. MJPA staff is meeting with LNR and K&A on 2/15/12 to discuss the revised alternatives report. The MJPA, LNR, K&A Engineering, and RCFCWCD are meeting at the end of March to discuss the revised alternatives. Meetings with RCFCWCD were positive, and K&A is finalizing a submittal package for RCFCWCD to review the detailed plans, with submittal expected during the week of April 9<sup>th</sup>, 2012. MJPA Commissioners and staff met with the VA in DC the week of April 23, at which the VA indicated their willingness to grant an easement for sewer and storm drain. The consultants are drafting easement documents and exhibits to send to the VA for review. Preliminary alignment exhibits and easement documents are being packaged to be sent to the VA for review the week of 6/18/12. Staff is waiting for review and approval of conceptual alignments by Metropolitan Water District (MWD) to utilize a portion of their easement along the I-215. 7/9/13 – Findings from K&A’s design work triggered the need to modify the existing MOU between MJPA and LNR by adding necessary tasks to the original Scope of Work. This work includes modifying design work to address Riverside County Flood Control comments, and to move forward with more detailed engineering designs (30%) for the Van Buren Culvert Outfall Storm Drain. A meeting was held on October 14, 2014 to discuss the status of the master drainage plan with the March ARB Deputy Civil Engineer. No concerns for the proposed master drainage plan were expressed at that meeting. On March 25, 2015 Don Berg of K&A Engineering met with JPA officials to discuss completion of the Regional Drainage Plan for West March. The change orders (CO#4 and CO#5) to address the modified Meridian/March Business Center outfall channel were approved by the Commission on the August 5, 2015. March JPA staff and K&A Project Engineer Don Bergh met with March ARB staff on October 6, 2016 to discuss the preliminary alternatives

for the master drainage facilities planned for the vicinity of I-215 south of Van Buren. On April 12, 2017 March JPA staff and Don Bergh (JPA consultant/K&A Engineering) met with Pete Young and Greta Hamilton (Riverside National Cemetery) regarding drainage and storm detention improvements that could reduce flooding within Riverside National Cemetery. On October 17, 2017, March JPA staff met with Sean Feeley, Doug Waters, Mark Moritz, Rock Rockholt and Don Bergh to discuss drainage options near March ARB for stormwater flows generated in west March. March ARB will take approximately 4 weeks in reviewing the information provided at the meeting. The next step is preparation of the draft drainage alternatives after receiving more input from March ARB. March ARB provided K&A its preferred drainage alternative. Don Bergh provided an update to the Technical Advisory Committee on January 14, 2019. On January 30, 2019 a subsequent meeting was held with RCFCWCD, staff and MARB Civil Engineering to discuss Phases 3, 4 and 5 of the West March Master Drainage Plan. In late March 2019, RCFCWCD staff is scheduled to discuss findings and provide recommendations to MJPA and MARB Civil Engineering Staff. From April through July 2019, RCFCWCD, MJPA, MARB continued working together to review project documentation and technical analysis. On July 22, 2019, RCFCWCD presented to the March JPA TAC, findings and recommendations for the Master Drainage Plan, Alignments 3-5 and drainage recommendations for the VIP 215 Project. MARB Staff will continue to work with March JPA staff on issues that may affect the Base. March JPA TAC will continue to monitor the project's status at its meetings. RCFCWCD is leading efforts to finalize plans and develop Cooperative Agreements between the District, March JPA, Meridian Park LLC, Hillwood and MARB for the implementation of the West March Master Drainage Plan Lateral B improvements. The Lateral B line is designed to convey offsite flows from the Meridian Business Center East and South Channel Basins, the golf course properties, the Riverside National Cemetery, Westmont Village community and Hillwood Parcel D-2 development, to Riverside County's Perris Valley Channel Line B located south of the base within the City of Perris. A draft MOU is currently being circulated between all the parties for review. March ARB has been asked to consider easement needs for the project on Base property. A draft MOU for Lateral B- Stage 4 was approved by the Commission on 12/22/21. The MJPA, March Inland Port Airport Authority (MIPAA), Riverside County Flood Control and Water Conservation District (RCFCWCD) and Riverside Inland Development, LLC (Parcel D-2 Developer) entered into a Cooperative Reimbursement Agreement (Agreement), to expedite the completion of the Perris Valley Flood Control & Drainage Project, Lateral B Project, Stage 4 which will provide necessary flood control and drainage to the area to accommodate the development changes on MJPA controlled property and to ensure the future United States Air Force (USAF) mission at the March Air Reserve Base. The Agreement outlined the roles of the parties in designing, inspecting, operating and maintaining the Perris Valley Channel Lateral B Project, including funding the \$12 million project. An MOU for the construction of Lateral B, Stages 1 and 2, was approved between the MJPA and Meridian Park LLC, on September 28, 2022. This MOU completes the funding plan for Segments 1 and 2. Project is anticipated to be completed within a 24-month timeline.

Heacock Flood Control Channel: Project complete. Project history last posted 09/28/22. A 1.09-acre easement behind the Commissary is on the Commission agenda for approval of transfer to RCFCWCD for maintenance purposes.

Cactus Flood Control Project:

Objective: Flood Control Improvement to Cactus Channel

Status: Project history last posted 9/28/22.

RCFCWCD has completed 90 percent design work on construction plans for the project and is finalizing the Cooperative Agreement between March Air Reserve Base, March JPA, USDA and private developers for the funding and construction of the project. Because there is a shortage on funding for the project, staff continues to research grant opportunities that can be pursued in partnership with RCFCWCD. On May 17, 2022, USDA staff confirmed their agency's ownership of the Cactus channel segment along their property. A formal request from the RCFCWCD was submitted to begin the easement transfer of channel property within USDA's jurisdiction, to the District for future installation of Cactus Channel improvements. On June 14<sup>th</sup> and 15<sup>th</sup>, 2022, March JPA commissioners and staff met with the USDA and Air Force Reserve Command during a legislative trip to Washington DC and discussed the Cactus channel and need for permanent right-of-way and support for funding on their individual segments of the channel project. Overall, the USDA and Air Force Reserve are supportive of issuing easements for construction and maintenance on the channel. Feedback on funding from both agencies is forthcoming. In March of 2023, RCFCWCD, MJPA, MARB and City of Moreno Valley met to discuss the Cooperative Agreement for the project. Agencies will start reviewing terms again and meet regularly to finalize an agreement for execution. **On September 18, 2023, RCFCWCD, MJPA, MARB, USDA, March LifeCare Development, City of Moreno Valley and Meridian Park Development continued their discussion on the Cactus Channel Project. Items discussed included, finalizing the improvement plans, obtaining the necessary easements, permitting and cost sharing. The project cost is estimated to be \$26.7 +/- million dollars. RCFCWCD and the City of Moreno Valley will contribute approximately 33% of the cost. The remaining 67%, will be shared between USDA (20%) , USAF (12%), Meridian Park Development (31%), and March LifeCare (37%). The Agencies will meet again next quarter to continue discussions.**

West Campus Upper Plateau:

Objective: Private Development, generating revenue and jobs

A proposed project to develop an approximate 360-acre Specific Plan (SP-9) and record a Conservation Easement on 445-acres of Open Space. The development area (Specific Plan) is generally located east of Barton Street, approximately 1,600' south of Alessandro Boulevard, and 1,500' north of Grove Community Drive in the general area occupied by the former March Air Force Base Weapon Storage Area. The four Business Park parcels to the north would be a total of 34.50 acres, the Business Park parcel to the east would be 9.38 acres, and the two Business Park Parcels to the south would total 22.47 acres. Similar to all other Specific Plans in the March JPA planning area, the three Mixed-Use parcels would include a variety of land uses but would not include the development of residential units. The three Mixed-Use parcels would be 10.77 acres, 26.60 acres, and 5.45 acres and would be located along the west side, just east of the Barton Street extension, and along the southeast corner of the Development Area. The two Public Facility parcels would consist of a 2.12-acre Western Municipal Water District sewer lift station to be developed along the east side of the Development Area just south of Cactus Avenue, and a 1.41-acre utility facility located southeast of the Western Municipal Water District facility. The three open space areas would consist of a larger open space area and two smaller open space areas. The larger open space area would be 50.00 acres and would consist of trails for recreational users. The larger open space area would be located directly east of the Barton Street extension and just south of the park area. Two small parking areas would be located on the eastern edge of the larger open space area to provide access for park users. The first smaller open space area would be approximately 11.98 acres and would be located directly north of the four Business Park Parcels. The second smaller open space area would be 2.48 acres and would be located south of Bunker Hill Drive, between one of the Mixed-Use Parcels and the two Business Park Parcels, as well as along the southern perimeter of the proposed Development Area from Barton

Street to Cactus Avenue. The open space parcels would provide further buffer to the Conservation Area. The proposed Development would retain 2 of the existing 16 military bunkers, which were previously used for munitions storage by March AFB prior to March AFB's realignment in 1993. An active recreational park area would be approximately 10.00 acres and would be located west of Barton Street and directly north of the larger open space area. The developer has offered to grade and construct the initial 10-acres of park area and maintain the park area through a CFD. The remaining 50-acres of park space, under the developer's proposal, could remain as passive recreational space until the City or County was interested in developing active recreational space. A project Notice of Preparation was circulated to 93 public agencies and interested parties on November 20, 2021. An environmental scoping meeting was advertised in the Press Enterprise on November 26 and held on December 8, 2021. At present an Environmental Impact Report is being prepared for the project. On February 14, 2022, March JPA and Meridian Park, LLC hosted an all hands meeting with county and city parks directors, Riverside city and county officials. A discussion of the parks meeting is outlined under the previously listed Community Sports Complex section. A Zoom call Community Meeting was held on March 24, 2022 at 6:00 PM to 7:30 PM. Various West Campus Upper Plateau application materials are available on the March JPA website, including the video of the Community Zoom meeting at: [https://marchjpa.com/documents/docs\\_forms/03022022\\_GMT20220225-015209\\_Recording\\_1920x1080.mp4](https://marchjpa.com/documents/docs_forms/03022022_GMT20220225-015209_Recording_1920x1080.mp4). The JPC Airport Land Use Study Subcommittee met to discuss the status of the Riverside County Airport Land Use Commission (RCALUC) review of the West Campus Upper Plateau on May 11, 2022. At that time, the RCALUC recommendation was for a finding of conditionally consistency with the March ARB/IP airport compatibility plan. Discussion occurred regarding the prohibition of public assembly uses, as well as a discussion regarding the proposed building heights and building setbacks. The Subcommittee requested that a subsequent discussion occur with the committee when the applicant's renderings and photo simulations are submitted as part of the environmental review process. On May 12, 2022, the Riverside County Airport Land Use Commission determined the West March Upper Plateau Project was conditionally consistent with the March Air Reserve Base/Inland Port Airport Compatibility Plan. The finding of consistency included conditions prohibiting public assembly uses including churches and requires the submittal of a BASH study by a Wildlife Hazard Biologist as a future component of the EIR process. On August 18<sup>th</sup>, a public workshop was held at the March Field Air Museum where developers discussed the proposed development with members of the public and solicited input prior to the release of a draft EIR. The West Campus Upper Plateau Draft EIR was circulated for public review on Monday, January 9, 2023, and the 60-day review ended on Friday, March 10, 2023. **Responses to DEIR comments are under review.**

#### **U.S. Vets – Specific Plan Amendment, Plot Plan Amendment:**

Objective: Private Development, to provide housing and services to area Veterans

United States Veterans Initiative (US Vets, Applicant) proposes new building uses to the March Veterans Village Campus, located at the southwest corner of N Street and 6<sup>th</sup> Street, within the US Vets Transitional Housing Specific Plan Area (SP-6), within the jurisdiction of the March Joint Powers Authority, Riverside County, California. Specifically, the Applicant seeks to amend the US Vets Transitional Housing Specific Plan, (SP-6) and Plot Plan (PP 10-02) to allow for a two-story, 24-unit transitional housing building and 44-permanent supportive housing units, for a total of 68-units, to be developed on the remaining 3.05 -acres of the Campus, where the remainder of Phase 2 and Phase 3 development would take place. Buildings 4 - 8, would be eliminated. Each studio unit within the transitional housing building will be approximately 375 square feet, while the permanent supportive housing units will be approximately 500 square feet in size. The proposed Project would reduce the total number of units from 323 to 222 and the

total number of beds from 401 to 283. Staff received a formal application and documentation on February 23, 2023. Staff has reviewed the application/documentation for completeness and has distributed the project documentation to MIPA Departments and reviewing agencies on March 2, 2023 and most comments were received on March 23, 2023. Tribal consultation is required under SB 18 (Specific Plan Amendment) and 14 Tribes were contacted for consultation. Staff will introduce the proposed Project to TAC in early April 2023. It should be noted that US Vets provided an update on the March Vets Village Campus and presented a concept of the proposed project to the JPC on April 13, 2022. The proposed project was presented to TAC on April 3, 2023. US Vets is now working on responses to the first round of staff and review agency comments. The proposed project is also being reviewed by Riverside County ALUC staff. It is anticipated that ALUC Commission will consider the proposed project in July 2023. On July 10, 2023, Staff discussed the proposed project and the availability of requested information with the Tribal Historic Preservation Official (THPO) from Agua Caliente. The THPO was satisfied with the discussion and decided to end consultation. A formal letter was received on July 13, 2023. The proposed project was considered by the ALUC Commission on July 13, 2023, and found to be “Consistent” with the March Reserve Base / Inland Port Airport Land Use Compatibility Plan. Commission. **Staff and applicant are working on responses to additional comments and meeting to discuss the project.**

**Attachment:**           None

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** September 27, 2023

**Report:** **RECEIVE AND FILE FINANACIAL STATUS REPORTS**

**Motion:** Move to receive and file the Financial Status Reports or take other actions as deemed appropriate by the Commission.

**Background:**

The monthly Financial Status Report is a summary of operational income and expenses for the month of July and for the fiscal year to date. It provides a summary of the March Joint Powers Authority's (March JPA's) ongoing activities related to the March JPA's approved FY 2023/24 budget.

Included in the financials are the quarterly Investment Policy Compliance Statement reports which include the report provided by Citizens Trust for the quarter ending June 30, 2023.

**Attachments:**

- 1) Financial Status Reports for July 2023.
- 2) Fourth Quarter 2023 Investment Policy Compliance Statement Reports.

# March Joint Powers Authority

## Balance Sheet General Fund As of July 31, 2023

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### ASSETS

Cash In Bank	\$ 7,743,172.23
Petty Cash	300.00
Investment Account	4,694,755.26
Meridian Drainage Fee Acct	2,377,911.79
CalPERS Benefit Trust	11,530,837.94
County Fire Facilities Fund	1,761,609.93
Accounts Receivable	477,150.70
Accounts Receivable - Leases	1,501,920.47
Loans Receivable	2,013,926.60
MIP Loan Receivable	2,687,896.35
RDA Loan Receivable	968,511.72
MJPUA Loan Receivable	450,000.00
Due From Other Funds	631,005.00
Interest Receivable	1,567,866.67
Insurance Deposits	1,283.00

Total Assets \$ 38,408,147.66

### LIABILITIES

Accounts Payable	5,400.38
Deposits in Trust	327,435.62
County Fire Facility	1,824,540.34
Meridian Drainage Fees	1,964,224.57
Lifecare Campus Drainage Fees	82,243.53
Meridian–St. F Sgnl Fair Share	637,826.15
MARB Heacock Project Funds	666.72
Deferred Inflows - Leases	1,594,868.78

Total Liabilities 6,437,206.09

### FUND BALANCE

Fund Balance, Beginning of Fiscal Year	32,133,491.15
Change in Fund Balance for the month ending July 31, 2023	<u>(162,549.58)</u>

Ending Fund Balance, July 31, 2023 31,970,941.57

Total Liabilities and Fund Balance \$ 38,408,147.66



# General Ledger Expenses vs Budget



March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
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User: lim@marchjpa.com  
Printed: 9/12/2023 2:00:17 PM  
Period 01 - 01  
Fiscal Year 2024

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100	General Fund	847,890.00				
100-10-50100-05	Salaries and Wages	57,029.86		57,029.86	790,860.14	93.27
100-10-50100-10	Benefits	8,105.82		8,105.82	109,820.18	93.13
100-10-50100-15	PERS Contributions	0.00		0.00	103,131.00	100.00
100-10-50100-20	Medicare Tax	887.46		887.46	12,967.54	93.59
100-10-50100-25	Unemployment	0.00		0.00	2,000.00	100.00
100-10-50100-30	Workers Compensation Ins.	865.91		865.91	11,904.09	93.22
100-10-50100-32	Temporary Office Help	0.00		0.00	10,000.00	100.00
100-10-50100-35	Employee Recruitment	0.00		0.00	1,000.00	100.00
100-10-50100-99	Unfunded Accrued Liab(UAL)	0.00		0.00	111,312.00	100.00
100-10-50150-02	Mileage Reimbursement	0.00		0.00	1,000.00	100.00
100-10-50150-04	Payroll Services	548.60		548.60	6,951.40	92.69
100-10-50150-06	Periodicals/Memberships	0.00		0.00	2,000.00	100.00
100-10-50150-08	Education/Training	0.00		0.00	10,000.00	100.00
100-10-50150-12	Travel	1,076.40		1,076.40	28,923.60	96.41
100-10-50150-14	JPC Members' Stipend	0.00		0.00	17,300.00	100.00
100-10-50150-15	Meeting Expenses	0.00		0.00	13,000.00	100.00
100-10-50150-16	Office Supplies	0.00		0.00	15,000.00	100.00
100-10-50150-18	Telephone & Internet Expense	496.48		496.48	6,253.52	92.64
100-10-50150-20	Mobile Phones	105.00		105.00	5,895.00	98.25
100-10-50150-24	Postage	0.00		0.00	3,750.00	100.00
100-10-50150-26	Liability Insurance - PERMA	101,721.31		101,721.31	58,278.69	36.42
100-10-50150-30	Printing - Outside	124.93		124.93	3,375.07	96.43
100-10-50150-32	Equipment Leases	0.00		0.00	12,000.00	100.00
100-10-50150-34	Equipment Maintenance	750.00		750.00	56,250.00	98.68
100-10-50150-35	Vehicle Fuel & Maintenance	37.69		37.69	4,062.31	99.08
100-10-50150-38	Production/Artwork	0.00		0.00	13,000.00	100.00
100-10-50150-39	Marketing/Branding	0.00		0.00	25,000.00	100.00
100-10-50150-40	Promotional Activities	1,000.00		1,000.00	49,000.00	98.00
100-10-50150-42	Bank Fees	0.00		0.00	27,000.00	100.00
100-10-50150-46	Office Custodial	0.00		0.00	6,000.00	100.00
100-10-50150-47	Office Rent	5,819.11		5,819.11	60,280.89	91.20
100-10-50150-48	Office Utilities	785.28		785.28	10,114.72	92.80
100-10-50150-50	Office Insurance	0.00		0.00	600.00	100.00
100-10-50200-02	General Legal Services	0.00		0.00	200,500.00	100.00
100-10-50200-04	Special Legal Services	0.00		0.00	33,000.00	100.00
100-10-50200-10	Legal Property Surveys	1,000.00		0.00	1,000.00	100.00

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
100-10-50200-14	Annual Audit	35,000.00	0.00	0.00	35,000.00	100.00
100-10-50200-20	D.C. and State Lobbyist	94,000.00	-22,634.58	-22,634.58	116,634.58	124.08
100-10-50200-22	Engineering Services	2,000.00	0.00	0.00	2,000.00	100.00
100-10-50200-25	General Consulting Services	350,000.00	0.00	0.00	350,000.00	100.00
100-10-50200-40	Foreign Trade Zone	7,100.00	0.00	0.00	7,100.00	100.00
100-10-50300-02	Equipment Office Furniture	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50300-04	Computer Hardware	10,000.00	0.00	0.00	10,000.00	100.00
100-10-50300-06	Computer Software	20,000.00	0.00	0.00	20,000.00	100.00
100-20-51150-00	Property Insurance - PERMA	48,000.00	0.00	0.00	48,000.00	100.00
100-20-51200-00	Building Maintenance	40,000.00	0.00	0.00	40,000.00	100.00
100-20-51250-00	Grounds Maintenance	70,000.00	400.00	400.00	69,600.00	99.43
100-20-51255-00	Street & Lighting Maintenance	35,000.00	0.00	0.00	35,000.00	100.00
100-20-51300-00	Equipment Maintenance	2,300.00	2,444.70	2,444.70	-144.70	-6.29
100-20-51335-00	Demolition Costs	500,000.00	0.00	0.00	500,000.00	100.00
100-20-51350-00	Utilities	25,750.00	0.00	0.00	25,750.00	100.00
100-20-51355-00	Fuel Costs	2,500.00	0.00	0.00	2,500.00	100.00
100-20-51360-00	Police Patrols	237,000.00	0.00	0.00	237,000.00	100.00
100-20-51365-00	Security	0.00	7,775.50	7,775.50	-7,775.50	0.00
100-20-51400-00	Bad Debt Expense	3,500.00	0.00	0.00	3,500.00	100.00
100-30-52200-00	Plan Check/Inspection Fees	1,325,000.00	33,663.00	33,663.00	1,291,337.00	97.46
100-30-52220-00	Education Training	2,500.00	0.00	0.00	2,500.00	100.00
100-30-52250-00	Environmental Fees	45,000.00	0.00	0.00	45,000.00	100.00
100-30-52300-00	Printing Costs	10,000.00	0.00	0.00	10,000.00	100.00
100-30-52325-00	Planning Software	25,500.00	0.00	0.00	25,500.00	100.00
100-30-52350-00	Public Notices/Filings	3,000.00	0.00	0.00	3,000.00	100.00
100-30-52400-00	Environmental Rev & Consult	2,500.00	0.00	0.00	2,500.00	100.00
Expense Total		<b>4,907,534.00</b>	<b>201,002.47</b>	<b>201,002.47</b>	<b>4,706,531.53</b>	<b>95.9042</b>
Grand Total		<b>4,907,534.00</b>	<b>201,002.47</b>	<b>201,002.47</b>	<b>4,706,531.53</b>	<b>0.959</b>

General Ledger  
Revenue vs Budget

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March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
100	General Fund						
100-00-40100-00	LEASE REVENUE	-140,461.00	-12,128.94	-12,128.94	-128,332.06		8.64
100-00-40300-00	PLANNING FEES	-1,035,000.00	0.00	0.00	-1,035,000.00		0.00
100-00-40400-00	BUILDING PERMIT FEES	-2,034,000.00	-23,723.95	-23,723.95	-2,010,276.05		1.17
100-00-40430-00	PUBLIC WORKS FEES	-500,000.00	-2,500.00	-2,500.00	-497,500.00		0.50
100-00-40600-00	INTEREST INCOME	-168,000.00	0.00	0.00	-168,000.00		0.00
100-00-40655-00	FOREIGN TRADE ZONE	-71,000.00	0.00	0.00	-71,000.00		0.00
100-00-40675-00	TRAINING & FILMING FEES	-1,100.00	0.00	0.00	-1,100.00		0.00
100-00-40715-00	FRANCHISE FEES & SALES TAX REV	-1,270,000.00	0.00	0.00	-1,270,000.00		0.00
100-00-40750-00	MISCELLANEOUS REVENUE	-1,000.00	-100.00	-100.00	-900.00		10.00
100-00-40800-00	SUCCESSOR AGENCY FEES	-250,000.00	0.00	0.00	-250,000.00		0.00
Revenue Total		<b>5,470,561.00</b>	<b>38,452.89</b>	<b>38,452.89</b>	<b>5,432,108.11</b>		<b>0.007</b>
Grand Total		<b>5,470,561.00</b>	<b>38,452.89</b>	<b>38,452.89</b>	<b>5,432,108.11</b>		<b>0.007</b>

# *March Joint Powers Authority*

## **Balance Sheet Meridian LLMD # 1 – Fund 120 As of July 31, 2023**

---

### **ASSETS**

Cash In Bank	\$ 3,358,098.35
Accounts Receivable	<u>83,820.23</u>
Total Assets	<u><u>\$ 3,441,918.58</u></u>

### **LIABILITIES**

Accounts Payable	46,106.43
Payroll Liabilities	2,432.94
Unearned revenue	20,342.73
LLMD #1 Modification Deposit	6,930.80
Damage Repair Deposits	<u>443.00</u>
Total Liabilities	<u>76,255.90</u>

### **FUND BALANCE**

Fund Balance, Beginning of Fiscal Year	3,381,245.18
Change in Fund Balance for the month ending July 31, 2023	<u>(15,582.50)</u>
Ending Fund Balance, July 31, 2023	<u>3,365,662.68</u>
Total Liabilities and Fund Balance	<u><u>\$ 3,441,918.58</u></u>

# General Ledger Expenses vs Budget

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March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
120	Meridian LLM D No. 1					
120-40-65005-00	Traffic Signals	30,000.00	0.00	0.00	30,000.00	100.00
120-40-65010-00	Signage	350.00	0.00	0.00	350.00	100.00
120-40-65015-00	Lighting	69,500.00	0.00	0.00	69,500.00	100.00
120-40-65020-00	Landscaping	838,500.00	400.00	400.00	838,100.00	99.95
120-40-65025-00	Drainage	125,000.00	0.00	0.00	125,000.00	100.00
120-40-65030-00	Street Sweeping	38,800.00	0.00	0.00	38,800.00	100.00
120-40-65035-00	Graffiti Removal	4,500.00	0.00	0.00	4,500.00	100.00
120-40-65118-05	Salaries and Wages	62,408.00	1,700.34	1,700.34	60,707.66	97.28
120-40-65118-10	Benefits	10,066.00	396.20	396.20	9,669.80	96.06
120-40-65118-15	PERS Contributions	6,161.00	228.00	228.00	5,933.00	96.30
120-40-65118-20	Medicare Tax	1,038.00	22.72	22.72	1,015.28	97.81
120-40-65118-30	Workers Compensation Ins.	4,447.00	0.00	0.00	4,447.00	100.00
120-40-65118-99	Unfunded Accrued Liab(UAL)	29,403.00	0.00	0.00	29,403.00	100.00
120-40-65120-00	Operations	6,460.00	568.48	568.48	5,891.52	91.20
120-40-65125-00	TransportationCommunication	8,500.00	555.95	555.95	7,944.05	93.46
120-40-65130-00	Liability Insurance - PERMA	14,400.00	11,710.81	11,710.81	2,689.19	18.67
120-40-65135-00	Assessment Engineer	9,000.00	0.00	0.00	9,000.00	100.00
120-40-65140-00	Professional Services	9,200.00	0.00	0.00	9,200.00	100.00
120-40-65145-00	Publication	200.00	0.00	0.00	200.00	100.00
120-40-65200-00	Contingency	14,500.00	0.00	0.00	14,500.00	100.00
120-40-65500-01	Meridian Pkwy-Sidewalk Repairs	150,000.00	0.00	0.00	150,000.00	100.00
120-40-65500-05	Tree Replacement	150,000.00	0.00	0.00	150,000.00	100.00
Expense Total		<b>1,582,433.00</b>	<b>15,582.50</b>	<b>15,582.50</b>	<b>1,566,850.50</b>	<b>99.0153</b>
Grand Total		<b>1,582,433.00</b>	<b>15,582.50</b>	<b>15,582.50</b>	<b>1,566,850.50</b>	<b>0.9902</b>

**General Ledger  
Revenue vs Budget**

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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% ExpendCollect</u>
120	Meridian LLMD No. 1					
120-00-40260-00	Assessments	-2,236,000.00	0.00	0.00	-2,236,000.00	0.00
	Revenue Total	<u>2,236,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,236,000.00</u>	<u>0</u>
	Grand Total	<u>2,236,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,236,000.00</u>	<u>0</u>

## *March Joint Powers Authority*

### **Balance Sheet March Lifecare Campus CFD 2013 – Fund 140 As of July 31, 2023**

---

#### **ASSETS**

Cash In Bank	\$	160,232.46
Accounts Receivable		<u>25,813.41</u>
Total Assets	\$	<u><u>186,045.87</u></u>

#### **LIABILITIES**

Payroll Liabilities		1,427.64
Unearned revenue		<u>7,305.24</u>
Total Liabilities		<u>8,732.88</u>

#### **FUND BALANCE**

Fund Balance, Beginning of Fiscal Year		181,962.49
Change in Fund Balance for the month ending July 31, 2023		<u>(4,649.50)</u>
Ending Fund Balance, July 31, 2023		<u>177,312.99</u>
Total Liabilities and Fund Balance	\$	<u><u>186,045.87</u></u>

General Ledger  
Expenses vs Budget

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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
140	March Lifecare Campus CFD 2013					
140-40-65005-00	Traffic Signals	4,200.00	0.00	0.00	4,200.00	100.00
140-40-65015-00	Lighting	2,500.00	0.00	0.00	2,500.00	100.00
140-40-65020-00	Landscaping	4,500.00	0.00	0.00	4,500.00	100.00
140-40-65025-00	Drainage	7,500.00	0.00	0.00	7,500.00	100.00
140-40-65030-00	Street Sweeping	6,000.00	0.00	0.00	6,000.00	100.00
140-40-65035-00	Graffiti Removal	750.00	0.00	0.00	750.00	100.00
140-40-65118-05	Salaries and Wages	14,635.00	1,019.64	1,019.64	13,615.36	93.03
140-40-65118-10	Benefits	2,684.00	220.44	220.44	2,463.56	91.79
140-40-65118-15	PERS Contributions	2,057.00	143.42	143.42	1,913.58	93.03
140-40-65118-20	Medicare Tax	249.00	13.00	13.00	236.00	94.78
140-40-65118-30	Workers Compensation Ins.	2,678.00	0.00	0.00	2,678.00	100.00
140-40-65130-00	Liability Insurance - PERMA	5,000.00	3,253.00	3,253.00	1,747.00	34.94
140-40-65135-00	Assessment Engineer	3,000.00	0.00	0.00	3,000.00	100.00
140-40-65140-00	Professional Services	3,000.00	0.00	0.00	3,000.00	100.00
140-40-65150-00	County Cost Tax Roll	90.00	0.00	0.00	90.00	100.00
Expense Total		<b>58,843.00</b>	<b>4,649.50</b>	<b>4,649.50</b>	<b>54,193.50</b>	<b>92.0985</b>
Grand Total		<b>58,843.00</b>	<b>4,649.50</b>	<b>4,649.50</b>	<b>54,193.50</b>	<b>0.921</b>



**General Ledger  
Revenue vs Budget**

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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% ExpendCollect</u>
140	March Lifecare Campus CFD 2013	-74,061.00	0.00	0.00	-74,061.00	0.00
140-00-40260-00	Taxes	74,061.00	0.00	0.00	74,061.00	0
	Revenue Total	<u>74,061.00</u>	<u>0.00</u>	<u>0.00</u>	<u>74,061.00</u>	<u>0</u>
	Grand Total	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

# March Joint Powers Authority

## Balance Sheet Green Acres Enterprise Fund – Fund 300 As of July 31, 2023

---

### ASSETS

Cash In Bank	\$ 2,277,142.96
Petty Cash	200.00
Investment Account	2,133,594.36
Accounts Receivable	133,717.97
Land and Buildings	16,194,109.85
Infrastructure	874,866.98
Equipment	3,587.41
Deferred Outflows - Pension	69,245.24
Deferred Outflows - OPEB	33,391.00
Accumulated Depreciation	<u>(9,996,826.14)</u>
Total Assets	<u>\$ 11,723,029.63</u>

### LIABILITIES

Accounts Payable	36,988.67
Security Deposits	182,640.60
Net Pension Liability	132,480.96
OPEB Liability	2,268.00
Compensated Absences	11,069.51
Deferred Inflows - Pension	125,369.48
Deferred Inflows - OPEB	<u>24,059.00</u>
Total Liabilities	<u>514,876.22</u>

### FUND BALANCE

Net Position, Beginning of Fiscal Year	11,102,991.95
Change in Fund Balance for the month ending July 31, 2023	<u>105,161.46</u>
Ending Net Position, July 31, 2023	<u>11,208,153.41</u>
Total Liabilities and Net Position	<u>\$ 11,723,029.63</u>

# General Ledger Expenses vs Budget



March Joint Powers Authority  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
300	Green Acres Enterprise Fund	207,932.00	14,928.20	14,928.20	193,003.80	92.82
300-10-50100-05	Salaries and Wages	36,888.00	2,857.88	2,857.88	34,030.12	92.25
300-10-50100-10	Benefits	17,197.00	1,224.91	1,224.91	15,972.09	92.88
300-10-50100-15	PERS Contributions	3,510.00	242.00	242.00	3,268.00	93.11
300-10-50100-20	Medicare Tax	15,142.00	0.00	0.00	15,142.00	100.00
300-10-50100-30	Workers Compensation Ins.	14,701.00	0.00	0.00	14,701.00	100.00
300-10-50100-99	Unfunded Accrued Liab(UAL)	2,500.00	0.00	0.00	2,500.00	100.00
300-10-50150-06	PeriodicalsMemberships	500.00	0.00	0.00	500.00	100.00
300-10-50150-08	EducationTraining	1,500.00	0.00	0.00	1,500.00	100.00
300-10-50150-16	Office Supplies	1,000.00	38.29	38.29	961.71	96.17
300-10-50150-18	Telephone Internet Service	1,300.00	0.00	0.00	1,300.00	100.00
300-10-50150-20	Mobile PhonesPagers	100.00	0.00	0.00	100.00	100.00
300-10-50150-24	Postage	30,000.00	22,982.44	22,982.44	7,017.56	23.39
300-10-50150-26	Liability Insurance - PERMA	4,000.00	0.00	0.00	4,000.00	100.00
300-10-50150-42	Bank Fees	1,000.00	0.00	0.00	1,000.00	100.00
300-10-50150-44	TenantRelations	8,000.00	727.40	727.40	7,272.60	90.91
300-10-50150-47	Office Rent	2,000.00	121.94	121.94	1,878.06	93.90
300-10-50150-48	Office Utilities	301,617.00	0.00	0.00	301,617.00	100.00
300-10-50150-50	Depreciation Expense	500.00	0.00	0.00	500.00	100.00
300-10-50200-02	General Legal Services	1,000.00	0.00	0.00	1,000.00	100.00
300-10-50200-15	Credit Check Services	500.00	0.00	0.00	500.00	100.00
300-10-50300-02	Office Equipment	8,000.00	287.62	287.62	7,712.38	96.40
300-10-50300-06	Computer Software	22,000.00	0.00	0.00	22,000.00	100.00
300-10-50300-10	Appliance Purchase	8,000.00	621.25	621.25	7,378.75	92.23
300-10-50300-15	Security Entrance Gates	100,000.00	0.00	0.00	100,000.00	100.00
300-10-50900-00	Transfer to Other Funds	153,000.00	0.00	0.00	153,000.00	100.00
300-20-51150-00	Property Insurance - PERMA	40,000.00	0.00	0.00	40,000.00	100.00
300-20-51160-00	Property Taxes	150,000.00	207.00	207.00	149,793.00	99.86
300-20-51200-00	Building Maintenance	250,000.00	13,500.00	13,500.00	236,500.00	94.60
300-20-51250-00	Grounds Maintenance	55,000.00	2,125.20	2,125.20	52,874.80	96.14
300-20-51300-00	Equipment Maintenance	425,000.00	0.00	0.00	425,000.00	100.00
300-20-51350-00	Utilities	2,500.00	0.00	0.00	2,500.00	100.00
300-20-51360-00	Bad Debt Expense	1,864,387.00	59,864.13	59,864.13	1,804,522.87	96.7891
Expense Total		<b>1,864,387.00</b>	<b>59,864.13</b>	<b>59,864.13</b>	<b>1,804,522.87</b>	<b>0.9679</b>
Grand Total		<b>1,864,387.00</b>	<b>59,864.13</b>	<b>59,864.13</b>	<b>1,804,522.87</b>	<b>0.9679</b>

**General Ledger  
Revenue vs Budget**

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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% Expend</u>	<u>Collect</u>
300	Green Acres Enterprise Fund						
300-00-40200-00	RENTAL INCOME	-2,000,000.00	-160,180.00	-160,180.00	-1,839,820.00		8.01
300-00-40225-00	UTILITY CHARGES	-60,000.00	-4,729.48	-4,729.48	-55,270.52		7.88
300-00-40250-00	LATE FEES & NSF FEES	-1,000.00	-116.11	-116.11	-883.89		11.61
300-00-40300-00	CREDIT CHECK FEES	-1,000.00	0.00	0.00	-1,000.00		0.00
300-00-40600-00	INTEREST INCOME	-30,000.00	0.00	0.00	-30,000.00		0.00
300-00-40675-00	HOLDING FEES FORFEITURE	-120.00	0.00	0.00	-120.00		0.00
300-00-40750-00	MISCELLANEOUS	-400.00	0.00	0.00	-400.00		0.00
Revenue Total		<u>2,092,520.00</u>	<u>165,025.59</u>	<u>165,025.59</u>	<u>1,927,494.41</u>		<u>0.0789</u>
Grand Total		<u>2,092,520.00</u>	<u>165,025.59</u>	<u>165,025.59</u>	<u>1,927,494.41</u>		<u>0.0789</u>

# *March Joint Powers Authority*

## **Balance Sheet Repairs & Maintenance – Fund 301 As of July 31, 2023**

---

### **ASSETS**

Cash In Bank	\$ 265,838.75
Total Assets	<u>\$ 265,838.75</u>

### **LIABILITIES**

Accounts Payable	<u>-</u>
Total Liabilities	<u>-</u>

### **FUND BALANCE**

Net Position, Beginning of Fiscal Year	265,838.75
Change in Fund Balance for the month ending July 31, 2023	<u>-</u>
Ending Net Position, July 31, 2023	<u>265,838.75</u>
Total Liabilities and Net Position	<u>\$ 265,838.75</u>

**General Ledger**  
Expenses vs Budget

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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% Avail</u>
301	Green Acres Repairs & Maint.	27,000.00	0.00	0.00	27,000.00	100.00
301-20-51200-02	Roof Repairs	55,000.00	0.00	0.00	55,000.00	100.00
301-20-51200-03	Unit Improvements	82,000.00	0.00	0.00	82,000.00	100
	Expense Total	82,000.00	0.00	0.00	82,000.00	1
	Grand Total					

**General Ledger  
Revenue vs Budget**

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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% ExpendCollect</u>
301	Green Acres Repairs & Maint.	-100,000.00	0.00	0.00	-100,000.00	0.00
301-00-48025-00	5% Rental Income Set-Aside	<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>0</u>
Revenue Total		<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>0</u>
Grand Total		_____	_____	_____	_____	_____

# *March Joint Powers Authority*

## **Balance Sheet Debt Service Fund – Fund 740 As of July 31, 2023**

---

### **ASSETS**

Cash In Bank	\$ (555,214.32)
Deferred Charge on Refunding	6,956,404.05
Prepaid Bond Insurance	<u>234,875.38</u>
Total Assets	<u>\$ 6,636,065.11</u>

### **LIABILITIES**

Loans Payable	968,511.72
Interest Payable	479,976.57
Bonds Payable - Series 2016A	27,625,000.00
Bonds Premium - Series 2016A	3,320,495.50
Due to Other Funds	<u>131,005.00</u>
Total Liabilities	<u>32,524,988.79</u>

### **FUND BALANCE**

Net Position, Beginning of Fiscal Year	(25,888,923.68)
Change in Fund Balance for the month ending July 31, 2023	<u>-</u>
Ending Net Position, July 31, 2023	<u>(25,888,923.68)</u>
Total Liabilities and Net Position	<u>\$ 6,636,065.11</u>



**General Ledger**  
Expenses vs Budget

User: lim@marchjpa.com  
Printed: 9/12/2023 2:15:05 PM  
Period 01 - 01  
Fiscal Year 2024



March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
(951) 656-7000  
www.marchjpa.com

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% Avail</u>
740	SUCCESSOR AGENCY D.S.	0.00	1,551,871.88	1,551,871.88	-1,551,871.88	0.00
740-70-60611-00	Payment on Bond 2016A	<b>0.00</b>	<b>1,551,871.88</b>	<b>1,551,871.88</b>	<b>-1,551,871.88</b>	<b>0</b>
Expense Total		<u>0.00</u>	<u>1,551,871.88</u>	<u>1,551,871.88</u>	<u>-1,551,871.88</u>	<u>0</u>
Grand Total		—	—	—	—	—

**General Ledger**  
**Revenue vs Budget**

User: lim@marchjpa.com  
 Printed: 9/12/2023 2:15:42 PM  
 Period 01 - 01  
 Fiscal Year 2024



**March Joint Powers Authority**  
 14205 Meridian Pkwy, Ste. 140  
 Riverside, CA 92518  
 (951) 656-7000  
 www.marchjpa.com

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% ExpendCollect</u>
740	SUCCESSOR AGENCY D.S.	0.00	-418.00	-418.00	418.00	0.00
740-00-40600-00	Interest Income	0.00	-1,551,453.88	-1,551,453.88	1,551,453.88	0.00
740-00-40700-00	Operating Transfers In	0.00	1,551,871.88	1,551,871.88	-1,551,871.88	0
	Revenue Total	0.00	1,551,871.88	1,551,871.88	-1,551,871.88	0
	Grand Total	0.00	1,551,871.88	1,551,871.88	-1,551,871.88	0

# *March Joint Powers Authority*

## **Balance Sheet RORF Fund – Fund 750 As of July 31, 2023**

---

### **ASSETS**

Cash In Bank \$ 1,942,763.89

Total Assets \$ 1,942,763.89

### **LIABILITIES**

Accounts Payable 725.00

Due to Other Funds 500,000.00

Total Liabilities 500,725.00

### **FUND BALANCE**

Net Position, Beginning of Fiscal Year 2,993,492.77

Change in Fund Balance for the month ending July 31, 2023 (1,551,453.88)

Ending Net Position, July 31, 2023 1,442,038.89

Total Liabilities and Net Position \$ 1,942,763.89

**General Ledger  
Expenses vs Budget**

User: lim@marchjpa.com  
 Printed: 9/12/2023 2:16:45 PM  
 Period 01 - 01  
 Fiscal Year 2024



**March Joint Powers Authority**  
 14205 Meridian Pkwy, Ste. 140  
 Riverside, CA 92518  
 (951) 656-7000  
 www.marchjpa.com

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% Avail</u>
750	Successor Agency RORF	0.00	1,551,453.88	1,551,453.88	-1,551,453.88	0.00
750-10-50900-00	Transfer Out	<b>0.00</b>	<b>1,551,453.88</b>	<b>1,551,453.88</b>	<b>-1,551,453.88</b>	<b>0</b>
	Expense Total	<u>0.00</u>	<u>1,551,453.88</u>	<u>1,551,453.88</u>	<u>-1,551,453.88</u>	<u>0</u>
	Grand Total	—	—	—	—	—

## Attachment 2

### Fourth Quarter 2023 Investment Policy Compliance Statement Reports

# March Joint Powers Authority Investment Quarterly Report General Fund June 30, 2023

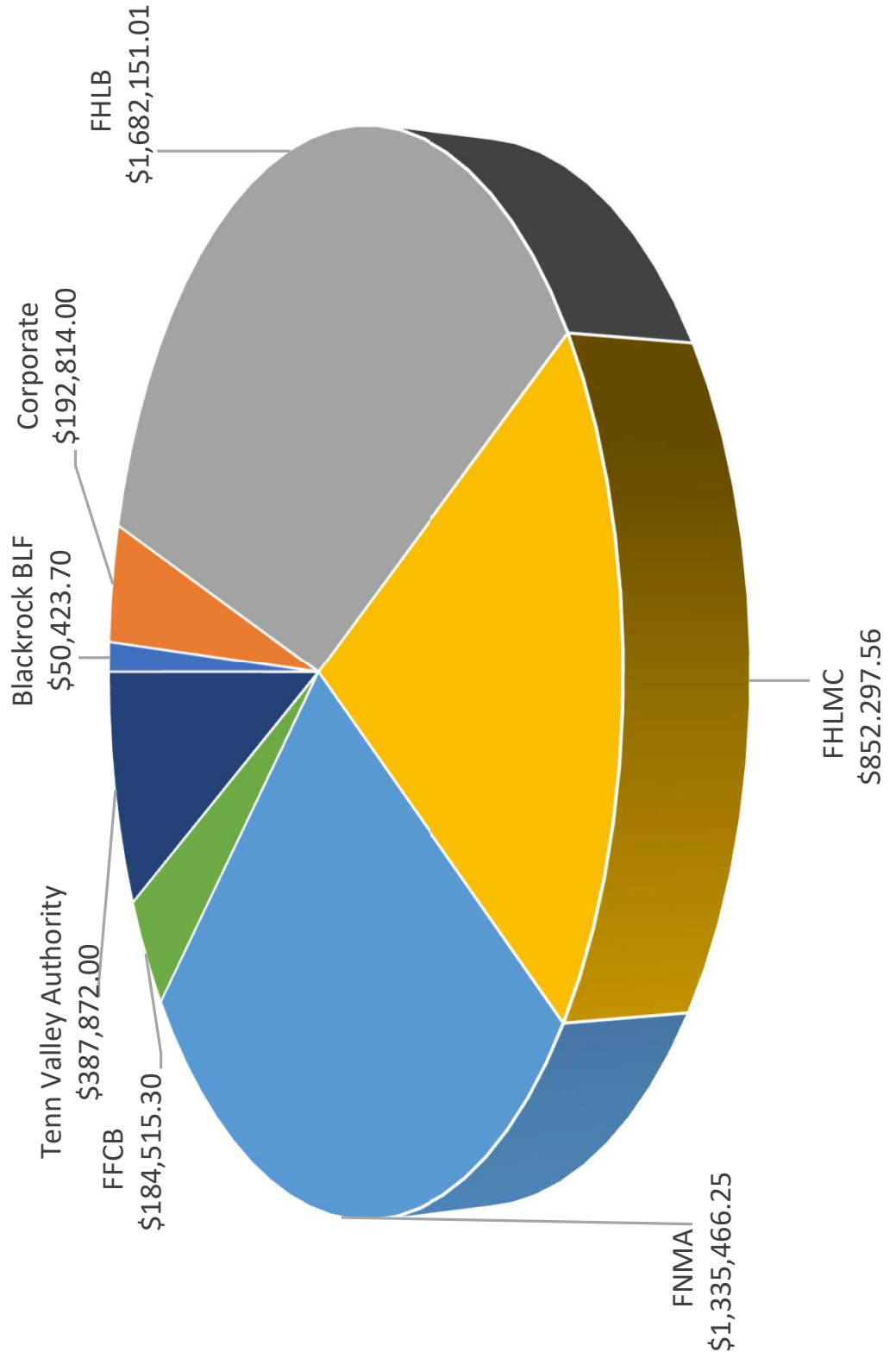
Type	Issuer	Coupon	CUSIP	Purchase Date	Maturity Date	Cost	Market Value
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 50,423.70	\$ 50,423.70
Fixed Income							
Corporate	APPLE INC	2.750%	037833DF4	11/20/2020	1/13/2025	\$ 208,118.45	\$ 192,814.00
	Total Corporate					\$ 208,118.45	\$ 192,814.00
US Government Agency	FEDERAL HOME LOAN BANK	0.754%	3130AJRE1	06/24/2020	6/24/2025	\$ 69,444.44	\$ 63,560.41
	FEDERAL HOME LOAN BANK	0.680%	3130AISV6	01/27/2022	7/15/2025	\$ 49,068.58	\$ 45,615.00
	FEDERAL HOME LOAN BANK	0.700%	3130AKQX7	01/28/2021	1/28/2026	\$ 150,000.00	\$ 135,195.00
	FEDERAL HOME LOAN BANK	0.650%	3130ALSX8	02/24/2021	2/24/2026	\$ 100,000.00	\$ 89,087.00
	FEDERAL HOME LOAN BANK	0.780%	3130ALEK6	02/26/2021	2/26/2026	\$ 100,000.00	\$ 89,388.00
	FEDERAL HOME LOAN BANK	0.400%	3130ALJ70	07/29/2021	3/12/2024	\$ 169,974.50	\$ 163,798.40
	FEDERAL HOME LOAN BANK	0.800%	3130ALPB4	03/30/2021	5/30/2025	\$ 150,000.00	\$ 137,598.00
	FEDERAL HOME LOAN BANK	0.350%	3130ALTS3	03/30/2021	3/28/2024	\$ 150,000.00	\$ 144,144.00
	FEDERAL HOME LOAN BANK	0.500%	3130AMF23	01/26/2022	9/26/2024	\$ 49,504.46	\$ 47,029.00
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/30/2021	5/12/2026	\$ 100,000.00	\$ 90,104.00
	FEDERAL HOME LOAN BANK	0.900%	3130ANJT8	08/26/2021	8/26/2026	\$ 219,835.00	\$ 195,976.00
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	9/30/2026	\$ 50,000.00	\$ 44,626.00
	FEDERAL HOME LOAN BANK	0.700%	3134GVR26	06/25/2023	6/25/2025	\$ 253,275.33	\$ 252,645.25
	FEDERAL HOME LOAN BANK	5.000%	3130AUGX6	01/30/2023	1/24/2025	\$ 185,000.00	\$ 183,384.95
	FEDERAL FARM CREDIT BANK	4.875%	3133EN5M8	01/10/2023	1/10/2024	\$ 185,000.00	\$ 184,515.30
	FEDERAL HOME LOAN MORTGAGE CORP	0.400%	3134GWVJ2	09/30/2020	9/30/2024	\$ 100,000.00	\$ 93,898.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.600%	3134GWWN3	09/30/2020	9/30/2025	\$ 200,000.00	\$ 181,806.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.625%	3130GXCR3	11/24/2020	11/24/2025	\$ 199,990.00	\$ 180,188.00
	FEDERAL HOME LOAN MORTGAGE CORP	2.527%	3137BSPX5	10/26/2018	9/25/2023	\$ 385,532.00	\$ 396,405.56
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.580%	3135G06A6	11/17/2020	10/20/2025	\$ 299,925.00	\$ 272,172.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.500%	3135G06M0	12/16/2020	12/16/2024	\$ 150,000.00	\$ 139,767.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.650%	3136G4G31	07/31/2020	7/30/2025	\$ 274,928.50	\$ 251,688.25
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.600%	3136G4J53	08/18/2020	8/18/2025	\$ 300,000.00	\$ 273,747.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	5.150%	3135GAFU0	03/30/2023	3/28/2024	\$ 400,000.00	\$ 398,092.00
	TENN VALLEY AUTHORITY	2.875%	880591ER9	05/27/2020	9/15/2024	\$ 413,953.20	\$ 387,872.00
	Total US Government Agency					\$ 4,705,431.01	\$ 4,442,302.12
	Total Fixed Income					\$ 4,913,549.46	\$ 4,635,116.12
Total Assets						\$ 4,963,973.16	\$ 4,685,539.82

### Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr Grace Martin  
Executive Director/Treasurer

**March Joint Powers Authority  
General Fund  
June 30, 2023**



# March Joint Powers Authority Investment Quarterly Report Meridian Drainage Fund June 30, 2023

Type	Issuer	Coupon	CUSIP	Purchase Date	Maturity Date	Cost	Market Value
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 29,906.29	\$ 29,906.29
Fixed Income							
US Government Agency	FEDERAL FARM CREDIT BANK	4.875%	3133EN5M8	1/10/2023	1/10/2024	\$ 550,000.00	\$ 548,559.00
	FEDERAL HOME LOAN BANK	5.000%	3130AUGB4	1/26/2023	1/26/2026	\$ 1,270,000.00	\$ 1,254,315.50
	FEDERAL HOME LOAN BANK	5.000%	3130AUGX6	1/30/2023	1/24/2025	\$ 550,000.00	\$ 545,198.50
	Total US Government Agency					\$ 2,370,000.00	\$ 2,348,073.00
Total Fixed Income						\$ 2,370,000.00	\$ 2,348,073.00
Total Assets						\$ 2,399,906.29	\$ 2,377,979.29

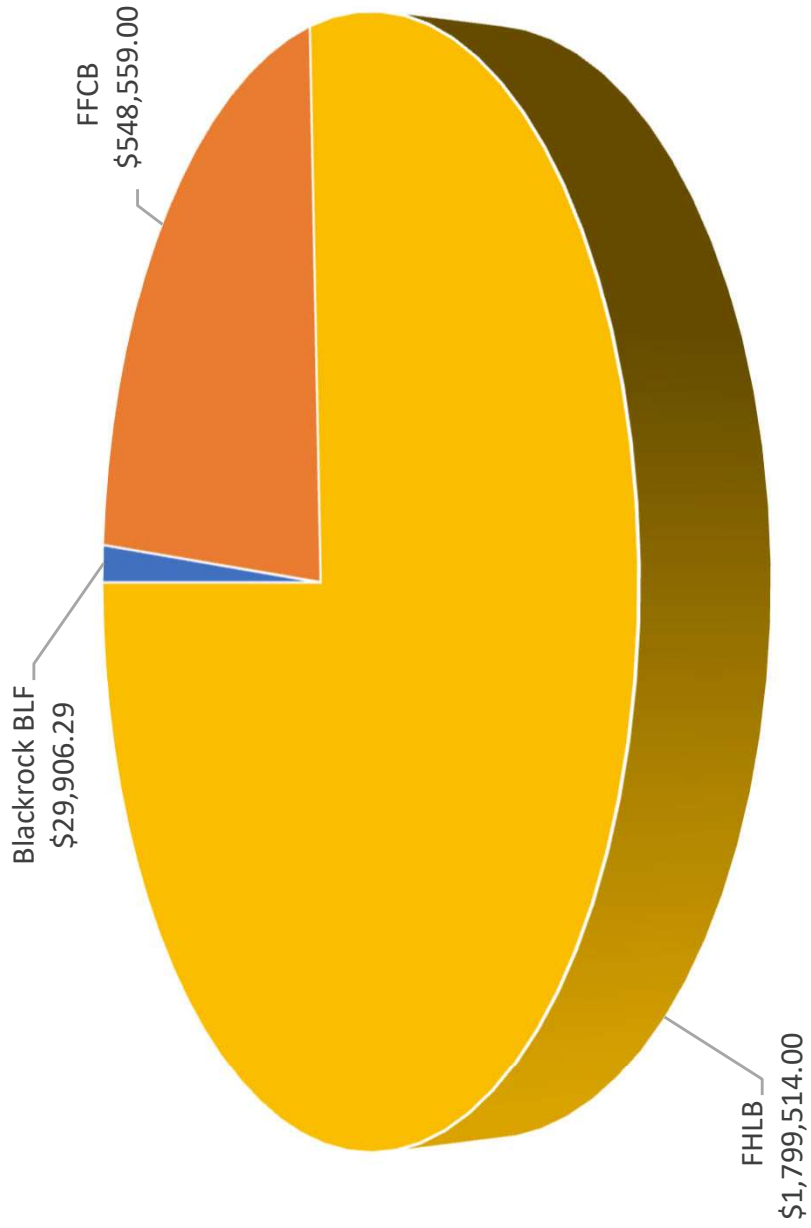
Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

\_\_\_\_\_  
Dr Grace Martin  
Executive Director/Treasurer



**March Joint Powers Authority  
Meridian Drainage Fund  
June 30, 2023**



# March Joint Powers Authority Investment Quarterly Report Pension Reserve Fund June 30, 2023

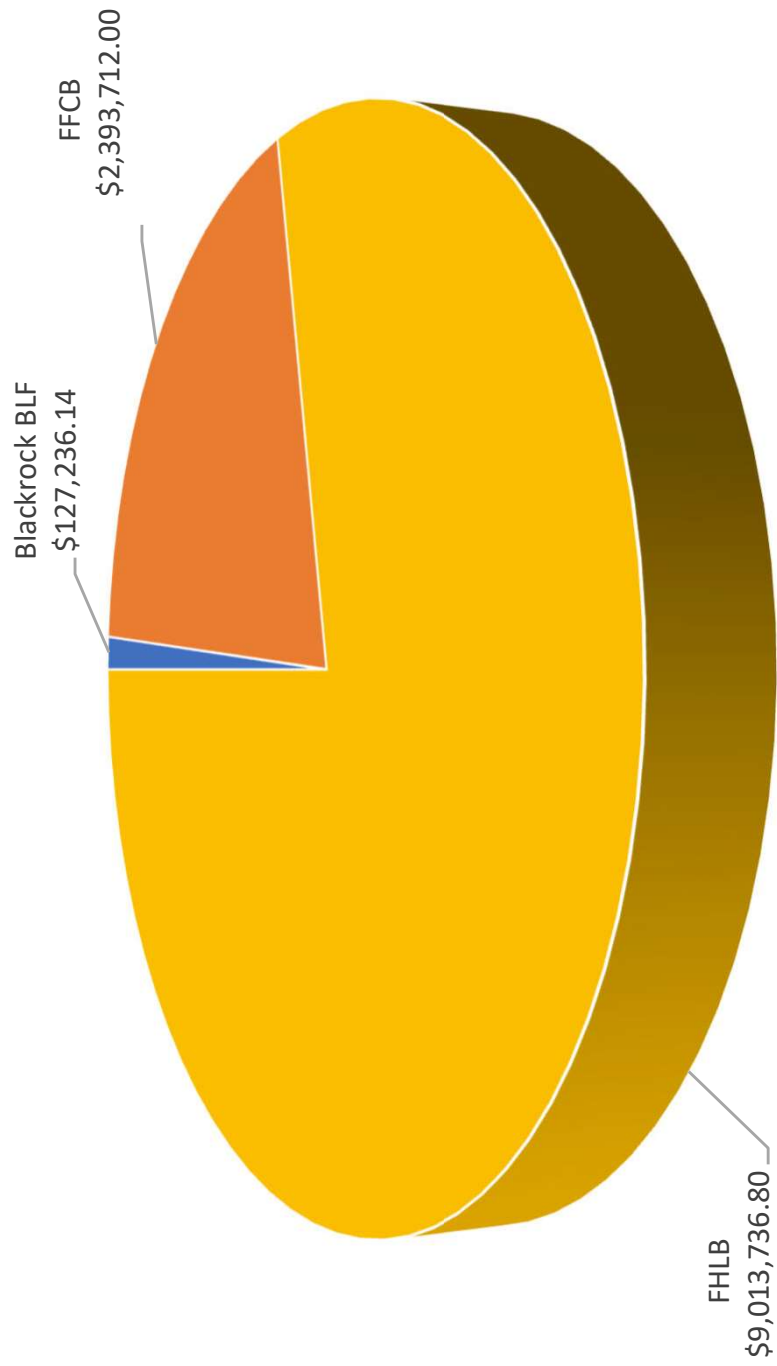
Type	Issuer	Coupon	CUSIP	Purchase Date	Maturity Date	Cost	Market Value
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 127,236.14	\$ 127,236.14
Fixed Income							
US Government Agency	FEDERAL HOME LOAN BANK	4.250%	3130ATFM4	3/29/2022	9/29/2023	\$ 4,000,000.00	\$ 3,987,280.00
	FEDERAL FARM CREDIT BANK	4.875%	3133EN5M8	1/10/2023	1/10/2024	\$ 2,400,000.00	\$ 2,393,712.00
	FEDERAL HOME LOAN BANK	5.000%	3130AUGB4	1/26/2023	1/26/2026	\$ 2,540,000.00	\$ 2,508,631.00
	FEDERAL HOME LOAN BANK	5.000%	3130AUGX6	1/30/2023	1/24/2025	\$ 2,540,000.00	\$ 2,517,825.80
	Total US Government Agency					\$ 11,480,000.00	\$ 11,407,448.80
	Total Fixed Income					\$ 11,480,000.00	\$ 11,407,448.80
	Total Assets					\$ 11,607,236.14	\$ 11,534,684.94

Investment Policy Assertions

- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

\_\_\_\_\_  
Dr Grace Martin  
Executive Director/Treasurer

# March Joint Powers Authority Pension Reserve Fund June 30, 2023



# March Joint Powers Authority Investment Quarterly Report Fire Facilities Fund June 30, 2023

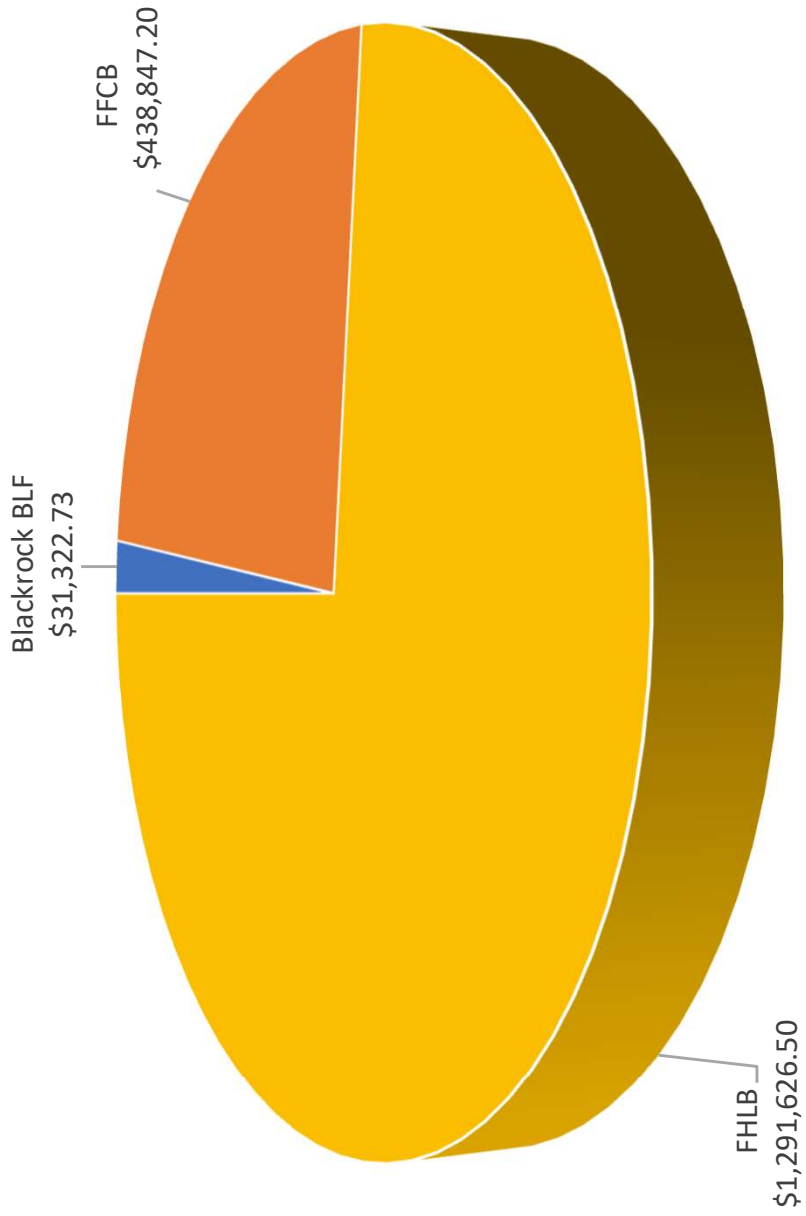
Type	Issuer	Coupon	CUSIP	Purchase Date	Maturity Date	Cost	Market Value
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 31,322.73	\$ 31,322.73
Fixed Income							
	FEDERAL FARM CREDIT BANK	4.875%	3133EN5M8	1/10/2023	1/10/2024	\$ 440,000.00	\$ 438,847.20
	FEDERAL HOME LOAN BANK	5.000%	3130AUGX6	1/30/2023	1/24/2025	\$ 750,000.00	\$ 743,452.50
	FEDERAL HOME LOAN BANK	5.650%	3130AVCL4	3/27/2023	3/27/2025	\$ 550,000.00	\$ 548,174.00
	Total US Government Agency					\$ 1,740,000.00	\$ 1,730,473.70
Total Fixed Income						\$ 1,740,000.00	\$ 1,730,473.70
Total Assets						\$ 1,771,322.73	\$ 1,761,796.43

## Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months

\_\_\_\_\_  
Dr Grace Martin  
Executive Director/Treasurer

**March Joint Powers Authority  
Fire Facilities Fund  
June 30, 2023**



# March Joint Powers Authority Investment Quarterly Report Green Acres Fund June 30, 2023

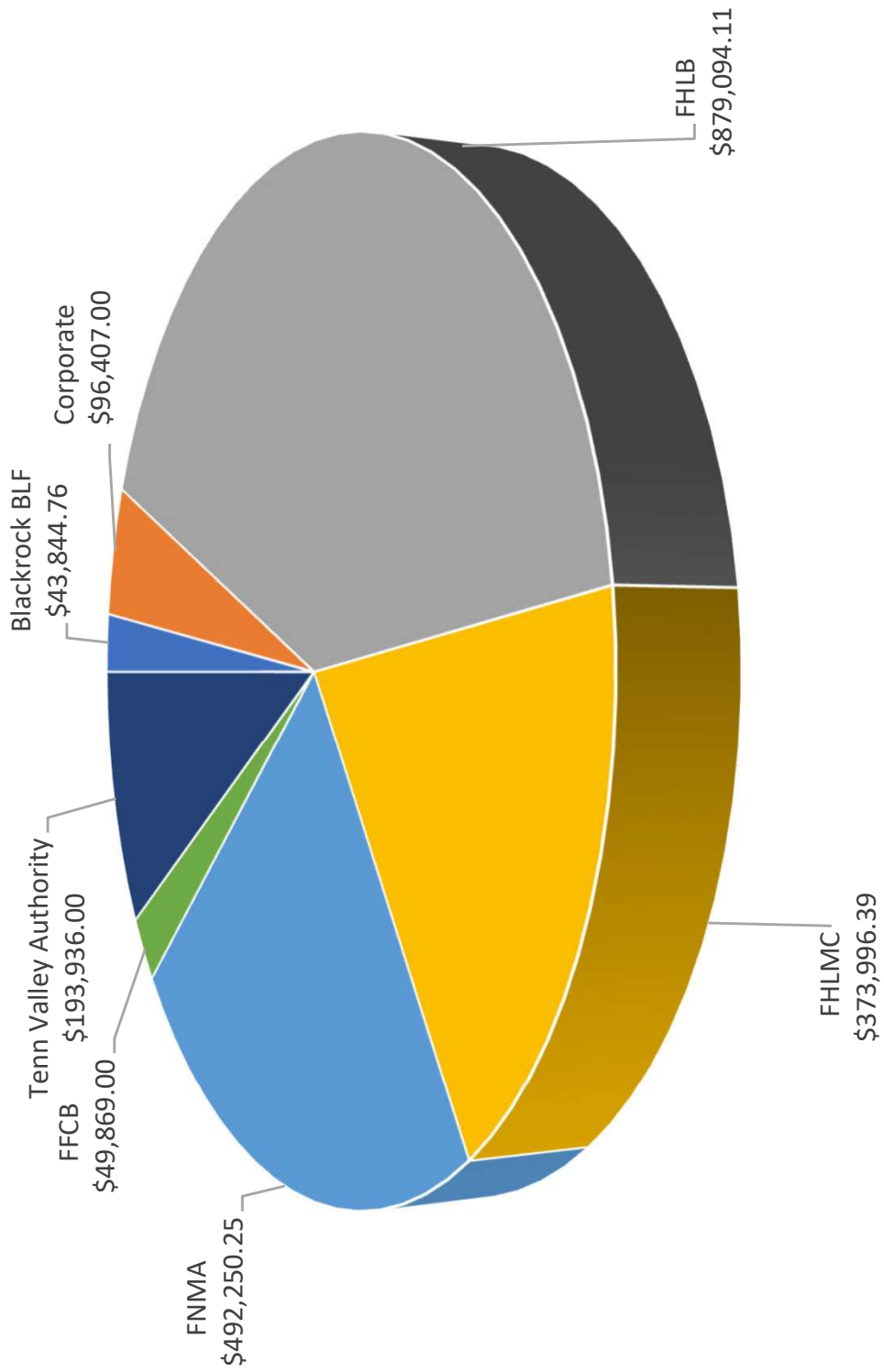
Type	Issuer	Coupon	CUSIP	Purchase Date	Maturity Date	Cost	Market Value
Cash & Cash Equivalents	BLACKROCK BLF LIQUIDITY FEDFUND		09248U700	On going	Open	\$ 43,844.76	\$ 43,844.76
Fixed Income							
Corporate	APPLE INC	2.750%	037833DF4	11/20/2020	1/13/2025	\$ 104,059.23	\$ 96,407.00
						\$ 104,059.23	\$ 96,407.00
	Total Corporate						
US Government Agency	FEDERAL HOME LOAN BANK	0.754%	3130AJRE1	06/24/2020	6/24/2025	\$ 34,722.22	\$ 31,780.21
	FEDERAL HOME LOAN BANK	0.680%	3130AISV6	01/27/2022	7/15/2025	\$ 49,068.58	\$ 45,615.00
	FEDERAL HOME LOAN BANK	0.700%	3130AKQX7	01/28/2021	1/28/2026	\$ 50,000.00	\$ 45,065.00
	FEDERAL HOME LOAN BANK	0.650%	3130ALSX8	02/24/2021	2/24/2026	\$ 50,000.00	\$ 44,543.50
	FEDERAL HOME LOAN BANK	0.780%	3130ALEK6	02/26/2021	2/26/2026	\$ 50,000.00	\$ 44,694.00
	FEDERAL HOME LOAN BANK	0.400%	3130ALJ70	07/29/2021	3/12/2024	\$ 49,992.50	\$ 48,176.00
	FEDERAL HOME LOAN BANK	0.800%	3130ALPB4	03/30/2021	5/30/2025	\$ 50,000.00	\$ 45,866.00
	FEDERAL HOME LOAN BANK	0.350%	3130ALTS3	03/30/2021	3/28/2024	\$ 50,000.00	\$ 48,048.00
	FEDERAL HOME LOAN BANK	0.500%	3130AMF23	01/26/2022	9/26/2024	\$ 49,504.46	\$ 47,029.00
	FEDERAL HOME LOAN BANK	1.000%	3130ANCF5	08/30/2021	5/12/2026	\$ 55,000.00	\$ 49,557.20
	FEDERAL HOME LOAN BANK	0.900%	3130ANJ78	08/26/2021	8/26/2026	\$ 149,887.50	\$ 133,620.00
	FEDERAL HOME LOAN BANK	1.020%	3130AP6M2	09/30/2021	9/30/2026	\$ 50,000.00	\$ 44,626.00
	FEDERAL HOME LOAN BANK	7.000%	3134GVR26	06/25/2023	6/25/2025	\$ 92,100.12	\$ 91,871.00
	FEDERAL HOME LOAN BANK	5.000%	3130AUGX6	01/30/2023	1/24/2025	\$ 160,000.00	\$ 158,603.20
	FEDERAL FARM CREDIT BANK	4.875%	3133ENSJ8	01/10/2023	1/10/2024	\$ 50,000.00	\$ 49,869.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.400%	3134GWWJ2	09/30/2020	9/30/2024	\$ 100,000.00	\$ 93,898.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.600%	3134GWWN3	09/30/2020	9/30/2025	\$ 100,000.00	\$ 90,903.00
	FEDERAL HOME LOAN MORTGAGE CORP	0.625%	3134GXCR3	11/24/2020	11/24/2025	\$ 99,995.00	\$ 90,094.00
	FEDERAL HOME LOAN MORTGAGE CORP	2.527%	3137BSPX5	10/26/2018	9/23/2023	\$ 96,383.00	\$ 99,101.39
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.580%	3135G06A6	11/17/2020	10/20/2025	\$ 99,975.00	\$ 90,724.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.500%	3135G06M0	12/16/2020	12/16/2024	\$ 50,000.00	\$ 46,589.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.650%	3136G4G31	07/31/2020	7/30/2025	\$ 124,967.50	\$ 114,403.75
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.600%	3136G4I53	08/18/2020	8/18/2025	\$ 100,000.00	\$ 91,249.00
	FEDERAL NATIONAL MORTGAGE ASSOCIATION	5.150%	3135GAFU0	03/30/2023	3/28/2024	\$ 150,000.00	\$ 149,284.50
	TENN VALLEY AUTHORITY	2.875%	880591ER9	05/27/2020	9/15/2024	\$ 206,976.60	\$ 193,936.00
	Total US Government Agency					\$ 2,118,572.48	\$ 1,989,145.75
	Total Fixed Income					\$ 2,222,631.71	\$ 2,085,552.75
	Total Assets					\$ 2,266,476.47	\$ 2,129,397.51

## Investment Policy Assertions

- 1) Portfolio valuation provided by ICE Data Services
- 2) All investment actions executed since the last Investment Report are in full compliance with the Investment Policy.
- 3) The March Joint Powers Authority has sufficient funds to meet its expenditures obligations for the next six months.

Dr. Grace Martin  
Executive Director/Treasurer

**March Joint Powers Authority  
Green Acres Fund  
June 30, 2023**



**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** September 27, 2023

**Action:** **APPROVE JULY 2023 FINANCIAL DISBURSEMENTS**

**Motion:** Move to approve the financial disbursements for the month of July 2023 or take other actions as deemed appropriate by the Commission.

**Background:**

This item is an action approving the expenses (checks) that were incurred in the month of July for the March JPA, Green Acres, Meridian Lighting, Landscaping and Maintenance District (LLMD) No. 1, and Community Facility District (CFD). No checks were issued by the Successor Agency (former Redevelopment Agency). A listing of those checks is attached and will be reported in the minutes as an action item.

**Attachment:** Listing of checks disbursed for July for the March JPA, Green Acres, LLMD and CFD.



# Accounts Payable

## Checks by Date - Summary by Check Number

User: finance@marchjpa.com  
 Printed: 9/11/2023 6:46 PM



March Joint Powers Authority  
 14205 Meridian Pkwy, Ste. 140  
 Riverside, CA 92518  
 (951) 656-7000  
 www.marchjpa.com

### General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	ACH cjlake	CJ Lake, LLC	07/17/2023	15,067.29
	ACH cabrerau	Ulises Cabrera	07/17/2023	100.00
	ACH Computer	California Computer Options, Inc.	07/17/2023	6,490.34
	ACH conderjr	Charles Conder Jr.	07/17/2023	400.00
	ACH delgado	Edward Delgado	07/17/2023	200.00
	ACH HMConsul	Habib Motlagh	07/17/2023	5,000.00
	ACH vargasm	Michael Vargas	07/17/2023	100.00
	ACH basharaf	BA Sharaf, LLC	07/18/2023	13,595.75
	ACH basharaf	BA Sharaf, LLC	07/19/2023	17,233.09
	ACH dts	Daley Technology Systems	07/20/2023	750.00
	ACH permains	Public Entity Risk Management Authority(PEF07/24/2023		101,721.31
	ACH Computer	California Computer Options, Inc.	07/17/2023	162.96
	ACH CSLegacy	C. S. Legacy Construction Inc.	07/17/2023	105,361.18
	ACH basharaf	BA Sharaf, LLC	07/18/2023	9,487.50
	ACH basharaf	BA Sharaf, LLC	07/20/2023	4,462.50
	ACH PERMAINS	Public Entity Risk Management Authority(PEF07/24/2023		11,710.81
	ACH PERMAINS	Public Entity Risk Management Authority(PEF07/24/2023		3,253.00
	ACH MSSIONSQ	.....	07/06/2023	25,480.00
	ACH HARTFORD	THE HARTFORD	07/20/2023	1,349.96
	ACH MSSIONSQ	.....	07/20/2023	3,185.00
	ACH SDRMA	SDRMA	07/20/2023	701.93
	ACH Computer	California Computer Options, Inc.	07/13/2023	325.91
	ACH permains	Public Entity Risk Management Authority(PEF07/24/2023		22,982.44
	ACH Computer	California Computer Options, Inc.	07/17/2023	393.90
	ACH permains	Public Entity Risk Management Authority(PEF07/24/2023		22,982.44
	3375 STCOMPFD	State Compensation Ins. Fund	07/20/2023	4,100.55
	3376 Gosliga	Gary Gosliga	07/27/2023	2,791.62
	3377 Gosliga	Gary Gosliga	07/27/2023	46,055.78
	1017259 CITYPER	City Of Perris	07/13/2023	3,875,000.00
	1017260 CityRiv1	City Of Riverside	07/13/2023	3,875,000.00
	1017261 RivCo1	County of Riverside	07/13/2023	3,875,000.00
	1017262 MERIDIAN	Meridian Park, LLC	07/13/2023	476,591.28
	1017263 CityMVD	City Of Moreno Valley	07/13/2023	3,875,000.00
	1017264 AlsKib	Al's Kubota Tractor	07/17/2023	4,092.10
	1017265 calfire	CAL Fire	07/17/2023	400.00
	1017266 FASTSI	Fast Signs	07/17/2023	124.93
	1017267 fedex	FedEx	07/17/2023	101.71
	1017268 mgs	M.G.S.	07/17/2023	4,644.35
	1017269 MarchFi	March Field Foundation	07/17/2023	500.00
	1017270 NorthSaf	Northern Safety Co., Inc.	07/17/2023	156.04
	1017271 phillips	Phillips 66-CO./SYNCB	07/17/2023	37.69
	1017272 riventyw	Riverside County Works	07/17/2023	500.00
	1017273 Seyfarth	Seyfarth Shaw LLP	07/17/2023	4,131.00
	1017274 SPARKLET	Sparkletts	07/17/2023	145.88
	1017275 StaplesA	Staples Business Credit	07/17/2023	578.49
	1017276 rogersan	Rogers ,Anderson, Malody & Scott, LLP	07/17/2023	4,050.00

# Accounts Payable

## Checks by Date - Summary by Check Number

User: finance@marchjpa.com  
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March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
(951) 656-7000  
www.marchjpa.com

### General Fund - Fund 100

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1017277	WASTEM	WM Corporate Services, Inc.	07/17/2023	782.97
1017278	rivetysh	Riverside County Sheriff Department	07/17/2023	3,234.10
1017279	ROGERSAN	Rogers ,Anderson, Malody & Scott, LLP	07/17/2023	3,200.00
1017280	bestbe	Best Best & Krieger, LLP	07/18/2023	18,735.75
1017281	esa	ESA	07/18/2023	3,840.00
1017282	gold	GLS US	07/18/2023	165.00
1017283	trilak	TRI Lake Consultants Inc.	07/18/2023	3,810.00
1017284	vrpa	VRPA Technologies, Inc.	07/18/2023	1,695.76
1017285	WILLDANS	Willdan	07/18/2023	26,141.13
1017286	Rivers	Rivers & Lands Conservancy	07/18/2023	930.25
1017287	LakeElsi	Lake Elsinore&San Jacinto Watersheds Author	07/18/2023	33,663.00
1017288	bestbe	Best Best & Krieger, LLP	07/20/2023	37,975.50
1017289	VERIZ2	Verizon Wireless	07/20/2023	443.65
1017290	CANONB	Canon Solutions America, Inc.	07/20/2023	278.66
1017291	SoCANews	Southern California News Group	07/20/2023	1,689.62
1017292	CanonF	Canon Financial Services, Inc.	07/20/2023	847.35
1017293	rivetysh	Riverside County Sheriff Department	07/20/2023	117,862.34
1017294	frontier	Frontier Communications	07/20/2023	190.17
1017295	wmwd	Western Municipal Water District	07/20/2023	6,604.39
1017296	fullmer	Fullmer Construction	07/25/2023	1,250.00
1017297	fredmeur	Fred Meurer	07/25/2023	1,076.40
1017298	PatrolSe	Patrol Security and Guard	07/25/2023	7,775.50
1017299	BankofAm	Bank Of America	07/25/2023	10,154.07
Report Total (69 checks):				<u>\$ 16,703,844.34</u>

# Accounts Payable

## Checks by Date - Summary by Check Number

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March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
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### Meridian LLMD No. 1 - Fund 120

Check No	Vendor No	Vendor Name	Check Date	Check Amount
2003629	calfire	CAL Fire	07/17/2023	400.00
2003630	phillips	Phillips 66-CO./SYNCB	07/17/2023	536.80
2003631	trilak	TRI Lake Consultants Inc.	07/17/2023	1,050.00
2003632	BRIGHT	BrightView Landscape Services, Inc.	07/17/2023	18,370.22
2003633	trilak	TRI Lake Consultants Inc.	07/20/2023	6,120.00
2003634	VERIZ2	Verizon Wireless	07/20/2023	61.45
2003635	sce4	Southern California Edison	07/20/2023	413.25
2003636	BRIGHT	BrightView Landscape Services, Inc.	07/20/2023	46,666.88
2003637	wmwd2	Western Municipal Water District	07/20/2023	45,777.29
2003638	frontier	Frontier Communications	07/20/2023	11.89
2003639	wmwd	Western Municipal Water District	07/20/2023	412.78
Report Total (11 checks):				<u>\$ 119,820.56</u>

# Accounts Payable

## Checks by Date - Summary by Check Number

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March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
(951) 656-7000  
www.marchjpa.com

### March Lifecare Campus CFD 2013 - Fund 140

Check No	Vendor No	Vendor Name	Check Date	Check Amount
4000098	DEGUIRE	DeGuire Weed Abatement	07/13/2023	8,142.00
4000099	sce4	Southern California Edison	07/13/2023	769.47
4000100	BRIGHT	BrightView Landscape Services, Inc.	07/13/2023	706.13
4000101	bright	BrightView Landscape Services, Inc.	07/13/2023	60.00
4000102	BRIGHT	BrightView Landscape Services, Inc.	07/20/2023	1,250.00
Report Total (5 checks):				<u>\$ 10,927.60</u>

# Accounts Payable

## Checks by Date - Summary by Check Number

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March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
(951) 656-7000  
www.marchjpa.com

### Green Acres - Fund 300

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3009305	ABILITY	Ability Counts, Inc.	07/13/2023	13,500.00
3009306	Automate	Automated Gate Services, Inc.	07/13/2023	120.00
3009307	ChristRo	Christianson Roofing	07/13/2023	850.00
3009308	HDFacil	HD Supply Facilities Maintenance, Ltd.	07/13/2023	767.72
3009309	Montg	Montgomery Plumbing	07/13/2023	3,900.00
3009310	PHILLIPS	Phillips 66-CO./SYNCB	07/13/2023	177.70
3009311	StaplesA	Staples Business Credit	07/13/2023	68.06
3009312	SouthCou	South County Pest Control, Inc.	07/13/2023	244.00
3009313	sce4	Southern California Edison	07/13/2023	93.22
3009314	HOMEDE	Home Depot Credit Services	07/13/2023	512.61
3009315	ALPINE	Robert Vernieri	07/13/2023	2,947.50
3009316	VERIZ2	Verizon Wireless	07/20/2023	116.58
3009317	sce4	Southern California Edison	07/20/2023	847.46
3009318	wmwd	Western Municipal Water District	07/20/2023	46,222.36
3009319	MARCHUT	March Joint Powers Utility Authority	07/20/2023	12,201.95
3009320	Automate	Automated Gate Services, Inc.	07/20/2023	621.25
3009321	frontier	Frontier Communications	07/20/2023	23.78
3009322	SouthCou	South County Pest Control, Inc.	07/20/2023	207.00
3009323	wmwd	Western Municipal Water District	07/20/2023	825.56
Report Total (19 checks):				<u>\$ 84,246.75</u>

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** September 27, 2023

**Action:** **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH AYALA HR CONSULTING, LLC FOR HUMAN RESOURCES SERVICES AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

**Motion:** Move to approve a Professional Services Agreement with Ayala HR Consulting, LLC for human resources services and authorize the Executive Director to execute the agreement.

**Background:**

On July 20th, 2023, Ayala HR Consulting, LLC, entered into a short-term agreement with March JPA to provide human resources support services to include review of personnel policies and procedures, report preparations for upcoming budget reviews, adjustments and audits. Given the complexity of organizational changes associated with the sunseting of the agency, it is necessary to secure expertise that not only specialize in extensive human resources services but can effectively prepare the agency for annual audits over the next two years. As such, to sustain the agency's municipal service needs, staff recommends the approval of a Professional Services Agreement with Ayala HR Consulting, LLC, and authorize the Executive Director to execute the agreement.

**Attachment:** Ayala HR Consulting, LLC Professional Services Agreement

**MARCH JOINT POWERS AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 27<sup>th</sup> day of September, 2023, by and between the March Joint Powers Authority, a joint powers authority, organized under the laws of the State of California, with its principal place of business at 14205 Meridian Parkway, Suite #140, Riverside, County of Riverside, State of California ("Authority") and Ayala HR Consulting, LLC, a California corporation, with its principal place of business at 916 Grove Court, Claremont, CA 91711 ("Consultant"). Authority and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

Authority desires to engage Consultant to render such professional services for the human resources consulting ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from September 27, 2023 to June 30, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Responsibilities of Consultant.**

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

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

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

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

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

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

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all



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

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

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

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

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

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

### 3.2.11 Insurance.

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

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

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

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

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

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

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

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

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

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

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

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

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

right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

3.2.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems

necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

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

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

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

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

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to Authority a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. Authority shall, within 30 days of receiving such invoice, review the invoice and pay all non-

disputed and approved charges. If the Authority disputes any of Consultant's fees, the Authority shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.

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

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

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

### **3.5 Accounting Records.**

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

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

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

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

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

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

Consultant: Ayala HR Consulting, LLC  
916 Grove Court  
Claremont, CA 91711  
ATTN: Amelia Ayala

Authority: March Joint Powers Authority  
14205 Meridian Parkway, Suite #140  
Riverside, CA 92518  
ATTN: Executive Director

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

### 3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of Authority, and shall not be used in whole or in substantial part by Consultant on other projects without the Authority's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Authority reproducible copies of all Documents & Data, in a form and amount required by Authority. Authority reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Authority at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Authority upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Authority any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Authority upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Authority and provide Authority with the opportunity to obtain the documents.

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

3.6.3.3 Right to Use. Authority shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at Authority's sole risk. If Authority uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and



hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Authority upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

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

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

3.6.5 Indemnification.

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

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

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

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

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

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

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

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

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term

referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Authority include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO  
PROFESSIONAL SERVICES AGREEMENT BY AND  
BETWEEN THE MARCH JOINT POWERS AUTHORITY  
AND AYALA HR CONSULTING, LLC**

**MARCH JOINT POWERS AUTHORITY**

**AYALA HR CONSULTING, LLC  
A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Grace I. Martin, DPPD  
Executive Director

By: \_\_\_\_\_  
Amelia Ayala

*Attest:*

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

*Approved as to Form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

JPC Approval: 09.27.23-8.5

## **EXHIBIT "A" SCOPE OF SERVICES**

Amelia Ayala (Ayala HR Consulting, LLC) will continue to serve as the Human Resources Consultant for the MJPA. Consultant will handle the day-to-day functions in the Human Resources Department - protecting the Authority as it relates to state and local laws.

As well as handling the day-to-day functions in the Human Resources Department, the following deliverables will be performed by the Human Resources Consultant:

### **Job Descriptions**

Assessment: Consultant shall review all current employee job descriptions. Job descriptions need to be revised/updated, accurate, formatted, and dated appropriately. For the purposes of Employee Performance Evaluations and Employee Discipline, job descriptions must be accurate and up to date.

Implementation: Consultant shall meet with each employee, individually, to review their job description and have the employee give input as to duties and responsibilities (essential functions) and make additions and/or deletions. Consultant will meet with Dr. Grace Martin for review and approval of revised and reformatted job descriptions.

### **Personnel Files**

Assessment: Consultant shall review all current employee personnel files. All employee personnel files need to be organized, made orderly, and arranged appropriately. Any/all medical information (i.e., documents/records) must be filed separately from the personnel file. There should be a separate Medical File and a separate Workers' Compensation file for each employee, accordingly. I-9 Forms must be filed in a separate binder (alphabetically), and this binder must be in a locked cabinet.

Implementation: Consultant shall remove from each employee's personnel file, all medical forms, workers' compensation forms, and I-9 Forms. The Consultant shall label and organize each section of the personnel file – organizing in date order all the documents as per Personnel Rules and Regulations - Section 11 Employee Records and Files (i.e., salary, changes in employment status, performance evaluations, disciplinary documents, etc.). Consultant shall create a separate Medical File and a separate Workers' Compensation File accordingly. Consultant will maintain and ensure all Personnel, Medical, and Workers' Compensation Files are accurate and compliant.

### **I-9 Form (Employment Eligibility Verification) Forms**

Assessment: Consultant shall review the I-9 Forms as well as the Personnel Rules and Regulations - Section 4.N. Employment Eligibility Verification.

Implementation: Consultant shall meet with some employees to complete an I-9 Form. Once the I-9 Forms were completed and signed, an I-9 Form binder shall be created, and kept on file in a locked cabinet.

### **JPA Transition to Airport Process**

Assessment: Executive Director, Dr. Grace Martin, is relying on the expertise and experience of

Consultant related to Transitions.

Implementation: The Consultant will work collaboratively with Dr. Grace Martin and Legal Counsel related to the Transition to Airport Process referring to the MJPA Personnel Rules and Regulations. The Consultant will also create new job descriptions and handle the recruitment process for the Transition to Airport.

### **Document Management Software**

Assessment: Consultant shall review the current employee information database system.

Implementation: Consultant will work with representatives from Canon to scan pertinent documents and produce informational data for each employee. This will give the March JPA a system similar to a Human Resources Information System (HRIS).

### **Revise existing March JPA COVID Worksite Preparedness Plan**

Assessment: Consultant shall review the current March JPA COVID Worksite Preparedness Plan and reached out to Legal Counsel for the latest CalOSHA updates to revise the current Plan.

Implementation: Consultant shall work with Legal Counsel and prepare the “COVID-19 Prevention Procedures (“CPP”) for the March JPA.” Consultant prepared the Resolution and Agenda Item for March JPA Commission approval at the June 14, 2023, Commission Meeting. Consultant will introduce the approved CPP to staff so that every employee understands the CPP and their roles and responsibilities.

### **Required Staff Training (Sexual Harassment Supervisor Training)**

Assessment: Consultant shall review all employee personnel files for compliancy related to AB1825 - Harassment Prevention/Discrimination Program and SB 1343 - Sexual Harassment Prevention Training.

Implementation: Because the MJPA is obligated to provide mandatory training to all employees (including supervisors) every two (2) years, Consultant will work with Legal Counsel to begin the scheduling of the mandatory training.

### **Recruitment/Onboarding/Exit Process**

Assessment: Consultant shall review database files and the Personnel Rules and Regulations - Section 4 Recruitment and Selection.

Implementation: Consultant will handle the recruitment process including posting vacancies, screening applications, scheduling interviews, and conducting background checks. Consultant will also handle the onboarding process as well as the exit process.

### **Employee/Retiree Benefits/Open Enrollment**

Assessment: Consultant shall review the Employee Benefits Program – Open Enrollment.

Implementation: Consultant will handle the Employee Benefits Program and the Open Enrollment

Process for all employees and retirees – ensuring employees make necessary benefit changes timely and are aware of medical, dental, and vision plans. This also includes making sure employees are aware of the short/long term disability policies and life insurance policies.

### **Revise/Create Forms (i.e., FMLA, Military Leave, Vac/Sick Leaves, etc.)**

Assessment: Consultant shall review several of the Forms used by employees at March JPA.

Implementation: Consultant will refer to state and federal laws related to the required Medical Leave Forms needed for employees – revising and creating Forms. Once Forms have been revised/created, the Consultant will meet with staff to ensure that every employee is informed and understands the process.

### **Progressive Discipline/Training**

Assessment: Consultant shall review the discipline language in the Personnel Rules and Regulations – Section 9 Disciplinary Actions and Appeal Process.

Implementation: Consultant will produce Progressive Discipline Training (using Section 9 of the Personnel Rules and Regulations) and provide Training for all supervisors. The Training will include samples of progressive disciplinary actions: formal verbal warning, written reprimand, disciplinary suspension, reduction in pay, demotion, and dismissal.

### **Employee Performance Evaluations/Training**

Assessment: Consultant will review the Employee Performance Evaluation process and the Personnel Rules and Regulations – Section 5 B Employee Performance Evaluation as well as Section 5 C Progression on Merit Steps.

Implementation: Consultant will work collaboratively with Dr. Grace Martin and make recommendations regarding the current Employee Performance Evaluation Form and process. If there are any revisions, the Consultant will provide Employee Performance Evaluation Training to staff so that every employee understands the process.

### **Workers' Compensation Program – Post Form 300-A**

Assessment: Consultant shall review the Workers' Compensation Program.

Implementation: Consultant will find the Agreement between March JPA and PERMA to be informed as to the services we are entitled to from PERMA. We should be entitled to a Quarterly File Review, which informs us of what cases are open, the plan for closing the case, closed cases, and any future medical costs to March JPA. Consultant will produce an Employee Injury/Illness Form and a Supervisor Injury/Illness Form. Consultant will also produce an Injury/Illness Flow Chart for all employees to follow if/when they are injured on the job. The Flow Chart will show employees what to do first, what Forms to complete and sign, and where to go for treatment. Once the Consultant finds out where employees go for treatment, the Consultant will visit the Medical Facility and introduce herself and ask if there is anything they need of us to better assist our employees when they arrive at their Medical Facility. Once all this is done, the Consultant will provide Workers' Compensation Training for all staff, which will include handouts of new Forms and Flow Chart. Consultant will also post the Workers' Compensation Form 300-A in our Break Room. Form 300-A is the Summary of Work-Related Injuries and Illnesses, which is to be

posted in the workplace annually. At the end of each calendar year, Form 300-A must be completed and certified by a company executive as correct and complete and posted in the workplace where notices to workers are usually posted. It must be posted for three months, from **February 1 until April 30.**

### **Labor Law Posters**

Assessment: Consultant shall assess the Labor Law Posters wherever employees are gathered.

Implementation: Consultant will ensure that updated Labor Law Posters are posted where employees gather – at all March JPA facilities.

### **General Liability Program**

Assessment: Consultant shall review the General Liability Program.

Implementation: Consultant will work collaboratively with PERMA and Admin Sure, our Third-Party Administrators for General Liability, to ensure we are following their procedures related to filing claims and submitting forms and documentation on a timely manner.

### **Safety/Emergency Program**

Assessment: Consultant shall review the Safety/Emergency Program.

Implementation: Consultant will work collaboratively with Dr. Grace Martin related to Emergency Operating Center (EOC) Training with specific roles for Management, and Evacuation/Fire Drills. Consultant will generate Emergency Contact Information for every employee and keep it current on file.

### **Review/Update/Create March JPA Policies – Personnel Rules and Regulations**

Assessment: Consultant will review everything in the March JPA Personnel Rules and Regulations for the purposes of updating and revising according to state and local law.

Implementation: Consultant will work collaboratively with Dr. Grace Martin and Legal Counsel on revisions and prepare them for March JPA Commission approval.

### **Miscellaneous – Purchased Equipment/Bar Coding**

Assessment: Consultant shall review the Bar-Coding System for March JPA property.

Implementation: Consultant will update and recreate the current System used for March JPA property (i.e., laptops, cell phones, etc.). Consultant will work with staff to verify March JPA insured property is properly listed and verified by a Bar Coding System.



**EXHIBIT "B"  
COMPENSATION**

Compensation for Consultant: \$95.00 per hour

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** September 27, 2023

**Action:** **ADOPT RESOLUTION JPA 23-17 ADOPTING AN EMPLOYEE RETENTION POLICY**

**Motion:** Move to Adopt Resolution JPA 23-17 Adopting an Employee Retention Policy.

**Background:**

On April 18, 2023, the member agencies of the March Joint Powers Authority adopted the 14<sup>th</sup> Amendment to the Joint Powers Agreement (the “14<sup>th</sup> Amendment”). Therefore, effective July 1, 2025, the 14<sup>th</sup> Amendment eliminates the March Joint Powers Authority’s land use authority, resulting in land use authority and the associated responsibilities defaulting to the County of Riverside.

It is anticipated that, because of the reduction in duties of the Authority, staffing levels will likely be reduced effective July 1, 2025. Between now and July 1, 2025, the Authority must continue to perform all its obligations in addition to the extra work required because of the transition.

Competent, capable, and experienced staffing is crucial to the Authority’s operations and an effective transition process.

Staff recommends the adoption of the Employee Retention Policy to encourage and incentivize existing employees to remain with the Authority through July 1, 2025.

**Attachment:**

- 1) Resolution JPA 23-17
- 2) Attachment A: March Joint Powers Authority Employee Retention Policy

**RESOLUTION JPA 23-17**

**A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY, ADOPTING AN EMPLOYEE RETENTION POLICY**

**WHEREAS**, on April 18, 2023, the member agencies of the March Joint Powers Authority adopted the 14<sup>th</sup> Amendment to the Joint Powers Agreement (the “14<sup>th</sup> Amendment”); and

**WHEREAS**, effective July 1, 2025, the 14<sup>th</sup> Amendment eliminates the March Joint Powers Authority’s land use authority, resulting in land use authority and the associated responsibilities defaulting to the County of Riverside; and

**WHEREAS**, it is anticipated that, as a result of the reduction in duties of the Authority, staffing levels will likely be reduced effective July 1, 2025; and

**WHEREAS**, between now and July 1, 2025, the Authority must continue to perform all of its obligations in addition to the extra work required as a result of transition; and

**WHEREAS**, competent, capable, and experienced staffing is critical to the Authority’s operations and an effective transition process; and

**WHEREAS**, the Commission therefore wishes to adopt the Employee Retention Policy in order to encourage and incentivize existing employees to remain with the Authority through July 1, 2025.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Joint Powers Commission of the March Joint Powers Authority at its regular meeting held on September 27, 2023, as follows:

**SECTION 1.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** The Commission does hereby approve and adopt the Employee Retention Policy, a copy of which attached hereto as “Attachment A” and by this reference made a part hereof.

**SECTION 3.** This Resolution shall be effective immediately after its adoption.

**PASSED, APPROVED, and ADOPTED** this 27th day of September, 2023.

---

Chuck Conder, Chair  
March Joint Powers Commission

**ATTEST:**

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution JPA 23-17 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on September 27, 2023 by the following called vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: September 27, 2023

---

Cindy Camargo  
Clerk, March Joint Powers Commission

**Attachment A**  
**to**  
**Resolution JPA 23-17**



## MARCH JOINT POWERS AUTHORITY

### EMPLOYEE RETENTION POLICY

As of July 1, 2025, the duties of the March Joint Powers Authority (“MJPA”) under the Joint Powers Agreement will be significantly reduced based on the elimination of land use duties and obligations. At such point, many of the job duties which are now being performed by MJPA employees will be eliminated, which will in turn result in the elimination of some of the current MJPA positions. For the nearly two years until July 1, 2025, however, the MJPA must continue to fulfill all customary duties and obligations currently being performed by its employees.

To incentivize employees to remain employed with the MJPA through June 30, 2025, MJPA will provide the following:

1. Cost of Living Adjustments:
  - A. Effective upon adoption of this Retention Policy: The salaries for all MJPA positions, excluding the Executive Director, shall be increased by eight percent (8%), retroactive to the pay period which includes July 1, 2023. Any person employed by MJPA between the pay period which includes July 1, 2023, and the date that the Retention Policy is adopted will receive payment for the retroactive increase, prorated based on a start date after the pay period which includes July 1, 2023.
  - B. Effective the pay period which includes July 1, 2024: The salaries of all MJPA employees employed as of July 1, 2024, shall be increased by six percent (6%).
2. MJPA employees who remain employed by MJPA through June 30, 2025, and whose employment with MJPA is terminated as of that date, such that they are no longer employed at MJPA in any capacity, shall receive a severance payment equal to three (3) months of their salary at the rate in effect on the separation date, in exchange for signing a separation and general release agreement which will be presented to such employees at that time.

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** September 27, 2023

**Action:** **ADOPT RESOLUTION JPA 23-18 A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION APPROVING THE AMENDED AND RESTATED MARCH JOINT POWERS AUTHORITY PERSONNEL RULES AND REGULATIONS**

**Motion:** Move to adopt Resolution JPA 23-18 a Resolution of the March Joint Powers Commission approving the amended and restated March Powers Authority Personnel Rules and Regulations.

**Background:**

The March JPA originally adopted its Personnel Rules and Regulations on October 2, 1996. Since that time operational documents have been amended several times.

The March JPA is committed to providing updated and current policies and procedures for all employees.

The March JPA staff has updated the personnel rules and regulations to ensure compliance and to “clean up” various sections in the manual for further clarification.

Since the edits were substantive, it was recommended the document be “Amended and Restated.”

**Attachments:**

- 1) Resolution JPA 23-18
- 2) Redlined Amended and Restated March Joint Powers Authority Personnel Rules and Regulations

## RESOLUTION JPA 23-18

### **A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY APPROVING THE AMENDED AND RESTATED MARCH JOINT POWERS AUTHORITY PERSONNEL RULES AND REGULATIONS**

**WHEREAS**, the March Joint Powers Commission (“Commission”) approved and adopted the Personnel Rules and Regulations of the March Joint Powers Authority (“Authority”) to clarify the duties, expectations, compensation and benefits pertaining to the employees of the Authority; and

**WHEREAS**, the March Joint Powers Commission (“Commission”), the Authority’s governing body, is empowered to amend policies for the operation and administration of Authority business; and

**WHEREAS**, the Authority periodically reviews its policies, practices and procedures to ensure they (1) are consistent with changing state and federal law; (2) efficiently effectuate the Authority’s goals and (3) maximize the use of public resources; and

**WHEREAS**, the Personnel Rules and Regulations of the March Joint Powers Authority (“Authority”) to define the overall the rules and regulations governing the employees and agency; and

**WHEREAS**, the Authority’s legal counsel has reviewed the Authority’s Personnel Rules and Regulations (“Personnel Rules and Regulations”), previously approved and adopted and setting forth the duties, expectations, compensation and benefits pertaining to the employees of the Authority, and has suggested various amendments and revisions thereto; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred;

**NOW THEREFORE, THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The Commission hereby approves the amendments to the Personnel Rules and Regulations and adopts the Personnel Rules and Regulations in its entirety, attached hereto as Exhibit “A” and incorporated herein by reference.

a. Any and all prior versions of the Personnel Rules and Regulations are hereby repealed and shall have no further force or effect.

b. The Authority is hereby directed to provide an updated copy of the Personnel Rules and Regulations to all employees of the Authority as soon as administratively feasible, with a signed acknowledgement by each employee.

**Section 2.** The Chair of the March Joint Powers Authority Commission shall sign this Resolution and the Clerk of the Commission shall certify the adoption thereof.



**Section 3.** This Resolution shall be effective upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 27<sup>th</sup> day of September, 2023.

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Chuck Conder, Chair  
March Joint Powers Commission

**ATTEST:**

I, Cindy Camargo, Clerk of the March Joint Powers Authority Commission, do hereby certify that the foregoing Resolution JPA 23-18 was duly and regularly adopted by the Commission of the March Joint Powers Authority at a regular meeting thereof held this 27<sup>th</sup> day of September, 2023, by the following called vote:

Ayes:

Noes:

Abstain:

Absent:

Date: September 27, 2023

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Cindy Camargo, Clerk  
March Joint Powers Authority Commission

**EXHIBIT "A"**

**Amended and Restated  
March Joint Powers Authority Personnel Rules and Regulations**

# **MARCH JOINT POWERS AUTHORITY**

## **PERSONNEL RULES AND REGULATIONS**

**Adoped October 2, 1996**

**Revised and Adopted 01/08/1997, 01/22/1997, 10/21/1998, 11/18/1998,  
07/19/2000, 01/19/2005, 12/17/2008, 02/17/2010, 04/21/2010,**

**Amended and Restated 04/18/2012**

**Amended 07/16/2014,**

**12/17/2014, 04/06/2016, 10/26/2016, 12/14/2016, 02/28/2018,**

**Amended and Restated 06/26/2019, 09/22/2021**

**Amended and Restated 09/27/2023**

**THE MARCH JOINT POWERS AUTHORITY**  
**PERSONNEL RULES AND REGULATIONS**

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**THE MARCH JOINT POWERS AUTHORITY**  
**PERSONNEL RULES AND REGULATIONS**

**ADOPTED OCTOBER 2, 1996**

**REVISED AND ADOPTED 01/08/1997, 01/22/1997, 10/21/1998, 11/18/1998, 07/19/2000, 12/20/2000, 01/19/2005, 12/17/2008, 02/17/2010, 04/21/2010, Amended and Restated 04/18/2012, Amended 07/16/2014, 12/17/2014, 04/06/2016, 10/26/2016, 12/14/2016, 02/28/2018, Amended and Restated 06/26/2019, 09/22/2021**

**Amended and Restated 09/27/2023**

**SECTION 1: GENERAL PROVISIONS**

**1.A AUTHORITY**

The March Joint Powers Commission (JPC) of the March Joint Powers Authority (JPA) is authorized pursuant to the JPA's powers under the California Government Code to adopt rules for the administration of the JPA's personnel system.

**1.B OBJECTIVES**

The objectives of these Personnel Rules and Regulations are to facilitate efficient and effective services to meet public needs as well as provide for an equitable system of personnel management in general local government.

These Rules and Regulations shall set forth in detail procedures which ensure fair and equitable treatment for those who compete for original employment and promotion within JPA employment and define many of the obligations, rights, privileges and prohibitions which are placed upon all employees in the competitive service of the JPA.

**1.C INTERPRETATION**

Within the limits of administrative feasibility, the JPA Executive Director shall be responsible for the interpretation of these Rules in cases where the proper application of a rule or any portion thereof is not clearly ascertainable. When such interpretation is required, the result shall be in harmony with the objectives set forth above.

**1.D DEFINITION OF TERMS**

All words and terms used in these Rules and in any ordinance or any resolution dealing with Personnel Rules and Regulations shall be defined as follows. For the purpose of convenience, the following words and terms most commonly used are defined.

**Appointing Authority:** The Executive Director or designee who, in his or her individual capacity, has the final authority to appoint a person to a position of employment. In the case of the Executive Director, the JPC shall be the Appointing Authority.

**Appointment:** The designation of a person to fill a position of employment.

**“At-Will” Employment:** “At-will” employees serve at the will and pleasure of the Executive Director and may be terminated at any time, with or without notice, with or without cause, and without any right to any type of appeal or hearing.

**Regular Employee:** An employee hired for an indefinite term into a budgeted position, who is regularly scheduled to work no less than 1000 hours per year, has successfully completed his or her probationary period, and has been retained as provided in these Rules.

**Classification:** A certain group of job positions with the same title, salary range, and benefit package.

**Classification Plan:** A listing of all JPA positions including the grade, title, and benefit category contained in the annual fiscal year budget, as determined by the Executive Director and adopted by JPC.

**Compensatory Time:** Time accrued or taken off from work with pay, in lieu of paid overtime compensation.

**Competitive Service:** The merit system whereby JPA employees are hired and promoted through a competitive process based upon objective standards of merit to assure fair consideration in all aspects of employment/promotion.

**Contractual Employee:** An employee hired and paid pursuant to the terms and conditions of a specified written contract between such an employee and the JPA.

**Days:** Calendar days unless otherwise stated.

**Demotion:** The voluntary or involuntary transfer of an employee from one classification to another classification with a lower salary grade or to a lower step in a classification grade or hierarchy of positions.

**Disciplinary Action:** The discharge, demotion, reduction of pay, suspension, placing on probation, or the issuance of a written reprimand or formal warning or any other action for punitive, corrective or disciplinary reasons.

**Disciplinary Suspension:** A disciplinary action that temporarily separates an employee from JPA service without pay.

**Eligibility List:** A list of all persons eligible for appointment to a particular classification after final testing/interviews as determined by the Human Resources Officer.

**Emergency Appointment:** An appointment made to meet immediate requirements of an emergency condition, such as fire, flood or earthquake, which threatens life or property, where such employment is not anticipated to endure beyond the duration of such an emergency period.

**Employee:** An appointed person occupying a position in the JPA employment, providing personal services to the JPA or its residents. This excludes independent and outside contractors, commissioners, members of advisory boards, and volunteers.

**Executive Management Employee:** Those employees who qualify for executive exemption under FLSA and for a certain benefits package.

Fiscal Year: A 12-month period from July 1 to June 30 in which the JPA plans, budgets, appropriates, and expends its funds.

Flexible Work Schedule: An Executive Director-approved variation from the standard daily work hour schedule of ~~8:00 a.m. to 5:00 p.m.~~ 7:00 a.m. to 5:30 p.m., Monday through Thursday.

Full-time Employee: An employee who is regularly scheduled and expected to work 40 hours or more during a workweek.

Furlough: A Management-dictated, mandatory, reduced working period implemented to save JPA funds during difficult economic times.

General Non-Exempt Employee: An employee who is not exempt from the pay and overtime provisions of FLSA and who qualifies for a certain benefits package.

Grade: A number assigned to a position title which indicates the salary range for that position.

In-House Competitive Examination: A type of examination open only to JPA employees meeting the minimum qualifications for a particular classification.

Intern: A student or a recent graduate undergoing supervised practical training, usually a non-compensated position.

JPA: The March Joint Powers Authority.

JPC: The March Joint Powers Commission, which is the governing body of the JPA.

Leave of Absence Without Pay: A period of time during which an employee may take time off without receiving compensation or benefits, unless otherwise stated in these Rules.

Merit Salary Increase: The increase of an employee's salary within the salary range established for the classification the employee occupies, which is based on performance or merit, not solely on longevity.

Middle Management Employee: Division Heads and those who qualify for executive exemption under FLSA and for a certain benefits package.

Misconduct: Any act or unsatisfactory job performance which may be subject to disciplinary action.

Modified Work Schedule: Any work pattern schedule other than a usual ~~8:00 a.m. to 5:00 p.m.~~ 7:00 a.m. to 5:30 p.m., Monday through Thursday schedule as approved by the Executive Director.

Open Competitive Examination: A type of examination open to all persons meeting the minimum qualifications for a particular position.

Overtime: The time which an employee is required or permitted to work beyond 40 hours per week. Overtime compensation, taken as paid time or as compensatory time, shall be authorized as provided in Section 6.A.

Part-time Employee: An employee who is regularly scheduled and expected to work less than 40 hours per week on a year round basis.



Position: A specific job assigned to a job classification.

Probationary Employee: An employee who is serving his or her probationary period.

Probationary Period: A working test period which is part of the selection process, during which an employee is required to demonstrate his or her fitness for the position to which assigned. Newly hired probationary employees are subject to at-will employment, as are all other employees.

Professional/Administrative/Management Employee: An employee who qualifies for the executive (Professional/Administrative/Management) exemption under FLSA and for a certain benefits package.

Promotion: The advancement of an employee from one classification to another classification having a higher salary range.

Reclassification: The reassignment from one classification description, grade or status to a different classification description, grade or status in accordance with a re-evaluation of the minimum qualifications, duties, and responsibilities of the position in question. Simple title changes are not reclassifications.

Reduction-in-Force (RIF): A layoff in the work force.

Resignation: The voluntary separation by an employee from JPA employment.

Rules: These Personnel Rules, as they may be amended from time to time.

Salary Anniversary Date:

1. New Hires: The employee's salary anniversary date shall be six months after the conclusion of the employee's probationary period, and annually thereafter.
2. Promotional: The employee's salary anniversary date shall be the date on which the employee's promotional probationary period concludes, and annually thereafter.
3. Leave of Absence Without Pay: Except as specifically provided in these Rules, any non-probationary employee who takes an authorized leave of absence without pay shall have his or her salary anniversary date extended the same amount of time as his or her period of leave.

Salary Plan: An annual listing of the minimum through maximum salary grades of pay for all defined JPA classifications, as prepared by the Executive Director and adopted by the JPC.

Salary Range: The range of pay an employee can earn while employed in a particular classification.

Seniority: The length of an employee's continuous service in a regular JPA position.

Staffing Plan: The classification titles, salary grades and number of allocated positions for a designated fiscal year, as determined by the Executive Director and adopted by the JPC.

Standards of Conduct: Those rules which are intended to govern the actions of JPA employees during their course of employment with the JPA with respect to the employee's job performance.

Step: The various increments of a salary range, from minimum to maximum, authorized for the subject classification.

Temporary Employee: An employee hired on a temporary basis.

Termination: The involuntary separation of an employee from JPA service because of retirement, resignation, permanent disability, death, or dismissal.

Reassignment: The change to the employee's job description without changing the employee's salary grade and usually within the same classification.

Workweek: A regularly reoccurring period of 7 consecutive 24 hour days beginning at 12:01 a.m. on Monday and concluding at 12:00 p.m. (midnight) the following Sunday night.

### **1.E ADMINISTRATION OF THE PERSONNEL RULES AND REGULATIONS**

The Executive Director shall administer the JPA Personnel Rules and Regulations and may delegate any of the powers and duties related thereto to any other officer or employee of the JPA or may recommend that such powers and duties be performed under contract as provided in Section 1.F of these Rules. The Executive Director shall:

1. Act as the appointing authority for all JPA employees except those officers and employees directly appointed by the JPC.
2. Administer all of the provisions of these Personnel Rules except as specifically reserved to the JPC.
3. Prepare and recommend to the JPC any appropriate Personnel Rules and revisions to such Rules.
4. Prepare or cause to be prepared, and revise as appropriate, a position classification schedule, including class specifications.
5. Have the authority to discipline JPA employees, up to and including termination, in accordance with these Personnel Rules, and subject to the applicable appeals procedure provided herein.
6. Provide for the publishing or posting of notices of examinations for positions in the competitive service; the flexibility to waive certain job-stated qualifications for good cause when it is in the best interests of the JPA; the receiving of applications therefor; the conducting and grading of examinations; the establishment of a list of all persons eligible for appointment to the appropriate position in the competitive service; and the performance of any other duty which may be desirable or required for the effective implementation of these Rules.
7. Appoint employees on a temporary basis without competitive examination.
8. Determine standardized daily work hours and schedules and approve variations to the standard schedule.

## **1.F CONTRACTS FOR SPECIAL SERVICES**

The Executive Director may contract for the performance of technical services in connection with the establishment or operation of the personnel system. In addition, the Executive Director may determine the circumstances under which it is in the best interests of the JPA to contract for such services, and to enter into contracts for such services with JPC approval. The contract may be with any qualified person or public or private agency for the performance of any or all of the following:

1. The preparation of Personnel Rules and subsequent revisions and amendments.
2. The preparation of a position classification plan, and subsequent revisions and amendments.
3. The preparation, conduct, and grading of qualifying tests.
4. The conduct of employee training programs.
5. Special and technical services of advisory or informational character on matters relating to personnel administration.
6. Professional services.

## **1.G APPLICATION AND EXCEPTIONS**

These Rules shall apply to all offices, positions, and employments in the service of the JPA, including those as defined in Section 1.D of these Rules, as well as interns and volunteers, with the exception of the following:

1. Members of the JPC and other elected officials.
2. Members of commissions and advisory bodies appointed by the JPC or Executive Director.
3. Direct appointees of the JPC who are not employees of the JPA.
4. Independent contractors, engaged to provide expert, professional, technical, or other services.

Any exceptions will be addressed on a per policy basis.

## **1.H VALIDITY OF RULES (SEVERABILITY)**

If any section, subsection, sentence, clause, phrase or portion of these rules is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, or equivalent thereof, such decision shall not affect the validity of the remaining portions of these rules. The JPC hereby declares that it would have adopted these rules and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

## **1.I VIOLATION OF RULES**

Violation of these Rules may be grounds for disciplinary action, subject to the applicable appeals procedure provided herein.

## **1.J CONFLICTS OF INTEREST AND ACCEPTANCE OF GIFTS AND OTHER GRATUITIES**

JPA employees should serve the needs and respond to the wishes of all citizens equally without regard to their personal gain. JPA employees should perform their duties in an impartial manner, free from bias caused by their own financial interests or the financial interests of other persons. Therefore, it is the policy of the JPA that all JPA employees shall avoid situations which might be interpreted as involving or creating a conflict of interest between the employee's duties and responsibilities as a public employee, and the employee's personal and private interest.

Employees should not take part in the consideration of any application, proceeding or other matter involving their own personal property, real estate, investment or other interest, or that of any relative or close personal acquaintance. In all such situations, the employee should disclose the nature of the relationship to his or her immediate supervisor and request to be relieved of any responsibility or involvement in such matter.

The acceptance of gifts, favors, or any other form of compensation or gratuity may be viewed as influencing or compromising or attempting to influence or compromise the judgment of an employee. To prevent such a conflict, employees shall discourage any offer of a gift, favor or any form of compensation or gratuity. Gifts that can and will be shared with office staff, such as boxes of candy, flowers, and food, may be viewed as exceptions. Being hosted by a JPA contractor or potential JPA contractor is not a conflict of interest, provided that all financial disclosure laws and regulations are complied with.

Employees who receive or are offered an unanticipated gift, favor or gratuity, should consult the Executive Director to determine an appropriateness of acceptance.

JPA employees shall not solicit or accept donations for JPA-sponsored events unless waived for specific events by express written authorization of the Executive Director.

## **1.K INCOMPATIBLE EMPLOYEE ACTIVITIES**

During a full-time employee's working hours, the employee is expected to devote his or her full time, attention and efforts to the performance of his or her assigned duties as a JPA employee. At no time shall any outside employment or activity be conducted during an employee's working hours or while on JPA's premises. No employee shall engage in any employment, outside activity, or enterprise which is inconsistent, incompatible, in conflict with, or interferes with his or her ability to safely and competently perform the duties, functions, or responsibilities of his or her position as a JPA employee. Employees who undertake outside employment shall notify their immediate supervisors in writing of the nature, duties, and hours of that employment before undertaking such employment, including military service in the Reserves or Guard.

No employee shall engage in any type of activity relating to an employee organization during the employee's working hours, except as expressly permitted by the Executive Director, Federal or State law, Memorandum of Understanding, or JPC directive.

## **1.L POLITICAL ACTIVITIES**

Pursuant to applicable law, no restrictions shall be placed on the political activities of any employee of the March JPA other than the following:

1. No person who holds, or who is seeking election or appointment to, any office or employment with the JPA shall, directly or indirectly, use, promise, threaten or attempt to use, any office, authority or influence, whether then possessed or merely anticipated, to confer upon or secure for any individual person, or to aid or obstruct any individual person in securing, or to prevent any individual person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the JPA, upon consideration or condition that the vote or political influence or action of such a person or another shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration. This prohibition shall apply to urging or discouraging the individual employee's action. (Government Code § 3204).
2. No employee shall directly or indirectly solicit political funds or contributions from persons known to him or her to be employees or officers of the JPA. No employee shall directly or indirectly solicit political funds or contributions from persons known to him or her to be on an employment list of the JPA. Employees, however, are not prohibited from communicating through the mail or by other means, outside of the hours of employment, requests for political funds or contributions to a significant segment of the public which may include officers or employees of the JPA. (Government § 3205).
3. No employee shall participate in any political activities while in uniform. (Government Code § 3206).
4. No employee shall engage in political activity during working hours or on JPA premises. (Government Code § 3207).
5. No employee shall engage, during his or her working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of any ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of the employees of the JPA; nor shall entry be permitted on JPA premises during working hours for such purposes. (Government Code § 3209).

## **1.M SAFETY AND HEALTH**

Each employee shall comply with all applicable safety laws, rules, and regulations. All employees shall follow safety practices, use personal protective equipment as required, render every possible aid to safe operations, and report to proper authority all unsafe conditions or practices. Refer to Illness and Injury Prevention Program (IIPP) located in the JPA library.

## **1.N - DRUG AND ALCOHOL USE POLICY**

### **1. Purpose of Guideline**

It is the goal of the JPA to provide a drug-free work place to each of its employees. Therefore, it is the policy of the JPA to prohibit its employees from using alcohol or drugs in connection with their employment

in order to maintain a work environment free from the effects of drug and alcohol use. Substance abuse can affect job performance, employee and public safety, and the public's perception of the JPA and its operations.

Employees who believe that they may have a substance abuse problem are urged to voluntarily seek confidential assistance from the JPA's Finance Manager. Thereafter, the JPA may, in its sole discretion, consider a referral for professional assistance or otherwise permit an employee to take time off to address the substance abuse problem.

The JPA will be firm in identifying and disciplining those employees who do not voluntarily seek assistance and who continue to use drugs or alcohol in violation of the JPA's policies. The JPA has a significant interest in ensuring the health and safety of its employees, in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its property, equipment, and operations. The use of drugs, alcohol, or any other substance which alters an employee's behavior can affect an employee's ability to perform his or her duties safely and effectively, and increase the potential for accidents, absenteeism, substandard performance, poor employee morale, and can damage the JPA's reputation. As a condition of continued employment with the JPA, each employee must abide by this Guideline.

## **2. Definitions**

For purposes of this Guideline:

- a. "Illegal drugs or other controlled substances" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.
  - i. Despite its legal status in California, marijuana remains an illegal drug pursuant to controlling federal law. Accordingly, the JPA considers all forms of marijuana, whether for medicinal or recreational use, an "illegal drug" for the purposes of this Guideline.
- b. "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.
- c. "Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
- d. "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.
- e. "Possession" means that an employee has the substance on his or her person or otherwise under his or her control.

## **3. Prohibited Conduct**

- a. Scope. The prohibitions of this section apply whenever the interests of the JPA may be adversely affected, including any time an employee is:
  - i. On the JPA's premises;
  - ii. Conducting or performing the JPA's business, regardless of location;
  - iii. Operating or responsible for the operation, custody, or care of the JPA's equipment or other property; or
  - iv. Responsible for the safety of others in connection with, or while performing, JPA-related business.
- b. Alcohol. The following acts are prohibited and will subject an employee to discharge
  - i. The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or
  - ii. Being under the influence of alcohol.
- c. Illegal Drugs. The following acts are prohibited and will subject an employee to discharge:
  - i. The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or
  - ii. Being under the influence of any illegal drug or other controlled substance.
- d. Legal Drugs. The following acts are prohibited and will subject an employee to discharge:
  - i. The abuse of any legal drug;
  - ii. The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
  - iii. Working while impaired by the use of a legal drug whenever such impairment might:
    - 1. Endanger the safety of the employee or some other person;
    - 2. Pose a risk of significant damage to the JPA's property or equipment; or
    - 3. Substantially interfere with the employee's job performance or the efficient operation of the Authority or the JPA's equipment.

#### **4. Disciplinary Action**

- a. Violation of Guideline: A first violation of this Guideline will result in discipline up to and including termination, subject to the applicable appeals procedure provided herein. In determining the level of discipline, the JPA may consider whether an employee

satisfactorily participates in and completes an approved drug or alcohol abuse ‘assistance’ or rehabilitation program when recommended by the JPA.

- b. Effect of Second Violation. If an employee is not terminated following a first violation of this Guideline, a second violation of this Guideline at any time will result in immediate discharge, subject to the applicable appeals procedure provided herein.
- c. Effect of Discharge on Eligibility for Rehire. Employees who are discharged for a violation of this Guideline will not be eligible for rehire by the JPA.
- d. Effect of Criminal Conviction. An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any JPA-related activity or event will be deemed to have violated this Guideline.

## **5. Use of Legal Drugs**

The JPA recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer’s instructions, may result in impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to the JPA’s property, or substantially interfere with the employee’s job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work. To accommodate the absence, the employee may use accrued sick leave or vacation time. The employee may also contact the Finance Manager to determine whether he or she qualifies for an unpaid leave of absence. Nothing in this Guideline is intended to sanction the use of accrued sick leave or vacation time to accommodate absences due to the abuse of legal drugs. Further, nothing in this Guideline is intended to diminish the JPA’s commitment to employ and reasonably accommodate qualified disabled individuals. The JPA will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

## **6. Unregulated or Authorized Conduct**

- a. Customary Use of Over-the-Counter Drugs. Nothing in this Guideline is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this Guideline.
- b. Off-the-Job Conduct. This Guideline is not intended to regulate off-the-job conduct, so long as the employee’s off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this Guideline.
- c. Authorized Use of Alcohol. The JPA may provide alcohol for consumption at certain events, such as social functions. The consumption of alcohol at these events does not violate this Guideline.

## **7. Confidentiality**

Disclosures made by employees to the Finance Manager concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related



reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees to the Finance Manager concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

#### **8. Employee Assistance Program**

The JPA maintains an Employee Assistance Program, administered by the Finance Manager, through Managed Health Network which provides help to employees who seek assistance for drug or alcohol abuse, as well as for other personal or emotional problems. Employees who suspect that they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees should be aware that participation in the Employee Assistance Program will not necessarily shield them from disciplinary action for a violation of this Guideline, particularly if discipline is imposed for a violation occurring before the employee seeks assistance.

#### **9. Searches of the JPA's Property and on the JPA's premises to Enforce this Guideline**

The JPA reserves the right to search JPA property, including but not limited to lockers, storage areas, furniture, JPA vehicles, and other places under the common control of the JPA and employees, and to enlist the assistance of law enforcement personnel in connection with the enforcement of this Guideline. Accordingly, employees are on notice that the above locations can be accessed at any time, with or without notice. Employees do not have a right to privacy in these areas and are encouraged to leave personal belongings or items at home.

### **1.0 POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION**

#### **Policy Statement.**

The JPA strictly prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable laws. This includes sexual harassment (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as sex (including sex stereotype, transgender), gender, gender identity, gender expression, sexual orientation, age (40 years and over), religion, religious creed (including religious dress and religious grooming), race (including traits associated with race, such as hair texture and protective hairstyles), color, national origin, ancestry, physical disability, mental disability, legally protected medical condition and information, genetic information, marital status, domestic partner status, protected family care or medical leave status, military caregiver status, military or veteran status, status as a victim of domestic violence, sexual assault, or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation, or holding or presenting a driver's license issued under section 12801.9 of the Vehicle Code (California only), or any other status protected by federal, state, or local laws.

#### **Application.**

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

All such harassment, discrimination, and retaliation is unlawful and will not be tolerated, whether it be of employees, officers, applicants, unpaid interns, persons providing services pursuant to a contract or

volunteers by managers, supervisors, co-workers, the public, members, or non-employees with whom the JPA has a business, service or professional relationship, like vendors and clients. Similarly, the JPA will not tolerate harassment, discrimination, or retaliation by its employees of non-employees with whom the JPA has a business, service or professional relationship, like the public, vendors, and clients.

### **Harassment Defined.**

The March Joint Powers Authority will not tolerate any form of harassment from its employees toward one another, from its employees toward the public, or from its members toward the employees.

Any documented harassment on the part of an employee is grounds for disciplinary action up to and including termination of employment, subject to any applicable appeals procedure provided herein.

Harassment may consist of offensive verbal, physical, written, or visual conduct when such conduct is based on or related to an individual's sex and/or membership in one of the above-described protected classifications, and:

1. Submission to the offensive conduct is an explicit or implicit term or condition of employment;
2. Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
3. The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
4. Examples of what may constitute prohibited harassment include, but is not limited to the following when based upon an employee's protected status as noted above:
  - Verbal conduct such as making or using derogatory comments, epithets, slurs, jokes, or verbal abuse, as well as making or using derogatory comments, epithets, slurs, jokes, verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, foul or obscene language, conversation containing sexual comments;
  - Visual conduct such as gestures and displaying of objects, posters, photographs, cartoons, or drawings;
  - Written conduct such as suggestive or obscene letters, emails, drawings, notes or invitations;
  - Physical conduct such as assault, unwanted touching (including unwanted hugs, pats, or other unwelcome physical contact), or blocking normal movement, or violating someone's "personal space";
  - Unwanted sexual advances, propositions or requests for sexual favors;
  - Offering employment benefits in exchange for sexual favors;
  - Making or threatening reprisals after negative response to sexual advances;

- Retaliation for reporting harassment or threatening to report harassment;
- Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;
- Prolonged staring or leering at a person; and
- Similar conduct directed at an individual on the basis of a protected classification.

### **Internal Reporting Procedure for Harassing, Discriminatory, and Retaliatory Conduct**

The JPA's complaint procedure provides for an immediate, thorough, objective and confidential investigation of any claim of unlawful or prohibited harassment, discrimination, and/or retaliation, appropriate disciplinary action against one found to have engaged in prohibited harassment, discrimination, and/or retaliation, and appropriate remedies for any victim of harassment, discrimination, and/or retaliation. A claim of harassment may exist even if the employee has not suffered an adverse employment action.

If you believe that you have been harassed, discriminated, and/or retaliated against, or if you are aware of or have witnessed the harassment, discrimination, and/or retaliation of others, you must immediately notify your supervisor, Human Resources representative, or the Executive Director, either verbally or in writing. You are not required to complain to any individual who is the one harassing, discriminating, and/or retaliating against you, nor do you have to complain directly to your immediate supervisor. Instead, as is mentioned above, you may report harassment, discrimination, and/or retaliation to Human Resources and the Executive Director. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etc.).

Supervisors who observe or otherwise become aware of harassment, discrimination, and/or retaliation that may violate this policy but who fail to immediately report what they have witnessed or become aware of to their supervisor, the Executive Director or Human Resources, will be disciplined.

### **Investigation.**

Upon the filing of a complaint with the JPA, the complainant will be provided with a copy of this policy. The Executive Director is the person designated by the JPA to investigate complaints of harassment, discrimination, and/or retaliation. The Executive Director may, however, delegate the investigation at his/her discretion. In the event the harassment, discrimination, and/or retaliation complaint is against the Executive Director, an investigator shall be appointed by the JPC.

### **Internal Documentation Procedure.**

All complaints of harassment, discrimination, and/or retaliation will be subject to an impartial, fair, timely, and thorough investigation by either a Human Resources representative qualified to perform the investigation or an independent third party investigator selected by the Executive Director, depending on the circumstances. The investigation will reach reasonable conclusions based on the evidence collected. The JPA will document the timely, thorough, and objective investigation of the harassment, discrimination, and/or retaliation allegations to ensure reasonable progress is being made in the investigation.

When the investigation has been completed, the JPA will normally communicate the results of the investigation to the complaining individual, to respondent, and, if appropriate, to others who are directly

involved. However, the complainant is not entitled to know the corrective action, if any, imposed on the respondent as that information is protected by the respondent's right to privacy.

### **Confidentiality.**

The JPA will maintain confidentiality to the extent possible as disclosure may be required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary. Any supervisor or manager who is informed of a complaint of harassment, discrimination, and/or retaliation by an employee, or any other individual, must report said complaint to the Human Resources immediately and must otherwise keep the matter confidential. Human Resources must also keep the matter confidential and not disclose the matter to any person who does not have legitimate work-related reasons for knowing of the complaint. Any supervisor, manager or Human Resources employee who fails to comply with this paragraph will be subject to disciplinary action, up to and including termination of employment.

### **Corrective Action.**

At the conclusion of the timely investigation, if it is determined that the JPA's policy against harassment, discrimination and retaliation has been violated, the JPA will take immediate and effective corrective action commensurate with the circumstances to ensure that further harassment, discrimination and/or retaliation will be prevented. Immediate discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, up to and including termination of employment, consistent with the requirements of law and Section 8 of these rules. As necessary, the JPA may monitor any incident of harassment, discrimination, and/or retaliation to ensure the inappropriate behavior has stopped. Appropriate action will be taken to ensure the employee who has been found to have been harassed, discriminated, and/or retaliated against will not be harassed, discriminated, and/or retaliated against in the future, including but not limited to redistribution of this policy, training, transfer, etc.

### **External Complaint Procedure**

In addition to the JPA's internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH) to report unlawful harassment, discrimination, and/or retaliation. The DFEH and the EEOC have the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may file a lawsuit in court. The courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office by checking the DFEH's website. Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with the EEOC or the DFEH and a right-to-sue notice has been issued. For more information, contact the Human Resources Department, or you may contact the nearest EEOC office at (800) 669-4000 or visit <http://www.eeoc.gov/>, or DFEH office at (800) 884-1684 or <http://www.dfeh.ca.gov/>.

### **Prohibition of Retaliation.**

Retaliation against anyone for opposing conduct prohibited by this policy or for filing a complaint with or otherwise participating in an investigation, proceeding or hearing conducted by the JPA, DFEH, or FEHC is strictly prohibited and may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

### **Employee Obligation.**

Employees are not only encouraged to report instances of harassment, discrimination, and/or retaliation, they are obligated to report instances of harassment, discrimination, and/or retaliation.

Employees are obligated to cooperate in every investigation of harassment, discrimination, and/or retaliation, including, but not necessarily limited to:

1. Coming forward with evidence, both favorable and unfavorable, relating to a complaint of harassment, discrimination, and/or retaliation.
2. Fully and truthfully making a written report or verbally answering questions when required to do so during the course of a JPA investigation of alleged harassment, discrimination, and/or retaliation.
3. Knowingly, falsely accusing someone of harassment, discrimination, and/or retaliation, or otherwise knowingly giving false or misleading information in an investigation of harassment shall be grounds for disciplinary action, up to and including, termination of employment.

### **1.P SMOKING POLICY**

Smoking (including smokeless tobacco and electronic cigarettes) is prohibited in all JPA facilities and in all JPA vehicles and rolling stock. AB846 (Gov. Code Section 7597) bans smoking within 20 feet of a public building.

### **1.Q COMPUTER/ELECTRONIC DEVICE(S) USAGE AND SOCIAL MEDIA**

**General Policy.** Fax machines, telephones, mobile devices, computers, and the internet are business tools that are of significant value to the JPA to facilitate and expedite communication. This Policy addresses the appropriate use and disclosure of electronic mail (“email”) messages sent or received by JPA employees, and authorized use of JPA’s email and computer systems. The communications portion of this Policy addresses the appropriate use and disclosure regarding fax, telephones, mobile devices, telephones, computers, and the Internet.

#### **Electronic Mail.**

**Scope And Application.** This Policy applies to all JPA employees, officers, volunteers, etc. who use JPA’s email system (“user(s)”).

**Access And Disclosure Of Email Messages.** Email communication is not private or confidential. Email users shall operate on the assumption that email may be subject to discovery or disclosure in a court or similar proceeding. Email users shall exercise the same level of care in deciding whether to use email, and in composing it, that they would exercise in the case of a communication set down on paper. Messages that appear to be lighthearted or innocuous when given orally may appear in a completely different light when put in writing, and email is equivalent to a written communication.

This statement of Policy shall not be construed as a statement or admission by the JPA that any particular email is in fact subject to disclosure under the Public Records Act, and such determination will be made on a case-by-case basis.

**Authorized Use Of Email Systems.** The primary use of email is for official JPA business

purposes, as necessary and desirable to meet JPA organizational needs and goals.

**Personal Use.** Incidental and occasional personal use of the email and email system is permitted. Such messages are subject to the access and disclosure statements set forth in the above Policy, however. Any personal communications shall be brief and occur occasionally. At JPA's option, the JPA may allow the personal use of email in an effort to make the employee more efficient and focused at work (i.e., to monitor a sick family member). If the personal use (non-JPA business) of email becomes the primary use or is disruptive to the efficiency of the employee at work, it becomes a prohibited act. Additionally, employees are permitted to use the JPA's email during non-work time to engage in union-related communications (if applicable).

**Protection Against Misuse.** Employees and non-employee users are responsible for all email originating from their user-ID. Adequate security systems are available to employees to ensure that email can be protected from misuse by others. Employees are responsible for using such systems effectively.

**Prohibited Acts.** The following actions are examples of prohibited acts involving email that may be grounds for disciplinary action:

- 1. Threatening Messages.** Users shall not send email messages of a threatening, obscene, or profane nature, or that would otherwise be reasonably considered to be offensive or disruptive or to infringe on the personal privacy of others.
- 2. Misrepresenting Email Sender.** Users shall not sign or otherwise identify email as coming from an individual other than the actual sender, unless the sender is authorized to send email on behalf of the other individual and the message is of a type authorized by the individual (e.g., it would be permissible for a secretary to send a meeting notice via email in the Supervisor's name, when authorized to do so by the Supervisor).
- 3. Harassing, Discriminatory, or Defamatory Use.** As set forth more fully in JPA's Policy Against Harassment, the JPA does not tolerate discrimination or harassment based on sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding and/or related medical conditions, sex stereotype, transgender), gender, gender identity, gender expression, sexual orientation, age (40 years and over), religion, religious creed (including religious dress and religious grooming), race (including traits associated with race, such as hair texture and protective hairstyles), color, national origin, ancestry, physical disability, mental disability, legally protected medical condition and information, genetic information, marital status, domestic partner status, protected family care or medical leave status, military caregiver status, military or veteran status, status as a victim of domestic violence, sexual assault, or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation, or holding or presenting a driver's license issued under section 12801.9 of the Vehicle Code (California only), or any other status protected by federal, state, or local laws. (See Section 1.O.) Under no circumstances may users send, receive, or store email that is discriminatory, harassing, or defamatory in any way (e.g., sexually explicit or racial messages, jokes, cartoons, etc.).
- 4. Violating Copyright Laws.** Users must not use the email system to copy, retrieve, forward, or send copyrighted materials unless the user has the author's permission or other legal fair use

5. **Sending Junk Mail.** Users must not transmit unsolicited junk mail or “spam.”
6. **Accessing Another’s Email.** It is prohibited for any employee to access another user’s email, without consent or prior authorization, for any purpose (including, but not limited to, reading, modifying, copying, transferring, or deleting the email). Middle Management and Executive Management may monitor employee email communications as needed to ensure compliance with electronic communications guidelines and policy’s and procedures.
7. **Other Prohibited Uses.** Users may not use the email system for any illegal purpose; in a manner that violates any JPA policy or contrary to the best interests of JPA; in any way that discloses confidential or proprietary information of the JPA or third parties; or for personal or pecuniary gain.

**JPA’s Right of Access and Employee Privacy.** All JPA email is solely the property of JPA, regardless of the nature of the email, physical location, or how maintained. JPA, as owner of email, has at all times, the right to access all email, including email protected by security measures. The Executive Director and Department Managers may access email within any department, if necessary. Email users shall cooperate in the access of email when requested by their Department Managers as well. No employee has an expectation of privacy in any JPA email account.

#### **Electronic Communications Resources.**

**Scope And Application.** This Policy applies to all employees, volunteers, and other individuals who have been granted access to and use of JPA’s electronic communications resources.

#### **Definitions.**

1. **Electronic Communications Resources.** All equipment and software that retain, transmit, copy, modify, analyze, and/or process information in any form. Electronic communications resources include, but are not limited to, JPA’s telephone system, voice mail system, mainframe computers, desktop and laptop computers, electronic mail, computer networks, printers, scanners, plotters, modems, facsimile (fax) machines, CAD machines, databases, data storage media, cellular/mobile/handheld devices and telephones, pagers, Internet access, Internet browsers, computer applications, and utilities and operating systems.
2. **Internet.** A system comprised of, but not limited to, several services which may include the world wide web (www), which is generally reached by JPA employees via the JPA network.
3. **Appropriate Use Of Electronic Communications Resources.** JPA’s electronic communications resources are JPA property and intended for JPA business. These resources are not to be used for employee personal gain or to support or advocate for non-JPA related business or purposes except as otherwise authorized by this Policy. All use of JPA electronic communications resources is subject to management access pursuant to this Policy.
4. **Personal Use Of Electronic Communications Resources.** Subject to review by the Executive Director and/or Department Manager, incidental and occasional personal use of

electronic communications resources is permitted if it does not interfere with the use of equipment for JPA purposes and is not excessive or does not unduly interfere with an employee's work time or job activities, or the job activities or other employees, but such use and any messages or data created or accessed will be treated no differently than other messages or data. If JPA's electronic communications resources are used for personal use, the employee assumes personal responsibility to reimburse the JPA for any additional cost incurred for such use (e.g., cellular telephone charges or copy costs). The JPA reserves the right to reduce or eliminate any personal use by an employee on a case-by-case basis.

**Unacceptable Use Of Electronic Communications Resources.** Unacceptable uses of JPA's electronic communications resources include, but are not limited to, the following:

1. To transmit threatening, abusive, obscene, offensive, lewd, profane, discriminatory, defamatory, or harassing material or communications;
2. To transmit, receive, access, upload, download, or distribute any of the following:
  - (a) Obscene material;
  - (b) Pornographic material;
  - (c) Abusive material;
  - (d) Sexually explicit materials;
  - (e) Materials that suggest a lewd or lascivious act;
  - (f) Materials that violate any JPA policy, rule, or procedure, including but not limited to the policies contained herein.
3. Disruption of network services, such as distributing a computer virus.
4. Sending of messages likely to result in the loss of the recipient's work or systems, and any other types of use that could cause congestion of the network or otherwise interfere with the work of others.
5. Use of someone else's identity and/or password for access to information without proper authorization.
6. Misrepresenting one's identify or affiliation in any communication.
7. Attempt to evade, disable, or otherwise bypass password or other security provisions of systems on the network.
8. Reproduction or distribution of copyrighted materials without appropriate authorization.
9. For commercial ventures.
10. To engage in any form of gambling.



11. To engage in, advocate or access information advocating any type of unlawful violence, vandalism, or illegal activity.
12. To secure access to any form of JPA electronic communications resources without the authorization of the Department Head or his/her designee.
13. Under no circumstances shall any employee use any JPA electronic communications resources for messages that are, or reasonably could be considered offensive, harassing, discriminatory, or defamatory to another on the basis of sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding and/or related medical conditions, sex stereotype, transgender), gender, gender identity, gender expression, sexual orientation, age (40 years and over), religion, religious creed (including religious dress and religious grooming), race, color, national origin, ancestry, physical disability, mental disability, legally protected medical condition and information, genetic information, marital status, domestic partner status, protected family care or medical leave status, military caregiver status, military or veteran status, status as a victim of domestic violence, sexual assault, or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation, or holding or presenting a driver's license issued under section 12801.9 of the Vehicle Code (California only), or any other status protected by federal, state, or local laws.

**No Reasonable Expectation Of Privacy.** On occasion, the JPA may need to access its Electronic Communications Resources including computer files, electronic mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on JPA's Electronic Communications Resources, including personal information or messages. The JPA may, at its discretion, inspect all files or messages on its Electronic Communications Resources at any time for any reason. The JPA may also monitor its Electronic Communications Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to comply with a subpoena, Public Records Act request, or court order, to investigate alleged misconduct, to locate information, or for any other business purpose.

**Security Measures.** Human Resources may review the usage of JPA's Network and JPA's access to the Internet and online services by employees they supervise to determine whether there have been any breaches, security violations of JPA Policy, or other violation of duty on the part of employees. JPA, at its discretion, may also use computer programs that monitor the usage of JPA's Network and JPA's access to the Internet and other online services, for the purposes of assuring system security and compliance with JPA policies.

### **Internet Use.**

**Business Use.** The JPA provides certain employees with access to and use of the Internet if necessary for business purposes. All of the provisions of this Policy apply to Internet use. Internet resources are provided to employees in an effort to allow them to be more efficient, productive, and to have access to information that is necessary for them to carry out their responsibilities as an employee of JPA. Employees are expected and required to use the Internet in a matter consistent with their position and work responsibilities with JPA.

**Access.** Approval of the employee's Department Manager is required to get access to the Internet and/or online services. Department Manager's must specifically authorize such access in writing

to the network administrator.

**Monitoring Use And Privacy.** It is possible to track the Internet sites visited by a particular work station. The JPA reserves the right to access, monitor, and disclose all Internet, online services, and/or JPA Network usage, for any purpose not specifically prohibited by statute or regulation. The JPA retains the right to keep, retrieve, and monitor all access to Internet and online service activity. Restrictions may be placed on use of the Internet or online services to protect the JPA and its resources.

**Personal Use.** The personal use of the Internet shall only be allowed on an employee's rest or meal periods and shall not interfere with the workplace or affect the employee's job performance. Personal use of the Internet during working hours or in a manner that interferes with the workplace or affects the employee's job performance is grounds for discipline, up to an including termination.

**Social Networking Websites.** Employees are prohibited from visiting social networking internet sites on JPA computers except with prior approval. Examples of prohibited websites include Instagram, Twitter, Reddit, YouTube, Pinterest, Facebook, LinkedIn, CaféMom, Classmates.com, Friendster, and all similar sites. Computer use is monitored and appropriate firewalls are in place in furtherance of this Policy. In no case may any employee, either implicitly or explicitly, purport to speak for the JPA or represent JPA's Policies or positions on any social networking site without written prior approval from the JPA Board.

**Computer Use.** Computers are provided to employees to be used as tools to help perform their job responsibilities. This equipment belongs to the JPA and personal use is limited. At no time shall any employee's User ID and password be shared with any member of the public. To assure that data is secure, it may also be necessary to use other control measures such as keyboard and screen saver passwords. These measures shall only be used with written approval by the user's Department Manager. Since these measures disable the equipment, the passwords shall be given to the user's direct Supervisor and kept in a secure location. The use of a password does not guarantee privacy.

The JPA may provide, on a case by case basis, computers for off-site use to assist in the completion of JPA business. It is understood that efficiency may require that this equipment be utilized on JPA and personal business in lieu of maintaining several computers.

**Telephone and Fax Machine Use.** In addition to the above provisions, the following apply with respect to telephones and fax machines.

**Business Use.** JPA's telephone system and equipment are designed for JPA business use.

**Personal Calls On JPA Telephones.** The JPA understands that employees occasionally need to use the JPA phone system to make or receive a personal call. Unless the matter is an emergency, the employee may make personal calls only during non-work hours (breaks or lunch). Excessive or improper use of the JPA phone system for personal calls is prohibited and may lead to disciplinary action. Employees should be aware that JPA's telephone system prints a list of all calls made by each extension, both local and long distance, including the time duration of each call. This listing is available to Supervisors.

**Personal Use Of Fax Machines.** Employees shall reimburse the JPA for the current cost of personal faxes.

**Personal Cell Phone Use.** The JPA understands that employees occasionally need to use their

personal cell phones to make or receive personal calls or text messages. Unless the matter is an emergency, the employee may use their personal cell phones only during non-work hours (breaks or lunch). Such communications may not reduce the employee's job performance nor be disruptive to other employees or customers. Excessive or disruptive use of a personal cell phone is prohibited and may lead to disciplinary action.

## **1.R DRESS & GROOMING POLICY**

**Purpose.** The JPA considers it very important that employees are clean, neat and well-groomed. Appropriate dress and hygiene promote a positive image to JPA's customers, both internally and externally. While the JPA trusts each employee's common sense and good judgment, a dress code appropriate to the work environment must be followed. The JPA has therefore adopted a casual business dress code but emphasizes that some positions may call for more formal attire. The Casual Business Dress Code Policy is a benefit and must be adhered to in order to be retained.

**Scope.** The Policy applies to all JPA employees, including interns and temporary employees.

**General Guidelines For All Employees.** The JPA wishes to provide a work environment that is free of safety hazards, offensive behavior and harassment of any kind.

**Clothing.** The following clothing is NOT ACCEPTABLE: spandex, sweat pants, bare feet, flip-flops, shorts or skirts worn at hip level or below or above mid-thigh, spaghetti straps, halter tops, midriff tops, sexually provocative clothing (which would include items that are too tight, too low-cut or too sheer), clothing with profanity, nude or semi-nude pictures, sexually suggestive slogans, cartoons, or drawings, the observable lack of undergarments and exposed undergarments. Clothing that is torn, worn or dirty is unacceptable. Clothing that would violate the anti-harassment policy above is unacceptable. (See Section 1.O.) Hats should not be worn in an office environment and should be for field personnel and outside wear only.

**Hair.** Hair, including facial hair, shall be kept clean, combed, and neatly trimmed or arranged. Unnatural color and/or unkempt hair is unacceptable for JPA business.

**Safety.** The employee's personal appearance, including attire and hair, shall not present a safety hazard or prevent full and proper utilization of safety equipment. For example, pursuant to the state and federal divisions of Occupational Safety and Health ("Cal-OSHA" and "OSHA"), facial hair may not impede or hinder the full seal of a safety mask.

**Office Environment.** While the JPA observes a casual dress environment, there may be situations requiring more formal attire. If employees conduct or attend meetings, seminars, roundtables, etc., even if internal, where they come in contact with other business professionals, they are expected to represent the JPA in a professional manner and dress appropriately for conducting such business. Employees must know their audience, remember what they represent and dress accordingly. If employees are unsure of the appropriate attire for a seminar, they should call the provider.

**Field Environment.** While the JPA does require uniforms for all field employees, a standard of dress is required to promote a safe and productive working environment. As in an office environment, if employees conduct or attend meetings, seminars, roundtables, etc., even if internal, where they come in contact with other business professionals, they are expected to represent the JPA in a professional manner and dress appropriately for conducting such business. Employees must know their audience, remember what they represent and dress accordingly. If employees are unsure of the appropriate attire for a seminar,

they should call the provider.

**Fridays Thursdays.** The ~~Friday~~ Thursday dress code for the office will be casual and may include jeans and well-kept casual shoes ~~and sandals~~ provided the employee does not have scheduled meetings. The general guidelines outlined above must still be followed on ~~Fridays~~ Thursdays.

**Compliance.** Supervisors and Managers are responsible for ensuring their departmental personnel are in compliance with the Dress Code Policy. Supervisors reserve the right to send any person who violates any part of the Dress Code Policy home to change clothes. The time spent away from work for this reason will not be excused and such absences will follow attendance policy guidelines. Where an employee's clothing is questionable, the immediate Supervisor has first discretion and will follow the normal chain of command. If an employee wishes to report a non-compliance, he or she shall report it to his or her immediate Supervisor.

## **1.S EMPLOYER EQUIPMENT & FACILITIES USAGE POLICY**

**JPA Tools, Facilities, And Supplies.** No employee may engage in personal work in JPA shops or other facilities or otherwise use JPA equipment for personal use on or off JPA property.

### **Use of JPA Vehicles.**

**Policy.** Employees operating JPA vehicles are responsible for their safe operation in accordance with the law and relevant JPA Policies and procedures, including but not limited to the IIPP. If vehicles or equipment are assigned to an employee by his or her Supervisor, whether for transportation to and from work, or strictly for use during the normal hours of the workday, the employee is responsible for the appearance, and maintenance of oil, water, etc., necessary to ensure the safe operation and long term life of the vehicle or equipment. Additionally, the employee is responsible for all tools and equipment assigned to that vehicle or equipment, or carried thereon. Employees operating JPA vehicles are required to be in possession of a valid California Driver's License of the class of vehicle being operated. If an employee is required to operate a JPA vehicle as part of his or her job description, the revocation or suspension of his or her California Driver's license for any reason by the State of California or a driving record unacceptable to the JPA for any reason may be sufficient cause of dismissal, regardless of the absence of progressive discipline. The driving records of all employees who operate JPA vehicles in the course and scope of their job duties will be monitored through the State of California BIT program, which is reviewed by the Field Supervisor. Traffic citations incurred while the employee is driving a JPA vehicle, with the exception of faulty equipment, are the employee's responsibility.

**Accident Procedure.** When an employee is involved in an accident, he or she must immediately notify his or her Supervisor, Department Head, or management and should not make any statement concerning the responsibility for the accident to anyone but the JPA representative. Cooperation should be extended to law enforcement officers.

**Mobile Device Use.** JPA strictly prohibits the use of all hands-on mobile devices while operating a JPA motor vehicle. This includes the use of the device to send or receive calls, e-mails, texts, and other communications. Note that in California, the use of a hands-on mobile device while driving (whether for work or not) may be criminally punished. Employees may use hands-free mobile devices while driving a JPA vehicle, solely for calls, if it is both safe and lawful to do so. Employees who are charged with traffic violations resulting from the use of a mobile device while driving will be solely responsible for all liabilities that result from their actions.

## **SECTION 2: CLASSIFICATION AND SALARY PLAN**

### **2.A PREPARATION, ADOPTION, AND AMENDMENT OF CLASSIFICATION PLAN**

The Executive Director shall determine the duties and responsibilities of all JPA positions for inclusion in the Classification Plan. The Classification Plan shall be developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work, are included within the same classification, and the same schedules of compensation shall apply to all positions in the same classification. Classification specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs. The Classification Plan may be amended or revised, as required, in the same manner as originally established and described herein and is subject to adoption by the JPC.

### **2.B ALLOCATED POSITIONS**

The Executive Director shall approve the appointment of employees to positions in the Classification Plan. Only allocated positions which have been approved by JPC may be filled, provided that temporary positions can be approved by the Executive Director without prior JPC approval.

### **2.C NEW POSITIONS**

When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a classification, unless otherwise provided by these Rules. The Executive Director shall amend the Classification Plan to establish and assign an appropriate classification and grade for the new position as approved by the JPC.

### **2.D APPROPRIATE SALARY STEP**

Employees occupying a JPA position shall be paid a salary or wage within the salary range established for that position's classification under the adopted Classification and Salary Plans.

### **2.E BENEFIT PLAN**

The JPC shall, at its discretion, adopt a Benefit Plan that establishes the benefits for all JPA employees. This Benefit Plan is described in Section 12, "Employee Benefits."

## **SECTION 3: TYPES OF APPOINTMENTS**

### **3.A TYPES OF APPOINTMENTS**

Except for temporary vacancies, all vacancies shall be filled by transfer, promotion, demotion, or from candidates on an appropriate eligibility list, if one is available. In the absence of eligible candidates in one of the above categories, temporary appointments may be made in accordance with these Rules.

### **3.B TEMPORARY APPOINTMENTS**

If deemed to be in the best interests of the JPA, the Executive Director may authorize and approve a temporary appointment to fill either a temporary (i.e., a maternity or military leave) or permanent (i.e., an employee's separation) vacancy. This appointment may be accomplished through a temporary agency or by the JPA itself. If the position being filled on a temporary basis would normally require JPC approval (i.e., Executive Director), the JPC shall authorize the temporary appointment.

A temporary appointment may be authorized for a period not to exceed six months from the date of that appointment. The Executive Director, or the JPC where appropriate, may authorize an additional six month extension for a temporary appointment. All temporary employees must meet the minimum qualifications of the vacant position. These persons may be hired without competitive examination, but have no right to a regular position without competitive examination.

This section shall not be construed to prohibit the employment by contract of a person or entity to provide services to the JPA on an interim, indefinite, or other basis.

### **3.C WORKING OUT-OF-CLASS**

When an employee is assigned to significant duties and responsibilities of an authorized, higher level of work or classification on a full-time basis for more than 25 consecutive working days or more than 50 working days in a 12-month period, a temporary adjustment shall be made to reflect the increase in responsibility until the employee ceases to perform such out-of-class work. It is the JPA's intent to avoid working an employee on an out-of-class assignment for a prolonged period.

An employee who believes that he or she has worked out-of-class for more than 25 consecutive working days or more than 50 working days in a 12-month period may submit a written request for an out-of-class pay adjustment to the Executive Director within 10 working days after the employee has allegedly qualified for the out-of-class pay adjustment. The Executive Director shall render a decision thereon within five working days after receipt of the request.

If the Executive Director determines that the employee has been working out-of-class for more than 25 consecutive working days, the employee will be paid out-of-class pay effective on the 26th day and for each successive day the employee works out-of-class. If the Executive Director determines that the employee has been working out-of-class for more than 50 working days within any 12-month period, the employee will be paid out-of-class pay effective on the 51st day and for each successive day during the 12-month period in which the employee works out-of-class.

An employee who is determined to be working out-of-class shall be compensated at the step in the new salary range which comes nearest to but not less than five percent higher than the step he or she held in the previous salary range. If the employee is subsequently appointed to the higher-level position, the employee may apply time accumulated while working out-of-class towards fulfilling any required probationary period. If and when the employee returns to his or her former position, he or she shall also return to the lower base pay.

Nothing herein shall be construed as limiting management's authority to assign JPA employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies. Temporary assignment will be for no more than three months' duration, but may be extended for an additional three months with Executive Director approval.

Nothing herein shall prevent an employee from receiving an interim promotion to fill a position temporarily as a result of a vacancy, leave of absence, or industrial injury. Such an employee shall be compensated in accordance with Section 3.C.

### **3.D TRANSFER**

An employee may transfer from his or her present position to a vacant position, in the same classification, within the JPA. For purposes of this Section, a comparable classification is defined as one with the same salary range which involves the performance of similar duties that require substantially the same general qualifications. A transferred employee shall retain his or her rate of pay and his or her anniversary date for purposes of merit pay increases. No employee shall be transferred to a position for which he or she does not possess the minimum qualifications. A transfer shall not be used to effect a promotion, demotion, advancement or reduction in pay.

Unless otherwise provided for in these Rules, an employee must be employed with the JPA for at least six months, or until the employee has completed his or her probationary period, before applying for a transfer. An employee may be requested to defer his or her transfer until his or her current position has been filled, but typically, two-weeks' notice will be given to the employee's current department. Any transfer is subject to the JPA's discretionary approval and operational considerations.

### **3.E PROMOTION**

When it has been determined that a vacant position will be filled by promotional appointment, the Executive Director shall authorize a competitive promotional examination in order to fill the position, as stated in these Rules.

When an employee is appointed to a promotional position, that employee shall be paid at the step in the higher salary range which is at least a five percent increase over the salary he or she received in the lower position, in accordance with the provisions in Section 5.C. Any employee who is promoted within JPA service shall be required to complete a probationary period successfully in the new position.

### **3.F DEMOTION**

An employee may be demoted because his or her ability to perform the required duties of his or her position falls below standard, for disciplinary purposes, or for any other reasons as outlined in these Rules.

No employee shall be demoted to a position for which he or she does not possess the minimum qualifications. The position which has been made vacant by demotion shall then become subject to the provisions of these Rules which govern appointments.

An employee shall not be required to serve a probationary period in the position to which he or she is demoted unless he or she has not completed the probationary period in the higher position. In such cases, the employee shall be required to complete his or her unfinished probationary period in the lower position. The employee shall retain the salary anniversary date he or she had in the higher position.

1. **Involuntary Demotion:** An involuntarily demoted employee, who is placed in a position at a lower salary grade than the position he or she formerly occupied, shall be placed in the step of the lower salary grade which is closest to, but lower than, the employee's salary rate in his or her former position. A demotion which is effected for disciplinary reasons, pursuant to Section 9.G, shall be subject to the disciplinary appeals process. In the case of involuntary demotion, at-will employees are not entitled to any appeal process.
2. **Voluntary Demotion:** A voluntary demotion to a lower position and lower salary grade may be requested by an employee for any reason. Such a voluntary demotion shall require the approval of the Executive Director.

The voluntarily demoted employee shall be placed in the step of the lower salary grade which is closest to, but lower than, the employee's salary rate in his or her former position.

### **3.G RECLASSIFICATION**

Existing positions, where the duties have changed materially so as to necessitate reclassification, shall be reclassified by the Executive Director to a more appropriate classification, whether new or existing, with the exception of reclassification from training or internship positions. Except for training or internship positions that are reclassified, the selection of a candidate to fill a reclassified position must be made competitively, unless the incumbent from the reclassified position has been performing the duties for more than one year or unless specifically waived by the Executive Director. Such determination must be approved by the Executive Director. Regardless of the circumstances, the Executive Director may require a competitive examination, and no incumbent shall have a right to be appointed to a reclassified position. No person shall be appointed or employed to fill a reclassified position unless the said reclassified position has been incorporated in the Classification Plan as provided by these Rules. A simple title change is not a reclassification and requires only Executive Director approval.

The employee may submit a request for a job audit to the Executive Director who shall determine if the reclassification is justified. The Executive Director has the authority to reclassify any employee whose reclassification is justified so long as the position is listed in the existing Classification Plan. If the position is not listed, the JPC must approve the reclassification. Since there is no money budgeted for that specific reclassification grade increase (normally 5%), the department shall fund for the Executive Director-approved reclassification from its general personnel account for the balance of the current fiscal year. The JPC shall place and fund the reclassified position in the following year's personnel budget. Reclassifications are normally done with the adoption of the fiscal year budget, but may be done at other times.



Reclassification shall not be used for the purpose of avoiding restrictions concerning demotions, promotions, or unit modifications. The Executive Director may conduct objective, non-competitive examinations to establish qualifications for the position.

The salary of an employee in a position that is reclassified shall be determined as follows:

1. Classification with Same Salary Range: If the position is reclassified to a classification with the same salary range as the previous classification, and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. The provision shall also apply to the change of classification title, provided there is no change in the basic duties of the classification.
2. Classification with Higher Salary Range: If the position is reclassified to a classification with a higher salary range than the previous classification, and if the incumbent is appointed to the reclassified position, he or she shall be compensated at the step in the new salary range which comes nearest to but not less than five (5) percent higher than the step he or she held in the previous salary range. The incumbent's salary anniversary date shall not change.
3. Classification with Lower Salary Range: If the position is reclassified to a classification with a lower salary range than the previous classification, and if the incumbent is appointed to the reclassified position, the Executive Director may approve an adjustment for the employee if the employee is at the top step. Otherwise the employee's new salary at the lower grade shall be placed at a step which yields a salary closest to, but not less than, the current salary. The incumbent's salary anniversary date shall not change. Normally, benefits will not be adjusted, unless specifically approved by the Executive Director.

The effective date of reclassification shall coincide with the first working day of a pay period after the reclassification is approved by the Executive Director. Any completely new classification, one not listed in the Classification Plan, must be adopted by the JPC before it is approved.

### **3.H LAYOFFS/REDUCTION-IN-FORCE/RECALL**

The Executive Director may lay off permanent and probationary workers at any time for lack of work, budgetary reasons, technological changes, or other JPA actions that necessitate a reduction in the work force. At least four weeks' notice or severance pay shall be given to any employee who is to be laid off. At the Executive Director's discretion, a demotion or transfer may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. At-will, probationary, temporary, seasonal, casual and student (intern) employees may be laid off without notice. The JPA follows all local, state, and federal laws and/or regulations regarding layoffs/reductions in force.

Reduction in Force. When it becomes necessary to reduce the work force in the JPA, the Executive Director shall designate the job classification, division, department, or other organizational unit in order to effect a reduction in the work force. Contract, temporary, or initial probationary employees in the same job classification as ones proposed to be reduced within the JPA shall be laid off first. Although the JPA may elect to do so, it is not required to allow laid off employees to "bump"

employees in other classifications. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of lay-off shall be placed at a step which yields a salary closest to current salary.

Order of Layoff: The order of layoff of regular employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of importance:

- a. The most recent performance evaluation record once finalized and filed except when an employee has less than one year seniority with the JPA. In that case, only seniority will be used.
- b. Documented disciplinary actions or formal recognition of meritorious performance during the preceding 12 months.
- c. Seniority (length of service in a regular position)
  1. in the JPA
  2. in the classification
- d. For employees who are equal in performance and seniority, as established in a-c above, preference will be given to those with the most veterans preference points (excluding military retirees with 20 or more years.)

Other exceptional circumstances to deviate from this policy may include the desirability of maintaining a department or work unit with adequate staffing to perform required service, and maintaining employees who have the ability to perform work available.

Seniority: Seniority is determined from the day of official appointment to a JPA department as a regular employee, provided that any regular employee who, as a result of promotion, transfer, or voluntary demotion, is appointed to a regular position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department. Seniority shall continue to accrue during periods of vacation, sick leave, layoff not exceeding two years, any authorized leave of absence of less than three months (or longer if the leave is a protected leave of absence under the Family Medical Leave Act, California Family Rights Act, or Pregnancy Disability Leave law), or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.

Other Policies: The JPA may call back as a temporary employee within the first year after layoff any laid off employee who is on the reinstatement list when the employee is qualified to fill a vacancy of a full-time position. Once that temporary employee has worked for one year in that capacity in the JPA, he or she shall be reinstated as an “at will” employee with no property rights, but shall receive regular employee benefits until such time as a regular employee position is budgeted. Unless two years have elapsed from the day of lay-off, he or she shall be placed in that regular position. Any employee who receives an involuntary transfer shall have automatic “bumping rights” to the classification said employee was involuntarily transferred from for up to six months from the effective date of the involuntary transfer in the event of layoff.

Reassignment: An employee who would otherwise be terminated for failure to accept reassignment may terminate and be placed on the Reinstatement List if the employee is being reassigned to a position previously occupied by an employee who was laid off within 20 working days of the

effective date of the reassignment. An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the Executive Director in writing of his/her decision at least three working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

Reinstatement List: The name of every regular employee who is laid off, transferred, or elects to demote to a formerly-held classification in the same department for longer than one pay period due to a Reduction-in-Force, shall be placed on the Reinstatement List. Vacancies to be filled shall be offered, first in order of performance, to individuals named on the Reinstatement List who at the time of the Reduction-in-Force, held a position in the same job classification within the department as the vacancy to be filled. Individual names may be removed from the Reinstatement List for any of the following reasons:

- a. The expiration of two years from the date of placement on the list.
- b. Re-employment with the JPA in a regular full-time position.
- c. Failure to respond within 14 calendar days of mailing of a certified letter (to the employee's last known address on file with the JPA) regarding availability for employment.
- d. Failure to report to work within 14 calendar days of mailing of a certified letter (to the employee's last known address on file with the JPA) containing a notice of reinstatement to a position, absent mitigating circumstances.
- e. Request in writing to be removed from the list.

Status on Re-employment: A regular employee who has been laid off or terminates in lieu of reassignment and is re-employed in a regular position within two years from the date of his layoff or termination shall be entitled to:

1. Buy back and thereby restore all sick and vacation leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within 30 days of returning to work and must be fully paid back within six months of the return to work. [This does not affect an employee's right to have the balance of accrued sick leave that was not paid out upon separation reinstated if the employee returns to work within one year of separation pursuant to the California Paid Sick Leave Law.]
2. Restoration of seniority accrued prior to and accrued during layoff.
3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation leave.
4. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification from which he/she was laid off or terminated.

Recall: Those former employees in a classification who were laid off shall be recalled first in order of performance merit to be used in any JPA-wide position for which the former employee qualifies,

unless exceptional circumstances occur of which the concerned employee shall be fully apprised in advance. No person from outside JPA employment shall be hired in a regular position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.

Continuation of Benefits: Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

## **SECTION 4: RECRUITMENT AND SELECTION**

### **4.A EQUAL EMPLOYMENT POLICY**

It is the policy of the March JPA to offer equal opportunity in all matters of employment for all applicants and employees. The JPA does not unlawfully discriminate on the basis of sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding and/or related medical conditions, sex stereotype, transgender), gender, gender identity, gender expression, sexual orientation, age (40 years and over), religion, religious creed (including religious dress and religious grooming), race (including traits associated with race, such as hair texture and protective hairstyles), color, national origin, ancestry, physical disability, mental disability, legally protected medical condition and information, genetic information, marital status, domestic partner status, protected family care or medical leave status, military caregiver status, military or veteran status, status as a victim of domestic violence, sexual assault, or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation, or holding or presenting a driver's license issued under section 12801.9 of the Vehicle Code (California only), or any other status protected by federal, state, or local laws.

The JPA prohibits sexual harassment and the harassment of any individual on any of the other bases listed above. The JPA also prohibits retaliation against a person who reports or assists in reporting suspected violation of this policy, cooperates in investigations or proceedings arising from a violation of this policy, or engages in other activities protected under this policy. For information about the types of conduct that constitute impermissible harassment and the JPA's internal procedures for addressing complaints of discrimination, harassment, and retaliation, and directions on how to contact appropriate state and federal agencies for external complaints, please review to the JPA's Policy Against Harassment, Discrimination, and Retaliation, located in Section 1.O above.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with Human Resources.

In adopting these Rules, it is the goal of the JPA to employ the most qualified individuals and to achieve excellence in serving the needs of the community. Employment and promotions in the JPA shall be based upon merit and qualifications and shall be free from political influence and unlawful discrimination based upon the above-listed protected categories.

Although not expressed in the classification specifications or job announcements, all persons applying for or holding any position in the JPA shall be required to meet the following general qualifications to a reasonable degree: integrity, thoroughness, accuracy, good judgment, initiative, resourcefulness, courtesy, ability to work cooperatively with others, willingness and ability to assume and fulfill the responsibilities of the employment, with or without reasonable accommodations. Where the position requires the driving of a motor vehicle, the applicant or employee must have a valid California Driver's license and is expected to drive the motor vehicle safely. The foregoing general qualifications shall be deemed to be part of the minimum qualifications of each classification specification or job announcement and need not be specifically set forth therein.

No residency requirements shall be enforced by the March JPA. Extensive efforts shall be undertaken to make local residents aware of personnel openings, encouraging them to apply for any positions for which they qualify, and providing them with full due consideration. It is the JPA's intention to create an environment wherein employees will want to live and work in this community.

Violation of this policy will result in appropriate disciplinary action pursuant to Section 8 of these Rules.

#### **4.B ADA/REASONABLE ACCOMMODATION**

Consistent with the law, the JPA also makes reasonable accommodations applicants and employees with qualified disabilities who can perform the essential functions of their position with or without reasonable accommodations without the creation of an undue hardship upon the JPA; for pregnant employees who request an accommodation [with the advice of their health care providers] for pregnancy, childbirth, or related medical conditions; for employees who are victims of domestic violence, sexual assault, or stalking; and for applicants and employees based on their religious beliefs and practices.

The JPA shall not unlawfully discriminate against a qualified individual with a disability in job applications, hiring, advancement, compensation, training, discharge, and other terms, conditions, or privileges of employment. A disabled person is one who has a mental or physical impairment that limits a major life activity, who has a record of an impairment, or who is regarded as having an impairment. A qualified individual with a disability is a person, who, with or without reasonable accommodation, can perform the essential functions of the job in question.

#### **4.C JOB ANNOUNCEMENTS**

Job announcements providing information about the position, its title and pay, its major responsibilities and duties, minimum and other qualifications, where and when to apply, and the last day on which applications will be accepted shall be prepared and distributed by the JPA staff. All positions to be filled will be publicized by posting announcements on the JPA's official bulletin boards and in such other places deemed advisable by the Executive Director. Employees may suggest additional locations.

Notice of open competitive examinations shall generally be posted a minimum of 10 working days before the filing deadline for applications unless it is in the best interests of the JPA to do a shorter recruitment, as approved by the Executive Director. Notice of promotional openings shall be posted a minimum of five working days before the filing deadline for applications.

#### **4.D PERSONNEL APPLICATIONS**

Applications for employment, transfer, or promotion with the JPA shall be made on forms provided by the Executive Director or designee. All information required by the application shall be provided and the applicant shall certify as to the truth thereof. Any material false statement or omission on the application shall, absent mitigation, disqualify the application and may be cause for termination or other disciplinary action if the applicant is or subsequently becomes an employee of the JPA regardless of when the error is discovered. Resumes and other supplementary information may be submitted and attached to the application for consideration, but may not be used as a substitute for the application.

In order to be considered, an application must be received by 5:00 p.m. on the final day of the advertised recruitment period. A late application shall be accepted from a qualified current JPA employee only under the following circumstances:

1. The employee must submit a written letter to the Executive Director accompanied with a completed application for the position at least two working days prior to the first interview or testing phase; and
2. The employee must provide documentation establishing that he or she was absent from work on an authorized leave continuously from the date the position was first posted to the date the application period closed.

#### **4.E RECRUITMENT**

While recognizing the need for introduction of persons from outside JPA employment at all levels, the policy of the JPA is to transfer or promote persons already employed by the JPA when, in the sole discretion of the JPA, their qualifications, training, work performance, and work experience are determined to be comparable to applicants from other sources.

Except as specifically provided otherwise in these Rules, selection for a position in JPA employment shall be by one of the following types of examinations:

1. Open Competitive: Examinations which are open to all persons who possess the indicated minimum qualifications as set forth in the job announcement. Applicants for open competitive examinations may, but are not required to be, employees of the JPA.
2. In-House Competitive: Examinations which are open only to JPA employees who possess the indicated minimum qualifications as set forth in the job announcement.
3. Temporary Position: Employees may be hired on a temporary basis through either a temporary agency or by the JPA itself. The Executive Director approves these positions. These persons may be hired without competitive examination.

Variations to these procedures shall be approved in writing by the Executive Director.

#### **4.F EVALUATION OF APPLICATIONS**

Each application shall be reviewed to determine if the applicant satisfies minimum educational experience, type and years of job related experience, certificates or licenses and any other requirements.

Selection techniques shall be impartial and relate to those areas which will adequately and fairly indicate the relative capacity of the applicants to perform the duties and responsibilities of the position to which they seek appointment.

The selection procedure may consist of personal interviews, performance tests, evaluation of work performed, work samples, assessment centers, physical agility tests, other written tests, review and investigation of personal background and references, medical examination, psychiatric examination, or any

combination thereof. The Executive Director may at his or her discretion include as a part of the examination process, tests which determine whether applicants meet minimum qualifications. All tests will be administered in compliance with applicable local, state, and federal laws.

In all examinations the minimum grade or standing for which eligibility may be earned may be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. Failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination.

#### **4.G CANDIDATES' EXAMINATION INSPECTION**

If a selection procedure consists of a written examination, the applicant shall be given written notice of his or her test results. By appointment with the Executive Director, an applicant shall have the right to review his or her own written test within 10 working days after the examination results are mailed out. However, no applicant shall be allowed to examine the test key as part of his or her examination inspection.

Any error in rating or grading shall be corrected if it is called to the attention of the Executive Director at the time the applicant reviews his or her examination. Any applicant whose corrected score meets or exceeds the examination's established passing score will be placed on the applicable eligibility list for the position, if one exists. Any correction shall not invalidate an appointment or offer of employment that has been made previously.

#### **4.H VETERANS' PREFERENCE**

The final score of a veteran who requests employment preference and submits proof of active duty (such as a DD214) shall receive five additional percentage points, provided that he or she has already met minimum qualifications pursuant to Section 4.F, and attained a passing grade in the examination, if applicable. To be eligible for veterans' preference, the candidate must have received an honorable discharge from the Armed Forces of the United States and served on active duty during a period of war or tension as determined by the Veterans Administration. A disabled veteran, who is currently rated by the United States Veterans Administration as 10% or more disabled as a result of a service-connected disability incurred on active duty in federalized service during a period of war or tension as determined by the Veterans Administration, who requests employment preference and submits proof of such disability shall receive five additional percentage points, for a total of 10 additional percentage points. Such percentage points may be awarded to widows or widowers of veterans upon request for such preference and submission of proof of eligibility.

The provisions hereof, relating to veterans' preference, shall not apply to any promotional examination.

#### **4.I NEPOTISM POLICY**

Each applicant is required to disclose the identity of any relative who is a current employee of the JPA. An applicant's failure to disclose a relative who is an employee may result in rejection of the applicant or future disciplinary action against the applicant after employment, up to and including termination for cause.



An applicant for a position who has a relative employed by the JPA may not be denied the right to file an application for employment or compete in the examination process. Following examination, if the applicant is successfully certified as eligible, he or she may be employed in a department, division, or office in which a member of his or her immediate family is employed. However, such employment shall be denied if the Executive Director determines that such employment would potentially create a conflict of interest or have a potentially adverse impact on supervision, safety, security, or morale, or if the employee would be in a position where he or she would directly supervise, or be supervised by, a relative/a member of his or her immediate family.

For the purposes of this section and Section 7.A: a "relative" or "immediate family member" shall be defined to include the following: mother, father, sister, brother, spouse, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, granddaughter, grandson, aunt, uncle, first cousin, niece, and nephew.

When the eligible candidate is refused appointment by virtue of this section, the name of the candidate shall remain on the eligibility list for openings in the same classification, as otherwise provided in these Rules, where no member of the employee's immediate family is employed, supervised by, or supervising the vacant position. In no case may an employee participate directly or indirectly in the recruitment or selection process for a position for which the employee's relative has filed an employment application or otherwise seeks employment.

Where situations exist prior to the effective date of this policy that may be in conflict with these rules, reasonable efforts shall be made at the discretion of the Executive Director, to address the situation so as to minimize potential problems of supervision, safety, security or morale and to avoid future conflict.

Where two relatives are working in the same department, division, or office at the time these Rules are originally adopted, or if an event occurs in which a familial relationship is established between two employees who work in the same division or office (i.e., if a marriage results in a spousal or in-law relationship), the relationship shall not be deemed a "prohibited relationship" unless the employees' mutual employment creates a potential conflict of interest or has a potentially adverse impact on supervision, safety, security, or morale, and so long as neither employee is in a supervisory capacity over a member of his or her immediate family.

If, as stated above, a familial relationship exists or is established, the employees may continue in their positions so long as the conditions of a prohibited relationship are not met. If, in the determination of the Executive Director, such a prohibited relationship does or would exist, the Executive Director shall submit the reasons for his or her determination to the Joint Powers Commission ("JPC") for review. Employees affected shall have the right to be heard by the JPC by submitting written statement and/or if JPC will hold a hearing, having opportunity to address the JPC at hearing. The JPC shall have one week to investigate the Executive Director's findings and determine if a "prohibited relationship" does exist. The JPC shall issue a written decision within 30 days of the final determination. The decision of the JPC in the matter is final.

Transfer/Demotion/Termination. If the JPC's review confirms that a prohibited relationship exists, the Executive Director shall promptly inform the employees of the JPA's intention to transfer one of the employees to a vacant position of comparable pay and duties in another JPA division or office, provided

that such a vacant position exists, the transferee is qualified therefor, and no offer of employment to fill the vacant position has been made to another eligible candidate. If a position of comparable pay and duties is not open, but one in a lower classification is vacant, either of the employees may elect to voluntarily demote to the lower position, provided that the vacant position is in another department, division, or office, the employee is qualified to fill the position, and the position has not been offered to another candidate. Any voluntary demotion which occurs as a result of this section shall be in accordance with the provisions set forth in Section 3.G. In the event that a transfer or voluntary demotion is not feasible within the time limit set herein, the affected employees shall decide which of them will resign from JPA employment.

If a transfer or voluntary demotion is not feasible and neither employee has submitted a letter of resignation three weeks after the determination that a prohibited relationship exists, the Executive Director shall determine which of the employees shall be terminated. Regardless of which procedure is utilized, the transfer, voluntary demotion, resignation, or termination, the action shall become effective one month after the Executive Director's determination that a prohibited relationship has been established. This one-month time limit may be extended up to an additional two months with written approval from the Executive Director, provided that personal or organizational considerations mandate such an extension.

Reinstatement. Except as hereinafter provided, an employee who has been terminated because of the operation of this Section, may be eligible for reinstatement to the position which such employee held at the time of termination, or to a position of equal seniority, status, and pay, however, only if the employee was terminated in good standing. For purposes of this Section, an employee is terminated in good standing if the employee has not intentionally violated any of the provisions of this Section. In order for the employee to be eligible for reinstatement, he or she must be reinstated to a position in a department, division, or office where a prohibited relationship would not be established (or re-established), the position must be open, and the employee must still meet the qualifications for the position. This right of reinstatement shall be effective only through the 90 days immediately following the effective date of the employee's termination-in-good-standing, and shall take precedence over a right of reinstatement which has been derived from a voluntary resignation in-good-standing. Commencing on the 91st day after the effective date of the termination, the terminated employee shall have a co-equal right of reinstatement with employees who have voluntarily resigned in-good-standing, up to an additional nine months.

With the exception of the JPC's review, as provided in this Section, any decision to transfer, voluntarily demote, resign, or terminate an employee (pursuant to this Section), is not subject to any appeal or grievance procedure.

#### **4.J DRIVING SAFETY CHECK**

A verifiable and acceptable driving record shall be required of each final candidate for employment whose position requires the employee to drive a JPA vehicle or where the employee is required to drive as part of their essential job functions. Verification of acceptable driving records of all affected employees may be conducted periodically. Driving a JPA vehicle without possessing a valid driver's license is not permitted and may result in disciplinary action up to and including termination. Employees shall notify their supervisors immediately if their licenses expire, are suspended, or are revoked.

#### **4.K ELIGIBILITY LISTS**

Lists of applicants to be considered for job openings in a particular classification may be established for open competitive or promotional competitive positions. An eligibility list shall be a list of persons who have taken an open competitive or promotional competitive examination for an advertised JPA position and have qualified for said classification. Each such list shall bear an expiration date. The hiring department may appoint any candidate on the eligibility list, regardless of ranking, provided all candidates with higher rankings have been interviewed.

Non-Management eligibility lists shall remain in effect for six months or until exhausted, whichever occurs first. Management eligibility lists shall remain in effect for three months. An eligibility list may be terminated at any time when less than three eligible candidates remain. The Executive Director shall have the right to extend an eligibility list for one or more periods not to exceed in total one year from the original date of certification. If a JPA employee is on an eligibility list, the Executive Director shall notify that employee when that list expires.

The Executive Director may remove a name from an eligibility list for any of the following reasons:

1. If the eligible person accepts an appointment with the JPA to a regular position of the same or higher classification. Acceptance of a temporary appointment at any level will not in itself be cause for removal from an eligibility list. An eligible person may refuse an appointment to a particular position and request to remain on the eligibility list.
2. If the eligible person requests in writing removal from the list.
3. If the eligible person fails to respond within 10 calendar days to a notification or letter which has been mailed to the person's last address on file with the JPA.
4. If the eligible person is unable to accept any offered position.
5. If a person on a promotional eligibility list resigns from JPA employment.
6. If other circumstances, such as, but not limited to, conviction of a crime involving moral turpitude or loss of a required license, make the person ineligible.
7. If the eligible person has not been offered an appointment after interviewing for three separately budgeted positions which are to be filled from the same eligibility list.

Placement on an eligibility list does not guarantee employment with the March JPA.

If a vacancy exists in a classification for which there is no appropriate eligibility list, the Executive Director may prepare a list from one or more existing related lists by selecting names of eligibles from eligibility lists for classifications which are assigned to the same or higher pay range and which have minimum qualifications similar to those of the classification in which the vacancy exists.

#### **4.L FINAL DECISIONS ON SELECTION**

All appointments and selection shall be subject to final discretionary approval (except that such approval will not be withheld for any unlawful reason) by the Executive Director before becoming effective.

If the selected candidate accepts the appointment and reports for duty within the agreed upon time, the applicant shall be deemed appointed to the position. If the selected candidate does not report to duty within the agreed upon time, the candidate shall be deemed to have declined the appointment. By mutual agreement of the Executive Director and the candidate, the date of the appointment may be changed. Upon the affected employee's written petition, effort shall be made to accommodate current JPA employees who are or will be on an approved leave as of the date of appointment and thereby unable to report for duty at the designated time.

#### **4.M PRE-EMPLOYMENT PHYSICAL**

Each person accepting a conditional offer of employment in a maintenance classification with the JPA shall be required to pass a pre-employment physical at a JPA designated medical facility at JPA cost before an appointment to such employment becomes effective. This Section shall also apply to changes of employment within the JPA when an existing non-maintenance employee accepts a position in a maintenance classification. The pre-employment physical and drug test will be conducted in compliance with applicable local, state, and federal law.

#### **4.N EMPLOYMENT ELIGIBILITY VERIFICATION**

In compliance with law and with regulations of the United States Department of Justice and the U.S. Citizenship and Immigrations Services, the March JPA requires that each person hired by the JPA complete Section I of the Employment Eligibility Verification Form I-9 to verify that the person is eligible for employment in the United States.

#### **4.O PROBATIONARY PERIOD**

The first TWELVE (12) months, or any duly extended longer period, of all new and promotional employment in a regular position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment.

During the probationary period, an employee is at-will and may be terminated by the Executive Director without notice, without cause and without the right of appeal, hearing or resort to any grievance procedure. At the conclusion of the probationary period, if the employee's performance does not meet JPA standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional six months, at the discretion of the Executive Director. The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original twelve month probationary period. Such a decision shall not be appealable or grievable.

An employee who fails to complete his or her promotional probationary period satisfactorily shall be reinstated to the position in the same classification from which he or she was promoted unless discharged from the JPA service as provided in these Personnel Rules. Such reinstatement shall be without the right of appeal, hearing or resort to any grievance procedure.

#### **4.P CRIMINAL CONDUCT**

##### **Use of Arrest Information**

State law prohibits JPA from asking an applicant information concerning an arrest or detention that did not result in a conviction or from using arrest information of a current employee to determine any condition of employment, including promotion or termination. (Cal. Labor Code § 432.7) However, in accordance with State law, JPA may ask current employees about arrests when out on bail or when released on his or her own recognizance. JPA may also conduct an independent investigation of the same facts as the arrest to determine if disciplinary action is warranted under the circumstances provided those facts relate to the employee's employment with the JPA. In addition, employees are subject to discipline for felonies or crimes involving moral turpitude. (See Section 8.F(1)(g).)

#### **4.Q FINGERPRINTING AND BACKGROUND CHECKS**

To facilitate the JPA's ability to perform complete background checks on its employees, new JPA employees may be fingerprinted and their backgrounds researched to ensure that there is nothing which would hinder their ability to perform their job satisfactorily or create any unnecessary liability for the JPA. All background checks will be conducted in compliance with applicable local, state, and federal law.

#### **4.R RESIGNATION**

Employees who desire to terminate their service with the JPA shall submit a written resignation to the Executive Director at least two weeks prior to the effective date of the resignation. Failure to comply with this requirement may be cause for denying future employment with the JPA. Resignations shall be deemed accepted by the JPA upon submission.

#### **4.S REHIRE**

Any regular employee who voluntarily or involuntarily resigns or separates and is later rehired, may forfeit all previous seniority and benefits and does not need to be rehired at his/her former grade or step, except in the case of lay-off. The exception is that an employee who separates and is rehired within one year will have his/her accrued and unused sick leave reinstated pursuant to the California Paid Sick Leave law, provided that the accrued and unused sick leave was not previously paid out to the employee. The rehired employee may be considered the same as a new hire. With approval of the Executive Director, a former employee who is eligible for rehire may be rehired by appointment rather than competitively, but may still be placed on at least six months' probation upon return.

## **SECTION 5: PERFORMANCE EVALUATIONS & SALARY ADJUSTMENTS**

### **5.A SALARY AT APPOINTMENT**

Except as otherwise stated in this Section, all new employees shall be appointed at the first step of the salary range to which their class is assigned. When the proposed employee's education, training, and experience are deemed superior and justify a salary in excess of the first step, the Executive Director may offer employment at Step A through C, commensurate with the proposed employee's education, training, and experience. A newly hired employee shall not be placed higher than Step C unless the JPC has approved placing the newly hired employee at a higher step.

All final appointments are subject to Executive Director approval, regardless of the step at which the employee is appointed.

### **5.B EMPLOYEE PERFORMANCE EVALUATION**

Regular reports on forms prescribed by the Executive Director shall be made as to the efficiency, competency, conduct, and merit of all employees appointed by the Executive Director. Performance evaluations are required to be given at the following times: at the end of the 12 month probation period and annually thereafter. As outlined in Section 4.N, any decision to extend an employee's probationary period must be made prior to the expiration of the original probationary period. Any evaluation which warrants a merit increase but is not completed by the designated review date shall be retroactively paid back to that review date. In addition to those occasions referenced by this Section, a supervisor may render a performance evaluation when performance issues arise, whether positive or negative; when there is a change in assignment; and/or when there is a change in supervisor or management.

During the performance evaluation meeting, the employee and supervisor shall review and discuss the employee's significant accomplishments, training, problem or improvement areas, and future development and objectives. After reviewing the job description, duties, and any established performance standards for that position, an evaluation shall be made by the supervisor as to whether the employee's performance meets JPA standards. An explanation must accompany any unacceptable or conditional judgment. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. Based upon the Performance Evaluation Report, the supervisor may make appropriate recommendations regarding a possible merit increase, promotion, or other action.

The employee shall have the right to attach a written response to the corresponding performance evaluation in his or her personnel file. This response must be made within 10 working days of receiving the evaluation.

If an employee is not in agreement with a performance evaluation which results in an overall below JPA Standard rating, and/or a denial of a merit increase, the employee may, within 10 working days after receipt of the evaluation, request a review of such evaluation. If the employee is not in agreement with the determination of the Executive Director, the employee may, within 10 working days after receipt of the determination of the Executive Director, request a further review by the JPC, whose decision shall be final and conclusive.

If the Executive Director prepared the evaluation in question, the employee may omit review by the Executive Director and proceed directly to the next level of review by the Joint Powers Commission, as appropriate.

Probationary, temporary and intern employees may attach written responses to their evaluations and submit them to the Executive Director for consideration; however, such employees have no appeal rights.

The employee and supervisor must sign and date the report. If the employee refuses to sign the report, the supervisor shall note this fact and any circumstances surrounding the employee's refusal on the Performance Evaluation Report. Copies of the Report shall be distributed to the employee and the Executive Director.

Performance evaluations shall not be subject to the appeals process (See Section 9) or the grievance process (See Section 10). The above procedures shall be utilized as the exclusive means to have the evaluation reviewed by a higher authority. Evaluations may be used as evidence in grievances that address the employee acts or performance.

### **5.C PROGRESSION ON MERIT STEPS:**

1. Regular Full-time and Regular Part-time Employees shall earn merit step increases based on meeting or exceeding satisfactory performance of duties in the overall rating rather than simple longevity, as follows:
  - a. Normal Progression: From the date of employment until the successful conclusion of the probationary period, no merit step increase shall be granted. At the end of a successful probationary period, the employee shall become eligible for a merit step increase (Equivalent to 2%) provided that the employee's overall performance has satisfactorily met JPA Standards. Thereafter, eligibility for merit step increases shall occur at 12-month intervals, provided the employee's performance is satisfactory, until such time as the employee reaches the last salary step available for his or her position. General employees must achieve at least an overall "meets job standards" to be deemed as having met JPA Standards. An employee who receives an overall performance mark less than "meets job standards" will not receive a merit increase. Management employees shall be afforded the same status until such time as the Executive Director adopts a new evaluation plan for management employees. Nothing in this section shall preclude the Executive Director from adopting new evaluation procedures and forms.
  - b. Promotional Progression: From the date of promotion until the successful conclusion of the probationary period, no merit step increase may be granted. When an employee is promoted to a classification with greater salary range, his or her salary increases to an appropriate step within the grade of the new job classification. An employee who is promoted shall be compensated at the step in the new salary range which comes nearest to but not less than five percent higher than the step he or she held in the previous salary range.

All promoted employees who successfully pass their promotional review period are eligible for a merit step increase to the next step (Equivalent to 2%) in the salary range of their new classification, again provided satisfactory performance is achieved. A promoted employee is eligible for another merit step increase (Equivalent to 2%), annually thereafter, from the date of the promotional review until their salary reaches the last step within the grade.

2. Temporary Employees may not receive merit reviews normally. A temporary employee may receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire and may be evaluated more frequently at the discretion of the supervisor. This performance evaluation may also be used as a basis for considering salary in the event the employee is rehired.



## **SECTION 6: ATTENDANCE AND HOURS OF WORK**

### **6.A WORKWEEK AND OVERTIME**

For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the workweek for JPA employees shall begin at 12:01 a.m. Monday and end at 12:00 p.m. (midnight) Sunday night. At the discretion of the Executive Director, non-standard workweeks may be implemented (e.g., 9-80-workweek schedule). For any illness or emergency absence from work, the employee must notify the supervisor within the first half hour of normal reporting time when possible. If that is not possible and the employee has accrued but unused sick leave available, the employee must provide notice as soon as practicable for a sick leave-related absence.

For Non-Exempt positions, which do not meet one of the FLSA exemption categories, overtime hours worked shall be compensated for time actually worked in excess of 40 hours in a work week. Holiday hours, sick leave hours, vacation, compensatory time, or administrative leave will not be included as time worked for purposes of calculating FLSA overtime.

Overtime for Non-Exempt employees shall be compensated in one of the following two ways:

1. As paid time at the one-and-one-half rate of pay; or
2. As compensatory time as accrued at the one-and-one half rate of pay.

Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e., paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. If the supervisor requires that a particular employee perform the overtime, yet they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated.

In order to establish an equitable system of working hours, compensation, and benefits, the JPC will, from time to time, establish a Benefits Plan, which will define separate benefit categories for compensation, benefits, and accrual rates, depending upon the nature of the position.

Compensatory time accumulated under these Rules and Regulations must be utilized or paid in conjunction with termination of employment.

### **6.B OVERTIME COMPENSATION**

Overtime compensation shall be provided to JPA employees as follows:

1. Executive Management, Middle Management, and Professional/Administrative/Management Employees are exempt (salaried) employees and shall not receive overtime compensation. Employees in these categories shall receive administrative leave hours, as specified in Section 12.D.

2. Non-Exempt Employees may receive overtime compensation in the form of paid time or compensatory time-off, at a time-and-one-half rate. The choice of compensation method is the employee's. Employees in this category may accrue compensatory time off up to a maximum cap of 120 hours. The Executive Director may allow accrual beyond the maximum if circumstances warrant. Overtime hours worked shall be compensated for time actually worked in excess of 40 hours in a work week.

### **6.C COMPENSATORY TIME**

Non-exempt employees may accumulate compensatory time off in lieu of overtime. An employee who has accumulated the maximum amount of 120 hours of compensatory time off shall not work overtime on a compensatory time off basis until the accumulation has been reduced to less than the maximum accumulation allowed under these Rules. This in no way limits or caps paid overtime.

Compensatory time off shall be paid at the regular rate earned by the employee at the time the employee takes compensatory time off. An employee who has accrued compensating time off shall, upon termination of employment, be paid for the unused compensatory time off at a rate of the final regular compensation/pay rate received by the employee.

### **6.D NO GUARANTEE OF HOURS**

Nothing contained in these Rules shall be construed to constitute a guarantee of minimum hours of work per day or per work week or of days of work per work week, provided that when reasonably possible at least 14 calendar days advance notice shall be given to each employee whose work hours are to be reduced. When economic conditions dictate, management may direct a reduction of hours, a furlough, or a reduction-in-force. The salaries of exempt employees will not be reduced for variations in the quantity of hours worked unless local, state, or federal law/regulations provide for an exception.

### **6.E TIME SHEETS**

All JPA employees must fully and accurately complete time sheets showing all hours worked and all leave taken. Exempt employees are not subject to having their pay reduced for working less than ~~eight~~ ten hour increments when no other authorized leaves are available to them. However, the JPA will make deductions from the appropriate paid leave accruals for periods of less than ~~eight~~ ten hours for an exempt employee's partial-day absence. Time sheets must be signed by the individual employee and the employee's supervisor or the Executive Director. Time sheets will be reviewed and audited by staff of the JPA. Notice of any correction(s) to the time sheet will be sent to the employee. Such corrections will be deemed final unless questioned by the employee within 30 days after notice of correction has been given to the employee. Employees have an obligation to audit his or her timesheets and report any inconsistency or error in pay, in writing, to his or her supervisor. Unresolved matters may be taken to the Executive Director for a final determination.

### **6.F CONSTRUCTIVE RESIGNATION**

An employee who is absent, without authorized leave, for three or more consecutive work days is deemed to have resigned. If the Executive Director determines that extenuating circumstances exist (such as the employee's use of accrued but unused sick leave but inability to provide notice thereof), the

resignation may be rescinded, in which case, absence may be covered by leave, with or without pay, if so approved by the Executive Director.

#### **6.G MEAL AND REST PERIOD POLICY**

As a political subdivision of the State of California, the JPA is not mandated to provide employees with meal and rest periods, however, it is the policy of JPA to provide its employees with meal and rest periods in accordance with the following regulations.

Full-time non-exempt employees may take one rest period in the morning (before 11:00 a.m.), and one in the afternoon (after 2:00 p.m.). Rest periods shall not exceed 15 minutes each. One paid rest period shall be provided for each four hour work period. Part-time employees are not entitled to a paid rest period unless they work longer than four hours.

Full time employees are provided with meal periods, which shall be at least 30 minutes, but no more than 60 minutes per day. Employees are expected to take their meal periods in accordance with department schedules. As the JPA schedule may not permit all employees to take a meal period between 12:00 noon and 1:00 p.m., the Executive Director may authorize staggered meal periods throughout the late morning and early afternoon. Part-time employees are provided with an unpaid 30-minute meal period but only if they work five or more consecutive hours. If the part-time employee is alone, he/she may be authorized to eat at the work-site on paid time.

JPA considers any employee who takes a break and leaves his/her normal work station to smoke as using that time towards his/her 15-minute rest period. The time employees engage in smoking while in transit and in the conduct of JPA business shall not be considered towards the employee's rest period allotment.

Rest and meal periods may be taken only in the time period for which they are designated and may not be accrued. Extenuating circumstances, as determined by the immediate supervisor, may establish cause for variation from the scheduling of rest and meal periods.

Exempt employees are expected to conform generally to the established standard for full-time non-exempt employees. Although flexibility is provided for exempt employees to exercise judgment in maintaining their work schedule, this schedule should not be to the detriment of work production.

#### **6.H EXEMPT EMPLOYEES AND PARTIAL DAY/FULL DAY ABSENCES**

As a general rule, if an exempt employee performs any work during the workweek, he or she must be paid the full salary amount, regardless of the quality or quantity of work performed.

In accordance with the Fair Labor Standards Act, and the District's accountability to the public, all exempt employees (Executive Management, Middle Management, and Professional/Administrative Management Employees), are subject to deductions from their paid leave balances for partial day absences. Similarly, if an exempt employee is absent from work for one or more full days and the employee has sick or vacation time available, the time off will be deducted from the employee's sick or vacation time. If the exempt employee does not have sick or vacation time available, the JPA may be legally authorized to make

deductions from an exempt employee's salary. In doing so, the JPA complies with the law regarding deductions for exempt employees to ensure that no improper deductions are made. The JPA commits to immediately resolve any complaints made by an employee regarding improper deductions.

If an exempt employee is absent from work for one or more full days and the employee does not have sick or vacation time available, deductions from pay are permissible when an exempt employee:

- is absent from work for one or more full days for personal reasons other than sickness or disability;
- is absent from work for one or more full days because of sickness or disability, when the employee does not have any paid leave benefits available (for example, sick, vacation), when the employee receives salary replacement benefits under state disability or workers' compensation laws;
- receives amounts as jury or witness fees, or for military pay (which will be treated as an offset);
- for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;
- is absent due to a budget-required furlough.

Additionally, the JPA is not required to pay the full salary:

- in the initial or terminal week of employment;
- for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

If an exempt employee is off work for any reason (including occasions when the employee is using sick leave or vacation), the employee must not perform any work on behalf of the JPA unless specifically instructed to do so by the employee's supervisor. This includes spending more than a de minimis amount of time (i.e., a few minutes) checking District phone or emails. For example, if an exempt employee is taking a full day off and using accrued sick leave to cover the time off, the exempt employee's sick leave will be charged for the employee's entire time off unless the employee's supervisor has specifically instructed the employee to perform work activities while on sick leave, the employee has otherwise received permission from his or her supervisor to perform work activities, or an emergency necessitated that the employee immediately perform work activities without first contacting his/her supervisor for authorization to do so. If an exempt employee violates this policy by performing unauthorized work, the employee will be paid appropriately pursuant to applicable law, but will be disciplined, up to and including termination, pursuant to the disciplinary rules herein.

If exempt employees have questions about performing JPA work when they are off work, they should contact their supervisor before performing any work. If an exempt employee believes that improper deductions have been made from his/her salary, they should contact Human Resources immediately.

## **6.I TARDINESS & ABSENTEEISM POLICY**

### **Reporting to work.**

**Hours Of Work.** Hours of work shall be established by management based upon the needs of the JPA, and are subject to change.

**Absence Or Tardiness.** Any time that an employee is not at the work station to begin the work day, they are either absent or tardy. If it is necessary for any employee to be absent/tardy from work for any reason, he or she must, as soon as feasible, but in no case any later than 30 minutes after start of the employee's shift, notify his or her Supervisor or, in the absence of the Supervisor, notify the Executive Director or Assistant Director of the absence or tardiness, giving the reasons for and anticipated duration of absence/tardiness. Notice shall be given verbally and supported by documentation when necessary. The use of answering service, text (SMS) messages, e-mail or other electronic means to communicate notice of absence or tardy is discouraged, except in cases of extreme emergency where no other means of communication is available.

In case of extended illness, arrangements should be made by the employee to have his or her condition reported to the JPA at frequent intervals so workloads can be reassigned. Unless there are compelling circumstances or otherwise authorized in advance, failure to report to the JPA on a daily basis (typically three consecutively scheduled shifts) without advance notification will result in termination based on job abandonment and will be considered a voluntary quit.

An employee who is absent or tardy because of his/her use of accrued sick leave will have his/her absence/tardy excused and he/she will not be disciplined. The notice, documentation, and timing requirements for an employee's use of accrued sick leave is governed by the sick leave section below (Section 7.A) rather than this policy.

## **SECTION 7: LEAVES**

### **7.A SICK LEAVE POLICY**

All employees are entitled to paid sick leave pursuant to California law and JPA policy. To be eligible for paid sick leave, employees must work in California for 30 or more days within a year of their hire date. Employees accrue paid sick leave on the first day of employment but do not become eligible to use accrued paid sick leave until the 90th day of employment.

Employees who successfully complete their probationary periods, retire under the requirements of the Public Employees Retirement System (PERS), are disabled, or voluntarily resign with proper notice to the JPA are eligible to receive a proportionate payment for the value of any unused sick leave. The JPA's policy for sick leave accrual and "buy-back" is as follows:

- Regular Full-time Employees shall accrue sick leave at the rate of 3.69 hours per pay period (12 days per year). Sick leave buy-back shall be calculated at a rate of forty percent (40%) of all accrued sick leave at termination of employment with the JPA. There is no cap on the amount of sick leave that a regular full-time employee may accrue.
- Regular Part-time Employees shall accrue and use sick leave on a pro-rata basis, calculated by the number of hours worked as a percentage of a 40 hour workweek. However, the accrual will never fall below a rate of one hour for every 30 hours worked. Regular part-time employees shall be paid at their regular hourly rate for unused sick leave at a rate of 20% of all accrued sick leave, at termination of employment with the JPA.
  - Accrued but unused paid sick leave carries over into the following year, except that there is a cap on the maximum amount of accrued paid sick leave allowed. A regular part-time employee's total accrued amount of paid sick leave cannot exceed 48 hours or 6 days, whichever is greater, at any given time. Employees who reach this cap will cease to accrue further paid sick leave hours until paid sick leave is used, at which point the employee will continue to accrue additional paid sick leave up to the cap.
- All other employees shall accrue paid sick leave at a rate of one hour for every 30 hours worked. These employees are subject to the same accrual cap described above for regular part-time employees.

#### **Basic Leave Entitlement:**

Paid sick leave may be taken for below prescribed purposes:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
- To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or stalking.

- A “family member” for these purposes is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling. Additionally, paid sick leave may be used for an employee who is a victim of domestic violence, sexual assault or stalking.

Upon prior approval by the Executive Director, up to ~~24~~30 hours of sick leave may be voluntarily donated from one employee to another out of a humanitarian need when the recipient employee has no leave accrued, including sick leave, vacation leave, administrative leave, or in lieu holidays. No more than six months of total leave may be donated to an individual employee.

### **Separation of Employment:**

Upon separation of employment from the JPA (voluntary termination, involuntary termination, etc.) employees are not entitled to be compensated for unused paid sick leave, unless otherwise provided for herein. Regardless, previously unused paid sick days that were not paid out upon separation of employment must be reinstated if an employee separates from employment and then is rehired within one year.

### **Increments:**

Employees may use paid sick leave in two-hour or less increments.

### **Notice:**

To the extent possible, employees must provide reasonable advance notice of their need for paid sick leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

### **Benefits Continuation:**

Paid sick leave under this policy will not constitute a break in the employee’s continuous service for the purpose of JPA benefits and seniority.

### **Relationship with Other Leave Policies:**

If a law or regulation provides for greater accrual or use of sick days, the law, regulation or policy with the greater protection may apply. For questions regarding the interplay between your entitlement to leave under other laws or regulations and your entitlement to leave under the Act, please contact the Human Resources Manager.

### **Job Restoration:**

Upon expiration of paid sick leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

### **Retaliation and Discrimination Prohibited:**

The JPA strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law.

Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources immediately.

### **7.B PATTERN, EXCESSIVE AND SICK LEAVE ABUSE**

If an employee appears to be abusing sick leave, the JPA reserves the right to investigate and potentially discipline. The JPA may believe an employee is abusing sick leave when:

- Excessive sick leave: Deliberate or habitual absenteeism; when sick leave use is beyond what is usual and customary in the workforce.
- Sick leave abuse: Sick leave used for purposes other than legitimate uses identified in the paid sick leave policy.
- Pattern: Continuously using one or more days of sick leave usage prior to or after a holiday, or continuously using sick leave on the first or last day of a workweek or shift.

The above definitions are intended to be illustrative only and the JPA reserves the right to address all instances of apparent inappropriate or abuse of sick leave.

### **7.C VOTING LEAVE**

In accordance with State law, the March JPA encourages all employees to vote in local, state, and national elections. Employees are encouraged to vote outside of normal working hours. Under special circumstances, an employee who does not have ample time to vote in a state or national election outside of normal working hours may make arrangements with his or her supervisor to take up to two hours with pay in order to vote.

### **7.D BEREAVEMENT LEAVE**

Employees shall be allowed five days of paid bereavement leave in the event of death of an immediate family member. Immediate family in this instance shall be narrowly defined as mother, father, spouse, natural/step children, mother-in-law, father-in-law, brother or sister. Two (2) days of paid bereavement leave will be allowed in the event of a grandparents death. For other family members, sick leave may be used. The bereavement benefit is a separate entitlement paid by the JPA.

If travel is required in excess of 300 miles for the death or funeral in the immediate family, the employee may use an additional two work days of accrued sick leave for this reason in conjunction with the five or two days of bereavement leave.

### **7.E JURY DUTY AND WITNESS LEAVE**



No employee shall be dismissed or in any manner discriminated against for taking time off from work to serve as a juror or witness when required by law provided such an employee complies with the provisions of this Section. An employee called to serve as a juror or witness shall notify his or her supervisor as soon as possible, but no later than one week prior to the commencement of such service, unless extenuating circumstances exist. Failure to provide sufficient notice or comply with the policy may lead to discipline.

Any employee of the JPA called as a juror or witness shall be entitled to be absent from his or her duties with the JPA as long as required by the court system or other tribunal. The employee shall obtain a jury calendar or assignment sheet weekly during such jury service, or a subpoena for being called as witness. The employee shall have the jury calendar or assignment sheet signed by the jury clerk or commissioner and shall deliver this sheet to his or her supervisor at the end of each week to verify jury duty service. When called as a witness, the employee must deliver a copy of the subpoena to his or her supervisor as soon as possible. Whenever possible, any employee called to jury duty/subpoenaed to testify as a witness must transition his or her work to another individual pending the leave and ensure all workload is handled during their absence.

If a regular employee on an alternative work schedule is summoned for jury duty, the Executive Director shall convert the employee's usual work shift to a regular five day, Monday through ~~Friday~~ Thursday shift basis. A regular employee required to serve on jury duty shall be entitled to his or her regular rate of pay, provided the employee deposits any fees for service, excluding mileage, with the JPA. A temporary employee called for jury duty will not be compensated for time lost while on jury duty, but shall be entitled to retain his or her jury fees.

Except for probationary employees, an employee's salary anniversary date shall be extended if his or her jury duty is in excess of 30 days per fiscal year. If an employee is required to serve on jury duty while on probation, his or her probationary period shall be extended the same length of time as the jury duty. Such extensions of salary anniversary dates and probationary periods which arise as a result of this policy shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Any employee required to be absent from work on behalf of the JPA by proper subpoena issued by a court or other legally empowered agency, shall be entitled to be absent from work at his or her regular rate of pay, provided that any fees, except mileage, are deposited with the JPA. An employee subpoenaed as a witness in any other matter shall not be entitled to be paid during such absence.

An employee who is released by the court from jury duty on any regularly scheduled work day shall contact his or her supervisor to find out whether he or she is required to return to work. An employee who is scheduled for stand-by duty while serving on jury duty shall be rescheduled for stand-by duty after the conclusion of jury duty, unless the employee agrees to serve both.

## **7.F PREGNANCY DISABILITY LEAVE/ACCOMMODATIONS**

Eligibility, Accommodations, and Transfers. Any employee who is disabled by pregnancy, childbirth, or related conditions may take a pregnancy disability leave for the period of actual disability up to four months, in addition to any family care or medical leave to which the employee may be entitled in these Personnel Rules. Pregnancy disability leaves may be taken intermittently or on a reduced-hours

schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the JPA with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

Pregnancy Disability Leave's Effect on Pay. Pregnancy disability leave is unpaid leave. However, employees must substitute any accrued sick leave for her leave at the commencement of a pregnancy disability leave of absence. If the employee is eligible to receive temporary disability insurance payments during her pregnancy disability leave(s), the employee may use these payments to supplement the use of any accrued sick leave payments. An employee may, at her option, also substitute vacation, compensatory time-off, and/or administrative leave allowances for her pregnancy disability leave after exhaustion of sick leave.

JPA pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies except as modified herein. The use of accrued time-off shall not extend the length of the leave. The authorized absence is only for the duration of the disability up to four months.

Pregnancy Disability Leave's Effect on Benefits. When an employee is on pregnancy disability leave, the JPA shall continue payment of benefit premiums for the employee and her dependents. Employees to whom the JPA provides payout of flex dollars in lieu of their use for purchasing the JPA's group health plan, will continue to receive these flex dollars as long as the employee receives pay from the JPA by utilizing accrued vacation, sick time, administrative leave, or compensatory time off. The JPA will cease payout of flex dollars for any unpaid portion of the CFRA leave. The JPA will continue payment of PERS retirement contributions (if applicable) for the first thirty days of the pregnancy disability leave of absence, however, this time may be extended if the employee is continuing to receive pay from the JPA by utilizing accrued allowances beyond the first thirty days. Vacation time, sick leave, administrative leave, and holidays shall not accrue during a pregnancy disability leave of absence unless the employee is continuing to receive pay by utilizing accrued sick leave, vacation, compensatory time-off or administrative leave allowances. Employees on pregnancy disability leave may also be eligible for benefits under the JPA's Long-Term Disability Program. Employees must file a claim in order to receive these benefits. Forms are available from the JPA Human Resource Coordinator.

Any employee who takes a pregnancy disability leave of absence shall have her salary anniversary date extended by the same length of time as the unpaid portion of the maternity leave. For purposes of this section, paid portions of pregnancy disability leave include only those portions for which payments are received on account of vacation, sick leave, compensatory time-off, administrative leave, and holiday allowances. If an employee takes a pregnancy disability leave of absence while on probation, her probationary period shall be extended the same length of time as the pregnancy disability leave. Such extensions of salary anniversary dates and probationary periods which arise as a result of this policy shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Certifications. A request for a pregnancy disability leave of absence should be submitted by the employee as soon as feasible after the employee learns of her pregnancy-related disability need for leave or accommodations. As a condition of taking a pregnancy disability leave or transfer, the employee must provide a written statement from her health care provider indicating that she is disabled due to pregnancy, childbirth or related medical conditions and/or that a transfer to an alternative position/other reasonable accommodation is medically advisable.

The medical certification should include:

- a. The date on which the employee became disabled due to pregnancy and the estimated date of return to duty or the period of the medical advisability for the transfer;
- b. The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
- c. A statement that, due to the disability, the employee is unable to work at all or perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement, due to pregnancy, the transfer is medically advisable.

Return to Duty. Consistent with the JPA's practice for other employees returning from a disability leave for reasons other than pregnancy, the JPA requires that an employee returning from pregnancy disability leave provide a release to return to work from her health care provider stating that she is able to resume her original job or duties, with or without reasonable accommodations.

Up to an additional two months of pregnancy disability leave may be granted for medical reasons if the employee's health care provider provides a written statement indicating the employee's inability to perform her duties or any feasible "limited duties" due to a pregnancy-related disability. Such an extension of pregnancy disability leave is subject to the approval of the Executive Director whose decision is final and conclusive. Nothing herein shall guarantee an extension beyond the standard four months of leave.

Temporary Transfer Requests. The JPA shall reasonably accommodate any transfer request by an employee who is disabled by her pregnancy. Any transfer request must be accompanied by a certification from the employee's health care provider stating that a transfer is medically advisable. Transfer requests may be made to alternate positions which are open and for which the employee is qualified. When a pregnant employee's health care provider certifies that it is medically advisable for the employee to take intermittent leave or leave on a reduced work schedule, the JPA may require the employee to transfer temporarily to an available alternative position. Any alternative position must have the equivalent rate of pay and benefits that the employee is receiving, and the employee must be qualified for the position. Transferring an employee to an alternative position may include altering the employee's existing job duties to accommodate the employee's need for intermittent leave or a reduced work schedule. Temporary transfers will be granted where appropriate and when JPA is able to reasonably accommodate the transfer, provided the transfer would not require JPA to:

- Create additional employment;
- Discharge another employee;

- Violate a collective bargaining agreement;
- Transfer a more senior employee in order to make room for the pregnant employee's transfer;
- Promote or transfer the employee or any other employee to a position for which he/she is not qualified; or
- Take any other action that would cause the JPA any undue hardship.

## **7.G FAMILY CARE AND MEDICAL LEAVE**

Although all public agencies, such as the JPA, are “covered” by the Family and Medical Leave Act (“FMLA”) (29 U.S.C § 2600 et seq.) employees of the JPA are not “eligible” for FMLA leave since the JPA does not employ at least 50 employees within a 75-mile radius, as required by the FMLA. However, the JPA does provide an unpaid family care and medical leave of absence for up to 12 workweeks to for qualifying reasons in accordance with the California Family Rights Act (“CFRA”) (Gov’t Code §§ 12945 et seq.) as set forth below.

Eligibility. To be eligible for a family care and medical leave under CFRA, employees must (1) have more than 12 months of employment with service with the JPA, and (2) have worked at least 1,250 hours during the previous 12-month period before the need for the leave. Note: the 12 months of service does not need to be consecutive.

Reasons for Taking Leave. Leave may be taken for the one or more of the following reasons:

1. The birth of the employee’s child or placement of a child with the employee for adoption or foster care;
2. To care for the employee’s spouse, child, parent, registered domestic partner, grandparent, grandchild, or sibling who has a serious health condition;
3. For a serious health condition that makes the employee unable to perform his or her job; or
4. For a qualifying exigency related to the covered active duty or call to covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child or parent in the Armed Forces of the United States (also referred to as “military exigency leave”).

Under this policy, “child” means biological, adopted, or foster child, stepchild, child of a domestic partner, or a person to whom the employee stands in loco parentis. Additionally, “parent” means biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. “Parent” does not include parent-in-law.

A “serious health condition” means an illness, injury, impairment, or physical or mental condition

that involves either of the following: (1) inpatient care in a hospital, hospice, or residential health care facility, or (2) continuing treatment or continue supervision by a health care provider that includes more than three consecutive calendar days of incapacity and (i) involves at least two treatments by a health care provider within 30 days after the first day of incapacity (unless extenuating circumstances prevent second treatment), or (ii) at least one treatment by a health care provider within seven days after the first day of incapacity that results in a regimen of continuing treatment under that provider's care.

The right to take a CFRA leave is separate and distinct from the right to take a leave due to pregnancy disability or related medical condition. In other words, an employee who requires a leave of absence on account of the employee's disability due to pregnancy, childbirth, or related medical condition may be entitled to take Pregnancy Disability Leave which does not run concurrently with a CFRA leave.

Eligible employees whose spouse, son, daughter, parent, or domestic partner is on covered active duty or call to covered active duty status may use their 12-workweek leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment activities, rest and recuperation, and to address other issues arising out of a military member's active duty or call to active duty when mutually agreed on by the JPA and the employee. Time off for rest and recuperation is limited to up to 15 days, unless granted by the JPA for additional time up to 12 workweeks.

Duration. As stated above, an eligible employee may take up to 12 workweeks of leave within a rolling 12-month period. Employees working less than five days a week or working alternate work schedules, the number of working days constituting 12 workweeks is calculated on a prorated basis. Leave may be taken as follows:

- One continuous period.
- Intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee's family member and if such intermittent leave is medically necessary as determined by the health care provider. The smallest increment of time that can be used for such leave is two hours.
- Any leave taken for the birth, adoption or foster placement of a child must be taken within 12 months from the date of birth or placement of the child with the employee. The minimum duration of the leave shall be two weeks. However, the employee is entitled to take a leave of less than two weeks on any two occasions and the JPA, at its discretion, may grant request for additional occasions of leave lasting less than two week.
- Spouses employed by the JPA are each entitled to take up to 12 workweeks of leave for the birth of a newborn child or for the placement of a child for adoption or foster care. The leave may be taken at the same time or separately, but for each spouse, leave must be completed within 12 months from the date of birth, adoption or foster child placement.
- Spouses employed by the JPA are entitled to a combined total of 12 workweeks of leave to care for a parent who has a serious health condition.

No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Calculating the 12-month Period. For purposes of calculating the 12-month period in which the 12 workweeks of leave entitlement occurs, JPA uses a “rolling” calculation. A “rolling” calculation means a 12-month period measured backward from the date an employee an employee uses any CFRA leave.

Procedure for Requesting CFRA Leave. Employees must notify the JPA of their request for family care and medical leave as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days’ advance notice to the JPA of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the JPA as soon as is practicable and generally must comply with the JPA’s normal call-in or notice procedures. All requests for CFRA leave should include enough information to make the JPA aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the JPA reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for such leave.

Determination and Notice. The JPA will promptly inform the employee, in writing, of whether the eligibility requirements have been met. Upon receipt and review of the certification (described below), the JPA will notify the employee, in writing, if the request for leave has been approved. The JPA will also advise the employee of all leave rights in accordance with the CFRA.

In circumstances where an employee requires additional leave beyond the original estimated duration, the employee must promptly notify the JPA of the need and provide updated medical certification as described above. Upon receipt of request and review of the updated medical certification, the JPA will promptly inform the employee whether the extended leave is granted.

Certification. An employee requesting leave because of the employee’s own serious health condition or to care for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner who has a serious health condition, will be required to provide a certification issued by the treating health care provider supporting the request for leave. The certification must contain the following:

- Date on which the serious health condition started;
- The probable duration of the condition;
- (Employee’s own condition) A statement that, due to the serious health condition, the employee is unable to perform the function of the employee’s position;
- (To care for family member) An estimate of the amount of time that the health care provider believes the employees needs to care for the individual requiring care;
- (To care for family member) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision.

If the JPA has reason to doubt the validity of the health certification, the JPA may, at its expense, require the employee to obtain a second opinion from a health care provider designated or approved by the JPA.

If additional leave is medically necessary, upon the expiration of the prior estimated leave time, the JPA may require the employee to obtain recertification from the treating health care provider. The recertification must contain the above information as required for the initial certification.

Return to Duty. Prior to returning to work from a family care and medical leave for an employee's own serious health condition, the employee must provide certification from the treating health care provider stating that the employee is able to resume work with or without work restrictions. To allow the supervisor to properly plan and schedule the employee's return, the employee is requested to provide this return to work certification at least 2 weeks in advance of the intended return to work date. The JPA will not reinstate the employee until a work release by the health care provider is obtained from the employee.

Military Exigency Certification. An employee requesting a leave for military exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States, must provide exigency certification that includes:

- A copy of the covered active duty orders or other documentation issued by the military that indicates that the employee's spouse, domestic partner, child, or parent is in the U.S. Armed Forces, is on covered active duty or call to covered active duty status, and the dates of the covered active duty service;
- A statement or description of the appropriate facts regarding the qualifying exigency;
- The approximate on which the leave will begin, the duration, and/or how often the leave will be needed (if taken intermittently); and
- The contact information for any meeting with a third party and a brief description of the purpose of the meeting.

Substitution of Vacation, Sick Leave and Other Paid Time Off. At the commencement of a family care and medical leave of absence, employees must substitute all accrued vacation, compensatory time off, or administrative leave allowances for unpaid leave, thus continuing to receive pay. Sick leave accruals may not be used, unless the leave is taken for the employee's own serious health condition. Pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies governing leave without pay, except as modified herein. The use of accrued paid time off shall not extend the length of the leave. For purposes of this policy, paid portions of family care and medical leave include only those portions for which payments are received on account of vacation, compensatory time off, administrative leave, and holiday allowances

Leave Effects on Benefits. During CFRA leaves, the JPA will maintain the employees' participation (if applicable) in the JPA's group health plan for the duration of the leave but not to exceed 12 workweeks over the course of a 12-month period, commencing on the date that the leave began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. The JPA will continue to use the flex dollars to pay the

premiums of the benefits selected by employees. If there are any additional payments made by the employee toward any group health plan premiums prior to the start of the leave, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she will also be required to pay the regular contributions for those benefits while on leave. The JPA may recover the premiums that it paid for maintaining coverage of the employee under any group health plans, if (1) the employee fails to return from leave after the expiration of the period of leave to which he/she is entitled, and (2) such failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstance beyond the employee's control.

Employees, to whom the JPA provides payout of flex dollars in lieu of their use for purchasing the JPA's group health plan, will continue to receive these flex dollars as long as the employee receives pay from the JPA by utilizing accrued vacation, sick time, administrative leave, or compensatory time off. The JPA will cease payout of flex dollars for any unpaid portion of the CFRA leave.

The JPA will continue payment of PERS retirement contributions (if applicable) for the first thirty days of the CFRA leave, however, this time may be extended if the employee is continuing to receive pay from the JPA by utilizing accrued allowances beyond the first thirty days.

Vacation time, sick leave, administrative leave, and holidays shall not accrue during a family care and medical leave of absence unless the employee is continuing to receive pay by utilizing accrued vacation, compensatory time off or administrative leave allowances, as well as sick leave when applicable due to employee's own serious health condition. An employee who takes a family care and medical leave of absence shall have his/her salary anniversary date extended by the same length of time as the unpaid portion of the family leave. During a family care and medical leave, the employee shall retain employee status with the JPA, and the leave shall not constitute a break in service for purposes of longevity or seniority.

Disability Insurance and Paid Family Leave Benefits. The California State Disability Insurance program ("SDI") provides short-term disability insurance benefits to eligible employees who need to take time off of work due to the employee's own non-work-related illness or injury, pregnancy, or childbirth. SDI provides up to 52 weeks of partial wage replacement benefits.

The California Paid Family Leave ("PFL") provides partial wage replacement benefits to employees who take time off of work, to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner with a serious health condition, to bond with a new child due to birth, adoption, or foster care placement, or to participate in a qualifying event resulting from an eligible family member's military deployment to a foreign country. PFL provides up to 8 weeks of partial wage replacement benefits within any 12-month period to eligible employees.

Both the SDI and PFL are administered through California's Employment Development Department ("EDD"). Employees are responsible for filing claims for the appropriate benefit directly with the EDD. SDI and PFL are not intended to provide employees with a job-protected leave of absence. The sole purpose of these benefits is to provide monetary benefits to eligible employees for qualifying reasons.

Reinstatement. Upon return from CFRA leave, the JPA will return the employee to the same or comparable position that the employee filled at the time the leave commenced. While on a leave, the employee shall retain the same status, longevity, and seniority that the employee had as of the date the leave



commenced. Such leave will not be considered a break in service for the purpose of seniority-related benefits, promotions, job assignments, layoff, or recall.

Failure to Return from Leave. An employee who fails to report to work on the expected date of return from CFRA leave without obtaining approval to extend the leave or take additional time off, the JPA will consider that the employee has voluntarily terminated his or her employment with the JPA. The JPA will thereafter complete and process any necessary paperwork to finalize the separation of employment.

No Discrimination or Retaliation. The JPA will not discriminate in any way against an individual because he or she exercised CFRA leave rights or gave information or testimony as to the employee's or other person's CFRA leave, and it will not interfere or limit in any way the exercise or attempted exercise of any such rights.

Employees should direct questions related to this Family Care and Medical Leave policy to Human Resources.

## **7.1 UNPAID DISCRETIONARY LEAVE**

Any employee who is absent from work and who is not on leave of absence with pay shall be considered to be on unpaid discretionary leave, if such leave has been authorized by the Executive Director. There is no entitlement to be reinstated in the exact position the employee occupied prior to the leave, the JPA is allowed to place the employee back in a substantially similar position. Additionally, if the position is subjected to layoff during the employee's absence, he or she is not insulated from layoff because of being on leave.

This section is designed to grant special requests for unpaid discretionary leave which are not specifically addressed in either the military leave, pregnancy disability leave, or New Parent Leave sections of these Personnel Rules.

An unpaid discretionary leave must be approved by the Executive Director. No unpaid discretionary leave shall be granted unless the employee requests the leave in writing and includes the reason for the request. Approval by the appropriate authority shall be in writing. No unpaid discretionary leave pursuant to this Section shall be requested or authorized for the purpose of imposing disciplinary action upon any employee.

An employee on an unpaid discretionary leave shall not receive compensation or accrue sick leave, vacation, or holiday credits. After 30 consecutive working days on an unpaid discretionary leave, employer contributions to retirement (if applicable), life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of an unpaid discretionary leave, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement benefits which may not be so continued. Any employee requesting an unpaid discretionary leave shall utilize all of his or her accrued compensatory time-off, administrative leave, and vacation time prior to the start of the unpaid discretionary leave.

Any employee who takes an unpaid discretionary leave for more than 30 work days in a calendar year shall have his or her salary anniversary date extended by the same length of time as the leave without

pay. If an employee takes an unpaid discretionary leave while on probation, his or her probationary period shall be extended the same length of time as the leave without pay. Such extensions of salary anniversary dates and probationary periods which arise as a result of this policy shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Upon expiration of an approved unpaid discretionary leave, the employee shall be reinstated to the same or equivalent position he or she occupied at the time leave was granted. Unauthorized failure on the part of an employee to report to work upon expiration of the unpaid discretionary leave shall constitute job abandonment and will result in dismissal, unless the failure to report was due to an employee's continued leave as a disability accommodation under the Americans with Disabilities Act or Fair Employment And Housing Act.

### **7.J MILITARY LEAVE**

Military leave will be afforded to employees in accordance with State and Federal law. Employees must submit a copy of military orders to the Executive Director prior to the beginning of the military leave period and as soon as the employee knows of the need to request such leave, except where military necessity dictates .

### **7.K ON-THE-JOB INJURIES AND WORKERS' COMPENSATION COVERAGE**

All injuries and illnesses arising out of and in the course of employment with the JPA, including first aid injuries, shall be reported immediately to the appropriate supervisor. The supervisor, upon receiving notice of the accident, shall be responsible for (1) giving the injured employee an "Employee's Claim For Workers' Compensation Benefits" (DWC-1) form within 24 hours; and (2) immediately notifying the Executive Director of the accident. The Executive Director, or designee, shall be responsible for completing an "Employer's Report of Occupational Injury or Illness (Form 5020)."

Workers' Compensation benefits shall be administered in accordance with the law and the JPA's Workers' Compensation insurance policy.

Additional information concerning Workers' Compensation Leave or benefits may be obtained by contacting the Executive Director.

## **SECTION 8: CONDUCT AND DISCIPLINARY GUIDELINES**

### **8.A GENERAL STATEMENT OF POLICY**

It is the JPA's belief that rules of conduct are most effective when they are written and communicated to employees and supervisors, consistently enforced, and the difference between major and minor forms of misconduct is recognized.

The JPA's goal is to administer discipline on an equitable and corrective basis. Effective discipline reinforces training by identifying rules and their reasons, correcting misconduct or improving job performance, serving as a deterrent through enforcement, and penalizing in relation to the severity of the offense and the employee's past record.

### **8.B CUSTOMER SERVICE POLICY**

Area residents, businesses, consulting firms, and members of the public, in general, depend on each JPA employee to render service speedily, efficiently, effectively and courteously. The following guidelines express in part the expectations of how employees are to implement the customer service philosophy of the JPA:

1. Employees shall keep themselves informed in order to perform their jobs effectively.
2. Employees shall be concerned about the welfare of others.
3. Employees shall be considerate, tolerant, patient and fair with others.
4. Employees shall be as cheerful and as positive as possible.
5. Employees shall use their training and capabilities to provide residents and businesses with the best service possible. Every effort should be made to provide correct answers and positive results.

### **8.C STANDARDS OF CONDUCT**

Employees are encouraged to excel in their work. JPA employees are prohibited from engaging in any conduct which could reflect unfavorably upon the JPA. The following standards are intended to govern the actions of all JPA employees during their course of employment. Employees who violate these standards shall be subject to appropriate disciplinary actions.

1. Employees shall abide by and carry out the ordinances, resolutions, policies, procedures, and the Personnel Rules and Regulations of the March JPA.
2. Employees shall always conduct themselves in a manner which reflects credit to the JPA and creates positive morale among JPA employees.
3. Employees shall operate all equipment safely and utilize safe means of carrying out their duties.

4. Employees shall follow instructions for all equipment and property.
5. Supervisors shall manage in an effective, considerate and fair manner.
6. Subordinates shall follow instructions in a positive, cooperative manner.
7. Employees shall provide service with courtesy and a smile and avoid arguments with the public and other employees. If citizens become difficult, they should be referred to a supervisor.
8. Employees shall avoid interpersonal conflict with others as it may affect productivity or the JPA's image. It is not necessary for everyone to like everyone else, but it is necessary to treat everyone professionally and courteously.
9. Employees shall dress appropriately. Although dress will vary with the type of work done, neatness, cleanliness, and a professional image are essential. Uniforms must be kept in good condition and worn while on duty, if required. All field personnel who are supplied uniforms will wear their complete uniform at all times while on the job. Exceptions may be granted on a case by case basis by the immediate supervisor.
10. The use or possession of alcoholic beverage, illegal drugs, or controlled substances while on paid duty time, or working while under the influence thereof, will not be tolerated. Violation will result in disciplinary action, as outlined in these Rules.

#### **8.D OBJECTIVE OF DISCIPLINARY GUIDELINES**

The disciplinary guidelines outlined in Section 8 are intended to be standards for applying discipline on the job. The offenses listed are not intended as exhausted or comprehensive coverage of the subject. The disciplinary actions listed are standards and guidelines. Individual circumstances may justify a supervisor, together with the Executive Director, administering more or less severe forms of disciplinary actions than those listed in these guidelines. The disciplinary authority must use reasonable judgment and proper documentation in each individual instance.

Any variations to these procedures will be reviewed and approved in writing by the Executive Director.

#### **8.E LEVELS OF OFFENSES**

There are four levels of offenses listed. A documented pattern which shows a history of recent disciplinary problems can result in cumulative or more severe disciplinary actions, including disciplinary suspension, reduction in pay, demotion, or dismissal. Moderating circumstances which may result in less severe disciplinary action include an employee's positive work record, outstanding accomplishments, length of service, and extenuating circumstances of the violation. Extenuating circumstances may justify the upward deviation of discipline at the discretion of the JPA, regardless of whether there was a prior history of discipline.

1. Engaging in any of the following conduct will most likely result in dismissal:
  - a. Theft, embezzlement, or fraud.
  - b. Falsification, unauthorized removal or alteration of official JPA records or employment applications.
  - c. Possession of, use of, or working while under the influence of alcoholic beverages or other controlled substances during JPA working hours, while on JPA property, while operating JPA vehicles, or while subject to duty (i.e., stand-by).
  - d. Assault, battery, or fighting an individual while on duty or under the guise of office.
  - e. Illegal possession or brandishing of weapons or firearms on JPA premises or property, while on duty or under the guise of office.
  - f. Acceptance of bribes or extortion.
  - g. Conviction of a felony or any crime involving moral turpitude.
  - h. Commission of an act involving moral turpitude, whether or not a conviction is obtained.
  - i. Violation of the JPA's policy against harassment, discrimination, and retaliation (see Section 1.O of these Rules and Regulations).
  - j. Intentionally damaging property of value.
  - k. Job abandonment of three consecutive work days with no notification or approved absence.
  - l. Material false statement or omission on the employment application.
  - m. Driving on JPA business with a suspended or revoked driver's license.
  - n. Continuing unsatisfactory job performance.
  - o. Felony eavesdropping or electronic recording of a confidential communication without consent of all parties to such communication.

This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above mentioned disciplinary action.

2. Engaging in any of the following conduct will most likely result in disciplinary suspension without pay for five to thirty working days, reduction in pay, or dismissal depending upon the circumstances, accumulation, or pattern of offenses. Other recently documented violations along with this incident or the repeating of such offenses will result in dismissal.
  - a. Intentionally misusing or abusing JPA property or property of another.
  - b. Disregard for major safety rules.
  - c. Insubordination by refusing a supervisor's legitimate order.
  - d. Unlawfully restricting work efficiency and production.
  - e. Attempting to provoke a fight on JPA premises, threatening, or deliberately intimidating others through threat of physical force.
  - f. Unauthorized release of information which has been validly classified as confidential.
  - g. Intentional mistakes or gross negligence causing damage.
  - h. Use of authority for personal gain.
  - i. Dishonesty, including falsifying time cards or other reports.
  - j. Driving on JPA business with an expired license.

This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above mentioned disciplinary action.

3. Engaging in any of the following conduct will most likely result in a written reprimand on the first offense, a disciplinary suspension of one to nine working days, reduction in pay, or demotion on the second offense, and possible dismissal on the third. Other recently documented violations in conjunction with this violation will result in more severe disciplinary action.
  - a. Unauthorized operation of tools, machinery or equipment.
  - b. Gambling on JPA property.
  - c. Disregard of minor safety rules including failure to report an injury or accident.
  - d. Abuse of authority.
  - e. Carelessness or inefficiency in completing assignments.
  - f. Unauthorized sleeping or unaccounted whereabouts while on duty.
  - g. Traffic violations, including preventable accidents, in JPA vehicles or while on JPA business.
  - i. Unauthorized absences or excessive leave without pay.
  - j. Abusive language which is personally or professionally insulting or derogatory.
  - k. Failure to notify the employee's supervisor of the loss of a required certificate or license, including driver's license.
  - l. Statements or allegations which are malicious, vexatious, or not made in good faith and designed to discredit another individual or agency.

This is not an exhaustive list. Other violations of similar scope and nature will result in the above mentioned disciplinary action.

4. Engaging in any of the following conduct will most likely result in either an informal discussion or formal warning on the first offense and a written reprimand on the second offense. Further incidents will result in more serious disciplinary action, including possible disciplinary suspension, reduction in pay, demotion or dismissal. Other recently documented violations in conjunction with this violation will also result in more severe disciplinary action.
  - a. Creating or contributing to unsanitary conditions.
  - b. Violation of smoking policy.
  - c. Unauthorized soliciting of contributions.
  - d. Distributing unauthorized printed matter on JPA time.
  - e. Failure to meet production or performance standards.
  - f. Engaging in behavior which prevents or hampers job performance.
  - g. Tardiness in reporting to work.
  - h. Abuse of sick leave.
  - i. Abuse of breaks or lunch time.
  - j. Inability or unwillingness to work harmoniously with other employees.
  - k. Failure to contact supervisor when late or absent.
  - l. Failure to report change of vital information.

- m. Failure to observe reasonable standards of personal appearance.
- n. Failure to follow specified job instructions.
- o. Minor safety violations, including housekeeping rule violations.
- p. Frequent personal phone calls.
- q. Frequent violations of established departmental rules and procedures.
- r. Reading non-related material during work time when not authorized.
- s. Misrepresentation of facts which does, or may lead to, a disruption of JPA business.
- t. Posting or distributing materials or telling jokes which are offensive to a person or persons with normal sensibilities.

This is not an exhaustive list. Other violations of a similar scope and nature will result in the above mentioned disciplinary action.

### **8.G Weapons/Anti-Violence Policy**

**Weapons.** Employees shall not carry firearms or any other weapons in JPA vehicles or on JPA property, including personal vehicles parked on JPA property. Employees who feel that they require personal protection shall discuss same with their Supervisor or Department Head. Management will then review the conditions and determine what action, if any, is appropriate

**Anti-Violence Policy.** The JPA has adopted a “zero tolerance” Policy regarding workplace violence. Consistent with this Policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the JPA or which occur on JPA property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at the JPA or to create a hostile, abusive, or intimidating work environment for one or several JPA employees.

**Definitions.** Workplace violence includes, but is not limited to the following:

- All threats or acts of violence occurring on JPA premises, regardless of the relationship between the JPA and the parties involved in the incident.
- All threats or acts of violence occurring off the JPA premises involving someone who is acting in the capacity of a representative of the JPA, or while during working hours off-premises.
- All threats or acts of violence occurring off the JPA premises involving an employee of the JPA if the threats or acts affect the legitimate interests of the JPA.
- Any acts or threats resulting in the conviction of an employee or agent of the JPA, or of an individual performing services for the JPA on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of the JPA.

**Specific examples.** Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or his or her family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of JPA property.
- Harassing or threatening phone calls.
- Harassing surveillance or stalking.
- The suggestion or intimation that violence is appropriate.
- Unauthorized possession or inappropriate use of firearms or weapons.

**Application.** The JPA's prohibition against threats and acts of violence applies to all persons involved in the JPA's operation, including but not limited to JPA personnel, contract, and temporary workers and anyone else on JPA property. Violations of this Policy by any individual on JPA property, by any individual acting as a representative of the JPA, by any individual acting as a representative of the JPA while off JPA property, or by any individual acting off of JPA property when his or her actions affect the JPA's interests will lead to disciplinary action (up to and including termination) and/or legal action as appropriate. (See Section 8F.(2)(e).)



## **SECTION 9: DISCIPLINARY ACTIONS AND APPEAL PROCESS**

### **9.A DEFINITION OF DISCIPLINARY ACTION**

"Disciplinary Action" means action taken by the Executive Director for disciplinary reasons, pursuant to these Rules and applies to all categories under this Section. Such disciplinary actions include: (1) a formal verbal warning; (2) a written reprimand; (3) disciplinary suspension; (4) reduction in pay; (5) demotion; or (6) dismissal.

### **9.B MAJOR DISCIPLINE**

Regular employees, and other employees where required by law are entitled to the notice and hearing provisions (although no legal obligation exists) as listed in this section.

1. Pre-disciplinary hearings:

a. Prior to the imposition of a major disciplinary action, which shall include, but is not limited to, an unpaid suspension of more than five (5) days, demotion, reduction in pay of one (1) month or more (which equates to a loss of pay which is more than the equivalent of a five (5) day suspension), or discharge, all regular employees shall be presented with a written Notice of Proposed Disciplinary Action informing the employee as to his/her right to a pre-disciplinary hearing.

b. The Notice of Proposed Disciplinary Action shall include:

i. A description of the discipline proposed;

ii. A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken and a statement of any employer rules, regulations, etc. or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling, evaluations or other relevant actions which support the action proposed;

iii. Copies of any documents relied upon in reaching a decision to propose the disciplinary action; and

iv. A statement advising the employee that he may respond to the Executive Director, or his/her designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the Executive Director, and the last date upon which a response may be made.

c. The employee shall have seven (7) working days from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. Upon a showing of good cause, the JPA may extend the time for response beyond seven (7) working days. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.

i. In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment, and meet with the Executive Director or his/her designee.

ii. During this meeting, the employee or the employee's representative, may present any reasons why the employee feels that the proposed action is not proper. The Executive Director or his/her designee shall listen to the employee's presentation, but need not present any evidence on behalf of the JPA, nor shall either party present witnesses for examination at this time.

iii. A written response must be received in the office of the Executive Director no later than 5:00 p.m. on the last day given to respond.

d. The Executive Director or his/her designee shall take the employee's timely response into consideration and shall make a determination as to whether or not the proposed action, a different action, or no action shall be taken.

e. Failure by the employee, or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in the disciplinary action taking effect as proposed.

## 2. Right to Appeal:

a. Any regular employee shall have the right to appeal any major disciplinary action, including, but not limited to, an unpaid suspension of more than five (5) days, a demotion, a reduction in pay of one (1) month or more (which equates to a loss of pay which is more than the equivalent of a five (5) day suspension), or a discharge.

b. Requests for appeal shall be made in writing, signed by the employee and filed with the Executive Director within ten (10) working days of the effective date of the discipline. Failure to do so shall constitute waiver of the right to appeal and failure to exhaust administrative remedies.

c. At its next regular meeting following receipt of a timely notice of appeal from the decision of the Executive Director or his/her designee, the JPC may appoint a Hearing Officer, Appeal Board, or Committee of the JPC to hear the appeal and recommend a decision which it shall certify to the JPC, or the JPC may hear the appeal. If the JPC hears the appeal, the employee shall be given the option of having the hearing held in open session.

d. The Executive Director shall notify the employee of the date, time and place of the hearing.

e. The employee shall appear personally at the hearing and may be represented by Counsel of his/her choice. In the event that the employee fails to personally appear, the appeal shall be deemed waived.

f. All parties and witnesses to be heard at the hearing shall be sworn and shall testify

under oath. The hearing shall not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be admitted, but it may not be the sole basis upon which a finding is made.

g. Upon conclusion of a hearing not conducted by the JPC, the Hearing Officer, Appeal Board, or JPC Committee shall cause its findings and recommendations to be prepared in writing and shall deliver the same to the JPA within twenty (20) working days following the conclusion of the hearing.

h. The Executive Director shall deliver a copy of such findings and recommendations of the Hearing Officer, Appeal Board, or JPC Committee to the JPC and to any other officer or employee affected by such findings and recommendations or from whose actions the appeal was taken. The JPC may then adopt, reject or modify such recommendations. Findings may be modified only upon a showing by the JPC that such modification is supported by appropriate evidence in the hearing record. The decision of the JPC shall be final for all purposes.

### **9.C MINOR DISCIPLINE**

Regular employees, and other employees, where required by law are entitled to the notice and hearing provisions (although no legal obligation exists) as listed in this section.

In the case of minor discipline, which shall include, but is not limited to, an unpaid suspension of five (5) days or less, reduction of pay of less than one (1) month (which equates to a loss of pay which is the equivalent of a five (5) day or less suspension), and written reprimand, employee shall be afforded the following:

1. Notice of Disciplinary Action, which shall include:
  - a. A description of the discipline and, except with regard to a written reprimand, the effective date(s) of the discipline;
  - b. A statement of the reasons for which the action is based on, which shall include a brief description of the alleged facts upon which the action is being taken and a statement of any employer rules, regulations, etc. or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling, evaluations or other relevant actions which support the action proposed.
  - c. Copies of any documents relied upon in reaching a decision to implement the disciplinary action; and
  - d. A statement advising the employee that he/she may respond to the Executive Director, or his/her designee, regarding the disciplinary action, orally or in writing, after it takes effect. This part of the Notice of Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the Executive Director, and the last date upon which a response may be

made.

2. The employee shall have seven (7) working days from the date of the Notice of Disciplinary Action to respond to the charges, either orally or in writing. Upon a showing of good cause, the JPA may extend the time for response beyond seven (7) working days. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.

a. In the event the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment and meet with the Executive Director or his/her designee.

b. During this meeting, the employee, or his/her respective representative, may present oral argument and documentary evidence in support of his/her position; however, the employee shall not be permitted to call and examine witnesses.

c. A written response must be received in the office of the Executive Director no later than 5:00 p.m. on the last day given to respond.

3. The Executive Director or his/her designee shall take the employee's timely response into consideration and shall make a determination as to whether or not the disciplinary action was appropriate. The Executive Director may uphold the disciplinary action, or decide to impose a lesser form of discipline.

4. Failure by the employee, or the employee's representative, to respond to the Notice of Disciplinary Action within the period allowed shall result in the employee waiving his/her right to respond.

5. In the case of minor discipline, no right of appeal is provided, except for the right to respond as set forth in Section 2, above.

## **SECTION 10: GRIEVANCES**

### **10.A POLICY**

Grievances are defined as any good faith or reasonable complaint between the JPA and an employee or group of employees involving the interpretation, application, or enforcement of these Personnel Rules and Regulations, however, complaints involving performance evaluations, denial of merit pay increases, employee classification, disciplinary actions, rejection from probation, layoffs, and termination of temporary and at-will employees are not grievable. Employees of the JPA shall be required to comply with the procedures set forth regarding items which are grievable. Failure to comply with the timelines set forth by this grievance procedure shall result in waiver of the right to file a grievance.

Employees of the JPA who pursue grievances according to the provisions of this grievance procedure shall be free of harassment, discrimination, and/or retaliation by fellow employees, supervisors and administration and shall in no way effect their present or future employment status.

### **10.B GRIEVANCE PROCEDURE STEPS**

The steps of the grievance procedure as follows:

1. Grievances must be discussed with the employee's immediate supervisor, or his/her superior in the event that the employee's problem is with the supervisor, within five (5) working days of the occurrence of the event giving rise thereto. The supervisor or his/her superior will attempt to resolve the matter and will, within a reasonable period of time, issue his/her decision on the matter in writing.
2. If not previously resolved, the employee may, within five (5) days of receiving the written decision of the employee's supervisor or his/her superior, submit a written request for review by the department head. The written request must be made on the form prescribed by the Executive Director, and shall contain a clear, concise statement of the grievance and facts upon which it is based. The written request must contain a citation to the rule, regulation, or policy allegedly violated, as well as the specific remedy sought. The department head shall make such investigation of the facts and issues as is warranted under the circumstances and shall make a determination within five (5) working days of receipt of the request and the written decision of the supervisor or his/her superior.
3. If the employee is dissatisfied with the determination of the department head, the employee shall, within five (5) working days of receipt of the department head's determination, notify the department head and the Executive Director of the employee's desire to appeal such determination. Said notice shall be in writing.
4. The Executive Director, or his/her designee, shall arrange and conduct a meeting between the employee and the department head. At such meeting, discussion shall be limited to the issues raised in the initial grievance complaint and an earnest effort shall be made to resolve the problem.
5. Following the meeting, the Executive Director shall issue a statement of his/her conclusions and findings. The decision of the Executive Director shall be final.

## **SECTION 11: EMPLOYEE RECORDS AND FILES**

### **11.A PERSONNEL FILES**

1. **Central Personnel Files:** The Executive Director shall maintain a central personnel file for each JPA employee indicating the employee's name, title of position, the department assigned, salary, changes in employment status, performance evaluations, disciplinary documents and such other information as may be considered pertinent by the Executive Director. Copies of documents concerning disciplinary actions taken by the supervisor or Executive Director must be placed in the employee's central Personnel file. There will be no disclosures of this information to third parties except as authorized by State or Federal law or as duly authorized in writing by the employee.

Personnel files shall be kept in locked, fire-proof files located in the Executive Director's office.

2. **Payroll Files:** The JPA staff shall maintain a file for each JPA employee showing the name, title of position, the department assigned, salary, changes in employment status, W-4 forms, payroll deductions and such other information as may be considered pertinent by the Executive Director. There will be no disclosures of this information to third parties except as authorized by State and Federal law, or as duly authorized in writing by the employee to third parties.

Nothing herein shall prohibit the JPA from keeping or placing documents in an observation file for the purpose of investigating alleged criminal conduct. For the purposes of this Section, an observation file shall not be considered a personnel file, and an employee or his or her designated representative shall not have access to observation files nor receive copies of documents placed in such files.

Unless required for a criminal investigation, an observation file on an employee shall remain open for a maximum of six months. If disciplinary action by the JPA is warranted or if the employee is found guilty of criminal activity, documents in the observation file shall be placed in the employee's personnel file(s).

Medical information is confidential under the California Confidentiality of Medical Information Act and kept separate from personnel files (Civ. Code § 56, *et seq.*)

### **11.B DOCUMENTS IN PERSONNEL FILES**

Upon request of the employee, an employee may place documents in his or her respective personnel files that commends his or her job performance with the JPA or demonstrates educational attainment.

Disciplinary documents shall be placed in personnel files. An employee may be provided a copy of any documents placed in his or her personnel file, and may review his or her file on request. However, employees are not entitled to review documents which are exempt from disclosure pursuant to Labor Code section 1198.5.

### **11.C ACCESS TO FILES**

No person other than the Executive Director, JPA Attorney, Special Legal Counsel, immediate supervisor, or their designated representatives shall have access to an employee's central or department personnel file. No person other than the payroll division staff, Executive Director, or the JPA Attorney shall have access to an employee's payroll file. Upon making an appointment, an employee or a person designated in writing by the employee for such purpose may inspect the contents of his or her respective personnel file. However, employees are not entitled to review documents which are exempt from disclosure pursuant to Labor Code section 1198.5. Upon paying the reasonable cost associated therewith, except as provided above, an employee or his or her designated representative may obtain copies of any documents contained in the employee's personnel file. Access to files will be provided where necessary to comply with a legally issued subpoena or other law.

The employee may file a grievance regarding the contents of his or her personnel file in accordance with the Grievance Procedure regulations outlined in Section 10.

### **11.D DISCLOSURE OF INFORMATION**

Prospective employers of current or former employees who request information regarding said current or former employees shall be directed to Human Resources only. Human Resources shall then only disclose the current or former employee's dates of employment and job title. No other information may be disclosed, and only Human Resources (or the Executive Director) has the authority to disclose that information. An employee or former employee may authorize access to or the disclosure of information from their personnel file or payroll records only when the employee or his or her representative presents the employee's signed written release for the disclosure of the information to the Executive Director or Human Resources. Nothing herein shall preclude nor specifically deny the use of any information in personnel files in any phase of a disciplinary or probationary action.

Access to other information will be provided where necessary to comply with a legally-issued subpoena or other law.

### **11.E CHANGES-IN-STATUS**

It is the employee's responsibility to notify the JPA staff of any changes in his or her address, phone number, marital status, dependent status, name change, training certificates, or other pertinent information.

### **11.F APPLICATION RETENTION**

Applications submitted by candidates for JPA employment become the property of the JPA and must be retained for at least three years.

### **11.G DESTRUCTION OF PERSONNEL RECORDS**

Personnel records, including employment applications, shall be destroyed only in accordance with the provisions of the JPA's system for the destruction of public records and then in accordance with other applicable law.



## **SECTION 12: EMPLOYEE BENEFITS**

### **12.A BENEFITS PROGRAM**

Benefits for JPA employees shall be provided as outlined in the JPA's Benefit Plan. Further information on these benefits may be obtained by contacting the Executive Director.

The JPA retains the right to alter the benefit plan, if it finds such changes to be in the best interest of the JPA. The following policies are based on Federal law and may change from time to time.

### **12.B HOLIDAYS**

Days which are designated as paid holidays (equal to ~~8~~10 hours each) by the JPC shall be holidays for JPA employees, unless otherwise specified. A holiday falling on Sunday will be observed the following Monday. A holiday falling on Saturday will be observed the previous Friday.

1. Regular Full-time Employees are entitled to the following 13/14 paid holidays each year:

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Two (2) Floating Holidays- Equal to ~~16~~20 hours (hired after 02/15/12)
- Three (3) Floating Holidays- Equal to ~~24~~30 hours (hired before 02/15/12)

2. Floating Holiday: Regular employees are entitled to two paid floating holidays each calendar year. Probationary employees are not entitled to a floating holiday until they have completed six months of service. These holidays shall take place on a date of the employee's choosing, provided the employee's supervisor deems them compatible with work schedules. Each floating holiday equals ~~8~~10 hours and must be taken within the calendar year in which it is earned. Employees who have not used their floating holidays by December 1st will have them scheduled for them by management if practicable. Floating holidays cannot be waived and either must be used or paid out at the end of the calendar year at the employee's then current rate of pay.

- a. Regular employees hired prior to February 15, 2012 are entitled to a total of three (3) floating holidays in consideration for changing the employer's paid member contribution to the California Public Employees' Retirement System to zero percent.

3. Regular Part-time Employees shall receive holiday compensation on a pro-rata basis for the first 12 holidays listed above. Holiday compensation for these employees shall be calculated by the number of hours worked as a percentage of the preceding 40 hour workweek.
4. Temporary Employees will not normally be given paid holidays, but will be given leave without pay on holidays which preclude their working.
5. In-Lieu Holiday: Any non-exempt employee whose work schedule requires the employee to work on an approved holiday will be awarded an in-lieu holiday which will be entered on the time sheet as compensatory time at the overtime rate (time-and-one-half), in addition to their regular wages for the hours worked. Employees who work less than ~~eight~~ ten hours on a holiday will receive compensatory time at the overtime rate equaling the actual time worked or shall be paid at the overtime rate for those hours worked plus holiday pay. The choice to receive pay or compensatory time is the employee's.

### **12.C VACATION LEAVE**

All vacations must be requested and scheduled in advance (at least one week prior to leave) when practical and approved by the department supervisor or Executive Director. Vacations shall be taken at such a time as not to place an undue burden on the department or division. When personal emergencies arise, vacation leave may be granted over the phone, but followed up by the written request. All JPA employees are encouraged in the interest of their own health and well-being to utilize, rather than to accumulate, vacation time.

With reasonable advance notice vacation time must be used for employees to (1) participate in the activities of schools or licensed child daycare facilities attended by their children; (2) find, enroll, or reenroll their children in a school or with a licensed child care provider; or (3) address a child care provider or school emergency. Management must grant such leave up to 40 hours per year per dependent child if so requested by the employee, but no more than 8 hours in any calendar month. If the employee does not have sufficient vacation time, the leave will be provided without pay.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits. All employees must be employed by the JPA for at least 180 days (six months) before vacation time can be utilized. Additionally, there is a maximum amount of vacation time that employees may accrue. Once an employee reaches his/her applicable vacation cap, he/she will not accrue additional vacation time until that employee uses vacation and their vacation bank is depleted below the cap unless, in the sole discretion of the Executive Director, an employee was unable to take vacation through no fault of their own.

1. Regular Full-time Employees, as outlined in the JPA's Benefit Plan, shall receive vacation benefits as follows:
  - a. Executive Management Employees with less than eight full years of continuous service shall earn 4.62 hours of vacation time per pay period of service (15 vacation days per year), accruing from the date of hire. Beginning the ninth consecutive year of service, Executive Management employees shall accrue vacation at the rate

- of 6.2 hours of vacation time per pay period (20 vacation days per year). Employees in this category may accrue up to 480 hours of vacation leave.
- b. Middle Management and Professional/Administrative/Management Employees with less than five full years of continuous service shall earn 3.08 hours of vacation time per pay period of service (10 vacation days per year), accruing from the date of hire. Beginning the sixth consecutive year of service, these management employees shall accrue vacation at the rate of 4.62 hours of vacation time per pay period (15 vacation days per year). Beginning the eleventh consecutive year of service, employees in these categories shall accrue vacation at the rate of 5.54 hours of vacation time per pay period (18 vacation days per year). Employees in this category may accrue up to 440 hours of vacation leave.
  - c. General Non-Exempt Employees with less than five full years of continuous service shall earn 3.08 hours of vacation time per pay period of service (10 vacation days per year), accruing from the date of hire. Beginning the sixth consecutive year of service, these employees shall accrue vacation at the rate of 4.62 hours of vacation time per pay period (15 vacation days per year). Beginning the eleventh consecutive year of service, employees in these categories shall accrue vacation at the rate of 5.54 hours of vacation time per pay period (18 vacation days per year). Employees in this category may accrue up to 320 hours of vacation leave.
2. Regular Part-time Employees shall receive and use vacation benefits on an individual basis, calculated by the number of hours worked as a percentage of a 40 hour workweek. Employees in this category may accrue up to 160 hours of vacation leave, provided this cap is at least 1.5 times the annual amount of vacation accrued. Part-time employees must fulfill the basic 20 hours per week schedule by either working or using leave.
  3. Temporary Employees are normally not eligible for paid vacation leave, but may take leave without pay as approved by their supervisors.
  4. Employees who have accumulated vacation and whose employment is terminated with the JPA, shall receive payment for all unused and accumulated vacation.

### **VACATION BUY-BACK**

Once annually, vacation leave accrued and unused above one hundred twenty (120) hours may be converted to a cash payment. Cash payment will be allowed one time per fiscal year at the current hourly rate of the requesting employee, but not to exceed one hundred (100) hours in any one (1) fiscal year. New hire employees on probation are not eligible for vacation buy-back.

### **12.D ADMINISTRATIVE LEAVE**

Certain exempt employees will receive paid administrative leave days in lieu of overtime compensation as exempt employees are not entitled to overtime compensation or compensatory time off. All administrative leave must be requested and scheduled in advance (at least one week prior to leave) when practical and approved by the department head or Executive Director. Administrative leave shall be earned on a pro-rated calendar year basis and reflected as accrued each pay period as follows:

1. Executive Management and Middle Management Employees shall receive 80 hours (10 days) of administrative leave per calendar year.
  - a. Executive Management and Middle Management employees hired prior to February 15, 2012 shall receive a total of 96 Hours (12 days) of administrative leave per calendar year in consideration for changing the employer's paid member contribution to the California Public Employees' Retirement System to zero percent.
2. Professional/Administrative Management Employees shall receive 60 hours (7.5 days) of administrative leave per calendar year.
  - a. Professional/Administrative Management employees hired prior to February 15, 2012 shall receive a total of 68 Hours (8.5 days) of administrative leave per calendar year in consideration for changing the employer's paid member contribution to the California Public Employees' Retirement System to zero percent.

Although Administrative Leave is earned on a pro-rata basis, the full amount of Administrative Leave to be accrued for the calendar year may be used in advance at any time during the year subject to the supervisor's approval. If an employee terminates, the employee will only be paid for the pro-rated administrative leave earned to the date of termination. If the employee who terminates has not earned enough pro-rated administrative leave to cover administrative leave used prior to termination, the remaining balance due shall be subtracted from any vacation or sick leave pay out or earned salary that the employee may be due upon termination.

Administrative Leave shall be utilized first within the calendar year it is earned and it will be paid out at the end of the calendar year in which it was earned if not used with the approval of the Executive Director.

## **12.E FLEXIBLE BENEFIT PLAN**

The JPA has adopted a "flexible benefit or cafeteria" plan which will cover certain JPA benefits. Employees, other than those listed below, are not eligible for flexible plan benefits. JPA employees shall receive the following amounts on a yearly basis in order to "purchase" benefits from the plan. These benefits are paid on a 24-pay period basis. Employees may change benefit elections only during open enrollment periods except when there are changes in family or employment/pay status or hardship emergency situations.

1. Regular Full-time exempt Employees shall receive an amount as approved by the JPC per plan year with which to purchase benefits.
2. As part of the flexible benefit plan, all full-time exempt employees must purchase group medical insurance coverage for themselves, or annually provide proof of other medical coverage, i.e., through one's spouse's coverage, military, etc. If the JPC deems it in the JPA's best interest, the JPA, at its option, may require all employees to purchase the JPA's preferred coverage and not allow verification of other coverage. Once this individual medical coverage has been purchased or verified, employees may purchase any of the following options with the balance:

- a. Medical Insurance: Once medical insurance has been purchased for the employee, he or she may also choose to purchase excess coverage for him-or-herself or insure any dependents. Eligible employees may choose from a variety of health care providers as offered by the JPA. Medical benefits, plan costs, and any deductible costs may vary depending upon the insurance carrier offered by the JPA and chosen by the employee. Those who choose to provide other kinds of medical coverage must report any change in that coverage within two weeks of any change of active status. Failure to do so may result in disciplinary action, forfeiture of the privilege to verify other coverage, and immediate enrollment in a JPA offered medical plan.
- b. Other Coverage: Employees may purchase other coverages such as life insurance and dependent care at employee's expense.
- c. Dependent Care (Child and Elder): Employees may purchase dependent (child and elder) care coverage, as long as this care is provided by an eligible provider. (An eligible provider is defined as one which complies with applicable JPA, County, and State licensing requirements, and is included on the JPA's provider list.)
- e. Military/PERS Buy Back: Employees may use flex dollars towards purchasing up to four years of military service credit towards the Public Employee Retirement System (PERS), retirement longevity, or to repurchase previously sold PERS credit from former PERS employers. These dollars are taxable.
- f. Use or Lose Provision: Flex dollars may not be carried over from one plan year to the next, according to IRS regulations. Employees who have left over funds and who do not elect additional vacation hours will be paid in cash. This amount will be subject to Federal and State withholding taxes.

3. Temporary Employees are not entitled to the benefits of the JPA's Flexible Benefits Plan.

## **12.F MANAGEMENT PACKAGE**

Certain categories of exempt employees are entitled to a management benefit package as a percentage of their gross annual salary. The dollar amount shall change as salary increases are received. This amount will be disbursed on a 26-pay period basis. These employee categories and percentages are as follows:

1. Executive Management Employees shall receive six percent of their gross annual salary.
2. Middle Management Employees shall receive four percent of their gross annual salary.
3. Professional/Administrative/Management Employees shall receive two percent of their gross annual salary.

This management package percentage amount may be expended in any of the flexible benefit plan options previously discussed. Other benefit options will be made available as they are approved by the JPC in accordance with applicable IRS guidelines.

## **12.G PERS MEDICAL COVERAGE FOR RETIREES**

The JPA shall contribute amount determined by PERS contract monthly for active and retiree medical coverage to the PERS, effective February 1, 2004. Retirees must convert to Medicare at age 65.

## **12.H LIFE INSURANCE**

The JPA provides term life insurance coverage for all JPA employees. Coverage becomes effective on the first day of the month which follows the first 30 days of employment with the JPA. The premium is paid by the JPA. The amount of coverage is determined as follows:

1. Executive Management and Middle Management Employees shall receive term life insurance at an amount which is three times their annual salary (rounded to the nearest thousand) – Maximum \$300,000.
2. Professional/Administrative/Management Employees shall receive term life insurance at an amount which is two times their annual salary (rounded to the nearest thousand) – Maximum \$300,000.
3. General Non-Exempt and Regular Part-Time Employees shall receive term life insurance at an amount which is one time their annual salary (rounded to the nearest thousand) – Maximum \$300,000.
4. The JPA's death benefit to survivors of a member who dies prior to retirement shall be the PERS 1959 Survivor Level IV Option (Section 21574.). For more information, please see Human Resources.

## **12.I DISABILITY INSURANCE**

Disability Insurance is determined as follows:

1. Short-Term Disability Insurance - STD: The JPA provides short-term disability insurance to all regular employees who work a minimum of 30 hours per week and who are disabled primarily as a result of a non-work-related illness or injury. This benefit commences between the first day and 30 calendar days of disability. In order to be eligible for benefits, an employee must be totally disabled for one month before benefits become payable.

The actual nature of the benefits provided will be determined and may be changed from time to time based on the insurance carrier and the benefits that are selected.

2. Long-Term Disability Insurance - LTD: The JPA provides long-term disability insurance to all regular employees who work a minimum of 30 hours per week and who are disabled primarily as a result of a non-work-related illness or injury. This benefit commences after 90 calendar days of disability. In order to be eligible for benefits, an employee must be totally disabled for one month before benefits become payable. For the first 24 months of a disability, "totally disabled" means that a former employee is prevented by disability from doing all the material and substantial duties of his or her job. If the disability persists

beyond 24 months, the former employee is re-evaluated to determine whether he or she can be rehabilitated for another career. If the employee can be rehabilitated, the employee is eligible for Rehabilitative Employment Services. If the employee cannot be rehabilitated for any career, total disability payments will continue.

The actual nature of the benefits provided will be determined and may be changed from time to time based on the insurance carrier and the benefits that are selected.

Employees eligible for Workers' Compensation benefits are not eligible for long-term disability benefits. However, a disabled employee may be eligible for long-term disability benefits for a work-related illness or injury after all Workers' Compensation benefits have ceased. Workers' Compensation information can be found in Section 7.I of the March JPA's Personnel Rules.

3. Continuation of Accruals and Benefits: The JPA shall extend payment of the medical insurance contribution for regular full-time employees up to an additional 90 calendar days during a 12-month period while an employee is disabled due to a non-work-related illness or injury. Such an extension of medical coverage shall take effect when existing coverage would otherwise expire. Employees not classified as regular full-time shall not accrue any leave or receive any benefits once all of their accrued time (sick leave, vacation, compensatory time, or administrative leave) has been exhausted.

## **12.J UNEMPLOYMENT COMPENSATION**

As required by State law, all JPA employees are covered under the California Unemployment Compensation Program. Further information can be obtained by contacting the local State of California Employment Development Department.

## **12.K JPA RETIREMENT PLAN**

The JPA provides retirement benefits for all employees through PERS. The JPA pays employer's contributions into the plan. Effective March 6, 2012, the employee must pay the employee's contributions into the plan. At its option, the JPA may change its retirement system provider upon adoption by the JPC. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows, but employees are directed to Human Resources for the most up-to-date information:

1. Regular Full-time Employees:
  - a. receive JPA paid employer's contribution into PERS retirement benefits.
  - b. pay employee's contribution into PERS retirement benefits.
2. Part-time and Temporary Employees after 1,000 hours worked in a fiscal year:
  - a. receive JPA paid employer's contribution into PERS retirement benefits.
  - b. pay employee's contribution into PERS retirement benefits.

PERS refunds may be issued ONLY if the member has permanently separated from all PERS-covered or reciprocal employment. If members have been on an unpaid leave of absence for at least six months, they may request a refund of their contributions prior to returning to active employment.

For all employees hired before January 1, 2013 the PERS benefit formula is 2.7% at 55 years of age.

For all employees hired after December 31, 2012 the following PERS benefit formulas shall apply:

- PERS New Members as defined by the Public Employees' Pension Reform Act of 2013, all PERS New Members shall receive a benefit formula of 2.0% at 62 years of age.
- PERS Traditional (**Classic**) Members as defined by the Public Employees' Pension Reform Act of 2013, shall receive a benefit formula of 2.7% at 55 years of age.

### **12.L EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Depending on budget and other considerations, the JPA may provide an employee assistance program. The EAP provides counseling and other services to assist employees and their families to deal with personal and emotional problems which affect or might potentially affect their job performance. This counseling is confidential.

### **12.M MEDICARE**

By law, effective after April 1, 1986, all employees must have a certain percentage (currently 1.45%) deducted from their gross pay for Medicare. The JPA will deduct the employee contributions in accordance with Federal law. The JPA shall pay the employer's share, which is equal to the employee's share.

### **12.N FLEXIBLE SPENDING ACCOUNT**

The JPA has available to all full-time employees, and those who qualify for the JPA's group medical coverage, an Internal Revenue Code (IRC) Section 125 account. The monthly cost of plan administration will be borne by those eligible employees who voluntarily elect to enroll. The Plan is not available until the employee has passed initial probation (normally at twelve months). An employee's contributions for out of pocket healthcare expenses from his/her salary account, if not used, may be forfeited. See the Summary Plan Description for details.

### **12.O IRC SECTION 457 PLAN**

The JPA has available to all employees an Internal Revenue Code (IRC) Section 457 Account.

Deferred Compensation: Employees may choose to "invest" any additional flexible funds into a deferred compensation plan, as provided by the JPA.

Deferred compensation is an IRS-approved method of deferring federal and state income taxes on savings until retirement. Taxes are paid, on both savings and earnings, when they are withdrawn during retirement, or upon separation from JPA employment.



An employee may defer a maximum allowable by law per calendar year. The employee may increase, decrease, stop and restart voluntary contributions not more than once a quarter.

In accordance with IRS rules, an employee may not withdraw these assets unless extenuating circumstances exist. Contact Human Resources for more information.

## **SECTION 13: STAND-BY AND CALL-OUT**

### **13.A CALL-OUT**

In the event non-exempt employees who are not assigned to stand-by duty are called out to work during normal off-duty hours to protect the public health or safety, they will be compensated at time-and-one-half for actual time worked, with a minimum of two hours credit for each call out. For the purpose of this Section, actual time worked shall include time from the time the employee leaves home to respond to the call until the employee has returned home (calculated assuming a reasonable amount of time to leave home and return and limiting compensation for employees who choose to live more than thirty (30) miles from the JPA). Call back shall be defined as having to return to work after having left work.

## **SECTION 14: TRAINING**

### **14.A TRAINING AND MEMBERSHIP**

The JPA recognizes the importance of employee development and training. In an effort to improve the capabilities and effectiveness of JPA personnel, the costs of required training will be paid by the JPA as needs are established and funding is available. This training effort shall be geared to both organizational improvement and individual employee development and must be pre-approved. This development shall not only be the responsibility of the Executive Director, but shall be shared with employees in a total organizational effort.

The JPA recognizes the need for employees to establish and maintain membership with various organizations as they relate to the business of the Authority and will reimburse membership dues for the employee if the budget allows and if pre-approved by the department supervisor or Executive Director.

### **14.B IN-HOUSE TRAINING**

Employees who have training, knowledge or expertise in a subject area, or have recently attended a seminar or conference in a given subject matter, may be asked to share this information with other employees. Such in-house training may be informal or formal depending upon the nature of the training and can include any variety of topics such as computers, copiers, telephones, supervisory, writing skills, etc.

### **14.C DEPARTMENTAL TRAINING**

JPA departments and divisions are encouraged to offer specialized training to their employees. Such training shall be the responsibility of the Department or Division Head and may include topics such as safety, equipment operation and other training in their specific fields of responsibility.

### **14.D TRAINING COURSES**

The JPA shall encourage local educational resources to offer courses and workshops at JPA facilities on matters in which employees of several departments may benefit. Such courses may be offered periodically in such areas as management, supervision, communications, time management, stress management, writing skills, etc.

### **14.E SEMINARS AND CONFERENCES**

With prior approval Employees may attend seminars or conferences covering current issues and areas relevant to their positions under the following conditions:

1. Employees must submit their request in writing to their respective supervisor or Executive Director and follow any applicable procedures.
2. Budgeted funds must exist for all such training and any travel. In-state and out-of-state attendance shall require approval by the Executive Director.
3. Employees must comply with the JPA's Travel Policy and provide necessary receipt documentation.

4. Employees who have recently received such training must be willing to provide "in-house" training to other employees, if requested.
5. This benefit is separate from the Tuition Reimbursement benefit in Section 14.F.

#### **14.F TUITION REIMBURSEMENT**

Subject to Executive Director (or designee) approval, employees may attend and be reimbursed for part or all of the costs of educational and other training courses which provide a benefit to the JPA. The Executive Director shall not recommend the reimbursement of more than \$400 to an employee for training or educational expenses in any one fiscal year.

Any educational or training course that is a requirement for continuation of employment or is an identified part of a job evaluation shall be paid for by the JPA. Any other educational or training course that is job-related may, if prior approval for reimbursement is given by the Executive Director (or designee), be reimbursed at 100% or less after successful completion. All college or other graded classes shall require a minimum grade of a "C" in order to receive such reimbursement. Books or other materials shall only be paid if some defined benefit can be shown to the JPA (i.e., books become part of JPA reference library).

In general, training time during working hours may be considered part of the job. Unless the JPA directs an employee to attend a specific training course, and the course is not available during work hours, training after hours shall be considered voluntary, and no additional pay, overtime or compensatory time shall be given by the JPA, unless advance special written approval is granted. Study time shall be considered completely voluntary.

Although the JPA encourages employees to pursue additional education, the JPA shall not pay for educational degrees or for education in general, but will only reimburse employees for required or job-related classes and training. No reimbursement shall occur if an educational class does not provide a benefit to the JPA. There is no mileage reimbursement for travel to and from educational classes. Required forms must be completed and necessary documentation (receipts and grades) must be provided, in order to receive reimbursement. Final and conclusive determinations of the reimbursement amount shall be made by the Executive Director.

#### **14.G TRAINING AND TRAVEL REIMBURSEMENT**

In accordance with the Fair Labor Standards Act (FLSA), attendance by non-exempt employees at lectures, meetings, training programs and similar activities must be counted as working time unless all four of these criteria are met: (1) Attendance is outside of the employee's regular working hours; (2) Attendance is in fact voluntary; (3) The course, lecture, or meeting is not directly related to the employee's job; and (4) The employee does not perform any productive work during such attendance. Leisure and meal times are not considered time worked unless they are part of the seminar.

Time spent by an employee traveling between the employee's residence and the regular workplace is not work time and shall not be treated as hours worked. When an employee is assigned by the Executive Director to travel outside of the JPA, time spent traveling between the employee's home and assigned destination shall be treated as time worked only to the extent that it exceeds the amount of time normally taken by the employee to travel between his or her residence and regular workplace.

When an employee is assigned to travel outside the JPA, return the same day, and he or she utilizes public transportation, the time spent traveling between the employee's home and the location of the public

carrier (i.e., airport, bus station, train station) shall not be treated as time worked. However, time spent traveling to a final destination via public carrier is considered time worked.

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

***MJPA - Reports, Discussions and Action Items***  
***Agenda Item No. 9 (1)***

**Meeting Date:** September 27, 2023

**Report:** **RECEIVE AND FILE AN UPDATE FOR MARCH JOINT POWERS AUTHORITY’S ECONOMIC IMPACT ANALYSIS BY QISHENG PAN, Ph.D.**

**Motion:** Receive and file an Update for March Joint Powers Authority’s Economic Impact Analysis (EIA) Qisheng Pan, Ph.D.

**Background**

In December of 2016, Dr. Qisheng Pan completed an Economic Impact Analysis (EIA) for the March Joint Powers Authority. The study utilized the well-known California Planning Model (SCPM) to trace all regional economic impacts using high level as well as localized scenarios. Assumptions included the buildout of the March LifeCare Campus and Meridian Business Park in 2030, while keeping the Upper Plateau area as-is (no development).

The buildout of Meridian Business Park - South Campus is wrapping up ahead of the 2030 timeline within the 2016 EIA and the March Inland Port’s Parcel D-2, which was not factored into the 2016 study, is now fully developed. Given the current status of developments within the March JPA Planning area, it is necessary to update the 2016 EIA to more accurately reflect the agency’s economic impact to the region. Moreover, as March Air Reserve Base also experienced changes since 2016 with community partnerships that supported the attraction of new missions such as the KC-46 bed-down mission, the Commission authorized the inclusion of the base’s outputs in the JPA’s 2023 EIA. The updated economic impact assessment now captures all economic outputs associated with the area formerly known as the March Air Force Base.

Here to provide information on the 2023 EIA for March is Dr. Qisheng Pan.

**Attachment:** March 2023 Economic Impact Analysis

# Economic Impact Analysis of the March Joint Powers Authority (MJPA) Development Projects

Draft Report by Dr. Qisheng Pan

Last Update on August 30, 2023

## Executive Summary

The objective of this research project is to assess the economic effects of the development initiatives undertaken by the March Joint Powers Authority (JPA) in 2023, as well as future development projects that are anticipated. The impact analysis will be carried out in two phases, beginning with the assessment of the present development status in 2023, followed by an evaluation of the full build-out scenario projected for 2040. In the first phase, we will estimate the economic impacts of the development projects in their current state as of 2023, while in the second phase, we will evaluate the economic effects of the full build-out scenario with and without the West March Upper Plateau project for 2040. As an update of our previous study completed in May 2023, this project estimates the economic impacts of the development in March JPA by incorporating the activities in March Air Reserve Base (ARB) to both the current development state in 2023 and the full build-out scenario without the West March Upper Plateau project in 2040.

This study employs the latest version of the Southern California Planning Model (SCPM) to trace all the regional economic impacts in current and future development status with a high degree of sectoral and spatial disaggregation. The SCPM has been updated with the data obtained from the Southern California Association of Government (SCAG)'s most recent regional transportation model. It integrates two key modeling components, namely an input-output model and a spatial allocation model. The input-output model is based on the widely used IMPLAN mode<sup>1</sup>, which offers a detailed breakdown of economic sectors. Meanwhile, the spatial allocation model as the second model component of SCPM is utilized to distribute sectoral impacts across the geographic zones in Southern California, such as municipal cities or traffic analysis zones. The economic impacts of the current development and the full built-out in March JPA and March ARB are shown in Table I and described as follows.

Phase 1 in 2023 generates significant economic impacts, with total output impacts of \$ 10,142.9 million and the creation of 41,311 jobs. Among the six counties in the SCAG region, Riverside County has the most substantial impacts, with \$ 5,998.3 million in output impacts and the creation of 21,346 jobs. Los Angeles County, being the largest county in the region, has \$ 2,615.9 million in output impacts and creates 12,591 jobs, while Orange County, the second-largest

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<sup>1</sup> Made available by <http://www.implan.com/>

county, has \$ 852.0 million in output impacts and creates 4,120 jobs. San Bernardino County, located in the north of Riverside County, has \$ 417.8 million in output impacts and creates 2,039 jobs. Finally, Imperial County, located in the south of Riverside County, has \$ 49.2 million in output impacts and creates 223 jobs. Among the six counties, Riverside is the only county having direct impacts. All other counties have indirect and induced impacts, while direct impacts are absent.

The March Joint Powers Authority (JPA) West area encompasses several campuses including Meridian North, South, West Upper Plateau, and West March Lower Plateau. The total output impacts in this area are \$ 2,678.1 Million, which has created 10,441 jobs. The March JPA East includes the North East Corner/March LifeCare, March Inland Port, and Other (K4 / D3E), and has a total output impact of \$1,540.5 Million and 3,762 jobs. The March Air Reserve Base (ARB) has a total output impact of \$1,396.0 Million and 5,285 jobs. Because March ARB and March JPA East are located in the same SCAG traffic analysis zone (TAZ), they have a total output impact of \$2,936.5 Million and 9,047 jobs.

At the municipality level, the City of Moreno Valley has a total output impact of \$45.0 Million and 188 jobs, while the City of Perris has an impact of \$28.1 Million and 106 jobs. The City of Riverside has a total output impact of \$107.2 Million and 476 jobs. The Unincorporated Riverside area has a total output impact of \$5,591.7 Million and 19,478 jobs.

Since the West March Upper Plateau project has not yet been approved by the Commission, it has been excluded from the economic impact analysis for the future full-built-out development in Phase 2. The total output impacts in 2040 are \$12,747.6 Million, which creates 57,751 jobs in the Six-County SCAG region. Over half of the impacts are located in Riverside County, which has a total output impact of \$7,431.5 Million and 31,842 jobs. In the March JPA West, the total output impacts are \$3,325.7 Million and 13,211 jobs. In the March JPA East, the total output impacts are \$2,227.9 Million and 10,945 jobs. It is assumed that that the March ARB will possess an equivalent count of both military personnel and civilians due to the absence of information concerning the base in the future developmental phase. The March Air Reserve Base (ARB) has a total output impact of \$1,396.0 Million and 5,285 jobs in 2040. The combination of March JPA East and March ARB in the same SCAG TAZ has a total output impact of \$3,623.7 Million and 16,230 jobs. In City of Moreno Valle, the total output impacts are \$58.5 Million and 285 jobs. In City of Perris, the total output impacts are \$35.2 Million and 166 jobs. In City of Riverside, the total output impacts are \$134.0 Million and 611 jobs. In Unincorporated Riverside, the total output impacts are \$6,917.1 Million and 29,347 jobs.



Table IA. The economic impacts of the current development and the full built-out in March JPA and March ARB.

	Current Development in March JPA and March ARB in 2023								Full Built-out without West Upper Plateau in March JPA and March ARB in 2040							
	Output (\$Millions)				Jobs				Output (\$Millions)				Jobs			
	Direct	Indirect	Induced	Total	Direct	Indirect	Induced	Total	Direct	Indirect	Induced	Total	Direct	Indirect	Induced	Total
March JPA West	2,677.5	0.4	0.2	2,678.1	10,439	2	1	10,441	3,325.2	0.4	0.2	3,325.8	13,208	2	1	13,211
March JPA East	1,539.2	0.9	0.4	1,540.5	3,756	4	2	3,762	2,226.2	1.0	0.6	2,227.7	10,938	4	3	10,945
March ARB	1,395.4	0.5	0.1	1,396.0	5,283	2	1	5,285	1,395.4	0.5	0.1	1,396.0	5,283	2	1	5,285
March JPA East and March ARB	2,934.6	1.4	0.5	2,936.5	9,039	6	3	9,047	3,621.6	1.5	0.6	3,623.7	16,221	6	3	16,230
City of Moreno Valley	19.6	8.7	16.8	45.0	60	40	88	188	24.1	12.0	22.4	58.5	108	60	118	285
City of Perris	17.7	4.2	6.2	28.1	54	19	32	106	21.8	5.1	8.3	35.2	98	25	43	166
City of Riverside	41.9	37.8	27.4	107.2	163	169	143	476	52.1	45.5	36.5	134.0	207	212	192	611
Unincorporated Riverside	5,533.0	35.7	22.9	5,591.7	19,200	158	120	19,478	6,848.8	37.7	30.6	6,917.1	29,017	169	161	29,347
County of Los Angeles	0.0	1,368.7	1,247.3	2,615.9	0	6,115	6,476	12,591	0.0	1,708.9	1,664.0	3,372.9	0	7,756	8,635	16,391
County of Orange	0.0	480.1	371.9	852.0	0	2,188	1,932	4,120	0.0	604.3	497.3	1,101.7	0	2,807	2,574	5,381
County of Ventura	0.0	117.7	92.0	209.7	0	517	476	993	0.0	128.3	121.4	249.8	0	555	628	1,183
County of Riverside	5,612.1	210.7	175.5	5,998.3	19,478	950	918	21,346	6,946.8	250.9	233.8	7,431.5	29,429	1,182	1,230	31,842
County of San Bernardino	0.0	214.9	202.9	417.8	0	978	1,061	2,039	0.0	268.3	270.5	538.8	0	1,295	1,422	2,716
County of Imperial	0.0	30.3	18.9	49.2	0	125	98	223	0.0	28.9	24.1	53.0	0	111	126	237
<b>Total</b>	<b>5,612.1</b>	<b>2,422.3</b>	<b>2,108.4</b>	<b>10,142.9</b>	<b>19,478</b>	<b>10,872</b>	<b>10,961</b>	<b>41,311</b>	<b>6,946.8</b>	<b>2,989.6</b>	<b>2,811.2</b>	<b>12,747.6</b>	<b>29,429</b>	<b>13,706</b>	<b>14,615</b>	<b>57,751</b>

## 1. Introduction

Airport development has been considered the engine of future economic growth in large urban areas, similar to the hubs created by ports and railyards in the past (Garreau 1992). Airport hubs are often evaluated to assess the growth of metropolitan areas as airports have great potential impacts on economy development, job creation, and population growth (Green 2007). As stated in *The Economic Impact of Commercial Airports in 2013*, it was estimated that in year 2013, the total economic impact of all commercial airports in the US, 485 airports, was over \$1.1 trillion, provided 9.6 million jobs with total payroll approximately \$358 billion (Smith, 2014).

Many statistic facts have shown the economic agglomeration effect of airport hubs. The Department of Transportation (DoT) in each state evaluates their airport economic impact periodically. The *Economic Impact of Airports in Maine 2006* summarized that there were 36 public airports generating more than 20,900 jobs, accounted for nearly \$487.6 million in payroll and generated \$1.5 billion in economic activity (MDoT, 2006). The *Colorado Airports Economic Impact Study 2008* reported that the annual economic activity or output generated by the airports and activities totals \$32.2 billion. All airport related/supported jobs identified in this study represent 28% of Colorado's total employment and annual tax benefits from the airports total an estimated \$1.7 billion (CDoT, 2008). The study of economic impact of airports in Pennsylvania stated that public-use airports supported approximately 304,462 jobs, generated \$9.2 billion in annual payroll and produced \$23.6 billion in annual economic activity (PDoT, 2011). *The Ohio Airports Economic Impact Study 2014* indicated that the 104 airports in the Ohio supported nearly 123,500 total jobs with a total annual payroll of nearly \$4.2 billion in 2012. The airports also produced more than \$13.3 billion in total annual economic output (ODOt, 2014). Reported in the *Texas Aviation Economic Impact Study 2018*, it was indicated that the 264 aviation airports in Texas created over 48,000 jobs with annual payroll amount nearly \$2.6 billion. The total economic output is more than 9.3 billion. (TXDOT, 2018).

The March Joint Powers Authority (Authority) Planning Area encompasses approximately 4,400 acres of former March Air Force Base (AFB) properties located in Riverside County, California, between the cities of Riverside, Perris and Moreno Valley. March AFB previously operated on 6,600 acres of federal lands until a 1993 Base Closure and Realignment Commission (BRAC) action resulted in the realignment of Base boundaries, the designation of March AFB as an Air Force Reserve Base, the loss of 10,000 jobs and approximately \$500 million annually to the local economy. The Authority was formed through a partnership between the County of Riverside and the Cities of Riverside, Perris and Moreno Valley for the purpose of restoring the local economy and jobs that were lost due to BRAC. As a result of the partnership, the Authority serves as the land use authority for the March area, developing more than 3,300-acres of properties in partnership with private developers, including 300-acres on airport properties, overseen by the March Inland Port Airport Authority (a division of the Authority). The March Inland Port Airport, a public airport, has shared use of flying facilities with the March Air Reserve Base through a Joint Use Agreement. The Authority developed about twenty-five percent of its development area by the end of 2016.

A research project was sponsored by the authority in 2016 to assess the economic effects of airport development projects in their current state and their projected status by 2030 when fully built out. The 2016 study revealed that the development phase in that year had produced output impacts worth \$962.4 Million and generated 5,649 job opportunities. The full-built-out development was estimated to create a total output impact of \$9,226.5 Million and 55,526 jobs by 2030, as per the projections.

The Authority plans to conduct an updated study to evaluate the regional economic effects of its development projects in March 2023 and project their impacts in a fully-built-out scenario by 2040, building on the 2016 study. The research project aims to estimate the economic impacts of the Authority's development activities in two phases. Firstly, it will evaluate the impacts of the ongoing development projects as of March 2023, while the second phase will assess the full-build-out scenario in 2040, as expected under the Authority's Plan.

## **2. Literature Review**

The economic impact of an airport encompasses not only the economic activities it initiates but also those related to its operation, including services such as transportation, job creation, business activities, tourism, and commodity transportation in the surrounding areas. According to Green's (2017) study, passenger activity is a more potent indicator than cargo activity for assessing an airport's impact on the local economy in terms of population growth and employment creation. In 2018, San Francisco International Airport (SFO) reported generating over \$3.3 billion in federal and local tax revenues, with more than half coming from direct airport activities. However, approximately \$2.3 billion was generated from visitor spending, while only \$1 billion was from freight services.

### **2.1. Job Creation, Housing Prices and Environmental Impact**

Airport locations are strategically planned, but they are not profiting from their locations. Van den Berg (1996) discussed that one option for airport to profit is to create subsidiaries to cooperate with local businesses. According to numerous economic impact analyses in the literature, the direct impacts of an airport typically account for approximately half of the total impacts. Hakfoort et al (2010) studied the regional economic impact of the Amsterdam Schiphol airport, and found that each job created directly by the airport lead to another induced employment. Echeverri-Carroll (1999) stated that the construction of a new airport created enormous amount of employment in the local economy both directly and indirectly. The Austin Mueller airport construction in 1998 created over 11,000 new jobs in the area and nearly half of them are direct employment in the professional fields of engineering, architecture, land survey, and other goods and services (Echeverri-Carroll, 1990). Take the O'Hare as an example, in 1990 there were about 600,000 jobs clustered around the airport, about 100,000 more than Chicago central area (Chalabi, 2002).

In the State of California, public agencies have constantly monitoring the economic contributions from the airport system. The *San Diego International Airport Economic Impact Study 2018* estimated that airport tenants and visitors alone at the San Diego International Airport supported nearly 116,600 total jobs with annual total payroll up to \$3.9 billion (San Diego County Regional Airport Authority, 2018). According to the *San Francisco International Airport 2019*, the San Francisco International Airport (SFO) directly accounted for almost \$11 billion in business revenues in 2018, creating more than 46,000 jobs at the Airport. Additionally, the airport directly contributes \$42.5 billion in business sales and more than 188,000 jobs to the Bay Area, generated by visitor spending in tourism and freight transportation services. With the addition of these indirect and induced effects, the total economic impact of SFO in the Bay Area is over \$72.7 billion, including \$25.8 billion in labor income and about 330,000 jobs in the region.

While airports are generally associated with positive economic impacts, some studies question this notion. Pitfield (1979) argued that airports do not always have a significant impact on local economic development after a review of empirical studies on airport economic impact. Concerns over noise pollution also affect the desirability of residential properties close to airports. Several studies (Tomkins et al., 1998; Lipscomb, 2004; Pope, 2008; Cohen and Coughlin, 2005; Batog et al., 2019) have applied the hedonic model to assess the economic impact of airports on residential properties. Pope (2008) found that buyers' awareness of airport noise depreciates housing unit value by 2.9 percent. Besides noise considerations, proximity to airports is another key factor that affects housing prices (Cohen and Coughlin, 2005). Even though house prices can be negatively impacted by noise factors, access to the airport has a positive impact on housing prices. The estimation of the impact of airport noise is complicated as other external variables, such as accessibility and employment, have varying levels of impact on the housing market. While Bell (2011) also argued that noise factors have a certain impact on the local housing market, properties located close to noise sources do not necessarily depreciate automatically. Moreover, airport land use restrictions are another important factor that affects housing prices. Batog et al. (2019) concluded that more rigid restrictions on airport land use had a negative effect on property prices. Tomkins (1998) used Manchester airport as an example to illustrate that the impact of an airport is not evenly distributed spatially. They suggested that the benefits of improved accessibility and job opportunities associated with the airport could outweigh the negative effects of proximity, including noise pollution.

## **2.2. Airport impact assessment**

In order to measure the economic effects of airport establishment, the impacts are typically categorized into three groups: direct impact, indirect impact, and induced impact. Ludders et al. (2008) conducted a study of six airports in California to assess the direct, indirect, and induced impacts on the local economy. They defined direct impact as the revenue generated from expenses incurred by travelers, such as transportation costs and goods and services purchased within the airport. Indirect impact was identified as the gains or losses experienced by surrounding businesses that are influenced by airport operations. Interestingly, tourism was

classified as a direct impact rather than an indirect impact. Induced impact was determined to be the outcome of the direct impact with multiplier effects.

Chalabi (2002) conducted a study on estimating the economic impact of airports, using Chicago O'Hare Airport as an example. The study defined direct jobs as those held by airline and air service employees, including government-related jobs. Indirect jobs were defined as those generated by travelers' expenditures, such as hotel, retail, ground transportation, food and service, and entertainment jobs. Induced jobs were identified as a multiplier effect of direct and indirect jobs, which typically included jobs generated by wage spending and suppliers of goods and services.

Pan (2022) utilized the Southern California Planning Model (SCPM) to analyze the regional economic consequences of the March Joint Powers Authority's (March JPA) development endeavors with sectoral and spatial disaggregation. The study focused on the impact of airport development projects in Riverside County, Southern California. The research was conducted in two phases, first estimating the impact of development projects in 2016, and then analyzing a full-build out scenario by 2030. The results of the study indicated that the economic impact of the March JPA's development activities extended beyond the local area and encompassed the entire Southern California region.

### **3. Methodology for Economic Impact Analysis**

The widely recognized Southern California Planning Model (SCPM) is being employed to evaluate the regional economic effects with a detailed sectoral and spatial breakdown. The SCPM model is distinctive in its capability to distribute all impacts in terms of job or output value to sub-regional zones, primarily individual municipalities. This is accomplished through an integrated modeling approach comprising two fundamental components: an input-output model and a spatial allocation model. The approach permits the depiction of estimated spatial and sectoral impacts based on any anticipated alterations in final demand.

The initial SCPM model, which was created for the Los Angeles five-county region, has been revised to determine the effects of strategies, plans, and initiatives in the Six-County Southern California Association of Governments (SCAG) area, which includes Los Angeles, Orange, Ventura, Riverside, San Bernardino, and Imperial County, as per the SCAG's regional travel demand model for 2016.

The input-output model used in this study has a high level of sectoral disaggregation, currently consisting of 546 sectors in the IMPLAN version. This model generates sectoral impacts by processing external shocks, which are treated as changes in final demand. These sectoral impacts are then input into the spatial allocation model, which distributes them across small geographic

zones in Southern California, defined by the 2016 city and county unincorporated area boundary data from SCAG<sup>2</sup>.

#### 4. Data Analysis and Results in Phase 1, the Current Built-out Scenario

The data preparation for the Environmental Impact Assessment (EIA) of March Joint Powers Authority (JPA) in Phase 1, which considers the current built-out scenario in March 2023, underwent a series of step-by-step preprocessing steps.

4.1. The first step is to obtain the economic activities by industry in current March JPA. They have been identified with spatial location.

Table 1. Economic Activities by industry by TAZ of current March JPA in March 2023

March Joint Powers Authority Development Status (Completed)				Land Use		
Business	Location	Sq/Ft	Total Employees	NAICS Code	IMPLAN 2019	TAZ
<b>Meridian North Campus</b>						
MS Development - "D"	MS Development D	157,513	150	2383	50-59	3261
WMWD/March JPA	Unit 2, Lot 7	55,000	130	9211	526-534	
Kaiser	Unit 2, Lot 7	55,000	100	6211	483-485	
RCTC Metrolink	Unit 2, Lot 4	0	5	4851	418	
University of California	Unit 2, Lot 6	159,000	175	9231	470-474	
DSM Masonry	Clifford	107,000	25	2383	50-59	
Smith Floors	Clifford		55			
California Comfort & Carter Mills	Clifford		8			
AMES	Clifford		21			
Stevco	Clifford		5			
Rite-A-Way	Clifford		150			
MTGI	Clifford		5			
SSD Alarm	Clifford		5			
MDP Magnum Diesel Parts	Clifford		10			
Crossfit	Clifford		21	7139	504	
E29 Baseball	Clifford		3	7139	504	
TRP Crown Sports	Clifford		5	7139	504	
Modfab Group	Clifford		3	5414	458	
Iverson Lab (IDL)	Clifford		10	3391	376-380	
Wood, Smith, Henning & Berman	Horizon	106,000	300	5411	455	

<sup>2</sup> <https://gisdata-scag.opendata.arcgis.com/datasets/SCAG::city-boundaries-scag-region/about>

Riverside Sheriff Association	Horizon			5611	470
Lamay Foundation	Horizon			7121	501
Southwest Arthritis	Horizon			6211	483-485
Riverside Elite Imaging	Horizon			6211	483-485
Concerta Urgent Care	Horizon			6211	483-485
Construction Industry Specialist CA	Horizon			2383	50-59
Foam Depot	Horizon			2383	50-59
P/P Uniforms	Falcon	247,000	6	4581	409
Natures Own (Flower Foods)	Falcon		20	3118	93-96
Pacific Flexible Solution	Falcon		5	4889	420
Entermedia	Falcon		4	5418	465
H & H Grading, Inc.	Falcon		6	2381	50-59
Rocksolid Granite	Falcon		7	2383	50-59
Ray & Associates, Inc.	Falcon		10	5416	462
Newspaper Distribution	Falcon		20	5131	423-427
Fastenal	Falcon		6	4441	405
CTE Geotechnical	Falcon		20	5413	457
Harvest Dental Lab	Falcon		10	3391	376-380
Stanley Security	Falcon		36	4599	330
Emerson Ecologics	Falcon		48	4249	400
US Global Direct	DRMO	81,000	25	4249	400
Spectrum Premium, Majestic III	Unit 1, Lot 3	85,000	50	4231	392
Berry Direct, Majestic III	Unit 1, Lot 4	125,000	20	3114	79-81
Russell Sigler, Majestic II	Unit 1, Lot 16	105,000	40	4237	394
Safco Products, Majestic I	Unit 1 Lot II	190,000	13	4232	396
McLane, Majestic I	Unit 1, Lot 18	225,000	40	4244	398
Newcastle 600	Unit 1, Lot 5&6	600,000	50	4249	400
McLane Foodservice	Unit 1, Lot 16	310,000	425	4244	398
Kia Distribution Warehouse	Unit 5, Lot 6	404,000	50	4231	392
Avanquest USA	Kia "B"	85,000	60	5415	460-461
JBS	Unit 3, Lot 3	110,000	830	3116	88-91
Global One Logistics	Unit 3, Lot 2	275,000	40	4931	422
Warehouse	Unit 3, Lot 1	90,000	12	4931	422
Rider Commerce	Unit 4, Lot 15	486,000	100	4249	400
Joe McKay Warehouse	Unit 4, Lot 13&14	110,000	40	4931	422
UNFI @ F&E	UNFI	1,100,000	800	4244	398
Albertson's @ F&E	Albertson's	65,000	100	3119	97-103
Meridian Distribution Center	Vacant	510,000	0	Vacant	
Joe McKay Business Park	Unit 4, Lot 3	240,000	200	4249	400
Sysco	Unit 4, Lot 16	480,000	450	4244	398
Veterans Plaza Hotel	Unit 4, Lot 4	81,723	40	7211	507-508

Veterans Plaza Restaurants		18,900	130	7225	509-511	
Veterans Plaza Retail		18,900	105	4599	330	
MS Development - "A"	MS Development A	176,396	150	2382	322-328	
MS Development - "B"	MS Development B	162,041	250	4931	422	
MS Development - "C"	MS Development C	74,922	300	2383	50-59	
<b>Total</b>		<b>7,095,395</b>	<b>5,704</b>			

March Joint Powers Authority Development Status (Completed)				Land Use		
<b>West March Lower Plateau</b>						
West Plateau - Burlington		2,273,000	350	4243	400	3261
West Plateau - Nissan			225	4231	392	
Business Park 1			0	Vacant		
Iron Mountain			35	4931	422	
Business Park 3			0	Vacant		
<b>Total</b>		<b>2,273,000</b>	<b>610</b>			

March Joint Powers Authority Development Status (Completed)				Land Use		
<b>South Campus</b>						
Building A Amazon		1,000,000	850	4249	400	3261
Building B UPS		1,000,000	1,000	4921	421	
Building C Safavieh		500,000	225	4232	396	
Building D Republic National Dist. Co		782,000	200	4248	396	
Eagle Business Park		390,500	400	4931	422	
Amazon DJT6		219,000	1,100	4921	421	
Van Buren Retail (2.9) Acre		30,000	60	4451	406	
Westmont Village			290	6223	490	
<b>Total</b>		<b>3,921,500</b>	<b>4,125</b>			

March Joint Powers Authority Development Status (Completed)				Land Use		
<b>North East Corner/March LifeCare</b>						
Foothill Baptist Church	NE Corner	21,800	6	8131	521	3268
United States Veterans Initiative Ph I	NE Corner	105,000	25	6239	491-492	
Former JPA Office	NE Corner	10,000	0	Vacant		
<b>Total</b>		<b>136,800</b>	<b>31</b>			

March Joint Powers Authority Development Status (Completed)				Land Use		
<b>Other (K4 / D3E)</b>						



K4		685,000	80	4251	401	3268
D3E		700,000	90	4249	400	
WMWD Sewer Treatment Plant			25	5622	479	
<b>Total</b>		<b>1,385,000</b>	<b>195</b>			

March Joint Powers Authority Development Status (Completed)				Land Use		
<b>March Inland Port</b>						
Millionaire FBO	Airport	5,000	21	4881	414	3268
Military Aviation Support	Airport	0	35	4881	414	
Amro Manufacturing (vacant)	Airport	110,000	0	Vacant		
Amazon Prime	Airport	186,000	578	4581	414	
Fellowship (former Philips Bldg)	Airport	225,000	88	4249	400	
Airport Trailer Storage Facility	Airport	500	8	4931	422	
VIP 215 / Target	Airport	1,800,000	2,800	4249	400	
<b>Total</b>		<b>2,326,500</b>	<b>3,530</b>			

<b>TOTAL, ALL DEVELOPMENT</b>		<b>17,199,795</b>	<b>14,195</b>
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Source: Author preparation using the 2023 data obtained from the March Joint Powers Authority.

Table 1 provides a breakdown of existing business establishments located in close proximity to Meridian Parkway in West Riverside County, along with the number of full-time equivalent (FTE) jobs associated with each establishment. In March 2023, the total number of jobs in the area of March Joint Powers Authority was 14,195 FTEs, which is more than four times the total of 2,896 FTEs in 2016. Some of the business establishments have their total space measured in square footage. The table reports a total space of 17.2 million square feet, which is over three times the 5.5 million square feet developed in 2016. The largest business establishments in the area include wholesale and retail stores, warehousing and storage, healthcare services, construction offices, and others.

Each business's traffic analysis zone (TAZ) was determined by matching its name and address to the physical location on the 2023 Development Map sent by the authority and then matching the location to the TAZs. These businesses are situated within two TAZs, namely TAZ 3261 and TAZ 3268, which were established in the Southern California Association of Government's (SCAG) 2016 regional travel demand model.

The original data classified the jobs by the North American Industry Classification System (NAICS) code, which are converted to IMPLAN 2019 sectors using an IMPLAN and NAICS “bridge” (sector matching) table.

Table 2. Military Personnel and Civilians with their Activities by industry in March Air Reserve Base (ARB) in 2023

<b>Military Personnel</b>	<b>Quantity (Jobs)</b>
<b>Active Duty Personnel</b>	774
<b>Air Force Reserve / Air National Guard</b>	313
<b>Non-Extended Active Duty Reserve / ANG</b>	2,620
<b>Trainees / Cadets</b>	
<b>Military Dependents</b>	
<b>Active Duty Military Dependents*</b>	
<b>Appropriated Fund Civilians</b>	
<b>General Schedule</b>	694
<b>Federal Wage Board</b>	218
<b>Other Civilians</b>	376
<b>Non-Appropriated Fund Civilians <u>Paid with Appropriated Funds</u></b>	
<b>Appropriated Fund NAF-Activity Civilians</b>	89
<b>Appropriated Fund AAFES Civilians</b>	41
<b>Appropriated Fund DeCA Civilians</b>	50
<b>Appropriated Fund DoDEA Civilians</b>	
<b>Contract Civilians (not elsewhere included)</b>	108
<b>Construction</b>	<b>Annual Expenditures</b>
<b>Military Construction Program</b>	
<b>Non-Appropriated Fund Construction</b>	
<b>Military Family Housing Construction</b>	
<b>O&amp;M Construction</b>	\$8,252,000
<b>Other Construction</b>	
<b>Locally produced goods and services (non-construction)</b>	
<i>Pick from list:</i>	
<b>Utilities</b>	\$4,354,072
<b>Printing and related support activities</b>	
<b>Warehousing and storage</b>	\$42,247
<b>Broadcasting and telecommunications</b>	\$104,914
<b>Data processing, internet publishing, and other information services</b>	

<b>Professional, scientific, and technical services</b>	\$20,000
<b>Waste management and remediation services</b>	\$1,577,926
<b>Educational services</b>	\$31,648
<b>Other services</b>	\$1,160,152

Source: Author preparation using the 2023 data from March ARB obtained by March JPA

Table 2 lists the military personnel and civilians in March ARB. The total number of FTEs is 5,283, including 3,707 military personnel and 1,576 civilians who received appropriated fund or non-appropriated fund but paid with the appropriated fund. It also breakdowns the annual expenditures of March ARB in construction and other activities. The total amount of annual expenditures in O&M Construction of the Military Construction Program is \$8.25 million. It also reports a total expenditure of \$7.29 million in local produced goods and services. The largest expenditures include \$4.35 million of utilities, \$1.58 million of waste management and remediation services, and \$1.16 million of other services, etc.

Though the data obtained from March ARB has not classified the jobs by the North American Industry Classification System (NAICS) code or other similar industrial code, the total 5,283 FTEs can be split by the composition of annual expenditures in construction, utilities, waste management and remediation services, and other service types. They are converted to IMPLAN sectors using appropriate bridge tables.

March ARB is located in SCAG’s TAZ 3268, which is the same as the business establishments in March JPA East. Thus, the economic activities of March ARB and March JPA East are combined at the TAZ level for the following analysis and reports.

#### 4.2. IMPLAN input-output analysis with multiple sub-steps as follows,

##### 1) Construct a new model

A new model is constructed for the Six-County Southern California Association of Government (SCAG) region using the most recent IMPLAN data in 2021 (see Figure 1).

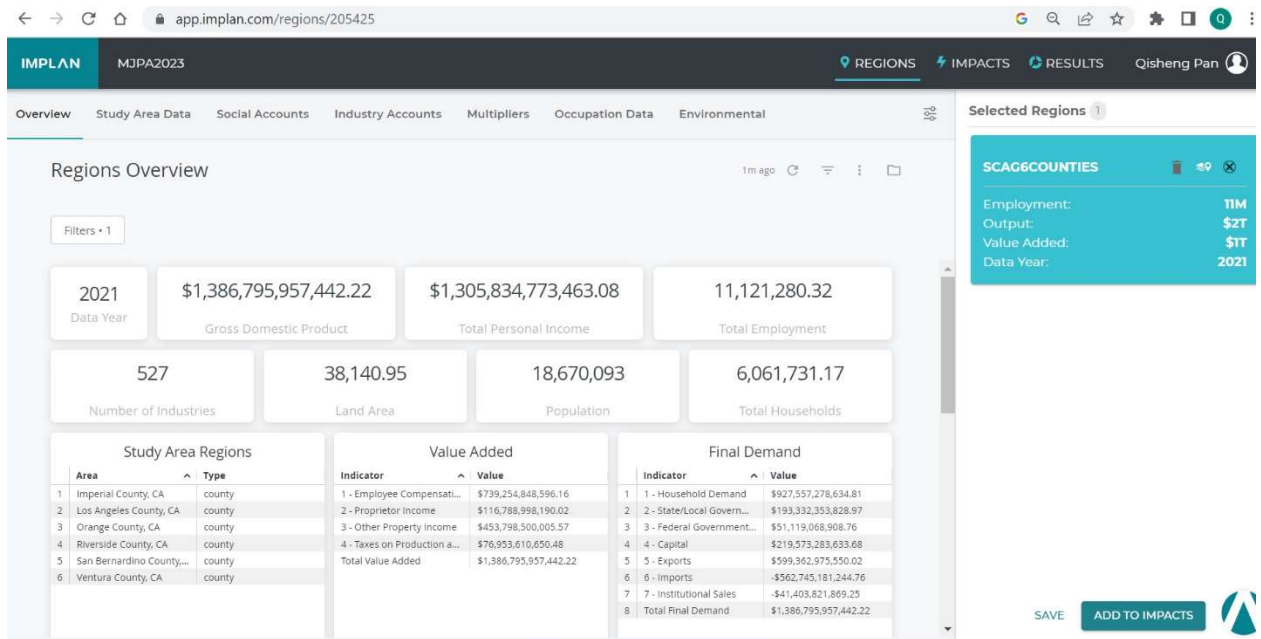


Figure 1. Constructing new model for the Six-County Los Angeles Region

IMPLAN 2021 data reveals that the Six-County Los Angeles Region boasts a population of 18.6 million, 6.1 million households, and 11.1 million jobs. Additionally, the regional economy generates \$2,302.1 billion outputs, which are distributed among 527 out of 546 industry sectors defined by IMPLAN.

## 2) Set up activities and create events

A new task for conducting an Economic Impact Analysis (EIA) is to be created, and new events for this task are to be generated using the employment data measured in FTEs from Table 1 for March JPA and Table 2 for March ARB. The year for the data is set to be 2021, which is the latest year available in IMPLAN, and the dollar year is set to be 2023, corresponding to the year of data obtained for economic activities by industry in the current phase of March JPA (Figure 2). Each business name is used as the title of the event, the IMPLAN industry sector is entered as the specification, and the employment value is extracted from the corresponding business in Table 1 and Table 2.

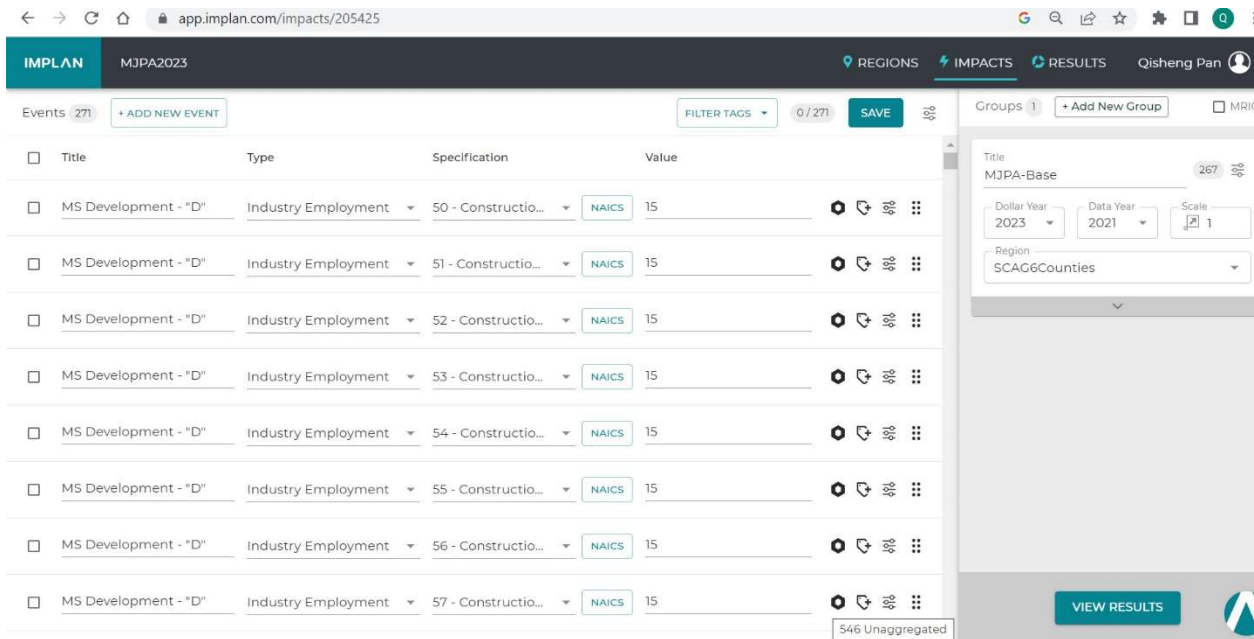


Figure 2. Set up activities and create events

### 3) Analyze scenarios

Generate an economic impact scenario based on the EIA activities and assess the scenario. The results of the impact analysis, which include direct, indirect, and induced effects, are reported by IMPLAN (refer to Figure 3). The "Direct" effects reflect the direct expenditures linked to an industry, such as labor, materials, supplies, and capital costs. The "Indirect" and "Induced" figures represent secondary effects resulting from suppliers' and contractors' expenditures, as well as household spending throughout the SCAG region.

Based on the definition for input-output models in IMPLAN Manual, direct effects represent the change of employment or output for an industry in response to the presumed change of final demand for that same industry. Indirect effects represent the response by all local industries caused by the iteration of industries purchasing from industries per million dollars of final demand for a given industry. Induced effects represent the response by all local industries caused by the expenditures of new household income generated by the direct and indirect effects per million dollars of final demand for a given industry (MIG 2004).

Input-output models calculate all indirect and induced impacts. In this context, direct impacts include the construction of new facilities and reductions in household expenditures resulting from increased taxes to pay for these facilities. Direct impacts result from the project expenditures. Indirect impacts consist of impacts on vendors from whom builders purchase materials and services. Each indirect impact creates additional but attenuating indirect

impacts. A vendor who supplies more of his own product purchases additional inputs from his own vendors, and so forth. Labor is an especially important production input and induced impacts consist of the impacts specific to the labor sector. These sector specific impacts can be expressed in terms of dollars or jobs (Pan and Richardson, 2015).

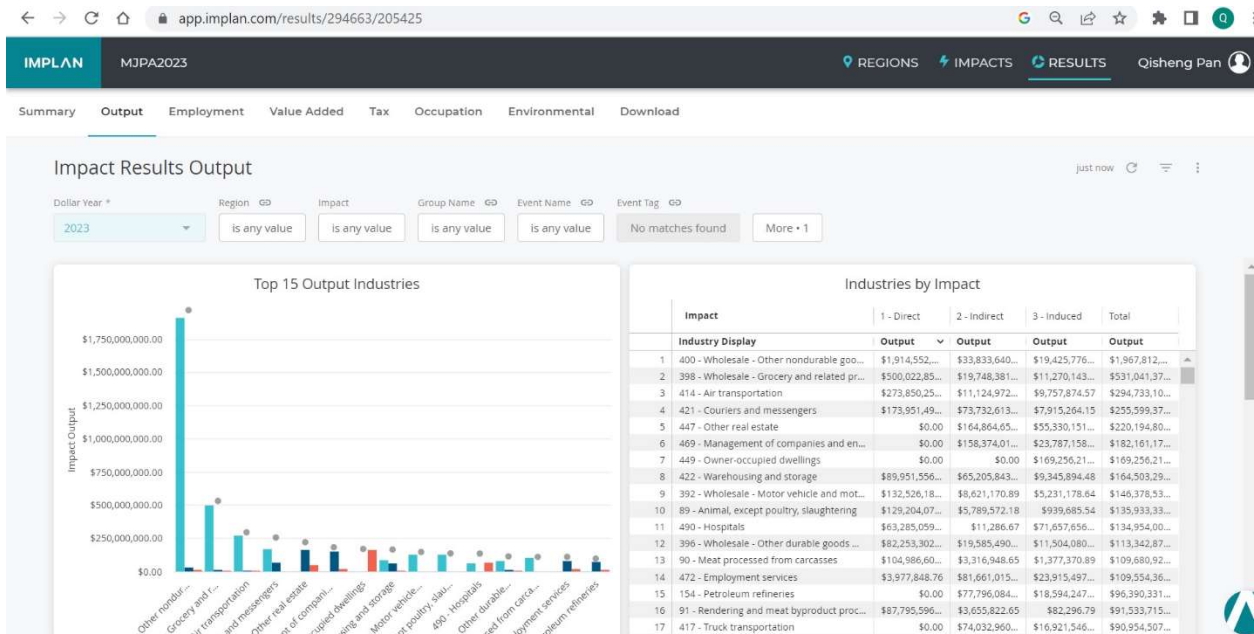


Figure 3. The results of IMPLAN impact analysis

The impact analysis results from IMPLAN are detailed and available as a comma-delimited file called "Detailed Economic Indicators - Current.csv". This file contains information on output and employment by IMPLAN sector. According to the IMPLAN model, the total impacts of the March Joint Powers (MJP) Authority's current development in March 2023 are \$10,142.9 million, which includes \$5,612.1 million in direct impacts, \$2,422.3 million in indirect impacts, and \$2,108.4 million in induced impacts. The total impacts measured in terms of jobs are 41,311 FTEs, which includes 19,478 jobs in direct impacts, 10,872 jobs in indirect impacts, and 10,961 jobs in induced impacts.

4.3. The following step involves allocating the impacts across various geographic zones in Southern California, which include counties, cities, and traffic analysis zones (TAZs). The crucial component of this model is the Garin-Lowry style module that is utilized in SCPM for spatial allocation of the induced impacts generated by the input-output model. The SCPM has been recently updated with the latest data from SCAG's 2016 regional transportation model, which includes 4,109 Tier 1 TAZs.

The modeling results are summarized by City and County in Table 3. Detailed modeling results are recorded in tables or spreadsheets.

Table 3. Economic Impacts of the current MJPA development status in 2023 in the Six-County SCAG Region

	Current Development in March JPA and March ARB in 2023							
	Output (\$Millions)				Jobs			
	Direct	Indirect	Induced	Total	Direct	Indirect	Induced	Total
March JPA West	2,677.5	0.4	0.2	2,678.1	10,439	2	1	10,441
March JPA East	1,539.2	0.9	0.4	1,540.5	3,756	4	2	3,762
March ARB	1,395.4	0.5	0.1	1,396.0	5,283	2	1	5,285
March JPA East and March ARB	2,934.6	1.4	0.5	2,936.5	9,039	6	3	9,047
City of Moreno Valley	19.6	8.7	16.8	45.0	60	40	88	188
City of Perris	17.7	4.2	6.2	28.1	54	19	32	106
City of Riverside	41.9	37.8	27.4	107.2	163	169	143	476
Unincorporated Riverside	5,533.0	35.7	22.9	5,591.7	19,200	158	120	19,478
County of Los Angeles	0.0	1,368.7	1,247.3	2,615.9	0	6,115	6,476	12,591
County of Orange	0.0	480.1	371.9	852.0	0	2,188	1,932	4,120
County of Ventura	0.0	117.7	92.0	209.7	0	517	476	993
County of Riverside	5,612.1	210.7	175.5	5,998.3	19,478	950	918	21,346
County of San Bernardino	0.0	214.9	202.9	417.8	0	978	1,061	2,039
County of Imperial	0.0	30.3	18.9	49.2	0	125	98	223
<b>Total</b>	<b>5,612.1</b>	<b>2,422.3</b>	<b>2,108.4</b>	<b>10,142.9</b>	<b>19,478</b>	<b>10,872</b>	<b>10,961</b>	<b>41,311</b>

The ongoing development activities in the March Joint Powers Authority (MJPA) result in total output impacts of \$10,142.9 Million and the creation of 41,311 jobs in the Six-County Los Angeles region. The majority of these impacts are concentrated in the County of Riverside, specifically in MJPA, the City of Moreno Valley, the City of Perris, the City of Riverside, and Unincorporated Riverside. The MJPA area is divided by the I-215 freeway into two parts, the west and the east (as depicted in Figures 4a and 4b). In the March JPA West, comprising Meridian North, South, West Upper Plateau, and West March Lower Plateau, the total output impacts amount to \$2,678.0 Million and 10,441 jobs. In the March JPA East, consisting of the North East Corner/March LifeCare, March Inland Port, and Other (K4 / D3E), the total output impacts are \$1,540.5 Million and 3,762 jobs. In March ARB, the total output impacts are \$1,396.0 Million and 5,285 jobs. Because March JPA East and March ARB are located in the same SCAG TAZ (TAZ 3268), the total output impacts in the TAZ are \$2,936.5 Million and 9,047 jobs. The City of Moreno Valley contributes \$45.0 Million and 188 jobs to the total output impacts, while the City of Perris generates \$28.1 Million and 106 jobs. The City of Riverside has \$107.2 Million in total output impacts and creates 476 jobs, and Unincorporated Riverside accounts for \$5,591.7 Million and 19,478 jobs in total output impacts. The detailed results of the impact analysis are presented in Table MJPAwithBase Impact - Current.xlsx, and Figures 5 and 6 illustrate the distribution of impacts in dollar value and job creation.



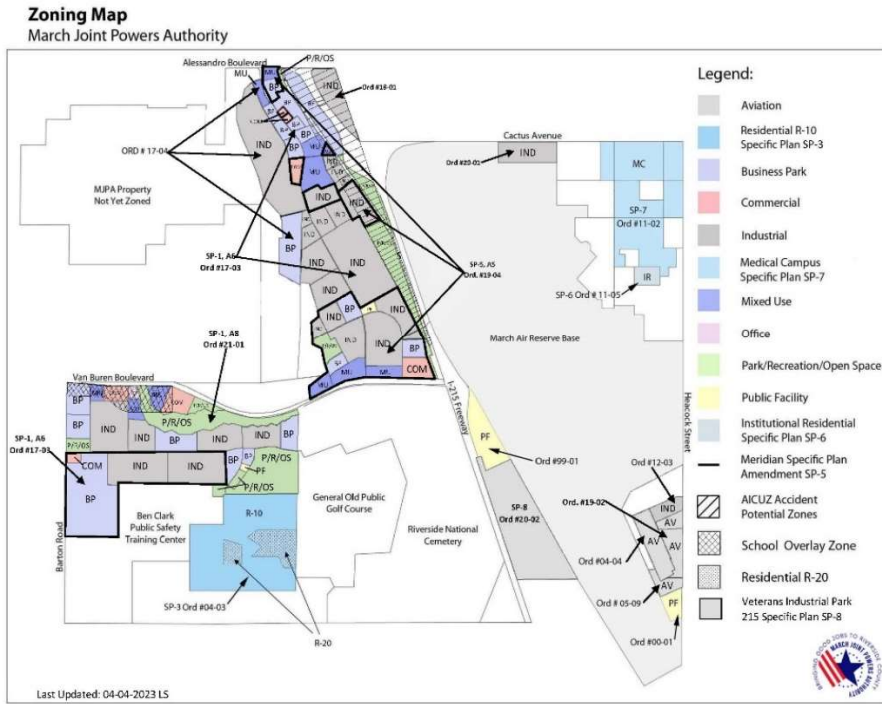


Figure 4a. Zoning Map of March JPA.



Figure 4b. 2023 Development Map of March JPA.

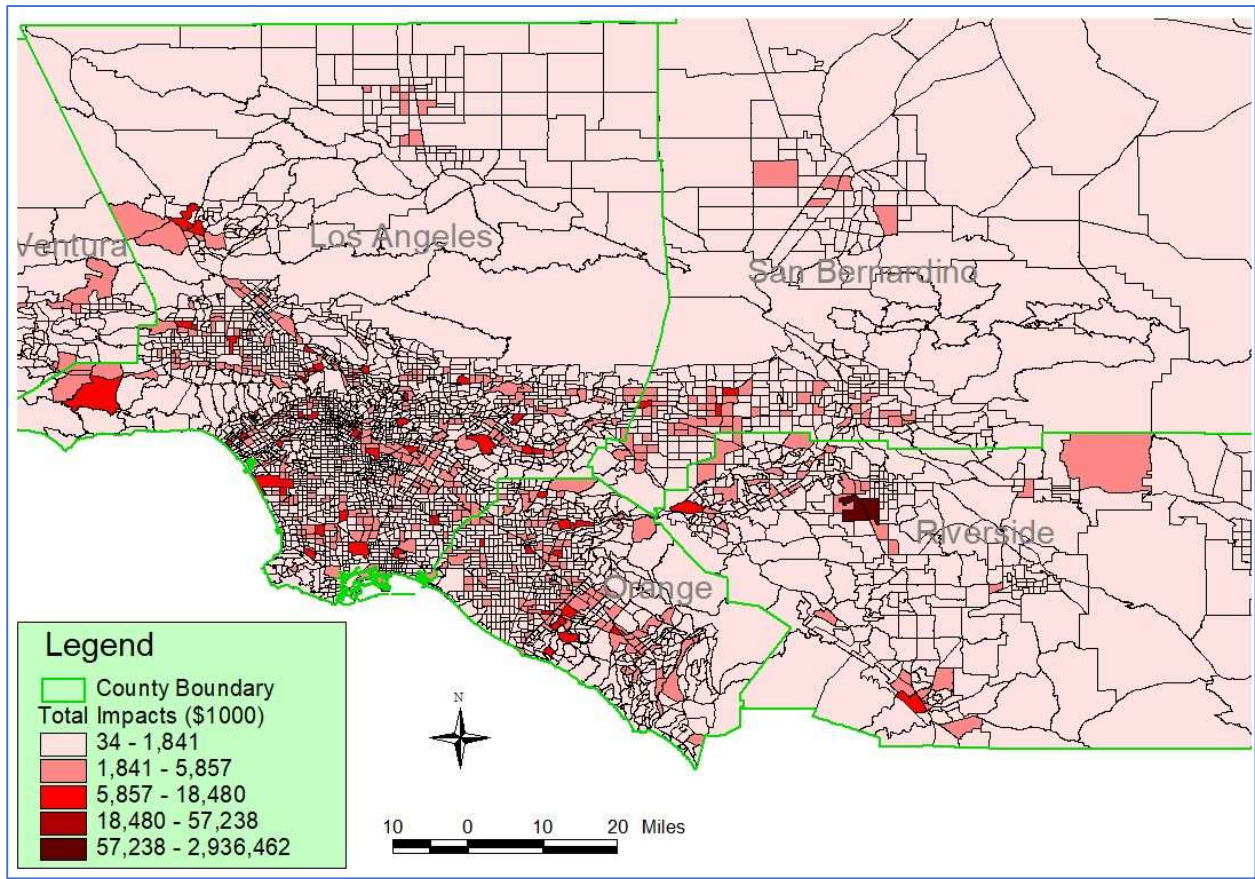


Figure 5. Dollar value of total impact in the current phase by Traffic Analysis Zone (TAZ)

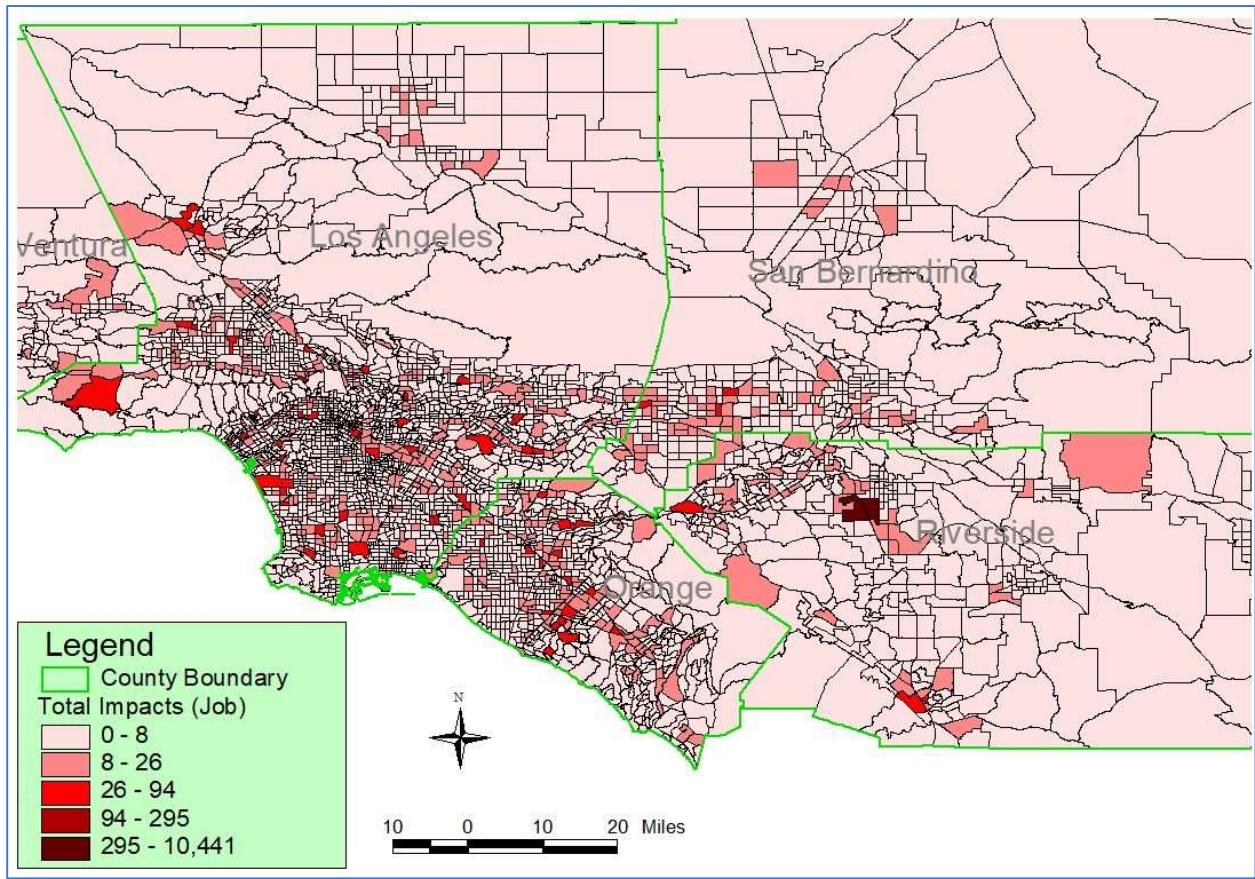


Figure 6. Job impacts in the first phase by TAZ

## **5. Data Analysis and Results of Phase 2, Future Built-out Scenario without West Upper Plateau Project in March JPA and March ARB**

Though West Upper Plateau is in the March JPA West area, the West March Upper Plateau project is not yet approved by the Commission. The proposed warehouse, office, and retail activities in the West March Upper Plateau project for future development are excluded from economic impact analysis in Phase 2, the future built-out scenario. Similar to the procedures outlined in Section 4 for Phase 1 study, the data processing for the Economic Impact Analysis (EIA) of the March Joint Powers Authority (JPA) in the future built-out scenario without West Upper Plateau project has been preprocessed step by step.

5.1. The first step is to obtain the economic activities of the full built-out scenario by industry in March JPA. They have been identified with spatial location.

Tables 3a and 3b provided the projected development and employment data for the March Joint Powers Authority (JPA) in the future built-out scenario. Table 4a summarizes the proposed businesses in the March JPA, including their business names, locations, floor spaces, and employment projections. According to the table, the Meridian North Campus will have 288,000 square feet of business space constructed and generate 501 full-time equivalent (FTE) jobs, while the West March Lower Plateau will have 80,000 square feet of business space constructed and create 100 FTEs. The South Campus is expected to construct 1.7 million square feet of business space and generate 2,168 FTEs, The North East Corner/March LifeCare is projected to construct 2.7 million square feet of business space and create 6,985 FTEs, and the March Inland Port will construct 250,000 square feet of business space and generate 197 FTEs. Overall, the future built-out phase is expected to include a total of 10.0 million square feet of business space and create 12,569 FTEs.

Though the West Campus Upper Plateau has a plan to construct 5.0 million square feet of business space and generate 2,618 FTEs, including 1,455 fulfillment jobs and 1,163 jobs in business parks, these development activities are NOT incorporated in the following economic impact analysis because the West Campus Upper Plateau is not yet approved.

Table 4b provides a summary of the projected future development and employment in four locations of the March Joint Powers Authority (MJPA) at the certificate of occupancy date. These locations are Meridian (North and South), March Life Care, and March Inland Port Airport Authority (MIPAA), as shown on the development map of MJPA (Figure 4b). Meridian (North and South) is expected to create 1,560 jobs in business parks and 1,210 jobs in office/commercial zones. March LifeCare is projected to have 900 Continuing Care Retirement (CCR) jobs and 6,085 jobs in other categories. MIPAA is expected to have 197 airport employment. Meridian and West

Campus Upper Plateau are located in TAZ 3261 on the west side of MJPA, while March LifeCare and MIPAA are located in TAZ 3268 on the east side of MJPA, as shown in Figures 4a and 4b.

Lacking information regarding the future development of the March Air Reserve Base (ARB), it is posited that the base will maintain an equal balance of military personnel and civilians in the upcoming scenario. The projected figures for 2040 reflect a total output impact of \$1,396.0 Million and 5,285 jobs, represented by the data from Table 2 for the year 2023.

To estimate economic impacts using input-output models, detailed industrial sector information is required for each development. However, obtaining the NAICS code or IMPLAN sector for each future development in the March Joint Powers Authority (JPA) is not possible. Therefore, we assume that the industrial composition of future development will be broadly similar to current development in March JPA. Based on this assumption, we estimate the industrial composition in IMPLAN sector for the full-built-out development and employment in the west and east sides of March JPA. This estimate will be utilized in the IMPLAN input-output model to determine economic impacts in the subsequent step.

Table 4a March JPA Projected Development and Employment

March Joint Powers Authority Businesses		Proposed Not Yet Constructed	
Business	Location	Sq/Ft	FTE
<b>Meridian North Campus</b>			
Enterprise Unit 2/Lot 8	Enterprise Devt.	50,000	50
7-Eleven Convenience/Gas	7-Eleven	5,000	14
7/Eleven Retail	7-Eleven	25,000	75
Yocum Business Park	Unit 1, Lot 17	100,000	100
Riverside County Fire Dept	Unit 6, Lot 1	8,000	12
Veterans Plaza Expansion	Unit 4, Lot 4	100,000	250
<b>Total</b>		<b>288,000</b>	<b>501</b>
<b>West March Lower Plateau</b>			
Seefried Bld 4		80,000	100
<b>Total</b>		<b>80,000</b>	<b>100</b>
<b>South Campus</b>			
Building E		200,000	200
Building F		120,000	120
Building G		169,000	169
Building H		120,000	120
Building I		140,000	140
Van Buren Retail (10 Ac) Expansion		150,000	375

Van Buren 7.5 Ac Mixed Use		110,000	110
Van Buren 7.7 Ac Commercial		110,000	275
Van Buren 4.6 Ac Office		70,000	175
Van Buren 10.8 Ac Mixed Use		160,000	160
Seefried 1		144,000	144
Seefried 2		127,000	127
Seefried 3		53,000	53
<b>Total</b>		<b>1,673,000</b>	<b>2,168</b>

**West Campus Upper Plateau  
(Excluded)**

<b>North East Corner/March LifeCare</b>			
United States Veterans Initiative PH II	NE Corner	105,000	5
Senior Congregate Care	NE Corner	800,000	600
CAARNG	NE Corner	40,000	60
Continuum of Care (2)		400,000	300
March LifeCare		1,400,000	6,020
<b>Total</b>		<b>2,745,000</b>	<b>6,985</b>

**March Inland Port**

Hangers/Facilities	Airport	70,000	47
D1 Cargo Terminal	Airport	180,000	150
<b>Total</b>		<b>250,000</b>	<b>197</b>

<b>TOTAL, ALL DEVELOPMENT</b>		<b>5,036,000</b>	<b>9,951</b>
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Table 4b March JPA projected future development and employment at certificate of occupancy date

FY	Meridian (North and South)				March Life Care				MIPAA	
	BP / MU		Office/Com		OTHER		CCR Living		Industrial	
	SQ/FT	EMP <sup>1</sup>	SQ/FT	EMP <sup>2</sup>	SQ/FT	EMP <sup>5</sup>	SQ/FT	EMP <sup>5</sup>	SQ/FT	EMP <sup>6</sup>
23-	400,000	400								
24-	400,000	400	70,000	175						
25-	400,000	400	70,000	175	145,000	65	800,000	600	180,000	150
26-	140,000	140	70,000	175	100,000	430			20,000	13
27-	140,000	140	70,000	175	100,000	430			25,000	17
28-	80,000	80	70,000	175	100,000	430	400,000	300	25,000	17
29-			70,000	175	100,000	430				
30-			66,000	160	100,000	430				
31-					100,000	430				
32-					100,000	430				
33-					100,000	430				
34-					100,000	430				
35-					100,000	430				
36-					100,000	430				
37-					100,000	430				
38-					100,000	430				
39-					100,000	430				
40-					100,000	430				

40-41	<u>1,560,000</u>	<u>1560</u>	<u>486,000</u>	<u>1210</u>	<u>1,545,000</u>	<u>6,085</u>	<u>1,200,000</u>	<u>900</u>	<u>250,000</u>	<u>197</u>
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<sup>1</sup> BP/Warehouse (.5 ALUC max. cal.)

<sup>2</sup> Average Retail/Office (1/400 sf)

<sup>3</sup> E-Commerce (.5 ALUC max. cal.)

<sup>4</sup> Warehouse/E-Commerce (.5 ALUC max. cal.)

<sup>5</sup> Projected Employment March LifeCare/CCRC/School

<sup>6</sup> Airport Employment Projection

**Additional Total Projected Build Out: 5,036,000**

**Additional Total Projected Employment: 9,951**

**Additional Development Prior to JPA Sunsetting 870,000**

**Additional Employment Prior to JPA Sunsetting 975**



## 5.2. IMPLAN input-output analysis with multiple sub-steps

### 1) Set up activities and create events

This study generates two new Economic Impact Analysis (EIA) activities for the full-built-out scenario on the west and east sides of the March JPA using the model developed for the Six-County Southern California Association of Government (SCAG) region. For each EIA activity, new events are created using the Full-Time Equivalent (FTE) employment data obtained in the previous step. The event year is set to 2040, which corresponds to the maximum certificate of occupancy date projected for the future development in the full-built-out scenario (Figure 7).

The screenshot displays the IMPLAN web application interface. The main header shows the project name 'MIPA2023Future' and navigation tabs for 'REGIONS', 'IMPACTS', and 'RESULTS'. The user 'Qisheng Pan' is logged in. Below the header, there are controls for 'Events' (348) and 'Groups' (1). A table lists several '3261 Retail' events, each with a 'Type' of 'Industry Employment', a 'Specification' (e.g., '406 - Retail - Fo...', '407 - Retail - He...', '408 - Retail - Ga...', '409 - Retail - Clo...', '410 - Retail - Spo...', '411 - Retail - Gen...', '412 - Retail - Mis...', '413 - Retail - No...'), a 'NAICS' code, and a 'Value' of 22.5. A right-hand panel shows configuration options for the selected event, including 'Dollar Year' (2040), 'Data Year' (2021), 'Scale' (1), and 'Region' (SCAG6Counties). At the bottom right, there are 'PREVIEW' and 'RUN' buttons, and a status indicator for '546 Unaggregated'.

Figure 7. Set up the activity and create events in the future full built-out scenario

### 4) Analyze scenarios

The process in this step is analogous to the scenario analysis performed for the current scenario discussed in section 4.2. Various scenarios are generated using the EIA activities and evaluate their impact. The impact analysis is performed using IMPLAN, which generates reports containing direct, indirect, and induced effects as shown in Figure 8.

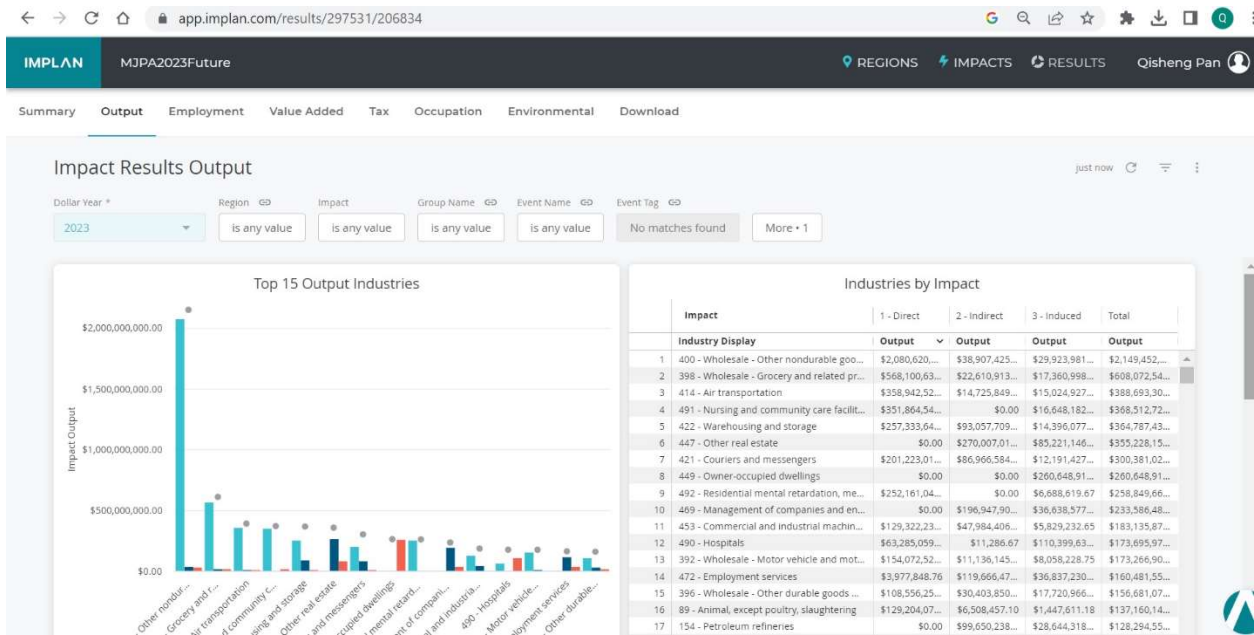


Figure 8. Results of IMPLAN impact analysis in the full built-out scenario

The results of the IMPLAN impact analysis for the full-built-out scenario are thorough and consist of both summarized and detailed tables. These tables are combined into a single comma-delimited file named "Detailed Economic Indicators - Future.csv," which contains information on output and employment categorized by IMPLAN sector.

According to the IMPLAN model, the full-built-out development in the March JPA is projected to generate a total economic impact of \$12,747.6 million, consisting of \$6,946.8 million in direct impacts, \$2,989.6 million in indirect impacts, and \$2,811.2 million in induced impacts. In terms of employment, the total impact is estimated to be 57,751 full-time equivalent (FTE) jobs, with 29,429 direct FTE jobs, 13,706 indirect FTE jobs, and 14,615 induced FTE jobs.

5.3. The following step involves distributing sectoral impacts of the full-built-out scenario to the geographic zones in Southern California. This basic model component involves modifying a Garin-Lowry style model to allocate the induced impacts created by the input-output model spatially. Table 5 provides a summary of the modeling results by county, and the detailed modeling results are recorded in tables or spreadsheets.

Table 5. Economic Impact of Phase 2 - Full Built-out of March JPA without West Upper Plateau Project in the Six-County SCAG Region

	Full Built-out with March ARB without West Upper Plateau							
	Output (\$Millions)				Jobs			
	Direct	Indirect	Induced	Total	Direct	Indirect	Induced	Total
March JPA West	3,325.2	0.4	0.2	3,325.8	13,208	2	1	13,211
March JPA East	2,226.2	1.0	0.6	2,227.7	10,938	4	3	10,945
March ARB	1,395.4	0.5	0.1	1,396.0	5,283	2	1	5,285
March JPA East and March ARB	3,621.6	1.5	0.6	3,623.7	16,221	6	3	16,230
City of Moreno Valley	24.1	12.0	22.4	58.5	108	60	118	285
City of Perris	21.8	5.1	8.3	35.2	98	25	43	166
City of Riverside	52.1	45.5	36.5	134.0	207	212	192	611
Unincorporated Riverside	6,848.8	37.7	30.6	6,917.1	29,017	169	161	29,347
County of Los Angeles	0.0	1,708.9	1,664.0	3,372.9	0	7,756	8,635	16,391
County of Orange	0.0	604.3	497.3	1,101.7	0	2,807	2,574	5,381
County of Ventura	0.0	128.3	121.4	249.8	0	555	628	1,183
County of Riverside	6,946.8	250.9	233.8	7,431.5	29,429	1,182	1,230	31,842
County of San Bernardino	0.0	268.3	270.5	538.8	0	1,295	1,422	2,716
County of Imperial	0.0	28.9	24.1	53.0	0	111	126	237
<b>Total</b>	<b>6,946.8</b>	<b>2,989.6</b>	<b>2,811.2</b>	<b>12,747.6</b>	<b>29,429</b>	<b>13,706</b>	<b>14,615</b>	<b>57,751</b>

Note: The future full-built out by 2040 is measured in 2040 dollar value

The total output impacts of the full-built-out development in 2040 are \$12,747.6 Million, which creates 57,751 jobs. Similar to the current scenario in March 2023, over half of the impacts are located in Riverside County, especially in March JPA, March ARB, City of Moreno Valley, City of Perris, City of Riverside, and Unincorporated Riverside.

March JPA is divided into two parts by the I-215 freeway, namely the March JPA West and the March JPA East (as shown in Figures 4a and 4b). The March JPA West, situated on the west side of

the I-215 freeway, including Meridian, has a total output impact of \$3,325.8 Million and 13,211 jobs. The March JPA East, located on the east side of the I-215 freeway, including March LifeCare and MIPAA, has a total output impact of \$2,227.7 Million and 10,945 jobs. Also located on the eastern side of the I-215 freeway, the March ARB generates a comprehensive output influence amounting to \$1,396.0 Million, along with the creation of 5,285 job opportunities. Given their shared location within the SCAG TAZ (TAZ 3268), the cumulative effect of merging the March JPA East and March ARB results in a combined total output impact of \$3,623.7 Million and the generation of 16,230 jobs. In the City of Moreno Valley, the total output impact is \$58.5 Million and 285 jobs. In the City of Perris, the total output impact is \$35.2 Million and 166 jobs. In the City of Riverside, the total output impact is \$134.0 Million and 611 jobs. In Unincorporated Riverside, the total output impact is \$6,917.1 Million and 29,347 jobs. The detailed modeling results can be found in the table named "MJPAwithBase Impact - Future.xlsx". The spatial distribution of the impacts in dollar value and job is illustrated in Figures 9 and 10.

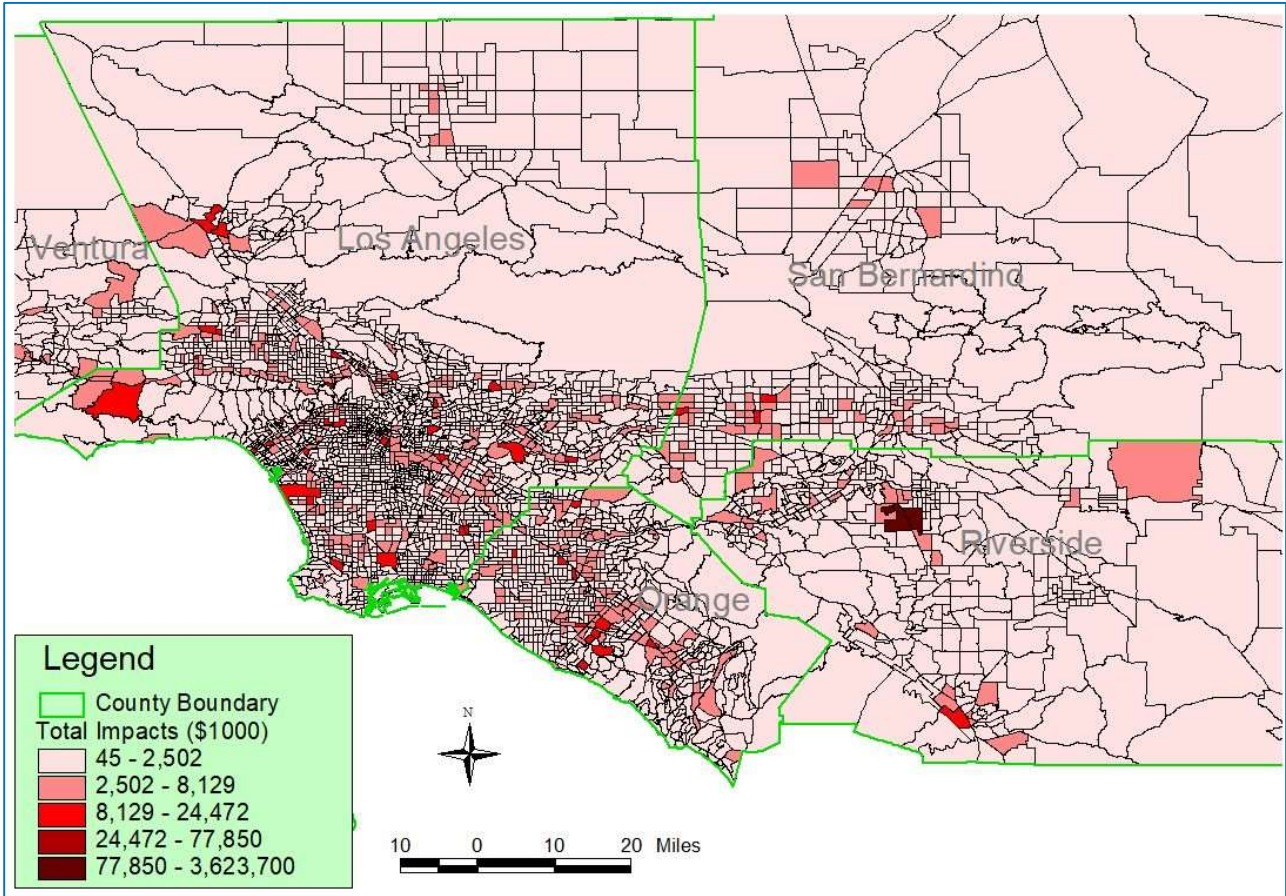


Figure 9. Dollar value of total impact in the second phase without West Upper Plateau project by TAZ

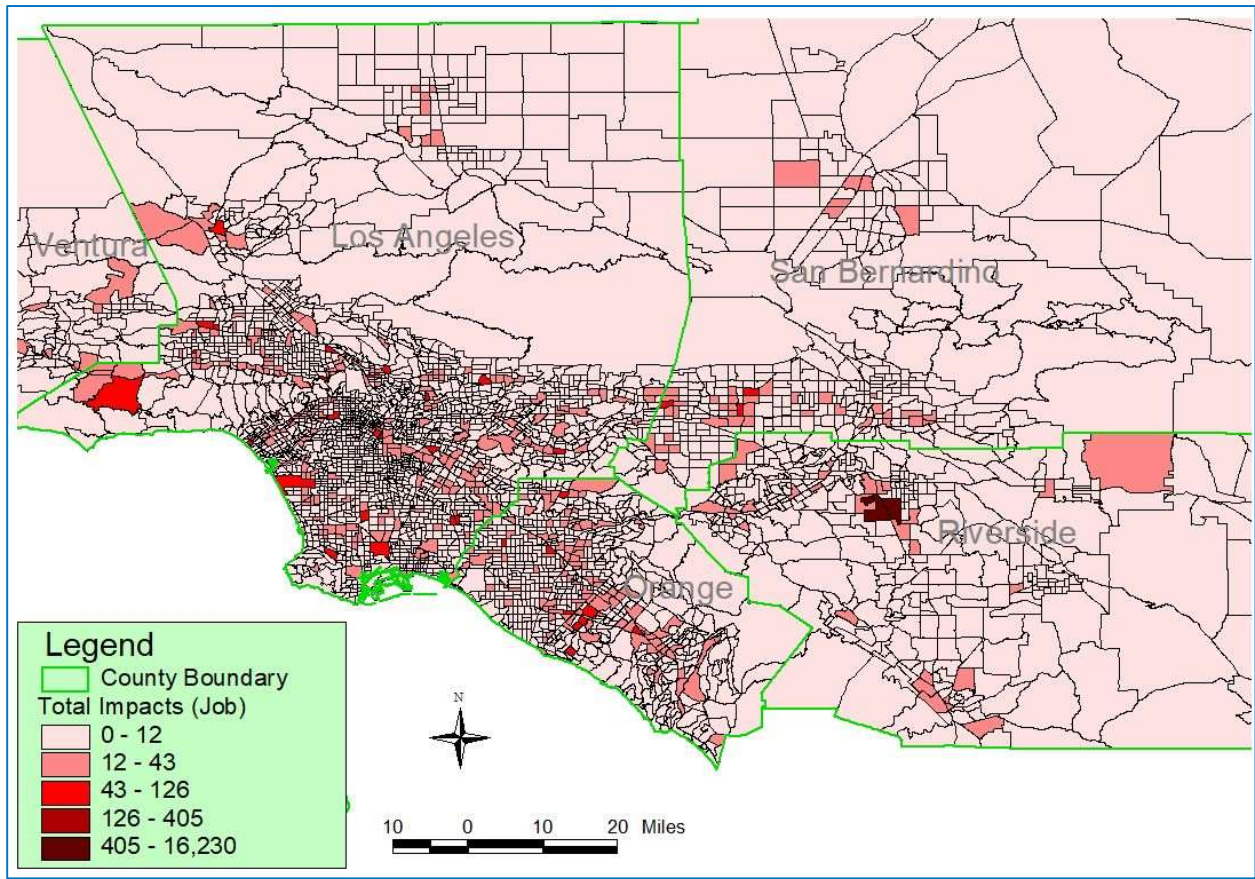


Figure 10. Job impacts in the second phase without West Upper Plateau project by TAZ

## Short Bio of Key Personnel

**Qisheng Pan** is a full professor in the Department of Public Affairs and Planning, College of Architecture, Planning, and Public Affairs (CAPPA), University of Texas – Arlington (UTA). He is also the Director of the Center for Transportation, Equity, Decisions and Dollars (CTEDD), a USDOT (Tier-1) University Transportation Center (UTC), supported by the United States Department of Transportation (USDOT). The CTEDD Center is a UTA-led partnership with Georgia Institute of Technology, University of Wisconsin-Madison, University of South Florida, and California Polytechnic State University. Before he joined the faculty of UTA, Prof. Pan was a full professor in the Department of Urban Planning and Environmental Policy (UPEP) at Texas Southern University (TSU). He served as the UPEP department chair in 2008-2016. He was also the leader of the DOT Tier 1 UTC program at TSU, which is a collaborative effort with UT-Austin (Led), UPenn, and LSU to examine cooperative mobility for competitive megaregions. Dr. Pan received a Ph.D. in Urban Planning from the University of Southern California (USC) in 2003 and a Master's degree in Computer Science from USC in 2001. He received research grants from USDOT, Texas Department of Transportation (TXDOT), the Natural Resources Imagery Grant from ESRI, and Ewing Marion Kauffman Foundation, etc. Prof. Pan has also consulted in research projects funded by National Science Foundation, Department of Homeland Security, Department of Transportation, California Cut Flower Commission, Renovate America, and RAND Corporation, etc.

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**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** September 27, 2023

**Report:** **TECHNICAL ADVISORY COMMITTEE MEETING**

**Motion:** Receive and file the monthly Technical Advisory Committee - Regular Meeting report for September 6, 2023.

**Background:**

The Technical Advisory Committee (TAC) is comprised of city managers, or designated representatives, from the Cities of Perris, Moreno Valley and Riverside, as well as a representative from the County Administrative Office. Representing Congressman Mark Takano's office as TAC Chair is Tisa Rodriguez.

The TAC's role is to focus on major development issues facing the March JPA. The Commission also appointed the TAC members as the ad-hoc to work with staff on the JPA sunseting process.

On September 6<sup>th</sup>, the TAC held its regular meeting and received updates that included, but were not limited to, the following items: 1) 2023 March Economic Impact Assessment; 2) Foreign Trade Zone #244 Annual Report for 2022; and 3) Joint Powers Commission rolling calendar.

The March JPA Commission will receive a meeting summary from TAC Chair, Tisa Rodriguez.

**Attachment:** None

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

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

**Meeting Date:** September 27, 2023

**Report:** **RECEIVE AND FILE THE FOREIGN TRADE ZONE 244 ANNUAL REPORT FOR 2022**

**Motion:** Receive and file the Foreign Trade Zone #244 Annual Report for 2022.

**Background:**

Foreign Trade Zone 244 (FTZ) was established in August 2000. As a requirement of the grant of authority, the March Joint Powers Authority (March JPA) must submit an annual report updating the Foreign Trade Zones Board on the volume of merchandise that was imported to and exported from the zone. The information contained in the FTZ 244 Annual Report covers the period January 1, 2022 through December 31, 2022.

**Attachment:** The Foreign Trade Zone 244 Annual Report for 2022.



84th Annual Report  
of the  
**Foreign-Trade  
Zones Board**  
to the Congress  
of the United States

## U.S. FOREIGN-TRADE ZONES

Foreign-trade zones are secure areas under supervision of U.S. Customs and Border Protection (CBP) that are considered outside the customs territory of the United States for the purposes of duty payment. Located in or near customs ports of entry, they are the U.S. version of what are known internationally as free trade zones. Authority for establishing these facilities is granted by the Foreign-Trade Zones (FTZ) Board under the Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. §§81a-81u), and the Board's regulations (15 C.F.R. Part 400). The Executive Secretariat of the Board is located within Enforcement and Compliance of the U.S. Department of Commerce in Washington, D.C.

Foreign and domestic merchandise may, subject to FTZ Board and CBP regulations, be moved into zones for operations not otherwise prohibited by law involving storage, exhibition, assembly, manufacturing, and processing. All zone activity is subject to public interest review, and all production activity requires a case-by-case review. Under zone procedures, the usual formal customs entry procedure and payment of duties are not required on the foreign merchandise unless and until it enters customs territory for domestic consumption, in which case the importer may have a choice of paying duties either on the original foreign materials or the finished product. Domestic goods moved into a zone for export are considered exported upon entering the zone for purposes of excise tax rebates and drawback. The benefits obtained through FTZ procedures help encourage U.S. activity, employment and value added, often in competition with foreign alternatives. FTZ sites and activities remain within the jurisdiction of federal, state and local governments and agencies.

A foreign-trade zone is created when a local organization, such as a city, county or port authority, applies to the FTZ Board for a grant to establish and operate a zone to serve a specifically defined geographic area. Upon approval of the zone by the FTZ Board, the organization becomes known as the FTZ "grantee". Grantees are then able to submit applications to the FTZ Board to establish FTZ sites or subzones for use by companies in that area. Under the FTZ Act, grantees are required to operate their zones as "public utilities" and provide "uniform treatment under like conditions" to companies using the zone.

The regulations of the Foreign-Trade Zones Board are published in the Code of Federal Regulations at Title 15, Part 400 (15 C.F.R. Part 400), and the regulations of U.S. Customs and Border Protection concerning zones are published in the Code of Federal Regulations at Title 19, Part 146 (19 C.F.R. Part 146). Information on foreign-trade zones is available of the FTZ Web site at: <http://www.trade.gov/ftz>.

*For Zone Operations in 2022*

84th ANNUAL REPORT of the

**Foreign-Trade  
Zones Board**

to the

**Congress**  
**OF THE UNITED STATES**

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**SUBMITTED BY THE  
FOREIGN-TRADE ZONES BOARD**

**August 2023**

GINA M. RAIMONDO  
*Secretary of Commerce*

JANET L. YELLEN  
*Secretary of the Treasury*

**ALTERNATES**

Lisa W. Wang  
*Assistant Secretary for Enforcement & Compliance  
U.S. Department of Commerce*

Thomas C. West Jr.  
*Deputy Assistant Secretary  
U.S. Department of the Treasury*

Elizabeth Whiteman  
*Executive Secretary*





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## INTRODUCTION

This document constitutes the report of the Foreign-Trade Zones (FTZ) Board to the Congress of the United States pursuant to 19 U.S.C. §81p(c). Unless otherwise noted, the data contained in this report pertains to FTZ activity during the 2022 calendar year.

During the year, the FTZ Board received and docketed 64 requests, and issued 60 decisions. The FTZ Board's decisions included the reorganization or expansion of four zones under the alternative site framework (ASF), as well as decisions on 46 applications and notifications for new or expanded production authority. Under delegated authority, the FTZ Board Staff processed an additional 226 requests that primarily included minor boundary modifications.

There were 197 FTZs active during the year, with a total of 361 active production operations. Over 500,000 persons were employed within 1,200 active FTZ operations during the year. The value of shipments into zones totaled over \$1,011 billion, compared with \$835 billion the previous year (Appendix A). About 67 percent of the shipments received at zones involved domestic status merchandise. The levels of domestic status merchandise used by FTZ operations – 79% for production operations and 48% for warehouse/distribution operations – indicates that FTZ activity tends to involve domestic operations that include significant domestic inputs alongside foreign inputs.

Warehouse/distribution operations received over \$387 billion in merchandise while production operations received nearly \$624 billion (62 percent of zone activity). The largest industries accounting for zone production activity include the pharmaceutical, oil refining, automotive, electronics, and machinery/equipment sectors. The main foreign-origin products received at zones are listed in Appendix B.

Exports (shipments to foreign countries) from facilities operating under FTZ procedures amounted to nearly \$162 billion (Appendix A). The export figures do not include certain indirect exports involving FTZ merchandise that undergoes further processing in the United States at non-FTZ sites prior to export.

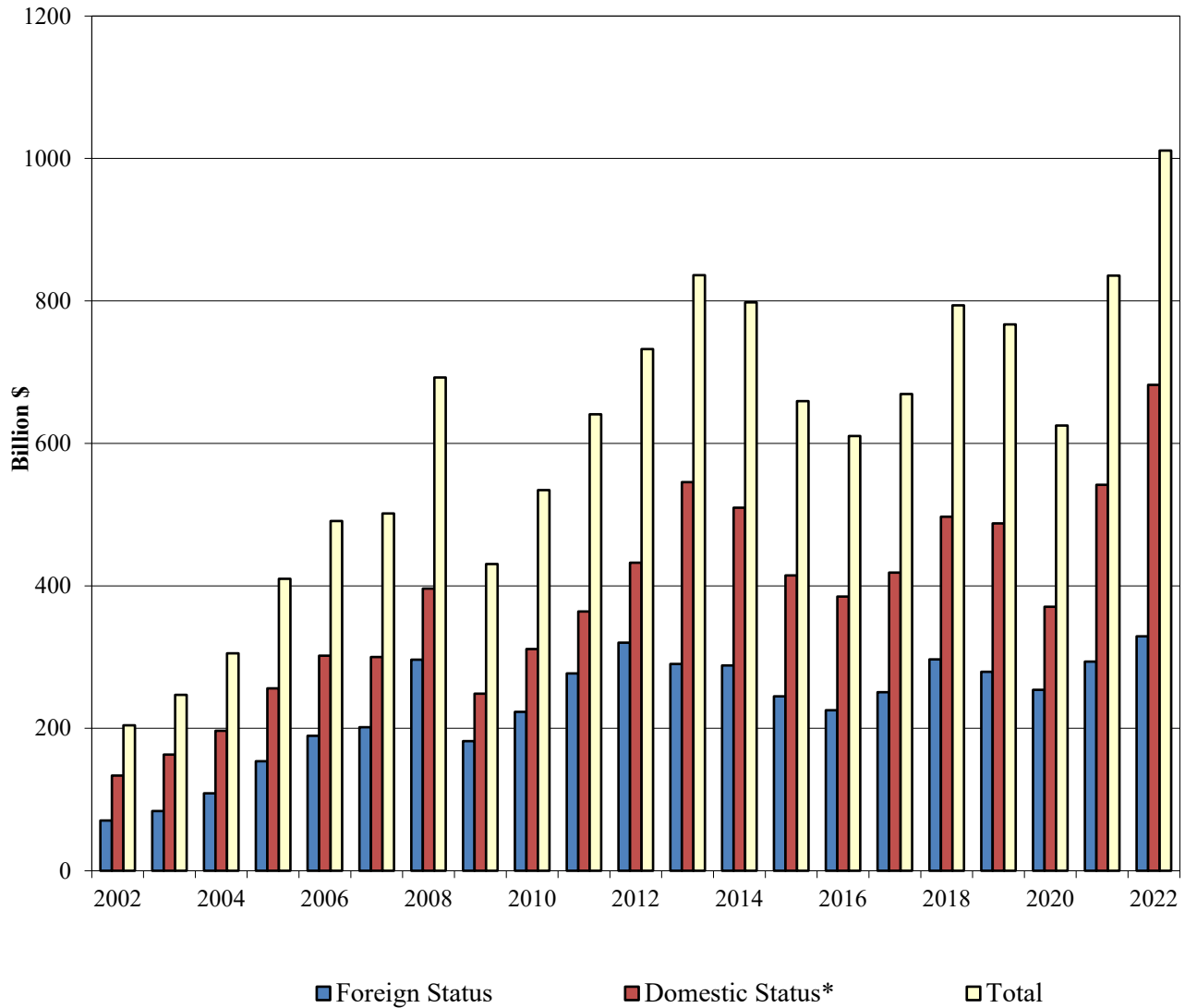
Appendix C contains lists of the Top 25 zones and states for FTZ merchandise received and exported during the year. In addition, information on FTZ activity by state, as well as within each zone, is available in Appendix D.<sup>1</sup>

The FTZ Board's notices on applications as well as information on specific zone sites can be found on the FTZ Board's website ([www.trade.gov/ftz](http://www.trade.gov/ftz)) under "Online FTZ Information System (OFIS)." In addition, the website contains contact information for each zone, a summary of all Board Orders, lists of Staff-level cases and other reference materials.

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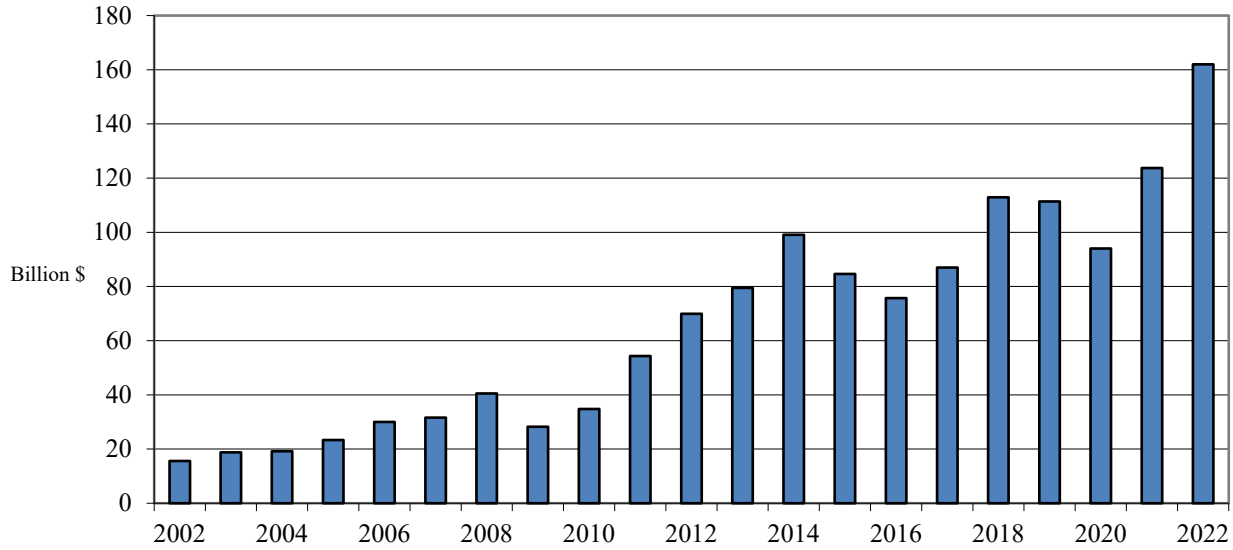
<sup>1</sup> The data by state and by zone in Appendix D is reported in ranges because it incorporates business-proprietary information.

**Figure 1: Merchandise Received  
2002-2022**

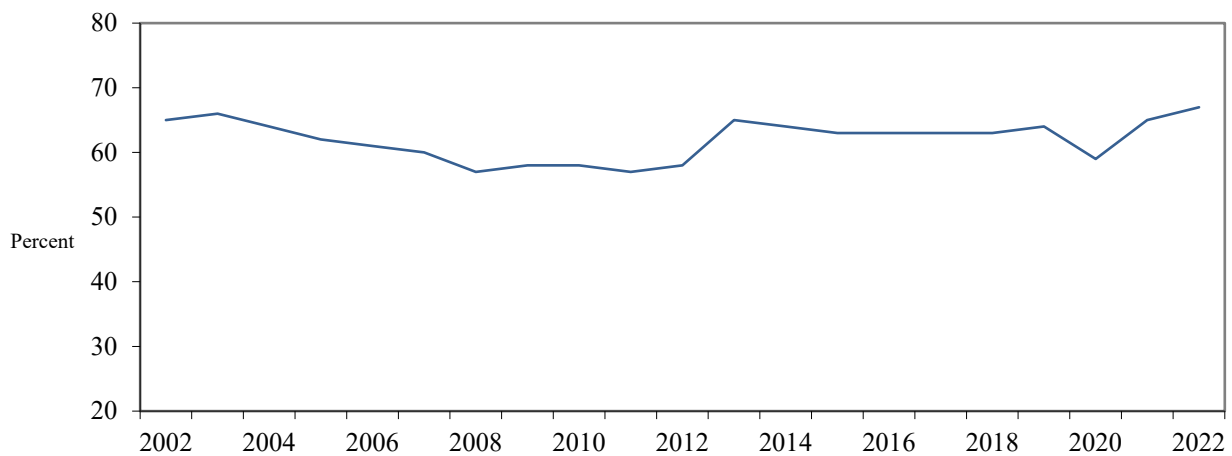


\* “Domestic status merchandise” includes both domestic-origin items and foreign-origin items that have been entered for consumption (duty-paid) prior to FTZ admission.

**Figure 2: Exports**  
(2002-2022)

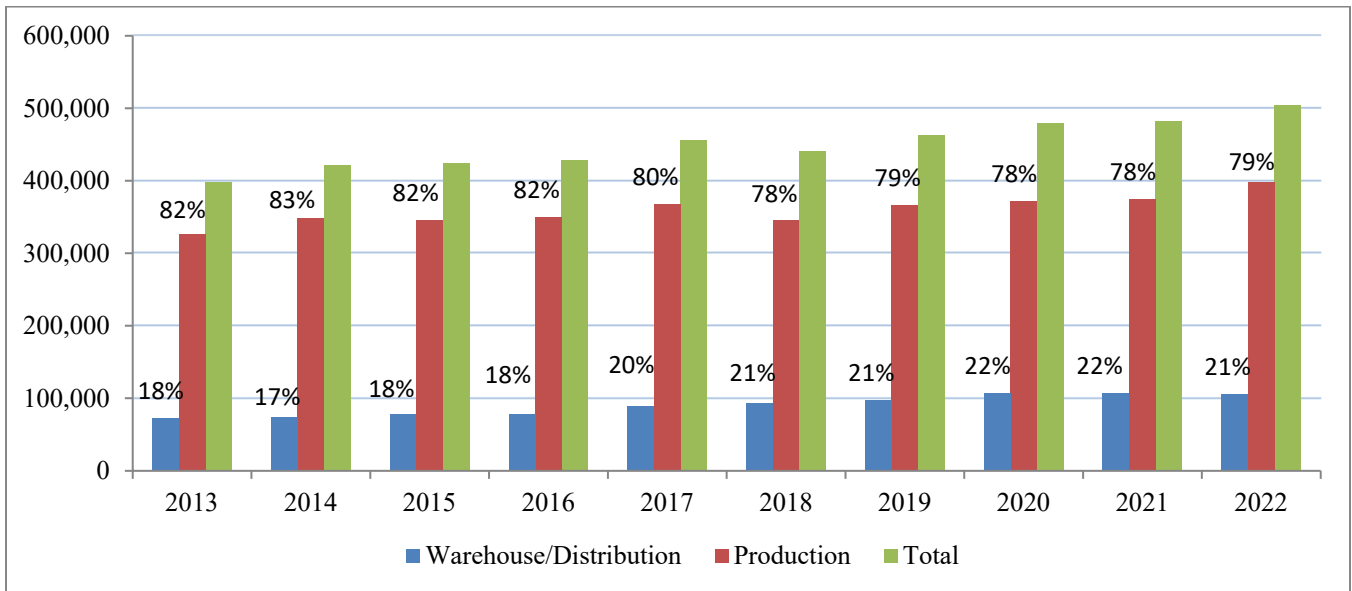


**Figure 3: Domestic Status\* Merchandise Ratio**  
(As percent of Total Merchandise Received)  
(2002-2022)

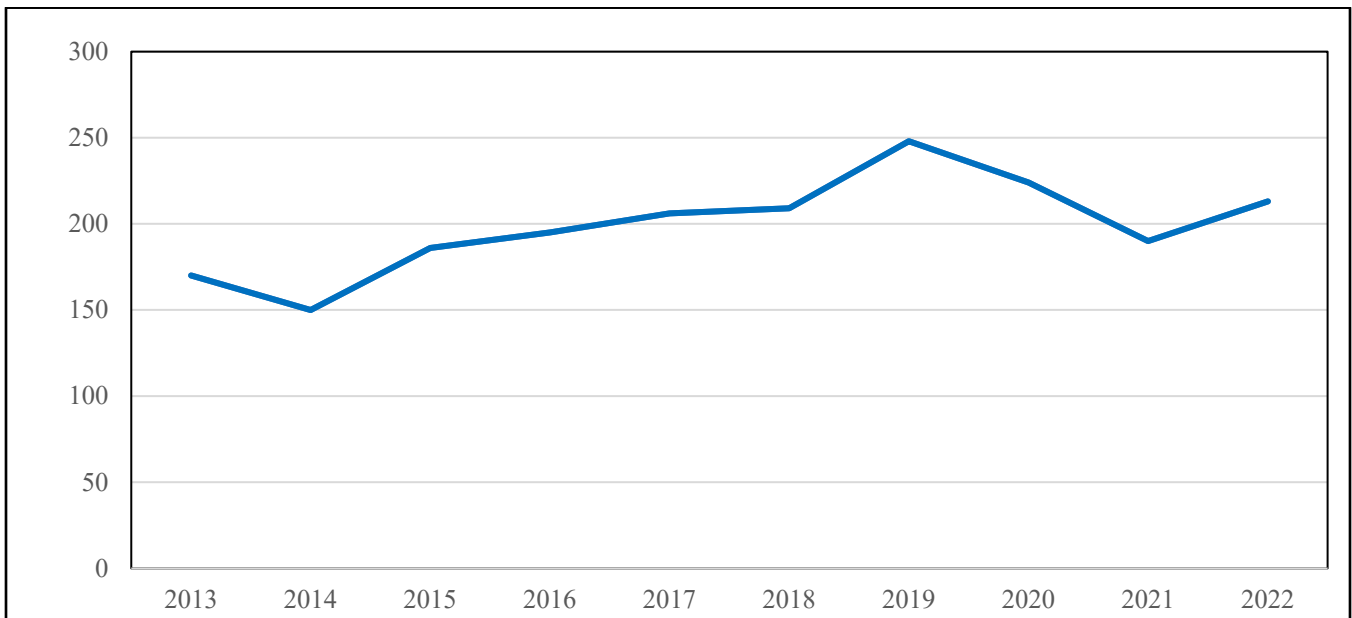


\* “Domestic status merchandise” includes both domestic-origin items and foreign-origin items that have been entered for consumption (duty-paid) prior to FTZ admission.

**Figure 4: Employment in FTZs by Year  
(2013-2022)**



**Figure 5: New Subzones/Site Designations  
(2013-2022)**



**APPENDIX A:  
SUMMARY STATISTICS  
2018 – 2022**

**SUMMARY STATISTICS, 2018 – 2022**  
**(\$ billion)**

	2018	2019	2020	2021	2022
<i>Merchandise Received</i>	793.8	767.0	624.9	835.6	1,011.3
<i>Warehouse/Distribution</i>	289.8	301.1	283.7	369.8	387.4
<i>Production</i>	504.0	465.9	341.2	465.8	623.9
<i>% Production</i>	63%	61%	55%	56%	62%
<i>Foreign Status Inputs</i>	296.7	279.4	254.2	293.7	329.1
<i>Warehouse/Distribution</i>	166.8	167.0	165.0	186.9	200.6
<i>Production</i>	129.9	112.4	89.2	106.8	128.5
<i>Domestic Status Inputs<sup>1</sup></i>	497.1	487.6	370.6	541.9	682.2
<i>Warehouse/Distribution</i>	123.0	134.1	118.6	182.9	186.9
<i>Production</i>	374.1	353.5	252.0	359.0	495.3
<i>Domestic Status Inputs Ratio</i>	63%	64%	59%	65%	67%
<i>Warehouse/Distribution</i>	42%	45%	42%	49%	48%
<i>Production</i>	74%	76%	74%	77%	79%
<i>Exports<sup>2</sup></i>	112.9	111.4	94.2	123.6	161.9
<i>Warehouse/Distribution</i>	39.7	39.6	39.4	47.3	56.5
<i>Production</i>	73.2	71.8	54.8	76.3	105.4
<i>Number of Approved FTZs<sup>3</sup></i>	260	260	261	258	259
<i>Active FTZs<sup>4</sup></i>	195	193	195	197	197

<sup>1</sup> Domestic status merchandise includes both domestic-origin items and foreign-origin items that have been entered for consumption (duty-paid) prior to FTZ admission.

<sup>2</sup> Export figures are based on material inputs and do not include value added.

<sup>3</sup> The number of approved FTZs is the sum of all zones approved by the FTZ Board, minus those that have lapsed or been terminated.

<sup>4</sup> Active FTZs have at least one site or subzone in operation.



**APPENDIX B:  
MAIN FOREIGN-STATUS PRODUCTS  
RECEIVED IN U.S. FTZs  
2022**

**MAIN FOREIGN-STATUS PRODUCTS RECEIVED IN U.S. FTZs**  
**(\$ million)**

<u>WAREHOUSE/DISTRIBUTION OPERATORS</u>		<u>PRODUCTION OPERATORS</u>	
Consumer Electronics	37,413	Oil/Petroleum	34,311
Electrical Machinery	36,750	Pharmaceuticals	24,250
Vehicles	27,815	Vehicle Parts	14,422
Other Electronics	18,310	Consumer Electronics	11,859
Consumer Products	17,717	Vehicles	8,988
Textiles/Footwear	9,218	Machinery/Equipment	4,689
Machinery/Equipment	6,663	Chemicals	1,772
Oil/Petroleum	6,269	Electrical Machinery	1,580
Other Metals/Minerals	6,215	Iron/Steel	942
Pharmaceuticals	5,521	Other Metals/Minerals	899
Vehicle Parts	3,424	Other Electronics	717
Ships/Boats	1,490	Aircraft/Spacecraft	716
Optical, Photographic and Medical Instruments	1,381	Plastic/Rubber	681
Chemicals	1,131	Consumer Products	345
Beverages/Spirits	1,128	Fragrances/Cosmetics	272
Petrochemicals	909	Optical, Photographic and Medical Instruments	243
Plastic/Rubber	776	Food Products	141
Iron/Steel	737	Stone/Plaster/Cement/Ceramics	124
Food Products	502	Textiles/Footwear	112
Stone/Plaster/Cement/Ceramics	173	Advanced Fiber Materials	110
Tobacco	166	Ships/Boats	91
Aircraft/Spacecraft	131	Dyes/Pigments/Paints	66
Wood/Paper/Printed Articles	129	Beverages/Spirits	56
Rail Cars, Parts & Equipment	68	Petrochemicals	55
Fragrances/Cosmetics	47	Arms/Ammunition	28
Fats/Oils	10	Wood/Paper/Printed Articles	7
Arms/Ammunition	6		
Dyes/Pigments/Paints	3		
Advanced Fiber Materials	2		

**APPENDIX C:  
MERCHANDISE RECEIVED AND  
EXPORTS – TOP 25  
2022**

**MERCHANDISE RECEIVED AND EXPORTS – TOP 25**

**Top 25 States for FTZ Activity**

Merchandise Received

	<b>State/Territory</b>
1	Texas
2	Louisiana
3	California
4	Illinois
5	Tennessee
6	South Carolina
7	Arizona
8	Indiana
9	Ohio
10	Puerto Rico
11	Kentucky
12	Pennsylvania
13	Florida
14	Alabama
15	Mississippi
16	Georgia
17	New Jersey
18	Washington
19	New York
20	Maryland
21	Nevada
22	Delaware
23	Hawaii
24	Michigan
25	Alaska

Exports

	<b>State/Territory</b>
1	Texas
2	Louisiana
3	California
4	South Carolina
5	Florida
6	Alabama
7	Puerto Rico
8	Indiana
9	Mississippi
10	Tennessee
11	Massachusetts
12	New Mexico
13	Arizona
14	Ohio
15	Washington
16	Kentucky
17	Pennsylvania
18	West Virginia
19	New Jersey
20	Georgia
21	Michigan
22	Wisconsin
23	Virginia
24	Missouri
25	Hawaii

**Top 25 States by Type of FTZ Activity****Warehouse/Distribution Activity****Production Activity****Merchandise Received****Exports****Merchandise Received****Exports**

	<b>State/Territory</b>
1	California
2	Illinois
3	Louisiana
4	Texas
5	Tennessee
6	Arizona
7	South Carolina
8	Pennsylvania
9	Florida
10	New York
11	Georgia
12	Ohio
13	Puerto Rico
14	Maryland
15	New Jersey
16	Indiana
17	Kentucky
18	Washington
19	North Carolina
20	Alaska
21	Nevada
22	Mississippi
23	Michigan
24	New Mexico
25	Wisconsin

	<b>State/Territory</b>
1	Texas
2	South Carolina
3	Louisiana
4	Florida
5	California
6	New Mexico
7	Ohio
8	Arizona
9	Tennessee
10	Washington
11	Indiana
12	Pennsylvania
13	Massachusetts
14	Mississippi
15	New Jersey
16	Hawaii
17	Alaska
18	Michigan
19	Georgia
20	Virginia
21	Iowa
22	Minnesota
23	Illinois
24	Maryland
25	Wisconsin

	<b>State/Territory</b>
1	Texas
2	Louisiana
3	California
4	Illinois
5	Alabama
6	South Carolina
7	Mississippi
8	Indiana
9	Kentucky
10	Puerto Rico
11	Tennessee
12	Washington
13	Ohio
14	New Jersey
15	Arizona
16	Pennsylvania
17	Delaware
18	Florida
19	Nevada
20	Maryland
21	Hawaii
22	Georgia
23	Michigan
24	Massachusetts
25	Virginia

	<b>State/Territory</b>
1	Texas
2	Louisiana
3	Alabama
4	California
5	Puerto Rico
6	Mississippi
7	Indiana
8	Florida
9	Massachusetts
10	Tennessee
11	South Carolina
12	Kentucky
13	West Virginia
14	Georgia
15	Michigan
16	New Jersey
17	Missouri
18	Wisconsin
19	Oregon
20	Arizona
21	Virginia
22	Washington
23	Illinois
24	Maryland
25	Nebraska

**Top 25 by Zone (Warehouse/Distribution Activity)****Merchandise Received**

	<b>Zone</b>	<b>Location</b>
1	22	Chicago, Illinois
2	124	Gramercy, Louisiana
3	202	Los Angeles, California
4	78	Nashville, Tennessee
5	75	Phoenix, Arizona
6	50	Long Beach, California
7	1	New York, New York
8	84	Harris County, Texas
9	138	Franklin County, Ohio
10	21	Dorchester County, South Carolina
11	147	Berks County, Pennsylvania
12	231	Stockton, California
13	74	Baltimore, Maryland
14	171	Liberty County, Texas
15	38	Spartanburg County, South Carolina
16	72	Indianapolis, Indiana
17	26	Atlanta, Georgia
18	144	Brunswick, Georgia
19	49	Newark/Elizabeth, New Jersey
20	62	Brownsville, Texas
21	25	Broward County, Florida
22	39	Dallas/Fort Worth, Texas
23	272	Lehigh Valley, Pennsylvania
24	61	San Juan, Puerto Rico
25	29	Louisville, Kentucky

**Exports**

	<b>Zone</b>	<b>Location</b>
1	21	Dorchester County, South Carolina
2	62	Brownsville, Texas
3	124	Gramercy, Louisiana
4	84	Harris County, Texas
5	150	El Paso, Texas
6	202	Los Angeles, California
7	171	Liberty County, Texas
8	197	Dona Ana County, New Mexico
9	25	Broward County, Florida
10	281	Miami-Dade County, Florida
11	75	Phoenix, Arizona
12	2	New Orleans, Louisiana
13	12	McAllen, Texas
14	135	Palm Beach County, Florida
15	78	Nashville, Tennessee
16	138	Franklin County, Ohio
17	68	El Paso, Texas
18	143	Sacramento, California
19	72	Indianapolis, Indiana
20	40	Cleveland, Ohio
21	94	Laredo, Texas
22	27	Boston, Massachusetts
23	50	Long Beach, California
24	147	Berks County, Pennsylvania
25	287	Tunica County, Mississippi

**Top 25 Production Operations****Merchandise Received**

	<b>Zone</b>	<b>Company</b>
1	154A	Exxon Corporation
2	84O	ExxonMobil
3	124E	Marathon Ashland Petroleum LLC
4	149C	Phillips 66 Company
5	116A	Motiva Enterprises LLC
6	18G	Tesla, Inc.
7	199A	Marathon Petroleum Company LP
8	115B	ExxonMobil Oil Corporation
9	87B	CITGO Petroleum Corporation
10	38A	BMW Manufacturing Company, LLC
11	92D	Chevron Corporation
12	50H	Marathon Petroleum Company LP
13	122J	Valero Refining Company
14	116C	Premcor Refining Group
15	168D	Samsung Electronics America, Inc.
16	202B	Chevron Products Company
17	291	Cheniere Sabine Pass LNG Terminal
18	3B	Chevron Products Company
19	98A	Mercedes-Benz U.S. International
20	22S	AbbVie, Inc.
21	177B	Toyota Motor Manufacturing
22	146D	Marathon Ashland Petroleum LP
23	29E	Toyota Motor Manufacturing, N.A., Inc.
24	87A	Phillips 66 Company
25	199C	Valero Refining-Texas, L.P.

**Exports**

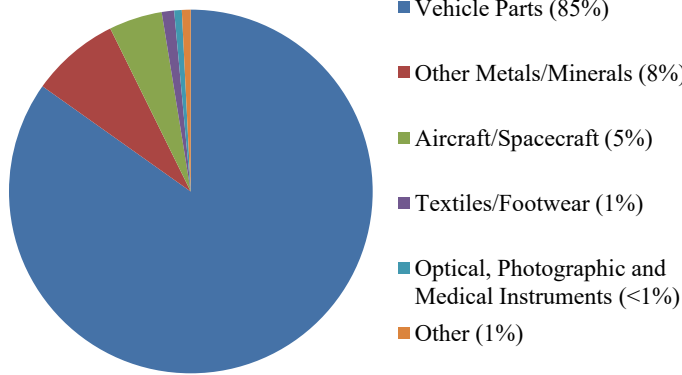
	<b>Zone</b>	<b>Company</b>
1	291	Cheniere Energy Partners, LP
2	98A	Mercedes-Benz U.S. International
3	116C	Premcor Refining Group
4	115B	ExxonMobil Oil Corporation
5	87B	CITGO Petroleum Corporation
6	122J	Valero Refining Company
7	116A	Motiva Enterprises LLC
8	7K	Lilly del Caribe, Inc.
9	124E	Marathon Ashland Petroleum LLC
10	199A	Marathon Petroleum Company LP
11	154A	Exxon Corporation
12	92D	Chevron Corporation
13	149C	Phillips 66 Company
14	18G	Tesla, Inc.
15	84O	ExxonMobil
16	124A	Valero Refining – New Orleans, LLC
17	18F	Lam Research Corporation
18	193A	Catalent Pharma Solutions, LLC
19	27R	Wyeth Pharmaceuticals, LLC
20	177A	AstraZeneca Pharmaceuticals, LP
21	196A	TTI, Inc.
22	199C	Valero Refining-Texas, L.P.
23	177B	Toyota Motor Manufacturing
24	2J	Valero Refining-Meraux LLC
25	3B	Chevron Products Company

**APPENDIX D:  
FTZ ACTIVITY BY STATE/TERRITORY  
2022**



## ALABAMA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$10,000-25,000 mil
Exports:	\$5,000-10,000 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	19,001-20,000

**FTZ 82, MOBILE**  
GRANTEE: CITY OF MOBILE

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$500-750 mil	2,501-3,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$1-5 mil	\$0	\$1-5 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
82	Airbus Americas, Inc.	\$1,000-5,000 mil	\$0	\$1,000-5,000 mil
82	Aker Solutions	\$10-25 mil	\$.5-1 mil	\$1-5 mil
82	M.H. Wirth, LLC	\$1-5 mil	\$1-5 mil	\$1-5 mil
82I	Outokumpu Stainless USA, LLC	\$1,000-5,000 mil	\$500-750 mil	\$1,000-5,000 mil
82J	Rohr, Inc.	\$50-75 mil	\$25-50 mil	\$50-75 mil

**FTZ 83, HUNTSVILLE**  
**GRANTEE: HUNTSVILLE-MADISON COUNTY AIRPORT AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$500-750 mil	3,001-4,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$250-500 mil	\$1-5 mil	\$100-250 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
83D	Haier US Appliance Solutions	\$250-500 mil	\$5-10 mil	\$250-500 mil
83E	Toyota Motor Manufacturing Alabama, Inc.	\$1,000-5,000 mil	\$500-750 mil	\$1,000-5,000 mil

**FTZ 98, BIRMINGHAM**  
**GRANTEE: CITY OF BIRMINGHAM**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$5,000-10,000 mil	7,001-8,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

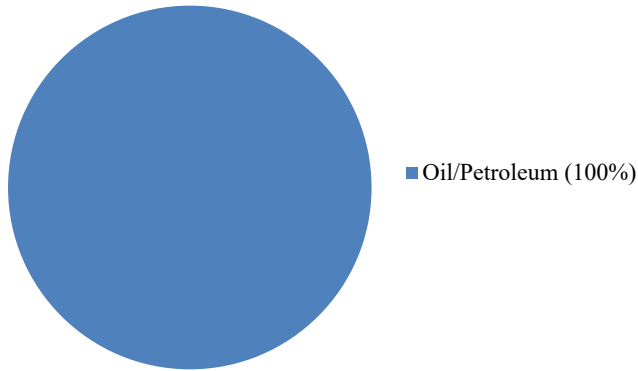
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
98A	Mercedes-Benz U.S. International	\$10,000-25,000 mil	\$5,000-10,000 mil	\$10,000-25,000 mil
98D	Hyster-Yale Group, Inc.	\$50-75 mil	\$5-10 mil	\$50-75 mil
98E	Brose Tuscaloosa, Inc.	\$75-100 mil	\$1-5 mil	\$50-75 mil

<p><b>FTZ 222, MONTGOMERY</b>  <b>GRANTEE: MONTGOMERY AREA CHAMBER OF COMMERCE</b></p>				
<p><b>All Activity:</b></p>				
<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>EMPLOYEES</p>		
<p>\$5,000-10,000 mil</p>	<p>\$250-500 mil</p>	<p>5,001-6,000</p>		
<p><b>Warehouse/Distribution Activity:</b></p>				
<p>NUMBER OF OPERATORS</p>	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>TOTAL SHIPMENTS</p>	
<p>0</p>	<p>\$0</p>	<p>\$0</p>	<p>\$0</p>	
<p><b>Production Activity:</b></p>				
	<p>COMPANY</p>	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>TOTAL SHIPMENTS</p>
<p>222A</p>	<p>Hyundai Motor</p>	<p>\$5,000-10,000 mil</p>	<p>\$250-500 mil</p>	<p>\$5,000-10,000 mil</p>

<p><b>FTZ 233, DOTHAN</b>  <b>GRANTEE: DOTHAN-HOUSTON COUNTY FOREIGN-TRADE ZONE, INC.</b></p>		
<p><b>All Activity:</b></p>		
<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>EMPLOYEES</p>
<p>\$0</p>	<p>\$0</p>	<p>0</p>

# ALASKA

## TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$250-500 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	251-500

FTZ 108, VALDEZ GRANTEE: CITY OF VALDEZ		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 160, ANCHORAGE GRANTEE: PORT OF ANCHORAGE				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$1,000-5,000 mil	\$250-500 mil	251-500		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
1	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
160A	Tesoro Alaska Company LLC	\$1,000-5,000 mil	\$10-25 mil	\$1,000-5,000 mil

FTZ 195, FAIRBANKS  
GRANTEE: FAIRBANKS ECONOMIC DEVELOPMENT CORP.

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

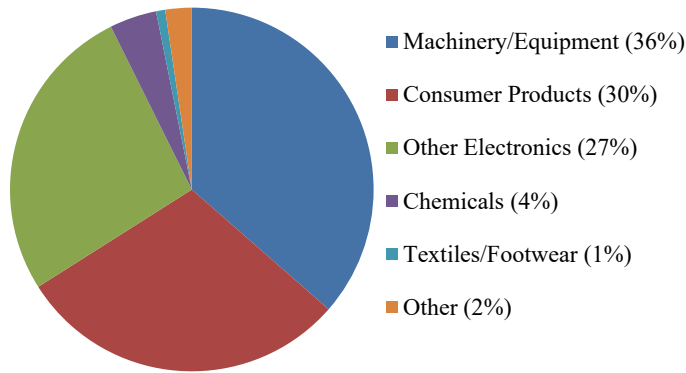
FTZ 232, KODIAK  
GRANTEE: KODIAK ISLAND BOROUGH

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## ARIZONA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$25,000-50,000 mil
Exports:	\$1,000-5,000 mil
Total Shipments:	\$25,000-50,000 mil
Employees:	19,001-20,000

<p><b>FTZ 60, NOGALES</b>  <b>GRANTEE: NOGALES-SANTA CRUZ COUNTY ECONOMIC DEVELOPMENT FOUNDATION, INC.</b></p>										
<p>All Activity:</p>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>MERCHANDISE RECEIVED</th> <th>EXPORTS</th> <th>EMPLOYEES</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$75-100 mil</td> <td style="text-align: center;">\$75-100 mil</td> <td style="text-align: center;">51-75</td> </tr> </tbody> </table>	MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	\$75-100 mil	\$75-100 mil	51-75				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES								
\$75-100 mil	\$75-100 mil	51-75								
<p>Warehouse/Distribution Activity:</p>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NUMBER OF OPERATORS</th> <th>MERCHANDISE RECEIVED</th> <th>EXPORTS</th> <th>TOTAL SHIPMENTS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">\$75-100 mil</td> <td style="text-align: center;">\$75-100 mil</td> <td style="text-align: center;">\$75-100 mil</td> </tr> </tbody> </table>	NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	2	\$75-100 mil	\$75-100 mil	\$75-100 mil		
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS							
2	\$75-100 mil	\$75-100 mil	\$75-100 mil							

**FTZ 75, PHOENIX**  
**GRANTEE: CITY OF PHOENIX**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$1,000-5,000 mil	14,001-15,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
9	\$10,000-25,000 mil	\$1,000-5,000 mil	\$10,000-25,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
75	Viavi Solutions, Inc.	\$5-10 mil	\$0	\$0
75E	Abbott Laboratories	\$0-.5 mil	\$0-.5 mil	\$0-.5 mil
75G	SUMCO Southwest Corporation	\$10-25 mil	\$1-5 mil	\$10-25 mil
75H	Microchip Technology Inc.	\$100-250 mil	\$100-250 mil	\$100-250 mil
75J	Honeywell Aerospace, Inc.	\$5,000-10,000 mil	\$0	\$5,000-10,000 mil
75N	Lucid Motors USA, Inc.	\$0-.5 mil	\$0	\$0-.5 mil

**FTZ 139, SIERRA VISTA**  
**GRANTEE: ARIZONA REGIONAL ECONOMIC DEVELOPMENT FOUNDATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

**FTZ 174, PIMA COUNTY**  
**GRANTEE: SUN CORRIDOR INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$0	1,251-1,500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$1,000-5,000 mil	\$0	\$1,000-5,000 mil

**FTZ 219, YUMA**  
**GRANTEE: GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$50-75 mil	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$100-250 mil	\$10-25 mil	\$10-25 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
219	Barco Stamping	\$1-5 mil	\$1-5 mil	\$1-5 mil
219B	Gowan Company	\$75-100 mil	\$25-50 mil	\$100-250 mil

**FTZ 221, MESA**  
**GRANTEE: CITY OF MESA**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$750-1,000 mil	\$10-25 mil	76-100

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
221A	Apple Inc.	\$750-1,000 mil	\$10-25 mil	\$500-750 mil



FTZ 277, WESTERN MARICOPA COUNTY  
GRANTEE: GREATER MARICOPA FOREIGN TRADE ZONE, INC.

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$10-25 mil	3,001-4,000

Warehouse/Distribution Activity:

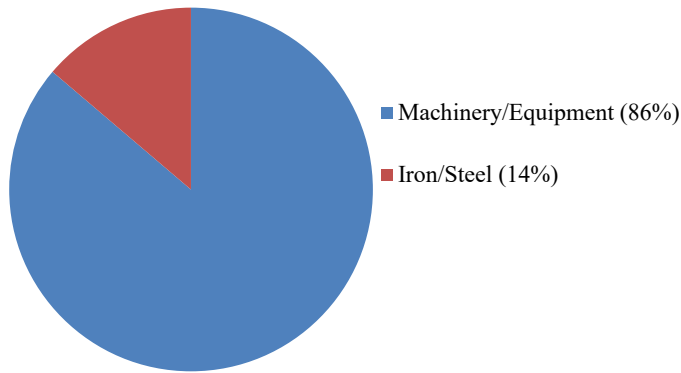
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
5	\$750-1,000 mil	\$0-.5 mil	\$750-1,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
277	Sub-Zero, Inc.	\$100-250 mil	\$10-25 mil	\$100-250 mil
277	The Cookson Company	\$5-10 mil	\$0	\$1-5 mil
277	Andersen Regional Manufacturing, Inc.	\$10-25 mil	\$0	\$5-10 mil
277	Rauch North America, Inc.	\$100-250 mil	\$1-5 mil	\$100-250 mil

## ARKANSAS

TOP FOREIGN-STATUS PRODUCTS BY VALUE



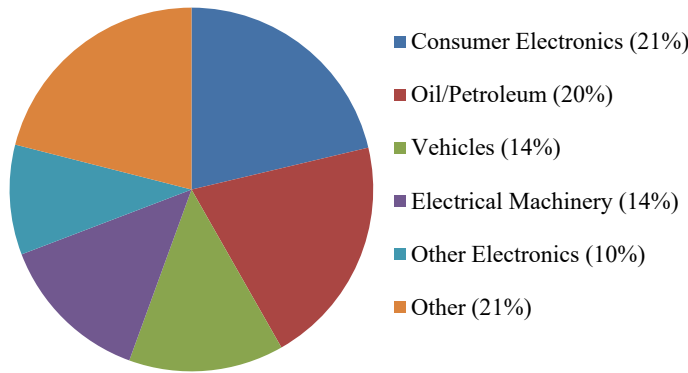
STATE SUMMARY	
Merchandise Received:	\$100-250 mil
Exports:	\$0
Total Shipments:	\$75-100 mil
Employees:	751-1,000

FTZ 14, LITTLE ROCK				
GRANTEE: ARKANSAS ECONOMIC DEVELOPMENT COMMISSION				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$5-10 mil	\$0	1-25		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
1	\$5-10 mil	\$0	\$0	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
14F	Husqvarna Forestry Products N.A., Inc.	\$100-250 mil	\$0	\$75-100 mil

FTZ 273, WEST MEMPHIS		
GRANTEE: CITY OF WEST MEMPHIS PUBLIC FACILITIES BOARD		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## CALIFORNIA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$>100,000 mil
Exports:	\$10,000-25,000 mil
Total Shipments:	\$>100,000 mil
Employees:	61,001-62,000

**FTZ 3, SAN FRANCISCO**  
**GRANTEE: SAN FRANCISCO PORT COMMISSION**

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$1,000-5,000 mil	1,501-2,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$750-1,000 mil	\$0	\$750-1,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3B	Chevron Products Company	\$10,000-25,000 mil	\$1,000-5,000 mil	\$10,000-25,000 mil

**FTZ 18, SAN JOSE**  
**GRANTEE: CITY OF SAN JOSE**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25,000-50,000 mil	\$5,000-10,000 mil	34,001-35,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$500-750 mil	\$0	\$750-1,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
18E	Maxar Space LLC	\$10-25 mil	\$1-5 mil	\$1-5 mil
18F	Lam Research Corporation	\$5,000-10,000 mil	\$1,000-5,000 mil	\$1,000-5,000 mil
18G	Tesla, Inc.	\$10,000-25,000 mil	\$1,000-5,000 mil	\$10,000-25,000 mil
18I	Bloom Energy Corporation	\$250-500 mil	\$0	\$100-250 mil
18K	Enovix Corporation	\$1-5 mil	\$0	\$0
18N	Innovusion Inc.	\$0-.5 mil	\$0	\$0-.5 mil

**FTZ 50, LONG BEACH**  
**GRANTEE: BOARD OF HARBOR COMMISSIONERS OF THE PORT OF LONG BEACH**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25,000-50,000 mil	\$1,000-5,000 mil	9,001-10,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
29	\$10,000-25,000 mil	\$250-500 mil	\$10,000-25,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
50	Mercedes Benz USA, LLC	\$1,000-5,000 mil	\$25-50 mil	\$1,000-5,000 mil
50H	Marathon Petroleum Company LP	\$10,000-25,000 mil	\$750-1,000 mil	\$10,000-25,000 mil

**FTZ 56, OAKLAND**  
**GRANTEE: CITY OF OAKLAND**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25-50 mil	\$5-10 mil	1-25

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$25-50 mil	\$5-10 mil	\$25-50 mil

**FTZ 143, WEST SACRAMENTO**  
**GRANTEE: PORT OF SACRAMENTO**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$750-1,000 mil	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$1,000-5,000 mil	\$750-1,000 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
143D	Mitsubishi Chemical Carbon Fiber and Composites, Inc.	\$25-50 mil	\$0	\$25-50 mil

**FTZ 153, SAN DIEGO**  
**GRANTEE: CITY OF SAN DIEGO**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$750-1,000 mil	\$100-250 mil	4,001-5,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
11	\$750-1,000 mil	\$100-250 mil	\$750-1,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
153	Plantronics	\$0-.5 mil	\$0-.5 mil	\$0-.5 mil
153D	Topgolf Callaway Brands Corp.	\$5-10 mil	\$0-.5 mil	\$5-10 mil
153E	National Steel & Shipbuilding Company	\$0-.5 mil	\$0	\$0-.5 mil

**FTZ 191, PALMDALE**  
**GRANTEE: CITY OF PALMDALE ECONOMIC DEVELOPMENT**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$0	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$100-250 mil	\$0	\$100-250 mil

<b>FTZ 202, LOS ANGELES</b>				
<b>GRANTEE: BOARD OF HARBOR COMMISSIONERS OF THE CITY OF LOS ANGELES</b>				
<b>All Activity:</b>				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$25,000-50,000 mil	\$1,000-5,000 mil	4,001-5,000		
<b>Warehouse/Distribution Activity:</b>				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
31	\$25,000-50,000 mil	\$1,000-5,000 mil	\$25,000-50,000 mil	
<b>Production Activity:</b>				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
202B	Chevron Products Company	\$10,000-25,000 mil	\$50-75 mil	\$10,000-25,000 mil

<b>FTZ 205, PORT HUENEME</b>			
<b>GRANTEE: BOARD OF HARBOR COMMISSIONERS, OXNARD HARBOR DISTRICT</b>			
<b>All Activity:</b>			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$1,000-5,000 mil	\$10-25 mil	101-150	
<b>Warehouse/Distribution Activity:</b>			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$1,000-5,000 mil	\$10-25 mil	\$1,000-5,000 mil

FTZ 226, MERCED, MADERA & FRESNO COUNTIES  
 GRANTEE: BOARD OF SUPERVISORS OF THE COUNTY OF MERCED

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$25-50 mil	2,501-3,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
4	\$1,000-5,000 mil	\$10-25 mil	\$1,000-5,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
226	Grundfos Pumps Manufacturing	\$100-250 mil	\$10-25 mil	\$100-250 mil
226	Brake Parts Inc.	\$100-250 mil	\$0-.5 mil	\$75-100 mil

FTZ 231, STOCKTON  
 GRANTEE: PORT OF STOCKTON

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$0	501-750

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$5,000-10,000 mil	\$0	\$5,000-10,000 mil

FTZ 236, PALM SPRINGS  
 GRANTEE: CITY OF PALM SPRINGS

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0



FTZ 243, VICTORVILLE  
GRANTEE: CITY OF VICTORVILLE

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$750-1,000 mil	\$1-5 mil	251-500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$750-1,000 mil	\$1-5 mil	\$500-750 mil

FTZ 244, RIVERSIDE COUNTY  
GRANTEE: MARCH JOINT POWERS AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$100-250 mil	2,501-3,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
7	\$1,000-5,000 mil	\$100-250 mil	\$1,000-5,000 mil

FTZ 248, EUREKA  
GRANTEE: CITY OF EUREKA

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 257, IMPERIAL COUNTY  
 GRANTEE: COUNTY OF IMPERIAL

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$75-100 mil	\$100-250 mil	76-100

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$75-100 mil	\$100-250 mil	\$100-250 mil

FTZ 276, KERN COUNTY  
 GRANTEE: KERN COUNTY

All Activity:

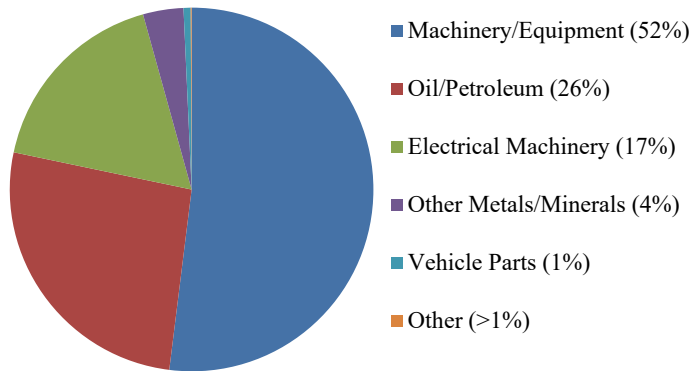
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$500-750 mil	\$75-100 mil	251-500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$500-750 mil	\$75-100 mil	\$500-750 mil

## COLORADO

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$100-250 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	151-250

FTZ 112, COLORADO SPRINGS		
GRANTEE: COLORADO SPRINGS FOREIGN-TRADE ZONE, INC.		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 123, DENVER				
GRANTEE: WORLD TRADE CENTER DENVER				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$1,000-5,000 mil	\$100-250 mil	151-250		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
3	\$1,000-5,000 mil	\$75-100 mil	\$1,000-5,000 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
123E	Vestas Nacelles America, Inc.	\$250-500 mil	\$0-.5 mil	\$250-500 mil
123I	Lexmark International, Inc.	\$1-5 mil	\$1-5 mil	\$1-5 mil

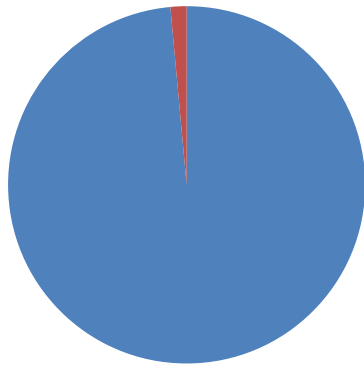
FTZ 298, JEFFERSON COUNTY  
GRANTEE: JEFFERSON COUNTY ECONOMIC DEVELOPMENT CORPORATION

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## CONNECTICUT

TOP FOREIGN-STATUS PRODUCTS BY VALUE



Machinery/Equipment (99%)

Iron/Steel (1%)

### STATE SUMMARY

Merchandise Received:	\$250-500 mil
Exports:	\$0-.5 mil
Total Shipments:	\$250-500 mil
Employees:	3,001-4,000

### FTZ 71, WINDSOR LOCKS

GRANTEE: ECONOMIC AND INDUSTRIAL DEVELOPMENT COMMISSION OF WINDSOR LOCKS

#### All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25-50 mil	\$0-.5 mil	1-25

#### Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$25-50 mil	\$0-.5 mil	\$25-50 mil

**FTZ 76, BRIDGEPORT**  
**GRANTEE: BRIDGEPORT PORT AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$0	3,001-4,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
76A	ASML US, LLC.	\$250-500 mil	\$0	\$250-500 mil
76B	MannKind Corporation	\$5-10 mil	\$0	\$1-5 mil

**FTZ 162, NEW HAVEN**  
**GRANTEE: GREATER NEW HAVEN CHAMBER OF COMMERCE**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1-5 mil	\$0	1-25

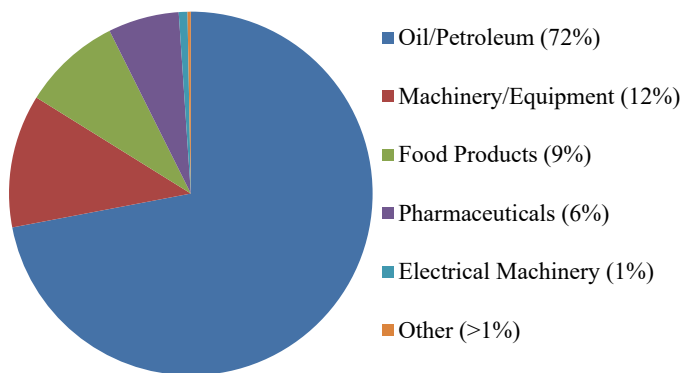
**FTZ 208, NEW LONDON**  
**GRANTEE: NEW LONDON FOREIGN TRADE ZONE COMMISSION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## DELAWARE

TOP FOREIGN-STATUS PRODUCTS BY VALUE

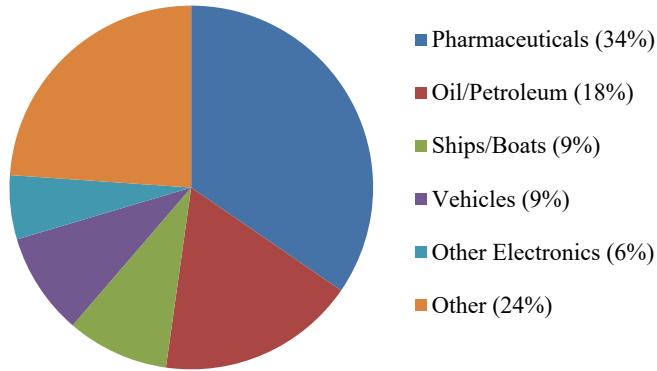


STATE SUMMARY	
Merchandise Received:	\$5,000-10,000 mil
Exports:	\$100-250 mil
Total Shipments:	\$5,000-10,000 mil
Employees:	1,501-2,000

FTZ 99, WILMINGTON				
GRANTEE: STATE OF DELAWARE				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$5,000-10,000 mil	\$100-250 mil	1,251-1,500		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
2	\$100-250 mil	\$5-10 mil	\$100-250 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
99D	AstraZeneca	\$100-250 mil	\$0	\$100-250 mil
99E	Delaware City Refining Company LLC	\$5,000-10,000 mil	\$0	\$5,000-10,000 mil
99I	Bloom Energy Corporation	\$250-500 mil	\$100-250 mil	\$100-250 mil

## FLORIDA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$10,000-25,000 mil
Exports:	\$5,000-10,000 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	10,001-11,000

FTZ 25, BROWARD COUNTY			
GRANTEE: BROWARD COUNTY			
All Activity:			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$5,000-10,000 mil	\$1,000-5,000 mil	251-500	
Warehouse/Distribution Activity:			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
8	\$5,000-10,000 mil	\$1,000-5,000 mil	\$5,000-10,000 mil



**FTZ 32, MIAMI**  
**GRANTEE: GREATER MIAMI FOREIGN TRADE ZONE, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$100-250 mil	1,001-1,250

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
22	\$250-500 mil	\$100-250 mil	\$250-500 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
32	Almod Diamonds	\$10-25 mil	\$10-25 mil	\$25-50 mil
32	Likewise Latin America LLC	\$50-75 mil	\$25-50 mil	\$50-75 mil

**FTZ 42, ORLANDO**  
**GRANTEE: GREATER ORLANDO AVIATION AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$500-750 mil	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
42A	Mitsubishi Power Systems Americas, Inc.	\$250-500 mil	\$100-250 mil	\$250-500 mil

FTZ 64, JACKSONVILLE  
GRANTEE: JACKSONVILLE PORT AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$100-250 mil	1,501-2,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
8	\$1,000-5,000 mil	\$25-50 mil	\$1,000-5,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
64E	Bacardi U.S.A. Inc.	\$100-250 mil	\$75-100 mil	\$100-250 mil

FTZ 65, PANAMA CITY  
GRANTEE: PANAMA CITY PORT AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$0	1,501-2,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
65A	Eastern Shipbuilding Group	\$100-250 mil	\$0	\$50-75 mil

FTZ 79, TAMPA  
GRANTEE: CITY OF TAMPA

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$25-50 mil	251-500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$1,000-5,000 mil	\$25-50 mil	\$1,000-5,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
79	Tampa Ship, LLC	\$.5-1 mil	\$0	\$25-50 mil
79E	Givaudan Flavors Corporation	\$25-50 mil	\$0	\$25-50 mil

FTZ 135, PALM BEACH COUNTY  
GRANTEE: PORT OF PALM BEACH DISTRICT

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$750-1,000 mil	251-500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$1,000-5,000 mil	\$750-1,000 mil	\$750-1,000 mil

**FTZ 136, BREVARD COUNTY**  
**GRANTEE: CANAVERAL PORT AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$750-1,000 mil	\$10-25 mil	151-250

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
4	\$500-750 mil	\$10-25 mil	\$500-750 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
136	Airbus One Web Satellites	\$100-250 mil	\$10-25 mil	\$100-250 mil

**FTZ 166, HOMESTEAD**  
**GRANTEE: VISION FOREIGN-TRADE ZONE, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

**FTZ 169, MANATEE COUNTY**  
**GRANTEE: MANATEE COUNTY PORT AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

**FTZ 193, PINELLAS COUNTY**  
**GRANTEE: PINELLAS COUNTY ECONOMIC DEVELOPMENT**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$1,000-5,000 mil	2,001-2,500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$100-250 mil	\$.5-1 mil	\$100-250 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
193A	Catalent Pharma Solutions, LLC	\$5,000-10,000 mil	\$1,000-5,000 mil	\$5,000-10,000 mil

**FTZ 198, VOLUSIA AND FLAGLER COUNTIES**  
**GRANTEE: COUNTY OF VOLUSIA**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

**FTZ 213, FORT MYERS**  
**GRANTEE: LEE COUNTY PORT AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$5-10 mil	1-25

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$100-250 mil	\$5-10 mil	\$100-250 mil

FTZ 215, SEBRING  
GRANTEE: SEBRING AIRPORT AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 218, ST. LUCIE COUNTY  
GRANTEE: ST. LUCIE COUNTY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 241, FORT LAUDERDALE  
GRANTEE: CITY OF FORT LAUDERDALE

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$250-500 mil	151-250

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
9	\$250-500 mil	\$250-500 mil	\$250-500 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
241	Almod Diamonds LTD., Inc.	\$25-50 mil	\$5-10 mil	\$5-10 mil

<b>FTZ 249, PENSACOLA</b>			
<b>GRANTEE: PENSACOLA-ESCAMBIA COUNTY PROMOTION &amp; DEVELOPMENT COMMISSION</b>			
<b>All Activity:</b>			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$500-750 mil	\$5-10 mil	251-500	
<b>Warehouse/Distribution Activity:</b>			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$1-5 mil	\$5-10 mil	\$10-25 mil
<b>Production Activity:</b>			
	COMPANY	MERCHANDISE RECEIVED	EXPORTS      TOTAL SHIPMENTS
249A	GE Renewables North America, LLC	\$500-750 mil	\$0      \$500-750 mil

<b>FTZ 250, SEMINOLE COUNTY</b>			
<b>GRANTEE: SANFORD AIRPORT AUTHORITY</b>			
<b>All Activity:</b>			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$50-75 mil	\$1-5 mil	1-25	
<b>Warehouse/Distribution Activity:</b>			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$50-75 mil	\$1-5 mil	\$50-75 mil

FTZ 281, MIAMI-DADE COUNTY  
 GRANTEE: MIAMI-DADE COUNTY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$1,000-5,000 mil	1,251-1,500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
68	\$1,000-5,000 mil	\$1,000-5,000 mil	\$1,000-5,000 mil

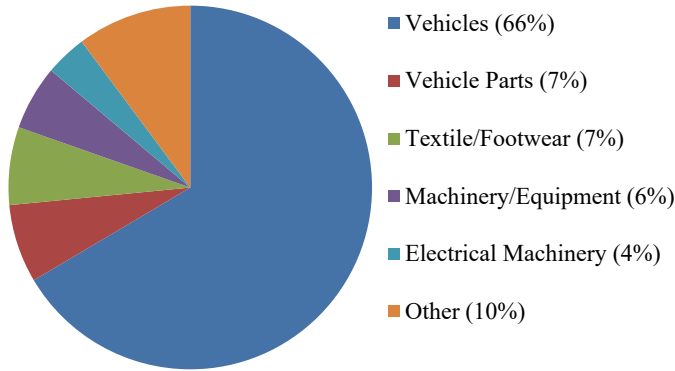
Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
281	Carrier InterAmerica	\$10-25 mil	\$5-10 mil	\$10-25 mil
281	ModusLink Corporation	\$500-750 mil	\$10-25 mil	\$500-750 mil



## GEORGIA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$10,000-25,000 mil
Exports:	\$500-750 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	16,001-17,000

**FTZ 26, ATLANTA**  
**GRANTEE: GEORGIA FOREIGN TRADE ZONE, INC.**

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$250-500 mil	13,001-14,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
19	\$5,000-10,000 mil	\$100-250 mil	\$5,000-10,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
26	Perkins-Small Engines LLC	\$750-1,000 mil	\$0	\$250-500 mil
26	Makita Corporation of America	\$100-250 mil	\$25-50 mil	\$75-100 mil
26	Nisshinbo Automotive	\$25-50 mil	\$0-.5 mil	\$10-25 mil
26D	Yamaha Motor Manufacturing Corporation	\$500-750 mil	\$100-250 mil	\$500-750 mil
26E	Pratt & Whitney	\$0-.5 mil	\$0-.5 mil	\$0-.5 mil
26F	Precision Components International	\$0-.5 mil	\$0-.5 mil	\$10-25 mil
26G	Roper Corporation	\$500-750 mil	\$0	\$500-750 mil
26H	Ricoh Electronics, Inc.	\$100-250 mil	\$25-50 mil	\$100-250 mil
26K	Janssen Pharmaceuticals, Inc.	\$25-50 mil	\$25-50 mil	\$25-50 mil
26N	Eastman Kodak Company	\$75-100 mil	\$5-10 mil	\$75-100 mil
26P	Kubota North America Corporation	\$500-750 mil	\$25-50 mil	\$500-750 mil
26Q	Patterson Pump Company	\$75-100 mil	\$25-50 mil	\$75-100 mil

**FTZ 104, SAVANNAH**  
**GRANTEE: WORLD TRADE CENTER SAVANNAH, LLC**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$100-250 mil	2,501-3,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
13	\$1,000-5,000 mil	\$10-25 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
104	Mitsubishi Power Americas, Inc.	\$100-250 mil	\$100-250 mil	\$100-250 mil
104D	TUMI, Inc.	\$75-100 mil	\$5-10 mil	\$75-100 mil
104E	Firth Rixson Forgings, LLC	\$1-5 mil	\$1-5 mil	\$1-5 mil
104J	Safe Harbor Savannah Yacht Center	\$75-100 mil	\$75-100 mil	\$75-100 mil

**FTZ 144, BRUNSWICK**  
**GRANTEE: BRUNSWICK AND GLYNN COUNTY DEVELOPMENT AUTHORITY**

**All Activity:**

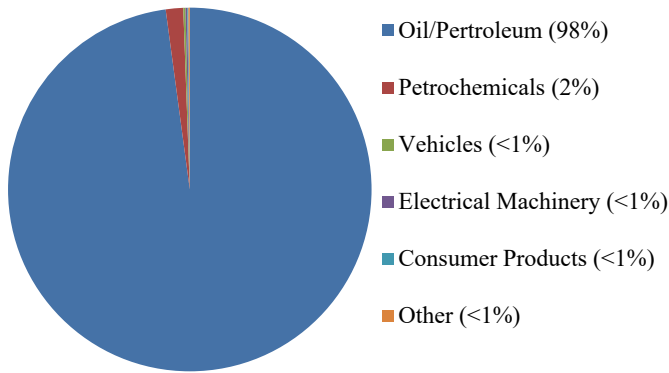
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$50-75 mil	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
4	\$5,000-10,000 mil	\$50-75 mil	\$5,000-10,000 mil

# HAWAII

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY

Merchandise Received:	\$5,000-10,000 mil
Exports:	\$250-500 mil
Total Shipments:	\$5,000-10,000 mil
Employees:	3,001-4,000

FTZ 9, HONOLULU  
GRANTEE: STATE OF HAWAII

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$250-500 mil	3,001-4,000

Warehouse/Distribution Activity:

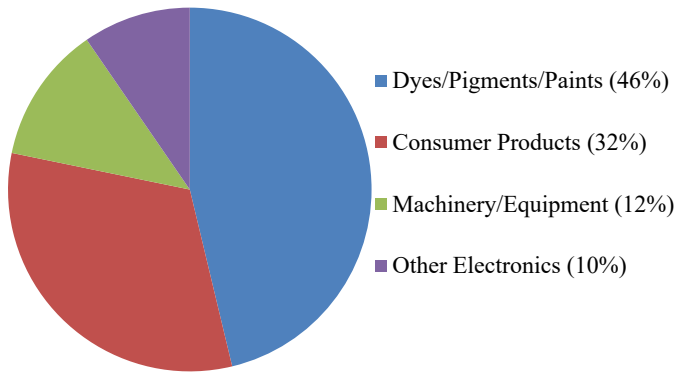
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
9	Pacific Allied Products, Ltd.	\$1-5 mil	\$0	\$1-5 mil
9A	Par Hawaii Refining, LLC	\$1,000-5,000 mil	\$25-50 mil	\$1,000-5,000 mil
9E	IES Downstream, LLC	\$1,000-5,000 mil	\$0	\$750-1,000 mil
9F	Hawai'i Gas	\$25-50 mil	\$0	\$25-50 mil

## IDAHO

TOP FOREIGN-STATUS PRODUCTS BY VALUE



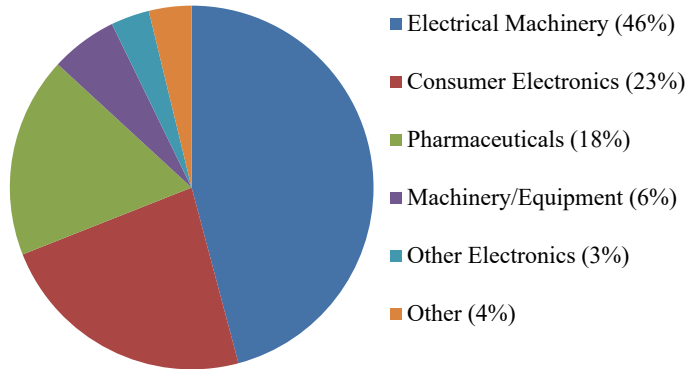
STATE SUMMARY	
Merchandise Received:	\$100-250 mil
Exports:	\$75-100 mil
Total Shipments:	\$100-250 mil
Employees:	151-250

FTZ 242, BOUNDARY COUNTY GRANTEE: COUNTY OF BOUNDARY		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 280, ADA AND CANYON COUNTIES GRANTEE: IDAHO MANUFACTURING ALLIANCE			
All Activity:			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$100-250 mil	\$75-100 mil	151-250	
Warehouse/Distribution Activity:			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$100-250 mil	\$75-100 mil	\$100-250 mil

## ILLINOIS

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$50,000-75,000 mil
Exports:	\$250-500 mil
Total Shipments:	\$50,000-75,000 mil
Employees:	22,001-23,000

**FTZ 22, CHICAGO**  
**GRANTEE: ILLINOIS INTERNATIONAL PORT DISTRICT**

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$50,000-75,000 mil	\$100-250 mil	10,001-11,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
23	\$25,000-50,000 mil	\$100-250 mil	\$25,000-50,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
22	Sweets Mix Co.	\$10-25 mil	\$0	\$10-25 mil
22	Nidec Mobility America Corporation	\$50-75 mil	\$1-5 mil	\$50-75 mil
22	Volflex, Inc.	\$25-50 mil	\$0	\$10-25 mil
22F	Abbott Laboratories	\$1-5 mil	\$1-5 mil	\$1-5 mil
22S	AbbVie Inc.	\$10,000-25,000 mil	\$5-10 mil	\$10,000-25,000 mil

**FTZ 31, GRANITE CITY**  
**GRANTEE: AMERICA'S CENTRAL PORT DISTRICT**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$0-.5 mil	1,001-1,250

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$100-250 mil	\$0-.5 mil	\$100-250 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
31B	Phillips 66 Company	\$1,000-5,000 mil	\$0 mil	\$1,000-5,000 mil
31E	M.M.O. Companies, Inc.	\$1-5 mil	\$0 mil	\$0 mil

**FTZ 114, PEORIA**  
**GRANTEE: ECONOMIC DEVELOPMENT COUNCIL FOR THE PEORIA AREA**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$50-75 mil	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$100-250 mil	\$50-75 mil	\$100-250 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
114F	Bell Sports, Inc.	\$100-250 mil	\$0 mil	\$100-250 mil

FTZ 133, QUAD-CITIES, IOWA/ILLINOIS  
 GRANTEE: QUAD CITIES CHAMBER OF COMMERCE, INC.

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$100-250 mil	1,251-1,500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$75-100 mil	\$100-250 mil	\$100-250 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
133D	Deere & Company	\$50-75 mil	\$5-10 mil	\$50-75 mil

FTZ 146, LAWRENCE COUNTY  
 GRANTEE: BI-STATE AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$100-250 mil	7,001-8,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$5-10 mil	\$0 mil	\$5-10 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
146A	North American Lighting	\$500-750 mil	\$75-100 mil	\$500-750 mil
146D	Marathon Ashland Petroleum LP	\$5,000-10,000 mil	\$10-25 mil	\$5,000-10,000 mil

**FTZ 176, ROCKFORD**  
**GRANTEE: GREATER ROCKFORD AIRPORT AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$50-75 mil	2,501-3,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$25-50 mil	\$0	\$25-50 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
176	Anderson Brecon, Inc.	\$1,000-5,000 mil	\$5-10 mil	\$500-750 mil
176	Staal & Plast USA Inc.	\$1-5 mil	\$.5-1 mil	\$1-5 mil
176E	Mitsubishi Logisnext Americas (Marengo) Inc.	\$250-500 mil	\$25-50 mil	\$250-500 mil
176F	Cellusuede Products, Inc.	\$1-5 mil	\$1-5 mil	\$1-5 mil
176G	Brake Parts Inc.	\$250-500 mil	\$5-10 mil	\$250-500 mil

**FTZ 245, DECATUR**  
**GRANTEE: ECONOMIC DEVELOPMENT CORPORATION OF DECATUR & MACON COUNTY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25-50 mil	\$0 mil	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
245C	Thyssenkrupp Presta Danville, LLC	\$25-50 mil	\$0 mil	\$25-50 mil



FTZ 271, JO-DAVIESS & CARROLL COUNTIES  
 GRANTEE: JO-CARROLL FOREIGN TRADE ZONE BOARD

All Activity:

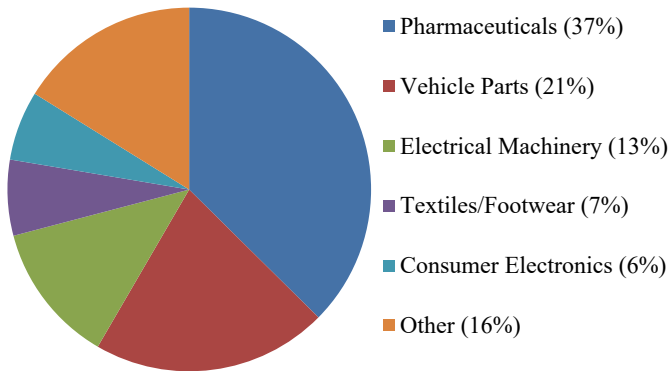
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	1-25

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$0	\$0	\$0

## INDIANA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$25,000-50,000 mil
Exports:	\$1,000-5,000 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	19,001-20,000

**FTZ 72, INDIANAPOLIS**  
**GRANTEE: INDIANAPOLIS AIRPORT AUTHORITY**

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$1,000-5,000 mil	10,001-11,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
15	\$5,000-10,000 mil	\$500-750 mil	\$5,000-10,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
72	Geodis Logistics LLC	\$25-50 mil	\$10-25 mil	\$25-50 mil
72B	Eli Lilly and Company	\$1-5 mil	\$0	\$1-5 mil
72H	Subaru of Indiana Automotive, Inc.	\$5,000-10,000 mil	\$250-500 mil	\$5,000-10,000 mil
72R	Decatur Mold Tool & Engineering	\$1-5 mil	\$0	\$1-5 mil

**FTZ 125, SOUTH BEND**  
**GRANTEE: ST. JOSEPH COUNTY AIRPORT AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$1-5 mil	501-750

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
125	Lionshead Tire and Wheel	\$0	\$0	\$0
125D	ASA Electronics LLC	\$75-100 mil	\$1-5 mil	\$75-100 mil
125E	Thor Motor Coach, Inc.	\$100-250 mil	\$0	\$100-250 mil

**FTZ 152, BURNS HARBOR**  
**GRANTEE: PORTS OF INDIANA**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$75-100 mil	\$1-5 mil	1-25

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$75-100 mil	\$1-5 mil	\$50-75 mil

**FTZ 170, CLARK COUNTY**  
**GRANTEE: PORTS OF INDIANA**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	101-150

FTZ 177, EVANSVILLE  
GRANTEE: PORTS OF INDIANA

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$1,000-5,000 mil	8,001-9,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
177	Best Home Furnishings	\$10-25 mil	\$0	\$10-25 mil
177A	AstraZeneca Pharmaceuticals	\$1,000-5,000 mil	\$1,000-5,000 mil	\$1,000-5,000 mil
177B	Toyota Motor Manufacturing	\$5,000-10,000 mil	\$1,000-5,000 mil	\$5,000-10,000 mil

FTZ 182, FORT WAYNE  
GRANTEE: CITY OF FORT WAYNE

All Activity:

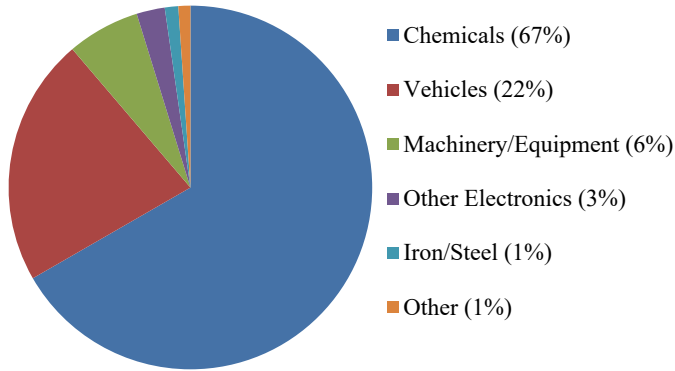
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$75-100 mil	\$10-25 mil	51-75

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$75-100 mil	\$10-25 mil	\$75-100 mil

# IOWA

## TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$250-500 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	7,001-8,000

**FTZ 107, POLK COUNTY  
GRANTEE: THE IOWA FOREIGN TRADE ZONE CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$100-250 mil	1,501-2,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$1,000-5,000 mil	\$100-250 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
107A	Winnebago Industries, Inc.	\$750-1,000 mil	\$25-50 mil	\$500-750 mil

**FTZ 133, QUAD-CITIES, IOWA/ILLINOIS**  
**GRANTEE: QUAD CITIES CHAMBER OF COMMERCE, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$100-250 mil	1,251-1,500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$75-100 mil	\$100-250 mil	\$100-250 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
133D	Deere & Company	\$50-75 mil	\$5-10 mil	\$50-75 mil

**FTZ 175, CEDAR RAPIDS**  
**GRANTEE: CEDAR RAPIDS AIRPORT COMMISSION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$0	4,001-5,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
175A	Deere & Company	\$250-500 mil	\$0	\$250-500 mil

FTZ 288, NORTHWEST IOWA  
 GRANTEE: NORTHWEST IOWA DEVELOPMENT CORPORATION

All Activity:

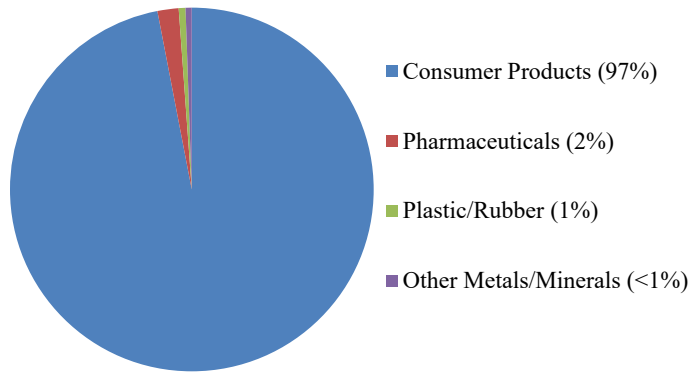
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25-50 mil	\$1-5 mil	26-50

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$25-50 mil	\$1-5 mil	\$25-50 mil

## KANSAS

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$500-750 mil
Exports:	\$1-5 mil
Total Shipments:	\$250-500 mil
Employees:	2,001-2,500

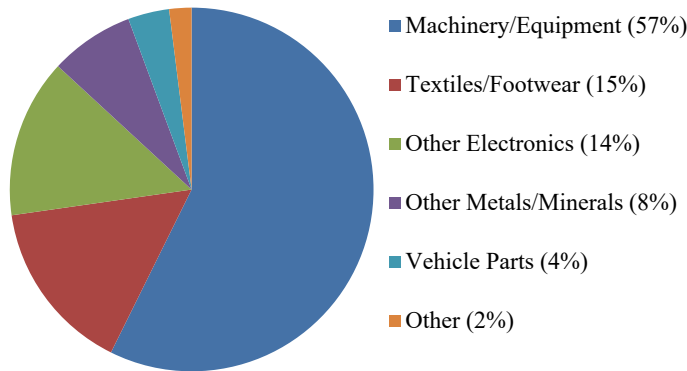
FTZ 17, KANSAS CITY			
GRANTEE: GREATER KANSAS CITY FTZ, INC.			
All Activity:			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$250-500 mil	\$1-5 mil	501-750	
Warehouse/Distribution Activity:			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$250-500 mil	\$1-5 mil	\$250-500 mil

FTZ 161, SEDGWICK COUNTY				
GRANTEE: BOARD OF COMMISSIONERS OF SEDGWICK COUNTY				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$5-10 mil	\$0	1,501-2,000		
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
161A	Hospira Inc	\$5-10 mil	\$0	\$1-5 mil



## KENTUCKY

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$10,000-25,000 mil
Exports:	\$750-1,000 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	26,001-27,000

FTZ 29, LOUISVILLE				
GRANTEE: LOUISVILLE & JEFFERSON COUNTY RIVERPORT AUTHORITY				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$10,000-25,000 mil	\$750-1,000 mil	26,001-27,000		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
10	\$1,000-5,000 mil	\$50-75 mil	\$1,000-5,000 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
29	Workwell Industries, Inc.	\$10-25 mil	\$10-25 mil	\$10-25 mil
29C	Haier US Appliance Solutions, Inc.	\$1,000-5,000 mil	\$10-25 mil	\$1,000-5,000 mil
29D	Lexmark International, Inc.	\$1-5 mil	\$0-.5 mil	\$1-5 mil
29E	Toyota Motor Manufacturing	\$5,000-10,000 mil	\$500-750 mil	\$5,000-10,000 mil
29F	Hitachi Astemo Americas, Inc.	\$500-750 mil	\$100-250 mil	\$250-500 mil
29I	Hyster-Yale Group, Inc.	\$500-750 mil	\$0 mil	\$500-750 mil
29J	LLFlex, LLC	\$25-50 mil	\$5-10 mil	\$25-50 mil
29K	Dow Silicones Corporation	\$750-1,000 mil	\$50-75 mil	\$500-750 mil
29L	North American Stainless	\$75-100 mil	\$0	\$75-100 mil
29N	Ancor Flexibles LLC	\$.5-1 mil	\$0	\$.5-1 mil

**FTZ 47, BOONE COUNTY**  
**GRANTEE: GREATER CINCINNATI FTZ, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$50-75 mil	751-1,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$750-1,000 mil	\$.5-1 mil	\$500-750 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
47C	GE Engine Services Distribution LLC	\$5,000-10,000 mil	\$50-75 mil	\$5,000-10,000 mil
47D	Valeo North America, Inc.	\$75-100 mil	\$5-10 mil	\$75-100 mil

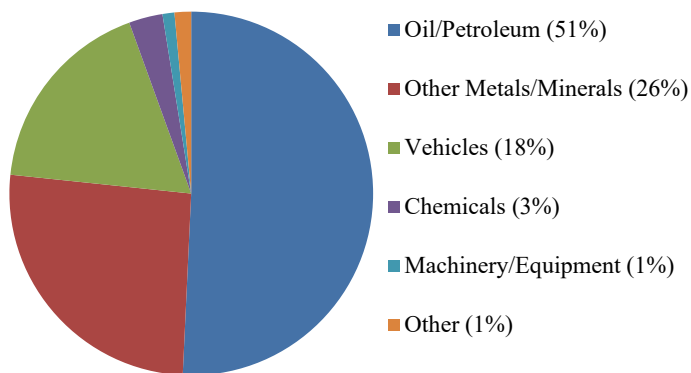
**FTZ 294, WESTERN KENTUCKY**  
**GRANTEE: PADUCAH MCCrackEN COUNTY RIVERPORT AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## LOUISIANA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$>100,000 mil
Exports:	\$25,000-50,000 mil
Total Shipments:	\$>100,000 mil
Employees:	20,001-21,000

<b>FTZ 2, NEW ORLEANS</b>				
<b>GRANTEE: BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS</b>				
<b>All Activity:</b>				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$10,000-25,000 mil	\$1,000-5,000 mil	2,501-3,000		
<b>Warehouse/Distribution Activity:</b>				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
10	\$1,000-5,000 mil	\$1,000-5,000 mil	\$1,000-5,000 mil	
<b>Production Activity:</b>				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2H	Chalmette Refining LLC	\$5,000-10,000 mil	\$0 mil	\$5,000-10,000 mil
2J	Valero Refining-Meraux LLC	\$1,000-5,000 mil	\$1,000-5,000 mil	\$1,000-5,000 mil

FTZ 87, LAKE CHARLES  
GRANTEE: LAKE CHARLES HARBOR & TERMINAL DISTRICT

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25,000-50,000 mil	\$5,000-10,000 mil	3,001-4,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
87A	Phillips 66 Company	\$5,000-10,000 mil	\$1,000-5,000 mil	\$5,000-10,000 mil
87B	CITGO Petroleum Corporation	\$10,000-25,000 mil	\$1,000-5,000 mil	\$10,000-25,000 mil
87C	Halliburton Energy Services	\$25-50 mil	\$0	\$25-50 mil

FTZ 124, GRAMERCY  
GRANTEE: PORT OF SOUTH LOUISIANA

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$50,000-75,000 mil	\$10,000-25,000 mil	5,001-6,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$25,000-50,000 mil	\$5,000-10,000 mil	\$25,000-50,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
124A	Valero Refining-New Orleans, LLC	\$5,000-10,000 mil	\$1,000-5,000 mil	\$5,000-10,000 mil
124B	North American Shipbuilding LLC	\$10-25 mil	\$0	\$100-250 mil
124E	Marathon Ashland Petroleum LLC	\$10,000-25,000 mil	\$1,000-5,000 mil	\$10,000-25,000 mil
124H	Bollinger Shipyards, Inc	\$75-100 mil	\$0	\$100-250 mil
124K	M-I, LLC	\$10-25 mil	\$0	\$10-25 mil
124M	Baker Hughes, Inc	\$1-5 mil	\$0	\$1-5 mil
124N	Excalibar Minerals, LLC	\$5-10 mil	\$0	\$10-25 mil
124O	Halliburton Energy Services	\$5-10 mil	\$0	\$10-25 mil
124T	Offshore Energy Services, Inc.	\$0	\$0	\$1-5 mil
124U	Frank's International, LLC	\$0-.5 mil	\$0	\$0

**FTZ 145, SHREVEPORT**  
**GRANTEE: CADDO-BOSSIER PARISHES PORT COMMISSION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$750-1,000 mil	\$0	101-150

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$750-1,000 mil	\$0	\$500-750 mil

**FTZ 154, BATON ROUGE**  
**GRANTEE: GREATER BATON ROUGE PORT COMMISSION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25,000-50,000 mil	\$1,000-5,000 mil	5,001-6,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
154A	Exxon Corporation	\$25,000-50,000 mil	\$1,000-5,000 mil	\$25,000-50,000 mil
154B	Syngenta Crop Protection LLC	\$100-250 mil	\$100-250 mil	\$100-250 mil

**FTZ 261, ALEXANDRIA**  
**GRANTEE: ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 279, TERREBONNE PARISH  
 GRANTEE: HOUMA-TERREBONNE AIRPORT COMMISSION

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$0	501-750

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
279	Bollinger Houma Shipyards, LLC	\$50-75 mil	\$0	\$0
279	Gulf Island Shipyards, LLC	\$1-5 mil	\$0	\$1-5 mil
279	Deepwater Riser Services, LLC	\$10-25 mil	\$5-10 mil	\$5-10 mil
279A	Thoma-Sea Marine Constructors, LLC	\$50-75 mil	\$0	\$1-5 mil

FTZ 291, CAMERON PARISH  
 GRANTEE: CAMERON PARISH PORT, HARBOR AND TERMINAL DISTRICT

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$5,000-10,000 mil	1,501-2,000

Warehouse/Distribution Activity:

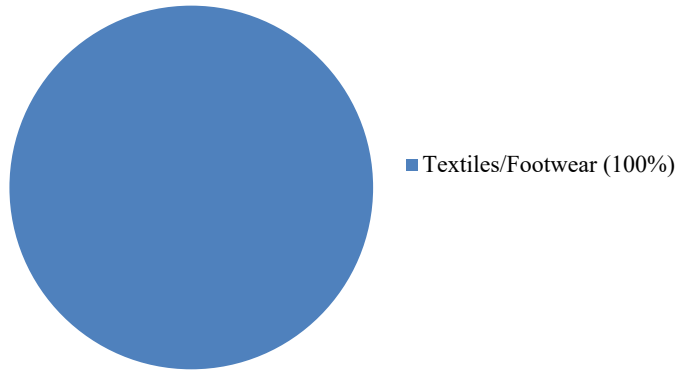
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
291	Cheniere Energy Partners, LP	\$10,000-25,000 mil	\$5,000-10,000 mil	\$5,000-10,000 mil

## MAINE

### TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$25-50 mil
Exports:	\$1-5 mil
Total Shipments:	\$25-50 mil
Employees:	101-150

FTZ 58, BANGOR		
GRANTEE: CITY OF BANGOR		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 179, MADAWASKA		
GRANTEE: MADAWASKA FOREIGN TRADE ZONE CORPORATION		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 186, WATERVILLE  
 GRANTEE: CITY OF WATERVILLE

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25-50 mil	\$1-5 mil	101-150

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

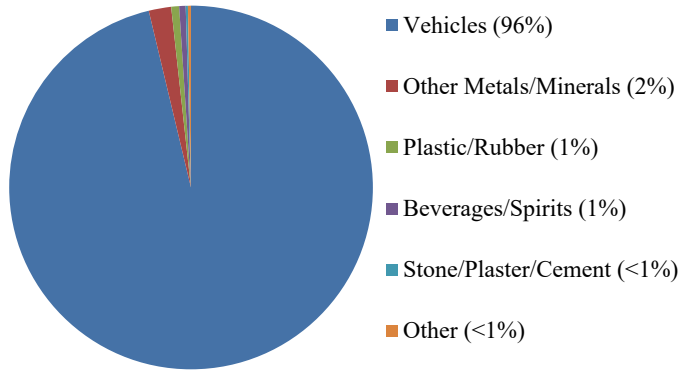
Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
186A	Flemish Master Weavers	\$25-50 mil	\$1-5 mil	\$25-50 mil



## MARYLAND

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$10,000-25,000 mil
Exports:	\$250-500 mil
Total Shipments:	\$5,000-10,000 mil
Employees:	751-1,000

FTZ 63, PRINCE GEORGE'S COUNTY GRANTEE: PRINCE GEORGE'S COUNTY GOVERNMENT		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

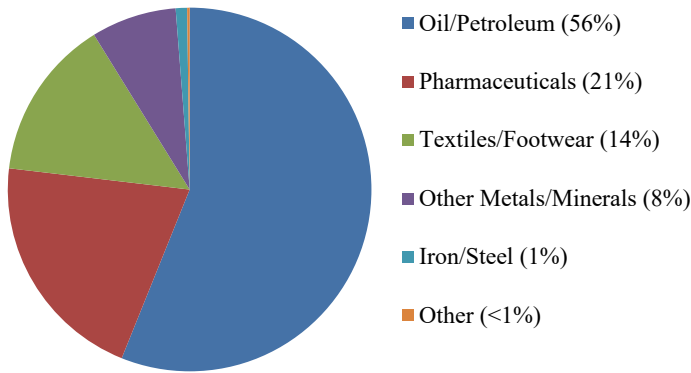
FTZ 73, BWI AIRPORT GRANTEE: MARYLAND DEPARTMENT OF TRANSPORTATION				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$50-75 mil	\$5-10 mil	1-25		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
0	\$0	\$0	\$0	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
73	The Belt's Corporation	\$50-75 mil	\$0	\$25-50 mil
73B	Northrop Grumman Corporation	\$5-10 mil	\$5-10 mil	\$5-10 mil

<p><b>FTZ 74, BALTIMORE</b>  <b>GRANTEE: CITY OF BALTIMORE</b></p>			
<p><b>All Activity:</b></p>			
<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>EMPLOYEES</p>	
<p>\$10,000-25,000 mil</p>	<p>\$250-500 mil</p>	<p>751-1,000</p>	
<p><b>Warehouse/Distribution Activity:</b></p>			
<p>NUMBER OF OPERATORS</p>	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>TOTAL SHIPMENTS</p>
<p>14</p>	<p>\$5,000-10,000 mil</p>	<p>\$100-250 mil</p>	<p>\$5,000-10,000 mil</p>
<p><b>Production Activity:</b></p>			
	<p>COMPANY</p>	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>
<p>74</p>	<p>Mercedes Benz USA, LLC</p>	<p>\$1,000-5,000 mil</p>	<p>\$100-250 mil</p>
<p>74</p>	<p>The Belt's Corporation</p>	<p>\$0-.5 mil</p>	<p>\$.5-1 mil</p>

<p><b>FTZ 255, WASHINGTON COUNTY</b>  <b>GRANTEE: BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY</b></p>			
<p><b>All Activity:</b></p>			
<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>EMPLOYEES</p>	
<p>\$0</p>	<p>\$0</p>	<p>0</p>	

## MASSACHUSETTS

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$1,000-5,000 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	3,001-4,000

FTZ 27, BOSTON				
GRANTEE: MASSACHUSETTS PORT AUTHORITY				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$1,000-5,000 mil	\$1,000-5,000 mil	3,001-4,000		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
2	\$1,000-5,000 mil	\$250-500 mil	\$1000-5000 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
27N	Claremont Flock	\$.5-1 mil	\$0-.5 mil	\$.5-1 mil
27P	Waters Technologies Corporation	\$1-5 mil	\$1-5 mil	\$1-5 mil
27R	Wyeth Pharmaceuticals, LLC	\$1,000-5,000 mil	\$1,000-5,000 mil	\$1,000-5,000 mil

**FTZ 28, NEW BEDFORD**  
**GRANTEE: CITY OF NEW BEDFORD**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25-50 mil	\$0-.5 mil	76-100

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
28F	Acushnet Company	\$25-50 mil	\$0-.5 mil	\$25-50 mil

**FTZ 201, HOLYOKE**  
**GRANTEE: HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$10-25 mil	251-500

**Warehouse/Distribution Activity:**

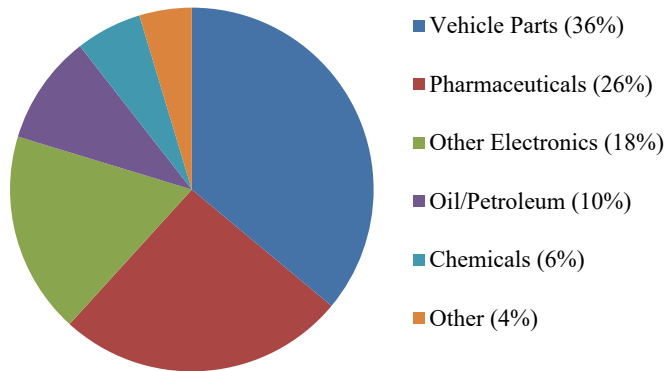
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
201D	ProAmpac Holdings, Inc.	\$100-250 mil	\$10-25 mil	\$100-250 mil

## MICHIGAN

### TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$5,000-10,000 mil
Exports:	\$500-750 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	8,001-9,000

FTZ 16, SAULT STE. MARIE		
GRANTEE: ECONOMIC DEVELOPMENT CORP. OF SAULT STE. MARIE		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 43, BATTLE CREEK				
GRANTEE: CITY OF BATTLE CREEK				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$1,000-5,000 mil	\$250-500 mil	5,001-6,000		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
1	\$25-50 mil	\$1-5 mil	\$10-25 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
43D	Perrigo Company	\$750-1,000 mil	\$10-25 mil	\$500-750 mil
43E	Pfizer Inc.	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil
43G	Zoetis Services LLC	\$25-50 mil	\$10-25 mil	\$25-50 mil
43H	DENSO Manufacturing Michigan, Inc.	\$100-250 mil	\$0-.5 mil	\$100-250 mil

**FTZ 70, DETROIT**  
**GRANTEE: GREATER DETROIT FOREIGN-TRADE ZONE, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$250-500 mil	2,001-2,500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
16	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
70	Fluid Equipment Development Company LLC	\$5-10 mil	\$5-10 mil	\$5-10 mil
70	Pacific Industrial Development Corporation	\$0-.5 mil	\$0-.5 mil	\$0-.5 mil
70U	Wacker Chemical Corporation	\$100-250 mil	\$0	\$100-250 mil
70X	Brose New Boston, Inc.	\$10-25 mil	\$0-.5 mil	\$10-25 mil

**FTZ 140, FLINT**  
**GRANTEE: CITY OF FLINT**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 189, KENT/OTTAWA/MUSKEGON COUNTIES  
 GRANTEE: KOM FOREIGN TRADE ZONE AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$0-.5 mil	751-1,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$250-500 mil	\$0	\$250-500 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
189F	GHSP Inc.	\$25-50 mil	\$0-.5 mil	\$25-50 mil

FTZ 210, ST. CLAIR COUNTY  
 GRANTEE: ECONOMIC DEVELOPMENT ALLIANCE OF ST. CLAIR COUNTY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

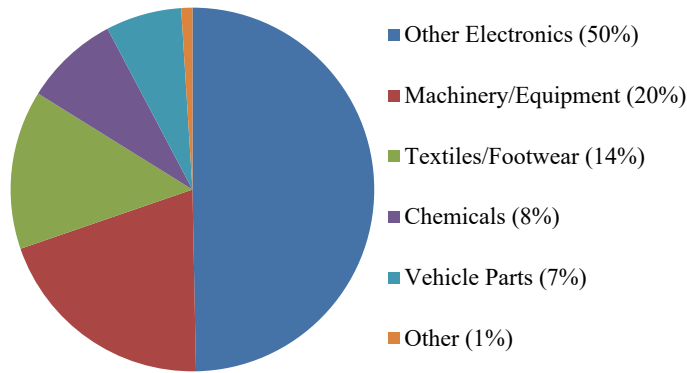
FTZ 275, LANSING  
 GRANTEE: CAPITAL REGION AIRPORT AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## MINNESOTA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$100-250 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	5,001-6,000

**FTZ 51, DULUTH**  
**GRANTEE: DULUTH SEAWAY PORT AUTHORITY**

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$75-100 mil	\$75-100 mil	1-25

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$75-100 mil	\$75-100 mil	\$75-100 mil



**FTZ 119, MINNEAPOLIS-ST. PAUL**  
**GRANTEE: GREATER METROPOLITAN AREA FTZ COMMISSION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$500-750 mil	\$25-50 mil	1,251-1,500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
4	\$250-500 mil	\$25-50 mil	\$250-500 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
119G	SICK Product & Competence Center Americas, LLC	\$10-25 mil	\$0	\$10-25 mil
119J	MAT Industries, Inc.	\$10-25 mil	\$0	\$10-25 mil
119M	AGCO Corporation	\$100-250 mil	\$1-5 mil	\$75-100 mil

**FTZ 259, KOOCHICHING COUNTY**  
**GRANTEE: KOOCHICHING ECONOMIC DEVELOPMENT AUTHORITY**

**All Activity:**

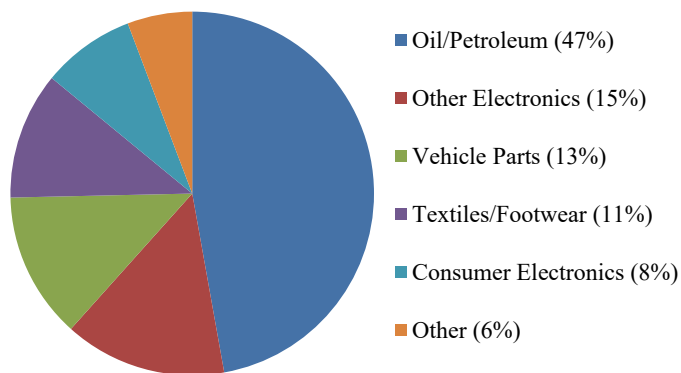
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$750-1,000 mil	\$75-100 mil	3,001-4,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$750-1,000 mil	\$75-100 mil	\$500-750 mil

## MISSISSIPPI

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$10,000-25,000 mil
Exports:	\$1,000-5,000 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	30,001-31,000

**FTZ 92, HARRISON COUNTY**  
**GRANTEE: MISSISSIPPI COAST FOREIGN-TRADE ZONE, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$1,000-5,000 mil	19,001-20,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
92	Gulf Ship, LLC	\$25-50 mil	\$0	\$50-75 mil
92A	VT Halter Marine, Inc.	\$25-50 mil	\$0	\$0
92B	Huntington Ingalls Industries	\$25-50 mil	\$0	\$0
92D	Chevron Corporation	\$10,000-25,000 mil	\$1,000-5,000 mil	\$10,000-25,000 mil

**FTZ 158, VICKSBURG/JACKSON**  
**GRANTEE: GREATER MISSISSIPPI FOREIGN-TRADE ZONE, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$250-500 mil	9,001-10,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$250-500 mil	\$.5-1 mil	\$250-500 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
158	H.M. Richards	\$100-250 mil	\$1-5 mil	\$100-250 mil
158	Morgan Fabrics	\$5-10 mil	\$.5-1 mil	\$5-10 mil
158	MTD Products	\$250-500 mil	\$1-5 mil	\$250-500 mil
158	International Converter, LLC	\$25-50 mil	\$10-25 mil	\$25-50 mil
158	Traxys Processing, Inc.	\$25-50 mil	\$5-10 mil	\$25-50 mil
158D	Nissan North America, Inc.	\$5,000-10,000 mil	\$250-500 mil	\$5,000-10,000 mil
158F	Max Home, LLC	\$25-50 mil	\$.5-1 mil	\$25-50 mil
158G	Southern Motion, Inc.	\$75-100 mil	\$0-.5 mil	\$75-100 mil

**FTZ 262, SOUTHAVEN**  
**GRANTEE: NORTHERN MISSISSIPPI FTZ, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$25-50 mil	501-750

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
6	\$1,000-5,000 mil	\$25-50 mil	\$1,000-5,000 mil

FTZ 287, TUNICA COUNTY  
 GRANTEE: TUNICA COUNTY

All Activity:

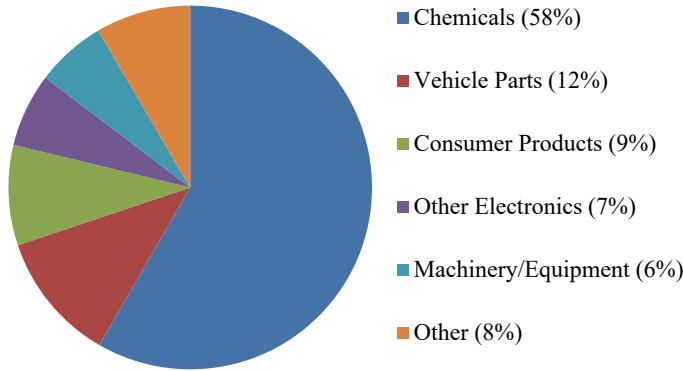
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$500-750 mil	\$250-500 mil	251-500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$500-750 mil	\$250-500 mil	\$500-750 mil

# MISSOURI

## TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$250-500 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	2,501-3,000

**FTZ 15, KANSAS CITY  
GRANTEE: GREATER KANSAS CITY FTZ, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$250-500 mil	2,001-2,500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
5	\$100-250 mil	\$0-.5 mil	\$100-250 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
15	Oregon Tool, Inc.	\$100-250 mil	\$5-10 mil	\$100-250 mil
15D	Bayer CropScience, LLC	\$750-1,000 mil	\$250-500 mil	\$500-750 mil
15E	Kawasaki Motors Manufacturing Corp.	\$250-500 mil	\$10-25 mil	\$250-500 mil

FTZ 102, ST. LOUIS  
GRANTEE: ST. LOUIS COUNTY PORT AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$50-75 mil	251-500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$250-500 mil	\$50-75 mil	\$250-500 mil

FTZ 225, SPRINGFIELD  
GRANTEE: CITY OF SPRINGFIELD AIRPORT BOARD

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$0	251-500

Warehouse/Distribution Activity:

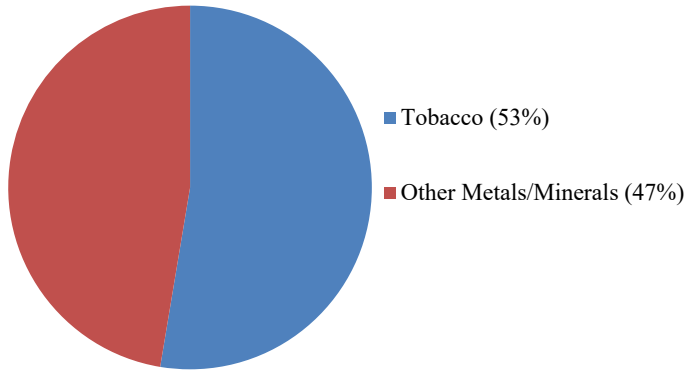
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$250-500 mil	\$0	\$250-500 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
225	General Dynamics	\$10-25 mil	\$0	\$0

# MONTANA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$25-50 mil
Exports:	\$25-50 mil
Total Shipments:	\$25-50 mil
Employees:	151-250

FTZ 88, GREAT FALLS		
GRANTEE: GREAT FALLS INTERNATIONAL AIRPORT AUTHORITY		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 187, TOOLE COUNTY			
GRANTEE: NORTHERN EXPRESS TRANSPORTATION, INC.			
All Activity:			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$10-25 mil	\$10-25 mil	1-25	
Warehouse/Distribution Activity:			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$10-25 mil	\$10-25 mil	\$10-25 mil

**FTZ 274, BUTTE-SILVER BOW**  
**GRANTEE: CITY AND COUNTY OF BUTTE–SILVER BOW**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10-25 mil	\$10-25 mil	151-250

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

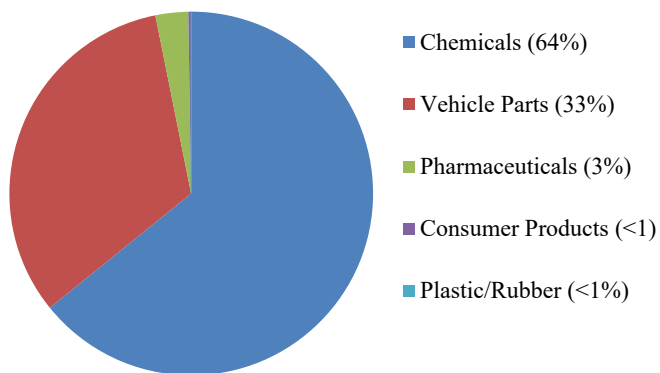
**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
274	REC Advanced Silicon Materials LLC	\$10-25 mil	\$10-25 mil	\$10-25 mil



## NEBRASKA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$100-250 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	3,001-4,000

FTZ 19, OMAHA				
GRANTEE: GREATER OMAHA CHAMBER OF COMMERCE				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$1,000-5,000 mil	\$0	151-250		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
1	\$1-5 mil	\$0	\$1-5 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
19A	Syngenta Crop Protection, Inc.	\$1,000-5,000 mil	\$0	\$1,000-5,000 mil

FTZ 59, LINCOLN  
GRANTEE: LINCOLN FOREIGN-TRADE ZONE, INC.

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$500-750 mil	\$100-250 mil	3,001-4,000

Warehouse/Distribution Activity:

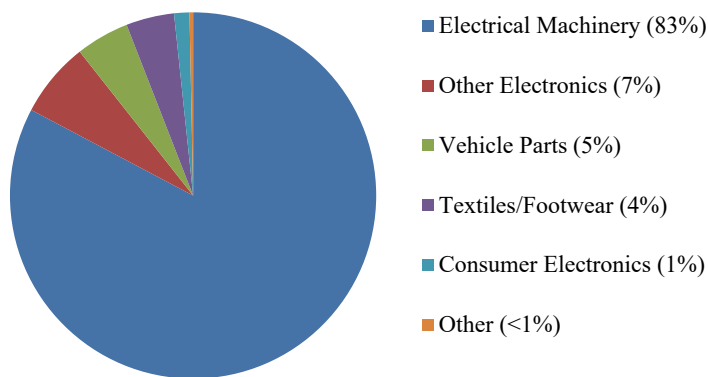
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
59A	Kawasaki Motors Manufacturing Corp., U.S.A.	\$500-750 mil	\$100-250 mil	\$500-750 mil
59E	Zoetis Services, LLC	\$25-50 mil	\$0	\$25-50 mil

## NEVADA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$5,000-10,000 mil
Exports:	\$10-25 mil
Total Shipments:	\$5,000-10,000 mil
Employees:	10,001-11,000

**FTZ 89, CLARK COUNTY**  
**GRANTEE: LAS VEGAS GLOBAL ECONOMIC ALLIANCE**

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$0-.5 mil	501-750

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$250-500 mil	\$0-.5 mil	\$250-500 mil

FTZ 126, SPARKS  
GRANTEE: ECONOMIC DEVELOPMENT AUTHORITY OF WESTERN NEVADA

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$10-25 mil	9,001-10,000

Warehouse/Distribution Activity:

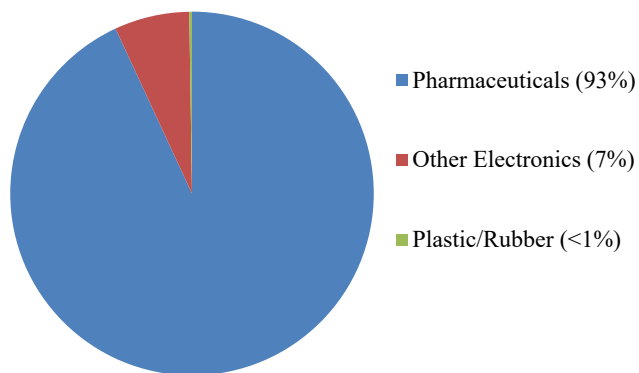
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
9	\$1,000-5,000 mil	\$10-25 mil	\$1,000-5,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
126B	Taiyo America Inc.	\$1-5 mil	\$0	\$1-5 mil
126D	Tesla, Inc.	\$5,000-10,000 mil	\$5-10 mil	\$5,000-10,000 mil

## NEW HAMPSHIRE

TOP FOREIGN-STATUS PRODUCTS BY VALUE

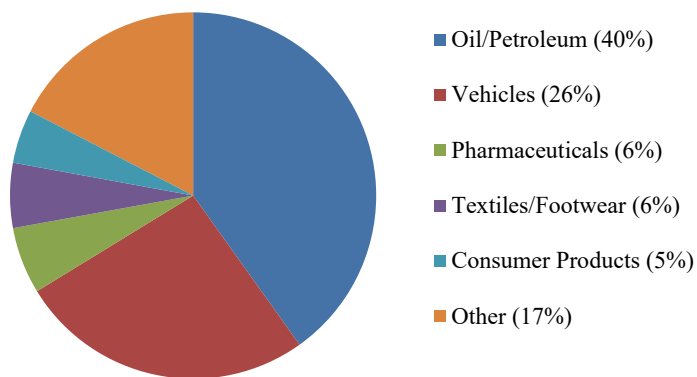


STATE SUMMARY	
Merchandise Received:	\$250-500 mil
Exports:	\$10-25 mil
Total Shipments:	\$100-250 mil
Employees:	1,501-2,000

FTZ 81, PORTSMOUTH				
GRANTEE: PEASE DEVELOPMENT AUTHORITY, DIVISION OF PORTS AND HARBORS				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$250-500 mil	\$10-25 mil	1,501-2,000		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
1	\$50-75 mil	\$5-10 mil	\$25-50 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
81	Textiles Coated International	\$25-50 mil	\$5-10 mil	\$10-25 mil
81D	Millipore Corporation	\$250-500 mil	\$0	\$100-250 mil

## NEW JERSEY

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$10,000-25,000 mil
Exports:	\$750-1,000 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	8,001-9,000

FTZ 44, MORRIS COUNTY				
GRANTEE: STATE OF NEW JERSEY DEPARTMENT OF STATE				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$1,000-5,000 mil	\$100-250 mil	2,001-2,500		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
3	\$250-500 mil	\$5-10 mil	\$250-500 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
44	Givaudan Fragrances Corporation	\$250-500 mil	\$100-250 mil	\$250-500 mil
44B	International Flavors & Fragrances Inc.	\$100-250 mil	\$0	\$100-250 mil
44E	L'Oreal USA Products, Inc.	\$500-750 mil	\$25-50 mil	\$500-750 mil
44H	Givaudan Flavors Corporation	\$10-25 mil	\$0	\$10-25 mil

**FTZ 49, NEWARK/ELIZABETH  
GRANTEE: PORT AUTHORITY OF NY AND NJ**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$500-750 mil	6,001-7,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
16	\$5,000-10,000 mil	\$250-500 mil	\$5,000-10,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
49C	Bristol-Myers Squibb	\$75-100 mil	\$10-25 mil	\$25-50 mil
49E	Phillips 66 Company	\$5,000-10,000 mil	\$1-5 mil	\$5,000-10,000 mil
49H	Firmenich, Inc.	\$250-500 mil	\$100-250 mil	\$250-500 mil
49J	Movado Group	\$100-250 mil	\$10-25 mil	\$100-250 mil
49T	Catalent Pharma Solutions	\$25-50 mil	\$.5-1 mil	\$5-10 mil

**FTZ 142, SALEM/MILLVILLE  
GRANTEE: SOUTH JERSEY PORT CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$0	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
142A	PBF Energy Company, LLC	\$1,000-5,000 mil	\$0	\$1,000-5,000 mil

FTZ 200, MERCER COUNTY  
 GRANTEE: COUNTY OF MERCER, NEW JERSEY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$0	101-150

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$250-500 mil	\$0	\$250-500 mil

FTZ 235, LAKEWOOD  
 GRANTEE: TOWNSHIP OF LAKEWOOD, NEW JERSEY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1-5 mil	\$0-.5 mil	26-50

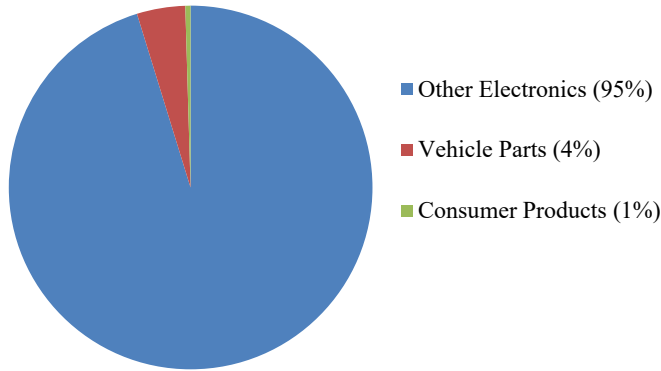
Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$1-5 mil	\$0-.5 mil	\$1-5 mil



## NEW MEXICO

TOP FOREIGN-STATUS PRODUCTS BY VALUE



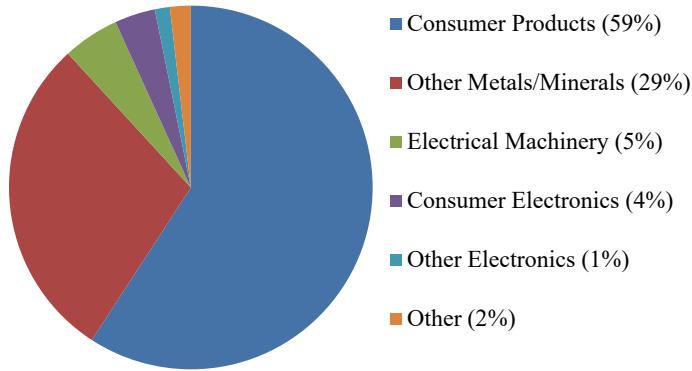
STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$1,000-5,000 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	151-250

FTZ 110, ALBUQUERQUE		
GRANTEE: THE CITY OF ALBUQUERQUE AVIATION DEPARTMENT		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 197, DONA ANA COUNTY			
GRANTEE: BOARD OF COUNTY COMMISSIONERS OF DONA ANA COUNTY			
All Activity:			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$1,000-5,000 mil	\$1,000-5,000 mil	151-250	
Warehouse/Distribution Activity:			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
4	\$1,000-5,000 mil	\$1,000-5,000 mil	\$1,000-5,000 mil

## NEW YORK

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$10,000-25,000 mil
Exports:	\$75-100 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	4,001-5,000

FTZ 1, NEW YORK CITY GRANTEE: CITY OF NEW YORK			
All Activity:			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$10,000-25,000 mil	\$25-50 mil	26-50	
Warehouse/Distribution Activity:			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
7	\$10,000-25,000 mil	\$25-50 mil	\$10,000-25,000 mil

FTZ 23, BUFFALO  
GRANTEE: COUNTY OF ERIE

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$10-25 mil	1,251-1,500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
5	\$50-75 mil	\$10-25 mil	\$50-75 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
23D	Cummins, Inc.	\$100-250 mil	\$0	\$100-250 mil

FTZ 34, NIAGARA COUNTY  
GRANTEE: NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$.5-1 mil	\$0-.5 mil	51-75

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$.5-1 mil	\$0-.5 mil	\$.5-1 mil

<p><b>FTZ 37, ORANGE COUNTY</b>  <b>GRANTEE: COUNTY OF ORANGE</b></p>				
<p><b>All Activity:</b></p>				
	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>EMPLOYEES</p>	
	<p>\$1,000-5,000 mil</p>	<p>\$10-25 mil</p>	<p>751-1,000</p>	
<p><b>Warehouse/Distribution Activity:</b></p>				
	<p>NUMBER OF OPERATORS</p>	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	
	<p>1</p>	<p>\$750-1,000 mil</p>	<p>\$0</p>	
<p><b>Production Activity:</b></p>				
	<p>COMPANY</p>	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>TOTAL SHIPMENTS</p>
<p>37</p>	<p>Konica Minolta Supplies Manufacturing U.S.A., Inc</p>	<p>\$75-100 mil</p>	<p>\$10-25 mil</p>	<p>\$75-100 mil</p>
<p>37</p>	<p>Takasago</p>	<p>\$75-100 mil</p>	<p>\$0</p>	<p>\$75-100 mil</p>

<p><b>FTZ 52, SUFFOLK COUNTY</b>  <b>GRANTEE: SUFFOLK COUNTY</b></p>				
<p><b>All Activity:</b></p>				
	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>EMPLOYEES</p>	
	<p>\$10-25 mil</p>	<p>\$10-25 mil</p>	<p>251-500</p>	
<p><b>Warehouse/Distribution Activity:</b></p>				
	<p>NUMBER OF OPERATORS</p>	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	
	<p>2</p>	<p>\$10-25 mil</p>	<p>\$10-25 mil</p>	
<p><b>Production Activity:</b></p>				
	<p>COMPANY</p>	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>TOTAL SHIPMENTS</p>
<p>52B</p>	<p>LNK International, Inc.</p>	<p>\$1-5 mil</p>	<p>\$0</p>	<p>\$5-10 mil</p>

FTZ 54, CLINTON COUNTY  
GRANTEE: CLINTON COUNTY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10-25 mil	\$1-5 mil	101-150

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$1-5 mil	\$1-5 mil	\$1-5 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
54A	W Schonbek LLC	\$10-25 mil	\$0-.5 mil	\$5-10 mil

FTZ 90, ONONDAGA COUNTY  
GRANTEE: COUNTY OF ONONDAGA

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$500-750 mil	\$.5-1 mil	751-1,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
90C	PPC Broadband, Inc.	\$250-500 mil	\$.5-1 mil	\$250-500 mil
90D	Xylem Water Systems USA LLC	\$100-250 mil	\$0	\$100-250 mil

FTZ 109, WATERTOWN  
GRANTEE: COUNTY OF JEFFERSON

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 118, OGDENSBURG  
GRANTEE: OGDENSBURG BRIDGE AND PORT AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 121, ALBANY  
GRANTEE: CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1-5 mil	\$1-5 mil	251-500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
121A	Curia Global, Inc.	\$1-5 mil	\$1-5 mil	\$1-5 mil

FTZ 141, MONROE COUNTY  
GRANTEE: COUNTY OF MONROE

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25-50 mil	\$0	251-500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
141A	Eastman Kodak Company	\$1-5 mil	\$0	\$1-5 mil
141B	Xerox Corporation	\$10-25 mil	\$0	\$10-25 mil

FTZ 172, ONEIDA COUNTY  
GRANTEE: COUNTY OF ONEIDA

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 284, GENESEE COUNTY  
GRANTEE: GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10-25 mil	\$0	251-500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
284	Liberty Pumps	\$10-25 mil	\$0	\$10-25 mil

FTZ 289, ONTARIO COUNTY  
 GRANTEE: ONTARIO COUNTY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$75-100 mil	\$0	151-250

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

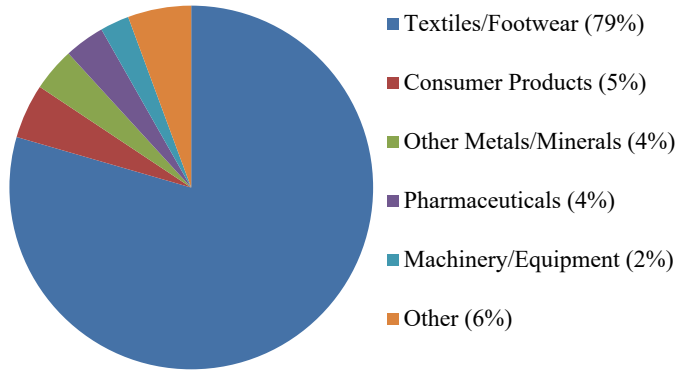
Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
289A	Crosman Corporation	\$75-100 mil	\$0	\$75-100 mil



## NORTH CAROLINA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$75-100 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	9,001-10,000

**FTZ 57, MECKLENBURG COUNTY**  
**GRANTEE: CHARLOTTE REGIONAL BUSINESS ALLIANCE**

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$1-5 mil	501-750

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
57C	DNP Imagingcomm America Corporation	\$100-250 mil	\$1-5 mil	\$100-250 mil

**FTZ 93, RALEIGH/DURHAM  
GRANTEE: TRIANGLE J COUNCIL OF GOVERNMENTS**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$25-50 mil	2,001-2,500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
4	\$100-250 mil	\$10-25 mil	\$75-100 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
93	Liebel-Flarsheim Company, LLC	\$10-25 mil	\$0	\$10-25 mil
93	GlaxoSmithKline	\$25-50 mil	\$0	\$25-50 mil
93G	Revlon Consumer Products Corporation	\$50-75 mil	\$10-25 mil	\$50-75 mil

**FTZ 214, LENOIR COUNTY  
GRANTEE: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$0	2,501-3,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$1-5 mil	\$0	\$1-5 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
214A	Consolidated Diesel	\$100-250 mil	\$0	\$100-250 mil
214B	Hyster-Yale Group, Inc.	\$100-250 mil	\$0	\$100-250 mil

**FTZ 230, PIEDMONT TRIAD AREA  
GRANTEE: PIEDMONT TRIAD PARTNERSHIP**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$25-50 mil	4,001-5,000

**Warehouse/Distribution Activity:**

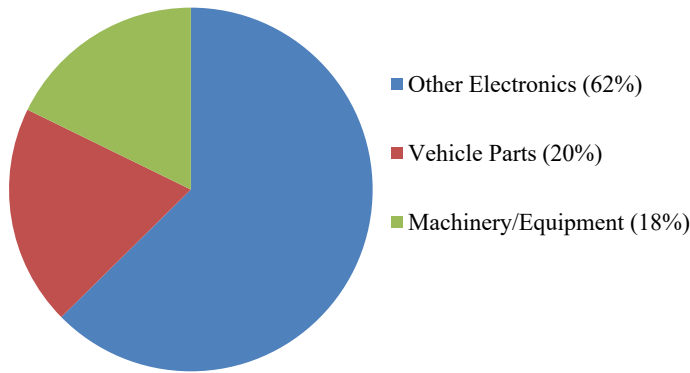
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
6	\$1,000-5,000 mil	\$25-50 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
230	Tri-Seal Opco, LLC	\$100-250 mil	\$0	\$75-100 mil
230	Deere Hitachi Construction Machinery Corp.	\$25-50 mil	\$0	\$10-25 mil
230	LL Flex, LLC	\$10-25 mil	\$1-5 mil	\$10-25 mil
230A	United Chemi-Con	\$10-25 mil	\$0	\$10-25 mil
230C	Patheon Softgels Inc.	\$25-50 mil	\$5-10 mil	\$25-50 mil

## NORTH DAKOTA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



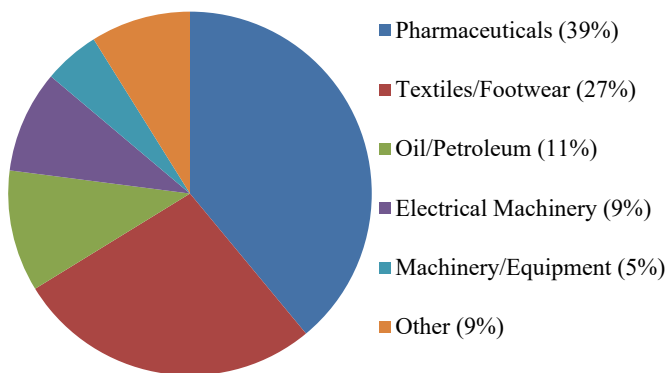
STATE SUMMARY	
Merchandise Received:	\$500-750 mil
Exports:	\$.5-1 mil
Total Shipments:	\$500-750 mil
Employees:	1,251-1,500

FTZ 103, GRAND FORKS		
GRANTEE: GRAND FORKS REGION ECONOMIC DEVELOPMENT CORPORATION		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 267, FARGO				
GRANTEE: MUNICIPAL AIRPORT AUTHORITY OF THE CITY OF FARGO				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$500-750 mil	\$.5-1 mil	1,251-1,500		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
1	\$250-500 mil	\$.5-1 mil	\$250-500 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
267	CNH America, LLC	\$100-250 mil	\$0	\$100-250 mil

# OHIO

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$25,000-50,000 mil
Exports:	\$1,000-5,000 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	23,001-24,000

FTZ 8, TOLEDO				
GRANTEE: TOLEDO-LUCAS COUNTY PORT AUTHORITY				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$10,000-25,000 mil	\$5-10 mil	5,001-6,000		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
1	\$10-25 mil	\$0	\$5-10 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
8	Arbor Foods Inc.	\$5-10 mil	\$0	\$5-10 mil
8F	Cenovus Energy	\$1,000-5,000 mil	\$0	\$1,000-5,000 mil
8G	Premcor Refining Group, Inc.	\$5,000-10,000 mil	\$0	\$5,000-10,000 mil
8H	Toledo Refining Company LLC	\$1,000-5,000 mil	\$0	\$1,000-5,000 mil
8I	Whirlpool Corporation	\$250-500 mil	\$5-10 mil	\$100-250 mil

**FTZ 40, CLEVELAND**  
**GRANTEE: CLEVELAND CUYAHOGA COUNTY PORT AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$500-750 mil	3,001-4,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$1,000-5,000 mil	\$500-750 mil	\$1,000-5,000 mil

**FTZ 46, CINCINNATI**  
**GRANTEE: GREATER CINCINNATI FTZ, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$50-75 mil	1,251-1,500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
46	Festo Corporation	\$250-500 mil	\$50-75 mil	\$250-500 mil
46G	Givaudan Flavors Corporation	\$5-10 mil	\$0	\$5-10 mil
46K	Patheon Pharmaceuticals Inc.	\$50-75 mil	\$1-5 mil	\$10-25 mil

<p><b>FTZ 100, DAYTON</b>  <b>GRANTEE: GREATER DAYTON FOREIGN-TRADE ZONE, INC.</b></p>				
<p><b>All Activity:</b></p>				
<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>EMPLOYEES</p>		
<p>\$750-1,000 mil</p>	<p>\$10-25 mil</p>	<p>2,501-3,000</p>		
<p><b>Warehouse/Distribution Activity:</b></p>				
<p>NUMBER OF OPERATORS</p>	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>TOTAL SHIPMENTS</p>	
<p>1</p>	<p>\$10-25 mil</p>	<p>\$0</p>	<p>\$10-25 mil</p>	
<p><b>Production Activity:</b></p>				
	<p>COMPANY</p>	<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>TOTAL SHIPMENTS</p>
<p>100C</p>	<p>MAHLE Behr Dayton LLC</p>	<p>\$250-500 mil</p>	<p>\$1-5 mil</p>	<p>\$250-500 mil</p>
<p>100D</p>	<p>Thor Industries</p>	<p>\$100-250 mil</p>	<p>\$10-25 mil</p>	<p>\$100-250 mil</p>
<p>100E</p>	<p>Whirlpool Corporation</p>	<p>\$250-500 mil</p>	<p>\$1-5 mil</p>	<p>\$100-250 mil</p>

<p><b>FTZ 101, CLINTON COUNTY</b>  <b>GRANTEE: AMES MATERIAL SERVICES, INC.</b></p>			
<p><b>All Activity:</b></p>			
<p>MERCHANDISE RECEIVED</p>	<p>EXPORTS</p>	<p>EMPLOYEES</p>	
<p>\$0</p>	<p>\$0</p>	<p>0</p>	

FTZ 138, FRANKLIN COUNTY  
GRANTEE: COLUMBUS REGIONAL AIRPORT AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$750-1,000 mil	7,001-8,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
20	\$10,000-25,000 mil	\$750-1,000 mil	\$10,000-25,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
138H	International Converter, Inc.	\$25-50 mil	\$5-10 mil	\$25-50 mil

FTZ 151, FINDLAY  
GRANTEE: FINDLAY/HANCOCK COUNTY CHAMBER OF COMMERCE

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$0	2,001-2,500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
151E	Whirlpool Corporation	\$250-500 mil	\$0	\$250-500 mil



FTZ 181, AKRON/CANTON  
GRANTEE: NORTHEAST OHIO JOINT OFFICE OF ECONOMIC DEVELOPMENT

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$5-10 mil	151-250

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$250-500 mil	\$5-10 mil	\$250-500 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
181	Cimbar Performance Minerals, Inc.	\$10-25 mil	\$0	\$10-25 mil
181B	Mitsubishi Electric Power Products	\$.5-1 mil	\$0	\$.5-1 mil

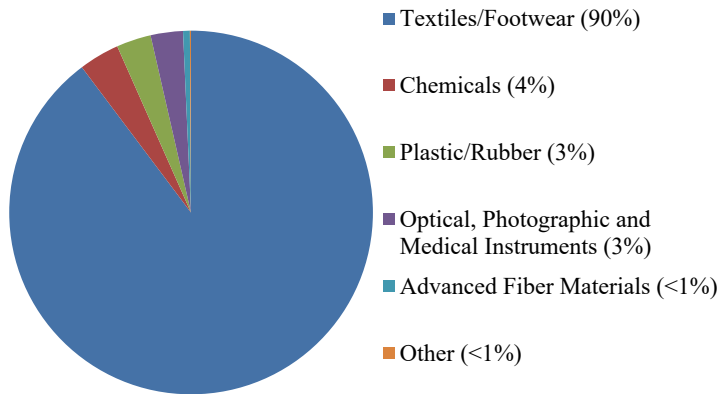
FTZ 270, LAWRENCE COUNTY  
GRANTEE: LAWRENCE COUNTY PORT AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## OKLAHOMA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$500-750 mil
Exports:	\$5-10 mil
Total Shipments:	\$250-500 mil
Employees:	501-750

<b>FTZ 53, ROGERS COUNTY</b>		
<b>GRANTEE: CITY OF TULSA-ROGERS COUNTY PORT AUTHORITY</b>		
<b>All Activity:</b>		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

<b>FTZ 106, OKLAHOMA CITY</b>				
<b>GRANTEE: PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA</b>				
<b>All Activity:</b>				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$250-500 mil	\$1-5 mil	251-500		
<b>Warehouse/Distribution Activity:</b>				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
2	\$250-500 mil	\$0	\$250-500 mil	
<b>Production Activity:</b>				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
106D	Xerox Corporation	\$1-5 mil	\$0-.5 mil	\$1-5 mil
106F	Miraclon Corporation	\$5-10 mil	\$1-5 mil	\$5-10 mil

FTZ 164, MUSKOGEE  
GRANTEE: MUSKOGEE CITY-COUNTY PORT AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$50-75 mil	\$1-5 mil	101-150

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$50-75 mil	\$1-5 mil	\$50-75 mil

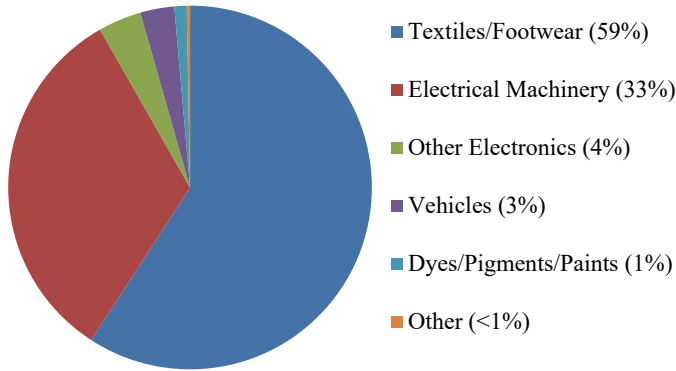
FTZ 227, DURANT  
GRANTEE: RURAL ENTERPRISES OF OKLAHOMA, INC.

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## OREGON

### TOP FOREIGN-STATUS PRODUCTS BY VALUE



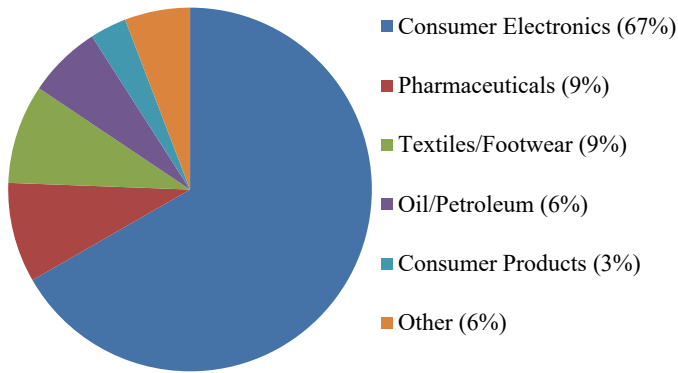
STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$250-500 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	5,001-6,000

FTZ 45, PORTLAND				
GRANTEE: PORT OF PORTLAND				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$1,000-5,000 mil	\$250-500 mil	5,001-6,000		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
3	\$250-500 mil	\$10-25 mil	\$250-500 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
45F	Epson Portland Inc.	\$50-75 mil	\$.5-1 mil	\$50-75 mil
45H	Lam Research Corporation	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil

FTZ 132, COOS COUNTY		
GRANTEE: INTERNATIONAL PORT OF COOS BAY COMMISSION		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## PENNSYLVANIA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$10,000-25,000 mil
Exports:	\$750-1,000 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	9,001-10,000

FTZ 24, PITTSTON			
GRANTEE: EASTERN DISTRIBUTION CENTER, INC.			
All Activity:			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$750-1,000 mil	\$100-250 mil	1,251-1,500	
Warehouse/Distribution Activity:			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$750-1,000 mil	\$75-100 mil	\$750-1,000 mil
Production Activity:			
	COMPANY	MERCHANDISE RECEIVED	EXPORTS
24B	Cherokee Pharmaceuticals, LLC	\$25-50 mil	\$25-50 mil
			TOTAL SHIPMENTS
			\$50-75 mil

**FTZ 33, PITTSBURGH**  
**GRANTEE: REGIONAL INDUSTRIAL DEVELOPMENT CORPORATION OF SOUTHWESTERN PENNSYLVANIA**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$500-750 mil	\$25-50 mil	1,001-1,250

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
4	\$250-500 mil	\$25-50 mil	\$250-500 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
33D	Mitsubishi Electric Power Products, Inc.	\$50-75 mil	\$0-.5 mil	\$50-75 mil
33E	DNP Imagingcomm America Corporation	\$25-50 mil	\$0-.5 mil	\$25-50 mil

**FTZ 35, PHILADELPHIA**  
**GRANTEE: PHILADELPHIA REGIONAL PORT AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$100-250 mil	2,001-2,500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
5	\$1,000-5,000 mil	\$100-250 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
35D	Monroe Energy LLC	\$5,000-10,000 mil	\$0	\$5,000-10,000 mil
35E	Aker Philadelphia Shipyard	\$100-250 mil	\$0	\$0

FTZ 147, READING  
GRANTEE: FTZ CORP OF SOUTHERN PENNSYLVANIA

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$250-500 mil	2,001-2,500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
8	\$5,000-10,000 mil	\$250-500 mil	\$5,000-10,000 mil

FTZ 247, ERIE  
GRANTEE: ERIE-WESTERN PENNSYLVANIA PORT AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$0	51-75

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$250-500 mil	\$0	\$250-500 mil

FTZ 254, JEFFERSON COUNTY  
GRANTEE: NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 272, COUNTIES OF LEHIGH AND NORTHAMPTON  
 GRANTEE: LEHIGH VALLEY ECONOMIC DEVELOPMENT CORPORATION

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$25-50 mil	1,501-2,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
5	\$1,000-5,000 mil	\$5-10 mil	\$1,000-5,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
272A	Grundfos Pumps Manufacturing Corporation	\$100-250 mil	\$10-25 mil	\$100-250 mil
272B	Piramal Critical Care, Inc.	\$25-50 mil	\$5-10 mil	\$25-50 mil

FTZ 295, CENTRAL PENNSYLVANIA  
 GRANTEE: PENNSYLVANIA FOREIGN TRADE ZONE CORPORATION

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	1-25

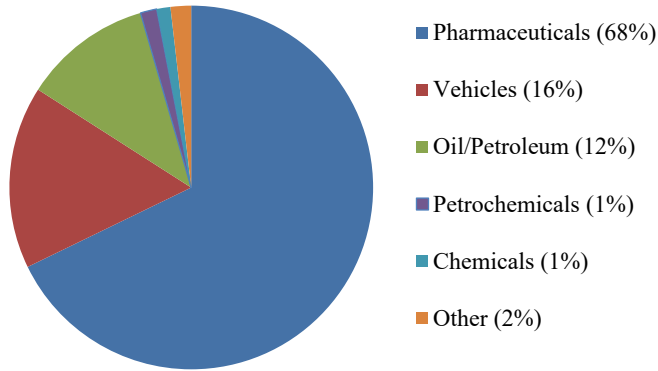
Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$0	\$0	\$0



## PUERTO RICO

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$25,000-50,000 mil
Exports:	\$5,000-10,000 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	15,001-16,000

FTZ 7, MAYAGUEZ				
GRANTEE: PUERTO RICO INDUSTRIAL DEVELOPMENT CORPORATION				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$10,000-25,000 mil	\$5,000-10,000 mil	11,001-12,000		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
22	\$1,000-5,000 mil	\$50-75 mil	\$1,000-5,000 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
7	Baxter Health Care of Puerto Rico	\$25-50 mil	\$25-50 mil	\$25-50 mil
7	CooperVision Manufacturing PR LLC	\$75-100 mil	\$1-5 mil	\$50-75 mil
7	Baxter Health Care of Puerto Rico	\$100-250 mil	\$5-10 mil	\$100-250 mil
7	IPR Pharmaceuticals, Inc.	\$50-75 mil	\$50-75 mil	\$50-75 mil
7C	Bristol Myers Squibb Company	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil
7E	FMC Agricultural Caribe Industries	\$.5-1 mil	\$1-5 mil	\$1-5 mil
7F	Puma Energy Caribe, LLC	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil
7G	MSD International GMBH	\$250-500 mil	\$10-25 mil	\$100-250 mil
7H	Ortho Biologics, Inc.	\$5-10 mil	\$1-5 mil	\$1-5 mil
7I	AbbVie Ltd.	\$50-75 mil	\$5-10 mil	\$10-25 mil
7J	Bristol-Myers Squibb Holdings	\$1,000-5,000 mil	\$1,000-5,000 mil	\$1,000-5,000 mil
7K	Lilly del Caribe, Inc.	\$5,000-10,000 mil	\$1,000-5,000 mil	\$5,000-10,000 mil
7L	Patheon Puerto Rico, Inc.	\$10-25 mil	\$5-10 mil	\$5-10 mil
7M	Amgen Manufacturing Ltd.	\$1-5 mil	\$1-5 mil	\$1-5 mil
7O	Neolpharma, Inc.	\$0	\$0	\$0-.5 mil

**FTZ 61, SAN JUAN**  
**GRANTEE: DEPARTMENT OF ECONOMIC DEVELOPMENT AND COMMERCE**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$250-500 mil	3,001-4,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
24	\$1,000-5,000 mil	\$75-100 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
61D	AIAC International Pharma, LLC	\$5-10 mil	\$0	\$0
61H	Baxter Healthcare of Puerto Rico	\$50-75 mil	\$0	\$25-50 mil
61N	Janssen Ortho LLC	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil

**FTZ 163, PONCE**  
**GRANTEE: CODEZOL, C.D.**

**All Activity:**

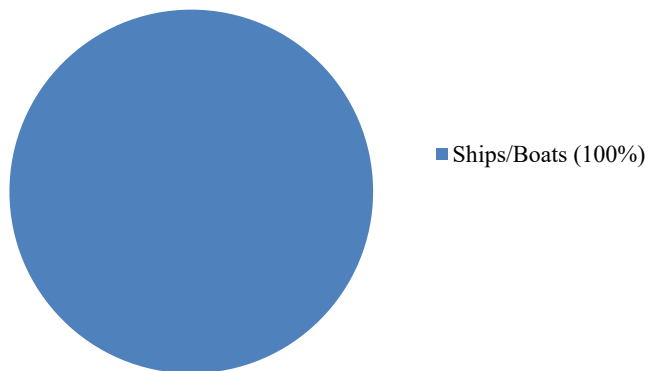
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$10-25 mil	751-1,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
19	\$1,000-5,000 mil	\$10-25 mil	\$1,000-5,000 mil

## RHODE ISLAND

### TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$10-25 mil
Exports:	\$0
Total Shipments:	\$10-25 mil
Employees:	1-25

**FTZ 105, PROVIDENCE & NORTH KINGSTOWN**  
**GRANTEE: RHODE ISLAND COMMERCE CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10-25 mil	\$0	1-25

**Warehouse/Distribution Activity:**

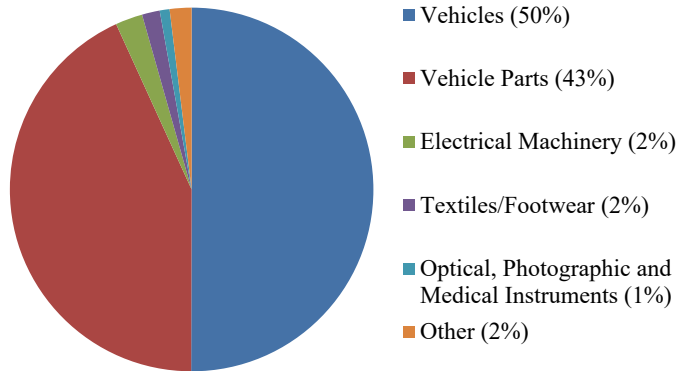
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$10-25 mil	\$0	\$10-25 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
105B	Night Vision Technology Solutions LLC	\$0	\$0	\$0-.5 mil

## SOUTH CAROLINA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$25,000-50,000 mil
Exports:	\$5,000-10,000 mil
Total Shipments:	\$25,000-50,000 mil
Employees:	27,001-28,000

**FTZ 21, DORCHESTER COUNTY**  
**GRANTEE: SOUTH CAROLINA STATE PORTS AUTHORITY**

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$5,000-10,000 mil	3,001-4,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
13	\$10,000-25,000 mil	\$5,000-10,000 mil	\$5,000-10,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
21	AGFA Materials, Inc.	\$75-100 mil	\$75-100 mil	\$75-100 mil
21	MAHLE Behr Charleston, Inc.	\$100-250 mil	\$1-5 mil	\$100-250 mil
21F	Volvo Car USA	\$250-500 mil	\$100-250 mil	\$250-500 mil
21G	Agru CHS Mfg., LLC	\$10-25 mil	\$1-5 mil	\$10-25 mil

FTZ 38, SPARTANBURG COUNTY  
GRANTEE: SOUTH CAROLINA STATE PORTS AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25,000-50,000 mil	\$750-1,000 mil	23,001-24,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
9	\$5,000-10,000 mil	\$5-10 mil	\$10,000-25,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
38	ZF Chassis Systems Duncan, LLC	\$100-250 mil	\$0-.5 mil	\$100-250 mil
38	Robert Bosch LLC	\$500-750 mil	\$0-.5 mil	\$500-750 mil
38A	BMW Manufacturing Company, LLC	\$10,000-25,000 mil	\$750-1,000 mil	\$10,000-25,000 mil
38C	FUJIFILM North America Corporation	\$25-50 mil	\$1-5 mil	\$25-50 mil
38D	Yanfeng US Automotive Interior Systems I LLC	\$500-750 mil	\$1-5 mil	\$250-500 mil
38E	Black & Decker (U.S.) Inc.	\$1,000-5,000 mil	\$50-75 mil	\$1,000-5,000 mil
38F	Benteler Automotive Corporation	\$1,000-5,000 mil	\$0	\$1,000-5,000 mil
38I	Cornell Dubilier Marketing, Inc.	\$10-25 mil	\$1-5 mil	\$10-25 mil
38K	ZF Transmissions Gray Court LLC	\$100-250 mil	\$10-25 mil	\$100-250 mil
38M	Black & Decker, Inc.	\$100-250 mil	\$0	\$100-250 mil
38N	Electrolux Home Products, Inc.	\$250-500 mil	\$0	\$250-500 mil
38P	AFL Telecommunications, LLC	\$50-75 mil	\$5-10 mil	\$50-75 mil

**FTZ 127, WEST COLUMBIA  
GRANTEE: RICHLAND-LEXINGTON AIRPORT DISTRICT**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$500-750 mil	\$0	251-500

**Warehouse/Distribution Activity:**

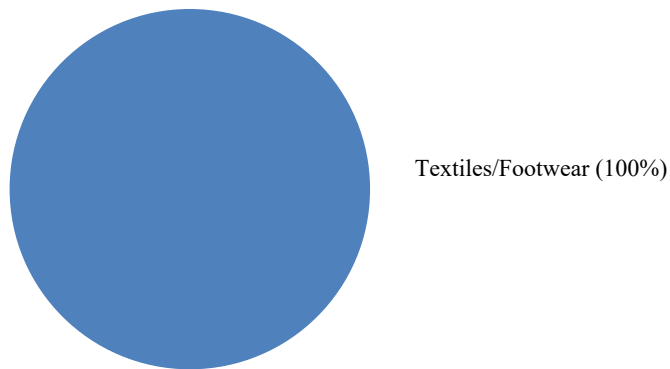
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$250-500 mil	\$0	\$250-500 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
127	Komatsu America Corporation	\$250-500 mil	\$0	\$250-500 mil

## SOUTH DAKOTA

### TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$100-250 mil
Exports:	\$10-25 mil
Total Shipments:	\$100-250 mil
Employees:	251-500

**FTZ 220, SIOUX FALLS**  
**GRANTEE: SIOUX FALLS DEVELOPMENT FOUNDATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$10-25 mil	251-500

**Warehouse/Distribution Activity:**

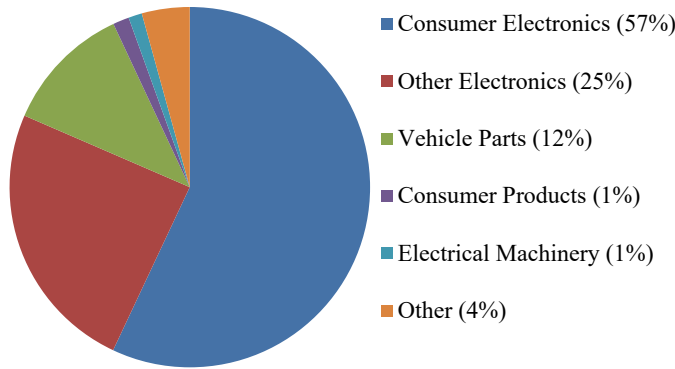
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
220	Rosenbauer America	\$100-250 mil	\$10-25 mil \$100-250 mil

## TENNESSEE

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$25,000-50,000 mil
Exports:	\$1,000-5,000 mil
Total Shipments:	\$25,000-50,000 mil
Employees:	23,001-24,000

FTZ 77, MEMPHIS				
GRANTEE: CITY OF MEMPHIS				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$1,000-5,000 mil	\$75-100 mil	2,001-2,500		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
4	\$1,000-5,000 mil	\$75-100 mil	\$1,000-5,000 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
77A	Sharp Manufacturing Company	\$75-100 mil	\$0	\$75-100 mil
77B	Brother Industries (USA), Inc.	\$50-75 mil	\$5-10 mil	\$50-75 mil



**FTZ 78, NASHVILLE**  
**GRANTEE: METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25,000-50,000 mil	\$1,000-5,000 mil	13,001-14,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
5	\$10,000-25,000 mil	\$750-1,000 mil	\$10,000-25,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
78A	Nissan North America, Inc.	\$5,000-10,000 mil	\$750-1,000 mil	\$5,000-10,000 mil
78L	Envision AESC US LLC	\$250-500 mil	\$75-100 mil	\$100-250 mil
78N	Lasko Products, LLC	\$100-250 mil	\$1-5 mil	\$100-250 mil

**FTZ 134, CHATTANOOGA**  
**GRANTEE: CHATTANOOGA CHAMBER FOUNDATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$100-250 mil	5,001-6,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
134	Sofix LLC	\$10-25 mil	\$10-25 mil	\$10-25 mil
134	Volkswagen Group of America	\$1,000-5,000 mil	\$100-250 mil	\$1,000-5,000 mil
134	Komatsu North America	\$250-500 mil	\$0	\$250-500 mil
134B	Wacker Polysilicon North America	\$50-75 mil	\$0-.5 mil	\$25-50 mil

**FTZ 148, KNOXVILLE**  
**GRANTEE: INDUSTRIAL DEVELOPMENT BOARD OF BLOUNT COUNTY AND THE CITIES OF ALCOA AND MARYVILLE**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$100-250 mil	101-150

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$1,000-5,000 mil	\$100-250 mil	\$1,000-5,000 mil

**FTZ 204, TRI-CITIES**  
**GRANTEE: TRI-CITIES AIRPORT COMMISSION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$250-500 mil	26-50

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
204B	Eastman Chemical Company	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil

**FTZ 223, MEMPHIS**  
**GRANTEE: MEMPHIS INTERNATIONAL TRADE DEVELOPMENT CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 283, WEST TENNESSEE  
GRANTEE: NORTHWEST TENNESSEE REGIONAL PORT AUTHORITY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$750-1,000 mil	\$75-100 mil	1,501-2,000

Warehouse/Distribution Activity:

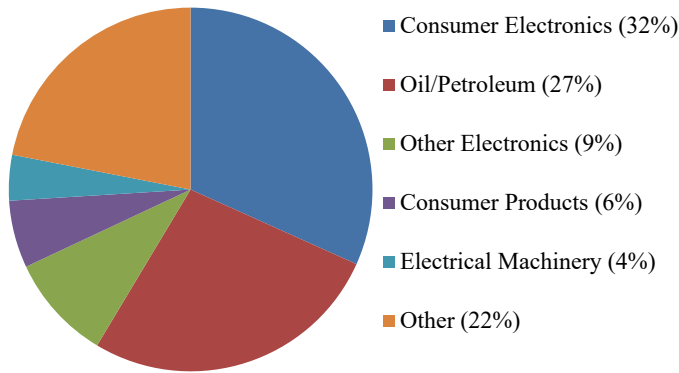
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$50-75 mil	\$1-5 mil	\$50-75 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
283	MAT Industries, LLC	\$10-25 mil	\$0	\$10-25 mil
283A	MTD Consumer Group Inc.	\$500-750 mil	\$50-75 mil	\$500-750 mil

# TEXAS

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$>100,000 mil
Exports:	\$50,000-75,000 mil
Total Shipments:	\$>100,000 mil
Employees:	49,001-50,000

**FTZ 12, MCALLEN**  
**GRANTEE: MCALLEN FOREIGN TRADE ZONE, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$1,000-5,000 mil	501-750

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$1,000-5,000 mil	\$1,000-5,000 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
12A	TST NA TRIM, LLC	\$10-25 mil	\$25-50 mil	\$25-50 mil
12C	Black & Decker (U.S.), Inc.	\$100-250 mil	\$0-.5 mil	\$100-250 mil

**FTZ 36, GALVESTON**  
**GRANTEE: BOARD OF TRUSTEES OF THE GALVESTON WHARVES**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$750-1,000 mil	\$10-25 mil	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
4	\$750-1,000 mil	\$10-25 mil	\$750-1,000 mil

**FTZ 39, DALLAS/FORT WORTH**  
**GRANTEE: DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$500-750 mil	3,001-4,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
20	\$5,000-10,000 mil	\$100-250 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
39	Dallas Airmotive	\$500-750 mil	\$250-500 mil	\$750-1,000 mil
39	Lasko Products, Inc.	\$100-250 mil	\$1-5 mil	\$100-250 mil
39C	Sanden International (U.S.A.), Inc.	\$100-250 mil	\$1-5 mil	\$100-250 mil
39I	Safran Helicopter Engines USA, Inc.	\$250-500 mil	\$0	\$250-500 mil

**FTZ 62, BROWNSVILLE**  
**GRANTEE: BROWNSVILLE NAVIGATION DISTRICT**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$5,000-10,000 mil	751-1,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
14	\$5,000-10,000 mil	\$5,000-10,000 mil	\$5,000-10,000 mil

**FTZ 68, EL PASO**  
**GRANTEE: CITY OF EL PASO**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$750-1,000 mil	501-750

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
10	\$1,000-5,000 mil	\$750-1,000 mil	\$1,000-5,000 mil

**FTZ 80, SAN ANTONIO**  
**GRANTEE: CITY OF SAN ANTONIO**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$50-75 mil	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$100-250 mil	\$0	\$100-250 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
80E	CGT U.S. Limited	\$75-100 mil	\$50-75 mil	\$50-75 mil

<p><b>FTZ 84, HOUSTON</b>  <b>GRANTEE: PORT OF HOUSTON AUTHORITY</b></p>																																																											
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<p><b>FTZ 94, LAREDO</b>  <b>GRANTEE: CITY OF LAREDO</b></p>												
<p><b>All Activity:</b></p>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">MERCHANDISE RECEIVED</th> <th style="width: 50%;">EXPORTS</th> </tr> <tr> <td style="text-align: center;">\$750-1,000 mil</td> <td style="text-align: center;">\$500-750 mil</td> </tr> </table>		MERCHANDISE RECEIVED	EXPORTS	\$750-1,000 mil	\$500-750 mil	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 100%;">EMPLOYEES</th> </tr> <tr> <td style="text-align: center;">151-250</td> </tr> </table>			EMPLOYEES	151-250		
MERCHANDISE RECEIVED	EXPORTS											
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NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS									
37	\$750-1,000 mil	\$500-750 mil	\$500-750 mil									

FTZ 95, STARR COUNTY  
GRANTEE: STARR COUNTY INDUSTRIAL FOUNDATION

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 96, EAGLE PASS  
GRANTEE: CITY OF EAGLE PASS

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 113, ELLIS COUNTY  
GRANTEE: ELLIS COUNTY TRADE ZONE CORPORATION

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 115, BEAUMONT  
GRANTEE: FOREIGN-TRADE ZONE OF SOUTHEAST TEXAS, INC.

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$5,000-10,000 mil	3,001-4,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$10-25 mil	\$0	\$10-25 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
115B	ExxonMobil Oil Corporation	\$10,000-25,000 mil	\$5,000-10,000 mil	\$10,000-25,000 mil



FTZ 116, PORT ARTHUR  
GRANTEE: FOREIGN-TRADE ZONE OF SOUTHEAST TEXAS, INC.

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25,000-50,000 mil	\$10,000-25,000 mil	4,001-5,000

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$0	\$75-100 mil	\$1,000-5,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
116A	Motiva Enterprises LLC	\$10,000-25,000 mil	\$1,000-5,000 mil	\$25,000-50,000 mil
116B	TotalEnergies Petrochemicals & Refining USA, Inc.	\$5,000-10,000 mil	\$0	\$5,000-10,000 mil
116C	Premcor Refining Group	\$10,000-25,000 mil	\$5,000-10,000 mil	\$10,000-25,000 mil
116E	Golden Pass LNG Terminal LLC	\$100-250 mil	\$0	\$0-.5 mil

FTZ 117, ORANGE  
GRANTEE: FOREIGN-TRADE ZONE OF SOUTHEAST TEXAS, INC.

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

**FTZ 122, CORPUS CHRISTI**  
**GRANTEE: PORT OF CORPUS CHRISTI AUTHORITY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$1,000-5,000 mil	5,001-6,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$75-100 mil	\$50-75 mil	\$50-75 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
122	Excalibar Minerals, LLC	\$10-25 mil	\$0	\$10-25 mil
122I	Citgo Refining	\$5,000-10,000 mil	\$0	\$5,000-10,000 mil
122J	Valero Refining Company	\$10,000-25,000 mil	\$1,000-5,000 mil	\$10,000-25,000 mil
122P	Kiewit Offshore Services, Ltd.	\$50-75 mil	\$0	\$1-5 mil
122R	Halliburton Energy Services, Inc.	\$5-10 mil	\$0	\$5-10 mil
122T	voestalpine Texas, LLC	\$500-750 mil	\$0	\$500-750 mil
122V	Superior Weighting Products, LLC	\$25-50 mil	\$0	\$25-50 mil
122W	Gulf Coast Growth Ventures LLC	\$1-5 mil	\$0	\$5-10 mil

**FTZ 149, FREEPORT**  
**GRANTEE: PORT FREEPORT**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$1,000-5,000 mil	2,501-3,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$500-750 mil	\$0-.5 mil	\$250-500 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
149B	DSM Nutritional Products	\$10-25 mil	\$10-25 mil	\$10-25 mil
149C	Phillips 66 Company	\$10,000-25,000 mil	\$1,000-5,000 mil	\$10,000-25,000 mil

**FTZ 150, EL PASO**  
**GRANTEE: WESTPORT ECONOMIC DEVELOPMENT CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$1,000-5,000 mil	101-150

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$1,000-5,000 mil	\$1,000-5,000 mil	\$1,000-5,000 mil

**FTZ 155, CALHOUN/VICTORIA COUNTIES**  
**GRANTEE: CALHOUN-VICTORIA FOREIGN-TRADE ZONE, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$75-100 mil	\$1-5 mil	501-750

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
155	Caterpillar Inc.	\$75-100 mil	\$1-5 mil	\$50-75 mil

**FTZ 156, HIDALGO COUNTY**  
**GRANTEE: HIDALGO COUNTY REGIONAL FOREIGN TRADE ZONE**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

**FTZ 165, MIDLAND**  
**GRANTEE: CITY OF MIDLAND**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

**FTZ 168, DALLAS/FORT WORTH**  
**GRANTEE: METROPLEX INTERNATIONAL TRADE DEVELOPMENT CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$100-250 mil	1,001-1,250

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
8	\$1,000-5,000 mil	\$75-100 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
168D	Samsung Electronics America	\$10,000-25,000 mil	\$0	\$5,000-10,000 mil
168E	Gulfstream Aerospace	\$250-500 mil	\$25-50 mil	\$250-500 mil

**FTZ 171, LIBERTY COUNTY**  
**GRANTEE: LIBERTY COUNTY ECONOMIC DEVELOPMENT CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$1,000-5,000 mil	501-750

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
5	\$5,000-10,000 mil	\$1,000-5,000 mil	\$5,000-10,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
171B	CCZJV-GPX	\$100-250 mil	\$0	\$25-50 mil

**FTZ 183, AUSTIN**  
**GRANTEE: FOREIGN TRADE ZONE OF CENTRAL TEXAS, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$50-75 mil	4,001-5,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$1-5 mil	\$1-5 mil	\$1-5 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
183B	Samsung Austin Semiconductor	\$50-75 mil	\$0	\$0
183C	Flextronics America, LLC	\$100-250 mil	\$50-75 mil	\$100-250 mil
183D	Rohr, Inc.	\$1-5 mil	\$1-5 mil	\$1-5 mil

**FTZ 196, FORT WORTH**  
**GRANTEE: ALLIANCE CORRIDOR, INC.**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$10,000-25,000 mil	\$1,000-5,000 mil	1,501-2,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
8	\$1,000-5,000 mil	\$50-75 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
196A	TTI, Inc.	\$5,000-10,000 mil	\$1,000-5,000 mil	\$5,000-10,000 mil

**FTZ 199, TEXAS CITY**  
**GRANTEE: TEXAS CITY FOREIGN-TRADE ZONE CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25,000-50,000 mil	\$5,000-10,000 mil	7,001-8,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
199A	Marathon Petroleum Company LP	\$10,000-25,000 mil	\$1,000-5,000 mil	\$10,000-25,000 mil
199C	Valero Refining - Texas, LP	\$5,000-10,000 mil	\$1,000-5,000 mil	\$5,000-10,000 mil

**FTZ 234, GREGG COUNTY**  
**GRANTEE: GREGG COUNTY**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$0	751-1,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$250-500 mil	\$0	\$250-500 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
234B	Joy Global Longview Operations LLC	\$10-25 mil	\$0	\$5-10 mil

FTZ 246, WACO  
GRANTEE: CITY OF WACO

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 252, AMARILLO  
GRANTEE: CITY OF AMARILLO

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 258, BOWIE COUNTY  
GRANTEE: TEXAMERICAS CENTER

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 260, LUBBOCK  
GRANTEE: CITY OF LUBBOCK

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25-50 mil	\$0-.5 mil	26-50

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$25-50 mil	\$0-.5 mil	\$10-25 mil

FTZ 265, CONROE (MONTGOMERY COUNTY)  
 GRANTEE: CITY OF CONROE

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 269, ATHENS  
 GRANTEE: ATHENS ECONOMIC DEVELOPMENT CORPORATION

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 297, LUFKIN  
 GRANTEE: CITY OF LUFKIN

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

FTZ 299, SMITH COUNTY  
 GRANTEE: TYLER ECONOMIC DEVELOPMENT COUNCIL

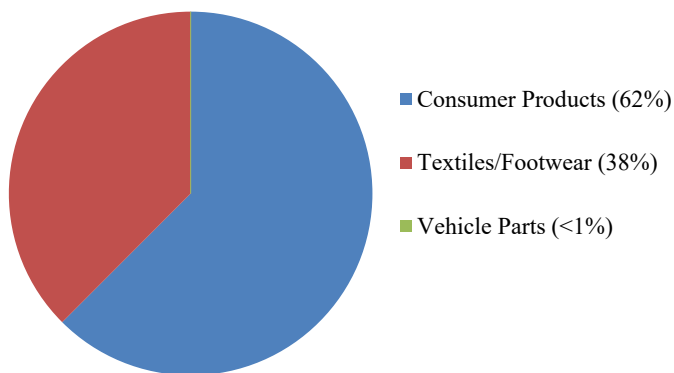
All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0



# UTAH

## TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$250-500 mil
Exports:	\$1-5 mil
Total Shipments:	\$250-500 mil
Employees:	101-150

**FTZ 30, SALT LAKE CITY  
GRANTEE: SALT LAKE CITY CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$1-5 mil	101-150

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$250-500 mil	\$1-5 mil	\$250-500 mil

## VERMONT

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FTZ 55, BURLINGTON  
GRANTEE: GREATER BURLINGTON INDUSTRIAL CORPORATION

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

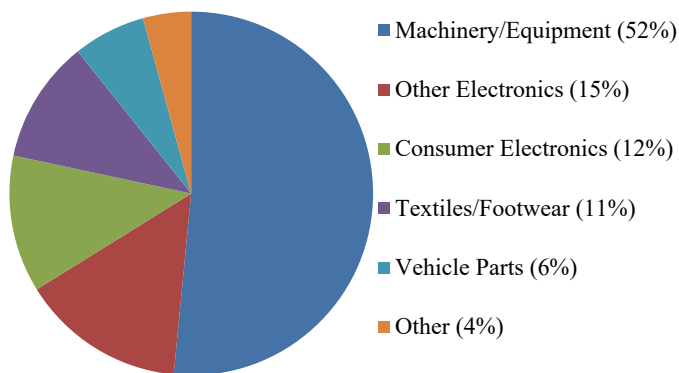
FTZ 268, BRATTLEBORO  
GRANTEE: BRATTLEBORO FOREIGN-TRADE ZONE LLC

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## VIRGINIA

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$250-500 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	6,001-7,000

FTZ 20, SUFFOLK				
GRANTEE: VIRGINIA PORT AUTHORITY				
All Activity:				
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES		
\$1,000-5,000 mil	\$250-500 mil	4,001-5,000		
Warehouse/Distribution Activity:				
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS	
5	\$500-750 mil	\$100-250 mil	\$500-750 mil	
Production Activity:				
	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
20D	Canon Virginia, Inc.	\$100-250 mil	\$10-25 mil	\$100-250 mil
20E	STIHL Inc.	\$1,000-5,000 mil	\$100-250 mil	\$1,000-5,000 mil

FTZ 137, WASHINGTON DULLES INTERNATIONAL AIRPORT  
 GRANTEE: WASHINGTON DULLES FOREIGN-TRADE ZONE

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$ .5-1 mil	\$0	1-25

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$ .5-1 mil	\$0	\$1-5 mil

FTZ 185, CULPEPER COUNTY  
 GRANTEE: COUNTY OF CULPEPER

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$25-50 mil	\$10-25 mil	1,251-1,500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
185C	Merck & Co., Inc.	\$25-50 mil	\$10-25 mil	\$25-50 mil

**FTZ 204, TRI-CITIES**  
**GRANTEE: TRI-CITIES AIRPORT COMMISSION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$250-500 mil	26-50

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
204B	Eastman Chemical Company	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil

**FTZ 207, RICHMOND**  
**GRANTEE: CAPITAL REGION AIRPORT COMMISSION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$.5-1 mil	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$250-500 mil	\$.5-1 mil	\$250-500 mil

**FTZ 238, DUBLIN**  
**GRANTEE: NEW RIVER VALLEY ECONOMIC DEVELOPMENT ALLIANCE, INC.**

**All Activity:**

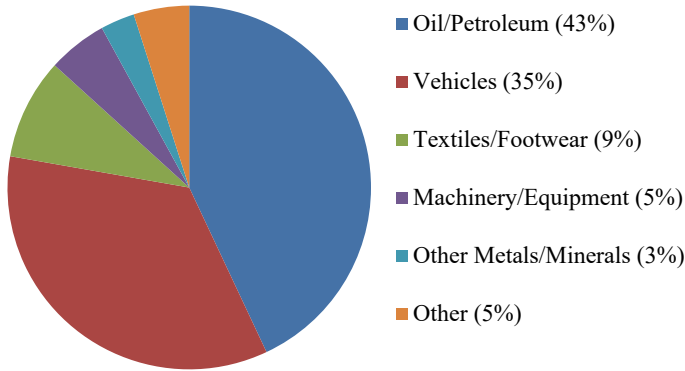
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$500-750 mil	\$0	151-250

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$500-750 mil	\$0	\$250-500 mil

# WASHINGTON

TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$10,000-25,000 mil
Exports:	\$750-1,000 mil
Total Shipments:	\$10,000-25,000 mil
Employees:	4,001-5,000

FTZ 5, SEATTLE			
GRANTEE: PORT OF SEATTLE			
All Activity:			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$1,000-5,000 mil	\$100-250 mil	151-250	
Warehouse/Distribution Activity:			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
4	\$1,000-5,000 mil	\$100-250 mil	\$1,000-5,000 mil

FTZ 85, EVERETT			
GRANTEE: PORT OF EVERETT			
All Activity:			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$.5-1 mil	\$1-5 mil	1-25	
Warehouse/Distribution Activity:			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$.5-1 mil	\$1-5 mil	\$1-5 mil

FTZ 86, TACOMA  
GRANTEE: PORT OF TACOMA

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$100-250 mil	1,001-1,250

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
5	\$1,000-5,000 mil	\$100-250 mil	\$1,000-5,000 mil

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
86D	Marathon Petroleum Company LP	\$1,000-5,000 mil	\$25-50 mil	\$1,000-5,000 mil
86H	Stella Jones Corporation	\$5-10 mil	\$5-10 mil	\$5-10 mil

FTZ 120, COWLITZ COUNTY  
GRANTEE: COWLITZ ECONOMIC DEVELOPMENT COUNCIL

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$100-250 mil	26-50

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$100-250 mil	\$100-250 mil	\$100-250 mil

FTZ 128, WHATCOM COUNTY  
GRANTEE: LUMMI INDIAN BUSINESS COUNCIL

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

**FTZ 129, BELLINGHAM**  
GRANTEE: PORT OF BELLINGHAM

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$5,000-10,000 mil	\$0	1,251-1,500

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
129A	West Coast Products LLC	\$5,000-10,000 mil	\$0	\$5,000-10,000 mil

**FTZ 173, GRAYS HARBOR**  
GRANTEE: PORT OF GRAYS HARBOR

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$50-75 mil	\$50-75 mil	1-25

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$50-75 mil	\$50-75 mil	\$50-75 mil



**FTZ 203, MOSES LAKE**  
**GRANTEE: MOSES LAKE PUBLIC CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$100-250 mil	751-1,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$25-50 mil	\$10-25 mil	\$25-50 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
203	SGL Composites LLC	\$75-100 mil	\$50-75 mil	\$50-75 mil
203	Framatome, Inc.	\$75-100 mil	\$0-.5 mil	\$50-75 mil
203A	Joyson Safety Systems Acquisition	\$10-25 mil	\$10-25 mil	\$10-25 mil
203B	REC Silicon	\$10-25 mil	\$0	\$10-25 mil

**FTZ 212, TACOMA**  
**GRANTEE: PUYALLUP TRIBAL FOREIGN-TRADE ZONE CORPORATION**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

**FTZ 216, OLYMPIA**  
**GRANTEE: PORT OF OLYMPIA**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$250-500 mil	\$100-250 mil	251-500

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
2	\$100-250 mil	\$75-100 mil	\$100-250 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
216	Callisons, Inc.	\$50-75 mil	\$25-50 mil	\$50-75 mil

FTZ 224, SPOKANE  
GRANTEE: SPOKANE AIRPORT BOARD

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1-5 mil	\$0	1-25

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$1-5 mil	\$0	\$1-5 mil

FTZ 296, VANCOUVER  
GRANTEE: PORT OF VANCOUVER USA

All Activity:

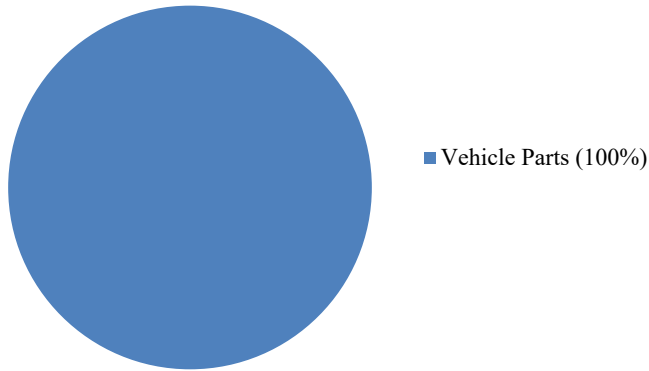
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$100-250 mil	1-25

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
1	\$100-250 mil	\$100-250 mil	\$100-250 mil

## WEST VIRGINIA

### TOP FOREIGN-STATUS PRODUCTS BY VALUE



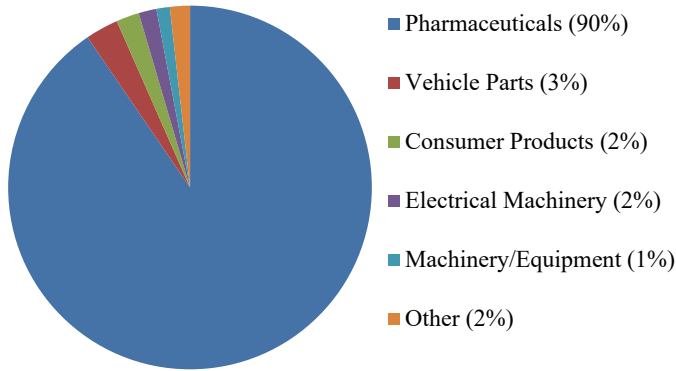
STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$750-1,000 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	2,001-2,500

FTZ 229, CHARLESTON			
GRANTEE: WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY			
All Activity:			
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES	
\$1,000-5,000 mil	\$750-1,000 mil	2,001-2,500	
Warehouse/Distribution Activity:			
NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0
Production Activity:			
	COMPANY	MERCHANDISE RECEIVED	EXPORTS
229A	Toyota Motor Manufacturing West Virginia, Inc.	\$1,000-5,000 mil	\$750-1,000 mil
			TOTAL SHIPMENTS
			\$1,000-5,000 mil

FTZ 240, MARTINSBURG		
GRANTEE: WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY		
All Activity:		
MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## WISCONSIN

### TOP FOREIGN-STATUS PRODUCTS BY VALUE



STATE SUMMARY	
Merchandise Received:	\$1,000-5,000 mil
Exports:	\$500-750 mil
Total Shipments:	\$1,000-5,000 mil
Employees:	4,001-5,000

**FTZ 41, MILWAUKEE**  
**GRANTEE: PORT OF MILWAUKEE**

**All Activity:**

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$1,000-5,000 mil	\$250-500 mil	4,001-5,000

**Warehouse/Distribution Activity:**

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
3	\$1,000-5,000 mil	\$100-250 mil	\$1,000-5,000 mil

**Production Activity:**

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
41H	Mercury Marine	\$1,000-5,000 mil	\$250-500 mil	\$1,000-5,000 mil
41I	CNH Industrial America LLC	\$250-500 mil	\$0	\$250-500 mil
41L	Broan-NuTone LLC	\$250-500 mil	\$0	\$250-500 mil

FTZ 167, BROWN COUNTY  
GRANTEE: BROWN COUNTY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$100-250 mil	\$1-5 mil	501-750

Warehouse/Distribution Activity:

NUMBER OF OPERATORS	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
0	\$0	\$0	\$0

Production Activity:

	COMPANY	MERCHANDISE RECEIVED	EXPORTS	TOTAL SHIPMENTS
167B	Polaris Industries	\$50-75 mil	\$0	\$50-75 mil
167E	ProAmpac Holdings, Inc.	\$100-250 mil	\$1-5 mil	\$100-250 mil

FTZ 266, DANE COUNTY  
GRANTEE: DANE COUNTY

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

## WYOMING

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FTZ 157, CASPER  
GRANTEE: NATRONA COUNTY INTERNATIONAL AIRPORT

All Activity:

MERCHANDISE RECEIVED	EXPORTS	EMPLOYEES
\$0	\$0	0

# **APPENDIX E: REFERENCE**

## REFERENCE

### Product Categories Used in Appendices B and D

Advanced Fiber Materials  
Arms/Ammunition  
Aircraft/Spacecraft  
Beverages/Spirits  
Chemicals  
Consumer Electronics  
Consumer Products  
Dyes/Pigments/Paints  
Electrical Machinery  
Fats/Oils  
Food Products  
Fragrances/Cosmetics  
Iron/Steel  
Machinery/Equipment  
Oil/Petroleum  
Optical, Photographic and Medical Instruments  
Other Electronics  
Other Metals/Minerals  
Petrochemicals  
Pharmaceuticals  
Plastic/Rubber  
Rail Cars, Parts and Equipment  
Ships/Boats  
Stone/Plaster/Cement/Ceramics  
Textiles/Footwear  
Tobacco  
Vehicle Parts  
Vehicles  
Wood/Paper/Printed Articles



Merchandise Value Ranges Used in Appendix D

Employment Ranges Used in Appendix D

\$0-.5 mil	1-25
\$.5-1 mil	26-50
\$1-5 mil	51-75
\$5-10 mil	76-100
\$10-25 mil	101-150
\$25-50 mil	151-250
\$50-75 mil	251-500
\$75-100 mil	501-750
\$100-250 mil	751-1,000
\$250-500 mil	1,001-1,250
\$500-750 mil	1,251-1,500
\$750-1,000 mil	1,501-2,000
\$1,000-5,000 mil	2,001-2,500
\$5,000-10,000 mil	2,501-3,000
\$10,000-25,000 mil	3,001-4,000
\$25,000-50,000 mil	then by ranges of 1,000
\$50,000-75,000 mil	
\$75,000-100,000 mil	
\$>100,000 mil	

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

***MJPA - Reports, Discussions and Action Items***  
***Agenda Item No. 9 (4)***

**Meeting Date:** September 27, 2023

**Action:** **AUTHORIZE THE EXECUTIVE DIRECTOR, JOINT POWERS COMMISSION CHAIR AND VICE CHAIR TO TRAVEL AND ATTEND THE ASSOCIATION OF DEFENSE COMMUNITIES 2023 INSTALLATION INNOVATION FORUM HELD IN ORLANDO, FL ON NOVEMBER 6<sup>TH</sup> THROUGH 8<sup>TH</sup>, 2023**

**Motion:** Move to authorize the Executive Director, JPC Chair and Vice Chair to travel and attend the Association of Defense Communities 2023 Installation Innovation Forum held in Orlando, FL on November 6<sup>th</sup> through 8<sup>th</sup>, 2023.

**Background:**

The 2023 Association Defense Communities National Summit aims to maximize the impact of America’s defense communities to advance policies and ideas that address the key challenges facing installations, military families and the communities they call home.

The March Joint Powers Authority is the federally recognized local redevelopment agency for the March Air Force Base reuse plan and is a member of the Association of Defense Communities (ADC). The ADC’s National Summit is being held from November 6 - 8, 2023 in Orlando, Florida. The March JPA’s Executive Director routinely attends ADC conferences and on occasion would be joined by JPC members since the sessions are directly tailored to base reuse agencies and the issues of community partnerships.

Given discussions around sunseting the March JPA, it is recommended that JPC Chair Chuck Conder and JPC Vice Chair Ed Delgado accompany the Director at this year’s forum.

**Attachment:** None.

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH INLAND PORT AIRPORT AUTHORITY**

***MIPAA Operations - Consent Calendar***  
***Agenda Item No. 10 (1)***

**Meeting Date:** September 27, 2023

**Report:** **UPDATE ON JPC ACTIONS, LEGISLATION, PROPERTY TRANSFERS, PLANNING ACTIVITIES AND STAFF ACTIVITIES**

**Motion:** Move to receive and file the report or take other actions as deemed appropriate by the Commission.

**Background:**

This report is an update of staff activities since the last March Joint Powers Commission of the March Inland Port Airport Authority (Commission) meeting. The report is not all-inclusive of staff work. It provides a summary of some activities relating to previous actions or direction by the Commission. **New information is noted in bold.**

*March Inland Port*

*Airport Master Plan*

Objective: Consider Infrastructure Improvements, Land Uses and Airport Development Plans

Status: On July 23, 2021, the Federal Aviation Administration (FAA) awarded March Inland Port Airport Authority (MIPAA) an \$856,115 FAA Airport Capital Improvement Plan (ACIP) entitlement grant. As a request by MIPAA in its ACIP, FAA grant funds were offered to conduct an Airport Master Plan (AMP) to include a Pavement Maintenance Plan (PMP). MIPAA has not engaged in the preparation of an AMP since its conception. MIPAA has engaged its consultant to conduct the PMP and AMP under this grant. The first coordination meeting was held on Thursday, November 11, 2021. MIPAA delivered a litany of requested documents to the consultant on October 21, 2021. The Team reviewed the schedule and action items. MIPAA and Consultant meet regularly and will provide the Commission regular updates throughout the planning process. In January, notification letters were distributed to stakeholders. The letter also requested stakeholders participate in the Project Advisory Committee (PAC). The first PAC meeting was held on March 9, 2022 at 1 pm (PST). The PAC meeting was the first of a series of meetings and provided stakeholders an overview as to the intent and process behind the MP efforts. Stakeholder input is integral to the development of the MP. Field work was complete in February which included “full area” GIS mapping and surveying of MARB. On February 15, 2022, the consultant began its pavement conditions surveys of MIPAA owned infrastructure. The pavement surveys and pavement testing efforts are related to updating MIPAA’s Pavement Maintenance and Management Program (PMMP). This effort is funded by the FAA in concert with the MP. MIPAA consultant staff are continuing airport inventory data collection efforts. The consultant has completed its drone flyover and obtained airfield topographical aerial

imagery. Staff and our consultants are preparing for a PAC meeting in October. Staff has expanded membership of the PAC to include new members from member jurisdictions in preparation of more detailed planning efforts. On September 4, 2022, the consultant provided the TAC an update on Master Plan progress and plans moving forward. Three elements of the draft FAA Master Plan have been distributed to staff internally for review. Comments for the initial submittals were provided to the contractor on the first three chapters on November 21, 2022. On November 29, 2022, the draft forecast was distributed to the FAA for review and approval. Approval is expected in 4-6 weeks. The PAC met at the WMWD Training Room on February 2, 2023 between 12:00–4:00pm to provide updates on the ongoing planning process and seek input from stakeholders as to the perceived regional vision of airport and how it can serve a multiple of interests. Staff and the consultant received valuable stakeholder information. The information will fuel further discussions related to planning future development scenarios within the final Master Plan. Additional PAC meetings are planned to expound on collaborative interests of regional and local stakeholders. Staff is engaged with consultant in preliminary planning for highest and best use of available properties. Additionally, discussion continue on short-term priority infrastructure needs in addition to longer-term infrastructure demands based on projected growth factors. All of which are to be depicted on the Airport Layout Plan with a focus on projects funded by the FAA Capital Improvement Plan (CIP). The July PAC meeting involved input from various stakeholders regarding opportunities for development and infrastructure improvements at the airport. **On September 7, 2023, a community meeting was held to learn about the civilian operation of the airport, its economic impact to the region and long-range plans.**

#### Fuel Facility Expansion

##### Objective: Meet Current and future Demands for Jet-A Fuel Storage

Status: With realized growth of commercial aircraft activity, meeting JET-A fuel storage sufficient for existing demand has become increasingly problematic. Additional fuel storage tanks are required. Freeman Holdings of Riverside, LLC (FHR) operates and maintains the fuel facility. FHR also provides aircraft ground handling services to the airlines and general aviation airport users. Their services include fueling of all types of aircraft, ensuring fuel storage quantities meet demands, load and unload of aircraft, provide ground support equipment and personnel and other support services. In order to provide aviation services at March Inland Port (MIP), FHR entered into two property leases which include MIPAA's bulk storage fuel facility and portions of MIPAA's executive terminal. A draft MOU is being reviewed by the parties. Once MOU terms have been agreed upon, staff will brief the TAC and Commission.

#### Riverside Inland Development, LLC, VIP-215 Project

##### Objective: Private Development of Parcel D2 generating revenue and jobs

**Status:** On December 16, 2020 and January 13, 2021, the March JPA Commission considered and approved, a Certified Environmental Impact Report, General Plan Amendment, Specific Plan, Tentative Parcel Map, Development Agreements and Plot Plan for the Veterans Industrial Park 215 (VIP 215) Project. The 142.5-acre, VIP 215 Project site is located directly east of the I-215 Freeway off-ramp at Van Buren Boulevard, south of the existing March Field Air Museum, and west of the existing runways and facilities of the March Air Reserve Base and north of the boundary of the City of Perris, located within the boundaries of the March Inland Port Airport in unincorporated Riverside County, California. Specifically, the approved Plot Plan (PP 20-02) authorized the construction of a 2,022,364 square-foot industrial warehouse building (intensive ecommerce use), inclusive of 46,637 square-feet of ground floor office space and 13,506 square feet of second floor office space. The building has a maximum height of 54 feet. The project site includes 2,551 parking spaces for employees and visitors, 428 truck trailer parking stalls and

39 stalls for tractor cab parking. The building address is 25000 Van Buren Boulevard, Riverside, California, 92518. On May 26, 2021, the March JPA Commission considered and approved a Plot Plan Amendment and Tentative Parcel Map for the VIP 215 Project. Amended Plot Plan, reduced the size of the warehouse building by 155,416 sq. ft., to 1,866,948 sq. ft., reduced the number of vehicle parking spaces from 2,551 to 2,390, increased the number of truck trailer parking stalls from 428 truck trailer parking stalls to 1,000, the elimination of one driveway, along the extension of Van Buren Boulevard, and the addition of a Pedestrian Bridge, to allow for unrestricted truck movement through the most northern drive aisle (Driveway 1), and pedestrian access, via the bridge from a staircase on either side of the drive aisle. The height of the bridge will be approximately 31.5 feet. March ARB, March JPA and Developer are working on obtaining the required approvals and easements for an Interim Drainage Outfall Facility to be constructed on March ARB, to support project off site and project on-site drainage until the Riverside County Perris Valley Lateral B Project, Stage 5, is completed. Supporting documentation has been prepared. Drafts of the Fair Market Value Survey and Easement Document are being prepared and should be completed by the end of December 2021. The Developer was issued a rough grading permit on September 16, 2021. Since then, there has been a considerable amount of grading, building pad development, trenching and installation of box culvert sections has occurred, and box drainage facility is currently under construction. A building permit was issued on December 1, 2021, and a precise grading permit was issued on December 2, 2021. Anticipated building completion in late 3<sup>rd</sup> or early 4<sup>th</sup> Quarter 2022. The concrete pours for the building foundation started on January 6, 2022, and will continue through to March 2022. Nighttime / early morning pours and lighting are being coordinated with the March JPA and March ARB so that Base operations are not impacted. The Developer/Construction Team will provide updates to the concrete pour schedule every two weeks. Project drainage improvements are nearly complete with the exception of the final outfall structure construction at the exit onto base property. The Air Force easement document is being executed by Air Force Reserves Headquarters. An action item seeking approval to execute the easement is on this agenda for Commission consideration (*approved 2/23/2022*). Building exterior camera surveillance systems are under review by Air Force Security Forces. Staff is also working with the tenant, Hillwood and MARB on security related infrastructure being place on and around the project site to ensure the developer is meeting the security expectations of MARB. An easement between MJPA and WMWD is being developed for a specific utility property dedication of a portion of the Hillwood lease. WMWD and/or MWD will use the set-aside easement area for future water conveyance/monitoring equipment. This dedication was conditioned as part of the approval of the Project. The easement will be brought to the Commission for approval. MIPAA staff are coordinating efforts on behalf of Hillwood to effectively begin work on the drainage outfall structure. On April 19, 2022, MARB informed staff that easement documentation, has been forwarded to Air Force Reserve Headquarters for review and consideration. The draft easement was received on April 29, 2022 and is under legal review. The construction waiver and dig permit needed for the outfall construction have been approved by the base. On 8/10/22, the Commission approved Final map 37220 and approved a Subdivision Improvement Agreement. Staff was subsequently directed to file a notice of exemption pursuant to local CEQA guidelines. Western Municipal Water District's turnout easement has been executed at the southern portion of the project site for future District support infrastructure. On August 30, 2022, Air Force Reserve Command and Air Force Civil Engineering Command executed the drainage easement for the outfall structure. Construction of the drainage outfall facility onto base property began on October 4, 2022. This portion of the project is expected to be complete on December 9, 2022. Due to rain events, construction is substantially completed with TCO discussions anticipated to begin first quarter of 2023. Construction of the main building on and off-site improvements are nearing completion. Since

late January 2023, March JPA Staff has been working with the Hillwood Project Management and Construction Management teams on the necessary items (easement requests, inspections, completion of conditions of approval) to be completed for a Temporary Certificate of Occupancy and/or Certificate of Occupancy. The Temporary Certificate of Occupancy was issued on April 4, 2023. MARB project conditions have been met. Project team continues its inspection and final sign-off on the job card. Van Buren extension is in place with just a few finishing items. Signage and landscape is in place and overall utilities are tested and complete. Hillwood is seeking a CO as soon as May 30, 2023, pending complete job card signatures and satisfaction of a remaining conditions of approval. On June 20, 2023, MJPA issued a Certificate of Occupancy (Building Shell Only), to Riverside Inland Development (Hillwood) for the Target Building.

#### Meridian Park, LLC D1 Aviation Gateway Project

Objective: Private Development of Parcel D1 supporting aviation facilities generating revenue and jobs

**Status:** On August 3, 2020, Meridian Park D-1, LLC (the “Applicant”), submitted a Plot Plan and Zone Change application to develop a gateway air freight cargo center, with one, approximately 201,200 square foot, industrial warehouse, and one, approximately 70,140 square foot, accessory maintenance building, on 84.06 acres. The Project site is located within the southeastern portion of the March Joint Powers Authority (March JPA) jurisdiction, within unincorporated Riverside County, California. More specifically, the Project site is located just south of the March Air Reserve Base (March ARB), west of Heacock Street, and southwest of the intersection of Heacock Street and Krameria Avenue, in Moreno Valley, California. Interstate 215 (I-215) is located approximately one mile west of the project site. The Project proposes to develop a gateway air freight cargo center, including the construction of an approximately 201,200 square foot industrial warehouse with 9 grade level loading doors and 42 dock positions and an approximately 70,140 square foot accessory maintenance building with grade level access. The proposed warehouse and maintenance facility development would consist of 56 gross acres (41 net acres), while the proposed taxiway and tarmac extensions would consist of 12 acres. The overall Project footprint to be analyzed includes 84.06 acres, as described above. The industrial warehouse would be constructed to a maximum height of 48 feet, and the maintenance building would be constructed to a maximum height of 46 feet. The Project would include construction of a parking apron sized to accommodate commercial cargo airplanes and would be paved to meet FAA standards. The existing taxiway would be used to access the March Inland Port Airport runway. The proposed expansion of the existing taxiway/tarmac would allow for improved access to the existing taxiway for the Project tenants and existing Airport users south of the Project site. Upon completion, the proposed Project is anticipated to average 17 flights a day. MJPA Planning Staff has routed the project plans and documents to MJPA Departments, March Air Reserve Base, member jurisdictions and agencies for review and comments. Staff has also initiated Tribal Consultation pursuant to AB 52. A Notice of Preparation / Notice of Scoping Meeting for a Draft Environmental Impact Report for the Meridian D1-Gateway Aviation Center Project was circulated on March 31, 2021 for public review/comment and ended April 29, 2021. The March JPA held a Public Scoping Meeting, via teleconference on April 14, 2021. Input was received from the general public and March Air Reserve Base staff. Since April 2021, ongoing discussions regarding the proposed project, CEQA and NEPA level environmental documentation has occurred between the Applicant, March JPA/MIPAA staff and March ARB staff. In late November 2021, the Applicant submitted NEPA Form 813 environmental documentation to the March JPA/March ARB for review and comment. The form/review is to help March ARB determine the level/type of NEPA environmental document to be prepared. Once this information is received, March JPA/Applicant will prepare an Admin Draft environmental document for review/comment. This

should occur sometime during the first quarter 2022. The Project Applicant has revised the project description and proposed project decreasing the overall scope of the project to eliminate potential impact to the Superfund remediation site known as Site 007. The Project Applicant has updated NEPA Form 813 environmental documentation for March JPA/March ARB review and comment and Section 163 environmental documents required by the FAA. In addition, CEQA environmental documentation is also being updated. The revised Project Description/Project Site Plan was complete in February 2022. The participating Tribes have been notified of the change of the proposed project. Documents are under review by MARB, FAA and regulatory agencies. On May 16, 2022, the updated/revised Project Description/Project Plans/Documentation was transmitted to March JPA departments, member jurisdictions and other reviewing agencies. March JPA staff has asked for comments or conditions of approvals by June 1, 2022. The updated Section 163 was sent to the FAA for review. Section 163 is an FAA preliminary project review that determines any federal action from the NEPA perspective. The FAA and MARB have made a determination that an Environmental Assessment (EA), is appropriate and shall be prepared by the applicant in compliance with NEPA. The two federal entities have concurred on an EA under NEPA. Both entities are discussing the potential of preparing a single EA document for both entities. On February 23, 2023, Staff received an email from March ARB stating that they have received the “go ahead” from their Legal Counsel for the FAA to be the NEPA lead. March ARB is now waiting on a draft MOU from the FAA for legal review/comment. The preparation of appropriate environmental documents pursuant to CEQA and NEPA are underway. On March 1, 2023, the applicant submitted an Admin Draft EIR document to March JPA staff for review comment. The review of the Admin Draft and Tribal Consultation, under AB 52, is ongoing. Tribes are currently being updated on the proposed Project and Draft EIR. **The Admin Draft EIR is almost complete. Staff is waiting for a revised Noise Section to review. The applicant anticipates providing an updated section in October/November 2023.**

**Attachment:**           None

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS AUTHORITY**

***MIPAA Operations - Consent Calendar***  
***Agenda Item No. 10 (2)***

**Meeting Date:** September 27, 2023

**Report:** **RECEIVE AND FILE FINANACIAL STATUS REPORTS**

**Motion:** Move to receive and file the Financial Status Reports or take other actions as deemed appropriate by the Commission.

**Background:**

The monthly Financial Status Report is a summary of operational income and expenses for the month of July and for the fiscal year to date. It provides a summary of the March Inland Port Airport Authority's (MIPAA) ongoing activities related to the MIPAA approved FY 2023/24 budget.

**Attachment:** Financial Status Reports for July 2023.



# March Inland Port

## Balance Sheet General Fund – Fund 500 As of July 31, 2023

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### ASSETS

Cash In Bank	\$ 9,251,442.71
Accounts Receivable - Leases	5,613,598.68
Fixed Assets	36,352.00
Improvements	27,679,399.45
Infrastructure	2,110,182.11
Accumulated Depreciation	(8,193,500.48)
Equipment	1,434.97
Land and Buildings	36,221,477.22
Deferred Outflows - Pension	122,511.31
Deferred Outflows - OPEB	59,076.00

Total Assets \$ 72,901,973.97

### LIABILITIES

Debt to the JPA	2,687,896.35
Accounts Payable	27,735.41
Payroll Liabilities	43,763.39
Interest Payable	1,567,866.67
Net Pension Liability	234,389.76
OPEB Liability	4,012.00
Compensated Absences	131,778.20
Deferred Inflows - Pension	221,807.47
Deferred Inflows - OPEB	42,565.00
Deferred Inflows - Leases	5,613,598.68

Total Liabilities 10,575,412.93

### FUND BALANCE

Net Position, Beginning of Fiscal Year	62,108,609.07
Change in Fund Balance for the month ending July 31, 2023	217,951.97

Ending Net Position, June 30, 2023 62,326,561.04

Total Liabilities and Net Position \$ 72,901,973.97

# General Ledger Expenses vs Budget



March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
(951) 656-7000  
www.marchjpa.com

User: lim@marchjpa.com  
Printed: 9/12/2023 2:10:40 PM  
Period 01 - 01  
Fiscal Year 2024

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500	March Inland Port Fund	508,548.00	34,074.68	34,074.68	474,473.32	93.30
500-10-50100-05	Salaries and Wages	70,377.00	4,869.93	4,869.93	65,507.07	93.08
500-10-50100-10	Benefits	53,809.00	3,729.18	3,729.18	50,079.82	93.07
500-10-50100-15	PERS Contributions	8,288.00	505.47	505.47	7,782.53	93.90
500-10-50100-20	Medicare Tax	7,915.00	0.00	0.00	7,915.00	100.00
500-10-50100-30	Workers Compensation Ins.	54,605.00	0.00	0.00	54,605.00	100.00
500-10-50100-99	Unfunded Accrued Liab(UAL)	1,700.00	0.00	0.00	1,700.00	100.00
500-10-50150-02	Mileage Reimbursement	3,650.00	0.00	0.00	3,650.00	100.00
500-10-50150-06	PeriodicalsMemberships	5,000.00	0.00	0.00	5,000.00	100.00
500-10-50150-08	EducationTraining	5,000.00	0.00	0.00	5,000.00	100.00
500-10-50150-12	Travel	1,500.00	0.00	0.00	1,500.00	100.00
500-10-50150-16	Office Supplies	17,000.00	778.40	778.40	16,221.60	95.42
500-10-50150-18	Telephone & Intenet Expense	2,500.00	0.00	0.00	2,500.00	100.00
500-10-50150-20	Mobile PhonesPagers	100.00	0.00	0.00	100.00	100.00
500-10-50150-24	Postage	28,000.00	22,982.44	22,982.44	5,017.56	17.92
500-10-50150-26	Liability Insurance - PERMA	250.00	0.00	0.00	250.00	100.00
500-10-50150-30	Printing - Outside	1,700.00	0.00	0.00	1,700.00	100.00
500-10-50150-32	Office Equipment Leases	8,000.00	0.00	0.00	8,000.00	100.00
500-10-50150-34	Office Equipment Maintenance	3,500.00	374.75	374.75	7,625.25	95.32
500-10-50150-36	Advertisement	1,000.00	0.00	0.00	3,500.00	100.00
500-10-50150-38	ProductionArtwork	15,000.00	0.00	0.00	1,000.00	100.00
500-10-50150-40	Promotional Activities	4,600.00	0.00	0.00	15,000.00	100.00
500-10-50150-47	Office Rent	8,000.00	412.78	412.78	4,187.22	91.03
500-10-50150-48	Office Utilities	778,698.00	0.00	0.00	8,000.00	100.00
500-10-50150-50	Depreciation Expense	104,500.00	0.00	0.00	778,698.00	100.00
500-10-50175-00	Interest Expense	25,000.00	0.00	0.00	104,500.00	100.00
500-10-50200-02	General Legal Services	20,000.00	0.00	0.00	25,000.00	100.00
500-10-50200-04	Special Legal Services	15,000.00	0.00	0.00	20,000.00	100.00
500-10-50200-12	Environmental Review	10,000.00	0.00	0.00	15,000.00	100.00
500-10-50200-14	Annual Audit	1,000.00	0.00	0.00	10,000.00	100.00
500-10-50200-15	Financial Consulting	35,000.00	0.00	0.00	1,000.00	100.00
500-10-50200-26	Aviation Planning	2,000,000.00	0.00	0.00	35,000.00	100.00
500-10-50300-05	ARPA FAA Grant AIP 17	7,000.00	0.00	0.00	2,000,000.00	100.00
500-10-50300-06	Computer Hardware & Software	300,000.00	0.00	0.00	7,000.00	100.00
500-10-50300-12	Taxiway G Realignment	79,000.00	0.00	0.00	300,000.00	100.00
500-20-51150-00	Property Insurance - PERMA	50,000.00	0.00	0.00	79,000.00	100.00
500-20-51155-00	Airside Liability Insurance		0.00	0.00	50,000.00	100.00

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
500-20-51200-00	Building Maintenance	20,000.00	0.00	0.00	20,000.00	100.00
500-20-51250-00	Grounds Maintenance	11,000.00	1,200.00	1,200.00	9,800.00	89.09
500-20-51300-00	Equipment Maintenance	2,000.00	0.00	0.00	2,000.00	100.00
500-20-51350-00	Utilities	16,000.00	531.98	531.98	15,468.02	96.68
500-20-52150-00	Ramp Maintenance	10,000.00	0.00	0.00	10,000.00	100.00
500-20-52175-00	Taxiway Maintenance	10,000.00	0.00	0.00	10,000.00	100.00
500-20-52200-00	Obstruction Lighting	8,000.00	0.00	0.00	8,000.00	100.00
500-20-52300-00	Airport Equip. Maintenance	2,000.00	0.00	0.00	2,000.00	100.00
500-20-54020-00	Vehicle Fuel/Main.Ins.	3,500.00	153.10	153.10	3,346.90	95.63
500-20-55000-00	Environmental Fees	22,000.00	0.00	0.00	22,000.00	100.00
500-20-55005-00	Fuel Service O & M	15,000.00	0.00	0.00	15,000.00	100.00
500-20-55010-00	Airfield OPS Maintenance	12,000.00	0.00	0.00	12,000.00	100.00
500-20-55015-00	Air Force Payments (JUA)	137,000.00	0.00	0.00	137,000.00	100.00
500-23-56005-00	TRAFFIC SIGNALS	15,000.00	0.00	0.00	15,000.00	100.00
500-23-56010-00	SIGNAGE	1,000.00	0.00	0.00	1,000.00	100.00
500-23-56015-00	LIGHTING	15,000.00	0.00	0.00	15,000.00	100.00
500-23-56020-00	LANDSCAPING	400,000.00	0.00	0.00	400,000.00	100.00
500-23-56025-00	Drainage	20,000.00	0.00	0.00	20,000.00	100.00
500-23-56030-00	Street Sweeping	10,000.00	0.00	0.00	10,000.00	100.00
500-23-56035-00	Graffiti Removal/Vandalism	5,000.00	0.00	0.00	5,000.00	100.00
Expense Total		<b>4,969,740.00</b>	<b>69,612.71</b>	<b>69,612.71</b>	<b>4,900,127.29</b>	<b>98.5993</b>
Grand Total		<b>4,969,740.00</b>	<b>69,612.71</b>	<b>69,612.71</b>	<b>4,900,127.29</b>	<b>0.986</b>

General Ledger  
Revenue vs Budget

User: lim@marchjpa.com  
Printed: 9/12/2023 2:12:07 PM  
Period 01 - 01  
Fiscal Year 2024



March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
(951) 656-7000  
www.marchjpa.com

Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Expend	Collect
500	March Inland Port Fund						
500-00-40100-00	LEASE REVENUE	-2,454,360.00	-205,930.46	-205,930.46	-2,248,429.54		8.39
500-00-40300-00	PERMIT FEES	-3,500.00	0.00	0.00	-3,500.00		0.00
500-00-40500-00	GRANTS/FEDERAL	-2,070,000.00	0.00	0.00	-2,070,000.00		0.00
500-00-44050-02	Fuel Flowage Fees	-570,888.00	0.00	0.00	-570,888.00		0.00
500-00-44050-04	Aircraft landing Fees	-481,010.00	-64,535.66	-64,535.66	-416,474.34		13.42
500-00-44050-14	Ramp Use Fees	-3,000.00	-102.80	-102.80	-2,897.20		3.43
500-00-44050-16	Security Fees	-13,000.00	0.00	0.00	-13,000.00		0.00
500-00-44050-18	Vendor Surcharges	-190,000.00	-11,372.76	-11,372.76	-178,627.24		5.99
500-00-44050-20	Aircraft Tie Down	-5,000.00	0.00	0.00	-5,000.00		0.00
500-00-44050-22	Airplane Parking Fees	-4,000.00	-5,623.00	-5,623.00	1,623.00		140.58
Revenue Total		<b>5,794,758.00</b>	<b>287,564.68</b>	<b>287,564.68</b>	<b>5,507,193.32</b>		<b>0.0496</b>
Grand Total		<b>5,794,758.00</b>	<b>287,564.68</b>	<b>287,564.68</b>	<b>5,507,193.32</b>		<b>0.0496</b>

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH INLAND PORT AIRPORT AUTHORITY**

***MIPAA Operations - Consent Calendar***  
***Agenda Item No. 10 (3)***

**Meeting Date:** September 27, 2023

**Action:** **APPROVE JULY 2023 FINANCIAL DISBURSEMENTS**

**Motion:** Move to approve the check disbursements for the month of July 2023 or take other actions as deemed appropriate by the Commission.

**Background:**

This item is an action approving the expenses (checks) that were incurred in the month of July for the March Inland Port Airport Authority (MIPAA). A listing of those checks is attached and will be reported in the minutes as an action item.

**Attachment:** Listing of checks disbursed in July 2023 for the March Inland Port Airport Authority.

# Accounts Payable

## Checks by Date - Summary by Check Number

User: finance@marchjpa.com  
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March Joint Powers Authority  
14205 Meridian Pkwy, Ste. 140  
Riverside, CA 92518  
(951) 656-7000  
www.marchjpa.com

### March Inland Port Airport Authority - Fund 500

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5005001	frontier	Frontier Communications	07/12/2023	706.01
5005002	rivenvir	County of Riverside Department of Environme	07/12/2023	2,549.00
5005003	sce4	Southern California Edison	07/12/2023	826.29
5005004	wmwd2	Western Municipal Water District	07/12/2023	1,287.34
5005005	pinn	ARCADIS US, Inc.	07/17/2023	575.60
5005006	C&S	C & S Engineers, Inc.	07/17/2023	41,460.75
5005007	calfire	CAL Fire	07/17/2023	1,200.00
5005008	frontier	Frontier Communications	07/17/2023	674.11
5005009	million	Million Air, Riverside	07/17/2023	232.77
5005010	StaplesA	Staples Business Credit	07/17/2023	34.03
5005011	rogersan	Rogers ,Anderson, Malody & Scott, LLP	07/17/2023	2,040.00
5005012	WASTEM	WM Corporate Services, Inc.	07/17/2023	235.04
5005013	TroyA	Troy Alarm Inc.	07/17/2023	296.94
5005014	bestbe	Best Best & Krieger, LLP	07/20/2023	28,761.06
5005015	VERIZ2	Verizon Wireless	07/20/2023	162.25
5005016	CanonF	Canon Financial Services, Inc.	07/20/2023	253.83
5005017	frontier	Frontier Communications	07/20/2023	11.89
5005018	wmwd	Western Municipal Water District	07/20/2023	412.78
5005019	frontier	Frontier Communications	07/24/2023	73.25
5005020	BankofAm	Bank Of America	07/25/2023	477.39
Report Total (20 checks):				<u>\$ 82,270.33</u>

**MARCH JOINT POWERS COMMISSION  
OF THE  
MARCH JOINT POWERS UTILITIES AUTHORITY**

***MJPUA Operations - Consent Calendar  
Agenda Item No. 11 (1)***

**Meeting Date:** September 27, 2023

**Report:** **RECEIVE AND FILE FINANCIAL STATUS REPORTS**

**Motion:** Move to receive and file the Financial Reports.

**Background:**

The monthly Financial Status Report is a summary of operational income and expenses for the month of July and for the fiscal year to date. It provides a summary of the March Joint Powers Utilities Authority's (MJPUA) ongoing activities related to the approved FY 2023/24 budget.

**Attachment:** Financial Status Reports for July 2023.

# *March Joint Powers Authority*

## **Balance Sheet March Joint Powers Utility Authority Fund 600 As of July 31, 2023**

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### **ASSETS**

Cash In Bank	\$	233,456.84
Accounts Receivable		<u>72,583.27</u>
Total Assets	\$	<u><u>306,040.11</u></u>

### **LIABILITIES**

Accounts Payable		58,850.13
JPA Loan Payable		<u>450,000.00</u>
Total Liabilities		<u>508,850.13</u>

### **FUND BALANCE**

Net Position, Beginning of Fiscal Year		(225,894.50)
Change in Fund Balance for the month ending July 31, 2023		<u>23,084.48</u>
Ending Net Position, July 31, 2023		<u>(202,810.02)</u>
Total Liabilities and Net Position	\$	<u><u>306,040.11</u></u>



# General Ledger Expenses vs Budget

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 Period 01 - 01  
 Fiscal Year 2024



March Joint Powers Authority  
 14205 Meridian Pkwy, Ste. 140  
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Account Number	Description	Budget	Per Range Amt	End Bal	Variance	% Avail
600	March J.P. Utility Authority	5,500.00	0.00	0.00	5,500.00	100.00
600-10-50200-14	Annual Audit	180,000.00	-83,887.18	-83,887.18	263,887.18	146.60
600-20-51350-00	Gas Commodity Expense	25,000.00	87.00	87.00	24,913.00	99.65
600-20-51360-00	Gas Operation and Maintenance	210,500.00	-83,800.18	-83,800.18	294,300.18	139.8101
Expense Total		210,500.00	-83,800.18	-83,800.18	294,300.18	1.3981
Grand Total						

**General Ledger  
Revenue vs Budget**

User: lim@marchjpa.com  
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 Period 01 - 01  
 Fiscal Year 2024



**March Joint Powers Authority**  
 14205 Meridian Pkwy, Ste. 140  
 Riverside, CA 92518  
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<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Per Range Amt</u>	<u>End Bal</u>	<u>Variance</u>	<u>% ExpendCollect</u>
600	March J.P. Utility Authority					
600-00-40620-00	GAS UTILITY	-180,000.00	0.00	0.00	-180,000.00	0.00
600-00-40625-00	GAS O & M	-38,000.00	0.00	0.00	-38,000.00	0.00
Revenue Total		<u>218,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>218,000.00</u>	<u>0</u>
Grand Total		<u>218,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>218,000.00</u>	<u>0</u>

**MARCH JOINT POWERS COMMISSION**  
**OF THE**  
**MARCH JOINT POWERS UTILITIES AUTHORITY**

***MJPUA Operations - Consent Calendar***  
***Agenda Item No. 11 (2)***

**Meeting Date:** September 27, 2023

**Action:** **APPROVE JULY 2023 FINANCIAL DISBURSEMENTS**

**Motion:** Move to approve check disbursements for the month of July 2023 or take other actions as deemed appropriate by the Commission.

**Background:**

This item is also an action approving the expenses (checks) that were incurred in the month of July for the MJPUA. A listing of those checks is attached and will be reported in the minutes as an action item.

**Attachment:** Listing of checks disbursed in July 2023 for the March Joint Powers Utilities Authority.

# Accounts Payable

## Checks by Date - Summary by Check Number

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Riverside, CA 92518  
(951) 656-7000  
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### March J.P. Utility Authority - Fund 600

Check No	Vendor No	Vendor Name	Check Date	Check Amount
6001030	under2	Underground Service Alert /SC	07/13/2023	87.00
6001031	rogersan	Rogers ,Anderson, Malody & Scott, LLP	07/13/2023	1,020.00
6001032	SoCalGas	SoCalGas	07/18/2023	20,779.78
Report Total (3 checks):				<u>\$ 21,886.78</u>