

# INLAND VALLEY DEVELOPMENT AGENCY

## REGULAR MEETING AGENDA

WEDNESDAY, FEBRUARY 14, 2024

5:00 PM

MAIN AUDITORIUM – Norton Regional Event Center, 1601 East Third Street, San Bernardino, CA



A regional joint powers authority dedicated to the reuse of Norton Air Force Base for the economic benefit of the East Valley

### **Phillip Dupper, Chairperson**

*Mayor, City of Loma Linda*

### **Frank J. Navarro, Vice-Chairperson**

*Mayor, City of Colton*

### **Joe Baca, Jr., Secretary**

*Supervisor, County of San Bernardino*

### **BOARD MEMBERS:**

#### **John Echevarria**

*Councilmember, City of Colton*

#### **Rhodes Rigsby**

*Councilmember, City of Loma Linda*

#### **Helen Tran**

*Mayor, City of San Bernardino*

#### **Jesse Armendarez**

*Supervisor, County of San Bernardino*

#### **Juan Figueroa**

*Councilmember, City of San Bernardino*

#### **Sandra Ibarra**

*Councilmember, City of San Bernardino*

### **ALTERNATE BOARD MEMBERS:**

#### **Vacant**

*City of Colton*

#### **John Lenart**

*Councilmember, City of Loma Linda*

#### **Fred Shorett**

*Mayor Pro Tem, City of San Bernardino*

#### **Dawn Rowe**

*Supervisor, County of San Bernardino*

- Full agenda packets are available at the IVDA office, 1601 East Third Street, San Bernardino, California, will be provided at the meeting, and are posted in the Agenda section of our website at [www.ivdajpa.org](http://www.ivdajpa.org). Office hours are Monday through Friday 8:00 a.m. to 5:00 p.m.
- Recordings of the IVDA Board meetings are available in the Agenda section of our website at [www.ivdajpa.org](http://www.ivdajpa.org).
- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the IVDA office at (909) 382-4100. Notification 48 hours prior to the meeting will enable IVDA staff to make reasonable arrangements to ensure accessibility to this meeting.
- Anyone who wishes to speak during public comment or on a particular item will be requested to fill out a speaker slip, which must be turned in to the Clerk of the Board prior to speaking.
- Public comments for agenda items that are not public hearings will be limited to three minutes.
- Public comments for items that are not on the agenda will be limited to three minutes.
- The three-minute limitation shall apply to each member of the public and cannot be shared.
- An additional three minutes will be allotted to those who require translation services.

**ORDER OF BUSINESS - CLOSED SESSION**

This meeting of the governing Board of the Inland Valley Development Agency will begin with Closed Session Public Comment and Closed Session, immediately followed by the Open Session portion of the meeting

**A. CALL TO ORDER / ROLL CALL**

**B. CLOSED SESSION PUBLIC COMMENT**

The Closed Session Public Comment portion of the Inland Valley Development Agency Board meeting is limited to a maximum of three minutes for each speaker and comments will be limited to matters appearing on the Closed Session portion of the agenda. Additional opportunities for further Public Comment will be given during and at the end of the meeting. An additional three minutes will be allotted to those who require translation services

**C. CLOSED SESSION**

An announcement is typically made prior to closed session discussions as to the potential for a reportable action at the conclusion of closed session

**D. REPORT ON CLOSED SESSION**

Public announcement(s) will be made following closed session if there are any reportable actions taken during closed session.

**ORDER OF BUSINESS - OPEN SESSION**

- **CALL TO ORDER OPEN SESSION**
- **PLEDGE OF ALLEGIANCE**

**E. ITEMS TO BE ADDED OR DELETED**

Pursuant to Government Code Section 54954.2, items may be added on which there is a need to take immediate action, and the need for action came to the attention of the Inland Valley Development Agency subsequent to the posting of the agenda.

**F. CONFLICT OF INTEREST DISCLOSURE**

1. POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF FEBRUARY 14, 2024 [**PRESENTER:** Jennifer Farris, Clerk of the Board; **PAGE#:** 006]

**G. INFORMATIONAL ITEMS**

It is intended that the following subject matters and their attachments are submitted to the Board members for informational purposes only. No action is required with regard to these items in the form of a receive-and-file motion or otherwise. Members may inquire of staff as to any questions or seek clarifications, but no discussion may ensue other than to place an item on a subsequent agenda for further consideration. In such situations where permissible levels of discussion are conducted, members are reminded that staff has not presented the related contractor and interested parties conflicts of interest disclosures that are typically provided for agenda items for which action is intended to occur. Additionally, questions may arise as to negotiation strategies or other legal issues which are more appropriately addressed in a closed session discussion.

2. Informational Items

- 2a. INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER REPORT [**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#:** 014]
- 2b. INFORMATIONAL ITEMS – REPORT ON ANNUAL ROPS [**PRESENTER:** Mark Cousineau, Director of Finance **PAGE#:** 015]
- 2c. INFORMATIONAL ITEMS – REPORT ON STATUS OF ANNUAL AUDIT [**PRESENTER:** Mark Cousineau, Director of Finance **PAGE#:** 016]

- 2d. INFORMATIONAL ITEMS – REPORT ON INLAND VALLEY INFRASTRUCTURE CORRIDOR (IVIC) PROJECT **[PRESENTER: Myriam Beltran, Manager of Planning & Programs PAGE#: 017]**

H. **BOARD CONSENT ITEMS**

The following consent items are expected to be routine and non-controversial and will be acted upon by the Board at one time unless the Board directs that an item be held for further discussion.

3. REGISTER OF DEMANDS FOR DECEMBER 2023 **[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 018]**
4. REGISTER OF DEMANDS FOR JANUARY 2024 **[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 023]**
5. RECEIVE AND FILE CASH REPORT FOR NOVEMBER 30, 2023, FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) **[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 028]**
6. RECEIVE AND FILE CASH REPORT FOR DECEMBER 31, 2023, FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) **[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 031]**
7. RATIFY A PROFESSIONAL SERVICES AGREEMENT WITH TACTICAL DRONE CONCEPTS, LLC FOR TRAINING SERVICES AT THE UAS CENTER AT SBD IN AN AMOUNT NOT TO EXCEED \$37,500 **[PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 034]**
8. APPROVE MEETING MINUTES: DECEMBER 13, 2023 **[PRESENTER: Jennifer Farris, Clerk of the Board PAGE#: 050]**

I. **BOARD ACTION ITEMS**

9. CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024 **[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 057]**
10. APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THREE-2-ONE, INC. DBA IMAGINE SYSTEMS, INC. IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$15,000 FOR IT PREVENTATIVE MAINTENANCE SERVICES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) **[PRESENTER: Mark Dennis, IT Manager PAGE#: 061]**

11. CONSIDER AND ADOPT RESOLUTION NO. 2024-01 OF THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, AND ANY OTHER DOCUMENTS THERETO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR RECEIPT OF FEDERAL FUNDS FOR THE 3RD STREET CORRIDOR PROJECT **[PRESENTER: Myriam Beltran, Manager of Planning & Programs PAGE#: 067]**
12. APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CORDOBA CORPORATION IN AN AMOUNT NOT TO EXCEED \$99,319 FOR ADDITIONAL SERVICES RELATED TO THE 3RD STREET CORRIDOR ROADWAY REHABILITATION PROJECT **[PRESENTER: Jeff Barrow, Director of Development PAGE#: 095]**
13. REVIEW STATUS OF THE ACTION PLAN FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) THROUGH JUNE 30, 2024 **[PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 102]**

**J. ADDED AND DEFERRED ITEMS**

Deferred Items and Items which have been added pursuant to Government Code Section 54954.2 as noted above in Section E.

**K. OPEN SESSION PUBLIC COMMENT**


Anyone who wishes to speak during Open Session Public Comment will be requested to fill out a speaker slip. Prior to speaking, speaker slips should be given to the Clerk of the Board. Public comments for items that are not on the agenda will be limited to three minutes. The three-minute limitation shall apply to each member of the public and cannot be shared with other members of the public. An additional three minutes will be allotted to those who require translation services.

**L. BOARD MEMBER COMMENT**

Board members may make announcements or give brief reports on activities or matters not appearing on the agenda, as well as provide direction to staff relating to matters which may be addressed at this time.

**M. ADJOURNMENT**

Unless otherwise noted, this meeting will be adjourned to the next regularly scheduled meeting of the Inland Valley Development Agency Board, Wednesday, March 13, 2024.

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 1</p> <p><b>PRESENTER:</b> Jennifer Farris, Clerk of the Board</p>
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**SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF FEBRUARY 14, 2024**

### **SUMMARY**

This agenda contains recommendations for action relative to certain contractors/principals and their respective subcontractors. Care should be taken by each Board member to review and consider the information provided herein to ensure they are in compliance with applicable conflict of interest laws.

### **RECOMMENDED ACTION(S)**

Receive for information and consideration in accordance with applicable conflict of interest laws.

### **FISCAL IMPACT**

None.

PREPARED BY:	Jennifer Farris
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

## **BACKGROUND INFORMATION**

The potential conflicts information provided in this report is intended to be used as a means for each voting member to verify campaign contributions from their individual campaign records. The following information is considered to be complete only to the best knowledge that has been disclosed to staff by the following listed contractors and in many instances may not be complete as of the date of publication of the agenda. Staff will endeavor to provide updates and supplements to the disclosure information to the extent additional contractor disclosure information becomes known to staff at or prior to each particular meeting time.

In addition to other provisions of law which prohibit Inland Valley Development Agency (IVDA) Board members from having financial interests in the contracts of public agencies, the provisions of California Government Code Section 84308 prohibit individual IVDA Board members from participating in any Board proceeding involving a license, permit, or other entitlement for use pending before the Board, if the individual member has received a contribution of more than two hundred fifty dollars (\$250.00) within the preceding twelve (12) months or for three (3) months following any such Board proceeding, from any person, company or entity who is the subject of the proceeding, including parent-subsidary and certain otherwise related business entities as defined in the California Code of Regulations, Title 2, Division 6, Section 18438.5, or from any person who actively supports or opposes a particular decision in the proceeding and who has a financial interest in such decision, as defined in California Government Code Section 87103.

The restrictions of Government Code Section 84308 do not apply if the individual member returns the contribution within thirty (30) days from the time he or she knows, or should have known, about the contribution and the proceeding.

This agenda contains recommendations for action relative to the following contractors/principals and their respective subcontractors (as informed to IVDA staff by the Principals):

<b><u>Agenda Item No.</u></b>	<b><u>Contractors/Tenants</u></b>	<b><u>Subcontractors/Subtenants</u></b>
7.	<u>Tactical Drone Concepts</u> Anthony DeMolina, CEO	None.
10.	<u>Three-2-One, Inc. DBA Imagine Systems, Inc.</u> John C. Easley, President John P. Wilson, Vice President	None.
12.	<u>Cordoba Corporation</u> Geroge Pla, President	None.

**Attachments:**

1. California Government Code §§ 84308 and 87103
2. California Code of Regulations, Title 2, Division 6, §18438.5



CALIFORNIA CODES  
**GOVERNMENT CODE**  
SECTION 84308

**84308.** (a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of **government**, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his

or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

CALIFORNIA CODES  
**GOVERNMENT CODE**  
SECTION 87103

**87103.** A public official has a financial interest in a decision within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars (\$2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subdivision shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

**§ 18438.5. Aggregated Contributions Under Section 84308.**

For purposes of Section 84308:

(a) Notwithstanding the provisions of Regulation 18215.1, to determine whether a contribution of more than \$250 has been made by any party to a proceeding, contributions made by a party's parent, subsidiary, or otherwise related business entity, (as those relationships are defined in subdivision (b) below), shall be aggregated and treated as if received from the party for purposes of the limitations and disclosure provisions of Section 84308.

(b) Parent, Subsidiary, Otherwise Related Business entity, defined.

(1) Parent-subsidiary. A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

(2) Otherwise related business entity. Business entities, including corporations, partnerships, joint ventures and any other organizations and enterprises operated for profit, which do not have a parent-subsidiary relationship are otherwise related if any one of the following three tests is met:

(A) One business entity has a controlling ownership interest in the other business entity.

(B) There is shared management and control between the entities. In determining whether there is shared management and control, consideration should be given to the following factors:

(i) The same person or substantially the same person owns and manages the two entities;

(ii) There are common or commingled funds or assets;

(iii) The business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis;

1 (iv) There is otherwise a regular and close working relationship between the entities; or

2 (C) A controlling owner (50% or greater interest as a shareholder or as a general partner)

3 in one entity also is a controlling owner in the other entity.

4 Note: Authority cited: Section 83112, Government Code. Reference: Section 84308,

5 Government Code.

## 6 HISTORY

7 1. New section filed 5-26-2006; operative 6-25-2006. Submitted to OAL for filing pursuant to

8 *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924,

9 California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992

10 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements

11 and not subject to procedural or substantive review by OAL) (Register 2006, No. 21). For prior

12 history of section 18438.5, see Register 85, No. 8.

13 2. Amendment filed 8-12-2014; operative 9-11-2014 pursuant to title 2, section 18312(e)(1) of


14 the California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair*

15 *Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California

16 Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC

17 regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not

18 subject to procedural or substantive review by OAL) (Register 2014, No. 33).

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 2a</p> <p><b>PRESENTER:</b> Michael Burrows, Chief Executive Officer</p>
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**SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER REPORT**

**SUMMARY**

An oral report will be provided at the time of the meeting.


**BACKGROUND INFORMATION**

None.

PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**Attachments:**

None.

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 2b</p> <p><b>PRESENTER:</b> Mark Cousineau, Director of Finance</p>
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**SUBJECT: INFORMATIONAL ITEMS – REPORT ON ANNUAL ROPS**

**SUMMARY**

An oral report will be provided at the time of the meeting.


**BACKGROUND INFORMATION**

None.

PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**Attachments:**

None.

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 2c</p> <p><b>PRESENTER:</b> Mark Cousineau, Director of Finance</p>
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**SUBJECT:      REPORT ON STATUS OF ANNUAL AUDIT**

**SUMMARY**

An oral report will be provided at the time of the meeting.

**BACKGROUND INFORMATION**


None.

PREPARED BY:	Jennifer Farris
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**Attachments:**

None.



	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 2d</p> <p><b>PRESENTER:</b> Myriam Beltran, Manager of Planning &amp; Programs</p>
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**SUBJECT: INFORMATIONAL ITEMS – REPORT ON INLAND VALLEY INFRASTRUCTURE CORRIDOR (IVIC) PROJECT**

**SUMMARY**

An oral report will be provided at the time of the meeting.


**BACKGROUND INFORMATION**

None.

PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**Attachments:**

None.

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 3</p> <p><b>PRESENTER:</b> Mark Cousineau, Director of Finance</p>
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**SUBJECT: REGISTER OF DEMANDS FOR DECEMBER 2023**

**SUMMARY**

Inland Valley Development Agency's (IVDA) Register of Demands.

**RECOMMENDED ACTION(S)**

Receive for information.

**FISCAL IMPACT**

Disbursements for amounts due in December 2023.

PREPARED BY:	Cherrie Nguyen
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

Total disbursement activities for December 2023 amount to \$325,547,58 that include the following.

- Professional Services: California Strategies & Advocacy LLC; CJMC Holdings LLC; D&A Consulting; Desmond & Louis Inc.; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mirau Edwards Cannon Lewin & Tooke LLP; Tactical Drone Concepts; Tom Dodson & Associates, and Zenaida Global were paid \$82,100.98.
- Capital Projects Cost: No disbursements towards Capital Projects
- Utilities: AT&T, Burrtec Waste Industries Inc., City of SB Water Department, Southern California Edison, The Gas Company, Utility Telecom Group LLC, and Verizon Wireless were paid \$117,140.33.
- Employees Benefits: Health Net of California, and Metropolitan Life Insurance Co. were paid \$40,532.33.

**Attachments:**

1. Register of Demands for the January 10, 2024, Board Meeting.
2. Visa Breakdown - November 2023.

***Inland Valley Development Agency  
Register of Demands for Board Meeting  
January 10, 2024***


<b>Line</b>	<b>Company Name</b>	<b>Description</b>	<b>Amount</b>
1	3 Alarm Fire and Safety	Fire extinguisher recharging services and parts	703.00
2	ADT LLC	Fire and burglar alarm monitoring	313.94
3	AlSCO Inc.	Mat maintenance	148.77
4	Amazon Capital Services Inc.	Office supplies and equipment	104.07
5	Amtech Elevator Services	Maintenance and inspections for elevator at DFAS I	555.00
6	AT&T	Fiber internet service	5,734.77
7	AUVSI	Membership for advertising and promotional events for UAS	2,750.00
8	Board Members	Directors fees	1,225.00
9	Burrtec Waste Industries Inc.	Refuse	977.19
10	C & A Janitorial Services	Janitorial services	16,490.47
11	California Strategies & Advocacy LLC	Professional lobbying and related consulting services	10,000.00
12	City of SB Water Department	Water	8,515.71
13	CJMC Holdings LLC	Professional services - consulting capital projects	1,225.00
14	D&A Consulting	Professional services - UAS Center drone standards	3,500.00
15	Desmond & Louis Inc.	Professional event services agreement for marketing and	4,000.00
16	Eagle Graphics LLC	Employee credit incentive for SBD online apparel store	3.00
17	EMCOR Services	Replacement controller for HVAC system	1,920.00
18	Encore Lighting Inc.	Lighting supplies	371.93
19	Event Design Lab	Live streaming services for meeting	800.00
20	Everything2go.com LLC	Two L-shaped ergonomic desks	2,583.90
21	Grainger	Maintenance and supplies for Building 48	231.44
22	Health Net of California Inc.	Employee group benefits - medical	31,980.18
23	Hernandez, Kroone & Associates Inc.	Professional services to provide civil engineering and survey services	8,958.00
24	Imagine Systems Inc.	IT consulting services	4,867.38
25	Innovative Federal Strategies LLC	Federal legislative advocacy services	5,000.00
26	K&L Hardware and Plumbing Supply Inc	Maintenance, tools, and supplies	10.76
27	Metropolitan Life Insurance Co	Employee group benefits - dental	8,552.15
28	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	5,260.00
29	Mobile Modular Management Corp	Mobile office rent - UAS Center @ SBD, Perimeter Rd.	1,726.77
30	Quench USA, Inc.	Water purification system for Building 48	232.73
31	San Bernardino Municipal Water Dept	Sewer services	63,822.32
32	SBIA, Inc.	Transfer to SBIA, Inc.	50,000.00
33	Southern California Edison	Electricity	26,071.01
34	Tactical Drone Concepts	Professional services agreement for San Bernardino County Superintendent of Schools Drone Training	27,987.00
35	The Gas Company	Gas	3,677.78
36	Tom Dodson & Associates	Professional services for environmental services	6,080.00
37	Toshiba Business Solutions	Maintenance for office equipment for Building 48	396.26
38	Utility Telecom Group LLC	Ethernet and phone services for Building 48	7,588.78
39	Verizon Wireless	Wireless monthly service and equipment purchases	752.77
40	Visa	Office supplies and other misc. charges	4,784.50

***Inland Valley Development Agency  
Register of Demands for Board Meeting  
January 10, 2024***

<b>Line</b>	<b>Company Name</b>	<b>Description</b>	<b>Amount</b>
41	Western Exterminator Company	Office supplies and other misc. charges	422.40
42	Zenaida Global	Professional consulting services - UAS Center at SBD	5,223.60
			325,547.58

**VISA Breakdown**  
**November 2023**  
**IVDA**

Line	Description	Vendor	Dept.	Amount
1	Gift wrap supplies	Amazon	Admin	43.48
2	Condiments for coffee bar	Amazon	Admin	96.89
3	Agency conference line	Free Conference Call	Admin	10.00
4	Parts for espresso machine repair	Encompass Parts	Admin	23.89
5	Supplies for kitchen	Amazon	Admin	69.38
6	San Bernardino Sun newspaper subscription	San Bernardino Sun	Admin	6.00
7	Monthly subscription fee for financial software	Intuit QuickBooks	Finance	799.75
8	Monthly subscription fee for financial software	Intuit QuickBooks	Finance	799.75
9	Holiday refreshments for staff	Yum Yum	HR	66.24
10	Secure HR fax line	Interfax	HR	9.50
11	Zoom line used for interviews	Zoom	HR	161.52
12	Holiday lunch for admin staff appreciation	Doordash	HR	138.06
13	Items for employee engagement	Target	HR	64.88
14	Mold inspection at DFAS I due to water leak	ServPro Redlands	Maintenance	800.00
15	Registration for Risk Management Conference	ACI	HR	950.00
16	Round trip airfare to and from Dallas TX	Southwest Airlines	HR	297.96
17	Lodging for UAS Center meetings	SpringHill Suites	UAS	171.90
18	Lodging for UAS Center meetings	Residence Inn	UAS	213.32
19	Hospitality supplies for UAS Center meeting - Drone Micro-Internship	Stater Bros	UAS	61.98
				\$ 4,784.50
	VISA Statement Balance			\$ 4,784.50
	Date Prepared: 12/22/2023			

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 4</p> <p><b>PRESENTER:</b> Mark Cousineau, Director of Finance</p>
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**SUBJECT: REGISTER OF DEMANDS FOR JANUARY 2024**

**SUMMARY**

Inland Valley Development Agency's (IVDA) Register of Demands.

**RECOMMENDED ACTION(S)**

Receive for information.

**FISCAL IMPACT**

Disbursements for amounts due in January 2024

PREPARED BY:	Cherrie Nguyen
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

Total disbursement activities for December 2023 amount to \$256,658.53 that include the following.

- Professional Services: California Strategies & Advocacy LLC; Cohoe Engineering; D&A Consulting; Desmond & Louis Inc.; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mirau Edwards Cannon Lewin & Tooke LLP; Product Research Gear LLC, Rogers, Anderson, Malody & Scott LLP; Teh Natelson Dale Group Inc.; Tom Dodson & Associates, and Zenaida Global were paid \$80,499.30.
- Capital Projects Cost: Bogh Engineering was paid \$34,842.95.
- Utilities: Burrtec Waste Industries Inc., City of SB Water Department, Southern California Edison, The Gas Company, Utility Telecom Group LLC, and Verizon Wireless were paid \$45,041.23
- Employees Benefits: American Fidelity Assurance Company, Fidelity Security Life Insurance Co., Health Net of California, Texas Life Insurance, and United World Life Insurance Co. were paid \$51,222.16.

**Attachments:**

1. Register of Demands for the February 14, 2024, Board Meeting.
2. Visa Breakdown - December 2023.



**Inland Valley Development Agency**  
**Register of Demands for Board Meeting**  
**February 14, 2024**


Line	Company Name	Description	Amount
1	3 Alarm Fire and Safety	Fire extinguisher recharging services and parts	66.50
2	A.O. Reed & Co., LLC	Repairs and maintenance for HVAC system	11,756.16
4	Accurate First Aid Services LLC	First aid supplies	148.50
5	ADT LLC	Fire and burglar alarm monitoring	313.94
6	Alsco Inc.	Mat maintenance	291.68
7	Amazon Capital Services Inc.	Office supplies and equipment	324.70
8	Amber Setian	Travel	285.00
9	American Fidelity Assurance Company	Employee supplemental benefits	7,030.42
10	Belico Details LLC	Security vehicle wash and detailing	350.00
11	Bogh Engineering Inc.	Construction for SBD Terminal Access Roadway Improvement	34,842.95
12	Burrtec Waste Industries Inc.	Refuse	977.19
13	C & A Janitorial Services	Janitorial services	10,006.87
14	Cal Interpreting & Translations	Spanish interpretation services for board meetings	2,278.00
15	California Strategies & Advocacy LLC	Professional lobbying and related consulting services	5,000.00
16	CatapultK12	Annual subscription to We Tip reporting services	698.00
17	CDW - Government Inc.	IT equipment	1,128.63
18	Cohoe Engineering	Professional services for 3rd Street Corridor Widening Project	5,810.00
19	D&A Consulting	Professional services - UAS Center drone standards	2,100.00
20	Department of Motor Vehicles	IVDA DMV EPN Program	250.00
21	Dept of Toxic Substance Control	Waste removal fee	17.73
22	Desmond & Louis Inc.	Professional event services agreement for marketing and	4,000.00
23	Dib's Safe & Lock Service	Key and lock services	12.23
24	Eagle Graphics LLC	Employee credit incentive for SBD online apparel store	76.80
25	ECS Imaging Inc.	Laserfiche records management software annual maintenance fee	4,130.00
26	Encore Lighting Inc.	Lighting supplies	319.73
27	Event Design Lab	Live streaming services for meeting	800.00
28	Ewing Irrigation Products Inc.	Landscape and irrigation supplies	40.36
29	Fidelity Security Life Insurance Co	Employee group benefits - flexible spending accounts	1,481.46
30	Fidelity Security Life Insurance Co.	Employee group benefits - vision	790.40
31	Health Net of California Inc.	Employee group benefits - medical	32,477.96
32	Hernandez, Kroone & Associates Inc.	Professional services to provide civil engineering and survey services	13,945.75
33	Imagine Systems Inc.	IT consulting services	5,357.85
34	Inmark / Precision Signs	Board room name plates for new members / staff	10.94
35	Innovative Federal Strategies LLC	Federal legislative advocacy services	5,000.00
36	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	7,140.00
37	Mobile Modular Management Corp	Mobile office rent - UAS Center @ SBD, Perimeter Rd.	1,726.77
39	Petty Cash	IVDA petty cash for employee reimbursements	212.45
40	Product Research Gear LLC	Professional services to provide consulting for UAS Center on	2,400.00

**Inland Valley Development Agency**  
**Register of Demands for Board Meeting**  
**February 14, 2024**

Line	Company Name	Description	Amount
41	Quench USA, Inc.	Water purification system for Building 48	232.73
42	Rogers, Anderson, Malody & Scott LLP	Professional services for 2022/23 audit	6,200.00
43	San Bernardino Municipal Water Dept	Sewer services	11,140.63
44	Southern California Edison	Electricity	26,052.44
45	Texas Life Insurance Company	Group benefits - additional life insurance	3,077.40
46	The Gas Company	Gas	4,216.78
47	The Natelson Dale Group Inc.	Professional services agreement for the preparation of an	13,650.00
48	Tom Dodson & Associates	Professional services for environmental services	4,987.90
49	Toshiba Business Solutions	Maintenance for office equipment for Building 48	227.60
50	United World Life Insurance Co	Employee group benefits - life insurance	6,364.52
51	Utility Telecom Group LLC	Ethernet and phone services for Building 48	1,913.46
52	Visa	Office supplies and other misc. charges	8,320.14
53	Verizon Wireless	Wireless monthly service and equipment purchases	740.73
54	Vertical Flight Society	Associate Corporate Membership	750.00
55	Western Exterminator Company	Office supplies and other misc. charges	277.43
56	Zenaida Global	Professional consulting services - UAS Center at SBD	4,907.80
			256,658.53

**VISA Breakdown  
December 2023  
IVDA**

Line	Description	Vendor	Dept.	Amount
1	Frames for interior wall decor at Building 48	Michaels	Admin	30.43
2	Sign for Building 48 lobby	Smart Sign	Admin	43.82
3	Conference phone line	Free Conference Call	Admin	10.00
4	2024 desk calendar	Amazon	Admin	31.47
5	Hospitality supplies	Amazon	Admin	28.11
6	Subscription renewal for 2024	Airport Purchasing Group	Admin	100.00
7	Professional Alarm Monitoring Newspaper advertisement	D&M Media	Admin	304.00
8	Office supplies for COB department	Amazon	COB	59.79
9	Membership dues for J.Farris	Council on Government Ethics Laws	COB	445.00
10	IRS webinar	Traincel Webinar	Finance	249.00
11	Secure HR fax line	Interfax	HR	9.50
12	Items for employee engagement	Target	HR	80.87
13	WebCTRL assistance for Building 48	Control Air	Maintenance	550.00
14	Light bulbs for Building 58 parking lot	Home Depot	Maintenance	1,700.42
15	Concrete sidewalk project at UAS Trailer	Alpha Materials Inc.	UAS	3,022.10
16	Parking at CA Airport Council Conference	LAZ Parking	Admin	25.00
17	Airfare for M. Burrows - Las Vegas Airport	Southwest	Admin	212.96
18	Business meeting - airport development	Lola's	Admin	115.00
19	Registration for PARMA Conference - A. Setian	PARMA	HR	619.00
20	Lodging at Mandalay Bay Resort for M. Sutton travel for Laserfiche conference	Laserfiche	COB	683.67
				\$ 8,320.14
	VISA Statement Balance			\$ 8,320.14
	Date Prepared: 01/16/2024			

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 5</p> <p><b>PRESENTER:</b> Mark Cousineau, Director of Finance</p>
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**SUBJECT:      RECEIVE AND FILE CASH REPORT FOR NOVEMBER 30, 2023 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)**

**SUMMARY**

Submitted for your consideration is the IVDA's monthly cash reconciliation report.

**RECOMMENDED ACTION(S)**

Receive and file Cash Report for November 30, 2023 for the Inland Valley Development Agency (IVDA).

**FISCAL IMPACT**

None.

PREPARED BY:	Cherrie Nguyen
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

Attached is the Cash Report for November 30, 2023, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$26,108,386.49 on November 30, 2023. Banks' statements reflect \$26,321,816.68. The difference in totals is due to the outstanding checks on November 30, 2023.

If you have any questions about this report, please contact me at (909) 382-4100 extension 141.

**Attachments:**

1. Cash Report for November 30, 2023.

# Inland Valley Development Agency

## Cash Report

**November 30, 2023**

### IVDA JPA CASH

<u>Cash</u>	Balance 10/31/23	Activities	Balance 11/30/23
<i>MMKT/ Savings Account - CHASE Bank</i>	2,831,158.67	250,121.63	3,081,280.30
<i>Checking Account - CHASE Bank</i>	1,723,411.37	(201,685.52)	1,521,725.85
Deposits In Transit:			
Beginning	30,087.10	(30,087.10)	-
Ending	-	43,663.92	43,663.92
Outstanding Checks:			
Beginning	(124,639.89)	124,639.89	-
Ending		(257,094.11)	(257,094.11)
<i>Payroll Account - CHASE Bank</i>	20,777.23	(19,802.55)	974.68
Outstanding Checks:			
Beginning	(56,322.80)	56,322.80	-
Ending	-	-	-
<i>BRORF Account - CHASE Bank</i>	4,054,829.94	165.44	4,054,995.38
<i>Cash with Fiscal Agent- MECLT Trust</i>	139,342.00	590,987.71	730,329.71
Subtotal	8,618,643.62	557,232.11	9,175,875.73
<u>Investments</u>			
<i>Local Agency Investment Funds - Regular Account</i>	77,582.61	-	77,582.61
<i>Local Agency Investment Funds - Bond Account</i>	124,301.73	-	124,301.73
Total	201,884.34	-	201,884.34
Subtotal JPA Cash & Investments	8,820,527.96	557,232.11	9,377,760.07


### IVDA SUCCESSOR AGENCY CASH

<i>RORF Account -CHASE Bank</i>	81,880.04	-	81,880.04
<u>Investments Held With Fiscal Agent</u>			
<i>Special Fund - US Bank - 2014 series</i>	24.37	-	24.37
<i>Interest Account - US Bank - 2014 series</i>	0.01	-	0.01
<i>Reserve Account- US Bank - 2014 series</i>	16,648,576.61	70.71	16,648,647.32
<i>Principal Account - US Bank- 2014 series</i>	-	-	-
<i>2011 Project Fund - US Bank - 2014 series</i>	74.68	-	74.68
Subtotal SA Cash & Investments	16,730,555.71	70.71	16,730,626.42
Total Cash and Investments	\$ 25,551,083.67	557,302.82	\$ 26,108,386.49

I certify that this report accurately reflects all cash and investments for the above period and all the investment is in compliance with Inland Valley Development Agency's Investment policy. IVDA shall be able to meet it's expenditure requirement for next six month.



Mark Cousineau, Director of Finance

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 6</p> <p><b>PRESENTER:</b> Mark Cousineau, Director of Finance</p>
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**SUBJECT:      RECEIVE AND FILE CASH REPORT FOR DECEMBER 31, 2023, FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)**

**SUMMARY**

Submitted for your consideration is the IVDA's monthly cash reconciliation report.

**RECOMMENDED ACTION(S)**

Receive and file Cash Report for December 31, 2023, for the Inland Valley Development Agency (IVDA).

**FISCAL IMPACT**

None.

PREPARED BY:	Cherrie Nguyen
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

Attached is the Cash Report for December 31, 2023, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$35,122,218.78 on December 31, 2023. Banks' statements reflect \$35,203,864.98. The difference in totals is due to the outstanding checks on December 31, 2023.

If you have any questions about this report, please contact me at (909) 382-4100 extension 141.

**Attachments:**

1. Cash Report for December 31, 2023



# Inland Valley Development Agency

## Cash Report December 31, 2023

### IVDA JPA CASH


<u>Cash</u>	Balance 11/30/23	Activities	Balance 12/31/23
<i>MMKT/ Savings Account - CHASE Bank</i>	3,081,280.30	121.53	3,081,401.83
<i>Checking Account - CHASE Bank</i>	1,521,725.85	527,221.64	2,048,947.49
Deposits In Transit:			
Beginning	43,663.92	(43,663.92)	-
Ending	-	-	-
Outstanding Checks:			
Beginning	(257,094.11)	257,094.11	-
Ending		(81,646.20)	(81,646.20)
<i>Payroll Account - CHASE Bank</i>	974.68	63,113.14	64,087.82
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
<i>BRORF Account - CHASE Bank</i>	4,054,995.38	159.93	4,055,155.31
<i>Cash with Fiscal Agent- MECLT Trust</i>	730,329.71	(244,563.53)	485,766.18
Subtotal	9,175,875.73	477,836.70	9,653,712.43
<u>Investments</u>			
<i>Local Agency Investment Funds - Regular Account</i>	77,582.61	779.41	78,362.02
<i>Local Agency Investment Funds - Bond Account</i>	124,301.73	1,248.75	125,550.48
Total	201,884.34	2,028.16	203,912.50
Subtotal JPA Cash & Investments	9,377,760.07	479,864.86	9,857,624.93

### IVDA SUCCESSOR AGENCY CASH

<i>RORF Account -CHASE Bank</i>	81,880.04	8,533,899.00	8,615,779.04
<u>Investments Held With Fiscal Agent</u>			
Special Fund - US Bank - 2014 series	24.37	-	24.37
Interest Account - US Bank - 2014 series	0.01	-	0.01
<i>Reserve Account- US Bank - 2014 series</i>	16,648,647.32	68.43	16,648,715.75
<i>Principal Account - US Bank- 2014 series</i>	-	-	-
<i>2011 Project Fund - US Bank - 2014 series</i>	74.68	-	74.68
Subtotal SA Cash & Investments	16,730,626.42	8,533,967.43	25,264,593.85
Total Cash and Investments	\$ 26,108,386.49	9,013,832.29	\$ 35,122,218.78

I certify that this report accurately reflects all cash and investments for the above period and all the investment is in compliance with Inland Valley Development Agency's Investment policy. IVDA shall be able to meet it's expenditure requirment for next six month.

  
Mark Cousineau, Director of Finance

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 7</p> <p><b>PRESENTER:</b> Michael Burrows, Chief Executive Officer</p>
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**SUBJECT:      RATIFY A PROFESSIONAL SERVICES AGREEMENT WITH TACTICAL DRONE CONCEPTS, LLC FOR TRAINING SERVICES AT THE UAS CENTER AT SBD IN AN AMOUNT NOT TO EXCEED \$37,500.**

### **SUMMARY**

Tactical Drone Concepts, LLC provides specialized drone training and certification services for the UAS Center at SBD. Over the past year, the UAS Center at SBD has completed several training programs for the San Bernardino County Superintendent of Schools. The proposed ratification action is necessary, as the most recent training cohort for County Schools in September attracted 23 students. Under the terms of the agreement with Tactical Drone Concepts, LLC, revenues for training services are split 50/50 with the UAS Center at SBD.

### **RECOMMENDED ACTION(S)**

Ratify a professional services agreement with Tactical Drone Concepts, LLC for training services at the UAS Center at SBD for February to March 2024 in an amount not to exceed \$37,500; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None. In the event that the proposed budget adjustment is approved on today's agenda, funding for these services will be included in the then adjusted Inland Valley Development Agency (IVDA) Fiscal Year 2023-24 budget in the UAS Center Fund, Account 50945 - Professional Services-Training in the amount of \$275,000 of which \$37,500 will be allocated to this agreement.

PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

Tactical Drone Concepts, LLC provides specialized drone training and certification services for the UAS Center at SBD. Over the past year, the UAS Center at SBD has completed several training programs for the San Bernardino County Superintendent of Schools. The proposed ratification action is necessary, as the most recent training cohort for County Schools in September attracted 23 students. Under the terms of the agreement with Tactical Drone Concepts, LLC revenues for training services are split 50/50 with the UAS Center at SBD.

As time was of the essence in supporting customer needs, it was necessary for the Chief Executive Officer to execute the contract with Tactical Drone Concepts, LLC and commence the training services requested. This current training program is expected to net \$39,687.50 in revenue to the UAS Center at SBD.

Staff recommends the Board approve the above recommended ratification action.

**Attachments:**

1. Form of Agreement

**INLAND VALLEY DEVELOPMENT AGENCY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**Tactical Drone Concepts**

***(ref: San Bernardino County Superintendent of Schools Feb to March 2024 ROP Drone Training)***

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into as of **February 1, 2024** and between the INLAND VALLEY DEVELOPMENT AGENCY, a joint powers authority created pursuant to Government Code Sections 6500, et seq., (the "IVDA"), and Tactical Drone Concepts, organized under the laws of the State of Wyoming (the "Consultant").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **SUPERVISION OF CONSULTANT.** The IVDA staff designated in Exhibit B shall be responsible for the direction of any services to be performed by the Consultant and any Subcontractor to the Consultant under this Agreement. The Consultant shall not undertake any services under the terms of this Agreement unless instructed to do so by one of the staff members designated in Exhibit B. No other staff member is authorized by IVDA to request services from the Consultant.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and shall automatically terminate on **March 31, 2024** (the "Term"). The IVDA reserves the right through the actions of the Chief Executive Officer or of the IVDA to terminate this Agreement at any time either with or without cause and at the sole convenience of the IVDA upon delivery of notice of termination to the Consultant; provided, however, that upon the effective date of any such termination, the IVDA shall be responsible to pay and/or reimburse the Consultant for all services, materials and supplies as may have been furnished to the IVDA in accordance with the Scope of Services as referenced in Section 3.

3. **CONSULTANT SCOPE OF SERVICES.** The IVDA hereby retains the Consultant to provide the professional consulting services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. The Consultant hereby agrees to perform the services set forth in the Scope of Services in accordance with the terms of this Agreement. The Consultant shall perform the services as set forth in said Scope of Services within the time periods to be identified by the appropriate IVDA representative.

4. PAYMENT BY IVDA FOR WORK PERFORMED BY CONSULTANT.

A. The IVDA shall compensate the Consultant in an aggregate amount not to exceed **Thirty-seven thousand five hundred dollars (\$37,500)** for the Term of this Agreement. Payment shall be made based on the services requested and rendered according to the rates and charges listed in Exhibit A.

B. The compensation designated in subsection 4.A shall be the Total Fee for the performance of the services and the delivery of the final work product materials, if any, as set forth in the Scope of Services. The Total Fee shall include, but not be limited to, the salaries of all Subcontractors retained by the Consultant and all employees of the Consultant to perform services pursuant to this Agreement and shall be inclusive of all costs and expenses incurred for mileage, travel, graphics, telephone, printing, fax transmission, postage, copies and such other expenses related to providing the services set forth in Exhibit A.

C. The Consultant shall submit one invoice under this Agreement to:

Inland Valley Development Agency  
Attention: Chief Executive Officer  
1601 East Third Street  
San Bernardino, CA 92408

D. The invoice of the Consultant shall indicate the total number of people trained during this program, and the Consultant will invoice at the rate of \$600.00 per person trained in Module 1 and \$900.00 per person trained in Module 2. The Consultant will include with the invoice a complete list of people trained, including name, email address and telephone number. The IVDA shall pay all amounts set forth on the invoices of the Consultant and approved by the authorized IVDA staff personnel who requested the services, within thirty (30) days of such approval.

5. RECORDS RETENTION. Records, maps, field notes and supporting documents and all other records pertaining to the use of funds paid to the Consultant hereunder shall be retained by the Consultant and available to the IVDA for examination and for purposes of performing an audit for a period of five (5) years from the date of expiration or termination of this Agreement or for a longer period, as required by law. Such records shall be available to the IVDA and to appropriate county, state or federal agencies and officials for inspection during the regular business hours of the Consultant. If the Consultant does not maintain regular business hours, then such records shall be available for inspection between the hours of 9 a.m. and 5 p.m. Monday through Friday, excluding federal and state government holidays. In the event of litigation or an audit relating to this Agreement or funds paid to the Consultant by the IVDA under this Agreement, such records shall be retained by the Consultant until all such litigation or audit has been resolved.

6. **INDEMNIFICATION.** The Consultant shall defend, indemnify and hold harmless the IVDA, its officers, employees, representatives, and agents from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorney fees, for injury or damage of any type claimed as a result of the acts or omissions of the Consultant, its officers, employees, subcontractors and agents, arising from or related to performance by the Consultant of the services required under this Agreement.

7. **INSURANCE.** The Consultant shall maintain insurance as set forth in this Section 7 throughout the Term of this Agreement. The Consultant shall remain liable to the IVDA pursuant to Section 6 above to the extent the Consultant is not covered by applicable insurance for all losses and damages incurred by the IVDA that are caused directly or indirectly through the actions or inactions, willful misconduct or negligence of the Consultant in the performance of the services by the Consultant pursuant to this Agreement. These insurance policies must be issued by an insurance company or companies authorized to do business in the State of California and maintain an AM Best rating of A (V) or better. Such insurance coverages shall be as follows:

(1) **Workers' Compensation Insurance.** The Consultant and each of its subcontractors shall maintain workers' compensation coverage in accordance with California workers' compensation laws for all workers under the Consultant's and/or subcontractor's employment performing work under this Agreement.

(2) **Automobile Insurance.** The Consultant and each of its subcontractors shall maintain comprehensive automobile liability insurance for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

(3) **Additional Insured Endorsement.** The "Inland Valley Development Agency" shall be named by endorsement as an "Additional Insured" under the Consultant's Commercial General Liability Insurance Coverage. The Additional Insured Endorsement must be on ISO Form CG 20 10 07 04 or an available equivalent acceptable to the IVDA, with such modifications as the IVDA may require. The Consultant's general liability coverage shall be primary.

(4) Prior to the commencement of any work by the Consultant, the Consultant shall deliver to the IVDA all "Certificates of Insurance" evidencing the existence of the insurance coverage required herein. All coverages shall remain in full force and effect continuously throughout the Term of this Agreement. Each policy of Insurance that Consultant purchases in satisfaction of the insurance requirements of this Agreement shall provide that the policy may NOT be cancelled, terminated or modified in scope of coverage as it applies to the services to be provided by the Consultant under this agreement, except upon thirty (30) days prior written notice to the IVDA.

(5) **Certificate Holder.** The Certificate Holder shall read as follows:

Inland Valley Development Agency  
Attention: Chief Executive Officer  
1601 East Third Street  
San Bernardino, CA 92408-0131

**8. OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION.**

All maps, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, modifications, adoptions, utilizations, correspondence or other documents generated by or on behalf of the Consultant for performance of the work set forth in the Scope of Services shall remain the sole property of Tactical Drone Concepts. Tactical Drone Concepts retains all rights to the training content and the training content cannot be used without the written permission of Tactical Drone Concepts.

Photos and videos taken during the training may be used by the IVDA / UAS Center at SBD for promotional/marketing purposes with the permission of Tactical Drone Concepts.

**9. PRESS RELEASES/PUBLICITY.** Press or news releases, including photographs or public announcements, or confirmation of the same related to the services to be provided by the Consultant under this Agreement shall only be made by the Consultant with the prior written consent of the Chief Executive Officer of the IVDA. Consultant shall not advertise, market or use other promotional efforts that include any data, pictures, or other representations of the IVDA without the prior written consent of the Chief Executive Officer of the IVDA.

**10. CONFIDENTIALITY OF MATERIALS AND INFORMATION.** The Consultant shall keep confidential all reports, survey notes and observations, information, and data acquired or generated in performance of the services set forth in the Scope of Services, which the IVDA designates confidential. None of such designated confidential materials or information may be made available to any person or entity, public or private, without the prior written consent of IVDA. Consultant shall safeguard and not disclose confidential information of the IVDA including any of the following: (a) patent, trademark or copyright information; (b) personnel information; (c) matters of a technical nature; (d) matters of a business nature; and, (e) other information of a similar nature which is not generally disclosed by the IVDA, referred to collectively hereafter as "Confidential Information." Consultant further agrees not to use Confidential Information except as may be necessary to perform the services identified in this Agreement for IVDA. Upon termination or expiration of this Agreement, or otherwise as requested by the IVDA, Consultant shall promptly deliver all Confidential Information to the IVDA, if any, in whatever form, that may be in Consultant's possession or control.

**11. DEFAULT AND REMEDIES.**

A. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure,

correct or remedy the alleged default within seven (7) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

B. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice as specified herein.

C. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties under this Agreement are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

D. In the event that a default of any party to this Agreement may remain uncured for more than seven (7) calendar days following receipt of written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

## **12. TERMINATION.**

A. This Agreement may be terminated by either party for any reason by giving the other party fifteen (15) calendar days prior written notice. The IVDA shall pay the Consultant for all work authorized by the IVDA and completed, prior to the effective termination date.

B. In the event of a termination of this Agreement under this Section 12, the Consultant shall provide all documents, notes, maps, reports, data or other work product developed in performance of the Scope of Services of this Agreement to IVDA, within ten (10) calendar days of such termination and without additional charge to IVDA.

13. **NOTICE.** All notices given hereunder shall be in writing. Notices shall be presented in person or by certified or registered mail using the United States Postal Service, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by United States Mail shall be deemed effective on the third (3<sup>rd</sup>) business day following the deposit of such Notice with the United States Postal Service. This Section 13 shall not prevent the parties hereto from giving notice by personal service, which shall be deemed effective upon actual receipt of such personal service. Either party may change their address for receipt of written notice by notifying the other party in writing of a new address for delivering notice to such party.



**14. FINGERPRINTS AND TUBERCULOSIS TEST PRIOR TO COMPLETION OF SERVICES.**

In accordance with the IVDA's agreement with San Bernardino County Superintendent of Schools for this training program (ref: provisions of Education Code Sections 45125.1 and 45125.2), the Consultant is required to submit fingerprints to the Department of Justice. The Department of Justice will ascertain whether the individual has a pending criminal proceeding for a violent and serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively. Consultant must have clearance from the Department of Justice and Tuberculosis test prior to completion of services.

**CONSULTANT:** Tactical Drone Concepts  
Att: Mr. Anthony Demolina  
61 Endless Vista  
Aliso Viejo, CA 92656

**IVDA:** Inland Valley Development Agency  
Attention: Chief Executive Officer  
1601 East Third Street  
San Bernardino, CA 92408

**14. COMPLIANCE WITH LAW.** The Consultant shall comply with all local, state, and federal laws, including, but not limited to, environmental acts, rules and regulations applicable to the services to be provided by the Consultant under this Agreement. The Consultant shall maintain all necessary licenses and registrations for the lawful performance of the services required of the Consultant under this Agreement.

**15. NONDISCRIMINATION.** The Consultant shall not discriminate against any person on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap in the performance of the Scope of Services of this Agreement. Without limitation, the Consultant hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status or national origin. Further, the Consultant shall promote affirmative action in its hiring practices and employee policies for minorities and other designated classes in accordance with federal, state and local laws. Such action shall include, but not be limited to, the following: recruitment and recruitment advertising, employment, upgrading and promotion. In addition, the Consultant shall not exclude from participation under this Agreement any employee or applicant for employment on the basis of age, handicap or religion in compliance with state and federal laws.

**16. SUBCONTRACTORS AND/OR SUBCONSULTANTS.** The Consultant recognizes and agrees that it has the affirmative duty to disclose the company name, company address, names

and titles of principals, key management and supervisory personnel of all subcontractors and/or subconsultants, and other persons, entities, agents, representatives and intermediaries (collectively, "Subcontractors") who may be participating in any manner in the Scope of Services to be rendered by the Consultant pursuant to the terms of this Agreement. The definition of Subcontractors shall also include any and all others persons who may attempt to influence any decision intended to be made by the governing body of the IVDA with regard to the funding, other discretionary actions or additional approvals associated with this Agreement and the Scope of Services whether or not such other parties are seeking compensation from the Consultant in furtherance of the Scope of Services pursuant to this Agreement. All such Subcontractors shall be disclosed in writing by the Consultant to the Clerk of the IVDA Board, immediately upon Consultant entering into any agreement or contract, either written or oral, with each such Subcontractor. It is the obligation of the Consultant to disclose to the Clerk of the Board any and all Subcontractors, as defined above, throughout the Term of this Agreement. Failure on behalf of the Consultant and/or its agents, representatives and intermediaries to comply with this Section 16 shall result in the inability of IVDA staff to authorize and/or submit to the IVDA governing body any amendments, change orders, extensions of time, etc., relative to this Agreement.

The Consultant acknowledges the obligations as set forth in this Section 16 by the initials of the agent signing on behalf of the Consultant appearing below:

AD  
(initial here)

17. CONSULTANT AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS. The Consultant shall at all times during the performance the services described in Exhibit A be deemed to be an independent contractor. Neither the Consultant nor any of its subcontractors shall at any time or in any manner represent that it or any of its employees are employees of IVDA or any member agency of the IVDA. The IVDA shall not be requested or ordered to assume any liability or expense for the direct payment of any salary, wage or benefit to any person employed by Consultant or its Subcontractors to perform the services described in Exhibit A. Consultant is entirely responsible for the immediate payment of all subcontractor liens.

18. CONFLICT OF INTEREST – IVDA REPRESENTATIVES. Consultant acknowledges that the IVDA uses ethical business practices in the selection of its Consultants and in its other contracting practices. Consultant certifies that neither it nor its employees or agents have, with an intent to establish or maintain a business relationship with the IVDA or any department thereof, provided any gift or sponsorship having a value of more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the IVDA involved in the negotiation of this Agreement; (ii) any member of any department of the IVDA procuring items or services from the Consultant under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the IVDA. Further, Consultant certifies that neither it nor its employees or agents shall at any time in the future, with an intent to establish or maintain a business relationship with the IVDA or any department thereof, provide

any gift or sponsorship having more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the IVDA involved in the negotiation of this Agreement; (ii) any member of any department of the IVDA procuring items or services from the Consultant under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the IVDA.

The Consultant acknowledges the obligations as set forth in this Section 18 by the initials of the agent signing on behalf of the Consultant appearing below:

ND  
(initial here)

19. **CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS.** The Consultant represents and warrants that it has reviewed and is familiar with the governing provisions of the California Government Code and the regulations promulgated thereunder by the Fair Political Practices Commission ("FPPC") regarding campaign contributions to appointed members of the governing body of the IVDA. The Consultant further represents and warrants that neither the Consultant, nor any number of individuals employed by the Consultant or other contractors and Subcontractors of the Consultant, or any others acting on behalf of or in concert with the Consultant, have contributed to: (i) any member of the governing body of the IVDA, (ii) any election committee of any member of the governing body of the IVDA, (iii) any "friends of" election committee of any member of the governing body of the IVDA, or (iv) any political action committee ("PAC") representing, acting with or on behalf of any member of the governing body of the IVDA, an amount in the aggregate of more than Two Hundred Fifty and 00/100 Dollars (\$250.00) within the period commencing twelve (12) months prior to the date of the official action by the governing body of the IVDA to approve this Agreement. The Consultant covenants and warrants that for the period of time commencing as of the date of the approval of this Agreement by the governing body of the IVDA and for ninety (90) calendar days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the Consultant and other contractors and Subcontractors of the Consultant, or others action on behalf of or in concert with the Consultant, when aggregated with campaign contributions paid pursuant to the preceding sentence for the prior twelve (12) month period, shall be made to any member of the governing body who participated in the official action to approve this Agreement. Such \$250.00 limitation shall apply for the period of time commencing twelve (12) months prior to the date of the official action of the governing body of the IVDA to approve this Agreement and for ninety (90) calendar days thereafter and all such campaign contributions within said fifteen (15) month period of time shall be aggregated for purposes of the FPPC rules and regulations. Any breach of this Section 19, whether intentional or unintentional, shall be deemed to be a material breach of this Agreement.

The Consultant acknowledges the obligations as set forth in this Section 19 by the initials of the agent signing on behalf of the Consultant appearing below:

AO  
(initial here)

20. **FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS.** The provisions of this Section 20 shall apply to the Consultant, its employees and/or agents providing or supervising the services to the IVDA as set forth in this Agreement. The Consultant acknowledges and represents and warrants that the Consultant is aware of the requirements of the Fair Political Practices Commission ("FPPC") of the State of California, including the statutory requirements and the rules and regulations promulgated pursuant thereto, and the obligations and duties of third party contractors such as the Consultant to complete and timely submit the required FPPC reporting forms.

By the execution and acceptance of this Agreement with the IVDA, the Consultant hereby agrees that no later than the first day of April (April 1) of each calendar year, or any other date as designated by IVDA legal counsel or the Clerk of the Board, the Consultant shall submit, and/or cause its employees and/or agents providing or supervising the services to the IVDA as set forth in this Agreement to submit, to the Clerk of the Board any reporting form or filing published and/or required by the FPPC which IVDA legal counsel or the Clerk of the Board should deem appropriate and so request of the Consultant, properly and fully completed in accordance with the instructions of the FPPC, which instructions shall be provided to Consultant by the Clerk of the Board, identifying the appropriate and necessary economic disclosures of the Consultant, its employees and/or agents who perform services by, through or on behalf of the Consultant to the IVDA pursuant to this Agreement.

Further, the Consultant recognizes that it is neither the duty nor the responsibility of the IVDA, its staff and/or legal counsel to review or seek additional information from the Consultant as to any information submitted to the IVDA in the required FPPC reporting forms. The Consultant further understands that the Consultant, its principals, shareholders, and certain employees and/or agents could be subjected to fines and civil penalties imposed by the FPPC in the event any documentation submitted by the Consultant is deemed to be inadequate either by the FPPC or any other State or local prosecutorial office. Under some circumstances, such inadequacies for failure to comply with the FPPC requirements may also involve criminal sanctions.

The Consultant shall further defend, indemnify and hold harmless the IVDA, its officers, employees, representatives, and agents, for any and all violations by the Consultant regarding FPPC reporting compliance requirements that result in any liability or financial loss to the IVDA, its officers, employees, representatives, and agents, by reason of the failure of the Consultant to comply with the provisions of this Section 20, including staff costs, attorney fees and any and all other costs as may be incurred by the IVDA, its officers, employees,

representatives, and agents due to any alleged violations of the FPPC reporting requirements by the Consultant.

The Consultant acknowledges the obligations as set forth in this Section 20 by the initials of the agent signing on behalf of the Consultant appearing below:

ND  
(initial here)

21. **CONSULTANT INTERESTS ADVERSE TO THE IVDA.** Consultant hereby represents that it has no interests adverse to the IVDA or its individual member entities, at the time of execution of this Agreement. Consultant hereby agrees that, during the Term of this Agreement, the Consultant shall not enter into any agreement or acquire any interests detrimental or adverse to the IVDA or its individual member entities. Additionally, Consultant hereby represents and warrants to IVDA that Consultant and any partnerships, individual persons or any other party or parties comprising Consultant, together with each subcontractor who may hereafter be designated to perform services pursuant to this Agreement, do not have and, during the Term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual relationships of any nature or any other financial arrangements relating to the IVDA, property over which the IVDA has jurisdiction or any members or staff of the IVDA that have not been previously disclosed in writing to IVDA, and that any such property ownership interests, business interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the Consultant to perform the services to the IVDA as set forth in this Agreement.

22. **SEVERABILITY.** Each and every section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to certain circumstances shall be declared invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all prior negotiation, discussions and agreements between the parties concerning the subject matters covered herein. The parties intend this Agreement to be the final expression of their agreement with respect to the subjects covered herein and a complete and exclusive statement of such terms.

24. **AMENDMENT OR MODIFICATION.** This Agreement may only be modified or amended by written instrument duly approved and executed by each of the parties hereto. Any such modification or amendment shall be valid, binding and legally enforceable only if in written

form and executed by each of the parties hereto, following all necessary approvals and authorizations for such execution.

25. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California. Any legal action arising from or related to this Agreement shall be brought in the Superior Court of the State of California in and for the County of San Bernardino.

26. **NON-WAIVER.** Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the same provision or any remaining provisions of this Agreement.

27. **CAPTIONS.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

28. **ASSIGNMENT.** This Agreement may not be assigned by the Consultant without the prior written consent of the IVDA.

29. **REPRESENTATIONS OF PERSONS EXECUTING AGREEMENT.** The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

30. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will constitute an original.

31. **EFFECTIVENESS OF AGREEMENT AS TO THE IVDA.** This Agreement shall not be binding on the IVDA until approved by the IVDA Board, approved as to form and legal content by IVDA legal counsel, signed by the Chief Executive Officer, and signed by an authorized representative of the Consultant.

32. **NON-EXCLUSIVITY.** This Agreement shall not create an exclusive relationship between the IVDA and the Consultant for the services set forth in Exhibit A or any similar or related services. The IVDA may, during the Term of this Agreement, contract with other consultants for the performance of the same, similar or related services as those that may be performed by the Consultant under this Agreement. The IVDA reserves the discretion and the right to determine the amount of services to be performed by the Consultant for the IVDA under this Agreement, including not requesting any services at all. This Agreement sets forth only the terms upon which any such services will be provided to the IVDA by the Consultant, if such services are requested by the IVDA, as set forth in this Agreement.

///

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, two identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the authorized signatures of the officers of the parties hereinabove named, on the day and year first herein written.


**IVDA**

Dated: 01/04/24

Inland Valley Development Agency,  
a joint powers authority


By:   
Michael Burrows, Chief Executive Officer

**ATTEST:**

  
Jennifer Farris, Clerk of the Board

Approved as to form and legal content:

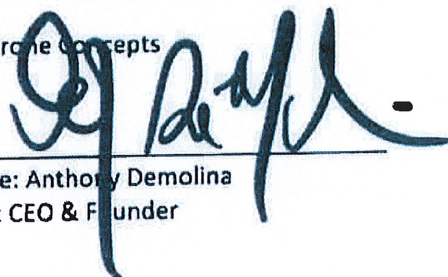
Mirau, Edwards, Cannon, Lewin & Tooke, LLP  
A Professional Corporation

  
Michael Lewin

Dated: 01/04/2024

**Consultant**

Tactical Drone Concepts

By:   
Name: Anthony Demolina  
Title: CEO & Founder

## **EXHIBIT A**

### **SCOPE OF SERVICES**

**The Consultant will provide drone training as a contractor to the UAS Center at SBD, which is an enterprise fund established under the IVDA. Services will be provided to the San Bernardino County Superintendent of Schools (ROP Program) as follows:**

**Module One includes FAA Part 107 exam preparation and taking of the exam.**

**Two virtual sessions (February 2024 dates to be specified): 6:00 pm – 9:00 pm**

**Two in-person sessions (February 2024 dates to be specified): 8:00 am – 3:30 pm**

**Location: Dorothy Inghram Learning Center, 760 East Carnegie Drive, San Bernardino, CA 92407.**

**Exam will be held at various testing locations.**

**Module Two includes hands-on flight instruction for students who successfully pass the FAA Part 107 exam (70% or higher) or who already possess a valid Part 107 certification.**

**In-person sessions (March 2024 dates to be specified): Saturdays, 8:00 am – 3:30 pm**

**Location: flight instruction will take place at various locations**

**The training will include access to remote learning exam preparation materials as well as registration for the FAA Part 107 exam. Employer engagement will also take place during classroom training.**




**EXHIBIT B**

**SUPERVISORY STAFF PERSONNEL**

**NDA Staff:**

**Chief Executive Officer**

**Clerk of the Board (relating to records production, recordkeeping, political contributions, Form 700 compliance, etc., only)**

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 8</p> <p><b>PRESENTER:</b> Jennifer Farris, Clerk of the Board</p>
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**SUBJECT:      APPROVE MEETING MINUTES: DECEMBER 13, 2023**

**SUMMARY**

Submitted for consideration and approval by the Inland Valley Development Agency (IVDA) Board: Meeting minutes of the regular meeting held Wednesday, December 13, 2023.

**RECOMMENDED ACTION(S)**

Approve meeting minutes of the regular meeting held Wednesday, December 13, 2023.

**FISCAL IMPACT**

None.

PREPARED BY:	Jennifer Farris
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

None.

**Attachments:**

1. December 13, 2023 meeting minutes.

# INLAND VALLEY DEVELOPMENT AGENCY

## REGULAR MEETING BOARD ACTIONS

WEDNESDAY, DECEMBER 13, 2023

5:00 P.M.

MAIN AUDITORIUM – Norton Regional Event Center – 1601 East Third Street, San Bernardino, CA



A regional joint powers authority dedicated to the reuse of Norton Air Force Base  
for the economic benefit of the East Valley

### Board Members

#### City of Colton

Mayor Frank Navarro	Absent
Councilmember John Echevarria	Present
VACANT	

#### City of Loma Linda

Mayor Phillip Dupper, Chairperson	Absent
Councilmember Rhodes Rigsby	Present (arrived at 5:21 PM)
Councilmember John Lenart (alt)	Present

#### County of San Bernardino

Supervisor Joe Baca, Jr.	Present
Supervisor Jesse Armendarez	Present
Supervisor Dawn Rowe (alt)	Absent

#### City of San Bernardino

Mayor Helen Tran	Absent
Councilmember Juan Figueroa	Present
Councilmember Sandra Ibarra	Absent
Mayor Pro Tem Fred Shorett (alt)	Present

#### Staff Members and Others Present

Michael Burrows, Chief Executive Officer	Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin, & Tooke, LLP
Mark Cousineau, Director of Finance	Catherine Pritchett, Director of Administration
Jeff Barrow, Director of Development	Jillian Ubaldio, Deputy Clerk of the Board
Myriam Beltran, Manager of Planning & Programs	Mark Gibbs, Director of Aviation

The Regular Meeting of the Inland Valley Development Agency Board was called to order by Secretary Joe Baca, Jr. at approximately 5:04 P.M. on Wednesday, December 13, 2023, in the Main Auditorium of the Norton Regional Event Center, 1601 East Third Street, San Bernardino, California.

A. **CALL TO ORDER / ROLL CALL**

Roll call was duly noted and recorded.

Members of the Board and the public joined Councilmember Juan Figueroa in the Pledge of Allegiance.

B. **CLOSED SESSION PUBLIC COMMENT**

There was no closed session public comment.

C. **CLOSED SESSION**

Secretary Joe Baca, Jr. recessed to closed session at 5:05 P.M. Mr. Michael Lewin, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, read the closed session items as posted on the Agenda.

- a. Conference with Legal Counsel pursuant to Gov. Code 54956.9(d) - significant exposure to litigation: one case
- b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8  
Property: Former Norton Air Force Base Parcel B1-C East  
Negotiating Parties: Michael Burrows, IVDA Chief Executive Officer and Carl Quesinberry, Senior Director, Element Materials Technology US, LLC.

D. **REPORT ON CLOSED SESSION**

Secretary Joe Baca, Jr. reconvened the meeting at 5:20 P.M. Secretary Baca, Jr. asked Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP if there were any reportable items. Mr. Lewin reported that the Board approved terms for a lease agreement with Element Materials Technology US, LLC, however it has not been formally accepted by the other party. Once approved, the agreement will be available for public viewing.

E. **ITEMS TO BE ADDED OR DELETED**

There were no items to be added or deleted.

F. **CONFLICT OF INTEREST DISCLOSURE**

1. Secretary Joe Baca, Jr. stated Board Members should note the item(s) listed which might require member abstentions.  
There were no conflicts noted.

G. **INFORMATIONAL ITEMS**

Mr. Michael Burrows, Chief Executive Officer, presented the following informational items.

2. Informational Items
  - a. Chief Executive Officer Report
  - b. Report on Status of Annual Audit
  - c. Report on Turkey Trot
- 2b. Mr. Mark Cousineau, Director of Finance, informed the Board that the audit will close by the end of December, and an audit presentation is scheduled to be made at a future meeting.
- 2c. Mr. Michael Burrows, Chief Executive Office, reported on the annual Turkey Trot to took place on November 23, 2023.

H. **BOARD CONSENT ITEMS**

3. Receive Register of Demands for November 2023
4. Receive and file Cash Report for October 31, 2023, for the Inland Valley Development Agency (IVDA)
5. Approve Amendment No. 1 with D&A Consulting in an amount not to exceed \$15,000 for Professional Services related to the UAS Center at SBD
6. Approve Meeting Minutes: November 8, 2023

**ACTION:** Approve Agenda Item Nos. 3-6 of the Consent Calendar.

RESULT:	<b>ADOPTED [UNANIMOUSLY]</b>
MOTION/SECOND:	Shorett / Armendarez
AYES:	Armendarez, Baca, Echevarria, Figueroa, Lenart, Rigsby, and Shorett.
NAYS:	None.
ABSTENTIONS:	None.
ABSENT:	None.

I. **BOARD ACTION ITEMS**

7. Consider and adopt proposed Budget Adjustments for Fiscal Year 2023-2024

Mr. Mark Cousineau, Director of Finance, gave a brief overview of the report.

**ACTION:** Adopt Budget Adjustments reflected in the Proposed Budget Adjustments Table for Fiscal Year 2023-2024.

RESULT: **ADOPTED [UNANIMOUSLY]**  
MOTION/SECOND: Shorett / Armendarez  
AYES: Armendarez, Baca, Echevarria, Figueroa, Lenart, Rigsby, and Shorett.  
NAYS: None.  
ABSTENTIONS: None.  
ABSENT: None.

8. Consider and Discuss a Report on the Inland Valley Infrastructure Corridor

Mr. Myriam Beltran, Manager of Planning and Programs, gave a brief overview and update on the PowerPoint presentation entitled "Inland Valley Infrastructure Corridor".

This item was for discussion purposes only; no formal action was taken.

**ACTION:** Consider and discuss a report on the Inland Valley Infrastructure Corridor.

9. Review Status of the Action Plan for the Inland Valley Development Agency (IVDA) through December 31, 2023.

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "December 31, 2023-IVDA Focal Areas" (as contained on page 051 in the Agenda Packet) and provided a brief report.

This item was for discussion purposes only; no formal action was taken.

**ACTION:** Review the Action Plan for the Inland Valley Development Agency through December 31, 2023.

J. **ADDED AND DEFERRED ITEMS**

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

There were no open session public comments.

L. **BOARD MEMBER COMMENT**

Mayor Pro Tem Fred Shorett wished everyone a Merry Christmas.

Secretary Baca, Jr. thanked staff for their hard work throughout the year, thanked the public for attending, and wished everyone Happy Holidays.

M. **ADJOURNMENT**


There being no further business before the Board at this session, Secretary Baca, Jr. declared the meeting adjourned at 5:31 P.M.

**Approved at a Regular Meeting of the Inland Valley Development Agency Board on February 14, 2024.**

---

Jennifer Farris  
Clerk of the Board



	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 9</p> <p><b>PRESENTER:</b> Mark Cousineau, Director of Finance</p>
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**SUBJECT: CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024**

### **SUMMARY**

The proposed adjustments modify the adopted Inland Valley Development Agency (IVDA) Joint Powers Authority (JPA) budget to reflect improved estimates and changes in conditions in the accounts reflected in the Proposed Budget Adjustments Table.

### **RECOMMENDED ACTION(S)**

Consider and adopt budget adjustments reflected in the attached Proposed Budget Adjustments Table for Fiscal year 2023-2024.

### **FISCAL IMPACT**

The composition for the requested adjustments are detailed in the "Proposed Budget Adjustments Table". The combined net effect on the IVDA's Fiscal Year 2023-2024 Budget, if approved, would be a net increase in budgetary expenditures of \$5,000.

PREPARED BY:	Mark Cousineau
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

On June 13, 2023, the Inland Valley Development Agency (IVDA) Board adopted the IVDA Successor Agency and IVDA Joint Powers Authority (JPA) budgets for Fiscal Year 2023-2024. The Successor Agency budget covers those items on the ROPS. The JPA budget covers those items which are carried out by the IVDA pursuant to its on-going status as a California Joint Powers Authority and Federal Base Reuse Entity with specific obligations for capital projects pursuant to Public Law 100-526 (BRAC), applicable federal statutes, agreements, and deeds for the transfer of Norton AFB and the provisions of the IVDA JPA Agreement, as amended.

The net effect of the proposed budget adjustments is an increase in budgetary expenditures of \$5,000. The total increase in revenues and interfund transfers in the proposed budget adjustments is \$100,000 and the total increase in proposed expenditures and interfund transfers is \$105,000.

The increase in budgetary expenditures of \$105,000, excluding offsetting interfund and intrafund line item transfers discussed below, is comprised of a \$40,000 increase to properly characterize a professional services contract for the development of a drone maintenance manual and related training curriculum from the General Fund to the UAS Center at SBD; a \$50,000 increase for professional services training for the delivery of training for revenue sharing contracts at the UAS Center at SBD; and a \$15,000 increase in IT professional services due increased services for preventative maintenance and consulting services.

Training revenues from UAS Center at SBD revenue sharing contracts is increasing by \$100,000, which offsets the \$50,000 increase in professional training services noted in the preceding paragraph.

Offsetting or net zero dollar adjustments include an interfund transfer of \$2,500 between UAS Center at SBD line items to correct an overage in the repairs and maintenance account from unanticipated septage pumping; and a \$100,000 interfund proposed budget adjustment to reimburse the San Bernardino International Airport Authority (SBIAA) for the construction by SBIAA of IVDA parking lot ingress/egress controls improvement at the Bldg. 58 (IVDA) and Bldg. 56 (SBIAA) shared parking lot with a \$100,000 decrease in the IVDA Capital Projects Fund, Account 50283 – Parking Lot Improvements as the source of funds for the reimbursement to SBIAA .

These proposed budget adjustments affect the General, UAS Center at SBD, and Capital Projects fund budgets. Staff has identified accounts that require modification. They are described in the attached table.

**Attachments:**

1. February 2024 Proposed Budget Adjustments Table


**FY 2023-2024 Proposed Budget Adjustments  
February 2024**

**PROPOSED BUDGET ADJUSTMENTS TABLE**

Proposed Adjustments			Approved Budget	Proposed Adjustments	Adjusted Budget
<i>Expenditures &amp; Transfers Out</i>					
<b>A</b>	UAS Center at SBD	51020 - Miscellaneous	\$ 5,000	\$ (2,500)	\$ 2,500
<b>A</b>	UAS Center at SBD	50451 - Repairs and Maintenance	1,500	2,500	4,000
<b>C</b>	UAS Center at SBD	50920 - Professional Services - Other	225,000	40,000	265,000
<b>B</b>	Capital Projects Fund	50283 - Parking Lot Improvements	125,000	(100,000)	25,000
<b>B</b>	General Fund	50976 - Operating Transfer Out	-	100,000	100,000
<b>D</b>	UAS Center at SBD	50945 - Professional Services - Training	125,000	50,000	175,000
<b>E</b>	General Fund	50940 - Professional Services - IT	50,000	15,000	65,000
Increase (Decrease) in expenditures & transfers out				<u>105,000</u>	
<i>Revenues &amp; Transfers In</i>					
<b>D</b>	UAS Center at SBD	40137 - Training Fees	175,000	<u>100,000</u>	275,000
Increase (Decrease) in revenues & transfers in				<u>100,000</u>	
Net Budget Adjustment, Expenditures in Excess of Revenues				<u>\$ 5,000</u>	

**Notes**

- A** Offsetting (\$0) intrafund expense line item transfer to cover overage for septic tank pumping at the Perimeter Road UAS Center Training site's modular office/classroom.
- B** Up to \$100,000 anticipated reimbursement to SBIAA for IVDA ingress/egress controls improvement at the Bldg. 58 (IVDA) and Bldg. 56 (SBIAA) shared parking lot.
- C** \$40,000 increase necessary to recharacterize a professional services contract for the development of a drone maintenance manual and related procedures from the General Fund to the UAS Center at SBD.
- D** Net \$50,000 increase in estimated revenues from training and instructional activities at the UAS Center. Training and instruction revenues are projected to exceed the approved budget by \$100,000 for FY 2023-24 that will in turn require additional Professional Services in the amount of \$50,000 that is funded by through revenue sharing from these services.
- E** \$15,000 increase resulting from increased number of devices requiring preventative maintenance and replacement and installation of technologically obsolete network servers.

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 10</p> <p><b>PRESENTER:</b> Mark Dennis, IT Manager</p>
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**SUBJECT: APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THREE-2-ONE, INC. DBA IMAGINE SYSTEMS, INC. IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$15,000 FOR IT PREVENTATIVE MAINTENANCE SERVICES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)**

#### **SUMMARY**

On July 1, 2023, the Inland Valley Development Agency (IVDA) entered into an agreement with Three-2-One, Inc. DBA Imagine Systems, Inc. for \$25,000 for IT Preventative Maintenance Services for all IVDA IT assets including laptops, computers, and servers. An increase of \$15,000 is needed to continue these services throughout the remainder of the fiscal year. The total contract amount, if adjusted, would be for a total not to exceed amount of \$40,000 for the balance of the Fiscal Year.

#### **RECOMMENDED ACTION(S)**

Approve Amendment No. 1 to the Professional Services Agreement with Three-2-One, Inc. DBA Imagine Systems, Inc. to provide IT Preventative Maintenance Services for an additional amount not to exceed \$15,000; and authorize the Chief Executive Officer to execute all related documents.

#### **FISCAL IMPACT**

None. If the proposed budget adjustment is approved on today's agenda, funding for these professional services will be included in the then adjusted IVDA Fiscal Year 2023-2024 Budget in the General Fund, Account 50940 – Professional Services-IT Consultant for \$65,000 of which \$15,000 is allocated to this amendment.

PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau

APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

### **BACKGROUND INFORMATION**

On July 1, 2023, the Inland Valley Development Agency (IVDA) entered into an agreement with Three-2-One, Inc. DBA Imagine Systems, Inc. for \$25,000 for IT Preventative Maintenance Services for all IVDA IT assets including laptops, computers, and servers. At the time of the budget presentation in June, sufficient budget allocation was included in the adopted annual budget for the total annual services needed in the amount of \$50,000; however, the dollar amount included in the professional services board item did not anticipate the level of growth the agency was to experience. An increase of \$15,000 is needed to continue these services throughout the remainder of the fiscal year. The total contract amount, if adjusted, would be for a total not to exceed amount of \$40,000 for the balance of the fiscal year.

Staff recommends that the Board approve the above recommended action.

### **Attachments:**

1. Form of Amendment No. 1
2. Exhibit A

**INLAND VALLEY DEVELOPMENT AGENCY**

**AMENDMENT NO. 1 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
[Three-2-One, Inc. DBA Imagine Systems, Inc.]**

This Amendment No. 1 to the Agreement for Professional Services is entered into and shall be effective as of the 14th day of February, 2024, by and between the INLAND VALLEY DEVELOPMENT AGENCY, a joint powers authority created pursuant to Government Code Sections 6500, et seq. ("IVDA"), and Three-2-One, Inc. DBA Imagine Systems, Inc., (the "Consultant").

**I. RECITALS**

A. The IVDA and Consultant entered into that certain Agreement for Professional Services for Preventative Maintenance, as of July 1, 2023 ("Agreement");

B. The IVDA and Consultant desire to amend the terms of the Agreement as described herein and considered as Amendment No. 1 as approved by the IVDA Board on February 14, 2024.

**II. AGREEMENTS**

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the IVDA and Consultant agree as follows:

1. The total amount not to exceed for the contract with the Consultant is increased by \$15,000; for a total revised contract amount as provided in Section 4A of \$40,000 for Fiscal Year 2023/24.

**III. MISCELLANEOUS PROVISIONS**

1. Unless otherwise provided herein, all capitalized and/or defined terms herein shall have the same meaning given to such capitalized and/or defined terms in the Agreement.

2. Except as amended hereby, all of the terms and provisions of the Agreement are hereby reaffirmed and remain in full force and effect. The terms and provisions of this Amendment No. 1 shall control over any inconsistent or conflicting provisions of the Agreement.

///

**[SIGNATURES ON FOLLOWING PAGE]**

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by the authorized signatures of the officers of each of them as of the date first referenced above.

**IVDA**

Inland Valley Development Agency  
a joint powers authority

By: \_\_\_\_\_  
Michael Burrows, Chief Executive Officer

ATTEST:

\_\_\_\_\_  
Jennifer Farris,  
Clerk of the Board

**Consultant**

Three-2-One, Inc. DBA Imagine Systems, Inc.

By: \_\_\_\_\_  
John Wilson



**EXHIBIT A**

**IVDA  
PREVENTATIVE MAINTENANCE  
MAINTENANCE PLAN COVERAGE  
INDIVIDUAL EQUIPMENT COST**

<b>Equipment Covered*</b>	<b>Monthly Per Unit Price</b>
Desktop Computers	\$25.00
Notebook Computers	\$25.00

<b>Equipment Covered</b>	<b>Hourly Rate</b>
Server	\$175.00 per hour
Desktop	\$150.00 per hour
Consulting	\$125.00 per hour

\*The total count of equipment covered under this maintenance agreement shall be provided to Consultant by the IT Manager at the commencement of this Agreement and subsequently updated whenever equipment covered is added or deleted from the IVDA inventory.


## EXHIBIT B

### SUPERVISORY STAFF PERSONNEL

#### IVDA Staff:

Chief Executive Officer

IT Manager

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 11</p> <p><b>PRESENTER:</b> Myriam Beltran, Manager of Planning &amp; Programs</p>
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**SUBJECT: CONSIDER AND ADOPT RESOLUTION NO. 2024-01 OF THE INLAND VALLEY DEVELOPMENT AGENCY AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, AND ANY OTHER DOCUMENTS THERETO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR RECEIPT OF FEDERAL FUNDS FOR THE 3RD STREET CORRIDOR PROJECT**

### **SUMMARY**

The Inland Valley Development Agency is a recipient of federal funds from the Department of Transportation/Community Project Funding to be administered by the California Department of Transportation (Caltrans) for roadway improvements along 3rd Street, from Del Rosa Avenue to Victoria Ave. Guidelines established by Caltrans require that certain funding agreements be signed by IVDA, which requires a Board resolution identifying the person authorized to execute these funding agreements.

### **RECOMMENDED ACTION(S)**

Consider and adopt Resolution No. 2024-01 authorizing the Chief Executive Officer to execute Master Agreements, Program Supplemental Agreements, and any other document thereto with the California Department of Transportation (Caltrans) for receipt of federal funds for the 3rd Street Corridor Project.

### **FISCAL IMPACT**

None. Local matching funds (\$344,100) are included in the approved IVDA FY 2023-24 Capital Projects Fund, Account DOT2401 - 3rd Str Improvement (DR to VA) in the amount of \$3,344,100.

PREPARED BY:	Myriam Beltran
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

On April 13, 2022, the Inland Valley Development Agency (IVDA) Board adopted Resolution No. 2022-03 authorizing the submission of the 3rd Street Corridor Project for consideration for Community Project Funding/Congressionally Directed Spending. Design work commenced in 2009 and has been completed ensuring conformance with both the City of Highland and City of San Bernardino General Plan requirements. With the passage of the 2022 Omnibus Bill, \$3 Million was included for this project. While portions of the corridor have been upgraded in conjunction with recent development projects, this additional funding will seek to maximize upgrades along the balance of the segment.

Approval of the recommended action would authorize the Chief Executive Officer to execute necessary Master Agreements, Program Supplemental Agreements, and any other documents to facilitate compliance with Caltrans funding conditions. This action also enables IVDA to seek reimbursement of federal grant funds administered by Caltrans. Staff will bring separate actions related to procurement transactions, budget amendments, where applicable, to the Board for approval as part of future agenda items.

Staff recommends the IVDA Board approve the above recommended action.

**Attachments:**

1. Aerial Photo
2. Form of IVDA Resolution 2024-01
3. Form of Master Agreement



# INLAND VALLEY DEVELOPMENT AGENCY

3<sup>rd</sup> Street Corridor  
(between Victoria Ave. to Del Rosa Ave.)  
AERIAL EXHIBIT



Project limits ■



## **RESOLUTION NO. 2024-01**

**RESOLUTION OF THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) AUTHORIZING ELIGIBILITY TO RECEIVE FEDERAL AND/OR STATE FUNDING FOR CERTAIN TRANSPORTATION PROJECTS THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS); DELEGATING THE CHIEF EXECUTIVE OFFICER AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE ANY AGREEMENTS ON BEHALF OF THE AGENCY FOR THE 3<sup>RD</sup> STREET CORRIDOR IMPROVEMENT PROJECT**

**WHEREAS**, the Inland Valley Development Agency (“Agency”), is a regional joint powers authority established by the legislative bodies of the County of San Bernardino, the City of San Bernardino, the City of Loma Linda, and the City of Colton, (“IVDA Members”) pursuant to Government Code Section 6500 et seq. as a federal base reuse authority pursuant to the requirements of the Department of Defense (DOD) in the Base Realignment and Closure Act 1 (Public Law 100-526 or BRAC) for the express purposes of effectuating the conversion of the former Norton Air Force Base (NAFB) into civilian reuse and to own, operate and maintain a public airport and

**WHEREAS**, the Inland Valley Development Agency (“Agency”), is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation and

**WHEREAS**, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed and

**WHEREAS**, the Agency wishes to delegate authorization to execute these agreements and any amendments thereto to the Chief Executive Officer be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer

Agreements and any amendments thereto with California Department of Transportation.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE INLAND VALLEY DEVELOPMENT AGENCYAS FOLLOWS:

**SECTION 1.** Recitals set out above are true and correct and are incorporated herein by this reference.

**SECTION 2.** The Agency's Board hereby authorizes IVDA as eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation.

**SECTION 3.** The Agency's Board hereby delegates and authorizes the Chief Executive Officer to execute agreements, amendments, all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements thereto with California Department of Transportation.

**SECTION 4.** This Resolution shall become effective upon its adoption.

The foregoing Resolution was PASSED, APPROVED AND ADOPTED this 14<sup>th</sup> day of February, 2024 by the following vote:

**MOTION:**

**SECOND:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Phillip Dupper, Chairperson  
Inland Valley Development Agency

(Seal)  
Attest:

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Jennifer Farris, Clerk of the Board  
Inland Valley Development Agency

I, Jennifer Farris, Clerk of the Board of the Inland Valley Development Agency ("IVDA") do hereby certify that the foregoing Resolution No. 2024-01 was duly and regularly passed and adopted by the IVDA at a Regular meeting thereof, held on the 14<sup>th</sup> day of February, 2024, and that the foregoing is a full, true and correct copy of said Resolution and has not been amended or repealed.

(SEAL)

Attest:

By: \_\_\_\_\_  
Jennifer Farris, Clerk of the Board  
Inland Valley Development Agency



MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT  
FEDERAL-AID PROJECTS

08            Inland Valley Development Agency  
-----  
District      Administering Agency

Agreement No. 08-6505F15

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Inland Valley Development Agency, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification

Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).

3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide

design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY- approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS''&'E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the

PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

### ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

### ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).

2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.

3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM

SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.

8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits "&" Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).

10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach



this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

## ARTICLE V

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

#### ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that

PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By\_\_\_\_\_

\_\_\_\_\_  
Chief, Office of Project Management  
Oversight  
Division of Local Assistance

Date\_\_\_\_\_

Inland Valley Development Agency

By\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Inland Valley Development Agency  
Representative Name & Title  
(Authorized Governing Body  
Representative)

Date\_\_\_\_\_

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by

ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title

49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility



and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program ; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

## APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect

to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

### (GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) \*

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the

Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

#### APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil

#### APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*


That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964..

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 12</p> <p><b>PRESENTER:</b> Jeff Barrow, Director of Development</p>
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**SUBJECT: APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CORDOBA CORPORATION IN AN AMOUNT NOT TO EXCEED \$99,319 FOR ADDITIONAL SERVICES RELATED TO THE 3RD STREET CORRIDOR ROADWAY REHABILITATION PROJECT**

### **SUMMARY**

On February 9, 2023, the Inland Valley Development Agency (IVDA) entered into an agreement with Cordoba Corporation for \$270,047 for Professional Services for the 3rd Street Corridor Roadway Rehabilitation Project. An increase of \$99,319 is needed to continue these services.

### **RECOMMENDED ACTION(S)**

Approve Amendment No. 1 to the Professional Services Agreement with Cordoba Corporation to provide additional services in an additional amount not to exceed \$99,319; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None. Funding for Amendment No. 1 of this contract is included in the approved Fiscal Year 2023-2024 Budget in the Capital Projects Fund, Account DOT2401 - 3rd Str Improvement (DR to VA) in the amount of \$3,344,100 of which \$3,000,000 is available to fund Amendment No. 1.

PREPARED BY:	Issa Massou
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

On February 9, 2023, the Inland Valley Development Agency (IVDA) entered into an agreement with Cordoba Corporation for professional services to complete a final preparation of plans and specifications for the 3rd Street Corridor Roadway Rehabilitation Project. Additional services are necessary for the final design plan modifications that include drainage improvements, street improvements and right of way coordination. An increase of \$99,319 is needed to continue these services. The new adjusted agreement total would be \$369,366.

Staff recommends that the Board approve the above recommended action.

**Attachments:**

1. Amendment No. 1





**CORDOBA CORPORATION**

SACRAMENTO • SAN FRANCISCO • SAN RAMON • CHATSWORTH  
ONTARIO • LOS ANGELES • SANTA ANA • SAN DIEGO

February 2, 2024

Mr. Jeff Barrow  
Director of Development  
Inland Valley Development Agency (IVDA)  
San Bernardino International Airport Authority (SBIAA)  
1601 East 3<sup>rd</sup> Street, Suite 100  
San Bernardino, CA 92408

**Re: Scope of Work and Fee Proposal for 3<sup>rd</sup> Street Corridor Widening Project:  
Amendment No. 1 – Pre-Construction Activities including Final Bid Document**

Dear Mr. Barrow:

Cordoba Corporation (Cordoba) is pleased to present our Scope of Work and Fee Proposal for Amendment No. 1 of 3<sup>rd</sup> Street Corridor Widening Project from Del Rosa Drive to Victoria Avenue. The scope of work for this Amendment No. 1 will provide a pre-construction activities which include updated corridor improvement plans based on revised project limits of work. The amendment request includes the following:

- PSE coordination with others
- Final Bid Document of modified design plans
- Surveying
- Temporary Construction Easement plats and legal descriptions

As Project Manager, I would like to ensure my commitment to the Project. The effectiveness of our team is shown through the very active role our key staff is playing in the development of infrastructure programs at the San Bernardino International Airport.

We thank you for the opportunity and look forward to your approval. If you have any questions, please feel free to contact me at 714-308-7636 or via email [rramirez@cordobacorp.com](mailto:rramirez@cordobacorp.com).

Regards,

CORDOBA CORPORATION

Roberto Ramirez, P.E.  
Senior Project Manager



CORDOBA CORPORATION

**INLAND VALLEY DEVELOPMENT AGENCY (IVDA)**

## **Scope of Work**

THE PERFORMANCE OF PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE  
RELATED TO STREET INFRASTRUCTURE IMPROVEMENTS  
IN CITY OF SAN BERNARDINO AND CITY OF HIGHLAND

FOR

**3<sup>rd</sup> STREET CORRIDOR WIDENING PROJECT:  
DEL ROSA DRIVE TO VICTORIA AVENUE**

**AMENDMENT NO. 1:**

**Pre-Construction Services including Final PSE**

**February 2, 2024**

## **Contents**

- I. Project Description**
- II. Scope of Work**

## **PROJECT DESCRIPTION**

The Inland Valley Development Agency (IVDA) desires to provide roadway improvements to a portion of 3rd Street from Del Rosa Drive east to Victoria Avenue. IVDA has requested the design package for 3rd Street and 5th Street Roadway Infrastructure Improvements be separated just for the 3<sup>rd</sup> Street Corridor. The scope and fee proposal for Amendment No. 1 consist of pre-construction activities which will provide street improvement modifications from the full width corridor widening including revised storm drain system. The original scope was to update plans per the 2013 design and make changes based on existing street improvements completed after 2013. The draft final was updated and submitted to City Agencies for review and approval of the full width corridor improvements. However, IVDA has requested that the design plans be modified to have street improvements stay within right-of-way due to the amount of construction funding as part of the pre-construction phase.

## **SCOPE OF WORK (SOW)**

The Cordoba team's scope will include the following:

- Project management and coordination with IVDA, project team members, City Agencies, consultants and other stakeholders as identified by IVDA
- Update to plans, specifications, and estimate for the final Bid Document
- New and additional surveying
- Temporary Construction Easements (Plats & Legals)

The following sections provide the required tasks for the performance of this SOW. The SOW has been prepared by Cordoba Corporation (CONSULTANT) for IVDA/SBIAA. This scope is the basis of our labor/cost estimate.

## **Task 2      Data Collection**

### **Survey/Topography**

- Perform Storm Drain system as-built Field Survey between 3rd street and Harry Sheppard Blvd along Del Rosa Dr.
- Prepare Cad File and survey data of collected Storm drain system with reference to the centerline of Del Rosa Dr. Invert elevations and manhole rim elevations shall be provided to the Client in a cad file deliverable.
- Prepare AutoCAD DWG format surface file of the collected street cross section data for the project route between Del Rosa drive and Victoria Ave.
- Provide new DWG CAD file with surface model as requested by the Client

- Additional survey at southeast corner of 3rd Street/Leland Norton Way

### **ROW Valuation/Acquisition Services**

- **TCE:** Prepare a set of descriptions and plats for the proposed Temporary Construction Easement along the northerly side of Third Street.

## **Task 3 Plans, Specifications, and Estimate (Design)**

### **PS&E Coordination with Others**

CONSULTANT will continue to coordinate with design team, IVDA, and other stakeholders.

### **Plans, Specifications and Estimate**

CONSULTANT shall develop a Final Bid Document consisting of plans, specifications, and estimate consisting of detailed engineering layouts of the modified street improvement limits of work including all other applicable design elements associated with the bid package.

The total number of drawings impacted are 45 sheets The design plans impacted as part of the Amendment No. 1 effort include:


- Impacted Drawings:
  - Demolition (4 sheets)
  - Typical Sections (3 sheets)
  - Plan and Profile (10 sheets)
  - Driveway Profiles (2 sheets)
  - Off-site Improvements (4 sheets)
  - Drainage (4 sheets)
  - Signing/Striping (4 sheets)
  - Street Lighting (1 sheet)
  - Traffic Signal (3 sheets)
  - Utilities (10 sheets)

**INLAND VALLEY DEVELOPMENT AGENCY  
SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**



**3rd Street Corridor Improvements - Del Rosa Drive to Victoria Avenue  
SERVICES RELATED TO FINAL DESIGN AND PRE-CONSTRUCTION  
AMENDMENT NO. 1: LABOR & LEVEL OF EFFORT COST BREAKDOWN**

Prime Burdened Rates/Subconsultant Fees						Subconsultant Fees			TOTALS	
	\$239	\$172	\$199	\$146	\$80					
Staff/Title & Subconsultants	Project Manager	Senior Engineer (QA)	Project Engineer	CADD Designer	Project Administrator	KOA Corporation (Traffic Signals, Signing/Striping, Interconnect, Street Lighting)	Monument (Right of Way)	Transtech (Surveying/Mapping; Right of Way)	Prime Consultant Total Hours	Total Labor Cost
<b>Task 1 - Project Management &amp; Coordination</b>	0	0	0	0	0	\$0	\$0	\$0	0	\$0
Project Management/Quality Control									0	\$0
Document Control/Project Administration									0	\$0
<b>Task 2 - Data Collection</b>	6	0	0	24	0	\$0	\$0	\$27,150	30	\$32,088
Data Collection									0	\$0
Survey/Topography				24				\$19,350	24	\$22,854
ROW Valuation/Acquisition Services	6							\$7,800	6	\$9,234
<b>Task 3 - Plans, Specifications, &amp; Estimate (Design)</b>	48	20	88	184	24	\$0	\$0	\$0	364	\$61,208
PS&E Coordination with Others (City Agencies, EVWD)	48		8	24	24				104	\$18,488
Draft Final PS&E Submittal									0	\$0
Final and Approved PS&E		20	80	160					260	\$42,720
<b>LABOR SUBTOTALS</b>	<b>54</b>	<b>20</b>	<b>88</b>	<b>208</b>	<b>24</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,150</b>	<b>394</b>	<b>\$93,296</b>
<b>Other Direct Expenses</b>	<b>\$4,665</b>					<b>\$1,358</b>				<b>\$6,023</b>
<b>TOTAL PROJECT COST</b>										<b>\$99,319</b>

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> February 14, 2024</p> <p><b>ITEM NO:</b> 13</p> <p><b>PRESENTER:</b> Michael Burrows, Chief Executive Officer</p>
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**SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) THROUGH JUNE 30, 2024**

### **SUMMARY**

On December 9, 2015, the IVDA Board adopted a Strategic Plan. In 2020, the IVDA updated its Business plan, which identify key dates and deliverables in an effort to focus Inland Valley Development Agency (IVDA) Staff and resources to increase organizational and operational efficiencies and results.

### **RECOMMENDED ACTION(S)**

Review the Action Plan for the Inland Valley Development Agency through June 30, 2024.

### **FISCAL IMPACT**

None. The proposed plan identifies staff resources for which funding is included in the General Fund of the adopted Inland Valley Development Agency (IVDA) Budget for Fiscal Year 2023/24.

PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

The Action Plan identifies key dates and deliverables in an effort to focus Inland Valley Development Agency Staff and Resources to increase organizational and operational efficiencies.

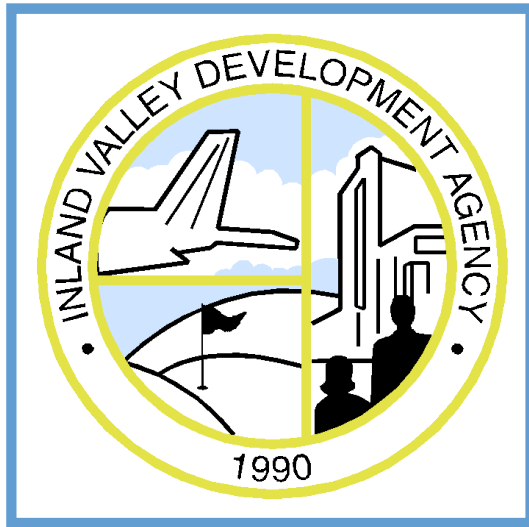
This status is offered for consideration and review. Updates and adjustments should be made, as appropriate, at each monthly interval.

For review and discussion.

**Attachments:**

1. IVDA Action Plan

# June, 2024– IVDA Focal Areas



JPA Obligations

UAS Center at SBD

Annual ROPS

Alliance-California  
Obligations

Northgate Development

Economic Development  
Programs

Inland Valley Infrastructure  
Corridor

Sterling Avenue

Grant Programs & Initiatives





## Action Plan for IVDA (06/30/24)

Month	Key Initiative	Key Resources	Completion Date
January, 2024	Sterling Avenue Grant, 3 <sup>rd</sup> & 5 <sup>th</sup> Street, Quarterly Financials	IVDA Board & Committee, CEO, General Counsel, Director of Finance, Staff	January 31, 2024
February, 2024	Annual Audit File Annual ROPS	IVDA Board & Committee, CEO, Director of Finance, Staff	February 28, 2024
March, 2024	Northgate Development Update	IVDA Board & Committee, CEO, Director of Finance, Staff	March 31, 2024
April, 2024	Economic Development Initiatives	IVDA Board & Committee, Project Manager; Director of Finance, Clerk of Board, Staff	April 30, 2024
May, 2024	Draft Annual Budget Preparation; Grant Initiatives	IVDA Board & Committee, CEO, Director of Finance, Staff	May 31, 2024
June, 2024	Adopt Annual Budget	IVDA Board & Committee, CEO, Director of Finance, Staff	June 30, 2024

# IVDA Action Plan – Implementation



February, 2024

Sub-Initiative Status:



Incomplete

In Process

Completed

Annual ROPS  
(County Oversight Board)

Grant Program Report &  
Initiatives

JPA and Interagency Revenues  
and Resources

Alliance-California Obligations  
Northgate Development

Economic & Community  
Development Initiatives

Inland Valley Infrastructure  
Corridor  
Sterling Avenue

Annual Business Plan  
Review

