INLAND VALLEY DEVELOPMENT AGENCY

REGULAR MEETING AGENDA WEDNESDAY, APRIL 10, 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. 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.
- 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

- a. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
 Property: APN 1192-211-01

 Negotiating Parties: Michael Burrows, IVDA Chief Executive Officer and Peter Mateo, Director
 Tribal Planning and Development, San Manuel Band of Mission Indians
 Under negotiations: Instructions will be given to the IVDA negotiator concerning availability of property, terms and price.
- b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
 Property: 105 North Leland Norton Way, San Bernardino, CA 92408
 Negotiating Parties: Michael Burrows, IVDA Chief Executive Officer and Eric Fletcher, Director, Legal and Corporate Affairs, Breeze Airways
 Under negotiations: Instructions will be given to the IVDA negotiator concerning availability of property, terms and price.

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 APRIL 10, 2024

[PRESENTER: Jillian Ubaldo, Deputy 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#: 013]

2b. INFORMATIONAL ITEMS - REPORT ON REDLANDS BICYCLE CLASSIC [PRESENTER: Catherine Pritchett, Director of Administration PAGE#: 014]

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.

REGISTER OF DEMANDS FOR FEBRUARY 2024
 [PRESENTER: Mark Cousineau, Director of Finance PAGE#: 015]

4. RECEIVE AND FILE CASH REPORT FOR FEBRUARY 29, 2024 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)

[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 020]

- 5. 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#: 023]
- 6. CONSIDER AND ADOPT RESOLUTION NO. 2024-03 OF THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) AMENDING ITS RECORDS RETENTION SCHEDULE AND AUTHORIZING DESTRUCTION OF CERTAIN AGENCY RECORDS

[PRESENTER: Jillian Ubaldo, Deputy Clerk of the Board PAGE#: 039]

APPROVE MEETING MINUTES: MARCH 13, 2024
 [PRESENTER: Jillian Ubaldo, Deputy Clerk of the Board PAGE#: 045]

I. BOARD ACTION ITEMS

- 8. CONSIDER AND DISCUSS A REPORT ON ALLIANCE CALIFORNIA [PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 052]
- CONSIDER AND DISCUSS OFFERING SPANISH TRANSLATION SERVICES AT IVDA BOARD MEETINGS ON A BY-REQUEST BASIS
 [PRESENTER: Michael Lewin, IVDA Legal Counsel PAGE#: 073]
- 10. CONSIDER AND DISCUSS A REPORT ON ECONOMIC DEVELOPMENT INITIATIVES [PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 075]
- 11. REVIEW STATUS OF THE ACTION PLAN FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) THROUGH JUNE 30, 2024 [PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 090]

II. 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.

III. 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, May 8, 2024.



DATE: April 10, 2024

ITEM NO: 1

PRESENTER: Jillian Ubaldo, Deputy Clerk of the Board

SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF APRIL 10, 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:	Jillian Ubaldo
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-subsidiary 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):

Agenda	Contractors/Tenants	Subcontractors/Subtenants	
<u>Item No.</u>			
5.	<u>Tactical Drone Concepts</u>	None.	
	Anthony DeMolina, CEO/Secretary/CFO		
6.	Gladwell Governmental Services	None.	
	Diane Gladwell, Owner		
8.	<u>Cal Interpreting & Translations</u>	None.	
	Igal Saidian, President/Partner		
	Hersel Saidian, Silent Partner		

Attachments:

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

- **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.

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

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- § 18438.5. Aggregated Contributions Under Section 84308.
- 4 For purposes of Section 84308:
- 5 (a) Notwithstanding the provisions of Regulation 18215.1, to determine whether a
- 6 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
- 8 defined in subdivision (b) below), shall be aggregated and treated as if received from the party
- 9 for purposes of the limitations and disclosure provisions of Section 84308.
- 10 (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.
- 13 (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:
- 17 (A) One business entity has a controlling ownership interest in the other business entity.
- 18 (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:
- 20 (i) The same person or substantially the same person owns and manages the two entities;
- 21 (ii) There are common or commingled funds or assets;
- 22 (iii) The business entities share the use of the same offices or employees, or otherwise
- 23 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).
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23	



DATE: April 10, 2024

ITEM NO: 2a

PRESENTER: Michael Burrows, Chief Executive Officer

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.



DATE: April 10, 2024

ITEM NO: 2b

PRESENTER: Catherine Pritchett, Director of Administration

SUBJECT: INFORMATIONAL ITEMS - REPORT ON REDLANDS BICYCLE CLASSIC

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.



DATE: April 10, 2024

ITEM NO: 3

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: REGISTER OF DEMANDS FOR FEBRUARY 2024

SUMMARY

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

RECOMMENDED ACTION(S)

Receive for information.

FISCAL IMPACT

Disbursements for amounts due in March 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 March 2024 amount to \$314,678.00 that include the following.

- Professional Services: California Strategies & Advocacy LLC; D&A Consulting; Desmond & Louis Inc.; Gladwell Government Services Inc.; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mirau Edwards Cannon Lewin & Tooke LLP; Product Research Gear LLC; Robert E McGraw; Rogers, Anderson, Malody & Scott LLP, RSG, Terry Parisher; Tom Dodson & Associates, and Zenaida Global were paid \$106,877.10.
- Capital Projects Cost: None.
- 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 \$70,900.30
- Employees Benefits: American Fidelity Assurance Company, Fidelity Security Life
 Insurance Co., Health Net of California Inc., Metropolitan Life Insurance Co., Texas Life
 Insurance Co., and United World Life Insurance Co. were paid \$73,427.68.

Attachments:

- 1. Register of Demands for the April 10, 2024, Board Meeting.
- 2. Visa Breakdown February 2024.

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

Line	Company Name	Description	Amount
1	Accurate First Aid Services LLC	First aid supplies	156.60
2	ADT LLC	Fire and burglar alarm monitoring	313.94
3	Alsco Inc.	Mat maintenance	645.40
4	Amazon Capital Services Inc.	Office supplies and equipment	136.50
5	American Fidelity Assurance Company	Employee supplemental benefits	7,030.42
6	Belico Details	Security vehicle wash and detailing	200.00
	Board Members	Directors fees	1,225.00
7	Burrtec Waste Industries Inc.	Refuse	977.19
8	C & A Janitorial Services	Janitorial services	17,112.25
9	Cal Interpreting & Translations	Spanish interpretation services for board meetings	2,278.00
10	California Strategies & Advocacy LLC	Professional lobbying and related consulting services	5,000.00
11	Catherine Pritchett	Travel to D.C.	335.00
12	CDW - Government Inc.	IT equipment	704.68
13	CED-Consolidated Electrical Distributors	Electrical supplies	410.51
14	City of SB Water Department	Water and sewer services	33,710.33
15	Control Air Enterprises LLC	Heat pump trouble shooting for Building 48	950.00
16	D&A Consulting	Professional services - UAS Center drone standards development	2,100.00
17	Desmond & Louis Inc.	Professional event services agreement for marketing and media	8,000.00
18	Eagle Graphics LLC	Employee credit incentive for SBD online apparel store	12.80
19	Encore Lighting Inc.	Lighting supplies	2,414.52
20	Event Design Lab	Live streaming services for meeting	
21	Ewing Irrigation Products Inc.	Landscape and irrigation supplies	
22	Fidelity Security Life Insurance Co	Employee group benefits-flexible spending accounts 3,4	
23	Fifth Asset, Inc. DBA Debt Book	Lease software subscription	11,000.00
24	Forvis, LLP	Software implementation	6,382.75
25	Gladwell Governmental Services Inc.	Records retention legal review, update, and advice	250.00
26	Grainger	Maintenance and supplies for DFAS I	512.33
27	Health Net of California Inc.	Employee group benefits - medical	29,429.25
28	Hernandez, Kroone & Associates Inc.	Professional services to provide civil engineering and survey	21,933.00
29	Imagine Systems Inc.	services IT consulting services	8,234.76
	Inmark / Precision Signs	Board room name plates for new members / staff	27.46
	Innovative Federal Strategies LLC	Federal legislative advocacy services	5,000.00
	Metropolitan Life Insurance Co	Employee group benefits - dental	8,306.90
	Michael Burrows	Employee expense reimbursement - travel to D.C.	335.00
34	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	9,993.75
35	Product Research Gear LLC	Professional services to provide consulting for UAS Center on 7,408.52	
	Quench USA, Inc.	drone emergency response Water purification system for Building 48	465.46
	Robert E Mc Graw	Professional services to provide appraisal services for DFAS	4,000.00
	Rogers, Anderson, Malody & Scott LLP	Professional services to provide appraisal services for DFAS Professional services for 2022/23 audit	1,540.00

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

Line	Company Name	Description	Amount
39	RSG	Professional services - continuing disclosure and consulting	5,502.50
40	Sage Intacct Inc	Employee user licenses 10-pack	1,260.00
41	Servpro of South Redlands/Yucaipa	Particulate testing for records room	1,695.00
42	Southern California Edison	Electricity	25,168.24
43	Tactical Drone Concepts	Professional services to provide consulting and training for San Bernardino County Department of Public Works	2,460.00
44	Terry Parisher	Professional services to provide consulting to UAS Center on drone policy creation for public and private entities	8,525.23
45	Texas Life Insurance Company	Group benefits - additional life insurance	6,553.60
46	The Gas Company	Gas	7,716.32
47	Tom Dodson & Associates	Professional services for environmental services	9,510.00
48	Toshiba Business Solutions	Maintenance for office equipment for Building 48	382.98
49	United World Life Insurance Co	Employee group benefits - life insurance	18,687.75
50	Utility Telecom Group LLC	Ethernet and phone services for Building 48	1,914.40
51	Verizon Wireless	Wireless monthly service and equipment purchases	1,413.82
52	Visa	Office supplies and other misc. charges	10,496.75
53	Western Exterminator Company	Pest control	281.39
54	Zenaida Global	Professional consulting services - UAS Center at SBD	9,879.34
			314,678.00

VISA Breakdown February 2024 IVDA

Line	Description	Vendor	Dept.	Amount
1	Webinar for Properties & Development	CMAASC	Development	85.00
2	Monthly subscription fee for financial software	Intuit QuickBooks	Finance	799.75
3	Financial subscription	Government Finance Office	Finance	199.00
4	Checks for AP	Safeguard Business	Finance	314.08
5	Secure HR fax line	Interfax	HR	9.50
	HR Zoom line	Zoom	HR	172.29
7	Computer privacy screens	Amazon	HR	65.24
8	Canva annual membership	Canva	HR	119.99
9	Cal Chamber annual membership	Cal Chamber	HR	699.00
10	Workplace brochures	Cal Chamber	HR	104.23
11	Parking fee for PARMA Conference	Renaissance Esmerelda Indian Wells	HR	18.00
12	Lodging for PARMA Conference - A. Setian	Marriott	HR	419.53
13	Building 58 parking lot lamps	Home Depot	Maintenance	1,275.31
	DFAS I glass replacement	The Glass Guru	Maintenance	648.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	(175.00)
_	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
	Drone Pilot Certification Exam	PSI Services	UAS	175.00
29	Drone Pilot Certification Exam	PSI Services	UAS	175.00
30	Lodging for J.Ramos for Inspired Flight Demo	Residence Inn	UAS	512.38
31	Hospitality for UAVSI CA Chapter meeting	Oscar's Mexican Food	UAS	221.94
	Airfare for Inland Action Legislation meeting in DC	i	Admin	862.55
32	M. Burrows	Officed	Admin	802.55
33	Lunch for Breeze executives in Phoenix	Panera Bread	Admin	36.91
	Office supplies	Staples	Admin	106.95
	Storage shelving for Blg 48 mech room	John Sells Stuff	Admin	435.00
	Airfaire for Inland Action Legistation meeting in DC		Admin	863.33
	- C.Pritchett		7.0	000.00
37	Seat change for flight - C. Pritchett	United	Admin	22.00
	Seat change for flight - C. Pritchett	United	Admin	30.00
	Seat change for flight - C. Pritchett	United	Admin	30.00
	Seat change for flight - C. Pritchett	United	Admin	28.00
41	Company conference phone line	Free Conference Call	Admin	10.00
	Document recording	San Bernardino County	Admin	54.00
	Hospitality for department performance meetings	Panera Bread	Admin	79.77
73	riospitanty for department performance meetings	Talleta Bread	/ Commi	73.77
				\$ 10,496.75
	VISA Statement Balance			\$ 10,496.75
	Date Prepared: 03/28/2024			



DATE: April 10, 2024

ITEM NO: 4

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE AND FILE CASH REPORT FOR FEBRUARY 29, 2024 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 February 29, 2024 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 February 29, 2024, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$34,228,598.98 on February 29, 2024. Banks' statements reflect \$34,286,435.56. The difference in totals is due to the outstanding checks on February 29, 2024.

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

Attachments:

1. Cash Report for February 29, 2024.

Inland Valley Development Agency Cash Report February 29, 2024

IVDA JPA CASH

<u>Cash</u>	Balance 01/31/24	Activities	Balance 02/29/24
MMKT/ Savings Account - CHASE Bank	3,081,540.12	(499,887.98)	2,581,652.14
Checking Account - CHASE Bank Deposits In Transit:	2,565,155.45	(664,766.28)	1,900,389.17
Beginning	: #	-	-
Ending Outstanding Checks:		15,194.31	15,194.31
Beginning	(21,858.29)	21,858.29	
Ending	· · · · · · · · · · · · · · · · · · ·	(73,030.89)	(73,030.89)
Payroll Account - CHASE Bank Outstanding Checks:	37,622.40	(36,677.03)	945.37
Beginning	(36,662.92)	36,662.92	-
Ending	=	=	=3
BRORF Account - CHASE Bank	3,805,334.25	150.08	3,805,484.33
Cash with Fiscal Agent- MECLT Trust	276,835.99	252,480.79	529,316.78
Subtotal	9,707,967.00	(948,015.79)	8,759,951.21
Investments			
Local Agency Investment Funds - Regular Account	70.000.00		
Local Agency Investment Funds - Regular Account	78,362.02 125,550.48	-	78,362.02 125,550.48
	Al	- -	125,550.46
Total	203,912.50	120	203,912.50
Subtotal JPA Cash & Investments	9,911,879.50	(948,015.79)	8,963,863.71
IVDA SUCCES	SSOR AGENCY CAS	<u>н</u>	
RORF Account -CHASE Bank	8,615,779.04	(8,322,764.33)	293,014.71
Investments Held With Fiscal Agent			
Special Fund - US Bank - 2014 series	24.37	8,322,764.33	8,322,788.70
Interest Account - US Bank - 2014 series	0.01	-	0.01
Reserve Account- US Bank - 2014 series	16,648,786.46	70.71	16,648,857.17
Principal Account - US Bank- 2014 series	2	8=	_
2011 Project Fund - US Bank - 2014 series	74.68		74.68
2.1	11-11-11-11-11-11-11-11-11-11-11-11-11-		
Subtotal SA Cash & Investments	25,264,664.56	70.71	25,264,735.27
Total Cash and Investments	\$ 35,176,544.06	(947,945.08) \$	34,228,598.98
			,===,===

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 Devlopment Agency's Investment policy. IVDA shall be able to meet it's expenditure requirment for next six month.

Mark Co. Cousine

Mark Cousineau, Director of Finance



DATE: April 10, 2024

ITEM NO: 5

PRESENTER: Michael Burrows, Chief Executive Officer

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 (SBCSS). The proposed ratification action is necessary, as SBCSS has requested additional training in May & June. Under the terms of the agreement with Tactical Drone Concepts, revenues for training services are split 50/50 with the UAS Center at SBD based on actual students trained.

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None. Funding for these services was included in the approved Inland Valley Development Agency (IVDA) Fiscal Year 2023-24 budget in the UAS Center Fund, Account 50945 - Professional Services-Training in the amount of \$125,000 of which \$37,500 is 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 (SBCSS). The proposed ratification action is necessary, as SBCSS has requested additional training in May & June. 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 based on actual students trained.

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 confirm scheduling with SBCSS for the training services requested.

Based on past experience running the SBCSS ROP drone training program, we anticipate that at least 15 students will complete the program successfully, generating \$45,000 of revenue and, after payment to Tactical Drone Concepts LLC, netting the UAS Center at SBD at least \$22,500. In the event additional students participate, net revenue to the UAS Center at SBD will increase commensurately.

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 May to June 2024 ROP Drone Training)

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into as of March 26, 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. <u>SUPERVISION OF CONSULTANT</u>. 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. <u>TERM OF AGREEMENT</u>. The term of this Agreement shall commence on the date first appearing in this Agreement and shall automatically terminate on **June 29, 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. <u>CONSULTANT SCOPE OF SERVICES</u>. 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.
- 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. <u>INDEMNIFICATION</u>. 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. <u>INSURANCE</u>. 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) <u>Workers' Compensation Insurance</u>. 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) <u>Automobile Insurance</u>. 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) <u>Certificate Holder.</u> 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.
- 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. <u>DEFAULT AND REMEDIES</u>.

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 (3rd) 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. <u>FINGERPRINTS AND TUBERCULOSIS TEST PRIOR TO COMPLETION OF SERVICES.</u>
 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. <u>COMPLIANCE WITH LAW</u>. 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 of 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. <u>SUBCONTRACTORS AND/OR SUBCONSULTANTS</u>. 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:



- 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.
- CONFLICT OF INTEREST IVDA REPRESENTATIVES. Consultant acknowledges that 18. 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:

(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:

(initial here)

20. <u>FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS</u>. 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:



21. <u>CONSULTANT INTERESTS ADVERSE TO THE IVDA</u>. 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. <u>SEVERABILITY</u>. 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. <u>ENTIRE AGREEMENT</u>. 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. <u>AMENDMENT OR MODIFICATION</u>. 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. <u>GOVERNING LAW</u>. 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. <u>NON-WAIVER</u>. 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. <u>CAPTIONS</u>. 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. <u>ASSIGNMENT</u>. This Agreement may not be assigned by the Consultant without the prior written consent of the IVDA.
- 29. <u>REPRESENTATIONS OF PERSONS EXECUTING AGREEMENT</u>. 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. <u>EXECUTION IN COUNTERPARTS</u>. This Agreement may be executed in one or more counterparts, each of which will constitute an original.
- 31. <u>EFFECTIVENESS OF AGREEMENT AS TO THE IVDA</u>. 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. <u>NON-EXCLUSIVITY</u>. 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]
///	

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: 03/27/24	Inland Valley Development Agency, a joint powers authority	
	By: Michael Burrows, Chief Executive Officer	
ATTEST: SIGNED BY DEPTY CET Jennifer Farris, Clerk of the Board 04-	JILLIAN UBALDO, ZIL OF THE BOARD. OI - 2024	
Approved as to form and legal content:		
Mirau, Edwards, Cannon, Lewin & Tooke, LLP A Professional Corporation		
Michael Lewin		
Dated: 3/21/2024	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 (May 2024 dates to be specified): 6:00 pm – 9:00 pm Two in-person sessions (May 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 (June 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

IVDA Staff:

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



TO: Inland Valley Development Agency Board

DATE: April 10, 2024

ITEM NO: 6

PRESENTER: Jillian Ubaldo, Deputy Clerk of the Board

SUBJECT: CONSIDER AND ADOPT RESOLUTION NO. 2024-03 OF THE INLAND VALLEY

DEVELOPMENT AGENCY (IVDA) AMENDING ITS RECORDS RETENTION SCHEDULE

AND AUTHORIZING DESTRUCTION OF CERTAIN AGENCY RECORDS

SUMMARY

Approval of this item will allow staff to amend the agency-wide records retention schedule and authorize destruction of certain Agency records. The adoption of the Amended retention schedule will result in efficiency gains and cost savings.

RECOMMENDED ACTION(S)

Adopt Resolution No. 2024-03 of the Inland Valley Development Agency (IVDA) amending the Records Retention Schedule and authorizing destruction of certain Agency records.

FISCAL IMPACT

None. There is no fiscal impact in the adoption of Resolution 2024-03. Funding for records destruction activities is included in the approved Fiscal Year 2023-2024 Budget in the General fund in various accounts.

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

BACKGROUND INFORMATION

In February 2014, the Inland Valley Development Agency (IVDA) selected Gladwell Governmental Services, Inc. (GGS), an expert in local government records, to upgrade its records management program. The purpose of the program is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation, and disposal of all records managed by the Agency. The Records Retention Schedule is a written policy that guides the records management program and must be updated regularly to keep up with rapidly progressing technology, current best practices, and changing legislation.

Since 2014, staff and GGS have conducted regular updates of the records retention schedule, written interactively with representatives from all departments. The updates ensure the Agency is in compliance with changes in Federal, State, and Local law.

From August 2023 to March 2024, staff conducted an agency-wide review of records for their retention with all departments and GGS. As a result of the review, GGS recommended that the Agency amend its retention schedules to update certain records of legal citations and clarify records descriptions.

Maintaining an updated record retention schedule is crucial and can help reduce current and future records storage costs, eliminate duplication of records, increase efficiency, implement current technology, and comply with changes in the law. The adoption of the amended Records Retention Schedule will better ensure proper protection and management of The IVDA's records.

Staff recommends the Board approve the above recommended action.

Attachments:

1. IVDA Board Resolution 2024-03

RESOLUTION NO. 2024-03

RESOLUTION OF THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) AMENDING ITS RECORDS RETENTION SCHEDULE AND AUTHORIZING DESTRUCTION OF CERTAIN AGENCY RECORDS

WHEREAS, the Inland Valley Development Agency ("IVDA") 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 maintenance of numerous records is costly, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the Inland Valley Development Agency ("IVDA"); and

WHEREAS, the IVDA Board wishes to improve efficiency and effectiveness;

WHEREAS, on March 9, 2016, the Inland Valley Development Agency "IVDA" Board approved Resolution 2016-01 formally adopting the IVDA Records Retention Schedule and

WHEREAS, on March 10, 2021, the Inland Valley Development Agency "IVDA" Board approved Resolution 2021-01 formally adopting the amendment of the IVDA Records Retention Schedule; and

WHEREAS, on March 9, 2022, the Inland Valley Development Agency "IVDA" Board approved Resolution 2022-02 formally adopting an amendment of the IVDA Records Retention Schedule; and

WHEREAS, on April 12, 2023, the IVDA Board approved Resolution 2023-01 formally adopting an amendment of the IVDA Records Retention Schedule; and

WHEREAS, the IVDA Board deems it reasonable and appropriate to consider and adopt Resolution 2024-03, further updating the IVDA Records Retention Schedule to be in compliance with all current laws and standard day-to-day business practices.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE INLAND VALLEY DEVELOPMENT AGENCY AS FOLLOWS:

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

SECTION 2. Destruction Authorization. The records of the IVDA, as set forth in the Records Retention Schedule, Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the Clerk of the Board, without further action by the IVDA Board.

SECTION 3. Updates to the Retention Schedule: With the consent of the Clerk of the Board, Chief Executive Officer, and Agency Counsel, minor updates are hereby authorized to be made to the Records Retention Schedule without further action by the IVDA Board. Minor updates include changes in Department or Division names, improvements in descriptions, changes in comments, deleting records series that are no longer applicable, and/or what is scanned. Changes in the Total Retention and/or adding a new records series must be presented to the IVDA Board for consideration.

SECTION 4. Definitions: The term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

<u>SECTION 5</u> <u>Responsibility</u>: The Clerk of the Board shall certify the passage and adoption of this resolution and file it with all original resolutions.

SECTION 6. Effective Date. This Resolution shall take effect upon the date of its adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this 10 th day of April, 2024. MOTION:
SECOND:
AYES:
NOES:
ABSENT:
ABSTAIN:
Phillip Dupper, Chair Inland Valley Development Agency
(SEAL)
Attest:
Jillian Ubaldo, Deputy Clerk of the Board Inland Valley Development Agency
I, Jillian Ubaldo, Deputy Clerk of the Board of the Inland Valley Development Agency (IVDA) do hereby certify that the foregoing Resolution No. 2024-03 was duly and regularly passed and adopted by the IVDA governing Board at a Regular meeting thereof, held on the 10 th day of April 2024, and that the foregoing is a full, true and correct copy of said Resolution and has no been amended or repealed.
(SEAL)
Attest:
Jillian Ubaldo, Deputy Clerk of the Board Inland Valley Development Agency

EXHIBIT "A"

Amended Records Retention Schedule

Please contact Clerk of the Board's Office to view the Records Retention Schedule



TO: Inland Valley Development Agency Board

DATE: April 10, 2024

ITEM NO: 7

PRESENTER: Jillian Ubaldo, Deputy Clerk of the Board

SUBJECT: APPROVE MEETING MINUTES: MARCH 13, 2024

SUMMARY

Submitted for consideration and approval by the Inland Valley Development Agency (IVDA) Board: Meeting minutes of the regular meeting held Wednesday, March 13, 2024.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held Wednesday, March 13, 2024.

FISCAL IMPACT

None.

Prepared By:	Jillian Ubaldo
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

None.

Attachments:

1. March 13, 2024 minutes

INLAND VALLEY DEVELOPMENT AGENCY

REGULAR MEETING BOARD ACTIONS WEDNESDAY, MARCH 13, 2024

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, Vice-Chairperson	Present			
Councilmember John Echevarria	Present			
VACANT				
City of Loma Linda				
Mayor Phillip Dupper, Chairperson	Present			
Councilmember Rhodes Rigsby	Absent			
Councilmember John Lenart (alt)	Absent			
County of San Bernardino				
Supervisor Joe Baca, Jr., Secretary	Present			
Supervisor Jesse Armendarez	Present			
Supervisor Dawn Rowe (alt)	Absent			
City of San Bernardino				
Mayor Helen Tran	Present			
Councilmember Juan Figueroa	Absent			
Councilmember Sandra Ibarra	Absent			
Mayor Pro Tem Fred Shorett (alt)	Present (arrived at 5:03 p.m.)			
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	Myriam Beltran, Manager of Planning and Programs			
Mark Gibbs, Director of Aviation	Jillian Ubaldo, Deputy Clerk of the Board			

The Regular Meeting of the Inland Valley Development Agency Board was called to order by Chairperson Phillip Dupper at approximately 5:00 P.M. on Wednesday, March 13, 2024, 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 Mayor Frank Navarro in the Pledge of Allegiance.

B. **CLOSED SESSION PUBLIC COMMENT**

There were no closed session public comments.

C. CLOSED SESSION

There were no closed session items listed on the agenda.

D. REPORT ON CLOSED SESSION

There were no closed session items to report on.

E. ITEMS TO BE ADDED OR DELETED

There were no items to be added or deleted.

F. CONFLICT OF INTEREST DISCLOSURE

1. Chairperson Phillip Dupper 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 Sterling Avenue Project
- 2a. Ms. Catherine Pritchett, Director of Administration, welcomed back Deputy Clerk of the Board, Jillian Ubaldo to the IVDA/SBIAA team.
- 2b. Mr. Michael Burrows, Chief Executive Officer, provided an update on the Sterling Avenue EDA Grant Project.

H. **BOARD CONSENT ITEMS**

- 3. Receive Register of Demands for February 2024
- 4. Receive and file Cash Report for January 31, 2024, for the Inland Valley Development Agency (IVDA)
- 5. Approve Meeting Minutes: February 14, 2024

ACTION: Approve Agenda Item Nos. 3–5 of the Consent Calendar.

RESULT: ADOPTED MOTION/SECOND: Navarro / Tran

AYES: Armendarez, Baca, Dupper, Echevarria, Navarro, Shorett, and Tran

NAYS: None ABSTENTIONS: None ABSENT: None

I. BOARD ACTION ITEMS

6. Receive and file the Annual Independent Audit Report of the Inland Valley Development Agency (IVDA) for the Fiscal Year Ended June 30, 2023

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

Ms. Veronica Hernandez and Mr. Brad Welebir of Rogers, Anderson, Malody & Scott, LLP, provided a Powerpoint presentation of the Audit findings.

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

ACTION:

Receive and file the annual independent audit report of the Inland Valley Development Agency (IVDA) for Fiscal Year ended June 30, 2023; and approve the submittal of these reports to the appropriate agencies.

7. Adopt Resolution No. 2024–02 of the Inland Valley Development Agency (IVDA) Updating the California Governor's Office of Emergency Services Form 130 – Designation of Applicant's Agent Resolution

Ms. Catherine Pritchett, Director of Administration, provided a brief overview of the need for adoption of Resolution No. 2024-02 in the event of a declared emergency.

ACTION:

Consider and adopt Resolution No. 2024–02 updating the Governor's Office of Emergency Services Form 130.

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Shorett / Tran

AYES: Armendarez, Baca, Dupper, Echevarria, Navarro, Shorett, and Tran

NAYS: None ABSTENTIONS: None ABSENT: None

8. Approve Award of Contract to Tom Dodson & Associates in an amount not to exceed \$132,811.25 for the Preparation of Environmental Documents as Required for the Inland Valley Infrastructure Cooridor

Ms. Myriam Beltran, Manager of Planning and Programs, provided an overview of the project and referenced a site map on the overhead entitled 'Inland Valley Infrastructure Corridor' (as contained on pages 96-102 in the Agenda Packet.)

Tom and Kaitlyn, of Tom Dodson & Associates, were in attendance and available for any questions.

Mr. Michael Burrows provided clarification to Member Navarro's inquiry as to when public outreach would be conducted for the project and the timeline for completion.

ACTION: Approve an award of contract to Tom Dodson & Associates in an amount not to exceed

\$132,811.25 for the preparation of environmental documents as required for the Inland Valley

Infrastructure Cooridor.

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Baca / Tran

AYES: Armendarez, Baca, Dupper, Echevarria, Navarro, Shorett, and Tran

NAYS: None
ABSTENTIONS: None
ABSENT: None

9. Review Status of the Action Plan for the Inland Valley Development Agency (IVDA) through June 30, 2024

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "June 30, 2024-IVDA Focal Areas" (as contained on page 103 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 June 30, 2024.

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

There were no Board Member comments.

M. **ADJOURNMENT**

There being no further business before the Board at this session, Chairperson Phillip Dupper declared the meeting adjourned at 5:13 P.M.

Approved at a Regular Meeting of the Inland Valley Development Agency Board on April 10, 2024.

Jillian Ubaldo Deputy Clerk of the Board



TO: Inland Valley Development Agency Board

DATE: April 10, 2024

ITEM NO: 8

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: CONSIDER AND DISCUSS A REPORT ON ALLIANCE CALIFORNIA

SUMMARY

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

RECOMMENDED ACTION(S)

Consider and discuss a report on Alliance California.

FISCAL IMPACT

None. For consideration and discussion.

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

BACKGROUND INFORMATION

Since 2002, the Inland Valley Development Agency (IVDA) and Hillwood have enjoyed a successful public-private partnership. After twenty-two years, Alliance California has seen significant growth as well as substantial infrastructure and development activity at the former Norton Air Force Base.

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

Attachments:

1. PowerPoint Presentation.

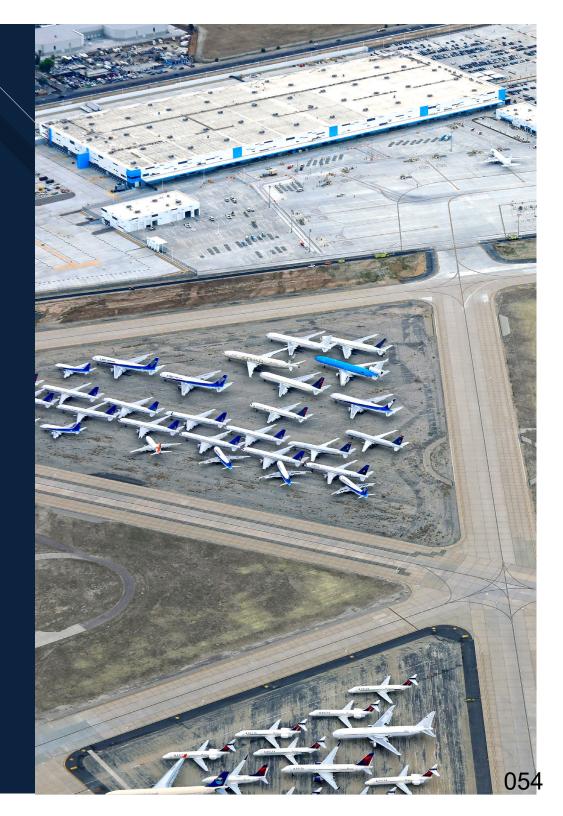


BUILDING EXCELLENCE

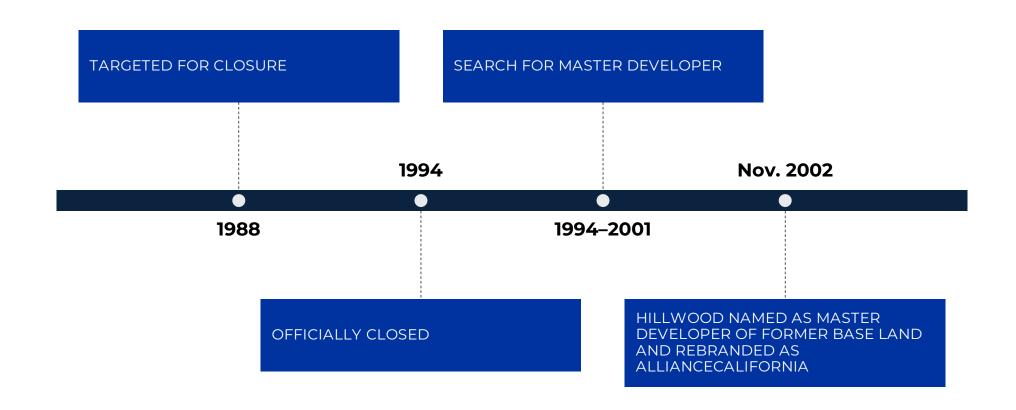
APRIL 10, 2024

PREPARED FOR:

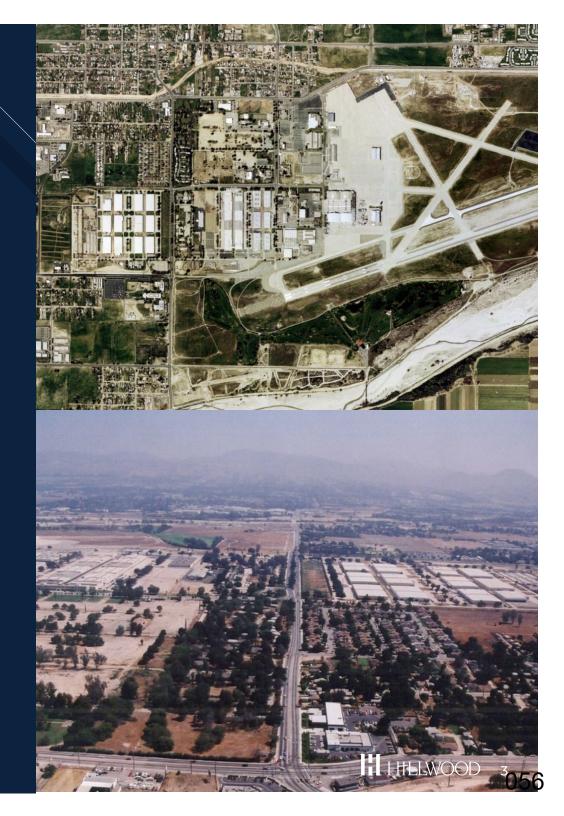


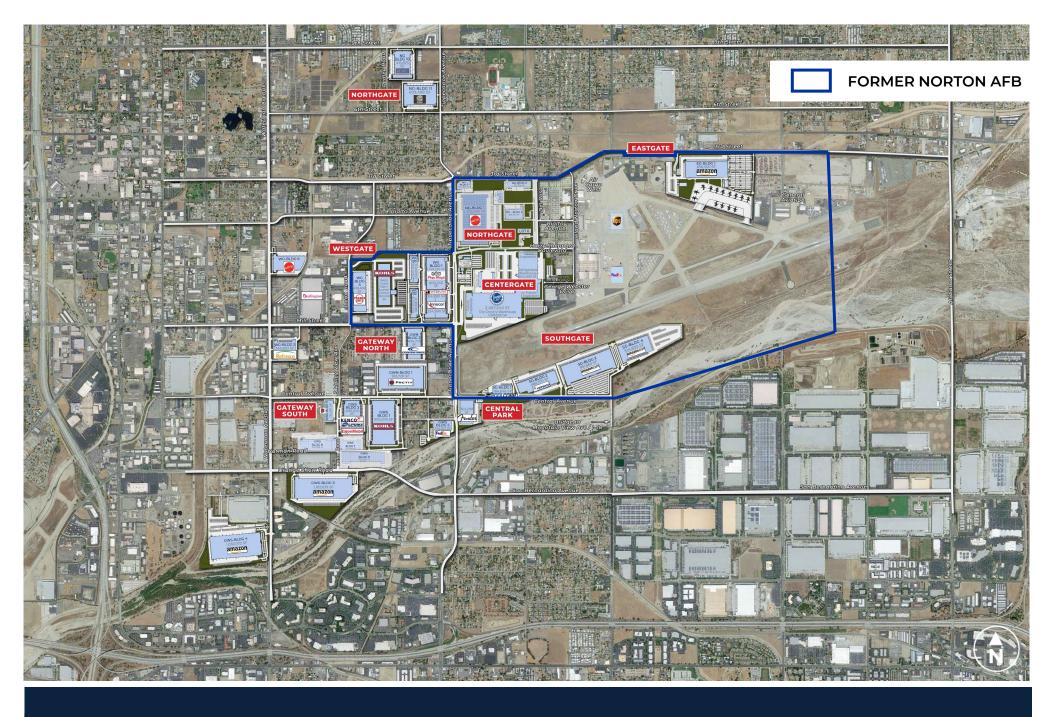


TIMELINE FOR NORTON AFB

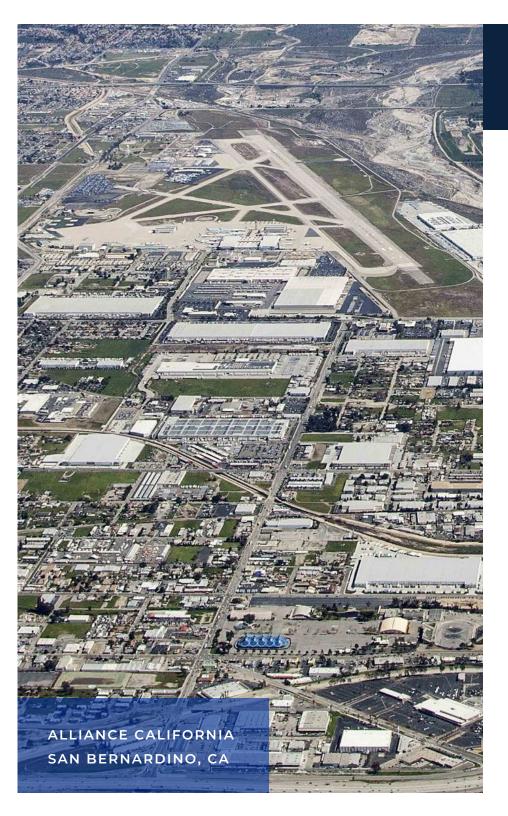


NORTON AFB 2002





NORTON AFB – ALLIANCE CALIFORNIA 2022



2002 ORIGINALLY STATED GOALS

GOAL #1



Change the Landscape

GOAL #2



Increase the Tax Base

GOAL #3



Bring Jobs Back to the Former Base and Community

GOAL #1: CHANGE THE LANDSCAPE

DEMOLITION

Over 4.2M SF of 1940's buildings abated and demolished since 2002.

NEW BUILDINGS

AllianceCalifornia boasts 16.2M SF of development to date and has an additional 0.9M SF planned

GOAL #2: INCREASE TAX BASE

AMAZON AIR CARGO	\$135M
AMAZON.COM	\$80M
AMAZON.COM	\$60M
AMAZON.COM	\$40M
COTT	\$20M
KOHLER	\$30M
KOHL'S	\$40M
KOHL'S.COM	\$60M
GATEWAY SOUTH 4	\$80M
MATTEL	\$45M
MEDLINE	\$20M
MULTIQUIP	\$15M
PACIFIC MOUNTAIN LOGISTICS	\$15M
PACTIVE	\$40M
PEP BOYS/ODW/INTERLINE	\$40M
PEPSI/QUAKER	\$25M
POOLCORP/FENDER	\$15M
STATER BROS.	\$250M
TRADER JOE'S	\$30M
GATEWAY SOUTH 7	\$66M
GATEWAY SOUTH 8	\$90M

HILLWOOD 7060

GOAL #3: BRING JOBS BACK

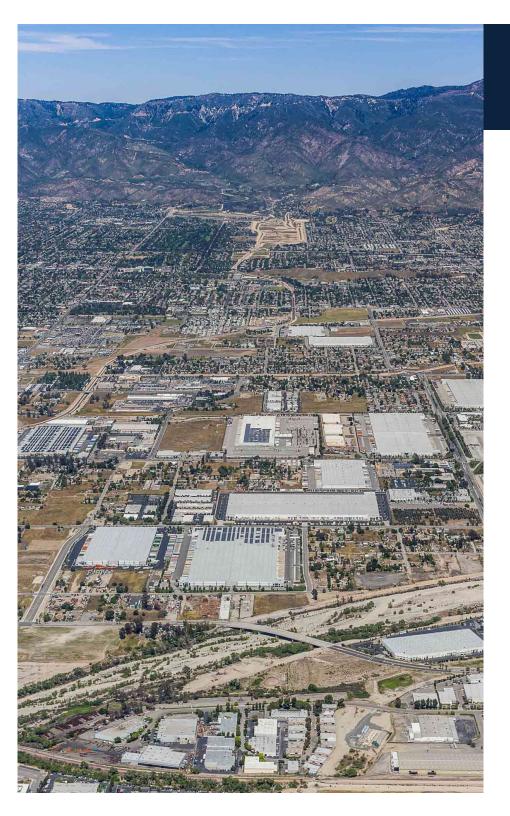
TOTAL JOBS: 13,010 (EST.)

TOTAL INCLUDING CONSTRUCTION (EST): 14,960

AMAZON.COM	2,500
AMAZON.COM	400
AMAZON.COM (GWS3)	2,000
AMAZON AIR	2,500
COTT	100
FENDER	75
INTERLINE	50
KOHLER	50
KOHL'S	300
KOHL'S.COM	1,500
LEGGETT & PLATT	50
MATTEL	200
MEDLINE	80
MULTIQUIP	50
ODW	80
PACIFIC MOUNTAIN LOGISTICS	50
PACTIVE	200
PEP BOYS	250
PEPSI	100
POOLCORP	75
ROYAL APPLIANCE TTI	50
STATER BROS.	2,000
TRADER JOE'S	300
FEDEX	50

^{*}Does not include airport jobs or remaining build-out of AllianceCalifornia





TOTAL PRIVATE INVESTMENT

HILLWOOD DEALS TO DATE	\$1.1B
STATER BROS.	\$250M
HILLWOOD INFRASTRUCTURE SPENDING	\$106M
HILLWOOD LAND (Around former airbase – 417 acres)	\$65M
HILLWOOD BUILDING ACQUISITIONS	\$22M
OTHER INVESTMENTS – (Pursuit related)	\$13M
TOTAL	\$1.4B

ECONOMIC IMPACT

\$26,640,766

Fee revenues to the city (over and above normal taxes)

\$9,702,000

Direct payments to the city schools (over and above normal taxes)

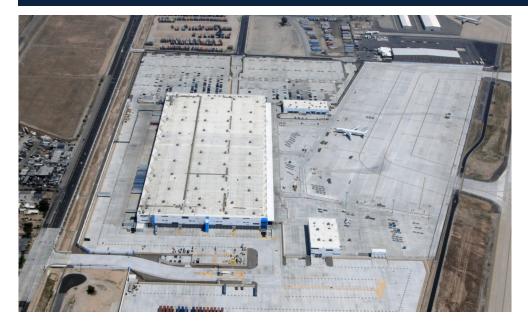
ECONOMIC MULTIPLIER EFFECT IN PRIVATE INVESTMENT

\$1.46B x 2.5 = Total Economic Impact

\$3,650,000,000

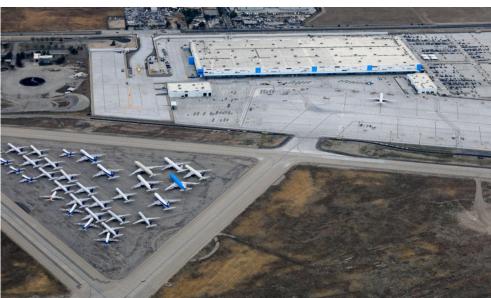


EASTGATE 1 – AMAZON AIR CARGO





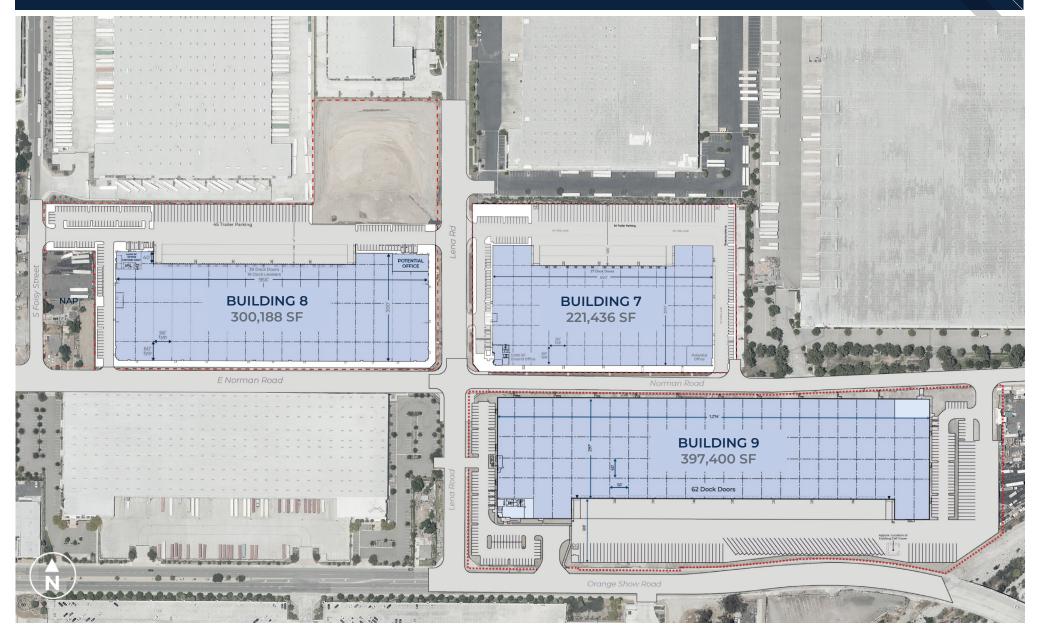




CURRENT/UPCOMING PROJECTS



GATEWAY SOUTH 7 - 9



GATEWAY SOUTH BUILDING 7

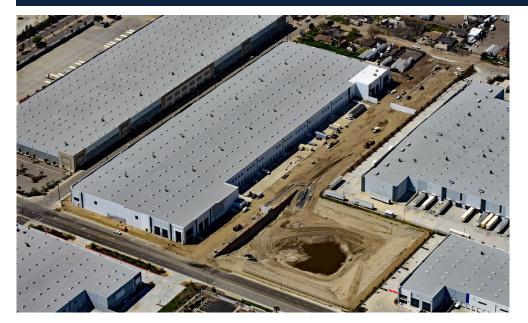








GATEWAY SOUTH BUILDING 8

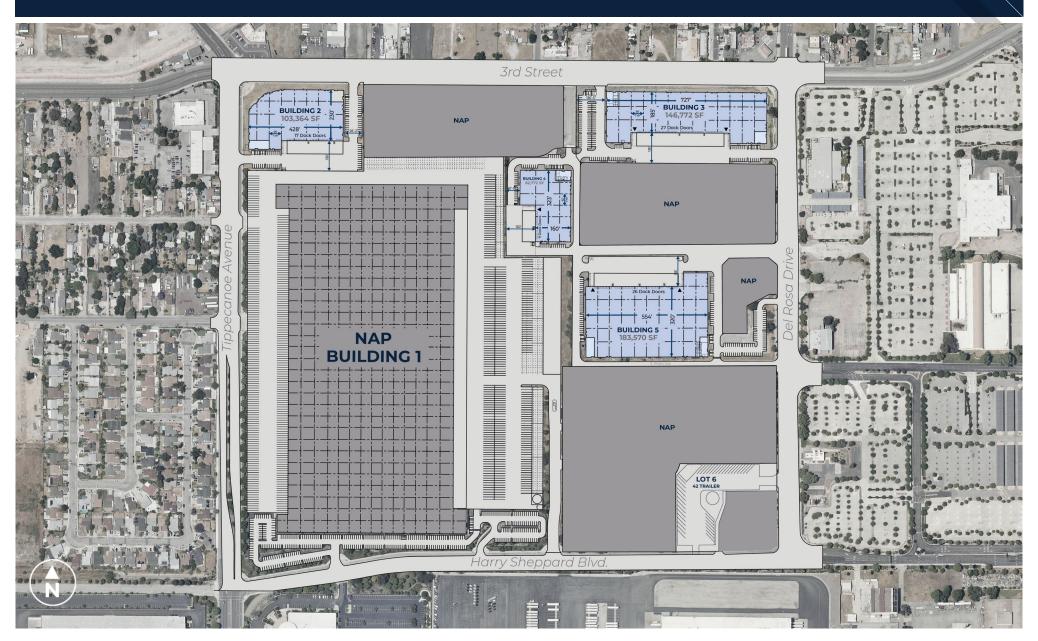




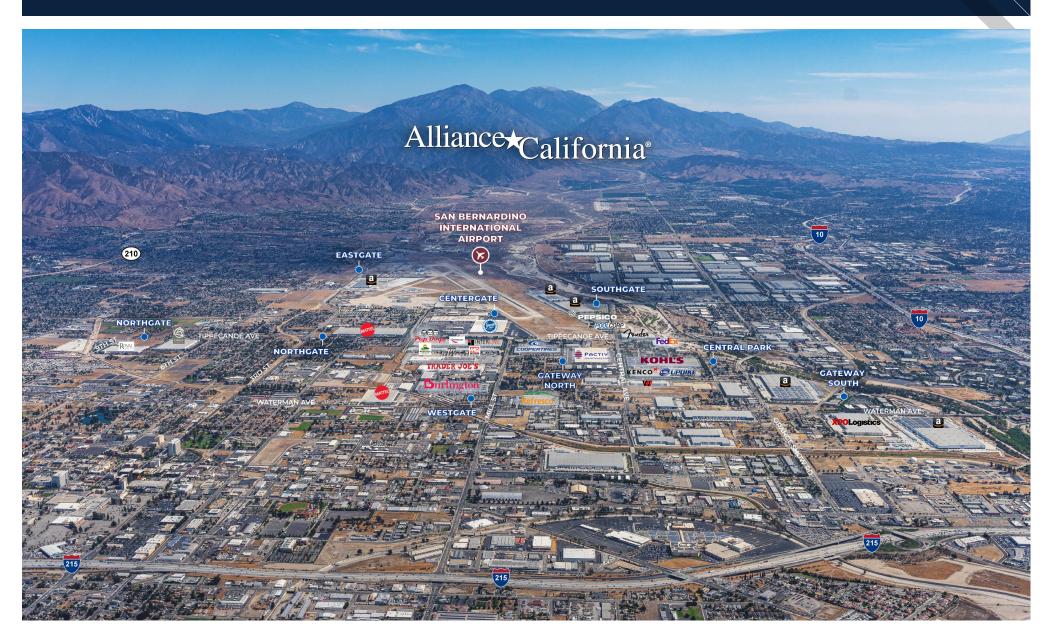




NORTHGATE 2-6 | 496,478 SF



HILLWOOD – IVDA PARTNERSHIP



WEST COAST REGION TEAM

REGION **LEADERSHIP**



Scott Morse Executive Vice President. Market Leader

TRANSACTIONS



James Staunton Vice President



McKinley Topp Transaction Associate

DEVELOPMENT



Joshua Cox Senior Vice President Senior Vice President



Kathy Hoffer



John Grace Vice President



Jason Huber Vice President

CONSTRUCTION SERVICES



Noah Shih Vice President

ADMIN SUPPORT



Mark Johnsonbaugh Development Manager



Adriana Castillo Development Coordinator



Alissa Welch Development Coordinator



Theresa Wright Office Manager / Land Manager



Christine Buckle Paralegal



Kaitlin Tornatore Marketing Coordinator / Administrative Assistant



Landon Peterson Senior Manager



Chris Eckersley Superintendent



Chris Magallanez Superintendent



Kirk Stewart Superintendent



Albert Villanueva Superintendent



Kevin Wiekamp Superintendent



Marco Venegas Senior Project Manager



Bill Crenshaw Project Manager



Mike Thomas Project Manager



Miguel Espinoza Project Engineer



Zack Gonzalez Project Engineer



Frank Miranda Project Engineer



Joe Camacho Senior Pre-Construction



Shane Begin Assistant Project Manager



Melissa Oroz Assistant Project Manager



Brvan Bustamante Junior Estimator



Cathy Westbroom 1
Project Support

THANK YOU

Scott Morse

scott.morse@hillwood.com (909) 380-7292



WEST COAST HEADQUARTERS

901 Via Piemonte Suite 175

Ontario, California 91764

(909) 382-0033

hillwood.com









TO: Inland Valley Development Agency Board

DATE: April 10, 2024

ITEM NO: 9

PRESENTER: Michael Lewin, IVDA Legal Counsel

SUBJECT: CONSIDER AND DISCUSS OFFERING SPANISH TRANSLATION SERVICES AT IVDA

BOARD MEETINGS ON A BY-REQUEST BASIS

SUMMARY

On October 11, 2023, the Inland Valley Development Agency (IVDA) Board approved a professional services agreement with Cal Interpreting and Translations (CIT) to provide Spanish translation services for IVDA Board Meetings.

RECOMMENDED ACTION(S)

Consider and discuss offering Spanish translation services at IVDA Board Meetings on a byrequest basis only, with a minimum of 72 business hours advance notice and provide further direction to IVDA Legal Counsel and Staff.

FISCAL IMPACT

None at this time. Should the Board direct Staff to utilize CIT on a by-request basis, reduced costs would be anticipated on a per meeting basis if translation services are not requested by a member of the public.

PREPARED BY:	Jillian Ubaldo
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 12, 2023, the Board directed Legal Counsel to research potential options for providing language translation services to members of the public attending IVDA Board meetings that either needed such assistance in addressing the IVDA Board or understanding the matter being discussed at the Board Meetings. On September 13, 2023, Legal Counsel presented three (3) proposals for translation services and was directed by the Board to enter into contract negotiations with CIT. On October 11, 2023, the Board approved a professional services agreement with CIT to provide Spanish translation services for IVDA Board Meetings in an amount not to exceed \$26,000.

CIT's charge to the IVDA to provide simultaneous Spanish translation services for in-person IVDA Board Meetings for the minimum amount of half-day (up to 4 hours) with 30 listening devices and required rental equipment, including taxes, is \$2,278 per meeting.

CIT has provided translation services at IVDA Board Meetings for a total of five (5) months. Translation services were provided to members of the public at the Board meetings in November and December 2023. CIT Interpreters were present at both February and March IVDA Meetings; however, translation services were not requested by any member of the public.

Staff is recommending the IVDA Board discuss the continuation of Spanish interpretation services, however transition to providing translation services on a by-request only basis, with a minimum of 72 business hours advance notice. The 72 business hours advance notice is set by CIT and is the minimum notice period required for IVDA Staff to either cancel a scheduled translation service or request a translation service.

If the Board decides to have future translation services provided only on a by-request basis, information regarding how to request the service will be posted on the agenda and on the Agency's website. This approach ensures that our community members receive timely and effective language support when needed, without burdening resources unnecessarily.

Staff is seeking further direction from the IVDA Board on this subject.

Attachments:

1. None



TO: Inland Valley Development Agency Board

DATE: April 10, 2024

ITEM NO: 10

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: CONSIDER AND DISCUSS A REPORT ON ECONOMIC DEVELOPMENT INITIATIVES

SUMMARY

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

RECOMMENDED ACTION(S)

Consider and discuss a report on Economic Development Initiatives.

FISCAL IMPACT

None. For consideration and discussion.

Prepared By:	Michael Burrows
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

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

Attachments:

1. PowerPoint Presentation



ECONOMIC IMPACT

Table 1 - 2023-24 Estimated Assessed Valuation and Estimated Property Tax Increment

Base Reuse Project Area

- Total Assessed Value increased 9.4%
- \$11.4 Billion in FY 23/24

	City of San Bernardino	City of San Bernardino Annex	City of Colton	City of Loma Linda	County of San Bernardino Area	City of Redlands Annex Area	Total IVDA Area
Secured Assessed Value	6,294,024,381	518,699,533	223,676,854	321,956,257	2,417,278,903	58,013	9,775,693,941
Secured Utility Value	368,288	E	3,111,663		543	623,884,206	627,364,157
Unsecured Asssessed Value	676,529,999	104,604,415	113,053	13,125,413	209,082,433	22,500	1,003,477,813
Total Assessed Value	6,970,922,668	623,303,948	226,901,570	335,081,670	2,626,361,336	623,964,719	11,406,535,911
Less Base Year Assessed Value	(1,273,718,322)	(54,889,449)	(41,898,233)	(64,543,035)	(125,748,716)	(32,183)	(1,560,829,938)
Incremental Assessed Value	5,697,204,346	568,414,499	185,003,337	270,538,635	2,500,612,620	623,932,536	9,845,705,973
	x 1%	x 1 %	x 1%	x 1%	x 1%	x 1%	x 1%
Gross Tax Levy (GTL) from Assessed Value	56,972,043	5,684,145	1,850,033	2,705,386	25,006,126	6,239,325	98,457,060
SB Water District (SBMWD) Override @	200 - 120	40 30	30 30	GC GC	55 55	632 333	
0.1200%	6,836,645	682,097	222,004	324,646	3,000,735	748,719	11,814,847
Gross Property Taxes Available (Override +	100	~~	,				
Gπ.)	63,808,689	6,366,242	2,072,037	3,030,033	28,006,861	6,988,044	110,271,907
Less County ATC Pass-thrus to Taxing Entities	W 200 M 200 700 700 800 700 700			100000000000000000000000000000000000000	1000 0 MONTH 100 M MONTH 17 M M 1 M M	7.00 - 107.00 - 100.00 - 100.00	741.44.54.74.84.84.84.84.84.84.84.84.84.84.84.84.84
and JPA Member Contributions/before School							
Payments	(19,219,588)	(1,910,000)	(647,662)	(942,839)	(8,824,387)	(2,259,251)	(33,803,726)
Net Property Tax Revenue Available	44,589,101	4,456,243	1,424,375	2,087,194	19,182,474	4,728,794	76,468,181
Percent of Total Revenue	58%	6%	2%	3%	25%	6%	_

Estimated Administrative Fees to County Auditor-Controller (From ROPS 23-24A and 23-24B)

Estimated SB2557 Administration Fees (From ROPS 23-24A and 23-24B)

NET PROPERTY TAX AVAILABLE AFTER ADMIN

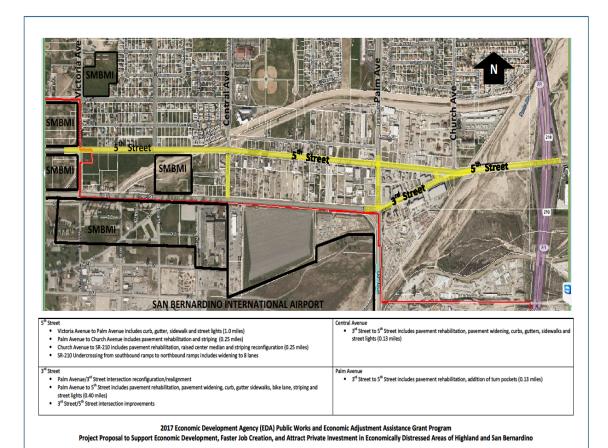
75,201,448

(752,446)



3rd and 5th Street Corridor Improvements Project

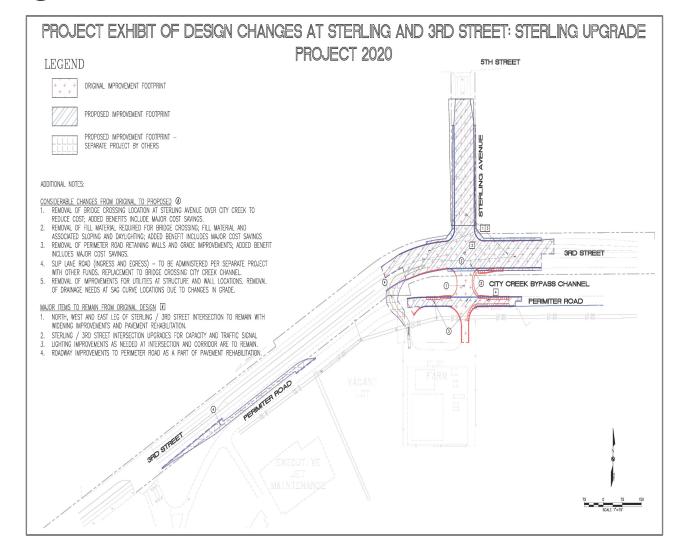
- EDA Grant: In partnership with SMBMI and City of Highland
- Engineering: Hernandez, Kroone and Associates
- Estimated Project Cost: \$9,352,963.00





Sterling Avenue Improvements

- Between 3RD and 5TH
 Streets
- EDA Grant No. 07-01-07779
- Aerial Exhibit





3rd Street Corridor Project

- Between Victoria Ave to Del Rosa Ave
- Aerial Exhibit



INLAND VALLEY DEVELOPMENT AGENCY

3rd Street Corridor (between Victoria Ave. to Del Rosa Ave.) AERIAL EXHIBIT



Project limits ____



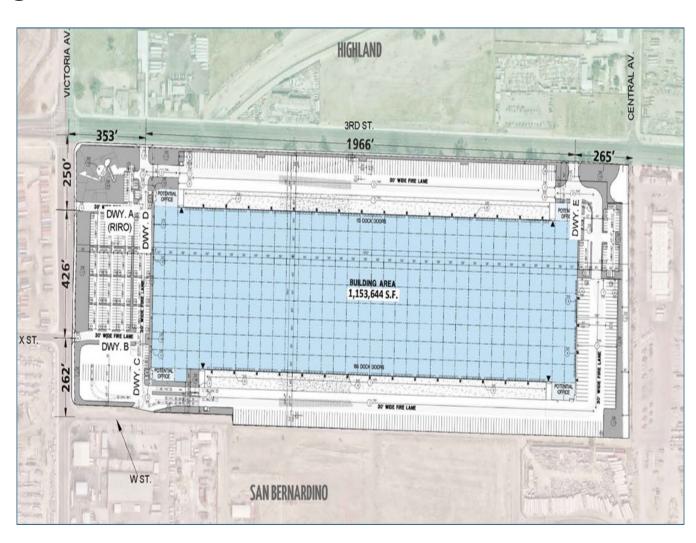


EV Charging Stations





The Landing by San Manuel



Final off-site improvements underway



Norton AFB - Alliance California 2024



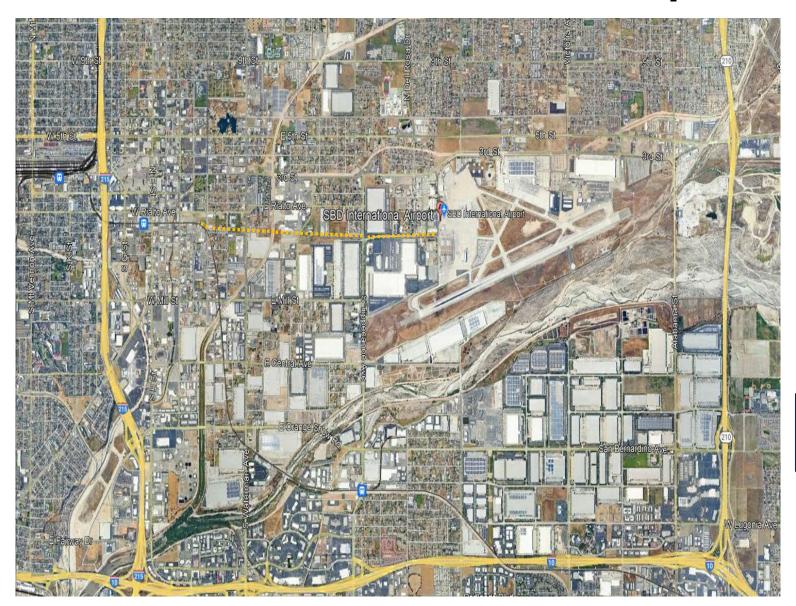








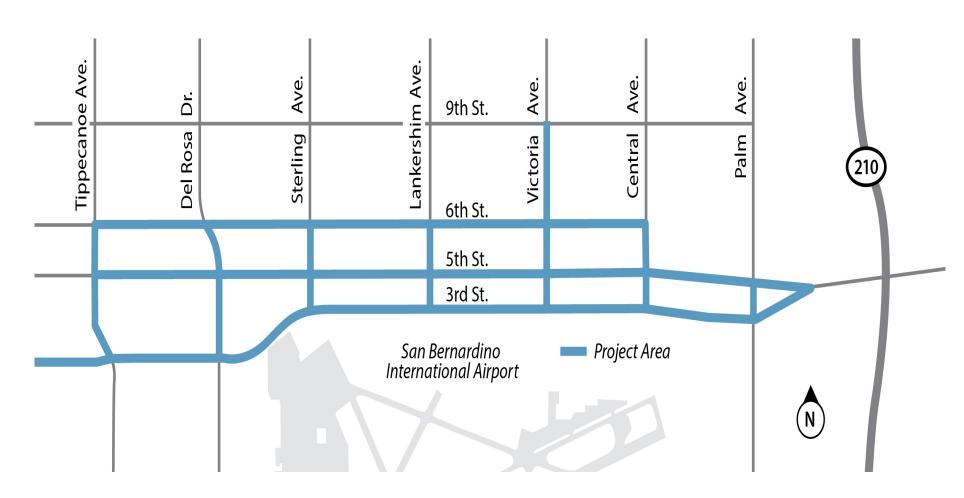
Potential Commuter Rail Concept



Commuter Rail Concept



Inland Valley Infrastructure Corridor





UAS Center at SBD

Ongoing Program Development

Workforce Development - Youth

- **Set for June 2024**: Drone certification exam prep course for students newly graduated from San Gorgonio High School, through the *Jobs for California Graduates* (JCG) program.
- Micro-internships held at the UAS Center at SBD for high school students throughout the region.
- **February 2024** UAS Center at SBD hosted SB County's Work-Based Learning Collaborative, with representatives from many of the County's 33 school districts.

Workforce Development - Post-Secondary / ROP

 Significant expansion of drone training programs offered to ROP students through the San Bernardino County Superintendent of Schools. Cohorts completed programs in November 2023 and March 2024, with an additional cohort set to complete program in June 2024.







UAS Center at SBD

Ongoing Program Development

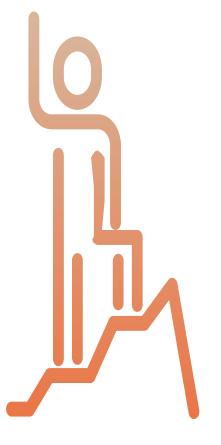
Creating Safer Communities

• Three additional programs launched for San Bernardino County government agencies to ensure compliance with County drone policy (written by UAS Center at SBD)

Advisory Services

- Drone policy structuring for government agencies, including Sheriffs Department, Okanogan County, WA.
- **December 2023** Drone policy presentation to San Gabriel Valley Council of Governments
- February 2024 Presentation to Southern California Association of Governments on Advanced Air Mobility







UAS Center at SBD

Fueling Innovation our Region

Continued Expansion – International

- Active relationships with entities in 5 countries on 3 continents.
- Purposes: promote foreign direct investment in our region; training; joint research and development; establishing UAS Center at SBD as key platform for US drone (software and hardware) companies who want to export.
- September 2023 Signing of MoU with UAS-Taiwan
- March 2024 Presentation to Esri European Aviation GIS Working Group in Amsterdam, attended by 75 airport representatives from 20 countries
- April 2024 Signing of MoU with SPACE Chiayi (Chiayi County, Taiwan, the location of the nation's Al industry cluster)

Continued Expansion of Research Associate Program with Embry-Riddle Aeronautical University (ERAU)

- Comparative analysis re: differences in drone policy between US and EU
- Research and development of next generation meteorology product adaptation for use by drone pilots
- Development of a training program to train drone pilots on safety through accurate weather condition analysis
- Development of business model for drone maintenance and repair operation
- February 2024 UAS Center at SBD Administrator appointed as Chair of Embry-Riddle Aerospace Advisory Board

Advancement of UAS Industry

- January 2024 Inspired Flight demonstration held at UAS Center at SBD's Flight Operations site, part of nationwide road show
- April 2024 UAS Center at SBD partner Burnbot announces \$20 million raise for technology and services to prevent wildfires









TO: Inland Valley Development Agency Board

DATE: April 10, 2024

ITEM NO: 11

PRESENTER: Michael Burrows, Chief Executive Officer

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:	N/A
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.

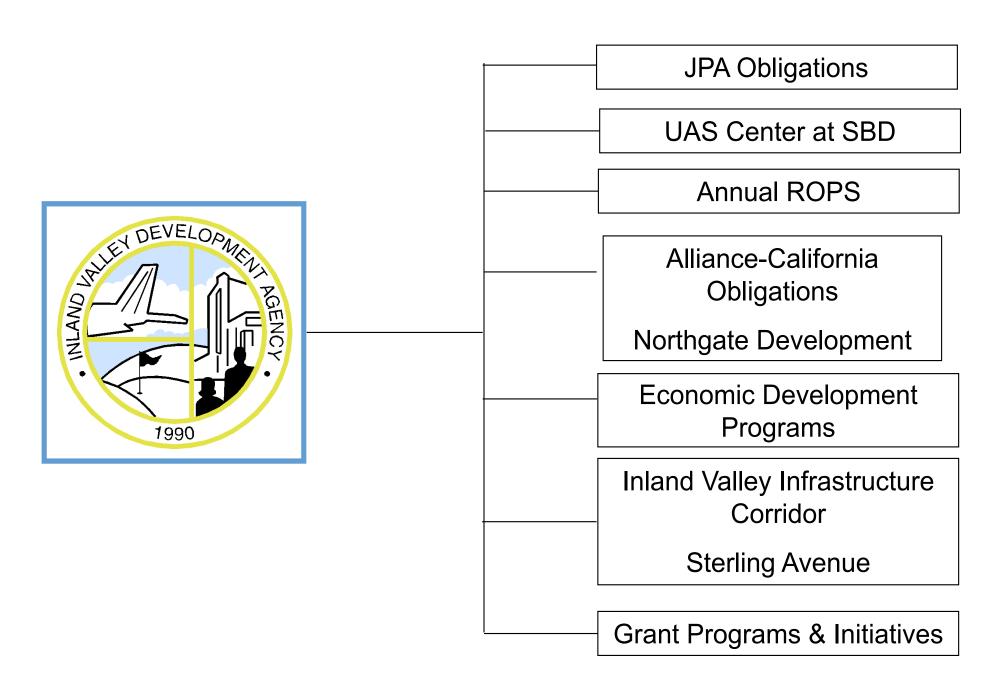
This status is offered for consideration and review. Updates and adjustments should be made, as appropriate, at each monthly interval.

For review and discussion.

Attachments:

1. IVDA Action Plan

June, 2024– IVDA Focal Areas





Inland Valley Development Agency

Action Plan for IVDA (06/30/24)

Month	Key Initiative	Key Resources	Completion Date
January, 2024	Sterling Avenue Grant, 3 rd & 5 th 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 Sterling Avenue Grant	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

