

# INLAND VALLEY DEVELOPMENT AGENCY

## REGULAR MEETING AGENDA

WEDNESDAY, JUNE 12, 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*

#### **Rhonda K. Spencer-Hwang**

*Councilmember, City of Loma Linda*

#### **Fred Shorett**

*Mayor Pro Tem, City of San Bernardino*

#### **Dawn Rowe**

*Supervisor, County of San Bernardino*

- Full agenda packets are available at the IVDA office, 1601 East Third Street, San Bernardino, California, will be provided at the meeting, and are posted in the Agenda section of our website at [www.ivdajpa.org](http://www.ivdajpa.org). Office hours are Monday through Friday 8:00 a.m. to 5:00 p.m.
- Recordings of the IVDA Board meetings are available in the Agenda section of our website at [www.ivdajpa.org](http://www.ivdajpa.org).
- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the IVDA office at (909) 382-4100. Notification 48 hours prior to the meeting will enable IVDA staff to make reasonable arrangements to ensure accessibility to this meeting.
- Anyone who wishes to speak during public comment or on a particular item will be requested to fill out a speaker slip, which must be turned in to the Clerk of the Board prior to speaking.
- Public comments for agenda items that are not public hearings will be limited to three minutes.
- Public comments for items that are not on the agenda will be limited to three minutes.
- The three-minute limitation shall apply to each member of the public and cannot be shared.
- An additional three minutes will be allotted to those who require translation services.
- Live Spanish interpretation is available on a by-request basis. If you require Spanish interpretation, please submit a request to the Clerk of the Board's Office by 12:00 p.m. on the Friday before the meeting to allow the Inland Valley Development Agency to coordinate and arrange for certified interpreters to attend the meeting.

**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 Labor Negotiators Pursuant to Government Code Section 54957.6.

The IVDA Board will meet with its duly designated representative to discuss salaries, salary schedules and compensation, and fringe benefits payable to the following non-represented positions specified by title.

Negotiating for IVDA: Chairperson Phillip Dupper  
Position Title: Chief Executive Officer

**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 JUNE 12, 2024  
[**PRESENTER:** Jillian Ubaldo, 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#:** 015]
- 2b. INFORMATIONAL ITEMS - REPORT ON THE INLAND VALLEY INFRASTRUCTURE CORRIDOR  
[**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#:** 016]
- 2c. INFORMATIONAL ITEMS – REPORT ON GRANT INITIATIVES  
[**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#:** 017]

**H. BOARD CONSENT ITEMS**

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

3. RECEIVE REGISTER OF DEMANDS – MAY 8, 2024  
[**PRESENTER:** Mark Cousineau, Director of Finance **PAGE#:** 024]

4. RECEIVE REGISTER OF DEMANDS – JUNE 12, 2024  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 029**]
5. RECEIVE AND FILE CASH REPORT FOR MARCH 31, 2024 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 035**]
6. RECEIVE AND FILE CASH REPORT FOR APRIL 30, 2024 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 038**]
7. APPROVE MEETING MINUTES: APRIL 10, 2024  
[PRESENTER: Jillian Ubaldo, Clerk of the Board **PAGE#: 041**]

**I. BOARD ACTION ITEMS**

8. APPROVE THE FORM OF A LEASE AGREEMENT WITH APD, INC. FOR A PORTION OF BUILDING NO. 58  
[PRESENTER: Darrell Hale, Property Manager **PAGE#: 047**]
9. AWARD A CONSTRUCTION CONTRACT TO AEC MORENO CORPORATION IN AN AMOUNT NOT TO EXCEED \$105,000 FOR BUILDING 58: NEW OFFICE SPACE PROJECT  
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 073**]
10. APPROVE THE FORM OF AN EMPLOYMENT AGREEMENT WITH MICHAEL BURROWS TO SERVE IN THE CAPACITY OF CHIEF EXECUTIVE OFFICER  
[PRESENTER: Michael Lewin, IVDA Legal Counsel **PAGE#: 079**]
11. CONSIDER AND ADOPT THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) SUCCESSOR AGENCY BUDGET FOR FISCAL YEAR 2024-2025  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 085**]
12. CONSIDER AND ADOPT THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) JOINT POWERS AUTHORITY BUDGET FOR FISCAL YEAR 2024-2025  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 093**]
13. APPROVE CERTAIN PROFESSIONAL SERVICES AGREEMENTS FOR FISCAL YEAR 2024-2025  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 118**]
14. REVIEW STATUS OF THE ACTION PLAN FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) THROUGH JUNE 30, 2024  
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 137**]



J. **ADDED AND DEFERRED ITEMS**

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

K. **OPEN SESSION PUBLIC COMMENT**


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

L. **BOARD MEMBER COMMENT**

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

M. **ADJOURNMENT**

Unless otherwise noted, this meeting will be adjourned to the next regularly scheduled meeting of the Inland Valley Development Agency Board, Wednesday, July 10, 2024.

	<p><b>TO: Inland Valley Development Agency Board</b></p> <p><b>DATE: June 12, 2024</b></p> <p><b>ITEM NO: 1</b></p> <p><b>PRESENTER: Jillian Ubaldo, Clerk of the Board</b></p>
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**SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF JUNE 12, 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:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
APPROVED BY:	Michael Burrows

## **BACKGROUND INFORMATION**

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

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

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

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

<b><u>Agenda Item No.</u></b>	<b><u>Contractors/Tenants</u></b>	<b><u>Subcontractors/Subtenants</u></b>
9.	<u>AEC Moreno Corporation</u> Hector Moreno, CEO/RMO	None.
13.	<u>Mirau, Edwards, Lewin, and Tooke, LLP</u> John K. Mirau, Partner Mark C. Edwards, Partner Robert W. Cannon, Partner Michael J. Lewin, Partner William P. Tooke, Partner	None.
13.	<u>Rosenow Spevacek Group, Inc.</u> Kathleen Rosenow, Treasurer Frank Spevacek, President Felise Acosta, Vice President Jim Simon, Secretary	None.

- |     |   |                               |
|-----|---|-------------------------------|
| 13. | <u>Tom Dodson &amp; Associates</u><br>Tom Dodson, President   | None.                         |
| 13. | <u>Hernandez, Kroone &amp; Associates, Inc.</u><br>Richard R. Hernandez, Principal<br>Anne M. Hernandez, Principal  | None.                         |
| 13. | <u>Three-2-One, Inc. DBA Imagine Systems, Inc.</u><br>John C. Easley, President<br>John P. Wilson, Vice President   | None.                         |
| 13. | <u>Innovative Federal Strategies, LLC</u><br>Jean Denton, Managing Partner<br>Letitia White, Partner<br>Heather Hennessey, Partner<br>Bill Lowery, Partner  | None.                         |
| 13. | <u>Elizabeth Martyn, APC</u><br>Elizabeth Martyn, Principal   | None.                         |
| 13. | <u>California Strategies &amp; Advocacy, LLC</u><br>James E. Burton, Managing Partner<br>Bob White, Chairman<br>Camden McEfee, Vice-Chairman of Business Affairs<br>James Lites, Partner                    | None.                         |
| 13. | <u>Cole Huber, LLP</u><br>Derek P. Cole, Equity Partner<br>Scott E. Huber, Equity Partner   | None.                         |
| 13. | <u>Rogers, Anderson, Malody, &amp; Scott, LLP</u><br>Brad Welebir, Partner<br>Jenny Liu, Partner<br>Brenda Odle, Managing Partner<br>Leena Shanbhag, Partner<br>Scott Manno, Partner<br>Terry Shea, Partner | None.                         |
| 13. | <u>Zenaida Global</u><br>Kimberly Benson, President   | Jason Ramos<br>Terry Parisher |
| 13. | <u>CJMC Holdings, LLC</u><br>Jim Harris, CEO  | None.                         |
| 13. | <u>Boston Fox Tigie International</u><br>Adrian Fox, Managing Director  | None.                         |
| 13. | <u>Cal Interpreting &amp; Translations, Inc.</u><br>Igal Saidian, President/Partner<br>Hersel Saidian, Silent Partner   | None.                         |

**Attachments:**

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

CALIFORNIA CODES  
**GOVERNMENT CODE**  
SECTION 84308

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

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

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

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

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

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

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

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

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

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

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

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

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

CALIFORNIA CODES  
**GOVERNMENT CODE**  
SECTION 87103

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

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

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

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

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

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

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



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

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

For purposes of Section 84308:

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Government Code.

## 6 HISTORY

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

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

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

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

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

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

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

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

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

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

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

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



**TO: Inland Valley Development Agency Board**

**DATE: June 12, 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.


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

## **BACKGROUND INFORMATION**

None.

## **Attachments:**

1. None.

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> June 12, 2024</p> <p><b>ITEM NO:</b> 2b</p> <p><b>PRESENTER:</b> Michael Burrows, Chief Executive Officer</p>
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**SUBJECT: INFORMATIONAL ITEMS – REPORT ON THE INLAND VALLEY INFRASTRUCTURE CORRIDOR**

## **SUMMARY**

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


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**

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

## **Attachments:**

1. None.

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> June 12, 2024</p> <p><b>ITEM NO:</b> 2c</p> <p><b>PRESENTER:</b> Michael Burrows, Chief Executive Officer</p>
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**SUBJECT: INFORMATIONAL ITEMS – REPORT ON GRANT INITIATIVES**

## **SUMMARY**

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

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**

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

## **Attachments:**

1. PowerPoint Presentation.





# Inland Valley Development Agency GRANT INITIATIVES

June 12, 2024





# INFRASTRUCTURE

## 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:** \$11,997,968



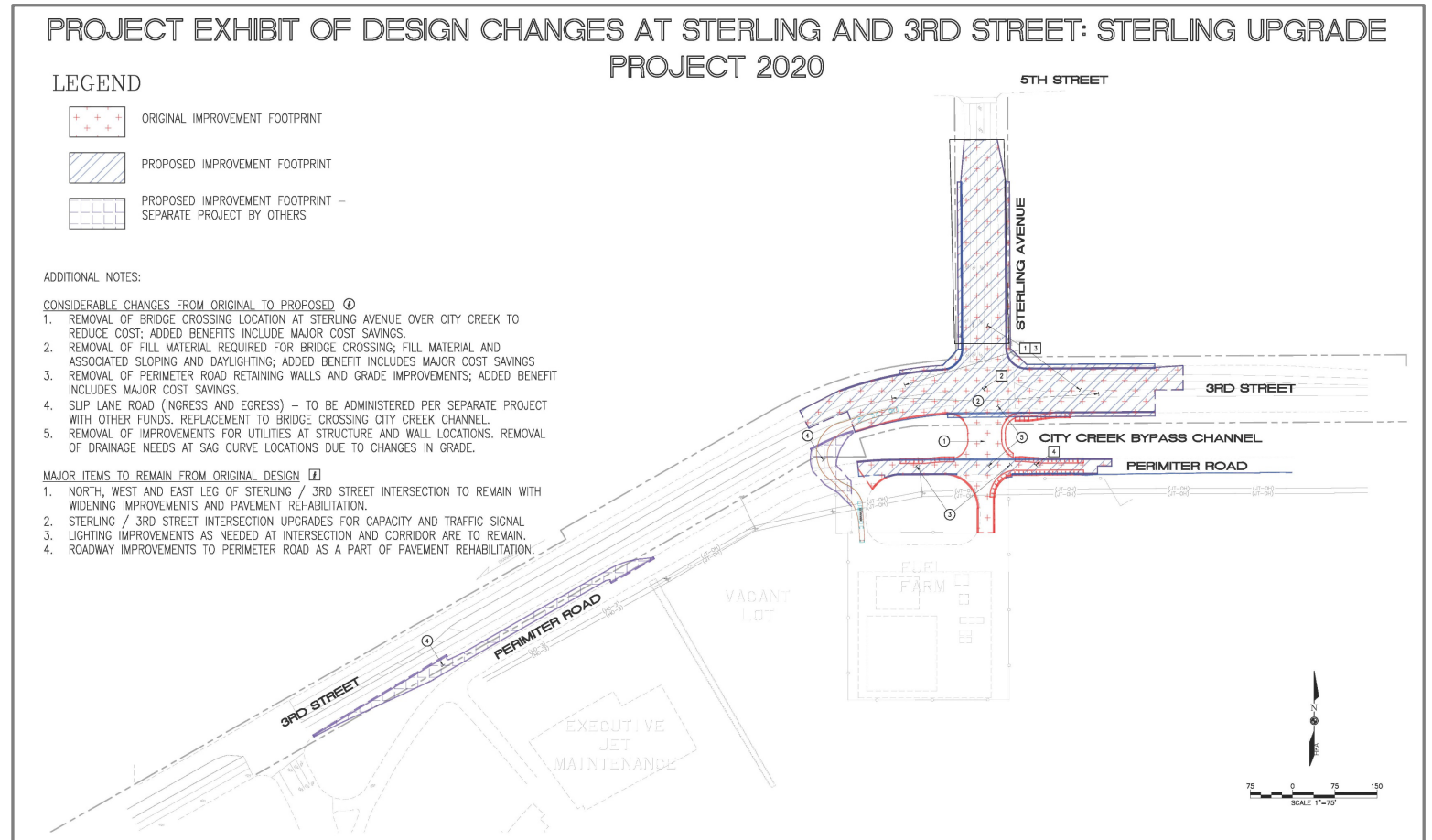
<b>5<sup>th</sup> Street</b> <ul style="list-style-type: none"><li>• Victoria Avenue to Palm Avenue includes curb, gutter, sidewalk and street lights (1.0 miles)</li><li>• Palm Avenue to Church Avenue includes pavement rehabilitation and striping (0.25 miles)</li><li>• Church Avenue to SR-210 includes pavement rehabilitation, raised center median and striping reconfiguration (0.25 miles)</li><li>• SR-210 Undercrossing from southbound ramps to northbound ramps includes widening to 8 lanes</li></ul>	<b>Central Avenue</b> <ul style="list-style-type: none"><li>• 3<sup>rd</sup> Street to 5<sup>th</sup> Street includes pavement rehabilitation, pavement widening, curbs, gutters, sidewalks and street lights (0.13 miles)</li></ul>
<b>3<sup>rd</sup> Street</b> <ul style="list-style-type: none"><li>• Palm Avenue/3<sup>rd</sup> Street intersection reconfiguration/realignment</li><li>• Palm Avenue to 5<sup>th</sup> Street includes pavement rehabilitation, pavement widening, curb, gutter sidewalks, bike lane, striping and street lights (0.40 miles)</li><li>• 3<sup>rd</sup> Street/5<sup>th</sup> Street intersection improvements</li></ul>	<b>Palm Avenue</b> <ul style="list-style-type: none"><li>• 3<sup>rd</sup> Street to 5<sup>th</sup> Street includes pavement rehabilitation, addition of turn pockets (0.13 miles)</li></ul>

2017 Economic Development Agency (EDA) Public Works and Economic Adjustment Assistance Grant Program  
Project Proposal to Support Economic Development, Faster Job Creation, and Attract Private Investment in Economically Distressed Areas of Highland and San Bernardino

# INFRASTRUCTURE

## Sterling Avenue Improvements

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





# INFRASTRUCTURE

## 3<sup>rd</sup> Street Corridor Project

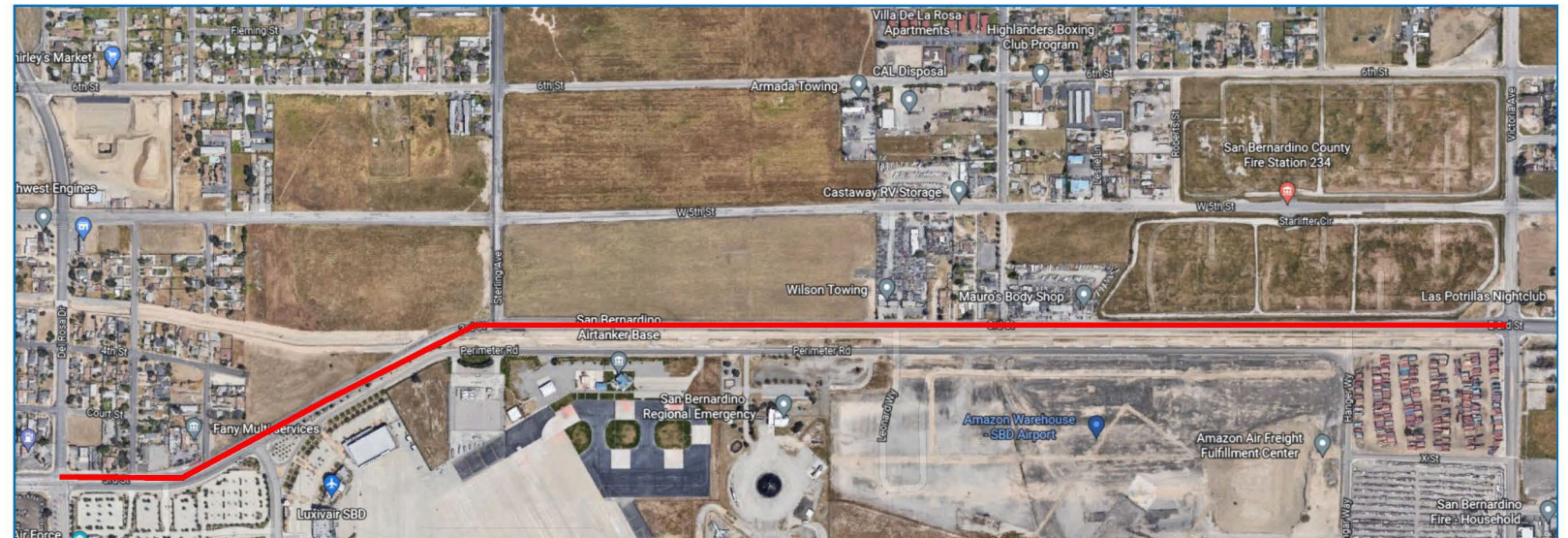
- Between Victoria Ave to Del Rosa Ave
- Aerial Exhibit



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



Project limits 





# INFRASTRUCTURE

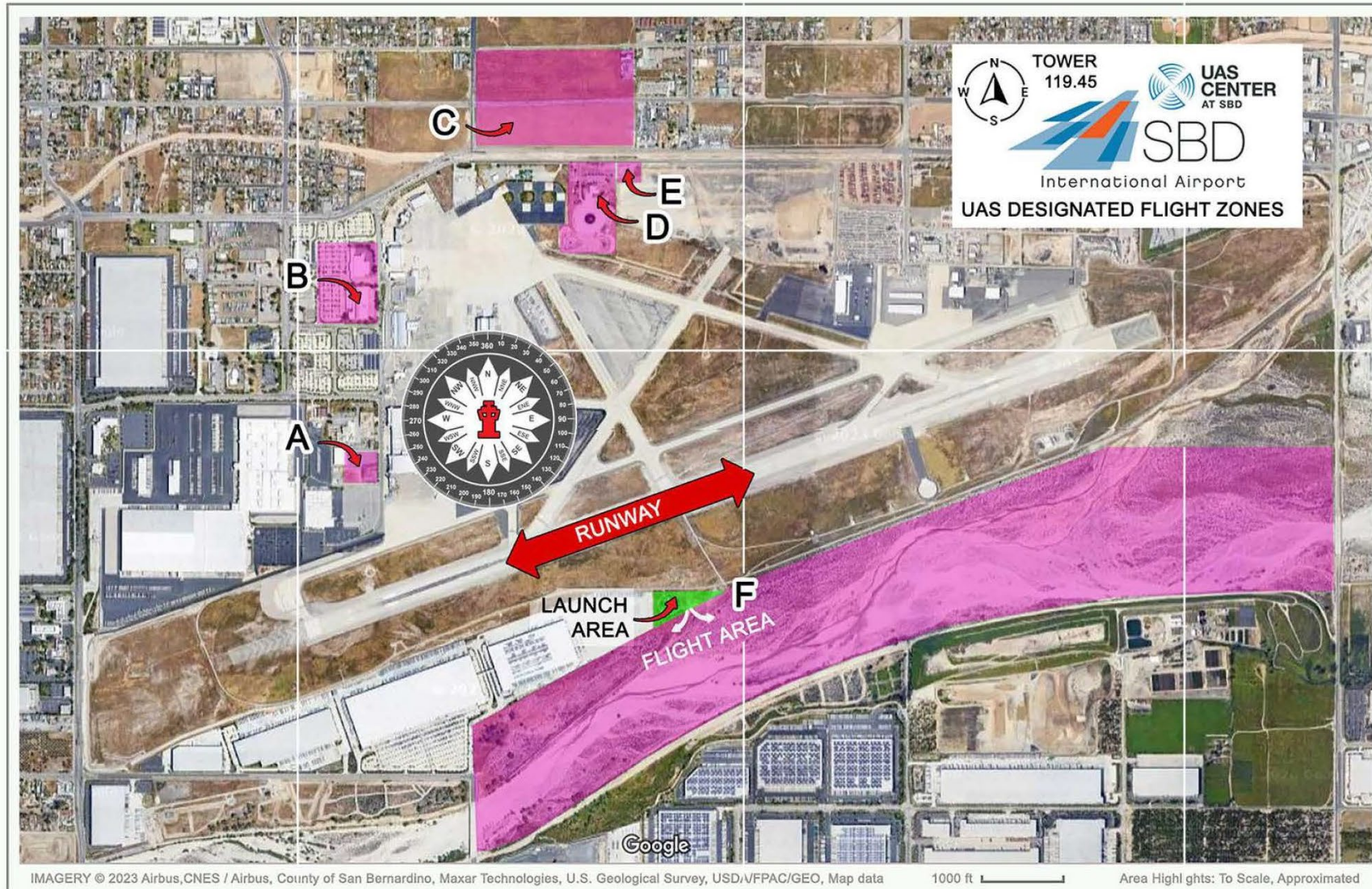
## EV Charging Stations


Potential  
DC/FC Fast  
Charger  
Opportunity  
this Summer





# UAS Center at SBD



	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> June 12, 2024</p> <p><b>ITEM NO:</b> 3</p> <p><b>PRESENTER:</b> Mark Cousineau, Director of Finance</p>
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**SUBJECT:** RECEIVE REGISTER OF DEMANDS – MAY 08, 2024

## **SUMMARY**

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

## **RECOMMENDED ACTION(S)**

Receive for information.

## **FISCAL IMPACT**

Disbursements for amounts due in April 2024.

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

**BACKGROUND INFORMATION**

Total disbursement activities for April 2024 amount to \$380,302.92 that include the following.

- **Professional Services:** D&A Consulting; Desmond & Louis Inc.; Influential Drones; Innovative Federal Strategies LLC; Mirau Edwards Cannon Lewin & Tooke LLP; Rogers, Anderson, Malody & Scott LLP; Tactical Drone Concepts; Terry Parish, and Zenaida Global were paid \$83,178.14.
- **Capital Projects Cost:** Cordoba Corporation; Leonida Builders Inc., and RailPros Inc. were paid \$108,289.35.
- **Utilities:** Burrtec Waste Industries Inc., City of SB Water Department, Southern California Edison, Utility Telecom Group LLC, and Verizon Wireless were paid \$72,341.63.
- **Employees Benefits:** Fidelity Security Life Insurance Co., Health Net of California, Metropolitan Life Insurance Co., and United World Life Insurance Co. were paid \$49,923.01.

**Attachments:**

1. Register of Demands for the May 08, 2024 Board Meeting.
2. Visa Breakdown - March 2024.

***Inland Valley Development Agency  
Register of Demands for Board Meeting  
May 8, 2024***

<b>Line</b>	<b>Company Name</b>	<b>Description</b>	<b>Amount</b>
1	A.O. Reed & Co., LLC	HVAC maintenance	5,878.08
2	ADT LLC	Fire and burglar alarm monitoring	313.94
3	AlSCO Inc.	Mat maintenance	159.64
4	Amazon Capital Services Inc.	Office supplies and equipment	2,350.72
5	Basic Backflow	Test and certify for valve	315.00
6	Burrtec Waste Industries Inc.	Refuse	977.19
7	C & A Janitorial Services	Janitorial services	11,256.14
8	Cal Interpreting & Translations	Spanish interpretation services for board meetings	2,278.00
9	CDW - Government Inc.	IT equipment	914.15
10	CED-Consolidated Electrical Distributors	Electrical supplies	124.86
11	City of SB Water Department	Water and sewer services	40,165.91
12	Cordoba Corporation	3rd Street Corridor Widening Project	107,158.00
13	D&A Consulting	Professional services - UAS Center drone standards development	2,100.00
14	Desmond & Louis Inc.	Professional event services agreement for marketing and media	4,000.00
15	DoorTech	On-call services for door repairs	625.29
16	Eagle Graphics LLC	Employee credit incentive for SBD online apparel store	12.80
17	Encore Lighting Inc.	Lighting supplies	734.07
18	Event Design Lab	Live streaming services for meeting	1,800.00
19	Ewing Irrigation Products Inc.	Landscape and irrigation supplies	109.74
20	Fidelity Security Life Insurance Co.	Employee group benefits - vision	1,604.14
21	Forvis, LLP	Software implementation	7,457.69
22	Grainger	Maintenance and supplies for DFAS I	237.32
23	Health Net of California Inc.	Employee group benefits - medical	33,006.79
24	Influential Drones	Professional services agreement for business development, planning, and execution of the UAD/ACUASI program at SBD	8,747.27
25	Innovative Federal Strategies LLC	Federal legislative advocacy services	5,000.00
26	Leonida Builders Inc.	IVDA lobby window project	590.00
27	Melissa Sutton	Per diem cash advance for travel	552.13
28	Metropolitan Life Insurance Co	Employee group benefits - dental	8,619.55
29	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	7,139.00
30	Mobile Modular Management Corp	Mobile office rent - UAS Center @ SBD, Perimeter Rd.	3,453.54
31	RailPros, Inc.	IVDA Passenger Rail - Project Invoice for outstanding invoice from 2022	541.35
32	Rogers, Anderson, Malody & Scott LLP	Professional services for 2022/23 audit	16,396.08
33	Southern California Edison	Electricity	27,929.39
34	Staples Contract & Commercial LLC	Office supplies for supplies purchased since October 2023	14,726.81
35	Tactical Drone Concepts	Professional services to provide consulting and training	22,998.48
36	Terry Parisher	Professional services to provide consulting to UAS Center on drone policy creation for public and private entities	821.00
37	Toshiba Business Solutions	Maintenance for office equipment for Building 48	439.01
38	United World Life Insurance Co	Employee group benefits - life insurance	6,692.53
39	Utility Telecom Group LLC	Ethernet and phone services for Building 48	1,914.40

***Inland Valley Development Agency  
Register of Demands for Board Meeting  
May 8, 2024***

<b>Line</b>	<b>Company Name</b>	<b>Description</b>	<b>Amount</b>
40	Verizon Wireless	Wireless monthly service and equipment purchases	1,354.74
41	Visa	Office supplies and other misc. charges	12,550.47
42	Western Exterminator Company	Pest control	281.39
43	Zenaida Global	Professional consulting services - UAS Center at SBD	15,976.31
			380,302.92

# VISA Breakdown

March 2024

IVDA

Line	Description	Vendor	Dept.	Amount
1	New employee welcome hospitality	Donut Factory	COB	16.64
2	Monthly subscription fee for financial software	Intuit QuickBooks	Finance	799.75
3	Webinar on Workplace Violence Prevention Plan and implementation	Liebert Cassidy Whitmore	HR	3,500.00
4	Supplies for common area restrooms in Bldg 48	Target	HR	212.46
5	Supplies for common area restrooms in Bldg 48	Dollar Tree	HR	67.72
6	Secure HR fax line	Interfax	HR	9.50
7	HR Zoom account for interviews and meetings	Zoom	HR	275.00
8	Additional virtual seats for staff to online training	SkillPath	HR	400.00
9	New hire drug screens	Exam Professionals	HR	50.00
10	Registration for State of Commercial Insurance Markets Event for C. Pritchett and A.Setian	Inland Event Ticket	HR	50.00
11	Employee egagement supplies	Target	HR	36.51
12	Building 48 paint for S.Carvalho's office	Lowe's	Maintenance	100.49
13	Building 48 roof sealant	Lowe's	Maintenance	144.39
14	Building 48 roof sealant	Lowe's	Maintenance	294.85
15	Branded accessories for UAS Center gift bags	Unity Imaging & Apparel	Marketing	2,517.56
16	Drone Pilot Certification Exam	PSI Services	UAS	175.00
17	Drone Pilot Certification Exam	PSI Services	UAS	175.00
18	Drone Pilot Certification Exam	PSI Services	UAS	175.00
19	Drone Pilot Certification Exam	PSI Services	UAS	175.00
20	Lodging for J.Ramos for UAS Meetings	Residence Inn	UAS	684.97
21	Lodging for K.Benson for UAS Meetings	Residence Inn	UAS	684.97
22	Lodging for K.Benson for UAS Meetings	Residence Inn	UAS	177.94
23	Lodging for K.Benson for UAS Meetings	Residence Inn	UAS	183.30
24	Branded items for promotional giveaway for UAS Center	4Imprint.com	UAS	742.52
25	Universal 65W laptop charger	Best Buy	Admin	65.24
26	Luggage fee for DC flight	United	Admin	35.00
27	Cab fare from Dulles to DC for Legacy Advocacy trip	Washington Fly	Admin	94.85
28	Car rental for DC trip (SBD to LAX RT)	Hertz	Admin	178.99
29	Ride cancelation fee	Uber	Admin	5.00
30	Uber DC trip ground transport	Uber	Admin	14.21
31	Lodging for C.Pritchett for Legislative Advocacy trip (DC)	The Thompson Hotel	Admin	369.88
32	Luggage fee for DC flight - C. Pritchett	United	Admin	100.00
33	Freeconferencecalls.com for virtual agency meetings	Free Conference Call	Admin	10.00
34	Office supplies	Amazon	Admin	20.64
35	Certified mail service	USPS	Admin	8.09
				\$ 12,550.47
	VISA Statement Balance			\$ 12,550.47
	Date Prepared: 04/26/2024			





**TO: Inland Valley Development Agency Board**

**DATE: June 12, 2024**

**ITEM NO: 4**

**PRESENTER: Mark Cousineau, Director of Finance**

**SUBJECT: RECEIVE REGISTER OF DEMANDS – JUNE 12, 2024**

### **SUMMARY**

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

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

Receive for information.

### **FISCAL IMPACT**

Disbursements for amounts due in May 2024.

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

**BACKGROUND INFORMATION**

Total disbursement activities for May 2024 amount to \$428,634.85 that include the following.

- **Professional Services:** Cohoe Engineering; D&A Consulting; Desmond & Louis Inc.; Elizabeth L. Martyn APC; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Liebert Cassidy Whitmore; Mirau Edwards Cannon Lewin & Tooke LLP; Product Research Gear LLC; Tactical Drone Concepts; Terry Parish; Tom Dodson & Associates, and Zenaida Global were paid \$127,796.97.
- **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 \$50,894.36
- **Employees Benefits:** American Fidelity Assurance Company, Fidelity Security Life Insurance Co., Health Net of California, Metropolitan Life Insurance Co., and United World Life Insurance Co. were paid \$59,718.11.

**Attachments:**

1. Register of Demands for the June 12, 2024 Board Meeting.
2. Visa Breakdown - April 2024.

**Inland Valley Development Agency**  
**Register of Demands for Board Meeting**  
**June 12, 2024**

Line	Company Name	Description	Amount
1	Accurate First Aid Services LLC	First aid supplies	79.16
2	AlSCO Inc.	Mat maintenance	519.13
3	Amazon Capital Services Inc.	Office supplies and equipment	506.45
4	American Fidelity Assurance Company	Employee supplemental benefits	3,495.58
5	Andersen Commercial Plumbing, LLC.	On-site camera inspection of sewer line at DFAS I	815.00
6	Board Members	Directors fees	2,625.00
7	Burrtec Waste Industries Inc.	Refuse	1,954.38
8	C & A Janitorial Services	Janitorial services	10,672.77
9	Cal Interpreting & Translations	Spanish interpretation services for board meetings	2,278.00
10	California Strategies & Advocacy LLC	Professional lobbying and related consulting services	10,000.00
11	CED-Consolidated Electrical Distributors	Electrical supplies	58.33
12	City of SB Water Department	Water and sewer services	10,435.52
13	Cohoe Engineering	Professional services for 3rd Street Corridor Widening Project	3,735.00
14	Cordata Shredding Inc.	Interoffice shredding services	42.95
15	D&A Consulting	Professional services - UAS Center drone standards	1,750.00
16	Desmond & Louis Inc.	Professional event services agreement for marketing and media	4,000.00
17	Eagle Graphics LLC	Employee credit incentive for SBD online apparel store	14.45
18	Elizabeth L. Martyn APC	Professional services agreement for legal services	525.00
19	Encore Lighting Inc.	Lighting supplies	307.49
20	Event Design Lab	Live streaming services for meeting	1,500.00
21	Ewing Irrigation Products Inc.	Landscape and irrigation supplies	700.30
22	Fidelity Security Life Insurance Co	Employee group benefits-flexible spending accounts	5,185.11
23	Fidelity Security Life Insurance Co.	Employee group benefits - vision	838.16
24	Frank's Fence & Supply Co., Inc.	Wrought iron fence for Building 58 parking lot	268.61
25	Grainger	Maintenance and supplies	822.27
26	Health Net of California Inc.	Employee group benefits - medical	34,562.25
27	Hernandez, Kroone & Associates Inc.	Professional services to provide civil engineering and survey	29,250.00
28	Imagine Systems Inc.	IT consulting services	6,062.26
29	Innovative Federal Strategies LLC	Federal legislative advocacy services	5,000.00
30	K&L Hardware and Plumbing Supply Inc	Maintenance, tools, and supplies	156.23
31	Liebert Cassidy Whitmore	Discussions with Partner at LCW regarding public agency best practices related to pre-employment and compensations packages	467.50
32	Melissa Sutton	Parking fee for travel	72.00
33	Merit Oil Company	Diesel delivery for generator	597.34
34	Metropolitan Life Insurance Co	Employee group benefits - dental	9,059.31
35	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	5,208.00
36	Mobile Modular Management Corp	Mobile office rent - UAS Center @ SBD, Perimeter Rd.	1,726.77
37	Product Research Gear LLC	Professional services to provide consulting for UAS Center on	2,622.68
38	Quench USA, Inc.	Water purification system for Building 48	465.46
39	Sage Intacct Inc	Employee user 10-pack for new accounting software	980.00
40	Servpro of South Redlands/Yucaipa	Biowaste removals and cleaning of restrooms at Building 58	882.57
41	Southern California Edison	Electricity	29,520.77

**Inland Valley Development Agency**  
**Register of Demands for Board Meeting**  
**June 12, 2024**

<b>Line</b>	<b>Company Name</b>	<b>Description</b>	<b>Amount</b>
42	Staples Contract & Commercial LLC	Office supplies	3,659.88
43	Successor Agency of IVDA	To cover IVDA short fall	135,021.94
44	Tactical Drone Concepts	Professional services to provide consulting and training	13,500.00
45	Terry Parisher	Professional services to provide consulting to UAS Center on drone policy creation for public and private entities	2,100.00
46	The Gas Company	Gas	6,314.39
47	The San Bernardino Police Officers Association	Security deposit refund	3,523.74
48	Tom Dodson & Associates	Professional services for environmental services	43,963.90
49	Toshiba Business Solutions	Maintenance for office equipment for Building 48	1,417.04
50	United World Life Insurance Co	Employee group benefits - life insurance	6,577.70
51	Utility Telecom Group LLC	Ethernet and phone services for Building 48	1,897.60
52	Verizon Wireless	Wireless monthly service and equipment purchases	771.70
53	VIP Solutions	Weed abatement at 3rd and Tippecanoe	1,211.17
54	Visa	Office supplies and other misc. charges	8,738.58
55	Western Exterminator Company	Pest control	562.78
56	Zenaida Global	Professional consulting services - UAS Center at SBD	9,612.63
			428,634.85

**VISA Breakdown**  
**April 2024**  
**IVDA**

Line	Description	Vendor	Dept.	Amount
1	IVDA branded tablecloth for board meetings	Imprint.com	COB	96.67
2	Monthly subscription fee for financial software	Intuit QuickBooks	Finance	799.75
3	Subscription to AGA National Financial Organization	AGA National	Finance	150.00
4	SHRM Registration for C. Pritchett	Cal State Council	HR	1,405.00
5	Secure HR fax line	Interfax	HR	9.50
6	Employee engagement supplies for staff	Target	HR	33.24
7	Employee engagement supplies for Safety Meeting	Panera Bread	HR	26.28
8	Employee engagement supplies for Class & Comp Meeting	Miss Donuts	HR	74.25
9	Hospitality items for drone training classes	Amazon	UAS	30.89
10	Organizing tray for table for UAS Center Event	Amazon	UAS	30.43
11	Lodging for K. Benson for the Drone America site visit	SpringHill Suites	UAS	411.93
12	Lodging for J.Ramos for the Drone America site visit	SpringHill Suites	UAS	411.93
13	Hospitality for UAS meeting with Space Chiayi	Stater Bros	UAS	143.96
14	Permit to gain access to shooting range	San Bernardino County Department of Public Works	UAS	2,760.75
15	Hospitality items for Building 48 coffee bar	Amazon	Admin	18.94
16	Freeconferencecalls.com for virtual agency meetings	Free Conference Call	Admin	10.00
17	Early check-in fee for airfare for C. Pritchett	Southwest	Admin	20.00
18	Early check-in fee for airfare for C. Pritchett	Southwest	Admin	20.00
19	Airfare to Sacramento for C. Pritchett	Southwest	Admin	309.96
20	Airfare to Sacramento for Inland Action for M. Burrows	SouthWest	Admin	669.46
21	Hospitality for IVDA Finance & Budget meeting	Baja Fish Tacos	Admin	85.65
22	Rideshare for travel in Sacramento for M. Burrows	CMT	Admin	52.40
23	Rideshare for travel in Sacramento for	Uber	Admin	69.48
24	Rideshare for travel in Sacramento for	Uber	Admin	13.89
25	Rideshare for travel in Sacramento for	Uber	Admin	35.88
26	Lodging for travel in Sacramento for	Residence Inn	Admin	277.65
27	Lodging in Sacramento for Inland Action for C. Pritchett	Residence Inn	Admin	555.30
28	Rideshare in Sacramento/Inland Action for C. Pritchett	SQ Dial Cab	Admin	52.08
29	Rideshare in Sacramento/Inland Action for	Uber	Admin	43.98
30	Parking at Ontario Airport for	Uber	Admin	90.00

**VISA Breakdown**  
**April 2024**  
**IVDA**

Line	Description	Vendor	Dept.	Amount
31	Breakfast in Sacramento for	Esquire Grille	Admin	29.33
				\$ 8,738.58
	VISA Statement Balance			\$ 8,738.58
	Date Prepared: 05/28/2024			



**TO: Inland Valley Development Agency Board**

**DATE: June 12, 2024**

**ITEM NO: 5**

**PRESENTER: Mark Cousineau, Director of Finance**

**SUBJECT: RECEIVE AND FILE CASH REPORT FOR MARCH 31, 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 March 31, 2024 for the Inland Valley Development Agency (IVDA).

### **FISCAL IMPACT**

None.

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

**BACKGROUND INFORMATION**

Attached is the Cash Report for March 31, 2024, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$25,060,065.44 on March 31, 2024. Banks' statements reflect \$25,152,726.26. The difference in totals is due to the outstanding checks on March 31, 2024.

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

**Attachments:**

1. Cash Report for March 31, 2024.



# Inland Valley Development Agency

## Cash Report March 31, 2024

### IVDA JPA CASH

<u>Cash</u>	Balance 02/29/24	Activities	Balance 03/31/24
<i>MMKT/ Savings Account - CHASE Bank</i>	2,581,652.14	101.82	2,581,753.96
<i>Checking Account - CHASE Bank</i>	1,900,389.17	(373,354.91)	1,527,034.26
Deposits In Transit:			
Beginning	15,194.31	(15,194.31)	-
Ending	-	-	-
Outstanding Checks:			
Beginning	(73,030.89)	73,030.89	-
Ending		(92,210.82)	(92,210.82)
<i>Payroll Account - CHASE Bank</i>	945.37	-	945.37
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
<i>BRORF Account - CHASE Bank</i>	3,805,484.33	150.09	3,805,634.42
<i>Cash with Fiscal Agent- MECLT Trust</i>	529,316.78	(438,349.71)	90,967.07
Subtotal	8,759,951.21	(845,826.95)	7,914,124.26
<u>Investments</u>			
<i>Local Agency Investment Funds - Regular Account</i>	78,362.02	-	78,362.02
<i>Local Agency Investment Funds - Bond Account</i>	125,550.48	-	125,550.48
Total	203,912.50	-	203,912.50
Subtotal JPA Cash & Investments	8,963,863.71	(845,826.95)	8,118,036.76

### IVDA SUCCESSOR AGENCY CASH

<i>RORF Account - CHASE Bank</i>	293,014.71	-	293,014.71
<u>Investments Held With Fiscal Agent</u>			
Special Fund - US Bank - 2014 series	8,322,788.70	(8,322,772.74)	15.96
Interest Account - US Bank - 2014 series	0.01	-	0.01
<i>Reserve Account- US Bank - 2014 series</i>	16,648,857.17	66.15	16,648,923.32
<i>Principal Account - US Bank- 2014 series</i>	-	-	-
<i>2011 Project Fund - US Bank - 2014 series</i>	74.68	-	74.68
Subtotal SA Cash & Investments	25,264,735.27	(8,322,706.59)	16,942,028.68
Total Cash and Investments	\$ 34,228,598.98	(9,168,533.54)	\$ 25,060,065.44

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



Mark Cousineau, Director of Finance



**TO: Inland Valley Development Agency Board**

**DATE: June 12, 2024**

**ITEM NO: 6**

**PRESENTER: Mark Cousineau, Director of Finance**

**SUBJECT: RECEIVE AND FILE CASH REPORT FOR APRIL 30, 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 April 30, 2024 for the Inland Valley Development Agency (IVDA).

### **FISCAL IMPACT**

None.

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

**BACKGROUND INFORMATION**

Attached is the Cash Report for April 30, 2024, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$24,392,795.10 on April 30, 2024. Banks' statements reflect \$24,531,056.66. The difference in totals is due to the outstanding checks on April 30, 2024.

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

**Attachments:**

1. Cash Report for April 30, 2024.

# Inland Valley Development Agency

## Cash Report

**April 30, 2024**

### IVDA JPA CASH

<u>Cash</u>	Balance 03/31/24	Activities	Balance 04/30/24
<i>MMKT/ Savings Account - CHASE Bank</i>	2,581,753.96	(249,894.44)	2,331,859.52
<i>Checking Account - CHASE Bank</i>	1,527,034.26	(118,676.52)	1,408,357.74
Deposits In Transit:			
Beginning	-	-	-
Ending	-	91,177.20	91,177.20
Outstanding Checks:			
Beginning	(92,210.82)	92,210.82	-
Ending		(229,438.76)	(229,438.76)
<i>Payroll Account - CHASE Bank</i>	945.37	-	945.37
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
<i>BRORF Account - CHASE Bank</i>	3,805,634.42	(249,836.42)	3,555,798.00
<i>Cash with Fiscal Agent- MECLT Trust</i>	90,967.07	(5,061.69)	85,905.38
Subtotal	7,914,124.26	(669,519.81)	7,244,604.45
<u>Investments</u>			
<i>Local Agency Investment Funds - Regular Account</i>	78,362.02	837.28	79,199.30
<i>Local Agency Investment Funds - Bond Account</i>	125,550.48	1,341.48	126,891.96
Total	203,912.50	2,178.76	206,091.26
Subtotal JPA Cash & Investments	8,118,036.76	(667,341.05)	7,450,695.71

### IVDA SUCCESSOR AGENCY CASH

<i>RORF Account -CHASE Bank</i>	293,014.71	-	293,014.71
<u>Investments Held With Fiscal Agent</u>			
Special Fund - US Bank - 2014 series	15.96	-	15.96
Interest Account - US Bank - 2014 series	0.01	-	0.01
<i>Reserve Account- US Bank - 2014 series</i>	16,648,923.32	70.71	16,648,994.03
<i>Principal Account - US Bank- 2014 series</i>	-	-	-
<i>2011 Project Fund - US Bank - 2014 series</i>	74.68	-	74.68
Subtotal SA Cash & Investments	16,942,028.68	70.71	16,942,099.39
Total Cash and Investments	\$ 25,060,065.44	(667,270.34)	\$ 24,392,795.10

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



Mark Cousineau, Director of Finance



**TO: Inland Valley Development Agency Board**

**DATE: June 12, 2024**

**ITEM NO: 7**

**PRESENTER: Jillian Ubaldo, Clerk of the Board**

**SUBJECT: APPROVE MEETING MINUTES: APRIL 10, 2024**

### **SUMMARY**

Submitted for consideration and approval by the IVDA Board: Meeting minutes of the regular meeting held Wednesday, April 10, 2024.

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

Approve meeting minutes of the regular meeting held April 10, 2024.

### **FISCAL IMPACT**

None.

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

### **BACKGROUND INFORMATION**

None.

### **Attachments:**

1. April 10, 2024 meeting minutes.

# INLAND VALLEY DEVELOPMENT AGENCY

## REGULAR MEETING BOARD ACTIONS

WEDNESDAY, APRIL 10, 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	Present
Councilmember John Echevarria	Present
VACANT	

#### City of Loma Linda

Mayor Phillip Dupper, Chairperson	Present
Councilmember Rhodes Rigsby	Present
Councilmember John Lenart (alt)	Absent

#### County of San Bernardino

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

#### City of San Bernardino

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

#### Staff Members and Others Present

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

The Regular Meeting of the Inland Valley Development Agency Board was called to order by Chairperson Phillip Dupper at approximately 5:07 P.M. on Wednesday, April 10, 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 Councilmember John Echevarria in the Pledge of Allegiance.

B. **CLOSED SESSION PUBLIC COMMENT**

There was no closed session public comment.

C. **CLOSED SESSION**

Chairperson Phillip Dupper recessed to closed session at 5:08 P.M. Mr. Michael Lewin, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, read the closed session items as posted on the Agenda.

Member Baca recused himself for Closed Session Item C.a.

- a. Conference with Legal Counsel pursuant to Gov. Code 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**

Chairperson Phillip Dupper reconvened the meeting at 5:42 P.M. Chairperson Dupper asked Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP if there were any reportable items. Mr. Lewin reported that there were none.

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 Redlands Bicycle Classic
- 2b. Ms. Catherine Prichett, Director of Administration, gave a brief report on the 38th Annual Redlands Bicycle Classic, adding that this is the second year the Agency has sponsored the event.

H. **BOARD CONSENT ITEMS**

3. Receive Register of Demands – February 2024
4. Receive and file Cash Report for February 29, 2024, for the Inland Valley Development Agency (IVDA)
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
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
7. Approve Meeting Minutes: March 13, 2024

**ACTION:** Approve Agenda Item Nos. 3-7 of the Consent Calendar.

RESULT: **ADOPTED [UNANIMOUSLY]**

MOTION/SECOND: Navarro / Tran

AYES: Armendarez, Baca, Dupper, Echevarria, Figueroa, Ibarra, Navarro, Rigsby, and Tran

NAYS: None.

ABSTENTIONS: None.

ABSENT: None.



I. **BOARD ACTION ITEMS**

Board Action Item I.8. was heard out of Agenda Order.

9. Consider and discuss offering Spanish Translation Services at the IVDA Board Meetings on a by-request basis

Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, gave a brief overview of offering Spanish translation services on a by-request basis only. He advised that there will be a 72 business hour noticing requirement, as per the agreement with Cal Interpreting and Translations. Mr. Lewin also informed the Board and members of the public that the agenda will still remain available in Spanish on the IVDA website, and information regarding requesting translation services will be noted on the agenda.

Supervisor Jesse Armendarez stated that translation should be offered on an on-call basis.

Mr. Lewin provided clarification on Councilmember Sandra Ibarra's inquiry regarding Spanish translation to viewers from home.

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

**RESULT:** **ADOPTED [UNANIMOUSLY]**

**MOTION/SECOND:** Armendarez / Navarro

**AYES:** Armendarez, Baca, Dupper, Echevarria, Figueroa, Ibarra, Navarro, Rigsby, and Tran

**NAYS:** None.

**ABSTENTIONS:** None.

**ABSENT:** None.

10. Consider and Discuss a Report on Economic Development Initiatives.

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "Inland Valley Development Agency Economic Development Update" (as contained on pages 077-089 in the Agenda Packet).

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

**ACTION:** Consider and discuss a report on Economic Development Initiatives.

11. 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 2024 – IVDA Focal Areas" (as contained on page 092 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.

8. Consider and discuss a report on Alliance California

Mr. Scott Morse of Hillwood Development Company, LLC, referenced a PowerPoint presentation entitled "Building Excellence" (as contained on pages 054-072 in the Agenda Packet) and provided a brief report.

Mr. Morse closed out the meeting with a video presentation entitled "Alliance California 20 Years of Excellence".

Mayor Dupper thanked Mr. Morse for the video presentation and for their partnership.

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

**ACTION:** Consider and discuss a report on Alliance California

J. **ADDED AND DEFERRED ITEMS**

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

There were no 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 6:10 P.M.

**Approved at a Regular Meeting of the Inland Valley Development Agency Board on June 12, 2024.**

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**Jillian Ubaldo**  
**Deputy Clerk of the Board**



**TO: Inland Valley Development Agency Board**

**DATE: June 12, 2024**

**ITEM NO: 8**

**PRESENTER: Darrell Hale, Property Manager**

**SUBJECT: APPROVE THE FORM OF A LEASE AGREEMENT WITH APD, INC. FOR A PORTION OF BUILDING NO. 58**

### **SUMMARY**

APD, Inc. is a light industrial product distribution company currently located in Corona, California. Under the terms of the proposed lease, APD, Inc. would lease approximately 15,000 square feet of interior areas in Building No. 58 (former Base Exchange).

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

Approve the form of a lease agreement with APD, Inc. for a portion of Building No. 58; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None for FY 2023-24. Approval of this lease would provide monthly revenues of \$14,500 (\$171,000 annually) to the Inland Valley Development Agency beginning in FY 2024-25.

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

## **BACKGROUND INFORMATION**

Building No. 58 is a 61,000 square foot facility that was previously operated by the United States Air Force as the Base Exchange. Over the years, the Inland Valley Development Agency (IVDA) has leased portions of the building to companies such as Technical Employment Training and Inland Empire Film Services; however, the center portion of the building has remained vacant.

APD, Inc. is a light industrial distribution company located in Corona, California that is interested in leasing 15,000 square feet of the northerly portion of the building. APD's main product lines are abrasives, tapes and adhesives, electrical, personal protective equipment, reflective material, and automotive repair products. APD converts and packages abrasive materials such as sandpaper and tape products for the 3M Company, Saint-Cobain Corporation and VSM Abrasives. APD was incorporated on March 1, 1998, in the city of Lynnwood, California.

Principle terms and conditions of the proposed lease are as follows:

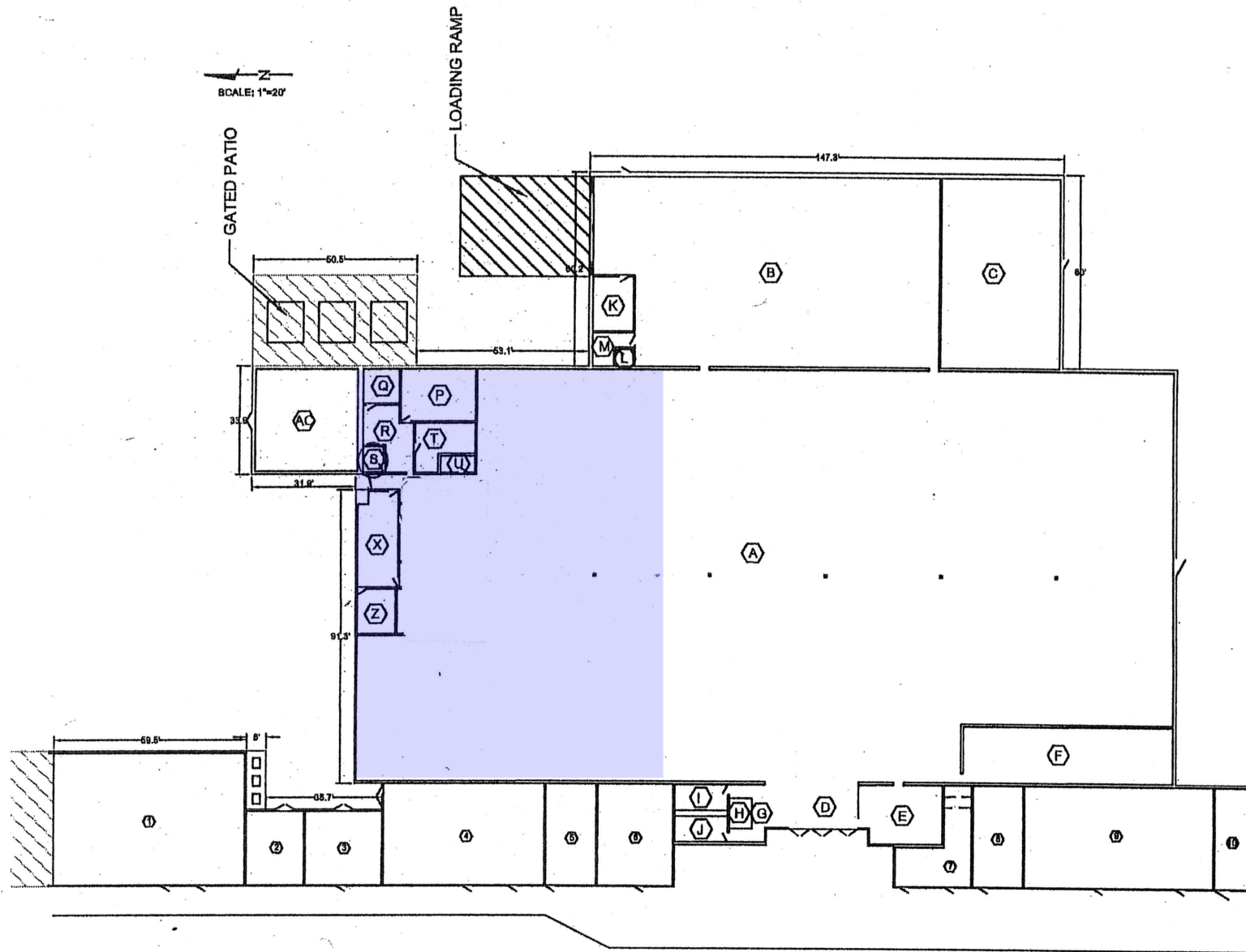
- Premises: approximately 15,000 square feet in the center portion of Building 58
- Lease Term: Five (5)-years, with One (1), five-year option to extend
- 3% annual CPI adjustments
- Security Deposit: One and one-half (1.5) month's rent upon execution of Lease
- Monthly lease revenue of \$14,500 per month (\$171,000 annually)
- IVDA to perform certain tenant improvements to the premises, including demolition, plumbing, interior painting, ceiling, and flooring.
- Modified Gross Lease: APD, Inc. to maintain all portions of the premises and pay all applicable utility charges; electric, janitorial, and refuse
- APD, Inc. to pay all applicable possessory interest taxes and maintain commercial general liability and fire insurance coverage naming SBIAA as an additional insured
- APD, Inc. to comply with all applicable laws, Airport, and local rules and regulations
- Real Estate Broker Commission Payments: 2.5% to Daum Commercial Real Estate; 2.5% to Esfandi Properti.

Staff recommends that the Board approve the above recommended action.

### **Attachments:**

1. Site Map
2. Form of Lease

**BUILDING No. 58**



·BX BUILDING NO. 58

**INLAND VALLEY DEVELOPMENT AGENCY (IVDA)  
LEASE AGREEMENT  
BY AND BETWEEN THE IVDA AND  
APD, INC., a California corporation**

This Inland Valley Development Agency Lease (hereinafter referred to as this "Lease") is dated as of May 30, 2024, by and between the Inland Valley Development Agency, a joint powers authority, herein referred to as "Lessor," and APD, Incorporated, herein referred to as "Lessee," for usage of approximately fifteen thousand ( $\pm 15,000$ ) square feet of office, display, lab, production and distribution space, identified as Suite 1 located at 195 S. Del Rosa Avenue (also referred to as Building 58) in San Bernardino, CA 92408, herein referred to as "Premises," as more specifically described in **Exhibit "A"** attached to this Lease, on the following terms and conditions:

**ARTICLE 1. TERM OF LEASE**

Section 1.1 The Term of this Lease shall commence on August 1, 2024 ("Commencement Date") and expire on October 31, 2029 ("Expiration Date"). Lessee shall be provided early possession of the Premises for move-in and installation of Lessee-owned or licensed equipment upon execution of Lease by both Lessee and Lessor.

Section 1.2 Upon the expiration, cancellation, abandonment, and eviction of Lessee or termination of this Lease, Lessee agrees that it will return the Leased Premises in as good condition and repair as existed upon the Leased Premises as of the Commencement Date or the date of Early Possession, as applicable, reasonable wear and tear excepted.

Section 1.3 If Lessee, with Lessor's express written consent, holds over and continues in possession of the Premises after the Expiration Date, Lessee's continued occupancy of the Premises shall be a month-to-month tenancy subject to all of the other terms and conditions of this Lease. Nothing in this Lease shall be construed as implied consent by Lessor to any holding over by Lessee. Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease on the expiration or other termination of this Lease. Monthly payments of rent by Lessee shall be subject to increase by Lessor at any time after the Expiration Date, and all other terms or provisions of the Lease, shall be subject to change or termination by Lessor after the Expiration Date during any period of holding over upon thirty (30) days prior notice to Lessee of rent increase, change of other terms, or termination of the right of Lessee to possession of the Premises, as applicable.

Section 1.4 Lessee shall have an option to extend the Term of this Lease for One (1) Five-Year (5) period. As a condition precedent to the exercise by Lessee of each such option, Lessee shall give written notice to Lessor of its exercise of the option at least six (6) months prior to the time each such extended term is to commence. Notwithstanding the

foregoing, if Lessee is in default of any of the terms or provisions of this Lease on the date of giving of such notice or if Lessee has been in default more than two (2) times during the prior twenty-four (24) months prior to delivery of the notice, whether or not such default was cured, at the election of Lessor, such notice shall be deemed ineffective and this Lease shall expire at the end of the then current term of the Lease.

Section 1.5 If Lessee decides not to exercise this option, or fails to take any action to either exercise or not exercise this option, Lessee shall vacate the Leased Premises on or before the then applicable termination date of this Lease, or Lessee may remain in possession of the Leased Premises on a month-to-month basis to which both parties agree in writing, prior to expiration of this Lease, at a rental rate of one hundred five percent (105%) of the rental rate for the final year of this Lease. If Lessee notifies Lessor that it desires to exercise this option, but no renewal agreement is executed prior to the expiration of this Lease, this Lease shall terminate at the end of the stated term and Lessee shall vacate the Leased Premises on or before the termination date of this Lease.

## **ARTICLE 2. RENT AND SECURITY DEPOSIT**

Section 2.1 Upon completion of the initial tenant improvements by Lessor following the Lease Commencement date\*, Lessee shall pay Lessor a monthly rent of Fourteen Thousand and Two Hundred and Fifty Dollars and no/100's (\$14,250.00) ("Rent") for the use of the Premises during the remaining term of this Lease, subject to the provisions of Sections 2.3 and 2.4, herein. Each installment of Rent is due on or before the first calendar day of each month, with no express or implied grace period. Rent for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of said month. All Rent payments to Lessor are absolute Rent payments and are not subject to any off-set or credit for any repair or maintenance work of Lessee, other than as specifically set forth in this Lease. Rent shall be paid by Lessee to Lessor at 1601 East Third Street, Suite #1, San Bernardino, California 92408, or, at any other place as Lessor may from time-to-time designate by written notice delivered to Lessee. All monetary obligations of Lessee to Lessor under the terms and conditions of this Lease shall be considered Rent. **\*See Addendum to Lease, Article 12, Rent Schedule**

Section 2.2 Lessee shall deposit with Lessor a deposit in the amount of Twenty-One Thousand Three-Hundred Seventy-Five (\$21,375.00) security for the faithful performance by Lessee of all the terms, covenants and conditions of this Lease. If Lessee defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent. Lessor may use, apply or retain all or any part of this security deposit for the payment of the Rent, any other sum in default or repairs occasioned by the conduct of Lessee, its employees, guests, invitees or agents pursuant to the provisions of Civil Code §1950.7. Lessor shall not be required to keep this security deposit separate from its general funds, and



Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this Lease, the security deposit or any remaining balance shall be returned to Lessee within fourteen (14) days following expiration or other termination of this Lease and Lessor receives possession of the Premises.

Section 2.3 As used herein, a "Rent Year" shall be a twelve (12) month period commencing upon the Lease Commencement Date and each anniversary thereof. At the beginning of the second Rent Year, and at the beginning of each Rent Year thereafter, the monthly base rent shall increase by three percent (3%).

Section 2.4 If Lessee exercises the option in Section 1.4 to extend the Term of this Lease, the Rent for each such option term shall increase by three percent (3%).

### **ARTICLE 3. USE OF PREMISES**

Section 3.1 During the term of this Lease, the Premises shall be used exclusively by Lessee for operation of industrial product conversion and distribution of abrasive materials, tape materials, adhesives, tape primers and, for uses normally incident to that purpose, and for no other purpose. Lessee shall not use or permit the Premises to be used for any other purpose without the prior written consent of Lessor.

Section 3.2 During the Term of this Lease, Lessee shall, unless prevented by conditions beyond Lessee's control, conduct business of the type and nature specified in Section 3.1 of this Lease on the Premises in a diligent and businesslike manner.

Section 3.3 Except for the agreed exclusive use of the Premises specified in Section 3.1, Lessee shall not commit or permit the commission of any acts on the Premises, nor use of the Premises, in any manner that will increase the existing rates for, or cause cancellation of any fire, liability or other insurance policy of Lessor insuring the Premises. Lessee shall, at its own cost and expense, comply with any and all requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises.

Section 3.4 Lessee shall not commit or permit the commission by others of any waste on the Premises. Lessee shall not maintain, commit or permit the maintenance or commission of any nuisance as defined in Civil Code §3479 on the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose.



Section 3.5 Lessee shall also, at its own cost and expense, comply with any and all of the provisions of the Norton Air Force Base Installation Restoration Program and the Norton Air Force Base Federal Facility Agreement by and between EPA Region IX, the State of California and the Air Force.

Section 3.6 Lessee shall at Lessee's own cost and expense comply with any and all statutes, ordinances, regulations and requirements of all governmental agencies and entities, both federal and state and county or municipal, relating to Lessee's use and occupancy of the Premises, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any governmental agency or entity, that Lessee violated any such statute, ordinance, regulation or requirement shall be conclusive as between Lessor and Lessee and shall constitute grounds for termination of this Lease by Lessor upon fourteen (14) days written notice to Lessee.

Section 3.7 On or before the Commencement Date of this Lease, Lessee shall deliver to Lessor, as approved by the appropriate regulatory agency or governmental entity (if applicable), copies of the following:

- (a) Business Registration Certificate (City of San Bernardino)
- (b) Certificate(s) of Insurance
- (c) Tenant Data Sheet

Section 3.8 Additionally, Lessee shall deliver copies to Lessor of any other regulatory approvals, licenses, certificates and registrations required by Federal, State or local authorities for the lawful operation of Lessee's business.

#### **ARTICLE 4. MODIFIED GROSS LEASE**

Section 4.1 This Lease is a "Modified Gross Lease."

- (a) Other than as expressly set forth in this Lease, Lessor shall deliver the Leased Premises in a tenable condition and pay all service charges for gas, water, sewer, and fire alarm service. Lessee shall maintain the interior of the Premises and is responsible for minor plumbing repairs, replacement of light bulbs, and its own janitorial services. Lessee shall furnish and pay all applicable costs associated with its interior electrical and trash service, the provision of electronic or manned security services, vending machines, and its own telephone and data service including pay telephones with respect to its use and occupancy of the Leased Premises.
- (b) Lessor shall maintain the structural portion of the facility as well as the primary

plumbing and sewer lines.

- (c) Lessee shall have shared use of the Exterior Common Area.

Section 4.2 With respect to the Common Areas, the following shall apply.

The term "Common Areas" is defined as Common Areas include parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways. And landscaped areas.

- (a) Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the Term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers and privileges reserved by Lessor under the terms hereof.
- (b) Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any personal property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only with the prior written consent of Lessor or Lessor's designated agent; which consent may be denied or if granted may be revoked at any time. In the event that any unauthorized storage may occur Lessor shall have the right, with ten (10) calendar days' notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable by Lessee upon demand from Lessor.
- (c) Lessor or such other person or persons as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, upon ten (10) calendar days' advance notification to Lessee to establish, modify, amend and enforce reasonable rules and regulations regarding the management, safety, care and cleanliness of the Common Areas and the preservation of good order, as well as for the convenience of other occupants or Lessees of the building wherein the Leased Premises are located and the Property and their invitees. Lessee agrees to abide by and conform to all such established rules and regulations, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall use best efforts to ensure that other lessees of the Property remain in compliance with said rules and regulations.
- (d) Lessor shall have the right, in Lessor's sole discretion:
  - 1. To make changes to the Common Areas upon ninety (90) calendar days' advance notification to Lessee, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces,

parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

2. To temporarily close any of the Common Areas for maintenance purposes so long as reasonable access to the Leased Premises remains available, upon ten (10) calendar days' advance notification; and

3. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Property, or any portion thereof.

## **ARTICLE 5. TAXES**

Section 5.1 Lessee shall pay before they become delinquent all tax assessments, and other charges, levied or imposed by any governmental entity on the furniture, trade fixtures, appliances and other personal property placed by Lessee in, on or about the Premises.

Section 5.2 All real property taxes and assessments levied or assessed against the Premises by any governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public facilities in, on or about the Premises, shall be paid, before they become delinquent, by Lessor. Lessee recognizes that the interests of Lessee in this Lease may be subject to imposition of a tax, as set forth in either Revenue and Taxation Code §107 or Health and Safety Code §33673, by the County Assessor of the County of San Bernardino. Lessee agrees to pay any tax levied on the interests of the Lessee in this Lease and the Premises.

## **ARTICLE 6. CONDITION OF PREMISES**

Section 6.1 Following completion of Tenant Improvements (**see Addendum to Lease, Article 11 Tenant Improvements**) by Lessor and approved by Lessee, Lessee accepts the Premises, in their present condition and stipulates with Lessor that the Premises are in good, clean, safe and tenantable condition as of the Commencement Date of this Lease. Lessee further agrees with and represents to Lessor that the Premises were inspected by Lessee, that Lessee received assurances acceptable to Lessee from sources independent of Lessor or Lessor's agents of the truth of all facts material to this Lease, and the Premises are being Leased by Lessee as a result of its own inspection and investigation and not as a result of any representation made by Lessor or Lessor's agents, except those representations of Lessor expressly set forth in this Lease.

Section 6.2 Lessee shall not make or permit any other person to make any alterations to the Premises without the prior written consent of Lessor.

Section 6.3 Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of inspecting the

Premises to determine whether Lessee is complying with the terms of this Lease, for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises, or for the purpose of performing Lessor's duties under this Lease.

Section 6.4 Upon expiration or other termination of this Lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they existed on the Commencement Date of this Lease, excluding reasonable wear and tear.

## **ARTICLE 7. ENVIRONMENTAL DISCLOSURES, RELEASES AND INDEMNITY**

Section 7.1 Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq) ("CERCLA"), the United States Air Force, as predecessor in interest in the Premises to the Lessor, has given notice informing all interested persons of certain information relating to the presence of certain hazardous substances or toxic or contaminating materials that may affect or concern the Premises and surrounding areas. The CERCLA notice of the Air Force includes a description of remedial action taken by the Air Force that affects or concerns the Premises and surrounding areas prior to the date of this Lease, and the existence and effect of the remedial environmental action covenant of the Air Force concerning the Premises and surrounding areas.

Section 7.2 The Premises includes improvements constructed before 1978 that are presumed to contain Lead Based Paint (LBP) and (Asbestos Containing Materials (ACM). Lessee hereby acknowledges that it has received information from Lessor regarding the potential of LBP and/or LBP hazards and ACM hazards on the Premises. No warranties either express or implied are given with regard to the condition of the Premises including, without limitation, whether the Premises do or do not contain LBP and/or ACM. The information provided to Lessee by Lessor relating to LBP and ACM was obtained by Lessor from the Air Force and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to Lessor or the Air Force, shall not constitute grounds or reason for any claim by Lessee against Lessor with respect to LBP and/or ACM which may be present on the Premises. The failure of Lessee to inspect the Premises for LBP and/or ACM, or to be fully informed as to the condition of all or any portion of the Premises, will not constitute grounds for any claim or demand by Lessee against Lessor or the Air Force with respect to LBP and/or ACM.

Section 7.3 Lessee hereby covenants and agrees that in its use and occupancy of the Premises, it will comply with all applicable environmental laws relating to LBP and ACM. Lessor assumes no liability for damages for personal injury, illness, disability, or death to Lessee, or to Lessee's employees, agents, invitees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP or



ACM on the Premises, whether Lessee properly warned, or failed to properly warn, the persons injured.

Section 7.4 Lessee on behalf of itself and its successors and assigns hereby waives and releases Lessor, its officials, officers, employees, consultants and agents and their successors and assigns from any and all demands, claims, legal or administrative proceedings, losses, liability, damages, penalties, fines, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to the presence or alleged presence of LBP, ACM and all other harmful or hazardous substances in, or, under, or about the Premises including, without limitation, any claims under or on account of: (i) CERCLA or similar statutes, or any regulations promulgated thereunder or (ii) any other environmental laws.

Section 7.5 Lessee expressly waives any rights or benefits available to it with respect to the release as set forth in the preceding paragraph under any provision of applicable law which generally provides that the general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Lease, Lessee acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this section and without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel of its own choosing of the substance of the foregoing and the following and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The undersigned, being aware of this code section, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or common law principles of similar effect.

Initials of Lessee: \_\_\_\_\_

Section 7.6 The provisions of Section 8.5 shall survive any expiration or termination of this Lease.

Section 7.7 "Hazardous Substances" means and includes without limitation those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminate" in CERCLA, RCRA, TSCA, HMTA, or under any other environmental law; and those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302]; and other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and any material, waste, or substance that is: (1) a petroleum or refined petroleum product, (2) asbestos, (3) polychlorinated biphenyl, (4) designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317, (5) a flammable explosive, or (6) a radioactive material.

Section 7.8 Lessee shall not cause or permit any Hazardous Substance to be used, generated, manufactured, produced, stored, brought upon, or released, on, in, under or about the or the Premises, or transported to or from the Premises, by Lessee, its agents, employees, contractors, invitees or third-parties in violation of any environmental laws.

Section 7.9 Without limiting the foregoing, if the activities of Lessee, its officers, agents, employees, contractors, or invitees on the Premises result in an unpermitted, unscheduled or unauthorized release or contamination of the Premises by any Hazardous Substance, Lessee shall at its sole cost and expense promptly take all actions necessary to return the Premises to the condition existing prior to the unpermitted, unscheduled or unauthorized release of any such Hazardous Substance.

Section 7.10 Lessee shall comply with all Federal, State and local environmental laws, regulations and standards applicable to Lessee's activities on the Premises.

## **ARTICLE 8. GENERAL INDEMNITY AND INSURANCE**

Section 8.1 Lessee shall assume, all liability to persons which may be attributable or incident to Lessee's negligence or breach of this Lease, or by the negligence or breach of this Lease by any of Lessee's agents, employees, contractors, assigns of the invitees of any of them. Lessee further agrees to indemnify, save, hold harmless, and defend Lessor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney fees arising out of, or in any manner predicated upon personal injury, or death resulting from, related to, caused by claimed, alleged or incident to Lessee's negligence in the carrying out of the terms of this Lease, or breach of this Lease, or any and all other activities conducted by Lessee, its agents, employees, contractors or assigns, or any of their invitees, incident of this Lease.

Section 8.2 Throughout the Term of this Lease, and at all times that Lessee is in possession of the Premises, Lessee shall carry and maintain public liability insurance, including but not limited to insurance against assumed and contractual liability under this Lease, with per

occurrence limits of liability of not less than \$1,000,000 for property damage, \$1,000,000 in the event of bodily injury or death of any one person, and \$1,000,000 for any one accident or casualty. All such insurance policies shall name Lessor as an additional insured. Lessee waives subrogation and agrees that Lessor and Lessee are coinsured. Lessee waives any and all rights of recovery against Lessor. Lessee assumes all risk of damage to property in or about the Premises from any cause and Lessee hereby waives all claims against Lessor for such property damage.

Section 8.3 If and to the extent required by law, Lessee shall carry and maintain workers' compensation insurance or similar insurance in the form and amounts required by law.

Section 8.4 All insurance that Lessee is required to carry or maintain or cause to be carried or maintained under this Lease shall be in such form, for such amounts, for such periods of time and with such insurers as the Lessor may require or approve. All insurance policies shall be issued by responsible carriers authorized to do business in California.

Section 8.5 Lessee shall deliver or cause to be delivered promptly to Lessor a certificate of insurance evidencing the insurance required under this Lease and shall also deliver, no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

Section 8.6 Lessee shall, during the term of this Lease and at all times that Lessee is in possession of the Premises, procure, carry and pay for fire and extended coverage insurance on the value of Lessor's equipment and fixtures located on or about the Premises. The policy shall name Lessor as an additional insured and shall be issued by an insurance company authorized to do business in California that is reasonably acceptable to Lessor.

Section 8.7 Lessee shall, during the term of this Lease and any renewals or extensions this Lease, maintain at Lessee's own cost and expense an insurance policy issued by an insurance company authorized to conduct insurance business in California and reasonably acceptable to Lessor insuring for their full insurable value all fixtures, equipment, tenant improvements, all inventory that is, at any time during the Term of this Lease, in or on the Premises and any other personal property of the Lessee, its employees or customers against damage or destruction by fire, theft or the elements.

Section 8.8 Each of the insurance policies shall be issued by insurance companies admitted to do business in the State of California, be in a form reasonably satisfactory to Lessor and shall carry an endorsement that, before changing or canceling any policy, the issuing insurance company shall give Lessor at least thirty (30) days prior written notice. Duplicate originals or certificates of all such insurance policies shall be delivered to Lessor.

## **ARTICLE 9. ASSIGNMENT, SUBLETTING, DEFAULTS AND REMEDIES**

Section 9.1 Lessee shall not sublet, encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises without first obtaining the express written consent of Lessor, which shall not be unreasonably withheld.

Section 9.2 The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

- (a) The vacating or abandonment of the Premises by Lessee. The absence of Lessee from or failure by Lessee to conduct business on the Premises for a period of thirty (30) consecutive calendar days shall constitute such abandonment.
- (b) The failure by Lessee to make any payment of Rent or any other payment required to be made by Lessee under this Lease as and when due, where such failure shall continue for a period of seven (7) calendar days after written notice from Lessor to Lessee.
- (c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in Paragraph (b) above, where such failure shall continue for a period of thirty (30) calendar days after written notice from Lessor to Lessee.
- (d) The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to be adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, it is dismissed within thirty (30) calendar days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets or Lessee's interest in this Lease, when that seizure is not discharged within thirty (30) calendar days.

Section 9.3 In the event of a material default or breach of this Lease by Lessee, Lessor may terminate Lessee's right to possession of the Premises upon ten (10) days written notice to Lessee, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor on or before the expiration of said ten (10) day period. On termination of this Lease, Lessor may recover from Lessee all of the following:

- (a) The worth at the time of the award of any unpaid Rent that had been earned at the time of the termination, to be computed by allowing interest at the rate of ten percent (10%) per annum, but in no case greater than the maximum interest allowed by law;
- (b) The worth at the time of the award of the amount by which the unpaid Rent that would have been earned between the time of the termination and the time of



- the award exceeds the amount of unpaid Rent that Lessee proves could reasonably have been avoided, to be computed by allowing interest at the rate of ten percent (10%) per annum, but in no case greater than the maximum interest allowed by law;
- (c) The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Lease Term after the time of the award exceeds the amount of unpaid Rent that Lessee proves could reasonably have been avoided, to be computed by allowing interest at the rate of ten percent (10%) per annum, but in no case greater than the maximum interest allowed by law;
  - (d) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform obligations under this Lease, including brokerage commissions and advertising expenses, expenses of remodeling the Premises for a new tenant and any special concessions to obtain a new tenant; and
  - (e) Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

Section 9.4 Lessor shall have the remedy described in Civil Code Section 1951.4, which provides that, when a Lessee has the right to sublet or assign (subject only to reasonable limitations), Lessor may continue the lease in effect under Lessee's breach and abandonment and recover Rent as it becomes due. Accordingly, if Lessor does not elect to terminate this Lease on account of any default by Lessee, Lessor may enforce all of Lessor's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

Section 9.5 Lessor shall be in default under this Lease if Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) calendar days after written notice by Lessee to Lessor. Lessee waives any right to terminate this Lease and to vacate the Premises on Lessor's default under this Lease. Lessee's sole remedy on Lessor's default is an action for damages or injunctive or declaratory relief.

Section 9.6 When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure Section 1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by this Lease shall replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure Section 1162 or any similar or successor statute.

Section 9.7 The Rent is due on the first day of the month. If the first day of the month falls on a Saturday, Sunday or holiday, the Rent is due to Lessor on the preceding business day. If Lessee fails to timely pay the monthly Rent, a late fee of ten percent (10%) of Lessee's Rent shall be charged. If Rent is not received by the tenth calendar day of the month, the Lessor may terminate this Lease, upon fifteen (15) days written notice to Lessee.

## **ARTICLE 10. MISCELLANEOUS**

Section 10.1 Lessee shall not place any sign or trade fixture upon the Premises without the Lessor's prior written consent.

Section 10.2 If the Premises or any portion are taken under the power of eminent domain, any award for the taking of all or any part of the Premises under the power of eminent domain shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the Leasehold or for the taking of the fee, or as severance damages.

Section 10.3 Performance by either party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to the force majeure events of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or weather-caused delays (that are not attributable to the fault of the party claiming an extension of time) or acts or failure to act of any public or governmental agency or entity; provided that acts or failure to act of Lessor shall not extend the time for Lessor to act. An extension of time for any such force majeure cause shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the party claiming the existence of the delay first provide the other party with written notice of the occurrence of the delay within fifteen (15) calendar days of the occurrence of the event giving rise to delay. The parties hereto expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any of them which may have provided a basis for entering into this Lease and which occur at any time after the execution of this Lease, are not force majeure events and do not provide any party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking which may arise under this Lease. Also, financial inability to perform is not a force majeure event and shall not excuse any performance or delay in performance.

Section 10.4 Notwithstanding Section 11.3, Lessor shall have the right to terminate this Lease and shall have no obligation to repair, restore or rebuild the Premises or the Building, if damage or destruction resulting from a Force Majeure, including without limitation earthquakes, fires or floods, exceeds 25% of the value of the Premises. If Lessor elects to terminate this Lease pursuant to this Section, Lessor shall give written notice to Lessee not later than sixty (60) days after occurrence of the Force Majeure.

Section 10.5 This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Lessor and Lessee, but nothing in this Section shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

Section 10.6 This Lease (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Lease may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. No waiver by Lessor of any provision of this Lease shall be effective, unless in writing, and shall not constitute a waiver of any other provision of this Lease or of any subsequent breach by Lessee of the same or any other provision. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

Section 10.7 If any term or provision or portion thereof of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section 10.8 Any Notice required or permitted to be given under this Lease shall be in writing and delivered to the following addresses for Lessor or Lessee, as applicable:

If to Lessor:	Chief Executive Officer Inland Valley Development Agency 1601 East Third Street, Suite 1 San Bernardino, California 92408 Tel: (909) 382-4100 Email: mburrows@sbdairport.com
If to Lessee:	APD Incorporated James J. Shih, President 1460 Paso Fino Place Norco, CA 92860 Tel: (888) 627-3462 Email: james@apdindustrial.com

Either party may, by written notice to the other party, specify a different address for notice purposes. Any such notice or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender on the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, the date sent by email and confirmed by First Class United States Mail or two (2) calendar days after it is placed in the United States Mail.

#### Section 10.9

- (a) No waiver of any provision of this Lease shall be implied by any failure of Lessor to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by Lessor of any provision of this Lease must be in writing. Such written waiver shall affect only the provisions specified and only for the time and in the manner stated in the writing.
- (b) No receipt by Lessor of a lesser payment than the Rent required under this Lease shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. Lessor may accept checks or payments without prejudice to Lessor's right to recover all amounts due and pursue all other remedies provided for in this Lease.
- (c) Lessor's receipt of monies from Lessee after giving notice to Lessee terminating this Lease shall in no way reinstate, continue, or extend the Lease Term or affect the Termination Notice given by Lessor before the receipt of those monies. After serving notice terminating this lease, filing an action, or obtaining final judgment for possession of the Premises, Lessor may receive and collect any Rent due, and the payment of that Rent shall not waive or affect such prior notice, action, or judgment.

Section 10.10 This Lease is subordinate to any ground Lease, mortgage, deed of trust or any other hypothecation or security now placed upon the real property of which the Premises are a part and to any and all obligatory advances made on such security. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed, if Lessee is not in default, and so long as Lessee shall pay the Rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms.

Section 10.11 If either party to this Lease brings an action to enforce or declare rights under this Lease, the prevailing party in any such action shall be entitled to its reasonable costs, attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom and any appeals therefrom, and enforcement of any judgment in connection therewith, as determined by the court.

Section 10.12 Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders or lessees, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable.

Section 10.13 Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Lease shall not be construed as if it had been prepared by one of



the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections are to this Lease. All exhibits referred to in this Lease are attached and incorporated by this reference. In the event the date on which Lessor or Lessee is required to take any action under the terms of this Lease is not a business day, the action shall be taken on the next succeeding business day.

Section 10.14 The parties hereto acknowledge that this Lease has been negotiated and entered into in California. The parties hereto expressly agree that this Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

Section 10.15 Time is of the essence of this Lease and each of its provisions.

Section 10.16 It is understood and acknowledged that Lessor shall act by and through the authority of its Chief Executive Officer, who shall exercise all actions to be taken by Lessor.

Section 10.17 It is understood and agreed that this Lease shall not become effective until approved by the legislative body of Lessor.

Section 10.18 This Lease may be executed in original counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same binding contract. This Lease, and any counterpart, may be executed by the facsimile signature of either party. A facsimile or photocopy signature is as valid and binding as an original signature for purposes of this Lease.

Section 10.19 Real Estate Brokers.

- a) Representation: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm DAUM Commercial Real Estate Services License No. 01129558 Is the broker of the Lessor. Lessor's Agent Lee Spence License No. 00954487 is the Lessor's Agent (salesperson or broker associate).

Lessee's Brokerage Seppi Esfandi License No. 01330507

Lessee's Agent Seppi Esfandi is the Lessee's Agent (salesperson or broker associate).

- b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in Daum's signed listing agreement

Section 10.20 Lessee shall within ten (10) days after written notice from Lessor execute, acknowledge and deliver an Estoppel Certificate in writing in a form reasonably requested by

Lessor, certifying to the complete performance of Lessor under this Lease or indicating in writing any exceptions, plus such additional information, confirmation and/or statements as may be reasonably requested by Lessor.

Section 10.21 If Lessor desires to finance, refinance or sell the Premises, or any part of this Premises, Lessee shall attorn to any potential lender or purchasers designated by Lessor and shall provide such financial statements of Lessee as may be reasonably required by such lender or purchaser, including, but not limited to Lessee's financial statements for the previous three years.

Section 10.22 Lessee acknowledges that it will use the Demised Premises to promote economic development and opportunity, foster effective transportation access, enhance and protect the environment, and balance resources through sound management of development in accordance with the Comprehensive Economic Development Strategy ("CEDS") for the greater area of the City of San Bernardino. Lessee acknowledges that it must comply with U.S. Department of Trade and Commerce, Economic Development Administration ("EDA") and CEDS policies concerning non-discrimination. Lessee acknowledges that its use of the Demised Premises relating to EDA and CEDS policies is subject to review by the EDA. Lessee acknowledges that a copy of the CEDS is available for review at the office of the IVDA.

**[SIGNATURES ON FOLLOWING PAGE]**

THEREFORE, the Inland Valley Development Agency and the APD Incorporated execute this Lease by and through the signatures of their duly authorized representatives, as set forth below:

LESSOR:  
INLAND VALLEY DEVELOPMENT AGENCY,  
a Regional Joint Powers Authority

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

ATTEST:

\_\_\_\_\_

LESSEE:  
APD Incorporated, a California corporation

By: \_\_\_\_\_ 6/3/2024  
James J. Shih  
President

By: \_\_\_\_\_ 6/3/2024  
Siavash Esfandi,  
CEO



## **ADDENDUM TO LEASE**

By and Between

Inland Valley Development Agency (IVDA) - Lessor  
and  
APD Incorporated, a California corporation-Lessee

Dated August 1, 2024

### **ARTICLE 11. TENANT IMPROVEMENTS**

Section 11.1 Lessor will be responsible for completing all fire, life safety and code compliance improvements at its sole cost and expense as well as certain tenant improvement work as follows:

- a. Remove existing offices: AA, AB,V,W & Y (see Exhibits "A" & "A-1")
- b. Renovate\* remaining offices and areas: P, Q, R, S, T, U, X & Z (see Exhibits "A" & "A-1")  
\*New paint, lighting, ceiling tiles, floor covering and HVAC system
- c. Convert former restroom "S" into a storage room. For area "R", install a breakroom counter with electrical outlets, sink and lower cabinet in the open area of room and install a water line and electrical outlet for a refrigerator and an electrical outlet at the adjacent wall.
- d. Provide fencing demising the warehouse area (see Exhibit "A")

### **ARTICLE 12. RENT SCHEDULE**

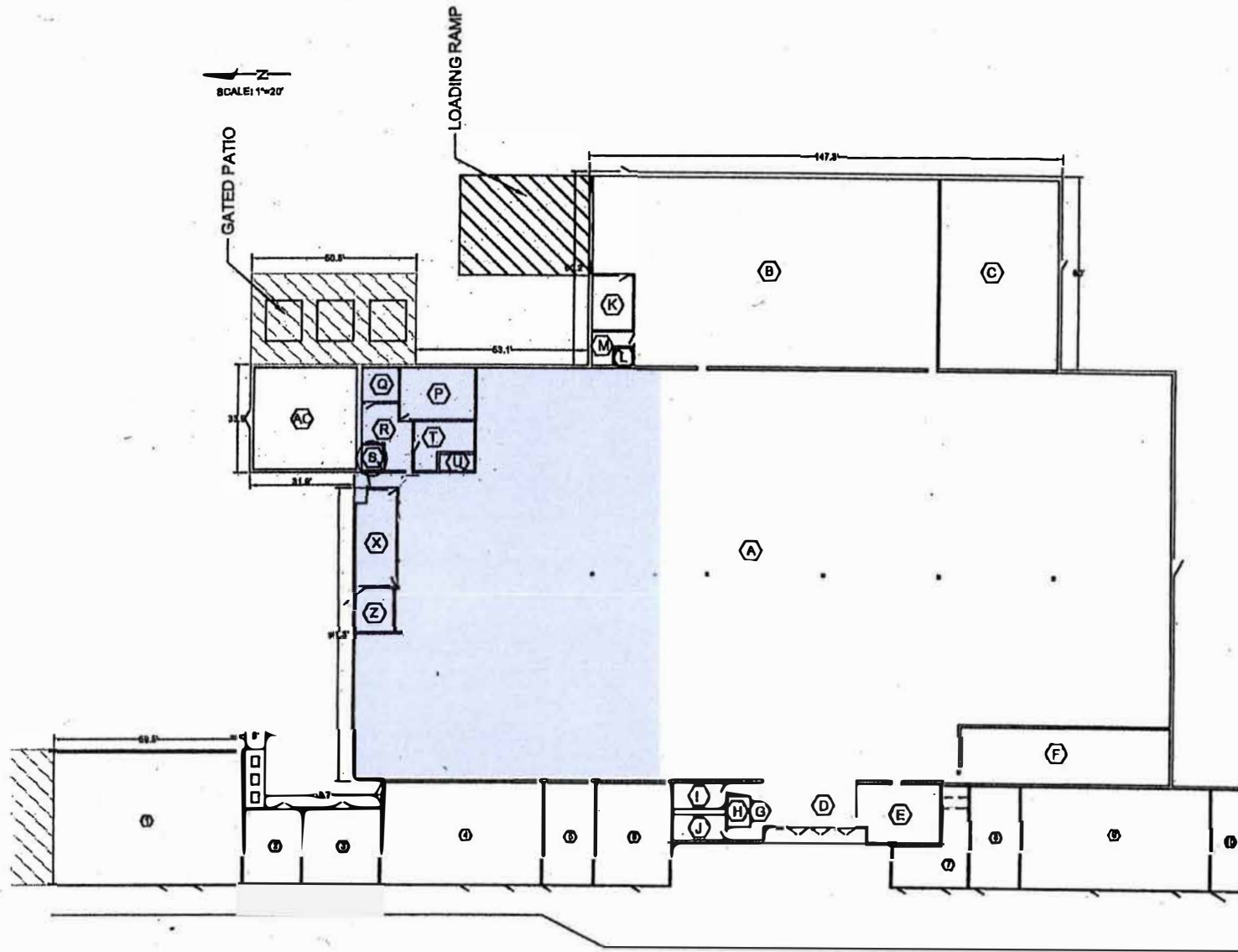
Section 12.1 The following rent schedule shall apply (rounded to nearest dollar):

Month 1-----\$14,250.00  
Month 2, 3 and 4-----\$0.00  
Months 4 thru 12-----\$14,250.00 per month  
Months 13 thru 24-----\$14,678.00 per month  
Months 25 thru 36-----\$15,118.00 per month  
Months 37 thru 48-----\$15,572.00 per month  
Months 49 thru 63-----\$16,039.00 per month

EXHIBIT "A"

(See Following Page)

# BUILDING No. 58

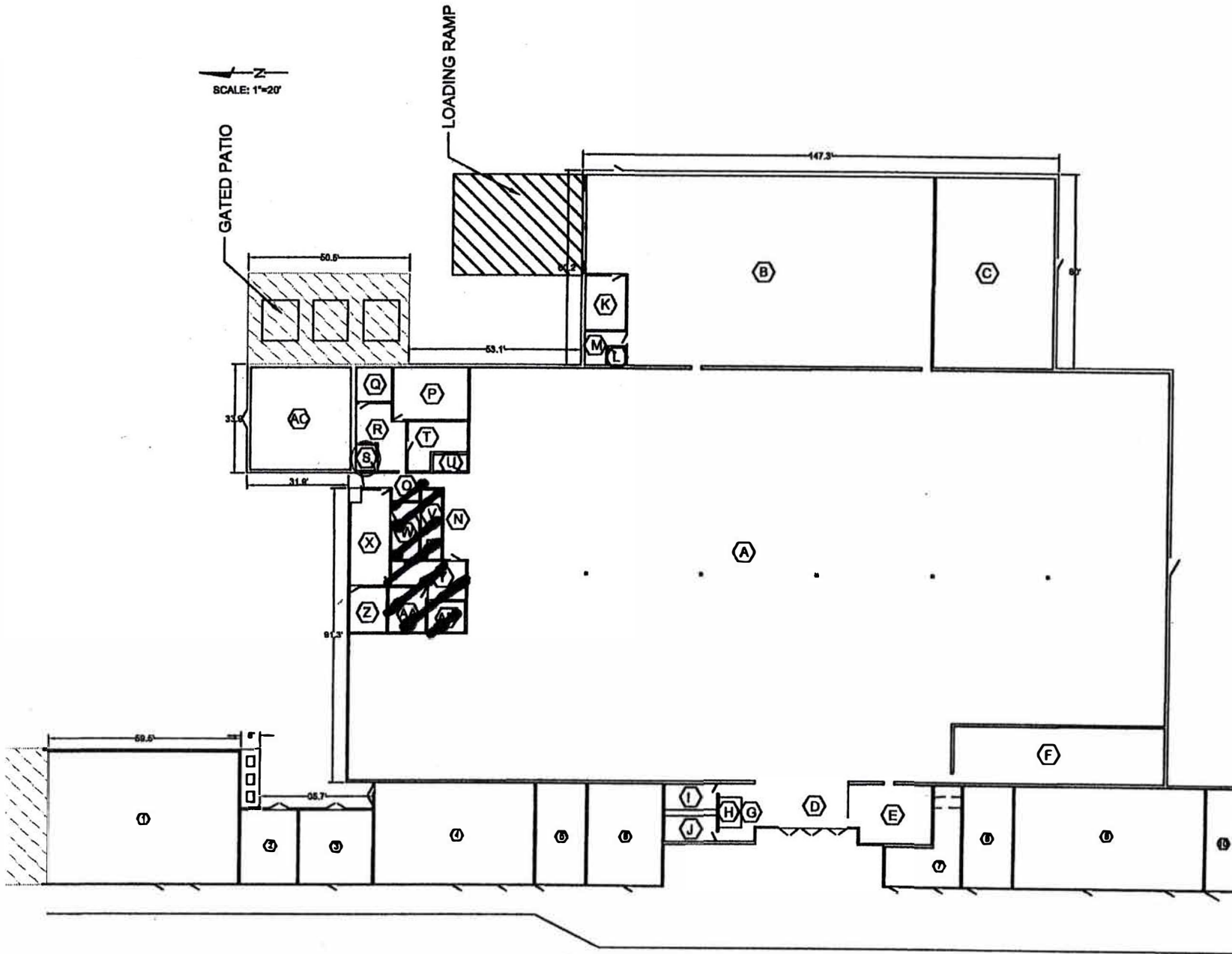


BX BUILDING NO. 58

EXHIBIT "A-1"

**(See Following Page)**

**BUILDING NO. 58**



BX BUILDING NO. 58



**TO: Inland Valley Development Agency Board**

**DATE: June 12, 2024**

**ITEM NO: 9**

**PRESENTER: Jeff Barrow, Director of Development**

**SUBJECT: AWARD A CONSTRUCTION CONTRACT TO AEC MORENO CORPORATION IN AN AMOUNT NOT TO EXCEED \$105,000 FOR BUILDING 58: NEW OFFICE SPACE PROJECT**

### **SUMMARY**

The award of this construction contract would authorize AEC Moreno Corporation to construct tenant improvements at Building 58, as part of the lease agreement with a new incoming tenant.

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

Approve a \$56,000 increase to the Capital Project Fund, Account 50281 – Building 58 Tenant Improvements to provide funds to construct tenant improvements.

Award a construction contract to AEC Moreno Corporation in an amount not to exceed \$105,000.00 for Building 58: New Office Space Project; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

\$56,000 increase in the adjusted Inland Valley Development Agency Fiscal Year 2023-2024 Budget in the Capital Project Fund, Account 50281 – Building 58 Tenant Improvements from \$50,000 to \$106,000 of which \$105,000 will be allocated to this contract.

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

## **BACKGROUND INFORMATION**

Building 58 is located at 195 S Del Rosa Avenue in San Bernardino, CA. Throughout the years, Building 58 has housed multiple tenants and has been a good source of revenue for the Inland Valley Development Agency (IVDA). Currently, Building 58 requires tenant improvements to accommodate an incoming tenant. These improvements will increase the open warehouse space and create new office space. It is recommended that the IVDA Board approve this line action item to create a fully functional space, to serve current and future tenants.

Among the tenant improvements are the demolition of existing damaged walls and partitions to create additional warehouse space and remodeling of existing rooms to be utilized as office space. The following new items will be installed: T-bar ceiling, hard lid ceiling, VCT flooring, lighting, HVAC units, doors, frames, and baseboards. Other cosmetic repairs such as drywall patching and new paint will be performed throughout the entire building area. For functionality, the existing Men's restroom will be converted to a storage room and the existing Women's restroom will be converted to a Unisex restroom.

This project aligns with IVDA's commitment to providing a safe, efficient, and user-friendly experience for tenants.

Staff solicited proposals from qualified contractors. Three (3) proposals were received, with the full project cost identified below:

- AEC Moreno Corporation \$105,000
- Leonida Builders \$115,000
- Jergensen Construction Declined to Bid

IVDA's standard construction contract form will be used for this project.









Staff recommends that the Board approve the above recommended action.

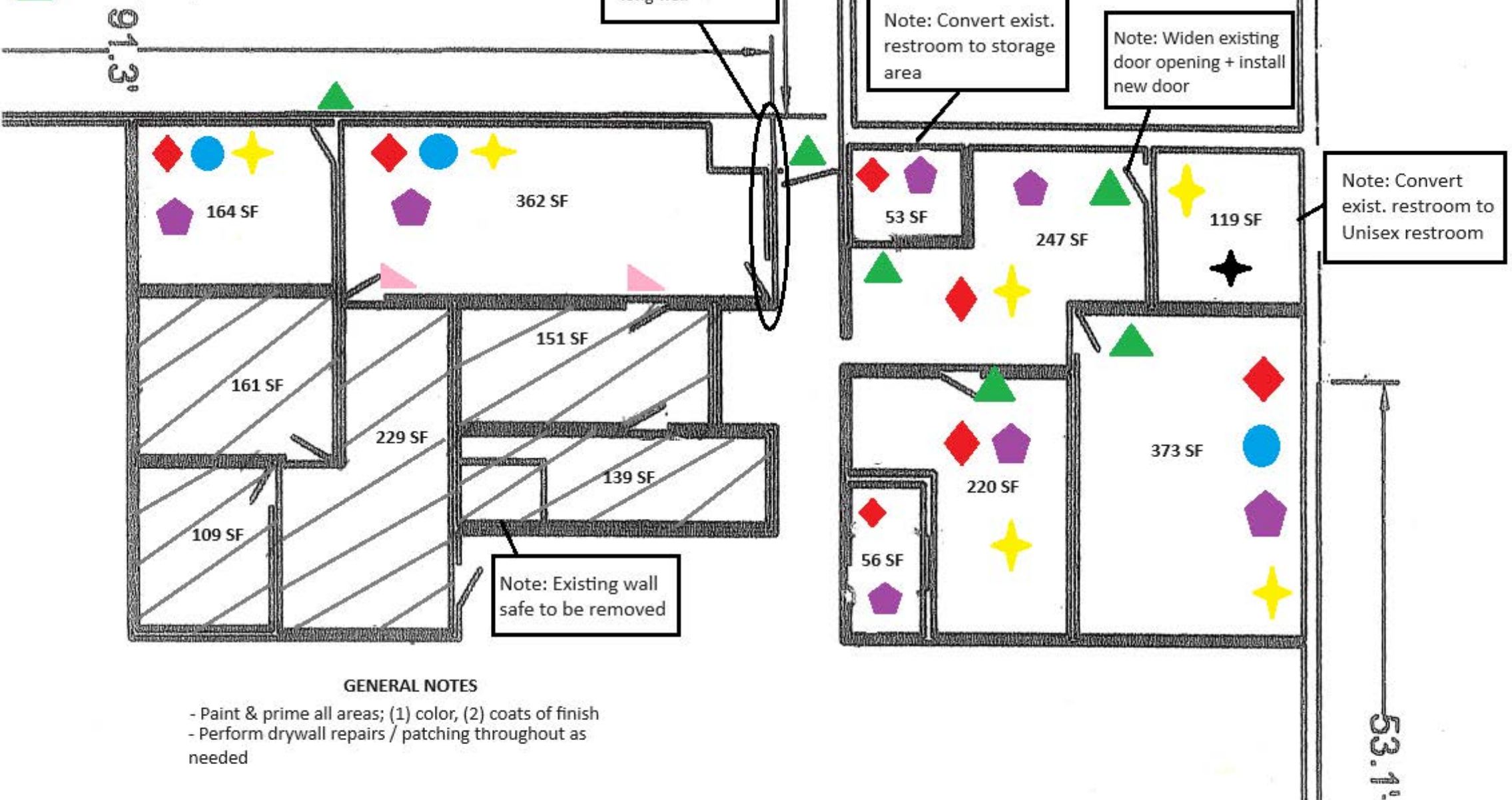
### **Attachments:**

1. Work Detail Map
2. Schedule of Values
3. Contractor's Proposals



# ICON LEGEND

-  New VCT flooring & baseboard
-  New lighting
-  HVAC
-  New door, frame, & hardware
-  Door opening to fill
-  Demo areas
-  T-bar ceiling
-  Hard lid ceiling



## GENERAL NOTES

- Paint & prime all areas; (1) color, (2) coats of finish
- Perform drywall repairs / patching throughout as needed

# **Building 58: Demolition & New Office Space Project**

## **Schedule of Values**

Provide all labor, materials, and equipment for completion of the following line items:

Item No.	Description	QTY	Unit	Unit Cost	Total Fee
1	Demolition	789	SF		
2	New T-bar ceiling	1,475	SF		
3	New hard lid ceiling	119	SF		
4	New lighting (*adequate for office space) (*with ceiling motion sensors)	1	LS		
5	New HVAC units (*adequate for office space)	1	LS		
6	New VCT flooring (*type: Armstrong Tile) (*owner to select color)	1,475	SF		
7	New baseboard (*on all walls) (*type: Burke Collection) (*owner to select color)	1	LS		
8	New prefinished doors, aluminum frames, hardware, & signage	6	EA		
9	Erect new 7' long wall	1	LS		
10	Drywall repairs / patching (*throughout, as needed)	1	LS		
11	Prime & paint (*1 color) (*2 coats of finish)	1,594	SF		
12	Convert existing Men's restroom to storage room (*plug & cap all utilities)	1	LS		
13	Convert existing Women's restroom to Unisex restroom	1	LS		
14	Remove existing wall safe	1	LS		
				<b>Total Cost:</b>	<b>\$0.00</b>

**Building 58: Demolition & New Office Space Project**  
**Schedule of Values**

Provide all labor, materials, and equipment for completion of the following line items:

Item No.	Description	QTY	Unit	Unit Cost	Total Fee
1	Demolition	789	SF	\$ 10.00	\$ 7,890.00
2	New T-bar ceiling	1,475	SF	\$ 5.00	\$ 7,375.00
3	New hard lid ceiling	119	SF	\$ 10.00	\$ 1,190.00
4	New lighting (*adequate for office space)	1	LS	\$ 11,000.00	\$ 11,000.00
5	New HVAC units (*adequate for office space)	1	LS	\$ 20,000.00	\$ 20,000.00
6	New VCT flooring	1,475	SF	\$ 8.00	\$ 11,800.00
7	New baseboard (*on all walls)	1	LS	\$ 3,500.00	\$ 3,500.00
8	New doors, frames, & hardware	6	EA	\$ 2,200.00	\$ 13,200.00
9	Erect new 7' long wall	1	LS	\$ 2,500.00	\$ 2,500.00
10	Drywall repairs / patching (*throughout, as needed)	1	LS	\$ 4,000.00	\$ 4,000.00
11	Paint (*1 color) (*2 coats of finish)	1,594	SF	\$ 5.00	\$ 7,970.00
12	Convert existing Men's restroom to storage room	1	LS	\$ 2,000.00	\$ 2,000.00
13	Convert existing Women's restroom to Unisex restroom	1	LS	\$ 7,500.00	\$ 7,500.00
14	Remove existing wall safe	1	LS	\$ 3,000.00	\$ 3,000.00
<b>Sub Total Cost</b>					<b>\$102,925.00</b>
<b>Performance Bond</b>					<b>\$2,075.00</b>
<b>Grand Total</b>					<b>\$105,000.00</b>

Exclusions:

- Men's Restroom conversion storage considers demolition and removal of all existing plumbing fixtures and capping of drains and water lines, does not include adding shelving or any other storage accessories, scope considers the drywall patching and paint.
- Womens Restroom conversion to a Unisex Restroom considers leaving all plumbing fixtures in place and cleaning restroom and painting and drywall patching the walls. No new plumbing fixtures or partitions are included as part of this scope of work. All existing accessories, grab bars, mirrors, towels holder, toilet paper dispenser will remain "as-is".
- No Demo on existing AC is considered.

LEONIDA BUILDERS INC.

PROPOSAL

32023 Crown Valley Road  
Acton, CA 93510  
**Licensed & Insured**

TEL: (909)275-3354      FAX: (951)566-4022

LICENSE NO. 896772  
Classifications: A, B, & C-8  
DIR No. 1001081351

**JOB**  
San Bernardino International Airport Authority  
Jeff Barrow  
1601 East Third Street, Suite 100  
San Bernardino, CA 92408

PROPOSAL NUMBER | P-2674  
PROPOSAL DATE | May 21, 2024

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	Demolition	789	SF	12	\$9,468.00
2	New T-bar ceiling	1,475	SF	7	\$10,325.00
3	New hard lid ceiling	119	SF	18	\$2,142.00
4	New lighting (*adequate for office space)(*with ceiling motion sensors)	1	LS	15000	\$15,000.00
5	New HVAC units (*adequate for office space)	1	LS	18682	\$18,682.00
6	New VCT flooring (*type:Armstrong Tile)(*owner to select color)	1,475	SF	7	\$10,325.00
7	New baseboard (*on all walls)(*type:Burke Collection)(*owner to select color)	1	LS	5000	\$5,000.00
8	New prefinished doors,aluminum frames,hardware, & signage	6	EA	1200	\$7,200.00
9	Erect new 7' long wall	1	LS	3000	\$3,000.00
10	Drywall repairs/ patching (*throughout,as needed)	1	LS	10000	\$10,000.00
11	Prime & paint (*1 color)(*2 coats of finish)	1,594	SF	7	\$11,158.00
12	Convert existing Men's restroom to storage room (*plug & cap all utilities)	1	LS	2500	\$2,500.00
13	Convert existing Women's restroom to Unisex restroom	1	LS	6700	\$6,700.00
14	Remove existing wall safe	1	LS	3500	\$3,500.00
Work to be performed Monday - Friday 7:00am - 3:30pm					
PROPOSAL IS ONLY VALID FOR 30 DAYS FROM THE ABOVE-CAPTIONED PROPOSAL DATE. IF PROPOSAL IS ACCEPTED, SEPARATE CONTRACT WILL FOLLOW.		Base Bid:			\$115,000.00
Exclusion: Limited to the scope of work listed above.		Alternative:			\$0.00
Note:		Base bid + Alternative:			\$115,000.00

DIRECT ALL INQUIRIES TO:  
Kelly Orellana  
LEONIDA BUILDERS INC.  
(909) 275-3354  
[kelly@leonidabuilders.com](mailto:kelly@leonidabuilders.com)

Accepted by: \_\_\_\_\_  
Date of Acceptance: \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!



**TO: Inland Valley Development Agency Board**

**DATE: June 12, 2024**

**ITEM NO: 10**

**PRESENTER: Michael Lewin, Legal Counsel**

**SUBJECT: APPROVE THE FORM OF AN EMPLOYMENT AGREEMENT WITH MICHAEL BURROWS TO SERVE IN THE CAPACITY OF CHIEF EXECUTIVE OFFICER**

### **SUMMARY**

Michael Burrows has served as the Inland Valley Development Agency's (IVDA) Executive Director/CEO since July of 2015. Michael Burrows' current contract is set to expire as of June 30, 2024. Pursuant to the direction of the IVDA Board, a proposed new contract has been agendized for consideration. During the term of the proposed new agreement, Mr. Michael Burrows will oversee all administrative and operational matters of both IVDA and SBIAA organizations. In addition, he will be responsible for continuing to implement the adopted Strategic Plans and Business Plans for each organization as a function of his evaluation process. This item will also be recommended for approval by the San Bernardino International Airport Authority (SBIAA) Commission.

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

Approve the form of an Employment Agreement with Michael Burrows to serve in the capacity of Chief Executive Officer; and authorize the Chairperson to execute the Agreement on behalf of the IVDA.

### **FISCAL IMPACT**

Sufficient funding for the Chief Executive Officer position is included in the adopted Inland Valley Development Agency (IVDA) Budget for Fiscal Year 2024/2025. The salary, benefits, and associated employer expenses will be covered through a 50% cost allocation with the SBIAA.

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

**BACKGROUND INFORMATION**

Mr. Michael Burrows has served the IVDA and SBIAA as their Executive Director/CEO for the past nine years. Mr. Burrows began his tenure with the IVDA in 1997 and has subsequently served in various capacities and private sector roles including the Acting Executive Director from 2014-2015. He has over 27 years of experience with IVDA and SBIAA.

During the term of the Agreement, Mr. Burrows will oversee all administrative and operational matters of the organization. Specifically, as set out in the Agreement, he is responsible for scheduling meetings necessary to complete the strategic goal setting process for each organization. He then will be responsible for the performance of those goals assigned to the Chief Executive Officer and those will form the basis for his evaluation.

The Agreement provides that the two organizations will share the Chief Executive Officer, although to do so does not form a joint powers entity or joint venture between them, but promotes fiscal and operational efficiency. Costs will be allocated between the two organizations as set out in their respective budgets.

Pursuant to the direction of the IVDA Board, the proposed Agreement follows the same format as the prior agreement for the Chief Executive Officer. The salary shall be subject to final recommendations from the IVDA Board and acceptance by Mr. Burrows. In addition, Mr. Burrows will be eligible for a bonus at the sole discretion of the IVDA Board and SBIAA Commission after the evaluation process. In addition, he will receive ten (10) days of administrative leave that must be used or cashed out during each fiscal year, as well as reimbursement or payment for his life insurance at the current cost level. Otherwise, he serves at will, and the terms and conditions of his employment are the same as those for IVDA and SBIAA management staff.

**Attachments:**

1. Form of Employment Agreement

## **EMPLOYMENT AGREEMENT**

### **Chief Executive Officer**

This Agreement ("Agreement") is made and entered into effective the 1<sup>st</sup> day of July, 2024 (the "effective date"), by and between the Inland Valley Development Agency ("IVDA"), the San Bernardino International Airport Authority ("SBIAA") (when acting together the "Employer") and Michael Burrows ("Employee") for the reasons and on the terms and conditions set out below.

#### **RECITALS**

A. Employee has served IVDA and SBIAA for the past 26 years, beginning in 1997, and since July 1, 2015 has held the position of Executive Director/CEO and previously served as the Acting Executive Director; and

B. As such, he has the experience and knowledge to serve as their Chief Executive Officer; and

C. The IVDA Board and SBIAA Commission have determined to act together and employ him as their Chief Executive Officer, and he has agreed to accept that position on the terms and conditions set out herein.

NOW, THEREFORE, the Parties agree that the Recitals set out above are true and correct and further agree as follows:

#### **I. EMPLOYMENT**

A. Appointment of Chief Executive Officer: As of the effective date, the Employer appoints Michael Burrows to act as its Chief Executive Officer. The Employee shall serve at the will and at the pleasure of the Employer and on the terms and conditions set out herein.

B. Term of Agreement: The initial term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2026, unless sooner terminated as set out in 1.C below.

C. Termination of Employment:

1. The Chief Executive Officer serves at the pleasure of the Employer. Either Employer or Employee may terminate this Agreement without cause upon 30 calendars days' prior written notice from one party to the other.

2. Conviction: Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated by the Employer immediately, without compliance with subsection C.1 above, in the event that the Employee is convicted of a crime of moral turpitude.

D. Employer Action. The Employer, for purposes of this Agreement, is composed of two independent and separate joint powers authorities, IVDA and SBIAA, which have agreed to share a Chief Executive Officer at least for the period of this Agreement. Employee generally shall be paid by IVDA and reporting of compensation paid shall be made by IVDA. The parties do not intend to and do not form a joint powers authority or a joint venture by entering into this Agreement but will share resources for their mutual good and economic efficiency. The goals and



objectives for the Chief Executive Officer may be different for each agency.

Any and all action as to this Agreement or the Chief Executive Officer shall be taken by majority vote of a quorum of the Board or Commission of each agency, whether separately or in joint session, and as otherwise provided by their policies and procedures.

## **II. POWERS, DUTIES AND RESPONSIBILITIES.**

Employee shall function as the Chief Executive Officer and shall be vested with the powers, duties, and responsibilities necessary for the management of the IVDA and SBIAA as provided by their resolutions, policies or procedures, and as further provided by the Employer.

## **III. COMPENSATION**

A. Salary: Upon the effective date of this agreement, the Chief Executive Officer shall receive a gross salary of \$\_\_\_\_\_ per year. The salary will be paid in equal monthly installments at the same time other employees of the Employer are paid and subject to the same withholding of taxes and other authorized amounts. Employee may be eligible for a bonus as set out in Section IV hereof. The Chief Executive Officer shall receive any COLA increases granted to employees.

B. Benefits: Except as set out here, the Chief Executive Officer shall be entitled to and shall accrue the same benefits as all other employees, as those may be determined from time to time and the Employer shall pay the costs of such benefits in the same manner and amount as for other Employees. In addition: 1) Employee shall have 10 days of Paid Administrative Leave that accrues on July 1, 2024, and each July 1 thereafter. Such leave must be used or cashed out during each fiscal year; and 2) IVDA shall pay or reimburse the cost of Employee's life insurance at the current level.

C. Professional Development; Associations and Subscriptions: IVDA shall budget and pay for the professional dues and subscriptions of the Chief Executive Officer necessary for his performance of the job as well as for any budgeted conferences, training or seminars. Attendance at any such conference, training, or seminars shall be reported to the IVDA Board and SBIAA Commission periodically.

D. Indemnification: IVDA and SBIAA shall indemnify and defend the Chief Executive Officer as required by state law. The Chief Executive Officer shall be named on the IVDA and SBIAA E&O coverage policies.

## **IV. PERFORMANCE EVALUATION**

The Board of IVDA and the SBIAA Commission shall work with the Chief Executive Officer to implement their respective strategic plans. Those plans include certain short-term performance goals for Employee for the remainder of that fiscal year, and may include additional long-range goals for the entire period of this contract. Those goals and objectives may be different for IVDA and for SBIAA. Any goals shall include a performance measurement. It is the responsibility of the Chief Executive Officer to schedule all meetings necessary to meet this time frame.

By June 30, 2025, Employer shall evaluate Employee based upon such performance goals and through a specific process jointly determined by Employer and Employee. IVDA shall evaluate

the Employee based upon IVDA goals, and SBIAA upon its goals. Employer at its sole discretion may utilize the evaluation process to determine a bonus or merit increase for Employee. At such evaluation, the Employer shall determine if it wishes to change the format or scope of this Employment Agreement.

Thereafter, the Employer shall evaluate the Employee annually by June 30 of each year. Notwithstanding, the Employer may evaluate the Chief Executive Officer at any time and for any reason.

## **V. MISCELLANEOUS PROVISIONS**

A. Notices: Notices pursuant to this Agreement shall be in writing given by personal delivery or by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**IVDA:**

1601 E. Third Street, Suite 100  
San Bernardino, CA 92408  
ATTN: Chairperson

**Chief Executive Officer:**

P.O. BOX 7695  
Redlands, CA 92375  
ATTN: Michael Burrows

B. Entire Agreement: The text herein shall constitute the entire Agreement between the parties. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

C. Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. Prevailing Party: In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.

E. Governing Law: the laws of the State of California shall govern This Agreement with venue in the County of San Bernardino.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**EMPLOYER:**

**Inland Valley Development Agency**


By: \_\_\_\_\_  
Printed Name: Mayor Phillip Dupper  
Title: Chairperson

**EMPLOYEE:**

By: \_\_\_\_\_  
Michael Burrows

**San Bernardino International Airport  
Authority**

By: \_\_\_\_\_  
Printed Name: Mayor Frank Navarro  
Title: President

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> June 12, 2024</p> <p><b>ITEM NO:</b> 11</p> <p><b>PRESENTER:</b> Mark Cousineau, Director of Finance</p>
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**SUBJECT: CONSIDER AND ADOPT THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) SUCCESSOR AGENCY BUDGET FOR FISCAL YEAR 2024-2025**

## **SUMMARY**

The proposed Inland Valley Development Agency (IVDA) Successor Agency Budget for Fiscal Year 2024-2025.

## **RECOMMENDED ACTION(S)**

Consider and adopt the Inland Valley Development Agency (IVDA) Successor Agency Budget for Fiscal Year 2024-2025.

## **FISCAL IMPACT**

In addition to the attached materials, an oral presentation will be presented at the time of the meeting.

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

**BACKGROUND INFORMATION**

The proposed Inland Valley Development Agency (IVDA) Successor Agency Budget for Fiscal Year 2024-2025 is being presented as a separate and distinct budget document.

A presentation will be provided at the time of the meeting.

Staff recommends that the Board approve the above recommended action.

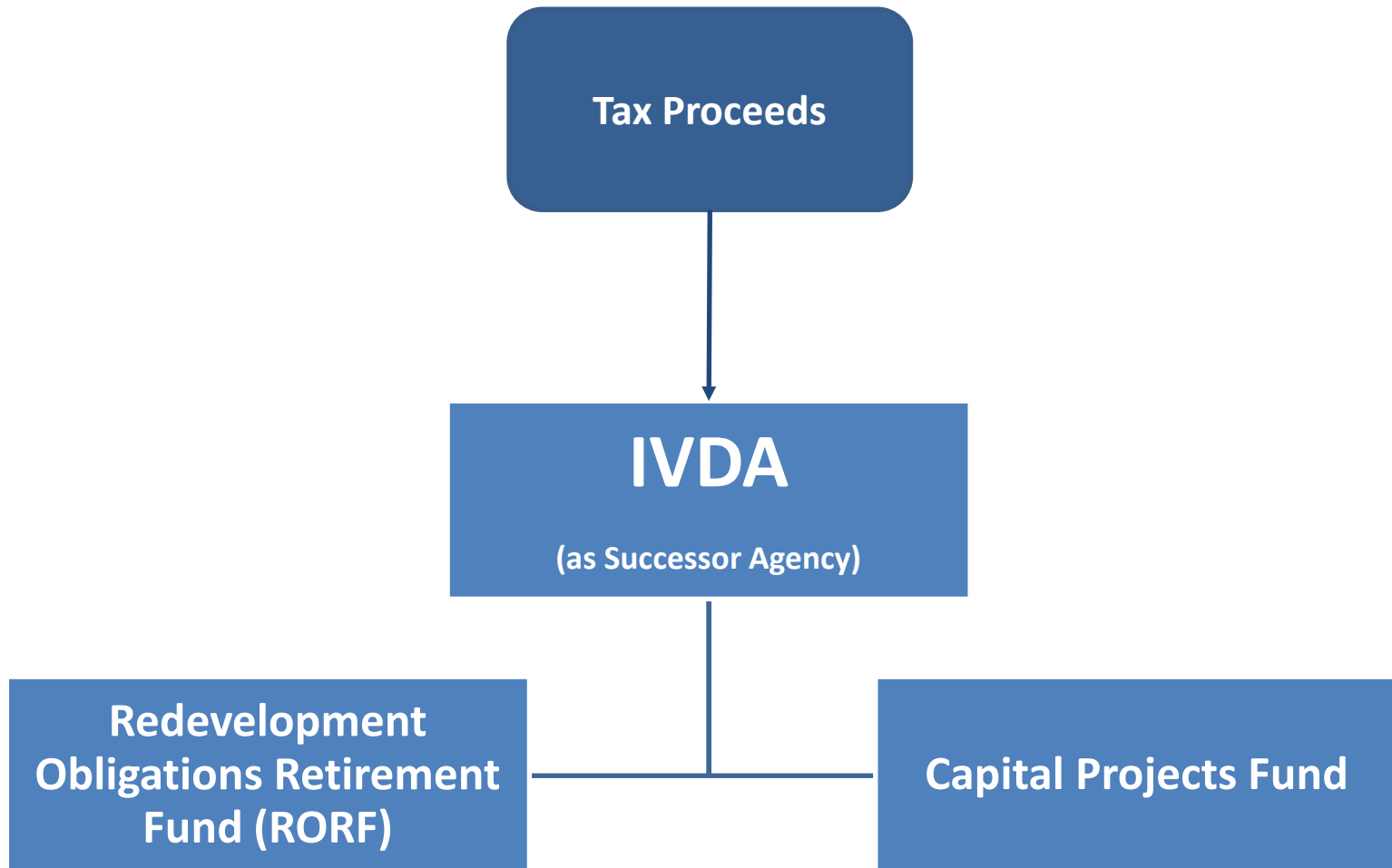
**Attachments:**

1. IVDA Successor Agency Budget Power Point for Fiscal Year 2024-2025.
2. IVDA Successor Agency Proposed 2024-2025 Budget.
3. IVDA Successor Agency Current Year Detail.



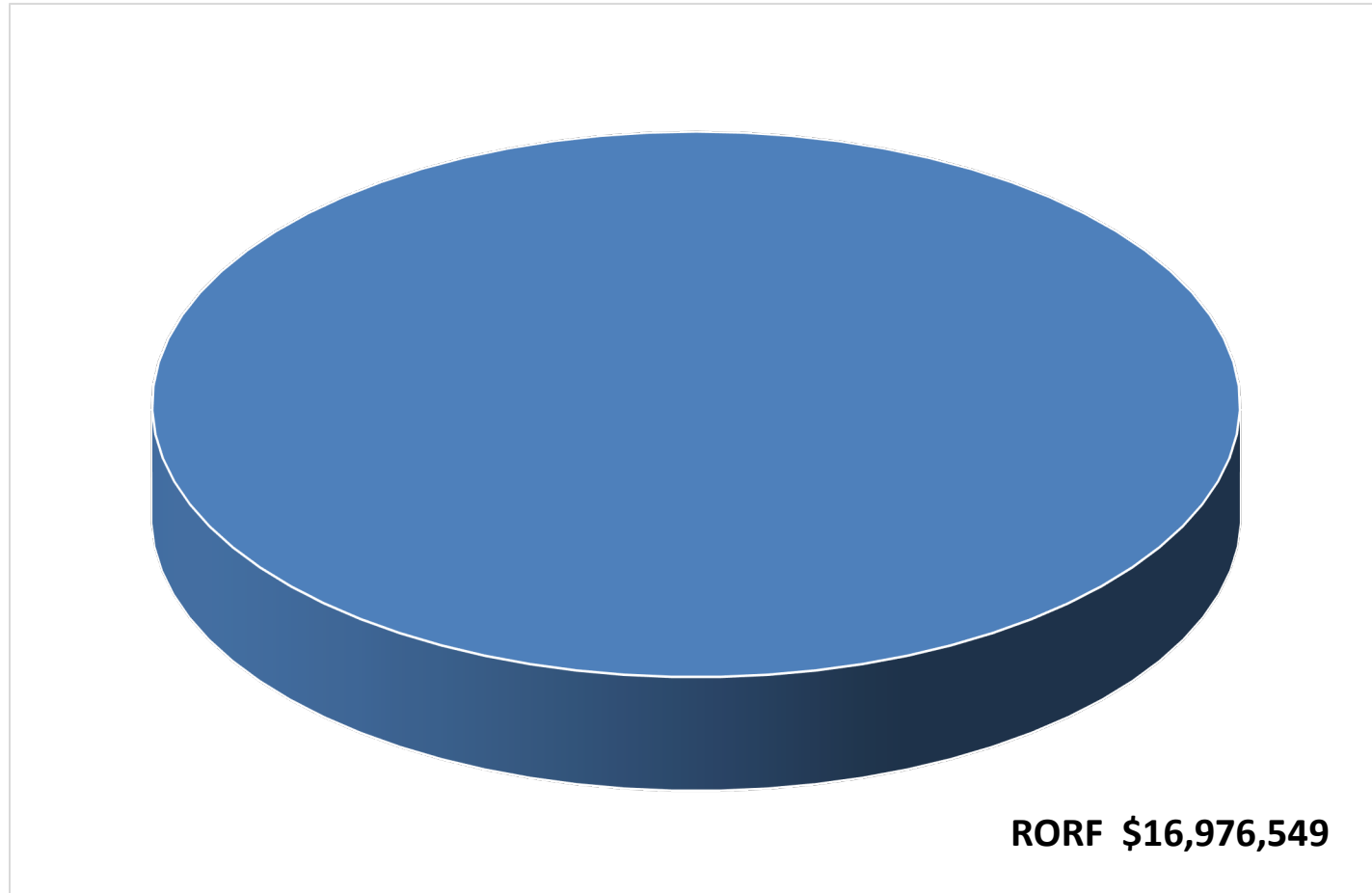
# **FY 2024/2025 Proposed Annual Budget IVDA Successor Agency (“SA”)**

**Inland Valley Development Agency-SA**  
**(As Successor Agency for the IVDA)**  
**FY 2024/2025 Annual Budget**  
**Structure**



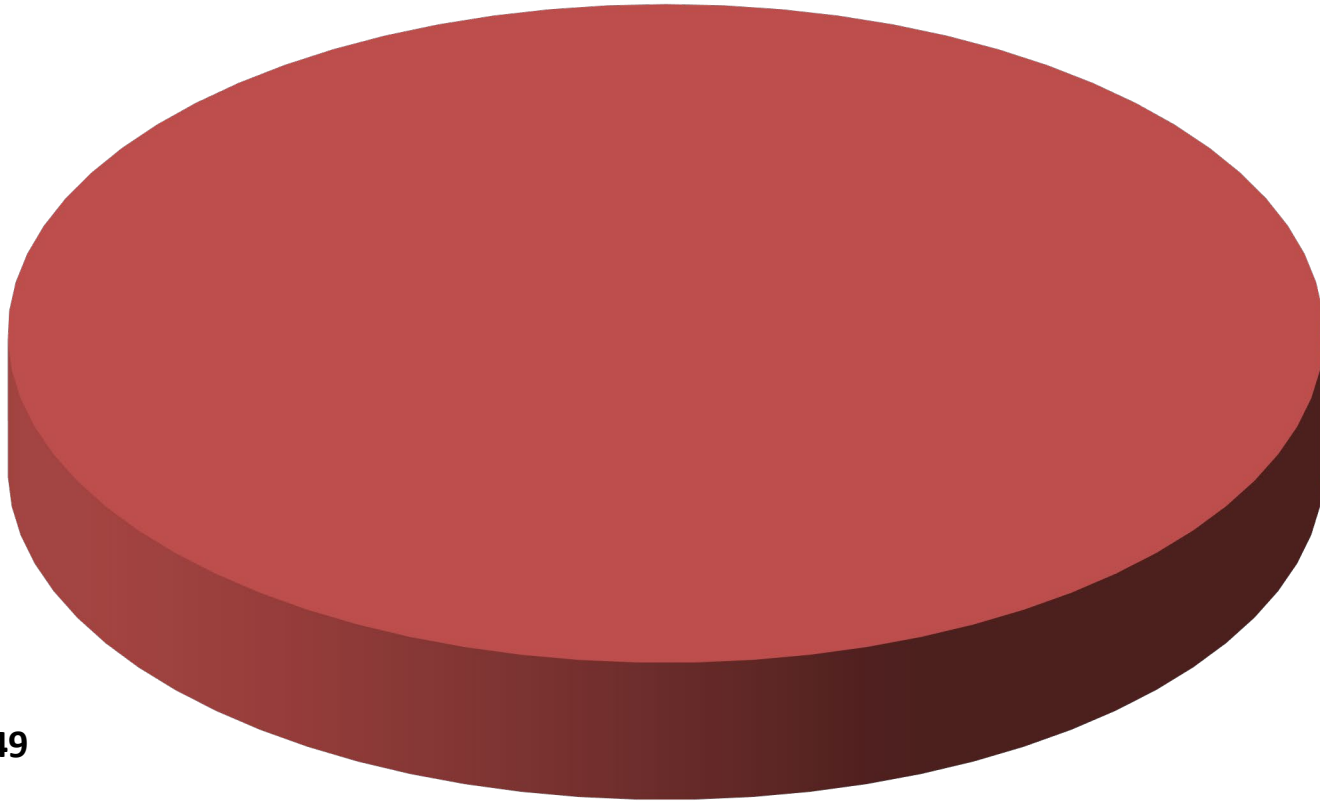


**Inland Valley Development Agency-SA**  
**(As Successor Agency for the IVDA)**  
**FY 2024/2025 Annual Budget**  
**Sources**



**Inland Valley Development Agency-SA**  
**(As Successor Agency for the IVDA)**  
**FY 2024/2025 Annual Budget**  
**Uses**

**RORF**  
**\$16,979,149**



**Inland Valley Development Agency - Successor Agency**  
**FY 2024-25 Proposed Budget**  
**Recognized Obligation Retirement Fund - RORF**


	<b>FY 2024-25 Proposed Budget</b>
<b>Income</b>	
40101 · Receipts from RPTTF - Tax Increment	\$ 16,975,549
40108 · Interest Income	1,000
<b>Total Income</b>	<b>16,976,549</b>
<b>Gross Profit</b>	<b>16,976,549</b>
<b>Expense</b>	
50001 · Fees and Miscellaneous	3,500
50110 · Transfer to JPA - Admin Allowance	326,400
50310 · Interest-2014 Bonds Tax Exempt	7,433,313
50315 · Interest Expense - 2014 TABS B <sup>1</sup>	9,215,836
50440 · Miscellaneous	100
<b>Total Expense</b>	<b>16,979,149</b>
<b>Net Income</b>	<b>\$ (2,600)</b>
 <b>Cash On Hand - Beginning</b>	 <b>\$ 8,423,806</b>
 <b>Cash On Hand - Ending</b>	 <b>\$ 8,421,206</b>

<sup>1</sup>Principal payment of \$5,570,000 reported in this account.

**Inland Valley Development Agency - Successor Agency**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**Recognized Obligation Retirement Fund - RORF**

	<b>Actual As of May 31, 2024</b>	<b>FY 2023-24 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2024-25 Proposed Budget</b>
<b>Income</b>					
40101 · Receipts from RPTTF - Tax Increment	\$ 16,957,167	\$ 16,957,167	\$ -	100.00%	\$ 16,975,549
40108 · Interest Income	736	1,000	(264)	73.60%	1,000
<b>Total Income</b>	<b>16,957,903</b>	<b>16,958,167</b>	<b>(264)</b>	<b>100.00%</b>	<b>16,976,549</b>
<b>Gross Profit</b>	<b>16,957,903</b>	<b>16,958,167</b>	<b>(264)</b>	<b>100.00%</b>	<b>16,976,549</b>
<b>Expense</b>					
50001 · Fees and Miscellaneous	3,465	3,500	(35)	99.00%	3,500
50110 · Transfer to JPA - Admin Allowance	287,198	334,872	(47,674)	85.76%	326,400
50310 · Interest-2014 Bonds Tax Exempt	7,433,313	7,433,313	(1)	100.00%	7,433,313
50315 · Interest Expense - 2014 TABS B <sup>1</sup>	9,213,316	9,213,317	(1)	100.00%	9,215,836
50440 · Miscellaneous	-	100	(100)	0.00%	100
<b>Total Expense</b>	<b>16,937,291</b>	<b>16,985,102</b>	<b>(47,811)</b>	<b>99.72%</b>	<b>16,979,149</b>
<b>Net Income</b>	<b>\$ 20,612</b>	<b>\$ (26,935)</b>	<b>\$ 47,547</b>	<b>-76.52%</b>	<b>\$ (2,600)</b>
 <b>Cash On Hand - Beginning</b>	 \$ 8,403,194	 \$ 8,402,528			 \$ 8,423,806
 <b>Cash On Hand - Ending</b>	 \$ 8,423,806	 \$ 8,375,593			 \$ 8,421,206

<sup>1</sup>Principal payment of \$5,570,000 reported in this account.

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> June 12, 2024</p> <p><b>ITEM NO:</b> 12</p> <p><b>PRESENTER:</b> Mark Cousineau, Director of Finance</p>
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**SUBJECT: CONSIDER AND ADOPT THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) JOINT POWERS AUTHORITY BUDGET FOR FISCAL YEAR 2024-2025**

## **SUMMARY**

The proposed Inland Valley Development Agency (IVDA) Joint Powers Authority Budget for Fiscal Year 2024-2025.

## **RECOMMENDED ACTION(S)**

Consider and approve the Inland Valley Development Agency (IVDA) Joint Powers Authority Budget for Fiscal Year 2024-2025.

## **FISCAL IMPACT**

In addition to the attached materials, an oral presentation will be presented at the time of the meeting.

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

**BACKGROUND INFORMATION**

The proposed Inland Valley Development Agency (IVDA) Joint Powers Authority (JPA) Budget for Fiscal Year 2024-2025 is being presented as a separate budget document given the established on-going operations of the military base reuse joint powers authority.

The proposed IVDA Joint Powers Authority Budget is structurally similar to that of the prior year and includes General Fund, Debt Service Fund, Capital Project Fund, Base Reuse Obligation Reserve Fund, Property Management Fund, and its enterprise funds – UAS Training Center at SBD and the Water Sewer Fund.

While the IVDA JPA retains a debt service fund that is inactive, the agency currently carries no debt.

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

Staff recommends that the Board approve the above recommended action.

**Attachments:**

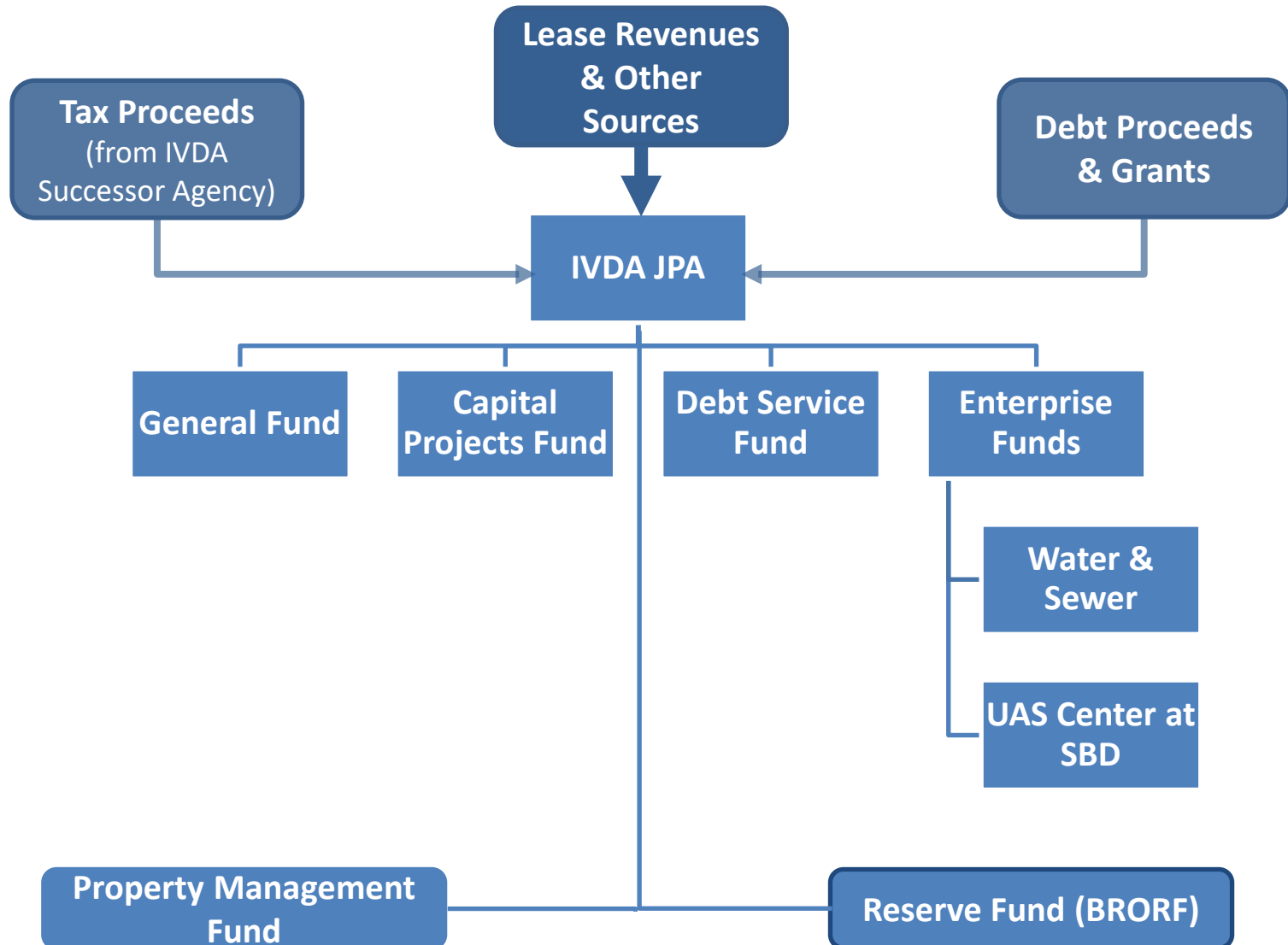
1. IVDA Joint Powers Authority Proposed Budget PowerPoint for Fiscal Year 2024-2025.
2. IVDA JPA Proposed 2024-2025 Budget.
3. IVDA JPA Fiscal Year to Date Budget to Actual through May 31, 2024.



# **FY 2024/2025 Proposed Annual Budget IVDA Joint Powers Authority**



**Inland Valley Development Agency**  
**(IVDA Base Reuse Joint Powers Authority)**  
**FY 2024/2025 Annual Budget**  
**Structure**



# Inland Valley Development Agency

## (IVDA Base Reuse Joint Powers Authority)

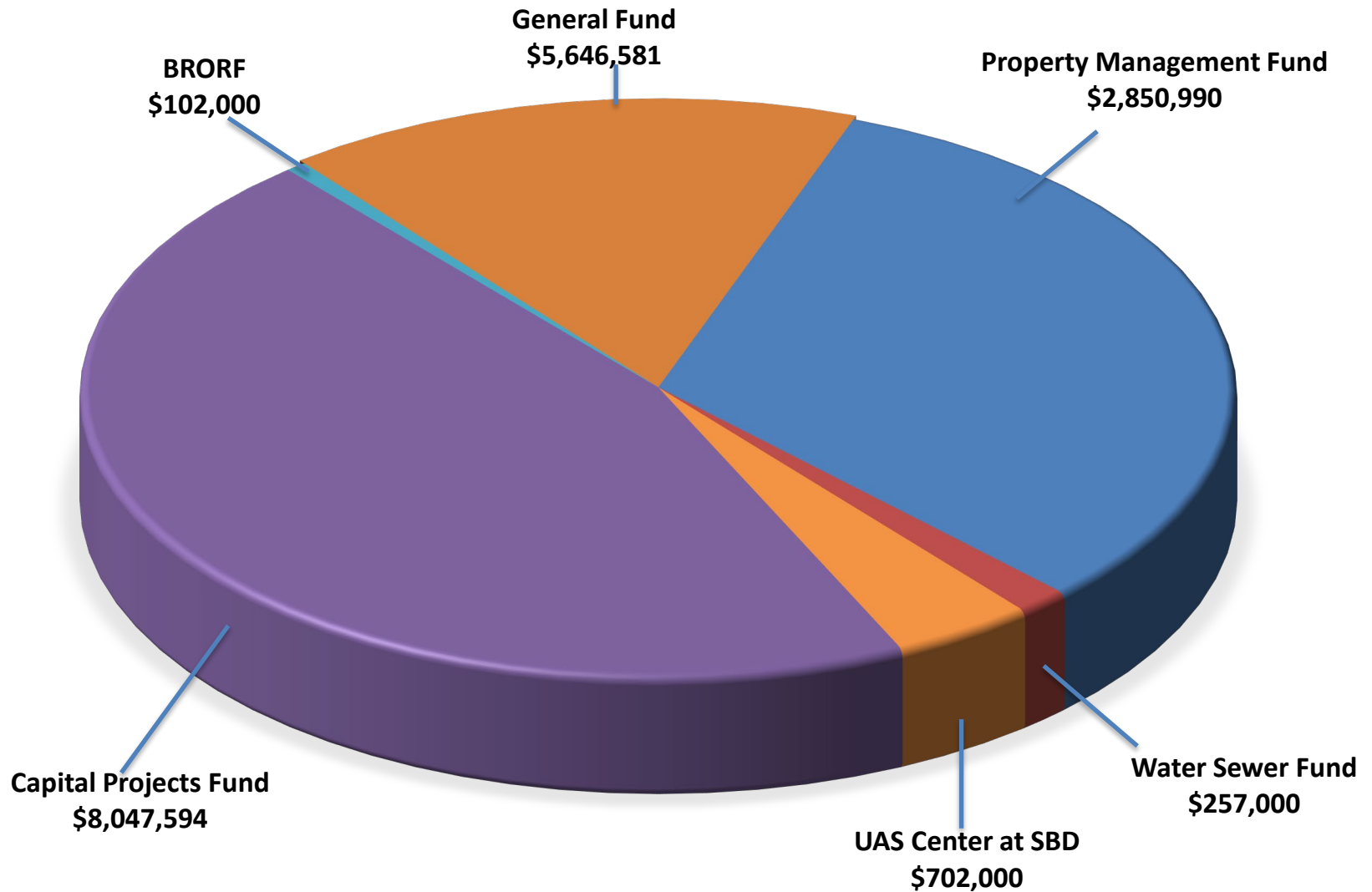
### FY 2024/2025 Annual Budget

#### Overview

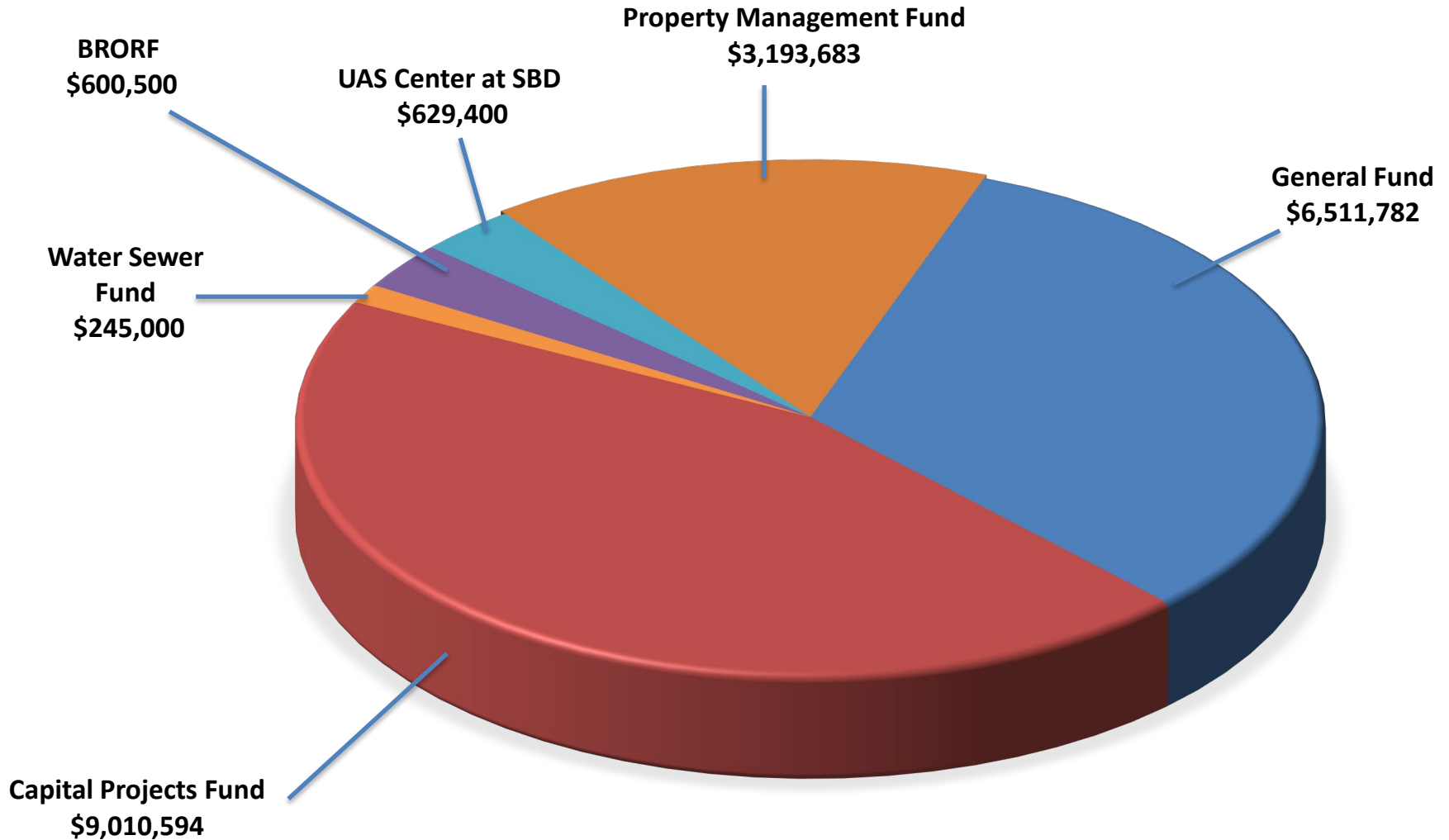
- ✓ Projected revenues are based on conservative estimates.
- ✓ While a Debt Service Fund is presented, the IVDA JPA currently carries No Debt.
- ✓ The General Fund's Economic Development Reserve is \$3.1M.
- ✓ The proposed Capital Projects Fund includes \$9.0M in project delivery including:

3rd and 5th Streets	\$250K
Tenant Improvements – Bldg. 48	\$225K
EDA Grant 07-01-07415 Project	\$500K
Sterling Avenue Grant Project	\$3.5M
Tenant Improvements – DFAS I	\$400K
Tenant Improvements – Bldg. 58	\$275K
Building 48 Solar System	\$185K
DOT Grant – 3 <sup>rd</sup> Street Improvements	\$3.4M

**Inland Valley Development Agency**  
**(IVDA Base Reuse Joint Powers Authority)**  
**FY 2024/2025 Annual Budget**  
**Sources**



**Inland Valley Development Agency  
(IVDA Base Reuse Joint Powers Authority)  
FY 2024/2025 Annual Budget  
Uses**



**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2024-25 Proposed Budget**  
**General Fund**

	<b>2024-25 Proposed Budget</b>
<b>Ordinary Income/Expense</b>	
Income	
40000 • Successor Agency Admin Services	\$ 326,400
40005 • Transfer In from SBIAA	1,499,181
40030 • Transfers from Water Fund	10,000
40035 • Transfers from Property Mgmt Fund	1,500,000
40053 • Transfers In From BRORF	500,000
40055 • Reimbursement Agreements	50,000
40065 • Participation Payments	1,750,000
40200 • Other Income	6,000
40210 • Interest Income	5,000
<b>Total Income</b>	<b>5,646,581</b>
<b>Gross Profit</b>	<b>5,646,581</b>
Expense	
50100 • Salaries Expense	2,739,600
50101 • SBIAA Allocation-Salaries	(1,735,600)
50400 • Temporary Employee Services	5,000
50410 • Directors Fees	20,000
50420 • Board Meeting Expenses	46,000
50430 • Office Supplies	28,700
50435 • IT Equipment & Communications	40,000
50440 • Office Equipment Maintenance	5,000
50445 • Furniture & Furnishings	3,000
50450 • Equipment	1,200
50650 • Telephone	12,000
50655 • Network Access	24,000
50760 • Dues and Subscriptions	18,670
50770 • Software and License	100,000
50772 • International Trade	50,000
50774 • Meeting and Conference	26,200
50775 • Education and Training	35,000
50780 • Travel	40,000
50790 • Insurance	225,000
50791 • Insurance - Workers' Comp	25,000
50800 • Advertising	1,000
50801 • Marketing	30,000
50810 • License and Permit Fees	10,000
50820 • Recruitment Expense	10,000
50840 • Safety	14,000

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2024-25 Proposed Budget**  
**General Fund**

	<b>2024-25 Proposed Budget</b>
50850 • Printing	3,000
50855 • Courier	2,000
50860 • Auditing	56,760
50870 • Legal	130,000
50875 • Litigation Reserve	25,000
50900 • Professional Services - Environmental	80,000
50910 • Professional Services - Engineering	100,000
50915 • Professional Services - IVIC	185,000
50920 • Professional Services - Other	225,000
50925 • Professional Services - CEDS	20,000
50930 • Professional Services - Fiscal Consultant	60,000
50940 • Professional Services - IT Consultant	65,000
50950 • Professional Services - Appraisal Title	40,000
50955 • Professional Services - CRIA	50,000
50960 • Transfers to Capital Project Fund - Grant Match	770,252
50965 • Transfers to Capital Project Fund	500,000
50980 • Operational Grant-Museum	6,000
51015 • Transfer to SBD Cares	10,000
51017 • UAS Training Center - Marketing	15,000
51018 • Capital Contribution	245,000
51020 • Miscellaneous	15,000
51021 • Bank & Payroll Service Charges	5,000
51022 • Successor Agency Expenses	5,000
51030 • SBIAA Security Services	125,000
55000 • Public Transportation Support Payments	2,000,000
<b>Total Expense</b>	<b>6,511,782</b>
<b>Net Ordinary Income</b>	<b>(865,201)</b>
<b>Net Income</b>	<b>\$ (865,201)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 2,833,908</b>
<b>Adjustments to Cash on Hand</b>	<b>-</b>
<b>Cash on Hand - Ending</b>	<b>\$ 1,968,707</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2024-25 Proposed Budget**  
**Water Sewer Fund**

	2024-25 Proposed Budget
Ordinary Income/Expense	
Income	
40110 • Lease Revenue	\$ 25,000
40150 • Sewer Consumption Fees	232,000
Total Income	257,000
Gross Profit	257,000
Expense	
50451 • Repairs and Maintenance	5,000
50580 • Sewer Charges	230,000
50975 • Transfer to General Fund	10,000
Total Expense	245,000
Net Ordinary Income	12,000
Net Income	\$ 12,000
Cash on Hand - Beginning	\$ 25,331
Adjustments to Cash on Hand	-
Cash on Hand - Ending	\$ 37,331



**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2024-25 Proposed Budget**  
**Capital Project Fund**

	<b>2024-25 Proposed Budget</b>
<b>Ordinary Income/Expense</b>	
Income	
40020 • Transfer from General Fund	\$ 500,000
40025 • Transfer from GF-Grant match	770,252
40035 • Transfer from Property Mgt Fund	50,000
40050 • Grants - Federal	6,015,530
40053 • Transfer In From BRORF	100,000
40065 • Participation Payments	609,812
40210 • Interest Income	2,000
<b>Total Income</b>	<b>8,047,594</b>
<b>Gross Profit</b>	<b>8,047,594</b>
Expense	
50250 • Central Avenue	10,000
50253 • 3rd & 5th	250,000
50256 • Water Tower Parcel-Engineering	5,000
50259 • Building 48 - TI	225,000
50272 • IVIC - GM	25,000
50273 • EDA Grant Match - 07-01-07415	500,000
50274 • Sterling Ave Grant	3,506,913
50280 • Tenant Improvements - DFAS Bldg 1	400,000
50281 • Tenant Improvements - Bldg 58	275,000
50283 • Parking Lot Improvements	25,000
50870 • Legal	15,000
50905 • Professional Services - Green Energy	50,000
50920 • Professional Services - Other	75,000
51010 • Building 48 Solar System	185,000
52000 • Road Improvements	75,000
DOT2401 • 3rd Str Improvement (DR to VA)	3,388,681
<b>Total Expense</b>	<b>9,010,594</b>
<b>Net Ordinary Income</b>	<b>(963,000)</b>
<b>Net Income</b>	<b>\$ (963,000)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 1,446,029</b>
<b>Adjustments to Cash on Hand</b>	<b>-</b>
<b>Cash on Hand - Ending</b>	<b>\$ 483,029</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2024-25 Proposed Budget**  
**BRORF**

	2024-25 Proposed Budget
Ordinary Income/Expense	
Income	
40035 · Transfer from Property Mgmt Fund	\$ 100,000
40210 · Interest Income	2,000
Total Income	102,000
Gross Profit	102,000
Expense	
50965 · Transfers to Capital Projects Fund	100,000
50975 · Transfer to General Fund	500,000
51020 · Miscellaneous	500
Total Expense	600,500
Net Ordinary Income	(498,500)
Net Income	\$ (498,500)
Cash on Hand - Beginning	\$ 3,555,635
Adjustments to Cash on Hand	-
Cash on Hand - Ending	\$ 3,057,135

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2024-25 Proposed Budget**  
**Property Management Fund - Total**

	<b>2024-25 Proposed Budget</b>
<b>Ordinary Income/Expense</b>	
Income	
40110 • Lease Revenue	\$ 2,625,490
40115 • Lease Revenue-Events	5,000
40120 • Electrical Usage Charges	35,000
40125 • Assessment Fees	65,000
40065 • Participation Payments	112,500
40136 • Permit Fees	8,000
<b>Total Income</b>	<b>2,850,990</b>
<b>Gross Profit</b>	<b>2,850,990</b>
Expense	
50100 • Salaries Expense	256,100
50101 • SBIAA Allocation-Salaries	(191,500)
50451 • Repairs and Maintenance	195,000
50470 • Gas	36,500
50490 • Security & Fire Monitoring	8,707
50510 • Janitorial	180,000
50550 • Lighting, Landscaping, Maintenance	5,000
50570 • Refuse	18,500
50590 • Water and Sewer	212,000
50610 • HVAC	178,876
50630 • Electricity	488,000
50790 • Insurance	86,500
50801 • Marketing	5,000
50920 • Professional Services - Other	65,000
50965 • Transfers to Capital Project Fund	50,000
50975 • Transfer to General Fund	1,500,000
50985 • Transfer to BRORF	100,000
<b>Total Expense</b>	<b>3,193,683</b>
<b>Net Ordinary Income</b>	<b>(342,693)</b>
<b>Net Income</b>	<b>\$ (342,693)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 485,793</b>
<b>Adjustments to Cash on Hand</b>	<b>(100,000.00)</b>
<b>Cash on Hand - Ending</b>	<b>\$ 43,100</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2024-25 Proposed Budget**  
**UAS Training Center**

	<b>2024-25 Proposed Budget</b>
<b>Ordinary Income/Expense</b>	
Income	
40041 • Contributed Capital	\$ 245,000
40058 • Other Grants	50,000
40065 • Participation Payments	5,000
40066 • Consulting Services	50,000
40067 • Standardization/integration	50,000
40135 • Facility Use Charges	10,000
40136 • Permit Fees	1,000
40137 • Training Fees	225,000
40138 • License Fees	1,000
40139 • Product Development and Testing	25,000
40200 • Other Income	40,000
<b>Total Income</b>	<b>702,000</b>
<b>Gross Profit</b>	<b>702,000</b>
Expense	
50100 • Salaries Expense	14,400
50301 • Capital Improvements	24,010
50430 • Office Supplies	4,000
50435 • IT Equipment & Communications	12,000
50450 • Equipment	23,000
50451 • Repairs and Maintenance	4,000
50460 • Facility Rental	9,990
50770 • Software and License	15,000
50774 • Meeting and Conference	60,000
50780 • Travel	10,000
50790 • Insurance	6,000
50810 • License and Permit Fees	5,000
50850 • Printing	7,000
50920 • Professional Svc-Other	200,000
50945 • Professional Services - Trainin	175,000
51017 • UAS Training Center - Marketing	30,000
51019 • Advertising and Promotions	25,000
51020 • Miscellaneous	2,500
56139 • Product Testing and Development	2,500
<b>Total Expense</b>	<b>629,400</b>
<b>Net Ordinary Income</b>	<b>72,600</b>
<b>Net Income</b>	<b>\$ 72,600</b>
<b>Cash on Hand - Beginning</b>	<b>\$ (39,040)</b>
<b>Cash on Hand - Ending</b>	<b>\$ 33,560</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**General Fund**

	Actual, as of May 31, 2024	FY 2023-24 Final Budget	Over (Under) Budget	Percent of Budget	2024-25 Proposed Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40000 • Successor Agency Admin Services	\$ 287,198	\$ 334,872	\$ (47,674)	85.8%	\$ 326,400
40005 • Transfer In from SBIAA	-	47,861	(47,861)	0.0%	1,499,181
40030 • Transfers from Water Fund	25,000	50,000	(25,000)	50.0%	10,000
40035 • Transfers from Property Mgmt Fund	1,500,000	2,000,000	(500,000)	75.0%	1,500,000
40053 • Transfers In From BRORF	750,000	1,000,000	(250,000)	75.0%	500,000
40055 • Reimbursement Agreements	50,000	50,000	-	100.0%	50,000
40065 • Participation Payments	-	1,400,000	(1,400,000)	0.0%	1,750,000
40200 • Other Income	5,420	6,000	(580)	90.3%	6,000
40210 • Interest Income	4,287	3,000	1,287	142.9%	5,000
<b>Total Income</b>	<b>2,621,905</b>	<b>4,891,733</b>	<b>(2,269,828)</b>	<b>53.6%</b>	<b>5,646,581</b>
<b>Gross Profit</b>	<b>2,621,905</b>	<b>4,891,733</b>	<b>(2,269,828)</b>	<b>53.6%</b>	<b>5,646,581</b>
<b>Expense</b>					
50100 • Salaries Expense	2,076,397	2,510,000	(433,603)	82.7%	2,739,600
50101 • SBIAA Allocation-Salaries	(1,257,766)	(1,860,000)	602,234	67.6%	(1,735,600)
50400 • Temporary Employee Services	-	5,000	(5,000)	0.0%	5,000
50410 • Directors Fees	13,300	20,000	(6,700)	66.5%	20,000
50420 • Board Meeting Expenses	18,963	41,000	(22,037)	46.3%	46,000
50430 • Office Supplies	28,634	51,900	(23,266)	55.2%	28,700
50435 • IT Equipment & Communications	37,575	70,000	(32,425)	53.7%	40,000
50440 • Office Equipment Maintenance	4,924	60,000	(55,076)	8.2%	5,000
50445 • Furniture & Furnishings	3,160	3,160	0	100.0%	3,000
50450 • Equipment	9,200	9,200	0	100.0%	1,200
50650 • Telephone	9,127	12,000	(2,873)	76.1%	12,000
50655 • Network Access	10,169	24,000	(13,831)	42.4%	24,000

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**General Fund**

	<b>Actual, as of May 31, 2024</b>	<b>FY 2023-24 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>2024-25 Proposed Budget</b>
50760 • Dues and Subscriptions	8,557	15,000	(6,443)	57.0%	18,670
50770 • Software and License	69,477	142,000	(72,523)	48.9%	100,000
50772 • International Trade	-	50,000	(50,000)	0.0%	50,000
50774 • Meeting and Conference	5,723	11,000	(5,277)	52.0%	26,200
50775 • Education and Training	11,171	35,000	(23,829)	31.9%	35,000
50780 • Travel	10,474	20,000	(9,526)	52.4%	40,000
50790 • Insurance	143,202	213,000	(69,798)	67.2%	225,000
50791 • Insurance - Workers' Comp	18,102	40,000	(21,898)	45.3%	25,000
50800 • Advertising	304	304	-	100.0%	1,000
50801 • Marketing	1,208	20,000	(18,792)	6.0%	30,000
50810 • License and Permit Fees	1,665	2,000	(335)	83.3%	10,000
50820 • Recruitment Expense	4,725	9,840	(5,116)	48.0%	10,000
50840 • Safety	1,918	4,800	(2,882)	40.0%	14,000
50850 • Printing	395	700	(305)	56.4%	3,000
50855 • Courier	224	3,500	(3,276)	6.4%	2,000
50860 • Auditing	41,136	51,000	(9,864)	80.7%	56,760
50870 • Legal	69,353	130,000	(60,647)	53.3%	130,000
50875 • Litigation Reserve	-	25,000	(25,000)	0.0%	25,000
50900 • Professional Services - Environmental	30,459	80,000	(49,541)	38.1%	80,000
50910 • Professional Services - Engineering	-	75,000	(75,000)	0.0%	100,000
50915 • Professional Services - IVIC	40,601	185,000	(144,399)	21.9%	185,000
50920 • Professional Services - Other	171,663	225,000	(53,338)	76.3%	225,000
50925 • Professional Services - CEDS	44,405	76,500	(32,095)	58.0%	20,000
50930 • Professional Services - Fiscal Consultant	13,888	60,000	(46,113)	23.1%	60,000
50940 • Professional Services - IT Consultant	46,482	65,000	(18,518)	71.5%	65,000
50950 • Professional Services - Appraisal Title	8,500	9,500	(1,000)	89.5%	40,000

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**General Fund**

	<b>Actual, as of May 31, 2024</b>	<b>FY 2023-24 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>2024-25 Proposed Budget</b>
50955 · Professional Services - CRIA	-	50,000	(50,000)	0.0%	50,000
50960 · Transfers to Capital Project Fund - Grant Match	-	299,712	(299,712)	0.0%	770,252
50965 · Transfers to Capital Project Fund	18,750	25,000	(6,250)	75.0%	500,000
50976 · Operating Transfers Out	-	100,000	(100,000)	0.0%	-
50980 · Operational Grant-Museum	6,000	6,000	-	100.0%	6,000
51015 · Transfer to SBD Cares	50,000	50,000	-	100.0%	10,000
51017 · UAS Training Center - Marketing	-	15,000	(15,000)	0.0%	15,000
51018 · Capital Contribution	208,000	245,000	(37,000)	84.9%	245,000
51020 · Miscellaneous	614	15,000	(14,386)	4.1%	15,000
51021 · Bank & Payroll Service Charges	453	5,000	(4,548)	9.1%	5,000
51022 · Successor Agency Expenses	1,211	-	1,211	100.0%	5,000
51030 · SBIAA Security Services	122,424	125,000	(2,576)	97.9%	125,000
55000 · Public Transportation Support Payments	2,986,609	2,500,000	486,609	119.5%	2,000,000
<b>Total Expense</b>	<b>5,091,376</b>	<b>5,931,116</b>	<b>(839,740)</b>	<b>85.8%</b>	<b>6,511,782</b>
<b>Net Ordinary Income</b>	<b>(2,469,470)</b>	<b>(1,039,383)</b>	<b>(1,430,087)</b>	<b>237.6%</b>	<b>(865,201)</b>
<b>Net Income</b>	<b>\$ (2,469,470)</b>	<b>\$ (1,039,383)</b>	<b>\$ (1,430,087)</b>	<b>237.6%</b>	<b>\$ (865,201)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 5,703,378</b>	<b>\$ 2,500,000</b>			<b>\$ 2,833,908</b>
<b>Adjustments to Cash on Hand</b>	<b>(400,000)</b>	<b>250,000</b>			<b>-</b>
<b>Cash on Hand - Ending</b>	<b>\$ 2,833,908</b>	<b>\$ 1,710,617</b>			<b>\$ 1,968,707</b>



**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**Water Sewer Fund**

	Actual, as of May 31, 2024	FY 2023-24 Final Budget	Over (Under) Budget	Percent of Budget	2024-25 Proposed Budget
<b>Ordinary Income/Expense</b>					
Income					
<b>40110 • Lease Revenue</b>	\$ -	\$ 25,000	\$ (25,000)	0.0%	\$ 25,000
<b>40150 • Sewer Consumption Fees</b>	180,749	220,000	(39,251)	82.2%	232,000
<b>Total Income</b>	<u>180,749</u>	<u>245,000</u>	<u>(64,251)</u>	<u>73.8%</u>	<u>257,000</u>
<b>Gross Profit</b>	180,749	245,000	(64,251)	73.8%	257,000
Expense					
<b>50451 • Repairs and Maintenance</b>	1,702	10,000	(8,298)	17.0%	5,000
<b>50580 • Sewer Charges</b>	164,396	215,000	(50,604)	76.5%	230,000
<b>50975 • Transfer to General Fund</b>	25,000	50,000	(25,000)	50.0%	10,000
<b>Total Expense</b>	<u>191,098</u>	<u>275,000</u>	<u>(83,902)</u>	<u>69.5%</u>	<u>245,000</u>
<b>Net Ordinary Income</b>	<u>(10,349)</u>	<u>(30,000)</u>	<u>19,651</u>	<u>34.5%</u>	<u>12,000</u>
<b>Net Income</b>	<u>\$ (10,349)</u>	<u>\$ (30,000)</u>	<u>\$ 19,651</u>	<u>34.5%</u>	<u>\$ 12,000</u>
 <b>Cash on Hand - Beginning</b>	 \$ 48,680	 \$ 42,342			 \$ 25,331
 <b>Adjustments to Cash on Hand</b>	 <u>(13,000)</u>	 <u>-</u>			 <u>-</u>
 <b>Cash on Hand - Ending</b>	 <u>\$ 25,331</u>	 <u>\$ 12,342</u>			 <u>\$ 37,331</u>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**Capital Project Fund**

	Actual, as of May 31, 2024	FY 2023-24 Final Budget	Over (Under) Budget	Percent of Budget	2024-25 Proposed Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40020 • Transfer from General Fund	\$ 18,750	\$ 25,000	\$ (6,250)	75.0%	\$ 500,000
40025 • Transfer from GF-Grant match	-	299,712	(299,712)	0.0%	770,252
40035 • Transfer from Property Mgt Fund	75,000	100,000	(25,000)	75.0%	50,000
40050 • Grants - Federal	519,574	7,735,046	(7,215,472)	6.7%	6,015,530
40051 • Goods Movement Reimb. - SANBAG	297,671	845,993	(548,322)	35.2%	-
40052 • Grant - State	-	566,667	(566,667)	0.0%	-
40053 • Transfer In From BRORF	75,000	100,000	(25,000)	75.0%	100,000
40065 • Participation Payments	-	600,000	(600,000)	0.0%	609,812
40210 • Interest Income	1,055	5,000	(3,945)	21.1%	2,000
<b>Total Income</b>	<b>987,050</b>	<b>10,277,418</b>	<b>(9,290,368)</b>	<b>9.6%</b>	<b>8,047,594</b>
<b>Gross Profit</b>	<b>987,050</b>	<b>10,277,418</b>	<b>(9,290,368)</b>	<b>9.6%</b>	<b>8,047,594</b>
<b>Expense</b>					
50250 • Central Avenue	-	10,000	(10,000)	0.0%	10,000
50253 • 3rd & 5th	192,571	270,050	(77,479)	71.3%	250,000
50254 • Parcel E-1 Land Exchange	-	5,000	(5,000)	0.0%	-
50256 • Water Tower Parcel-Engineering	-	5,000	(5,000)	0.0%	5,000
50259 • Building 48 - TI	11,800	100,000	(88,200)	11.8%	225,000
50272 • IVIC - GM	-	25,000	(25,000)	0.0%	25,000
50273 • EDA Grant Match - 07-01-07415	1,087,246	2,929,185	(1,841,939)	37.1%	500,000
50274 • Sterling Ave Grant	125,109	3,629,622	(3,504,513)	3.4%	3,506,913
50280 • Tenant Improvements - DFAS Bldg 1	145,238	250,000	(104,762)	58.1%	400,000
50281 • Tenant Improvements - Bldg 58	-	50,000	(50,000)	0.0%	275,000
50283 • Parking Lot Improvements	524	25,000	(24,476)	2.1%	25,000
50870 • Legal	-	15,000	(15,000)	0.0%	15,000

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**Capital Project Fund**

	<b>Actual, as of May 31, 2024</b>	<b>FY 2023-24 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>2024-25 Proposed Budget</b>
<b>50905 · Professional Services - Green Energy</b>	-	25,000	(25,000)	0.0%	50,000
<b>50920 · Professional Services - Other</b>	23,608	75,000	(51,393)	31.5%	75,000
<b>51010 · Building 48 Solar System</b>	-	140,000	(140,000)	0.0%	185,000
<b>52000 · Road Improvements</b>	34,843	50,000	(15,157)	69.7%	75,000
<b>DOT2401 · 3rd Str Improvement (DR to VA)</b>	-	3,344,100	(3,344,100)	0.0%	3,388,681
<b>Total Expense</b>	<b>1,620,939</b>	<b>10,947,957</b>	<b>(9,327,018)</b>	<b>14.8%</b>	<b>9,010,594</b>
<b>Net Ordinary Income</b>	<b>(633,889)</b>	<b>(670,539)</b>	<b>36,650</b>	<b>94.5%</b>	<b>(963,000)</b>
<b>Net Income</b>	<b>\$ (633,889)</b>	<b>\$ (670,539)</b>	<b>\$ 36,650</b>	<b>94.5%</b>	<b>\$ (963,000)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 1,479,918</b>	<b>\$ 809,743</b>			<b>\$ 1,446,029</b>
<b>Adjustments to Cash on Hand</b>	<b>600,000</b>	<b>-</b>			<b>-</b>
<b>Cash on Hand - Ending</b>	<b>\$ 1,446,029</b>	<b>\$ 139,204</b>			<b>\$ 483,029</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**BRORF**

	<b>Actual, as of May 31, 2024</b>	<b>FY 2023-24 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>2024-25 Proposed Budget</b>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40035 • Transfer from Property Mgmt Fund	\$ 75,000	\$ 100,000	\$ (25,000)	75.0%	\$ 100,000
40210 • Interest Income	1,499	500	999	299.7%	2,000
<b>Total Income</b>	<u>76,499</u>	<u>100,500</u>	<u>(24,001)</u>	<u>76.1%</u>	<u>102,000</u>
<b>Gross Profit</b>	<u>76,499</u>	<u>100,500</u>	<u>(24,001)</u>	<u>76.1%</u>	<u>102,000</u>
<b>Expense</b>					
50965 • Transfers to Capital Projects Fund	75,000	100,000	(25,000)	75.0%	100,000
50975 • Transfer to General Fund	750,000	1,000,000	(250,000)	75.0%	500,000
51020 • Miscellaneous	-	500	(500)	0.0%	500
<b>Total Expense</b>	<u>825,000</u>	<u>1,100,500</u>	<u>(275,500)</u>	<u>75.0%</u>	<u>600,500</u>
<b>Net Ordinary Income</b>	<u>(748,501)</u>	<u>(1,000,000)</u>	<u>251,499</u>	<u>74.9%</u>	<u>(498,500)</u>
<b>Net Income</b>	<u>\$ (748,501)</u>	<u>\$ (1,000,000)</u>	<u>\$ 251,499</u>	<u>74.9%</u>	<u>\$ (498,500)</u>
 <b>Cash on Hand - Beginning</b>	 \$ 4,304,136	 \$ 4,303,732			 \$ 3,555,635
 <b>Adjustments to Cash on Hand</b>	 <u>-</u>	 <u>-</u>			 <u>-</u>
 <b>Cash on Hand - Ending</b>	 <u>\$ 3,555,635</u>	 <u>\$ 3,303,732</u>			 <u>\$ 3,057,135</u>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**Property Management Fund - Total**

	Actual, as of May 31, 2024	FY 2023-24 Final Budget	Over (Under) Budget	Percent of Budget	2024-25 Proposed Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40110 • Lease Revenue	\$ 1,679,768	\$ 2,330,712	\$ (650,944)	72.1%	\$ 2,625,490
40115 • Lease Revenue-Events	5,218	5,000	218	104.4%	5,000
40120 • Electrical Usage Charges	15,563	15,000	563	103.8%	35,000
40125 • Assessment Fees	-	65,000	(65,000)	0.0%	65,000
40065 • Participation Payments	-	-	-	0.0%	112,500
40136 • Permit Fees	7,449	-	7,449	100.0%	8,000
<b>Total Income</b>	<b>1,707,998</b>	<b>2,415,712</b>	<b>(707,714)</b>	<b>70.7%</b>	<b>2,850,990</b>
<b>Gross Profit</b>	<b>1,707,998</b>	<b>2,415,712</b>	<b>(707,714)</b>	<b>70.7%</b>	<b>2,850,990</b>
<b>Expense</b>					
50100 • Salaries Expense	177,010	235,000	(57,990)	75.3%	256,100
50101 • SBIAA Allocation-Salaries	(142,268)	(197,000)	54,732	72.2%	(191,500)
50435 • IT Equipment & Communications	-	8,000	(8,000)	0.0%	-
50451 • Repairs and Maintenance	85,522	172,528	(87,006)	49.6%	195,000
50470 • Gas	27,917	35,500	(7,583)	78.6%	36,500
50490 • Security & Fire Monitoring	3,858	8,500	(4,642)	45.4%	8,707
50510 • Janitorial	121,399	162,000	(40,601)	74.9%	180,000
50550 • Lighting, Landscaping, Maintenance	1,982	30,000	(28,018)	6.6%	5,000
50570 • Refuse	10,134	25,650	(15,516)	39.5%	18,500
50590 • Water and Sewer	120,408	207,000	(86,592)	58.2%	212,000
50610 • HVAC	45,272	91,668	(46,396)	49.4%	178,876
50630 • Electricity	356,934	403,400	(46,466)	88.5%	488,000
50790 • Insurance	78,288	79,200	(912)	98.8%	86,500
50801 • Marketing	-	15,000	(15,000)	0.0%	5,000
50920 • Professional Services - Other	541	70,100	(69,559)	0.8%	65,000

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**Property Management Fund - Total**

	<b>Actual, as of May 31, 2024</b>	<b>FY 2023-24 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>2024-25 Proposed Budget</b>
50965 · Transfers to Capital Project Fund	75,000	100,000	(25,000)	75.0%	50,000
50975 · Transfer to General Fund	1,500,000	2,000,000	(500,000)	75.0%	1,500,000
50985 · Transfer to BRORF	75,000	100,000	(25,000)	75.0%	100,000
<b>Total Expense</b>	<b>2,536,998</b>	<b>3,546,546</b>	<b>(1,009,548)</b>	<b>71.5%</b>	<b>3,193,683</b>
<b>Net Ordinary Income</b>	<b>(829,000)</b>	<b>(1,130,834)</b>	<b>301,834</b>	<b>73.3%</b>	<b>(342,693)</b>
<b>Net Income</b>	<b>\$ (829,000)</b>	<b>\$ (1,130,834)</b>	<b>\$ 301,834</b>	<b>73.3%</b>	<b>\$ (342,693)</b>
 <b>Cash on Hand - Beginning</b>	 \$ 1,414,793	 \$ 1,281,711			 \$ 485,793
 <b>Adjustments to Cash on Hand</b>	 (100,000)	 -			 (100,000.00)
 <b>Cash on Hand - Ending</b>	 <b>\$ 485,793</b>	 <b>\$ 150,877</b>			 <b>\$ 43,100</b>


**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**UAS Training Center**

	Actual, as of May 31, 2024	FY 2023-24 Final Budget	Over (Under) Budget	Percent of Budget	2024-25 Proposed Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40041 • Contributed Capital	\$ 208,000	\$ 245,000	\$ (37,000)	84.9%	\$ 245,000
40058 • Other Grants	-	50,000	(50,000)	0.0%	50,000
40065 • Participation Payments	-	5,000	(5,000)	0.0%	5,000
40066 • Consulting Services	-	50,000	(50,000)	0.0%	50,000
40067 • Standardization/integration	-	50,000	(50,000)	0.0%	50,000
40135 • Facility Use Charges	-	10,000	(10,000)	0.0%	10,000
40136 • Permit Fees	-	1,000	(1,000)	0.0%	1,000
40137 • Training Fees	165,620	175,000	(9,380)	94.6%	225,000
40138 • License Fees	-	1,000	(1,000)	0.0%	1,000
40139 • Product Development and Testing	-	25,000	(25,000)	0.0%	25,000
40200 • Other Income	-	40,000	(40,000)	0.0%	40,000
<b>Total Income</b>	<b>373,620</b>	<b>652,000</b>	<b>(278,380)</b>	<b>57.3%</b>	<b>702,000</b>
<b>Gross Profit</b>	<b>373,620</b>	<b>652,000</b>	<b>(278,380)</b>	<b>57.3%</b>	<b>702,000</b>
<b>Expense</b>					
50100 • Salaries Expense	2,146	14,400	(12,254)	14.9%	14,400
50301 • Capital Improvements	22,017	24,010	(1,993)	91.7%	24,010
50430 • Office Supplies	427	4,000	(3,573)	10.7%	4,000
50435 • IT Equipment & Communications	2,922	12,000	(9,078)	24.4%	12,000
50450 • Equipment	2,072	23,000	(20,928)	9.0%	23,000
50451 • Repairs and Maintenance	3,348	4,000	(652)	83.7%	4,000
50460 • Facility Rental	-	9,990	(9,990)	0.0%	9,990
50770 • Software and License	-	5,000	(5,000)	0.0%	15,000
50774 • Meeting and Conference	13,147	60,000	(46,853)	21.9%	60,000
50780 • Travel	-	10,000	(10,000)	0.0%	10,000



**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**UAS Training Center**

	<b>Actual, as of May 31, 2024</b>	<b>FY 2023-24 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>2024-25 Proposed Budget</b>
<b>50790 • Insurance</b>	5,799	6,000	(201)	96.7%	6,000
<b>50810 • License and Permit Fees</b>	2,761	5,000	(2,239)	55.2%	5,000
<b>50850 • Printing</b>	-	7,000	(7,000)	0.0%	7,000
<b>50920 • Professional Svc-Other</b>	152,736	200,000	(47,264)	76.4%	200,000
<b>50945 • Professional Services - Trainin</b>	89,161	175,000	(85,839)	50.9%	175,000
<b>51017 • UAS Training Center - Marketing</b>	4,181	30,000	(25,819)	13.9%	30,000
<b>51019 • Advertising and Promotions</b>	2,750	25,000	(22,250)	11.0%	25,000
<b>51020 • Miscellaneous</b>	164	2,500	(2,336)	6.5%	2,500
<b>56139 • Product Testing and Development</b>	-	25,000	(25,000)	0.0%	2,500
<b>Total Expense</b>	<b>303,631</b>	<b>641,900</b>	<b>(338,269)</b>	<b>47.3%</b>	<b>629,400</b>
<b>Net Ordinary Income</b>	<b>69,989</b>	<b>10,100</b>	<b>59,889</b>	<b>693.0%</b>	<b>72,600</b>
<b>Net Income</b>	<b>\$ 69,989</b>	<b>\$ 10,100</b>	<b>\$ 59,889</b>	<b>693.0%</b>	<b>\$ 72,600</b>
<b>Cash on Hand - Beginning</b>	<b>\$ (109,029)</b>	<b>\$ 2,500</b>			<b>\$ (39,040)</b>
<b>Adjustments to Cash on Hand</b>	<b>-</b>	<b>-</b>			<b>-</b>
<b>Cash on Hand - Ending</b>	<b>\$ (39,040)</b>	<b>\$ 12,600</b>			<b>\$ 33,560</b>

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> June 12, 2024</p> <p><b>ITEM NO:</b> 13</p> <p><b>PRESENTER:</b> Mark Cousineau, Director of Finance</p>
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**SUBJECT: APPROVE CERTAIN PROFESSIONAL SERVICES AGREEMENTS FOR FISCAL YEAR 2024-2025**

## **SUMMARY**

The proposed Professional Services Agreements are billed on a time and charges basis with an established amount not to exceed annual threshold.

## **RECOMMENDED ACTION(S)**

Approve certain Professional Services Agreements with various firms for Fiscal Year 2024-2025; and authorize the Chief Executive Officer to execute all related documents.

## **FISCAL IMPACT**

These proposed contract amounts are included in the proposed Inland Valley Development Agency (IVDA) Fiscal Year 2024-2025 Budget. These agreements are billed on a time and charges, amount not to exceed basis. Services are rendered only when requested.

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

**BACKGROUND INFORMATION**

Staff is requesting the approval of the following agreements with various consultants for Fiscal Year 2024-2025 for the amounts specified, as presented. If approved, the Chief Executive Officer would execute the agreements. In all cases, services are performed and paid for on a time and charge basis for only those services requested and received.

<u>Consultant</u>	<u>Not-to-Exceed Amount</u>
A. Mirau, Edwards, Lewin, and Tooke, LLP	\$ 150,000.00
B. Rosenow Spevacek Group, Inc.	\$ 60,000.00
C. Tom Dodson & Associates	\$ 50,000.00
D. Hernandez, Kroone & Associates, Inc.	\$ 50,000.00
E. Three-2-One, Inc. DBA Imagine Systems, Inc.	\$ 60,000.00
F. Innovative Federal Strategies, LLC	\$ 60,000.00
G. Elizabeth Martyn, APC	\$ 30,000.00
H. California Strategies & Advocacy, LLC	\$ 60,000.00
I. Cole Huber, LLP	\$ 30,000.00
J. Rogers, Anderson, Malody & Scott, LLP	\$ 56,760.00
K. Zenaida Global	\$ 130,000.00
L. CJMC Holdings, LLC	\$ 50,000.00
M. Boston Fox Tigue International – IVDA and UAS Center	\$ 40,000.00
N. Cal Interpreting & Translations, Inc.	\$ 28,000.00

With the proposed adoption of the Fiscal Year 2024-2025 Budget, Staff is recommending that the Inland Valley Development Agency (IVDA) enter into agreements with the various consultants for the aforementioned period. These consulting agreements include the continuation of existing agreements with consultants that have been serving the IVDA in prior years. Each possesses tacit knowledge, expertise, and an ability to render specific services that the IVDA needs for certain projects. Each is considered to be uniquely valuable, and they are utilized only when their special knowledge is required. Historically, the IVDA has found it to be more economical to hire a specialist when needed rather than employ full-time staff members for each specialty.

As with the previous years, these agreements will expire at the end of the Fiscal Year 2024-2025, and amendments to these agreements in excess of the approved amounts or the CEO's purchasing authority, as appropriate, will be brought back to the Board for approval.

A summary of the services provided by each of the consultant is as follows:

<u>Consultant</u>	<u>Type of Service</u>
A. Mirau, Edwards, Lewin, and Tooke, LLP	IVDA general counsel legal services.
B. Rosenow Spevacek Group Inc.	\$60,000 annual contract to prepare Fiscal Consultant Report for required bond disclosures, assess the project area taxes collected by members and appropriate school district for the 2024-2025 Fiscal Year, and forecast the 2025-2026 anticipated tax revenues based on this historical data. Provide technical support as needed.
C. Tom Dodson & Associates	Work on environmental issues/projects related to the IVDA properties. Prepare technical studies and EIR for specific plans.
D. Hernandez, Kroone & Associates, Inc.	Provide civil engineering and survey services as assigned.
E. Three-2-One, Inc. DBA Imagine Systems, Inc.	Provide consulting, troubleshooting, preventative maintenance, and support services for IVDA information systems technology and audio-visual systems.
F. Innovative Federal Strategies, LLC	Consultant for federal legislative advocacy services.
G. Elizabeth Martyn, APC	Special Counsel – Successor Agency legal services.
H. California Strategies & Advocacy, LLC	Consultant for California legislative advocacy services.
I. Cole Huber, LLP	Special counsel for litigation services.

J. Rogers, Anderson, Malody & Scott, LLP	Independent audit to conduct required annual financial statement audit and Single Audit.
K. Zenaida Global	Contract for management and administration of Unmanned Aerial Systems (UAS) Center.
L. CJMC Holdings, LLC	Provide professional construction and project management services for capital projects including the Sterling Avenue grant.
M. Boston Fox Tigie International	IVDA and UAS Center at SBD Marketing and Advertising Services.
N. Cal Interpreting & Translations, Inc.	IVDA Board Meeting translation, interpreting, and equipment rental services.

These amounts do not include grant-funded projects, which may require a separate consultant agreement and, in this case, would then be brought to the Board for approval. Those consultant fees would be eligible grant-funded expenditures and would therefore be reimbursable.

IVDA's standard form professional services agreement will be used.

Staff recommends the Board approve the recommended action as set forth above.

**Attachments:**

1. Standard Form of Agreement.

**INLAND VALLEY DEVELOPMENT AGENCY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**CONSULTANT NAME**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into as of **\_\_\_\_\_**, **20\_\_**, by and between the **INLAND VALLEY DEVELOPMENT AGENCY**, a joint powers authority created pursuant to Government Code Sections 6500, et seq., (the "IVDA"), and **CONSULTANT NAME**, organized under the laws of the State of California (the "Consultant").

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

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

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and shall automatically terminate on **\_\_\_\_\_ 30, 20\_\_** (the "Term"). The IVDA reserves the right through the actions of the Chief Executive Officer or of the IVDA to terminate this Agreement at any time either with or without cause and at the sole convenience of the IVDA upon delivery of notice of termination to the Consultant; provided, however, that upon the effective date of any such termination, the IVDA shall be responsible to pay and/or reimburse the Consultant for all services, materials and supplies as may have been furnished to the IVDA in accordance with the Scope of Services as referenced in Section 3.

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

4. PAYMENT BY IVDA FOR WORK PERFORMED BY CONSULTANT.

A. The IVDA shall compensate the Consultant in an aggregate amount not to exceed \_\_\_\_\_ Dollars (\$ \_\_, \_\_) for the Term of this Agreement. Payments shall be made on a monthly basis based on services requested and rendered according to the rates and charges listed in Exhibit “\_\_.”

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 invoice the IVDA for services performed by the Consultant under this Agreement each calendar month during the Term of this Agreement. Included in each invoice, Consultant shall itemize expenses for telephone and professional liability insurance premiums, as applicable to such billing period.

D. The Consultant shall submit invoices under this Agreement to:

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

E. Each invoice of the Consultant shall set forth the time and expenses of the Consultant incurred in performance of the Scope of Services, during the period of time for which the invoice is issued. Each invoice of the Consultant shall clearly set forth the names of the individual personnel of the Consultant and any individual subconsultants utilized by the Consultant, during the time period covered by the invoice, a description of the professional services rendered on a daily basis by each named individual during such time period, the respective hourly rates of each named individual and the actual time expended by each named individual. Each invoice of the Consultant shall be accompanied by copies of all third party invoices for other direct costs incurred and paid by the Consultant during such time period. The IVDA shall pay all amounts set forth on the invoices of the Consultant and approved by the authorized IVDA staff personnel who requested the services, within thirty (30) days of such approval.

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

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

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

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

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



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

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

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

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

8. OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION. All maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, 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 be the sole property of the IVDA, as of the time of their preparation and payment therefor by the IVDA, and shall be delivered to the IVDA upon written request to the Consultant. The Consultant shall not make use of any maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and other materials whether for marketing purposes or for use with other clients when such have become the property of the IVDA without the prior express written consent of the IVDA except to the extent that such maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents are readily available to the general public as public records pursuant to State law.

Consultant shall execute, acknowledge and perform any and all acts which shall reasonably be required in order for IVDA to establish unequivocal ownership of the maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and record, register and procure an issuance in or to IVDA's rights, title and/or interest.

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

10. CONFIDENTIALITY OF MATERIALS AND INFORMATION. The Consultant shall keep confidential all reports, survey notes and observations, information, and data acquired or generated in performance of the services set forth in the Scope of Services, which the IVDA designates confidential. None of such designated confidential materials or information may be made available to any person or entity, public or private, without the prior written consent of the IVDA. Consultant shall safeguard and not disclose confidential information of the IVDA including any of the following: (a) patient, 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 the IVDA. Upon termination or expiration of this Agreement, or otherwise as requested by the IVDA, Consultant shall promptly deliver all Confidential Information to the IVDA, if any, in whatever form, that may be in Consultant's possession or control.

11. DEFAULT AND REMEDIES.

A. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within seven (7) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

B. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall

not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice as specified herein.

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

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

## 12. TERMINATION.

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

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

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

CONSULTANT:      Consultant Name  
                            Consultant Address  
                            City, State and Zip Code

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

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

15. NONDISCRIMINATION. The Consultant shall not discriminate against any person on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap in the performance of the Scope of Services of this Agreement. Without limitation, the Consultant hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status 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. SUBCONTRACTORS AND/OR SUBCONSULTANTS. The Consultant recognizes and agrees that it has the affirmative duty to disclose the company name, company address, names and titles of principals, key management and supervisory personnel of all subcontractors and/or subconsultants, and other persons, entities, agents, representatives and intermediaries (collectively, "Subcontractors") who may be participating in any manner in the Scope of Services to be rendered by the Consultant pursuant to the terms of this Agreement. The definition of Subcontractors shall also include any and all others persons who may attempt to influence any decision intended to be made by the governing body of the IVDA with regard to the funding, other discretionary actions or additional approvals associated with this Agreement and the Scope of Services whether or not such other parties are seeking compensation from the Consultant in furtherance of the Scope of Services pursuant to this Agreement. All such Subcontractors shall be disclosed in writing by the Consultant to the Clerk of the IVDA Board, immediately upon Consultant entering into any agreement or contract, either written or oral, with each such Subcontractor. It is the obligation of the Consultant to so 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:

\_\_\_\_\_  
(initial here)

17. CONSULTANT AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS.

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

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

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

\_\_\_\_\_  
(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. FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS. The provisions of this Section 20 shall apply to the Consultant, its employees and/or agents providing or supervising the services to the IVDA as set forth in this Agreement. The Consultant

acknowledges and represents and warrants that the Consultant is aware of the requirements of the Fair Political Practices Commission ("FPPC") of the State of California, including the statutory requirements and the rules and regulations promulgated pursuant thereto, and the obligations and duties of third party contractors such as the Consultant to complete and timely submit the required FPPC reporting forms.

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

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

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

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

(initial here)

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

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

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

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



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

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

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

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

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

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

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

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

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**[SIGNATURES ON FOLLOWING PAGE]**

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

**IVDA**

Dated: \_\_\_\_\_

Inland Valley Development Agency,  
a joint powers authority

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

ATTEST:

\_\_\_\_\_  
Jillian Ubaldo, Clerk of the Board

Approved as to form and legal content:

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

\_\_\_\_\_  
Michael Lewin

**Consultant**

Dated: \_\_\_\_\_

**Consultant Name**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**SCOPE OF SERVICES**

DRAFT

## 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: June 12, 2024**

**ITEM NO: 14**

**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:	Michael Burrows
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	IVDA Board

**BACKGROUND INFORMATION**

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

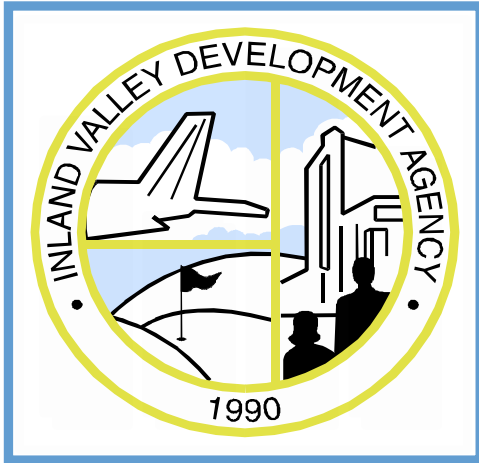
This status is offered for consideration and review. Updates and adjustments should be made, as appropriate, at each monthly interval.

For review and discussion.

**Attachments:**

1. IVDA Action Plan

# June, 2024– IVDA Focal Areas



JPA Obligations

UAS Center at SBD

Annual ROPS

Alliance-California  
Obligations

Northgate Development

Economic Development  
Programs

Inland Valley Infrastructure  
Corridor

Sterling Avenue

Grant Programs & Initiatives



# Inland Valley Development Agency

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

Month	Key Initiative	Key Resources	Completion Date
January, 2024	Sterling Avenue Grant, 3 <sup>rd</sup> & 5 <sup>th</sup> Street, Quarterly Financials	IVDA Board & Committee, CEO, General Counsel, Director of Finance, Staff	January 31, 2024
February, 2024	Annual Audit File Annual ROPS	IVDA Board & Committee, CEO, Director of Finance, Staff	February 28, 2024
March, 2024	Northgate Development Update 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



June, 2024

Sub-Initiative Status:



Incomplete

In Process

Completed

Annual ROPS  
(County Oversight Board)

Grant Program Report &  
Initiatives

JPA and Interagency Revenues  
and Resources

Alliance-California Obligations  
Northgate Development

Economic & Community  
Development Initiatives

Inland Valley Infrastructure  
Corridor  
Sterling Avenue

Annual Business Plan  
Review

