

# INLAND VALLEY DEVELOPMENT AGENCY

WEDNESDAY, JUNE 14, 2023

3:00 P.M. (Closed Session (if any), immediately followed by Open Session)

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*

### **Jesse Armendarez**

*Supervisor, County of San Bernardino*

### **Helen Tran**

*Mayor, City of San Bernardino*

### **Juan Figueroa**

*Councilmember, City of San Bernardino*

### **Sandra Ibarra**

*Councilmember, City of San Bernardino*

## **ALTERNATE BOARD MEMBERS:**

### **Vacant**

*City of Colton*

### **John Lenart**

*Councilmember, City of Loma Linda*

### **Fred Shorett**

*Mayor Pro Tem, City of San Bernardino*

### **Dawn Rowe**

*Supervisor, County of San Bernardino*

- Full agenda packets are available at the IVDA office, 1601 East Third Street, San Bernardino, California, will be provided at the meeting, and are posted in the Agenda section of our website at [www.ivdajpa.org](http://www.ivdajpa.org). Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 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 on or off the agenda will be limited to three minutes.
- The three-minute limitation shall apply to each member of the public and cannot be shared.
- An additional three minutes will be allotted to those who require translation services.

## ORDER OF BUSINESS – CLOSED SESSION

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

- **CALL TO ORDER**
- **CLOSED SESSION PUBLIC COMMENT**
- **RECESS TO CLOSED SESSION**

### 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: Vice-Chairperson Frank Navarro  
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. Members shall note agenda item contractors and subcontractors which may require member abstentions due to possible conflicts of interest.

**[PRESENTER: Jennifer Farris; 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
  - a. Chief Executive Officer Report **[PRESENTER: Michael Burrows; PAGE#: 015]**
  - b. Airport Gateway Specific Plan (AGSP) Status **[PRESENTER: Michael Burrows; PAGE#: 016]**
  - c. Consider and discuss changing the meeting time of the regular Inland Valley Development Agency (IVDA) Board meetings **[PRESENTER: Michael Lewin; PAGE#: 017]**
  - d. Report on potential translation services **[PRESENTER: Michael Lewin; PAGE#: 018]**

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 – June 14, 2023  
**[PRESENTER: Mark Cousineau; PAGE#: 019]**
4. Receive and file Cash Report for April 30, 2023, for the Inland Valley Development Agency (IVDA)  
**[PRESENTER: Mark Cousineau; PAGE#: 024]**
5. Approve the filing of a Notice of Completion with AEC Moreno, Corporation for the Building 58 Improvements Project and authorize the release of retained funds  
**[PRESENTER: Jeff Barrow; PAGE#: 027]**
6. Award a contract to C-Below, Inc. for underground utility search services for the Sterling Avenue Upgrade Project in an amount not to exceed \$26,270.00  
**[PRESENTER: Jeff Barrow; PAGE#: 030]**
7. Approve Meeting Minutes: May 10, 2023  
**[PRESENTER: Jennifer Farris; PAGE#: 054]**

I. **BOARD ACTION ITEMS**

8. Consider and discuss a report on annual business plan progress  
**[PRESENTER: Michael Burrows; PAGE#: 061]**
9. Consider and adopt the Inland Valley Development Agency (IVDA) Successor Agency budget for Fiscal Year 2023-2024  
**[PRESENTER: Mark Cousineau; PAGE#: 062]**
10. Consider and adopt the Inland Valley Development Agency (IVDA) Joint Powers Authority budget for Fiscal Year 2023-2024  
**[PRESENTER: Mark Cousineau; PAGE#: 070]**
11. Approve certain Professional Services Agreements for Fiscal Year 2023-2024  
**[PRESENTER: Mark Cousineau; PAGE#: 100]**



12. Approve award of a multi-year contract with Therma, LLC in an amount not to exceed \$308,447.00 for preventative maintenance of Heating, Ventilation, and Air Conditioning (HVAC) system for certain Inland Valley Development Agency (IVDA) owned buildings  
[PRESENTER: Jonathan Galvan; PAGE#: 119]
13. Review status of the Action Plan for the Inland Valley Development Agency (IVDA) through June 30, 2023  
[PRESENTER: Michael Burrows; PAGE#: 160]

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 12, 2023.

	<p><b>TO: Inland Valley Development Agency Board</b></p> <p><b>DATE: June 14, 2023</b></p> <p><b>ITEM NO: 1</b></p> <p><b>PRESENTER: Jennifer Farris, 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 14, 2023**

### **SUMMARY**

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

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

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

### **FISCAL IMPACT**

None.

PREPARED BY:	Jennifer Farris
CERTIFIED AS TO AVAILABILITY OF FUNDS:	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>
5.	<u>AEC Moreno Corporation</u> Hector Moreno, RMO/CEO	None.
6.	<u>C Below, Inc.</u> Chris Loera, President Ed Lyon, Board Member Parin Shah, Board Member Kai Shin, CFO & Secretary Joe Benavides, Chairman Ashley Salvino, Chief Operating Officer	None.
11.	<u>Mirau, Edwards, Lewin, and Tooke, LLP</u> John K. Mirau, Partner Mark C. Edwards, Partner Robert W. Cannon, Partner Michael J. Lewin, Partner	None.

	William P. Tooke, Partner	
11.	<u>Rosenow Spevacek Group, Inc.</u> Kathleen Rosenow, Treasurer Frank Spevacek, President Felise Acosta, Vice President Jim Simon, Secretary	None.
11.	<u>Tom Dodson &amp; Associates</u> Tom Dodson, President	None.
11.	<u>Hernandez, Kroone &amp; Associates, Inc.</u> Richard R. Hernandez, Principal Anne M. Hernandez, Principal	None.
11.	<u>Three-2-One, Inc. DBA Imagine Systems, Inc.</u> John C. Easley, President John P. Wilson, Vice President	None.
11.	<u>Innovative Federal Strategies, LLC</u> Jean Denton, Managing Partner Letitia White, Partner Heather Hennessey, Partner Bill Lowery, Partner	None.
11.	<u>Elizabeth Martyn, APC</u> Elizabeth Martyn, Principal	None.
11.	<u>California Strategies &amp; Advocacy, LLC</u> James E. Burton, Managing Partner Bob White, Chairman Camden McEfee, Vice-Chairman of Business Affairs James Lites, Partner	None.
11.	<u>Cole Huber, LLP</u> Derek P. Cole, Equity Partner Scott E. Huber, Equity Partner	None.
11.	<u>Ludwig Engineering Associates, Inc.</u> Glen L. Ludwig, President Jim Fry, P.E., P.L.S., Vice President Pearle A. Ludwig, Secretary	None.
11.	<u>Rogers, Anderson, Malody, &amp; Scott, LLP</u> Brad Welebir, Partner Jenny Liu, Partner Brenda Odle, Managing Partner Leena Shanbhag, Partner Scott Manno, Partner Terry Shea, Partner	None.
11.	<u>Zenaida Global</u> Kimberly Benson, President	Jason Ramos Terry Parisher

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|-----|---|-------|
| 11. | <u>CJMC Holdings, LLC</u><br>Jim Harris, CEO  | None. |
| 11. | <u>Richards and Associates</u><br>John Richards, Principal  | None. |
| 12. | <u>Therma, LLC</u><br>Jeff Sprau, CEO<br>Steve Hansen, COO<br>Mike Fisher, President<br>Don Bach, Vice-President<br>Mitch Sager, Director of Service<br>Charles Acker, Service Sales Manager<br>Jose Jimenez, Account Manager<br>Anthony Musso, Service Manager<br>Janae Acker, Business Operations Manager | 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 14, 2023**

**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.



**TO: Inland Valley Development Agency Board**

**DATE: June 14, 2023**

**ITEM NO: 2b**

**PRESENTER: Michael Burrows, Chief Executive Officer**

**SUBJECT: INFORMATIONAL ITEMS – AIRPORT GATEWAY SPECIFIC PLAN (AGSP) STATUS**

## **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.



**TO: Inland Valley Development Agency Board**

**DATE: June 14, 2023**

**ITEM NO: 2c**

**PRESENTER: Michael Lewin, General Counsel**

**SUBJECT: INFORMATIONAL ITEMS – CONSIDER AND DISCUSS CHANGING THE MEETING TIME OF THE REGULAR INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETINGS**

### **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**

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

### **Attachments:**

1. None.



**TO: Inland Valley Development Agency Board**

**DATE: June 14, 2023**

**ITEM NO: 2d**

**PRESENTER: Michael Lewin, General Counsel**

**SUBJECT: INFORMATIONAL ITEMS – REPORT ON POTENTIAL TRANSLATION SERVICES**

## **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**

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

## **Attachments:**

1. None.



**TO: Inland Valley Development Agency Board**

**DATE: June 14, 2023**

**ITEM NO: 3**

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

**SUBJECT: RECEIVE REGISTER OF DEMANDS - JUNE 14, 2023**

### **SUMMARY**

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

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

Receive for information.

### **FISCAL IMPACT**

Disbursements for amounts due in April 2023.

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 2023 amount to \$400,646.71 that include the following:

- **Professional Services:** California Strategies & Advocacy LLC; CJMC Holdings LLC; Desmond & Louis Inc., Empower UAV UAS Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mirau Edwards Cannon Lewin & Tooke LLP; and Right Energy Group were paid \$41,036.29.
- **Capital Projects Cost:** AEC Moreno Corporation and Cordoba Corporation were paid \$239,664.50.
- **Utilities:** AT&T, Burrtec Waste Industries Inc., City of SB Water Department, Southern California Edison, and Verizon were paid \$19,829.47.
- **Employees Benefits:** American Fidelity Assurance Company, Fidelity Security Life Insurance Co., Health Net of California Inc., Kaiser Foundation Health Plan Inc., Landmark Healthplan of California Inc., Metropolitan Life Insurance Co, Texas Life Insurance Company, and United World Life Insurance Co. were paid \$57,949.75.

**Attachments:**

1. Register of Demands for the June 14, 2023 Board Meeting.
2. Visa Breakdown - April 2023.



***Inland Valley Development Agency  
Register of Demands for Board Meeting  
June 14, 2023***

<b>Line</b>	<b>Company Name</b>	<b>Description</b>	<b>Amount</b>
1	A/C Mechanical Inc.	HVAC services, repairs, and parts	1,581.58
2	ADT LLC	Fire and burglar alarm monitoring	313.94
3	AEC Moreno Corp	Building 58 Improvement Project	184,499.50
4	Alsco Inc.	Mat maintenance	295.65
5	Amazon Capital Services Inc.	Supplies and IT equipment	43.49
6	American Fidelity Assurance Company	Employee supplemental benefits	3,181.33
7	AT&T	Fiber internet service	3,806.78
8	Board Members	Directors fees	1,925.00
9	Burrtec Waste Industries Inc.	Refuse services	1,294.72
10	C & A Janitorial Services	Janitorial services	10,038.32
11	California Strategies & Advocacy LLC	Professional lobbying and related consulting services	5,000.00
12	CDW - Government Inc.	IT equipment	845.98
13	CED-Consolidated Electrical Distributors	Electrical supplies	340.15
14	City of SB Water Department	Water and sewer services	679.31
15	CJMC Holdings LLC	Professional services - consulting capital projects	900.00
16	Cordoba Corporation	3rd Street Corridor Widening Project	55,165.00
17	Desmond & Louis Inc.	Professional event services agreement for marketing and media	4,000.00
18	Dib's Safe & Lock Service	Key and lock services	975.74
19	Empower UAV UAS Inc.	Professional service agreement for drone pilot certification	7,500.00
20	Encore Lighting Inc.	Light and lighting fixtures	1,126.61
21	Event Design Lab	Live streaming services for meeting	1,600.00
22	FedEx	Courier services	106.73
23	Fidelity Security Life Insurance Co	Employee group benefits - flexible spending accounts	2,564.82
24	Fidelity Security Life Insurance Co.	Employee group benefits - vision	768.92
25	Grainger	Maintenance and supplies for Building 58	125.51
26	Health Net of California Inc.	Employee group benefits - medical	24,352.89
27	Imagine Systems Inc.	IT consulting services	6,616.29
28	Innovative Federal Strategies LLC	Federal legislative advocacy services	5,000.00
29	K&L Hardware and Plumbing Supply Inc.	Maintenance, tools, and supplies	247.57
30	Kaiser Foundation Health Plan, Inc.	Employee group benefits - medical	2,580.10
31	Landmark Healthplan of California Inc.	Employee group benefits - chiropractic services	757.91
32	Metropolitan Life Insurance Co	Employee group benefits - dental	15,106.08
33	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	6,020.00
34	Mobile Modular Management Corp	Mobile office rent - UAS Center @ SBD, Perimeter Rd.	1,819.11
35	Quench USA, Inc.	Water purification system for Building 48	232.73
36	Right Energy Group	Inland Port programs agreement	6,000.00
37	SB Emergency Regional Training Center	Training site rental for UAS drone training	4,400.00
38	Southern California Edison	Electricity	13,329.98
39	Texas Life Insurance Company	Group benefits - additional life insurance	2,337.80

***Inland Valley Development Agency  
Register of Demands for Board Meeting  
June 14, 2023***

<b>Line</b>	<b>Company Name</b>	<b>Description</b>	<b>Amount</b>
40	Toshiba Business Solutions	Maintenance for office equipment for Building 48	596.15
41	United World Life Insurance Co	Employee group benefits - life insurance	6,299.90
42	Verizon Wireless	Wireless monthly service and equipment purchases	718.68
43	Visa	Office supplies, travel and other misc. charges	15,552.44
			400,646.71

# VISA Breakdown

April 2023

IVDA

Line	Description	Vendor	Dept.	Amount
1	Speaker for Board Room sound system	Guitar Center	COB	182.69
2	Secure HR fax line	Interfax	HR	9.50
3	Employee engagement supplies	Target	HR	58.73
4	Custom promotional pens for UAS Center at SBD	Anypromo.com	UAS	456.75
5	Custom promotional hand sanitizers for UAS	Anypromo.com	UAS	449.17
6	Foot grill mat for entryway to Norton Regional	The Mad Hatter	Admin	6,557.00
7	Electrical supplies for Building 48	Lowe's	Admin	58.27
8	Light bulbs for Building 48	1000Bulbs	Admin	1,917.38
9	Electrical supplies for Building 48	Lowe's	Admin	25.02
10	HVAC control upgrade for Building 48	Control Air Enterprises	Admin	2,653.13
11	Agency dial in line	FreeConferenceCall	Admin	10.00
12	Agency dial in line	FreeConferenceCall	Admin	10.00
13	Agency dial in line	FreeConferenceCall	Admin	10.00
14	Drone pilot certification exam at UAS Center	PSI Services	UAS	175.00
15	Drone pilot certification exam at UAS Center	PSI Services	UAS	175.00
16	Drone pilot certification exam at UAS Center	PSI Services	UAS	175.00
17	Drone pilot certification exam at UAS Center	PSI Services	UAS	175.00
18	Drone pilot certification exam at UAS Center	PSI Services	UAS	175.00
19	Drone pilot certification exam at UAS Center	PSI Services	UAS	175.00
20	UAS Center Meetings	Residence Inn	UAS	214.39
21	UAS Center Meetings	Residence Inn	UAS	315.16
22	Airfare for M. Burrows round trip to Denver CO for AUVSI Drone Expo	United Airlines	Admin	333.15
23	In flight Wifi for M. Burrows to Japan Trade Mission Trip	United Airlines	Admin	9.00
24	Refund for lodging for Washington D.C. trip for C.	Thompson Hotels	HR	(355.20)
25	Refund for cancelled airfare for C. Pritchett round trip to Sacramento for Inland Action	Southwest Airlines	HR	(385.97)
26	Due from SBIAA - Uber for C. Pritchett to Downtown Sac for Inland Action	Uber	HR	29.69
27	Due from SBIAA - Uber for C. Pritchett to Airport for Inland Action	Uber	HR	30.10
28	Lodging for J. Rodriguez for CCAC Conference	Renaissance Palm Springs Hotel	COB	882.24
29	Lodging for J. Farris for CCAC Conference	Renaissance Palm Springs Hotel	COB	832.24
30	Hospitality for Inland Action Fresno Advocacy discussion	Corner Bakery	Admin	200.00
				\$ 15,552.44
	VISA Statement Balance			\$ 15,552.44
	Date Prepared: 05/22/2023			



**TO: Inland Valley Development Agency Board**

**DATE: June 14, 2023**

**ITEM NO: 4**

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

**SUBJECT: RECEIVE AND FILE CASH REPORT FOR APRIL 30, 2023 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)**

**SUMMARY**

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

**RECOMMENDED ACTION(S)**

Receive and file Cash Report for April 30, 2023 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, 2023, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$27,429,739.08 on March 31, 2023. Banks' statements reflect \$27,667,026.42. The difference in totals is due to the outstanding checks on March 31, 2023.

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

**Attachments:**

1. Cash Report for April 30, 2023.

**Inland Valley Development Agency**  
**Cash Report**  
**April 30, 2023**

**IVDA JPA CASH**

<u>Cash</u>	Balance 03/31/23	Activities	Balance 04/30/23
<i>MMKT/ Savings Account - CHASE Bank</i>	2,830,313.34	107.78	2,830,421.12
<i>Checking Account - CHASE Bank</i>	2,741,881.42	(992,118.94)	1,749,762.48
Deposits In Transit:			
Beginning	7,009.00	(7,009.00)	-
Ending		100.65	100.65
Outstanding Checks:			
Beginning	(124,578.99)	124,578.99	-
Ending		(237,387.99)	(237,387.99)
<i>Payroll Account - CHASE Bank</i>	67.69	1,884.18	1,951.87
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
<i>BRORF Account - CHASE Bank</i>	4,803,548.81	182.92	4,803,731.73
<i>Cash with Fiscal Agent- MECLT Trust</i>	75,359.58	995,945.80	1,071,305.38
Subtotal	10,333,600.85	(113,715.61)	10,219,885.24
<u>Investments</u>			
<i>Local Agency Investment Funds - Regular Account</i>	75,779.52	510.74	76,290.26
<i>Local Agency Investment Funds - Bond Account</i>	121,412.85	818.30	122,231.15
Total	197,192.37	1,329.04	198,521.41
Subtotal JPA Cash & Investments	10,530,793.22	(112,386.57)	10,418,406.65

**IVDA SUCCESSOR AGENCY CASH**

<i>RORF Account -CHASE Bank</i>	360,573.32	-	360,573.32
<u>Investments Held With Fiscal Agent</u>			
Special Fund - US Bank - 2014 series	9.12	-	9.12
Interest Account - US Bank - 2014 series	-	-	-
<i>Reserve Account- US Bank - 2014 series</i>	16,650,604.60	70.71	16,650,675.31
<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	17,011,261.72	70.71	17,011,332.43
Total Cash and Investments	\$ 27,542,054.94	(112,315.86)	\$ 27,429,739.08

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 14, 2023**

**ITEM NO: 5**

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

**SUBJECT: APPROVE THE FILING OF A NOTICE OF COMPLETION WITH AEC MORENO CORPORATION FOR THE BUILDING 58 IMPROVEMENTS PROJECT AND AUTHORIZE THE RELEASE OF RETAINED FUNDS**

### **SUMMARY**

The Building 58 Improvements Project is complete.

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

Approve the filing of a Notice of Completion with AEC Moreno Corporation for the Building 58 Improvements Project, authorize the release of retained funds; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None. Funding for this project is included in the adjusted Inland Valley Development Agency (IVDA) Fiscal Year 2022-2023 Budget in the Capital Projects Fund, Account 50281 - Tenant Improvements - Bldg. 58 in the amount of \$350,000.00.

PREPARED BY:	Kevin Vejar
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 has had an extensive history from its inception. From 1942 to 1994, Building 58 was used as a retail store for Norton Air Force Base. From 1994 to the present day, it has had many tenants, such as a deli, a brewery and tap room, as well as non-profit organizations. Currently, the center portion of Building 58 has been upgraded to comply with certain code compliance in order to provide a tenable and rentable space.

On August 10, 2022, the Inland Valley Development Agency (IVDA) Board authorized Staff to issue a Request for Proposal for a Design-Build Delivery Method for Building 58 Improvements Project. Project plans and specifications were advertised as a Notice Inviting Bids on the IVDA website and notices were published in three (3) local newspapers, in accordance with IVDA Policies and Procedures. Two (2) qualified contractors submitted sealed bids on December 26, 2022, of which AEC Moreno Corporation submitted the most competitive bid proposal for this project.

The Building 58 Improvements Project included: modifying the public restrooms to meet Americans with Disabilities Act (ADA) requirements, demolition of existing lights and installing energy efficient lighting, installation of a new storefront system, as well as other cosmetic improvements throughout the building.

The construction project is now complete.

Staff recommends that the IVDA Board approve the recommended action.

**Attachments:**

1. Photos.







**TO: Inland Valley Development Agency Board**

**DATE: June 14, 2023**

**ITEM NO: 6**

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

**SUBJECT: AWARD A CONTRACT TO C-BELOW, INC. FOR UNDERGROUND UTILITY SEARCH SERVICES FOR THE STERLING AVENUE UPGRADE PROJECT IN AN AMOUNT NOT TO EXCEED \$26,270.00**

### **SUMMARY**

Approval of this item allows staff to provide engineering information to the design consultant developing the detailed engineering construction drawings for the Sterling Avenue Upgrade Project.

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

Award a contract to C-Below, Inc. to provide underground utility search services for the Sterling Avenue Upgrade Project in an amount not to exceed \$26,270; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None. Funding for these services is included in the approved Fiscal Year 2022-2023 Budget in the Capital Project and General funds, Account 50920 - Professional Services-Other in the amounts of \$75,000 and \$225,000 of which \$24,410 and \$1,860, respectively are allocated to this contract.

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

## **BACKGROUND INFORMATION**

In December 2021, the Inland Valley Development Agency (lead applicant), and the San Manuel Band of Mission Indians (SMBMI), (co-applicant), received a financial assistance award from the U.S. Department of Commerce, Economic Development Administration (EDA) for the Sterling Avenue Upgrade Project (EDA Grant No. 07-01-07779). The estimated cost of this project is \$3,814,391, with a Federal share cost of \$3,051,513. The recipient share is for an amount of \$762,878. This amount will be equally divided between IVDA and SMBMI.

Funding from this EDA investment will allow the IVDA/SMBMI to improve existing roadway and infrastructure conditions for portions of Sterling Avenue and 3rd Street. The intersection and roadway will be widened to accommodate truck traffic and conform to the City of San Bernardino Master Plan for a 104' wide roadway, which will improve ground access circulation for future development. The roadway work also includes new curb, gutter, storm drain, striping and ADA compliant sidewalks with streetlights, upgraded traffic signals, turn lanes, and repaired roadway surfaces.

The proposed project will also construct one bridge that will cross over a part of the City Creek Bypass Channel to provide an additional access point to the Airport at Perimeter Road on the North side of SBD International Airport.

On August 10, 2022, the IVDA Board awarded a Professional Services Agreement to Hernandez Kroone & Associates, Incorporated (HKA). As a part of the design effort, HKA requires additional underground utility verification to complete the construction documents. The underground survey requirement was not a part of the engineering contract.

HKA and staff worked together to obtain the quotes from local companies to provide the underground survey. Staff received three (3) quotes on April 28, 2023:

- |                      |             |
|----------------------|-------------|
| • C-Below, Inc.      | \$26,270.00 |
| • Bess Testlab, Inc. | \$30,780.00 |
| • Air X              | \$64,544.00 |

Staff recommends that the IVDA Board approve the recommended action.

### **Attachments:**

1. Site Location
2. Proposal, C-Below, Inc.
3. Proposal, Bess Testlab, Inc.
4. Proposal, Air X



**FIGURE 3**  
**Site Location (Aerial Photo)**



GPR  
Mapping  
Potholing  
Utility Locating  
CCTV Pipe Inspection



**BELOW**  
SUBSURFACE IMAGING

[www.cbelow.com](http://www.cbelow.com)  
**1-888-90-BELOW**  
14280 Euclid Ave.  
Chino, CA 91710  
CL# 959964





**Estimate**  
**Job** 23-6990  
**Quote No.** Q-16608  
**Date:** 04-28-2023  
**Expires on:** 05-28-2023  
**Payment** Net 30- Prevailing Wage

**C Below | Subsurface Imaging**  
*Call Before you cut, core, drill or dig.*

14280 Euclid Ave Chino, CA 91710  
Phone: **(888) 902-3569** Fax: (909)606-6555  
[www.cbelow.com](http://www.cbelow.com)

**Bill To**

Hernandez, Kroone & Associates, Inc.  
234 East Drake Drive  
San Bernardino  
CA  
92408

**Opportunity Name**

**Sterling Ave Pothole Project**  
Revision #1

**Primary Contact**

Yadira Lopez  
9098843222  
[yadiral@hkagroup.com](mailto:yadiral@hkagroup.com)

**Jobsite Address**

3rd Street and Sterling Avenue  
City of San Bernardino  
CA,

Sales Rep	Ext.	Email	Cell
Denise Goraleski		<a href="mailto:deniseg@cbelow.com">deniseg@cbelow.com</a>	

C Below, Inc. submits this proposal for the Sterling Ave Pothole Project project. Our proposal is based on the enclosed estimated hourly breakdown and the C Below Schedule of Fees. In order to successfully complete the outlined scope of services in this proposal our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation. We appreciate the opportunity to provide you with our services and look forward to helping assure a safe and successful project.



14280 Euclid Avenue  
Chino, CA 91710

## ***Utility Locating Scope of Work***

*C Below will provide a comprehensive Utility Investigation of the outlined area shown on Exhibit A (last page of proposal).*

*The purpose of this investigation is to find all utilities outlined below to quality level (QL) B per ASCE 38-02. (see attached documentation on available quality levels).*

*C Below will exhaust any and all utility locating methods, plus “tribal knowledge”, to positively identify the horizontal and vertical locations of the utility lines.*

*This includes utilizing the equipment listed below:*

- *Electromagnetic Locator (Locator)*
- *Locatable CCTV Push Camera. No video will be provided unless specifically included in your quote. (Push Cam)*
- *Ground Penetrating Radar (GPR).*
- *Locatable Duct Rodder (Ram Rod).*
- *Crawler Camera and lateral Launch Equipment if specifically included in your quote. (Crawler)*

*Deliverables- Utility locations along with depth estimates will be marked directly on the surface (Please reference your Markings Card for explanations of these).*



## Potholing Scope of Work

*C Below will perform (17) potholes as indicated in the client provided potholing exhibit. A standard pothole is 12 in x 12 in, performed to the top of pipe or encasement with sand backfill and a permanent surface patch.*

*(13) Potholes @ 0-5' deep*

*(4) Potholes @10'*

*Additional costs: Potholes outside of our standard will be billed based on actual depth or conditions. Limitations on work hours may cause additional mobilization or traffic control charges. Permitting fees will be adjusted to actual costs.*

*If C Below is not hired to mark the locations of the potholes, they will be performed off of the utility provider's marks under the client's direction. Utility providers typically do not mark out sewer or storm drain lines. Dry holes are considered billable. Locating is a separated line item that will be represented on your estimate.*

*Client will be provided a detailed potholing report at the conclusion of the investigation.*

### *SERVICE INCLUDES*

*Dig Alert Coordination & Delineation*

*Encroachment Permit at cost plus 15% for processing fee*

*Vacuum Excavation to top of utility, encasement or stop depth*

*Standard Traffic Control*

*Permanent Cold Patch*

*Sand Backfill*

*Removal of Debris*

*Pothole Report*

### *SERVICE DOES NOT INCLUDE*

*Hot Patching*

*Slurry Backfill*

*Engineered Traffic Control Plans*

*Extensive Traffic Control*

*Flagging for Traffic Control*

*Removal of Dig Alert Marks*

*Survey of Pothole Locations pre or post pothole*

*Please request a quote if any of the above services are needed*





**Estimate**  
**Job** 23-6990  
**Quote No.** Q-16608  
**Date:** 04-28-2023  
**Expires on:** 05-28-2023  
**Payment** Net 30- Prevailing Wage

## Product Line Items

Product	Quantity	Sales Price	Total Price
Pothole   0'-5' Deep	13	\$650.00	\$8,450.00
Permitting	1	\$1,000.00	\$1,000.00
Traffic Control   25-55 MPH	5	\$1,250.00	\$6,250.00
Added Service   Vacuum Excavation Spoil Removal and Dumping	4	\$550.00	\$2,200.00
Pothole Report	1	\$350.00	\$350.00
Admin	2	\$95.00	\$190.00
Project Coordinator	4	\$95.00	\$380.00
Mobilization   Potholing Crew	5	\$310.00	\$1,550.00
Pothole   5'-10' Deep	4	\$675.00	\$2,700.00
Added Service   Hot Patching   Slurry	8	\$400.00	\$3,200.00
<b>Total USD</b>			<b>\$26,270.00</b>

## Product Descriptions

Product Item	Description
Pothole   0'-5' Deep	Pothole   0'-5' Deep   Includes surface demo, backfill and standard cold patch.
Permitting	Permit Fees. Includes submission and pickup of permit. Subject to change based on actual agency prices
Traffic Control   25-55 MPH	Traffic Control 25-55 MPH
Added Service   Vacuum Excavation Spoil Removal and Dumping	Vacuum Excavation Spoil Removal and Dumping
Pothole Report	Pothole Report   Distinctive documented characteristics of utility.
Admin	Project Administration.
Project Coordinator	Project Coordinator
Mobilization   Potholing Crew	Mobilization   Potholing Crew
Pothole   5'-10' Deep	Pothole   5'-10' Deep   Includes surface demo, backfill and standard cold patch.



**Estimate**  
**Job** 23-6990  
**Quote No.** Q-16608  
**Date:** 04-28-2023  
**Expires on:** 05-28-2023  
**Payment** Net 30- Prevailing Wage

Added Service   Hot Patching   Slurry	Hot Patching up to 2x2' area with 1 Sack Slurry backfill.
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## Quality Level Definitions

**Quality Level D** is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

---

**Quality Level C** involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

---

**Quality Level B** involves the application of appropriate surface locating methods to determine the existence and horizontal position of virtually all utilities within the project limits. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

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**Quality Level A** is the highest level of accuracy and involves the full use of the subsurface utility investigation method. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of underground features.

## **Service Exceptions and Limitation**

### **Locating Exceptions**

Our services do not include the location of irrigation lines and associated control valves. We are able to locate sewer and storm drain lines if access is made available. We do not locate abandoned/extra conduits containing no interior cable and we do not locate fiber optic lines or lines without a metallic shield or lacking a tracer wire. C Below has the ability to locate nonmetallic lines but it is outside our normal scope of services. Should the need arise to locate these types of lines, please contact us for an additional quote.

### **GPR Exceptions**

There needs to be at least 8 inches clearance around the perimeter of the scanning area to accommodate the GPR antenna; especially at structure intersections. Scanning surfaces need to be relatively flat with no water present. GPR can penetrate 12 inches of concrete or masonry, but accuracy decreases with increased steel congestion. Indications show up on the radar screen as hyperbolas. The center of the hyperbola is the center of the indication. GPR data, under most circumstances, does not allow for the interpretation of an indications size, only the center location of the indication and embedment depth. Indications such as reinforcing steel or conduit spaced closer than 2 inches on center may show up as one indication.

### **Mapping Exceptions**

Please be sure to provide any project documents prior to dispatch. A workable CAD file is required if mapping is to be performed. JPG, TIFF, PDF files are not preferred and may affect the quality of the final product. If no CAD file can be provided, additional costs may apply. A complete and editable background must be provided by the client to ensure the quality of the final product.

### **Potholing Exceptions**

For billing purposes, C Below defines a standard pothole with the dimensions of 1' X 1' X 5' deep. Deviations from this standard definition require rate increases for additional time and materials to facilitate the client requests. Because potholing rates and other associated costs are based on the assumption of 8 hour work days, additional fees may apply if work is limited to less than 8 hours per day. These fees may include, but are not limited to: additional traffic control, travel time, and disposal fees. Standard pothole pricing includes holes at locations with a soil surface or an asphalt surface up to 6-inches thick. Additional fees will apply if the asphalt surface is over 6" thick or the proposed hole location has a concrete surface. If during the potholing operation the soil is found to have large aggregate or other debris over 3-inches in diameter, ground water, roots or hazardous materials, additional fees will apply. For further clarification please speak to your C Below representative. Optional Services include: hot patching per City requirements, slurry backfill, standard or engineered traffic control plans, trenching or excavation beyond standard pothole dimensions.

### **CCTV Exceptions**

All lines designated by the client for need of inspection must have clear unobstructed access points. Information gathered during the inspection must be agreed upon prior to dispatch. For added scope of water jetting additional fees apply.

### **Traffic Control**

Standard Traffic Control includes one lane closure with minimal signage not spanning an intersection. Extensive Traffic Control includes multiple lane closures, arrow boards, multiple signage requirements, spanning of intersections, flaggers, and other non-standard setups.

## General Terms and Conditions for Services

Provided by C Below, Inc.

For the remainder of this document, C Below, Inc. will be referred to as CBI and the Owner or Owner's representative will be referred to as the CLIENT.

### ANTICIPATED COSTS

CBI's estimated budget is based upon information provided by the Client. Our ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and attentiveness of the Client's management staff. Our accounting department will provide the Client with a percentage of the estimated budget used on each invoice. The Client's management staff shall monitor the percentage of work remaining to assure CBI's services are not greater than the estimated budget. If CBI performs less work than the estimated budget, the Client's costs will be less. Likewise, if the duration of our services exceeds our estimated budget, the Client will incur more cost. Verbal requests made by project representatives to perform services beyond our estimated budget are considered authorization to perform billable work. Project actual budget totals may vary. Estimated budget hours are based on a 40-hour/Monday - Friday workweek, 8-hours per day, excluding weekends, holidays and overtime. The Client agrees that any "budget estimates", "anticipated costs" or other like documentation prepared by CBI is NOT a "not to exceed budget", "guaranteed maximum" or "lump sum". The Client will be invoiced for all work performed based on CBI's Schedule of Fees and these Terms & Conditions.

### MINIMUM CHARGES

All locating services are based on a minimum of four hours. Over four hours shall be a minimum of eight hours. If a technician is scheduled to perform a service and no work is performed, a two hour minimum charge shall apply (show-up charge).

### WORKING HOURS

CBI's regular workweek is Monday - Friday. Normal work hours are 7:00 am – 5:00 pm. For work performed Monday – Friday, overtime hours (1.5 times the contracted hourly rate) apply after eight hours worked per day. Premium time hours (2 times the contracted hourly rate) apply after twelve hours worked per day. Work performed on Saturday shall be billed at 1.5 times the contracted hourly rate. Work performed on Sundays and Holidays shall be billed at 2.0 times the contracted hourly rate. Holidays observed by CBI are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. Overtime hour charges shall be in one-hour increments.

### SCHEDULING & CANCELLATION

A minimum of 24-hours notice is required when scheduling CBI's services. If services are requested the same day or after 2:00 pm the preceding day, a premium expedite fee of \$75 per technician will apply. If services are canceled less than 24-hours before the scheduled start time, a fee of \$75 per technician will apply.

### PREVAILING WAGE

The prices quoted within are NOT Prevailing Wage or Union unless specifically stated on the first page of this document. If this project requires Prevailing Wage, our hourly rates will increase the proportional percentage increase every July 1 in accordance with the wage listed by the Director of Industrial Relations which is tied to any applicable union or collective bargaining agreement documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become the agreed upon basis for charges by CBI to the Client.

### CERTIFIED PAYROLL

Certified payroll requests will have a processing fee applied for each project, billed on every invoice in the amount of \$75.00.

### C.O.D.

Projects totaling less than \$5,000.00 in services for Clients that have not submitted credit approval through the CBI accounting department shall be performed on Cash on Delivery (C.O.D.) basis. Prior to the start of our services the CBI technician will collect a check from the Client. For all other projects, please see the TERMS OF PAYMENT section of this document.

### TERMS OF PAYMENT

The Client agrees invoices rendered for professional or technical services will be prepared bi-monthly and are due upon presentation. Invoices will be deemed past due if unpaid within thirty (30) days from date of invoice, and will be subject to a monthly finance charge of 1.5% of invoice total for each month unpaid. All invoice errors or necessary corrections shall be submitted to CBI within fifteen (15) days of receipt of the invoice; thereafter the Client acknowledges the invoice is correct and valid for payment due to CBI. CBI reserves the right to terminate services to the Client without notice if the Client's account is not paid currently. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable to CBI. The Client waives any and all claims against CBI, its subsidiaries, affiliates, servants and agents in connection with termination of work/services pursuant to this agreement. In the event CBI deems it necessary to refer a past due account to an attorney or to file suit for collections, the Client agrees to pay all actual expenses and costs incurred there by, including CBI staff costs, actual attorney fees & costs, and all related costs in such litigation. Jurisdiction and venue of all such actions and any other actions arising from this agreement or the provision of services by CBI shall be in San Bernardino County, State of California.

### INSURANCE

CBI carries all insurance required by law. Additional insurance coverage can be obtained at an additional cost to the Client. These costs can be obtained by quotation from CBI. CBI will process Waiver of Subrogation, Additional Insured's, and Additional insurance certificates upon request from the Client. An additional charge of \$150 will apply for each document required and will be invoiced to the Client.

### REIMBURSABLE EXPENSES

Outside services performed by others and direct costs expended on the Client's behalf, are charged at cost plus 15%. Equipment and materials purchased/rented by CBI exclusively for the project will be invoiced at cost plus 15%. Business license fees for project specific requirements will be invoiced at cost plus 15%.

### SERVICE AUTHORIZATION

Verbal request will be considered authorization to perform billable work. The Client shall designate member(s) of their staff who have authority to request our services and notify CBI in writing as to their authorized representative. Otherwise all service requests are billable.

### PROPOSAL VALID DURATION

Proposed Master Fee Schedule of Rates, Term & Conditions and General Conditions stated within are valid for 30 days from proposal date.

#### CONTRACTUAL ADDITIONS

C Below will undertake professional responsibility for only the services provided pursuant to this Agreement, and only pursuant to the terms and conditions of this Agreement. In particular, and without limitation, C Below will not be responsible for delays or other matters beyond its reasonable control; for inaccurate or incomplete information provided to it by Client, co-consultants or other reasonably reliable sources; for site conditions of which it was not actually informed; for unauthorized modifications to or deviations from C Below's instruments of service or the use of unfinalized instruments of service for any purposes including bidding or cost estimating; for hazardous materials or toxic substances at the Project site; for the speciation of products or equipment for purposes consistent with the manufacturer's published literature; for materials and equipment decisions made by others; for the services and instruments of service provided by others even if incorporated into C Below's instruments of service for ease of reference or otherwise; for the performance of the Project's contractors and materials suppliers; for construction means, methods, techniques, sequences or procedures, including without limitation investigation or demolition procedures and safety precautions and programs; and for the actions or inactions of others including utility companies, other consultants and governmental or quasigovernmental agencies.

The services being provided for by C Below do not relieve the Client of the responsibility of having to comply with California Government Code §§4216 - 4216.9. It is expressly understood by the Client that C Below's services are not a substitute for compliance with California government Code §§4216 - 4216.9.

In recognition of the relative risks, rewards and benefits of the project to both the Client and C Below, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, C Below's total liability to the Client and to any other third party for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed C Below's fee or \$5,000.00, whichever is less. Such causes include, but are not limited to, C Below's negligence, strict liability, breach of contract or breach of warranty.

The Client waives all rights against C Below for damages caused by fire, water, wind or any other perils to the extent covered by any type of property insurance applicable to the claimed damage or loss. This waiver of subrogation shall be effective even though that person or entity would otherwise have a duty of indemnification.

The Client shall ensure that all of its contractors and subcontractors maintain General Liability Insurance (minimum of \$1,000,000 per occurrence limits of coverage). Modified occurrence policies are not acceptable; any coverage exclusion in addition to standard ISO coverage forms must be noted and approved by C Below. The Client will require and make certain that its contractors and subcontractors list C Below as an additional insured using ISCO CG2010 1985 Form B or equivalent with no limitation to "ongoing operations" for each project C Below performs services for the Client. The additional insured endorsement or certificate must also contain a statement that "the protection afforded the additional insured hereunder shall be primary and any other coverage available to the additional insured shall be excess and non-contributing."

## UTILITY LOCATING

Utility locating is an imperative first step prior to excavation during pre-construction. Damaged lines are not only expensive to repair but can be extremely dangerous. Starting your project with the knowledge of the types and locations of underground utilities on the job site is an important and cost-effective way to ensure a safe and successful project.

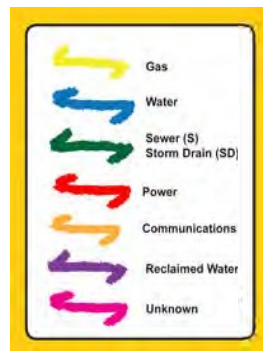
C Below has the ability to locate horizontal and vertical locations for all underground utilities including: water, gas, power, waste, communications and cable/TV.

Our technicians will mark all indications directly on the surface of all surveyed areas using the American Public Works Association (APWA) Uniform Color Code. All utility locating marks are made in accordance with the Common Ground Alliance (CGA) Best Practices.

Once lines have been found, there are several options a technician can use for marking the utility locations. Spray paint is the most common but flags or whiskers are also utilized in areas that have heavy traffic, or where sprinklers may cause the paint to become unreadable prior to excavation. Computer-aided design or CAD drawings of our findings can also be provided upon request.

Our utility locating services shall include only those materials commonly used for locating and marking indications. Clear access to scanning areas need to be provided by the client. Should the area to be scanned not be accessible from the ground, the client will provide the means (man lift, scaffold, etc.) for our technician to properly perform their work.

For utility locating we locate all underground utilities using a standard electromagnetic utility locator. With this method, we are able to find: main water supply lines and associated branch lines made of metal (conductive) or water lines installed with a "tracer wire", all sewer and waste lines by electromagnetic location, power lines, telecommunication lines, gas lines with tracer wires.



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## EXCEPTIONS

*Our services do not include the location of irrigation lines and associated control valves. We are able to locate sewer lines if access is made available. We do not locate abandoned/extra conduits containing no interior cable and we do not locate fiber optic lines or lines without a metallic shield or lacking a tracer wire. C Below has the ability to locate nonmetallic lines but it is outside our normal scope of services. Should the need arise to find these types of lines, please contact us for an additional quote.*



## GROUND PENETRATING RADAR (GPR)

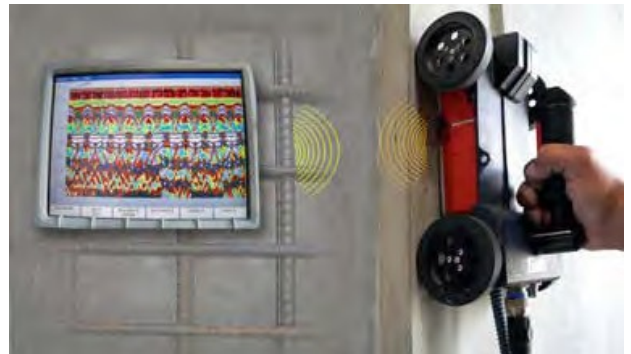
C Below uses GPR for locating reinforcing steel, prestressing strand, conduit and other indications in concrete and masonry structures. We use this method because it is one of the safest, fastest and most accurate methods currently available. With the ability to penetrate up to 18 inches of concrete, our technicians can map all indications directly on the scanning surface prior to coring, cutting or drilling. The survey results can also be saved and printed in 3-Dimensional detail providing a subsurface map for our client.

With such a large penetration range, GPR can be used with access to only one side of the scanning area with no need to place film on the opposite surface (as is needed with other methods). Our technicians determine the thickness of concrete and masonry structures to determine the spacing and depth of indications. In certain cases, the size of the indication can be estimated.

As these indications are found, they are displayed to the technician in real-time. They are displayed on the GPR monitor when changes in the conductivity of the scanned area represent locations of rebar, conduit, pipe, voids, and other objects located beneath the surface. Once located, the indication is marked in accordance with the APWA Uniform Color Code.

GPR is incredibly versatile and offers ease of use on job sites. It emits about 1% the power of a cell phone signal to perform its functions. Other methods require a safety perimeter around work areas. We prefer to use GPR because we are able to work in occupied sites and buildings where temporary evacuation is not an option. The equipment is very portable and can be moved to location quickly, making scanning of multiple areas a fast, efficient and manageable process. The practicality of this service supersedes traditional methods of utility locating, but it can also be used in conjunction with them.

With the ability to locate nonmetallic utilities up to 12 feet deep, you can be sure most lines will be identified.



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## EXCEPTIONS

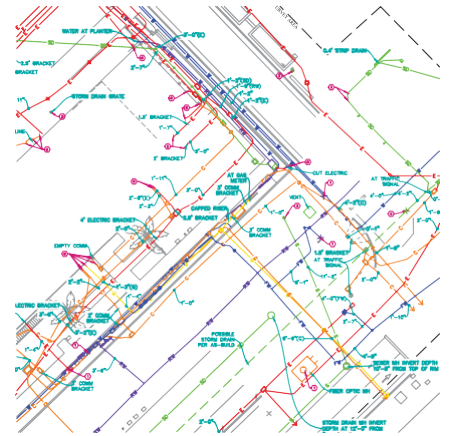
*There needs to be at least 8 inches clearance around the perimeter of the scanning area to accommodate the GPR antenna; especially at structure intersections. Scanning surfaces need to be relatively flat with no water present. GPR can penetrate 16 inches of concrete or masonry, but accuracy decreases with increased steel congestion. Size of indications are hard to determine as GPR readings are presented in a fashion that communicates location rather than the indication's expanse.*



## UNDERGROUND MAPPING

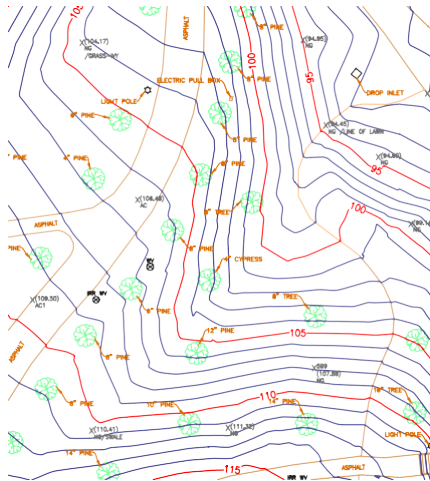
C Below will provide our client with electronic and/or printed documentation of our utility investigation when mapping is added to our locating scope of work. Utility locations will be plotted in a client provided site drawing with clear, easy to read detail. Each utility is labeled and color coded in accordance with the indications marked in the field. We prepare CAD drawings to ensure the industry's most accurate drawings. The details of these drawings are based upon client specifications. Some of these options include depth, pipe diameter and materials, connection points, and all unknown utilities.

In addition to 36" x 24" prints, our drawings can also be saved in PDF format for simple distribution and viewing. Our detailed drawings can be used to provide designers and contractors with an overview of what to expect when performing site work. All mapping is done under the supervision of a licensed civil engineer.



## ADDITIONAL SURVEYING SERVICES

In addition to mapping our utility location markings, we offer a full range of surveying services.



ADA

BOUNDARY

A.L.T.A./N.S.P.S

TOPOGRAPHIC

CROSS-SECTIONS

ENCUMBRANCE MAPS

ORTHO AERIAL PHOTOS

## EXCEPTIONS

*Please be sure to provide any project documents prior to dispatch. A workable CAD file is required if mapping is to be performed. JPG, TIFF, PDF files are not preferred and may affect the quality of the final product. If no CAD file can be provided, additional costs may apply. A complete and editable background must be provided by the client to ensure the quality of the final product.*

## POTHOLING

Potholing is also known as vacuum excavation and is used for the purpose of identifying the axis of an underground utility. When the utility is revealed, the type of material and utility size are documented. The data collected during these excavations are beneficial in all phases of construction. Based upon the soils conditions or scope, C Below will choose to use air or water to create the pothole. Potholes made to expose facilities encased in concrete, will stop at the encasement. The top of the encasement will then be recorded as the top of the facility.

After documenting our findings, each pothole will be backfilled, compacted, and a perm-a-patch or hot patch will be provided depending upon client specifications.

A potholing report complete with photographs are provided at the conclusion of the job documenting the location, utility found, depth to top of pipe, utility size, material and the soil conditions. If no utility is found within the predetermined depth of the pothole, it will be considered a dry hole. Additional holes may be necessary to provide a positive location of the utility.



**C Below technicians performing potholing**



**Potholing equipment**

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## PRICING & EXCEPTIONS

*For billing purposes, C Below defines a standard pothole with the dimensions of 1' X 1' X 5' deep. Deviations from this standard definition require rate increases for additional time and materials to facilitate the client requests. Because potholing rates and other associated costs are based on the assumption of 8 hour work days, additional fees may apply if work is limited to less than 8 hours per day. These fees may include, but are not limited to: additional traffic control, travel time, and disposal fees. Standard pothole pricing includes holes at locations with a soil surface or an asphalt surface up to 6-inches thick. Additional fees will apply if the asphalt surface is over 6" thick or the proposed hole location has a concrete surface. If during the potholing operation the soil is found to have large aggregate or other debris over 3-inches in diameter, ground water, roots or hazardous materials, additional fees will apply. For further clarification please see rate sheet for 'Out of Scope Hole' and the table below. Optional Services include: hotpatching per City requirements, stamped traffic control plans by an engineer, routine traffic control plans.*

## CCTV PIPE INSPECTION AND CRAWLER CAM

C Below provides video pipe inspection that will give vital information to help properly maintain utility and pipe facilities. We perform this service on sanitary sewer and storm drain lines specifically identified by the client or client's representative. CCTV pipe inspection includes trained personnel and the use of a push camera and/or crawler camera depending on the size of the line.

During this inspection, videos are recorded in full color MP4 files that can be viewed easily on all computers. Captions can be added to the video to help identify the technician findings. Our push cameras can video lines as small as 3" in diameter while our crawler cameras can do pipes upwards of 72". The video technology offers high quality assessment of all piping, including joints. We offer quick results with the ability to transfer video feed via USB and Bluetooth technology.

Standard details recorded during the inspection include: obstructions or blockages, root intrusion, structural damage, pipe offsets and flow conditions. Problem areas found will be identified on the surface for easy identification.

In the event that any blockage is found, we are able to provide water jetting to clear the obstructions. Sanitary Sewer and Storm Drain lines may contain debris and blockages that limit the ability to perform CCTV Pipe Inspection. C Below can arrange for an outside contractor to jet all lines prior to CCTV pipe inspection to ensure the full length of the pipe can be filmed.



CCTV Crawler Cam



Intact and damaged storm drains as recorded by our CCTV



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## EXCEPTIONS

*All lines designated by the client for need of inspection must have clear unobstructed access points. Information gathered during the inspection must be agreed upon prior to dispatch. For added scope of water jetting additional fees apply*



**Job** 23-6990  
**Quote No.** Q-16608  
**Date:** 04-28-2023  
**Expires on:** 05-28-2023  
**Payment** Net 30- Prevailing Wage

Please review all pages in this agreement on our services capabilities and limitations before signing. Should you have any questions about our services, please contact your sales representative before signing this agreement.

Signature:

Effective Date:

Name (Print):

Title:

#### Client Billing Information

Bill to Name

Attention

Address

City

State

Zip

Email

C Below Signature:

Effective Date:

C Below Name (Print): Ashley Salvino

Title: Vice President of Operations

Please sign and email to Denise Goraleski at [deniseg@cbelow.com](mailto:deniseg@cbelow.com).

After C Below receives this signed agreement, **Dispatch** will be notified immediately to begin the scheduling process. Service availability changes throughout the day. Service date and time can only be confirmed by dispatch after receiving this agreement.

THANK YOU FOR YOUR BUSINESS!

March 29, 2023

Quote No.: DW032923-04

Hernandez, Kroone & Associates, Inc.  
234 East Drake Drive  
San Bernardino, CA 92408  
(909) 382-9451

Attention: Yadira Lopez,

Reference: 3<sup>rd</sup> St and Sterling Ave  
Proposal for Utility Potholing Services

Dear Yadira,

Thank you for the opportunity to submit this proposal to provide utility locating and mapping services for the above referenced project. Bess Testlab, Inc. (BESS) is pleased to offer the following summary of our scope of services, conditions, schedule and fee proposal.

#### **Project Summary**

- Bess will provide utility locating and potholing services in 17 locations at the intersection of 3rd St and Sterling Ave in the City of San Bernardino, CA.

#### **Scope of Services**

- Utility Locating Services (Potholing) – ASCE 38-02, Level “A”

At the discretion of Hernandez, Kroone & Associates, Inc., BESS will perform utility potholes using air-vacuum excavation at predetermined locations to document the precise horizontal and vertical position of existing utilities within the investigation area. BESS will require a pothole request list identifying the pothole number, horizontal location in coordinate format and the type of utility to be potholed and 2 sets of half size plans (11"x17") with the pothole locations clearly marked and annotated with the corresponding pothole number. Prior to potholing will mark with white paint the pothole locations as required by the USA service alert and request an excavation ticket.

Data collected as a result of potholing activities will be presented in a Portable Document Format (PDF) report that will include: utility type, size, material, depth and pictures of the exposed utility. Pothole locations (in the field) will be marked with wooden lath and ribbon marked with the pothole number, utility size and depth or MAG nail with pertinent utility data annotated on the ground surface. Once the utility data has been collected the pothole will be restored to its previous condition using native backfill and the appropriate surface restoration materials.



**Exclusions**

The following are specifically excluded from our scope of services:

- Engineer Stamped Traffic Control Plans
- Complex traffic control and traffic calming devices beyond the use of arrow boards, traffic cones and advanced warning signage, to include but not limited to:
  - A. Message boards
  - B. Police Officers
  - C. Attenuators
  - D. Traffic Barrels
  - E. Concrete Barricades
  - F. Flaggers
- Removal of locate and/or USA markings
- Additional utility potholes and/or crew hours without written approval
- Special backfill and/or asphalt restoration requirements (e.g., hot patch asphalt, half-sack slurry, aggregate base backfill...etc.)
- Any services not specifically addressed within the Scope of Services above without written approval.)

**Fee Proposal**

BESS proposes to perform the above referenced scope of services for the lump sum of \$30,7800.00, broken down as follows:

▪ Project Management	\$740.00
▪ Project Corodination (USA Premark, Permit Acquisition)	\$1,160.00
▪ 2 Person Utility Potholing w/ Air vacuum truck	\$11,390.00
▪ 1 Person Traffic Control w/ Arrow Truck	\$8,316.00
▪ Traffic Control Plans	\$800.00
▪ Permits	\$1,250.00
▪ Pothole Reports	\$404.00
▪ 2 Person Surface Restoration w/Equipment	\$6,220.00
▪ Hot Asphalt Mix Material	\$500.00
▪ Spoils Disposal Fee	\$1,100.00

Rates used for fees above are: ☐ Standard ☒ Prevailing Wage ☐ Night Rate ☐ Weekend Rate ☐ Overtime

Requests for additional services by written approval will be billed on a time and materials basis according to the attached fee schedule or based upon an approved scope and fee amendment.

**Rates and Reimbursable Expenses**

- Overtime applies after 8 hours of work and weekends.
- Hourly rates are portal to portal from our nearest office, unless specified otherwise.
- Hourly rates apply to day shift (typical BESS day shift hours are 7:00 AM to 3:30 PM).
- Prevailing wage and night rates will apply when necessary.
- Mileage expenses, if applicable, shall not exceed the rate established by the IRS for the current year.
- Lodging and meals, when necessary, will be charged at cost plus 10%, unless specified otherwise.
- Outside reproductions, shipping, services and consultants will be charged at cost plus 10%.
- Cost of normal field supplies are included in the hourly rates.
- CDF, Slurry, asphalt, concrete, class II bed rock, certified traffic control plans, core bits & saw blades, other materials/supplies will be charged at cost plus 10%.

March 29, 2023

**Schedule**

BESS will perform the work described in the above Scope of Services as expeditiously as practical, weather permitting, to meet a mutually agreed schedule upon receipt of your written authorization to proceed.

Utility locating services will begin within 72 hours from authorization to proceed. Please allow 3 working days from the completion of field activities for receipt of deliverables.

Potholing services will begin within 96 hours from authorization to proceed and receipt of pothole location request. Completion of this task will be dependent upon the number of potholes to be performed. Please allow 4 working days from the completion of potholing field activities for receipt of deliverables.

**Attachments**

The following documents are attached hereto and incorporated herein by reference:

- ☒ Authorization / Notice to Proceed
- ☐ Exhibit map designating project limits
- ☒ BESS Standard Agreement
- ☒ BESS Fee Schedule
- ☒ Hourly Rate Schedule

If acceptable, sign and return one (1) copy of the attached Authorization for our files.

We look forward to working with you on this project and appreciate the opportunity to provide you with this proposal. If you have any questions or need additional information, please feel free to contact me.

Respectfully,

Donald Whitman  
Project manager  
**Bess Testlab, Inc.**  
Donald@besstestlab.com  
(951) 906-9821

March 29, 2023

**Acceptance**

Our receipt of the executed copy of this proposal will serve as our Notice to Proceed. This proposal is valid for thirty (30) days from the date of the proposal. If the proposal is not accepted within thirty (30) days, we reserve the right to revise or withdraw the proposal entirely at our discretion.

Prior to the commencement of work, BESS shall be provided with the following:

1. Preliminary Lien information including owner name and address
2. Provide a single point of contact for project
3. Any special conditions and or work restrictions on project and or project area
4. Soils report if available
5. Coordinate access to restricted areas when necessary
6. Reasonable advance notice of any potential project delays
7. Copy of Prevailing wage rates, if required, prior to authorization of contract
8. Name and address where to submit invoicing
9. Payment 60 days net or within 10 days of receipt of payment

**Authorization / Notice to Proceed**

I, the undersigned, have read, reviewed and accept the attached proposal, including attachments, and authorize Bess Testlab, Inc. to proceed with the work described above as witnessed and attested by my signature below.

**Yadira Lopez / Hernandez**, Kroone & Associates, Inc.

By: \_\_\_\_\_  
(Print or Type Name)

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

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_





AIRX Utility Surveyors, Inc.  
Prevailing Wage Estimate

May 1, 2023

Pricing on this document is valid for 90 days from the date above.

Prepared For: HKA Group, Attn: John Hernandez P: (909) 884-3222  
Project Name: IVDA-EDA - Sterling Upgrade Project 2020 - Potholing & Hot Patching  
Project Location: 3rd St. & Sterling Ave., San Bernardino, CA 92410

Total Number of estimated Potholes @ 5' Depth Max: 17  
Total Number of estimated Full Lane 3' Width Hot Patches: 6

Project Management/Admin./Report Preparation/Training

Pothole PM	No.:	32	hours @	\$150	per hour =	\$4,800
Admin. / Certified Payroll	No.:	6	hours @	\$120	per hour =	\$720
Final PH Report Drafting	No.:	12	hours @	\$112	per hour =	\$1,344
Survey PH Layout Only	No.:	1	hours @	\$1,750	per hour =	\$1,750
Subtotal:						\$8,614

Potholing

Hourly Rate: 1 Vac Trucks & 2 Support Trucks (3 man crew)(Hourly)*	No.:	0	hours @	\$425	per hour =	\$0
Mobilization: 1 Vac Trucks & 2 Support Trucks (3 man crew)*	No.:	8	hours @	\$375	per hour =	\$3,000
Daily Rate: 1 Vac Trucks & 2 Support Trucks (3 man crew)(8 hours)*	No.:	4	days @	\$3,400	per day =	\$13,600
OVERTIME: 1 Vac Trucks & 2 Support Trucks (3 man crew)*	No.:	0	hours @	\$575	per hour =	\$0
Haulage & Dump Fee (Non-Hazardous material only)	No.:	4	loads @	\$250	per load =	\$1,000
Sub-total:						\$17,600

Wet & Dry Utility Locating

Locating - Electric, Magnetic, Sonic & GPR (1 man)	No.:	0	hours @	\$172	per man hour =	\$0
OT: Locating - Electric, Magnetic, Sonic & GPR (1 man)	No.:	0	hours @	\$194	per man hour =	\$0
CCTV Video & Locating (1 man - Push Cam)	No.:	0	hours @	\$172	per man hour =	\$0
CCTV Truck Locating (2 man crew)	No.:	0	hours @	\$344	per hour =	\$0
OT: CCTV Truck Locating (2 man crew)	No.:	0	hours @	\$388	per hour =	\$0
Mobilization *	No.:	0	hours @	\$150	per man hour =	\$0
Manhole Dip(s)	No.:	0	@	\$100	each =	\$0
Subtotal:						\$0

Traffic Control

Traffic Control/ROW Plans - 11"x17"	No.:	10	sheets @	\$175	p/sheet =	\$1,750
Traffic Control/ROW Plans - "D" Sheets	No.:	0		Call for quote		\$0
Civil Engineer Stamp (Excludes travel time)	No.:	0	sheets @	\$250	p/sheet =	\$0
Traffic Control Engineer Stamp (Excludes travel time)	No.:	0	sheets @	\$500	p/sheet =	\$0
Mobilization for Traffic Control/Civil Engineer Stamp*	No.:	0	hours @	\$125	per hour =	\$0
Permit Processing (Includes Mobilization)*	No.:	4	hours @	\$125	per hour =	\$500
Minimal Traffic Control Equipment (w/CCTV or Locating only)	No.:	0	@	\$150	each =	\$0
Bike Lane, Shoulder or Narrow Lane Closure (Excludes Arrow Board)	No.:	0	@	\$200	each =	\$0
Standard Lane Closure/Lane Shift (Up to 500' + tapers)	No.:	0	@	\$350	each =	\$0
Intersections/Multiple Lane Closures	No.:	0	days @	\$700	per day =	\$0
Additional Arrow Board(s)	No.:	0	@	\$150	each =	\$0
Daily Labor for Traffic Control Set Ups (TMI)	No.:	2	@	\$3,000	each =	\$6,000
CALTRANS/Freeway Set-Up	No.:	0		Call for quote		\$0
Night Work Premium	No.:	0	nights @	\$350	per night =	\$0
Certified Flagman/Add'l Laborer	No.:	0	per hour for	0	hours =	\$0
Sub-total:						\$8,250

Concrete and Asphalt Patching

AC Cold Mix Patch W/Saw Cut	No.:	0	@	\$75	each =	\$0
Backfill - Sand & Class 2 Base Only	No.:	6	@	\$45	each =	\$270
Asphalt Hot Mix Material (3/4" & 1/2" PG 70-10)	No.:	4	@	\$750	each =	\$3,000
Asphalt Roller Rental & Delivery	No.:	1	@	\$1,750	each =	\$1,750
Aquaphalt Permanent Patch w/Saw Cut	No.:	4	@	\$125	each =	\$500
Backfill - 0 Sack Slurry Hand Mixed On-Site	No.:	11	@	\$250	each =	\$2,750
Coring - 8" Diameter w/Utilibond Replacement	No.:	0	@	\$125	each =	\$0
Hot Patching Mob: 1 Vac Truck & 4 Support Trucks (5 man crew)*	No.:	6	hours @	\$725	per hour =	\$4,350
AC Hot Mix Patch w/Saw Cut (Includes Cap & Grind)	No.:	3	days @	\$5,800	per day =	\$17,400
*AC Hot patch includes Std. Traffic Control, Removal of Temp. Cold Patch, Labor, Material, Hot Box & Vibe Plate* (Cap & Grind Only) 5-Man Crew (8hrs)						
Sidewalk Panel Replacement	No.:	0		Call for Quote		\$0
Water Meter Rental + Installation (Not Including Cost of Water)	No.:	0	@	\$2,000	each =	\$0
Sub-total:						\$30,020

Hotel & Per Diem:

Hotel rooms for 2-man Potholing crew (2 Rooms)	No.:	0	nights @	\$425	per night =	\$0
Per diem per 2-man Potholing crew	No.:	0	days @	\$148	per day =	\$0
Sub-total:						\$0

Preliminary Fee Processing

No.:	1	@	\$60	each =	\$60
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Estimate Total: \$64,544

Additional Fees, Notes & Exclusions:

(*) Includes portal to portal mobilization.
• ALL PERMIT FEES WILL BE CHARGED BACK TO THE CLIENT AT COST PLUS 10%. THIS INCLUDES ANY DEPOSITS, BONDS, OR OTHER ASSOCIATED FEES THAT MAY BE REQUIRED. AirX cannot guarantee turn-around times for permit process.
• This estimate INCLUDES the provision for prevailing wage, applicable to all field work. Prevailing Wage rates are set by the California Department of Industrial Relations (DIR) and subject to change annually per DIR regulations. Federal prevailing wage rates will also apply, if applicable.
• This is an estimate only based on limited information provided. Adjustments, changes and response to actual field conditions may incur added costs. Final invoicing will reflect actual work hours performed, materials utilized and services provided.
• AirX will make a good faith effort to locate and mark all utilities. However, due to utility depths, types of material, etc. some utilities may not be locatable or found. AirX requests that as-builts or maps be provided to assist in the locating process.
• Client to facilitate access to site.
• Potholing and Excavation rate applies to typical conditions of asphalt or concrete surface material 6" - 8" in depth and digable soil conditions. Excessive surface material, concrete beneath asphalt, cobble, dense clay, CTB base, slurry, caliche or other medium will be charged at the hourly rate listed on this estimate.
• Utility Locating: Minimum charge of 2 hours for Locating. Locating includes electromagnetic, magnetic, sonic locating equipment. Also, GPR, duct rods, hand tools, gas testers, blowers & miscellaneous equipment pertinent to the trade.
• Utility Re-Marking: Utilities previously marked and subsequently lost due to conditions beyond our control shall not be the responsibility of AIRX. Re-marking will be charged at the utility locating rate indicated on this estimate.
• This estimate is under the assumption that all potholes will be no more than 5' in depth. If deeper, it will be charged at the hourly rate above.
• This estimate is under the assumption that all potholing work will be completed in consecutive days. If work needs to be split up, this estimate will need to be revised.
• This estimate is under the assumption that all work will be performed during the day only. If night work is required, please ask for a revised estimate.
• This estimate is under the assumption that 8hrs of work can be performed on site daily. If work hours are reduced, this estimate will need to be revised.
• The Traffic Control has been estimated for this quote, but will be billed @ actual required.
• Traffic control and Right of Way plan drawings are on 11"x17" sheets. If D Sheets are required, additional fees will apply. If the TC plans are required to be prepared and approved by a Registered CA Civil Engineer, the cost is \$250 per sheet, plus \$120 per hour travel time.
• Standard traffic control includes all signs, cones, barricades, sign stands and caution tape and 1 arrow-board unless otherwise specified. Specialty equipment such as non-typical signage, crash barrels, message boards or K-Rail is available @ cost, plus 15%.
• AirX can provide certified flagman or additional laborers as needed at a rate of \$125 per man/hour.
• The client must provide a detailed pothole layout with dimensions prior to AirX calling in Dig Alert Tickets.
• Materials: Pricing allows for Slurry Backfill for 11 potholes only. Also includes AC Cap of 3/4" PG 70-10 for 6 of 17 potholes only.
• Hot Patching has been included for 6 locations within the City of San Bernardino ROW only. Hot Patching will be full width of lane, 3' wide only.
• Materials: Pricing allows for backfill of Sand & Class 2 Base Only for 6 of 17 PH's and includes Aquaphalt patching for 6 of 17 PH's on Airport Property Only.
Please request a revised quote if other backfill material or surface repair is required.
• This estimate does not include soil compaction testing. If required, please ask for a revised estimate.
• Railroad Right of Way: Railroad Protective Liability Insurance will be required for all work within railroad right of way and may require Railroad-designated flagging and utility mark-out personnel. Coordination of personnel may affect schedule of work.
Final fees will be paid for by AIRX and charged back to the Client at cost plus 10%.
• Hazardous Spoils: Testing, Storage, and Disposal of any material, hazardous or otherwise, will incur additional charge and based on project requirements. If required, fees will be paid for by AirX and charged back to the Client at cost plus 10%.
• Specialty training, due to project requirements, may incur added time and cost and affect schedule of work.
• Work within Caltrans, railroad, environmentally sensitive or contaminated areas may incur additional costs.
• Night work, if required, will incur additional cost for balloon lighting, generators and barricade lights.
• All rates are based on a standard 40-hour work week. Overtime, doubletime or holiday rates will apply, if applicable.
• Payment terms are 30 days from date of invoice, plus 1.5% per month thereafter.

Authorization:

X

Invoice Contact:

please include all persons that will be receiving invoicing correspondence.

Invoice Address:

please include all persons that will be receiving invoicing correspondence.

Invoice Email(s):

please include all persons that will be receiving invoicing correspondence.



**TO: Inland Valley Development Agency Board**

**DATE: June 14, 2023**

**ITEM NO: 7**

**PRESENTER: Jennifer Farris, Clerk of the Board**

**SUBJECT: APPROVE MEETING MINUTES: MAY 10, 2023**

### **SUMMARY**

Submitted for consideration and approval by the IVDA Board: Meeting minutes of the regular meeting held Wednesday, May 10, 2023.

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

Approve meeting minutes of the regular meeting held May 10, 2023.

### **FISCAL IMPACT**

None.

PREPARED BY:	Jennifer Rodriguez
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. May 10, 2023 meeting minutes.

# INLAND VALLEY DEVELOPMENT AGENCY

## REGULAR MEETING BOARD ACTIONS

WEDNESDAY, MAY 10, 2023

3:00 P.M. (Closed Session, immediately followed by Open Session)

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 (arrived at 3:06 PM)
VACANT	

#### City of Loma Linda

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

#### County of San Bernardino

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

#### City of San Bernardino

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

#### Staff Members and Others Present

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

The Regular Meeting of the Inland Valley Development Agency Board was called to order by Chairperson Phillip Dupper at approximately 3:02 p.m. on Wednesday, May 10, 2023 in the Main Auditorium of the Norton Regional Event Center, 1601 East Third Street, San Bernardino, California.

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

Roll call was duly noted and recorded.

Members of the Board and the public joined Mayor Helen Tran 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 3:03 p.m. Mr. Michael Lewin, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, read the closed session items as posted on the Agenda.

- 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**

Chairperson Phillip Dupper reconvened the meeting at 3:23 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. UAS Center at SBD Update
- 2b. Mr. Michael Burrows, Chief Executive Officer, reported that the UAS SBD Center has executed a Memorandum of Understanding with South Korea's Advanced Institute of Science and Technology.

H. **BOARD CONSENT ITEMS**

3. Receive Register of Demands – May 10, 2023
4. Receive and file Cash Report for March 31, 2023, for the Inland Valley Development Agency (IVDA)
5. Approve a contract with Utility Telecom in an amount not to exceed \$70,430 to provide phone and data ethernet services for a three (3) year term
6. Approve a Professional Services Agreement with The Natelson Dale Group, Inc. (TNDG), in an amount not to exceed \$53,500 to provide a Comprehensive Economic Development Strategy (CEDS) Document
7. Consider and adopt Resolution No. 2023-002 of the Inland Valley Development Agency (IVDA) amending its procedure for election of officers of the Board
8. Approve Meeting Minutes: April 12, 2023

**ACTION:** Approve Agenda Item Nos. 3-8 of the Consent Calendar.

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

I. <b><u>BOARD ACTION ITEMS</u></b>
-------------------------------------

9. Consider and adopt proposed budget adjustments for Fiscal Year 2022-2023

Mr. Mark Cousineau, Director of Finance, provided a brief report on Agenda Item No. 9 and referenced the "Proposed Budget Adjustments Table" found on page 068 of the Agenda Packet.

**ACTION:** Consider and adopt budget adjustments reflected in the Proposed Budget Adjustments Table for Fiscal Year 2022-2023.

RESULT: **ADOPTED [UNANIMOUSLY]**

MOTION/SECOND: Baca / Tran

AYES: Armendarez, Baca, Dupper, Echevarria, Figueroa, Lenart, Navarro, Shorett and Tran.

NAYS: None.

ABSTENTIONS: None.

ABSENT: None.

10. Approve updates to the Inland Valley Development Agency (IVDA) Board Policy

Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, provide a brief report on Agenda Item No. 10. Mr. Lewin further noted that a few technical changes were made since the posting of the agenda and that the revised Board Policy can be found on the Agency's website at, <https://www.ivdaipa.org/>. A handout outlining these edits was handed out to Board Members, staff, and made available to the public.

**ACTION:** Approve an updated Board Policy.

RESULT: **ADOPTED [UNANIMOUSLY]**

MOTION/SECOND: Shorett / Baca

AYES: Armendarez, Baca, Dupper, Echevarria, Figueroa, Lenart, Navarro, Shorett and Tran.

NAYS: None.

ABSTENTIONS: None.

ABSENT: None.

11. Consider and discuss a report on Conceptual Commuter Rail Connectivity to Alliance California and the Airport

Mr. Michael Burrows, Chief Executive Officer, introduced Mr. Nathan Ortega, Vice-President of Engineering – West Region of RailPros. Mr. Ortega referenced a PowerPoint presentation entitled, “Rail Passenger Service to San Bernardino international Airport,” located on the Agency’s website at, <https://www.ivdaipa.org/>.

Board Members voiced concerns regarding the surrounding communities that could potentially be affected if the rail concept was to seriously be considered in the future.

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

**ACTION:** Consider and discuss a report on Conceptual Commuter Rail Connectivity to Alliance California and the Airport.

12. Consider and discuss a report on grant initiatives

Ms. Myriam Beltran, Manager of Planning & Programs, referenced a PowerPoint presentation entitled “Grant Initiatives Update – May 10, 2023” (as contained on pages 090-095 in the Agenda Packet) and provided a brief report on Agenda Item No. 13.

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

**ACTION:** Consider and discuss a report on grant initiatives.

13. Review status of the action Plan for the Inland Valley Development Agency (IVDA) through June 30, 2023.

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled “June, 2023-IVDA Focal Areas” (as contained on pages 098-100 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, 2023.

J. <b><u>ADDED AND DEFERRED ITEMS</u></b>
---

There were no items to be added or deferred.

K. <b><u>OPEN SESSION PUBLIC COMMENT</u></b>
--

A few local residents and community representatives expressed their concerns to the Board regarding the Airport Gateway Specific Plan (AGSP). Public speakers noted concerns which pertained to potential air quality impacts, insufficient information distributed to the public regarding the plan, possible relocation, and the need for more community involvement and the need for Spanish translation services at the IVDA Board meetings.

L. **BOARD MEMBER COMMENT**

Secretary Joe Baca, Jr. requested Staff research translating the IVDA's Agendas to Spanish.

M. **ADJOURNMENT**

There being no further business before the Board at this session, Chairperson Phillip Dupper declared the meeting adjourned at 4:00 p.m.

**Approved at a Regular Meeting of the Inland Valley Development Agency Board on June 14, 2023.**

---

Jennifer Farris  
Clerk of the Board





**TO: Inland Valley Development Agency Board**

**DATE: June 14, 2023**

**ITEM NO: 8**

**PRESENTER: Michael Burrows, Chief Executive Officer**

**SUBJECT: CONSIDER AND DISCUSS A REPORT ON ANNUAL BUSINESS PLAN PROGRESS**

### **SUMMARY**

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

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

Consider and discuss a report on the Annual Business Plan progress.

### **FISCAL IMPACT**

None. For consideration and discussion.

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

### **BACKGROUND INFORMATION**

Story Map presentation to be provided at the time of the meeting.

### **Attachments:**

1. None.



**TO: Inland Valley Development Agency Board**

**DATE: June 14, 2023**

**ITEM NO: 9**

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

**SUBJECT: CONSIDER AND ADOPT THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) SUCCESSOR AGENCY BUDGET FOR FISCAL YEAR 2023-2024**

### **SUMMARY**

The proposed Inland Valley Development Agency (IVDA) Successor Agency Budget for Fiscal Year 2023-2024.

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

Consider and adopt the Inland Valley Development Agency (IVDA) Successor Agency Budget for Fiscal Year 2023-2024.

### **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**

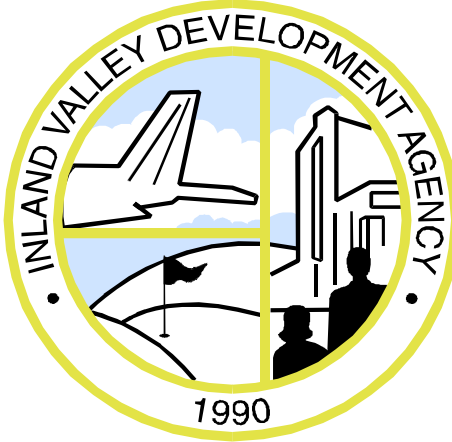
The proposed Inland Valley Development Agency (IVDA) Successor Agency Budget for Fiscal Year 2023-2024 is being presented as a separate and distinct budget document.

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

Staff recommends that the Board approve the above recommended action.

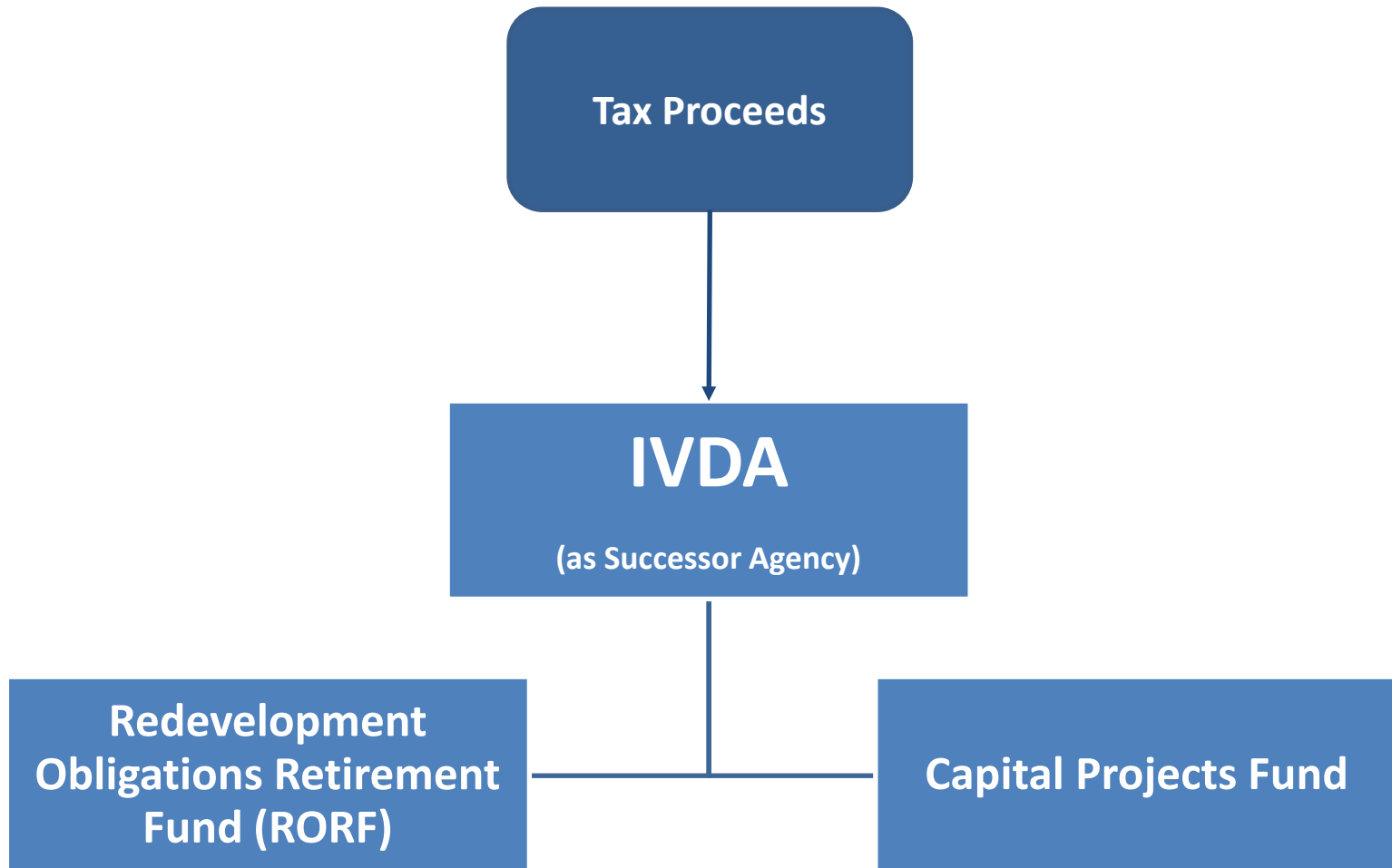
**Attachments:**

1. IVDA Successor Agency Budget Power Point for Fiscal Year 2023-2024.
2. IVDA Successor Agency Proposed 2023-2024 Budget.
3. IVDA Successor Agency Current Year Detail.

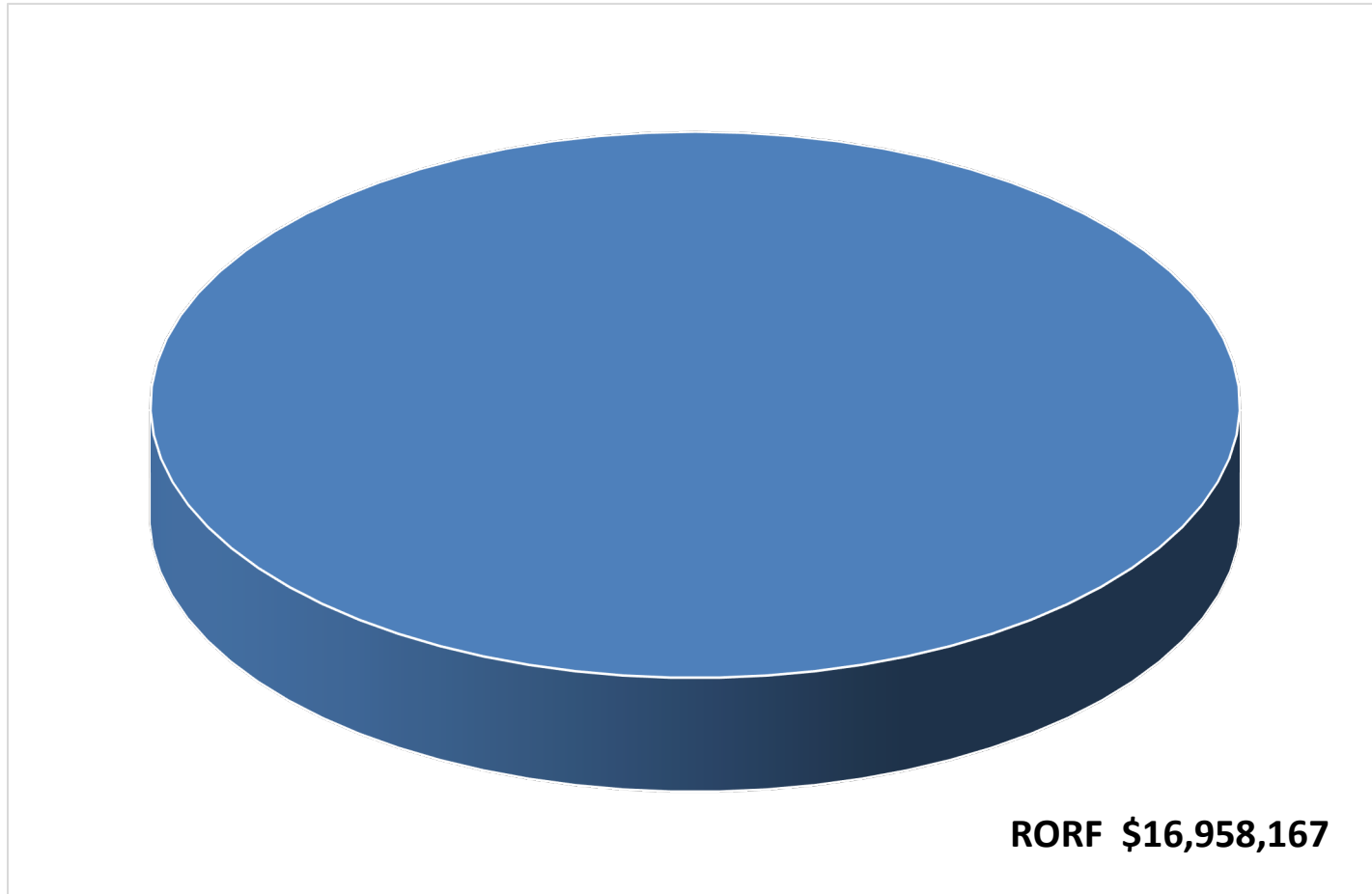


# **FY 2023/2024 Proposed Annual Budget IVDA Successor Agency (“SA”)**

**Inland Valley Development Agency-SA**  
**(As Successor Agency for the IVDA)**  
**FY 2023/2024 Annual Budget**  
**Structure**

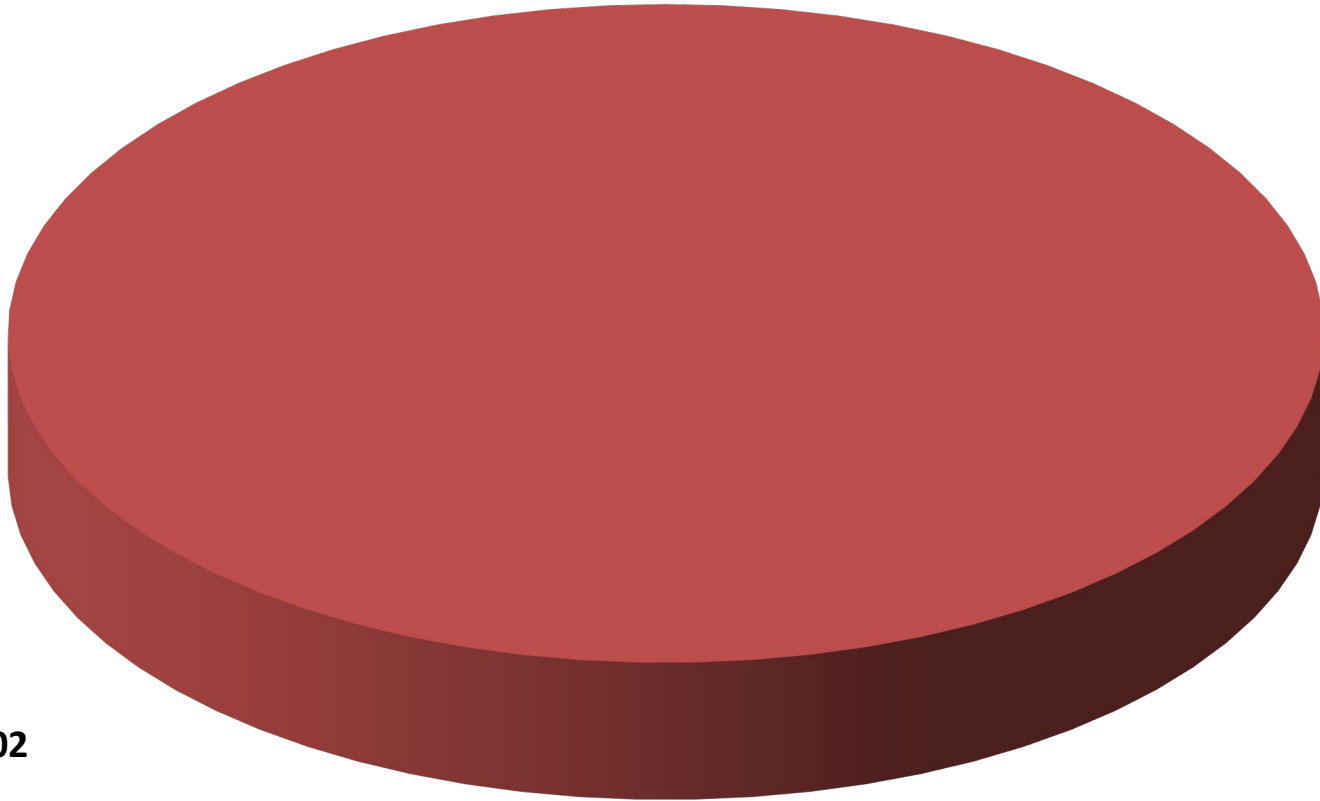


**Inland Valley Development Agency-SA**  
**(As Successor Agency for the IVDA)**  
**FY 2023/2024 Annual Budget**  
**Sources**



**Inland Valley Development Agency-SA**  
**(As Successor Agency for the IVDA)**  
**FY 2023/2024 Annual Budget**  
**Uses**

**RORF**  
**\$16,985,102**



# Inland Valley Development Agency - Successor Agency

## FY 2023-24 Proposed Budget

### Recognized Obligation Retirement Fund - RORF

	FY 2023-24 Proposed Budget
<b>Income</b>	
40101 · Receipts from RPTTF - Tax Increment	\$ 16,957,167
40108 · Interest Income	1,000
<b>Total Income</b>	<b>16,958,167</b>
<b>Gross Profit</b>	<b>16,958,167</b>
<b>Expense</b>	
50001 · Fees and Miscellaneous	3,500
50110 · Transfer to JPA - Admin Allowance	334,872
50310 · Interest-2014 Bonds Tax Exempt	7,433,313
50315 · Interest Expense - 2014 TABS B <sup>1</sup>	9,213,317
50440 · Miscellaneous	100
<b>Total Expense</b>	<b>16,985,102</b>
<b>Net Income</b>	<b>\$ (26,935)</b>
<b>Cash On Hand - Beginning</b>	<b>\$ 8,402,528</b>
<b>Cash On Hand - Ending</b>	<b>\$ 8,375,593</b>


<sup>1</sup>Principal payment of \$5,335,000 reported in this account.



**Inland Valley Development Agency - Successor Agency**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**Recognized Obligation Retirement Fund - RORF**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
<b>Income</b>					
40101 · Receipts from RPTTF - Tax Increment	\$ 16,907,765	\$ 16,694,387	\$ 213,378	101.28%	\$ 16,957,167
40108 · Interest Income	649	1,500	(851)	43.26%	1,000
<b>Total Income</b>	<b>16,908,414</b>	<b>16,695,887</b>	<b>212,527</b>	<b>101.27%</b>	<b>16,958,167</b>
<b>Gross Profit</b>	<b>16,908,414</b>	<b>16,695,887</b>	<b>212,527</b>	<b>101.27%</b>	<b>16,958,167</b>
<b>Expense</b>					
50001 · Fees and Miscellaneous	3,465	3,500	(35)	99.00%	3,500
50110 · Transfer to JPA - Admin Allowance	101,053	101,053	-	100.00%	334,872
50310 · Interest-2014 Bonds Tax Exempt	7,433,313	7,433,313	-	100.00%	7,433,313
50315 · Interest Expense - 2014 TABS B <sup>1</sup>	9,213,984	9,213,383	601	100.01%	9,213,317
50440 · Miscellaneous	-	100	(100)	0.00%	100
<b>Total Expense</b>	<b>16,751,814</b>	<b>16,751,349</b>	<b>465</b>	<b>100.00%</b>	<b>16,985,102</b>
<b>Net Income</b>	<b>\$ 156,600</b>	<b>\$ (55,462)</b>	<b>\$ 212,062</b>	<b>-282.36%</b>	<b>\$ (26,935)</b>
<b>Cash On Hand - Beginning</b>	<b>\$ 8,245,928</b>				<b>\$ 8,402,528</b>
<b>Cash On Hand - Ending</b>	<b>\$ 8,402,528</b>				<b>\$ 8,375,593</b>

<sup>1</sup>Principal payment of \$5,335,000 reported in this account.

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> June 14, 2023</p> <p><b>ITEM NO:</b> 10</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 2023-2024**

## **SUMMARY**

The proposed Inland Valley Development Agency (IVDA) Joint Powers Authority Budget for Fiscal Year 2023-2024.

## **RECOMMENDED ACTION(S)**

Consider and approve the Inland Valley Development Agency (IVDA) Joint Powers Authority Budget for Fiscal Year 2023-2024.

## **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 2023-2024 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.

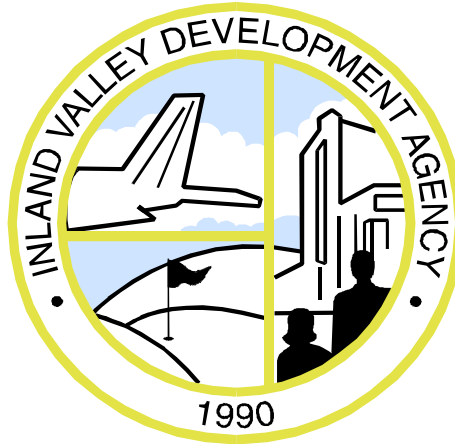
An oral report will be provided at the time of the meeting.

In attachment 4, the IVDA Chart of Accounts and Budgetary Control Concept Proposal is presented for discussion. In this proposed budgetary control concept, like accounts will be grouped by category or budget classification, which would allow management to plan and budget at the account or line item detail level, but would establish budgetary control at the category level. Professional services would continue with line item or account level budgetary control. This would increase IVDA efficiency by reducing the number of line item budget adjustments and improve information used by management in establishing future budgets. A further refined chart of accounts, renumbered accounts and updated titles, will be brought to the Board for approval at a later date.

Staff recommends that the Board approve the above recommended action.

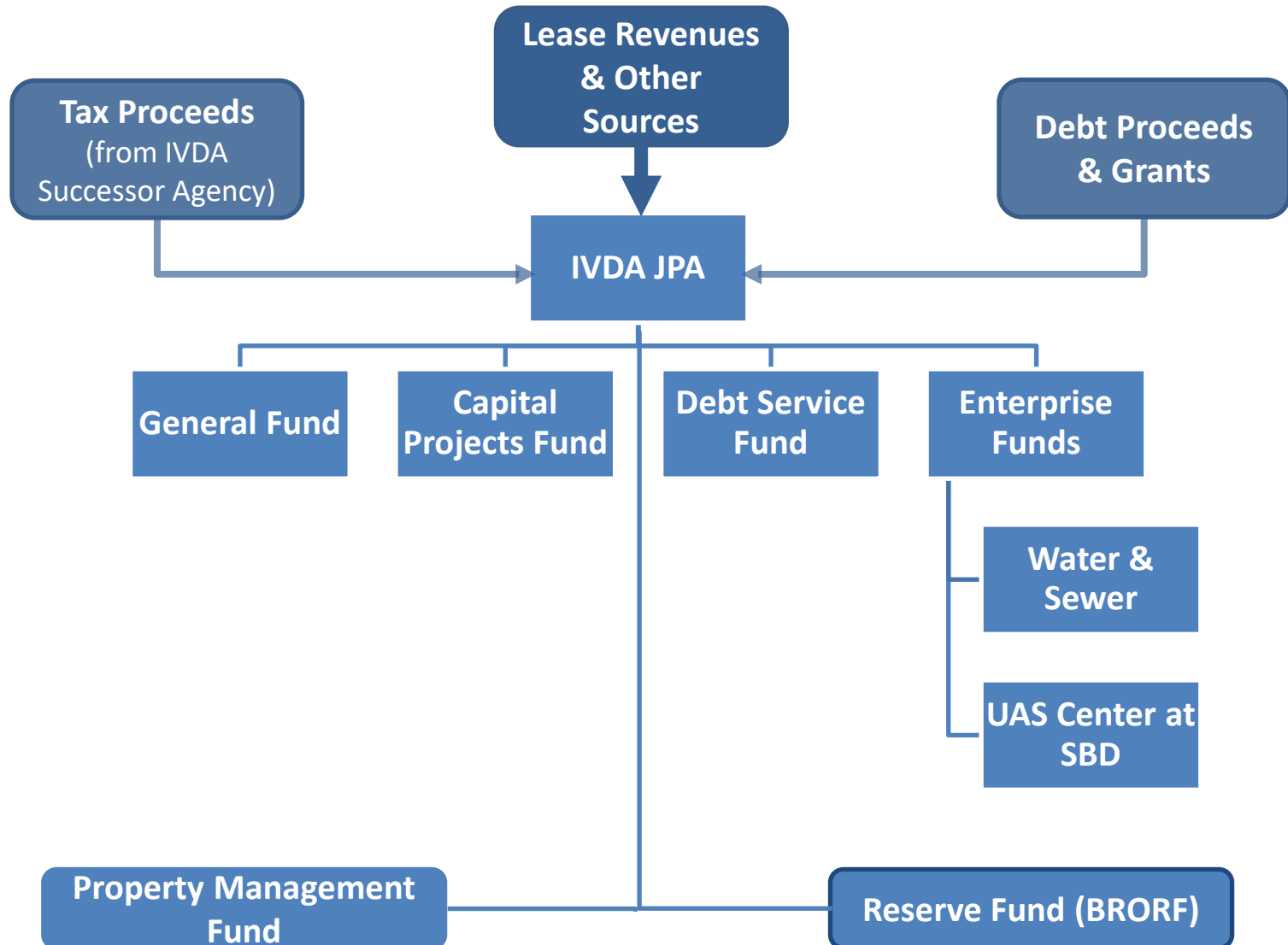
**Attachments:**

1. IVDA Joint Powers Authority Proposed Budget PowerPoint for Fiscal Year 2023-2024.
2. IVDA JPA Proposed 2023-2024 Budget.
3. IVDA JPA Fiscal Year to Date Budget to Actual through May 31, 2023.
4. IVDA JPA - Chart of Accounts and Budgetary Control Concept Proposal



# **FY 2023/2024 Proposed Annual Budget IVDA Joint Powers Authority**

**Inland Valley Development Agency**  
**(IVDA Base Reuse Joint Powers Authority)**  
**FY 2023/2024 Annual Budget**  
**Structure**



# Inland Valley Development Agency

## (IVDA Base Reuse Joint Powers Authority)

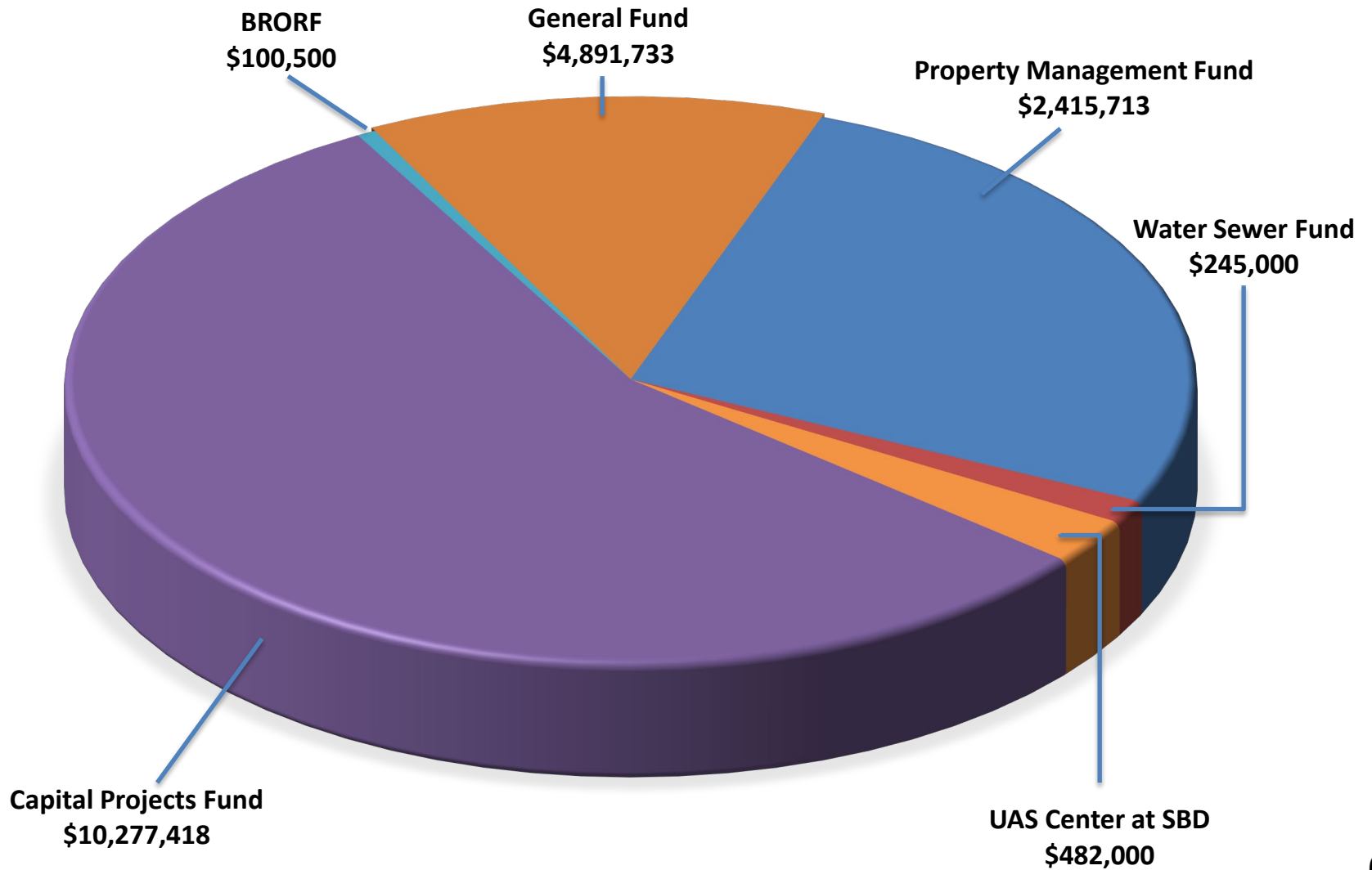
### FY 2023/2024 Annual Budget

#### Overview

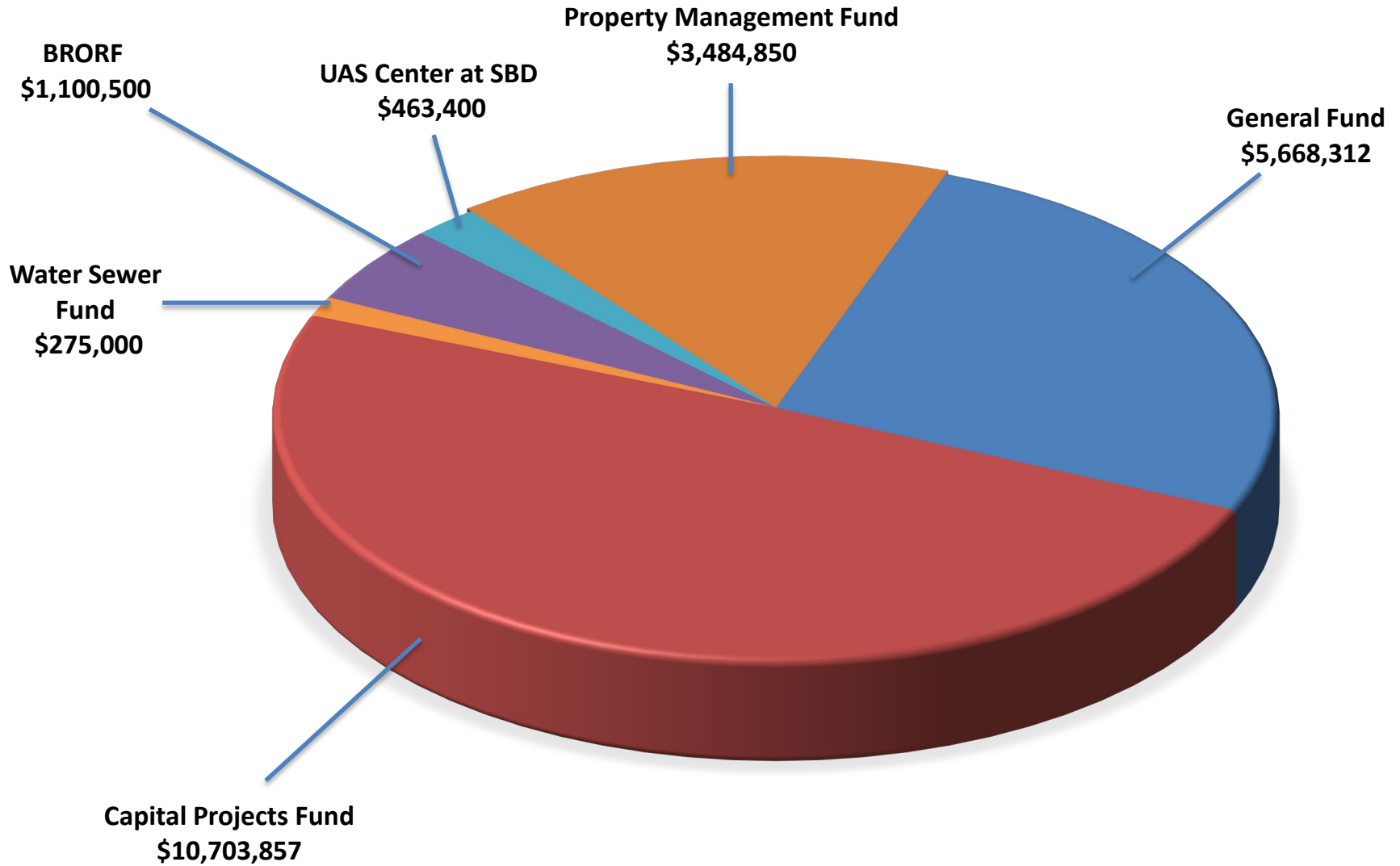
- ✓ Projected revenues are based on conservative estimates.
- ✓ While a Debt Service Fund is presented, the IVDA JPA currently carries No Debt.
- ✓ The General Fund's Economic Development Reserve is \$5.0M.
- ✓ The proposed Capital Projects Fund includes \$10.7M in project delivery including:

Sterling Avenue Grant Project	\$3.6M
3rd and 5th Streets	\$3.3M
EDA Grant 07-01-07415 Project	\$2.9M
Tenant Improvements – DFAS Bldg 1	\$250K
Building 48 Solar System	\$140K
Parking Lot Improvements	\$125K
Tenant Improvements – Bldg 48	\$100K

**Inland Valley Development Agency**  
**(IVDA Base Reuse Joint Powers Authority)**  
**FY 2023/2024 Annual Budget**  
**Sources**



**Inland Valley Development Agency**  
**(IVDA Base Reuse Joint Powers Authority)**  
**FY 2023/2024 Annual Budget**  
**Uses**





**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Proposed Budget**  
**General Fund**

		<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
40000 · Successor Agency Admin Services (RORF)	\$	334,872
40005 · Transfers In from SBIAA		47,861
40030 · Transfers from Water Fund		50,000
40035 · Transfers from Property Mgmt Fund		2,000,000
40053 · Transfers In From BRORF		1,000,000
40055 · Reimbursement Agreements		50,000
40065 · Participation Payments		1,400,000
40200 · Other Income		6,000
40210 · Interest Income		3,000
<b>Total Income</b>		<b>4,891,733</b>
<b>Gross Profit</b>		<b>4,891,733</b>
<b>Expense</b>		
50100 · Salaries Expense		2,510,000
50101 · SBIAA Allocation - Salaries		(1,860,000)
50400 · Temporary Employee Services		5,000
50410 · Directors Fees		20,000
50420 · Board Meeting Expenses		15,000
50430 · Office Supplies		51,900
50435 · IT Equipment & Communications		70,000
50440 · Office Equipment Maintenance		60,000
50445 · Furniture & Furnishings		2,000
50450 · Equipment		10,000
50650 · Telephone		12,000
50655 · Network Access		24,000
50760 · Dues and Subscriptions		15,000
50770 · Software and License		142,000
50772 · International Trade		50,000
50774 · Meeting and Conference		11,000
50775 · Education and Training		35,000
50780 · Travel		20,000
50790 · Insurance		250,000
50791 · Insurance - Workers' Comp		40,000
50801 · Marketing		20,000
50810 · License and Permit Fees		2,000
50820 · Recruitment & Retention		10,000
50840 · Safety		5,000
50850 · Printing		700
50855 · Courier		3,500
50860 · Auditing		51,000

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Proposed Budget**  
**General Fund**

	<b>FY 2023-24 Proposed Budget</b>
50870 · Legal	130,000
50875 · Litigation Reserve	25,000
50900 · Professional Services - Environmental	80,000
50910 · Professional Services - Engineering	75,000
50915 · Professional Services - Specific Plan	185,000
50920 · Professional Services - Other	225,000
50925 · Professional Services - CEDS	25,000
50930 · Professional Services - Fiscal Consult	60,000
50940 · Professional Services - IT Consultant	50,000
50950 · Professional Services - Appraisal Title	7,500
50955 · Professional Services - CRIA	50,000
50960 · Transfers to CP Fund - Grant Match	299,712
50965 · Transfers to CP Fund	25,000
50980 · Operational Grant - Museum	6,000
51017 · UAS Training Center - Marketing	15,000
51018 · Capital Contribution	190,000
51020 · Miscellaneous	15,000
51021 · Bank & Payroll Service Charges	5,000
51030 · SBIAA Security Services	125,000
55000 · Econ. Dev. Reserve - Airlines Incentive	2,500,000
<b>Total Expense</b>	<b>5,668,312</b>
<b>Net Ordinary Income</b>	<b>(776,579)</b>
<b>Net Income</b>	<b>\$ (776,579)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 2,500,000</b>
<b>Adjustments to Cash on Hand</b>	<b>\$ 250,000</b>
<b>Cash on Hand - Ending</b>	<b>\$ 1,973,421</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Proposed Budget**  
**Water Sewer Fund**

	<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
40110 · Lease Revenue	\$ 25,000
40150 · Sewer Consumption Fees	220,000
<b>Total Income</b>	<b>245,000</b>
<b>Gross Profit</b>	<b>245,000</b>
<b>Expense</b>	
50451 · Repairs and Maintenance	10,000
50580 · Sewer Charges	215,000
50975 · Transfer to General Fund	50,000
<b>Total Expense</b>	<b>275,000</b>
<b>Net Ordinary Income</b>	<b>(30,000)</b>
<b>Net Income</b>	<b>\$ (30,000)</b>
 <b>Cash on Hand - Beginning</b>	 <b>\$ 42,342</b>
 <b>Adjustments to Cash on Hand</b>	 <b>\$ -</b>
 <b>Cash on Hand - Ending</b>	 <b>\$ 12,342</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Proposed Budget**  
**Capital Project Fund**

	<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>	
Income	
40020 · Transfers from General Fund	\$ 25,000
40025 · Transfers from GF - Grant match	299,712
40035 · Transfers from Property Mgmt Fund	100,000
40050 · Grants - Federal	7,735,046
40051 · Goods Movement Reimbursements - SANBAG	845,993
40052 · Grant - State	566,667
40053 · Transfer In From BRORF	100,000
40065 · Participation Payments	600,000
40210 · Interest Income	5,000
<b>Total Income</b>	<b>10,277,418</b>
<b>Gross Profit</b>	<b>10,277,418</b>
Expense	
50250 · Central Avenue	10,000
50253 · 3rd & 5th	3,270,050
50254 · Parcel E-1 Land Exchange	5,000
50256 · Water Tower Parcel - Engineering	5,000
50259 · Bldg 48 - Tenant Improvements	100,000
50272 · Specific Plan - EIR - GM	25,000
50273 · EDA Grant Match - 07-01-07415	2,929,185
50274 · Sterling Ave Grant	3,629,622
50280 · Tenant Improvements - DFAS Bldg 1	250,000
50281 · Tenant Improvements - Bldg 58	50,000
50283 · Parking Lot Improvements	125,000
50870 · Legal	15,000
50905 · Professional Services - Green Energy	25,000
50920 · Professional Services - Other	75,000
51010 · Bldg 48 Solar System	140,000
52000 · Road Improvements	50,000
<b>Total Expense</b>	<b>10,703,857</b>
<b>Net Ordinary Income</b>	<b>(426,439)</b>
<b>Net Income</b>	<b>\$ (426,439)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 809,743</b>
<b>Cash on Hand - Ending</b>	<b>\$ 383,304</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Proposed Budget**  
**BRORF**

	<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
40035 · Transfer from Property Mgmt Fund	\$ 100,000
40210 · Interest Income	500
<b>Total Income</b>	<b>100,500</b>
<b>Gross Profit</b>	<b>100,500</b>
<b>Expense</b>	
50975 · Transfer to General Fund	1,000,000
50965 · Transfers to CP Fund	100,000
51020 · Miscellaneous	500
<b>Total Expense</b>	<b>1,100,500</b>
<b>Net Ordinary Income</b>	<b>(1,000,000)</b>
<b>Net Income</b>	<b>\$ (1,000,000)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 4,303,732</b>
<b>Cash on Hand - Ending</b>	<b>\$ 3,303,732</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Proposed Budget**  
**Property Management Fund - Total**

	<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
40110 · Lease Revenue	\$ 2,330,713
40115 · Lease Revenue - Events	5,000
40120 · Electrical Usage Charges	15,000
40125 · Assessment	65,000
<b>Total Income</b>	<b>2,415,713</b>
<b>Gross Profit</b>	<b>2,415,713</b>
<b>Expense</b>	
50100 · Salaries Expense	235,000
50101 · SBIAA Allocation - Salaries	(197,000)
50435 · IT Equipment & Communications	8,000
50451 · Repairs and Maintenance	211,000
50470 · Gas	35,500
50490 · Security & Fire Monitoring	8,500
50510 · Janitorial	145,000
50550 · Lighting, Landscaping, Maintenance	30,000
50570 · Refuse	25,650
50590 · Water and Sewer	207,000
50610 · HVAC	45,500
50630 · Electricity	378,500
50790 · Insurance	42,200
50801 · Marketing	15,000
50920 · Professional Services - Other	95,000
50965 · Transfers to CP Fund	100,000
50975 · Transfer to General Fund	2,000,000
50985 · Transfer to BRORF	100,000
<b>Total Expense</b>	<b>3,484,850</b>
<b>Net Ordinary Income</b>	<b>(1,069,137)</b>
<b>Net Income</b>	<b>\$ (1,069,137)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 1,281,711</b>
<b>Cash on Hand - Ending</b>	<b>\$ 212,574</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2023-24 Proposed Budget**  
**UAS Training Center**

	<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>	
Income	
40041 · Contributed Capital	\$ 190,000
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	85,000
40138 · License Fees	1,000
40200 · Other Income	40,000
<b>Total Income</b>	<b>482,000</b>
<b>Gross Profit</b>	<b>482,000</b>
Expense	
50100 · Salaries Expense	14,400
50301 · Capital Improvements	15,000
50430 · Office Supplies	4,000
50435 · IT Equipment & Communications	12,000
50450 · Equipment	20,000
50451 · Repairs and Maintenance	1,500
50460 · Facility Rental	8,500
50770 · Software and License	5,000
50780 · Travel	10,000
50774 · Meeting and Conference	60,000
50790 · Insurance	6,000
50810 · License and Permit Fees	5,000
50850 · Printing	7,000
50920 · Professional Services - Other	160,000
50945 · Professional Services - Training	75,000
51017 · UAS Training Center - Marketing	30,000
51019 · Advertising and Promotions	25,000
51020 · Miscellaneous	5,000
<b>Total Expense</b>	<b>463,400</b>
<b>Net Ordinary Income</b>	<b>18,600</b>
<b>Net Income</b>	<b>\$ 18,600</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 2,500</b>
<b>Cash on Hand - Ending</b>	<b>\$ 21,100</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**General Fund**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40000 · Successor Agency Admin Services (RORF)	\$ 101,053	\$ 101,053	\$ -	100.00%	\$ 334,872
40005 · Transfers In from SBIAA	1,279,607	-	1,279,607	100.00%	47,861
40030 · Transfers from Water Fund	25,000	50,000	(25,000)	50.00%	50,000
40035 · Transfers from Property Mgmt Fund	1,475,000	2,950,000	(1,475,000)	50.00%	2,000,000
40053 · Transfers In From BRORF	1,000,000	1,000,000	-	100.00%	1,000,000
40055 · Reimbursement Agreements	-	125,000	(125,000)	0.00%	50,000
40065 · Participation Payments	1,318,377	1,468,377	(150,000)	89.79%	1,400,000
40200 · Other Income	6,598	10,000	(3,402)	65.98%	6,000
40210 · Interest Income	4,231	1,000	3,231	423.09%	3,000
<b>Total Income</b>	<b>5,209,866</b>	<b>5,705,430</b>	<b>(495,564)</b>	<b>91.31%</b>	<b>4,891,733</b>
<b>Gross Profit</b>	<b>5,209,866</b>	<b>5,705,430</b>	<b>(495,564)</b>	<b>91.31%</b>	<b>4,891,733</b>
<b>Expense</b>					
50100 · Salaries Expense	2,184,029	2,814,500	(630,471)	77.60%	2,510,000
50101 · SBIAA Allocation - Salaries	(1,286,612)	(1,354,400)	67,788	95.00%	(1,860,000)
50400 · Temporary Employee Services	-	2,000	(2,000)	0.00%	5,000
50410 · Directors Fees	13,825	20,000	(6,175)	69.13%	20,000
50420 · Board Meeting Expenses	7,424	15,000	(7,576)	49.49%	15,000
50430 · Office Supplies	28,674	36,400	(7,726)	78.78%	51,900
50435 · IT Equipment & Communications	30,525	55,000	(24,475)	55.50%	70,000
50440 · Office Equipment Maintenance	47,237	60,000	(12,763)	78.73%	60,000
50445 · Furniture & Furnishings	-	-	-	0.00%	2,000
50450 · Equipment	4,042	11,000	(6,958)	36.75%	10,000
50550 · Lighting, Landscaping, Maintenance	50,000	50,000	-	100.00%	-
50650 · Telephone	9,211	16,000	(6,789)	57.57%	12,000
50655 · Network Access	19,109	-	19,109	100.00%	24,000
50760 · Dues and Subscriptions	8,148	15,000	(6,852)	54.32%	15,000



**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**General Fund**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
50770 · Software and License	73,607	110,000	(36,393)	66.92%	142,000
50772 · International Trade	-	25,000	(25,000)	0.00%	50,000
50774 · Meeting and Conference	14,002	21,361	(7,359)	65.55%	11,000
50775 · Education and Training	5,241	15,639	(10,398)	33.51%	35,000
50780 · Travel	4,431	5,000	(569)	88.61%	20,000
50790 · Insurance	146,227	248,000	(101,773)	58.96%	250,000
50791 · Insurance - Workers' Comp	35,150	40,000	(4,850)	87.87%	40,000
50801 · Marketing	16,374	20,000	(3,626)	81.87%	20,000
50810 · License and Permit Fees	797	2,000	(1,203)	39.83%	2,000
50820 · Recruitment & Retention	2,876	3,500	(624)	82.18%	10,000
50840 · Safety	266	5,000	(4,734)	5.32%	5,000
50850 · Printing	305	1,400	(1,096)	21.75%	700
50855 · Courier	1,151	3,500	(2,349)	32.88%	3,500
50860 · Auditing	43,495	50,000	(6,505)	86.99%	51,000
50870 · Legal	61,241	125,000	(63,759)	48.99%	130,000
50875 · Litigation Reserve	-	25,000	(25,000)	0.00%	25,000
50900 · Professional Services - Environmental	50,000	80,000	(30,000)	62.50%	80,000
50910 · Professional Services - Engineering	-	75,000	(75,000)	0.00%	75,000
50915 · Professional Services - Specific Plan	30,445	185,000	(154,555)	16.46%	185,000
50920 · Professional Services - Other	153,675	225,000	(71,325)	68.30%	225,000
50925 · Professional Services - CEDS	14,890	73,500	(58,610)	20.26%	25,000
50930 · Professional Services - Fiscal Consult	16,295	60,000	(43,705)	27.16%	60,000
50940 · Professional Services - IT Consultant	16,419	50,000	(33,581)	32.84%	50,000
50950 · Professional Services - Appraisal Title	-	7,500	(7,500)	0.00%	7,500
50955 · Professional Services - CRIA	-	50,000	(50,000)	0.00%	50,000
50960 · Transfers to CP Fund - Grant Match	-	1,471,646	(1,471,646)	0.00%	299,712
50965 · Transfers to CP Fund	-	25,000	(25,000)	0.00%	25,000
50980 · Operational Grant - Museum	6,000	6,000	-	100.00%	6,000

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**General Fund**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
51017 · UAS Training Center - Marketing	13,088	15,000	(1,913)	87.25%	15,000
51018 · Capital Contribution	180,000	180,000	-	100.00%	190,000
51020 · Miscellaneous	4,930	15,000	(10,070)	32.87%	15,000
51021 · Bank & Payroll Service Charges	550	5,000	(4,450)	11.00%	5,000
51030 · SBIAA Security Services	122,424	125,000	(2,576)	97.94%	125,000
55000 · Econ. Dev. Reserve - Airlines Incentive	2,730,456	3,500,000	(769,544)	78.01%	2,500,000
<b>Total Expense</b>	<b>4,859,947</b>	<b>8,589,546</b>	<b>(3,729,599)</b>	<b>56.58%</b>	<b>5,668,312</b>
<b>Net Ordinary Income</b>	<b>349,919</b>	<b>(2,884,116)</b>	<b>3,234,035</b>	<b>-12.13%</b>	<b>(776,579)</b>
<b>Net Income</b>	<b>\$ 349,919</b>	<b>\$ (2,884,116)</b>	<b>\$ 3,234,035</b>	<b>-12.13%</b>	<b>\$ (776,579)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 4,619,712</b>	<b>\$ 3,000,000</b>			<b>\$ 2,500,000</b>
<b>Adjustments to Cash on Hand</b>	<b>\$ (592,605)</b>	<b>\$ -</b>			<b>\$ 250,000</b>
<b>Cash on Hand - Ending</b>	<b>\$ 4,377,026</b>	<b>\$ 115,884</b>			<b>\$ 1,973,421</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**Water Sewer Fund**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40110 · Lease Revenue	\$ -	\$ 25,000	\$ (25,000)	0.00%	\$ 25,000
40150 · Sewer Consumption Fees	158,043	220,000	(61,957)	71.84%	220,000
<b>Total Income</b>	<u>158,043</u>	<u>245,000</u>	<u>(86,957)</u>	<u>64.51%</u>	<u>245,000</u>
<b>Gross Profit</b>	<u>158,043</u>	<u>245,000</u>	<u>(86,957)</u>	<u>64.51%</u>	<u>245,000</u>
<b>Expense</b>					
50451 · Repairs and Maintenance	-	10,000	(10,000)	0.00%	10,000
50580 · Sewer Charges	166,099	215,000	(48,901)	77.26%	215,000
50975 · Transfer to General Fund	25,000	50,000	(25,000)	50.00%	50,000
<b>Total Expense</b>	<u>191,099</u>	<u>275,000</u>	<u>(83,901)</u>	<u>69.49%</u>	<u>275,000</u>
<b>Net Ordinary Income</b>	<u>(33,056)</u>	<u>(30,000)</u>	<u>(3,056)</u>	<u>110.19%</u>	<u>(30,000)</u>
<b>Net Income</b>	<u><u>\$ (33,056)</u></u>	<u><u>\$ (30,000)</u></u>	<u><u>\$ (3,056)</u></u>	<u><u>110.19%</u></u>	<u><u>\$ (30,000)</u></u>
 Cash on Hand - Beginning	 \$ 41,945	 \$ 25,000			 \$ 42,342
Adjustments to Cash on Hand	<u>33,453</u>	<u>-</u>			<u>-</u>
 Cash on Hand - Ending	 <u><u>\$ 42,342</u></u>	 <u><u>\$ (5,000)</u></u>			 <u><u>\$ 12,342</u></u>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**Capital Project Fund**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40020 · Transfers from General Fund	\$ -	\$ 25,000	\$ (25,000)	0.00%	\$ 25,000
40025 · Transfers from GF - Grant match	-	1,471,646	(1,471,646)	0.00%	299,712
40035 · Transfers from Property Mgmt Fund	50,000	100,000	(50,000)	50.00%	100,000
40050 · Grants - Federal	99,609	7,558,725	(7,459,116)	1.32%	7,735,046
40051 · Goods Movement Reimbursements - SANBAG	21,791	867,784	(845,993)	2.51%	845,993
40052 · Grant - State	-	566,667	(566,667)	0.00%	566,667
40053 · Transfer In From BRORF	-	100,000	(100,000)	0.00%	100,000
40065 · Participation Payments	-	600,000	(600,000)	0.00%	600,000
40210 · Interest Income	1,643	5,000	(3,357)	32.86%	5,000
<b>Total Income</b>	<b>173,043</b>	<b>11,294,822</b>	<b>(11,121,779)</b>	<b>1.53%</b>	<b>10,277,418</b>
<b>Gross Profit</b>	<b>173,043</b>	<b>11,294,822</b>	<b>(11,121,779)</b>	<b>1.53%</b>	<b>10,277,418</b>
<b>Expense</b>					
50250 · Central Avenue	-	20,000	(20,000)	0.00%	10,000
50253 · 3rd & 5th	125,402	680,000	(554,598)	18.44%	3,270,050
50254 · Parcel E-1 Land Exchange	-	5,000	(5,000)	0.00%	5,000
50255 · Parcel G-1	-	10,000	(10,000)	0.00%	-
50256 · Water Tower Parcel - Engineering	-	5,000	(5,000)	0.00%	5,000
50258 · Parcel J-1	-	10,000	(10,000)	0.00%	-
50259 · Bldg 48 - Tenant Improvements	4,607	25,000	(20,393)	18.43%	100,000
50272 · Specific Plan - EIR - GM	-	25,000	(25,000)	0.00%	25,000
50273 · EDA Grant Match - 07-01-07415	706,532	6,650,431	(5,943,899)	10.62%	2,929,185
50274 · Sterling Ave Grant	184,769	3,814,391	(3,629,622)	4.84%	3,629,622
50280 · Tenant Improvements - DFAS Bldg 1	-	25,000	(25,000)	0.00%	250,000
50281 · Tenant Improvements - Bldg 58	280,396	350,000	(69,604)	80.11%	50,000
50282 · Tenant Improvements - DFAS Bldg 2	-	5,000	(5,000)	0.00%	-
50283 · Parking Lot Improvements	47,861	75,000	(27,139)	63.81%	125,000

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**Capital Project Fund**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
50870 · Legal	-	15,000	(15,000)	0.00%	15,000
50905 · Professional Services - Green Energy	-	15,000	(15,000)	0.00%	25,000
50920 · Professional Services - Other	43,282	75,000	(31,718)	57.71%	75,000
51010 · Bldg 48 Solar System	-	140,000	(140,000)	0.00%	140,000
52000 · Road Improvements	571,927	1,489,900	(917,973)	38.39%	50,000
<b>Total Expense</b>	<b>1,964,776</b>	<b>13,434,722</b>	<b>(11,469,946)</b>	<b>14.63%</b>	<b>10,703,857</b>
<b>Net Ordinary Income</b>	<b>(1,791,734)</b>	<b>(2,139,900)</b>	<b>348,166</b>	<b>83.73%</b>	<b>(426,439)</b>
<b>Net Income</b>	<b>\$ (1,791,734)</b>	<b>\$ (2,139,900)</b>	<b>\$ 348,166</b>	<b>83.73%</b>	<b>\$ (426,439)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 3,389,924</b>	<b>\$ 2,552,748</b>			<b>\$ 809,743</b>
<b>Adjustments to Cash on Hand</b>	<b>\$ (788,447)</b>	<b>\$ -</b>			<b>\$ -</b>
<b>Cash on Hand - Ending</b>	<b>\$ 809,743</b>	<b>\$ 412,848</b>			<b>\$ 383,304</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**BRORF**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40035 · Transfer from Property Mgmt Fund	\$ 50,000	\$ 100,000	\$ (50,000)	50.00%	\$ 100,000
40210 · Interest Income	1,957	500	1,457	391.33%	500
<b>Total Income</b>	<b>51,957</b>	<b>100,500</b>	<b>(48,543)</b>	<b>51.70%</b>	<b>100,500</b>
<b>Gross Profit</b>	<b>51,957</b>	<b>100,500</b>	<b>(48,543)</b>	<b>51.70%</b>	<b>100,500</b>
<b>Expense</b>					
50975 · Transfer to General Fund	1,000,000	1,000,000	-	100.00%	1,000,000
50965 · Transfers to CP Fund	50,000	-	-	100.00%	100,000
51020 · Miscellaneous	-	500	(500)	0.00%	500
<b>Total Expense</b>	<b>1,050,000</b>	<b>1,000,500</b>	<b>49,500</b>	<b>104.95%</b>	<b>1,100,500</b>
<b>Net Ordinary Income</b>	<b>(998,043)</b>	<b>(900,000)</b>	<b>(98,043)</b>	<b>110.89%</b>	<b>(1,000,000)</b>
<b>Net Income</b>	<b>\$ (998,043)</b>	<b>\$ (900,000)</b>	<b>\$ (98,043)</b>	<b>110.89%</b>	<b>\$ (1,000,000)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 4,851,775</b>	<b>\$ 5,300,242</b>			<b>\$ 4,303,732</b>
<b>Adjustments to Cash on Hand</b>	<b>\$ 450,000</b>	<b>\$ -</b>			<b>\$ -</b>
<b>Cash on Hand - Ending</b>	<b>\$ 4,303,732</b>	<b>\$ 4,400,242</b>			<b>\$ 3,303,732</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**Property Management Fund - Total**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40110 · Lease Revenue	\$ 1,891,664	\$ 2,368,125	\$ (476,461)	79.88%	\$ 2,330,713
40115 · Lease Revenue - Events	3,240	5,000	(1,760)	64.80%	5,000
40120 · Electrical Usage Charges	13,816	20,000	(6,184)	69.08%	15,000
40125 · Assessment	-	-	-	0.00%	65,000
<b>Total Income</b>	<b>1,908,720</b>	<b>2,393,125</b>	<b>(484,405)</b>	<b>79.76%</b>	<b>2,415,713</b>
<b>Gross Profit</b>	<b>1,908,720</b>	<b>2,393,125</b>	<b>(484,405)</b>	<b>79.76%</b>	<b>2,415,713</b>
<b>Expense</b>					
50100 · Salaries Expense	26,704	51,000	(24,296)	52.36%	235,000
50101 · SBIAA Allocation - Salaries	-	-	-	0.00%	(197,000)
50435 · IT Equipment & Communications	431	15,000	(14,569)	2.87%	8,000
50451 · Repairs and Maintenance	103,293	157,900	(54,607)	65.42%	211,000
50470 · Gas	22,654	27,700	(5,047)	81.78%	35,500
50490 · Security & Fire Monitoring	4,434	9,000	(4,566)	49.27%	8,500
50510 · Janitorial	94,297	180,000	(85,703)	52.39%	145,000
50550 · Lighting, Landscaping, Maintenance	6,986	15,000	(8,014)	46.57%	30,000
50570 · Refuse	16,329	30,000	(13,671)	54.43%	25,650
50590 · Water and Sewer	121,069	192,000	(70,931)	63.06%	207,000
50610 · HVAC	34,288	60,000	(25,712)	57.15%	45,500
50630 · Electricity	282,661	380,000	(97,339)	74.39%	378,500
50790 · Insurance	38,272	55,000	(16,728)	69.59%	42,200
50801 · Marketing	-	15,000	(15,000)	0.00%	15,000
50920 · Professional Services - Other	28,300	100,000	(71,700)	28.30%	95,000
50965 · Transfers to CP Fund	50,000	100,000	(50,000)	50.00%	100,000
50975 · Transfer to General Fund	1,475,000	2,950,000	(1,475,000)	50.00%	2,000,000
50985 · Transfer to BRORF	50,000	100,000	(50,000)	50.00%	100,000
<b>Total Expense</b>	<b>2,354,718</b>	<b>4,437,600</b>	<b>(2,082,882)</b>	<b>53.06%</b>	<b>3,484,850</b>

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**Property Management Fund - Total**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
<b>Net Ordinary Income</b>	(445,999)	(2,044,475)	1,598,476	21.82%	(1,069,137)
<b>Net Income</b>	<u><u>\$ (445,999)</u></u>	<u><u>\$ (2,044,475)</u></u>	<u><u>\$ 1,598,476</u></u>	<u><u>21.82%</u></u>	<u><u>\$ (1,069,137)</u></u>
<b>Cash on Hand - Beginning</b>	\$ 2,293,631	\$ 2,018,450			\$ 1,281,711
<b>Adjustments to Cash on Hand</b>	<u><u>\$ (565,921)</u></u>	<u><u>\$ -</u></u>			<u><u>\$ -</u></u>
<b>Cash on Hand - Ending</b>	<u><u>\$ 1,281,711</u></u>	<u><u>\$ (26,025)</u></u>			<u><u>\$ 212,574</u></u>



**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**UAS Training Center**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40041 · Contributed Capital	\$ 180,000	\$ 180,000	\$ -	100.00%	\$ 190,000
40058 · Other Grants	-	50,000	(50,000)	0.00%	50,000
40065 · Participation Payments	-	10,000	(10,000)	0.00%	5,000
40066 · Consulting Services	-	50,000	(50,000)	0.00%	50,000
40067 · Standardization/Integration	-	100,000	(100,000)	0.00%	50,000
40135 · Facility Use Charges	-	10,000	(10,000)	0.00%	10,000
40136 · Permit Fees	-	2,000	(2,000)	0.00%	1,000
40137 · Training Fees	81,850	75,000	6,100	108.13%	85,000
40138 · License Fees	-	1,000	(1,000)	0.00%	1,000
40200 · Other Income	29,200	20,200	9,000	144.55%	40,000
<b>Total Income</b>	<b>291,050</b>	<b>498,200</b>	<b>(207,150)</b>	<b>58.42%</b>	<b>482,000</b>
<b>Gross Profit</b>	<b>291,050</b>	<b>498,200</b>	<b>(207,150)</b>	<b>58.42%</b>	<b>482,000</b>
<b>Expense</b>					
50100 · Salaries Expense	-	-	-	0.00%	14,400
50301 · Capital Improvements	19,356	20,400	(2,863)	85.97%	15,000
50430 · Office Supplies	1,818	5,000	(3,182)	36.37%	4,000
50435 · IT Equipment & Communications	11,566	12,000	(434)	96.38%	12,000
50450 · Equipment	16,024	23,000	(4,020)	79.90%	20,000
50451 · Repairs and Maintenance	475	1,600	(1,081)	32.44%	1,500
50460 · Facility Rental	11,000	12,000	(5,400)	55.00%	8,500
50770 · Software and License	-	5,000	(5,000)	0.00%	5,000
50780 · Travel	-	-	-	0.00%	10,000
50774 · Meeting and Conference	14,352	22,000	(9,098)	58.65%	60,000
50790 · Insurance	5,755	6,000	(245)	95.92%	6,000
50810 · License and Permit Fees	-	6,000	(6,000)	0.00%	5,000

**Inland Valley Development Agency - Joint Powers Authority**  
**FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget**  
**UAS Training Center**

	<b>Actual As of May 31, 2023</b>	<b>FY 2022-23 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2023-24 Proposed Budget</b>
50850 · Printing	2,687	7,000	(4,313)	38.39%	7,000
50920 · Professional Services - Other	106,039	153,400	(47,361)	69.13%	160,000
50945 · Professional Services - Training	75,000	90,000	(22,500)	75.00%	75,000
51017 · UAS Training Center - Marketing	17,011	25,000	(13,912)	44.35%	30,000
51019 · Advertising and Promotions	21,600	25,000	(3,400)	86.40%	25,000
51020 · Miscellaneous	763	6,000	(5,237)	12.71%	5,000
<b>Total Expense</b>	<b>303,446</b>	<b>419,400</b>	<b>(115,954)</b>	<b>72.35%</b>	<b>463,400</b>
<b>Net Ordinary Income</b>	<b>(12,396)</b>	<b>78,800</b>	<b>(91,196)</b>	<b>-15.73%</b>	<b>18,600</b>
<b>Net Income</b>	<b>\$ (12,396)</b>	<b>\$ 78,800</b>	<b>\$ (91,196)</b>	<b>-15.73%</b>	<b>\$ 18,600</b>
 Cash on Hand - Beginning	 \$ 2,500				 \$ 2,500
Adjustments to Cash on Hand	\$ -				\$ -
 Cash on Hand - Ending	 \$ (9,896)				 \$ 21,100

Inland Valley Development Agency - Joint Powers Authority  
Proposed Budget - FY 2023-24

Description	General Fund	Water/ Sewer Fund	Capital Project Fund	Property Mgmt Fund	BRORF	UAS Training Center
<b>Income/Expense</b>						
<b>Income</b>						
40000 · Successor Agency Admin Services (RORF)	\$ 334,872	\$ -	\$ -	\$ -	\$ -	\$ -
40005 · Transfers In from SBIAA	47,861	-	-	-	-	-
40050 · Grants - Federal	-	-	7,735,046	-	-	-
40051 · Goods Movement Reimbursement-SANBAG	-	-	845,993	-	-	-
40052 · Grant - State	-	-	566,667	-	-	-
40058 · Other Grants	-	-	-	-	-	50,000
40055 · Reimbursement Agreements	50,000	-	-	-	-	-
40065 · Participation Payments	1,400,000	-	600,000	-	-	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	-	-	-	-	-	85,000
40138 · License Fees	-	-	-	-	-	1,000
40110 · Lease Revenue	-	25,000	-	2,330,713	-	-
40115 · Lease Revenue-Events	-	-	-	5,000	-	-
40120 · Electrical Usage Charges	-	-	-	15,000	-	-
40125 · Assessment Fees	-	-	-	65,000	-	-
40150 · Sewer Consumption Fees	-	220,000	-	-	-	-
40200 · Other Income	6,000	-	-	-	-	40,000
40210 · Interest Income	3,000	-	5,000	-	500	-
<b>Total Operating Income</b>	<b>1,841,733</b>	<b>245,000</b>	<b>9,752,706</b>	<b>2,415,713</b>	<b>500</b>	<b>292,000</b>
<b>Expenses</b>						
<b>Personnel</b>						
50100 · Salaries Expense	2,510,000	-	-	235,000	-	14,400
50101 · SBIAA Allocation-Salaries	(1,860,000)	-	-	(197,000)	-	-
50400 · Temporary Employee Services	5,000	-	-	-	-	-

Inland Valley Development Agency - Joint Powers Authority  
Proposed Budget - FY 2023-24

Description	General Fund	Water/ Sewer Fund	Capital Project Fund	Property Mgmt Fund	BRORF	UAS Training Center
51030 · SBIAA Security Services	125,000	-	-	-	-	-
<b>Administrative and Office Expenses</b>						
50410 · Directors Fees	20,000	-	-	-	-	-
50420 · Board Meeting Expenses	15,000	-	-	-	-	-
50430 · Office Supplies	51,900	-	-	-	-	4,000
50435 · IT Equipment & Communications	70,000	-	-	8,000	-	12,000
50440 · Office Equipment Maintenance	60,000	-	-	-	-	-
50760 · Dues and Subscriptions	15,000	-	-	-	-	-
50770 · Software and License	142,000	-	-	-	-	5,000
51020 · Miscellaneous	15,000	-	-	-	500	5,000
51021 · Bank & Payroll Service Charges	5,000	-	-	-	-	-
50801 · Marketing	20,000	-	-	15,000	-	-
50772 · International Trade	50,000	-	-	-	-	-
50810 · License and Permit Fees	2,000	-	-	-	-	5,000
50820 · Recruitment & Retention	10,000	-	-	-	-	-
50840 · Safety	5,000	-	-	-	-	-
50850 · Printing	700	-	-	-	-	7,000
50855 · Courier	3,500	-	-	-	-	-
50445 · Furniture & Furnishings	2,000	-	-	-	-	-
51019 · Advertising and Promotions	-	-	-	-	-	25,000
<b>Insurance and Claims</b>						
50790 · Insurance	250,000	-	-	42,200	-	6,000
50791 · Insurance - Workers' Comp	40,000	-	-	-	-	-
<b>Utilities</b>						
50650 · Telephone	12,000	-	-	-	-	-
50580 · Sewer Charges	-	215,000	-	-	-	-
50655 · Network Services	24,000	-	-	-	-	-
50470 · Gas	-	-	-	35,500	-	-
50490 · Security & Fire Monitoring	-	-	-	8,500	-	-
50510 · Janitorial	-	-	-	145,000	-	-

Inland Valley Development Agency - Joint Powers Authority  
Proposed Budget - FY 2023-24

Description	General Fund	Water/ Sewer Fund	Capital Project Fund	Property Mgmt Fund	BRORF	UAS Training Center
50570 · Refuse	-	-	-	25,650	-	-
50590 · Water and Sewer	-	-	-	207,000	-	-
50630 · Electricity	-	-	-	378,500	-	-
<b>Meetings/Travel/Training:</b>						
50774 · Meeting and Conference	11,000	-	-	-	-	60,000
50775 · Education and Training	35,000	-	-	-	-	-
50780 · Travel	20,000	-	-	-	-	10,000
50460 · Facility Rental	-	-	-	-	-	8,500
<b>Equipment &amp; Maintenance</b>						
50550 · Lighting, Landscaping, Maintenance	-	-	-	30,000	-	-
50450 · Equipment	10,000	-	-	-	-	20,000
50301 · Capital Improvements	-	-	-	-	-	15,000
50451 · Repairs and Maintenance	-	10,000	-	211,000	-	1,500
50610 · HVAC	-	-	-	45,500	-	-
<b>Professional Services:</b>						
50860 · Auditing	51,000	-	-	-	-	-
50870 · Legal	130,000	-	15,000	-	-	-
50875 · Litigation Reserve	25,000	-	-	-	-	-
50900 · Professional Services - Environmental	80,000	-	-	-	-	-
50905 · Professional Services - Green Energy	-	-	25,000	-	-	-
50910 · Professional Services - Engineering	75,000	-	-	-	-	-
50915 · Professional Services - Specific Plan	185,000	-	-	-	-	-
50920 · Professional Services - Other	225,000	-	75,000	95,000	-	160,000
50925 · Professional Services - CEDS	25,000	-	-	-	-	-
50930 · Professional Services - Fiscal Consult	60,000	-	-	-	-	-
50940 · Professional Services - IT Consultant	50,000	-	-	-	-	-
50945 · Professional Services - Training	-	-	-	-	-	75,000
50950 · Professional Services - Appraisal Title	7,500	-	-	-	-	-
50955 · Professional Services - CRIA	50,000	-	-	-	-	-

Inland Valley Development Agency - Joint Powers Authority  
Proposed Budget - FY 2023-24

Description	General Fund	Water/ Sewer Fund	Capital Project Fund	Property Mgmt Fund	BRORF	UAS Training Center
51017 · UAS Training Center - Marketing	15,000	-	-	-	-	30,000
Total Expenses	2,647,600	225,000	115,000	1,284,850	500	463,400
Net Income	(805,867)	20,000	9,637,706	1,130,863	-	(171,400)
Other Resources and Uses:						
Capital Acquisitions:						
Projects:						
50250 · Central Avenue	-	-	10,000	-	-	-
50253 · 3rd & 5th	-	-	3,270,050	-	-	-
50254 · Parcel E-1 Land Exchange	-	-	5,000	-	-	-
50256 · Water Tower Parcel-Engineering	-	-	5,000	-	-	-
50259 · Bldg 48 - Tenant Improvements	-	-	100,000	-	-	-
50272 · Specific Plan - EIR - GM	-	-	25,000	-	-	-
50273 · EDA Grant Match - 07-01-07415	-	-	2,929,185	-	-	-
50274 · Sterling Ave Grant	-	-	3,629,622	-	-	-
50280 · Tenant Improvements - DFAS Bldg 1	-	-	250,000	-	-	-
50281 · Tenant Improvements- Bldg 58	-	-	50,000	-	-	-
50283 · Parking Lot Improvements	-	-	125,000	-	-	-
51010 · Bldg 48 Solar System	-	-	140,000	-	-	-
52000 · Road Improvements	-	-	50,000	-	-	-
Other:	-	-	-	-	-	-
50980 · Operational Grant-Museum	6,000	-	-	-	-	-
55000 · Econ. Dev. Reserve - Airlines Incentive	2,500,000	-	-	-	-	-
Total Other Resources and Uses	2,506,000	-	10,588,857	-	-	-

Inland Valley Development Agency - Joint Powers Authority  
Proposed Budget - FY 2023-24

Description	General Fund	Water/ Sewer Fund	Capital Project Fund	Property Mgmt Fund	BRORF	UAS Training Center
Transfers:						
40041 · Contributed Capital	-	-	-	-	-	190,000
40025 · Transfer from GF-Grant match	-	-	299,712	-	-	-
40020 · Transfer from General Fund	-	-	25,000	-	-	-
40030 · Transfers from Water Fund	50,000	-	-	-	-	-
40035 · Transfer from Property Mgmt Fund	2,000,000	-	100,000	-	100,000	-
40053 · Tranfer In From BRORF	1,000,000	-	100,000	-	-	-
50975 · Transfer to General Fund	-	(50,000)	-	(2,000,000)	(1,000,000)	-
50960 · Transfers to CP Fund-Grant Match	(299,712)	-	-	-	-	-
50965 · Transfers to CP Fund	(25,000)	-	-	(100,000)	(100,000)	-
50985 · Transfer to BRORF	-	-	-	(100,000)	-	-
51018 · Capital Contribution	(190,000)	-	-	-	-	-
Net Transfers:	2,535,288	(50,000)	524,712	(2,200,000)	(1,000,000)	190,000
Net Fiscal Budget Impact	\$ (776,579)	\$ (30,000)	\$ (426,439)	\$ (1,069,137)	\$ (1,000,000)	\$ 18,600
Cash on Hand - Beginning	\$ 2,500,000	\$ 42,342	\$ 809,743	\$ 1,281,711	\$ 4,303,732	\$ 2,500
Adjustments to Cash on Hand	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
Cash on Hand - Ending	\$ 1,973,421	\$ 12,342	\$ 383,304	\$ 212,574	\$ 3,303,732	\$ 21,100



**TO: Inland Valley Development Agency Board**

**DATE: June 14, 2023**

**ITEM NO: 11**

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

**SUBJECT: APPROVE CERTAIN PROFESSIONAL SERVICES AGREEMENTS FOR FISCAL YEAR 2023-2024**

### **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 2023-2024; 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 Budget for 2023-2024. 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 2023-2024 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.	\$ 50,000.00
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. Ludwig Engineering Associates, Inc.	\$ 25,000.00
K. Rogers, Anderson, Malody & Scott, LLP	\$ 51,000.00
L. Zenaida Global	\$ 130,000.00
M. CJMC Holdings, LLC	\$ 50,000.00
N. Richards and Associates	\$ 6,000.00

With the proposed adoption of the Fiscal Year 2023-2024 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 2023-2024, 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 2022-2023 Fiscal Year, and forecast the 2023-2024 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. Ludwig Engineering Associates, Inc.	Provide professional civil engineering on-call services.
K. Rogers, Anderson, Malody & Scott, LLP	Independent audit to conduct required annual financial statement audit and Single Audit.
L. Zenaida Global	Contract for management and administration of Unmanned Aerial Systems (UAS) Center.
M. CJMC Holdings, LLC	Provide professional construction and project management services for capital projects including the Sterling Avenue grant.
N. Richards and Associates	Cost accounting advisory services for California or federal programs and grants.

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:

\_\_\_\_\_  
Jennifer Farris, 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)

	<p><b>TO:</b> Inland Valley Development Agency Board</p> <p><b>DATE:</b> June 14, 2023</p> <p><b>ITEM NO:</b> 12</p> <p><b>PRESENTER:</b> Jonathan Galvan, Airport Manager</p>
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**SUBJECT: APPROVE AWARD OF A MULTI-YEAR CONTRACT WITH THERMA, LLC IN AN AMOUNT NOT TO EXCEED \$308,447.00 FOR PREVENTATIVE MAINTENANCE OF HEATING VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS FOR CERTAIN INLAND VALLEY DEVELOPMENT AGENCY (IVDA) OWNED BUILDINGS**

## **SUMMARY**

Approval of this item would award a two (2)-year contract with two (2)-each, one (1)-year extension options to Therma, LLC for preventative maintenance and miscellaneous repairs of HVAC systems on the following IVDA owned buildings: Building 48 (Administrative Building), Building 58 (former Base Exchange), DFAS 1 (Office Building).

## **RECOMMENDED ACTION(S)**

Approve a two (2)-year contract with two (2)-each, one (1)-year extension options with Therma, LLC in an amount not to exceed \$308,447.00 over a four (4) year period for preventative maintenance of Heating, Ventilation, and Air Conditioning (HVAC) systems on certain Inland Valley Development Agency (IVDA) owned buildings; and authorize the Chief Executive Officer to execute all related documents.

## **FISCAL IMPACT**

None for Fiscal Year 2022-2023. In the event, IVDA's Fiscal Year 2023-2024 Proposed Budget is approved on today's agenda, funding for the Fiscal Year 2023-2024 HVAC services would be included in the then approved IVDA Fiscal Year 2023-2024 budget in the Property Management Fund, Accounts 50610 - HVAC (\$45,500) and 50451 - Repairs and Maintenance (\$211,000) of which \$73,853 will be allocated to this agreement.

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

**BACKGROUND INFORMATION**

A Request for Proposals (RFP) for HVAC system maintenance was issued on May 1, 2023, inviting qualified contractors to submit combined proposals to provide preventative maintenance on certain Inland Valley Development Agency (IVDA) and San Bernardino International Airport Authority (SBIAA) owned buildings.

A mandatory job walk was conducted on May 10, 2023, which was attended by six (6) potential vendors. In addition to specifying preventative maintenance costs, the RFP required contractors to provide labor rates and standard parts markup for HVAC repairs that may be required beyond the preventative maintenance scope as specified in the RFP. Proposals were required to be submitted as inclusive of both IVDA and SBIAA facilities. Therma, LLC provided the lowest combined cost proposal for HVAC services, with a cost for IVDA owned buildings in the amount of \$308,447.00 over a four-year term, with an additional miscellaneous repairs amount allotted at the established rates and charges submitted in the company's proposal, as required by the RFP.

The IVDA Fiscal Year 2023/ 24 budget includes funds for HVAC preventative maintenance and repairs to IVDA owned buildings. The proposed contract with Therma, LLC over a four (4) year period would be \$308,447.00 for preventative maintenance services over the term of the contract. Staff would allocate budget funds during future fiscal years to cover the remaining three (3)-year terms of the service agreement.

Staff recommends that the Board approve the above recommended action.

**Attachments:**

1. Therma, LLC Proposal.
2. Bid Tabulation.
3. Draft Service Agreement.



## Preventive Maintenance Service Agreement

Prepared for:



**Inland Valley Development Agency & San Bernardino International Airport Authority**  
**1601 E 3<sup>rd</sup> St., San Bernardino, CA 92408**

Therma LLC  
2390 Bateman Avenue  
Irwindale, CA 91010  
License #1027316  
Client-Driven Mechanical Solutions Provider

877-247-THERMA  
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June 1, 2023

**San Bernardino International Airport Authority**

1601 E. 3<sup>rd</sup> St.

San Bernardino, CA 91408

Attn: Shauntil Carvalho

RE: Standard Preventative Service Program

Dear Shauntil,

Therma is pleased to provide the Inland Valley Development Agency and San Bernardino International Airport Authority with this preventative maintenance service program proposal for the HVAC equipment.

Thank you for considering Therma for your HVAC supplier. Please give me a call if you have any questions or need further information. If this proposal is acceptable, please email a signed copy to my attention at [jose.jimenez@therma.com](mailto:jose.jimenez@therma.com)

Sincerely,

Account Manager  
Cell: (626) 771-7627

Service Direct: (877) 24-7-THERMA

Therma employees work on a consultive basis and receive no commissions or bonuses of any type. Our philosophy is to provide recommendations that are value based, price sensitive and meet the needs of our customers.



## Equipment List

<b>LOCATION: DFAS #1 – 1111 EAST MILL STREET</b>	
<b>Software Name: Andover / Mfg: Schneider Electric</b>	
3 each A/C Units: Data Aire, 1 Ton, Straight Cool	Filters: 2 each - 16"x16"x2" Filters: 1 each - 18"x20"x2"
2 each Unit# A-SU18CL, A/C Units: Fujitsu Malcyon Inverter	Washable filters
4 each Unit# CP89SWSIAF 3010 460, A/C Units: York, 7-1/2 Ton	Filters: 4 each – 24"x24"x4" Filters: 4 each – 12"x24"x4"
1 each Unit# YSCACADO-CFD, A/C Units: York, Chiller R22 650 lbs	
1 each Unit# YSCACADO-CFD, A/C Units: York, Chiller R22 650 lbs	
2 each Unit# 275WG, A/C Units: Rite, Boilers	
2 each Unit# F2462N, A/C Units: Baltimore Aircoil, Cooling Tower	
2 each Unit# YCJD245I5IHA, A/C Units: York, 2 Ton, R410A	Filters: 1 each – 16"x20"x1" (2 <sup>nd</sup> floor IT Room)
<b>LOCATION: BUILDING #48 (IVDA ADMINISTRATION) – 1601 EAST THIRD STREET</b>	
2 each Unit# UNPN0036, A/C Units: Yaskawa (speed drive)	Washable filters
1 each Unit# H3-0652B, A/C Units: RayPak Hi Delta, 546,000 BTU, Gas broiler	
1 each Unit# LRWB3K12, A/C Units: Evapco West, Fluid cooling tower	
2 each Unit# EC072-3HZC, A/C Units: FHP, Water source heat pump	Filters: 16"x20"x1" Filters: 18"x20"x1"
1 each Unit# ES042-3HZC, A/C Units: FHP, Water source heat pump	Filters: 20"x20"x1"
1 each Unit# EC036-3HZC, A/C Units: FHP, Water source heat pump	Filters: 20"x30"x1"
5 each Unit# EC096-3HZC, A/C Units: FHP (Air Handler), Water source heat pump	Filters: 16"x20"x1" Filters: 18"x20"x1"
3 each Unit# EP048-3HZC, A/C Units: FHP (Air Handler), Water source heat pump	Filters: 16"x24"x1"
1 each Unit# EC030-3HZC, A/C Units: FHP (Air Handler), Water source heat pump	Filters: 20"x30"x1"
2 each Unit# ES060-3HZC, A/C Units: FHP, Water source heat pump	Filters: 2 each – 18"x20"x1" Filters: 2 each – 16"x20"x1"
1 each Unit# 70 ACE-70ACEB, A/C Units: Cook (fan)	
2 each Unit# 120 ACE-120ACEB, A/C Units: Cook (fan)	
2 each Unit# PU4-A42NHA3, A/C Units: Mitsubishi, NA Heating/R410A	Washable Filters (IT Room)
6 each Unit# 135 ACE-135ACEB, A/C Units: Cook (exhaust fan)	
3 each Unit# 80 ACE-80ACEB, A/C Units: Cook (exhaust fan)	
6 each Unit# 100 ACE-100ACEB, A/C Units: Cook (exhaust fan)	
<b>LOCATION: BUILDING #58 – 195 NORTH DEL ROSA AVENUE</b>	
1 each Unit# B3HP06A45A, A/C Units: York, NA Heating/R22	Filters: 2 each – 14"x22"x1"
2 each Unit# D1425, A/C Units: Phoenix Swamp Cooler	
2 each Swamp cooler units	



## San Bernardino International Airport Authority Locations

<b>LOCATION: BUILDING #673 (DOMESTIC TERMINAL) – 107 NORTH LELAND NORTON WAY</b>	
2 each Unit# 50A4-051FF-21212, A/C Units: Carrier (South Side), NA Heating/R22	Filters: 4 each – 20"x24"x4" Filters: 4 each – 20"x20"x4"
2 each Unit# 50A4-051FF-21212, A/C Units: Carrier (North Side), NA Heating/R22	Filters: 4 each – 20"x24"x4" Filters: 4 each – 20"x20"x4"
6 each Unit# 48PGLC12-M-69042, A/C Units: Carrier (Roof), Refrigerant, 13.7lbs, Gas Heating/R410A	Filters: 4 each – 20"x25"x2"
1 each Unit# MX28B48NA, A/C Units: Mitsubishi, Heat Pump/R410A	Washable Filters (IT Room)
1 each Unit# 38HR060---5, A/C Units: Carrier, 3 ton, NA Heating/R410A	Washable Filter
1 each Data Aire, NA Heating	Filters: 1 each – 20"x20"x1"
1 each Unit# 38HDF029---3, A/C Units: Carrier, 3 ton, NA Heating/R410A	Washable Filter (Room 130A)
1 each Unit# H9-2002BE, Broiler Unit: Raypak Hi Delta, Size: 1,999,000BTU/HR/ Output: 1,739,000	
1 each Unit# 38HDR060---5, A/C Units: Carrier, NA Heating/R410A	Washable Filter (Room 156)
1 each Unit# 38HDR060---5, A/C Units: Carrier, NA Heating/R410A	(Room 148)
1 each Unit# LP1111WXR4, A/C Units: LG	
1 each Unit# EF-4 180ACE 180 ACEB, Units: Cook, NA (exhaust fan)	NA Filters
4 each Jet Bridges – Unit# GPCIGPIT, Unit: Goodman	
3 each Jet Bridges – Unit# XPC-5010-113-16-30, Unit: Jetaire Pre-conditioned Air, R22 Refrigerant	
<b>LOCATION: BUILDING #680 (FIRE STATION) – 165 SOUTH LELAND NORTON WAY</b>	
1 each Unit# WHR025C1, A/C Units: McQuay Season Pak Air Handler, Water chiller R22 50 lbs	Filters: 2 each – 16"x20"x2" Filters: 6 each – 16"x25"x2"
16 units – Coils, Hot Water	
1 each Broiler, A/C Unit: Ingersolland T30, Gas	
1 each Water Tower, Unit# 4725 1182, A/C Unit: Marley Aqua Tower	
1 each system dryer, Unit# HPRS-10, A/C Unit# Dyer SPX Hankison, NA/Electric	
<b>LOCATION: BUILDING #794 (CONTROL TOWER) – 275 SOUTH LELAND NORTON WAY</b>	
1 each Unit# CHACC151HBN2222K, A/C Units: Trane (chiller), 15 ton, serial# L87H03714, Chiller no heating	
1 each Unit# CHACC151HBN2222K, A/C Units: Trane (chiller), 15 ton, Chiller no heating	





1 each Unit# CCBB10C3G60, A/C Units: Trane (fan coil), Controlled by pneumatic (7th Floor)	
1 each Unit# X39500196-01J, A/C Units: Trane, Controlled by pneumatic (10th Floor)	Filters: 2 each – Pleated 24"x24"x2" Filters: 2 each – Rigid 24"x24"x12" Filters: 3 each – 12"x24"x2"
1 each Unit# ACP-C0S-053118, A/C Units: A.C.P. Air Compressor	
1 each Unit# Hankison Air Dryer, (For pneumatic control dryer)	
<b>LOCATION: BUILDING #674 (OFFICES) – 225 NORTH LELAND NORTON WAY</b>	
3 each Unit# DJ048N6NYAAA2, A/C Units: York, 4 ton, Gas Heating/R22, System: 10lbs 8oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
1 each Unit# DJ036N04NYAAA2, A/C Units: York, 3 ton, Gas Heating/R22, System: 9lbs 4oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
1 each Unit# DF090N110NYAAAYB, A/C Units: York, 7.5 ton, Gas Heating/R22, System: 5lbs 4oz	Filters: 4 each – 16"x24"x2"
1 each Unit# MSY-D36VA Condenser / MSYA24NA Evap. A/C Units: Mitsubishi, 3 ton	Washable Filter (IT Room)
<b>LOCATION: INTERNATIONAL ARRIVALS FACILITY (IAF CUSTOMS – 3 Story Building) 275 NORTH LELAND NORTON WAY</b>	
2 each Unit# 2H120N15N4AAA5A, A/C Units: York, 10 ton, NA Heating/R410A, System: 7lbs 14oz	Filters: 4 each – 20"x24"x2"
7 each Unit# 2F036N08N4AAA1A, A/C Units: York, 3 ton, NA Heating/R410A, System: 4lbs 14oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
2 each Unit# 2F060N08T4AAA1A, A/C Units: York, 5 ton, NA Heating/R410A, System: 4lbs 15oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
2 each Unit# 2H150N15N4AAA5A, A/C Units: York, 12.5 ton, NA Heating/R460A, System: 8lbs 12oz	Filters: 4 each – 20"x24"x2"
2 each Unit# 2H090N10N4AAA5A, A/C Units: York, 7.5 ton, NA Heating/R410A, System: 6lbs	Filters: 4 each – 16"x24"x2"
1 each Unit# 2H150N15N4AAA5A, A/C Units: York, 12.5 ton, NA Heating/R410A, System: 8lbs 12oz	Filters: 2 each – 20"x24"x2"
1 each Unit# 2H102N10N4AAA5A, A/C Units: York, 8.5 ton, NA Heating/R410A	Filters: 4 each – 20"x24"x2"
3 each Unit# PUY-A24NAY, A/C Units: Mitsubishi, 2 ton, NA Heating/R410A, System: 6lbs 10oz	Washable Filters (IT Room)
3 each Unit# PUY-A36NHAY, A/C Units: Mitsubishi, 3 ton, NA Heating/R410A, System: 6lbs	Washable Filters (IT Room)
1 each Unit# PUY-A42NHAY, A/C Units: Mitsubishi, 4 ton, NA Heating/R410A, System: 10lbs	Washable Filters (IT Room)
1 each Unit# 180 ACE-180C6B50, A/C Units: Cook (exhaust fan)	
1 each Unit# 135 ACE-135ACEB, A/C Units: Cook (exhaust fan)	
1 each Unit# 60 ACE-60ACEB, A/C Units: Cook (exhaust fan)	
1 each Unit# 180 ACE-180C6B50, A/C Units: Cook (exhaust fan)	
1 each Unit# 80 SRSH-S0RSHB, A/C Units: Cook (exhaust fan)	
1 each Jet Bridge, Unit# PHD360000K000CI, R410A, Refrigerant	
<b>LOCATION: BUILDING #759 – 294 SOUTH LELAND NORTON WAY</b>	
1 each Unit# T-760, Boiler Unit: Parker, Size: 760,000 BTU	
1 each Unit# VT480000AV / NH20150328, Compressor Unit: Speedaire Compressor	



1 each Unit# HPR5-10, Dryer Unit: SPX Hankison	
1 each Carrier Chiller, Unit: 30HK040-530, Refrigerant, 35lbs, R22	
1 each Baltimore Aircoil Cooling Tower, Unit# F2732-H	
25 each A/C Units: Carrier Fan Coils	Filters: 6 each – 16"x20"x2" Filters: 3 each – 16"x30"x2" Filters: 15 each – 16"x25"x2"
<b>LOCATION: BUILDING #730 – 285 SOUTH LELAND NORTON WAY</b>	
1 each Unit# 30HXC096R—640BA-1, Chiller Units: Carrier	
1 each Unit# CFN501PM, Broiler Unit: Lochinvar / Control #M-7	
1 each Baltimore Aircoil Cooling Tower, Unit# VXT-950	
33 each A/C Units: Carrier Fan Coils	Filters: 29 each – 10"x24"x1" Filters: 2 each – 16"x20"x1" Filters: 1 each – 16"x25"x1" Filters: 1 each – 15"x30"x1"
<b>LOCATION: BUILDING #56 – 115 NORTH DEL ROSA AVENUE</b>	
1 each Unit#: PX4877V05088, Air Compressor Unit: Ingersoll Rand	
1 each Unit#: H3-0402, Broiler Unit: Raypack Hi Delta, Size: 336,000 BTU, 3 hot water coils	
1 each Unit# 39MN30B0057W811XXS, Chiller Unit: Carrier, NA Heating	Filters: 8 each – 16"x25"x2"
1 each Unit# 30RAN055E—611DT, Chiller Unit: Carrier, 55 ton, NA Heating/R22	
1 each Unit# 50HJ0005---631--, A/C Units: Carrier Weather Master, 4 ton, NA Heating/R22 (4 ton)	Filters: 2 each – 16"x25"x2"
1 each Unit# H5A4R01R0AV, A/C Units: Trane Air Handler, NA Heating/R22	Filters: 4 each – 20"x20"x2" Filters: 24 each – 16"x20"x2"
1 each Unit# 50HJQ008—621--, A/C Units: Carrier Weather Master, 7.5 ton, NA Heating/R22	Filters: 4 each – 16"x20"x2"
1 each Unit# 50HJQ008---621--, A/C Units: Carrier, NA Heating/R22	Filters: 4 each – 16"x16"x2"
<b>LOCATION: BUILDING 610 (GUANG LIN CAFÉ) – 157 SOUTH DEL ROSA AVENUE</b>	
4 each Unit# KGA09254B24, A/C Unit: Lennox AC, Gas Heating/R410A	Filters: 4 each – 20"x25"x2"
1 each Unit# TEHA030L6-HS2b-F, A/C Unit: Trenton Refrigeration, Electric Heating/R404A/R507 (Walk-in freezer unit)	
1 each Unit# TEHA015E6-HS2b-B, A/C Unit: Trenton Refrigeration, Electric Heating/R404A/R507 (Walk-in freezer unit)	
2 each Unit# 4101 SD, A/C Unit: Champion Cooler, Evaporative Air Cooler (swamp cooler)	
1 each Unit# FS350A, A/C Unit: Frigiking, Evaporative Air Cooler (swamp cooler)	
1 each Unit# FS650A, A/C Unit: Frigiking, Evaporative Air Cooler, swamp cooler)	
1 each Unit# Exhaust Fan (NCA8FA), A/C Unit: Captive Air Systems	
2 each Unit# Exhaust Fan (NCA14FA), A/C Unit: Captive Air Systems	
<b>LOCATION: BUILDING 697 (Cargo Building) – 215 NORTH LELAND NORTON WAY</b>	
1 each Unit# XP078C00N4AAA5A, A/C Unit: York, Heat Pump/R410A, System: 9lbs 4oz.	Filters: 4 each – 16"x24"x2"
1 each Unit# MUY-GE24NA, A/C Unit: Mitsubishi, NA Heating/R410A, System: 4lbs 3oz.	Washable Filters
1 each Unit# Exahust Fan 70 ACE 70ACEB, A/C Unit: Cook	



1 each Unit# Exhaust Fan100 ACE 100 ACEB, A/C Unit: Cook	
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LOCATION: FBO HANGER – 2027 PERIMETER ROAD	
1 each Unit#: DF078N10N4AAA3D, A/C Units: York, 6.5 ton, Gas Heating/R22 (6lbs)	Filters: 4 each – 20"x25"x2"
1 each Unit# MUY-GA24NA Cond/MSY GA24NA Evap., A/C Units: Mitsubishi, 2 ton, NA Heating/R410A, Size: 10lbs 8oz	Washable Filters (IT Room)
1 each Unit# DJ048N06NYAAA2B, A/C Unit: York, 4 ton, Gas Heating/R22, Size: 10lbs 8oz	Filters: 1 each – 20"x30"x1" Filters: 1 each - 14"x25"1"
2 each Unit# DJ060N08NYAAA3A, A/C Unit: York, 5 ton, Gas Heating/R22, Size: 11lbs 8oz	Filters: 1 each – 14"x25"x1" Filters: 1 each – 20"x30"x1"
1 each Unit# 80 ACEB, Units: Cook (exhaust fan)	

**ADDITIONAL EQUIPMENT AND LOCATIONS: \*(further details will be given on the job walk)**

*The following listed equipment will be listed as an **OPTION** for the HVAC service contract:*

LOCATION:	EQUIPMENT:
Office Trailer 313	2 each, A/C Wall Mount Unit, Model: BARD WA631-A10XXUXXX, R22 Refrigerant, 68oz.
Office Trailer 795	A/C Wall Mount Unit
Office Trailer - Car Rental Area	A/C Wall Mount Unit
Parking Lot Ticket Kiosks	A/C Unit
Airport Gate #2	Ice Qube Vertical Mount Extra Slim, 120V A/C Unit
Airport Gate #3	Ice Qube Vertical Mount Extra Slim, 120V A/C Unit
Airport Gate #10	Ice Qube Vertical Mount Extra Slim, 120V A/C Unit



## SHERIFF'S HANGAR

Condenser Units				
1	3 Each	Carrier	unit# 25HHAY60A600	refrigerant R410A 11.82 lbs
2	3 Each	Carrier	unit# 38AUQB07A0M6A0A0C0	refrigerant R410A 11.82 lbs
3	2 Each	Carrier	unit # 25HHA46A0060016	refrigerant R410A 11.82 lbs
4	1 Each	Carrier	unit # 25HHA430A0030010	refrigerant R410A 12.07 lbs
5	1 Each	Carrier	unit # 38AUQB07A0M6A0A0C0	refrigerant R410A 9 lbs
6	2 Each	Toshiba	unit # RAS.17EACV-VL	refrigerant R410A 3.09 lbs
7	1 Each	Manitowoc Ice Make	unit # JC0995.2	
Evaporative Air Cooler				
1	5 Each	Aerocool	unit # ID500 & 1S500 Model # WS080A	
Heaters				
1	6 Each	Reznor	400,000 BTU Gas fired heaters	
Exhaust Fans				
1	9 Each	unit # 120 PR 12 PR	unit Cooks/NA Filter	
2	3 Each	unit # 30 ACE	30 Ace 3, unit Cooks/NA Filter	
3	1 Each	unit # 70 ACE	70 ACE B, unit Cooks/NA Filter	
4	1 Each	unit # 165 ACE	165 ACE B, unit Cooks/NA Filter	





Luxivair FBO						
Equipment List						
MAKE	TYPE	MODEL	SERIAL	HPff ON	LOCATION	UNIT
FHP	WSHP	EC036-4HCZ	SEI 11223	3	TBD	AC-1
FHP	WSHP	EC048-4HCZ	SEI11474	4	TBD	AC-2
FHP	WSHP	EC030-4HCZ	SEI11300	2.5	TBD	AC-3
FHP	WSHP	EC036-4HCZ	SEI 11292	3	TBD	AC-5
FHP	WSHP	EC096-4HCZ	SEI 11527	8	TBD	AC-6
FHP	WSHP	EC096-4HCZ	SEI 11586	8	TBD	AC-7
FHP	WSHP	EC060-4HCZ	SEI11318	5	TBD	AC-8
FHP	WSHP	EC060-4HCZ	SEI 11319	5	TBD	AC-9
FHP	WSHP	EC060-4HCZ	SEI 1320	5	TBD	AC-10
FHP	WSHP	EC072-4HCZ	SEI11467	6	TBD	AC-11
FHP	WSHP	EC030-4HCZ	SEI11301	2.5	TBD	AC-12
Mitsubishi	Fan Coil	PKA-A24FA	8YA01 106A		Garage Elec. Rm	FC-1
Mitsubishi	Condensing Unit	PUY-A24NHA3	94U00130C		North Roof	CU-1
Mitsubishi	Fan Coil	PKA-A24FA	8YA01169A		Garage Elec. Rm	FC-2
Mitsubishi	Condensing Unit	PUY-A24NHA3	94U00145C		North Roof	CU-2
Mitsubishi	Fan Coil	MSY-A24 NA	8003628		2nd Floor. Serv. Rm.	FC-N/A
Mitsubishi	Condensing Unit	PUY-A24NHA3	94U00148C		TBD	CU-3
Mitsubishi	Fan Coil	MSY-A24NA	8003125		Flight Plan Elec. Rm.	FC-N/A
Mitsubishi	Condensing Unit	MUY-A24NA-I	8001067T		TBD	CU-4
Mitsubishi	Fan Coil	MSY-D36NA	9000364		North Server Room	FC-5
Mitsubishi	Condensing Unit	MUY-O36NA- I	9000514T		North Roof	CU-5
Mitsubishi	Fan Coil	MSY-D36NA	9000739		North Server Room	FC-6
Mitsubishi	Condensing Unit	MUY-D36NA-I	9000519T		North Roof	CU-6
Mitsubishi	Fan Coil	MSY-GA24NA	0001439		1st Floor. Serv. Rm.	FC-7
Mitsubishi	Condensing Unit	MUY-A24NA-1	8002927T		South Roof	CU-7
Mitsubishi	Fan Coil	PKA-A24FA	8YA01129		Flight Plan Elev. Mach.	FC-N/A
Mitsubishi	Condensing Unit	PUY-A24NHA3	94U001790T		TBD	CU-8
Trane	Pkg. Unit >=25	WSC048H4R0A02	190410008L		South Roof	PU-1
Cook	Exhaust Fan	135ACE 135ACEB	138SC67616-		Roof	EX- I
Cook	Exhaust fan	135ACE 135ACE B	138SC67616-00		TBD	EX-N/A
TBD	Boiler	TBD	TBD			
TBD	Cooling Tower	TBD	TBD			
Monthly water treatment needed. Belts to be replaced annually.						
The filters listed are to be replaced Quarterly:						
QTY	SIZE			TYPE		
20	18x20x1			Pleate d		
4	18x18x1			Pleated		
2	20x20x2			Pleated		
2	15x20x2			Plea ted		
1	12x12xl			Pleated		



## Service Frequencies

### ***Quarterly Operational (4x per year)***

- **Test and Inspect:** (Water Source Heat Pumps, Evaporative Coolers, Cooling Towers/Fluid Coolers, Boilers, Unit Heaters, Air Compressors/Air Dryers, Walk-in Freezers, Ice Machines)
- **Merv-11 Filter Replacement:** (List Equipment Covered)

### ***Bi-Monthly Comprehensive (6x per year)***

- **Test and Inspect:** (Split Systems, Package Units, Air Handlers, Exhaust Fans, Chillers, VFDs)

### ***Annual Comprehensive (1x per year)***

- **Condenser Coil Cleaning:** (Condensing Units, Package Units, Air Cooled Chillers)
- **Drain and flush:** (Cooling Towers)
- **Chiller Tube Brushing**
- **Eddy Current Testing: ADD \$950.00 Per Chiller, if needed**
- **Base scope includes annual leak check based upon functional and operating refrigerant monitoring system.**

### ***Exclusions:***

- HEPA Filters
- MERV-13 Filters
- Cooler Pad Replacement for Swamp Coolers
- Belt changes, to be priced separately as needed
- Automation service or programming
- Anything not mentioned in this proposal

### ***Repairs***

- Any repairs or recommendations found during the preventative maintenance will be quoted separately.

### ***Deliverables***

- A service report will be provided at the completion of each service inspection noting the work performed, materials used, and any recommendations for repairs or additional services.



## Equipment Tasking

Preventative Maintenance: Bi-monthly (every 60 days) basis

The Contractor shall perform as much maintenance as possible during each scheduled visit. This work aims to maintain the equipment per the manufacturer's recommendations and reduce downtime, repair cost, and equipment failure. Excluded from the Scope of Preventative Maintenance is the cost of oil analysis and repair parts not included as part of preventative maintenance as indicated by the contractor. These items require the prior approval of the designated AGENCIES representative. These costs shall be at the labor rates and parts markup established by the Contractor as provided in Exhibit "C". Invoices submitted for payment shall include a copy of the original purchase receipt and all invoices paid by the contractor for parts and materials. These copies will be used as the basis for parts markups billed to AGENCIES. Any markups are for parts and materials only and cannot include any labor charges.

II. Equipment Tasking: Bi-monthly (every 60 days) basis. The following tasks for each equipment type will be performed at planned intervals. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

SPECIAL NOTE: The following services are typical of HVAC service. Additional services may be required as industry, or manufacturer-recommended services arise and shall be covered in the contract cost.

### Rooftop Packaged Units:

- o Lock out and tag out equipment as required.
- o Check all electrical wiring and connections. Tighten as required.
- o Check all motor starter contactor surfaces for wear.
- o Clean electrical control enclosures.
- o Lubricate air handling unit motor bearings and fan bearings, if applicable.
- o Check air handling unit belts for wear.
- o Check belt tension and sheave alignment.
- o ~~Change belts as required.~~
- o Check the condition of the evaporator coils. Chemically clean as required.
- o Check and clean condensate drains, drain line, and pan annually.
- o Inspect air handling unit fan assembly.
- o Lubricate condenser motors as required.
- o Chemically clean condenser coil and fan blades annually.
- o Check the structural integrity of the unit.
- o Check all mounting hardware and tighten as needed.
- o Check and calibrate controls.
- o Check the heat pump reversing valve. (Heat Pump units)
- o Check refrigerant piping for chafing, abnormal vibration, and broken supports.
- o Check contactors and relays for pitting, wear, or damage.
- o Check furnace for proper operation (Gas Electric Units)

### Exhaust Fans:

- o Lock out tag-out equipment as required.
- o Check all electrical wiring and connections and tighten as required.
- o Check all motor starter contactor surfaces for wear.
- o Clean starter and electrical control enclosures.
- o Lubricate motor bearings and fan bearings.
- o Check exhaust fan belts for wear and replace as required.
- o Check belt tension and sheave alignment. Adjust as required.
- o Inspect exhaust fan unit assembly.
- o Check all mounting hardware. Tighten as required.



#### Package, Gas Heat Electric Cool:

- o Change the filter quarterly on a minimum basis. Increase as necessary.
- o Check unit voltage and record.
- o Lubricate motors as required.
- o Check and adjust burners for proper flames.
- o Check for proper combustion and flue gas relief.
- o Record discharge temperature, heating, and cooling modes.
- o Record return air temperature.
- o Check and adjust operating and safety controls.

#### Air Handler:

- o Change filter quarterly.
- o Air filter housing integrity. Correct as needed.
- o Check the UV lamp if equipped. Clean or replace as required.
- o Check the control system and devices for proper operation. Repair, adjust & replace components to ensure operation.
- o Lockout tag-out equipment.
- o Check starter contacts for excessive wear.
- o Tighten all starter wire connections.
- o Check belts and adjust or replace as needed.
- o Check belt tension and sheave alignment. Adjust as required.
- o Meg-Ohm motor and record annually.
- o Check the fan motor's amps.
- o Clean and lubricate unit motor bearings and fan bearings.
- o Check the operation of economy dampers.
- o Lubricate all dampers and linkages as necessary.
- o Check the operation of the static vane (if applicable).
- o Visually check all coils for leaks (annually).
- o Check and record all coil delta T (annually).
- o Inspect all mounting hardware and tighten as needed.

#### Multi-zone Air Handler:

- o Change filter quarterly.
- o Lockout tag-out equipment.
- o Check fan motor amps.
- o Clean and lubricate components.
- o Check the operation of economy dampers.
- o Check the operation of static vane or dampers.
- o Check the operation of zone dampers.
- o Check and adjust operating and safety controls.

#### Package Chiller: Annual Basis

- o Lockout tag-out equipment.
- o Check condenser / Barrel tubes.
- o Check the Chiller barrel tube.
- o Check and record unit amp draw.
- o Check unit voltage and record.
- o Check unit pressures and record.





#### Chiller with Reciprocating Compressors:

- o Visually inspect equipment condition and operation.
- o Check for unusual vibration and noise.
- o Check for excessive temperatures and refrigerant leaks.
- o Check unit voltage and record.
- o Check unit operation and records.
- o Check unit operating hours and record them.
- o Check condenser pressure and record.
- o Check evaporator pressure and record.
- o Check the oil sump sight glass.
- o Record chilled water inlet temperature.
- o Record chilled water outlet temperature.
- o Check condenser water inlet.
- o Check condenser water outlet temperature.
- o Check compressor starter contacts for abnormal wear.

#### Variable Frequency Drive:

- o Check fault history report.
- o Check the operation of manual bypass.
- o Verify drive signal increase and decrease.
- o Check and tighten all electrical connections.
- o Check starter contacts for wear.

NOTE: And any other manufacturer-recommended routine work.

#### III. HVAC Air Quality Service: Bi-monthly (every 60 days) basis

This service will maintain indoor air quality by replacing all filters in air handlers and package units and cleaning internal ductwork and air registers to minimize dust and particles from collecting inside the ductwork and on air registers. This service will ensure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to an improved system and energy efficiency. Filters shall be supplied by the successful Contractor and must be, at minimum, the 30% - 40% pleated type. The filters included under this service are itemized on the List of Maintained Equipment. In the event the air filter material or cleaning requires different frequencies than indicated (due to changes in operating conditions), recommendations will be made for approval to the AGENCIES Representative to adjust the frequencies and any associated price.

#### IV. Specific Services: Annual Maintenance

The contractor will perform scheduled annual preventive maintenance following a program of standard routines as determined by experience, equipment application, and equipment operating hours recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the AGENCIES's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. The contractor will also recommend additional service(s) to enhance equipment performance. The equipment included under this service is itemized in the List of Maintained Equipment section.

#### Air Cooled Condenser Coil Cleaning: Quarterly Basis

Improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles or dirt build-up by using a brush, high-pressure air, chemical with a low-pressure wash, or chemical with a high-pressure wash based on the condition of the outside environment and coil accessibility. The equipment included under this service is itemized in the List of Maintained Equipment.

#### Evaporator Coil and Cleaning: Quarterly Basis

The contractor will clean the air handling unit evaporator coils to help improve air circulation in the air distribution system and reduce dust and dirt. Coils will be cleaned at a mutually agreeable time between the Contractor and the AGENCIES Representative. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coils. The contractor will utilize industry-standard devices that allow the proper cleaning of evaporator coils. The equipment included under this service is itemized in the List of Maintained Equipment.



#### Operating Inspection: Monthly Basis

The contractor will provide this service to ensure that mechanical equipment continues operating efficiently with few operational disruptions during the season. The contractor will provide routine operating inspection(s) to check system performance following a program of standard routines determined by experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the provided List of Maintained Equipment.

#### Operating Inspection – Heating: Monthly Basis

This service will help ensure mechanical equipment continues operating efficiently, safely, and with few operational disruptions during the season. The contractor will provide routine operating inspection(s) to check system performance following a program of standard routines determined by experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment.

#### Operating Inspection – Cooling: Monthly Basis

This service will help ensure mechanical equipment continues operating efficiently, safely, and with few operational disruptions during the season. The contractor will provide routine operating inspection(s) to check system performance following a program of standard routines determined by experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment.

#### V. Chemical Service Scope of Work: Monthly Basis

This work aims to maintain the equipment per the manufacturer's recommendations and reduce downtime, repair cost, and equipment failure. The successful Contractor shall be wholly responsible for all chemical services provided, whether a sub-contractor or the successful Contractor performs the work. Additionally, if a sub-contractor is used, the Contractor shall identify the name of the entity that will perform the chemical service and the cost in Exhibit "A". This chemical service shall include all parts, equipment, chemicals, labor, and ongoing repairs required to provide adequate chemical service through the entire term of the proposed contract.

- o Provide service reports to include the system's current water and system status
- o Schedule as necessary all tower water tests.
- o Provide all water treatment chemicals to include the following:
  - a) JSC-68 Inhibitor
  - b) JSM-98 Bio Treatment
  - c) JSM-97 Bio Treatment
  - d) JSB-32P Close Loop Treatment

The Contractor shall include the monthly cost of chemical services in Exhibit "A".



## **ADDITIONAL SCOPE**

### **WATER SOURCE HEAT PUMP**

#### **Quarterly Operational**

1. Replace filters.
2. Visually check for leaks on the refrigerant circuit as well as the water circuit.
3. Check electrical circuit for rub outs or potential rub outs.
4. Check evaporator coil for cleanliness/damage.
5. Inspect condensate pan for debris or deficiencies.
6. Inspect blower section. Inspect belt if applicable.
7. Inspect drain lines and secondary drain pan for debris or deficiencies. Inspect condensate pump if applicable.
8. Start and test operations.
9. Check the temperature splits across the evaporator coil.
10. Verify thermostat set points.
11. Clean up and dispose of dirty filters.

#### **Annuals Comprehensive**

1. Replace filters.
2. Visually check for leaks on the refrigerant circuit as well as the water circuit.
3. Check electrical circuit for rub outs or potential rub outs.
4. Tighten all electrical connections.
5. Check evaporator coil for cleanliness/damage.
6. Inspect condensate pan for debris or deficiencies.
7. Inspect blower section. ~~Replace belt if applicable.~~
8. Inspect drain lines and secondary drain pan for debris or deficiencies. Inspect condensate pump if applicable.
9. Isolate the strainer and remove then clean.
10. Back flush the heat exchanger. Put the strainer back together. Open water valves and insure water flow.
11. Inspect flow switch for proper operations.
12. Start and test for proper operations.
13. Check the temperature split across the evaporator coil.
14. Check temperature in/out of heat exchanger.
15. Check voltages and amps.
16. Verify thermostat set points.
17. Clean up and dispose of dirty filters.

### **COOLING TOWER**

#### **Quarterly Operational**

1. LOTO cooling tower Fan, Spray pump/Circulating pump, and chemical feed system.
2. LOTO make up water.
3. Check belts for any cracks or abnormal wear.
4. Check pulleys for abnormal wear and grooving.
5. Check motor bearings.
6. Check fan blade/wheels for any cracks or deficiencies. Make sure the fans/wheels are clear of dirt and debris.
7. Check fan shafts and bearings for deficiencies.
8. Check condition of the fill.
9. Clean the strainer in the sump.
10. Remove the LOTO from the unit. Start up the Cooling Tower and check for proper operations.
11. Check for any abnormal vibrations or noises.
12. Report all deficiencies.



### **Annals Comprehensive**

1. LOTO cooling tower Fan, Spray pump/Circulating pump, and chemical feed system.
2. LOTO make up water.
3. Drain Cooling tower and clean out the sump as well as the strainer in the sump.
4. Spray off the fill and knock off and loose dirt and debris.
5. Check condition of the fill.
6. ~~Replace the belts on the fans. Align and set proper tension.~~
7. Check pulleys for abnormal wear and grooving.
8. Check motor bearings and grease motor.
9. Check fan blades/wheels for any cracks or deficiencies. Make sure the fans/wheels are clear of dirt and debris.
10. Check fan shafts and bearings for deficiencies. Grease bearings on fan shaft.
11. Remove LOTO from the unit. Start up the cooling tower and check for proper operations.
12. Check for any abnormal vibrations or noises.
13. Report all deficiencies.

### **BOILER**

#### **Quarterly Operational**

1. Visual inspection while boiler is running before we shut down. Check for any visible leaks, damage, or corrosion.
2. LOTO boiler.
3. Check the pressures coming in the loop from the makeup water. Make sure the pressure is reading the same as the indicated pressure on regulator.
4. Check the pressure relief for proper operations.
5. Inspect the air filter and wash.
6. Remove panels and inspect the blower wheels and cabinet.
7. Check the hot surface ignitor and flame rod sensor. Hot surface ignitor should have an ohm reading between 40-90 ohms.
8. Check operation of flow switch.
9. Place unit back into service, confirm proper operation.
10. Check air gap on expansion tank.

#### **Annual Comprehensive**

1. Visual inspection while boiler is running before we shut down. Check for any visible leaks, damage, or corrosion.
2. LOTO boiler.
3. Remove all panels from the boiler.
4. Inspect the air filter and clean.
5. Remove gas lines inside boiler.
6. Remove burner section and inspect burners and clean out soot that accumulates in the bottom of burner section. Clean burners.
7. Record any deficiencies found in burner section.
8. Put burner section back together as well as gas lines.
9. Replace the hot surface ignitor and flame rod sensor.
10. Isolate the boiler water piping and drain boiler.
11. Remove the low water cut out and clean.
12. Check flow switch for proper operation.
13. Check the coupling on the circulating pumps for abnormal wear.
14. Put panels back in unit and start up boiler.
15. Check the make-up water inlet pressure and outlet pressure. Insure proper operations.
16. Check reliefs on boiler.
17. Set air gap on expansion tank.
18. Check gas pressure adjust to proper gas flow.
19. Check safeties for proper operations.



20. Place unit back into operation, confirm proper operation.

## **AIR COMPRESSOR**

### **Quarterly Operational**

1. Blow down tank and traps, check tank check valve if applicable
2. Check tank auto-drain and verify proper operation
3. Check air dryer(s) for proper operation; clean condenser annually
4. Check belt drive and sheaves for alignment
5. Check belt for cracks and signs of wear; adjust as needed
6. Check oil level in compressor
7. Lubricate motor bearings if applicable
8. Check electrical and controls including, but not limited to, pressure controls, motor starter(s), relays, and safety switches.

### **Annual Comprehensive**

1. Blow down tank and traps, check tank check valve if applicable
2. Check tank auto-drain and verify proper operation
3. Check air dryer(s) for proper operation; clean condenser
4. ~~Replace drive belt, set tension, and align pulleys.~~
5. Drain and replace oil and oil filter
6. Replace in-line filters
7. Check and adjust PRV setting as necessary
8. Lubricate motor bearings if applicable
9. Check electrical and controls including, but not limited to, pressure controls, motor starter(s), relays, and safety switches.
10. Check tank relief valve(s)

## **CHILLER AIR-COOLED**

### **Bi-Monthly Operational**

1. Check compressor motor starter(s) or contactor(s) for wear and pitting
2. Check compressor motor amps and voltages while chiller is running
3. Check electrical connections in main control panel
4. Check safeties and controls; test as possible
5. Check operating chilled water return temperature
6. Check operating chilled water supply temperature
7. Check unit for evidence of refrigerant and water leaks
8. Check condenser fan operation and staging
9. Review interface display for anomalies and alarms

### **Annual Comprehensive**

1. Check compressor motor starter(s) or contactor(s) for wear and pitting
2. Check operation of flow switches and external lockouts
3. Check condition of timers and relays
4. Check and tighten electrical connections in main control panel
5. Check oil level and verify operation of lubrication system
6. Record compressor motor amps and voltages while the chiller is running
7. Check safeties and controls; test as possible
8. Record all operating temperatures and pressures at current load
9. Megger test compressor motor; record readings
10. Check refrigerant charge
11. Wash condenser coils
12. Check chiller for evidence of refrigerant and water leaks
13. Take oil sample for lab analysis if specified
14. Review interface display for anomalies and alarms



## **CHILLER WATER-COOLED ROTARY SCREW**

### **Bi-Monthly Operational**

1. Check electrical and control panels for signs of overheating or obvious damage
2. Check compressor oil level
3. Check oil heater operation
4. Check all safety devices and test as applicable
5. Visually check for evidence of refrigerant and oil leaks.
6. Test run the chiller and log the operating conditions
7. Check the oil return system and verify proper operation
8. Analyze chiller log and unit performance
9. Consult with customer and report any deficiencies

### **Annual Comprehensive**

1. Compressor/motor assembly maintenance:
  - Visually inspect for evidence of oil and refrigerant leaks
  - Megger test compressor windings and record readings
  - Measure and record voltage
  - Measure and record operating current
2. Compressor oil system maintenance:
  - Check oil level via the site glass as applicable
  - Change oil filter as applicable
  - Remove oil sample for lab analysis and provide report documenting the results
  - Check oil heater operation
  - Check oil pump operation
  - Measure and record oil pressure
3. Control Panel Maintenance:
  - Check all components for signs of overheating or obvious damage
  - Tighten electrical connections as applicable
  - Review set-points for correct values
  - Check pressure transducers and temperature sensors for proper calibration as applicable
  - Review historical diagnostic information as applicable
  - Vacuum out the control panel to eliminate dust build up
4. Starter/VFD Maintenance
  - Check connections at line and load power terminals and tighten as necessary
  - Check all connections to control boards for tightness
  - Check, clean, or replace cabinet air filter as applicable
  - Check for historic diagnostics and review operating parameters as applicable.
  - Inspect starter contacts for wear as applicable
5. Condenser barrel maintenance:
  - Check flow switch operation
  - Check end bell flanges for evidence of water leaks
  - Check liquid line filter dryer and change as applicable
6. Cooler barrel maintenance:
  - Check flow switch operation
  - Check end bell flanges for evidence of water leaks
7. General Maintenance Items:
  - Conduct a leak check using an electronic leak detector
  - Operate the chiller and log the operating conditions
  - Repair any insulation removed for inspection and maintenance procedures
  - Analyze chiller log and unit performance
  - Consult with customer and report any deficiencies



### **Evaporative Cooler**

#### **Quarterly Operational**

1. Check operation of flat valve and dump valve
2. Check that pads are uniformly wet
3. Inspect pads for cleanliness, clean as necessary. Report if pads need replacing
4. Check belts, report if belts need replacing
5. Check pump operation
6. Flush drainage system
7. Drain and clean sump, if necessary
8. Inspect water strainer and clean if necessary
9. Grease blower shaft and bearings

### **Ice Machine**

#### **Quarterly Operational**

1. Clean and sanitize the water system.
2. Clean air filters on air-cooled models.
3. Check external filter system and change cartridges as needed.
4. Check inlet water valve screens.
5. Conduct bearing and auger inspection on extruded ice makers.
6. Conduct a visual inspection of components, controls, and wiring for oil spots, loose wires, loose fasteners, corrosion, etc.
7. Clean the bin interior and unit exterior.

### **Walk-in Freezer**

#### **Quarterly Operational**

1. Clean condenser coils annually
2. Clean evaporator coils, if necessary
3. Inspect electrical wiring and components
4. Clean fans and fan grills
5. Check thermostat vs. actual thermometer
6. Clean interior and door gaskets with mild detergent
7. Clean drain lines
8. Check door latch and gaskets are intact and working properly
9. If needed, thaw ice from coils
10. Listen to note any wobbles, rattles, or other unusual noises during operation





# Preventative Maintenance Service Agreement

**This agreement is issued to:**  
 San Bernardino International Airport Authority  
 1601 E. 3rd St.  
 San Bernardino, CA 92408  
 Attn: Shauntil Carvalho

**Covering the following equipment located at (some locations priced as an option):**

INLAND VALLEY DEVELOPMENT AGENCY (IVDA) 3 LOCATIONS		
1. DFAS Building 1	2. Administration Building #48	3. Building #58
SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) 14 LOCATIONS		
1. Building #673 (Domestic Terminal)	2. Building #610 (Guang Lin Café)	3. Building #730
4. Building #680 (Fire Station)	5. Building #697 (Cargo)	6. Building #674 (Offices)
7. Building #794 (Control Tower)	8. FBO Hangar	9. Building #759
10. IAF (3-Story Customs)	11. Building #339	12. Building #56
13. Sheriff's Hangar	14. Car Rental Facility	

**Contract Term:**  
 2023-2025; Optional 2025-2026 and 2026-2027

## IVDA

Year(s)	Period	Yearly Total	Annual Oil Analysis
Year 1	2023-2024	\$70,537.00	\$466.00
Year 2	2024-2025	\$72,653.00	\$480.00
Year 3	2025-2026	\$74,831.00	\$494.00
Year 4	2026-2027	\$77,077.00	\$509.00

**Eddy current testing add \$950.00 per chiller**

## SBIAA

Year(s)	Period	Yearly Total	Annual Oil Analysis
Year 1	2023-2024	\$117,432.00	1,049.00
Year 2	2024-2025	\$120,954.00	1,080.00
Year 3	2025-2026	\$124,583.00	1,112.00
Year 4	2026-2027	\$128,322.00	1,145.00

**Eddy current testing add \$950.00 per chiller**

## **FBO (Priced as an option)**

Year(s)	Period	Yearly Total	Annual Oil Analysis
Year 1	2023-2024	\$14,631.00	N/A
Year 2	2024-2025	\$15,070.00	N/A
Year 3	2025-2026	\$15,522.00	N/A
Year 4	2026-2027	\$15,988.00	N/A





**ADDITIONAL EQUIPMENT (Priced as an option)**

Year(s)	Period	Yearly Total	Annual Oil Analysis
Year 1	2023-2024	\$3,100.00	N/A
Year 2	2024-2025	\$3,193.00	N/A
Year 3	2025-2026	\$3,289.00	N/A
Year 4	2026-2027	\$3,387.00	N/A

**Inspection and Maintenance**

We agree to perform inspection and maintenance services as indicated below for a period of 2 year(s) as detailed in this agreement with an optional 3rd and 4th years.

The inspection and maintenance services to be performed as part of this agreement include:

1. Regular preventive maintenance (see Maintenance guideline).
2. Additional services may be included in the attachments to this agreement.

The services outlined in this agreement will be performed during normal working hours.

QUOTATION VALID FOR 60 DAYS FROM DATE OF SUBMITTAL

**THERMA APPROVAL**

Jose Jimenez  
Account Manager

DATE 6/1/23

Signature

**CUSTOMER ACCEPTANCE**

(Company Name)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE \_\_\_\_\_

Signature



## General Provisions

### CLARIFICATIONS:

#### Repair Service

Repair service requested by customer and not covered under contract, will be provided at our current hourly rate. Repair workmanship is guaranteed for **60** days from the date of repair.

#### Warranty Service

Warranty work will be provided during normal working hours.

#### Schedule of Payment

Payments are due as follows:

- Net 30 Terms
- Acceptable forms of payment are either: (a) Check or (b) ACH Transfer

### EXCLUSIONS:

There shall be no liability under this agreement for the following:

1. Structural alterations to the premises in which the equipment included is installed, necessary service, parts repair, or replacement as provided for in this agreement.
2. Any default, delay in performance, or extraordinary damage hereunder caused by any contingency beyond our control, including war, government restriction or restraints, strikes, fire, floods, or short or reduced supply of any material or furnished products.
3. Any consequential damages of any nature whatsoever, including damages arising because of or resulting from failure of a component part of the included equipment, or the inspection, maintenance, or repair of said equipment.
4. Any duplicate protection provided under any other existing warranty or contract.
5. System design or performance in maintaining design conditions except through failures of equipment specifically covered herein.
6. Failure to discover conditions necessitating repairs or replacement.
7. Fees associated with registering Therma as an approved Vendor and/or 3<sup>rd</sup> party accounting systems requiring fee registrations for payment. Therma reserves the right to recoup these costs from customer.

This agreement does not cover electrical service, ductwork, and insulation, recording instruments, water supply and drains, air volume adjustment, plumbing or piping, or work required by government and other codes and regulations, or any services performed beyond those specifically enumerated herein.

### CONDITIONS:

The only parties to this agreement are customer and THERMA.

While Therma is committed to providing First Class Service to our customers; we recognize that contractual agreements may not be mutually satisfactory; therefore, we offer term cancellation by either customer or contractor providing 30 days' notice; with or without cause.

This agreement shall be void if the included systems have been subject to misuse, negligence, accident, fire, lightning, windstorm, or vandalism, or if the equipment has been tampered with or altered in any way or operated contrary to the manufacturer's specifications. The services to be performed under this agreement are not a guarantee against obsolescence or normal wear. Nor shall inspections be construed as an approval or guarantee of the condition of the equipment. The warranties and obligations set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact including the implied warranties of merchantability and fitness for particular use.



## Attachment

### 2022-2023 HVAC CONTRACT LABOR RATES & RESPONSE

Therma's service staff is available to our customers twenty-four hours a day, seven days a week. A qualified repair technician and a field supervisor are on call after regular working hours and will be contacted by our emergency answering service as soon as your call is received. We offer a response time of two hours in most emergency conditions. In the event of extreme temperature conditions, such as heat spells and freezes, additional technicians will be placed on call as back-up.

Emergency calls, repairs, or services not included in preventative maintenance are billed additional, as authorized, at Therma's current contract customer labor rates. **Service calls are billed at a two-hour minimum.**

\*Pricing example based upon current street rates and **Preferred Contract Customer Rates.**

#### **Straight Time:**

Monday through Friday, 7:00 am to 3:30 pm

Unitary Mechanic	Street Rate - \$144.00 per hour	<b>Contract Customer Rate – \$129.00 per hour</b>
Chiller Mechanic	Street Rate - \$206.00 per hour	<b>Contract Customer Rate – \$176.00 per hour</b>
Controls Technician	Street Rate - \$206.00 per hour	<b>Contract Customer Rate – \$176.00 per hour</b>

#### **Overtime / Time and One Half:**

Saturday, Sunday, and Holidays all hours & Monday through Friday 3:30 pm to 7:00 am

Unitary Mechanics	Street Rate - \$215.00 per hour	<b>Contract Customer Rate - \$194.00 per hour</b>
Chiller Mechanic	Street Rate - \$309.00 per hour	<b>Contract Customer Rate - \$264.00 per hour</b>
Controls Technician	Street Rate - \$309.00 per hour	<b>Contract Customer Rate – \$264.00 per hour</b>

#### **Overtime / Double Time:**

All days and hours designated as double-paid service holidays, as applicable by union contracts

Unitary Mechanic	Street Rate - \$287.00 per hour	<b>Contract Customer Rate - \$259.00 per hour</b>
Chiller Mechanic	Street Rate - \$412.00 per hour	<b>Contract Customer Rate - \$352.00 per hour</b>
Controls Technician	Street Rate - \$412.00 per hour	<b>Contract Customer Rate – \$352.00 per hour</b>

#### **Truck Charge:**

\$55.00 per call

\*All labor rates are based on current Union Contracts and are subject to change annually

**24/7 SERVICE: (877) 247-THERMA**



## IVDA TABULATION OF BIDS

Bid: RFP 2023-003: HVAC System Maintenance  
Due Date: 04/01/2023 @ 10:00 AM



Number of Bids Sent: 32

Number of Job Walk Attendees: 6

Number of Bids Received: 3

VENDOR:		ACCO Engineered Systems Inc.				GSH Company				Therma ,LLC			
PHONE:		800-998-2226				213-236-3689				626-771-7627			
CONTACT:		David Cellini				Monika Smutko				Jose Jimenez			
ITEM	SERVICE DESCRIPTION	Year One Total:	Year Two Total:	Optional Year Three	Optional Year Four	Year One Total:	Year Two Total:	Optional Year Three	Optional Year Four	Year One Total:	Year Two Total:	Optional Year Three	Optional Year Four
1	Monthly Preventative Maintenance	\$14,234.00	\$14,661.00	\$15,100.00	\$15,554.00	\$21,223.26	\$21,794.84	\$22,495.72	\$23,177.69	\$4,800.00	\$4,944.00	\$5,092.00	\$5,245.00
2	Bi-monthly Preventative Maintenance	\$26,544.00	\$27,350.00	\$28,171.00	\$29,016.00	\$118,850.24	\$122,051.12	\$125,976.02	\$129,795.06	\$41,039.00	\$42,270.00	\$43,538.00	\$44,844.00
3	Quarterly Maintenance	\$4,720.00	\$4,862.00	\$5,008.00	\$5,158.00	\$54,119.30	\$55,576.85	\$57,364.08	\$59,103.11	\$8,402.00	\$8,654.00	\$8,913.00	\$9,181.00
4	Annual Maintenance	\$17,680.00	\$7,910.00	\$8,148.00	\$8,392.00	\$18,039.77	\$18,525.62	\$19,121.36	\$19,701.04	\$16,296.00	\$16,785.00	\$17,288.00	\$17,807.00
5	Annual Oil Analysis Cost	\$400.00	\$412.00	\$424.00	\$437.00	\$720.00	\$741.60	\$763.85	\$786.76	\$466.00	\$480.00	\$494.00	\$509.00
6*	Eddy Current Testing									\$2,850.00	\$2,850.00	\$2,850.00	\$2,850.00
Total Service Cost:		\$63,578.00	\$55,195.00	\$56,851.00	\$58,557.00	\$212,952.57	\$218,690.03	\$225,721.03	\$232,563.66	\$73,853.00	\$75,983.00	\$78,175.00	\$80,436.00
4 Year Contract Total:		\$234,181.00				\$889,927.29				\$308,447.00			
Total Misc. Cost: Years 1-4		Hourly Rates:	Estimated Hours per Year (for example purposes only):		Total:	Hourly Rates:	Estimated Hours per Year (for example purposes only):		Total:	Hourly Rates:	Estimated Hours per Year (for example purposes only):		Total:
Normal Hourly Rate		\$ 424.00	24		\$ 10,176.00	\$ 181.00	24		\$ 4,344.00	\$ 129.00	24		\$ 3,096.00
After-hours Hourly Rate		\$ 720.00	24		\$ 17,280.00	\$ 272.25	24		\$ 6,534.00	\$ 194.00	24		\$ 4,656.00
Weekend On-call Hourly Rate		\$ 848.00	24		\$ 20,352.00	\$ 272.25	24		\$ 6,534.00	\$ 194.00	24		\$ 4,656.00
Holiday Hourly Rate		\$ 848.00	24		\$ 20,352.00	\$ 363.00	24		\$ 8,712.00	\$ 259.00	24		\$ 6,216.00
Chiller Tech Normal Hourly Rate										\$ 176.00	8		\$ 1,408.00
Chiller Tech Over-Time Rate										\$ 264.00	8		\$ 2,112.00
Chiller Tech Double-Time Rate										\$ 352.00	8		\$ 2,816.00
Total Service Cost:		\$68,160				\$26,124				\$24,960			
Parts Mark up %		20%				15%				15%			

\*Therma provided additional costs for item no. 6 (Eddy Current Testing) \*Therma provided additional rates for Chiller Tech

**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.

///

**[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:

\_\_\_\_\_  
Jennifer Farris, 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 14, 2023**

**ITEM NO: 13**

**PRESENTER: Michael Burrows, Chief Executive Officer**

**SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) THROUGH JUNE 30, 2023**

### **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, 2023.

### **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 2022/23.

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, 2023– IVDA Focal Areas



JPA Obligations

UAS Center at SBD

Annual ROPS

Alliance-California Obligations

Northgate Development

Gateway South Development

Economic Development  
Programs

Airport Gateway Specific Plan

Sterling Avenue

3<sup>rd</sup> & 5<sup>th</sup> Street Corridor

Grant Programs & Initiatives



# Inland Valley Development Agency

## Action Plan for IVDA (06/30/23)

Month	Key Initiative	Key Resources	Completion Date
January, 2023	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, 2023
February, 2023	Annual Audit File Annual ROPS	IVDA Board & Committee, CEO, Director of Finance, Staff	February 28, 2023
March, 2023	Northgate Development Update	IVDA Board & Committee, CEO, Director of Finance, Staff	March 31, 2023
April, 2023	Economic Development Initiatives	IVDA Board & Committee, Project Manager; Director of Finance, Clerk of Board, Staff	April 30, 2023
May, 2023	Draft Annual Budget Preparation; Grant Initiatives	IVDA Board & Committee, CEO, Director of Finance, Staff	May 31, 2023
June, 2023	Adopt Annual Budget	IVDA Board & Committee, CEO, Director of Finance, Staff	June 30, 2023

# IVDA Action Plan – Implementation



June 2023

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  
Gateway South Development

Economic & Community  
Development Initiatives

Airport Gateway Specific Plan  
Sterling Avenue  
3<sup>rd</sup> Street Corridor

Annual Business Plan  
Update

