

INLAND VALLEY DEVELOPMENT AGENCY

REGULAR MEETING AGENDA

WEDNESDAY, JULY 10, 2024

5:00 PM

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



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

Phillip Dupper, Chairperson

Mayor, City of Loma Linda

Frank J. Navarro, Vice-Chairperson

Mayor, City of Colton

Joe Baca, Jr., Secretary

Supervisor, County of San Bernardino

BOARD MEMBERS:

John Echevarria

Mayor Pro Tem, City of Colton

Rhodes Rigsby

Councilmember, City of Loma Linda

Helen Tran

Mayor, City of San Bernardino

Jesse Armendarez

Supervisor, County of San Bernardino

Juan Figueroa

Councilmember, City of San Bernardino

Sandra Ibarra

Councilmember, City of San Bernardino

ALTERNATE BOARD MEMBERS:

Vacant

City of Colton

Rhonda K. Spencer-Hwang

Councilmember, City of Loma Linda

Fred Shorett

Mayor Pro Tem, City of San Bernardino

Dawn Rowe

Supervisor, County of San Bernardino

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

ORDER OF BUSINESS - CLOSED SESSION

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

A. CALL TO ORDER / ROLL CALL

B. CLOSED SESSION PUBLIC COMMENT

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

C. CLOSED SESSION

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

a. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8

Property: Portions of Former Norton AFB Building No. 58

Negotiating Parties: Michael Burrows, IVDA Chief Executive Officer, and Sid Osborn, Senior Director, Cushman & Wakefield

Under negotiations: Instructions will be given to the IVDA negotiator concerning availability of property, terms and price.

D. REPORT ON CLOSED SESSION

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

ORDER OF BUSINESS - OPEN SESSION

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

E. ITEMS TO BE ADDED OR DELETED

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

F. CONFLICT OF INTEREST DISCLOSURE

1. POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF JULY 10, 2024
[**PRESENTER:** Jillian Ubaldo, Clerk of the Board; **PAGE#:** 006]

G. INFORMATIONAL ITEMS

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

2. Informational Items

- 2a. INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER REPORT
[**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#:** 013]

- 2b. INFORMATIONAL ITEMS – REPORT ON THE INLAND VALLEY INFRASTRUCTURE CORRIDOR
[**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#:** 014]

H. BOARD CONSENT ITEMS

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

3. RECEIVE REGISTER OF DEMANDS – JULY 10, 2024
[**PRESENTER:** Mark Cousineau, Director of Finance **PAGE#:** 016]
4. RECEIVE AND FILE CASH REPORT FOR MAY 31, 2024 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)
[**PRESENTER:** Mark Cousineau, Director of Finance **PAGE#:** 020]

5. AWARD A CONSTRUCTION CONTRACT TO AEC MORENO CORPORATION IN AN AMOUNT NOT TO EXCEED \$28,500 FOR DFAS 1: TRASH ENCLOSURE PROJECT
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 023**]
6. AUTHORIZE STAFF TO ADVERTISE FOR THE STERLING AVENUE UPGRADE PROJECT, PURSUANT TO U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT NO. 07-01-07779 SUBJECT TO EDA APPROVAL
[PRESENTER: Myriam Beltran, Manager of Planning and Programs **PAGE#: 036**]
7. APPROVE MEETING MINUTES: JUNE 12, 2024
[PRESENTER: Jillian Ubaldo, Clerk of the Board **PAGE#: 039**]

I. BOARD ACTION ITEMS

8. APPROVE THE FORM OF A LEASE AGREEMENT WITH THE LOCAL AGENCY FORMATION COMMISSION FOR A PORTION OF BUILDING NO. 48
[PRESENTER: Darrell Hale, Property Manager **PAGE#: 047**]
9. REVIEW AND ADOPT THE STATE OF CALIFORNIA MANDATED WORKPLACE VIOLENCE PREVENTION PLAN
[PRESENTER: Catherine Pritchett, Director of Administration **PAGE#: 074**]
10. CONSIDER AND DISCUSS A REPORT ON ANNUAL BUSINESS PLAN PROGRESS
[PRESENTER: Jillian Ubaldo, Clerk of the Board **PAGE#: 094**]
11. REVIEW STATUS OF THE ACTION PLAN FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) THROUGH DECEMBER 31, 2024
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 095**]

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, August 14, 2024.

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: July 10, 2024</p> <p>ITEM NO: 1</p> <p>PRESENTER: Jillian Ubaldo, Clerk of the Board</p>
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SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF JULY 10, 2024

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

PREPARED BY:	Jillian Ubaldo
CERTIFIED AS TO AVAILABILITY OF FUNDS:	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):

<u>Agenda Item No.</u>	<u>Contractors/Tenants</u>	<u>Subcontractors/Subtenants</u>
C.a.	<u>Cushman & Wakefield, Inc.</u> Dan Broderick, CEO Bregan Herrold, CFO Jessie Waller, Secretary	None.
5.	<u>AEC Moreno Corporation</u> Hector Moreno, CEO/RMO	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;

(iv) There is otherwise a regular and close working relationship between the entities; or
(C) A controlling owner (50% or greater interest as a shareholder or as a general partner)
in one entity also is a controlling owner in the other entity.

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

HISTORY

1. New section filed 5-26-2006; operative 6-25-2006. Submitted to OAL for filing pursuant to
Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924,
California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992
(FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements
and not subject to procedural or substantive review by OAL) (Register 2006, No. 21). For prior
history of section 18438.5, see Register 85, No. 8.

2. Amendment filed 8-12-2014; operative 9-11-2014 pursuant to title 2, section 18312(e)(1) of
the California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair
Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California
Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC
regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not
subject to procedural or substantive review by OAL) (Register 2014, No. 33).



TO: Inland Valley Development Agency Board

DATE: July 10, 2024

ITEM NO: 2a

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER REPORT

SUMMARY

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

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: July 10, 2024

ITEM NO: 2b

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: INFORMATIONAL ITEMS – REPORT ON INLAND VALLEY INFRASTRUCTURE CORRIDOR

SUMMARY

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

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

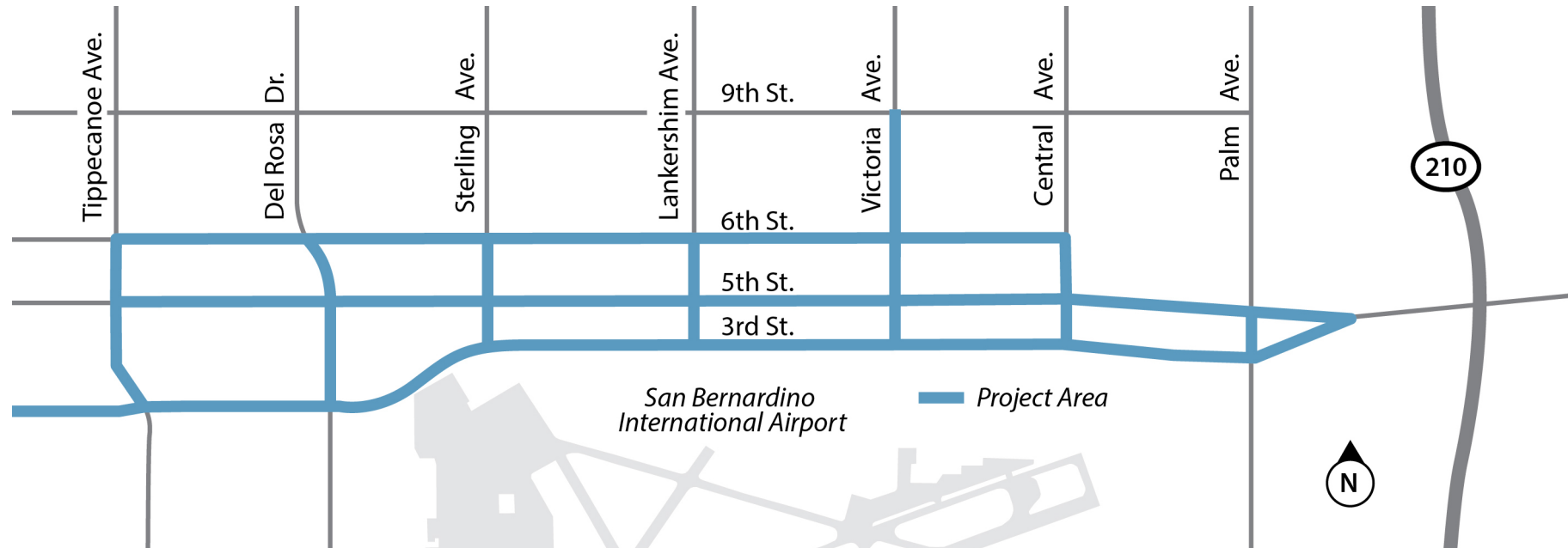
BACKGROUND INFORMATION


None.

Attachments:

1. Site Map.

Inland Valley Infrastructure Corridor



	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: July 10, 2024</p> <p>ITEM NO: 3</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: RECEIVE REGISTER OF DEMANDS - JULY 10, 2024

SUMMARY

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

RECOMMENDED ACTION(S)

Receive for information.

FISCAL IMPACT

Disbursements for amounts due in June 2024.

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

BACKGROUND INFORMATION

Total disbursement activities for June 2024 amount to \$115,278.74 that include the following.

- **Professional Services:** California Strategies & Advocacy LLC; D&A Consulting; D/AQ Corporation; Desmond & Louis Inc.; Innovative Federal Strategies LLC; Mirau Edwards Cannon Lewin & Tooke LLP; Terry Parish, and Zenaida Global were paid \$83,668.01.
- **Capital Projects Cost:** None.
- **Utilities:** City of SB Water Department and Utility Telecom Group LLC were paid \$14,176.55.
- **Employees Benefits:** American Fidelity Assurance Company was paid \$3,495.58.

Attachments:

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

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

Line	Company Name	Description	Amount
1	Airspace Link, Inc.	FlySafe for Airports Program software	\$ 9,500.00
2	American Fidelity Assurance Company	Employee supplemental benefits	3,495.58
3	California Strategies & Advocacy LLC	Professional lobbying and related consulting services	5,000.00
4	CDW Government LLC	IT equipment	915.99
5	City of SB Water Department	Water and sewer services	12,278.95
6	D&A Consulting	Professional services - UAS Center drone standards	2,100.00
7	D/AQ Corporation	Professional brokerage services for Building 58	45,080.83
8	Desmond & Louis Inc.	Professional event services agreement for marketing and media	4,000.00
9	Ewing Irrigation Products Inc.	Landscape and irrigation supplies	239.37
10	Innovative Federal Strategies LLC	Federal legislative advocacy services	5,000.00
11	K&L Hardware and Plumbing Supply Inc	Maintenance, tools, and supplies	215.24
12	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	6,187.50
13	Staples Contract & Commercial LLC	Office supplies	3,068.00
14	Terry Parisher	Professional services to provide consulting to UAS Center on drone policy creation for public and private entities	3,450.00
15	Utility Telecom Group LLC	Ethernet and phone services for Building 48	1,897.60
16	Zenaida Global	Professional consulting services - UAS Center at SBD	12,849.68
	Total		\$ 115,278.74

VISA Breakdown

May 2024

IVDA

Line	Description	Vendor	Dept.	Amount
1	Refreshments for Clerk's Week employee engagement	Target	COB	46.21
2	Refreshments for Clerk's Week employee engagement	Smart & Final	COB	187.61
3	Registration for M. Sutton and J. Ubaldo for 2024 Women's Leadership Summit	Municipal Management Association of Southern CA	COB	310.00
4	Quickbooks finance software	QuickBooks	Finance	799.75
5	Renewal for finance publication subscription	Government Finance Office	Finance	160.00
6	Quickbooks finance software	QuickBooks	Finance	799.75
7	Employee get well flower arrangement	1-800-Flowers	HR	62.47
8	Munipal law book suggested by legal counsel	UCLA CEB	HR	559.62
9	Secure HR fax line	Interfax	HR	9.50
10	Employee congratulations	1-800-Flowers	HR	70.67
11	Supplies for staff engagement	Target	HR	49.59
12	Refreshments for safety meeting	Farmer Boys	HR	78.64
13	Overhead LED lightbulb for replacement at the landfill	The Home Depot	Maintenance	171.23
14	Lighting supplies (power connector cord, surface mounts, LED tape light) for Building 48	1000Bulbs	Maintenance	339.09
15	CEO meetings with Department Managers	Panera Bread	Admin	108.51
16	Conference phone line for Building 48	Free Conference Call	Admin	10.00
17	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
18	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
19	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
20	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
21	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
22	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
23	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
24	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
25	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
26	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
27	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
28	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
29	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
30	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
31	Drone pilot Part 107 Certification exam	PSI Services	UAS	175.00
32	Drone pilot Part 107 Certification exam	PSI Services	UAS	(175.00)
33	Airfare to Washington for UAS Center meetings	United	Admin	697.85
34	Lodging for K. Benson UAS meeting	Residence Inn	UAS	203.67
				\$ 7,114.16
	VISA Statement Balance			\$ 7,114.16
	Date Prepared: 07/02/2024			



TO: Inland Valley Development Agency Board

DATE: July 10, 2024

ITEM NO: 4

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE AND FILE CASH REPORT FOR MAY 31, 2024 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)

SUMMARY

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

RECOMMENDED ACTION(S)

Receive and file Cash Report for May 31, 2024 for the Inland Valley Development Agency (IVDA).

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

Attached is the Cash Report for May 31, 2024, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$33,904,922.03 on May 31, 2024. Banks' statements reflect \$34,199,284.90. The difference in totals is due to the outstanding checks on May 31, 2024.

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

Attachments:

1. Cash Report for May 31, 2024.

Inland Valley Development Agency

Cash Report May 31, 2024

IVDA JPA CASH


<u>Cash</u>	Balance 04/30/24	Activities	Balance 05/31/24
<i>MMKT/ Savings Account - CHASE Bank</i>	2,331,859.52	(424,914.40)	1,906,945.12
<i>Checking Account - CHASE Bank</i>	1,408,357.74	1,892,564.30	3,300,922.04
Deposits In Transit:			
Beginning	91,177.20	(91,177.20)	-
Ending	-	-	-
Outstanding Checks:			
Beginning	(229,438.76)	229,438.76	-
Ending		(294,362.87)	(294,362.87)
<i>Payroll Account - CHASE Bank</i>	945.37	(395.77)	549.60
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
<i>BRORF Account - CHASE Bank</i>	3,555,798.00	149.91	3,555,947.91
<i>Cash with Fiscal Agent- MECLT Trust</i>	85,905.38	218,921.77	304,827.15
Subtotal	7,244,604.45	1,530,224.50	8,774,828.95
<u>Investments</u>			
<i>Local Agency Investment Funds - Regular Account</i>	79,199.30	-	79,199.30
<i>Local Agency Investment Funds - Bond Account</i>	126,891.96	-	126,891.96
Total	206,091.26	-	206,091.26
Subtotal JPA Cash & Investments	7,450,695.71	1,530,224.50	8,980,920.21

IVDA SUCCESSOR AGENCY CASH

<i>RORF Account -CHASE Bank</i>	293,014.71	7,981,834.00	8,274,848.71
<u>Investments Held With Fiscal Agent</u>			
Special Fund - US Bank - 2014 series	15.96	-	15.96
Interest Account - US Bank - 2014 series	0.01	-	0.01
<i>Reserve Account- US Bank - 2014 series</i>	16,648,994.03	68.43	16,649,062.46
<i>Principal Account - US Bank- 2014 series</i>	-	-	-
<i>2011 Project Fund - US Bank - 2014 series</i>	74.68	-	74.68
Subtotal SA Cash & Investments	16,942,099.39	7,981,902.43	24,924,001.82
Total Cash and Investments	\$ 24,392,795.10	9,512,126.93	\$ 33,904,922.03

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


Mark Cousineau, Director of Finance

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: July 10, 2024</p> <p>ITEM NO: 5</p> <p>PRESENTER: Jeff Barrow, Director of Development</p>
---	---

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO AEC MORENO CORPORATION IN AN AMOUNT NOT TO EXCEED \$28,500 FOR DFAS 1: TRASH ENCLOSURE PROJECT

SUMMARY

The award of this construction contract would authorize AEC Moreno Corporation to construct a new trash enclosure at the DFAS 1 Building.

RECOMMENDED ACTION(S)

Award a construction contract to AEC Moreno Corporation in an amount not to exceed \$28,500 for DFAS 1: Trash Enclosure Project; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for this project is included in the approved Inland Valley Development Agency (IVDA) Fiscal Year 2024-2025 Budget in the Capital Projects Fund, Account 52554 – Tenant Improvements – DFAS 1 Building, for \$400,000 of which \$28,500 is allocated to this project.

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

BACKGROUND INFORMATION

The DFAS 1 Building is located at 1111 E Mill Street in San Bernardino, CA. Throughout the years, the DFAS 1 Building has been a great source of revenue for the Inland Valley Development Agency (IVDA). Currently, occupants of the DFAS 1 Building and occupants of the DFAS 2 Building share the same trash enclosure, creating a trash overflow issue. It is recommended that the IVDA Board approve this line action to create separate trash disposal areas between the two Buildings and to accommodate the growing waste disposal needs of the DFAS 1 Building. The new trash enclosure will better serve the needs of the current and future tenants of the DFAS 1 Building.

Among the work is the demolition of existing concrete and asphalt, pouring of a new 6" concrete slab, curb, and footings, and the construction of a new 8' x 15' double wide, split faced block, trash enclosure with metal doors. The trash enclosure construction shall be performed per City of San Bernardino, Standard Development Requirements and per City Engineering Standard 508.

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

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

- AEC Moreno Corporation \$28,500.00
- Leonida Builders \$68,000.00
- Jergensen Construction \$116,816.05

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

Staff recommends the Board approve the above recommended actions.

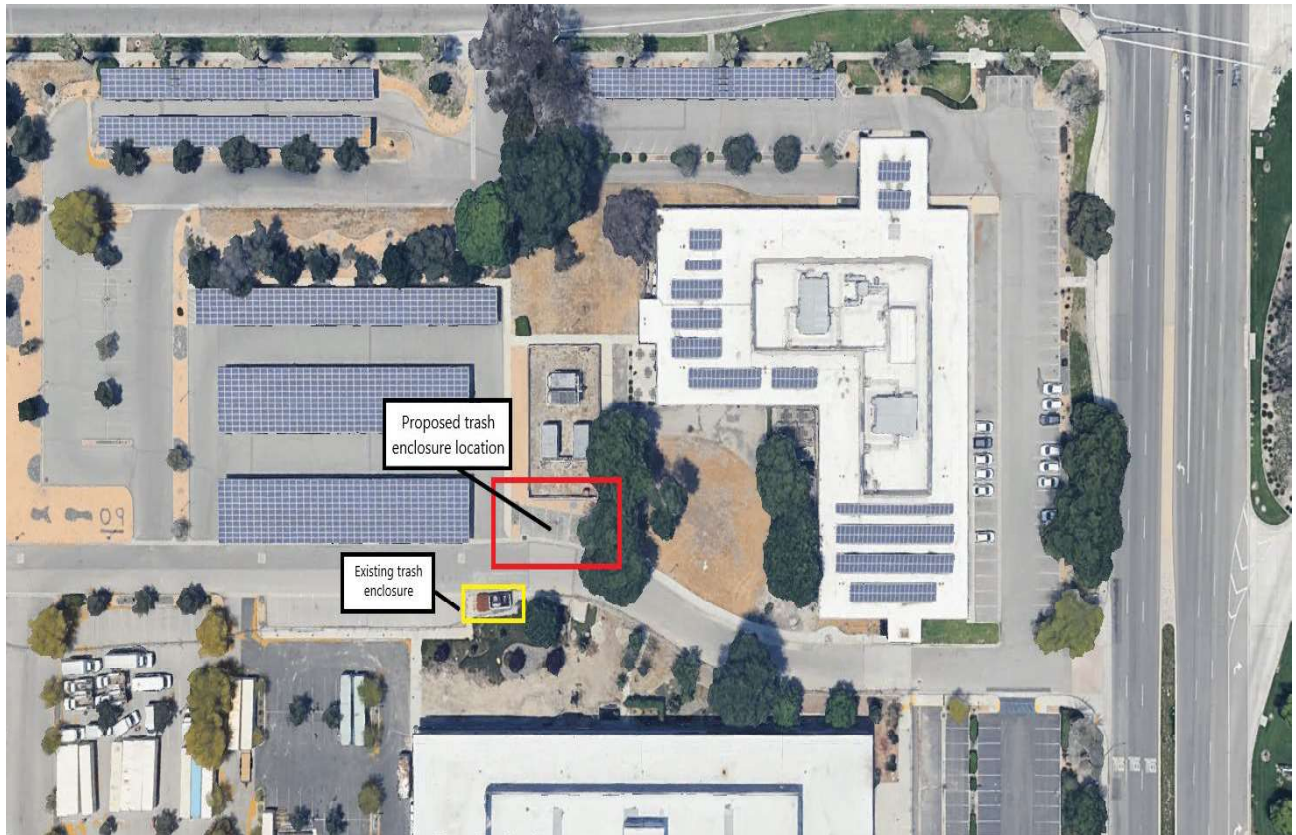
Attachments:

1. Site Map
2. Site Photo
3. City Standards
4. Contractors' Proposals



INLAND VALLEY DEVELOPMENT AGENCY

“EXHIBIT 1” SITE MAP



1601 East Third Street, Suite 100 San Bernardino, CA 92408
Phone: (909) 382-4100 Fax: (909) 382-4106



INLAND VALLEY DEVELOPMENT AGENCY

“EXHIBIT 2” SITE PHOTO

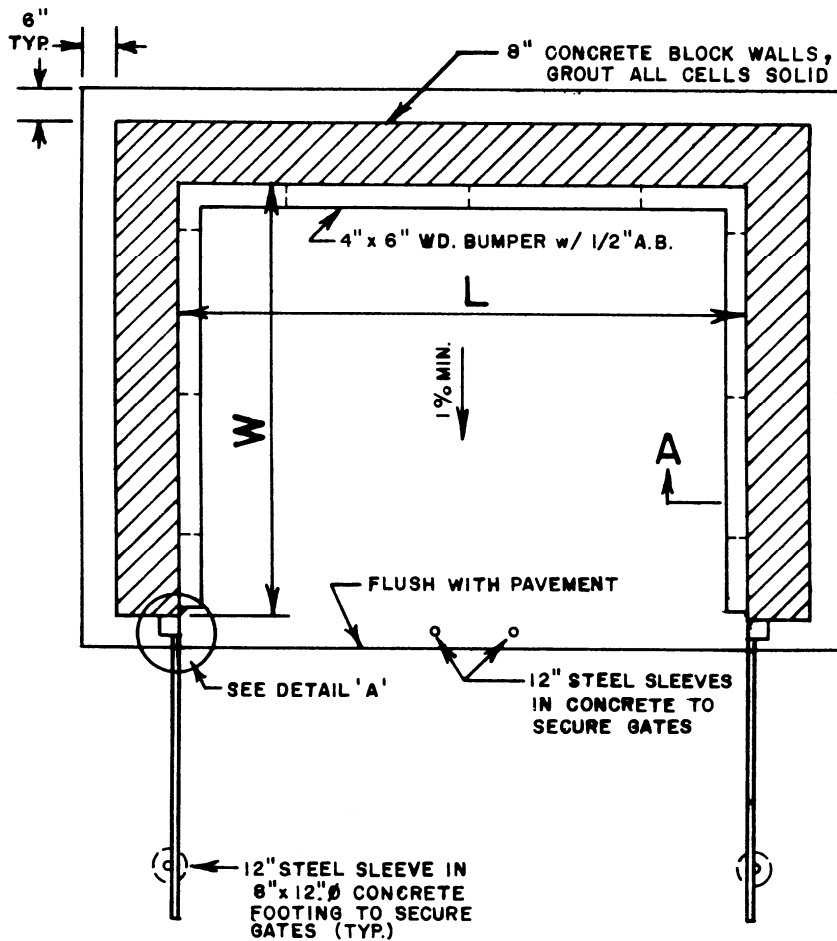




INLAND VALLEY DEVELOPMENT AGENCY

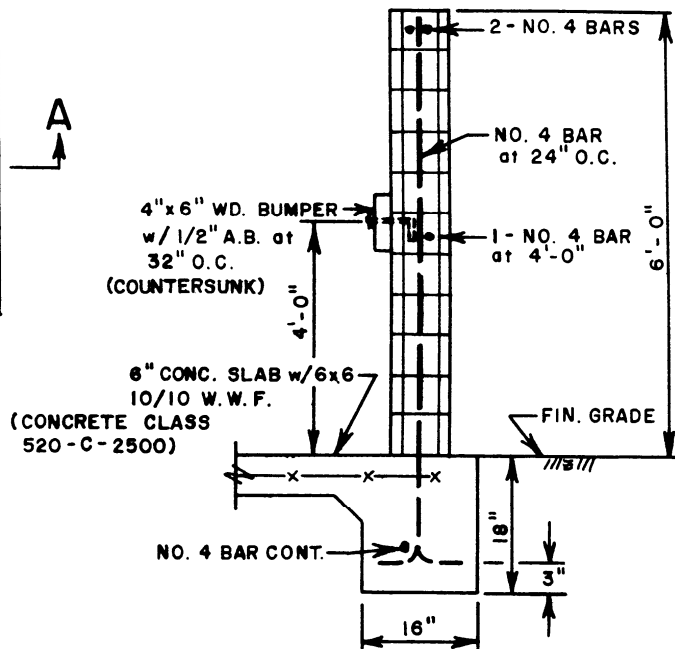
“EXHIBIT 3”

CITY STANDARDS

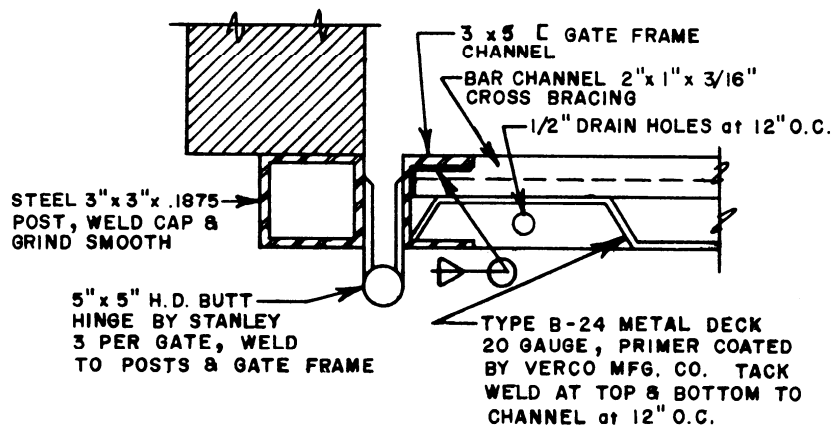


PLAN VIEW

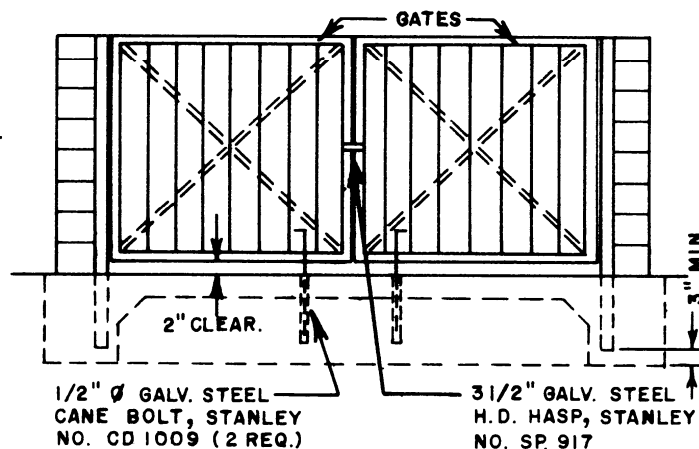
MIN. DIMENSIONS		
BIN SIZE	W	L
3 CY.	6'-8"	8'-8"
4 CY.	8'-0"	8'-8"
2-3 CY.	6'-8"	15'-0"
2-4 CY.	8'-0"	15'-0"



SECTION A-A



DETAIL 'A'



FRONT ELEVATION

NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
2. LOCATION SUBJECT TO THE APPROVED DEVELOPMENT PLANS.
3. WITHIN 5' OF COMBUSTIBLE CONSTRUCTION, INSTALL A AUTOMATIC FIRE SPRINKLER AS APPROVED BY FIRE DEPT.
4. CONCRETE BLOCK WALLS TO BE COMPATIBLE WITH BUILDING EXTERIOR.
5. SPECIFIED MANUFACTURER'S SHOWN OR APPROVED EQUAL.

CITY OF SAN BERNARDINO PUBLIC WORKS DEPT.

APPROVED **2-5-86**

REFUSE ENCLOSURE

[Signature]
DIRECTOR OF PUBLIC WORKS /
CITY ENGINEER

STANDARD
PLAN

508 028



CITY OF SAN BERNARDINO STANDARD DEVELOPMENT REQUIREMENTS

Front-load Bin Enclosures & Access

1. Minimum double-wide enclosures of 8 feet by 15 feet shall be required for all development to allow for dedicated recycling bins, except upon approval where potential waste generation or space is restricted. [Specifications adopted in accordance with Model Ordinance as required by CA PRC §42911]
2. Front-load compactor units must be contained in an enclosure large enough to hold the unit and one additional bin facing lengthwise.
3. Front-load bin and compactor enclosures must be constructed according to [City Engineering Standard 508](#). Rear or side pedestrian entry shall be provided on enclosures for all multi-unit residential development. Pedestrian entry on free-standing enclosures shall have a 4-foot width, no gate or door, and an 'L' shaped block screen the same height of the enclosure.
4. Pedestrian access from building exit to bin enclosure shall be a minimum 4 feet wide and continuously paved, without crossing curbs, steps, or driveways.
5. Enclosure pads shall be level to restrict bins from drifting and designed for proper drainage of surface water.
6. Enclosures must be at least 5' from combustible walls, eave lines, or openings.
7. Only bins and the contents therein for disposal may be stored in enclosures. All other equipment, fixtures, and materials such as electrical panels, circulation or exhaust ducts or vents, grease bins, or surplus supplies are strictly prohibited.
8. Enclosures shall be buffered with landscaping when viewable from public right-of-way, and vegetation shall not restrict gates or exceed height of enclosure. Include vegetation on landscape plans.



**CITY OF SAN BERNARDINO
STANDARD DEVELOPMENT REQUIREMENTS**

9. Enclosures shall be located with gates aligned for straight access for service vehicles.
10. Enclosures shall not obstruct drive aisles, driveways, loading zones, parking, handicap access, or visibility of cross-traffic from drive aisles, alleys, or streets. Location shall not cause service vehicle to block access drives during while bins are being serviced.
11. Enclosure gates shall not open into drive aisles, parking spaces, or walkways. Enclosures placed adjacent to parking shall be separated by a minimum 3-foot wide curbed area out to the farthest point of both gates, and designed to safely restrict gates from opening into parking spaces or landscaped areas.
12. Location, orientation, and dimensions of enclosures, enclosure gates, and pedestrian entry, shall be shown on site plans and labeled that construction shall meet City Engineering Standards.

June 24, 2024

Mr. Jeff Barrow
San Bernardino International Airport Authority
1601 East Third Street, Suite 100
San Bernardino, CA 92408
909.382.4100 ext. 152 office
909.831.4532 mobile
909.382.4106 fax
jbarrow@sbdairport.com
www.sbdairport.com

Construction Bid Proposal: **DFAS 1 Trash Enclosure Project**

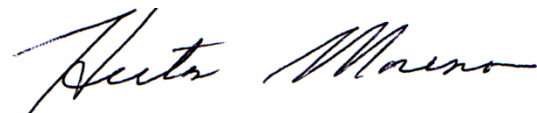
Dear Mr. Barrow,

AEC Moreno Corp. is pleased to offer construction services for the DFAS 1 Trash Enclosure Project to be located at the San Bernardino International Airport.

Based on the above paragraph, we have prepared the following estimates and proposed budgets for the project. We propose to furnish all necessary equipment and perform all labor to complete the work detailed in the attached "Bid-Proposal" sheet. Total construction cost will be **\$28,500.00 (Twenty Eight Thousand Five Hundred and 00/100 dollars)**.

Should this proposal meet with your approval and concurrence we are prepared to start work within (1) working day upon receipt of the signed contract. We appreciate the opportunity to assist you on this project. Please call us if you have any questions regarding these items.

Respectfully,

A handwritten signature in black ink that reads "Hector Moreno".

Hector Moreno
AEC Moreno Corp.
CSLB Lic. 1002896

“BID PROPOSAL”

AEC Moreno Corp. will furnish labor, materials, and equipment necessary to complete the following scope of work as listed below:

SCOPE OF WORK: DFAS 1 Trash Enclosure Project		FEE
1.	PLAN AND PERMITTING: Prepare and process a site plan and obtain the permit for the construction of a new trash enclosure as per City of San Bernardino Standards	\$1,500.00
1.	DEMOLITION OF EXISTIN CONCRETE AND ASPHALT: Furnish labor and equipment to demolish existing concrete and asphalt at proposed trash enclosure location.	\$4,000.00
2.	NEW 6” CONCRETE SLAB, CURB & FOOTING: Furnish labor, material, and equipment to form and pour a new 6” thick, 3,000 psi concrete slab, curb, and footing for proposed trash enclosure. (Scope of work considers a slab behind the trash enclosure 5’ x 15’ approximately)	\$7,500.00
3.	NEW 8’ X 15’ BLOCK TRASH ENCLOSURE: Furnish labor, material and equipment to construct a new 8’ x 15’ block trash enclosure with gates per City of San Bernardino Standards. Trash enclosure blocks to be split faced, blocks to best match existing mechanical service enclosure walls; color and finish (see photo attachment).	\$5,600.00
3.	FABRICATE, PRIME, AND PAINT METAL TRASH ENCLOSURE DOORS: Furnish labor and material to fabricate (2) 6’ H x 7’ W wrought iron metal gate doors as per city standard. Scope of work includes priming and painting (2) metal trash enclosure doors <i>Satin Black</i> , (2) coats of finish.	\$8,700.00
4.	TRASH AND CLEANUP: Clear and dispose of all spoils, trash, and debris.	\$1,200.00
Scope of work considers prevailing wage rates for labor.		TOTAL: \$28,500.00

EXCLUSIONS

1. Scope of work is limited to that listed above.
2. No lead or asbestos abatement is included.

June 24, 2024

Mr. Jeff Barrow
San Bernardino International Airport Authority
1601 East Third Street, Suite 100
San Bernardino, CA 92408
909.382.4100 ext. 152 office
909.831.4532 mobile
909.382.4106 fax
jbarrow@sbdairport.com
www.sbdairport.com

Construction Bid Proposal: **DFAS 1 Trash Enclosure Project**

“PAYMENT SCHEDULE”

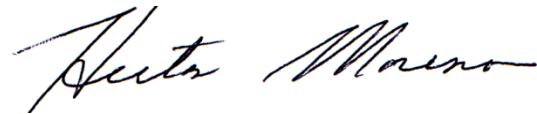
Owner agrees to pay Contractor a proposed total cash price **\$28,500.00 (Twenty Eight Thousand Five Hundred and 00/100 dollars)**.

Payment schedule is as follows: Progress payments to be made based on work completed as per schedule of values

“OWNER AUTHORIZATION”

CONTRACTOR SIGNATURE:

DATE: June 24, 2024



Hector Moreno
AEC Moreno Corp.
CSLB Lic. 1002896

By signing below as indicated, AEC Moreno Corp. is authorized to perform the work as listed on the “*Bid Proposal*” portion of this proposal.

OWNER / AUTHORIZED SIGNATURED:

DATE:

LEONIDA BUILDERS INC.

32023 Crown Valley Road
Acton, CA 93510
TEL: (909)275-3354 FAX: (951)566-4022
Licensed & Insured

PROPOSAL

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

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

PROPOSAL NUMBER | P-2693
PROPOSAL DATE | June 25, 2024

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
	San Bernardino Internationla Aiport-DFAS 1 Trash Enclosure The DFAS 1 Building is located at 1111 East Mill St, San Bernardino, CA 92408. The work includes the construction of a new double-wide 8' x 15' block wall with gates trash enclosure per City of San Bernardino, Standard Development Requirements for typical front-load bin enclosures and access, and per City Engineering Standard 508	1	LS	68,000.00	\$68,000.00
1	Demo existing concrete and asphalt, as needed, at proposed trash enclosure site location.				
2	Pour a new 6" thick, 3,000 psi concrete slab, curb, and footings for proposed trash enclosure.				
3	Construct a new 8' x 15' block trash enclosure per City of San Bernardino Standards.				
4	Construct curb returns with walk on each side of proposed trash enclosure.				
5	Clear and dispose of all spoils, trash, and debris.				
6	Trash enclosure blocks to be split faced, blocks to best match existing mechanical service enclosure walls; color and finish				
7	Metal trash enclosure doors to be primed and painted, Satin Black, (2) coats of finish, Owner to approve a paint submittal.				
	Addendum #1 acknowledged Performance Bond included.				
	Work to be performed Monday - Friday 7:00am - 3:30pm				
PROPOSAL IS ONLY VALID FOR 30 DAYS FROM THE ABOVE-CAPTIONED PROPOSAL DATE. IF PROPOSAL IS ACCEPTED, SEPARATE CONTRACT WILL FOLLOW.					
		Base Bid:			\$68,000.00
Exclusion: Limited to the scope of work listed above.		Alternative:			\$0.00
Note:		Base bid + Alternative:			\$68,000.00

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

Accepted by: _____
Date of Acceptance: _____

THANK YOU FOR YOUR BUSINESS!



JERGENSEN

CONSTRUCTION INC.

GENERAL ENGINEERING & GENERAL CONTRACTING

LICENSE A , B , C8 # 536592

PROPOSAL

DATE

6/20/2024

OWNER

INLAND VALLEY DEVELOPMENT AGENCY

PROJECT

DFAS 1 TRASH ENCLOSURE

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING :

15'X 8' TRASH ENCLOSURE PER SCOPE OF WORK DATED 6-12-2024 , CITY STANDARD 508

BASE BID

\$116,816.05

EXCLUDING

PERMIT COSTS , PLAN SUBMITTING, LANDSCAPING

ALL WORK TO BE DONE IN STRICT ACCORDANCE WITH UBC, DSA AND LOCAL CODES,
ALL MATERIAL IS TO BE PER PLANS AND SPECIFICATION UNLESS EXCLUDED ABOVE
ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES
ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST
WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME A CHANGE ORDER AND
ABOVE THE ESTIMATE, OWNER TO CARRY FIRE, THEFT AND COURSE OF CONSTRUCTION INSURANCE
OUR WORKERS ARE COVERED BY WORKMANS COMPENSATION INSURANCE. GENERAL LIABILITY
INSURANCE OF 100000. ADDITIONAL INSURED ENDORSEMENT IS AN ADDITIONAL FEE

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY
ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED

DATE

SIGNATURE

JERGENSENS CONSTRUCTION 9320 DAISY RD OAKHILLS CA 92345
760-947-4545 FAX 760-947-4550 MOBILE 760-792-0955



TO: Inland Valley Development Agency Board

DATE: July 10, 2024

ITEM NO: 6

PRESENTER: Myriam Beltran, Manager of Planning and Programs

SUBJECT: AUTHORIZE STAFF TO ADVERTISE FOR THE STERLING AVENUE UPGRADE PROJECT, PURSUANT TO U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT NO. 07-01-07779 SUBJECT TO EDA APPROVAL

SUMMARY

Approval of this item will allow staff to advertise a notice inviting bid for the Sterling Avenue Upgrade Project. The authorized scope of work for this project provides truck and pedestrian access to the north side of the San Bernardino International Airport from 3rd Street. The construction budget for this project is \$2,938,516, with an additional \$293,851 for contingencies. This project will be procured in accordance with the agency's policies and procedures and EDA guidelines.

RECOMMENDED ACTION(S)

Authorize staff to advertise for the Sterling Avenue Project, pursuant to U.S. Department of Commerce, Economic Development Administration (EDA) Grant No. 07-01-07779, subject to EDA approval.

FISCAL IMPACT

None. Funding for this project is included in the approved Inland Valley Development Agency (IVDA) Fiscal Year 2024-2025 Budget in the Capital Projects Fund, Account 50274 - Sterling Avenue Grant project in the amount \$3,506,913.

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

BACKGROUND INFORMATION

On August 10, 2022, the Inland Valley Development Agency (IVDA) Board approved a professional services agreement with Hernandez, Kroone & Associates, Inc., to provide the Performance of Professional Engineering and Construction Services for the Sterling Avenue Upgrade project.

Hernandez, Kroone & Associates is near finalization of the plans and specifications and cost estimate for the construction of the Sterling Avenue Project. This project includes construction of a slip lane along 3rd Street to deliver ingress and egress onto Perimeter Road at the north side of the airport. Ultimately, these improvements will also improve pedestrian safety and traffic circulation.

Approval of the above recommended action will provide the necessary authorization to allow staff to advertise for bids for the described work. Upon receipt of proposed bids, the lowest, responsible bid will be recommended to the IVDA Board for review and approval.

The federal share of this U.S. Department of Commerce, Economic Development Administration grant is \$3,051,513, and the local match is \$762,878 for a total budget of \$3,814,391. The local match requirement will be equally shared by the San Manuel Band of Mission Indians and Inland Valley Development Agency (IVDA), pursuant to the terms of the agreement on file. IVDA's share in the amount of \$381,439 is included in the 2024-25 budget.

Staff recommends the Board approve the above recommended action.

Attachments:

1. Project Exhibit

5



2

1

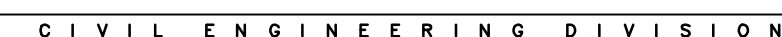


REVIEWED BY : _____ DATE : _____ 20____

REVIEWED BY : _____ DATE : _____ 20____

REVIEWED BY : _____ DATE : _____ 20____

S E A L



PROJECT AND SHEET TITLE

SHT	OF	SHTS
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TO: Inland Valley Development Agency Board

DATE: July 10, 2024

ITEM NO: 7

PRESENTER: Jillian Ubaldo, Clerk of the Board

SUBJECT: APPROVE MEETING MINUTES: JUNE 12, 2024

SUMMARY

Submitted for consideration and approval by the IVDA Board: Meeting minutes of the regular meeting held Wednesday, June 12, 2024.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held June 12, 2024.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

None.

Attachments:

1. June 12, 2024 meeting minutes.

INLAND VALLEY DEVELOPMENT AGENCY

REGULAR MEETING BOARD ACTIONS

WEDNESDAY, JUNE 12, 2024

5:00 P.M.

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



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

Board Members

City of Colton

Mayor Frank Navarro	Absent
Councilmember John Echevarria	Present
VACANT	

City of Loma Linda

Mayor Phillip Dupper, Chairperson	Present
Councilmember Rhodes Rigsby	Absent
Councilmember Rhonda K. Spencer-Hwang (alt)	Absent

County of San Bernardino

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

City of San Bernardino

Mayor Helen Tran	Present
Councilmember Juan Figueroa	Present
Councilmember Sandra Ibarra	Present (Arrived 5:10 p.m.)
Mayor Pro Tem Fred Shorett (alt)	Present (In Audience)

Staff Members and Others Present

Michael Burrows, Chief Executive Officer	Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin, & Tooke, LLP
Jeff Barrow, Director of Development	Darrell Hale, Property Manager
Catherine Pritchett, Director of Administration	Jillian Ubaldio, Clerk of the Board
Mark Cousineau, Director of Finance (via Zoom)	

The Regular Meeting of the Inland Valley Development Agency Board was called to order by Chairperson Phillip Dupper at approximately 5:03 P.M. on Wednesday, June 12, 2024, in the Main Auditorium of the Norton Regional Event Center, 1601 East Third Street, San Bernardino, California.

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

Roll call was duly noted and recorded.

Members of the Board and the public joined Mayor Tran in the Pledge of Allegiance.

B. **CLOSED SESSION PUBLIC COMMENT**

There was no closed session public comments.

C. **CLOSED SESSION**

Chairperson Phillip Dupper recessed to closed session at 5:04 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 5:18 P.M. Chairperson Dupper asked Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP if there were any reportable items. Mr. Lewin reported that there were none.

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

There were no items to be added or deleted.

F. **CONFLICT OF INTEREST DISCLOSURE**

1. Chairperson Phillip Dupper stated Board Members should note the item(s) listed which might require member abstentions.

There were no conflicts noted.

G. INFORMATIONAL ITEMS

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

2. Informational Items
 - a. Chief Executive Officer Report
 - b. Report on the Inland Valley Infrastructure Corridor
 - c. Report on Grant Initiatives
- 2a. Mr. Michael Burrows, Chief Executive Officer, informed Board Members and the community that the San Bernardino International Airport, which was once the Norton Air Force Base, was honored as the winner of the Environmental Protections Agency's Seventh Annual Federal Facility Excellence in Site Reuse Awards for Base Realignment and Closure.
- 2b. Mr. Burrows provided a brief update on the development of the EIR for the Inland Valley Infrastructure Corridor (IVIC) and are currently awaiting completion of the final two technical studies.
- 2c. Mr. Burrows provided a PowerPoint presentation on various Grant Initiatives and the status of ongoing projects.

H. BOARD CONSENT ITEMS

3. Receive Register of Demands – May 8, 2024
4. Receive Register of Demands – June 12, 2024
5. Receive and file Cash Report for March 31, 2024, for the Inland Valley Development Agency (IVDA)
6. Receive and file Cash Report for April 30, 2024, for the Inland Valley Development Agency (IVDA)
7. Approve Meeting Minutes: April 10, 2024

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

RESULT:	ADOPTED [UNANIMOUSLY]
MOTION/SECOND:	Baca / Tran
AYES:	Baca, Dupper, Echevarria, Figueroa, Ibarra, and Tran
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

I. **BOARD ACTION ITEMS**

8. Approve the form of a Lease Agreement with APD, Inc. for a portion of Building No. 58

Mr. Darrell Hale, Property Manager, gave a brief overview of the lease agreement and referenced a site map of Building 58 (as contained on page 070 in the Agenda Packet).

Supervisor Baca commented on the pivotal role staff plays in driving the agencies success in generating revenue.

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

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Baca / Tran
AYES: Baca, Dupper, Echevarria, Figueroa, Ibarra, and Tran
NAYS: None
ABSTENTIONS: None
ABSENT: None

9. Award a Construction Contract to AEC Moreno Corporation in an amount not to exceed \$105,000 for Building 58: New office space project

Mr. Jeff Barrow, Director of Development, provided a brief overview of the tenant improvements and referenced a detailed map of Building 58 (as contained on page 075 in the Agenda Packet).

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

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

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Baca / Ibarra
AYES: Baca, Dupper, Echevarria, Figueroa, Ibarra, and Tran
NAYS: None
ABSTENTIONS: None
ABSENT: None

10. Approve the Form of an Employment Agreement with Michael Burrows to serve in the capacity of the Chief Executive Officer

Mr. Michael Lewin, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, gave a report on the employment agreement for Mr. Michael Burrows to serve as the CEO. The report detailed the terms and compensation of Mr. Burrow's appointment.

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

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Tran / Baca
AYES: Baca, Dupper, Echevarria, Figueroa, Ibarra, and Tran
NAYS: None
ABSTENTIONS: None
ABSENT: None

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

Mr. Mark Cousineau, Director of Finance, gave a PowerPoint presentation of the proposed IVDA Successor Agency Budget for Fiscal Year 2024-2025 (as contained on pages 087-092 of the Agenda Packet).

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

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Baca / Ibarra
AYES: Baca, Dupper, Echevarria, Figueroa, Ibarra, and Tran
NAYS: None
ABSTENTIONS: None
ABSENT: None

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

Mr. Mark Cousineau, Director of Finance, gave a PowerPoint presentation of the proposed IVDA Joint Powers Authority Budget for Fiscal Year 2024-2025 (as contained on pages 095-117 of the Agenda Packet)

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

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Baca / Figueroa
AYES: Baca, Dupper, Echevarria, Figueroa, Ibarra, and Tran
NAYS: None
ABSTENTIONS: None
ABSENT: None

13. Approve Certain Professional Services Agreements for Fiscal Year 2024-2025.

Mr. Mark Cousineau, Director of Finance, provided a brief report on Agenda Item No. 13.

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

RESULT:	ADOPTED [UNANIMOUSLY]
MOTION/SECOND:	Baca / Ibarra
AYES:	Baca, Dupper, Echevarria, Figueroa, Ibarra, and Tran
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

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

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled “June 2024 – IVDA Focal Areas” (as contained on page 139-142 in the Agenda Packet) and provided a brief report.

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

J. **ADDED AND DEFERRED ITEMS**

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

Mr. Daniel Jivanjee, a member of the community, expressed his concerns regarding homelessness. He highlighted the growing number of individuals and families experiencing homelessness and the urgent need for comprehensive support services. His concerns emphasized the lack of affordable housing, mental health services, and job opportunities as contributing key factors.

L. **BOARD MEMBER COMMENT**

There were no Board Member comments.

M. **ADJOURNMENT**

There being no further business before the Board at this session, Chairperson Phillip Dupper declared the meeting adjourned at 6:14 P.M.

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

Jillian Ubaldo
Clerk of the Board



TO: Inland Valley Development Agency Board

DATE: July 10, 2024

ITEM NO: 8

PRESENTER: Darrell Hale, Property Manager

SUBJECT: APPROVE THE FORM OF A LEASE AGREEMENT WITH THE LOCAL AGENCY FORMATION COMMISSION FOR A PORTION OF BUILDING NO. 48

SUMMARY

The Local Agency Formation Commission for San Bernardino County has previously held its meetings at the Norton Regional Event Center. With the recent availability of office space in former Norton Air Force Base Building No. 48, LAFCO has expressed interest in also leasing office space. Under the terms of the proposed lease, LAFCO would lease approximately 1,280 square feet of interior areas in Building No. 48 (Norton Regional Event Center).

RECOMMENDED ACTION(S)

Approve the form of a lease agreement with the Local Agency Formation Commission for San Bernardino County for a portion of Building No. 48; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. The estimated revenue from this agreement is included in the Inland Valley Development Agency (IVDA) Fiscal Year 2024-2025 Budget in the Property Management Fund, Account 40110 - Lease Revenue in the amount of \$33,600. Approval of this lease would provide monthly revenues of \$2,509.00 (\$30,108.00 annually) to the IVDA.

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

BACKGROUND INFORMATION

Building No. 48 is a 28,844 square foot facility that was previously operated by the United States Air Force as the Non-Commissioned Officer's Club. In 2012, the Inland Valley Development Agency (IVDA) completed substantial renovations and improvements to the facility, including construction of new office space, meeting rooms, and a complete LEED retrofit. Over the years, the IVDA has leased portions of the building to companies such as the Inland Empire Economic Partnership, Inland Action, Inc. and most recently the San Bernardino Police Officer's Association.

The Local Agency Formation Commission for San Bernardino County (LAFCO) is a local governmental agency that works to ensure that local agencies provide efficient and cost-effective public services in order to maintain or improve the quality of life for our region's citizens. LAFCO is interested in leasing 1,280 square feet of office space in the southwest portion of the building.

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

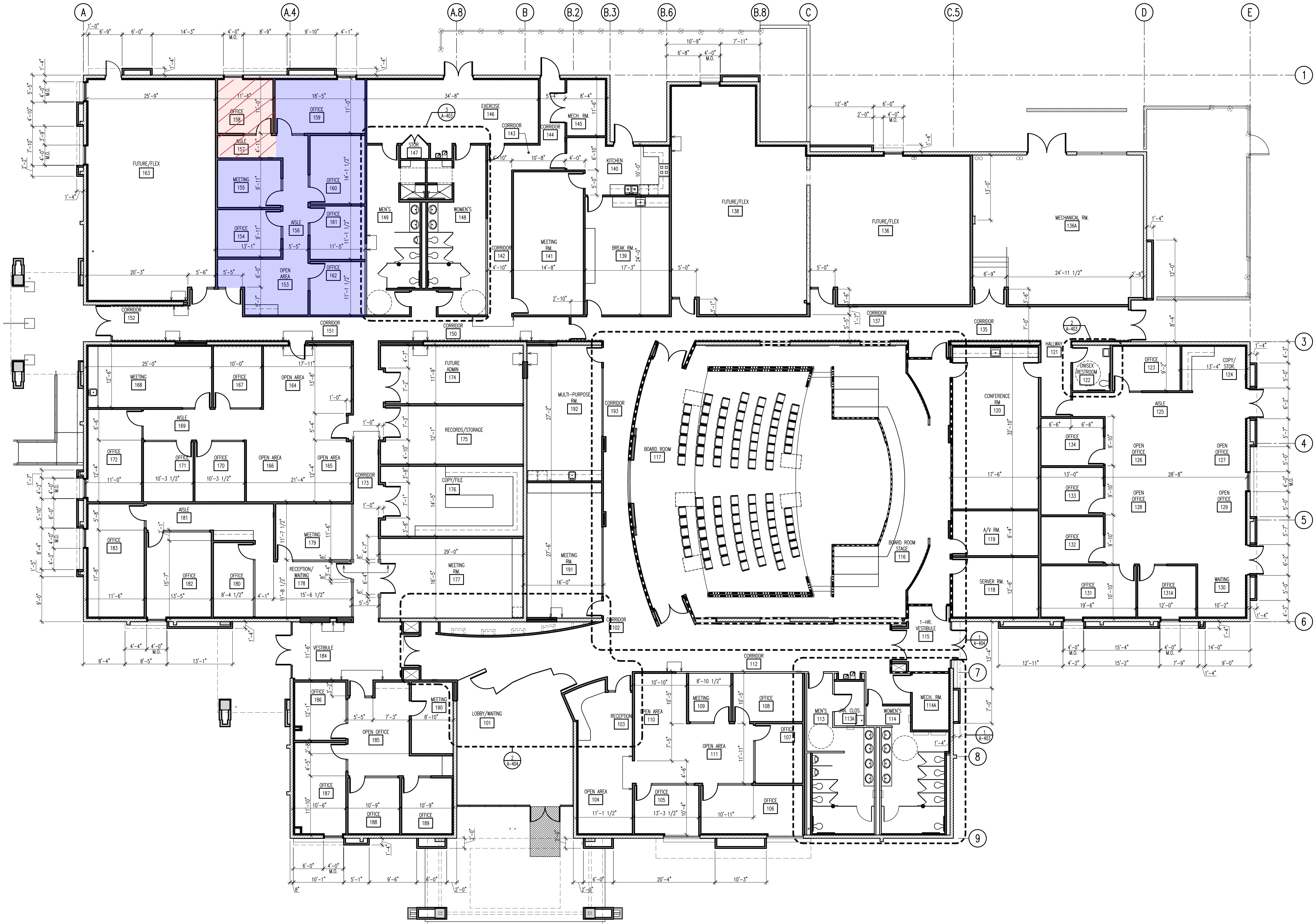
- Premises: approximately 1,280 square feet in the southwest portion of Building 48
- Lease Term: Two (2)-years, with One (1), one-year option to extend
- CPI adjustments not to exceed 3%
- Security Deposit: \$5,018.00 (2) month's rent upon execution of Lease
- Monthly lease revenue of \$2,509.00 per month (\$30,108.00 annually)
- Provision of an option to lease an additional 165 sf unit during the initial term
- Modified Gross Lease: LAFCO to maintain all portions of the premises and pay all applicable utility charges; electric, janitorial, and refuse
- LAFCO to maintain commercial general liability and fire insurance coverage naming IVDA as an additional insured
- LAFCO to comply with all applicable laws, Airport, and local rules and regulations

Staff recommends that the Board approve the above recommended action.

Attachments:

1. Site Map
2. Form of Lease

DRAWING NAME: 2\PROJECTS\2009-PROJECTS\SR ADA BUILDING 48 0902800\A\A\CONSTRUCTION DOCUMENTS\A-101A.DWG | PROJECT DATE: 4/12/2010 8:31 AM | PLOTTED BY: DAVID PECKHAM | © 2008 MILLER ARCHITECTURAL CORPORATION. ALL RIGHTS RESERVED.



Leased Premises ± 1,280 s.f.

Potential Expansion Space ± 165 s.f.



owner approval

initials	date	phase
	12/02/09	ISSUED FOR PLAN CHECK
	12/14/09	ISSUED FOR DD APPROVAL
	12/24/09	PLAN CHECK CORRECTIONS
	04/12/10	BD SET

revisions/addenda

mark	date	comment
△		
△		
△		
△		
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△		

SAN BERNARDINO IVDA BUILDING 48

225 DEL ROSA DRIVE
SAN BERNARDINO, CA 92408

INLAND VALLEY DEVELOPMENT AGENCY

294 S. LELAND NORTON WAY, SUITE #1
SAN BERNARDINO, CA 92408

CONTACT: MR. MICHAEL BURROWS (909) 382-4100

project information

PROJECT NO:	0902800.RA
DWG FILE:	A-101A.DWG
DRAWN BY:	
CHECKED BY:	GWM
DRAWING SCALE:	1/8" = 1'-0"
DATE:	04/12/2010

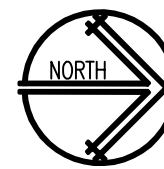
sheet name

DIMENSION
PLAN

sheet number

A-101A

SHEET 13 OF 38 SHEETS



**INLAND VALLEY DEVELOPMENT AGENCY (IVDA)
LEASE AGREEMENT
BY AND BETWEEN THE IVDA AND
THE LOCAL AGENCY FORMATION COMMISSION (LAFCO)
FOR SAN BERNARDINO COUNTY
NORTON REGIONAL EVENTS CENTER**

This Inland Valley Development Agency Lease (hereinafter referred to as this “Lease”) is dated as of July 17, 2024, by and between the Inland Valley Development Agency, a joint powers authority, herein referred to as “Lessor,” and the Local Agency Formation Commission for San Bernardino County, a California, herein referred to as “Lessee,” for usage of approximately one thousand two hundred eighty (1,280) square feet* of interior office space, more or less, identified as **Suite 102**, located at 1601 East Third Street, San Bernardino, California 92408, herein referred to as “Premises,” as more specifically described in **Exhibit “A”**) attached to this Lease, on the following terms and conditions:

**See Addendum to Lease*

ARTICLE 1. TERM OF LEASE

Section 1.1 The Term of this Lease shall commence on August 1, 2024 (“Commencement Date”) and expire on July 31, 2026 (“Expiration Date”). If the Premises are not delivered on the Commencement Date in accordance with this Lease, then the Commencement Date shall be continued for a period of not more than thirty (30) days, at which point in time Lessee shall have the right to terminate this Lease with written notice to Lessee.

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

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

Section 1.5 Lessee agrees that it accepts the Premises upon the following tenant improvements provided by Lessor at no cost to Lessee:

- Wall partition as noted in Exhibit "A" (see potential expansion area)

Section 1.6 Lessee shall have an option to extend the Term of this Lease for one (1) one-year option period. The real property lease rate for the option extension shall be increased by the Consumer Price Index ("CPI") All Urban Consumers (Riverside-San Bernardino-Ontario) adjustment equal to the actual increase in CPI not to exceed three percent (3%) at the beginning of the first year of the option extension. Thereafter, the applicable rent for each year will be increased by the applicable CPI, not to exceed three percent (3%) in any single year. At least three (3) months prior to the Expiration Date, Lessee shall notify Lessor of its desire to exercise this option. If Lessee decides not to exercise this option, or fails to take any action to either exercise or not exercise this option, Lessee shall vacate the Premises on or before the then applicable termination date of this Lease, or Lessee may remain in possession of the Premises for a holdover period to which both parties agree in writing, prior to expiration of this Lease, at a rental rate not to exceed three percent (3%) of the rental rate at the time of the Expiration Date.

ARTICLE 2. RENT AND SECURITY DEPOSIT

Section 2.1 Upon the Commencement Date, Lessee shall pay the Lessor a monthly rent of Two Thousand Five Hundred and Nine dollars and 00/100's (\$2,509.00) ("Rent") for the use of the Premises during the Term of this Lease. Lessor shall provide Lessee with an invoice for rent on or before the fifteenth (15th) day of each month. Each installment of Rent is due on or before the first calendar day of each month, with no express or implied grace period. Rent for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of said month. All Rent payments to the Lessor are absolute Rent payments and are not subject to any off-set or credit for any repair or maintenance work of the Lessee, other than as specifically set forth in this Lease. Rent shall be paid by the Lessee to Lessor at 1601 East Third Street, Suite #1, San Bernardino, California 92408, or, at any other place as Lessor may from time-to-time designate by written notice delivered to Lessee. All monetary obligations of Lessee to Lessor under the terms and conditions of this Lease shall be considered Rent.

Section 2.2 Lessor acknowledges having on file a deposit in the amount of Five Thousand and Eighteen Dollars and 00/100's (\$5,018.00), as security for the faithful performance by Lessee of all the terms, covenants and conditions of this Lease. If Lessee defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent. Lessor may use, apply or retain all or any part of this security deposit for the payment of the Rent, any other sum in default or repairs occasioned by the conduct of Lessee, its employees, guests, invitees or agents pursuant to the provisions of Civil Code §1950.7. Lessor shall not be required to keep this security deposit separate from its general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this Lease, the security deposit or any remaining balance shall be returned to Lessee within

fourteen (14) days following expiration or other termination of this Lease and Lessor receives possession of the Premises.

ARTICLE 3. PROPERTY & SHARED FACILITIES

Section 3.1 Lessor is the owner of all the real property, and improvements thereon, that is located at and commonly known as 1601 East Third Street, San Bernardino, California (the "Property"), which is further depicted on Exhibit "A," attached hereto and incorporated herein by reference.

Section 3.2 Lessee's use of the Norton Events Center Auditorium located on the Property California is governed by a separate Facility Use & License Agreement, executed on or about the same date of this Lease.

Section 3.3 The Property contains shared parking. Lessee, its agents, employees, invitees and licensees, shall have the right to use the shared parking.

ARTICLE 4. USE OF PREMISES

Section 4.1 During the term of this Lease, the Premises shall be used exclusively by the Lessee for the purpose of conducting general office use, for uses normally incident to that purpose, and for no other purpose. Lessee shall not use or permit the Premises to be used for any other purpose without the prior written consent of Lessor.

Section 4.2 During the Term of this Lease, Lessee shall, unless prevented by conditions beyond Lessee's control, conduct business of the type and nature specified in Section 4.1 of this Lease on the Premises in a diligent and businesslike manner.

Section 4.3 Lessee shall not commit or permit the commission of any acts on the Premises, nor use of the Premises, in any manner that will increase the existing rates for, or cause cancellation of any fire, liability or other insurance policy of Lessor insuring the Premises. Lessee shall, at its own cost and expense, comply with any and all requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises.

Section 4.4 Lessee shall not commit or permit the commission by others of any waste on the Premises. Lessee shall not maintain, commit or permit the maintenance or commission of any nuisance as defined in Civil Code §3479 on the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose.

Section 4.5 Lessee shall also, at its own cost and expense, comply with any and all of the provisions of the Norton Air Force Base Installation Restoration Program and the Norton Air Force Base Federal Facility Agreement by and between EPA Region IX, the State of California and the Air Force.

Section 4.6 Lessee shall at Lessee's own cost and expense comply with any and all statutes, ordinances, regulations and requirements of all governmental agencies and entities, both federal and state and county or municipal, relating to Lessee's use and occupancy of the Premises, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any governmental agency or entity, that Lessee violated any such statute, ordinance, regulation or requirement shall be conclusive as between Lessor and Lessee and shall constitute grounds for termination of this Lease by Lessor upon fourteen (14) days written notice to Lessee.

Section 4.7 On or before the Commencement Date of this Lease, Lessee shall deliver to Lessor, as approved by the appropriate regulatory agency or governmental entity (if applicable), copies of the following:

- (a) Business Registration Certificate (City of San Bernardino)
- (b) Certificate(s) of Insurance

Section 4.8 Additionally, Lessee shall deliver copies to Lessor of any other regulatory approvals, licenses, certificates and registrations required by Federal, State or local authorities for the lawful operation of Lessee's business.

ARTICLE 5. MODIFIED FULL SERVICE GROSS LEASE

Section 5.1 This Lease is a "Modified Full Service Gross Lease." Other than as expressly set forth in this Lease, Lessor shall deliver the Premises in a tenantable condition and pay all service charges for electric, gas, water, sewer, fire alarm service and related Common Area Operating Expenses (as further defined in Section 5.5 below) associated with Lessee's use and occupancy of the Premises. Lessee acknowledges that the heating, ventilation and air conditioning systems in the Premises will only be in operation during the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, unless other arrangements are made with the Lessor to provide such services outside of these hours. Lessee shall furnish and pay all applicable costs associated the provision of electronic or manned security services, vending machines, and its own telephone and data service including janitorial expenses of \$90.00 per month with respect to its use and occupancy of the Premises.

Section 5.2 Lessee shall be responsible for its pro rata share of the increase in the cost of the above stated Lessor expenses in excess of the Premises' Base Year costs as further provided in this Section 5. The parties agree that Lessee's pro rata share for the Base Year shall be

5%percent of all Common Area Operating Expenses as set forth below in Section 5.5. For the purposes of this Lease, the term “Base Year” shall mean a full twelve (12) month period of operations and maintenance services commencing as of August 1, 2024, and continuing through July 31, 2025. Notwithstanding anything to the contrary herein, the amount of Lessee’s share of the Common Area Operating Expenses shall not increase from the prior year by more than three percent (3%).

Section 5.3 With respect to the Common Areas, the following shall apply.

- (a) The term “Common Areas” is defined as all areas and facilities inside and outside the Premises; and within the exterior boundary line of the Property; and interior utility raceways and installations within the office building containing the Premises that are provided and designated by the Lessor for the general non-exclusive use of Lessor. Exterior Common Areas include parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways, landscaped areas and the secure patio area. Interior Common Areas shall include, public entrance/foyer, public hallways, public restrooms, the wellness room and the break room.
- (b) Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the Term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers and privileges reserved by Lessor under the terms hereof.
- (c) Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any personal property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only with the prior written consent of Lessor or Lessor’s designated agent, which consent may be denied or if granted may be revoked at any time. In the event that any unauthorized storage may occur Lessor shall have the right, with ten (10) calendar days’ notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable by Lessee upon demand from Lessor.
- (d) Lessor or such other person or persons as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, upon ten (10) calendar days’ advance notification to Lessee to establish, modify, amend and enforce reasonable rules and regulations regarding the management, safety, care and cleanliness of the Common Areas and the preservation of good order, as well as for the convenience of other occupants or Lessees of the building wherein the Premises are located and the Property and their invitees. Lessee agrees to abide by and conform to all such established rules and regulations, and to cause its employees, suppliers, shippers, customers, contractors

and invitees to so abide and conform. Lessor shall use best efforts to ensure that other lessees of the Property remain in compliance with said rules and regulations.

(e) Lessor shall have the right, in Lessor's sole discretion:

1. To make changes to the Common Areas upon ninety (90) calendar days' advance notification to Lessee, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways, provided Lessee's access to the Premises is not materially or adversely affected on a permanent basis;

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

3. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Property, or any portion thereof so long as reasonable access to the Premises remains available, and Lessor provides Lessee with at least ten (10) days' written advance notice.

Section 5.4 Effective August 1, 2024, Lessee shall pay to Lessor during the remaining Lease Term hereof, in addition to the Base Rent, Lessee's Share of all Common Area Operating Expenses in excess of the Premises Base Year costs, based on the formula of the total rentable square footage occupied by Lessee divided by the total rentable square footage of the Property within which the Premises are located, in accordance with the provisions identified in Section 5.5 below.

Section 5.5 Common Area Operating Expenses are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation, repair and maintenance of the Property, including, but not limited to, the following:

- (a) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs and roof drainage systems, secure patio area, public restrooms, wellness room and break room.
- (b) Exterior signs and any Lessee directories.
- (c) Any fire detection and/or sprinkler systems.
- (d) The cost of water, gas, electricity, telephone, fiber optics, and cable television service to the Common Areas.
- (e) Pest control services, property management, security services and the costs of any environmental inspections as required by governmental and/or regulatory

authorities.

- (f) Reserves set aside for maintenance and repair of Common Areas.
- (g) Real property taxes if and to the extent applicable for all or any portion of the Property.
- (h) The cost of the premiums for the insurance maintained by Lessor pursuant to this Lease.
- (i) Any deductible portion of an insured loss concerning the building within which the Premises are located or the Common Areas.
- (j) Any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

The following expenses shall be excluded from Common Area Operating Expenses:

1. Depreciation and amortization;
2. Expenses incurred by Lessor to prepare, renovate, repaint, redecorate or perform any other work in any space leased to an existing tenant or prospective tenant of the Property;
3. Expenses incurred by Lessor for repairs or other work occasioned by fire, windstorm, or other insurable casualty or condemnation;
4. Expenses incurred by Lessor to lease space to new tenants or to retain existing tenants including leasing commissions, advertising and promotional expenditures;
5. Expenses incurred by Lessor to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants or in connection with any financing, sale or syndication of the Building;
6. Interest, principal, points and fees, amortization or other costs associated with any debt and rent payable under any lease to which this Lease is subject and all costs and expenses associated with any such debt or lease and any ground lease rent, irrespective of whether this Lease is subject or subordinate thereto;
7. Costs of repair necessitated by Lessor's negligence or willful misconduct, or of correcting any latent defects or original design defects in the Property or any of the improvements;
8. Expenses for any item or service not provided to Lessee but exclusively to certain other tenants in the Property;
9. Expenses incurred by Lessor in order to comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, county and city governments and of all other governmental authorities having or claiming jurisdiction over the Building, including without limitation the Americans with Disabilities Act of 1990 (as amended), the Federal Occupational Safety and Health Act of 1970 (as amended) and any of said laws, rules and regulations relating to environmental, health or safety matters; and,
10. Other items not customarily included as operating expenses for similar buildings.

Section 5.6 Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the building within which the Premises are located or to any other building or structure on the Property or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, the building within which the Premises are located, or such other building or structure, as applicable. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the building within which the Premises are located or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings on the Property in accordance with the formula set forth above in Section 5.4. All Common Area Operating Expenses that are considered capital improvements under generally accepted accounting principles shall be amortized over their useful life.

Section 5.7 The inclusion of the improvements, facilities and services set forth in this Section 5 shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Property already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

Section 5.8 Effective August 1, 2024, Lessee's Share of Common Area Operating Expenses shall be payable by Lessee, which amount shall be determined based on a calculation of the costs in excess of the Premises Base Year costs and shall be subject to a thirty (30) calendar days' notification from Lessor to Lessee prior to the effective date of the payment by Lessee of such Lessee's Share of Common Area Operating Expenses and including a reasonably detailed statement of actual expenses is presented to Lessee. At Lessor's option, however, an amount may be estimated by Lessor from time to time of Lessee's share of annual Common Area Operating Expenses and the same shall be payable monthly during each twelve (12) month period of the Lease Term, on the same day as the Base Rent is due hereunder. Lessor shall deliver to Lessee within sixty (60) calendar days after the expiration of each calendar year a reasonably detailed statement showing Lessee's share of the actual Common Area Operating Expenses incurred during the preceding year. If Lessee's payments under this Section 5 during the preceding year exceed Lessee's share as indicated on such statement, Lessee shall be credited the amount of such overpayment against Lessee's share of Common Area Operating Expenses next becoming due. If Lessee's payments under this Section 5 during the preceding year were less than Lessee's share as indicated on such statement, and subject to the limitations set forth in this Section 5, Lessee shall pay to Lessor the amount of the deficiency within thirty (30) calendar days after delivery by Lessor to Lessee of the statement.

Section 5.9 In addition to the foregoing, as the Premises constitute less than the entire portion of a building, there shall be additional Common Area expenses divided among the lessees of the building as provided in the lease which shall be in addition to the foregoing Common Area expenses.

ARTICLE 6. TAXES

Section 6.1 Lessee shall pay before they become delinquent all tax assessments, and other charges, levied or imposed by any governmental entity on the furniture, trade fixtures, appliances and other personal property placed by Lessee in, on or about the Premises.

Section 6.2 All real property taxes and assessments levied or assessed, if any, against the Premises by any governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public facilities in, on or about the Premises, shall be paid, before they become delinquent, by Lessor. Lessee recognizes that the interests of the Lessee in this Lease may be subject to imposition of a tax, as set forth in either Revenue and Taxation Code §107 or Health and Safety Code §33673, by the County Assessor of the County of San Bernardino. Lessee agrees to pay any tax levied on the interests of the Lessee in this Lease and the Premises.

ARTICLE 7. CONDITION OF PREMISES

Section 7.1 Lessor hereby represents and warrants the following: (a) Lessee owns the Property and has the lawful right to convey the leasehold interest to Lessee pursuant to this Lease. Lessor; (b) the building shell is water tight and the building components serving the Property, including but not limited to the electrical, plumbing, air conditioning, and heating, are in good working condition; and (c) the Property complies with existing governmental requirements, including but not limited to accessibility requirements.

Section 7.2 Upon execution of this Lease, Lessee accepts the Premises, in their present condition and stipulates with Lessor that the Premises are in good, clean, safe and tenantable condition as of the Commencement Date of this Lease. Lessee further agrees with and represents to Lessor that the Premises were inspected by Lessee, that Lessee received assurances acceptable to Lessee from sources independent of Lessor or Lessor's agents of the truth of all facts material to this Lease, and the Premises are being Leased by Lessee as a result of its own inspection and investigation and not as a result of any representation made by Lessor or Lessor's agents, except those representations of Lessor expressly set forth in this Lease.

Section 7.3 Lessee shall not make or permit any other person to make any alterations to the Premises without the prior written consent of Lessor.

Section 7.4 Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms of this Lease, for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises, or for the purpose of performing Lessor's duties under this Lease.

Section 7.5 Upon expiration or other termination of this Lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they existed on the Commencement Date of this Lease, excluding reasonable wear and tear.

ARTICLE 8. ENVIRONMENTAL DISCLOSURES, RELEASES AND INDEMNITY

Section 8.1 Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq) ("CERCLA"), the United States Air Force, as predecessor in interest in the Premises to the Lessor, has given notice informing all interested persons of certain information relating to the presence of certain hazardous substances or toxic or contaminating materials that may affect or concern the Premises and surrounding areas. The CERCLA notice of the Air Force includes a description of remedial action taken by the Air Force that affects or concerns the Premises and surrounding areas prior to the date of this Lease, and the existence and effect of the remedial environmental action covenant of the Air Force concerning the Premises and surrounding areas.

Section 8.2 The Premises includes improvements constructed before 1978 that are presumed to contain Lead Based Paint (LBP) and (Asbestos Containing Materials (ACM). Lessee hereby acknowledges that it has received information from the Lessor regarding the potential of LBP and/or LBP hazards and ACM hazards on the Premises. No warranties either express or implied are given with regard to the condition of the Premises including, without limitation, whether the Premises do or do not contain LBP and/or ACM. The information provided to Lessee by Lessor relating to LBP and ACM was obtained by the Lessor from the Air Force and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the Lessor or the Air Force, shall not constitute grounds or reason for any claim by Lessee against Lessor with respect to LBP and/or ACM which may be present on the Premises. The failure of Lessee to inspect the Premises for LBP and/or ACM, or to be fully informed as to the condition of all or any portion of the Premises, will not constitute grounds for any claim or demand by Lessee against Lessor or the Air Force with respect to LBP and/or ACM.

Section 8.3 Lessee hereby covenants and agrees that in its use and occupancy of the Premises, it will comply with all applicable environmental laws relating to LBP and ACM. Except Lessor, or its agents or employees, is performing work on the Property or Premises, Lessor assumes no liability for damages for personal injury, illness, disability, or death to Lessee, or to Lessee's employees, agents, invitees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP or ACM on the Premises, whether Lessee properly warned, or failed to properly warn, the persons injured.

Section 8.4 Lessee on behalf of itself and its successors and assigns hereby waives and releases Lessor, its officials, officers, employees, consultants and agents and their successors and assigns from any and all demands, claims, legal or administrative proceedings, losses, liability, damages, penalties, fines, judgments, costs or expenses whatsoever (including, without limitation, attorneys fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to the presence or alleged presence of LBP, ACM and all other harmful or hazardous substances in, or, under, or about the Premises including, without limitation, any claims under or on account of: (i) CERCLA or similar statutes, or any regulations promulgated thereunder or (ii) any other environmental laws.

Section 8.5 Lessee expressly waives any rights or benefits available to it with respect to the release as set forth in the preceding paragraph under any provision of applicable law which generally provides that the general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Lease, Lessee acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this section and without limiting the generality of the foregoing:

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

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

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

Initials of Lessee: _____

Section 8.6 The provisions of Section 8.5 shall survive any expiration or termination of this Lease.

Section 8.7 “Hazardous Substances” means and includes without limitation those substances included within the definitions of “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “solid waste,” or “pollutant or contaminate” in CERCLA, RCRA, TSCA, HMTA, or under any other environmental law; and those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or

any successor agency, as hazardous substances [40 CFR Part 302]; and other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and any material, waste, or substance that is: (1) a petroleum or refined petroleum product, (2) asbestos, (3) polychlorinated biphenyl, (4) designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317, (5) a flammable explosive, or (6) a radioactive material.

Section 8.8 Lessee shall not cause or permit any Hazardous Substance to be used, generated, manufactured, produced, stored, brought upon, or released, on, in, under or about the or the Premises, or transported to or from the Premises, by Lessee, its agents, employees, contractors, invitees or third-parties in violation of any environmental laws.

Section 8.9 Without limiting the foregoing, if the activities of Lessee, its officers, agents, employees, contractors, or invitees on the Premises result in an unpermitted, unscheduled or unauthorized release or contamination of the Premises by any Hazardous Substance, Lessee shall at its sole cost and expense promptly take all actions necessary to return the Premises to the condition existing prior to the unpermitted, unscheduled or unauthorized release of any such Hazardous Substance.

Section 8.10 Lessee shall comply with all Federal, State and local environmental laws, regulations and standards applicable to Lessee's activities on the Premises.

ARTICLE 9. GENERAL INDEMNITY AND INSURANCE

Section 9.1 Lessee shall assume, all liability to persons which may be attributable or incident to the Lessee's negligence or breach of this Lease, or by the negligence or breach of this Lease by any of the Lessee's agents, employees, contractors, assigns of the invitees of any of them. The Lessee further agrees to indemnify, save, hold harmless, and defend the Lessor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney fees arising out of, or in any manner predicated upon personal injury, or death resulting from, related to, caused by claimed, alleged or incident to the Lessee's negligence in the carrying out of the terms of this Lease, or breach of this Lease, or any and all other activities conducted by the Lessee, its agents, employees, contractors or assigns, or any of their invitees, incident of this Lease, except to the extent caused by Lessor's negligence or willful misconduct.

Section 9.2 Throughout the Term of this Lease, and at all times that the Lessee is in possession of the Premises, the Lessee shall carry and maintain public liability insurance, including but not limited to insurance against assumed and contractual liability under this Lease, with per occurrence limits of liability of not less than \$500,000 for property damage, \$500,000 in the event of bodily injury or death of any one person, and \$500,000 for any one accident or casualty. All such insurance policies shall name Lessor as an additional insured. Lessee waives subrogation and agrees that Lessor and Lessee are coinsureds. Lessee waives any and all rights of recovery

against Lessor. Lessee assumes all risk of damage to property in or about the Premises from any cause and Lessee hereby waives all claims against Lessor for such property damage.

Section 9.3 If and to the extent required by law, the Lessee shall carry and maintain workers' compensation insurance or similar insurance in the form and amounts required by law.

Section 9.4 All insurance that Lessee is required to carry or maintain or cause to be carried or maintained under this Lease shall be in such form, for such amounts, for such periods of time and with such insurers as the Lessor may require or approve. All insurance policies shall be issued by responsible carriers authorized to do business in California.

Section 9.5 The Lessee shall deliver or cause to be delivered promptly to the Lessor a certificate of insurance evidencing the insurance required under this Lease and shall also deliver, no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

Section 9.6 Lessee shall, during the term of this Lease and at all times that Lessee is in possession of the Premises, procure, carry and pay for fire and extended coverage insurance on the value of Lessor's equipment and fixtures located on or about the Premises. The policy shall name Lessor as an additional insured and shall be issued by an insurance company authorized to do business in California that is reasonably acceptable to Lessor.

Section 9.7 Lessee shall, during the term of this Lease and any renewals or extensions this Lease, maintain at Lessee's own cost and expense an insurance policy issued by an insurance company authorized to conduct insurance business in California and reasonably acceptable to Lessor insuring for their full insurable value all fixtures, equipment, tenant improvements, all inventory that is, at any time during the Term of this Lease, in or on the Premises and any other personal property of the Lessee, its employees or customers against damage or destruction by fire, theft or the elements.

Section 9.8 Each of the insurance policies shall be issued by insurance companies admitted to do business in the State of California, be in a form reasonably satisfactory to Lessor and shall carry an endorsement that, before changing or canceling any policy, the issuing insurance company shall give Lessor at least thirty (30) days prior written notice. Duplicate originals or certificates of all such insurance policies shall be delivered to Lessor.

ARTICLE 10. ASSIGNMENT, SUBLETTING, DEFAULTS AND REMEDIES

Section 10.1 Lessee shall not sublet, encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises without first obtaining the express written consent of the Lessor, which shall not be unreasonably withheld.

Section 10.2 The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by the Lessee:

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

Section 10.3 In the event of a material default or breach of this Lease by Lessee, Lessor may terminate Lessee's right to possession of the Premises upon ten (10) days written notice to Lessee, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor on or before the expiration of said ten (10) day period. On termination of this Lease, Lessor may recover from Tenant all of the following:

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

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

Section 10.4 Lessor shall have the remedy described in Civil Code Section 1951.4, which provides that, when a Lessee has the right to sublet or assign (subject only to reasonable limitations), the Lessor may continue the lease in effect under the Lessee's breach and abandonment and recover Rent as it becomes due. Accordingly, if Lessor does not elect to terminate this Lease on account of any default by Lessee, Lessor may enforce all of Lessor's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

Section 10.5 Lessor shall be in default under this Lease if Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) calendar days after written notice by Lessee to Lessor. Lessee waives any right to terminate this Lease and to vacate the Premises on Lessor's default under this Lease. Lessee's sole remedy on Lessor's default is an action for damages or injunctive or declaratory relief.

Section 10.6 When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure Section 1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by this Lease shall replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure Section 1162 or any similar or successor statute.

Section 10.7 The Rent is due on the first day of the month. If the first day of the month falls on a Saturday, Sunday or holiday, the Rent is due to Lessor on the preceding business day. If Lessee fails to timely pay the monthly Rent, a late fee of ten percent (10%) of Lessee's Rent shall be charged.

Section 10.8 If the Premises or any portion are taken under the power of eminent domain, any award for the taking of all or any part of the Premises under the power of eminent domain shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the Leasehold or for the taking of the fee, or as severance damages. As a material part of the consideration for the Authority entering into this Lease, Lessee hereby waives any rights

that it might have under California Government Code Section 7264 and any similar Federal statute, regulation, circular or order for relocation benefits due to termination of this Lease by the Lessor.

ARTICLE 11. MISCELLANEOUS

Section 11.1 Lessee shall not place any sign or trade fixture upon the Premises without the Lessor's prior written consent.

Section 11.2 If the Premises or any portion are taken under the power of eminent domain, any award for the taking of all or any part of the Premises under the power of eminent domain shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the Leasehold or for the taking of the fee, or as severance damages.

Section 11.3 Performance by either party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to the force majeure events of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, pandemics, quarantine restrictions, freight embargoes or weather-caused delays (that are not attributable to the fault of the party claiming an extension of time) or acts or failure to act of any public or governmental agency or entity; provided that acts or failure to act of the Lessor shall not extend the time for the Lessor to act. An extension of time for any such force majeure cause shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the party claiming the existence of the delay first provide the other party with written notice of the occurrence of the delay within fifteen (15) calendar days of the occurrence of the event giving rise to delay. The parties hereto expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any of them which may have provided a basis for entering into this Lease and which occur at any time after the execution of this Lease, are not force majeure events and do not provide any party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking which may arise under this Lease. Also, financial inability to perform is not a force majeure event and shall not excuse any performance or delay in performance.

Section 11.4 Notwithstanding Section 11.3, Lessor shall have the right to terminate this Lease and shall have no obligation to repair, restore or rebuild the Premises or the Building, if damage or destruction resulting from a Force Majeure, including without limitation earthquakes, fires or floods, exceeds 25% of the value of the Premises. If Lessor elects to terminate this Lease pursuant to this Section, Lessor shall give written notice to Lessee not later than sixty (60) days after occurrence of the Force Majeure.

Section 11.5 This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Lessor and Lessee, but nothing in this Section shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

Section 11.6 Except for the Facility Use & License Agreement referenced in Section 3.1, this Lease (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Lease may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. No waiver by Lessor of any provision of this Lease shall be effective, unless in writing, and shall not constitute a waiver of any other provision of this Lease or of any subsequent breach by Lessee of the same or any other provision. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

Section 11.7 If any term or provision or portion thereof of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section 11.8 Any Notice required or permitted to be given under this Lease shall be in writing and delivered to the following addresses for Lessor or Lessee, as applicable:

If to Lessor: Chief Executive Officer
Inland Valley Development Agency
1601 East Third Street, Suite 1
San Bernardino, California 92408
Tel: (909) 382-4100

If to Lessee:

After Commencement Date:

LAFCO for San Bernardino County
Samuel Martinez, Executive Officer
1601 East Third Street, Suite 102
San Bernardino, California 92408
Tel: (909) 388-0480
Fax: (909) 388-0481

Prior to Commencement Date:

LAFCO for San Bernardino County
Samuel Martinez, Executive Officer
1170 W 3rd Street, Suite 150
San Bernardino, California 92415-0490
Tel: (909) 388-0480

Either party may, by written notice to the other party, specify a different address for notice purposes. Any such notice or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender on the date set forth on such return receipt, on the day it is personally delivered to the other party or the date when it is sent by United States certified mail, postage prepaid.

Section 11.9

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

Section 11.10 This Lease is subordinate to any ground Lease, mortgage, deed of trust or any other hypothecation or security now placed upon the real property of which the Premises are a part and to any and all obligatory advances made on such security. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed, if Lessee is not in default, and so long as Lessee shall pay the Rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. Lessor represents and warrants that this Lease does not violate any other ground lease, mortgage, deed of trust or other interest in the Property or the Premises, and no default of any other ground lease, mortgage, deed of trust or other interest in the Property or the Premises presently exists that would disturb Lessee's quiet possession.

Section 11.11 If either party to this Lease brings an action to enforce or declare rights under this Lease, the prevailing party in any such action shall be entitled to its reasonable costs, attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom and any appeals therefrom, and enforcement of any judgment in connection therewith, as determined by the court.

Section 11.12 Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders or lessees, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable.

Section 11.13 Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections are to this Lease. All exhibits referred to in this Lease are attached and incorporated by this reference. In the event the date on which Lessor or Lessee is required to take any action under the terms of this Lease is not a business day, the action shall be taken on the next succeeding business day.

Section 11.14 The parties hereto acknowledge that this Lease has been negotiated and entered into in California. The parties hereto expressly agree that this Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

Section 11.15 Time is of the essence of this Lease and each of its provisions.

Section 11.16 It is understood and acknowledged that Lessor shall act by and through the authority of its Executive Director, who shall exercise all actions to be taken by Lessor.

Section 11.17 It is understood and agreed that this Lease shall not become effective until approved by the legislative body of the Lessor.

Section 11.18 This Lease may be executed in original counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same binding contract. This Lease, and any counterpart, may be executed by the facsimile signature of either party. A facsimile or photocopy signature is as valid and binding as an original signature for purposes of this Lease.

Section 11.19 The Lessee and the Lessor each represent and warrant to the other that it has had no dealings with any person, firm, real estate broker or finder in connection with the negotiation of this Lease and/or the consummation of the transaction, contemplated by this Lease and that no broker or other person, firm or entity is entitled to any commission or finder's fees in connection with this Lease. The Lessee and the Lessor agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges, including any reasonable incurred costs, expenses and/or attorney fees that may be claimed by any broker, finder or similar person by reason of any dealings or actions of the party from which such indemnity and defense is demanded.

Section 11.20 The Lessee shall within ten (10) days after written notice from the Lessor execute, acknowledge and deliver an Estoppel Certificate in writing in a form reasonably requested by Lessor, certifying to the complete performance of Lessor under this Lease or indicating in

writing any exceptions, plus such additional information, confirmation and/or statements as may be reasonably requested by the Lessor.

Section 11.21 If the Lessor desires to finance, refinance or sell the Premises, or any part of this Premises, the Lessee shall attorn to any potential lender or purchasers designated by the Lessor and shall provide such financial statements of the Lessee as may be reasonably required by such lender or purchaser, including, but not limited to the Lessee's financial statements for the previous three years.

THEREFORE, the Inland Valley Development Agency and the LAFCO for San Bernardino County execute this Lease by and through the signatures of their duly authorized representatives, as set forth below:

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

By: _____
Michael Burrows
Chief Executive Officer

Date: _____

LESSEE:
LAFCO for San Bernardino County

By: _____

Date: _____

By; _____

Date: _____

DRAFT

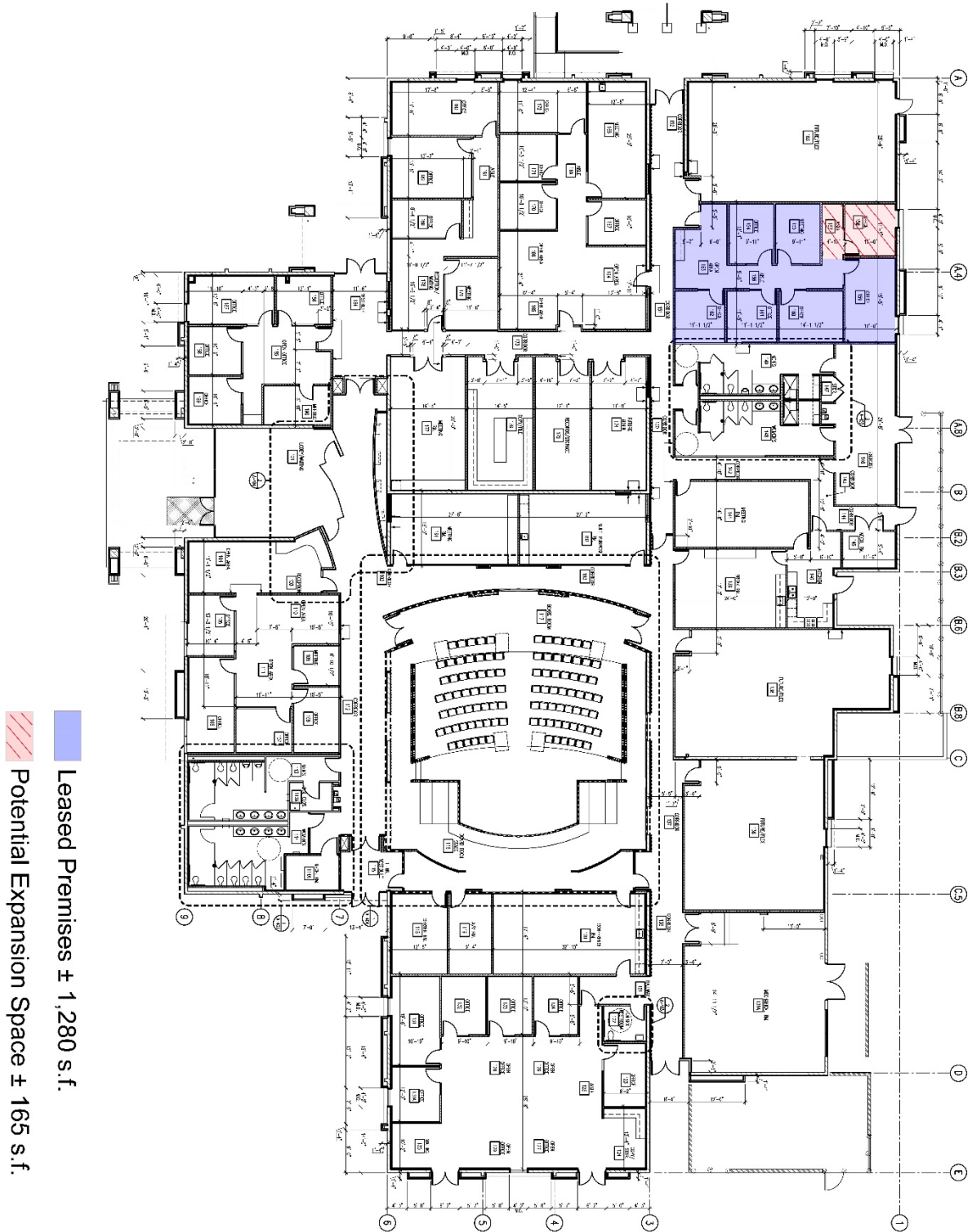
**Addendum to Lease Agreement
By and between
Inland Valley Development Agency (IVDA)
and the
Local Agency Formation Commission (LAFCO) for San Bernardino County**

Dated July 17, 2024

ARTICLE 12. EXPANSION SPACE

Section 12.1 Lessee shall have the right to expand the leased premises from approximately 1,280 rentable square feet to approximately 1,445 rentable square feet by notifying Lessor in writing sixty (60) days prior to Lessee's intended occupancy.

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EXHIBIT "A"





TO: Inland Valley Development Agency Board

DATE: July 10, 2024

ITEM NO: 9

PRESENTER: Catherine Pritchett, Director of Administration

SUBJECT: REVIEW AND ADOPT THE STATE OF CALIFORNIA MANDATED WORKPLACE VIOLENCE PREVENTION PLAN

SUMMARY

California Senate Bill 553 (SB 553) requires California workplaces to have a policy in place to address rising occurrences of workplace violence. The purpose of the Workplace Violence Prevention Plan is to have a clear, accessible and actionable policy to identify, mitigate and respond to potential and actual acts of violence in the workplace.

RECOMMENDED ACTION(S)

Review and adopt the State of California mandated Workplace Violence Prevention Plan, subject to technical and conforming changes as approved by counsel.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

California Senate Bill 553 (SB 553) requires California workplaces to have a policy in place by July 2024 to address the rising episodes of violence occurring at the worksite. The purpose of the Inland Valley Development Agency (IVDA) Workplace Violence Prevention Plan (WVPP) is to have a clearly understood, accessible, and actionable policy to respond to incidents of workplace violence. The WVPP establishes steps to identify, monitor, report and analyze workplace violence hazards or incidents to reduce the likelihood of re-occurrence.

SB 553 has multiple requirements of an employer which can be broadly grouped into two categories: pre-incident prevention activities and post-incident reaction guidelines. The details of both categories are presented in the attached draft WVPP.

Although there are different definitions and/or interpretations of “violence,” for purposes of reporting and analyzing events, the “Workplace Violence” definitions - as set forth in SB 553 - are included in the draft plan and include any conduct, verbal or physical, in-person or virtual, which causes another to reasonably fear for their own personal safety or that of their immediate family.

The WVPP was developed in interagency cross-department collaboration to ensure threats are identified and response protocols are addressed specific to each Agency location; Administration, Luxivair SBD, Operations and Maintenance.

SB 553 requires all employees to undergo workplace violence training upon implementation of the program, during the new hire onboarding process, annually and immediately following any reported acts of violence at the worksite. In addition to training materials, this plan and all applicable forms will be accessible to employees via their web-based personnel portal and in the inter-agency shared network drive.

The attached Workplace Violence Prevention Plan is in draft form subject to technical conforming changes following through legal review.

Staff recommends that the Board approve the above recommended action.

Attachments:

1. Draft Workplace Violence Prevention Plan and applicable forms



Workplace Violence Prevention Plan (WVPP)

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY
INLAND VALLEY DEVELOPMENT AGENCY 2024

Workplace Violence Prevention Plan (WVPP)
SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY | SBIAA
INLAND VALLEY DEVELOPMENT AGENCY | IVDA

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I. Purpose

The Division of Occupational Safety and Health (“DOSH”) is the State of California responsible for enforcement of the California Occupational Safety and Health Act of 1973 (“Cal/OSHA”). Cal/OSHA sets legal standards on employers related to maintaining safe and healthy working conditions/

California Senate Bill (SB) 553 modified Cal/OSHA to require employers to establish and implement an effective Workplace Violence Prevention Plan (“WVPP” or “the Plan”) and to provide related training to employees by July 1, 2024.

The purpose of the Inland Valley Development Agency and San Bernardino International Airport Authority’s (“IVDA/SBIAA”, or collectively referred to as “the Agency”) Workplace Violence Prevention Plan is to:

- Identify and address hazards specific to IVDA/SBIAA workplaces and operations
- Provide effective training to employees on the WVPP and the prevention of workplace violence
- Maintain records of workplace violence hazards, employee trainings, Violent Incident Logs, and the investigation of any incident of Workplace Violence
- Ensure certain records are available for the DOSH, employees, and authorized employee representatives, as defined below.

The WVPP applies to all workplaces and departments throughout the IVDA and SBIAA and applies to all employees with no exemptions.

II. Effective Date

The WVPP shall be effective July 1, 2024, in full force and effect until repealed or rescinded. Technical and/or confirming changes may be made administratively to ensure compliance with clarifying guidance from DOSH and Agency operations.

III. Definitions

For the purpose of the Workplace Violence Prevention Plan, the following definitions apply:

- Access: The right and opportunity to examine and receive a copy of the WVPP
- Designated Representative: Any individual or organization to whom an employee gives Written Authorization to exercise a right of access.
- Emergency/Emergencies: Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons
- Engineering Controls: A built space or a device that removes a potential hazard from the workplace or creates a barrier between the worker and the hazard
- Serious Injury or Illness: Any injury or illness occurring at the worksite or in connection with any employment activity that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers

an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone

- Threat of Violence: Any verbal or written statement, including, but not limited to, text, electronic message, social media messages, or other online post, or any behavioral or physical conduct, that conveys an intent, or that is reasonable perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose
- Workplace Violence: Any act of violence or threat of violence that occurs at any Agency workplace. Including but not limited to:
 - ✓ The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury
 - ✓ An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury
- Types of Workplace Violence as defined by the DOSH:
 - ✓ Type 1: Workplace Violence committed by a person who has no legitimate business at the workplace and includes violence acts by anyone who enters the workplace or approaches workers with the intent to commit a crime
 - ✓ Type 2: Workplace Violence directed at an employee by customers, clients, or visitors
 - ✓ Type 3: Workplace Violence against an employee by a present or former employee, supervisor, or manager
 - ✓ Type 4: Workplace Violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee
- Workplace Violence Prevention Committee: A designated group of employees who assess potential Workplace Violence hazards and assist with the administration of the WVPP. May also support other Agency safety related projects and programs.
- Workplace Violence Prevention Coordinator: The employee responsible for implementing the WVPP. May be assigned as additional duties.
- Work Practice Controls: Procedures and rules, which are used to effectively reduce Workplace Violence hazards
- Written Authorization: A request for information related to Workplace Violence submitted to the Agency submitted an individual or group other than an employee containing the following information:
 - ✓ The name and signature of the employee authorizing a representative to access the WVPP on the employee's behalf
 - ✓ The date of the request
 - The name of the designated representative (individual or organization) authorized to receive the WVPP on the employee's behalf and;
 - ✓ The date upon which the written authorization will expire, if less than one year

- “WVPP” or “Plan”: The Workplace Violence Prevention Plan accounts for and addressed hazards specific to IVDA/SBIAA workplaces and operations, develops standards for training employees that provides specific guidance on workplace violence hazards and correcting such hazards, and provides guidelines for the proper response and investigation of acts of violence. The WVPP also sets guidelines regarding the proper documentation of acts of workplace violence.
- Violent Incident Log: The violent incident reporting log required by this WVPP.

IV. The IVDA/SBIAA Workplace Violence Prevention Plan

Section A – Access

The IVDA and SBIAA will make the WVPP available and accessible to all employees, Designated Representatives (as requested), and representatives of the DOSH as follows:

1. Employees: All employees will have access to the WVPP as follows:
 - New employees will receive a copy of, and training on, the WVPP during the on-boarding process in their first 90 days of employment.
 - The Agency will provide an employee with a printed or electronic copy of the WVPP upon request.
 - The WVPP shall be readily available on the Agency’s Policy & Procedures shared network drive and in their online employee portal.
 - Employees will receive an e-copy of the WVPP anytime contextual modifications are made to the document (Note: technical and/or conforming changes do not apply).
2. Designated Representatives: The IVDA/SBIAA will make the WVPP available to Designated Representatives consistent with this Policy.
3. DOSH Representatives: The IVDA/SBIAA will make the WVPP available to DOSH representatives upon request.

Section B – Implementation

1. Workplace Violence Prevention Coordinator (Coordinator). The individual(s) identified below shall serve as Agency’s Workplace Violence Prevention Coordinator and is authorized to, and responsible for, implementing the WVPP:

Name	Title/Position	Contact Information	WVPP Responsibilities
Amber Setian	Risk Management Analyst	Asetian@sbdairport.com (909) 382-4100 ext. 147	Implementing the WVPP under the direction of the Director of Administration

Specifically, the Coordinator will be responsible for the following:

- Serve as the Chair of IVDA/SBIAA Workplace Violence Prevention Committee, document and maintain meeting agendas and minutes.
 - Establish and coordinate Work Practices and Engineering Controls.
 - Respond to reports of Workplace Violence incidents and hazards, including assisting in the investigation of reported hazards or incidents.
 - Maintain and ensure availability of records related to Workplace Violence hazards and occurrences.
 - Address citations issued by the DOSH and complete abatement activities.
 - Administer all required Workplace Violence training.
 - Review and update the WVPP following incidents or as required.
2. Workplace Violence Prevention Committee. The Agency has established a Workplace Violence Prevention Committee to assess potential Workplace Violence Hazards and determine preventative actions be taken. Please see addendum A for committee members. The Committee shall undertake the following:
- Meet regularly, but not less than annually.
 - Review the results of periodic and scheduled workplace inspections.
 - Review incidents and investigations of Workplace Violence, identify potential causes, submit suggestions to the Coordinator or management for the prevention of future incidents.
 - Review and discuss employee suggestions.
 - Review and update the WVPP, related forms and records:
 - (a) once annually;
 - (b) when a deficiency is observed or becomes apparent; and
 - (c) after a Workplace Violence incident:

Section C - Employee Involvement in Development and Implementation

The IVDA/SBIAA encourages the active involvement of employees in developing and implementing the WVPP through and by:

1. Identifying, evaluating, and correcting potential Workplace Violence Hazards
 - Regular meetings of the Committee
 - Encouraging employees who experience, witness, or become aware of Workplace Violence, to immediately report the incident to the appropriate authorities.
 - Implement procedures to ensure employees are not retaliated against for reporting Workplace Violence concerns or hazards.
 - Allocating adequate training and resources for employees to recognize and respond to Workplace Violence concerns or hazards,

2. Designing and implementing training to encourage the active involvement of employees
 - Providing opportunities for employees to identify activities they believe may put them at risk and address those activities within the training.
 - Authorizing sufficient time and resources to facilitate employee participation, including holding training during regular working hours.
 - Establishing surveys to evaluate the effectiveness of the training and adapting training based on the results of these evaluations.
3. Encouraging all employees to be actively involved in Reporting and Investigating Workplace Violence Incidents
 - Encouraging any employee who experiences, witnesses, or becomes aware of Workplace Violence to immediately report the incident to their supervisor or management, Risk Management, HR, law enforcement and/or security.
 - Encouraging employees to participate in the investigation of Workplace Violence incidents.
 - Implementing and enforcing procedures to ensure employees are not retaliated against for reporting or participating in investigations of Workplace Violence incidents.
 - Allocating adequate resources and training for employees to appropriately recognize and report Workplace Violence concerns.
4. Coordination with Other Employees
 - Discussions shall occur regularly to ensure all employees understand their respective roles and responsibilities related to the WVPP.
5. Compliance with The Plan
 - Recognition of employees who follow safe and healthful work practices;
 - Training and retraining programs;
 - Disciplinary action for blatant and egregious non-compliance;
 - Any other such means that ensure employee compliance with safe and healthy work practices.

Section D - Expectations Regarding Compliance with the WVPP

The IVDA/SBIAA have established certain expectations to ensure the WVPP is administered efficiently through all divisions.

1. Employees:
 - Be familiar with the WVPP and its requirements.

- Responsible for using safe work practices, for following directions, policies and procedures, and for assisting in maintaining a safe and secure work environment.
 - Know, understand, and adhere to the safety rules that apply to their workplace and the work they perform.
 - Be familiar with the proper reporting of Workplace Violence.
2. Managers and Supervisors:
- Responsible for implementing and maintaining the WVPP in their respective work areas and for ensuring that all employees adhere to the safety rules that apply in work areas.
 - Educate employees on available reporting options.
 - Mitigating fear of reprisal or retaliation.
3. Methods to Ensure Compliance
- The Coordinator and Committee shall ensure ongoing employee training.
 - Disciplinary action for any incidents that go unreported or actual acts of violence.
4. Enforcement of WVPP Requirements and Potential Consequences for Non-Compliance
- Managers and Supervisors shall enforce the rules and requirements related to the WVPP fairly and uniformly.
 - Employees, managers and supervisors who do not comply with the WVPP may be subject to disciplinary action.

Section E - Communicating to Employees about Workplace Violence

The IVDA/SBIAA will communicate to employees about incidents of hazards and/or Workplace Violence by:

1. Reporting
- Employees may report incidents to any manager, supervisor, WVPP Committee member, Risk Management HR, or a Designated Representative verbally or in writing
 - Reporting incident to the We-Tip phone line or We-Tip Web link available via Paylocity allows reports to remain anonymous.
2. Acceptance and response to reports of Workplace Violence by the IVDA/SBIAA shall include any of the following:
- A. Immediate Response:
- The Agency will immediately respond to any act of Workplace Violence and provide first aid and/or emergency care and medical

transportation to any injured employee while preventing other employees from being injured.

- The Agency will immediately report any serious injury, illness or death of an employee that is attributed to Workplace Violence to DOSH.

B. Investigating the Report of Workplace Violence

- The IVDA/SBIAA will investigate reports of Workplace Violence as provided in this policy. Investigations are only to be conducted by qualified and pre-designated employees.

C. Preventing Retaliation

- The Agency will not take adverse action against any employee who reports Workplace Violence or who participates in any investigation of Workplace Violence.

D. Provision of Leave for Employees who are or may be victims of Violence

- The Agency will not take adverse action against any employee who takes time off work to help safeguard the health, safety and welfare of the employee or their child(ren).
- An employee may use paid sick leave pursuant to the Agency's Paid Sick Leave Policy to address issues related to incidents.
- Employees are required to provide the Agency with reasonable and advance notice of their intention to take time off from work for either of these purposes, if feasible. If advance notice is not feasible, employees must provide documentation to the Agency as soon as possible.

E. Temporary Restraining Orders

- When an employee has suffered unlawful violence or a credible threat of violence from any individual, which may potentially be carried out at any of IVDA/SBIAA workplaces, the Agency may attempt to obtain a Temporary Restraining Order on behalf of the employee.

3. Investigations of Workplace Violence will be conducted by authorized employees or parties following any report of Workplace Violence or credible threat at the worksite that may include but are not limited to:

- Visiting the scene of an incident as soon as safe and practicable.
- Collection of facts.
- Collection of statements from involved parties
- Review of security footage or photographic or video evidence
- Examining the workplace for security risk factors associated with the incident, including any previous reports of hazards

- Consultation with the affected employees, witnesses, and Committee Members to identify potential contributing causes
- Obtaining reports completed by law enforcement or other agencies
- Assessing threat of violence including:
 - ✓ The nature and context of the threat or behavior
 - ✓ The identified target
 - ✓ The person's apparent motivation
 - ✓ The person's ability to carry out a threat.
 - ✓ The person's background, including work history, criminal record, mental health history, and past behavior on the job.

Following an investigation, the Agency may take any of the following measure, as applicable:

- Notifying the affected employees of the general results of the investigation, while protecting the privacy of affected and/or involved employees.
- Collaborate with the WVPP Committee to recommend corrective action.
- Implement changes in Engineering Controls, procedures, or policies, if appropriate
- Establish updated Work Practice Controls, if necessary

SBIAA and IVDA will retain records of Workplace Violence incident investigations for a minimum of 5 years.

4. Documentation in Violent Incident Log

All Workplace Violence incidents shall be subsequently reported in the Violent Incident Log. Information that is recorded in the Log shall be based on information solicited from the employees, witness statements, and investigation findings. Investigators will omit from the Log any element of personal identifying information that would be sufficient to allow identification of any person involved in a Workplace Violence incident.

The information recorded in the Log should include the following as applicable:

1. The date, time, and location of the incident
2. The type of Workplace Violence (e.g. Type 1, Type 2, Type 3, Type 4)
3. A description of the incident
4. A classification of who committed the Workplace Violence, including whether the perpetrator was:
 - A client or customer
 - Family or friend of a client or customer
 - Stranger with criminal intent
 - Coworker

- Supervisor or Manager
 - Partner or Spouse
 - Parent or relative
 - Other Perpetrator
5. A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was:
 - Completing usual job duties
 - Working in poorly lit areas
 - Rushed
 - Working during a low staffing level
 - Isolated or alone
 - Unable to get help or assistance
 - Working in a community setting
 - Working in an unfamiliar or new location
 6. A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
 7. The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting
 - Attack with a weapon or object, including but not limited to, a firearm, knife, or other objects
 - Threat of physical force or threat of the use of a weapon or other object
 - Sexual assault or threat, including but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact
 - Animal attack
 - Other
 8. Consequences of the incident, including but not limited to:
 - Whether security or law enforcement was contacted and their response.
 - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 9. Information about the person completing the Log, including their name, job title, contact information and the date completed.

5. Prohibition on Retaliation

The IVDA/SBIAA have implemented the following measures to prevent and prohibit retaliation against those who report Workplace Violence, a Threat of Violence, or hazards related to Workplace Violence or who participate in the investigation of such incidents or hazards:

- The IVDA/SBIAA provides employees multiple channels by which to report incidents, hazards, or concern, including anonymously.
- The IVDA/SBIAA admonishes managers and supervisors not to retaliate against any employee who reports Workplace Violence, a Threat of Violence, or hazards related to Workplace Violence, or any employee who participates in the investigation of such incidents or hazards.
- The IVDA/SBIAA trains all employees that retaliation against any employee who reports Workplace Violence, a Threat of Violence, or hazards related to Workplace Violence, or any employee who participates in the investigation of such incidents or hazards is expressly prohibited and that there are consequences, such as discipline, for retaliation against such employees.
- Employees who experience relation and expected to report such incidents to Administration.

6. Identification, Evaluation, Investigation, and Correction of Workplace Violence Hazards

A. Identification of Workplace Violence Hazards

The Agency will undertake all necessary actions to identify Workplace Violence hazards and will conduct periodic and regular inspections of its workplace(s) to identify Workplace Violence hazards regularly and as follows:

- When the WVPP is first established
- After each Workplace Violence incident
- Every Quarter

Inspections for Workplace Violence hazards may include assessing attributes of specific to IVDA/SBIAA worksites, including but not limited to:

- The exterior and interior of the workplace.
- The need for violence surveillance measures.
- Procedures for emergency response and evacuation.
- Procedures for reporting suspicious persons or activities.
- Effective emergency buttons and alarm.
- Posting of emergency telephone numbers and access.
- Designated safe area(s).
- Adequacy of security systems, door locks, entry codes or badge readers, security windows and physical barriers.
- Employees' ability to address threatening or hostile service recipients.
- The use of work practices such as the "buddy" system for specified emergency events.

- Access to the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees reports to threat of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other hazards.

B. Evaluation and Investigation of Workplace Violence Hazards

The IVDA/SBIAA will initiate an investigation following the identification of a Workplace Violence hazard to evaluate the nature of the hazard. Such investigation may include the following, as applicable:

- Collection of statements from victims and witnesses
- Collection of evidence
- Consultation with the affected employees, witnesses, and Committee members to identify potential contributing causes.

C. Correction of Workplace Violence Hazards

After the identification, evaluation and investigation of a Workplace Violence hazard and after a Workplace Violence Hazard inspection, The Agency will take appropriate steps to correct the hazard and mitigate future potential hazards, which may include the following, as applicable:

- **Substitution:** When possible, the Agency will correct a hazard by eliminating or substituting it with a safer Work Practice Control.
- **Removal of Employees:** If a Workplace Violence hazard exists that can not be immediately corrected without endangering employees or property, the Agency will remove all employees from the work site, except those necessary to correct the existing hazard. Employees who are necessary to correct the hazard will be provided with necessary protection to protect them from hazard.
- **Replacement of Equipment:** If a piece of equipment is hazardous, it will be removed from service and identified as defective.
- **Engineering Controls:** The Agency will apply physical changes to either remove a hazard from the workplace or create a barrier between employees and the hazard. Engineering Control strategies may include the following:
 - ✓ Physical barriers (such as enclosures or guards) or door locks to reduce employee exposure to the hazard.
 - ✓ Panic buttons
 - ✓ Improved or additional lighting; and
 - ✓ Accessible exits

- **Work Practice Controls:** The Agency will adjust Work Practice Controls if Substitution or Engineering Controls are impossible or inappropriate. Additional Work Practice Controls may be necessary, in addition to Substitution and Engineering Controls, to prevent future Workplace Violence hazards. Work Practice Control strategies may include the following:
 - ✓ Posting emergency telephone numbers in the workplace for law enforcement, fire, and medical services;
 - ✓ Improved or altered communication measures;
 - ✓ Improved or altered policies of prohibited practices and a “buddy system” for specified Emergency events;
 - ✓ Adding security cameras or mirrors
- **Training:** The Agency will educate employees about the identified hazard in subsequent WVPP training.
- **Notice to Affected Employees:** The Agency will notify affected employees in writing of the corrective measures SBIAA and IVDA implemented to address the Workplace Violence hazard.

D. Recording Information regarding Workplace Violence Incidents

The Agency will document the identification, evaluation, investigation, and correction of Workplace Violence hazards and maintain such records for at least five years following the identification, investigation, and correction of such hazards.

- The Agency will record information in the Violent Incident Log for each Workplace Violence incident.
- Information that is recorded in the Log for each incident shall be based on information solicited from the employee(s) who experienced the Workplace Violence, on witness statements, and on investigation findings.
- The Agency will document all work-related injuries or illnesses caused by Workplace Violence that resulted in death, loss of consciousness, days away from work, restricted work activity or job transfer, or medical treatment beyond first aid to DOSH.

E. Responding to Workplace Violence Emergencies

The Agency will use an emergency alerting system to alert employees of the presence, location, and nature of Workplace Violence Emergencies. The alerting system may include information regarding the following:

- The existence/presence of a Workplace Violence Emergency
- The location of a Workplace Violence Emergency
- The nature of the Workplace Violence Emergency and
- The appropriate response procedures for employees

SBIAA and IVDA have developed the following evacuation and/or sheltering plan for each workplace:

- Evacuations protocols may consist of:
 - ✓ Knowing the exit pathways and at least two alternative exits.
 - ✓ Knowing where all the emergency buttons are located.
 - ✓ Knowing where all the fire alarms are located.
 - ✓ Waiting for all employees to be accounted for before leaving the premises.
- Sheltering protocols consist of:
 - ✓ Identification of a safe place to shelter in place
 - ✓ Staying in place until all individuals have been accounted for
 - ✓ Ensuring that if inside, all doors are locked to prevent unauthorized access
 - ✓ Call 911 to report the emergency.

F. Training

The IVDA/SBIAA will provide training when the Plan is first established and when new employees are hired, and annually thereafter. Content may include:

- The WVPP and how to obtain a copy of the plan at no cost
- How to participate in the development and implementation of the Plan
- Definitions and requirements of the Plan
- How to report Workplace Violence incidents or concerns without fear of reprisal
- Workplace Violence hazards specific to the employees' jobs and existing corrective measures
- How to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- How to obtain copies of records related to Workplace Violence

The training will include an opportunity for interactive questions and answers with a person knowledgeable about the IVDA/SBIAA Workplace Violence Prevention Plan.

V. Recordkeeping:

The Agency will maintain the following types of records for the following periods:

Type of Record	Maintenance Period
Records of Workplace Violence hazard identification, evaluation, and correction	Minimum of five (5) years
Training records, including training dates, contents or a summary of the training	Minimum of one (1) year

sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions	
Violence Incident Logs	Minimum of five (5) years
Records of Workplace Violence incidents investigations. These records must not contain medical information.	Minimum of five (5) year

The IVDA/SBIAA will ensure that records of Workplace Violence Incident Investigations do not contain any medical information including a patient's condition in electronic or physical form, in possession of or derived from a provider of health care, health service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental health application information, reproductive or sexual health application information, mental or physical condition, or treatment that includes or contains any element of personal identifying information sufficient to allow identification of the individual.

The Agency will make all records required by this Workplace Violence Prevention Plan available to employees, Designated Representatives, and the DOSH upon request for purposes of examination and copying.

VI. Addendum

ADDENDUM A

Committee Member Name	Committee Member Department
Mitch Dattillo	Airport Security
Ruby De Santiago	Badging
Eduardo Estrada	Airport Operations
Jennifer Lopez	Maintenance
Andres Zapata	Airport Operations
Alex Vue	IT
Ty Sanders	FBO
Carleena Foster	Properties
Louie Ramos	Maintenance
Hector Aragon	FBO
Amber Setian	Administrative Services

DRAFT



TO: Inland Valley Development Agency Board

DATE: July 10, 2024

ITEM NO: 10

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

BACKGROUND INFORMATION

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

Attachments:

1. None.



TO: Inland Valley Development Agency Board

DATE: July 10, 2024

ITEM NO: 11

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) THROUGH DECEMBER 31, 2024

SUMMARY

On December 9, 2015, the IVDA Board adopted a Strategic Plan, and in 2020 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 December 31, 2024.

FISCAL IMPACT

None. The proposed plan identifies staff resources for which funding is included in the General Fund of the adopted Inland Valley Development Agency (IVDA) Budget for Fiscal Year 2024/25.

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

BACKGROUND INFORMATION

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

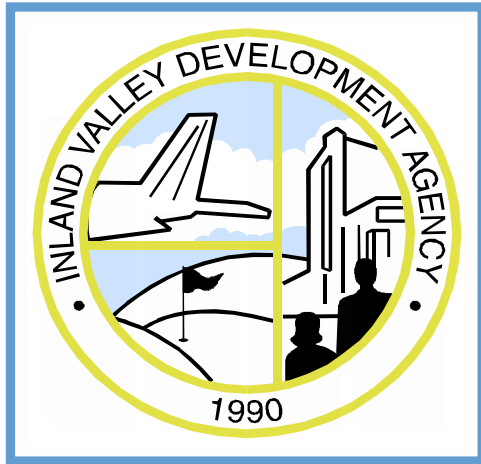
This status is offered for consideration and review. Updates and adjustments should be made, as appropriate, at each monthly interval.

For review and discussion.

Attachments:

1. IVDA Action Plan.

December 31, 2024 – IVDA Focal Areas



JPA Obligations

UAS Center at SBD

Amended ROPS

Alliance-California Obligations

Northgate Development

Gateway South Development

Economic Development
Programs

Inland Valley Infrastructure
Corridor

Sterling Avenue

Grant Programs & Initiatives



Inland Valley Development Agency

Action Plan for IVDA (12/31/24)

Month	Key Initiative	Key Resources	Completion Date
July, 2024	Updated Action Plan; UAS Center; IVIC EIR	IVDA Board & Committee, CEO, General Counsel, Director of Finance, Staff	July 31, 2024
August, 2024	Sterling Avenue; On-Base Roadways	IVDA Board & Committee, CEO, Director of Finance, Staff	August 31, 2024
September, 2024	Prepare Amended ROPS; EDA CEDS Update; Business Plan Priorities	IVDA Board & Committee, CEO, Director of Finance, Staff	September 30, 2024
October, 2024	Quarterly Financials; Economic Development Initiatives	IVDA Board & Committee, Oversight Board, Director of Finance, Clerk of Board, Staff	October 31, 2024
November, 2024	Report on Grant Programs & Legislative Initiatives	IVDA Board & Committee, CEO, Director of Finance, Staff	November 30, 2024
December, 2024	Complete Annual Audit; Business Plan Review	IVDA Board & Committee, CEO, Director of Finance, Staff	December 31, 2024

IVDA Action Plan – Implementation



July, 2024

Sub-Initiative Status:



Incomplete

In Process

Completed

Amended ROPS
(IVDA Oversight Board)

Grant Program Report &
Initiatives

JPA and Interagency Revenues
and Resources

Alliance-California Obligations
Northgate Development
Gateway South Development

Economic & Community
Development Initiatives

Inland Valley Infrastructure
Corridor
Sterling Avenue

Business Plan
Progress Report

