### **INLAND VALLEY DEVELOPMENT AGENCY**

### REGULAR MEETING AGENDA WEDNESDAY, AUGUST 14, 2024 5:00 PM

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



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

Mayor, City of Loma Linda

Frank J. Navarro, Vice-Chairperson

Mayor, City of Colton

Joe Baca, Jr., Secretary

Supervisor, County of San Bernardino

### **BOARD MEMBERS:**

John Echevarria

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 <a href="www.ivdajpa.org">www.ivdajpa.org</a>. 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 <a href="www.ivdajpa.org">www.ivdajpa.org</a>.
- 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: 1111 E. Mill Street, San Bernardino, CA 92408

Negotiating Parties: Michael Burrows, IVDA Chief Executive Officer and Terry Thompson, County of San Bernardino

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

 POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF AUGUST 14, 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]

2c. INFORMATIONAL ITEMS – REPORT ON STERLING AVENUE PROJECT [PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 016]

### 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.

RECEIVE REGISTER OF DEMANDS – AUGUST 14, 2024
 [PRESENTER: Mark Cousineau, Director of Finance PAGE#: 018]

4. RECEIVE AND FILE CASH REPORT FOR JUNE 30, 2024 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)

[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 023]

5. APPROVE CHANGE ORDER NO. 1 WITH AEC MORENO CORPORATION FOR \$25,850 FOR ADDITIONAL WORK RELATED TO THE BUILDING 58: NEW OFFICE SPACE PROJECT; APPROVE THE FILING OF A NOTICE OF COMPLETION FOR THIS CONTRACT AND AUTHORIZE THE RELEASE OF RETAINED FUNDS

[PRESENTER: Jeff Barrow, Director of Development PAGE#: 026]

6. APPROVE THE FILING OF A NOTICE OF COMPLETION WITH T & G CONSTRUCTION SERVICES, INC. FOR THE BUILDING 48: SECURITY OFFICE PROJECT AND AUTHORIZE THE RELEASE OF RETAINED FUNDS

[PRESENTER: Jeff Barrow, Director of Development PAGE#: 037]

7. APPROVE MEETING MINUTES: JULY 10, 2024 [PRESENTER: Jillian Ubaldo, Clerk of the Board PAGE#: 041]

### I. BOARD ACTION ITEMS

8. APPROVE THE FROM OF A LEASE AGREEMENT WITH OUR BREW, LLC FOR A PORTION OF BUILDING NO. 58

[PRESENTER: Darrell Hale, Property Manager PAGE#: 048]

- AWARD A CONSTRUCTION CONTRACT TO LEONIDA BUILDERS, INC. IN AN AMOUNT NOT TO EXCEED \$98,000 FOR THE BUILDING 48: TENANT IMPROVEMENTS PROJECT [PRESENTER: Jeff Barrow, Director of Development PAGE#: 072]
- 10. CONSIDER AND DISCUSS A REPORT ON ANNUAL BUSINESS PLAN PRIORITIES [PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 098]
- 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#: 124]

### 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, September 11, 2024.



**DATE: August 14, 2024** 

ITEM NO: 1

PRESENTER: Jillian Ubaldo, Clerk of the Board

SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF AUGUST 14, 2024

### **SUMMARY**

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

### RECOMMENDED ACTION(S)

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

### **FISCAL IMPACT**

None.

PREPARED BY:	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-subsidiary and certain otherwise related business entities as defined in the California Code of Regulations, Title 2, Division 6, Section 18438.5, or from any person who actively supports or opposes a particular decision in the proceeding and who has a financial interest in such decision, as defined in California Government Code Section 87103.

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

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

Agenda Item No.	<u>Contractors/Tenants</u>	Subcontractors/Subtenants
5.	AEC Moreno Corporation Hector Moreno, CEO/RMO	None.
6.	T & G Construction Services, Inc. Gloria Sanders, CEO Tracey Sanders, Vice President	None.
8.	Our Brew, LLC John Hurst, Owner	None.
9.	<u>Leonida Builders, Inc.</u> Panagiotis Leonida, President/Secretary/Treasurer	None.

### **Attachments:**

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

- **84308**. (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
- (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
- (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of **government**, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
- (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
- (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
- (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his

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

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

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

### CALIFORNIA CODES GOVERNMENT CODE SECTION 87103

- **87103.** A public official has a financial interest in a decision within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:
- (a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more.
- (b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars (\$2,000) or more.
- (c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.
- (d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.
- (e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subdivision shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Section 89503.

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

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

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- § 18438.5. Aggregated Contributions Under Section 84308.
- 4 For purposes of Section 84308:
- 5 (a) Notwithstanding the provisions of Regulation 18215.1, to determine whether a
- 6 contribution of more than \$250 has been made by any party to a proceeding, contributions made
- by a party's parent, subsidiary, or otherwise related business entity, (as those relationships are
- 8 defined in subdivision (b) below), shall be aggregated and treated as if received from the party
- 9 for purposes of the limitations and disclosure provisions of Section 84308.
- 10 (b) Parent, Subsidiary, Otherwise Related Business entity, defined.
  - (1) Parent-subsidiary. A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.
- 13 (2) Otherwise related business entity. Business entities, including corporations,
- partnerships, joint ventures and any other organizations and enterprises operated for profit, which
- do not have a parent-subsidiary relationship are otherwise related if any one of the following
- three tests is met:
- 17 (A) One business entity has a controlling ownership interest in the other business entity.
- 18 (B) There is shared management and control between the entities. In determining whether
- there is shared management and control, consideration should be given to the following factors:
- 20 (i) The same person or substantially the same person owns and manages the two entities;
- 21 (ii) There are common or commingled funds or assets;
- 22 (iii) The business entities share the use of the same offices or employees, or otherwise
- 23 share activities, resources or personnel on a regular basis;

1	(iv) There is otherwise a regular and close working relationship between the entities; or
2	(C) A controlling owner (50% or greater interest as a shareholder or as a general partner)
3	in one entity also is a controlling owner in the other entity.
4	Note: Authority cited: Section 83112, Government Code. Reference: Section 84308,
5	Government Code.
6	HISTORY
7	1. New section filed 5-26-2006; operative 6-25-2006. Submitted to OAL for filing pursuant to
8	Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924,
9	California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992
10	(FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements
11	and not subject to procedural or substantive review by OAL) (Register 2006, No. 21). For prior
12	history of section 18438.5, see Register 85, No. 8.
13	2. Amendment filed 8-12-2014; operative 9-11-2014 pursuant to title 2, section 18312(e)(1) of
14	the California Code of Regulations. Submitted to OAL for filing and printing pursuant to Fair
15	Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California
16	Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC
17	regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not
18	subject to procedural or substantive review by OAL) (Register 2014, No. 33).
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DATE: August 14, 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.



DATE: August 14, 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

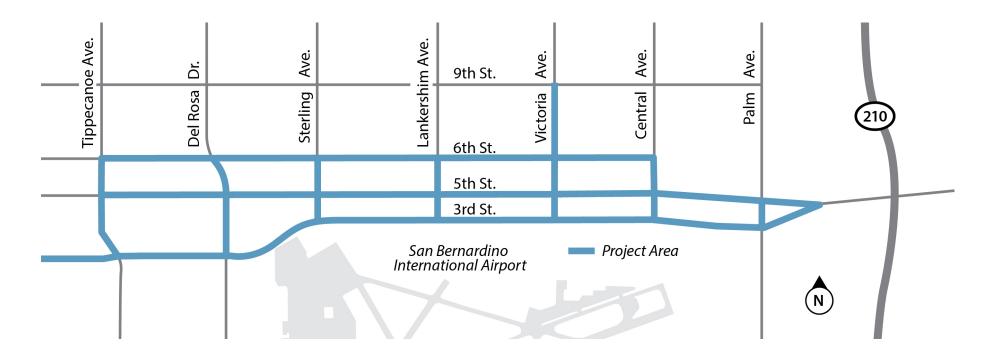
### **BACKGROUND INFORMATION**

None.

### **Attachments:**

1. Site Map.

## Inland Valley Infrastructure Corridor







DATE: August 14, 2024

ITEM NO: 2c

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: INFORMATIONAL ITEMS – REPORT ON STERLING AVENUE PROJECT

### **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.

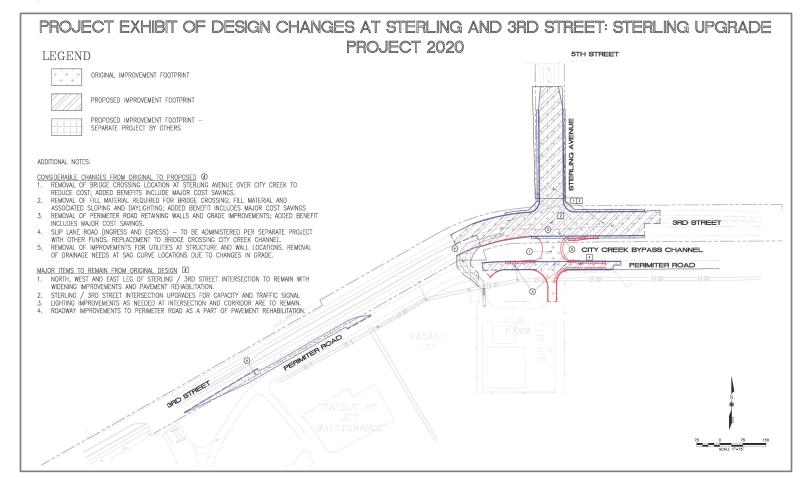
### **Attachments:**

1. Site Map.

## INFRASTRUCTURE

### Sterling Avenue Improvements

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







**DATE: August 14, 2024** 

ITEM NO: 3

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE REGISTER OF DEMANDS - AUGUST 14, 2024

### **SUMMARY**

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

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

Receive for information.

### **FISCAL IMPACT**

Disbursements for amounts due in July 2024.

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

### **BACKGROUND INFORMATION**

Total disbursement activities for July 2024 amount to \$953,675.70 that include the following.

- **Professional Services:** D&A Consulting; Desmond & Louis Inc.; Imagine Systems Inc.; Influential Drones; Tactical Drone Concepts; Terry Parisher; Tom Dodson & Associates, Zenaida Global were paid \$106,611.04.
- Capital Projects Cost: Cordoba Corporation was paid \$27,808.00.
- **Utilities:** Burrtec Waste Industries Inc.; City of SB Water Department; Southern California Edison; The Gas Company; Utility Telecom Group LLC, and Verizon Wireless were paid \$80,559.36.
- Employees Benefits: Fidelity Security Life Insurance; Health Net of California; Metropolitan Life Insurance Co.; Roundstone Management; Texas Life Insurance Company, and United World Life Insurance Co. was paid \$132,371.03.

### **Attachments:**

- 1. Register of Demands for the August 14, 2024 Board Meeting.
- 2. Visa Breakdown June 2024.

### Inland Valley Development Agency Regist of Demands for Board Meeting August 14, 2024

Line	Vendor name	Description	Payment amount
1	A.O. Reed & Co., LLC	Repairs and maintenance for HVAC system	\$ 45,356.81
2	Alliant Insurance Services Inc.	Insurance premiums and broker fees	440,325.98
3	Alsco, Inc.	Mat maintenance	175.51
4	Andersen Commercial Plumbing, LLC.	Stopped sink repair - DFAS I	435.00
5	Belico Details LLC	Agency and security vehicle wash and detailing	1,260.00
6	Board Members	Directors fees	1,225.00
7	Burrtec Waste Industries Inc.	Refuse	977.19
8	BWI Aviation Insurance Agency Inc.	Drone insurance	6,567.00
9	C & A Janitorial Services	Janitorial services and supplies	17,858.92
10	Cherrie Nguyen	Education and training	2,501.86
11	City of SB Water Department	Water and sewer services	38,155.68
12	Cordoba Corporation	3rd Street Corridor Widening Project	27,808.00
13	Corodata Shredding Inc.	Interoffice shredding services	44.45
14	D&A Consulting	Professional services - UAS Center drone standards development	2,450.00
15	Desmond & Louis Inc.	Professional event services agreement for marketing and media	4,000.00
16	Eagle Graphics LLC	Employee credit incentive for SBD online apparel store	18.20
17	Fidelity Security Life Insurance Co	Employee group benefits-flexible spending accounts	740.73
18	Fidelity Security Life Insurance Co EyeMed	Employee group benefits - vision	1,577.52
19	Forvis, LLP	Software implementation	57,589.57
20	Health Net of California Inc.	Employee group benefits - medical	65,702.50
21	Imagine Systems Inc.	IT consulting services	4,199.88
22	Influential Drones	Professional services agreement for business development, planning, and execution of the UAD/ACUASI program at SBD	8,747.27
23	Metropolitan Life Insurance Co	Employee group benefits - dental	16,954.93
24	Mobile Modular Management Corp	Mobile office rent - UAS Center at SBD, Perimeter Rd.	1,726.77
25	Quench USA, Inc.	Water purification system for Building 48	232.73
26	Roundstone Management	Premium deposit for new medical employee group benefits	26,423.39
27	RSG	Professional services - continuing disclosure and consulting	1,343.75
28	SDRMA	Workers' compensation insurance	19,679.37
29	South Coast Air Quality Mgmt District	Annual generator and storage permit fees	161.81
30	Southern California Edison	Electricity	34,435.34
31	Staples Contract & Commercial LLC	Office supplies	807.48
32	Tactical Drone Concepts	Professional services to provide consulting and training	19,083.82
33	Terry Parisher	Professional services to provide consulting to UAS Center on drone policy creation for public and private entities	6,495.00
34	Texas Life Insurance Company	Group benefits - additional life insurance	7,869.65
35	The Gas Company	Gas	4,291.26
36	Tom Dodson & Associates	Professional services for environmental services	52,182.47

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### Inland Valley Development Agency Regist of Demands for Board Meeting August 14, 2024

Line	Vendor name	Description	Payment amount
37	Toshiba Business Solutions	Professional services for environmental services	488.44
38	United World Life Insurance Co	Employee group benefits - life insurance	13,102.31
39	Utility Telecom Group LLC	Ethernet and phone services for Building 48	1,912.53
40	Verizon Wireless	Wireless monthly service	787.36
41	Visa	Office supplies and other misc. charges	8,527.62
42	Zenaida Global	Professional consulting services - UAS Center at SBD	9,452.60
	Total		\$ 953,675.70

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### Inland Valley Development Agency Visa Breakdown June 2024

Line	Description	Vendor	Department name	Transaction
	Description	70.1001	Department name	amount
1	Hardware for Building 58 gate arm	CED-Consolidated Electrical Distributors	Airport Maintenance	97.71
2	CCAC annual membership fees for M.Sutton	City Clerks Association of California	Clerk of the Board	250.00
3	CCAC annual membership fees for J.Ubaldo	City Clerks Association of California	Clerk of the Board	250.00
4	On-site records destruction	Paper Recycling and Shredding	Clerk of the Board	232.00
5	CCAC Records Retention Workshop for	City Clerks Association of California	Clerk of the Board	75.00
	M.Sutton			
6	Hospitality for Green Energy meeting	King Fish House	Executive Office	172.65
7	Conference phone line for Building 48	Free Conference Call	Executive Office	10.00
8	Software renewal for desktop maintenance	TimeValue Software	Finance	105.00
9	Secure HR fax line	Interfax	Human Resources	9.50
10	Refreshments for employee participation	Smart & Final	Human Resources	46.54
11	Employee congratulations arrangement	1-800-Flowers	Human Resources	57.89
12	Employee get well flower arrangement	1-800-Flowers	Human Resources	80.79
13	Incentives for staff engagement	Target	Human Resources	26.38
		Sum Total		\$ 1,413.46
		Visa Statement Balance:		\$1,413.46
		Date Prepared: 08/05/2024		



**DATE: August 14, 2024** 

ITEM NO: 4

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE AND FILE CASH REPORT FOR JUNE 30, 2024 FOR THE INLAND VALLEY

**DEVELOPMENT AGENCY (IVDA)** 

### **SUMMARY**

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

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

Receive and file Cash Report for June 30, 2024 for the Inland Valley Development Agency (IVDA).

### **FISCAL IMPACT**

None.

PREPARED BY:	Alka Chudasama
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 June 30, 2024, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$33,825,692.04 on June 30, 2024. Banks' statements reflect \$33,942,002.23. The difference in totals is due to the outstanding checks on June 30, 2024.

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

### **Attachments:**

1. Cash Report for June 30, 2024.

# Inland Valley Development Agency Cash Report June 30, 2024

### **IVDA JPA CASH**

Cook	Balance		Balance
Cash MMKT/ Savings Account - CHASE Bank	05/31/24 1,906,945.12	Activities 1,432,546.98	06/30/24 3,339,492.10
Checking Account - CHASE Bank Deposits In Transit:	3,300,922.04	(1,630,861.93)	1,670,060.11
Beginning Ending Outstanding Checks:	-	-	- -
Beginning Ending	(294,362.87)	294,362.87 (116,310.19)	- (116,310.19)
Payroll Account - CHASE Bank Outstanding Checks: Beginning	549.60	20,361.18	20,910.78
Ending	-	-	_
BRORF Account - CHASE Bank	3,555,947.91	135.41	3,556,083.32
Cash with Fiscal Agent- MECLT Trust	304,827.15	(211,091.96)	93,735.19
Subtotal <u>Investments</u>	8,774,828.95	(210,857.64)	8,563,971.31
Local Agency Investment Funds - Regular Account Local Agency Investment Funds - Bond Account	79,199.30 126,891.96	-	79,199.30 126,891.96
Total	206,091.26	-	206,091.26
Subtotal JPA Cash & Investments	8,980,920.21	(210,857.64)	8,770,062.57
IVDA SUCCES	SSOR AGENCY CAS	<u>H</u>	
RORF Account -CHASE Bank	8,274,848.71	131,556.94	8,406,405.65
Investments Held With Fiscal Agent			
Special Fund - US Bank - 2014 series	15.96	-	15.96
Interest Account - US Bank - 2014 series	0.01	-	0.01
Reserve Account- US Bank - 2014 series	16,649,062.46	70.71	16,649,133.17
Principal Account - US Bank- 2014 series	-	-	-
2011 Project Fund - US Bank - 2014 series	74.68	-	74.68
Subtotal SA Cash & Investments	24,924,001.82	131,627.65	25,055,629.47
Total Cash and Investments	\$ 33,904,922.03	(79,229.99) \$	33,825,692.04

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

Alka chudasana For Mark consineau.



**DATE: August 14, 2024** 

ITEM NO: 5

PRESENTER: Jeff Barrow, Director of Development

SUBJECT:

APPROVE CHANGE ORDER NO. 1 WITH AEC MORENO CORPORATION FOR \$25,850 FOR ADDITIONAL WORK RELATED TO THE BUILDING 58: NEW OFFICE SPACE PROJECT; APPROVE THE FILING OF A NOTICE OF COMPLETION FOR THIS CONTRACT AND AUTHORIZE THE RELEASE OF RETAINED FUNDS

### **SUMMARY**

This proposed change order directs the contractor to remodel the existing restroom for Unisex usage and ADA compliance and to perform additional demolition and framing work.

### RECOMMENDED ACTION(S)

Approve Change Order No. 1 with AEC Moreno Corporation for an amount not to exceed \$25,850 for additional work related to the Building 58: New Office Space Project; approve the filing of a Notice of Completion and authorize the release of retained funds for this contract; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None. The 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 50281 — Tenant Improvements — Building 58 for \$275,000 of which \$25,850 is allocated to this change order.

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

### **BACKGROUND INFORMATION**

On June 12, 2024, the IVDA Commission authorized the award of a contract with AEC Moreno Corporation for the Building 58: New Office Space Project. The project is currently underway and will construct tenant improvements at Building 58, as part of the lease agreement with the new tenant, APD, Inc. This project includes the demolition of existing damaged walls and partitions to create additional warehouse space and remodeling of existing rooms to be utilized as office space. These improvements align with IVDA's commitment to providing a safe, code compliant, efficient, and user-friendly experience for tenants.

During the course of construction, it was determined that additional code upgrades were required for a pre-existing restroom area. These additional work items were required in order to meet building codes and support general operational activities.

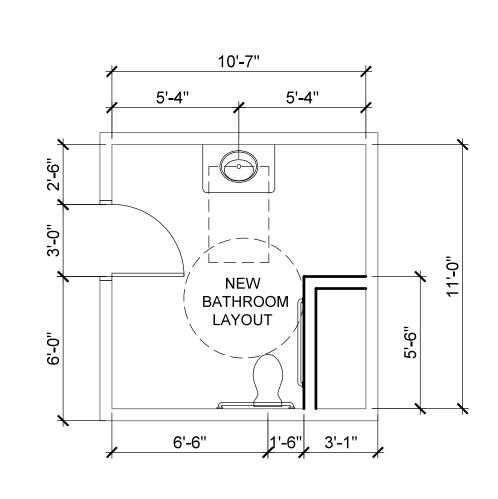
AEC Moreno Corporation Contract and proposed Change Order No. 1:

Original Contract Amount \$105,000.00 Change Order #1 \$25,850.00 New Contract Amount \$130,850.00

Pending approval of Change Order No. 1, the construction contract will be complete. Staff recommends the Commission approve the above recommended action.

### **Attachments:**

- 1. Restroom Layout
- 2. Change Order No. 1
- 3. Site Map
- 4. Photos







# CONTRACT CHANGE ORDER NO. 01 (Rev.2) SBIA Building 58 – New Office Space Project Remodel Existing Restroom, Concrete Slab Removal, & Additional Framing

To Contract: San Bernardino International Airport Authority

Date: July 29, 2023

Project Location: SBIA – Building 58 New Office Space Project

Between Owner – SBIA

and Contractor - AEC Moreno Corporation

Dear Mr. Jeff Barrow,

By signing as indicated, AEC Moreno Corporation is authorized to expend an additional \$25,850.00 (Twenty-Five Thousand Eight Hundred Fifty with 00/100 Dollars) for additional work as detailed in Scope of Work, in conjunction with our original construction contract, "SBIA Building 58 New Office Space Project".

Should this Change Order meet with your approval and concurrence please sign and return to AEC Moreno Corporation. We appreciate the opportunity to assist you on this project. Please call us if you have any questions regarding these items.

Respectfully,

Hector Moreno AEC Moreno Corp.

General Contractor

State License No. 1002896 Expiration Date: 04/30/2026



### CONTRACT CHANGE ORDER NO. 01 (Rev.1) SBIA Building 58 – New Office Space Project

### Remodel Existing Restroom, Concrete Slab Removal, & Additional Framing

AEC Moreno Corporation will furnish labor and equipment necessary to complete the following scope of work:

SCOPE OF WORK DESCRIPTION	QTY	UNIT	UNIT COST	SUB TOTAL
REMOVAL OF PLUMBING FIXTURES AND PARTITIONS: Furnish labor and equipment to remove existing plumbing fixtures and partitions from existing restroom.	1	LS	\$2,100.00	\$2,100.00
<ol><li>DRYWALL AND TEXTURE: Furnish labor and material to install drywall and texture to restroom.</li></ol>	1	LS	\$3,500.00	\$3,500.00
ELECTRICAL LIGHTING: Furnish labor and materials for the installation of rough and finish electrical.  Line-Item Materials Details:     a) Standard commercial wiring and standard sensors	1	LS	\$3,000.00	\$3,000.00
<ol> <li>RESTROOM TILE: Furnish labor and material to install restroom tile on floor and subway wall up to (4') including ceramic cove base. (\$2 material budget). See Exhibit "A"</li> </ol>	1	LS	\$3,700.00	\$3,700.00
<ol> <li>ROUGH AND FINISH PLUMBING: Furnish labor and material to install rough plumbing and finish plumbing fixtures. The scope of work includes saw cutting concrete slab and repositioning the wall mounted pipe and patching of the slab.</li> <li>Line-Item Material Details:         <ul> <li>a) Standard commercial materials and Partitional Wall See Exhibit "A" and "B"</li> </ul> </li> </ol>	1	LS	\$5,200.00	\$5,200.00
<ol> <li>RESTROOM ACCESSORIES: Furnish labor and materials for the installation of all restroom accessories including the installation of ADA grab -bars, paper towel dispenser, soap dispenser, and waste receptacles.</li> <li>See Exhibit "A" and "B"</li> </ol>	1	LS	\$4,500.00	\$4,500.00
<ol> <li>REMOVAL AND DISPOSAL OF CONCRETE SLAB:         Furnish labor and equipment to demolish concrete slab in boiler room.     </li> </ol>	1	LS	\$1,200.00	\$1,200.00
<ol> <li>ADDITIONAL FRAMING: Furnish labor and material to install additional framing at hallway and frame door opening.</li> </ol>	1	LS	\$550.00	\$550.00
<ol> <li>ELECTRICAL INSTALLATION FOR INSTANT HOT:         Furnish labor and materials to install electrical wiring for a new instant hot water system at the restroom sink. Electric Instant hot water system be provided by AEC.     </li> </ol>	1	LS	\$2,100.00	\$2,100.00
			TOTAL:	\$25,850.00



# CONTRACT CHANGE ORDER NO. 01 (Rev. 2) SBIA Building 58 – New Office Space Project Remodel Existing Restroom, Concrete Slab Removal, & Additional Framing

To Contract:	San Bernardino International Airport Authority				
Project Location:	SBIA – Building 58 New Office Space Project				
Between	Owner – SBIA				
and	Contractor - AEC Moreno Corporation				
CONTRACT ACCEPTANCE					
Total Change Order 01 Amount: \$25,850.00 (Twenty-Five Thousand Eight Hundred Fifty and 00/100 Dollars)					
CONTRACTOR SIGNATURE:		<b>DATE:</b> July 10, 2024			
Hesta Maino					
Hector Moreno AEC Moreno Corporation					
By signing below as indicated, owner agrees to additional fees and provisions as set forth in this Change Order.					
OWNER / AUTHORIZ	ED SIGNATURED:	DATE:			

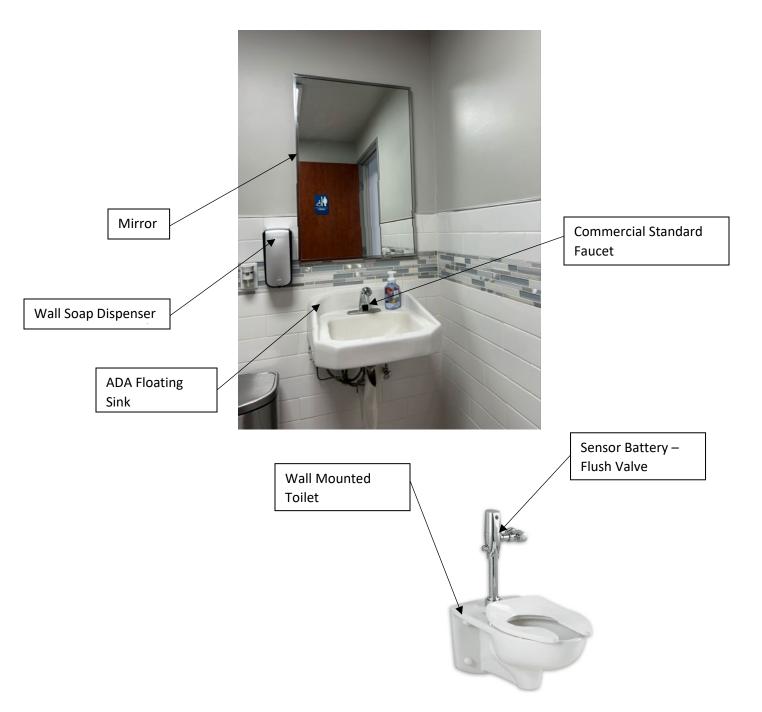




### \*Submittals will be sent for approval



### **EXHIBIT "B"**

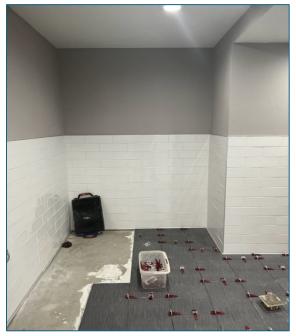


\*Submittals will be sent for approval

### **SITE MAP**



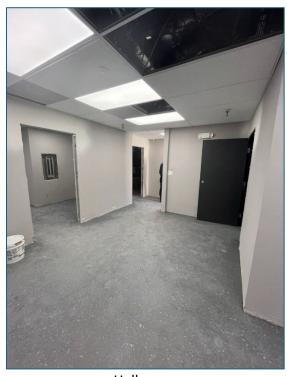
### **PHOTOS**



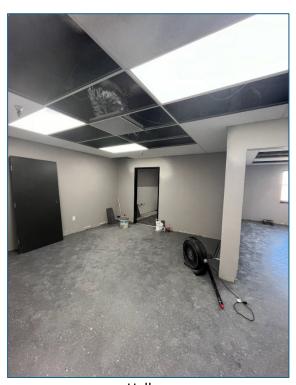
Unisex Restroom



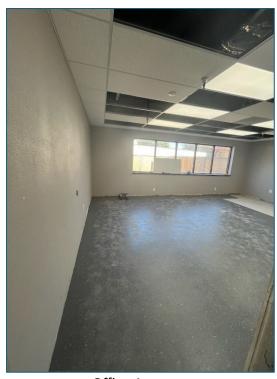
Unisex Restroom



Hallway



Hallway







Office Area



**TO: Inland Valley Development Agency Board** 

**DATE: August 14, 2024** 

ITEM NO: 6

PRESENTER: Jeff Barrow, Director of Development

SUBJECT: APPROVE THE FILING OF A NOTICE OF COMPLETION WITH T & G CONSTRUCTION

SERVICES, INC. FOR THE BUILDING 48: SECURITY OFFICE PROJECT AND

**AUTHORIZE THE RELEASE OF RETAINED FUNDS** 

#### **SUMMARY**

The Building 48: Security Office Project is now completed in accordance with the plans and specifications and can be accepted as complete by the Inland Valley Development Agency Board. If accepted, the release of the remaining retention should also be issued.

#### RECOMMENDED ACTION(S)

Approve the filing of a Notice of Completion with T & G Construction Services, Inc. for Building 48: Security Office construction contract and the release of retained funds; and authorize the Chief Executive Officer to execute all related documents.

#### **FISCAL IMPACT**

None.

PREPARED BY:	Griselda Lizarraga
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Alka Chudasama
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

#### **BACKGROUND INFORMATION**

On July 10, 2024, the Inland Valley Development Agency (IVDA) Board approved a construction contract with T & G Construction Services, Inc. for the Building 48: Security Office Project. This project entailed the reconfiguration of the existing Security Office suite's floor plan by annexing 168 SF into the adjoining office suite. A new men's locker room was created in the annexed 168 SF, and the previous locker room was converted to a secuirty office.

The construction consisted of the demolition of existing walls, framing of new partition walls, and relocation of existing doors and lockers per the new layout. The T-bar system, HVAC ducting, and electrical fixtures were reworked. New installations included carpet, rubber flooring, additional lockers, and paint throughout.

Completing this project facilitated the requirements of a new tenant while increasing the quantity of locker units and adequate equipment storage space to meet the needs of our security staff.

Staff recommends the Board approve the above recommended actions.

#### **Attachments:**

- 1. Site Map
- Photos

## SITE MAP



# **PHOTOS**



Men's Locker Room



Security Office



Hallway



**TO: Inland Valley Development Agency Board** 

**DATE: August 14, 2024** 

ITEM NO: 7

PRESENTER: Jillian Ubaldo, Clerk of the Board

SUBJECT: APPROVE MEETING MINUTES: JULY 10, 2024

#### **SUMMARY**

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

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

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

#### **FISCAL IMPACT**

None.

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

#### **BACKGROUND INFORMATION**

None.

#### **Attachments:**

1. July 10, 2024 meeting minutes.

### **INLAND VALLEY DEVELOPMENT AGENCY**

# REGULAR MEETING BOARD ACTIONS WEDNESDAY, JULY 10, 2024

5:00 P.M.

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



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

Board Members		
City of Colton		
Mayor Frank Navarro	Present	
Mayor Pro Tem John Echevarria	Present	
VACANT		
City of Loma Linda		
Mayor Phillip Dupper, Chairperson	Present	
Councilmember Rhodes Rigsby	Present (Arrived 5:04 p.m.)	
Councilmember Rhonda K. Spencer-Hwang (alt)	Absent	
County of San Bernardino		
Supervisor Joe Baca, Jr.	Present	
Supervisor Jesse Armendarez	Present	
Supervisor Dawn Rowe (alt)	Absent	
City of San Bernardino		
Mayor Helen Tran	Present (Arrived 5:16 p.m.)	
Councilmember Juan Figueroa	Present	
Councilmember Sandra Ibarra	Present (Arrived 5:05 p.m.)	
Mayor Pro Tem Fred Shorett (alt)	Present	
	(In Audience, Arrived 5:03 p.m.)	
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	Mark Cousineau, Director of Finance	
Catherine Pritchett, Director of Administration	Jillian Ubaldo, Clerk of the Board	

The Regular Meeting of the Inland Valley Development Agency Board was called to order by Chairperson Phillip Dupper at approximately 5:02 P.M. on Wednesday, July 10, 2024, in the Main Auditorium of the Norton Regional Event Center, 1601 East Third Street, San Bernardino, California.

#### A. CALL TO ORDER / ROLL CALL

Roll call was duly noted and recorded.

Members of the Board and the public joined Supervisor Baca in the Pledge of Allegiance.

#### B. **CLOSED SESSION PUBLIC COMMENT**

There were no closed session public comments.

#### C. **CLOSED SESSION**

Chairperson Phillip Dupper recessed to closed session at 5:03 P.M. Mr. Michael Lewin, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, read the closed session items as posted on the Agenda.

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

Chairperson Phillip Dupper reconvened the meeting at 5:26 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

Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, noted that an additional item came to the attention of the Inland Valley Development Agency Staff subsequent to the posting of the agenda for the July 10, 2024, meeting. Pursuant to Government Code Section 54954.2, staff is requesting the IVDA Board Members add Item No. 12 to the Regular Agenda.

12. Award a Construction Contract to T & G Construction Services, Inc. in an amount not to exceed \$50,154.21 for Building 48: Security Office Project

Add Item No. 12, Award a Construction Contract to T&G Construction Services, Inc., to the July

10, 2024, Inland Valley Development Agency (IVDA) Regular Board Meeting Agenda.

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Baca / Navarro

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

NAYS: None
ABSTENTIONS: None
ABSENT: None

#### 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
- 2b. Mr. Burrows provided a brief update on the progress of the Environmental Impact Report (EIR) for the Inland Valley Infrastructure Corridor (IVIC). Staff will be announcing the circulation schedule for the draft EIR by the end of July and requesting feedback from the IVDA Board regarding communication outreach at the next regular meeting.

#### H. **BOARD CONSENT ITEMS**

- 3. Receive Register of Demands July 10, 2024
- 4. Receive and file Cash Report for May 31, 2024, for the Inland Valley Development Agency (IVDA)
- Award a Construction Contract to AEC Moreno Corporation in an amount not to exceed \$28,500
   for DFAS 1: Trash Enclosure Project
- 6. 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
- 7. Approve Meeting Minutes: June 12, 2024

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

**IVDA** 

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Baca / Navarro

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

NAYS: None ABSTENTIONS: None ABSENT: None

#### I. BOARD ACTION ITEMS

8. Approve the form of a Lease Agreement with Local Agency Formation Commission for a portion of Building No. 48

Mr. Michael Burrows provided a brief report on behalf of Darrell Hale, Property Manager, regarding the lease agreement and referenced a site map of Building No. 48.

**ACTION:** 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.

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Baca / Tran

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

NAYS: None
ABSTENTIONS: None
ABSENT: None

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

Ms. Catherine Pritchett, Director of Administration, provided an overview and explained the purpose of the Workplace Violence Prevention Plan.

Councilmember Sandra Ibarra inquired whether IVDA Board Members would be required to provide a certificate of completion of the State of California mandated Workplace Violence Prevention Plan training; Ms. Pritchett clarified that the members respective agencies would provide the required training.

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

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Ibarra / Tran

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

NAYS: None ABSTENTIONS: None ABSENT: None

**IVDA** 

10. Consider and Discuss a report on Annual Business Plan Progress

Mr. Michael Burrows, Chief Executive Officer, introduced Ms. Jillian Ubaldo, Clerk of the Board, who presented the ESRI ArcGIS Story Map of the IVDA's 2023 Business Plan Update; available by clicking here.

Supervisor Baca, Jr. commended staff for their hard work and commented on the SBD Airport having a stronger presence in the community.

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

11. Review Status of the Action Plan for the Inland Valley Development Agency (IVDA) through December 31, 2024

Mr. Michael Burrows, Chief Executive Officer, provided a brief report referenced a PowerPoint presentation entitled "December 31, 2024 – IVDA Focal Areas" (as contained on page 097-099 in the Agenda Packet).

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

Mr. Michael Burrows also recognized the Clerk of the Board Department on the 2023 Business Plan Update Presentation.

#### J. ADDED AND DEFERRED ITEMS

12. Award a Construction Contract to T & G Construction Services, Inc. In an amount not to exceed \$50,154.21 for Building 48: Security Office Project

A staff report regarding Item No. 12 was provided to the Board members, staff, and members of the public.

Mr. Jeff Barrows, Director of Development, provided a brief overview of the Security Office Project, which would increase the quantity of locker units and provide additional office space in the Security Office at Building 48.

**ACTION:** Award a Construction Contract to T&G Construction Services, Inc. in an amount not to exceed

\$50,154.21 for Building 48: Security Office Project; and authorize the Chief Executive Officer

to execute all related documents.

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Baca / Navarro

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

NAYS: None
ABSTENTIONS: None
ABSENT: None

#### K. OPEN SESSION PUBLIC COMMENT

Ms. Tanya Gonzalez, a member of the San Bernardino Airport Communities, spoke on the Environmental Impact Report for the Inland Valley Infrastructure Corridor Project and emphasized the importance of community engagement. She stated that the community has conducted audit walks, taken pictures, and compiled reports on the conditions of the streets, and would like to present these findings to staff.

Mr. Michael Burrows informed Ms. Gonzalez that final reviews and drafts are currently underway and expected to be available by the end of July. He mentioned that these documents can be provided to Ms. Gonzalez when they are available and expressed interest in reviewing the report on the community's findings.

#### L. **BOARD MEMBER COMMENT**

Mayor Frank Navarro commended staff on the 2023 Business Plan Update Presentation.

#### M. **ADJOURNMENT**

There being no further business before the Board at this session, Chairperson Phillip Dupper declared the meeting adjourned at 5:49 P.M.

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

Jillian Ubaldo Clerk of the Board



**TO: Inland Valley Development Agency Board** 

**DATE: August 14, 2024** 

ITEM NO: 8

PRESENTER: Darrell Hale, Property Manager

SUBJECT: APPROVE THE FORM OF A LEASE AGREEMENT WITH OUR BREW, LLC FOR A PORTION

OF BUILDING NO. 58

#### **SUMMARY**

Our Brew, LLC (Our Brew) is a California limilited liability company which operates a craft brewery located in Redlands, California. Under the terms of the proposed lease, Our Brew would lease approximately 7,564 square feet of interior and exterior space in Building No. 58 (former Base Exchange).

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

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

#### **FISCAL IMPACT**

None. The revenue for this lease is included in the approved Inland Valley Development Agency (IVDA) Fiscal Year 2024-2025 Budget in the Property Management Fund, Account 40110 – Lease Revenue.

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

#### **BACKGROUND INFORMATION**

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

Our Brew, LLC (Our Brew) is a California limited liability company which operates a craft brewery located in Redlands, California. The company is interested in leasing 2,419 square feet of the northerly retail portion of the building to establish a new brewery and eatery. This portion of the building was previously occupied by a brewery who ceased operations prior to the pandemic. In addition, Our Brew will be leasing other suites and areas of Building 58 for its brewing facility, storage and patio space totaling 7,564 square feet.

Our Brew has been in business since 2018 and offers a wide selection of craft beers, ciders, and seltzers. The company was incorporated on December 26, 2017, and is currently located in the City of Redlands, California.

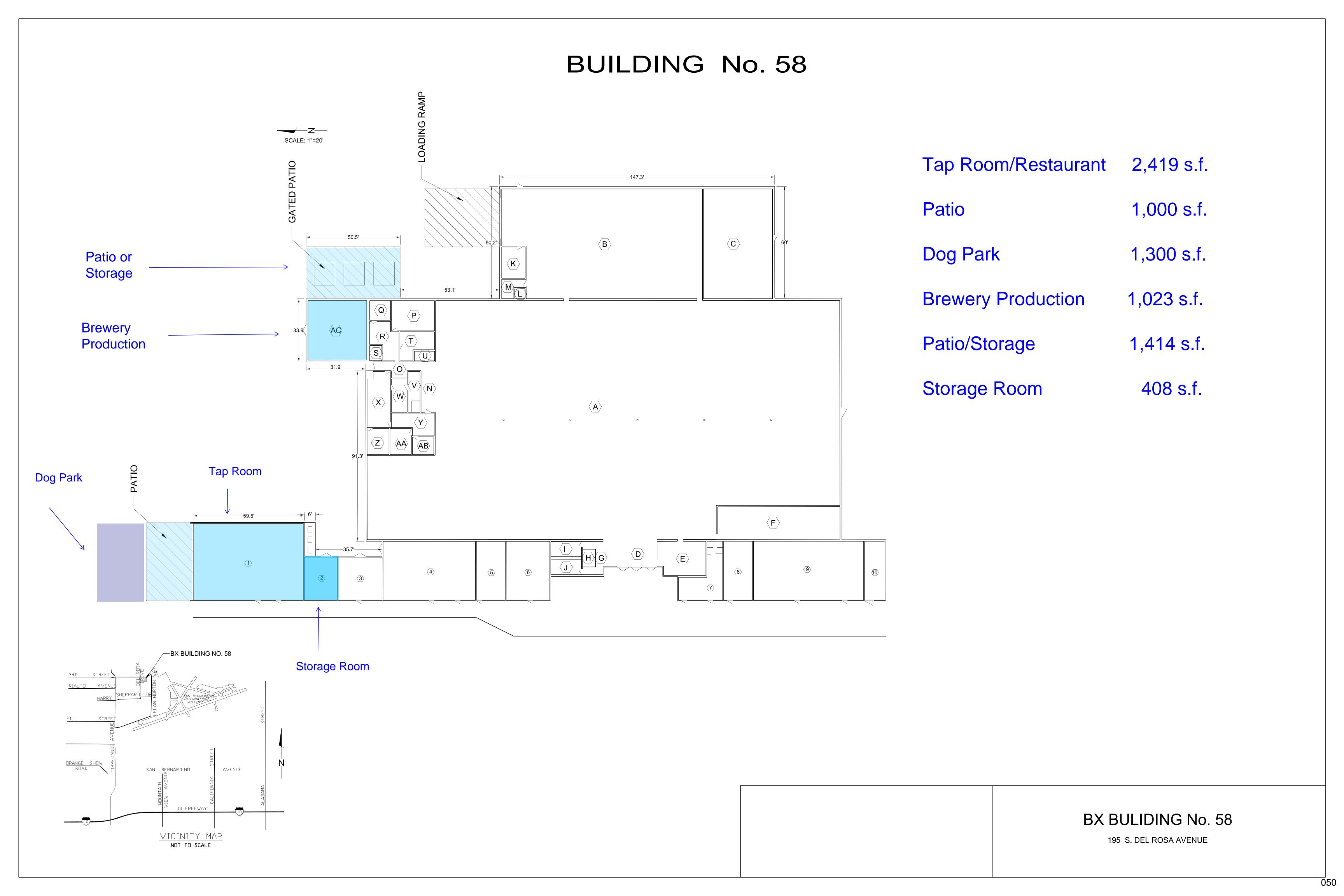
Principle terms and conditions of the proposed lease are as follows:

- Premises: approximately 7,564 square feet within the Building 58 development
- Lease Term: Five (5)-years, with a five (5)-year option to extend
- Three percent (3%) annual rent escalations
- Security Deposit: Equal to one (1) month's rent upon execution of Lease
- Monthly Base Rent lease revenue of \$3,134.50 per month (\$37,614.00 annually) prior to rental abatement
- Our Brew to perform certain tenant improvements to the premises, including plumbing, interior painting, ceiling, and flooring along with extensive infrastructure for installation of brewing equipment
- Modified Gross Lease: Our Brew to maintain all portions of the premises and pay all applicable utility charges; electric, janitorial, and refuse expenses.
- Our Brew to pay all applicable possessory interest taxes and maintain commercial general liability and fire insurance coverage naming IVDA as an additional insured
- Our Brew 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



# INLAND VALLEY DEVELOPMENT AGENCY (IVDA) LEASE AGREEMENT BY AND BETWEEN THE IVDA AND OUR BREW

This Inland Valley Development Agency Lease (hereinafter referred to as this "Lease") is dated as of November 1, 2024, by and between the Inland Valley Development Agency, a joint powers authority, herein referred to as "Lessor," and Our Brew, herein referred to as "Lessee," for usage of approximately Seven Thousand Five-Hundred Sixty Four (±7,564) square feet of Brewery, Restaurant, Patio, and Storage space, located at 195 S. Del Rosa Avenue (also referred to as Building 58) in San Bernardino, CA 92408, herein referred to as "Premises," as more specifically described in **Exhibit "A"** attached to this Lease, on the following terms and conditions:

#### **ARTICLE 1. TERM OF LEASE**

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

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

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

Section 1.4 Lessee shall have an option to extend the Term of this Lease for One (1) extended term of Five (5) years. As a condition precedent to the exercise by Lessee of each such option, Lessee shall give written notice to Lessor of its exercise of the option at least six (6) months prior to the time each such extended term is to commence. Notwithstanding the foregoing, if Lessee is in default of any of the terms or provisions of this Lease on the date of

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

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

#### ARTICLE 2. RENT AND SECURITY DEPOSIT

The demised premises of Building 58 consisting of approximately 7,564 Section 2.1 square feet total. Tap Room Restaurant area (\$2,419.00 per month [\$1.00 per square foot for 2,419 square feet]); Brewery Production Unit (\$511.50 per month [\$0.50 per square foot for 1,023 square feet]); Storage Room Unit (\$240.00 per month [\$0.50 per square foot for 408 square feet]); Patio (No charge for 1,000 square feet); Dog Park (No charge for 1,300 square feet); Patio/Storage (No charge for 1,414 square feet); and 50 parking spaces; all as depicted on Exhibit "A", attached hereto. Upon completion of the initial tenant improvements by Lessor following the Lease Commencement date\*, Lessee shall pay Lessor a monthly rent of Three Thousand One-Hundred and Seventy Dollars and 50/100's (\$3,170.50) ("Rent") for the use of the Premises during the remaining term of this Lease, subject to the provisions of Sections 2.3 and 2.4, herein. Each installment of Rent is due on or before the first calendar day of each month, with no express or implied grace period. Rent for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of said month. All Rent payments to Lessor are absolute Rent payments and are not subject to any off-set or credit for any repair or maintenance work of Lessee, other than as specifically set forth in this Lease. Rent shall be paid by Lessee to Lessor at 1601 East Third Street, Suite #1, San Bernardino, California 92408, or, at any other place as Lessor may from time-to-time designate by written notice delivered to Lessee. All monetary obligations of Lessee to Lessor under the terms and conditions of this Lease shall be considered Rent. \*See Addendum to Lease, Article 12, Rent Schedule

Section 2.2 Lessee shall deposit with Lessor a deposit in the amount of Six Thousand Three-Hundred and Forty-one no/100's (\$6,341 .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.

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

Section 2.4 If Lessee exercises the option in Section 1.4 to extend the Term of this Lease, the Rent for each such option term shall increase by three percent (3%) on the commencement of the extend Term and on the beginning of each Rent Year thereafter pursuant to Section 2.3 above.

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

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

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

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

Section 3.4 Lessee shall not commit or permit the commission by others of any waste on the Premises. Lessee shall not maintain, commit or permit the maintenance or commission

of any nuisance as defined in Civil Code §3479 on the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose.

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

Section 3.6 Lessee shall at Lessee's own cost and expense comply with any and all statutes, ordinances, regulations and requirements of all governmental agencies and entities, both federal and state and county or municipal, relating to Lessee's use and occupancy of the Premises, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted.

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

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

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

#### ARTICLE 4. MODIFIED GROSS LEASE

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

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

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

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

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

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

- 2. To temporarily close any of the Common Areas for maintenance purposes so long as reasonable access to the Leased Premises remains available, upon ten (10) calendar days' advance notification; and
- 3. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Property, or any portion thereof.

#### **ARTICLE 5. TAXES**

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

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

#### ARTICLE 6. CONDITION OF PREMISES

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

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

Section 6.3 Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms of this Lease, for the

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

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

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

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

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

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

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

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

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

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

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

Initials of Lessee:	

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

Section 7.7 "Hazardous Substances" means and includes without limitation those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminate" in

CERCLA, RCRA, TSCA, HMTA, or under any other environmental law; and those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302]; and other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and any material, waste, or substance that is: (1) a petroleum or refined petroleum product, (2) asbestos, (3) polychlorinated biphenyl, (4) designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317, (5) a flammable explosive, or (6) a radioactive material.

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

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

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

#### ARTICLE 8. GENERAL INDEMNITY AND INSURANCE

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

Section 8.2 Throughout the Term of this Lease, and at all times that Lessee is in possession of the Premises, Lessee shall carry and maintain public liability insurance, including but not limited to insurance against assumed and contractual liability under this Lease, with per occurrence limits of liability of not less than \$1,000,000 for property damage, \$1,000,000 in the event of bodily injury or death of any one person, and \$1,000,000 for any one accident or casualty. All such insurance policies shall name Lessor as an additional insured. Lessee waives

subrogation and agrees that Lessor and Lessee are coinsured. Lessee waives any and all rights of recovery against Lessor. Lessee assumes all risk of damage to property in or about the Premises from any cause and Lessee hereby waives all claims against Lessor for such property damage.

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

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

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

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

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

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

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

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

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

- (a) The vacating or abandonment of the Premises by Lessee. The absence of Lessee from or failure by Lessee to conduct business on the Premises for a period of thirty (30) consecutive calendar days shall constitute such abandonment.
- (b) The failure by Lessee to make any payment of Rent or any other payment required to be made by Lessee under this Lease as and when due, where such failure shall continue for a period of seven (7) calendar days after written notice from Lessor to Lessee; provided that Lessor shall not be required to give more than two (2) such notices in any calendar year. If Lessor gives two (2) notices in any calendar year, then for the balance of such year, Lessee shall be in default if Rent is not paid within seven (7) calendar days from the date due without the requirement of any notice from Lessor.
- (c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in Paragraph (b) above, where such failure shall continue for a period of thirty (30) calendar days after written notice from Lessor to Lessee.
- (d) The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to be adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, it is dismissed within thirty (30) calendar days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets of Lessee's interest in this Lease, when that seizure is not discharged within thirty (30) calendar days.

Section 9.3 In the event of a material default or breach of this Lease by Lessee, Lessor may terminate this Lease and Lessee's right to possession of the Premises, in which case Lessee shall immediately surrender possession of the Premises to Lessor.. On termination of this Lease, Lessor may recover from Lessee all of the following:

(a) The worth at the time of the award of any unpaid Rent that had been earned at the time of the termination, to be computed by allowing interest at the rate of

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

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

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

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

Section 9.7 The Rent is due on the first day of the month. If the first day of the month falls on a Saturday, Sunday or holiday, the Rent is due to Lessor on the preceding business day. If Lessee fails to timely pay the monthly Rent, a late fee of five percent (5%) of Lessee's Rent shall be charged.

#### **ARTICLE 10. MISCELLANEOUS**

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

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

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

Section 10.4 Notwithstanding Section 10.3, Lessor shall have the right to terminate this Lease and shall have no obligation to repair, restore or rebuild the Premises or the Building, if damage or destruction resulting from a Force Majeure, including without limitation earthquakes, fires or floods, exceeds 25% of the value of the Premises. If Lessor elects to terminate this Lease pursuant to this Section, Lessor shall give written notice to Lessee not later than sixty (60) days after occurrence of the Force Majeure.

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

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

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

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

If to Lessor: Chief Executive Officer

Inland Valley Development Agency 1601 East Third Street, Suite 1 San Bernardino, California 92408

Tel: (909) 382-4100

Email: mburrows@sbdairport.com

If to Lessee: APD Incorporated

James J. Shih, President 1460 Paso Fino Place Norco, CA 92860

Tel: (888) 627-3462

Email: jamess@apdindustrial.com

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

#### Section 10.9

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

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

Section 10.11 If either party to this Lease brings an action to enforce or declare rights under this Lease, the prevailing party in any such action shall be entitled to its reasonable costs,

attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom and any appeals therefrom, and enforcement of any judgment in connection therewith, as determined by the court.

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

Section 10.13 Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections are to this Lease. All exhibits referred to in this Lease are attached and incorporated by this reference. In the event the date on which Lessor or Lessee is required to take any action under the terms of this Lease is not a business day, the action shall be taken on the next succeeding business day.

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

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

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

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

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

Section 10.19 Real Estate Brokers.

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

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

Lessee's Brokerage Seppi Esfandi License No. 01330507 Lessee's Agent Seppi Esfandi is the Lessee's Agent (salesperson or broker associate).

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

Section 10.20 Lessee shall within ten (10) days after written notice from Lessor execute, acknowledge and deliver an Estoppel Certificate in writing in a form reasonably requested by Lessor, certifying to the complete performance of Lessor under this Lease or indicating in writing any exceptions, plus such additional information, confirmation and/or statements as may be reasonably requested by Lessor.

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

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

Section 10.23 American With Disability Act Compliance. (provisions to be added prior to signature)

#### [SIGNATURES ON FOLLOWING PAGE]

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

	LESSOR: INLAND VALLEY DEVELOPMENT AGENCY, a Regional Joint Powers Authority
	By: Michael Burrows Chief Executive Officer
ATTEST:	
	LESSEE: APD Incorporated, a California corporation
	By: James J. Shih President
	By: Siavash Esfandi, CEO

#### **ADDENDUM TO LEASE**

By and Between

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

Dated August 1, 2024

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

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

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

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

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

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

## EXHIBIT "A"

(See Following Page)

## EXHIBIT "A-1"

(See Following Page)



**TO: Inland Valley Development Agency Board** 

**DATE: August 14, 2024** 

ITEM NO: 9

PRESENTER: Jeff Barrow, Director of Development

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO LEONIDA BUILDERS, INC. IN AN

AMOUNT NOT TO EXCEED \$98,000 FOR THE BUILDING 48: TENANT

**IMPROVEMENTS PROJECT** 

#### **SUMMARY**

The award of this construction contract would authorize Leonida Builders, Inc. to construct certain tenant improvements at Building 48.

#### RECOMMENDED ACTION(S)

Award a construction contract to Leonida Builders, Inc. in an amount not to exceed \$98,000 for the Building 48: Tenant Improvements 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 — Building 48, for \$225,000 of which \$98,000 is allocated to this project.

Prepared By:	Griselda Lizarraga
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Alka Chudasama
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

#### **BACKGROUND INFORMATION**

Building 48 is located at 1601 E Third Street, San Bernardino, CA 92408. The building serves as the headquarters for the executive and administrative personnel of the Inland Valley Development Agency (IVDA). The agency has experienced significant growth over the years, continuously increasing its daily operations and the number of services provided. The agency's administrative staff play a key role in ensuring the smooth operation of all its activities. Consequent to IVDA's expansion, is a rise in administrative needs and in turn a demand for additional administrative staff. The proposed tenant improvements call for the creation of a new Human Resources (HR) office within the existing HR Department, adding a new office within the existing Clerk of the Board division, and the construction of a dedicated lactation room within the existing Women's Restroom.

Among the work is constructing partition walls to create new offices within the existing open areas of the HR Office and Clerk of the Board division. The scope of work includes reworking of existing electrical and HVAC, new electrical, painting throughout, and installation of new doors to match existing finishes. In the women's restroom, a new partition wall will be framed to separate the existing restroom from the new lactation room. Demolition of walls, tiles, and existing plumbing will be performed in the new lactation area. The plumbing will be reworked for a new sink, and a baby changing table will be installed in compliance with ADA Standards.

Staff solicited proposals from qualified contractors. Four (4) proposals were received, with the full project cost identified below:

•	Leonida Builders, Inc.	\$98,000.00
•	AEC Moreno Corporation	\$102,175.00
•	J. Peace Builders, Inc.	\$112,864.00
•	T & G Construction	\$128,435.92
•	Jergensen Construction	Declined to Bid
•	Icon General Contractors	Declined to Bid
•	Doug Rice Construction	Declined to Bid
•	H5 Construction	No Response

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

Staff recommends the Board approve the above recommended actions.

#### **Attachments:**

- 1. Schedule of Values & Plans
- 2. Contractors' Proposals
- 3. Site Map

# **BLDG. 48: TENANT IMPROVEMENTS**SCHEDULE OF VALUES

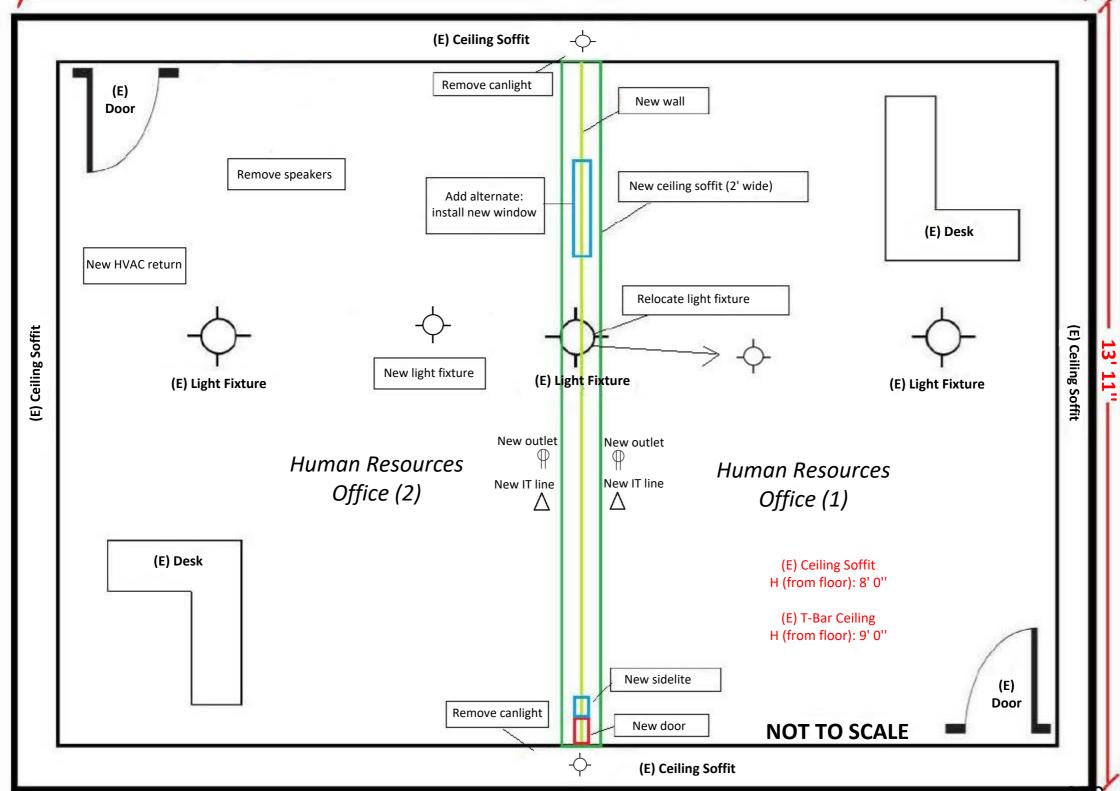
#### **Contractor:**

Item No.	Description	Qty	Unit	Unit Cost	Fee				
Area: Hum	an Resources Offices								
1	Relocate hanging light fixture	1	LS	\$ -	\$ -				
2	Remove existing canlights (in ceiling soffit)	EA	\$ -	\$ -					
3	Remove ceiling speakers & install new ceiling tiles as needed	2	EA	\$ -	\$ -				
4	Erect new full height wall to underside of deck (across center of room) (per <b>Detail</b> 18 on plan sheet A-501)	1	LS	\$ -	\$ -				
5	Erect new ceiling soffit (above new wall) (2" wide) (finish to match existing)	1	LS	\$ -	\$ -				
6	Install new door (to match existing; see door schedule on plan sheet <b>A-601</b> , <b>Type A</b> )	1	LS	\$ -	\$ -				
7	Install new sidelite (next to new door) (see door schedule on plan sheet <b>A-601</b> , <b>Type A</b> )	1	LS	\$ -	\$ -				
8	Install new hanging light fixture (to match existing) (see photo)	1	LS	\$ -	\$ -				
9	Install new HVAC return grill & rework HVAC ducting as needed	1	LS	\$ -	\$ -				
10	Install new electrical outlets (dual) (back to back)	2	EA	\$ -	\$ -				
11	Install new IT lines (above T-bar)	2	EA	\$ -	\$ -				
12	Paint; (1) coat of primer; (2) coats of finish (to match existing) @ new drywall areas	1	LS	\$ -	\$ -				
13	Install new rubber baseboard (to match existing)	1	LS	\$ -	\$ -				
14	Add alternate: Install new window (4' x 4', tempered glass)	1	LS	\$ -	\$ -				
Area: Clerk	c's Office								
1	Erect new full height wall to underside of deck (per <b>Detail 18</b> on plan sheet <b>A-501</b> )	1	LS	\$ -	\$ -				
2	Install new door (to match existing; see door schedule on plan sheet <b>A-601, Type C</b> )	1	LS	\$ -	\$ -				
3	Install new sidelite (next to new door) (see door schedule on plan sheet <b>A-601</b> , <b>Type C</b> )	1	LS	\$ -	\$ -				
4	Install new T-bar ceiling system at new office area	1	LS	\$ -	\$ -				
5	Rework T-bar ceiling to tie into new framed wall	1	LS	\$ -	\$ -				
6	Rework electrical & HVAC ducting as needed to accommodate new layout	1	LS	\$ -	\$ -				
7	Relocate lights per new layout	2	EA	\$ -	\$ -				
8	Relocate ceiling motion sensor	1	EA	\$ -	\$ -				
9	Install new electrical outlet (dual) 1 EA \$ - !								

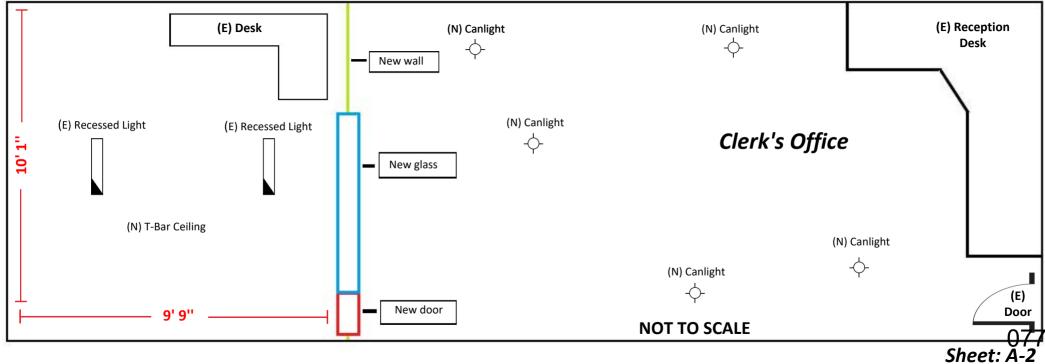
10	Install new ceiling motion sensor	1	EA	\$ -	\$	-	
11	Install new HVAC return grill & rework HVAC ducting as needed	1	EA	\$ -	\$	-	
12	Install new canlights (to match existing in HR Offices) 5 EA \$ -						
13	Paint; (1) coat of primer; (2) coats of finish (to match existing) @ new drywall areas 1 LS \$ -						
14	Install new baseboard (to match existing)	1	LS	\$ -	\$	-	
Area: Lact	ation Room						
1	Demo walls, wall tiles, floor tiles, & wall bench	1	LS	\$ -	\$	-	
2	Erect new wall to hard lid 1 LS \$ -						
3	Demo existing shower fixtures & cap plumbing	1	LS	\$ -	\$	-	
4	Remove existing lockers	1	LS	\$ -	\$	-	
5	Reconfigure & relocate existing wall light fixture	1	EA	\$ -	\$	-	
6	Rework electrical & HVAC ducting as needed to accommodate new layout	1	LS	\$ -	\$	-	
7	Install new electrical outlet (dual) 1 EA \$						
8	Install new floor tiles (grey ceramic)	1	LS	\$ -	\$	-	
9	Install new wall tiles (to match existing) (along new wall; facing into existing women's restroom)	1	LS	\$ -	\$	-	
10	Install new countertop (stone)	1	EA	\$ -	\$	-	
11	Install new drop in sink (single)	1	EA	\$ -	\$	-	
12	Install new sink faucet (motion sensor)	1	EA	\$ -	\$	-	
13	Install new soap dispenser (motion sensor)	1	EA	\$ -	\$	-	
14	Install new combination paper towel dispenser / waste receptacle (recessed-mounted / stainless steel)	1	EA	\$ -	\$	-	
15	Install new standard ADA compliant baby changing table (wall mount; w/ proper backing)	1	EA	\$ -	\$	-	
16	Remove existing door signage & install new door signage	1	LS	\$ -	\$	-	
17	Install new privacy door lock (vacant / occupied type)	1	EA	\$ -	\$	-	
18	Drywall repairs / patching / skim coat as needed	1	LS	\$ -	\$	-	
19	Paint; (1) coat of primer; (2) coats of finish (to match existing) @ entire work area	1	LS	\$ -	\$	-	
20	Install new tile baseboard (color & type to be selected by owner)	1	LS	\$ -	\$	-	
			•	TOTAL FEE:	\$	-	

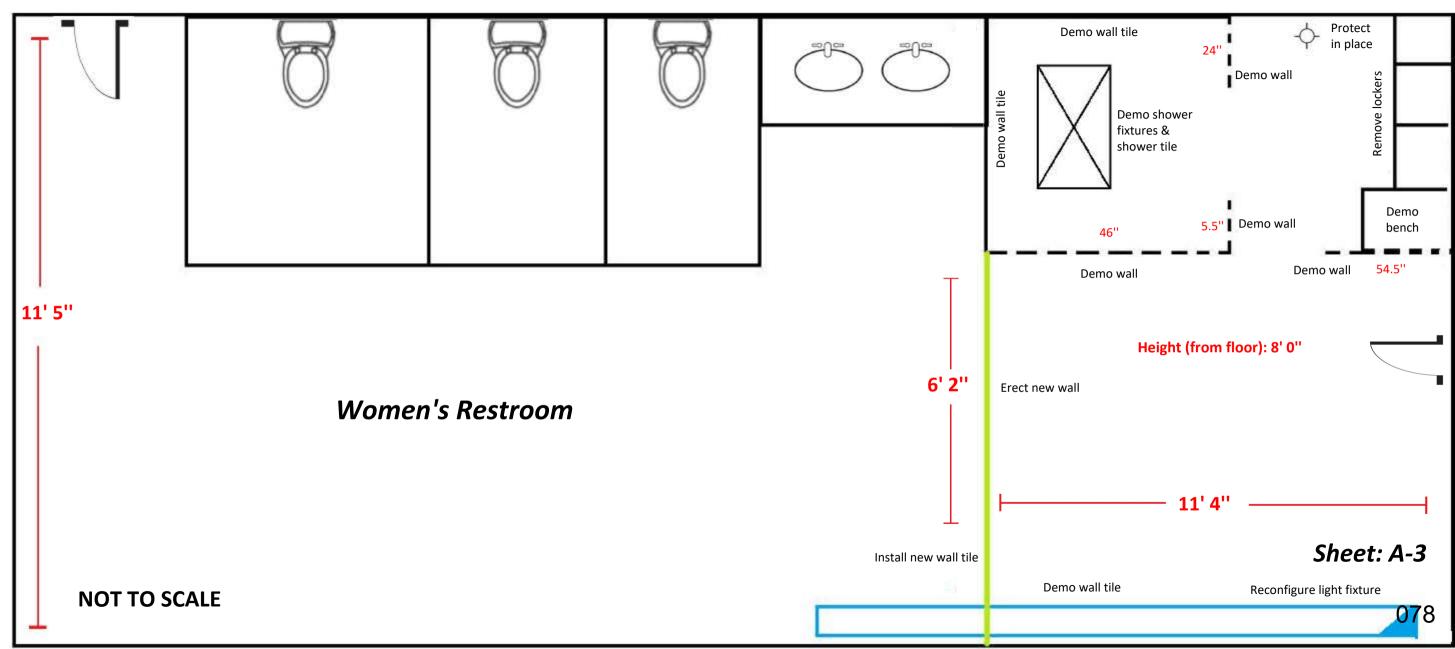
#### **GENERAL NOTES**

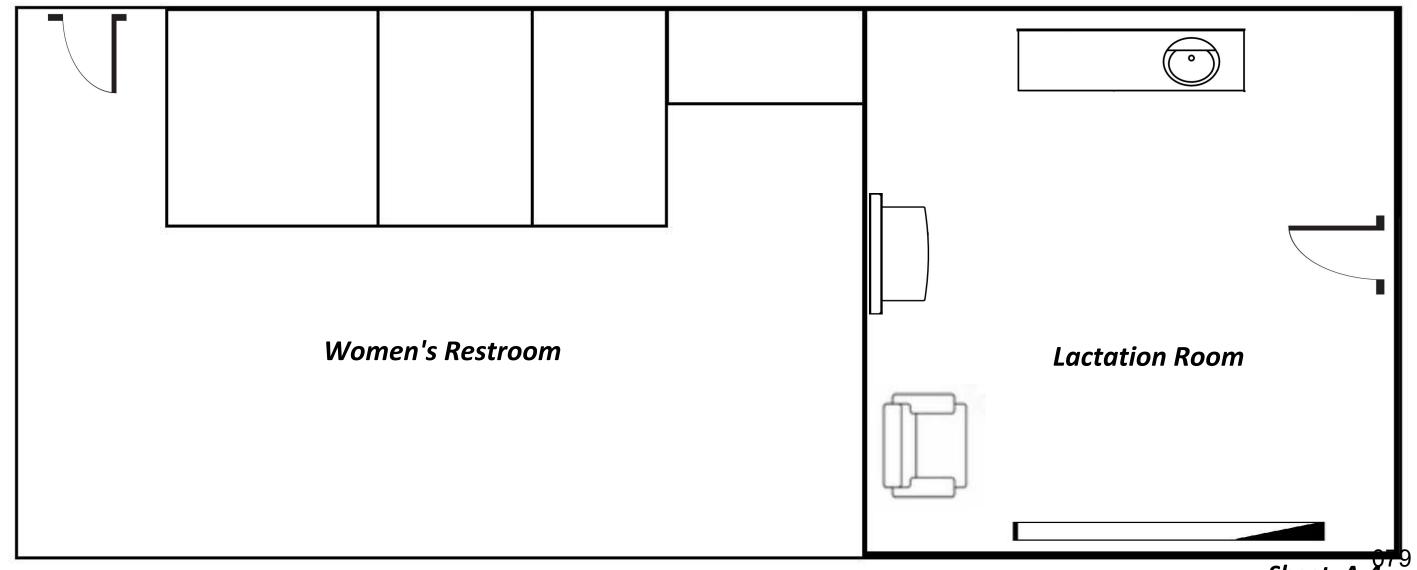
- 1 Contractor to protect all carpet in place @ HR offices & Clerk's office
- 2 Contractor to clean up & dispose of all debris



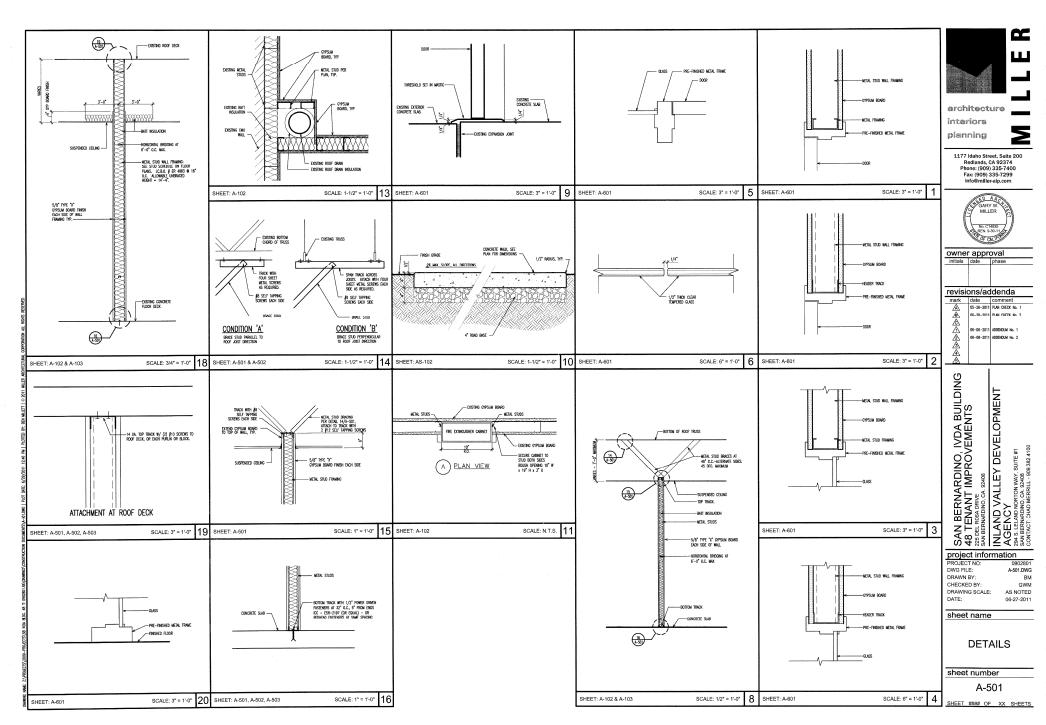
Sheet: A-1







Sheet: A-4 '



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MARK	ROOM	DOOR	<u>а</u>	S=S	SIZE	DOOR	DOOR		HEAD	JAMB 1	JAMB 2	SILL	FRAME	FRAME		FIRE RATING ( MHUTS )	REMARKS	
1	103	В	-	s	S1	WD	SFC		2/A-501	1-A/501	1-A/501	-	F	PFM			R7	
1	104	С	-	s	S1	WD	src		2/A-501	5/A-501	1-A/501	-	F	PFN			R7	
1	105	A	-	s	SI	Ε	E		2/A-501	5/A501	1-A/501	-	E	E			R1, R2, R3, R7	
1	108	A	-	s	S1	E	E		2/A-501	5/A501	1-A/501	-	ε	Ε			R2, R7	
2	108	E	-	s	S1	HM	Р		19/A-502	18/A-502	18/A-502	15/A-504	Р	M			R1, R3, R4, R7	
1	109	A	-	s	S1	WD	SFC		2/A-501	5/A-501	1-A/501	-	F	PFM			R7	
1	113	8	-	5	\$1	WD	SEC		2/A-501	1-A/501	1-A/501	-	F	PFM			R6, R7	
1	114	A	-	s	S1	WD	SFC		2/A-501	5/A-501	1-A/501	-	F	PFM			R1, R3, R5, R7	
1	115	D	-	s	S1	WD	SFC		2/A-501	5/A-501	1-A/501	-	F	PFM			R7	
1	117	A	-	s	S1	WD	SFC		2/A-501	5/A-501	1-A/501	-	F	PFM			R7	
1	119	8		s	S1	WD	SFC		2/A-501	1/A501	1/A-501	-	F	PFM			R7	

REMARKS:

RI CLESER

USE RECOVERD DOOR, FRAME, SDELANTI, AND HARDWARE (SEE

SEET AN-101)

MANAGEMENT

MANAGEMENT

SHEET AN-101

SHEET AN-1

PAINTED FACTORY APPLIED FINISH EXISTING FINISH

GENERAL NOTES:

GENERAL NOTES:

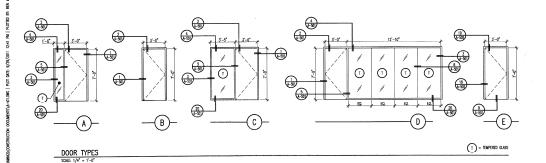
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ă					FINISH SCHEDULE									
ROOM NUMBER		R MATERIAL	MATERIAL	WALLS	DÔB			wainscot D&B				NG MATERIAL	CELING HEIGHT	
ROO	ROOM	FLOOR	BASE	Α	В	С	D	Α	В	С	D	CEILING	CEL	REMARKS
101	CORRIDOR	F1	81	-	W2	W1	W2	-	-	-	-	C1	9'-0"	R1
102	WATENS AREA	F1	B1	W1	W2	W1	WI	-	-	-	-	C1	9'-0"	R1
103	OFFICE	F1	81	W1	W1	W1	W2	-	~	-	-	C1	9'-0"	R1
104	OFFICE	F1	B1	W1	W1	W2	W2	-	-	-	-	C1	9'-0"	R1
105	LOBBY	FI	B1	W1	W2	W1	WI	-	-	-	-	C1	9'-0"	R1
106	RECEPTION	F1	B1	W1	W1	W1	-	-	-	-	-	C1	9'-0"	R1
107	WORK AREA	F1	B1	W1	-	₩1	W2	-	-	-	-	C1	9'-0"	R1
108	OFFICE	F1	B1	W2	W1	W1	W2	-	-	-	-	C1	8,-0,	R1
109	OFFICE	F1	81	W2	W2	W1	W1	-	-	-	-	C1	9'-0"	R1
110	OFFICE	FI	81	E	Ε	Ε	Ε	-	-	-	-	C1	9'-0"	
111	OFFICE	Ε	E	E	E	E	E	-	-	-	-	C1	9'-0"	
112	CORRIDOR	F1	B1	W1	WI	W3	W3	~	-	-	-	C2	9'-0"	R2
113	STORAGE	F2	81	W1	W1/W3	W3	W1/W3	-	-	-	-	C3	-	R2
114	OPEN WORK AREA	F1	81	W1/W3	W1	W1	W3	-	-	-	~	C1	9'-0"	R2
115	CONFERENCE ROOM	FI	81	W3	₩3	WI	W3	-	-	-	-	C1	9'-0"	R2
116	FILE STORAGE	Ε	81	W1/W3	W3	W3	W1/W3	-	-	-	-	C3	-	R2
117	OFFICE	F1	81	W3	WI	W1	W1	-	-	-	-	CI	9'-0"	R2
118	EXERCISE ROOM	F3	B1	Е	E	E	E	-	-	-	-	E	E	
LI														

#### FLOOR MATERIAL:

CARPET TILE— PROVIDED BY OWNER.
INSTALLED BY CONTRACTOR
EXPOSED CONCRETE.
RESILIENT ATHLETIC SURFACING
EXISTING

#### BASE MATERIAL:

RUBBER COVE BASE
MFR: JOHNSONTE
COLOR: 69 STERLING SILVER
SIZE: 4\*

#### WALL MATERIAL:

CIPSUM BOARD — PRIME AND PAINT CIPSUM BOARD OVER EXISTING WALLS — PRIME AND PAINT EXISTING CIPSUM BOARD — MUD, PRIME, AND PAINT EXISTING

#### CEILING:

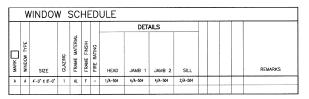
Suspended acoustical ceiling Cypsum Board — Texture, Prime, and EXPOSED FRAMING

REMARKS:
RI DISTING WALLS AND DISTING FURRING DO
NOT CURREPULTY HAVE OFFSUM BOUND
R2 DISTING WALLS AND DISTING FURRING
HAVE DISTING FOR MOUDED GYPSUM

GENERAL NOTES:

1. INTERIOR FINISH MATERIALS SHALL COMPLY WITH 2007 CBC CHAPTER 12.

2. GYPSIAN BOARD TO BE 5/8" TYPE "X" UNLESS NOTED OTHERWISE.



### WINDOW:

GLAZING:

<u>REMARKS</u>

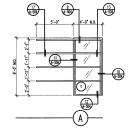
MATERIAL:

FRAME:

FINISH:

GENERAL NOTES:

1. ALL EXTERIOR MINDOW GLAZING SHALL COMPLY WITH THE FOLLOWING MINIMUM REQUIREMENTS:
U-FAPTIOR: 0.790
SHIGE: 0.590



WINDOW TYPES

T = TEMPERED GLASS

architecture interiors planning

> 1177 Idaho Street, Suite 200 Redlands, CA 92374 Phone: (909) 335-7400 Fax: (909) 335-7299 info@miller-aip.com



owne	r appro	oval
initials	date	phase
revisi	ons/ac	ldenda
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$\triangle$	05-26-2011	PLAN CHECK No. 1
A.	06-28-2011	PLAN CHECK No. 2
Æ	1	
Ā	05-05-2011	ADDENDUM No. 1
A	06-08-2011	ADDENDUM No. 2
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# SAN BERNARDINO, IVDA BUILDING 48 TENANT IMPROVEMENTS 52 SAN BERNARDINO, CA 24408 INLAND VALLEY DEVELOPMENT 52 SAN BERNARDINO, CA 24408 INLAND VALLEY DEVELOPMENT 54 SERAMENO, CA 24408 54 SERAMENO, CA 24408 54 SERAMENO, CA 24408 55 CONTACT, 3440 MERRILL - 369 382 4100

project information PROJECT NO: DWG FILE: 0902801 A-601.DWG DRAWN BY: CHECKED BY: DRAWING SCALE: GWM AS NOTED DATE:

sheet name

WINDOW, DOOR AND FINISH SCHEDULE

sheet number A-601

SHEET #### OF XX SHEETS

#### LEONIDA BUILDERS INC.

PROPOSAL

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

TEL: (909)275-3354

FAX: (951)566-4022

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

JoB Indland Valley Development Agency Jeff Barrow 1601 East Third Street, Suite 100 San Bernardino, CA 92408

PROPOSAL NUMBER P-2702 PROPOSAL DATE July 30, 2024

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
	San Bernardino Internationl Aiport-Building 48:Tenant Improvements Project	1	LS	98,000.00	\$98,000.00
	location: 1601 East Third Street San Bernardino, CA 92408				
	The work includes the construction of tenant improvements to create two offices within the existing HR office, a				
	new office within the existing Clerk's division area, and a new lactation room / area withing the existing women's restroom.				
	All work per the attached Schedule of Values				
	Prevailing Wage  Work to be performed Monday - Friday 7:00am - 3:30pm				
PROPO	SAL IS ONLY VALID FOR 30 DAYS FROM THE ABOVE-CAPTIONED PROPOSAL DATE. IF PROPOSAL IS  ACCEPTED, SEPARATE CONTRACT WILL FOLLOW.				
			Base	Bid:	\$98,000.00
Exclusion: L	imited to the scope of work listed above.		Altern	ative:	\$0,00
Note:			Base bid + A		\$98,000.00

DIRECT ALL INQUIRIES TO:	Accepted by:
Kelly Orellana	
LEONIDA BUILDERS INC.	Date of Acceptance:
(909) 275-3354	<u>-</u>
kallu@laanidahuildare.com	

THANK YOU FOR YOUR BUSINESS!

#### BLDG. 48: TENANT IMPROVEMENTS SCHEDULE OF VALUES

contractor: Leonida Builders Inc.

Item No.	Description	Qty	Unit	Uni	Unit Cost		Fee
Area: Humai	n Resources Offices						
1	Relocate hanging light fixture	1	LS	\$	350.00	\$	350.00
2	Remove existing canlights (in ceiling soffit)	2	EA	\$	50.00	\$	100.00
3	Remove ceiling speakers & install new ceiling tiles as needed	2	EA	\$	500.00	\$	1,000.00
4	Erect new full height wall to underside of deck (across center of room) (per <b>Detail 18</b> on plan sheet <b>A-501</b> )	1	LS	\$	6,000.00	\$	6,000.00
5	Erect new ceiling soffit (above new wall) (2" wide) (finish to match existing)	1	LS	\$	5,000.00	\$	5,000.00
6	Install new door (to match existing; see door schedule on plan sheet A-601, Type A)	1	LS	\$	3,000.00	\$	3,000.00
7	Install new sidelite (next to new door) (see door schedule on plan sheet A-601, Type A)	1	LS	\$	4,000.00	\$	4,000.00
8	Install new hanging light fixture (to match existing) (see photo)	1	LS	\$	700.00	\$	700.00
9	Install new HVAC return grill & rework HVAC ducting as needed	1	LS	\$	2,200.00	\$	2,200.00
10	Install new electrical outlets (dual) (back to back)	2	EA	\$	500.00	\$	1,000.00
11	Install new IT lines (above T-bar)	2	EA	\$	500.00	\$	1,000.00
12	Paint; (1) coat of primer; (2) coats of finish (to match existing)@ new drywall areas	1	LS	\$	2,500.00	\$	2,500.00
13	Install new rubber baseboard (to match existing)	1	LS	\$	2,500.00	\$	2,500.00
14	Add alternate: Install new window (4' x 4', tempered glass)	1	LS	\$	1,000.00	\$	1,000.00
Area: Clerk's	s Office						
1	Erect new full height wall to underside of deck (per <b>Detail 18</b> on plan sheet <b>A-501</b> )	1	LS	\$	6,000.00	\$	6,000.00
2	Install new door (to match existing; see door schedule on plan sheet A-601, Type C)	1	LS	\$	2,700.00	\$	2,700.00
3	Install new sidelite (next to new door) (see door schedule on plan sheet A-601, Type C)	1	LS	\$	2,000.00	\$	2,000.00
4	Install new T-bar ceiling system at new office area	1	LS	\$	5,000.00	\$	5,000.00
5	Rework T-bar ceiling to tie into new framed wall	1	LS	\$	2,000.00	\$	2,000.00
6	Rework electrical & HVAC ducting as needed to accommodate new layout	1	LS	\$	3,000.00	\$	3,000.00
7	Relocate lights per new layout	2	EA	\$	500.00	\$	1,000.00
8	Relocate ceiling motion sensor	1	EA	\$	500.00	\$	500.00
9	Install new electrical outlet (dual)	1	EA	\$	500.00	\$	500.00
10	Install new ceiling motion sensor	1	EA	\$	500.00	\$	500.00
11	Install new HVAC return grill & rework HVAC ducting as needed	1	EA	\$	3,000.00	\$	3,000.00
12	Install new canlights (to match existing in HR Offices)	5	EA	\$	250.00	\$	1,250.00
13	Paint; (1) coat of primer; (2) coats of finish (to match existing)@ new drywall areas	1	LS	\$	2,500.00	\$	2,500.00
14	Install new baseboard (to match existing)	1	LS	\$	1,300.00	\$	1,300.00
Area: Lacta	tion Room						
1	Demo walls, wall tiles, floor tiles, & wall bench	1	LS	\$	5,000.00	\$	5,000.00
2	Erect new wall to hard lid	1	LS	\$	2,700.00	\$	2,700.00

3	Demo existing shower fixtures & cap plumbing	1	LS	\$	2,700.00	\$	2,700.0
4	Remove existing lockers	1	LS	\$	2,000.00	\$	2,000.0
5	Reconfigure & relocate existing wall light fixture	1	EA	\$	1,000.00	\$	1,000.0
6	Rework electrical & HVAC ducting as needed to accommodate new layout		LS	\$	2,000.00	\$	2,000.0
7	Install new electrical outlet (dual)		EA	\$	500.00	\$	500.0
8	Install new floor tiles (grey ceramic)	1	LS	\$	4,000.00	\$	4,000.0
9	Install new wall tiles (to match existing) (along new wall; facing into existing women's restroom)	1	LS	\$	2,500.00	\$	2,500.0
10	Install new countertop (stone)	1	EA	\$	2,500.00	\$	2,500.0
11	Install new drop in sink (single)	1	EA	\$	1,500.00	\$	1,500.
12	Install new sink faucet (motion sensor)	1	EA	\$	800.00	\$	800.
13	Install new soap dispenser (motion sensor)	1	EA	\$	800.00	\$	800.
14	Install new combination paper towel dispenser/ waste receptacle (recessed- mounted / stainless steel)	1	EA	\$	1,400.00	\$	1,400.
15	Install new standard ADA compliant baby changing table (wall mount; w/ proper backing)	1	EA	\$	1,000.00	\$	1,000.
16	Remove existing door signage & install new door signage	1	LS	\$	500.00	\$	500.
17	Install new privacy door lock (vacant/ occupied type)	1	EA	\$	1,000.00	\$	1,000.
18	Drywall repairs/ patching/ skim coat as needed	1	LS	\$	1,000.00	\$	1,000.
19	Paint; (1) coat of primer; (2) coats of finish (to match existing)@ entire work area	1	LS	\$	2,000.00	\$	2,000.
20	Install new tile baseboard (color & type to be selected by owner)	1	LS	\$	1,500.00	\$	1,500
				<del></del>	OTAL FEE:	•	98,000.

#### GENERAL NOTES

- Contractor to protect all carpet in place@ HR offices & Clerk's office
- 2 Contractor to clean up & dispose of all debris

## **COMPANY INFORMATION SHEET**

#### **DECLARATION**

I declare under penalty of perjury under the laws of the State of California I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this		July ,	2023, in	Acton	<sub>e</sub> California
COD POR	[day]	[month]	wh	[city]	[state]
<b>烂</b> 墨州 611		Print Nam			
100 8 Z 8 10 W		Print Title:	President, S	ecretary and Treasurer	
WALLS STATE					
The state of the s			— ·		
LEGAL NAME OF COMPAN	Y: Leonida B	uilders Inc.			
ADDRESS: 32023 Crown \					
TELEPHONE: 909-275-335	<del>5</del> 4		FAX: 95	1-566-4022	
TYPE OF BUSINESS (Chec	k One):				
CORPORATI PARTNERSH INDIVIDUAL			-	ITED LIABILITY C NT VENTURE	OMPANY
	DOING BUSIN	ESS UNDE	R A FIRN	/I NAME	
STATE OF INCORPORATION	N OR FORM	ATION:			
California					
PRINCIPALS/OFFICERS/PA	RTNERS/OW	MERS OF (	COMPAN		
(List All Principals/Officer well as investors/investme	s/Partners [ir	ncluding Jo			anaging Partner], a
Name			Title	•	
Panagiotis Leonida			Pre	sident, Secretary	/ & Treasurer
<del>8 = </del>					
			-		
9			-		
			Ş		
[PLEASE ATTACH ADDIT	IONAL SHEE	TS AS N	ECESSA	RY IN ORDER	TO PROVIDE AL
REQUESTED INFORMATIO					

IDENTIFICATION OF PRINCIPAL(S)/OI Execution of Legal Documents:	FFICER(S)/REPRESENTATIVE(S) OF COMPANY -
	designates the following individual(s) to execute legang but not limited to contract documents, proposals and
Name	Title
Panagiotis Leonida	President, Secretary & Treasurer
IDENTIFICATION OF PRINCIPAL(S)/ORepresentative and/or Management Capa	FFICER(S)/REPRESENTATIVE(S) OF COMPANY –
The Company has authorized and herek representative and/or management capacity	by designates the following individual(s) to serve in a on behalf of Company relating to the concerned project velopment document, or any other legal document or
Name	Title
Panagiotis Leonida	President, Secretary & Treasurer
[PLEASE ATTACH ADDITIONAL SHEET	TS AS NECESSARY IN ORDER TO PROVIDE ALL

**REQUESTED INFORMATION.**]

## (Rev. December 2014)

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not

	Revenue Service							sena	to the	IRS.	
	1 Name (as shown	on your income tax return). Name is required on this line; of	to not leave this line blank,							_	
	Leonida	Builders Inc.									
٧i		isregarded entity name, if different from above									
96											
Print or type See Specific Instructions on page	Individual/sole proprietor or C Corporation X S Corporation Partnership Trust/estate certain ent						ain enti- uctions	otions (codes apply only to ntitles, not individuals; see ons on page 3): payee code (if any)			
も						1		on from FATCA reporting			
Print or type : Instructions	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.						If any)				
Pri	Other (see instructions)				(Applies to accounts maintained outside the					e the U.S.)	
Sign	The state of the s	, street, and apt. or suite no.)		Requester's name and address (optional)							
ğ		own Valley Road									
g	6 City, state, and Z										
ശ്	Acton, C										
	7 List account num	ber(s) here (optional)									
Par		er Identification Number (TIN)									
Entery	our TIN in the app	ropriate box. The TIN provided must match the nar	me given on line 1 to avo	old So	cial s	ecurity	numbe	r			
reside	o withholding, For at alien, sole propi	Individuals, this is generally your social security nur letor, or disregarded entity, see the Part! Instructio	mber (SSN). However, fo	ra 🗀		T L		-			
entitie	s, it is your employ	er identification number (EIN). If you do not have a	number, see <i>How to get</i>	a				-			
	page 3.			or							
Note.	If the account is in	more than one name, see the instructions for line 1	and the chart on page	4 for Em	ploye	r Ident	ificatio	n numb	er		
gulueil	nes on whose nun	iber to enter.		6	4	- 0		58	0 2		
				0	4	- C	9	5 8	8 3	0	
Part		157172376176									
	penalties of perjur										
		n this form is my correct taxpayer identification num									
Ser	<ol> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a fallure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> </ol>										
3. I an	n a U.S. citizen or	other U.S. person (defined below); and									
		tered on this form (if any) Indicating that I am exem									
Interes genera Instruc	se you have falled t paid, acquisition	is. You must cross out Item 2 above If you have be to report all interest and dividends on your tax retur or abandonment of secured property, cancellation or than interest and dividends, you are not required	m. For real estate transa of debt. contributions to	ctions, item	12 do	es no	t apply	. For n	nortgag	e and	
Sign Here	Signature of U.S. person ▶	( All T	Dat	e► 07/3	30/	202	4				
Gen	eral Instruc	tions	Form 1098 (home more full top)  **The control of the control of t					an Inte	rest), 109	98-T	
Section references are to the Internal Revenue Code unless otherwise noted.  (tuition)  Form 1099-C (canceled debt)											
Future	developments. Infor	•	Form 1099-A (acquisition or abandonment of secured property)								
as legislation enacted after we release it) is at www.lrs.gov/fw9.  Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.						to					
An individual or entity (Form W-9 requester) who is required to file an information If you do not return Form W-9 to the requester with a TIN, you might be subject											
return with the IRS must obtain your correct taxpayer identification number (TIN) to backup withholding. See What is backup withholding? on page 2.											
number	(ITIN), adoption taxp	ayer identification number (ATIN), or employer	By signing the filled-ou								
identific	ation number (EIN), t	o report on an information return the amount paid to ble on an information return. Examples of information	<ol> <li>Certify that the TIN to be issued).</li> </ol>	you are givin	g is co	orrect (d	or you a	re waiti	ng for a r	number	
returns	nclude, but are not li	mited to, the following:	2. Certify that you are	not subject to	o bac	kup wit	hholdin	g, or			
• Form	1099-INT (interest ea	med or pald)	3. Claim exemption fro	m backup w	ithhol	ding if	ou are	a U.S.	exempt p	ayee. If	
		including those from stocks or mutual funds)	applicable, you are also any partnership income t	certifying tha	t as a	U.S. pr	erson, y	our allo	cable sh	are of	
		ypes of income, prizes, awards, or gross proceeds)	withholding tax on foreig	n partners' s	hare o	of effect	ively co	nnecte	d income	e, and	
brokers)		ual fund sales and certain other transactions by	4. Certify that FATCA exempt from the FATCA	reporting, la	ed on corre	this for ct. See	m (if an What is	y) indic FATCA	ating that reportin	t you are g? on	
	-	m real estate transactions)	page 2 for further inform	auon.							
- Loun	ioss-iz (merchant ca	rd and third party network transactions)									

#### Addendum to Purchase Order GENERAL TERMS AND CONDITIONS

All work and services provided and as described in this Purchase Order and pursuant to this Addendum to Purchase Order to which this purchase order is authorized shall be subject to the following terms and conditions:

#### **DEFINITIONS:**

a.	The term "Agency" shall refer to (check one): X The Inla Airport Authority, a California regional joint powers authority	nd Valley Development Agency, or the San Bernardino International ity.
b.	The term "Contractor" shall refer to Leonida Builders	
c.	(circle one): corporation/ limited liability company/sole pro Addendum to Purchase Order is set forth on the attached of Subcontractor shall mean the following individual or comp	oprietorship, whose business address for all notices under this Company Information Sheet, attached hereto as Exhibit "A." anies that will perform any portion of the work:
	Subcontractor name: N/A Place of Business: N/A	Subcontractor name: N/A Place of Business: N/A
	License Number: N/A	License Number: N/A

1. <u>Labor Compliance</u>. The Contractor shall comply with the provisions of the California Labor Code, including and without limitation, the obligation to pay the general prevailing rates of wages in accordance with Sections 1771, 1773.1, 1774, and 1775 of the California Labor Code and the obligation to comply with Section 1777.5 of the California Labor Code governing employment of apprentices. The foregoing provisions of the California Labor Code are incorporated herein by reference. Pursuant to Labor Code § 1775, the Contractor shall forfeit to the Agency, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each employee paid less than prevailing wage rates.

The work under this Purchase Order is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post on the job site all notices as prescribed by applicable regulations

- 2. Payroll Records. The Contractor is required to keep accurate payroll records including all of the information required by California Labor Code Section 1776 and to provide certified copies of the payroll records upon request by Agency. Contractor shall furnish directly to the Labor Commissioner on a monthly basis the records specified in Section 1776 of the California Labor Code. In the event that the Contractor fails to comply with a written request to provide certified payroll records within 10 business days, the Contactor shall forfeit to the Agency One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each employee until the written request is satisfied.
- 3. <u>Working Hours.</u> The normal hours of a work day are 8 hours during any one calendar day and 40 hours of a calendar week. Any employee performing work in excess of the normal hours, or for work performed during holidays shall be compensated at not less than one and one-half (1 ½) times their basic rate of pay. If the Contractor is found in noncompliance with the work hours noted above, pursuant to California Labor Code Section 1813, the Contractor shall forfeit to the Agency the sum of \$25.00 for each worker exceeding the normal work day.
- 4. <u>Applications for Payment.</u> The Contractor shall submit bills for payment to the Agency describing the work performed, describing the applicable percentage of the work completed for progress payments, attaching supporting documentation for work performed, and providing a certified payroll record prepared in accordance with Section 1776 of the California Labor Code for the work performed in the billing period. Pursuant to Public Contract Code 7201 the Agency may withhold from any progress payment a retention amount of five percent (5%) of the payment for the work performed. The Agency shall make payments for all undisputed amounts for properly submitted applications for payment within 30 days after receipt of a completed application and certified payroll. The Agency will notify Contractor of any incorrect or disputed amounts within 7 days after receipt of a bill from Contractor.
- 5. <u>Payment Bond.</u> If the contract is for an amount in excess of \$25,000.00, the Contractor is required to post a payment bond for not less than one-hundred percent (100%) of the total contract amount.
- 6. <u>Workers' Compensation</u>. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure a workers' compensation policy for its employees and keep it purposely in force for the duration of the contract. The Contractor shall sign and file with the Agency the "Certificate Regarding Workers' Compensation," which includes the following statement: "I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 7. <u>Insurance Coverage.</u> The Contractor shall have in effect prior to commencing the contract and maintain in effect through completion of the contract: (i) general liability insurance for injuries including accidental death and property damage in an amount not less than \$1,000,000.00 per occurrence, and (ii) workers' compensation insurance as required by applicable law. The policy of liability insurance must be written on an "occurrence" policy and not on a "claims made" policy and, at the Agency's request, shall name the Agency as an additional insured.
- 8. <u>Noncollusion Affidavit.</u> The Contractor shall execute and deliver to the Agency a "NONCOLLUSION AFFIDAVIT" in the form required under California Public Contract Code Section 7106.
- 9. <u>Hold Harmless Agreement.</u> To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Agency, and each of the Agency's officers, agents, employees, and consultants from all claims, demands, actions, proceedings, liability, losses, damages or expense, including attorney's fees, arising out of or related to any death or bodily injury to persons or injury to property caused or contributed to by the Contractor or the Contractor's agents, employees or subcontractors, except for liability for damages or claims which result from the sole negligence or willful misconduct of the Agency or the Agency's officers, agents, employees or consultants.
- 10. <u>Warranty.</u> The Contractor warrants to the Agency that material and equipment furnished under this contract will be of good quality and new materials or equipment unless otherwise approved by the Agency. The Contractor warrants to the Agency the work will be performed in a good and workmanlike fashion, free from all defects, and shall conform to all applicable laws. Unless otherwise indicated, the warranty hereunder shall remain in effect for one (1) year from the date of the Agency's acceptance of the completed work or the final payment to the Contractor, whichever is later.
- 11. <u>Registration for Public Work Contract.</u> Contractor and each subcontractor must be registered and qualified to perform public work pursuant to Labor Code § 1725.5. All subcontractors and their place of business and license number must be listed above.

#### 12. Miscellaneous Provisions:

- A. <u>Entire Agreement:</u> The text herein shall constitute the entire Agreement between the parties. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
- C. <u>Severability:</u> If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. Default/Remedy: The failure of Contractor to prosecute the work under this Agreement in a diligent and workmanlike manner for a period of two (2) calendar days after receipt of written demand from Agency shall be deemed a default under this Agreement. If Contractor defaults under this Agreement then Agency shall have all rights under applicable, including the right to terminate this Agreement and complete the work, either by itself furnishing the labor or material necessary, or by contracting the unfinished portion of the work to another contractor. In any event, costs of completing the work shall be a charge against the Contractor, and may be deducted from any money due or becoming due to Contractor or the Contractor shall pay the Agency the amount of said charge, or the portion thereof unsatisfied.
- E. <u>Prevailing Party:</u> In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.
- F.. <u>Governing Law:</u> This Agreement shall be governed by the laws of the State of California with venue in the County of San Bernardino.



## BLDG. 48: TENANT IMPROVEMENTS SCHEDULE OF VALUES

Contractor: AEC Moreno Corporation

Item No.	Description	Qty	Unit	Unit Cost	Sub Total
Area: Huma	n Resources Offices				
1	Relocate hanging light fixture	1	LS	\$800.00	\$800.00
2	Remove existing canlights (in ceiling soffit)	2	EA	\$475.00	\$950.00
3	Remove ceiling speakers & install new ceiling tiles as needed	2	EA	\$325.00	\$650.00
4	Erect new full height wall to underside of deck (across center of room) (per Detail 18 on plan sheet A-501)	1	LS	\$4,800.00	\$4,800.00
5	Erect new ceiling soffit (above new wall) (2" wide) (finish to match existing)	1	LS	\$2,200.00	\$2,200.00
6	Install new door (to match existing; see door schedule on plan sheet A-601, Type A)	1	LS	\$3,700.00	\$3,700.00
7	Install new sidelite (next to new door) (see door schedule on plan sheet A-601, Type A)	1	LS	\$2,000.00	\$2,000.00
8	Install new hanging light fixture (to match existing) (see photo)	1	LS	\$900.00	\$900.00
9	Install new HVAC return grill & rework HVAC ducting as needed	1	LS	\$1,250.00	\$1,250.00
10	Install new electrical outlets (dual) (back to back)	2	EA	\$1,800.00	\$3,600.00
11	Install new IT lines (above T-bar)	2	EA	\$1,250.00	\$2,500.00
12	Paint; (1) coat of primer; (2) coats of finish (to match existing) @ new drywall areas	1	LS	\$2,000.00	\$2,000.00
13	Install new rubber baseboard (to match existing)	1	LS	\$625.00	\$625.00
14	Add alternate: Install new window (4' x 4', tempered glass)	1	LS	\$625.00	\$625.00
rea: Clerk's	Office				
1	Erect new full height wall to underside of deck (per Detail 18 on plan sheet A-501)	1	LS	\$4,300.00	\$4,300.00
2	install new door (to match existing; see door schedule on plan sheet A-601,	1	LS	\$3,500.00	\$3,500.00
3	install new sidelite (next to new door) (see door schedule on plan sheet A- 501, Type C)	1	LS	\$625.00	\$625.00
	Install new T-bar ceiling system at new office area	1	LS	\$2,800.00	\$2,800.00
	Rework T-bar cailing to tie into new framed wall	1	LS	\$1,500.00	\$1,500.00
	Rework electrical & HVAC ducting as needed to accommodate new layout	1	LS	\$2,500.00	\$2,500.00
	Relocate lights per new layout	2	EA	\$2,125.00	\$4,250.00
	Relocate ceiling motion sensor	1	EA	\$750.00	\$750.00
	Install new electrical outlet (dual)	1	EA	\$1,250.00	\$1,250.00
	Install new ceiling motion sensor	1	EA	\$475.00	\$475.00
	Install new HVAC return grill & rework HVAC ducting as needed	1	EA	\$3,200.00	\$3,200.00
	Install new canlights (to match existing in HR Offices)	5	EA	\$750.00	\$3,750.00
	Paint; (1) coat of primer; (2) coats of finish (to match existing) @ new drywall areas	1	LS	\$2,000.00	\$2,000.00
	Install new baseboard (to match existing)	1	LS	\$2,000.00	\$2,000.00
ea: Lactati	on Room				
	Demo walls, wall tiles, floor tiles, & wall bench	1	LS	\$2,500.00	\$2,500.00
	Erect new wall to hard lid	1	LS	\$4,300.00	\$4,300.00
	Demo existing shower fixtures & cap plumbing	1	LS	\$3,500.00	\$3,500.00
	Remove existing lockers	1	LS	\$1,250.00	\$1,250.00
	Reconfigure & relocate existing wall light fixture	1	EA	\$3,500.00	\$3,500.00
	Rework electrical & HVAC ducting as needed to accommodate new layout	1	LS	\$3,250.00	\$3,250.00
	Install new electrical outlet (dual)	1	EA	\$1,250.00	\$1,250.00
	Install new floor tiles (grey ceramic) Install new wall tiles (to match existing) (along new wall; facing into existing)	1	LS	\$4,200.00	\$4,200.00
\	women's restroom) Install new countertop (stone)	1	LS EA	\$3,800.00 \$2,200.00	\$3,800.00 \$2,200.00
	Install new drop in sink (single)	i	EA	\$1,000.00	\$1,000.00
	Install new sink faucet (motion sensor)	1	EA	\$750.00	\$750.00
	Install new soap dispenser (motion sensor)	1	EA	\$425.00	\$425.00
14 I	install new combination paper towel dispenser / waste receptacle (recessed- mounted / stainless steel)	1	EA	\$425.00	\$425.00
l r	install new standard ADA compliant baby changing table (wall mount; w/	1	EA	\$2,200.00	\$2,200.00
15 I	ATTEL PROPERTY.	1	LS	\$750.00	\$750.00
15 I	Remove existing door signage & install new door signage				
15 I 16 F	Remove existing door signage & install new door signage Install new privacy door lock (vacant / occupied type)	1	EA	\$375.00	\$375.00
15 I 16 F 17 I		_	EA LS	\$375.00 \$2,800.00	\$375.00 \$2,800.00
15 II 16 F 17 II 18 C	install new privacy door lock (vacant / occupied type)	1			

GENERAL NOTES

1 Contractor to protect all carpet in place @ HR offices & Clerk's office
2 Contractor to clean up & dispose of all debris



414 E Rialto Ave. Suite B San Bernardino, Ca 92408 Lic# 1073588

**RFP** 

Building 48 1601 East Third Street, San Bernardino, CA 92408.

Att: Jeff Barrow

J. Peace Builders proposes to provide material & labor per RFP Bid Packet Schedule of Values.

Total \$112,864

Respectfully

## BLDG. 48: TENANT IMPROVEMENTS SCHEDULE OF VALUES

#### Contractor:

Item No.	Description	Qty	Unit	Unit Cost	Fee
rea: Hum	nan Resources Offices				
1	Relocate hanging light fixture	1	LS	\$ -	\$ 4(80)
2	Remove existing canlights (in ceiling soffit)	2	EA	\$ -	\$400.0
3	Remove ceiling speakers & install new ceiling tiles as needed	2	EA	\$ -	\$770
4	Erect new full height wall to underside of deck (across center of room) (per <b>Detail</b> 18 on plan sheet <b>A-501</b> )	1	LS	\$ -	\$12,34
5	Erect new ceiling soffit (above new wall) (2" wide) (finish to match existing)	1	LS	\$ -	\$ 3,42
6	Install new door (to match existing; see door schedule on plan sheet <b>A-601</b> , <b>Type A</b> )	1	LS	\$ -	\$3,850
7	Install new sidelite (next to new door) (see door schedule on plan sheet <b>A-601</b> , <b>Type A</b> )	1	LS	\$ -	\$ 2.78
8	Install new hanging light fixture (to match existing) (see photo)	1	LS	\$ -	\$770
9	Install new HVAC return grill & rework HVAC ducting as needed	1	LS	\$ -	\$1900
10	Install new electrical outlets (dual) (back to back)	2	EA	\$ -	\$ 650
11	Install new IT lines (above T-bar)	2	EA	\$ -	\$ 1,050
12	Paint; (1) coat of primer; (2) coats of finish (to match existing) @ new drywall areas	1	LS	\$ -	\$3,675
13	Install new rubber baseboard (to match existing)	1	LS	\$ -	\$ 1,85
14	Add alternate: Install new window (4' x 4', tempered glass)	1	LS	\$ -	\$ -
rea: Cler	k's Office				
1	Erect new full height wall to underside of deck (per <b>Detail 18</b> on plan sheet <b>A-501</b> )	1	LS	\$ -	\$648
2	Install new door (to match existing; see door schedule on plan sheet <b>A-601</b> , <b>Type C</b> )	1	LS	\$ -	\$385
3	Install new sidelite (next to new door) (see door schedule on plan sheet <b>A-601</b> , <b>Type C</b> )	1	LS	\$ -	\$ 375
4	Install new T-bar ceiling system at new office area	1	LS	\$ -	\$278
5	Rework T-bar ceiling to tie into new framed wall	1	LS	\$ -	\$1150
6	Rework electrical & HVAC ducting as needed to accommodate new layout	1	LS	\$ -	\$ 1998
7	Relocate lights per new layout	2	EA	\$ -	\$ 278
8	Relocate ceiling motion sensor	1	EA	\$ -	\$ 375
9	Install new electrical outlet (dual)	1	EA	\$ -	\$480

10	Install new ceiling motion sensor	1	EA	\$	-	5-75
11	Install new HVAC return grill & rework HVAC ducting as needed	1	EA	\$	_	\$1900
12	Install new canlights (to match existing in HR Offices)	5	EA	\$	_	\$ 1000
12	install new callights (to match existing in An Offices)		EA	7		,1950
13	Paint; (1) coat of primer; (2) coats of finish (to match existing) @ new drywall areas	1	LS	\$	-	\$3,779
14	Install new baseboard (to match existing)	1	LS	\$	-	\$1,475
ea: Lact	ation Room					•
1	Demo walls, wall tiles, floor tiles, & wall bench	1	LS	\$		\$5275
2	Erect new wall to hard lid	1	LS	\$	-	\$ 6350
3	Demo existing shower fixtures & cap plumbing	1	LS	\$	-	\$540
4	Remove existing lockers	1	LS	\$		\$ 1490
5	Reconfigure & relocate existing wall light fixture	1	EA	\$	-	\$ 375
6	Rework electrical & HVAC ducting as needed to accommodate new layout	1	LS	\$	-	\$ 1900
7	Install new electrical outlet (dual)	1	EA	\$	-	\$ 480
8	Install new floor tiles (grey ceramic)	1	LS	\$	-	\$ 3990
9	Install new wall tiles (to match existing) (along new wall; facing into existing women's restroom)	1	LS	\$	-	\$ 2377
10	Install new countertop (stone)	1	EA	\$	-	\$2027
11	Install new drop in sink (single)	1	EA	\$	-	\$490
12	Install new sink faucet (motion sensor)	1	EA	\$	-	\$1975
13	Install new soap dispenser (motion sensor)	1	EA	\$		\$1199
14	Install new combination paper towel dispenser / waste receptacle (recessed-mounted / stainless steel)	1	EA	\$	y 91	\$1,965
15	Install new standard ADA compliant baby changing table (wall mount; w/ proper backing)	1	EA	\$	-	\$2,680
16	Remove existing door signage & install new door signage	1	LS	\$	-	\$ 400
17	Install new privacy door lock (vacant / occupied type)	1	EA	\$	-	\$ 397
18	Drywall repairs / patching / skim coat as needed	1	LS	\$	-	\$4,57
19	Paint; (1) coat of primer; (2) coats of finish (to match existing) @ entire work area	1	LS	\$	-	\$4,992
20	Install new tile baseboard (color & type to be selected by owner)	1	LS	\$	-	\$1,288
				тот	AL FEE	: \$112,8

#### GENERAL NOTES

- 1 Contractor to protect all carpet in place @ HR offices & Clerk's office
- 2 Contractor to clean up & dispose of all debris



#### T&G Construction Services, Inc. 4360 Cloud Nine Ave Mojave, CA 93501 Ph. 661-824-2038 Fax 661-824-3418 LIC#962580

Attention: Jeff Barrow Inland Valley Development Agency San Bernardino, CA 92408 7/30/2024

Proposal #070924
PROJECT
San Bernardino Building 48
Tenant Improvements

#### PROJECT LOCATION

All activities associated with the building 48: Tenant Improvements project will be conducted at 1601 E. Third Street, San Bernardino Ca 92408. This project is Prevailing wage

Scope of work:

This Proposal Includes:

Schedule of Values Company Information (Attachment A) W-9 (Attachment C)

Exclusions:

Any item not called out.

Total Bid Price: \$128,435.92 (This price includes the Add Alternate)

#### **BLDG. 48: TENANT IMPROVEMENTS**

#### SCHEDULE OF VALUES

#### **Contractor:**

Item No.	Description	Qty	Unit	Unit Cost	Fee
Area: Hum	nan Resources Offices				
1	Relocate hanging light fixture	1	LS	\$ 674.96	\$ 674.96
2	Remove existing canlights (in ceiling soffit)	2	EA	\$ 77:22	\$ 1,012.44
3	Remove ceiling speakers & install new ceiling tiles as needed	2	EA	\$ 77.22	\$ 1,012.44
4	Erect new full height wall to underside of deck (across center of room) (per <b>Detail</b> 18 on plan sheet <b>A-501</b> )	1	LS	\$ 5,399.68	\$ 5,399.68
5	Erect new ceiling soffit (above new wall) (2" wide) (finish to match existing)	1	LS	\$ 3,037.32	\$ 3,037.32
6	Install new door (to match existing; see door schedule on plan sheet <b>A-601</b> , <b>Type A</b> )	1	LS	\$ 3,712.25	\$ 3,712-28
7	Install new sidelite (next to new door) (see door schedule on plan sheet <b>A-601</b> , <b>Type A</b> )	1	LS	\$1,518.66	\$ 1,518.66
8	Install new hanging light fixture (to match existing) (see photo)	1	LS	\$4,555.98	\$ 4,555.98
9	Install new HVAC return grill & rework HVAC ducting as needed	1	LS	\$ 2,024.88	\$ 2,024.88
10	Install new electrical outlets (dual) (back to back)	2	EA	\$ 1,012.44	\$ 2,024,88
11	Install new IT lines (above T-bar)	2	EA	\$1,012.44	\$ 2,024.88
12	Paint; (1) coat of primer; (2) coats of finish (to match existing) @ new drywall areas	1	LS	\$ 2,069.72	\$ 2,069 <u>.</u> 72
13	Install new rubber baseboard (to match existing)	1	LS	\$1,319.24	\$1,319.2 <u>4</u>
14	Add alternate: Install new window (4' x 4', tempered glass)	1	LS	\$3,712.28	\$ 3,712.28
Area: Cler	k's Office				
1	Erect new full height wall to underside of deck (per <b>Detail 18</b> on plan sheet <b>A-501</b> )	1	LS	\$ 4,387.24	\$ 4,387.24
2	Install new door (to match existing; see door schedule on plan sheet <b>A-601, Type C</b> )	1	LS	\$3,712.28	\$ 3,712.28
3	Install new sidelite (next to new door) (see door schedule on plan sheet <b>A-601</b> , <b>Type C</b> )	1	LS	\$ 1,518.66	\$ 1,518.66
4	Install new T-bar ceiling system at new office area	1	LS	\$2,868.58	\$ 2,868.58
5	Rework T-bar ceiling to tie into new framed wall	1	LS	\$ 1,012.44	\$ 1,012.44
6	Rework electrical & HVAC ducting as needed to accommodate new layout	1	LS	\$3,037.32	\$ 3,037.32
7	Relocate lights per new layout	2	EA	\$ 674.96	\$ 1,349.92
8	Relocate ceiling motion sensor	1	EA	\$ 337.48	\$ 337.48
9	Install new electrical outlet (dual)	1	EA	\$ 674.96	\$ 674.96
		_			

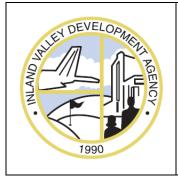
10	Install new ceiling motion sensor	1	EA	\$843.70	\$ 843.70
11	Install new HVAC return grill & rework HVAC ducting as needed	1	EA	\$ 2,024.88	\$ 2,024 <del>.</del> 88
12	Install new canlights (to match existing in HR Offices)	5	EA	\$ 354.00	\$ 1,770.00
13	Paint; (1) coat of primer; (2) coats of finish (to match existing) @ new drywall areas	1	LS	\$ 2,650.28	\$ 2,650. <u>2</u> 8
14	Install new baseboard (to match existing)	1	LS	\$1,319.24	\$ 1,319.24
Area: Lacta	ation Room				
1	Demo walls, wall tiles, floor tiles, & wall bench	1	LS	\$5,399.68	\$ 5,399.68
2	Erect new wall to hard lid	1	LS	\$ 4,724.72	\$ 4,724.72
3	Demo existing shower fixtures & cap plumbing	1	LS	\$ 4,217.32	\$ 4,217 <u>.</u> 32
4	Remove existing lockers	1	LS	\$ 674.96	\$ 674.96
5	Reconfigure & relocate existing wall light fixture	1	EA	\$ 674.96	\$ 674.96
6	Rework electrical & HVAC ducting as needed to accommodate new layout	1	LS	\$2,784.80	\$ 2,784.80
7	Install new electrical outlet (dual)	1	EA	\$1,012.44	\$ 1,012-44
8	Install new floor tiles (grey ceramic)	1	LS	\$9,233.50	\$ 9,233.50
9	Install new wall tiles (to match existing) (along new wall; facing into existing women's restroom)	1	LS	\$6,412.12	\$ 6,412.12
10	Install new countertop (stone)	1	EA	\$ 8,099.52	\$ 8,099.52
11	Install new drop in sink (single)	1	EA	\$ 1,854.96	\$ 1,854.96
12	Install new sink faucet (motion sensor)	1	EA	\$2,192.44	\$ 2,192.44
13	Install new soap dispenser (motion sensor)	1	EA	\$ 506.22	\$ 506.22
14	Install new combination paper towel dispenser / waste receptacle (recessed-mounted / stainless steel)	1	EA	\$3,206.06	\$ 3,206.06
15	Install new standard ADA compliant baby changing table (wall mount; w/ proper backing)	1	EA	\$ 4,387.24	\$ <sup>4,387.</sup> 24
16	Remove existing door signage & install new door signage	1	LS	\$ 337.48	\$ 337.48
17	Install new privacy door lock (vacant / occupied type)	1	EA	\$ 759.92	\$ 759.92-
18	Drywall repairs / patching / skim coat as needed	1	LS	\$3,204.88	\$ 3,204.88
19	Paint; (1) coat of primer; (2) coats of finish (to match existing) @ entire work area	1	LS	\$2,650.28	\$ 2,650.28
20	Install new tile baseboard (color & type to be selected by owner)	1	LS	\$4,495.80	\$ 4,495.80
				TOTAL FEE:	<b>\$</b> 128,43 <b>5</b> .92

#### **GENERAL NOTES**

- 1 Contractor to protect all carpet in place @ HR offices & Clerk's office
- 2 Contractor to clean up & dispose of all debris

# SITE MAP





**TO: Inland Valley Development Agency Board** 

**DATE: August 14, 2024** 

**ITEM NO: 10** 

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: CONSIDER AND DISCUSS A REPORT ON ANNUAL BUSINESS PLAN PRIORITIES

#### **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 priorities.

#### **FISCAL IMPACT**

None. For consideration and discussion.

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

#### **BACKGROUND INFORMATION**

In 2009, the Inland Valley Development Agency (IVDA) adopted its first Strategic Plan which operated on a five-year and ten-year outlook. On December 8, 2015, the IVDA Board adopted a new Strategic Plan which established revised initiatives, goals, and priorities. These were centered on priority projects for SBD International Airport, Economic Development, Infrastructure, and Job Creation and Retention. Staff has provided annual updates to the Board since the inception of the plan. Reports on the status of the Action Plan (a subset of the Strategic Plan) are provided monthly.

On January 8, 2020, the IVDA Board realigned the agency's priorities into a new Business Plan which centered on two core focal areas: Economic Development and Infrastructure. These five-year and ten-year outlooks are scheduled for review in late 2024 pending a 2025 Business Plan update.

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

#### **Attachments:**

1. 2020 Business Plan Overview



# Inland Valley Development Agency

2020 Business Plan Update January 8, 2020



# **Executive Summary**

## **Strategic Plan Process:**

- 1. Purpose: <u>Align Board Priorities with Financial and Human Capital to Achieve Results</u>
  - Strategic Initiatives provided for review
  - Review/evaluate proposed Strategic Initiatives, projects, and programs
  - Consider changes to or elimination of incompatible programs
  - Create new programs needed to carry out Plan
  - Timetable to accomplish the Initial Annual Action Plan
- 2. Metrics & Measurement of IVDA performance
- 3. Communications Results



# Strategic Planning Process





# Establishing Priorities / 2020-2024

## **2020 Business Plan Update – common feedback from Members:**

- 1. Priority Projects:
  - Economic Development
  - Infrastructure
- 2. Align with Resources
- 3. Annual Progress Reports

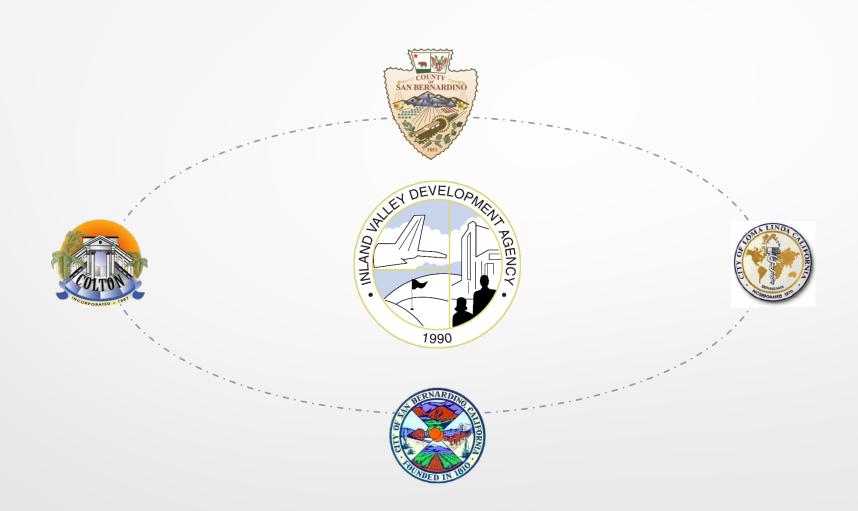


# Background

- Formed in 1990, the Inland Valley Development Agency (IVDA) is a special purpose military base reuse joint powers authority created by and through special State of California Legislation (AB 419) pursuant to Public Law 100-526 under BRAC-I.
- The IVDA is a regional organization comprised of local intergovernmental member agencies: County of San Bernardino, and the Cities of Colton, Loma Linda, and San Bernardino.
- The IVDA is charged with obligations and responsibilities under the "Defense Base Closure and Realignment Act of 1990," as amended, to serve as the Local Reuse Authority (also Local Redevelopment Authority) to achieve successful implementation of the base reuse plan for the effective reuse of the former Norton Air Force Base.
- This includes support for a public airport, various land and buildings, a successful Alliance-California business park, as well as over 14,000 acres of base reuse project area located within a three (3) mile radius of the former Air Force Base.
- The focus has been to assist in both the creation of new employment opportunities and in the preservation of existing employment opportunities on a regional basis.



## Base Reuse JPA – Partnership Model Inter-governmental Partnerships (1990 – present)





# IVDA Support for SBD

"... It is also the intent of the Members that the Agency shall acquire, own, maintain, lease and operate the Norton Air Force Base property, which shall be named and known as the 'San Bernardino Regional Airport', for such aviation uses as may be legally permitted upon such property or such other legal uses as may be determined by the Agency. The Members further acknowledge and agree that the reuse and redevelopment of the Norton Air Force Base, the adjacent property and the other properties in proximity thereto will assist in both the creation of new employment opportunities and in the preservation of existing employment opportunities on a regional basis and will be in the best interests of each Member and the residents within the boundaries of each member."

Source: Inland Valley Development Agency Joint Powers Agreement - 1/24/90, as amended



# In 2020 - WHAT IS IVDA?

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

## IVDA is....

A regional joint powers authority (a public agency established under Federal and California law).

## IVDA is Governed by...

Its Board of Directors - comprised of appointed public officials from its local member entities.

IVDA's Members are...

The County of San Bernardino, and Cities of Colton, Loma Linda, and San Bernardino.

Comprehensive Military Base
Reuse & Development of a
Safe and Sustainable Public
Airport

With the Sole & Specific Purposes to Achieve:

Community & Economic
Revitalization: In furtherance
of its unique Federal Base
Reuse Obligations and
Regional Support



# Who are our customers?

- As a regional joint powers authority, the IVDA was an early adopter of the partnership model in its base reuse plan implementation strategies.
- These strategies were modified and perfected over time with two distinct goals: 1) comprehensive military base and airport reuse, and 2) community revitalization.
- In 2020, the IVDA has developed, managed, and implemented economic development programs and initiatives which have supported:
  - IVDA Member Agencies and their respective communities
  - Federal Government Partners (DoD, OEA, U.S. DOT, USFS,DOC...)
  - San Bernardino International Airport Authority and Partners
  - Regional Inter-Governmental Partners and Stakeholders
  - Small and Medium-sized businesses
  - Non-Profit and Service Organizations
  - San Manuel Band of Serrano Mission Indians

- Hillwood, a Perot Company
- Stater Bros. Markets
- Multiple Fortune 100 and 500 Alliance-California businesses
- Airport and Aerospace Customers
- Educational and Community Organizations
- Workforce Development Organizations
- Public Utilities



## What do we consider results?

- Replacing the economic equivalent of the jobs that were lost due to the closure of Norton Air Force Base
- Ensuring that IVDA support to the San Bernardino International Airport is provided pursuant to our military base reuse obligations
- Increasing Private Investment and Commerce locally and globally within the Base Reuse Project Area
- Consistently delivering quality public planning, infrastructure development, airport, economic development, and environmental programs, projects, and initiatives
- Supporting our global, national, and regional partners and stakeholders
- Driving collaboration, participation, and change for the benefit of the region
- Facilitating regional collaboration, cooperation, and focus to affect community revitalization
- Attracting and retaining businesses while transforming the IVDA Base Reuse Project Area



## Key Issues

#### Near-term

- Ever-changing regulatory environment
- Constrained resources
- Aging infrastructure
- Functionally obsolete facilities
- Environmental issues

### Long-term

- Need to leverage Federal and State funding opportunities by working collaboratively and regionally with JPA members and stakeholders
- Programs must be self-funding and sustainable promoting and advancing regional attributes, goals, and objectives



## **FOCUS**

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

#### IVDA is...



# ECONOMIC DEVELOPMENT

Financial & Operational Support for Airport

Revitalization

Regional Infrastructure Planning & Projects

Replace the Jobs Lost in the Base Reuse Project Area; Increase Opportunities





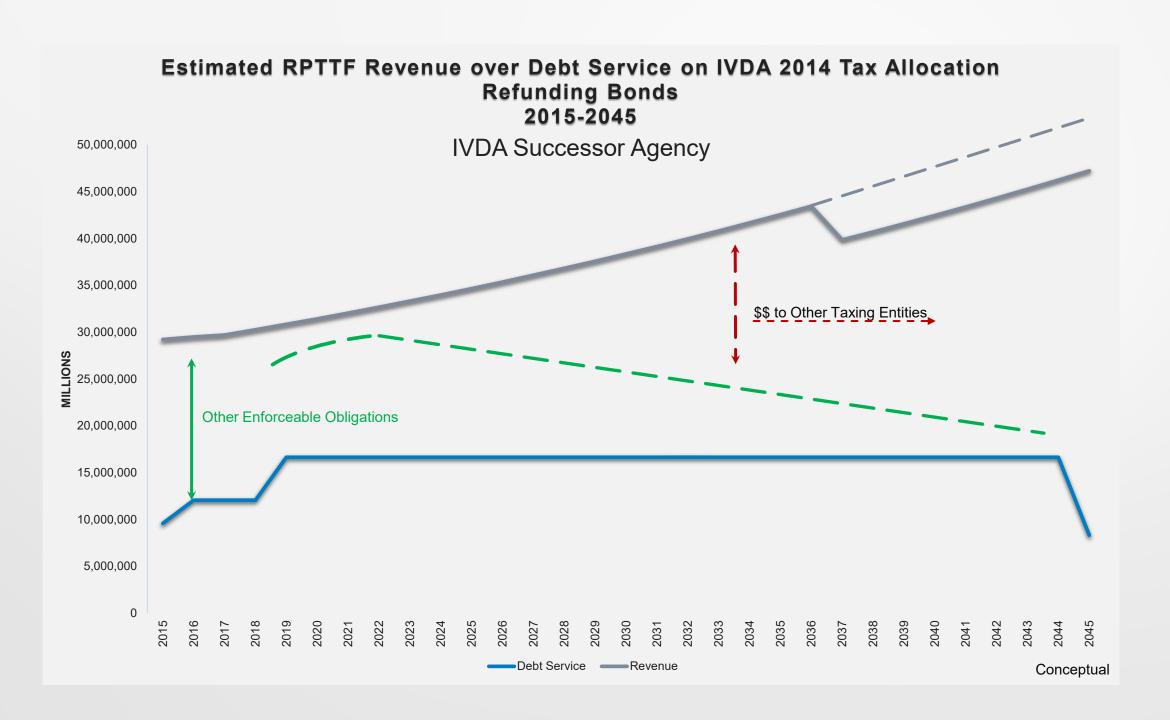
## Inland Valley Development Agency

Successor Agency to the Inland Valley Development Agency

Successor Agency



Base Reuse Joint Powers Authority (JPA)





## Base Reuse Joint Powers Authority



JPA Agency

Per State statue and settlement, a separate and distinct legal entity from SA Sources of Funds:

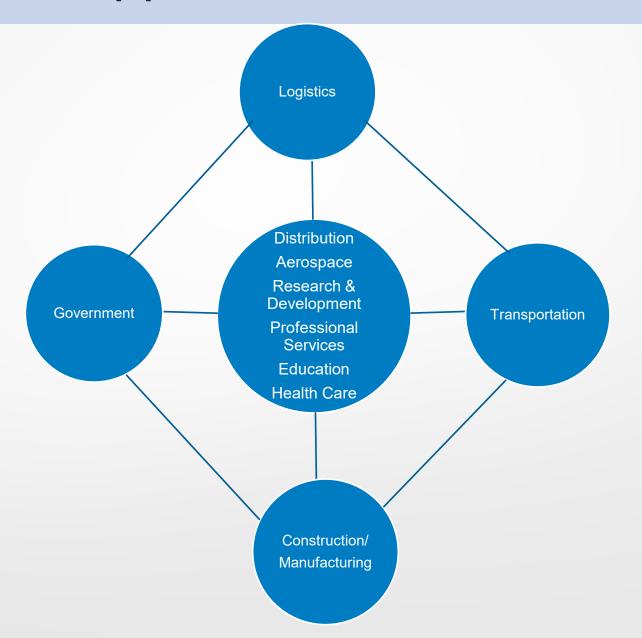
- 1) <u>JPA Revenues</u> Pursuant to Federal LRA Requirements (Public Law 100-526)
- 2) <u>Lease Revenues</u> Pursuant to Federal Property Transfers
- 3) Disposition & Development Agreement (DDA) Participation Payments
- 4) Bond Proceeds Pursuant to DOF Settlement Agreement
- 5) Grant Funds Predominantly U.S. Department of Commerce
- 6) Operating Fees Licenses, Permits, Sewer Fees

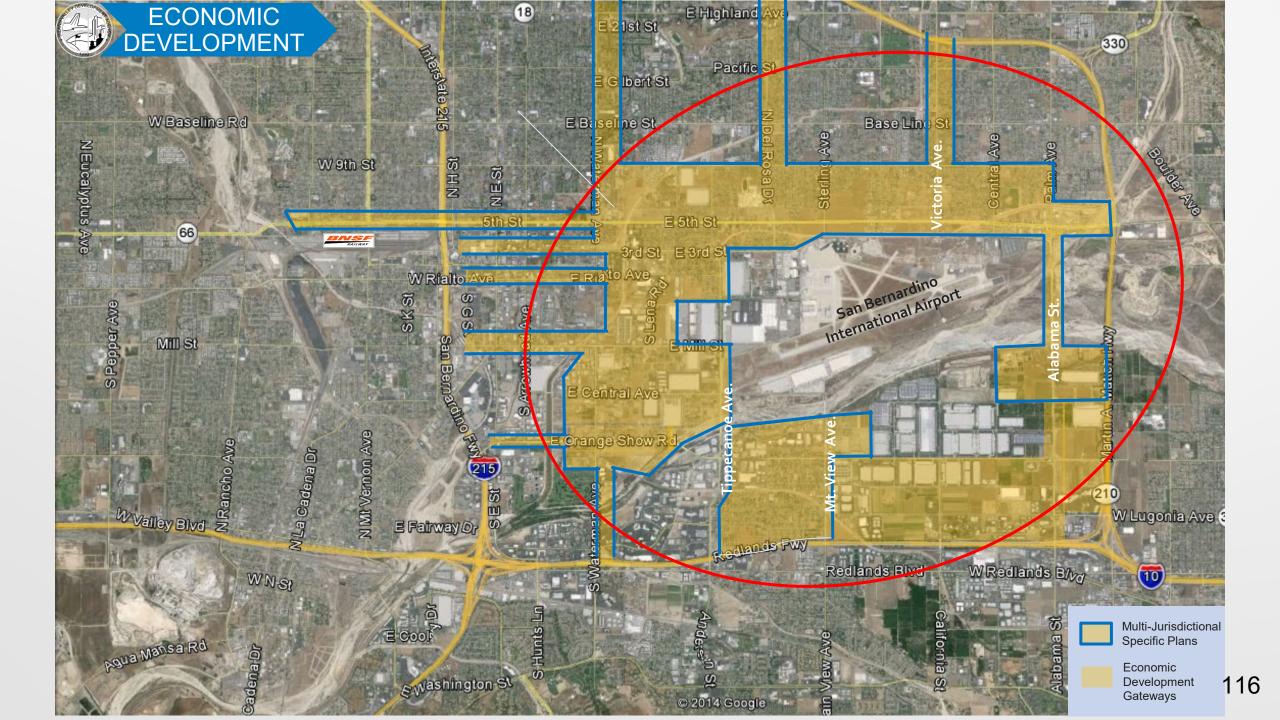


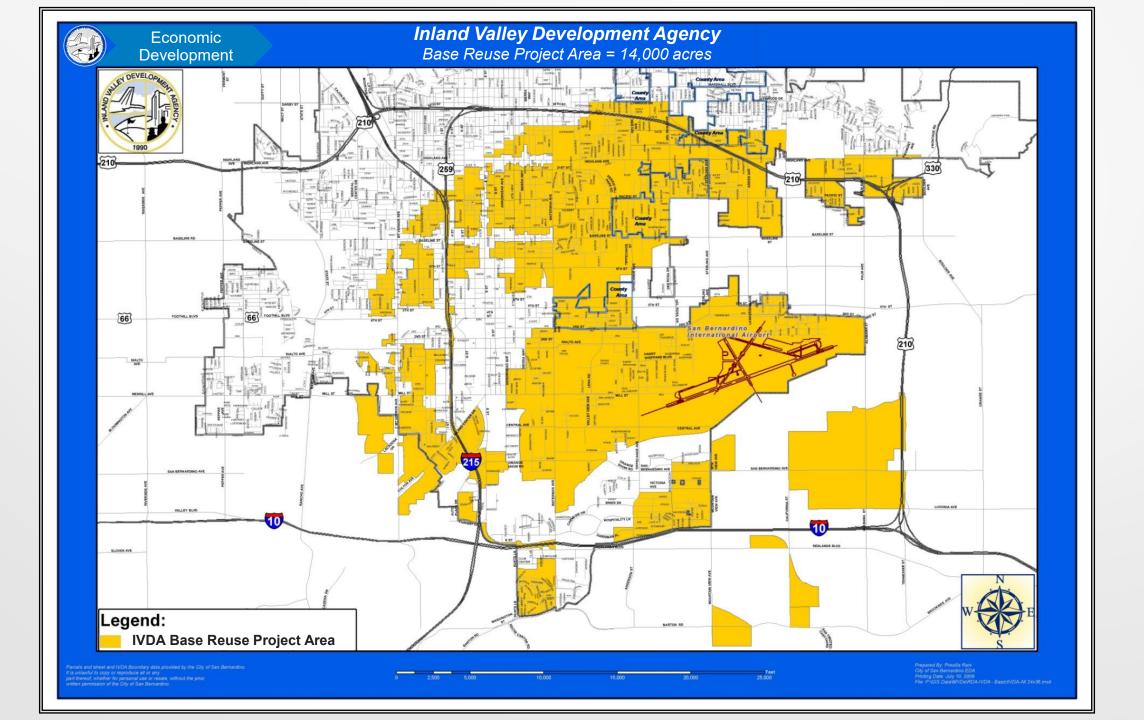
## Market Opportunities

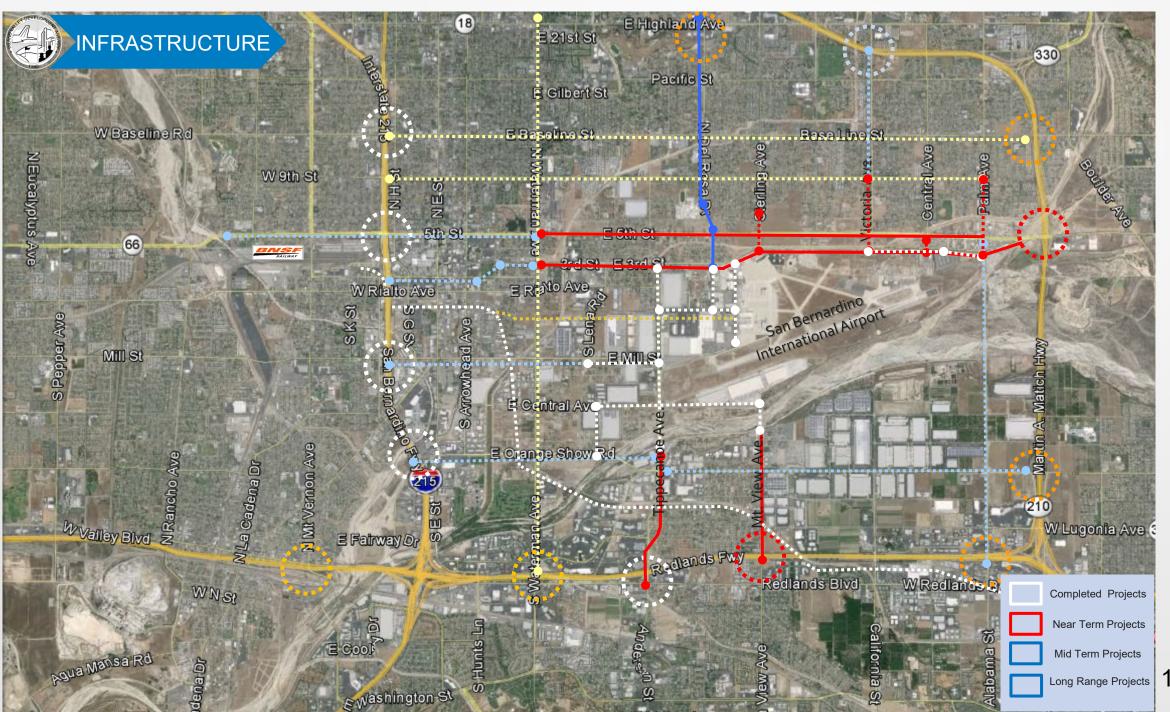
Since 1990, the IVDA and its partners have focused on business attraction and retention programs within the IVDA Base Reuse Project Area in the following sectors:

Emerging Aerospace & Advanced Manufacturing sectors may avail new opportunities during plan life.











# Potential Commuter Rail Concept





## **Existing Educational Affiliations**



























# 2020 – 2024 Proposed Project & Program Appendices

Appendix 1: Economic Development

Appendix 2: Infrastructure

EA (	ECONOMIC Inland Valley Development Agency																					
DEVELOPMENT Proposed Projects for FY 2020-24																						
		2020 2021			2022 2023						2024											
#	Project	Est. Cost	1st QTR	2nd QT	R 3rd QTR	4th QTR	1st QTR 2	2nd QTR 3	Brd QTR	4th QTR	1st QTR	2nd QTR	3rd QTR	4th QTR	1st QTR	2nd QTR	3rd QTR	4th QTR	1st QTR	2nd QTR	3rd QTR	4th QTR
	Planning Projects																					
1	Utility/Water Analysis	\$ 50,00	0																			
2	UAS Training Center Initiative (SBD International Airport)	\$ 25,00	0									1										
3	Multi-jurisdictional Specific Plan - 3rd and 5th Street Corridor	\$ 150,00	0									1										
4	Multi-jurisdictional Specific Plan - Central Avenue Corridor	\$ 150.00																				
5	Economic Development Gateway Program	\$ 75,00	0																			
6	Upgrade Development Fee Incentive Zones (Traffic, Storm Drain)	\$ 40.00																				
7	Grant Funding Programs/Initiatives	\$ 10,00	0																			
8	Legislative Program for Strategic Initiatives	\$ 90.00																				
9	Update Media and Web Site	\$ 75.00	0																			
10	Site Location Assistance	\$ 250,00																				
	Planning Projects - Total	\$ 915.00																				
	Development Projects - 5 Year																					
11	Ensure Financial Viability of the Airport	See Below																				
12	Ensure Financial Viability of IVDA	See Below														1						
13	Airport Operating Funds	\$ 27,500,000.0	0									T				ľ						
14	Airline Joint Service Development Agreements	\$ 7,500,000.0	0																			
15	Identify and Secure New Capital Funding Sources	\$ 75,000.0	0												<b>*</b>							
16	Pursue successful reuse of former Norton AFB	\$ 2,000,000.0	0											. 1								
17	Alliance California/DDA Support	\$ 250,000.0	0																			
18	Economic Development Gateways in IVDA Base Reuse Project Area	\$ 1,000,000.0									_					1						
19	Implement Cooperative Agreements with Stakeholder Communities	\$ 25,000.0	0										V 10 1									
20	Property Acquisitions - Misc	\$ 1,000,000.0																				
21	Economic Development Zone Program Support	\$ 125,000.0	0										14.									
22	3rd and 5th Street Project - Phase I Implementation	\$ 6,000,00																				
23	Deploy Grant Program for Economic Development	\$ 50.00	0									7				1						
24	Coordinate General Plan/Specific Plan Updates	\$ 75,00	0													1						
25	Provide funding for Educational Facilities in Project Area	\$ 5,000,00																				
26	Develop a Communications Program to Advertise, Educate, and Inform	\$ 50,00	0																			
27	Update Internal Media and Communications	\$ 100,00	0																			
28	Update External Media and Communications	\$ 150,00	0										1									
29	Implement GIS Program	\$ 20,00	0																			
30	Update Web Site	\$ 75,00	0																			
31	3rd and 5th Street Project - Phase II Implementation	\$ 15,000,00	0																			
32	Expand Economic Development Zone Benefits	\$ 50,00	0																			
33	Expand FTZ Benefits/Boundaries	\$ 75,00																				
34	Update Economic Development Gateway Program	\$ 10,00																				
35	Implement Economic Development Zone Program - Phase I	\$ 5,000,00	0																			
36	Public Benefit Conveyances	\$ 250,00																				
37	Educational Partnership Program (Base Reuse)	\$ 150,00																				
38	Energy Efficiency Improvements (LEED Retrofits)	\$ 1,000,00																				
39	Workforce Development - Airport	\$ 1,000,00																				
40	Final USAF Property Transfers	\$ 75,00																				
	Development Projects - 5 Year Total	\$ 73,605,00																				
	5 Year Planning and Development Projects - Total	\$ 74,520,00	0																			
	Development Projects - 10 Year																					
41	Update Economic Development Gateway Program	\$ 50,00																				
42	Implement Economic Development Zone Program - Phases II - III	\$ 12,000,00																				
43	Update Specific Plan	\$ 125,00																				
44	Update Communications Plan	\$ 125,00																				
45	Update Airport Access Improvement Program	\$ 50,00																				
46	Implement Sustainable Communities Initiatives	\$ 12,000,00																				
47	Complete USAF Environmental Permitting Process	\$ 100,00	0																			
•	Development Projects - 10 Year Total	\$ 24,450,00	0																			
	Planning and Development Projects - Total	\$ 98,970,00	0	•	•			•				•	•	·		•	•			•	•	•
	Evaluation/Assessment - Plan Life	,,																				

Eligible for FHWA/EDA/other grant funding. Local Funds

12	INFRASTRUCTURE Inland Valley Development Agency								
( )	INITOGRADIONE		Pro	oposed Projects for FY 2020	)-24				
			2020	2021	2022	2023	2024		
#	Project	Est. Cost	1st QTR 2nd QTR 3rd QTR 4th QTR	1st QTR   2nd QTR   3rd QTR   4th QTR	1st QTR   2nd QTR   3rd QTR   4th QTR	1st QTR 2nd QTR 3rd QTR 4th QTR	1st QTR   2nd QTR   3rd QTR   4th QTR		
	Planning Projects								
1	Central Avenue Corridor - Entitlements	\$ 100,000							
	Commuter Rail Project (Airport Access)	\$ 150,000							
3	Base Utility System Improvements	\$ 500,000							
5	Mt. View Avenue I/C PA/ED Phase	\$ 250,000 \$ 150,000							
	Victoria Avenue Interchange PA/ED Phase SMART Assessment and Integration	\$ 75,000							
	Member Entity CIP Projects	\$ 75,000							
	Planning Projects - Total	\$ 1,300,000							
	Construction Projects - 5 Year	7,000,000							
9	Flood Repairs - Channels	\$ 1,000,000							
10	B.58 Building Rehabilitation	\$ 500,000							
	B. 58 Parking Lot	\$ 200,000							
	SBD Corporate Center - Building 1 (TI)	\$ 350,000							
	SBD Corporate Center - Building 2	\$ 5,000,000							
	Northgate Project	\$ 50,000							
	Building No. 105 Demolition	\$ 150,000							
	Airport - South Drainage Channel Project Construct Sie 5 Parking Lot	\$ 500,000 \$ 1,500,000							
	SR 210 I/C (Local Match Contribution)	\$ 1,500,000 \$ 2,500,000							
	Building No. 190 Building Demolition	\$ 2,500,000							
	Water Tower Improvements	\$ 400,000		_					
	Mt. View Avenue Phase II (Mission Creek Bridge & Roadway	\$ 12.870.000		_					
	Mt. View Avenue - Phase III (Matching Funds)	\$ 2,000,000							
	3rd and 5th Street - Phase II	\$ 6,000,000							
	3rd and 5th Street - Phase III	\$ 9,000,000							
	3rd and 5th Street - Phase IV	\$ 2,500,000							
	Sterling Avenue - Box Culvert/Crossing	\$ 3,300,000							
	Small Arms Range/ Site 5 Remediation	\$ 500,000							
28	City Creek By-pass Reconstruction  Central Avenue Corridor - Master Storm Drain Project (Phase I)	\$ 20,000,000 \$ 1,250,000							
	Central Avenue Corridor - Master Storm Drain Project (Phase I)  Central Avenue Corridor - Master Sewer Project	\$ 1,250,000							
	Construct Remote Parking Lot (16 acres)	\$ 2,500,000							
	Building No. 48 - Tenant Improvements	\$ 150,000							
33	SBD Corporate Center Building 2 - (DDA)	\$ 400,000							
34	Building No. 58 - Façade Upgrade	\$ 500,000							
	Member Entity CIP Projects	\$ 2,500,000							
	E-Parcel Reconfiguration/Infrastructure	\$ 3,000,000							
	IVDA Off-Base Sewer System	\$ 50,000							
	3rd and 5th Street Project - Phase I Implementation	\$ 9,000,000							
39	Development Fee Incentive Program	\$ 2,000,000							
	Construction Projects - 5 Year Total 5 Year Planning and Construction Projects - Total	\$ 99,020,000 \$ 100.320.000							
	S Year Planning and Construction Projects - 10 tai  Construction Projects - 10 Year	<i>□</i> 100,320,000							
40	Commuter Rail Project (Airport Access)	\$ 250,000							
	5th Street Improvements - Tippecanoe to Waterman	\$ 4.000.000							
	3rd Street Improvements - Waterman East (incl connect to 2nd Street)	\$ 3,000,000							
	5th Street Improvements - Waterman to I-215	\$ 8,000,000							
44	Tippecanoe Avenue (Santa Ana River to I-10)	\$ 4,000,000							
	Del Rosa Ave. (3rd Street to SR-210)	\$ 20,000,000							
	Central Avenue (Lena Road to Waterman Ave.)	\$ 200,000							
	Baseline Avenue - I-210 to I-215	\$ 15,000,000							
	Victoria Avenue - Phase II	\$ 7,000,000							
	Victoria Avenue - Phase III	\$ 9,000,000							
	Sterling Avenue Corridor - Sewer/Storm Drain Improvements	\$ 3,000,000 \$ 12,000,000		<del> </del>					
	Mt. View - Alabama Extension SB Corporate Center - Parking Structure	\$ 12,000,000 \$ 1,250,000							
	Central Avenue Corridor - Master Storm Drain Project (Phase II)	\$ 1,250,000							
55		\$ 96,700,000							
		\$ 197,020,000							
	Evaluation/Assessment - Plan Life	- 707,020,000							

Eligible for FHWA/EDA/other grant funding.
Local Funds



**TO: Inland Valley Development Agency Board** 

**DATE: August 14, 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:	Alka Chudasama
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.

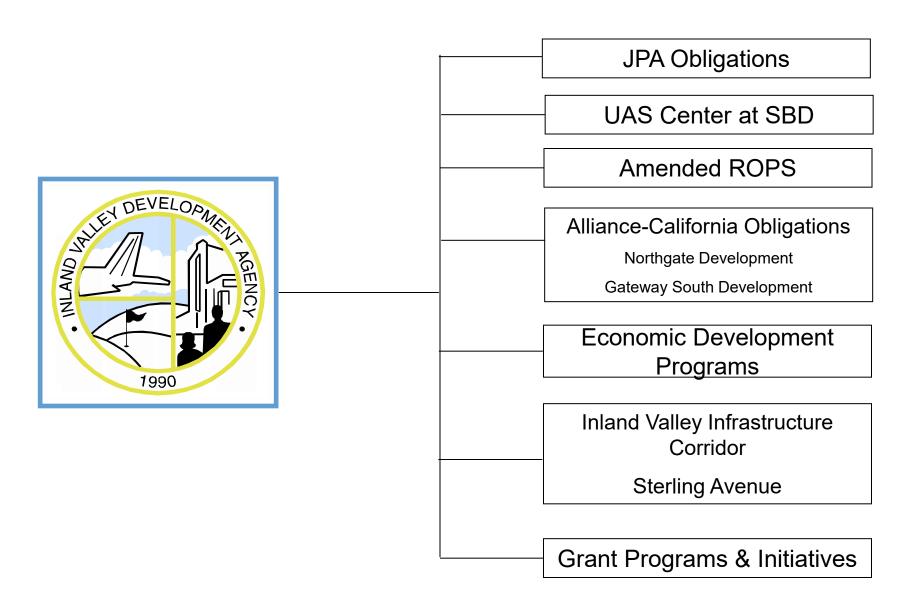
This status is offered for consideration and review. Updates and adjustments should be made, as appropriate, at each monthly interval.

For review and discussion.

#### **Attachments:**

1. IVDA Action Plan.

### December 31, 2024 – IVDA Focal Areas





#### **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; Airport Roadways	IVDA Board & Committee, CEO, Director of Finance, Staff	August 31, 2024		
September, 2024	Prepare Amended ROPS; EDA CEDS Update; IVDA Website Update	IVDA Board & Committee, CEO, Director of Finance, Staff	September 30, 2024		
October, 2024	Quarterly Financials; Economic Development Initiatives; Business Plan Priorities	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

