

INLAND VALLEY DEVELOPMENT AGENCY

WEDNESDAY, SEPTEMBER 13, 2023

5:00 P.M. (Closed Session (if any), immediately followed by Open Session)

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



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

Phillip Dupper, Chairperson

Mayor, City of Loma Linda

Frank J. Navarro, Vice-Chairperson

Mayor, City of Colton

Joe Baca, Jr., Secretary

Supervisor, County of San Bernardino

BOARD MEMBERS:

John Echevarria

Councilmember, City of Colton

Rhodes Rigsby

Councilmember, City of Loma Linda

Jesse Armendarez

Supervisor, County of San Bernardino

Helen Tran

Mayor, City of San Bernardino

Juan Figueroa

Councilmember, City of San Bernardino

Sandra Ibarra

Councilmember, City of San Bernardino

ALTERNATE BOARD MEMBERS:

Vacant

City of Colton

John Lenart

Councilmember, City of Loma Linda

Fred Shorett

Mayor Pro Tem, City of San Bernardino

Dawn Rowe

Supervisor, County of San Bernardino

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

ORDER OF BUSINESS – CLOSED SESSION

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

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

A. CALL TO ORDER / ROLL CALL

B. CLOSED SESSION PUBLIC COMMENT

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

C. CLOSED SESSION

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

- a. Conference with Legal Counsel pursuant to Gov. Code 54956.9(d) - significant exposure to litigation: one case

D. REPORT ON CLOSED SESSION

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

ORDER OF BUSINESS – OPEN SESSION

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

E. ITEMS TO BE ADDED OR DELETED

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

F. CONFLICT OF INTEREST DISCLOSURE

1. Members shall note agenda item contractors and subcontractors which may require member abstentions due to possible conflicts of interest.

[PRESENTER: Jennifer Farris; PAGE#: 007]

G. INFORMATIONAL ITEMS

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

2. Informational Items
 - a. Chief Executive Officer Report **[PRESENTER: Michael Burrows; PAGE#: 015]**
 - b. Report on Sterling Avenue Grant **[PRESENTER: Michael Burrows; PAGE#: 016]**
 - c. Report on Electric Vehicle Chargers **[PRESENTER: Michael Burrows; PAGE#: 018]**
 - d. Report on U.S. Department of Commerce, Comprehensive Economic Development Strategy (CEDS) update **[PRESENTER: Myriam Beltran; PAGE#: 020]**

H. **BOARD CONSENT ITEMS**

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

3. Receive Register of Demands – August 9, 2023
[PRESENTER: Mark Cousineau; PAGE#: 021]
4. Receive Register of Demands – September 13, 2023
[PRESENTER: Mark Cousineau; PAGE#: 025]
5. Receive and file Cash Report for June 30, 2023, for the Inland Valley Development Agency (IVDA)
[PRESENTER: Mark Cousineau; PAGE#: 032]
6. Receive and file Cash Report for July 31, 2023, for the Inland Valley Development Agency (IVDA)
[PRESENTER: Mark Cousineau; PAGE#: 035]
7. Ratify a professional services agreement with Tactical Drone Concepts for training services at the UAS Center at SBD in an amount not to exceed \$37,500
[PRESENTER: Michael Burrows; PAGE#: 038]
8. Approve Meeting Minutes: July 12, 2023
[PRESENTER: Jennifer Farris; PAGE#: 054]

I. **BOARD ACTION ITEMS**

9. Consider and adopt Resolution No. 2023-04 of the Inland Valley Development Agency (IVDA) changing the time of the regular meetings of the IVDA Finance and Budget Committee and amending Resolution No. 2020-02
[PRESENTER: Michael Burrows; PAGE#: 060]

10. Approve a five-year recurring annual software subscription to the SAGE Intacct Accounting Information System (AIS) for not-to-exceed amounts of \$58,000 per year for subscription years 1 through 3, and \$66,000 per year for subscription years 4 and 5
[PRESENTER: Mark Cousineau; PAGE#: 065]
11. Approve a professional services agreement with FORVIS LLP for Intacct Accounting Information System (AIS) Implementation Services for a not-to-exceed amount of \$65,500
[PRESENTER: Mark Cousineau; PAGE#: 081]
12. Ratify a construction contract with Los Angeles Engineering Inc. for the DFAS I Emergency Underground Water Supply Project in an amount not to exceed \$123,000.00
[PRESENTER: Jeff Barrow; PAGE#: 113]
13. Approve an amendment to the Cooperative Agreement with the City of Highland and the San Manuel Band of Mission Indians for the 3rd and 5th Street Project
[PRESENTER: Myriam Beltran; PAGE#: 160]
14. Consider and discuss options for providing translation services for Inland Valley Development Agency (IVDA) Board meetings
[PRESENTER: Michael Lewin; PAGE#: 165]
15. Review status of the Action Plan for the Inland Valley Development Agency (IVDA) through December 31, 2023
[PRESENTER: Michael Burrows; PAGE#: 168]

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, October 11, 2023.

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: September 13, 2023</p> <p>ITEM NO: 1</p> <p>PRESENTER: Jennifer Farris, Clerk of the Board</p>
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SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF SEPTEMBER 13, 2023

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

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

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

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

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

<u>Agenda Item No.</u>	<u>Contractors/Tenants</u>	<u>Subcontractors/Subtenants</u>
7.	<u>Tactical Drone Concepts</u> Anthony DeMolina, CEO/Secretary/CFO	None.
10.	<u>Forvis, LLP</u> Karen Bodach, Managing Director Tabitha Anderson, Project Manager	None.
11.	<u>Sage Intaact, Inc.</u> Alexander Russo, Corporate Counsel	None.
12.	<u>Los Angeles Engineering, Inc.</u> Angus O'Brien, President/CEO Aaron O'Brien, Vice President/Secretary/COO Melody Turner, Controller/CFO	None.

Attachments:

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 84308

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

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

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

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

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

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

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

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

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

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

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

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

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 87103

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

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

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

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

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

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

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

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

§ 18438.5. Aggregated Contributions Under Section 84308.

For purposes of Section 84308:

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Government Code.

6 HISTORY

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

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

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

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

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

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

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

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

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

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

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

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



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 2a

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER REPORT

SUMMARY

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

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

BACKGROUND INFORMATION

None.

Attachments:

1. None.



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 2b

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: INFORMATIONAL ITEMS – REPORT ON STERLING AVENUE GRANT

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 DEVELOPMENT AGENCY
STERLING AVENUE IMPROVEMENTS (BETWEEN 3RD AND 5TH STREETS)
EDA GRANT NO. 07-01-07779
AERIAL EXHIBIT



	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: September 13, 2023</p> <p>ITEM NO: 2c</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: INFORMATIONAL ITEMS – REPORT ON ELECTRIC VEHICLE CHARGERS

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

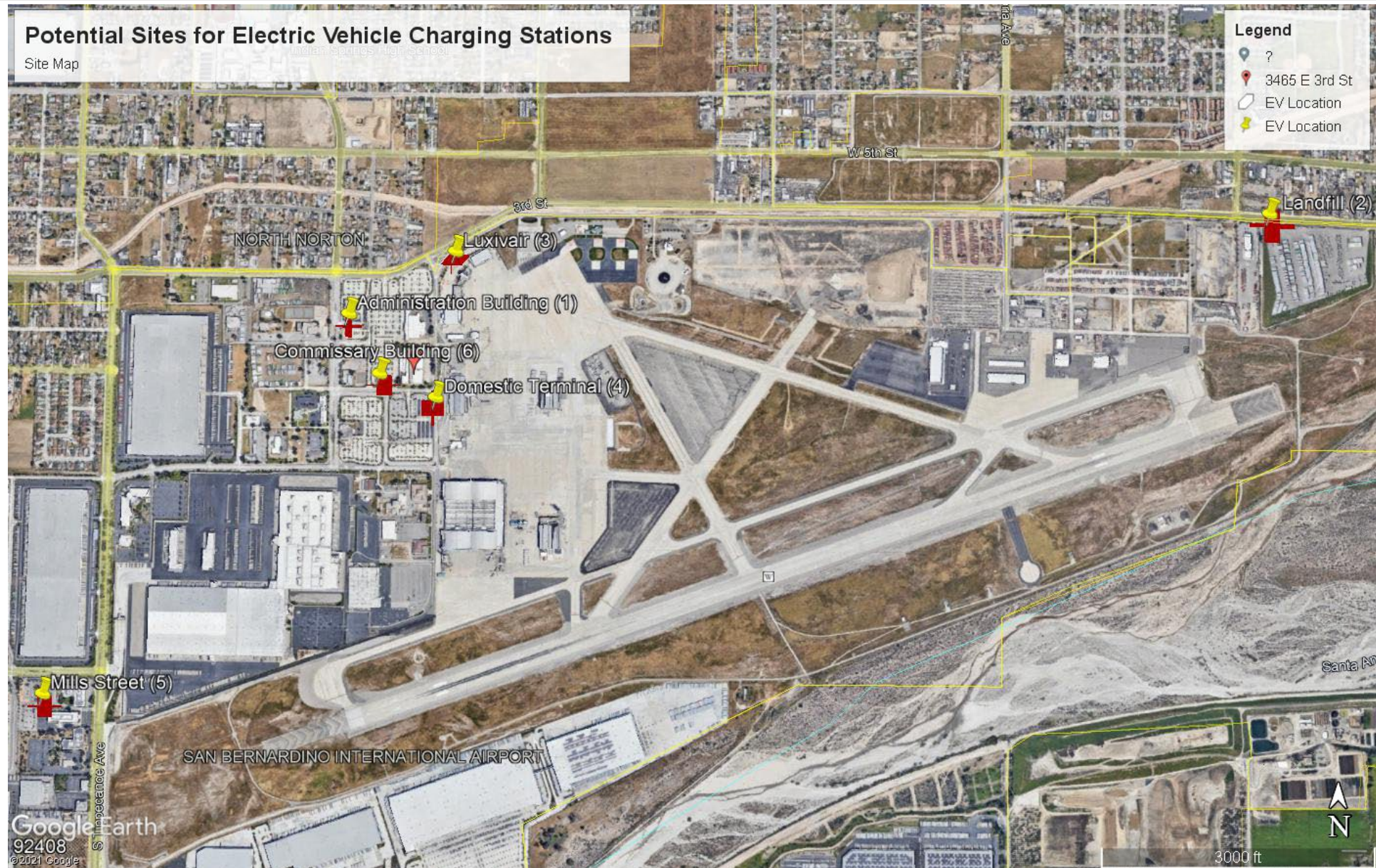
None.

Attachments:

1. Site Map.



EV Charging Infrastructure





TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 2d

PRESENTER: Myriam Beltran, Manager of Planning & Programs

SUBJECT: INFORMATIONAL ITEMS – REPORT ON U.S. DEPARTMENT OF COMMERCE, COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDs) UPDATE

SUMMARY

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

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

BACKGROUND INFORMATION

None.

Attachments:

1. None.



TO: Inland Valley Development Agency Board

DATE: August 9, 2023

ITEM NO: 3

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE REGISTER OF DEMANDS - AUGUST 09, 2023

SUMMARY

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

RECOMMENDED ACTION(S)

Receive for information.

FISCAL IMPACT

Disbursements for amounts due in July 2023.

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

BACKGROUND INFORMATION

Total disbursement activities for July 2023 amount to \$1,136,467.50 that include the following.

- **Professional Services:** Allawos & Company LLC; California Strategies & Advocacy LLC; CJMC Holdings LLC; Desmond & Louis Inc., Empower UAV UAS Inc.; Imagine Systems Inc.; John Richards & Associates; Innovative Federal Strategies LLC; Mirau Edwards Cannon Lewin & Tooke LLP; Rosenow Spevacek Group Inc.; The Natelson Dale Group, Tom Dodson & Associates, and Zenaida Global were paid \$98,319.58.
- **Capital Projects Cost:** AEC Moreno Corporation; City of Highland; and Cordoba Corporation were paid \$607,552.42.
- **Utilities:** AT&T; Burrtec Waste Industries Inc., City of SB Water Department, Southern California Edison, and The Gas Company were paid \$68,935.76.
- **Employees Benefits:** American Fidelity Assurance Company, Fidelity Security Life Insurance Co., Health Net of California Inc., Kaiser Foundation Health Plan Inc., Metropolitan Life Insurance Co., and United World Life Insurance Co. were paid \$103,436.46.

Attachments:

1. Register of Demands for the August 09, 2023 Board Meeting.

***Inland Valley Development Agency
Register of Demands for Board Meeting
August 9, 2023***

Line	Company Name	Description	Amount
1	# 1 Son Plumbing	Backflow testing	3,888.51
2	A/C Mechanical Inc.	HVAC services, repairs, and parts	1,865.00
3	AEC Moreno Corp	Building 58 Improvement Project	16,889.75
4	Allawos & Company LLC	Professional consulting services - UAS Center at SBD	2,587.50
5	Alliant Insurance Services Inc.	Insurance premiums and broker fees	221,490.30
6	AlSCO Inc.	Mat maintenance	291.68
7	Amazon Capital Services Inc.	Office supplies and equipment	685.25
8	American Fidelity Assurance Company	Employee supplemental benefits	6,384.43
9	Amtech Elevator Services	Maintenance and inspections for elevator at DFAS I	555.00
10	AT&T	Fiber internet service	1,910.73
11	Board Members	Director fees	1,575.00
12	Burrtec Waste Industries Inc.	Refuse	981.97
13	BWI Aviation Insurance Agency Inc.	Drone insurance	5,799.00
14	C & A Janitorial Services	Janitorial services	5,877.68
15	California Strategies & Advocacy LLC	Professional lobbying and related consulting services	5,000.00
16	City of Highland	EDA 07-01-07415 grant share for 3rd and 5th Street Corridor	557,825.67
17	City of SB Water Department	Water and sewer services	8,888.07
18	CJMC Holdings LLC	Professional services-consulting capital projects	2,100.00
19	Cordoba Corporation	3rd Street Corridor Widening Project	32,837.00
20	Desmond & Louis Inc.	Professional event services agreement for marketing and	4,000.00
21	Empower UAV UAS Inc.	Professional service agreement for drone pilot certification	7,500.00
22	Event Design Lab	Live streaming services for meeting	800.00
23	Fidelity Security Life Insurance Co	Employee group benefits - flexible spending accounts	5,129.64
24	Fidelity Security Life Insurance Co.	Employee group benefits - vision	1,579.16
25	Grainger	Maintenance and supplies for Building 48	400.52
26	Health Net of California Inc.	Employee group benefits - medical	55,797.78
27	Imagine Systems Inc.	IT consulting services	10,572.38
28	Innovative Federal Strategies LLC	Federal legislative advocacy services	10,000.00
29	Jennifer Farris	Travel for ESRI User Conference	355.00
30	John Richards	Specialized consulting services for the accounting information	3,000.00
31	Kaiser Foundation Health Plan, Inc.	Employee group benefits - medical	5,160.20
32	Liebert Cassidy Whitmore	ERC premium membership to Liebert Library	1,034.00
33	Metropolitan Life Insurance Co	Employee group benefits - dental	16,005.27
34	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	8,322.00
35	Mobile Modular Management Corp	Mobile office rent - UAS Center @ SBD, Perimeter Rd.	1,819.11
36	Petty Cash	IVDA petty cash for employee reimbursements	397.98
37	Quench USA, Inc.	Water purification system for Building 48	232.73
38	Reyes Single Ply Roofing Masters Corp.	Roof repairs for DFAS I	7,000.00
39	RSG	Professional services - consulting	607.50
40	San Bernardino Municipal Water Dept.	Wastewater treatment charges	11,484.40

***Inland Valley Development Agency
Register of Demands for Board Meeting
August 9, 2023***

Line	Company Name	Description	Amount
41	Southern California Edison	Electricity	44,906.05
42	Staples Contract & Commercial LLC	Office supplies and misc. supplies	2,165.28
43	State Board of Equalization	Processing fee for State Board of Equalization certificate	500.00
44	Sunwest Printing Inc.	Agency custom printed material	129.41
45	The Gas Company	Gas	764.54
46	The Natelson Dale Group Inc.	Professional services agreement for the preparation of an	4,355.00
47	Time Value Software	Desktop license and maintenance fees	105.00
48	Tom Dodson & Associates	Professional services for environmental services	15,371.76
49	Toshiba Business Solutions	Maintenance for office equipment for Building 48	707.63
50	United World Life Insurance Co	Employee group benefits - life insurance	13,379.98
51	Western Exterminator Company	Pest control	549.20
52	Zenaida Global	Professional consulting services - UAS Center at SBD	24,903.44
			<u>1,136,467.50</u>



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 4

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE REGISTER OF DEMANDS - SEPTEMBER 13, 2023

SUMMARY

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

RECOMMENDED ACTION(S)

Receive for information.

FISCAL IMPACT

Disbursements for amounts due in August 2023.

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

BACKGROUND INFORMATION

Total disbursement activities for August 2023 amount to \$862,376.72 that include the following.

- **Professional Services:** California Strategies & Advocacy LLC; Coffman Engineers, Inc.; Desmond & Louis Inc., Eadie & Payne LLP; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Mirau Edwards Cannon Lewin & Tooke LLP; Rosenow Spevacek Group Inc.; Tactical Drone Concepts, and Zenaida Global were paid \$235,774.84.
- **Capital Projects Cost:** City of Highland was paid \$441,509.71.
- **Utilities:** AT&T; Burrtec Waste Industries Inc., City of SB Water Department, Southern California Edison, and Verizon Wireless were paid \$77,221.53.
- **Employees Benefits:** American Fidelity Assurance Company and Fidelity Security Life Insurance Co. were paid \$5,441.03

Attachments:

1. Register of Demands for the September 13, 2023 Board Meeting.
2. Visa Breakdown - June 2023.
3. Visa Breakdown - July 2023.

***Inland Valley Development Agency
Register of Demands for Board Meeting
September 13, 2023***

Line	Company Name	Description	Amount
1	ADT LLC	Fire and burglar alarm monitoring	941.82
2	Alsco Inc.	Mat maintenance	291.68
3	American Fidelity Assurance Company	Employee supplemental benefits	3,068.55
4	Andersen Commercial Plumbing, LLC.	Emergency call for possible mainline stoppage	1,193.00
5	AT&T	Fiber internet service	1,900.19
6	Basic Backflow	Test and certify for valve	135.00
7	BurnBot, Inc.	BurnBot demo	5,000.00
8	Burrtec Waste Industries Inc.	Refuse	1,592.77
9	C & A Janitorial Services	Janitorial services	22,327.40
10	Cable & Wireless Technologies Inc.	Fiber optic cables	559.09
11	California Strategies & Advocacy LLC	Professional lobbying and related consulting services	5,000.00
12	CDW - Government Inc.	IT equipment	1,847.47
13	City of Highland	EDA 07-01-07415 grant share for 3rd and 5th Street Corridor	441,509.71
14	City of San Bernardino	Permit fee	30.00
15	City of SB Water Department	Water and sewer services	19,280.13
16	Coffman Engineers, Inc.	Consulting services for Hydrogen Grant Application	1,965.00
17	County of SB	Fire hazard abatement citation	359.00
18	Desmond & Louis Inc.	Professional event services for marketing and media	4,000.00
19	Dib's Safe & Lock Service	Key and lock services	50.57
20	Eadie & Payne LLP	Predecessor auditor procedures	1,000.00
21	EMCOR Services	Replacement motor for HVAC	15,076.00
22	Encore Lighting Inc.	Lighting supplies	581.43
23	ESRI	ArcGIS software renewal fee	4,400.00
24	Event Design Lab	Live streaming services for meeting	800.00
25	Ewing Irrigation Products Inc.	Landscape and irrigation supplies	328.48
26	Fidelity Security Life Insurance Co	Employee group benefits-flexible spending accounts	1,572.96
27	Fidelity Security Life Insurance Co.	Employee group benefits-vision	799.52
28	Hernandez, Kroone & Associates Inc.	Professional services to provide civil engineering and survey services	115,096.89
29	Imagine Systems Inc.	IT consulting services	4,372.38
30	K&L Hardware and Plumbing Supply Inc.	Maintenance, tools, and supplies	7.53
31	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	72,880.96
32	Quench USA, Inc.	Water purification system for Building 48	232.73
33	Reyes Single Ply Roofing Masters Corp.	Labor and material to repaired water entry points	530.00
34	RSG	Professional services - consulting	1,282.50
35	Southern California Edison	Electricity	52,959.06
36	Special District Risk Management Auth.	Workers' compensation insurance	16,734.41
37	Staples Contract & Commercial LLC	Office supplies and misc. supplies	3,916.00
38	Tactical Drone Concepts	Professional services to provide consulting and training for San Bernardino County Department of Public Works	13,200.00

***Inland Valley Development Agency
Register of Demands for Board Meeting
September 13, 2023***

Line	Company Name	Description	Amount
39	Toshiba Business Solutions	Maintenance for office equipment for Building 48	584.22
40	Uline Inc.	Storage supplies for records room	843.69
41	United Rentals Inc.	Emergency use of portable AC units for DFAS	13,553.96
42	Verizon Wireless	Wireless monthly service and equipment purchases	1,489.38
43	Visa (June 2023)	Office supplies and other misc. charges	4,164.23
44	Visa (July 2023)	Office supplies, travel and other misc. charges	7,682.90
45	Western Exterminator Company	Pest control	259.00
46	Zenaida Global	Professional consulting services - UAS Center at SBD	16,977.11
			862,376.72

VISA Breakdown

June 2023

IVDA

Line	Description	Vendor	Dept.	Amount
1	Fire proof cabinet for UAS Trailer	JustRite Safety	UAS	1,199.52
2	Monthly subscription fee for financial software	Intuit QuickBooks	Finance	727.13
3	Press release distribution service for UAS Center press releases	24-7 Press Release	Marketing	139.00
4	Floor cabinet for UAS storage	Amazon	UAS	92.43
5	Sideboard cabinet for kitchen supply storage	Amazon	UAS	214.23
6	Partial refund for AUVSI Pavilion Expo	Colorado CC Catering	UAS	(1,036.84)
7	Equipment for electrical box installation at UAS	The Home Depot	UAS	327.08
8	Contribution agency dial-in line	FreeConferenceCall.com	Admin	10.00
9	Contribution agency dial-in line	FreeConferenceCall.com	Admin	10.00
10	Contribution agency dial-in line	FreeConferenceCall.com	Admin	10.00
11	Equipment for electrical box installation at UAS	CED	UAS	11.79
12	Equipment for electrical box installation at UAS	The Home Depot	UAS	139.95
13	Financial magazine	Assn Order	Finance	3.75
14	Refund for financial magazine	Assn Order	Finance	(3.75)
15	Secure HR fax line	Interfax	HR	9.50
16	Wall mounting equipment for UAS Trailer site	Best Buy	UAS	217.49
17	Press release distribution service for UAS Center pr	24-7 Press Release	Marketing	139.00
18	Training for Clerks Series 400 class for M. Sutton	Maureen Kane & Associates	COB	1,500.00
19	Office supplies	Staples	Admin	105.95
20	Project management webinar for I. Massou	SkillPath	Development	149.00
21	Renewal for Women Leaders Organization	LA Women's Leaders	HR	199.00
				\$ 4,164.23
	VISA Statement Balance			\$ 4,164.23
	Date Prepared: 07/27/2023			

VISA Breakdown

July 2023

IVDA

Line	Description	Vendor	Dept.	Amount
1	CalCPA Membership dues for M. Cousineau	CalCPA Society	Finance	570.00
2	Monthly subscription fee for financial software	Intuit QuickBooks	Finance	799.75
3	Registration for Global Autonomous Systems Conference	ED Global	UAS	300.00
4	Contribution agency dial-in line	FreeConferenceCall.com	Admin	10.00
5	Contribution agency dial-in line	FreeConferenceCall.com	Admin	10.00
6	Contribution agency dial-in line	FreeConferenceCall.com	Admin	10.00
7	Recruitment for Deputy COB	NeoGov	HR	199.00
8	Secure HR fax line	Interfax	HR	9.50
9	Remote work station for Director of Admin	Office Depot	HR	259.86
10	Annual dues	City Clerk's Association of California	COB	250.00
11	Posting of Deputy Clerk of the Board job	International Institute of Municipal Clerks	COB	300.00
12	Replacement paper roll for waste water flow meter	Graphic Controls	Water & Sewer (SBIAA Maint.)	589.15
13	Replacement ribbon for waste water flow meter and logistics fee	Radwell	Water & Sewer (SBIAA Maint.)	115.22
14	Posting of Deputy Clerk of the Board job	City Clerks Association of California	COB	300.00
15	FAA Drone License Exam	PSI Services	UAS	175.00
16	FAA Drone License Exam	PSI Services	UAS	175.00
17	FAA Drone License Exam	PSI Services	UAS	175.00
18	FAA Drone License Exam	PSI Services	UAS	175.00
19	FAA Drone License Exam	PSI Services	UAS	175.00
20	FAA Drone License Exam	PSI Services	UAS	175.00
21	FAA Drone License Exam	PSI Services	UAS	175.00
22	FAA Drone License Exam	PSI Services	UAS	175.00
23	Incentives for employee engagement	Target	HR	72.62
24	New faucet for DFAS I	K&L Hardware	PM	74.52
25	Refund for Women Leaders Organization renewal	LA Women's Leaders	HR	(199.00)
26	Partial refund for registration for J. Rodriguez	ESRI	COB	(875.00)
27	Plants and succulents for Building 48	Lowe's	Admin	164.15
28	Employee recognition and engagement	Nothing Bundt Cakes	COB	112.00
29	Fuel for travel to ESRI Conference in San Diego	Ralphs Fuel	COB	46.35
30	Rideshare for J. Farris at ESRI Conference in San Diego	Uber	COB	8.15
31	Lodging for J. Farris for ESRI Conference	Hilton	COB	1,894.90
32	Fuel for travel from ESRI Conference	Ralphs Fuel	COB	50.02
33	Meal - San Manuel charity event in Orange County, M. Burrows	Hilton Hotel - Costa Mesa	Admin	34.02
34	Lodging - San Manuel charity event in Orange County, M. Burrows	Hilton Hotel - Costa Mesa	Admin	311.66
35	Hotel for UAS Center consultant - Jason Ramos	Residence Inn	UAS	674.24
36	Lunch during HR Conference for T. Nguyen & D. Hamming	Proper Hotel	HR	45.99
37	Breakfast during HR Conference for T. Nguyen & D. Hamming	Urth Caffe	HR	25.80
38	Parking fee for HR Conference	LA Convention Center	HR	25.00
39	Hospitality for IVDA Board Meeting	Corner Bakery	Admin	95.00
				\$ 7,682.90

VISA Breakdown
July 2023
IVDA

Line	Description	Vendor	Dept.	Amount
	VISA Statement Balance			\$ 7,682.90
	Date Prepared: 08/30/2023			



TO: Inland Valley Development Agency Board

DATE: August 9, 2023

ITEM NO: 5

PRESENTER: Mark Cousineau, Director of Finance

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

SUMMARY

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

RECOMMENDED ACTION(S)

Receive and file Cash Report for June 30, 2023 for the Inland Valley Development Agency (IVDA).

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

Attached is the Cash Report for June 30, 2023, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$37,977,025.43 on June 30, 2023. Banks' statements reflect \$38,000,897.05. The difference in totals is due to the outstanding checks on June 30, 2023.

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

Attachments:

1. Cash Report for June 30, 2023.

Inland Valley Development Agency

Cash Report June 30, 2023

IVDA JPA CASH

<u>Cash</u>	Balance 05/31/23	Activities	Balance 06/30/23
<i>MMKT/ Savings Account - CHASE Bank</i>	2,830,548.15	150.90	2,830,699.05
<i>Checking Account - CHASE Bank</i>	2,315,014.03	1,724,948.82	4,039,962.85
Deposits In Transit:			
Beginning	852.94	(852.94)	-
Ending		81,557.85	81,557.85
Outstanding Checks:			
Beginning	(88,516.58)	88,516.58	-
Ending		(105,429.47)	(105,429.47)
<i>Payroll Account - CHASE Bank</i>	8,053.81	(7,093.75)	960.06
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
<i>BRORF Account - CHASE Bank</i>	4,803,947.32	(499,811.48)	4,304,135.84
<i>Cash with Fiscal Agent- MECLT Trust</i>	677,913.29	894,611.98	1,572,525.27
Subtotal	10,547,812.96	2,176,598.49	12,724,411.45
<u>Investments</u>			
<i>Local Agency Investment Funds - Regular Account</i>	76,290.26	-	76,290.26
<i>Local Agency Investment Funds - Bond Account</i>	122,231.15	-	122,231.15
Total	198,521.41	-	198,521.41
Subtotal JPA Cash & Investments	10,746,334.37	2,176,598.49	12,922,932.86

IVDA SUCCESSOR AGENCY CASH

<i>RORF Account -CHASE Bank</i>	8,783,841.32	(380,647.00)	8,403,194.32
<u>Investments Held With Fiscal Agent</u>			
Special Fund - US Bank - 2014 series	9.12	-	9.12
Interest Account - US Bank - 2014 series	-	2,516.08	2,516.08
<i>Reserve Account- US Bank - 2014 series</i>	16,650,743.74	(2,445.37)	16,648,298.37
<i>Principal Account - US Bank- 2014 series</i>	-	-	-
<i>2011 Project Fund - US Bank - 2014 series</i>	74.68	-	74.68
Subtotal SA Cash & Investments	25,434,668.86	(380,576.29)	25,054,092.57
Total Cash and Investments	\$ 36,181,003.23	1,796,022.20	\$ 37,977,025.43

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


Mark Cousineau, Director of Finance



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 6

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE AND FILE CASH REPORT FOR JULY 31, 2023 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)

SUMMARY

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

RECOMMENDED ACTION(S)

Receive and file Cash Report for July 31, 2023 for the Inland Valley Development Agency (IVDA).

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

Attached is the Cash Report for July 31, 2023, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$36,240,053.05 on July 31, 2023. Banks' statements reflect \$36,293,000.97. The difference in totals is due to the outstanding checks on July 31, 2023.

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

Attachments:

1. Cash Report for July 31, 2023.

Inland Valley Development Agency

Cash Report

July 31, 2023

IVDA JPA CASH

<u>Cash</u>	Balance 06/30/23	Activities	Balance 07/31/23
<i>MMKT/ Savings Account - CHASE Bank</i>	2,830,699.05	119.34	2,830,818.39
<i>Checking Account - CHASE Bank</i>	4,039,962.85	(1,401,048.97)	2,638,913.88
Deposits In Transit:			
Beginning	81,557.85	(81,557.85)	-
Ending		61,044.13	61,044.13
Outstanding Checks:			
Beginning	(105,429.47)	105,429.47	-
Ending		(113,992.05)	(113,992.05)
<i>Payroll Account - CHASE Bank</i>	960.06	35,489.95	36,450.01
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
<i>BRORF Account - CHASE Bank</i>	4,304,135.84	181.46	4,304,317.30
<i>Cash with Fiscal Agent- MECLT Trust</i>	1,572,525.27	(344,264.97)	1,228,260.30
Subtotal	12,724,411.45	(1,738,599.49)	10,985,811.96
<u>Investments</u>			
<i>Local Agency Investment Funds - Regular Account</i>	76,290.26	598.99	76,889.25
<i>Local Agency Investment Funds - Bond Account</i>	122,231.15	959.69	123,190.84
Total	198,521.41	1,558.68	200,080.09
Subtotal JPA Cash & Investments	12,922,932.86	(1,737,040.81)	11,185,892.05

IVDA SUCCESSOR AGENCY CASH

<i>RORF Account -CHASE Bank</i>	8,403,194.32	-	8,403,194.32
<u>Investments Held With Fiscal Agent</u>			
Special Fund - US Bank - 2014 series	9.12	-	9.12
Interest Account - US Bank - 2014 series	2,516.08	0.01	2,516.09
<i>Reserve Account- US Bank - 2014 series</i>	16,648,298.37	68.42	16,648,366.79
<i>Principal Account - US Bank- 2014 series</i>	-	-	-
<i>2011 Project Fund - US Bank - 2014 series</i>	74.68	-	74.68
Subtotal SA Cash & Investments	25,054,092.57	68.43	25,054,161.00
Total Cash and Investments	\$ 37,977,025.43	(1,736,972.38)	\$ 36,240,053.05

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



Mark Cousineau, Director of Finance



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 7

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: RATIFY A PROFESSIONAL SERVICES AGREEMENT WITH TACTICAL DRONE CONCEPTS FOR TRAINING SERVICES AT THE UAS CENTER AT SBD IN AN AMOUNT NOT TO EXCEED \$37,500

SUMMARY

Tactical Drone Concepts, LLC provides specialized drone training and certification services for the UAS Center at SBD. Over the past year, the UAS Center at SBD has completed several training programs for the San Bernardino County Superintendent of Schools. The proposed ratification action is necessary, as the most recent training cohort for County Schools in September attracted 23 students. Under the terms of the agreement with Tactical Drone Concepts, revenues for training services are split 50/50 with the UAS Center at SBD.

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None. Funding for these services was included in the approved Inland Valley Development Agency (IVDA) Fiscal Year 2023-24 budget in the UAS Center Fund, Account 50945 - Professional Services-Training in the amount of \$75,000 of which \$37,500 is allocated to this agreement.

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

BACKGROUND INFORMATION

Tactical Drone Concepts provides specialized drone training and certification services for the UAS Center at SBD. Over the past year, the UAS Center at SBD has completed several training programs for the San Bernardino County Superintendent of Schools. The proposed ratification action is necessary, as the most recent training cohort for County Schools in September attracted 23 students. Under the terms of the agreement with Tactical Drone Concepts, revenues for training services are split 50/50 with the UAS Center at SBD.

As time was of the essence in supporting customer needs, it was necessary for the Chief Executive Officer to execute the contract with Tactical Drone Concepts and commence the training services requested. This current training program is expected to net \$37,500 in revenue to the UAS Center at SBD.

Staff recommends the Board approve the above recommended ratification action.

Attachments:

1. Form of Agreement

INLAND VALLEY DEVELOPMENT AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

Tactical Drone Concepts

(ref: San Bernardino County Superintendent of Schools Fall 2023 ROP Drone Training)

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into as of September 7, 2023 and between the INLAND VALLEY DEVELOPMENT AGENCY, a joint powers authority created pursuant to Government Code Sections 6500, et seq., (the "IVDA"), and Tactical Drone Concepts, organized under the laws of the State of Wyoming (the "Consultant").

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

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

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and shall automatically terminate on October 28, 2023 (the "Term"). The IVDA reserves the right through the actions of the Chief Executive Officer or of the IVDA to terminate this Agreement at any time either with or without cause and at the sole convenience of the IVDA upon delivery of notice of termination to the Consultant; provided, however, that upon the effective date of any such termination, the IVDA shall be responsible to pay and/or reimburse the Consultant for all services, materials and supplies as may have been furnished to the IVDA in accordance with the Scope of Services as referenced in Section 3.

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

4. PAYMENT BY IVDA FOR WORK PERFORMED BY CONSULTANT.

A. The IVDA shall compensate the Consultant in an aggregate amount not to exceed Thirty-seven thousand five hundred dollars (\$37,500) for the Term of this Agreement. Payment shall be made based on the services requested and rendered according to the rates and charges listed in Exhibit A.

B. The compensation designated in subsection 4.A shall be the Total Fee for the performance of the services and the delivery of the final work product materials, if any, as set forth in the Scope of Services. The Total Fee shall include, but not be limited to, the salaries of all Subcontractors retained by the Consultant and all employees of the Consultant to perform services pursuant to this Agreement and shall be inclusive of all costs and expenses incurred for mileage, travel, graphics, telephone, printing, fax transmission, postage, copies and such other expenses related to providing the services set forth in Exhibit A.

C. The Consultant shall submit one invoice under this Agreement to:

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

D. The invoice of the Consultant shall indicate the total number of people trained during this program, and the Consultant will invoice at the rate of \$600.00 per person trained in Module 1 and \$900.00 per person trained in Module 2. The Consultant will include with the invoice a complete list of people trained, including name, email address and telephone number. The IVDA shall pay all amounts set forth on the invoices of the Consultant and approved by the authorized IVDA staff personnel who requested the services, within thirty (30) days of such approval.

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

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

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

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

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

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

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

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

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

8. OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION.

All maps, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, modifications, adoptions, utilizations, correspondence or other documents generated by or on behalf of the Consultant for performance of the work set forth in the Scope of Services shall remain the sole property of Tactical Drone Concepts. Tactical Drone Concepts retains all rights to the training content and the training content cannot be used without the written permission of Tactical Drone Concepts.

Photos and videos taken during the training may be used by the IVDA / UAS Center at SBD for promotional/marketing purposes with the permission of Tactical Drone Concepts.

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

10. CONFIDENTIALITY OF MATERIALS AND INFORMATION. The Consultant shall keep confidential all reports, survey notes and observations, information, and data acquired or generated in performance of the services set forth in the Scope of Services, which the IVDA designates confidential. None of such designated confidential materials or information may be made available to any person or entity, public or private, without the prior written consent of IVDA. Consultant shall safeguard and not disclose confidential information of the IVDA including any of the following: (a) patent, trademark or copyright information; (b) personnel information; (c) matters of a technical nature; (d) matters of a business nature; and, (e) other information of a similar nature which is not generally disclosed by the IVDA, referred to collectively hereafter as "Confidential Information." Consultant further agrees not to use Confidential Information except as may be necessary to perform the services identified in this Agreement for IVDA. Upon termination or expiration of this Agreement, or otherwise as requested by the IVDA, Consultant shall promptly deliver all Confidential Information to the IVDA, if any, in whatever form, that may be in Consultant's possession or control.

11. DEFAULT AND REMEDIES.

A. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure,

correct or remedy the alleged default within seven (7) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

B. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice as specified herein.

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

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

12. TERMINATION.

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

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

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

14. FINGERPRINTS AND TUBERCULOSIS TEST PRIOR TO COMPLETION OF SERVICES.

In accordance with the IVDA's agreement with San Bernardino County Superintendent of Schools for this training program (ref: provisions of Education Code Sections 45125.1 and 45125.2), the Consultant is required to submit fingerprints to the Department of Justice. The Department of Justice will ascertain whether the individual has a pending criminal proceeding for a violent and serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively. Consultant must have clearance from the Department of Justice and Tuberculosis test prior to completion of services.

CONSULTANT: Tactical Drone Concepts
Att: Mr. Anthony Demolina
61 Endless Vista
Aliso Viejo, CA 92656

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

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

15. NONDISCRIMINATION. The Consultant shall not discriminate against any person on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap in the performance of the Scope of Services of this Agreement. Without limitation, the Consultant hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status of national origin. Further, the Consultant shall promote affirmative action in its hiring practices and employee policies for minorities and other designated classes in accordance with federal, state and local laws. Such action shall include, but not be limited to, the following: recruitment and recruitment advertising, employment, upgrading and promotion. In addition, the Consultant shall not exclude from participation under this Agreement any employee or applicant for employment on the basis of age, handicap or religion in compliance with state and federal laws.

16. SUBCONTRACTORS AND/OR SUBCONSULTANTS. The Consultant recognizes and agrees that it has the affirmative duty to disclose the company name, company address, names

and titles of principals, key management and supervisory personnel of all subcontractors and/or subconsultants, and other persons, entities, agents, representatives and intermediaries (collectively, "Subcontractors") who may be participating in any manner in the Scope of Services to be rendered by the Consultant pursuant to the terms of this Agreement. The definition of Subcontractors shall also include any and all others persons who may attempt to influence any decision intended to be made by the governing body of the IVDA with regard to the funding, other discretionary actions or additional approvals associated with this Agreement and the Scope of Services whether or not such other parties are seeking compensation from the Consultant in furtherance of the Scope of Services pursuant to this Agreement. All such Subcontractors shall be disclosed in writing by the Consultant to the Clerk of the IVDA Board, immediately upon Consultant entering into any agreement or contract, either written or oral, with each such Subcontractor. It is the obligation of the Consultant to disclose to the Clerk of the Board any and all Subcontractors, as defined above, throughout the Term of this Agreement. Failure on behalf of the Consultant and/or its agents, representatives and intermediaries to comply with this Section 16 shall result in the inability of IVDA staff to authorize and/or submit to the IVDA governing body any amendments, change orders, extensions of time, etc., relative to this Agreement.

The Consultant acknowledges the obligations as set forth in this Section 16 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

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

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

any gift or sponsorship having more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the IVDA involved in the negotiation of this Agreement; (ii) any member of any department of the IVDA procuring items or services from the Consultant under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the IVDA.

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

(initial here)

19. CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS. The Consultant represents and warrants that it has reviewed and is familiar with the governing provisions of the California Government Code and the regulations promulgated thereunder by the Fair Political Practices Commission ("FPPC") regarding campaign contributions to appointed members of the governing body of the IVDA. The Consultant further represents and warrants that neither the Consultant, nor any number of individuals employed by the Consultant or other contractors and Subcontractors of the Consultant, or any others acting on behalf of or in concert with the Consultant, have contributed to: (i) any member of the governing body of the IVDA, (ii) any election committee of any member of the governing body of the IVDA, (iii) any "friends of" election committee of any member of the governing body of the IVDA, or (iv) any political action committee ("PAC") representing, acting with or on behalf of any member of the governing body of the IVDA, an amount in the aggregate of more than Two Hundred Fifty and 00/100 Dollars (\$250.00) within the period commencing twelve (12) months prior to the date of the official action by the governing body of the IVDA to approve this Agreement. The Consultant covenants and warrants that for the period of time commencing as of the date of the approval of this Agreement by the governing body of the IVDA and for ninety (90) calendar days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the Consultant and other contractors and Subcontractors of the Consultant, or others action on behalf of or in concert with the Consultant, when aggregated with campaign contributions paid pursuant to the preceding sentence for the prior twelve (12) month period, shall be made to any member of the governing body who participated in the official action to approve this Agreement. Such \$250.00 limitation shall apply for the period of time commencing twelve (12) months prior to the date of the official action of the governing body of the IVDA to approve this Agreement and for ninety (90) calendar days thereafter and all such campaign contributions within said fifteen (15) month period of time shall be aggregated for purposes of the FPPC rules and regulations. Any breach of this Section 19, whether intentional or unintentional, shall be deemed to be a material breach of this Agreement.

The Consultant acknowledges the obligations as set forth in this Section 19 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

20. FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS. The provisions of this Section 20 shall apply to the Consultant, its employees and/or agents providing or supervising the services to the IVDA as set forth in this Agreement. The Consultant acknowledges and represents and warrants that the Consultant is aware of the requirements of the Fair Political Practices Commission ("FPPC") of the State of California, including the statutory requirements and the rules and regulations promulgated pursuant thereto, and the obligations and duties of third party contractors such as the Consultant to complete and timely submit the required FPPC reporting forms.

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

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

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

representatives, and agents due to any alleged violations of the FPPC reporting requirements by the Consultant.

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

(initial here)

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

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

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

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

form and executed by each of the parties hereto, following all necessary approvals and authorizations for such execution.

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

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

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

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

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

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

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

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

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[SIGNATURES ON FOLLOWING PAGE]

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

IVDA

Dated: _____

Inland Valley Development Agency,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Officer

ATTEST:

Jennifer Farris, Clerk of the Board

Approved as to form and legal content:

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

Michael Lewin

Consultant

Dated: _____

Tactical Drone Concepts

By: _____
Name: Anthony Demolina
Title: CEO & Founder

EXHIBIT A

SCOPE OF SERVICES

The Consultant will provide drone training as a contractor to the UAS Center at SBD, which is an enterprise fund established under the IVDA. Services will be provided to the San Bernardino County Superintendent of Schools (ROP Program) as follows:

Module One includes FAA Part 107 exam preparation and taking of the exam.

September 7 & 14, 2023: virtual session, 6:00 pm – 9:00 pm

September 9 & 16, 2023: in person, 8:00 am – 3:30 pm

Location: Dorothy Inghraam Learning Center, 760 East Carnegie Drive, San Bernardino, CA 92407.

Exam will be held at various testing locations.

Module Two includes hands-on flight instruction for students who successfully pass the FAA Part 107 exam (70% or higher) or who already possess a valid Part 107 certification.

September 23 – October 28: Saturdays, 8:00 am – 3:30 pm

Location: flight instruction will take place at various locations

The training will include access to remote learning exam preparation materials as well as registration for the FAA Part 107 exam. Employer engagement will also take place during classroom training.

EXHIBIT B

SUPERVISORY STAFF PERSONNEL

IVDA Staff:

Chief Executive Officer

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



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 8

PRESENTER: Jennifer Farris, Clerk of the Board

SUBJECT: APPROVE MEETING MINUTES: JULY 12, 2023

SUMMARY

Submitted for consideration and approval by the IVDA Board: Meeting minutes of the regular meeting held Wednesday, July 12, 2023.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held July 12, 2023.

FISCAL IMPACT

None.

PREPARED BY:	Jennifer Farris
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 12, 2023 meeting minutes.

INLAND VALLEY DEVELOPMENT AGENCY

REGULAR MEETING BOARD ACTIONS

WEDNESDAY, JULY 12, 2023

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

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



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

Board Members

City of Colton

Mayor Frank Navarro	Present
Councilmember John Echevarria	Absent
VACANT	

City of Loma Linda

Mayor Phillip Dupper, Chairperson	Present
Councilmember Rhodes Rigsby	Absent
Councilmember John Lenart (alt)	Present (arrived at 3:10 p.m.)

County of San Bernardino

Supervisor Joe Baca, Jr.	Present
Supervisor Jesse Armendarez	Present (arrived at 3:06 p.m.)
Supervisor Dawn Rowe (alt)	Absent

City of San Bernardino

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

Staff Members and Others Present

Michael Burrows, Chief Executive Officer	Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin, & Tooke, LLP
Mark Cousineau, Director of Finance	Catherine Pritchett, Director of Administration
Jeff Barrow, Director of Development	Melissa Sutton, Records Specialist
Mark Gibbs, Director of Aviation	

The Regular Meeting of the Inland Valley Development Agency Board was called to order by Chairperson Phillip Dupper at approximately 3:03 p.m. on Wednesday, July 12, 2023, in the Main Auditorium of the Norton Regional Event Center, 1601 East Third Street, San Bernardino, California.

A. CALL TO ORDER / ROLL CALL

Roll call was duly noted and recorded.

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

B. CLOSED SESSION PUBLIC COMMENT

There was no closed session public comment.

C. CLOSED SESSION

Chairperson Phillip Dupper recessed to closed session at 3:04 p.m. Mr. Michael Lewin, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, read the closed session items as posted on the Agenda.

- a. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d) – significant exposure to litigation: one case
- b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: 105 North Leland Norton Way, San Bernardino CA 92408
Negotiating Parties: Michael Burrows, IVDA Chief Executive Officer and Eric Fletcher, Director, legal and Corporate Affairs, Breeze Airways
Under negotiations: Instructions will be given to the IVDA negotiator concerning availability of property, terms and price.

D. REPORT ON CLOSED SESSION

Chairperson Phillip Dupper reconvened the meeting at 4:13 p.m. Chairperson Phillip Dupper asked Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP if there were any reportable items. Mr. Lewin reported that there were none.

E. ITEMS TO BE ADDED OR DELETED

There were no items to be added or deleted.

F. CONFLICT OF INTEREST DISCLOSURE

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

There were no conflicts noted.

G. INFORMATIONAL ITEMS

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

2. Informational Items
 - a. Chief Executive Officer Report
 - b. Report on translation services
- 2a. Ms. Catherine Pritchett, Director of Administration, gave a brief report on Staff updates.
- 2b. Mr. Michael Lewin, Legal Counsel, provided a brief report on Staff's research regarding translation services.

Councilmember Sandra Ibarra provided ideas on how to incorporate translation services into the meetings.

A discussion ensued regarding different methods of potentially providing in person translation services to the public.

Board Members requested that staff further research in-person Spanish translation services used by the City of San Bernardino as well as other service providers and asked that Staff report back with findings regarding cost, and requirements for advanced noticing. Additionally, members requested that Staff look into translation devices.

H. BOARD CONSENT ITEMS

3. Receive Register of Demands – July 12, 2023
4. Receive and file Cash Report for May 31, 2023, for the Inland Valley Development Agency (IVDA)
5. Approve Meeting Minutes: June 14, 2023

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

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

I. **BOARD ACTION ITEMS**

6. Consider and adopt Resolution No. 2023-03 of the Inland Valley Development Agency (IVDA) changing the time of the regular meetings of the IVDA Board and amending Resolution No. 2012-22.

ACTION: Consider and adopt Resolution No. 2023-03 of the Inland Valley Development Agency (IVDA) changing the time of the regular meetings of the IVDA Board and Amending Resolution No. 2012-22.

RESULT: **ADOPTED [UNANIMOUSLY]**

MOTION/SECOND: Tran / Navarro

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

NAYS: None.

ABSTENTIONS: None.

ABSENT: None.

7. Review status of the action Plan for the Inland Valley Development Agency (IVDA) through December 31, 2023.

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "December 31, 2023-IVDA Focal Areas" (as contained on pages 041-042 in the Agenda Packet) and provided a brief report.

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

ACTION: Review the Action Plan for the Inland Valley Development Agency through December 31 30, 2023.

J. **ADDED AND DEFERRED ITEMS**

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

Community speakers expressed their concerns to the Board regarding the Airport Gateway Specific Plan (AGSP). Public speakers recommended that zoning and scaling of the airport be completed, a relocation plan be put into place for those being displaced, and expressed the need for Spanish translation services at the IVDA Board meetings.

L. **BOARD MEMBER COMMENT**

There were no Board Member comments.

M. <u>ADJOURNMENT</u>

There being no further business before the Board at this session, Chairperson Phillip Dupper declared the meeting adjourned at 4:54 p.m.

Approved at a Regular Meeting of the Inland Valley Development Agency Board on September 13, 2023.

Jennifer Farris
Clerk of the Board



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 9

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: CONSIDER AND ADOPT RESOLUTION NO. 2023-04 OF THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) CHANGING THE TIME OF THE REGULAR MEETINGS OF THE IVDA FINANCE AND BUDGET COMMITTEE AND AMENDING RESOLUTION NO. 2020-02

SUMMARY

On July 12, 2023, the IVDA Board adopted Resolution No. 2023-03 changing the time of the regular IVDA Board meetings to 5:00 P.M. In order to more efficiently fulfill the responsibilities of the IVDA Board it is appropriate to adopt IVDA Resolution No. 2023-04, changing the time of the regular meetings of the IVDA Finance and Budget Committee to 4:00 P.M. and amending Resolution No. 2020-02.

RECOMMENDED ACTION(S)

Consider and adopt Resolution No. 2023-04 of the Inland Valley Development Agency (IVDA) changing the time of the regular meetings of the IVDA Finance and Budget Committee and amending Resolution No. 2020-02.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

On April 26, 2006, the Inland Valley Development Agency (IVDA) Board approved Resolution No. 2006- 01 formally establishing the IVDA Finance and Budget Committee.

On August 9, 2006, the Inland Valley Development Agency (IVDA) Board approved Resolution No. 2006- 03 which modified Resolution No. 2006- 01 to allow for the appointment of either a primary or an alternate member to the IVDA Finance and Budget Committee.

On December 12, 2012, the Inland Valley Development Agency (IVDA) Board approved Resolution 2012-23 changing the date, time and location of the regular meetings of the IVDA Finance and Budget Committee.

On August 12, 2020, the IVDA Board adopted Resolution No. 2020-02, changing one date of the regular meetings of the IVDA Finance and Budget Committee.

Provided herewith for consideration is Resolution No. 2023-04, the adoption of which would change the time of the regular meetings of the IVDA Finance and Budget Committee as follows:

DATE: Second (2nd) Wednesday of each of the months of January, April, August, and October

TIME: 4:00 p.m.

LOCATION: Norton Regional Event Center
1601 E. Third Street
San Bernardino, CA 92408

Attachments:

1. Draft Resolution No. 2023-04.

RESOLUTION NO. 2023-04

RESOLUTION OF INLAND VALLEY DEVELOPMENT AGENCY (IVDA) CHANGING THE TIME OF THE REGULAR IVDA FINANCE AND BUDGET COMMITTEE MEETINGS AND AMENDING RESOLUTION NO. 2020-02

WHEREAS, the Inland Valley Development Agency (the "IVDA") is a joint powers authority created pursuant to Government Code Sections 6500, et seq., established in January 1990 pursuant to that certain Amended Joint Exercise of Powers Agreement (Inland Valley Development Agency), dated as of February 12, 1990, by and among the City of San Bernardino, the City of Colton, the City of Loma Linda and the County of San Bernardino, as amended (the "Agreement"); and

WHEREAS, on April 26, 2006, the Inland Valley Development Agency ("IVDA") Board approved Resolution No. 2006-01 formally establishing the Finance and Budget Committee; and

WHEREAS, on August 9, 2006, the Inland Valley Development Agency ("IVDA") Board approved Resolution No. 2006-03 which modified Resolution No. 2006-01 regarding Finance and Budget Committee membership; and

WHEREAS, on December 12, 2012, the IVDA Board adopted Resolution No. 2012-23, changing the date, time and location of the regular meetings of the IVDA Finance and Budget Committee; and

WHEREAS, on August 12, 2020, the IVDA Board adopted Resolution No. 2020-02, changing one date of the regular meetings of the IVDA Finance and Budget Committee; and

WHEREAS, the IVDA Board deems it reasonable and appropriate to amend Resolution No. 2020-02, changing the time of the regular meetings of the IVDA Finance and Budget Committee.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THIS BOARD AS THE GOVERNING BODY OF THE INLAND VALLEY DEVELOPMENT AGENCY, AS FOLLOWS:

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

SECTION 2. The governing Board of the IVDA hereby fixes and designates the date, time, and location of the regular meetings of the IVDA Finance and Budget Committee as follows:

DATE: Second (2nd) Wednesday of each of the months of January, April, August, and October

TIME: 4:00 p.m.

LOCATION: Norton Regional Event Center
1601 E. Third Street
San Bernardino, CA 92408

SECTION 3. Resolution Nos. 2006-03, 2006-01, 2012-23, and 2020-02 are hereby amended as set forth above.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this 13th day of August 2023.

MOTION:

SECOND:

AYES:

NOES:

ABSENT:

ABSTAIN:

Phillip Dupper, Chairperson
Inland Valley Development Agency

(SEAL)

Attest:

Jennifer Farris, Clerk of the Board
Inland Valley Development Agency

I, Jennifer Farris, Clerk of the Board of the Inland Valley Development Agency (IVDA) do hereby certify that the foregoing Resolution No. 2023-04 was duly and regularly passed and adopted by the IVDA governing Board at a Regular meeting thereof, held on the 13th day of August, 2023, that the foregoing is a full, true and correct copy of said Resolution and has not been amended or repealed.

(SEAL)

Attest:

Jennifer Farris, Clerk of the Board
Inland Valley Development Agency



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 10

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: APPROVE A FIVE-YEAR RECURRING ANNUAL SOFTWARE SUBSCRIPTION TO THE SAGE INTACCT ACCOUNTING INFORMATION SYSTEM (AIS) FOR NOT-TO-EXCEED AMOUNTS OF \$58,000 PER YEAR FOR SUBSCRIPTION YEARS 1 THROUGH 3, AND \$66,000 PER YEAR FOR SUBSCRIPTION YEARS 4 AND 5

SUMMARY

Approval of this item would provide for the subscription to the SAGE Intacct cloud AIS for the Inland Valley Development Agency (IVDA) to support the operating, reporting, and compliance objectives and activities of IVDA and other entities for which the IVDA provides accounting and reporting services. New functionality will provide budgetary control, internal workflows, and the system sophistication and flexibility to provide managerial accounting at the department, cost center, grant/contract, and project dimensions. Staff conducted surveys to identify AIS capabilities of encumbrance accounting and financial reporting with workflows for mid-size governments. Software demonstrations, discussions, and inquiries were evaluated for the presence and operation of the above key functionality.

RECOMMENDED ACTION(S)

Approve a subscription to Sage Intacct Cloud Accounting Information System and authorize the Chief Executive Officer (CEO) to execute all related documents.

FISCAL IMPACT

None. Funding for this software subscription is included in the adjusted IVDA Fiscal Year 2023-2024 Budget in the General Fund, Account 50770 – Software and Licenses in the amount of \$142,000 of which \$39,000 is allocated to this software subscription.

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

BACKGROUND INFORMATION

IVDA provides the accounting and financial reporting for IVDA, the Successor Agency to the IVDA's redevelopment power, San Bernardino International Airport Authority ("SBIAA" or "SBD Airport"), and San Bernardino International Inc. (SBD Cares) through QuickBooks Desktop Enterprise – Nonprofits edition (QuickBooks). QuickBooks lacks the ability to implement the accounting structure dimensions that enables the recording of sources and uses of resources (Funds), department accountability (Departments), cost centers (Locations), and multi-year construction contracts (Projects).

QuickBooks is quickly becoming technologically obsolete for IVDA due to the rapid growth in SBD Airport's operations and people since 2018. In addition, the advent of regularly scheduled commercial passenger service triggered new FAA reporting requirements once enplanements reached 2,500 in calendar year 2022.

A third, less defined, FAA requirement is cost accounting (cost centers) that accompanies commercial passenger air carriers use of the terminal ramp, passenger boarding bridges, escalators/elevators, baggage handling systems, terminal and airfield security and information systems, and terminal facilities upkeep that are used by the airlines on a shared basis. The cost information is needed so SBIAA can justify user fees it will charge to recover terminal and other airport operating costs.

A new AIS with increased functionality will help control future personnel growth in the back-office operations of purchasing and accounting because of automation and the availability of accounting and other data with more dimensions. Staff anticipates budgetary or spend control will move from its current manual process that is subject to error and omission to one that is automated. Workflows for purchase and invoice approval will be automated within SAGE Intacct AIS. SAGE Intacct has functionality that QuickBooks does not, such as the provision of managerial and cost accounting information that will enhance control, information, and access to information to support better Department, Project, and Cost Center decisions.

Staff has been engaged in the software selection process for two-years. Beginning with Internet surveys and reviews of professional and trade literature of mid-tier government accounting information systems, as well as staff's professional experience, staff identified government accounting software systems listed below and requested demonstrations.

- **SAGE Intacct** (Cloud) (Highest overall rated by staff) Most robust, longest in cloud, excellent support; AICPA recommended; extensive and comprehensive online training library
- **Community Brands (MIP)** (Cloud) Sold multiple times since 1980s
- **AccuFund** (self-hosted, Hosted, Cloud) Cloud is new product; national and local support (very limited; self-hosted offered, Cloud not as feature based)

- **Cougar Mountain Denali** (Lowest rated) User interface unanimously disliked

Improvements anticipated after procurement of SAGE Intacct include:

- Automated budget checks possible at fund, account, department, responsibility center
- Automated purchase request and approval workflows
- Automated invoice approval workflows if process redesigned
- Personnel costs reporting at the Department level.
- Available Budget (Adjusted Budget – (Expense + Encumbrance)) reporting and inquiry.
- Clarified and accessible accountability reporting at organizational, cost center, and project level using a single set of object of expenditure accounts
 - Organizational: department, division, section , unit with roll-ups
 - Properties: tenant occupied – revenues, direct expenses, allocated expenses (MX)
 - Airline cost centers: necessary for multiple carriers – fair share billing on actual costs
 - Project: construction or other projects that occur across two or more fiscal years can be tracked with one set of descriptive accounts
- Payroll interface – currently manual and summary; can be automated summary – no drill down, but provides department and unit managers ability to see performance against budget
- Budget development model that allows multiple simultaneous users with version control
- Form 5100-126 Financial Government Payment Report
 - Payments made to other governments
 - Services provided to other governments
 - In-kind provided to other governments (land, facilities, etc.)
- Form 5100-127 Operating and Financial Summary

Staff recommends the SAGE Intacct AIS for the IVDA and its accounting and financial reporting stakeholders for a five-year recurring annual software subscription for not-to-exceed amounts of \$58,000 per year for subscription years 1 through 3, and \$66,000 for subscription years 4 and 5. The annual subscription costs will be allocated between IVDA and SBIAA based on a cost allocation base that includes the total number of invoices processed for payment and purchase orders created. The current prorated share for FY 2023-24 is \$11,600 for IVDA and \$46,400 for SBIAA are included in the respective approved budgets.

The IVDA and SBIAA shares of subscription costs will be updated each Fiscal Year to reflect the most recent transaction volumes. An additional \$15,000 in annual software costs will be eliminated once SAGE Intacct AIS is implemented by eliminating the need for QuickBooks support and ancillary purchase order workflow software subscriptions.

Staff recommends approval of the above recommended action.

Attachments:

1. Sage Intacct IVDA Quote.
2. Sage Intacct Terms of Service.



Murphy Quinn
Sage Intacct, Inc.
300 Park Ave, Floor Suite 1400
San Jose, CA 95110
(408) 878-0900

Date: 06-Sep-2023
Offer Expires: 31-Oct-2023
Quote #: Q-402150

Order Schedule

Prepared For:
Name: Michael Burrows
Company: Inland Valley Development Agency
Address: 1601 E. 3rd St.
San Bernadino, CA 92408
Phone:
Email: mburrows@sbdairport.com

Bill To:
Name: San Bernardino International Airport
Company: Inland Valley Development Agency
Address: 1601 E. 3rd St.
San Bernadino, CA 92408
Phone: (909) 382-4100 ext. 141
Email: sbd-ap@sbdairport.com

Subscription Term Length: 12 (months)

Subscription Period: 16-Oct-2023 through 15-Oct-2024

Subscription Invoicing: Annual subscription fees begin on the start date of your paid subscription period, with such fees invoiced annually at the beginning of each paid subscription period.

Subscription Payment Terms: Net 30 from date of invoice.

Products

Sage Intacct Services

Product Name	Description	Quantity	Net Price Each	Total Price
User License - Business User	Users with unlimited access rights to all applications. Can be restricted based on permissions assigned by an Administrator.	7.00	3,180.00	22,260.00
Intacct Employee User 10 Pack	Ten (10) additional employee user pack with limited access rights which include: Read only access to the Dashboard; Ability to enter/approve expense reports, staff expenses, timesheets and/or purchase requisitions and to approve for payments. Also includes read only access to any additional applications built on the Intacct Platform.	2.00	1,680.00	3,360.00
User License - Business User	Users with unlimited access rights to all applications. Can be restricted based on permissions assigned by an Administrator.	8.00	209.88	1,679.04
Each Additional Business Entity	A business entity is an independent balancing set of accounting books with tax reporting capabilities.	2.00	780.00	1,560.00

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct Financial Management for Nonprofits	Sage Intacct Financial Management for Nonprofits includes the following - General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Basic Project Tracking, Core Reporting and Dashboards, Multi-Entity Insight, Budget Reporting, Customization Services and the User Defined Dimensions pack.	1.00	9,780.00	9,780.00
Sage Intacct Learning Membership	Allows employees access to a library of on-demand courses through the Sage Intacct Learning Center	1.00	1,320.00	1,320.00
Sage Intacct Grants Tracking and Billing Upgrade	Extend Project Tracking to fuller Grants Tracking and Billing. Allows you to create records with descriptive elements and tag select financial transactions with specific grant information for reimbursement request generation, invoicing if needed, analysis, and reporting. Allows for resource skill and certification tracking, resource analysis and assignment, utilization and forecasting. Includes Basic Project tracking, Sage Intelligent Time for AI-powered web and mobile timekeeping with suggested time entries and Time & Expense	1.00	4,200.00	4,200.00
Sandbox Development Environment	Annual fee to establish access to a "Sandbox" or "Copy Company" environment which will enable the Client to perform testing, training, integration modeling, etc. in a non-production copy company environment. The fee is 10% of the current list price of the company's production account and includes 1 Sandbox or Copy Company and up to 4 refreshes a year to that Sandbox. Additional refreshes are charged at the standard hourly Professional Services rate. Each additional Sandbox or Copy Company requires an additional purchase at 10% of the current list price.	1.00	690.60	690.60
Intacct Nonprofit Spend Management	Intacct Nonprofit Spend Management enables organizations to prevent expenditures beyond committed resources. Configure warning or prevention of spending. Provide insight and controls to deliver on their mission and commitment.	1.00	2,460.00	2,460.00
Intacct Platform Services - Standard	Intacct Platform - Standard includes the ability to deploy up to 2 applications on the Intacct Platform with up to 10 custom objects and 10,000 custom records. A minimum of Standard is required for the deployment of any Platform application, including Intacct Ready Partner or other 3rd party applications.	1.00	0.00	0.00
Intacct Web Services - Standard	Required for the deployment of any application using Intacct Web Services, including Intacct Marketplace Partners.	1.00	0.00	0.00
Sage Intacct Services Total:				USD 47,309.64

Sage Intacct Budgeting and Planning Services

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct Planning - License	Includes the ability to create and manage budgets, manage what-if scenarios, create versions, and collaborate across user types.	1.00	3,900.00	3,900.00
Sage Intacct Planning - Creator	Includes the ability to create, edit, and delete budgets, including versions and what-if scenarios. Creator user can manage permissions and security for all other user types and has full rights to create and manage centralized calculations.	2.00	600.00	1,200.00

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct Planning - Contributor	Includes the ability to enter and view budgets with security based on permissions set by the creator user.	15.00	330.00	4,950.00
Sage Intacct Planning Integration	Includes the ability to integrate Budgeting and Planning data with Sage Intacct.	1.00	0.00	0.00
Sage Intacct Budgeting and Planning Services Total:				USD 10,050.00

Grand Total: USD 57,359.64



TERMS:

This Order Schedule is subject to the Terms of Service located at <https://www.sageintacct.com/customer-terms-us/tos>, as amended from time to time ("Terms"), which are incorporated herein by this reference with the same force and effect as if they were given in full text. Company represents that it has reviewed the Terms and expressly agrees to them as of the Effective Date and in their then-current form on the date of any renewal of the Agreement. Prices shown above do not include any taxes that may apply.



Exhibit A

Additional Terms and Conditions

The following terms are added to, and in the event of a conflict prevail over, the Terms:

- Any price increase will be limited to zero percent (0%) per annum for the first two annual renewal terms (year 2 and year 3 of the subscription) and seven percent (7%) per annum for the third and fourth annual renewal terms (year 4 and year 5 of the subscription) for those subscription items on the original Order Schedule, provided the subscription amount for each renewal remains substantially the same as the original Order Schedule.

Limited Use Business User

1. User restricted to Payment approval only
 2. User restricted to Invoice creation only
 3. User restricted to Project creation only
 4. User restricted to Dashboard creation only
 5. User is seasonal for less than 3 months
 6. User is part time collections staff
 7. User restricted to AP (non-posting user) for Vendor Management and AP Coding
- Intacct Financial management includes up to two hundred (200) bank account connections through bank feeds. Bank feeds provide electronic access to thousands of financial institutions for bank reconciliations and matching payments to invoices.
 - *The Buy With Confidence Program and any agreement between the parties concerning the EU General Data Protection Regulation (GDPR) or the Health Insurance Portability and Accountability Act (HIPAA), if any, shall not apply to the Sage Intacct Budgeting and Planning Services.*

DRAFT

Terms of Service

These terms govern the use of the Services and are an agreement between you and the Sage company identified below.

1. Definitions

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with, the subject entity, where **“control”** is the direct or indirect ownership or control of at least a majority of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues.

“Agreement” means these terms, your Order(s), any Statement(s) of Work between you and us, and any attachments, exhibits and annexes hereto or to an Order or a Statement of Work.

“Customer Data” means the data submitted by Users, or otherwise on your behalf, into the Services.

“Documentation” means the online or written user guides, specifications, and manuals regarding the Services made available by Sage, and any updates thereto.

“Effective Date” (i) of the Agreement means the date when the first Order is signed by both you and us, and (ii) of an Order means when the Order is signed by both you and us.

“Force Majeure” means an act of God (e.g., a natural disaster, accident or epidemic) or another event outside of reasonable control of the party seeking excuse of performance (e.g., acts of war, terrorism, government authority or by another third party outside the party's control).

“Intellectual Property Rights” means rights recognised by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), mask work rights, trade secret rights, trademarks, service marks, know-how and domain name rights.

“Order” means an ordering document (such as an Order Schedule) executed by you and us for subscription to Services and/or, if applicable, for the provision of professional services by us.

“Sage” means The Sage Group plc or an Affiliate thereof.

“Sage Data” means the information on the Order, data about the configuration and use of the Services, Usage Data, the Documentation, and other information provided to you via login in the Services or otherwise by Sage in the course of performance under this Agreement, other than Customer Data.

“Services” means the products and services ordered by you under an Order and made available online by Sage, including any associated offline or mobile components, but excluding Third-Party Services. The Services include any modifications, enhancements, updates, revisions and derivative works thereof.

“Statement of Work” means a statement of work between you and Sage for the provision of consulting or other professional services by Sage related to the Services.

“Third-Party Service” means any product (e.g. software, cloud services, or forms), tool (e.g. integration or development tools) or service (e.g. implementation, configuration, development or accounting) provided by a party other than Sage (a **“Third-Party Provider”**).

“User” means a named individual authorized by you to use the Services, for whom you have purchased a subscription, and who has been supplied with user credentials for the Services by you or by us at your request.

“we”, “us” or “our” means Sage Intacct, Inc.

“you” or “your” means the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then: (i) the signatory represents that he/she has the authority to bind such entity to the terms of this Agreement; (ii) **“you”** and **“your”** refers to such entity; and (iii) you may be referred to as **“Company”** in Orders.

Other capitalized terms have the respective meanings given to them elsewhere in this Agreement.

2. Usage Rights.

2.1. Access to the Services. Subject to the terms and conditions of this Agreement and your payment of all applicable fees, we grant you a limited-term, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) right to access and use the Services specified in your Order(s) solely for your internal business purposes.

2.2. User Subscriptions. Unless otherwise noted on an Order, Services are purchased as time-based subscriptions. Each User must have a valid subscription for the Services. User subscriptions are for named Users and cannot be shared with other person(s) but may be reassigned to new named Users from Users who cease using the Services. We reserve the right to monitor your use of the Services to effect this Agreement and/or verify compliance with any subscription limits and this Agreement.

2.3. Your Responsibilities. You are responsible for: (i) the confidentiality of User access credentials that are in your possession or control; (ii) setting up appropriate internal roles, permissions, policies and procedures for the safe and secure use of the Services; (iii) the activity of your Users in the Services; and (iv) your Users' compliance with this Agreement and the Documentation. You must notify us promptly if you become aware, or reasonably suspect, that your account's security has been compromised.

2.4. Restrictions. Except as expressly authorized by us prior to each instance, you shall not: (i) provide the Services to any third party other than your Users, use the Services as a service bureau, or otherwise violate or circumvent any use limitations or restrictions set forth in an Order, the Service or the Documentation; (ii) derive the source code or use tools to observe the internal operation of, or scan, probe or penetrate, the Services; (iii) copy, modify or make derivative works of the Services; (iv) remove any proprietary markings or notices from any materials provided to you by us; (v) frame or mirror the Services or any part thereof; or (vi) use the Services: (a) to send spam, duplicative, or unsolicited messages in violation of applicable laws or regulations; (b) to store sensitive data such as bank account data, social security (or equivalent) numbers and credit card data outside of the designated fields therefor; (c) to send or store material that violates the rights of a third party; (d) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (e) for any other illegal or unlawful purpose. You

may not knowingly facilitate or aid a third party in any of the foregoing activities.

3. Availability and Support

3.1. Availability. We will use commercially reasonable efforts to maintain availability of the Services 24 hours a day, 7 days per week, subject to planned maintenance, Force Majeure events, and the terms of this Agreement. We will endeavour to schedule planned maintenance affecting the availability of the Services at non-peak times, and you will receive reasonable advance notice (which may be posted within the Services or otherwise) of such planned maintenance. We will use commercially reasonable efforts to notify you as soon as reasonably practical of any unplanned downtime of the Services and resolve the issue as soon as practical.

3.2. Changes. In the event that your use of the Services interferes with or disrupts the integrity, security, availability or performance of the Services, we may modify or temporarily restrict or suspend your use of the Services. The parties will cooperate in good faith to resolve the issue as soon as reasonably possible.

3.3. Technical Support. Your Users who have undergone training for users of the Services will receive technical support for the Services and/or upgraded support in accordance with the terms of the Order. Technical support may, at our discretion, include on-line help, FAQs, training guides and templates and the use of email, chat or live help. We are not obligated to maintain or support any customization to the Services or any Third-Party Service, even if sold by us, except under a separate agreement signed by the parties.

3.4. Professional Services. We may also provide professional services, such as implementation, training or consulting. Any such services are outside the scope of the Services and require a Statement of Work or a separate written agreement between the parties.

4. Fees and Payment

4.1. Fees. Fees are in the currency specified on the Order. From time to time, we may change our fees. You will be notified at least 30 days in advance before we apply any fee changes to your Services subscriptions. Unless otherwise set forth in an Order, such changes will not affect the prices for Services during the then-current subscription term and will become effective upon your next renewal term that commences at least 30 days after our notification of the fee change.

4.2. Add-Ons. If, during a then-current subscription term, (i) you add additional volume or licenses to items that you are already subscribed to, such increased subscriptions will be billed at a prorated amount at the price of the underlying preexisting subscription, and (ii) you add new subscriptions to items that you are not already subscribed to, such items will be billed at a prorated amount at the then-current list price.

4.3. Billing and Contact Information. You agree to provide us with complete and accurate billing and contact information, including a specific technical contact if applicable, for your account with us and shall promptly notify us of any change thereto.

4.4. Taxes. All fees are exclusive of all applicable taxes, levies, and duties, and you shall be responsible for their payment, excluding taxes on our net income. If we are obligated to collect applicable taxes, we will include them on our invoice to you, and you will pay all such amounts to us unless you timely provide us with a valid tax exemption certificate. Each party will timely provide the other with any documents and information as may

be required under, or to comply with, applicable tax laws and regulations.

4.5. Late Payment; Non-Payment. If we do not receive any fees you owe us by the due date specified on your Order, those fees shall accrue interest at the lower of 1.5% per month or the maximum rate permitted by law. Non-payment of any fees for the Services (whether owed to Sage or to a VAR) or of any other amounts due by you to us is a material breach of this Agreement.

5. Proprietary Rights

5.1. Services. Subject to the limited rights expressly granted hereunder, as between the parties Sage shall own all rights, title and interest, including all Intellectual Property Rights, in and to the Services (including any configurations and customizations thereof), Sage Data and the results of consulting and other professional services performed by Sage or on its behalf. All rights not expressly granted in this Agreement are reserved by Sage.

5.2. Customer Data. Subject to the limited rights expressly granted hereunder, as between the parties you own all rights, title and interest, including all Intellectual Property Rights, in and to Customer Data. You grant Sage and its subcontractors a worldwide, royalty-free, non-exclusive license to host, copy, transmit, display and use the Customer Data to provide, administer and ensure the proper operation of the Services and related systems and to perform our rights and obligations under this Agreement.

5.3. Feedback. You may, but are not required to, provide Sage or its VARs or subcontractors with ideas, suggestions, requests, recommendations or feedback about the Services ("**Feedback**"). If you do so, you grant Sage a non-exclusive, worldwide, perpetual, irrevocable license to use, reproduce, incorporate, disclose, and sublicense the Feedback for any purpose.

5.4. Data Analytics; Product Development. Sage may collect data resulting from Users' use of the Services, such as metadata, performance metrics, and usage trends or volume ("**Usage Data**"). Sage may use Usage Data for its legitimate business purposes, provided that, except to provide the Services, to assist with the administration of Third-Party Services subscribed by you, or as required by law, any external disclosure or use of Usage Data by Sage will be in an aggregated form that does not identify or otherwise permit the identification of you, any Users or other persons, unless you consent otherwise or initiate the sharing of Usage Data yourself. In addition, and subject to our obligations under section 6, Sage may use Customer Data for product research, development and innovation.

6. Confidentiality and Data Security

6.1. Confidential Information. "**Confidential Information**" means all information of a party or its Affiliates ("**Discloser**") disclosed to the other party or its Affiliates ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Services and Sage Data are our Confidential Information. Customer Data is your Confidential Information.

6.2. Exceptions. Confidential Information excludes: (i) information that was known to the Recipient without a confidentiality restriction prior to its disclosure by the Discloser; (ii) information that was or becomes publicly known through no wrongful act of the Recipient; (iii) information that the Recipient rightfully received from a third party authorized to make such disclosure without restriction; (iv) information that has been independently developed by the Recipient without use of the

Discloser's Confidential Information; and (v) information that was authorised for release in writing by the Discloser.

6.3. Confidentiality Obligations. The Recipient will use the same degree of care and resources as it uses for its own confidential information of like nature (but no less than reasonable care) to protect the Discloser's Confidential Information from any use or disclosure not permitted by this Agreement or authorized by the Discloser. The Recipient may disclose the Discloser's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information to effect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those herein. Recipient shall be responsible for any breach of this section by its employees, Affiliates and service providers.

6.4. Disclosure Required by Law. The Recipient may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Recipient provides advance notice thereof (unless requested or ordered not to do so by law enforcement or a court) and reasonable assistance, at the Discloser's cost, to enable the Discloser to seek a protective order or otherwise prevent or limit such disclosure.

6.5. Injunctive Relief. A breach of the Recipient's confidentiality obligations may cause irreparable damage, which money cannot satisfactorily remedy, and therefore the Discloser may seek injunctive relief for any threatened or actual breach of section 6.3 without the need to prove damages or post a bond or other surety.

6.6. Data Security. We will maintain and enforce an information security program for the protection of Customer Data, including commercially reasonable administrative, physical, and technical measures designed to (i) protect the confidentiality, availability and integrity of Customer Data, (ii) restore the availability of Customer Data in a timely manner in the event of a physical or technical incident, and (iii) ensure the proper disposal and destruction of Customer Data. We will notify you, as required by applicable law, of any actual or reasonably suspected breach of security known to us that has resulted in, or creates a reasonable risk of, unauthorized access to Customer Data without undue delay, consistent with the legitimate needs of law enforcement and with any measures necessary to determine the scope of the breach and to restore the integrity of the Services.

6.7. Non-Sage Equipment. The Services are provided over the internet via networks only part of which are within our control. Our obligations in section 6.6 apply only to networks and equipment within our control, and we are not responsible for any delay, loss, interception, or alteration of Customer Data on a network or infrastructure outside of our control.

7. Third-Party Services

7.1. No Endorsement or Warranty. We may present to you, including on our websites, Third-Party Services. We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any such Third-Party Service or a Third-Party Provider, regardless of whether it is described as "authorized," "certified," "recommended" or the like and regardless of whether the Third-Party Service is included in your Order. You should review applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with a Third-Party Provider or obtaining any Third-Party Service. We have no obligation to provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Services with any Third-Party Services. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with any feature of the

Services on reasonable terms, we may cease providing such feature without liability.

7.2. Data Sharing. If you obtain a Third-Party Service that requires access to or transfer of Customer Data, you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider's own privacy notices and policies, and that we are authorized to provide the Customer Data as requested by the Third-Party Service. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by you.

8. Term and Termination

8.1. Term. All Services subscriptions specified in your initial Order will run for the subscription period set forth therein. If you add subscriptions after the beginning of a subscription period, their initial term will be the remainder of the then-current subscription period, unless otherwise set forth in the Order. All subscriptions will automatically renew for additional subscription periods of one year (or for such different renewal term as set forth in the renewal Order), unless either party gives the other party notice of non-renewal at least 30 days (45 days for Sage People Services) prior to the end of the relevant subscription period. If you do not enter into a renewal Order prior to the end of a subscription period, then we may suspend your access to the Services until you do. This Agreement will remain in effect until all User subscriptions have expired or the Agreement has been terminated as provided below.

8.2. Termination. Either party may terminate the Agreement (i) by sending a notice of non-renewal as provided above, (ii) if the other party has materially breached this Agreement, upon written notice to the breaching party of the breach and, if such breach is curable, an opportunity to cure of at least 30 days, or (iii) upon written notice to the other party if the other party becomes the subject of a petition in bankruptcy or another proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If you materially breach this agreement, we may, without limitation of other rights and remedies, temporarily suspend or terminate your access to the Services or withhold further performance of our obligations under this Agreement.

8.3. Effect of Termination. On expiration or termination of this Agreement: (i) all applicable User licences and other rights granted to you will immediately terminate; (ii) a party's rights, remedies, obligations (including payment obligations) and liabilities that have accrued up to the date of termination shall not be affected; (iii) unless you have terminated the Agreement for our material breach as provided above, we will not be obligated to refund any prepaid and unused fees; and (iv) subject to section 8.5, Recipient shall, at the request of Discloser, delete or destroy Discloser's Confidential Information in its possession or control. Notwithstanding the foregoing, Recipient may retain Discloser's Confidential Information (a) to the extent required by law or governmental authority, or (b) that is automatically stored in accordance with Recipient's generally applicable backup policies ("**Backup Media**"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.

8.4. Survival. Sections 1, 5, 6, 8, 10, 11 and 12 will survive any expiration or termination of the Agreement.

8.5. Access to Customer Data. Customer Data may be exported at any time during the term of this Agreement. We will not delete Customer Data from our production environment for up to 90 days after termination or expiration of the Agreement and may assist you with exporting Customer Data during such period at

our standard hourly consulting rate. After that 90-day period, we will have the right to delete all Customer Data and will have no further obligation to make it available to you. Should you desire longer storage of Customer Data, paid archival Services may be available.

9. Warranties

9.1. Authority. Each party represents to the other that it has the authority to enter into this Agreement, to carry out its obligations under it, and to give the rights and licenses granted herein.

9.2. Our Warranties. We warrant that: (i) the Services will perform materially in accordance with the Documentation; (ii) we will not decrease the material functionality of the Services during a current subscription term, and (iii) we will perform any professional services in a workmanlike manner and in accordance with industry standards.

9.3. Remedies. If you notify us in writing that the Services or our professional services do not conform with any of the warranties in section 9.2, we will use commercially reasonable efforts to investigate and correct any such non-conformance promptly. You will use commercially reasonable efforts to mitigate any damage as a result of such non-conformance. Subject to your right to terminate this Agreement for cause, this section 9.3 and any applicable uptime guarantees and credits in your Order constitute your sole and exclusive remedy for breach of the warranties in section 9.2.

9.4. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES AND LICENSORS DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS, OR THAT THE SERVICES WILL PRODUCE ERROR-FREE MACHINE-GENERATED ANALYSES, BENCHMARKS OR INSIGHTS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY.

10. Indemnification

10.1. Our Indemnification. Subject to section 10.3, we will indemnify and hold you and your Affiliates, officers, directors, employees, and agents harmless from and against any and all costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees and costs (collectively, "**Damages**") to the extent arising out of a third-party claim alleging that the Services infringe or misappropriate the Intellectual Property Rights of a third party, except to the extent that the alleged

infringement is based on: (a) a customization or modification of the Services at your direction or by anyone other than us; (b) use of the Services in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; or (c) use of the Services in a manner contrary to our written instructions or the Documentation. If the Services infringe, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Services; (ii) modify such Services so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate the Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services.

10.2. Indemnification by You. Subject to section 10.3, you will indemnify and hold us and our Affiliates, officers, directors, employees, and agents harmless from and against any and all Damages to the extent arising out of a third-party claim alleging that your collection or use of Customer Data or your use of the Services in breach of this Agreement infringes the rights of, or has caused harm to, a third party, or violates applicable law.

10.3. Indemnification Procedure. In the event of a potential indemnity obligation under this section 10, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defence and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

10.4. Exclusive Remedy. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this section.

11. Limitation of Liability

11.1. Limitations. EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, THE PARTIES AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR YOUR OBLIGATIONS TO PAY FEES UNDER THIS AGREEMENT AND FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, EITHER PARTY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE SUBSCRIPTION FEES FOR THE SERVICES PAID OR PAYABLE IN THE 12-MONTH SUBSCRIPTION PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, IF SUCH CLAIM ARISES DURING THE FIRST 12-MONTH SUBSCRIPTION PERIOD OF THIS AGREEMENT, DURING SUCH PERIOD.

11.2. Scope. The exclusions and limitations above apply to all causes of action, whether arising from breach of contract, tort, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss, provided that nothing in this Agreement shall limit or exclude any liability which cannot be excluded or limited as a matter of law. The allocation of risk in this Agreement is reflected in the level of fees payable

hereunder. A party may not circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing separate claims or claims on behalf of its Affiliates.

12. General Provisions

12.1. Compliance with Laws. Each party shall comply with all applicable laws and regulations in relation to the Services, including applicable sanctions (including those of the Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom and the European Union), anti-bribery, anti-corruption and tax evasion laws, provided, however, that our compliance with the Health Insurance Portability and Accountability Act of 1996, as amended, requires a separate written agreement by us. Each party shall maintain appropriate controls and procedures to be able to demonstrate compliance with such laws and regulations. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any denied-party (or similar target sanctions) list. You shall not permit Users to access or use the Services in a U.S.-embargoed country or in violation of any U.S. or EU export law or regulation; the current list of restricted territories is Cuba, Iran, North Korea, Sudan, Syria and the following Ukrainian territories: Crimea, Donetsk, Kherson, Luhansk, Sevastopol and Zaporizhzhia. Any breach of this section is a material breach of the Agreement.

12.2. U.S. Government Users. The Services and our Confidential Information are commercial items. If they are being used by or on behalf of the U.S. Government, then the U.S. Government's rights in them will be only those specified in this Agreement, consistent with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable.

12.3. Unfair Competition. You may not use the Services or any materials provided by us to build a competitive product or service or to benchmark with a non-Sage product or service.

12.4. Assignment. Neither party may assign any rights or obligations under this Agreement without the other party's prior written consent, except that a party may assign the Agreement in its entirety in connection with a merger, acquisition, spin-off, corporate reorganization or restructuring, or sale of substantially all of its assets. Any attempted assignment in breach of this Agreement shall be void.

12.5. Remedies Not Exclusive. Except as expressly set forth herein, any remedy in this Agreement is not exclusive of any other available remedy.

12.6. Third Party Beneficiaries. Certain of the Services may be provided by our Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this Agreement to the extent of such Services. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce it.

12.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering onto this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing shall limit or exclude either party's liability for fraud.

12.8. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the

original provision, with all other provisions in this Agreement remaining in full force and effect.

12.9. No Partnership or Agency. Each party is an independent contractor, and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other. We are entering into this Agreement as principal and not as agent for any other Sage company, and claims under this Agreement may be brought only against us and not against any of our Affiliates.

12.10. Waiver. A party's failure or delay to exercise any right under this Agreement will not act as a waiver of such right. Rights may only be waived in writing signed by the waiving party.

12.11. Force Majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent performance of any obligations under the Agreement is delayed or prevented by a Force Majeure event.

12.12. Order of Precedence. In the event of any express conflict or inconsistency, the order of precedence shall be: (i) your Order; (ii) these terms (including any annexes or exhibits hereto); and (iii) the Documentation.

12.13. Updates. From time to time, we may amend these terms. We will notify you of any material changes by promptly sending an email or posting a notice in the Services. By continuing to access or use the Services after such notice, you are indicating that you agree to be bound by the modified terms. Notwithstanding the foregoing, if the changes have a material adverse impact on and are not acceptable to you, then you must notify us within 30 days after receiving notice of the change. If we cannot accommodate your objection, then the prior terms shall remain in force until the expiration of your then-current subscription period. Any renewed subscription will be governed by our then-current terms.

12.14. No Publicity. Neither party shall make any public statement about this Agreement or the relationship of the parties governed by this Agreement that identifies the other party without the other party's prior written consent, except that while you are a customer, Sage may use your name and logo in its customer list in a manner that does not suggest endorsement.

12.15. Governing Law; Dispute Resolution. The validity, construction and application of the Agreement will be governed by the internal laws of the State of California, excluding its conflict of laws provisions. The parties agree to resolve all disputes related to this Agreement by binding individual arbitration before one arbitrator and will not bring or participate in any representative action. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, and shall take place in Santa Clara County, California. Any challenge to arbitrability shall be decided by the arbitrator. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event a party seeks injunctive relief from a court, the parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Santa Clara County, California. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.16. Notices. Except as otherwise specified in this Agreement, any notice required under this Agreement will be in writing and sent by pre-paid mail, courier service or email to the contact address or email last provided in writing to the notifying party by the notified party. Any notice will be deemed received: (i) if sent by pre-paid mail, 48 hours after posting; (ii) if sent by courier, on the next business day; or (iii) if sent by email, at 9 a.m. recipient's local time on the next business day after the email is sent, or

earlier if the intended recipient has confirmed receipt either expressly or by conduct.

12.17. Interpretation. Headings are for convenience only and may not be used in interpretation. The words “such as” and “including” do not signify limitation. The Agreement shall not be interpreted against the drafter.

13. Additional Product Terms

13.1. API and Developer Tools. The following terms apply if we permit you to use our API to connect the Services to a Third-Party Service and/or to use our Developer Tools to develop application(s) that interoperate with the Services:

“**API**” means our application programming interface for the Services, as updated from time to time at our discretion.

“**Developer Tools**” means the development components, developer tools, deployment tools and other documents and materials that we make available from time to time for the development, testing, operating or maintaining of applications that interoperate with the Services.

Subject to your compliance with the terms and conditions of this Agreement and the payment of any applicable fees, we grant you a limited, revocable, non-exclusive, royalty-free, non-transferable, non-sublicenseable license to: (i) use the Developer Tools only to develop, test, operate and maintain software for your use with the Services (“**Your Software**”); and (ii) access the API to process, analyze or display Customer Data. Parts of the Developer Tools provided under open source licenses are governed by such licenses.

As between the parties, we own all right, title and interest in the API and Developer Tools including any configurations, customizations, modifications, enhancements, updates and revisions thereof, and you own all right, title and interest in Your Software, including any configurations, customizations, modifications, enhancements, updates and revisions thereof.

You are responsible for protecting the confidentiality of any API access credentials in your possession or control. You may not share your API access credentials or otherwise act to circumvent any account limitations or restrictions.

In using the API and Developer Tools, you agree to protect the privacy and legal rights of Users and third parties. You represent and warrant that your use of the Developer Tools, API and Your Software: (i) will comply with all applicable laws (including export laws) and regulations; (ii) will not contain any virus, malware, or spyware; (iii) will not violate the terms of this Agreement or any policies established by us for the operation of interoperable applications; (iv) will not adversely impact the speed, security or integrity of the Services; (v) will not circumvent or render ineffective our technological and other measures to secure, protect and control the Services; and (vi) will not use any FOSS in a way that would cause the non-FOSS portions of the Services to be subject to any FOSS licensing terms or obligations. “**FOSS**” (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying modification or redistribution, require such software or derivative works thereof to be disclosed and/or distributed in source code form, to be licensed for purposes of making derivative works, or to be redistributed free of charge. Any breach of this section is a material breach of the Agreement.

We may monitor use of the API for any reason, including quality assurance, improvement of the Services, and verification of compliance with this Agreement. If you use the API to grant access to or export Customer Data from the Services, we are not

responsible for any use or misuse of Customer Data obtained through the API.

13.2. Downloadable Components. The operation of certain modules of the Services requires the use of downloadable software components designed to be installed on desktop or mobile devices (“**Downloadable Components**”). The Downloadable Components are “Services” under the Agreement. Users may need to expressly opt into the use of certain Downloadable Components; in such cases, the operation of the Services which require such Downloadable Components is contingent on such opt-in by Users. We are not responsible for lack of use of the Services due to User refusal to install the Downloadable Components, lack of User opt-in (where required), or User opt-out (where enabled). Conditioned upon your compliance with the terms and conditions of the Agreement, we grant you the following limited, non-exclusive, non-transferable (except as expressly provided herein), royalty-free, revocable license: your authorized Users may download, install and run on supported devices the executable form of the Downloadable Components for purposes of using the Services’ modules which utilize the Downloadable Components and for which you have subscribed. In addition to the restrictions of the Agreement regarding the Services, you may not translate, disassemble, decompile, decrypt, or reverse engineer the Downloadable Components, or authorize or knowingly permit a third party to do any of the foregoing, except to the extent such activities are expressly permitted by law notwithstanding this prohibition or by licensing terms governing use of open-source components included with the Downloadable Components. We may, from time to time, update the Downloadable Components. The Downloadable Components and all copies thereof are licensed and not sold, and are protected by applicable law, including United States and foreign copyright laws and international treaties. The licenses in this Section shall terminate at the earlier of the termination or expiration of the Agreement or the termination or expiration of your subscription to the Services’ module(s) which utilize the Downloadable Components. Upon license termination, you must cease all use of the Downloadable Components and promptly delete all copies, full or partial, thereof that are in your Users’ possession or control. Any service level agreement shall not apply to the Downloadable Components and to the operation of the Services’ module(s) dependent, in whole or in part, on the Downloadable Components.

13.3. Special Product Terms. Certain Services or modules may be governed by additional terms. When agreed by you, such terms will become part of this Agreement. If you subscribe to the Sage People Services, the Salesforce Platform terms available at <https://www.sageintacct.com/customer-terms-us/sfdcsa> are incorporated herein by reference and apply to such Sage People Services.

14. Purchase Through a Partner

14.1. Purchase through an Authorized Reseller. The following supplemental terms apply if you purchase a subscription to the Services through an authorized reseller (such as a VAR) (“**Reseller**”): If you place an order for the Services with a Reseller then (i) such document shall constitute an Order hereunder, (ii) your payment obligations under such Order shall be to the Reseller, and (iii) your acceptance of such Order shall be an acceptance of this Agreement between you and us for the provision of the Services, provided that any transactions solely between you and the Reseller (such as professional services provided by the Reseller or other Third-Party Services sold by the Reseller) shall not be a part of this Agreement. First-tier technical support for the Services will be provided by the Reseller, unless otherwise set forth in the Order. Non-payment of fees owed to a Reseller under an Order shall constitute a

material breach of this Agreement. If you grant a Reseller access to Customer Data or to your Services account, such access shall constitute consent to the disclosure of Customer Data to the Reseller pursuant to section 6 above, and you will be responsible for terminating such access.

14.2. Purchase through an SIAP Partner. The following supplemental terms apply if you purchase a subscription to the Services through an authorized Sage Intacct accountants program partner ("**SIAP**"): If you purchase the Services from an SIAP then (i) your payment obligations for such purchase shall be to the SIAP and section 4 (Fees) of this Agreement shall not apply to you, and (ii) your acceptance of the ordering document

for such purchase shall be an acceptance of this Agreement between you and us for the provision of the Services, provided that any transactions solely between you and the SIAP (such as accounting services provided by the SIAP or other Third-Party Services sold by the SIAP) shall not be a part of this Agreement. Support for the Services will be provided by the SIAP, unless otherwise set forth in a Statement of Work between you and us. Non-payment of fees owed to an SIAP for the Services shall constitute a material breach of this Agreement. By purchasing the Services through an SIAP, you have consented to the disclosure of Customer Data to the SIAP pursuant to section 6 above.



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 11

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH FORVIS LLP FOR INTACCT ACCOUNTING INFORMATION SYSTEM (AIS) IMPLEMENTATION SERVICES FOR A NOT-TO-EXCEED AMOUNT OF \$65,500

SUMMARY

Subject to approval of Agenda Item 10, FORVIS LLP would provide the professional implementation services for the SAGE Intacct AIS if approved. Inland Valley Development Agency (IVDA) supports the operating, reporting, and compliance objectives and activities of IVDA and other entities through the provision of financial and managerial accounting and reporting services. FORVIS LLP has expertise in both public sector accounting and reporting and successfully implementing SAGE Intacct software.

RECOMMENDED ACTION(S)

Approve an agreement with FORVIS LLP for implementation services for the SAGE Intacct AIS for a not-to-exceed amount of \$65,500; and authorize the Chief Executive Officer (CEO) to execute all related documents.

FISCAL IMPACT

None. Funding for these implementation services is included in the adjusted IVDA Fiscal Year 2023-2024 Budget in the General Fund, Account 50770 – Software and Licenses in the amount of \$142,000 of which \$65,500 is allocated to these services.

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

BACKGROUND INFORMATION

IVDA provides the accounting and financial reporting for IVDA, the Successor Agency to the IVDA's redevelopment power, San Bernardino International Airport Authority ("SBIAA" or "SBD Airport"), and San Bernardino International Inc. (SBD Cares) through QuickBooks Desktop Enterprise – Nonprofits edition (QuickBooks). QuickBooks is quickly becoming technologically obsolete for IVDA due to the rapid growth in SBD Airport's operations and people since 2018. In addition, the advent of regularly scheduled commercial passenger service triggered new FAA reporting requirements once enplanements reached 2,500 in calendar year 2022. In addition to new FAA reporting requirements, there is growing need for more sophisticated cost and managerial accounting at more detailed organizational, asset/location, and project/contract levels that will help IVDA and its stakeholders develop and recover user fees.

FORVIS, LLP ranks among the nation's top 10 public accounting firms, created by the merger of BKD, LLP and Dixon Hughes Goodman, LLP (DHG). FORVIS was recognized in 2020 as one of the 15 top-performing Sage Intacct partners for successfully delivering high quality implementation and services support. In addition to Sage Intacct expertise, FORVIS public sector practice includes financial statement audits, Single Audit, and Uniform Administrative Guidance. FORVIS was selected by SAGE demonstrate the Intacct software capabilities and functionality in government accounting environment. Further, FORVIS has been key in the initial planning and timing of the transition from QuickBooks to Sage Intacct.

Staff has been engaged in the software selection process for two-years. Beginning with Internet surveys and reviews of professional and trade literature of mid-tier government accounting information systems, as well as staff's professional experience, staff identified government accounting software for demonstration.

Sage Intacct (Cloud) (highest overall rated by staff) was the most robust system with excellent support and has been in cloud the longest. They are American Institute of Certified Public Accountants (AICPA) recommended, provide extensive and comprehensive online training library, and maintain key involvement from the implementation team during software demonstrations.

Staff recommends FORVIS LLP to provide the implementation services for the Sage Intacct AIS for a not-to-exceed amount of \$65,500. The implementation costs will be allocated between IVDA and SBIAA based on a cost allocation base that includes the total number of invoices processed for payment and purchase orders created. The current prorated share is \$13,100 for IVDA and \$52,400 for SBIAA and are included in the respective approved budgets.

Attachments:

1. Master Service Agreement.
2. Statement of Work.

RAS – BUSINESS TECHNOLOGY SOLUTIONS – MASTER SERVICES AGREEMENT
BTS0111

August 8, 2023

INLAND VALLEY DEVELOPMENT AGENCY
ATTN. MARK COUSINEAU
1601 E. THIRD ST., STE. 100
SAN BERNARDINO, CA 92408

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Statements of Work
- Terms and Conditions Addendum¹

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- Consulting and/or Software Services

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated (or will) a management-level individual to be responsible and accountable for overseeing the performance of these services, and you have determined (or will) this individual is qualified to conduct such oversight.

¹ The Terms and Conditions Addendum must **ALWAYS** be included and remain unmodified, except in the unlikely instance given the subject matter of this template that independence or other rules require the omission of the Indemnification, Statute of Limitations, Limitation of Liability, and Waiver of Certain Damages clauses or as otherwise permitted by firm policies.

Master Services Agreement

This Master Services Agreement (the “Agreement” or “contract”) is designed to provide a framework for the working relationship between FORVIS, LLP (“FORVIS”) and INLAND VALLEY DEVELOPMENT AGENCY (“Company”). Specifics regarding the scope and pricing of our services (the “Work”) will be provided in an agreed-upon statement of work (“Statement of Work”). Upon its execution, the Statement of Work A-1 shall serve as the first Statement of Work entered into pursuant to this Agreement, and each additional Statement of Work entered into pursuant to this Agreement will be indexed as A-2, A-3, etc., and will be considered addendums to this Agreement. All Statements of Work are subject to the terms of this Agreement, unless otherwise specified in a given Statement of Work.

Company agrees to provide written approval of Statement(s) of Work and work plan(s) prior to FORVIS proceeding to deliver the Work. Delays in approval could result in delays in the provision of services provided in connection with the Work and, in turn, project delays.

Engagement Fees

Fees for FORVIS services are based primarily on the complexity of the work undertaken and the amount of time required to perform it. Based on the understanding of Company needs and our past experience, FORVIS will estimate the time and level of expertise required for each Statement of Work to arrive at fee estimates. Professional fees are estimated for Company’s convenience; however, actual fees will be billed on an hourly basis based on the time of personnel assigned and expertise required. All fees are quoted and billed in U.S. dollars.

Fee estimates contained in Statements of Work are based upon anticipated cooperation from Company personnel, including Company fulfillment of the responsibilities outlined in the **Scope of Services** section.

Travel time will be charged in addition to professional fees based on agreed to normal travel time. Such travel time will be billed at a rate of 50 percent of the consultant’s normal hourly rate. All travel will be approved by Company prior to scheduling.

You will be billed travel costs and fees for services from other professionals, if any. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services in addition to the fees quoted in Statement of Work(s).

All fee estimates expire 30 days from the date of the Statement of Work. If the Statement of Work is not signed within 30 days, contact your FORVIS salesperson to verify fee estimates.

Rates incorporated herein or used in estimates to arrive at pricing for Statements of Work are subject to periodic re-adjustment, no less frequently than annually, to account for the impact of rising costs. Rate increases will be applied to all future work, including any unexpended hours on Statements of Work at the time rate increases go into effect.

You agree to notify us of any dispute or discrepancy with respect to services or billed charges within 15 days of your receipt of the invoice. Notifications should be made to Tod Eastlake at 417.865.8701 or tod.eastlake@forvis.com.

Our engagement fee does not include any time for post-Statement of Work consultation with Company personnel or third parties other than specified in a specific Statement of Work. Charges for such services will be billed separately, upon written approval by Company’s CEO or designee.

Efforts required to complete certain elements of our services can vary widely due to the nature of the system being converted and/or task, the skill level, and availability of Company resources, and the need for

Company to deviate from the standard functionality of the software being implemented. Our involvement will be limited to the time defined in a Statement of Work. If during the course of the Work, additional time is required by FORVIS to complete, FORVIS will notify Company and issue an additional Statement of Work to cover the additional time. Company agrees to review and approve such a Statement of Work if Company desires FORVIS to provide the additional service. Delay of Company approval may result in significant project delays.

When applicable to services and/or software, sales tax will be added to your invoices according to the laws of your state.

This Agreement will be in force for a term of five (5) years from the date of the Agreement or six (6) months following the completion of work under an agreed-upon Statement of Work pursuant to this Agreement, whichever is longer. Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

FORVIS, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, Statements of Work**, and **Terms and Conditions Addendum**, on behalf of INLAND VALLEY DEVELOPMENT AGENCY.

BY _____
Michael Burrows, CEO

DATE _____

Scope of Services

We will provide services as detailed in the Statements of Work issued to you.

Work performed under this Agreement will primarily consist of assistance with the procurement, project management, assessment, installation, implementation, development, customization, integration, and training related to the Company's software systems.

To assist in the timely delivery of Work, effective communications to management, and efficient utilization of resources, FORVIS and Company agree to apply FORVIS' "On-Track" project management methodology to Work performed when required. As part of the On-Track system, there are various project management documents that will be utilized during the course of Work. Company agrees to review and approve these documents through signature.

Communications between Company and FORVIS related to Work under this Agreement will be considered complete if relayed through a designated project manager, project executive, or executive sponsor.

Defects

If during a 30-day period after FORVIS delivers the Deliverables, the Company discovers a defect in the Deliverables provided under this engagement, FORVIS will make commercially reasonable attempts to correct such defects. Defects related to approved specifications that the Company subsequently determines do not meet their business needs are the Company's responsibility. Defects related to FORVIS-produced code deficiencies, departures from approved specifications, or calculation/processing errors are FORVIS' responsibility. If any defects are found after the 30-day period, the Company agrees to pay FORVIS to make corrections. Such corrections will be covered with either a change order to an open Statement of Work or a new Statement of Work. The Company will be billed for the additional time per the applicable Statement of Work.

Any defects of software products implemented by FORVIS are the responsibility of the publisher and are covered by the end user license agreement.

Work Not in Scope

The Company understands that updates, maintenance, and enhancements to Deliverables due to system upgrades or new integrations are beyond the scope of implementation Work and will be quoted and contracted for in separate Statements of Work.

FORVIS Liability

FORVIS does not assume any liability for damages, either direct or indirect, incurred by the modification or manipulation of the or any third-party customizations or modules associated with the software. Modification of the software is at the sole risk of the client. Any modification, whether performed by FORVIS or a third party, may limit the ability of the publisher or another third party to provide support of the software under normal support agreements.

In addition, modification of the software may limit or void the limited warranty as provided in the publisher's end user license agreement.

FORVIS' Rights

FORVIS shall retain the rights to reuse or resell non-proprietary Company deliverables.

The following apply for these services:

**Our
Responsibilities**

We will not make management decisions, perform management responsibilities or obligations, or manage the operations of the business, the responsibility for which remains with management and the Board of Directors. We will also not act or appear to act in a capacity equivalent to that of a member of your management or an employee.

We will use and rely on information furnished by you, your employees, and representatives and may use and rely on information available from generally recognized public sources. We are not responsible for the accuracy and completeness of the information and are not responsible to investigate or verify it.

We will not be representing you during compliance-related discussions with regulatory agencies.

**Limitations &
Fraud**

This engagement is not designed to discover errors, misrepresentations, fraud, or illegal acts, and you agree that we have no such responsibility.

Our Work on your software is work related to only an element of the Company's overall information system, the ultimate success of which is dependent on numerous factors beyond our control. These factors include appropriate business processes and the accurate execution of those processes; aptitude, continuity, and availability of personnel; and a stable hardware, hosting provider and cloud solution provider, network and telecommunications environment designed and maintained at a level adequate to run the proposed applications. The Company agrees that FORVIS will not be held responsible for system or implementation failures that include shortcomings of any of the above elements.

Our implementation services shall in no way guarantee that you will not have a data breach, identity theft, network hacking, ransomware, etc. You agree that you are responsible for managing and monitoring your networks, IT systems, and applications for adequate security and that our implementation services are not a substitute for such. Management is also responsible for establishing appropriate controls to prevent, deter, and detect security breaches.

Our work does not include any services not specifically outlined in this Agreement and subsequent Statements of Work.

Opinion

We will perform this engagement in accordance with the Statement on Standards for Consulting Services established by the American Institute of Certified Public Accountants (AICPA). This engagement will not constitute an examination, audit, attestation, or agreed-upon procedures engagement as those services are defined under relevant AICPA standards. Accordingly, we will not provide an audit or attest opinion or other form of assurance and will not verify or audit any information provided to us.

In addition, we have not been engaged to provide an opinion with respect to the effectiveness of your controls or the degree of compliance with your policies and procedures or applicable laws and/or regulations.

Warranties

All warranties for software, hosted services, cloud services, and hardware are provided by the corresponding publisher or manufacturer. FORVIS provides no

warranty with respect to hardware or software operation or performance as these issues are controlled by the developers, publisher, manufacturers and the personnel and computer equipment of the end user, hosting provider, and cloud providers.

Your Responsibilities

The Company agrees it is their responsibility to ensure that the appropriate level of due diligence related to the purchase and implementation of any software or hardware in connection with this Agreement has been performed. This includes determining if the software or hardware possess the appropriate level of functionality and performance for Company's current and future needs.

We suggest you give significant consideration to performing procedures that help determine if software and hardware in connection with this Agreement fits your situation and is adequate for your needs. We are available to provide assistance with services such as detailed functionality assessment, a gap analysis, or a "proof of concept pilot," each of which would provide you with additional due diligence. These services are not included in this Agreement, and you have chosen not to engage FORVIS to assist you in any due diligence or proof of concept pilot related to the purchase of any software and hardware in connection with this Agreement.

Success of the ongoing operation of Company's system will greatly depend on Company's involvement. Following are some specific responsibilities that FORVIS expects will be performed by Company:

- Company will provide project management and ongoing information system management, including:
 - Top-level management support for the required resources and priorities to complete the project
 - Appointment of an internal project manager to facilitate and make project decisions as necessary and maintain an open-issues list related to the project
 - Review and approval of On-Track project management documents, including work plans, status reports, etc.
 - Approval of software implementation work plans
 - Timely completion of assigned duties in the implementation work plans
 - Timely review and response (in writing) to any changes in the scope of Work in a Statement of Work
 - FORVIS access to required Company systems, including applicable local, hosted, and cloud solutions and any necessary security clearances
 - FORVIS access to Company equipment – including any necessary security clearances
 - Timely review and response to system enhancement specifications, if any
 - Remote access as required by FORVIS software support
 - Sustaining current subscription service payments for subscribed software, which will give you access to the currently supported version and to any upgrades that are released
 - Sustaining current payments for maintenance of all third-party software that interfaces with subscribed software and upgrade to currently supported versions should the software developer release new versions and discontinue support of older versions. FORVIS is not required to support versions no longer supported by the software publisher

- Staying current on maintenance with the software publisher and upgrading to the currently supported versions, should the software developer release new versions and discontinue support of older versions. FORVIS is not required to support versions no longer supported by the software publisher
- Designating which employees Company chooses to authorize to make requests for support and avoid requests by those who are not authorized. FORVIS will provide support upon request of Company employees
- Appointing an internal software contact (or contacts) to facilitate and make decisions as necessary and maintain an open issues list
- Maintaining a detailed topology of network infrastructure, hardware specifications, and system configurations
- Reviewing and approving any system modifications or configuration changes, if any
- Follow best practices, as defined by the software publisher and the systems supporting the software, e.g., running data consistency checks quarterly and correcting any errors
- Company will be responsible for design, documentation, improvement, monitoring, and maintenance of business processes and data, including:
 - Verification that proper internal controls are in place due to process changes
 - Security setting parameters within the software application
 - Design and performance of internal audit procedures to ensure compliance with Company policies, processes, and data integrity
 - Revising processes as needed to operate with the new system and/or approval of system modifications necessary to match current processes
- Company will be responsible for hiring, training, and retaining personnel competent to operate the system, including:
 - Management and supervision of internal staff who will be operating the software
 - Development and training of staff on new processes and procedures
 - Training of staff responsible for ongoing development and production of custom reports and other system customizations, with the exception of training to be provided by FORVIS as defined in an applicable Statement of Work
 - Providing FORVIS access to Company staff as required for installation and training
 - Reviewing data, including the integrity of data provided for conversion and import of data, reconciliation, and verification of converted data
 - Extracting data from existing information systems (FORVIS will assist as defined in the applicable Statement of Work)
- Company will provide and maintain a stable information system environment, including:
 - Providing appropriate network resources, network access, adequate internet bandwidth and hardware and operating systems that meet or exceed the software publisher's requirements and business requirements for capacity, compatibility, redundancy, and configuration

- Taking reasonable steps to remedy any computer hardware, network, or operating system performance issues that could impact the operation of the software
- Providing an acceptable level of security and virus protection for Company computer hardware, networks, operating systems, and information. Company will also be responsible for taking any necessary steps to provide security and protection to such systems
- Computer hardware, network resources, and operating systems that meet or exceed the software publisher's requirements for capacity, compatibility, and configuration
- Selection, procurement, configuration, implementation, operation, and management of computer hardware, network technology, operating systems, and other elements of technology infrastructure required by Company
- Any additional computers, network resources, or technology infrastructure components necessary to accommodate business growth, software updates, new applications and to improve software performance
- The use of name brand computers rather than "clones" for servers and workstations
- An operating environment (temperature, proximity to other electrical devices, etc.) for computer hardware and network components that meets standards as specified by the manufacturers
- Electrical power that is free of surges, outages, and other anomalies that could impact the performance of computer hardware and network devices. It is the responsibility of Company to take reasonable steps (such as uninterruptible power supplies, generators, surge suppressors, etc.) to ensure adequate power to these devices
- An acceptable level of security and virus protection for Company computer hardware, networks, operating systems, and information. Company will also be responsible for taking any necessary steps to provide security and protection to such systems
- Taking reasonable steps to remedy any computer hardware, network, or operating system performance issues that could impact the operation of the software
- Extraction of data from existing information systems (FORVIS will assist as defined in the applicable Statement of Work)
- Review of data, including the integrity of data provided for conversion and import of data, reconciliation, and verification of converted data

FORVIS, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **FORVIS LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** You agree to indemnify, defend, and hold harmless FORVIS and any of its partners, principals, shareholders, officers, directors, members, employees, agents, or assigns with respect to any and all claims arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, except to the extent caused by the intentional or willful misconduct of FORVIS. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

In addition, You acknowledge and agree that any advice, recommendations, information, or work product provided to You in connection with this engagement is based in part upon the accuracy of Your factual representations to FORVIS and is not intended to be relied upon by any other parties. You agree to indemnify, defend, and hold FORVIS harmless from and against any and all liability for loss and damage including, direct, indirect, consequential, incidental, and special damages such as loss of revenue and anticipated profits ("Damages") arising under or by virtue of (i) material factual misrepresentations or omissions to FORVIS by You or Your agents, and (ii) claim or demand of any third party to the extent resulting from that party's use or possession of or reliance upon FORVIS' advice, recommendations, information, or work product (collectively "Work Product") as a direct or indirect result of Your use or disclosure of such Work Product, except as such use, possession, or reliance is specifically authorized by FORVIS in writing or otherwise authorized by applicable law.

Unless specifically authorized by FORVIS in writing or as authorized by applicable law, You agree that You will not provide any third party with Our Work Product for their use or reliance.

7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1)

year from the date of delivery of the work product to You or the termination of the services described in the particular Statement of Work at issue in the event of a claim (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under the particular Statement of Work at issue in the event of a claim. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall FORVIS be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, i.e., FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.
19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any

of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
21. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.

TECHNOLOGY

22. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including, if applicable, any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
23. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.
24. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer

software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

25. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
26. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.
27. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
28. **Hiring of FORVIS Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to FORVIS personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after FORVIS stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of

a general solicitation not delivered to or focused upon any single individual.

29. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
30. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
31. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
32. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

IMPLEMENTATION – STATEMENT OF WORK BTS0112-I

(5-23)

September 7, 2023

Inland Valley Development Agency
1601 E. Third Street, Suite 100
San Bernardino, CA 92408

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

This Statement of Work (or “contract”) is made pursuant to a Master Services Agreement (the “Agreement”) dated [_____, 20__], by and between Inland Valley Development Agency (“Company”) and FORVIS, LLP (“FORVIS”).

In addition to the terms set forth in this Statement of Work, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Attachment A – Sage Intacct Preliminary Work Plan

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- Assistance with Sage Intacct Implementation

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management’s objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated (or will) a management-level individual to be responsible and accountable for overseeing the performance of these services, and you have determined (or will) this individual is qualified to conduct such oversight.

Engagement Fees

Fees for FORVIS services are based primarily on the complexity of the work undertaken and the amount of time required to perform it. Based on FORVIS’ understanding of Company’s needs and FORVIS’ experience implementing similar-sized projects, FORVIS estimates 198 - 234 man-hours of effort by

FORVIS personnel will be required to complete the Work. Any change in scope may change the effort required and will be documented and communicated as stated in the Agreement.

Estimated Professional Fees \$55,440 - \$65,420

A Reference Credit of (\$1,500) will be applied evenly from invoices over first three invoices for this engagement: (\$500.00) per invoice.

Rates incorporated herein or used in estimates to arrive at pricing for this Statement of Work are subject to periodic re-adjustment, no less frequently than annually, to account for the impact of rising costs. Rate increases will be applied to all future work, including any unexpended hours on this Statement of Work at the time rate increases go into effect. We will notify you in writing at the time rate increases go into effect.

These fees will be billed and are due on the same terms as those in the Agreement. Fees may be paid by check or wire as stated in the Agreement.

Our timely completion of services and the fees thereon depends on the assistance you provide and the work you are responsible for which is articulated in Attachment A. Delays, errors, or incompleteness of the work you are responsible for will increase our hours estimate. We will communicate in writing (including in periodic project recaps) should this occur and will convey the impact on our hours estimate / billings.

Efforts required to complete certain elements of an implementation can vary widely due to the nature of the system being converted, the skill level and availability of your resources and the need for you to deviate from the standard functionality of Sage Intacct. Our involvement will be limited to the time allotted in **Attachment A** for each of the areas identified in the **Scope of Services**.

Contract Agreement

This Statement of Work serves as an addendum to the Agreement and serves to clarify our understanding of the Work you desire, but does not modify any other rights, restrictions, or agreements contained in the Agreement.

The term of the Work provided under this Statement of Work shall commence on September 11, 2023 and shall expire on completion of the deliverables.

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

FORVIS, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and the original Agreement, on behalf of Inland Valley Development Agency.

BY _____
Michael Burrows, Chief Executives Officer

DATE _____

General Scope of Services

Development & Customization Protocol

To the extent the Work involves software development, integration, and/or customization; the following protocols are designed to assist in managing the iterative process:

- FORVIS will provide a specification in written form
- Company will review and approve the specification in a timely fashion
- Development will be performed by FORVIS utilizing standard software required tools
- Testing and acceptance will be performed by Company
- Any and all development by Company staff is solely the responsibility of Company

Testing & Acceptance

Testing of enhancements is an integral part of the development and customization process and is to be performed by the Company upon receipt of the newly developed functions, or iterations thereof, (the "Deliverables") from FORVIS. Testing responsibilities for each Deliverable will be as follows:

- a. Level 1 Testing – Unit Testing – FORVIS (performed prior to delivery)
- b. Level 2 Testing – Functional Testing – Company
- c. Quality Control – Company
- d. Level 3 Testing – User Acceptance Testing – Company
- e. Level 4 Testing – Load Testing – Company

For testing b. through e., the Company agrees to exercise reasonable efforts within five (5) business days to evaluate said item (the "Acceptance Period") to verify that the Deliverables conform in all respects to Company requirements (excluding Load Testing, which is to be completed prior to go-live).

The Company agrees to notify FORVIS in writing of acceptance or rejection based on the evaluation and verified by FORVIS. If the Company fails to give notice of rejection within the Acceptance Period, the Deliverables will be deemed accepted.

In the event any Deliverable does not achieve acceptance pursuant to the paragraph above, the Company must provide written notice to FORVIS of nonacceptance, detailing the nonconformity by which the Deliverable did not achieve acceptance. FORVIS will, with reasonable assistance from the Company, make commercially reasonable attempts to correct the error causing the nonconformity. If, in FORVIS' opinion, a correction is not possible, then FORVIS shall promptly bypass any errors resulting in such nonconformity or propose a change in applicable specifications of the Deliverable to avoid the nonconformity. In the event that either such nonconformity is not corrected or bypassed within a reasonable time, or any proposed changes to the applicable specifications intended to avoid the nonconformity are not acceptable at the reasonable discretion of the Company, then the Company may terminate the applicable Statement of Work; however, the Company will continue to be liable for payments for services performed in connection with the Statement of Work, excluding only those fees associated with the development in question.

The following apply for these services:

**Our
Responsibilities**

We will not perform any Company obligations, including accounting functions, management functions, or financial reporting duties.

**Services Not
Provided**

Our services do not include the following for any modules determined to be a financial information system as defined in the AICPA Code of Professional Conduct "Information System Services" interpretation (ET Sec. 1.295.145):

- Design or develop new software code or features to modify or alter the functionality of the software in ways not predefined by Sage.
- Customize the software to modify or enhance the features and functions in ways that go beyond the options provided by Sage when configuring the software.
- Interface services not using a third-party vendor's application, such as an application programming interface (API)
- Data translation services not using a third-party vendor's application, such as an API

Additionally, our services do not include any post-implementation maintenance, support, or monitoring services that involve outsourcing an ongoing function, process, or activity that could result in FORVIS assuming a management responsibility.

Sage Intacct Scope of Services

We will provide assistance with the Sage Intacct implementation for Company operations as defined by the deliverables below:

- Assistance with development of implementation work plans
- Installation and implementation of Sage Intacct

We will assist your personnel with the installation and implementation of Sage Intacct.

- Assist with data conversion

We will assist with the conversion of your data. Our assistance with data conversion will be limited to 22 hours of service. You will have overall responsibility to complete data conversion.

- Provide training on Sage Intacct

We will train up to 5 users per module on the software functionality. These users will be known as “power users” and will be responsible for training other users in the Company. Our training will be limited to 16 hours of service. Training will be considered complete after the scheduled hours/days of training have been provided. Additional training from FORVIS is outside the scope of this engagement.

- Assist with reporting.

With the purchase of Sage Intacct, you will receive various financial and management reports, screens, fields, forms, functions which come standard with the system. As part of the engagement, we will assist you with 10 hours of assistance customizing reports. The time required to design and create these customizations can vary significantly and has been estimated based on your input. You have considered all standard features of Sage Intacct and the need for custom reporting you require. Customizations will be considered complete after the scheduled days/hours have been provided. If during the course of this project it is determined that additional customizations are required, we work with your personnel to develop design specifications and time estimates for the customizations. Additional time for customizations will be outside the scope of this engagement and will be agreed to in a separate Statement of Work to this engagement.

The following apply for these services:

FORVIS Approach

FORVIS will work with Company management to complete the Work. FORVIS will provide consulting resources in accordance with the On-Track methodology as referenced in the Master Services Agreement.

You agree it is your responsibility to ensure that the appropriate level of due diligence related to the purchase and implementation of Sage Intacct has been performed. This includes determining if Sage Intacct possesses the appropriate level of functionality and performance for your current and future needs. We suggest you give significant consideration to performing procedures that help determine if Sage Intacct fits your situation and is adequate for your needs. FORVIS is available to provide assistance with services such as a detailed functionality assessment, a gap analysis or a “proof of concept pilot,” each of which would provide you with additional due diligence on Sage Intacct. These services are not included in this Work, and you have chosen not to engage

FORVIS to assist you in any due diligence or proof of concept pilot related to the purchase of Sage Intacct.

Limitations & Fraud

Our implementation services shall in no way guarantee that the Company will not have a data breach, identity theft, network hacking, ransomware, etc. You agree that you are responsible for managing and monitoring your networks, IT systems, and applications for adequate security and that our implementation services are not a substitute for such. Management is also responsible for establishing appropriate controls to prevent, deter, and detect security breaches.

Our work does not include any services not specifically outlined in this Statement of Work.

Key Roles

Company has designated Mark Cousineau as Project Sponsor and will serve as Project Manager for this phase of the project.

FORVIS will designate a Project Manager and Karen Bodach as Project Executive for this project. Christina Phillips will be responsible for project quality assurance for FORVIS.

Delivery Schedule

Time for completion will depend on when the Statement of Work is approved by signature. The expected completion date will be delineated on a Project Work Plan/Schedule.

Closing Letter

At the conclusion of the engagement, we will submit to you a letter documenting the completion of FORVIS' work pursuant to this contract. You agree to sign and return a copy of that letter as part of the engagement process.

Attachment A – Sage Intacct Preliminary Work Plan

	FORVIS Hrs
Project Management	33
Project Initiation	4
Project Definition	9
	Discovery Sessions
Analysis and Design	119
	Data Migration
	Reporting (Financials, Business Forms)
	System Configuration
Delivery	19
	Power User Training
	Process Documentation
Acceptance Testing and Training	21
	Test Script Documentation
	Testing Support
Go Live Support	14
	Remote (for 1st month)
	Month End
Additional Scope Items	14
	Integrations/interfaces
	SIP
Total Estimated Hours	234

Project Name: Sage Intacct

Approvals

The following people have reviewed and approved Version 1.0 of this document:

Section I. Project Definition

Section I – Project Scope and Deliverables

This document contains important information about this project and the scope of work to be performed. Additions to the scope of the project in terms of functionality, timeline, or division of responsibilities between FORVIS and the client may result in a change order to the implementation work order.

Project Description and Objectives

Project Description and Objectives	IDVA has decided to partner with FORVIS Technology Consulting in the Sage Intacct Implementation
------------------------------------	--

Project Deliverables

Implementation of Sage Intacct will consist of utilizing the following modules:

Module	Module Component	Comments
<i>Financial</i>	<i>General Ledger</i>	
<i>Financial</i>	<i>Cash Management</i>	
<i>Financial</i>	<i>Accounts Payable</i>	
<i>Financial</i>	<i>Accounts Receivable</i>	
<i>Financial</i>	<i>Purchase Order/Spend Management</i>	
<i>Financial</i>	<i>Grants Tracking & Billing</i>	
<i>Financial</i>	<i>Sage Intacct Planning</i>	

Implementation of Sage Intacct will consist of utilizing the following integrations:

3rd Party System Integrations	Integration Description	Currently Supported?	3rd Party Publisher
<i>TBD</i>	<i>Third Party Integrations are not part of Phase 1 Scope</i>		

Implementation of Sage Intacct will include the following customizations to functionality, integrations, or reporting as estimated in the project plan. Formalized design specifications and requirements (business, functional, and technical) to be defined outside of this document:

Customizations	Customization Description	Currently Supported?	Approving Stakeholder
<i>TBD</i>	<i>Currently, no customizations are in scope for Phase 1.</i>		

Out of Scope Deliverables

Only include deliverables affecting scope. For all other inclusions refer to Section III, Exclusions from Phase 1 Scope of this document:

Description
<i>Any customization relating to Sage Intacct reports, not otherwise specified in project scope definition.</i>
<i>Any additional modules not otherwise specified.</i>

Data Migration Scope

The following represents the **standard** scope of data migration for Sage Intacct implementation:

Master Data Elements	Comments	Approved By
<i>Master Files</i>	<i>Dimensions: Chart of Accounts, Customers, Vendors, Departments, Items, Employees, Classes, Locations, Contracts</i>	
<i>2022 and 2023 Yearly Data</i>	<i>GL Summary Net Change per Month.</i>	
<i>Open Balances</i>	<i>AR, AP, and 1099</i>	

Out of Scope Master Data Elements:

Transactional Data Elements	Comments	Range of Data to be Converted	Stakeholder/Point of Contact
<i>None</i>			

Out of Scope Transactional Data Elements:

None

****Migration of cutover balances are done one-time at cutover for review by client:**

Open Transaction Record	Comment	Stakeholder/Point of Contact
<i>Accounts Payable</i>		
<i>Accounts Receivable</i>		
<i>Vendor 1099 Balances</i>		
<i>Purchase Order</i>	<i>All Open Purchase Orders</i>	
<i>Cash Management</i>	<i>Outstanding Bank Reconciliation Items</i>	
<i>Grants/Projects</i>	<i>These include contracts from City and FAA</i>	

Per the guidance on the delivery phase below, the following summarize the client responsibilities for data migration:

Client Sole Responsibility	Contact
Extract data and Provide data in requested format/templates	
Provide any necessary mapping of old to new values	
Document a process for freezing and tracking data after the data has been downloaded	
As requested by FORVIS, run integrations for data migration	
Validate and approve all data migrated using the data validation instructions. Sign off that the validation has been completed	

***Changes to the responsibilities outlined above may impact the scope of the project and require a change order.

Key Roles and Responsibilities

Name	Title	Organization	Project Role
		FORVIS	Project Manager
Karen Bodach	Managing Director	FORVIS	Project Executive

Project Assumptions, Constraints and External Dependencies

A	C	E	Item
A	C	E	Integrations will need to further be defined and depending on the complexity, may cause scope change, if required for Phase 1.
A = Assumption			C = Constraint
			E = External dependency

High-Level Risk

Risk	Possible impacts on the project	Probability

Section II. Project Stages/Phases

Project Initiation			
Deliverable	Description	FORVIS Roles	Client Roles
Assign project manager. Turnover project to team. Open project binder.	Create preliminary project documents	<ul style="list-style-type: none"> Prepare documents 	<ul style="list-style-type: none"> Review and sign off on required documents
Related/Supporting Documents		Signoff Required?	
T0200-Project Table of Contents		<u>N</u>	
MSA & Work Order(s)		<u>Y</u>	

Project Definition			
Deliverable	Description	FORVIS Roles	Client Roles
Initiation and Kick off Meeting Work plan & supporting plans. Project Scope & Definition.	Obtain a better understanding of the client's environment and requirements	<ul style="list-style-type: none"> Conduct interviews with Staff 	<ul style="list-style-type: none"> Provide as much information as possible
Related/Supporting Documents		Signoff Required?	
T0134-Project & Scope Definition		<u>Y</u>	
T0235-Project Work Plan		<u>Y</u>	
T0230-Business Requirements		<u>Y</u>	

Analysis & Design			
Deliverable	Description	FORVIS Roles	Client Roles
Technical Configuration. Module overview Module configuration	Train the client's IT personnel on installing the software Overview module functionality/processes Configure the modules to address the business needs	<ul style="list-style-type: none"> Walkthrough software installation, support IT in additional installation tasks Walkthrough module functionality Walkthrough module configuration 	<ul style="list-style-type: none"> Install the software Attend configuration sessions Complete configuration settings Configure additional companies as needed
Related/Supporting Documents		Signoff Required?	
T0240-Technical Environment Checklist		<u>Y</u>	

T0260-Training Plan	<u>Y</u>
T0263-Training Agenda	<u>N</u>
T0264-Training Roster	<u>N</u>
T0265-Training Evaluation	<u>N</u>
Configuration and Setup Documentation	<u>Y</u>

Delivery

Deliverable	Description	FORVIS Roles	Client Roles
Data Conversion Issues Log	Convert the data Document and resolve Issues	<ul style="list-style-type: none"> Assist with creating integration mappings to bring over data Assist with resolving issues by providing viable solutions Maintain issues log Provide recap sheets Develop/adjust data migration integrations 	<ul style="list-style-type: none"> Create and validate data for migration per provided specifications Run integrations for data conversion Identify potential Issues with migrated data

Related/Supporting Documents

Signoff Required?

T0151-Project Recap	<u>Y</u>
T0153-Issues Log	<u>Y</u>
T0251-List of Functional Enhancements	<u>Y</u>

Acceptance Testing & Training

Deliverable	Description	FORVIS Roles	Client Roles
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Acceptance Testing End-user Training End-user Procedure Documentation Client Acceptance to Go-Live	Provide training for functional users and end users Develop end user documentation Perform testing	<ul style="list-style-type: none"> ▪ Provide training for functional users ▪ Provide draft end user documentation ▪ Provide draft test scripts ▪ Manage testing issues ▪ Provide end user training support 	<ul style="list-style-type: none"> ▪ Update test scripts ▪ Provide training for additional end users ▪ Update end user documentation ▪ Perform testing ▪ Deliver end user training
Related/Supporting Documents		Signoff Required?	
T0262-Test Script Template		<u>Y</u>	
T0263-Training Agenda		<u>N</u>	
T0264-Training Roster		<u>Y</u>	
T0265-Training Evaluation		<u>Y</u>	

Cutover to Production			
Deliverable	Description	FORVIS Roles	Client Roles
Cutover Plan	Cutover to live production	<ul style="list-style-type: none"> ▪ Draft cutover plan ▪ Assist with execution of cutover plan ▪ Resolve post conversion issues 	<ul style="list-style-type: none"> ▪ Execute cutover tasks ▪ Identify post-conversion issues
Related/Supporting Documents		Signoff Required?	
		<u>Y</u>	

Post implementation & Closing			
Deliverable	Description	FORVIS Roles	Client Roles
Software Support Agreement Closing letter Exit Interviews		▪	▪
Related/Supporting Documents		Signoff Required?	
T0180-Exit Interview		<u>Y</u>	
T0181-Closing Letter		<u>Y</u>	

Section III. Exclusions from Phase 1 Scope

- Implementation and support of products beyond those outlined in this document
- Development of customizations beyond those outlined in this document
- Development of additional integrations beyond those outlined in this document
- Validation and/or cleanup of data to be migrated
- IT services beyond the support of installation of the software
- Additional documentation beyond items outlined in the project plan and/or requests to provide procedures beyond draft-level
- Additional support of go live and month end other than hours provided in project plan

Version Control

Version	Date Issued	Changes Made



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 12

PRESENTER: Jeff Barrow, Director of Development

SUBJECT: RATIFY A CONSTRUCTION CONTRACT WITH LOS ANGELES ENGINEERING INC. FOR THE DFAS I EMERGENCY UNDERGROUND WATER SUPPLY PROJECT IN AN AMOUNT NOT TO EXCEED \$123,000.00

SUMMARY

The DFAS I Emergency Underground Water Supply Project consisted of the following: Potholing and locating existing water mains in order to determine the best approach in isolating DFAS I (IVDA) building from DFAS II (San Bernardino County Fire Protection District) building, as well as the installation of new backflow devices, capping abandoned lines and installation of new underground piping.

RECOMMENDED ACTION(S)

Ratify a construction contract with Los Angeles Engineering Inc. for the DFAS I Emergency Underground Water Supply Project in an amount not to exceed \$123,000.00; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for this project was included in the approved Inland Valley Development Agency (IVDA) Fiscal Year 2023-24 budget in the Capital Projects Fund, Account 50280 - Tenant Improv-DFAS Bldg. 1 in the amount of \$250,000, of which \$123,000 was used for this project.

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

BACKGROUND INFORMATION

The Inland Valley Development Agency (IVDA) owned and operated DFAS I, II, III, and IV buildings after the property transfer from the United States Air Force. One main characteristic of these buildings is that the domestic and irrigation water mains are on a common loop system. But, as DFAS II and III are no longer owned by the IVDA, the San Bernardino Municipal Water Department has installed two new water meters in order to isolate the water reading solely to DFAS I building. Due to this, it left DFAS I with temporary water coming from a water hose tied into a water hydrant. With triple digit temperatures and the risk of losing the cooling system to the building, IVDA staff determined that the best approach was to locate and use the existing water mains, as well as reroute them to the two new water meters to properly read the water usage for DFAS I as a standalone system and reduce the risk of any long term effects.

The IVDA staff reached out to three qualified firms:

- Bogh Engineering Inc: No Response
- Full Spectrum Plumbing: \$121,497.89
- Los Angeles Engineering: \$123,000.00

Staff determined that though Los Angeles Engineering Inc. was not the lowest bidder, they were the most qualified by demonstrating a strong commitment in meeting the project's timeline while having a clear understanding of the what the scope of work entailed to reconnect the building's water supply.

Staff recommends the Board approve the above recommended action.

Attachments:

1. Proposals.
2. Construction Contract.
3. Site Map.
4. Project Photos.



Full Spectrum Plumbing, Inc.

P.O. Box 975.
Highland, CA 92346

M: (909) 567-5363

O: (909) 382-4121

F: (909) 494-5487

License. # 995957

Email: mgallo@fullspecplumbing.com

Proposal and Agreement

Project Location

Domestic and Irrigation water service
1111 East Mill St
San Bernardino, CA 92408

Scope of Work and General Terms and Conditions

Full Spectrum Plumbing agrees to perform the following work. Please see attached site overview which shows the layout of our work area and scope of work.

1. Install new 3" domestic and irrigation backflow devices.
2. Install new 3" schedule 80 PVC irrigation main line and provide future Point of connections for new irrigation systems. FSP is only providing the main water source for new or existing sprinklers. We will provide a POC in the planter located on Mill st next to the water meters as well as a POC near the existing 3" irrigation backflow. (See attached Drawing.)
3. Install new 3" Domestic water main to connect to existing 6" building main line feed. The new 3" domestic main will also feed the existing chiller unit. At building connection, we will tee off and run a 3" schedule 80 PVC water main to feed the chiller unit. (See attached drawing.)
4. Provide all excavation, backfill and compaction. Backfill with native soil only. The last foot of backfill will be class II base to meet compaction and for asphalt patching requirements.
5. Provide all asphalt cutting break and removal. Provide a total of 750 sq ft of asphalt patching. Provide class II base for backfill.
6. Haul away remaining dirt spoils from site after completion of installation of new domestic water and irrigation water main lines.
7. Provide temporary fencing to safe off work area during duration of the work and overnight during off hours.

EXCLUSIONS

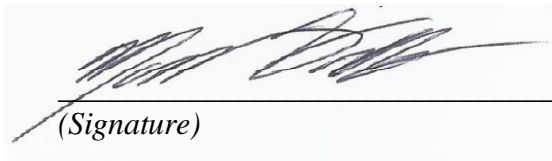
1. City permits, or inspection fees.
2. Import of Foreign backfill materials, backfill with native soil only.
3. Full Spectrum Plumbing is not responsible for replacement of any damaged irrigation lines or sprinklers.
4. Repair of any damage to existing utilities, any repair will be an additional cost.

Price

The following price is based off multipole site visits, potholing and excavating existing lines as well as researching the existing site plans. It should be noted that if unforeseen site conditions are discovered, then the project price below may require revision. All labor is priced with the current prevailing wage rates for San Bernardino County.

<i>Scope Of Work</i>	<i>Price</i>
<i>Materials</i>	<i>35,477.45</i>
<i>Labor</i>	<i>46,377.96</i>
<i>Concrete cutting break and removal Shower Pan</i>	<i>10,911.04</i>
<i>GPRS Underground Utility Location</i>	<i>1,400.00</i>
<i>Asphalt Cutting, Break & Removal, Asphalt Patching & Base Material</i>	<i>18,602.97</i>
<i>Temporary Fence & Site Safe Off</i>	<i>8,728.47</i>
Job Total	\$ 121,497.89

Submitted by:



(Signature)

08/02/2023
(Date)

Marc J. Gallo
CEO
Full Spectrum Plumbing, Inc.

Proposal Acceptance

The above proposal is hereby accepted as indicated by signature below. The undersigned agrees to all Scope of Work and Terms and Conditions specified herein and agree to remit payment as specified above.

(Signature)

(Date)

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Email: _____

CA License #: _____



General Engineering Contractor

August 14, 2023

Mr. Jeff Barrow
Inland Valley Development
Agency 1601 E. Third Street,
Suite 100 San Bernardino, CA
92408

Re: Proposal for Water Line Repair/Installations
1111 Mills Road, San Bernardino, CA

Attn: Mr. Jeff Barrow

As requested, the following proposal is provided and shall include the following:

- Remove and dispose of existing 4" backflow at Mills Ave
- Tie into existing 4" line at Mills, install (2) new 3" City of SB approved backflow devices (attached Spec), install PCC pads, cages excluded
- Sawcut, remove and dispose of approx. 60 lf x 1.5' wide of AC parking lot
- Install approximately 100' 4" C 900 pipe at parking lot and tie into existing 3" backflow on west side of building
- Install approx. 300' 4" C 900 from existing backflow into cooling plant
- Cooling pipe to be installed beneath existing CMU wall, installed below grade to copper lines on south side of coolers
- Tie new C 900 pipe into copper piping at cooling plant as directed
- Replace approx. 30 sf of PCC sidewalk adjacent cooling plant
- Install new 6" AC section at parking lot, over existing native materials, subgrade compacted as directed
- Test and certify new backflow devices, extent of chlorination/testing of lines unknown and to be determined by IVDA

Exclusions: Permits, engineering, soil testing, import, removal of subsurface debris, removal of unsuitable material, removal of hazardous materials, removal of any underground obstruction, the location, removal/relocation of any underground utility, survey, overhead obstructions, rock excavation, encountering of groundwater, instrumentation, water meters, testing as required by local jurisdiction and/or Fire Dept for building tie-ins, any shutdown of cooling plant, and startup.

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to the standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. Payments to be received within 15 days of invoice with no retention held.

Notes:

- Pricing is based on prevailing wage, non-union workers. We are signatory to the Carpenters Union Only.

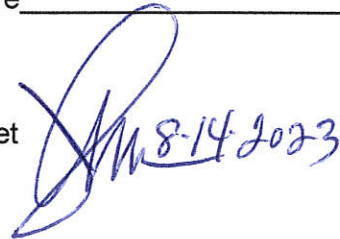
PROPOSED PRICE: \$ 123,000.00

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

Price Provided by John Risch 626-533-7030; john@laeng.net

A handwritten signature in blue ink, appearing to be "John Risch", with the date "8-14-2023" written next to it.



Model 375AST

Reduced Pressure Principle Assembly

Application

Designed for installation on potable water lines to protect against both backsiphonage and backpressure of contaminated water into the potable water supply. The Model 375AST provides protection where a potential health hazard exists. Ideal for use where lead-free* valves are required.

Standards Compliance

- ASSE® Listed 1013
- AWWA Compliant C511 (with gates only), and C550
- FM® Approved
- UL® Classified
- C-UL® Classified
- CSA® Certified B64.4
- cUPC® Listed
- Approved by the Foundation for Cross Connection Control and Hydraulic Research at the University of Southern California
- Meets the requirements of NSF/ANSI/CAN 61*
*(0.25% MAX. WEIGHTED AVERAGE LEAD CONTENT)

Materials

Main Valve Body	304L Stainless steel
Access covers	304L Stainless steel
Coatings	FDA Approved electrostatic epoxy finish
Internals	Stainless steel, 300 Series NORLYL™
Fasteners & Springs	Stainless Steel, 300 Series
Seal rings	EPDM (FDA approved)
O-rings	Buna Nitrile (FDA approved)
Sensing line	Stainless Steel, braided hose

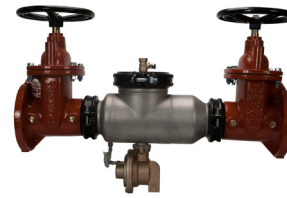
Features

Sizes:	2 1/2", 3", 4", 6", 8", 10"
Maximum working water pressure	175 PSI
Maximum working water temperature	140°F
Hydrostatic test pressure	350 PSI
End connections	
(Grooved for steel pipe)	AWWA C606
(Flanged bolt pattern)	ASME B16.42 Class 150

Dimensions & Weights (do not include pkg.)

MODEL 375AST SIZE	WEIGHT													
	WITH- OUT GATES		WITH NRS GATES (GXF)		WITH OS&Y GATES (GXF)		WITH NRS GATES (GXG)		WITH OS&Y GATES (GXG)		WITH BUTTERFLY VALVES (GXG)		WITH BUTTERFLY VALVES (GXF)	
in. mm	lbs. kg	lbs. kg	lbs. kg	lbs. kg	lbs. kg	lbs. kg	lbs. kg	lbs. kg	lbs. kg	lbs. kg	lbs. kg	lbs. kg	lbs. kg	lbs. kg
2 1/2 65	41 19	102 46	120 54	92 42	110 50	87 39	97 44							
3 80	42 19	119 54	137 62	107 49	125 57	91 41	104 47							
4 100	43 20	176 80	212 96	156 71	192 87	95 43	117 53							
6 150	71 32	288 130	346 157	258 117	316 143	158 71	188 85							
8 200	177 80	579 263	661 300	539 244	607 275	361 164	407 185							
10 250	177 80	784 356	880 399	732 332	822 373	458 208	516 234							

MODEL 375AST SIZE	DIMENSION (approximate)																								
	A		A WITH BUTTERFLY VALVES		B LESS GATE VALVES		C		D		E NRS GATE		E OS&Y OPEN		E OS&Y CLOSED		E WITH BUTTERFLY VALVES		F		G		H		
in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm		
2 1/2	65	31 7/8	810	28 3/4	730	16 5/8	422	4 1/2	114	7 1/4	184	11 1/2	292	17 3/4	451	15 3/8	391	8 1/4	210	9 3/4	248	8 5/8	219	42	1067
3	80	32 7/8	835	29 3/8	746	16 5/8	422	4 1/2	114	7 1/4	184	12 3/4	324	20 1/4	514	17	432	8 1/4	210	9 3/4	248	8 5/8	219	43 1/2	1105
4	100	34 7/8	886	30 1/4	768	16 5/8	422	4 1/2	114	8	203	14 1/2	368	22 1/2	572	18 1/4	464	9	229	9 3/4	248	8 5/8	219	50	1270
6	150	43 1/2	1105	36 1/2	927	22 1/4	565	5 1/2	140	10	254	18	457	30 1/2	775	24 1/4	616	10 1/4	260	10 3/4	273	11 1/4	286	61 5/8	1565
8	200	52 3/4	1340	45 3/4	1162	29 1/2	749	9 1/4	235	11	279	21 1/8	537	37	940	28 1/2	724	18 1/2	470	15 5/8	397	13 1/4	337	77 1/8	1959
10	250	55 3/4	1416	49 3/4	1264	29 1/2	749	9 1/4	235	12	305	24 3/4	629	45 5/8	1159	34 3/4	883	18 1/2	470	15 5/8	397	13 1/2	343	85 3/8	2169



Options (Suffixes can be combined)

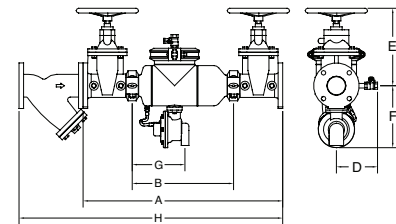
- ☐ - with flanged end NRS gate valves (standard)
- ☐ FSC - with epoxy coated wye type strainer (flanged only)
- ☐ G - with grooved end NRS gate valves
- ☐ GF - with grooved inlet gate connection and flanged outlet gate connection
- ☐ FG - with flanged inlet gate connection and grooved outlet gate connection
- ☐ OSY - with flanged end OS&Y gate valves
- ☐ OSYG - with grooved end OS&Y gate valves
- ☐ BG - with grooved end butterfly valves with integral supervisory switches
- ☐ BF - with flanged end butterfly valves with integral supervisory switches

*New Connected Products. Search [ZCSM-PF](https://www.zurn.com/ZCSM-PF) on [Zurn.com](https://www.zurn.com) for details.

Accessories

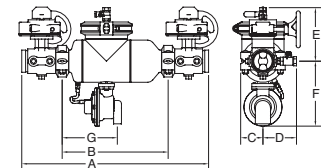
- ☐ Connected Pressure Monitor (Model ZCSM-PF)*
- ☐ Connected Flow Meter Option (Model ZCSM-BTM must be ordered with Model ZCSM-PF)*
- ☐ Repair kit (rubber only)
- ☐ Thermal expansion tank (Model XT)
- ☐ OS & Y Gate valve tamper switch (OSY-40)
- ☐ Air gap (Model AG)
- ☐ QT-SET Quick Test Fitting Set
- ☐ Wireless Monitor Retrofit Kit for conversion of existing model 375 (212-6-RFK-375W1, 8-10-RFK-375W1)

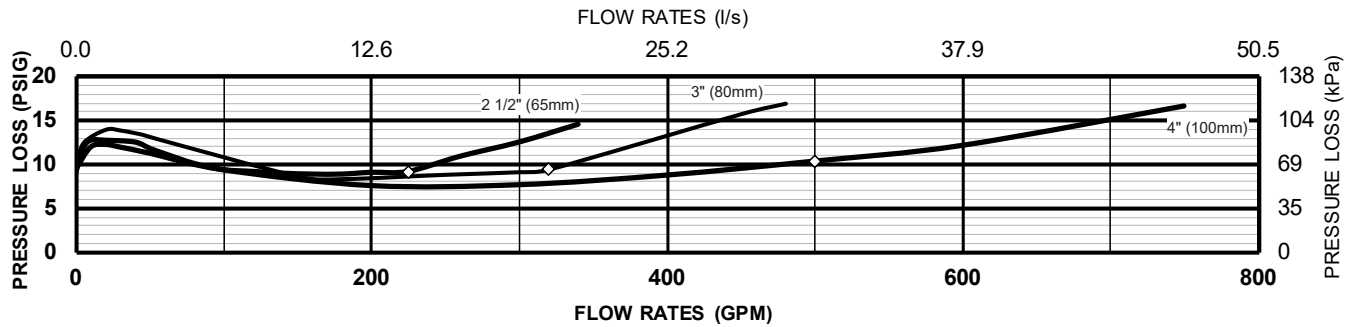
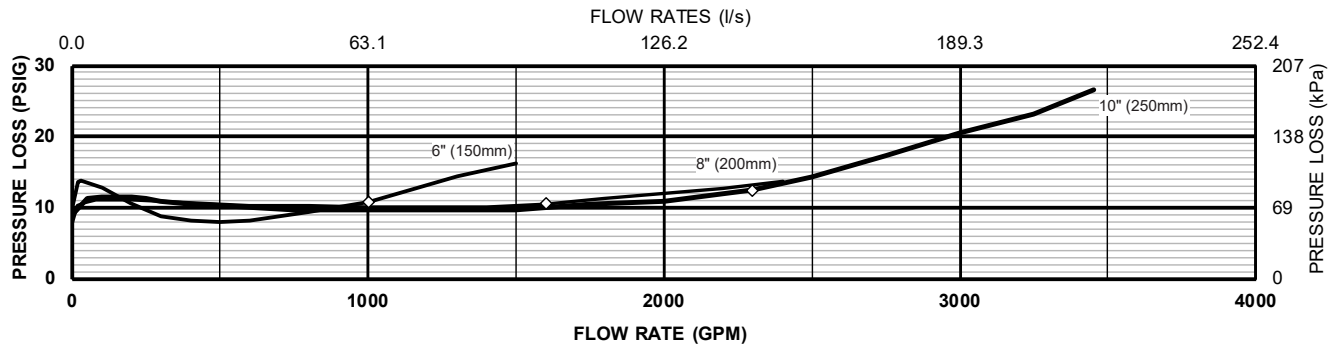
MODEL
375AST
with NRS &
FSC option



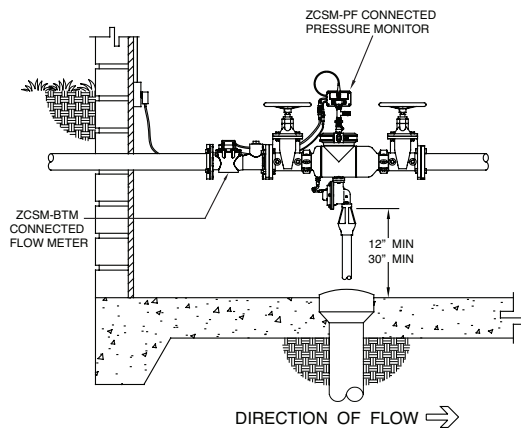
MODEL
375AST with
BG option

Relief Valve
discharge port:
2 1/2" - 6" - 2.75 sq. in.
8" - 10" - 3.69 sq. in.

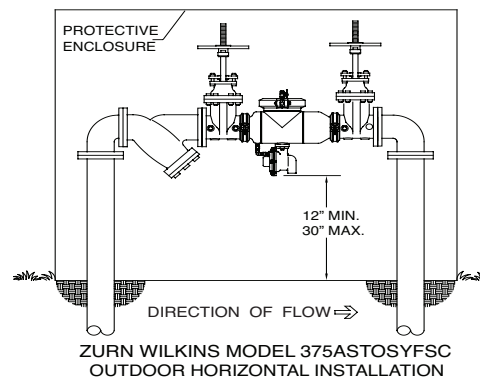


MODEL 375AST 2 1/2", 3" & 4" (STANDARD & METRIC)**MODEL 375AST 6", 8" & 10" (STANDARD AND METRIC)****Typical Installation**

Local codes shall govern installation requirements. Unless otherwise specified, the assembly shall be mounted at a minimum of 12" (305mm) and a maximum of 30" (762mm) above adequate drains with sufficient side clearance for testing and maintenance. The installation shall be made so that no part of the unit can be submerged.

**INDOOR INSTALLATION**

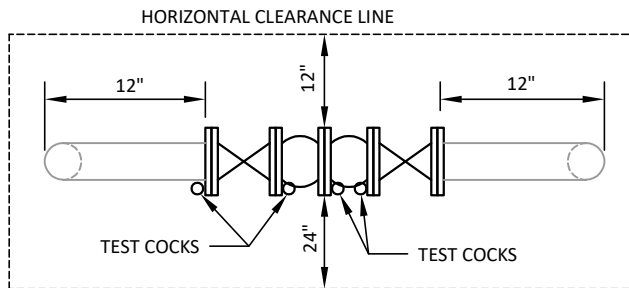
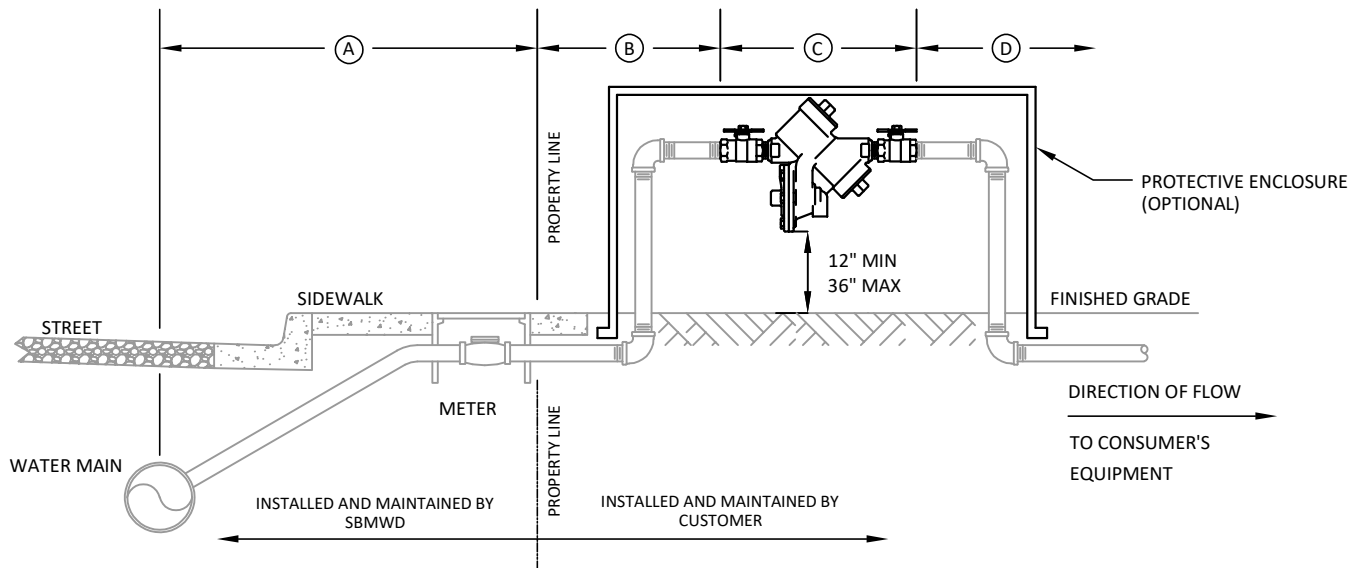
(375AST with ZCSM-PF Connected Pressure Monitor and ZCSM-BTM Connected Flow Meter accessories)



Capacity thru Schedule 40 Pipe (GPM)				
Pipe size	5 ft/sec	7.5 ft/sec	10 ft/sec	15 ft/sec
2 1/2"	75	112	149	224
3"	115	173	230	346
4"	198	298	397	595
6"	450	675	900	1351
8"	780	1169	1559	2339
10"	1229	1843	2458	3687
12"	1763	2644	3525	5288

Specifications

The Reduced Pressure Principle Backflow Prevention Assembly shall be certified to NSF/ANSI/CAN 61, ASSE® Listed 1013, and supplied with full port gate valves. The main body and access cover shall be 304L Stainless Steel, the seat ring and check valve shall be NORLYL™, the stem shall be stainless steel (ASTM A 276) and the seat disc elastomers shall be EPDM. The checks and the relief valve shall be accessible for maintenance without removing the device from the line. The Reduced Pressure Principle Backflow Prevention Assembly shall be a ZURN WILKINS Model 375AST.



- (A) INSTALL SERVICE LATERAL, EQUIPMENT AND METER PER SBMWD STD DWG NO. _____. LOCATION IS SUBJECT TO APPROVAL BY WATER QUALITY CONTROL.
- (B) IF GIVEN A WAIVER TO INSTALL A BACKFLOW ASSEMBLY A CERTAIN DISTANCE FROM THE METER, THEN THE PIPING SHALL BE EXPOSED FROM THE SERVICE METER TO THE BACKFLOW ASSEMBLY WITH NO TEES OR CONNECTIONS, AND ENCASED IN A TWO SACK SLURRY MIX. THE WORK SHALL BE WITNESSED AND APPROVED BY WATER QUALITY CROSS-CONNECTION CONTROL.
- (C) THE ASSEMBLY SHALL BE INSPECTED AND APPROVED BY SBMWD IMMEDIATELY AFTER INSTALLATION. THE ASSEMBLY MUST BE TESTED BY A CERTIFIED BACKFLOW TESTER.
- (D) INSTALLED AND MAINTAINED BY CONSUMER PER CITY OF SAN BERNARDINO BUILDING AND SAFETY SPECIFICATIONS.

NOTES:

1. THE ASSEMBLY MUST BE INSPECTED AND APPROVED BY SBMWD IMMEDIATELY AFTER INSTALLATION. THE ASSEMBLY MUST BE TESTED BY A CERTIFIED BACKFLOW TESTER, ISSUED BY THE ADMINISTRATIVE AUTHORITY HAVING JURISDICTION.
2. NO CONNECTIONS, STRAINERS, OR TEES ARE PERMITTED BETWEEN THE METER AND BACKFLOW PREVENTER.
3. PRIOR TO INSTALLATION OF THE ASSEMBLY, THE WATER SERVICE SHALL BE FLUSHED.
4. A MANIFOLD CONNECTION WITH DUPLEX UNITS SHOULD BE INSTALLED IF AN UNINTERRUPTED SUPPLY OF WATER IS NECESSARY.
5. A PRESSURE RELIEF VALVE MAY NEED TO BE INSTALLED DOWNSTREAM OF THE REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY PER SEC. 1007 OF THE UNIFORM PLUMBING CODE, AND/OR AS REQUIRED BY SBMWD.
6. SWAB INTERIOR OF PIPE, VALVES, AND FITTINGS, AND SWAB INTERIOR OF EXISTING MAINS TO WHICH NEW PIPING WILL BE CONNECTED (BOTH UPSTREAM AND DOWNSTREAM OF THE NEW BACKFLOW ASSEMBLY) WITH A 5% SODIUM HYPOCHLORITE SOLUTION. AFTER DISINFECTION, FLUSH WITH POTABLE WATER AGAIN UNTIL WATER IS FREE OF CHLORINE ODOR.
7. BEGINNING JANUARY 1, 2010, STATE LAW PROHIBITS THE INTRODUCTION INTO COMMERCE OF ANY BACKFLOW PREVENTERS, PIPE, PLUMBING FITTING, OR FIXTURE INTENDED TO CONVEY OR DISPENSE WATER FOR HUMAN CONSUMPTION THAT CONTAIN LEAD PRODUCTS. HOWEVER, SERVICE SADDLES, BACKFLOW PREVENTERS FOR NON-POTABLE SERVICES SUCH AS IRRIGATION AND INDUSTRIAL, AND WATER DISTRIBUTION MAIN GATE VALVES THAT ARE TWO INCHES IN DIAMETER AND ABOVE ARE EXCLUDED (AB 1953, CHAN LEAD PLUMBING).
8. ANY BACKFLOW RELATED INSTALLATION AND/OR REPLACEMENT, INCLUDING PARTS, SHALL ADHERE TO THE MOST CURRENT UNIVERSITY OF SOUTHERN CALIFORNIA (USC) FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH STANDARDS.

REVISION DATE: 6/12/2013

F.D.L.	JUN. 13	SAN BERNARDINO MUNICIPAL WATER DEPARTMENT TYPICAL INSTALLATION OF REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY		DRAWING NUMBER
F.D.L.	JAN. 13			SBMWD
F.D.L.	FEB. 12			W4.1
F.D.L.	SEPT. 11			
REVISION	DATE	APPROVED	DATE	
SCALE:	NONE	 WARREN HUANG, P.E. RCE 49208		

AGREEMENT BETWEEN AGENCY AND CONTRACTOR

THIS AGREEMENT made in **three (3)** copies on this August 18, 2023, BY AND BETWEEN **INLAND VALLEY DEVELOPMENT AGENCY**, San Bernardino County, California, hereinafter called the AGENCY and

LOS ANGELES ENGINEERING INC., hereinafter called the CONTRACTOR. (CONTRACTOR's License No. 591176).

WITNESSETH: That the AGENCY and CONTRACTOR for the considerations hereinafter named agree as follows:

ARTICLE 1 - SCOPE OF THE WORK: CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction as indicated on the drawings and as described in the Project Manual for the complete project at:

DFAS 1 UG WATER SUPPLY PROJECT

and shall do everything required by the Agreement, the General Conditions of the Contract for Construction, General Project Requirements, Technical Specification Sections and Drawings and Addenda, all of which are incorporated herein by reference and made a part of this Agreement.

ARTICLE 2 - TIME FOR PROJECT COMPLETION: All work under this Contract shall be completed within a period of **21 Calendar Days** commencing with the Start Date indicated in the written Notice to Proceed received from the AGENCY and all work under this contract shall be performed in accordance with construction schedule and completed on or before completion date.

ARTICLE 3 - THE AGREEMENT SUM: The AGENCY shall pay the CONTRACTOR for the performance of this Contract, subject to the additions and deductions provided herein, the sum of:

ONE HUNDRED AND TWENTY-THREE THOUSAND DOLLARS AND ZERO CENTS

(\$123,000.00)

ARTICLE 4 – REGISTRATION FOR PUBLIC WORKS AND CERTIFICATIONS:

A. CONTRACTOR acknowledges that this is a contract for a “public work”. No contractor or subcontractor may be awarded a contract for public work on a public works contract unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR and all subcontractors are required to be registered and qualified pursuant to California Labor Code Section 1725.5 to perform work on public work projects at all times during the term of this Contract. CONTRACTOR certifies to AGENCY that CONTRACTOR and all subcontractors performing work on the project are registered and qualified to work on public works contracts.

B. Certifications of compliance with requirements for Worker's Compensation (Attachment No. 1 to Agreement), Drug-Free Work Place (Attachment No. 2 to Agreement), and Prevailing Wage Certification (Attachment No. 3 to Agreement) are hereby made a part of this Agreement.

C. CONTRACTOR shall post on the job site all notices as prescribed by applicable regulations.

ARTICLE 5 – PROGRESS PAYMENTS:

A. On or before the twenty-fifth (25th) day of each calendar month during the progress of the portion of the work for which payment is being requested, the CONTRACTOR shall submit for each Progress Payment using original AIA (American Institute of Architects) G702 and G703 completely filled out to the AGENCY an itemized application for payment for operations completed in accordance with the schedule of values. All work will be billed on the AGENCY's standard pay application.

B. Within thirty (30) calendar days after receipt of an undisputed and properly submitted request for payment, CONTRACTOR shall be paid a sum equal to ninety-five percent (95%) of the value of the work performed up to the last day of the previous month, less the aggregate of previous payments. For purposes of this Article, a payment request is not considered late if payment is beyond thirty (30) calendar days if the payment request is delayed due to an audit inquiry by the financial officer of the AGENCY or any county or government agency included in the processing of the payment request. The value of the work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the CONTRACTOR, or any bondsman, from damages arising from such work or from enforcing each and every provision of this contract and the AGENCY shall have the right subsequently to correct any error made in any estimate for payment.

C. An approved request for payment, a progress payment or partial or entire use or occupancy of the project by the AGENCY shall not constitute acceptance of work.

D. AGENCY shall have the right, if necessary for the protection of the AGENCY, to issue joint checks made payable to the CONTRACTOR and subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the AGENCY and a subcontractor of any tier, any obligation from the AGENCY to such subcontractor, or rights in such subcontractor against the AGENCY.

E. No later than seven (7) calendar days after receipt, pursuant to Public Contract Code 7107, the CONTRACTOR shall pay to each subcontractor, out of the amount paid to the CONTRACTOR on account of such subcontractor's portion of the work, the amount to which said subcontractor is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such subcontractor's portion of the work. The CONTRACTOR shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner.

ARTICLE 6 – RETENTION:

A. Pursuant to Public Contract Code 7201 the retention amount withheld is five percent (5%) of the total value of the contract or work performed. The retainage, less any amounts disputed by the AGENCY or which the AGENCY has the right to withhold, shall be paid no later than sixty (60) calendar days after the acceptance of the work and recording of the notice of completion by AGENCY. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the CONTRACTOR to perform, in accordance with the terms and conditions of the contract documents, except as provided to the contrary in any escrow agreement between the AGENCY and the CONTRACTOR pursuant to Public Contract Code § 22300.

B. Pursuant to Public Contract Code Section 22300, CONTRACTOR has the option to deposit securities with an escrow agent approved by the AGENCY as a substitute for retention earnings

withheld by the AGENCY to ensure performance.

ARTICLE 7 – PAYMENT AND PERFORMANCE BONDS: CONTRACTOR shall apply for and furnish a performance bond in the form of Attachment No. 4 and a payment bond in the form of Attachment No. 5 which shall cover 100% faithful performance of and payment of all obligations arising under this Contract and guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. To the extent, if any, that the contract price is increased in accordance with the contract documents, the amount of the bonds provided by the CONTRACTOR shall be increased automatically and accordingly and the CONTRACTOR shall promptly deliver satisfactory evidence of such increase to the AGENCY. To the extent available, the bonds shall further provide that no change or alteration of the contract documents (including, without limitation, an increase in the contract price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the CONTRACTOR will release the surety. If the CONTRACTOR fails to furnish the required bond, the AGENCY may terminate the contract for cause.

ARTICLE 8 - HOLD HARMLESS AGREEMENT: To the fullest extent permitted by law, the CONTRACTOR agrees to and does hereby indemnify, defend and hold harmless the AGENCY and each of their officers, agents, employees, and consultants (including the AGENCY's architects and engineers) from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever (including, but not limited to attorneys' fees and costs including fees of consultants) which may be incurred by reason of:

- A. Liability for damage for death or bodily injury to persons or injury to property sustained by the CONTRACTOR or any other person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the AGENCY, or each of their officers, agents or independent CONTRACTORS who are directly employed by the AGENCY or for defects in design furnished by such persons.
- B. Any injury to or death of persons or damage, loss or theft of any property, sustained by any person, firm, or corporation, including the AGENCY, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on AGENCY property or not, except for liability for damages which result from the sole negligence or willful misconduct of the AGENCY, its officers, employees, agents or independent CONTRACTORS who are directly employed by the AGENCY, or for defects in design furnished by such persons.
- C. Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors, suppliers, sureties, including, but not limited to, any stop notice actions.

The CONTRACTOR, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the AGENCY, and each of their officers, agents, employees or consultants on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the AGENCY, and each of their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 9 – PREVAILING WAGES

- A. Wage rates for this project shall be in accordance with the General Wage Determination made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, et seq., for San Bernardino County. Wage rates shall conform to those posted in the AGENCY Office.

- B.** The following labor code sections are hereby referenced and made a part of this agreement and are set forth in detail in Exhibit "B" attached hereto:
1. Section 1735, Anti-Discrimination Requirements.
 2. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
 3. Section 1776, Payroll Records.
 4. Section 1777.5 and 1777.6, Apprenticeship Requirements.
 5. Section 1810 and 1811, Working Hour Restrictions.
 6. Section 1813, Penalty for Failure to Pay Overtime.
 7. Section 1815, Overtime Pay.
- C.** The CONTRACTOR shall provide Certified Payroll to the AGENCY upon written request, or if so requested by the AGENCY with each Application for Payment. If AGENCY has previously required Certified Payroll Records to be provided with each Application for Payment then submission of Certified Payroll Records as well as all related or subsequent requests for supporting documents made by the AGENCY shall be a condition precedent to receipt of progress, final, and or/retention payments on the Project. If the AGENCY has requested or otherwise required Certified Payroll Records the AGENCY may withhold any portion of the progress and/or final payments up to and including the entire payment until the Certified Payroll Records requirements is met by the CONTRACTOR. If the CONTRACTOR is determined to have failed to pay workers in compliance with the applicable prevailing wage sections of the Labor Code the AGENCY shall continue to withhold progress, final, or retention payments until sufficient funds have been withheld for payment of wages to workers and all applicable penalties.
- D.** The CONTRACTOR shall further comply with the requirements of Section 1771.4 of the California Labor Code to furnish directly to the Labor Commissioner on a monthly basis certified payroll records and other records specified in Section 1776 of the California Labor Code.
- E.** Forfeiture for Failure to Comply with Written Record Request. The CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of a written notice requesting Certified Payroll Records or supporting documents. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the AGENCY forfeit one hundred dollars (\$100) per day under Labor Code 1776 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards ("DAS") or the Department of Labor Standards and Enforcement ("DLSE"), these penalties shall be withheld from progress payments then due. A CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- F.** Mandatory Attendance at Pre-Job Conference: CONTRACTOR and subcontractors are required to attend the AGENCY's Pre-Job Conference. At the Pre-Job Conference, Labor Compliance requirements will be explained and reviewed. CONTRACTOR and subcontractors are required to sign the sign in sheet to verify attendance of the Pre-Job Conference.
- G.** CONTRACTOR acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE 10 – WORKERS’ COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall secure the payment of compensation to its employees. Prior to performing work under this contract, CONTRACTOR shall sign and file with AGENCY a "Certificate Regarding Workers Compensation", which includes the following: "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."

ARTICLE 11 - RECORD AUDIT: In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 12 – PERFORMANCE OF WORK / DELAY:

A. In the event said CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Contract in a diligent and workmanlike manner, and if the CONTRACTOR for a period of two (2) calendar days after receipt of written demand from AGENCY to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said two (2) calendar days, fails to continue to do so, then the AGENCY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the AGENCY to another CONTRACTOR, or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the AGENCY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the AGENCY, or the CONTRACTOR shall pay the AGENCY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the AGENCY.

B. The CONTRACTOR shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of the work due to unforeseeable causes beyond the control and without the fault or the negligence of CONTRACTOR, including, but not restricted to, acts of god, acts of public enemy, acts of government, acts of the AGENCY or anyone employed by it, acts of another CONTRACTOR in performance of a contract (other than this contract) with the AGENCY, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather or delays of subcontractors due to such causes.

C. The CONTRACTOR shall within five (5) days of the beginning of any delay in the prosecution of the work notify the AGENCY in writing of causes of delay. AGENCY will then ascertain the facts and extent of the delay and grant an extension of time for completing the work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the work directly affected by the delay and CONTRACTOR shall have no right to an extension of time for performance of any other portion of the work not so affected. The sole remedy of CONTRACTOR for extensions of time under Article shall be an extension of the contract time at no cost to the AGENCY.

ARTICLE 13 - NO CHANGES WITHOUT AUTHORIZATION: There shall be no change whatsoever
DFAS 1 UG WATER SUPPLY PROJECT Agreement between AGENCY and Contractor

in the drawings, specifications, or in the work without an executed change order, construction change directive, or order by the AGENCY or authorized representative for a minor change in the work as herein provided. The AGENCY shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the drawings and specifications unless the same shall have been authorized by and the cost thereof approved in writing by change order or executed construction change directive. No extension of time for performance of the work shall be allowed hereunder unless claim for such extension is made at the time changes in the work are ordered, and such time duly adjusted in writing in the change order. Change orders shall only become effective when executed by the AGENCY and the CONTRACTOR and, if required, approved by the AGENCY governing board.

ARTICLE 14 - CLOSE OUT / FINAL PAYMENT

A. When the CONTRACTOR considers that the work, or a portion thereof which the AGENCY agrees to accept separately, is complete, the CONTRACTOR shall notify the AGENCY and the AGENCY shall inspect the work and prepare and submit to the CONTRACTOR a comprehensive list of minor items to be completed or corrected (punch list). The CONTRACTOR and/or its subcontractors shall proceed promptly to complete and correct items on the list. Any failure by the AGENCY to include an item on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the contract documents.

B. When the work, or designated portion thereof, is complete (including all punch list items), the AGENCY will prepare a notice of completion which shall establish the date of completion, establish the responsibilities of the AGENCY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance and fix the time within which the CONTRACTOR shall finish all items on the list accompanying the notice of completion. Warranties required by the contract documents shall commence on the date of completion of the work or designated portion thereof, unless otherwise provided in the notice of completion. The notice of completion shall be submitted to the AGENCY and the CONTRACTOR for their written acceptance of responsibilities assigned to them in such notice.

C. Final payment, constituting the entire unpaid balance of the agreement sum together with all retentions shall be paid by the AGENCY to the CONTRACTOR within 60 days after completion of the work as defined in California Public Contract Code § 7107.

D. If more than two (2) requests of the AGENCY to make inspections under this under paragraph A above, the cost of any additional inspection shall be considered an additional service of AGENCY and all subsequent costs will be invoiced to CONTRACTOR and withheld from remaining payments.

ARTICLE 15 – INSURANCE: Before the commencement of the work, the CONTRACTOR shall purchase from and maintain, in a company or companies lawfully authorized by the State of California, Department of Insurance, to do business in California either i) as admitted carriers or ii) as approved for the List of Eligible Surplus Line Insurers (“LESLI”), insurance as set forth under this Article. For Liability and Workers’ Compensation insurance, the insurance provider must also have an A.M. Best Rating of A VIII. The insurance shall protect the CONTRACTOR and AGENCY from claims set forth below, which may arise out of or result from the CONTRACTOR’s operations under the contract and for which the CONTRACTOR may be legally liable, whether such operations are by the CONTRACTOR, by a subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims for damages because of bodily injury, sickness, disease, or death of any person other than the CONTRACTOR's employees;
- B. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR or by another person;
- C. Claims for damages because of injury or destruction of tangible property, including loss of use resulting there from, arising from operations under the contract documents;
- D. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;
- E. Claims involving blanket contractual liability applicable to the CONTRACTOR's obligations under the contract documents, including liability assumed by and the indemnity and defense obligations of the CONTRACTOR and the subcontractors; and claims involving completed operations, independent Contractors' coverage, and broad form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, or excavating.
- F. Insurance Limits

1. CONTRACTOR's Liability Insurance

a. Worker's Compensation

State: California	Statutory
Voluntary Compensation (by any exempt entities):	Same as State Workers Compensation
Employer's Liability	Statutory
Benefits required by union labor contracts:	\$1,000,000.00 Each accident As applicable

- b. General Liability Insurance covering all operations performed by or on behalf of the CONTRACTOR providing coverage for bodily injury and property damage with limits of not less than the amounts set forth below per occurrence (can be combined single limit (CSL). The policy coverage shall include (i) premises operations and mobile equipment, (ii) products and completed operations, (iii) broad form property damage (including completed operations), (iv) explosion, collapse and underground hazards, (v) personal injury, and (vi) contractual liability.

1. Bodily Injury:

\$ 1,000,000.00	Each Occurrence
\$ 2,000,000.00	Aggregate

Or such great amounts as specified in the Agreement

2. Property Damage:

\$ 1,000,000.00	Each Occurrence
\$ 2,000,000.00	Aggregate

3. Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment and the CONTRACTOR shall continue to provide evidence of such coverage to the AGENCY on an annual basis during the aforementioned period.
4. Property Damage Liability Insurance shall include coverage for the following hazards:

X	X (Explosion)
X	C (Collapse)
X	U (Underground)
5. Contractual Liability (Hold Harmless Coverage): Include in CSL Form
 - a. Bodily Injury:

\$ 1,000,000.00	Each Occurrence
\$ 2,000,000.00	Aggregate
 - b. Property Damage:

\$ 1,000,000.00	Each Occurrence
\$ 2,000,000.00	Aggregate
6. Personal Injury (with Employment Exclusion deleted, if applicable):

\$1,000,000.00 per occurrence
Aggregate subject to CSL Aggregate
7. If the General Liability policy includes a General Aggregate, such General Aggregate shall be not less than \$2,000,000.00.

If CONTRACTOR's Contract (Total Bid Price) is expected to be more than \$500,000.00, the following excess liability coverage is required:

 - a. Umbrella Excess Liability:

\$ 2,000,000.00 (or such greater amount as provided in the Agreement) over primary insurance

\$ 10,000.00	Retention
--------------	-----------
 - b. Automobile Liability (owned, non-owned, hired):
 1. Bodily Injury: \$1,000,000.00 CSL

\$ 1,000,000.00	Each Person
\$ 1,000,000.00	Each Accident

2. Property Damage:

\$ 1,000,000.00 Each Occurrence

The CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against the AGENCY and its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR'S employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against the AGENCY.

The CONTRACTOR shall either include subcontractors of all tiers as insureds under its policies or the CONTRACTOR shall furnish separate certificates and endorsements for each subcontractor of all tiers to the AGENCY for review and approval. A "claims made" or modified "occurrence" policy shall not be acceptable to AGENCY.

The CONTRACTOR shall not commence work nor shall it allow any subcontractor to commence work under this contract until all required insurance, certificates, and additional insured endorsements have been delivered in duplicate to the AGENCY

ARTICLE 16 – CONTRACTOR'S LICENSE: CONTRACTOR must possess a **CLASS "A"** CONTRACTOR's License, issued by the State of California, which is current and in good standing.

ARTICLE 17 – CORPORATION IN GOOD STANDING: If CONTRACTOR is a corporation or other legal entity, the undersigned hereby represents and warrants that such entity is duly formed in good standing, and authorized to conduct business in the State of California, and that _____ whose title is _____, is authorized to act for and bind the corporation.

ARTICLE 18 – PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE 19 - LIQUIDATED DAMAGES: Pursuant to Government Code Section 53069.85, if the work is not completed by the Completion Date under Article 2 above it is understood, acknowledged and agreed that the AGENCY will suffer damage. It is therefore agreed that the CONTRACTOR will pay the AGENCY the sum of \$ 1,000.00 for each and every calendar day of delay beyond the Completion Date. CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not complete the work by the Completion Date and the AGENCY's acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding the time period to complete the work or liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the AGENCY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under other provisions of this Contract.

ARTICLE 20 - TRENCHES GREATER THAN FIVE (5) FEET DEEP: Pursuant to Labor Code § 6705, if this contract involves the excavation of any trench or trenches five feet or more in depth, the CONTRACTOR shall, in advance of excavation, submit to the AGENCY or to whomever AGENCY designates a detailed plan showing the design or shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the contract for completion of the work as set forth in the Project documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL-OSHA and a CAL-OSHA permit for such plan delivered to the AGENCY. (Labor Code § 6500; Health and Safety Code Section 17922.5).

ARTICLE 21 - TRENCHES OR EXCAVATION GREATER THAN FOUR (4) FEET BELOW THE SURFACE: Pursuant to Public Contract Code § 7104, when any excavation or trenching extends greater than four (4) feet below the surface:

A. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) material that the CONTRACTOR believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.

(2) subsurface or latent physical conditions at the site differing from those indicated.

(3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. The AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

C. In the event that a dispute arises between the AGENCY and the CONTRACTOR whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the AGENCY and the CONTRACTOR.

ARTICLE 22 – COMPONENT PARTS OF THE AGREEMENT: The Agreement entered into by this Agreement consists of the following Agreement Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

Notice Inviting Bids
All Bid Forms Submitted

Certification of Workers' Compensation and Insurances
Certification of Drug Free Workplace
Performance Bond
Labor and Materials Payment bond
Prevailing Wage Compliance Certification
Guarantee
General Project Requirements
Scope of Work Summary "EXHIBIT A"
Minimum Plumbing Facilities "EXHIBIT B"
Plans and Specifications
Change Orders
Shop Drawing Transmittals

All of the above named Agreement Documents are intended to be complementary. Work required by one of the above named Agreement Documents and to by others shall be done as if required by all.

ARTICLE 23 - ANTI-DISCRIMINATION: It is the policy of the AGENCY that in connection with all work performed under contracts, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, medical conditions, sexual orientation or marital status. The CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900 and Labor Code 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed for the work by the CONTRACTOR.

ARTICLE 24 - ASSIGNMENT OF ANTITRUST CLAIMS:

A. Public Contract Code Section 7103.5 provides that pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services or materials pursuant to the public works contract or the subcontract.

B. This assignment shall be made and become effective at the time the AGENCY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties. If the AGENCY receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code), the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AGENCY any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the AGENCY as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

C. Upon demand in writing by the assignor, the AGENCY shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the AGENCY has not been injured thereby or the AGENCY declines to file a court action for the cause of action.

ARTICLE 25 - CLAIMS / ALTERNATE DISPUTE RESOLUTION OF CLAIMS OF \$375,000.00 OR LESS

A. Claims by either party must be made within ten (10) calendar days after occurrence of the event giving rise to such claim or within ten (10) calendar days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Claims must be made by written notice. An additional claim made after the initial claim has been implemented by change order will not be considered. The failure of the CONTRACTOR to provide the required notice shall constitute an express waiver of any right to assert such claim, whether affirmatively or defensively.

B. Notwithstanding any other provision herein, claims of \$375,000.00 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contract Code § 20104, *et seq.* "Claim" for this purpose means a separate demand by the CONTRACTOR for a time extension, payment of money or damages arising from work done by or on behalf of the CONTRACTOR pursuant to the contract, for which payment is expressly provided, or the CONTRACTOR is otherwise entitled to, or an amount the payment of which is disputed by the AGENCY.

ARTICLE 26 - BACKGROUND CHECK: CONTRACTOR agrees to comply with a criminal background check of all employees upon request. CONTRACTOR shall conduct criminal background check of all employees and sub-CONTRACTORs employees. CONTRACTOR must provide the AGENCY with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, at AGENCY's sole discretion, termination of this Agreement.

ARTICLE 27 - DOCUMENT CONTROL PROGRAM: CONTRACTOR may be required (if implemented on this project) to utilize the AGENCY'S established standard, centralized, Internet-based document control program to record, attach, track and manager Transmittals, Requests for Information (RFIs), Submittals, Daily Reports, Meeting Minutes, Punch Lists and other documents as required. Software and training for the CONTRACTOR's document coordinator and managers will be provided by the AGENCY at no charge to the CONTRACTOR.

ARTICLE 28 - CONFLICT OF INTEREST – AGENCY REPRESENTATIVES. CONTRACTOR acknowledges that the AGENCY uses ethical business practices in the selection of its CONTRACTORS and in its other contracting practices. CONTRACTOR certifies that neither it nor its employees or agents have, with an intent to establish or maintain a business relationship with the AGENCY or any department thereof, provided any gift or sponsorship having a value of more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the AGENCY involved in the negotiation of this Agreement; (ii) any member of any department of the AGENCY procuring items or services from the CONTRACTOR under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the AGENCY. Further, CONTRACTOR certifies that neither it nor its employees or agents shall at any time in the future, with an intent to establish or maintain a business relationship with the AGENCY or any department thereof, provide any gift or sponsorship having more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the AGENCY involved in the negotiation of this Agreement; (ii) any member of any department of the AGENCY procuring items or services from the CONTRACTOR under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the AGENCY.

The CONTRACTOR acknowledges the obligations as set forth in this Article by the initials of the agent signing on behalf of the CONTRACTOR appearing below:

(initial here)

ARTICLE 29 - CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS: The CONTRACTOR represents and warrants that it has reviewed and is familiar with the governing provisions of the California
DFAS 1 UG WATER SUPPLY PROJECT

Agreement between AGENCY and Contractor

00200

Bid Issuance Set

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Government Code and the regulations promulgated there under by the Fair Political Practices Commission ("FPPC") regarding campaign contributions to appointed members of the governing body of the AGENCY. The CONTRACTOR further represents and warrants that neither the CONTRACTOR, nor any number of individuals employed by the CONTRACTOR or other contractors and Subcontractors of the CONTRACTOR, or any others acting on behalf of or in concert with the CONTRACTOR, have contributed to: (i) any member of the governing body of the AGENCY, (ii) any election committee of any member of the governing body of the AGENCY, (iii) any "friends of" election committee of any member of the governing body of the AGENCY, or (iv) any political action committee ("PAC") representing, acting with or on behalf of any member of the governing body of the AGENCY, an amount in the aggregate of more than Two Hundred Fifty and 00/100 Dollars (\$250.00) within the period commencing twelve (12) months prior to the date of the official action by the governing body of the AGENCY to approve this Agreement. The CONTRACTOR covenants and warrants that for the period of time commencing as of the date of the approval of this Agreement by the governing body of the AGENCY and for ninety (90) calendar days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the CONTRACTOR and other contractors and Subcontractors of the CONTRACTOR, or others action on behalf of or in concert with the CONTRACTOR, when aggregated with campaign contributions paid pursuant to the preceding sentence for the prior twelve (12) month period, shall be made to any member of the governing body who participated in the official action to approve this Agreement. Such \$250.00 limitation shall apply for the period of time commencing twelve (12) months prior to the date of the official action of the governing body of the AGENCY to approve this Agreement and for ninety (90) calendar days thereafter and all such campaign contributions within said fifteen (15) month period of time shall be aggregated for purposes of the FPPC rules and regulations. Any breach of this Article, whether intentional or unintentional, shall be deemed to be a material breach of this Agreement.

The CONTRACTOR acknowledges the obligations as set forth in this Article by the initials of the agent signing on behalf of the CONTRACTOR appearing below:

(initial here)

ARTICLE 30 - FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS: The provisions of this Article shall apply to the CONTRACTOR, its employees and/or agents providing or supervising the services to the AGENCY as set forth in this Agreement. The CONTRACTOR acknowledges and represents and warrants that the CONTRACTOR is aware of the requirements of the Fair Political Practices Commission ("FPPC") of the State of California, including the statutory requirements and the rules and regulations promulgated pursuant thereto, and the obligations and duties of third party contractors such as the CONTRACTOR to complete and timely submit the required FPPC reporting forms.

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

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

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

The CONTRACTOR acknowledges the obligations as set forth in this Article by the initials of the agent signing on behalf of the CONTRACTOR appearing below:

(initial here)

ARTICLE 31 - CONTRACTOR INTERESTS ADVERSE TO THE AGENCY: CONTRACTOR hereby represents that it has no interests adverse to the AGENCY or its individual member entities, at the time of execution of this Agreement. CONTRACTOR hereby agrees that, during the Term of this Agreement, the CONTRACTOR shall not enter into any agreement or acquire any interests detrimental or adverse to the AGENCY or its individual member entities. Additionally, CONTRACTOR hereby represents and warrants to AGENCY that CONTRACTOR and any partnerships, individual persons or any other party or parties comprising CONTRACTOR, together with each subcontractor who may hereafter be designated to perform services pursuant to this Agreement, do not have and, during the Term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual relationships of any nature or any other financial arrangements relating to the AGENCY, property over which the AGENCY has jurisdiction or any members or staff of the AGENCY that have not been previously disclosed in writing to AGENCY, and that any such property ownership interests, business interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the CONTRACTOR to perform the services to the AGENCY as set forth in this Agreement.

ARTICLE 32 - CONFIDENTIALITY OF MATERIALS AND INFORMATION: The CONTRACTOR shall keep confidential all reports, survey notes and observations, information, and data acquired or generated in performance of the services set forth in the Scope of Services, which the AGENCY designates confidential. None of such designated confidential materials or information may be made available to any person or entity, public or private, without the prior written consent of the AGENCY. CONTRACTOR shall safeguard and not disclose confidential information of the AGENCY including any of the following: (a) patient, trademark or copyright information; (b) personnel information; (c) matters of a technical nature; (d) matters of a business nature; and, (e) other information of a similar nature which is not generally disclosed by the AGENCY, referred to collectively hereafter as "Confidential Information." CONTRACTOR further agrees not to use Confidential Information except as may be necessary to perform the services identified in this Agreement for the AGENCY. Upon termination or expiration of this Agreement, or otherwise as requested by the AGENCY, CONTRACTOR shall promptly

deliver all Confidential Information to the AGENCY, if any, in whatever form, that may be in CONTRACTOR's possession or control.

ARTICLE 33 – ENTIRE AGREEMENT: The complete Agreement as set forth in Article 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the AGENCY.

_____	INLAND VALLEY DEVELOPMENT AGENCY
(CONTRACTOR)	(AGENCY)
By: _____	By: _____
	Michael Burrows
_____	Chief Executive Officer
Official Title	Official Title
Date: _____	Date: _____
Address	

Official Seal	

Attest:

Jennifer Farris
Clerk of the Board

Approved as to form and legal content

Mirau, Edwards, Cannon, Lewin & Tooke
A Limited Liability Partnership

By:_____

Michael Lewin

ATTACHMENT NO. 1 TO AGREEMENT

CERTIFICATE REGARDING WORKERS' COMPENSATION

Every employer, shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State of California.
- B. By securing from the Director of Industrial Relations, a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.
- C. For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations, a certificate of consent to self-insure against workers' compensation claims which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702 of the Labor Code.

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer, including subcontractors, 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.

CONTRACTOR

Signature

Printed Name

Official Title

ATTACHMENT NO. 2 TO AGREEMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code, Section 8350 et. seq. the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any public agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contractor or grant awarded by a public agency may be subject to suspension of payments or termination of the contract or grant and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990. I also understand that if the AGENCY determines that I have either (A) made a false certification herein, or (B) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

Contractor Signature

Printed Name

Official Title

Date: _____

ATTACHMENT NO. 3 TO AGREEMENT

CONTRACTOR PREVAILING WAGE COMPLIANCE CERTIFICATION

To: INLAND VALLEY DEVELOPMENT AGENCY
1601 East Third Street, San Bernardino, CA 92408

I hereby certify that I will comply with the State of California Public Works Contract Requirements and Department of Industrial Relations Wage Orders regarding wages, benefits, on site audits with 48-hour notice, payroll records and apprentice and trainee employment requirements.

CONTRACTOR

CONTRACTOR'S PRINCIPAL'S SIGNATURE

DATED

ATTACHMENT NO. 4 TO AGREEMENT

FAITHFUL PERFORMANCE BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the **INLAND VALLEY DEVELOPMENT AGENCY** (hereinafter referred to as "AGENCY") has awarded to AEC MORENO CORP, hereinafter designated as the "CONTRACTOR/PRINCIPAL" an agreement for the work described as follows:

DFAS 1 UG WATER SUPPLY PROJECT
(Hereinafter referred to as the "Public Work")

WHEREAS, the work to be performed by the CONTRACTOR/PRINCIPAL is more particularly set forth in that certain contract for the said Public Work dated _____, incorporated herein by this reference; and

WHEREAS, the CONTRACTOR/PRINCIPAL is required by said Contract to perform the terms thereof and to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, _____, the undersigned CONTRACTOR/PRINCIPAL and _____, Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the AGENCY in the sum of _____ DOLLARS (\$_____) said sum being not less than one hundred percent (100%) of the total amount payable by the said AGENCY under the terms of the said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounded CONTRACTOR/PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the AGENCY, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to AGENCY a reasonable attorney's fee to be fixed by the Court.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year or longer if required by the Contract Documents after the acceptance of the work by AGENCY, during which time if CONTRACTOR/PRINCIPAL shall fail to make full, complete, and satisfactory repair and

replacements and totally protect the AGENCY from loss or damage made evident during this period from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of CONTRACTOR/PRINCIPAL remains.

Whenever CONTRACTOR/PRINCIPAL shall be, and is declared by the AGENCY to be, in default under the contract, the AGENCY having performed the AGENCY's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the AGENCY's option:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the AGENCY, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to CONTRACTOR/PRINCIPAL by the AGENCY under the contract and any modifications thereto, less the amount previously properly paid by the AGENCY to the CONTRACTOR/ PRINCIPAL.

Surety expressly agrees that the AGENCY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the CONTRACTOR/PRINCIPAL.

Surety shall not utilize CONTRACTOR/PRINCIPAL in completing the contract nor shall Surety accept a bid from CONTRACTOR/PRINCIPAL for completion of the work if the AGENCY, when declaring the CONTRACTOR/PRINCIPAL in default, notifies Surety of the AGENCY's objection to CONTRACTOR's/PRINCIPAL's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the AGENCY named herein or the successors or assigns of the AGENCY. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the AGENCY and the CONTRACTOR/PRINCIPAL shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

CONTRACTOR/PRINCIPAL and Surety agree that if the AGENCY is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the AGENCY's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2021.

CONTRACTOR/PRINCIPAL:

Name

By: _____

Signature: _____

SURETY:

Signature: _____

The rate of premium on this bond is \$_____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 750 as amended).

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

STATE OF CALIFORNIA)

COUNTY OF

On this _____ day of _____, in the year 2021, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the _____ (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

ATTACHMENT NO. 5 TO AGREEMENT

PAYMENT BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the **INLAND VALLEY DEVELOPMENT AGENCY** (hereinafter referred to as "AGENCY") has awarded to AEC MORENO CORP, hereinafter designated as the "CONTRACTOR/PRINCIPAL" an agreement for the work described as follows:

DFAS 1 UG WATER SUPPLY PROJECT
(Hereinafter referred to as the "Contract")

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, pursuant to Section 9550 et seq. of the California Civil Code.

NOW, THEREFORE, we, _____, the undersigned CONTRACTOR/PRINCIPAL and _____, Surety, a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the **INLAND VALLEY DEVELOPMENT AGENCY** and to any and all persons, companies or corporations entitled to file stop notices under Section 9100 of the California Civil Code in the sum of _____ **DOLLARS (\$_____)**, said sum being not less than one hundred percent (100%) of the total amount payable by the said AGENCY under the terms of the said Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if, said CONTRACTOR/PRINCIPAL, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold and pay over to the Employment Development Department, any amounts required to be deducted, withheld and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part VI, Title III, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications or agreement

DFAS 1 UG WATER SUPPLY PROJECT

Payment Bond Form

00250

Bid Issuance Set

Page 1 of 3

pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the AGENCY and original CONTRACTOR/ PRINCIPAL or on the part of any obligee named in such bond, but the sole condition of recovery shall be that claimant is a person described in Section 9100 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

CONTRACTOR/PRINCIPAL:

Name

By: _____

Signature _____

SURETY:

By: _____

Attorney-In-Fact

Signature: _____

IMPORTANT: Surety companies executing Bonds must possess a certification of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

STATE OF CALIFORNIA

COUNTY OF _____

On this _____ day of _____, in the year 2021 before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the _____ (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto

ATTACHMENT NO. 6 TO AGREEMENT

COMPANY INFORMATION SHEET

[Updated February, 2013]

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 _____ day of _____, 2021, in _____, _____
COUNTY STATE

By: _____
Print Name: _____
Print Title: _____

LEGAL NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

TYPE OF BUSINESS (Check One):

- | | | | |
|--------------------------|---|--------------------------|---------------------------|
| <input type="checkbox"/> | CORPORATION | <input type="checkbox"/> | LIMITED LIABILITY COMPANY |
| <input type="checkbox"/> | PARTNERSHIP | <input type="checkbox"/> | JOINT VENTURE |
| <input type="checkbox"/> | INDIVIDUAL | | |
| <input type="checkbox"/> | INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME | | |
| <input type="checkbox"/> | OTHER _____ | | |

STATE OF INCORPORATION OR FORMATION:

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

Name	Title
_____	_____
_____	_____
_____	_____

[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]

COMPANY INFORMATION SHEET

SUBCONTACTOR/VENDOR

[One form must be submitted for each listed sub-contractor or vendor]

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 _____ day of _____, 2021, in _____ County, _____ State

By: _____
Print Name: _____
Print Title: _____

LEGAL NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

TYPE OF BUSINESS (Check One):

- | | | | |
|--------------------------|---|--------------------------|---------------------------|
| <input type="checkbox"/> | CORPORATION | <input type="checkbox"/> | LIMITED LIABILITY COMPANY |
| <input type="checkbox"/> | PARTNERSHIP | <input type="checkbox"/> | JOINT VENTURE |
| <input type="checkbox"/> | INDIVIDUAL | | |
| <input type="checkbox"/> | INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME | | |
| <input type="checkbox"/> | OTHER _____ | | |

STATE OF INCORPORATION OR FORMATION: _____

CONTRACTORS LICENSE NUMBER: _____

DIR REGISTRATION NUMBER: _____

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

Name	Title
_____	_____
_____	_____
_____	_____

[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]

ATTACHMENT NO. 7 TO AGREEMENT
GENERAL CONTRACTOR PROJECT CONTACT INFORMATION

Company Name: _____

Mailing Address: _____

Delivery Address, if different: _____

COMPANY CONTACTS

General Correspondence:	_____	Phone:	_____
	Name & Title	Fax:	_____
Billing & Pay Requests:	_____	Phone:	_____
	Name & Title	Fax:	_____
Field Issues/Coordination:	_____	Phone:	_____
	Name & Title	Fax:	_____
Proposal Requests & Change Order Pricing:	_____	Phone:	_____
	Name & Title	Fax:	_____
		Phone:	_____
Submittals:	_____	Fax:	_____
	Name & Title	Phone:	_____
RFI's:	_____	Fax:	_____
	Name & Title	Phone:	_____

24-Hour Emergency Contact

Name: _____
Title: _____
Phone #: _____
Pager #: _____

ATTACHMENT NO. 08 TO AGREEMENT

GUARANTEE

To: **INLAND VALLEY DEVELOPMENT AGENCY**

Project: **DFAS 1 UG WATER SUPPLY PROJECT**

We hereby guarantee all the work we will perform, install or construct, both labor and materials, on the above Project (whether listed below or not) and guarantee that such work will be done in accordance with the Project Drawings, Specifications, and other Contract Documents, and that the Work as installed/constructed will fulfill the requirements included in the Contract Documents.

The undersigned agrees to repair or replace, at no cost to the AGENCY, any or all of such work, together with any other adjacent work which may be displaced/damaged in connection with such replacement, that may prove to be defective in workmanship or material within the Guarantee Period, ordinary wear and tear and unusual abuse or neglect excepted.

The Guarantee Period shall commence on the date of completion as specified in the Notice of Completion approved by the AGENCY Board and shall continue for the longer of: (a) a period of one (1) year; (b) a period in excess of one (1) year, as specified or required in any Section of the Contract Documents; (c) the duration of a manufacturer's guarantee extending beyond one (1) year.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the AGENCY, but not later than ten (10) days after being notified in writing by the AGENCY of defects requiring correction pursuant to this guarantee, the undersigned authorizes the AGENCY to proceed to have said defects repaired/corrected and made good at the expense of the undersigned, which will pay all costs and charges therefore upon demand.

General Contractor or Subcontractor: _____

Name of Authorized Person to Sign for the above: _____

Signature of Authorized Person: _____

- Blue Line represents New 6in. Domestic Water Main

- 6in. Feed to Bldg.

- Line reduces 3in. to Feed Chiller

- New 3in. Irrigation & Domestic
Reduced Pressure Backflow

- Decicated 3in. Irrigation Main Line
- Connect into Outlet Piping of existing 3in.
Irrigation Backlow







TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 13

PRESENTER: Myriam Beltran, Manager of Planning & Programs

SUBJECT: APPROVE AN AMENDMENT TO THE COOPERATIVE AGREEMENT WITH THE CITY OF HIGHLAND AND THE SAN MANUEL BAND OF MISSION INDIANS FOR THE 3RD AND 5TH STREET PROJECT

SUMMARY

The City of Highland was awarded \$1.7 million in SB 1 funding from the State of California for the 3rd and 5th Street project currently under construction. This is a collaborative project between the IVDA, the City of Highland, and the San Manuel Band of Mission Indians. The proposed amendment acknowledges the award of the SB 1 funds which effectively reduces the project participants' local match contributions accordingly.

RECOMMENDED ACTION(S)

Approve an amendment to the Cooperative Agreement with the City of Highland and the San Manuel Band of Mission Indians for the 3rd and 5th Street project; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for this project was included in the approved Inland Valley Development Agency (IVDA) Fiscal Year 2023-24 budget in the Capital Projects Fund, Account 50253 - 3rd & 5th in the amount of \$3,270,050. This amendment conserves resources until needed for this project.

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

BACKGROUND INFORMATION

On August 9, 2017, the Inland Valley Development Agency (IVDA) Board approved the submission of a grant to the U.S. Department of Commerce, Economic Development Administration for the 3rd & 5th Street Corridor Improvements project and authorized the Chief Executive Officer as the authorized representative to execute all related documents for this project.

On October 22, 2019, the IVDA entered into a Cooperative Agreement with the City of Highland and San Manuel for the 3rd and 5th Street Corridors Improvement project as required by the U.S Department of Commerce, Economic Development Administration.

In addition to the federal funding for this project, the City of Highland received a State SB 1 Competitive LLP grant in the amount of \$1.7 million which will be applied as a match for the Economic Development Agency grant. Through this Amendment request, all parties agree the City of Highland will cover this project cost and seek reimbursement from California State Department of Transportation (Caltrans)/California Transportation Commission (CTC). Therefore, the City will not need to invoice this portion to the IVDA and Tribe. All other terms, conditions and provisions of the original Cooperative Agreement will remain in full force and effect.

Staff recommends approval of the above recommended action.

Attachments:

1. Site Map.
2. Form of Amendment.



INLAND VALLEY DEVELOPMENT AGENCY

3rd Street/5th Street Corridors Improvement (EDA Grant No. 07-01-07415) AERIAL EXHIBIT

Project limits —



**AMENDMENT TO COOPERATIVE AGREEMENT
BETWEEN SAN MANUEL BAND OF MISSION INDIANS, CITY OF HIGHLAND, AND
INLAND VALLEY DEVELOPMENT AGENCY
FOR THE 3RD STREET/5TH STREET CORRIDORS IMPROVEMENT PROJECT**

This Amendment to the Agreement for the 3rd Street/5th Street Corridors Improvement Project is made and entered into the 13th day of September 2023, by and between the San Manuel Band of Mission Indians (TRIBE), City of Highland (CITY), and Inland Valley Development Agency (IVDA).

The three parties entered into an Agreement on October 22, 2019, to work cooperatively for development and construction of a Public Works and Economic Development facilities project entitled 3rd Street/5th Street Corridors Improvement (Project).

The three parties' desire to mutually amend the Agreement regarding the use of the State SB-1 Competitive LPP grant awarded to the City.

THIS AMENDMENT ALTERS THE AGREEMENT AS FOLLOWS:

1. The Project has been awarded \$1,700,000 or approximately 18.09% of the Project construction cost related to SB-1 funds solely to the City and therefore, City agrees not needing to invoice this portion of the Project to the Tribe and IVDA.
2. The City shall seek reimbursement of SB-1 funds through California State Transportation of Transportation (Caltrans)/California Transportation Commission (CTC).
3. This portion of SB-1 funds remains as a matching cost for the Project related to the EDA fund.
4. All other terms, conditions, and provisions of the original agreement to the extent not modified by this Amendment, shall remain in full force and effect.

Except as expressly modified above, the terms of the original agreement dated October 22, 2019, shall control the respective rights and obligations of the parties hereto.

CITY OF HIGHLAND

SAN MANUEL BAND OF MISSION INDIANS

Larry McCallon, Mayor

By: _____

Print Name and Title

ATTEST:

INLAND VALLEY DEVELOPMENT AGENCY

Betty Hughes, City Clerk

By: _____
Michael Burrows, Chief Executive Officer



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 14

PRESENTER: Michael Lewin, Legal Counsel

SUBJECT: CONSIDER AND DISCUSS OPTIONS FOR PROVIDING TRANSLATION SERVICES FOR INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETINGS

SUMMARY

The IVDA Board instructed IVDA Legal Counsel to research options for providing translation services to members of the public attending IVDA Board Meetings and needing to either address the IVDA Board in Spanish or have IVDA Board discussions translated from English into Spanish for them to follow the discussion.

RECOMMENDED ACTION(S)

Consider and discuss options for providing language translation services at Inland Valley Development Agency (IVDA) Board Meetings and provide direction to IVDA Legal Counsel and Staff.

FISCAL IMPACT

None at this time.

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

BACKGROUND INFORMATION

At the IVDA Board Meeting on July 12, 2023, the Board directed IVDA Legal Counsel to research potential options for providing language translation services to members of the public attending IVDA Board meetings that either needed such assistance in addressing the IVDA Board or understanding the matters being discussed at the Board Meeting. The Board asked Legal Counsel to research both in person simultaneous translation options and the availability of automated translation software.

IVDA Legal Counsel and Clerk of the Board, Jennifer Farris, received a demonstration of automated translation from Wordly AI-Powered Translation. Wordly uses artificial intelligence software to provide live translation from multiple languages into both audio and written captions. The software allows users to receive the translation through an application that they can download on their phones and either read or hear the translation through headphones.

The written translation provided by Wordly is quite fast with only a few seconds of delay from the spoken words. The audio translation has a greater lag time, and while fairly fast does have a noticeable delay from the spoken words being translated. Wordly indicated that the translation is approximately ninety percent (90%) accurate. The percentage of accuracy can vary depending upon the subject matter being discussed, and technical terms and names have a larger error rate in the translation. The software has a glossary that can be programed to recognize names and specific terms that would increase the accuracy for those items.

Legal Counsel contacted several companies that provide live simultaneous translation services and received three (3) proposals. The following is a summary of the cost of translation services provided by those companies:

	Language Network	HTFM Language Services	CIT Cal Interpreting & Translations
Industry Specific Certified Interpreters Available?	YES	NO	YES
Half Day	YES	YES	YES
Half Day Number of Hours Included	3 Hours	3 Hours	4 Hours
Half Day Cost	\$890	\$1,050	\$1,600
Full Day	YES	YES	YES
Full Day Number of Hours Included	3 to 6 Hours	3 to 6 Hours	4 to 8 Hours
Full Day Cost	\$1,472	\$2,100	\$2,800

Equipment Available	YES	YES	YES
Transmitter Rental Price	\$155	\$100	\$90
Headset Rental Price	\$11 each minimum of 20	30 included with transmitter	\$10 each
Additional Equipment Required	none	none	\$550 tabletop booth \$90 interpreter control unit
Rush Order	less than 1 business day	less than 24 hours	less than 72 hours
Rush Order Fee	\$11 per hour	\$100 fee	20% fee
Cancellation Fee Charged if noticed is received	less than 24 hours prior	within 1 business day	3 business days
Travel Expenses	mileage billed at \$0.655/mi or IRS rate, whichever is greater	20 miles included with service 21+ miles are billed at the IRS rate	mileage, lodging, travel time and meals, are not included, they will do their best to hire local interpreters to reduce this cost. current CalHR rates shall apply
Estimated Potential Cost per HALF DAY meeting with 30 listening devices (not including travel expenses)	\$1,375	\$1,150	\$2,630.00
Estimated Potential Cost per FULL DAY meeting with 30 listening devices (not including travel expenses)	\$1,957	\$2,200	\$3,830.00

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

Attachments:

1. None.



TO: Inland Valley Development Agency Board

DATE: September 13, 2023

ITEM NO: 15

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) THROUGH DECEMBER 31, 2023

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, 2023.

FISCAL IMPACT

None. The proposed plan identifies staff resources for which funding is included in the General Fund of the adopted Inland Valley Development Agency (IVDA) Budget for Fiscal Year 2023/24.

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

BACKGROUND INFORMATION

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

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

For review and discussion.

Attachments:

1. IVDA Action Plan

December 31, 2023 – IVDA Focal Areas



JPA Obligations

UAS Center at SBD

Amended ROPS

Alliance-California Obligations

Northgate Development

Economic Development
Programs

3rd & 5th Street Corridor
Sterling Avenue

Grant Programs & Initiatives



Inland Valley Development Agency

Action Plan for IVDA (12/31/23)

Month	Key Initiative	Key Resources	Completion Date
July 2023	Updated Action Plan; UAS Center	IVDA Board & Committee, CEO, General Counsel, Director of Finance, Staff	July 31, 2023
August 2023	DFAS II Project; Sterling Avenue Design	IVDA Board & Committee, CEO, Director of Finance, Staff	August 31, 2023
September 2023	Prepare Amended ROPS; EDA CEDS Update	IVDA Board & Committee, CEO, Director of Finance, Staff	September 30, 2023
October 2023	Quarterly Financials; Economic Development Initiatives; 3 rd & 5 th Street Specific Plan Update	IVDA Board & Committee, Oversight Board, Director of Finance, Clerk of Board, Staff	October 31, 2023
November 2023	Report on Grant Programs & Legislative Initiatives	IVDA Board & Committee, CEO, Director of Finance, Staff	November 30, 2023
December 2023	Complete Annual Audit; Mid-Year Business Plan Progress Report	IVDA Board & Committee, CEO, Director of Finance, Staff	December 31, 2023

IVDA Action Plan – Implementation



September 2023

Sub-Initiative Status:



Incomplete

In Process

Completed

Amended ROPS
(IVDA Oversight Board)

Grant Program Report &
Initiatives

JPA and Interagency Revenues
and Resources

Alliance-California Obligations
Northgate Development
Gateway South Development

Economic & Community
Development Initiatives

3rd & 5th Street Corridor
Multi-Jurisdictional Specific Plan
Sterling Avenue

Mid-Year Business
Plan Progress Report

