

INLAND VALLEY DEVELOPMENT AGENCY

AMENDED REGULAR MEETING AGENDA

WEDNESDAY, OCTOBER 9, 2024

5:00 PM

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



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

Phillip Dupper, Chairperson

Mayor, City of Loma Linda

Frank J. Navarro, Vice-Chairperson

Mayor, City of Colton

Joe Baca, Jr., Secretary

Supervisor, County of San Bernardino

BOARD MEMBERS:

John Echevarria

Mayor Pro Tem, City of Colton

Rhodes Rigsby

Councilmember, City of Loma Linda

Helen Tran

Mayor, City of San Bernardino

Jesse Armendarez

Supervisor, County of San Bernardino

Juan Figueroa

Councilmember, City of San Bernardino

Sandra Ibarra

Councilmember, City of San Bernardino

ALTERNATE BOARD MEMBERS:

Vacant

City of Colton

Rhonda K. Spencer-Hwang

Councilmember, City of Loma Linda

Fred Shorett

Mayor Pro Tem, City of San Bernardino

Dawn Rowe

Supervisor, County of San Bernardino

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

ORDER OF BUSINESS - CLOSED SESSION

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

A. CALL TO ORDER / ROLL CALL

B. CLOSED SESSION PUBLIC COMMENT

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

C. CLOSED SESSION

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

- a. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: Portions of Former Norton AFB Building No. 58

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

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

D. REPORT ON CLOSED SESSION

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

ORDER OF BUSINESS - OPEN SESSION

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

E. ITEMS TO BE ADDED OR DELETED

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

F. CONFLICT OF INTEREST DISCLOSURE

1. POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF OCTOBER 9, 2024
[PRESENTER: Jillian Ubaldo, Clerk of the Board; **PAGE#: 006**]

G. INFORMATIONAL ITEMS

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

2. Informational Items

- 2a. INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER REPORT
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 014**]
- 2b. INFORMATIONAL ITEMS – REPORT ON THE INLAND VALLEY INFRASTRUCTURE CORRIDOR
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 015**]
- 2c. INFORMATIONAL ITEMS – REPORT ON SAN BERNARDINO INTERNATIONAL AIRPORTS CRUISING AT ALTITUDE 2024 EVENT
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 017**]

H. BOARD CONSENT ITEMS

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

3. RECEIVE REGISTER OF DEMANDS – SEPTEMBER 11, 2024
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 019**]

4. RECEIVE REGISTER OF DEMANDS – OCTOBER 9, 2024
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 024**]
5. RECEIVE AND FILE CASH REPORT FOR JULY 31, 2024 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 029**]
6. RECEIVE AND FILE CASH REPORT FOR AUGUST 31, 2024 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 032**]
7. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TACTICAL DRONE CONCEPTS FOR TRAINING SERVICES AT THE UAS CENTER AT SBD IN AN AMOUNT NOT TO EXCEED \$27,000
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 035**]
8. APPROVE THE FILING OF A NOTICE OF COMPLETION WITH AEC MORENO CORPORATION FOR THE DFAS 1: TRASH ENCLOSURE PROJECT AND AUTHORIZE THE RELEASE OF RETAINED FUNDS
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 051**]
9. ADOPT RESOLUTION NO. 2024-04 OF THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) DESIGNATING AUTHORIZED SIGNERS WITH CHASE BANK AND DESIGNATING CHECK SIGNERS FOR ALL ACCOUNTS
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 055**]
10. RECEIVE AND FILE AN UPDATED PROCUREMENT AND PURCHASING PROCEDURES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 059**]
11. APPROVE MEETING MINUTES: AUGUST 14, 2024
[PRESENTER: Jillian Ubaldo, Clerk of the Board **PAGE#: 084**]

I. **BOARD ACTION ITEMS**

12. CONSIDER AND ADOPT RESOLUTION NO. 2024-05 OF THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) AMENDING ITS CONFLICT OF INTEREST CODE AND AUTHORIZING SUBMISSION OF THE AMENDED CONFLICT OF INTEREST CODE AND 2024 LOCAL AGENCY BIENNIAL NOTICE TO THE COUNTY OF SAN BERNARDINO
[PRESENTER: Jillian Ubaldo, Clerk of the Board **PAGE#: 091**]
13. APPROVE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CORDOBA CORPORATION IN AN AMOUNT NOT TO EXCEED \$34,689 FOR ADDITIONAL SERVICES RELATED TO THE 3RD STREET CORRIDOR ROADWAY REHABILITATION PROJECT
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 100**]

14. CONSIDER AND ADOPT THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) LANDSIDE NOTICE OF VIOLATION PROGRAM FOR ENFORCEMENT OF AIRPORT RULES & REGULATIONS, AND PARKING VIOLATIONS ON IVDA PROPERTIES
[PRESENTER: Mitch Dattilo, Security Manager **PAGE#: 107**]
15. CONSIDER AND DISCUSS A REPORT ON ECONOMIC DEVELOPMENT INITIATIVES
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 139**]
16. REVIEW STATUS OF THE ACTION PLAN FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) THROUGH DECEMBER 31, 2024
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 150**]

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, November 13, 2024.

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 9, 2024</p> <p>ITEM NO: 1</p> <p>PRESENTER: Jillian Ubaldo, Clerk of the Board</p>
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SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF OCTOBER 9, 2024

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

PREPARED BY:	Yajaira Maldonado
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-subsiary 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 LLC</u> Anthony DeMolina, CEO	None.
8.	<u>AEC Moreno Corporation</u> Hector Miguel Moreno, CEO	None.
13.	<u>Cordoba Corporation</u> George L. Pla, CEO Vincent M. Pla, CFO Lisa C. Pla, Secretary	None.
14.	<u>DATA Ticket</u> Marjoie A. Fleming, CEO Brook A. Westcott, CFO Albert W. Fleming, Secretary	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: October 9, 2024

ITEM NO: 2a

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER REPORT

SUMMARY

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

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

BACKGROUND INFORMATION

None.

Attachments:

1. None.



TO: Inland Valley Development Agency Board

DATE: October 9, 2024

ITEM NO: 2b

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: INFORMATIONAL ITEMS – REPORT ON INLAND VALLEY INFRASTRUCTURE CORRIDOR

SUMMARY

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

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

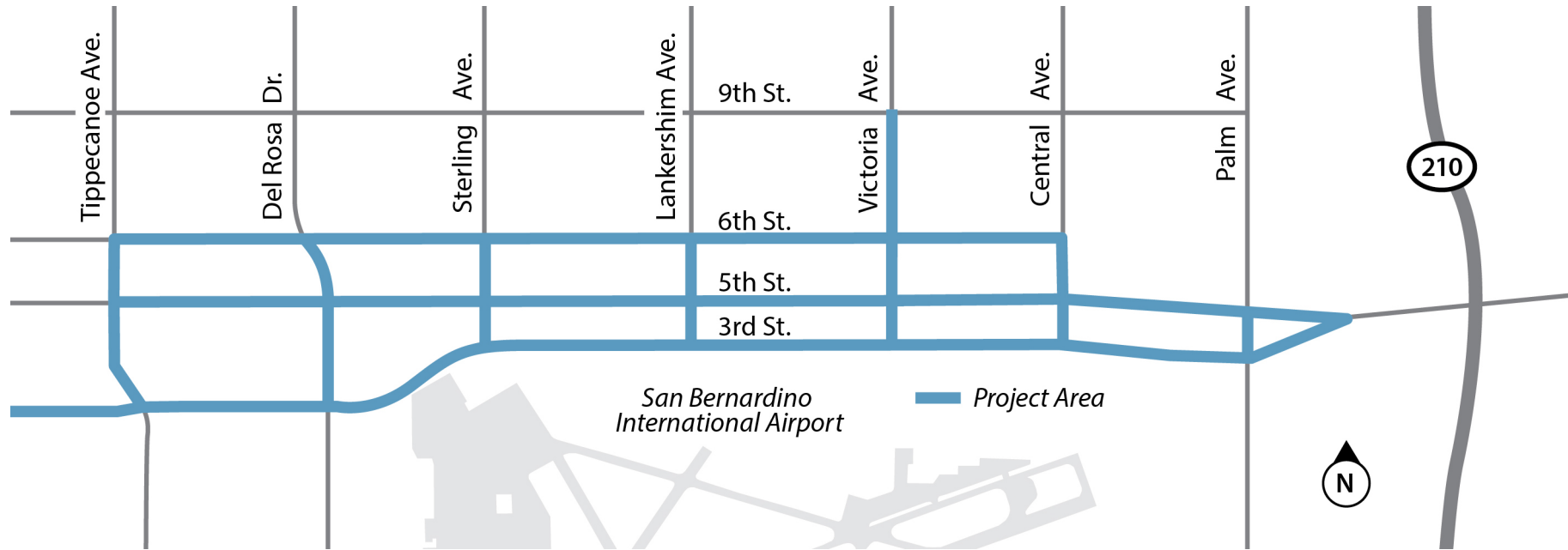
BACKGROUND INFORMATION

None.

Attachments:

1. Site Map.

Inland Valley Infrastructure Corridor



Draft Environmental Impact Report – Notice of Availability: August 20, 2024

62-day Public Review Period

Close of Public Comments: October 21, 2024



TO: Inland Valley Development Agency Board

DATE: October 9, 2024

ITEM NO: 2c

PRESENTER: Michael Burrows, Chief Executive Officer

**SUBJECT: INFORMATIONAL ITEMS – REPORT ON SAN BERNARDINO INTERNATIONAL AIRPORTS
CRUISING AT ALTITUDE 2024 EVENT**

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. Event Flyer

LIVE

FREE

SHOW

CRUISING AT ALTITUDE

BISHOP BRIGGS

DEAD POET SOCIETY
& DJ RICHIE RICH
ON THE WORLD FAMOUS
737 PLANE STAGE

10.19.24
DOORS AT 5PM




San Bernardino International Airport
105 N Leland Norton Way, San Bernardino, CA 92408
@SBDAIRPORT • FLYSBD.COM

LOCATION



RSVP NOW

Breeze

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 9, 2024</p> <p>ITEM NO: 3</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: RECEIVE REGISTER OF DEMANDS - SEPTEMBER 11, 2024

SUMMARY

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

RECOMMENDED ACTION(S)

Receive for information.

FISCAL IMPACT

Disbursements for amounts due in August 2024.

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

BACKGROUND INFORMATION

Total disbursement activities for August 2024 amount to \$517,762.97 that include the following.

- **Professional Services:** California Strategies & Advocacy LLC, D&A Consulting; Desmond & Louis Inc.; Hernandez, Kroone, & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mirau Edwards Cannon Lewin & Tooke LLP; Product Research Gear LLC; Rogers, Anderson, Malody & Scott LLP, Tactical Drone Concepts; Tom Dodson & Associates, and Zenaida Global were paid \$104,931.19.
- **Capital Projects Cost:** AEC Moreno Corporation was paid \$99,750.00.
- **Utilities:** City of SB Water Department; Southern California Edison; The Gas Company; Utility Telecom Group LLC, and Verizon Wireless were paid \$140,639.57.
- **Employees Benefits:** American Fidelity Assurance Company; Ascensus Trust; Fidelity Security Life Insurance; Metropolitan Life Insurance Co., and United World Life Insurance Co. were paid \$28,205.20.

Attachments:

1. Register of Demands for the October 9, 2024 Board Meeting.
2. Visa Breakdown - July 2024.

**Inland Valley Development Agency
Register of Demands for Board Meeting
September 11, 2024**

Line	Vendor name	Description	Payment amount
1	A.O. Reed & Co., LLC	Repairs and maintenance for HVAC system	704.00
2	AEC Moreno Corp	Building 58 demolition and constriction of new office space	99,750.00
3	Aerolearn Inc.	Maintenance training for UAS Center at SBD	1,625.00
4	AlSCO, Inc.	Mat maintenance	862.95
5	Am-Tec Total Security Inc.	Monthly fire and burglar alarm monitoring and inspection	1,338.04
6	Amazon Capital Services Inc.	Office supplies and equipment	629.96
7	American Fidelity Assurance Company	Employee supplemental benefits	6,675.18
8	Ascensus Trust	Administration fees for trust accounts	173.00
9	Basic Backflow	Test and certify of valve	180.00
10	Board Members	Directors fees	1,750.00
11	C & A Janitorial Services	Janitorial services	15,836.83
12	California Strategies & Advocacy LLC	Professional lobbying and related consulting services	5,000.00
13	CED-Consolidated Electrical Distributors	Electrical supplies	547.54
14	City of SB Water Department	Water and sewer services	20,311.18
15	CivicPlus, LLC	Social media archiving subscription	7,188.00
16	Converse Consultants	Asbestos and moisture testing	4,666.00
17	D&A Consulting	Professional services - UAS Center drone standards development	2,100.00
18	Desmond & Louis Inc.	Professional event services agreement for marketing and media	4,000.00
19	Dib's Safe & Lock Service	Key and lock services	374.10
20	Environmental Remedies, Inc.	Asbestos removal at Building 58	8,000.00
21	Fidelity Security Life Insurance Co FSA	Employee group benefits - flexible spending accounts	7,499.84
22	Grainger	Maintenance and supplies	204.53
23	Hernandez, Kroone & Associates Inc.	Professional services to provide civil engineering and survey services	43,044.00
24	Imagine Systems Inc.	IT consulting services	4,079.05
25	Innovative Federal Strategies LLC	Federal legislative advocacy services	10,000.00
26	Internal Revenue Service	Covid-19 credits from 2020	21,675.84
27	K&L Hardware and Plumbing Supply Inc	Maintenance, tools, and supplies	146.80
28	K.D. Acoustics	Furnishing and installation of acoustic wall	15,919.00
29	Melissa Sutton	Cash advance for travel	323.75
30	Metropolitan Life Insurance Co	Employee group benefits - dental	8,568.25
31	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	4,844.00

**Inland Valley Development Agency
Register of Demands for Board Meeting
September 11, 2024**

32	Product Research Gear LLC	Professional services to provide consulting for UAS Center on drone emergency response	4,483.00
33	Quench USA, Inc.	Water purification system for Building 48	232.73
34	Rogers, Anderson, Malody & Scott LLP	Auditing	13,683.92
35	Southern California Edison	Electricity	116,527.43
36	Tactical Drone Concepts	Professional services to provide consulting and training	1,500.00
37	The Gas Company	Gas	138.81
38	The Port of Long Beach	Annual Permit Fee	1,000.00
39	Tom Dodson & Associates	Professional services for environmental services	750.00
40	Toshiba Business Solutions	Maintenance for office equipment for Building 48	562.70
41	United World Life Insurance Co	Employee group benefits - life insurance	5,288.93
42	Utility Telecom Group LLC	Ethernet and phone services for Building 48	1,918.05
43	Verdant Energy Services, LLC	Rebate for 19 EV chargers	55,100.00
44	Verizon Wireless	Wireless monthly service and equipment purchases	1,744.10
45	Visa	Office supplies and other miscellaneous charges	5,113.60
46	Western Exterminator Company	Pest Control	255.64
47	Zenaida Global	Professional consulting services - UAS Center at SBD	11,447.22
	Total		517,762.97

Inland Valley Development Agency
Visa Breakdown
July 2024

Line	Description	Payee	Department name	Transaction amount
1	Electrical supplies for Building 58 Gate Arm Project	CED-Consolidated Electrical Distributors	Airport Maintenance	167.50
2	Job advertisement for Deputy Clerk of the Board	City Clerks Association of California	Clerk of the Board	300.00
3	Hospitality for company benefits counselors	Panera Bread	Executive Office	121.43
4	Conference phone line for Building 48	Free Conference Call	Executive Office	10.00
5	Electrical supplies for Building 58 Gate Arm Project	CED-Consolidated Electrical Distributors	Facilities	198.40
6	Electrical supplies for Building 58 Gate Arm Project	CED-Consolidated Electrical Distributors	Facilities	73.33
7	Lighting supplies for Building 48 light channel	1000Bulbs	Facilities	102.78
8	Electrical supplies for Building 58 Gate Arm Project	CED-Consolidated Electrical Distributors	Facilities	3.76
9	Electrical supplies for Building 58 Gate Arm Project	CED-Consolidated Electrical Distributors	Facilities	19.48
10	Roofing supplies for DFAS I flex seal	K & L Hardware	Facilities	34.46
11	Paper roll for flow meter	Graphic Controls	Facilities	665.34
12	Ribbon for flow meter	Radwell International	Facilities	118.14
13	Irrigation supplies for Building 48	Ewing Irrigation	Facilities	197.16
14	Irrigation supplies for Building 48 fescue	Ewing Irrigation	Facilities	26.69
15	QuickBooks finance software	Intuit QuickBooks	Finance	840.00
16	IVDA preprinted checks	Safeguard	Finance	452.79
17	Pesticide	Ewing Irrigation	Grounds	170.45
18	Supplies for Building 48 restroom	Target	Human Resources	239.75
19	Job advertisement for Deputy Clerk of the Board	California Special Districts Association	Human Resources	175.00
20	Incentives for staff engagement	Target	Human Resources	109.44
21	Membership	1-800-Flowers	Human Resources	32.61
22	Secure HR fax line	Interfax	Human Resources	9.50
23	Hospitality for Inland Action staff	Baja King Fish Taco	Human Resources	142.46
24	Supplies and coffee for Building 48 kitchen	Smart & Final	Human Resources	190.66
25	HR membership renewal	Society for Human Resource	Human Resources	264.00
26	Supplies for Building 48 restroom	Target	Human Resources	5.00
27	Employee get well flower arrangement	1-800-Flowers	Human Resources	70.02
28	Snacks and refreshments for employee benefits meeting	Smart & Final	Payroll & Benefits	28.88
29	Wall decal for S.Carvalho's office	Fathead	Purchasing	108.74
30	Lodging for K.Benson UAS Center Meetings	Residence Inn	UAS Center at SBD	235.83
		Total		5,113.60
		Visa Statement Balance:		5,113.60
		Date Prepared: 09/04/2024		



TO: Inland Valley Development Agency Board

DATE: October 9, 2024

ITEM NO: 4

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE REGISTER OF DEMANDS - OCTOBER 9, 2024

SUMMARY

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

RECOMMENDED ACTION(S)

Receive for information.

FISCAL IMPACT

Disbursements for amounts due in September 2024.

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

BACKGROUND INFORMATION

Total disbursement activities for September 2024 amount to \$928,958.10 that include the following.

- **Professional Services:** California Strategies & Advocacy LLC; D&A Consulting; Desmond & Louis Inc.; Hernandez, Kroone, & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mirau Edwards Cannon Lewin & Tooke LLP; Terry Parish; The Natelson Dale Group Inc.; Tom Dodson & Associates; Zenaida Global were paid \$106,365.18.
- **Capital Projects Cost:** AEC Moreno Corporation, City of Highland, and T&G Construction Services were paid \$589,087.14
- **Utilities:** Burrtec Waste Industries Inc., City of SB Water Department, Southern California Edison, Utility Telecom Group LLC, and Verizon Wireless were paid \$125,303.13
- **Employees Benefits:** American Fidelity Assurance Company, Ameritas Life Insurance Corp., Fidelity Security Life Insurance, Texas Life Insurance Company, and United World Life Insurance Co. were paid \$32,322.35.

Attachments:

1. Register of Demands for the October 9, 2024 Board Meeting.
2. Visa Breakdown - August 2024.

**Inland Valley Development Agency
Register of Demands for Board Meeting
October 9, 2024**

Line	Vendor name	Description	Payment amount
1	A.O. Reed & Co., LLC	Repairs and maintenance for HVAC system	\$ 13,195.00
2	AEC Moreno Corp	Building 58 demolition and construction of new tenant spaces	39,596.50
3	Allison Mechanical Inc.	HVAC repair for DFAS building	490.00
4	Alsco, Inc.	Mat maintenance	179.37
5	Amazon Capital Services Inc.	Office supplies and equipment	955.49
6	American Fidelity Assurance Company	Employee supplemental benefits	6,833.17
7	Ameritas Life Insurance Corp.	Employee group benefits - dental & vision	13,468.59
8	Am-Tec Total Security Inc.	Monthly fire and burglar alarm monitoring and inspection	838.90
9	Amtech Elevator Services	Quarterly elevator maintenance service	1,665.00
10	Andersen Commercial Plumbing, LLC.	Jetting and camera drain line plumbing service in Buidling 58	2,070.00
11	AnyPromo.com	Promotional items in support of UAS Center at SBD	978.55
12	B&H Photo & Electronics Corp	HP Laserjet Enterprise printer	7,468.06
13	Board Members	Directors fees	1,400.00
14	Burrtec Waste Industries Inc.	Solid waste disposal	2,556.68
15	C & A Janitorial Services	Janitorial services	17,684.24
16	Cal Interpreting & Translations	Spanish translation and interpreting services for IVDA meetings	2,278.00
17	California Strategies & Advocacy LLC	Professional lobbying and related consulting services	10,000.00
18	Catherine Pritchett	Employee reimbursement for office equipment	326.26
19	CDW Government LLC	IT Equipment	744.79
20	City of Highland	EDA 07-01-07415 grant share for 3rd and 5th Street Corridor	501,844.14
21	City of SB Water Department	Water and sewer services	71,268.20
22	Converse Consultants	Asbestos and moisture testing	5,500.00
23	D&A Consulting	Professional services - UAS Center drone maintenance standards development	2,100.00
24	Desmond & Louis Inc.	Professional event services agreement for marketing and media	4,000.00
25	Encore Lighting Inc.	Lighting supplies	530.13
26	Event Design Lab	Video streaming and recording services for IVDA board meetings	1,200.00
27	Fidelity Security Life Insurance Co FSA	Employee group benefits-flexible spending accounts	2,434.92
28	Grainger	Maintenance and supplies	168.55
29	Hernandez, Kroone & Associates Inc.	Professional services to provide civil engineering and survey services	23,252.75
30	Imagine Systems Inc.	IT consulting services	2,581.99
31	Innovative Federal Strategies LLC	Federal legislative advocacy services	5,000.00
32	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	14,912.00
33	Red Star Fire Protection	Piping and fitting of fire sprinkler heads	2,810.63
34	SDRMA	Annual worker's compensation reconciliation	1,289.34
35	Southern California Edison	Electricity	48,774.64
36	Staples Contract & Commercial LLC	Office supplies	4,044.09
37	T&G Construction Services Inc.	Building 48 Security Office Expansion Project	47,646.50
38	Terry Parisher	Professional services to provide consulting to UAS Center on drone policy creation for public and private entities	1,650.00
39	Texas Life Insurance Company	Group benefits - additional life insurance	3,061.90
40	The Natelson Dale Group Inc.	Annual performance report for Comprehensive Economic Development Strategy	7,265.00

**Inland Valley Development Agency
Register of Demands for Board Meeting
October 9, 2024**

Line	Vendor name	Description	Payment amount
41	Tom Dodson & Associates	Professional services for environmental services	25,320.96
42	Toshiba Business Solutions	Maintenance for office equipment for Building 48	372.43
43	United World Life Insurance Co	Employee group benefits - life insurance	6,523.77
44	Utility Telecom Group LLC	Internet and telephone services	1,918.05
45	Verizon Wireless	Wireless monthly service and equipment purchases	785.56
46	Visa	Office supplies and other miscellaneous charges	9,102.94
47	Western Exterminator Company	Pest Control	588.53
48	Zenaida Global	Professional consulting services - UAS Center at SBD	10,282.48
	Total		\$ 928,958.10

**Inland Valley Development Agency
Visa Breakdown
August 2024**

Line	Description	Payee	Department Name	Transaction Amount
1	Congratulation flowers for employee	1-800 Flowers	Administration	\$ 70.02
2	Congratulation flowers for employee	1-800 Flowers	Administration	70.03
3	Catering for Inland Action Retirement Breakfast	Chef Dave's Café	Administration	782.70
4	HVAC service call to Building 48	Control Air Enterprises	Airport Maintenance	796.31
5	Name plates for Board and Commission members	SPS Works	Clerk of the Board	54.92
6	On-site document shredding services	Paper Recycling and Shredding	Clerk of the Board	80.00
7	Registration for CSDA Annual Clerk's Conference for M. Sutton	California Special District Association	Clerk of the Board	775.00
8	Travel for CA Airport Council Meeting in Santa Barbara	Uber	Executive Office	41.97
9	Conference phone line for Building 48	Free Conference Call	Executive Office	10.00
10	Hospitality for meeting with EDA and staff	Panera Bread	Executive Office	145.63
11	Hospitality for meeting with SB City Economic Director and staff	Panera Bread	Executive Office	145.73
12	Rekeying for Building 48	Dib's Safe and Lock Service	Facilities	70.00
13	Key duplication for Building 58	Dib's Safe and Lock Service	Facilities	56.56
14	Continuing education materials for M. Cousineau	Professional Education Services	Finance	644.40
15	Membership for M. Cousineau	CalCPA Society	Finance	580.00
16	QuickBooks finance software	Intuit QuickBooks	Finance	840.00
17	Hospitality interview panel for HR Manager	Panera Bread	Human Resources	64.50
18	Hospitality for interview panel for Deputy COB position	Panera Bread	Human Resources	51.04
19	Hospitality for HR Manager Welcome Lunch	Panera Bread	Human Resources	63.54
20	Hospitality for interview panel for Deputy COB position	Doordash	Human Resources	75.81
22	Secure HR Fax Line	InterFax	Human Resources	9.50
23	HR Membership	Inland Empire Chapter, Public Sector Human Resources Association	Human Resources	45.00
24	LinkedIn recruitment membership	LinkedIn	Human Resources	1,439.88
25	Promotional Items: Luggage Tags (due from SBIAA)	4imprint	Marketing	972.88
26	Airfare to Sacramento for SDRMA Meeting	Southwest Airlines	Risk Management	362.97
27	Lodging for SDRMA workshop in Costa Mesa, CA	Crowne Plaza	Risk Management	221.28
28	Airfare to Sacramento for SDRMA Meeting	Southwest Airlines	Risk Management	362.97
29	Insurance premium renewal fee	Alliant Insurance Service	Risk Management	270.30
		Sum Total		\$ 9,102.94
		Visa Statement Balance:		\$ 9,102.94
		Date Prepared: 09/27/2024		



TO: Inland Valley Development Agency Board

DATE: October 9, 2024

ITEM NO: 5

PRESENTER: Mark Cousineau, Director of Finance

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

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

Attached is the Cash Report for July 31, 2024, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$32,692,562.43 on July 31, 2024. Banks' statements reflect \$32,755,710.75. The difference in totals is due to the outstanding checks on July 31 30, 2024.

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

Attachments:

1. Cash Report for July 31, 2024.

Inland Valley Development Agency

Cash Report

July 31, 2024

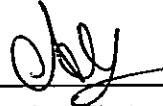
IVDA JPA CASH

<u>Cash</u>	Balance 06/30/24	Activities	Balance 07/31/24
<i>MMKT/ Savings Account - CHASE Bank</i>	3,339,492.10	(199,941.25)	3,139,550.85
<i>Checking Account - CHASE Bank</i>	1,670,060.11	(1,104,231.01)	565,829.10
Deposits In Transit:			
Beginning	-	-	-
Ending	-	33,528.55	33,528.55
Outstanding Checks:			
Beginning	(294,362.87)	294,362.87	-
Ending		(96,676.87)	(96,676.87)
<i>Payroll Account - CHASE Bank</i>	20,910.78	30,323.44	51,234.22
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
<i>BRORF Account - CHASE Bank</i>	3,556,083.32	63.37	3,556,146.69
<i>Cash with Fiscal Agent- MECLT Trust</i>	93,735.19	85,100.22	178,835.41
Subtotal	8,385,918.63	(957,470.68)	7,428,447.95
<u>Investments</u>			
<i>Local Agency Investment Funds - Regular Account</i>	79,199.30	893.60	80,092.90
<i>Local Agency Investment Funds - Bond Account</i>	126,891.96	1,431.72	128,323.68
Total	206,091.26	2,325.32	208,416.58
Subtotal JPA Cash & Investments	8,592,009.89	(955,145.36)	7,636,864.53

IVDA SUCCESSOR AGENCY CASH

<i>RORF Account -CHASE Bank</i>	8,406,405.65	-	8,406,405.65
<u>Investments Held With Fiscal Agent</u>			
Special Fund - US Bank - 2014 series	15.96	-	15.96
Interest Account - US Bank - 2014 series	0.01	-	0.01
<i>Reserve Account- US Bank - 2014 series</i>	16,649,133.17	68.43	16,649,201.60
<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	25,055,629.47	68.43	25,055,697.90
Total Cash and Investments	\$ 33,647,639.36	(955,076.93)	\$ 32,692,562.43

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.

 for Mark Cousineau
 Mark Cousineau, Director of Finance



TO: Inland Valley Development Agency Board

DATE: October 9, 2024

ITEM NO: 6

PRESENTER: Mark Cousineau, Director of Finance

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

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

Attached is the Cash Report for August 31, 2024, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$32,973,722.26 on August 31, 2024. Banks' statements reflect \$33,110,324.99. The difference in totals is due to the outstanding checks on August 31, 2024.

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

Attachments:

1. Cash Report for August 31, 2024.

Inland Valley Development Agency
Cash Report
August 31, 2024

IVDA JPA CASH

<u>Cash</u>	Balance 07/31/24	Activities	Balance 08/31/24
<i>MMKT/ Savings Account - CHASE Bank</i>	3,139,550.85	50.86	3,139,601.71
<i>Checking Account - CHASE Bank</i>	565,829.10	405,077.31	970,906.41
Deposits In Transit:			
Beginning	33,528.55	(33,528.55)	-
Ending	-	-	-
Outstanding Checks:			
Beginning	(96,676.87)	96,676.87	-
Ending		(136,602.73)	(136,602.73)
<i>Payroll Account - CHASE Bank</i>	51,234.22	(50,631.95)	602.27
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
<i>BRORF Account - CHASE Bank</i>	3,556,146.69	57.61	3,556,204.30
<i>Cash with Fiscal Agent- MECLT Trust</i>	178,835.41	(10.30)	178,825.11
Subtotal	7,428,447.95	281,089.12	7,709,537.07
<u>Investments</u>			
<i>Local Agency Investment Funds - Regular Account</i>	80,092.90	-	80,092.90
<i>Local Agency Investment Funds - Bond Account</i>	128,323.68	-	128,323.68
Total	208,416.58	-	208,416.58
Subtotal JPA Cash & Investments	7,636,864.53	281,089.12	7,917,953.65

IVDA SUCCESSOR AGENCY CASH

<i>RORF Account -CHASE Bank</i>	8,406,405.65	(8,324,688.58)	81,717.07
<u>Investments Held With Fiscal Agent</u>			
Special Fund - US Bank - 2014 series	15.96	8,324,688.58	8,324,704.54
Interest Account - US Bank - 2014 series	0.01	-	0.01
<i>Reserve Account- US Bank - 2014 series</i>	16,649,201.60	70.71	16,649,272.31
<i>Principal Account - US Bank- 2014 series</i>	-	-	-
<i>2011 Project Fund - US Bank - 2014 series</i>	74.68	-	74.68
Subtotal SA Cash & Investments	25,055,697.90	70.71	25,055,768.61
Total Cash and Investments	\$ 32,692,562.43	281,159.83	\$ 32,973,722.26

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: October 9, 2024

ITEM NO: 7

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TACTICAL DRONE CONCEPTS FOR TRAINING SERVICES AT THE UAS CENTER AT SBD IN AN AMOUNT NOT TO EXCEED \$27,000.

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 (SBCSS). The proposed action is necessary, as SBCSS has requested training in September. Under the terms of the agreement with Tactical Drone Concepts, revenues for training services are split 50/50 with the UAS Center at SBD based on actual students trained.

RECOMMENDED ACTION(S)

Approve a professional services agreement with Tactical Drone Concepts, LLC for training services at the UAS Center at SBD for September 2024 in an amount not to exceed \$27,000; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for these services is included in the approved Inland Valley Development Agency (IVDA) Fiscal Year 2024-25 Budget in the UAS Center at SBD Fund, Account 52125 - Professional Services-Instructor in the amount of \$175,000 of which \$27,000 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 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 action is necessary, as SBCSS has requested training in September. Under the terms of the agreement with Tactical Drone Concepts LLC, revenues for training services are split 50/50 with the UAS Center at SBD based on actual students trained.

Based on past experience running the SBCSS ROP drone training program, we anticipate that at least 30 students will complete the program successfully, generating \$55,000 of revenue and, after payment to Tactical Drone Concepts LLC, netting the UAS Center at SBD at least \$27,000. In the event additional students participate, net revenue to the UAS Center at SBD will increase commensurately.

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 September - October 2024 ROP Drone Training)

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into as of **October __, 2024** 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 20, 2024** (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 for **Nine Hundred Dollars (\$900) per student in an amount up to Twenty-Seven Thousand Dollars (\$27,000)** 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:

Jillian Ubaldo, Clerk of the Board

Approved as to form and legal content:

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

Michael Lewin

Consultant

Dated: _____

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.

Two virtual sessions (September 2024 dates to be specified): 6:00 pm – 8:00 pm

Two in-person sessions (September 2024 dates to be specified): 8:00 am – 3:30 pm

Location: Dorothy Inghram 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.

In-person sessions (September and October 2024 dates to be specified): 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

UAS Center at SBD Administrator

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

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 9, 2024</p> <p>ITEM NO: 8</p> <p>PRESENTER: Jeff Barrow, Director of Development</p>
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SUBJECT: APPROVE THE FILING OF A NOTICE OF COMPLETION WITH AEC MORENO CORPORATION FOR THE DFAS 1: TRASH ENCLOSURE PROJECT AND AUTHORIZE THE RELEASE OF RETAINED FUNDS

SUMMARY

The DFAS 1: Trash Enclosure Project is now completed in accordance with the plans and specifications and can be accepted as complete by the Inland Valley Development Agency Board. If accepted, the release of the remaining retention should be issued.

RECOMMENDED ACTION(S)

Approve the filing of a Notice of Completion with AEC Moreno Corporation for DFAS 1: Trash Enclosure construction contract and the release of retained funds; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

On July 10, 2024, the Inland Valley Development Agency (IVDA) Board approved a construction contract with AEC Moreno Corporation for the DFAS 1: Trash Enclosure Project. This project entailed the construction of a new trash enclosure for the DFAS 1 Building, to remedy a trash overflow issue between the DFAS 1 and DFAS 2 Buildings.

The construction consisted of demolition, new concrete slab, and a new 8' x 15' double wide block trash enclosure with metal doors.

Completing this project improved conditions for DFAS 1 tenants and resulted in better accommodation for their growing waste disposal needs.

Staff recommends the Board approve the above recommended actions.

Attachments:

1. Site Map
2. Photos

SITE MAP







TO: Inland Valley Development Agency Board

DATE: October 9, 2024

ITEM NO: 9

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: ADOPT RESOLUTION NO. 2024-04 OF THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) DESIGNATING AUTHORIZED SIGNERS WITH CHASE BANK AND DESIGNATING CHECK SIGNERS FOR ALL ACCOUNTS

SUMMARY

The Inland Valley Development Agency (IVDA) intends to designate Authorized Representatives who shall be authorized to open and/or close Chase bank accounts and to make signatory changes.

RECOMMENDED ACTION(S)

Adopt Resolution No. 2024-04 of the Inland Valley Development Agency (IVDA) designating authorized signers with Chase Bank and designating check signers for all accounts.

FISCAL IMPACT

None.

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

Chase Bank utilizes an "Authorized Representative" role to open/close accounts and make signatory changes. Signature authorizations for Chase Bank accounts must be updated to reflect current Board Member positions.

All Inland Valley Development Agency (IVDA) Checks, ACH payments, and wire transfers require signatures from two of the following Authorized Representatives: Chairperson, Vice-Chairperson, Chief Executive Officer, Director of Aviation, Director of Administration, or Director of Finance.

Staff recommends that the Board approve the above recommended action.

Attachments:

1. Resolution No. 2024-04

RESOLUTION NO. 2024-04

**RESOLUTION OF THE INLAND VALLEY DEVELOPMENT AGENCY
(IVDA) DESIGNATING AUTHORIZED SIGNERS FOR THE INLAND
VALLEY DEVELOPMENT AGENCY (IVDA) WITH CHASE BANK AND
DESIGNATING CHECK SIGNERS FOR THE ACCOUNT**

WHEREAS, the Inland Valley Development Agency ("IVDA") is a regional joint powers authority established by the legislative bodies of the County of San Bernardino, the City of San Bernardino, the City of Loma Linda, and the City of Colton, ("IVDA Members") pursuant to Government Code Section 6500 et seq. as a federal base reuse authority pursuant to the requirements of the Department of Defense (DOD) in the Base Realignment and Closure Act 1 (Public Law 100-526 or BRAC) for the express purposes of effectuating the conversion of the former Norton Air Force Base (NAFB) into civilian reuse and to own, operate, and maintain a public airport; and

WHEREAS, the Inland Valley Development Agency (IVDA) intends to designate Authorized Representatives who shall be authorized to open and/or close Chase bank accounts and to make signatory changes.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE INLAND VALLEY DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. All Inland Valley Development Agency (IVDA) Checks, ACH payments, and wire transfers shall be signed by any two of the following Authorized Representatives: Chairperson, Vice-Chairperson, Chief Executive Officer, Director of Aviation, Director of Administration, or Director of Finance.

Section 2. This Resolution shall become effective upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

The foregoing Resolution was PASSED, APPROVED AND ADOPTED this 9th day of October 2024 by the following vote:

MOTION:

SECOND:

AYES:

NOES:

ABSENT:

ABSTAIN:

Phillip Dupper, Chairperson
Inland Valley Development Agency

(SEAL)

Attest:

Jillian Ubaldo, Clerk of the Board
Inland Valley Development Agency

I, Jillian Ubaldo, Clerk of the Board of the Inland Valley Development Agency ("IVDA"), do hereby certify that the foregoing Resolution No. 2024-04 was duly and regularly passed and adopted by the IVDA Board at a regular meeting thereof, held on the 9th day of October 2024, and that the foregoing is a full, true and correct copy of said Resolution and has not been amended or repealed.

(SEAL)

Attest:

Jillian Ubaldo, Clerk of the Board
Inland Valley Development Agency



TO: Inland Valley Development Agency Board

DATE: October 9, 2024

ITEM NO: 10

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE AND FILE AN UPDATED PROCUREMENT AND PURCHASING PROCEDURES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)

SUMMARY

Consistent with the Board's approved policies, staff has updated the IVDA Procurement and Purchasing Procedures Manual to increase its ease of use, document current procedures, centralize procedures and standards documented elsewhere, and make updates that reflect automated workflows found in the Agency's Financial and Accounting Management Information System that are used in the day-to-day operations of the Agency.

RECOMMENDED ACTION(S)

Receive and file the updated IVDA Procurement and Purchasing Procedures Manual, September 2024 revision and the IVDA Accounting Procedures Manual, September 2024 revision.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

The procedure updates were prepared under the guidance of the Chief Executive Officer and provided to Agency Legal Counsel for review, and with participation and input from other Agency staff. These procedures are intended guide day-to-day activities of staff but will evolve with changing needs or unforeseen events and conditions.

The IVDA Board is presented with periodic updates to these procedures when either significant and/or nontechnical changes occur. The Procurement and Purchasing Procedures Manual was last revised and presented to the Board in August 2023. This update was drafted with the understanding that policy is established by the Board, and procedures are prepared, implemented, and followed by Staff to carry out Board policy.

In an effort to reduce cost and increase accessibility, final electronic Policy and Procedure documents are accessible to all IVDA employees through a shared access drive on the Agency's network. Hard copies are available in the Office of the Clerk of the Board, and the Administrative Services office.

Key changes include incorporating emergency and declared emergency purchase authority limits and adopting United States of America Federal Acquisition Rules (FAR) terminology for procurement and purchase methods as seen in the below table. These changes were discussed with and approved by the IVDA Finance and Budget Committee in April 2024. The chief executive officer's maximum purchase authority remains \$24,999.99 under normal operating conditions.

PURCHASE AUTHORITY AND LIMITS TABLE

	Standard	Emergency	Declared Emergency	Procurement Method
Board	\$150,000 and more		\$250,000 and more	Formal
	\$25,000 - \$149,999.99		N/A	Small Purchase
Chief Executive Officer	\$5,000 - 24,999.99		\$10,000 - \$249,999.99 Up to \$9,999.99	Small Purchase Micro-purchase
Finance Director	\$1,000 - \$4,999.99		Up to \$4,999.99	Small Purchase
Director	Up to \$999.99	Up to \$4,999.99	Up to \$4,999.99	Micro-purchase
Department Manager	Up to \$999.99	Up to \$2,999.99	Up to \$2,999.99	Micro-purchase
Notes	Urgencies, events, or conditions that do not meet the definition of an "emergency", may demand a more rapid response than Standard purchasing provides. In those cases, approvals should be obtained in writing before placing an order.		See Emergency Purchasing Procedures IVDA Board or CEO declared emergency or disaster	See Definitions <i>See Competitive Procurement and Purchasing</i>

Other changes include utilizing the Finance and Accounting Management Information System, Sage Intacct software as a service, to implement a risk-based tiered purchase order approval workflow. The Purchasing Manager approves all purchase orders, the Finance Director approves all purchase orders of \$1,000 or more, and the Chief Executive Officer approves all purchase orders of \$5,000 or more.

The Procurement and Purchasing Procedures Manual update is organized into General, Purchase Authority and Limits, Procurement Methods, and Purchase Method sections.

- General section contains a summary of the IVDA's purchasing policies, definitions, and how to use subsections.
- Purchasing Authority and Limits section contains a list of department managers that are assigned authority and responsibility under these procedures as well as the purchasing limits by type of procurement.
- Procurement Methods are subdivided into Nonpublic Works/Projects, Public Work/Projects and Alternative Procurement subsections. The Nonpublic Works/Projects subsections describes the extant and unchanged dollar thresholds for which informal and formal procurement methods are required. The Public Work/Projects subsection refers users to the IVDA Construction Procedures Manual and provides an overview of the interface among federal and state public works requirements. The Alternative Procurement subsection provides guidance on specialized services, negotiated or single source procurement, and emergency purchase procedures.
- The Purchasing Methods section describes the types of contracts, purchase orders, payment-purchase by purchasing card, and those supplies and service that are eligible for purchase and payment without a purchase order. Purchase order types have been defined based on FAR definitions.

Administrative, technical, and conforming changes occur throughout the year to ensure Agency procedures are aligned with operating activities. In addition to annual reviews, updates to any IVDA Procedures may be presented to the IVDA Board from time-to-time to ensure that they remain consistent with the Board-approved Operating Policies and directives of the IVDA.

Attachments:

1. Procurement and Purchasing Procedures Manual

INLAND VALLEY DEVELOPMENT AGENCY



PROCUREMENT and PURCHASING PROCEDURES MANUAL

SEPTEMBER 2024 REVISION

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Introduction

This manual exists to assist Inland Valley Development Agency (“IVDA” or “Agency”) employees in understanding their responsibilities when sourcing suppliers and service providers and the checks and balances in the procurement and purchasing process.

Competitive bidding, where not required by law, regulation, or agreement, is an IVDA best practice when it is in IVDA’s best interest. All procurement for goods, equipment or services using public funds should follow California competitive bidding requirements. The purpose of this Procurement and Purchase Procedures Manual (“Purchasing Manual” or “Manual”) is to provide a comprehensive set of procedures that comply with applicable Federal, State, and local laws and regulations and promotes the effective, efficient, and economical procurement of goods and services.

IVDA’s Purchasing Manual, as applicable, follows Public Contract Code sections (22030 - 22045) for California public projects. Staff should review these sections before entering the procurement phase of a public project.

The California public works competitive bidding laws are intended to eliminate favoritism, fraud, and corruption in the awarding of public contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public funds if a real or apparent conflict of interest exists. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. Officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

Method of payments for all purchases should be consistent with the disbursement procedures defined in the Accounting Procedures. The Purchasing Manual will be reviewed periodically, and any updates presented to the IVDA Board.

General

POLICY

The Board of the Inland Valley Development Agency (“IVDA” or “Agency”) sets policy. IVDA’s Purchasing (and procurement) policies are found in the Inland Valley Development Agency Operating Policies. Those policies establish that services and supplies be acquired in a

procurement and purchase process that provides:

- Verifiable accountability through a system of documented reviews and approvals using detailed and accurate information.
- Economy in the use of IVDA resources to obtain supplies and professional services that provide overall value at fair and reasonable prices using impartial and honest competition among firms or individuals.
- Environmental stewardship that results in less reliance on traditional materials and energy sources while generating potential cost savings from the use of alternative solutions that are more beneficial than traditional methods, materials, and energy.

SCOPE

These procedures provide guidance for the procurement and purchase of goods and services by the Agency as well as outlining the Agency and responsible parties to maximize IVDA's resources and optimize administrative efforts while safeguarding the Agency's assets and other resources.

Prohibited Activities

- Purchases for employees – Purchases for personal or private use by Agency employees or contractors is prohibited. Exceptions will only be made by the Chief Executive Officer, which may include computers and related peripherals.
- Splitting or Stringing Purchases –The act of splitting or stringing a purchase is prohibited and may result in the withdrawal of delegated purchasing authority. In addition, the responsible person may be subject to any disciplinary actions including, but not limited to obligating the employee making such purchases to pay for the items or services.
- Ratifying or Confirming orders – Making a purchase commitment (placing an order with a supplier) without proper approval or before a IVDA purchase order is issued is prohibited. Committing the Agency to a purchase without the issuance of a purchase order or a documented exception is a violation of these procedures.
- Unlawful Activities – Employees shall not engage in practices that might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration.
- Conflicts of Interest – Employees are prohibited from participating in the selection process when those employees have a financial relationship or other interest with a person or business entity that may be selected for an award of Agency business.

Employee Liability

Any employee who commits IVDA to a purchase, sale, lease, or other arrangement without proper authorization may be personally liable for the transaction. The Agency is under no obligation to authorize payment for expenditures not made in compliance with applicable policies and procedures. IVDA employees acting in a procurement capacity may be liable for damages to IVDA if they injure the Agency through willful misconduct, bad faith, dishonesty, or negligence.

DEFINITIONS

Emergency - exists when an incident occurs or condition exists that is ready to take place or happen soon that is a threat to life, health, property, or the economic interest of the IVDA.

FAMIS – IVDA's Finance and Accounting Management Information System (FAMIS). FAMIS is an implementation of Sage's Intacct enterprise resource planning software as a service. FAMIS modules that support IVDA's procurement of goods and services include Purchasing, Accounts Payable, and Project modules.

GPO (Group Purchasing Organization) - a group purchasing organization, including a cooperative purchasing agreement, is an entity that is authorized to act as an agent for a group of individuals or entities who are members of that GPO. The GPO bids goods and services and negotiates the best deals in which the members can then access the contracts.

Informal RFB (Request for Bid) - an informal bid or request for quotation is commonly used on low dollar purchases where the required items are known, but obtaining the cost is the primary objective.

Micro-purchase – purchases less than \$1,000.00 may be made without soliciting competitive price or rate quotations if the Department Manager considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. CAL-Cards (purchasing card) may be used for micro-purchase subject the Agency's CAL-Card Procedures.

Procurement - supplier identification, sourcing, selection, risk management, contract negotiation, purchasing, and even supplier performance evaluation.

Professional and consultant services - services rendered by persons or firms who are members of a particular profession or possess a special skill and who are not officers or employees of the Agency. Professional and consultant services are acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms of representation.

Professional services - include traditional professions of law, medicine, accounting, actuarial computation, engineering, architecture, teaching, various types of physical, chemical, and biological sciences.

Purchase order - a purchase order (PO) is an award instrument that is a commercial document issued by a buyer (in this case, the IVDA) to a seller (the Vendor), which typically indicates types, quantities, scope, and agreed prices for products or services as well as applicable terms and conditions. The Purchase Order typically serves as an official offer to purchase the referenced goods or services, which becomes a binding agreement once the seller (Vendor) signs the purchase order or provides/ships any portion of the goods or services described in the PO.

Purchase order, unilateral - the most common type of purchase order issued. IVDA sends an approved Department Manager signed or unsigned purchase order to the Vendor for acceptance. The IVDA's offer is accepted when the Vendor delivers, performs, or exhibits an intention to perform.

Purchase order, bilateral – a purchase order signed by both IVDA's Chief Executive Office or designee and the Vendor. The IVDA's offer is accepted when the Vendor signs the purchase order, creating a legally binding contract requiring the Vendor to perform per the terms and conditions of the contract. The advantage of a bilateral purchase order is that it provides legal rights to the IVDA in the event the Vendor fails to perform.

Purchasing -a part of procurement, is transaction-focused, dealing with the buying and receiving of goods and service.

Maintenance Work – includes routine, recurring, and usual work for the preservation or protection of IVDA owned or operated facility for its intended purpose, minor repainting, landscape maintenance, and work performed to keep, operate, and maintain IVDA owned water, power, or disposal systems.¹

¹ (Public Contract Code (PCC); Section 22002(d), 2024)

RFB (Request for Bid) - a formal request for pricing that is awarded to the lowest responsible and responsive bidder whose bid conforms to the specifications and meets all other requirements and criteria set forth in the RFB.

RFI (Request for Information) - used to determine what products and services are potentially available in the marketplace to meet a buyer needs. An RFP typically follows it, but an RFI is not a mandatory prerequisite to writing an RFP.

RFP (Request for Proposal) - a formal process that is used when multiple factors are considered in making a decision based on best value.

RFQ (Request for Qualification) - used to qualify a pool of suppliers who meet defined criteria for a specified product category or service. RFQ may also be used to narrow a pool of qualified supplier prior to an RFP.

Small Purchases – purchases from \$1,000.00 to \$24,999.99, inclusive, that requires documented specifications and price or rate quotations that must be obtained from three or more qualified vendors or sources.

Sole/Single Source - is used when the item or service is only available from one source with no other distribution network is available or a justified exception exists to the normal bidding procedures. Documentation stipulating the reason for the sole/single source and reasons why this is the case must be submitted and approved by either the Chief Executive Officer or the Director of Finance.

Splitting or Stringing Purchase - the practice of issuing multiple purchase orders, procurement card transactions, requisition, petty cash transactions, multiple invoices for a single purchase or other methods of purchasing of like items or services.

PURPOSE

Management designs, implements, and modifies procedures within the bounds of the Board's policies to standardize 1) transaction processing, 2) responses to situations, conditions, and events to conduct effective operations, efficiently acquire services and supplies, and comply with laws, regulations, and agreements.

This manual serves as a communication tool to provide information to directors, managers, supervisors, and employees (Users) that have roles in obtaining services and supplies for IVDA. Management has a duty and obligation to amend, supplement, modify, or delete procedures through written or oral means, at any time, to maintain IVDA's operating effectiveness and efficiency, and safeguard its resources.

Management, including the chief executive officer, may delegate their authority to carry out these procedures provided that IVDA's system of internal control is not impaired.

HOW TO USE

The text of the manual must be construed as a whole.

Titles and headers are indicators of meaning.

The provisions of this manual should be interpreted in a way that renders them compatible, not contradictory.

Specific provisions prevail when there is a conflict between a general provision and specific provision.

Where general words follow an enumeration of two or more things, they apply only to persons or things of the same general kind or class specifically mentioned.

MANAGEMENT RESPONSIBILITY

Management is responsible for ensuring these procedures are followed and that the correct documentation is generated and distributed to staff as required. Each Department Manager is responsible for optimizing open and fair competition, price savings, quality and value of products and services. A list of "Department Managers" that have the responsibility outlined within is located in the next section, Purchase Authority and Limits, beginning on page 10:

Purchase Authority and Limits

PURCHASE AUTHORITY AND LIMITS TABLE

	Standard	Emergency	Declared Emergency	Procurement Method
Board	\$150,000 and more		\$250,000 and more	Formal
	\$25,000 - \$149,999.99		N/A	Small Purchase
Chief Executive Officer	\$5,000 - 24,999.99		\$10,000 - \$249,999.99 Up to \$9,999.99	Small Purchase Micro-purchase
Finance Director	\$1,000 - \$4,999.99		Up to \$4,999.99	Small Purchase
Director	Up to \$999.99	Up to \$4,999.99	Up to \$4,999.99	Micro-purchase
Department Manager	Up to \$999.99	Up to \$2,999.99	Up to \$2,999.99	Micro-purchase
Notes	Urgencies, events, or conditions that do not meet the definition of an “emergency”, may demand a more rapid response than Standard purchasing provides. In those cases, approvals should be obtained in writing before placing an order.		See Emergency Purchasing Procedures IVDA Board or CEO declared emergency or disaster	See Definitions <i>See Competitive Procurement and Purchasing</i>

DEPARTMENT MANAGERS

The following positions are considered “Department Managers”:

Inland Valley Development Agency (IVDA)	San Bernardino International Airport Authority (SBIAA)
Chief Executive Officer	
Assistant Secretary of the Board	
Deputy Assistant Secretary of the Board	
Director of Administration	Director of Aviation
Director of Finance	Director of Development
Deputy Director of Finance	Airport Manager
Human Resources Manager	Airport Operations Manager
Purchasing Manager	Airport Security Manager
Property Manager	Airport Security Coordinator
Project Manager	Information Technology Manager
	Maintenance Manager
	FBO Manager
	Assistant FBO Manage

Procurement Methods

IVDA's primary procurement methods are formal, small purchase, micro-purchase, and documented exceptions.

NONPUBLIC WORKS/PROJECTS

Formal procurements - \$150,000 or more; nonpublic works/projects

Staff must obtain IVDA Board approval prior to soliciting for the procurement of any purchase of \$150,000 or more. Following approval by the IVDA Board, a Notice Inviting Bids for an RFP or RFQ will be publicly advertised. The advertisement should include the description or specifications of the project, goods or services, date of pre-proposal conference, bid opening date, location, and method of obtaining bid documents, the bid-closing date and any other information deemed pertinent to competitive solicitation. Sealed bids will be delivered to the Assistant Secretary of the Board, date/time stamped, and opened in public at the place as stated in the Notice Inviting Bids.

A record of the bids received will be made available for public inspection for thirty days after the award has been made.

Following a review and rating process as identified in the Notice Inviting Bids, the Department Manager will make a recommendation to award the contract to the lowest, qualified bidder taking into consideration requirements under grants, contracts, and other funding sources. When the recommendation is for a vendor other than the lowest bidder, a written statement justifying the award must be submitted to the Chief Executive Officer and the IVDA Board (e.g., a memo).

The Board may accept the Department Manager's recommendation or may reject all bids. Copies of the executed contract shall be provided to the Assistant Secretary of the Board as well as the Finance Department prior to the submittal of invoices for services.

The term of contracts resulting from a formal procurement should be limited to three (3) years with up to two (2) one-year each options for a total of five (5) years unless a written statement justifying the extension has been submitted to the Chief Executive Officer and the IVDA Board.

The Chief Executive Officer may approve any contract or purchase order adjustments or amendments that are within 10% of the original contract or purchase order amount approved by the Board.

Small purchase procurements - \$25,000 to \$149,999.99; nonpublic works/projects

Procurements in this class may be made by RFP or a combination of RFQ and RFP. Staff may issue a RFQ to establish a qualified vendor or supplier list for the services or equipment sought. Once the qualified vendor or supplier list is established, a RFP may be issued to the qualified vendor or supplier list to submit proposals through a competitive bidding process. Staff may also solicit the broader market to submit proposals in addition to the list of qualified vendors or suppliers.

The IVDA requires that at minimum three vendors be contacted to submit RFPs. A notice inviting bids identifying the specific goods or services may be submitted to the prospective vendors in writing, by telephone or by posting to the IVDA's website. The lowest bid should be awarded the contract. Any exceptions must be explained and documented.

All awards (contracts or purchases) for \$25,000 and above must be approved by the Board.

The term of contracts resulting from a small purchase procurement should be limited to three (3) years with up to two (2) one-year each options for a total of five (5) years unless a written statement justifying the extension has been submitted to the Chief Executive Officer and the IVDA Board.

The Chief Executive Officer may approve any contract or purchase order adjustments or amendments that are within 10% of the original contract or purchase order amount approved by the Board.

Small purchase procurements - \$1,000 to \$24,999.99; nonpublic works/projects

Procurements in this class require that three or more qualified vendors be contacted for quotes for the goods or services to be purchased. Solicited quotes may be received via phone, fax, and email or U.S mail. Vendor pricing shall not be disclosed to any prospective vendor until the award has been made. If three qualified vendors are not available, the reason should be explained and documented on the Quote Summary Sheet and/or other written document as necessary and accompany the purchase request.

Reasons that three qualified vendors may not be available include:

- Unable to deliver the goods or services in the time needed
- Goods or services out of stock or not offered

- Non response or decline to quote
- Unable to meet the specifications of the desired goods or services or provide a suitable substitute

To ensure fairness and best value for IVDA, all vendors should be contacted using identical communication modes (voicemail, email, mail, etc.), provided identical item or service specifications, and provided equivalent response times. Document telephone quotes with the date, vendor name, vendor representative, telephone number, quantity, price, and shipping. If no response is received, the vendor's name and communication method should be identified on the Quote Summary Sheet form.

An award will be made to the most responsive and responsible bidder. The requesting department shall submit a purchase requisition, with supporting documentation, to receive approval and encumber budget. If an award is to be made to other than the lowest bidder, a written statement justifying the award must be submitted with the purchase requisition.

After a purchase requisition is submitted, the Purchasing Manager will review it. If approved by the Purchasing Manager, the requisition converts to a Purchase Order that then enters the Director of Finance and Chief Executive approval workflow. Upon approval, a Purchase Order will be issued. The requesting department's designated departmental buyer will then place the order.

Micro-purchase procurements – less than \$1,000

Purchases less than \$1,000.00 may be made without soliciting competitive price or rate quotations if the Department Manager considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. CAL-Cards (purchasing card) may be used for micro-purchase subject to the Agency's CAL-Card Procedures.

PUBLIC WORKS/PROJECTS

General

Public works projects include the construction, reconstruction, erection, alteration, renovation, improvement, demolition, painting or repainting, and repair work involving any IVDA owned, leased, or operated facility or infrastructure. The IVDA Construction Procedures provide more guidance and procedures.

The Chief Executive Officer may approve any project contract change order or purchase order contract adjustment or amendment within the Board approved contingency budget of that project. *See the Construction Procedures Manual for further guidance.*

See [Construction Contracts](#)

Federal

Federal public works projects procurement requirements and guidance are located in federal grant award terms and conditions, Uniform Administrative Guidance (2 CFR 200), California Public Contracts Code, IVDA Construction Procedures, and the IVDA Procurement and Purchasing Manual.

California

Public Works/Projects - \$60,000 or more

Procurement requirements and guidance are located in California grant agreements, California Public Contracts Code, IVDA Construction Procedures, and the IVDA Procurement and Purchasing Manual.

Public Works/Projects – less than \$60,000

Procurement requirements and guidance for this class of projects are found in the applicable sections of IVDA Construction Procedures, and the IVDA Procurement and Purchasing Manual.

ALTERNATIVE PROCUREMENT

Professional, Consultant, and Specialist Services (Consultant)

The IVDA has found it to be more economical to hire a consultant when needed, rather than employ full-time staff members for specific projects, services, and knowledge. Consultants are utilized only when their special knowledge or experience is needed. Consultants are engaged based on competence, professional qualifications, and availability necessary for satisfactory performance.

Consultant services may be acquired at fair and reasonable prices by using micro-purchase methods up to \$25,000 unless proscribed by law, regulation, or agreement.

Professional, consultant and specialist contracts approved by the IVDA Board may be renewed annually for uninterrupted services. This action does not limit or prevent the IVDA from seeking out additional consultants or professional services during the course of the fiscal year. The IVDA may at any time seek out and enter into contracts for professional services as needs arise.

Negotiated/Single/Sole Source Purchases

In rare instances where a competitive procurement process identified herein cannot be followed, a full explanation, in writing, shall be provided to the Director of Finance and Chief Executive Officer before placing the order and/or purchase.

Departments anticipating the need to sole source (e.g., unique good or services available only from one manufacturer or distributor) or single source (e.g., unique goods available from multiple distributors, warrantied systems, complex system/network installer) should contact the Director of Finance and Chief Executive Officer as early in the procurement process as possible.

Typically, sole source criteria are "match existing in place" or possessing a functional or performance characteristic that is, in the opinion of the requesting department, essential to performance and available from a single manufacturer or distributor. Standardization may not be a justifiable reason for sole sourcing unless properly justified in detail. If a sole source decision is reached, the requesting department shall submit a purchase requisition to establish the procurement. A Memo explaining the decision must be attached to the purchase request at the time of submission for approval. If there is email correspondence reflective of the decision, that may also be included in the purchase requisition packet as back-up documentation.

Emergency Purchases

An emergency exists when an incident occurs or condition exists that is an imminent threat to life, health, property, or the economic interest of the IVDA. In the event of an emergency, the Department Manager or designee shall use his or her own best judgment in making emergency purchases to preserve life, health, property, or the economic interest. All purchases \$3,000 and above require approval by the Director of Finance and the Chief Executive Officer. Department Managers may authorize emergency purchases of less than \$3,000 without Director of Finance and/or Chief Executive Officer approvals. Following an emergency purchase, a full explanation of the circumstances justifying the expense along with supporting documentation must be submitted to the Chief Executive Officer and the Director of Finance.

The Chief Executive Officer may determine and declare an emergency when the public interest or necessity requires the immediate expenditure of funds to safeguard life, health, property, or

economic interest of the IVDA. The Chief Executive Officer may proceed without obtaining quotes, competitive bids, or proposals for purchases less than \$10,000; and quotes, informal bids, or proposals for purchases from \$10,000 and less than \$250,000 provided the funds are available in the IVDA budget and available for such purposes.

Purchase Methods

CONTRACTS

All contracts, purchase order contracts, or other purchases for \$25,000 and above must be approved by the Board. Any non-public works projects, contracts, purchase order contracts, or amendments that are within ten percent (10%) of the original contract may be approved by the CEO. *For Public Works/Projects or construction projects, see the Construction Procedures Manual.*

Service Contracts

Contracts between the IVDA and a public or private entity that provides services that will be performed on IVDA property. These types of contracts are required to list the IVDA as additional insured prior to performing the services regardless of the type of contractual relationship (agreement or purchase order contract). Limits of the insurance are based on the Agency standard agreement.

Consultant/Professional Service Contracts

A contract between the IVDA and a private firm/individual that provides services that are of an advisory nature, i.e., attorneys, architects, engineers, consultants, or other individuals possessing a high degree of technical skill. The type and value of the services required will determine the insurance requirements when executing a services agreement or purchase order contract.

Construction Contracts

Contracts for such items as the construction, alteration, repair, or improvement of public buildings, roads and bridges are considered construction contracts and are bound by separate regulations and require use of specific forms and procedures. Construction contracts, bidding and award procedures must comply with the California Public Contract Code, various State and Federal codes, IVDA Construction Procedures and regulations as indicated by the individual project. The insurance requirements listed in the Agency standard agreement apply regardless of the type of contractual relationship (contract or purchase order). Performance and payment

bonds are required for any contract exceeding \$25,000.

See [Public Works/Projects](#)

Supply Contracts

Price agreements for various standard materials or goods utilized by IVDA departments. A proof of insurance is not required for these types of contracts.

Purchase Order Contracts

A purchase order that is signed by both IVDA's Chief Executive Office or designee and the Vendor is a bilateral purchase order. IVDA's offer, in the form of a purchase order, is accepted when the Vendor signs the purchase order, creating a legally binding contract requiring the Vendor to perform per the terms and conditions of the contract. The advantage of a bilateral purchase order is that it provides legal rights to the IVDA in the event the Vendor fails to perform.

PURCHASE ORDERS

Purchase orders are commercial documents that reduce risk and provide evidence that authorized approval was obtained before placing an order for goods or services. Purchase orders may be [unilateral](#) or [bilateral](#). Purchase orders may also be issued as additional support for other types of contracts, to encumber or designate budget, assist with fiscal control of the contract, and to streamline the payment of the contract Vendor's invoices.

Purchase orders are required for the acquisition of services and goods under the minimum purchase method and should be used to support the administration of contracts. The Director of Finance approves exceptions. Exceptions include debt service (including leases), utilities, regulatory permits, and licenses (SCAQMD, CUPA, DIR, and others), and specified Agency-wide purchase arrangements administered by the Purchasing Department. Agency-wide arrangements exist with:

- Staples, and
- Amazon Prime Government

IVDA uses three types of purchase orders: blanket purchase (BPO), fixed price (FPO), and unpriced (UPO).

Blanket Purchase Order (BPO)

Blanket purchase agreements (BPA) are issued via a BPO and are only for purchases that are otherwise authorized by law, regulation, and these procedures. Individual purchases shall not exceed the micro-purchase threshold.

A BPO does not establish an exclusive purchasing arrangement between IVDA and the Vendor. Further, a BPO does not justify the Vendor as a single source. BPO's are established to:

- Reduce IVDA's administrative costs for issuing recurring irregular purchase orders to a specific vendor for higher volume small value goods and services.
- Expedite the purchase of goods and services by service Departments to enhance work order responses.

If a particular purchase is greater than the micro-purchase threshold, and there is an insufficient number of BPAs-BPOs to ensure maximum practicable competition, the Purchasing manager and Department Manager should:

- 1) Solicit quotations from other sources and make the purchase as appropriate; and
- 2) Establish additional BPAs via BPO to facilitate future purchases if,
 - Recurring requirements for the same or similar supplies or services seem likely.
 - Qualified sources are willing to accept BPAs; and
 - It is otherwise practical to do so.

BPA/BPO Purchase Documentation

Limit documentation of purchases to essential information and forms as follows:

- 1) Purchases should be made electronically (email), or orally when it is not considered economical or practical to use electronic methods.
- 2) A paper purchase document may be issued if necessary to ensure that the supplier and the purchaser agree concerning the transaction.
- 3) When a paper document is not issued, the Department must record the essential elements (*e.g.*, date, supplier, supplies or services, price, delivery date) on an informal memorandum, or on a department developed form for that purpose.
- 4) Cite the pertinent purchase details and the accounting and budget data.
- 5) When delivery is made to IVDA or the services are performed, the supplier's sales document, delivery document, or invoice may (if it reflects the essential elements) be used for the purpose of recording receipt and acceptance of the supplies or services. However, if the purchase is assigned to another organizational unit (department or

division) for administration, the authorized representative of that organizational unit shall document receipt and acceptance of supplies or services by signing and dating the specified form after verification and after notation of any exceptions.

BPA/BPO Review Procedures.

The Purchasing Manager and/or Department Manager using BPA/BPOs, or their designated representative, shall review a sufficient random sample of the BPA/BPO files at least annually to ensure that authorized procedures are being followed.

The contracting manager (Purchasing Manager and or Department Manager) that entered into the BPA/BPO shall:

- 1) Ensure that each BPA/BPO is reviewed at least annually and, if necessary, updated at that time; and
- 2) Maintain awareness of changes in market conditions, sources of supply, and other pertinent factors that may warrant making new arrangements with different suppliers or changing existing arrangements.

Completion of BPOs.

An individual BPO is considered complete when the purchases under it equal its total dollar limitation, if any, when its stated term expires if earlier than the fiscal year close, or when the fiscal year closes.

Fixed Price Purchase Order (FPO)

Fixed price purchase order shall:

- 1) Provide specifications (volume, dimensions, grade, capacity) of the items to be purchased.
- 2) Specify the quantity of supplies or scope of services ordered.
- 3) Have a determinable date by which delivery of the supplies or performance of the services is required.
- 4) Provide for inspection. Inspection and acceptance should be at a designated IVDA location (f.o.b. destination).
- 5) Specify f.o.b. destination for delivered supplies; and
- 6) Include any trade and prompt payment discounts that are offered

Completion of FPOs.

An individual FPO is considered complete when the purchases under it have been received or when the fiscal year closes. The Department is responsible for providing a list of backordered or unfulfilled FPO's before the fiscal year closes.

Unpriced Purchase Order (UPO)

An unpriced purchase order is an order for supplies or services, the price of which is not established at the time of issuance of the order.

An unpriced purchase order may be used only when-

- 1) It is impractical to obtain pricing in advance of issuance of the purchase order; and
- 2) The purchase is for-
 - a) Repairs to equipment requiring disassembly to determine the nature and extent of repairs.
 - b) Material available from only one source and for which cost cannot readily be established; or
 - c) Supplies or services for which prices are known to be competitive, but exact prices are not known (*e.g.*, miscellaneous repair parts, maintenance agreements).

Unpriced purchase orders may be issued on paper or electronically. A realistic monetary limitation, either for each line item or for the total order, shall be placed on each unpriced purchase order. The monetary limitation shall be an obligation subject to adjustment when the firm price is established. The contracting department shall follow up on each order to ensure timely pricing. The contracting Department Manager or designated representative shall review the invoice price and, if reasonable, process the invoice for payment.

Ratifying Purchase Order (RPO)

A RPO is a corrective purchase order that ratifies or confirms a department's decision to order goods and services before a BPO, FPO, or UPO was approved by the Purchasing Manager, Director of Finance, and Chief Executive Officer in FAMIS.

Additional written documentation is required in the purchase requisition packet to obtain a RPO. Typically, a RPO is necessary when an emergency purchase was made, authorized approval to purchase was obtained before placing an order for goods and services, or an order for goods and services was placed with a Vendor without an authorized approval.

Emergency Purchase

The purchase requisition attachment packet initiating the RPO must include the full explanation of the circumstances justifying the expense along with supporting documentation that was submitted to the Chief Executive Officer and the Director of Finance as required by the [Emergency Purchases](#) procedures.

Prior Approval Obtained Purchase

Attach evidence of the prior approval(s) to the purchase requisition attachment packet. Often, this is one or more emails that show that the Director of Finance and/or Chief Executive Officer have approved a department's request to place and order for goods or services with a Vendor before a purchase requisition is initiated or PO has been issued in FAMIS.

No Prior Approval Purchase

When no or inadequate prior approval has been obtained from authorized approvers, the Department Manager must provide a written explanation that 1) states the business purpose of the purchase, 2) acknowledges that the department did not follow IVDA's procurement and purchasing procedures; and 3) identifies the steps taken by the Department to prevent reoccurrence. The written explanation must attach the explanation to the purchase requisition packet in FAMIS.

PURCHASING CARD (CAL-CARD)

Purchases paid with a CAL-Card must follow IVDA's CAL-Card Procedures as well as all procurement and purchasing procedures described herein. Department Head approved micro-purchases may be paid with a IVDA Purchasing Card.

NON-PO PAYMENTS


Certain payment categories do not require a purchase order as they are covered by other agreements or constitute low risk. For these categories, a department may obtain an invoice and submit it directly to the Finance Department utilizing the "Check Request Form".

These include the following categories:

- Pre-Payments
- Arbitration/Settlements
- Postage/Freight
- Memberships and Subscriptions (excludes software)
- Real Estate Lease/License Payments
- Pay an Invoice for a Signed Contract

- Deposits
- Utilities
- Permits/License Fees (Non-IT)
- Taxes, Fees, or Other Government Payments
- Royalties

DRAFT

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 9, 2024</p> <p>ITEM NO: 11</p> <p>PRESENTER: Jillian Ubaldo, Clerk of the Board</p>
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SUBJECT: APPROVE MEETING MINUTES: AUGUST 14, 2024

SUMMARY

Submitted for consideration and approval by the IVDA Board: Meeting minutes of the regular meeting held Wednesday, August 14, 2024.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held August 14, 2024.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

None.

Attachments:

1. August 14, 2024 meeting minutes.

INLAND VALLEY DEVELOPMENT AGENCY

REGULAR MEETING BOARD ACTIONS

WEDNESDAY, AUGUST 14, 2024

5:00 P.M.

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



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

Board Members

City of Colton

Mayor Frank Navarro	Present
Mayor Pro Tem John Echevarria	Present
VACANT	

City of Loma Linda

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

County of San Bernardino

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

City of San Bernardino

Mayor Helen Tran	Present
Councilmember Juan Figueroa	Present
Councilmember Sandra Ibarra	Present (Arrived 5:04 p.m.)
Mayor Pro Tem Fred Shorett (alt)	Present (In Audience)

Staff Members and Others Present

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

The Regular Meeting of the Inland Valley Development Agency Board was called to order by Chairperson Phillip Dupper at approximately 5:02 P.M. on Wednesday, August 14, 2024, in the Main Auditorium of the Norton Regional Event Center, 1601 East Third Street, San Bernardino, California.

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

Roll call was duly noted and recorded.

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

B. **CLOSED SESSION PUBLIC COMMENT**

There were no closed session public comments.

C. **CLOSED SESSION**

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

- a. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: 1111 E. Mill Street, San Bernardino, CA 92408
Negotiating Parties: Michael Burrows, IVDA Chief Executive Officer and Terry Thompson, County of San Bernardino
Under Negotiations: Instructions will be given to the IVDA negotiator concerning availability of property, terms and price

D. **REPORT ON CLOSED SESSION**

Chairperson Phillip Dupper reconvened the meeting at 5:10 P.M. Chairperson Dupper asked Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP if there were any reportable items. Mr. Lewin reported that there were none.

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

There were no items to be added or deleted.

F. CONFLICT OF INTEREST DISCLOSURE

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

There were no conflicts noted.

G. INFORMATIONAL ITEMS

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

2. Informational Items
 - a. Chief Executive Officer Report
 - b. Report on the Inland Valley Infrastructure Corridor
 - c. Report on Sterling Avenue Project
- 2a. Mr. Michael Burrows, Chief Executive Officer, informed the Board that the tenant infrastructure improvements for the new tenant Local Agency Formation Commission of San Bernardino (LAFCO) have been completed.
- 2b. Mr. Burrows provided a brief update on the progress of the Environmental Impact Report (EIR) for the Inland Valley Infrastructure Corridor (IVIC) Project. He announced that the Notice of Availability will be published with notice to all interested parties on August 20, 2024, with a 62-day public review period and will close on October 21, 2024. Mr. Burrows stated that this project is an EIR and only focuses on improvement of public infrastructure, clarifying that there will not be any proposed changes to land use or zoning, and requested feedback from the IVDA Board regarding communication outreach at the next regular meeting.

Mayor Helen Tran asked if there will be publicly scheduled meetings during the public outreach period. Mr. Burrows requested feedback from the Board Members on directing staff regarding the frequency of public meetings.
- 2c. Mr. Burrows provided an update on the Sterling Avenue Project, informing the Board that the plan check is nearly complete.

Supervisor Joe Baca, Jr. remarked that he is looking forward to the infrastructure projects, commented on the EIR process, and highlighted the positive benefits to the community as a result of the IVIC EIR.

H. **BOARD CONSENT ITEMS**

3. Receive Register of Demands – August 14, 2024
4. Receive and file Cash Report for June 30, 2024, for the Inland Valley Development Agency (IVDA)
5. Approve Change Order No. 1 With AEC Moreno Corporation for \$25,850 for Additional Work Related to the Building 58: New Office Space Project; Approve the Filing of a Notice of Completion for this Contract and Authorize the Release of Retained Funds
6. Approve the Filing of a Notice of Completion with T & G Construction Services, Inc. for the Building 48: Security Office Project and Authorize the Release of Retained Funds
7. Approve Meeting Minutes: July 10, 2024

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

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

I. **BOARD ACTION ITEMS**

8. Approve the form of a Lease Agreement with Our Brew, LLC for a portion of building No. 58

Mr. Michael Burrows, Chief Executive Officer, informed the Board that a clarifying handout for Agenda Item No. 8 has been provided to address typos and discrepancies.

Darrell Hale, Property Manager, provided a brief report regarding the lease agreement, terms, and tenant improvements, and referenced a site map of Building No. 58.

Councilmember Rhodes Rigsby asked questions regarding the terms of the agreement, commenting on a specific term relating to tape material. Mayor Phillip Dupper inquired if seating will be available on the patio.

Michael Burrows, Chief Executive Officer, provided clarification on the agreement language and confirmed that seating is available outdoors.

Mayor Helen Tran inquired as to what brewery was located at the airport previously; Mr Burrows informed the Board that the previous brewery was Brew Rebellion.

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

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

9. Award a Construction Contract to Leonida Builders, Inc. in an Amount not to Exceed \$98,000 for the Building 48: Tenant Improvements Project

Mr. Jeff Barrow, Director of Development, provided an overview of the construction contract, detailing the proposed improvements to Building 48.

ACTION: Award a construction contract to Leonida Builders, Inc. in an amount not to exceed \$98,000 for the Building 48: Tenant Improvements Project; and authorize the Chief Executive Officer to execute all related documents.

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

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

Mr. Michael Burrows, Chief Executive Officer, presented the Annual Business Plan Priorities.

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

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

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "December 31, 2024 – IVDA Focal Areas" (as contained on page 126-128 in the Agenda Packet).

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

J. **ADDED AND DEFERRED ITEMS**

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

There were no closed session public comments.

L. **BOARD MEMBER COMMENT**


There were no Board Member comments.

M. **ADJOURNMENT**

There being no further business before the Board at this session, Chairperson Phillip Dupper declared the meeting adjourned at 5:27 P.M.

Approved at a Regular Meeting of the Inland Valley Development Agency Board on October 9, 2024.

Jillian Ubaldo
Clerk of the Board

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 9, 2024</p> <p>ITEM NO: 12</p> <p>PRESENTER: Jillian Ubaldo, Clerk of the Board</p>
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SUBJECT: CONSIDER AND ADOPT RESOLUTION NO. 2024-05 OF THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) AMENDING ITS CONFLICT OF INTEREST CODE AND AUTHORIZING SUBMISSION OF THE AMENDED CONFLICT OF INTEREST CODE AND 2024 LOCAL AGENCY BIENNIAL NOTICE TO THE COUNTY OF SAN BERNARDINO

SUMMARY

The Political Reform Act requires every local government agency to review its Conflict of Interest Code (COIC) on a biennial basis. The Inland Valley Development Agency COIC was last reviewed in 2022, and it was determined that an amendment to the COIC was necessary. Since that time, titles of existing positions have been revised and other positions have been added. Accordingly, the COIC should be amended to accurately reflect the existing positions.

RECOMMENDED ACTION(S)

Consider and adopt Resolution No. 2024-05 of the Inland Valley Development Agency (IVDA) amending its Conflict of Interest Code; and authorizing submission of the amended Conflict of Interest Code and 2024 Local Agency Biennial Notice to the County of San Bernardino.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

The Political Reform Act requires every local governmental agency to review its Conflict of Interest Code ("COIC") biennially to determine if it is accurate or, alternatively, that the COIC must be amended. Position titles have been revised and other positions have been added. Accordingly, the Code should be amended to accurately reflect the existing staff positions.

Once the amended COIC is adopted, notice of the amendment and a copy of the amendment will be submitted to the COIC reviewing body (County of San Bernardino Board of Supervisors) for approval. Exhibit "A" to the attached Resolution No. 2024-05 reflects the changes made to the COIC. These changes accurately designate all positions as required by the Political Reform Act.

Staff recommends the Board approve the above recommended action.

Attachments:

1. IVDA Resolution No. 2024-05 and attachments

RESOLUTION NO. 2024-05

**A RESOLUTION OF THE INLAND VALLEY DEVELOPMENT AGENCY
AMENDING ITS CONFLICT OF INTEREST CODE AND AUTHORIZING
SUBMISSION OF THE AMENDED CONFLICT OF INTEREST CODE TO
THE COUNTY OF SAN BERNARDINO**

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; and

WHEREAS, the IVDA is a public entity subject to the conflict of interest provisions of Government Code Sections 87300, et seq.; and

WHEREAS, due to the addition of an employment positions within the IVDA that must be designated pursuant to Government Code Section 87302(a), and/or relevant changes in the duties assigned to existing employment positions within the IVDA, it is appropriate for the IVDA to take action to amend the IVDA Conflict of Interest Code.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY 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 IVDA hereby acknowledges receipt of the following documents: (i) 2024 Local Agency Biennial Notice of the Chief Executive Officer regarding amendment of the

IVDA Conflict of Interest Code; and (ii) the proposed amendment to the IVDA Conflict of Interest Code, both of which are attached hereto as **Exhibit “A”**.

Section 3. On October 12, 2022, the IVDA considered the proposed amendment to the IVDA Conflict of Interest Code at a public meeting.

Section 4. The IVDA hereby finds and determines that due to the addition of employment positions, and revision of titles of existing positions within the IVDA that must be designated pursuant to Government Code Section 87302(a), and/or relevant changes in the duties assigned to existing employment positions within the IVDA, it is appropriate and desirable to amend the IVDA Conflict of Interest Code.

Section 5. The IVDA hereby amends its Conflict of Interest Code, in the form as presented at the meeting at which this Resolution was adopted. The Clerk of the Board is hereby authorized and directed, in consultation with legal counsel to the IVDA, to take all appropriate action on behalf of the IVDA to obtain the approval of the County of San Bernardino, as the code reviewing body, of the amendment to the IVDA Conflict of Interest Code effected by the adoption of this Resolution.

Section 6. This Resolution shall become effective immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this 9th day of October 2024.

MOTION:

SECOND:

AYES:

NOES:

ABSENT:

ABSTAIN:

Phillip Dupper, Chairperson
Inland Valley Development Agency

(SEAL)

Attest:

Jillian Ubaldo, Clerk of the Board
Inland Valley Development Agency

I, Jillian Ubaldo, Clerk of the Board of the Inland Valley Development Agency (IVDA) do hereby certify that the foregoing Resolution No. 2024-05 was duly and regularly passed and adopted by the IVDA governing Board at a regular meeting thereof, held on the 9th day of October, 2024, and that the foregoing is a full, true, and correct copy of said Resolution and that said Resolution has not been amended or repealed.

(SEAL)

Attest:

Jillian Ubaldo, Clerk of the Board
Inland Valley Development Agency

EXHIBIT "A"

1. 2024 Local Agency Biennial Notice
2. Appendix "A" (noting proposed amendments)
3. Appendix "B" (noting proposed amendments)

2024 Local Agency Biennial Notice

Name of Agency: Inland Valley Development Agency
Mailing Address: 1601 E. Third Street, San Bernardino CA 92408
Contact Person: Jillian Ubaldo Phone No. (909) 382-4100 ext. 122
Email: jubaldo@sbdairport.com Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☒ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

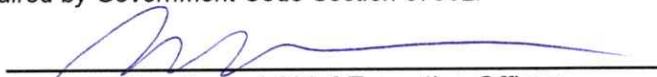
- ☒ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.



Signature of Chief Executive Officer

9/25/24

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

Clerk of the Board of Supervisors
385 N. Arrowhead Ave., 2nd Floor
San Bernardino, CA 92415

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

IVDA
APPENDIX "A"

<u>CATEGORY</u> [†]	<u>CATEGORY NO.</u>
1. Board Members	1
2. Oversight Board Members	1
3. Chief Executive Officer	2
4. Director of Development	2
5. Consultants*	2
6. Clerk of the Board	2
7. Director of Finance	2
8. Director of Aviation [†]	2
9. Director of Administration [†]	2
10. Manager of Planning & Programs	2
11. Property Manager	2
12. Project Manager	2
13. Deputy Clerk of the Board	2
14. Purchasing Manager	2
15. Marketing Manager	2
16. IT Manager	2
<u>17. HR Manager</u>	<u>2</u>

[†] The Chief Executive Officer of the Inland Valley Development Agency may add, delete or revise Inland Valley Development Agency employee positions by title, as designated reporting positions under this conflict of interest code, by giving written notice of any such addition or deletion to the Clerk of the Inland Valley Development Agency Board and subject to approval by the Board of the Inland Valley Development Agency within ninety (90) calendar days of the receipt of such notice by the Clerk of the Board.

* The Chief Executive Officer of the Inland Valley Development Agency may determine in writing that a particular consultant, although a designated position, is hired to perform a range of duties that is limited in scope and, thus, is not required to fully comply with the disclosure requirements described in this conflict of interest code. Such a written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of the consultant's disclosure requirements. The Chief Executive Officer's determination shall be a public record, maintained by the Clerk of the Board, and shall be retained for public inspection in the same manner and location as this conflict of interest code.


IVDA
APPENDIX "B"

Category No. 1

Persons in this category shall disclose those investments, interests in real property and income that are located or generated within an area which extends for five (5) miles from the boundaries of the former Norton Air Force Base. Persons in this category are already required to disclose investments, income, and interests in real property pursuant to Government Code Section 87202 as filed with each city member or the County. To the extent that any statement of financial interest on file with another public agency complies with the disclosure requirements of this Code, a duplicate copy of such statement shall be filed. In instances where the requirements of this Code impose greater disclosure requirements than required by a public agency where persons in this category have filed a statement of financial interest, such persons shall file either an original statement of financial interest or an expanded duplicate statement of financial interest.

Category No. 2

Persons in this category shall disclose those investments, interests in real property and income that are located or generated within an area which extends for five (5) miles from the boundaries of the former Norton Air Force Base.

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 9, 2024</p> <p>ITEM NO: 13</p> <p>PRESENTER: Jeff Barrow, Director of Development</p>
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SUBJECT: APPROVE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CORDOBA CORPORATION IN AN AMOUNT NOT TO EXCEED \$34,689 FOR ADDITIONAL SERVICES RELATED TO THE 3RD STREET CORRIDOR ROADWAY REHABILITATION PROJECT

SUMMARY

Approval of Amendment No. 3 in the amount of \$34,689 with Cordoba Corporation for Professional Services for the 3rd Street Corridor Roadway Rehabilitation Project. These additional services are needed to finalize the design phase of this project.

RECOMMENDED ACTION(S)

Approve Amendment No. 3 to the Professional Services Agreement with Cordoba Corporation to provide additional services in an additional amount not to exceed \$34,689; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for this amended professional services agreement is included in the approved IVDA Fiscal Year 2024-2025 3rd and 5th Street Capital Project, Account 63100 – Roadway Construction Capital Outlay in the amount of \$250,000 of which \$34,689 would be allocated for Amendment No. 3 to this professional services agreement.

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

BACKGROUND INFORMATION

On February 9, 2023, the Inland Valley Development Agency (IVDA) entered into an agreement with Cordoba Corporation for professional services to complete final preparation of plans and specifications for the 3rd Street Corridor Roadway Rehabilitation Project. Additional comments were received on the final submittal from the City of San Bernardino during the plan check process. Based on these comments, additional services are required to produce the final signed and approved "Bid Ready" PSE (plans, specifications, and estimates) packet. An increase of \$34,689 is needed to finalize these services.

Services rendered under the original agreement, Amendment No. 1 and Amendment No. 2 were completed and paid during FY 2023/24. If approved, the final adjusted contract agreement with Cordoba Corporation would be \$404,055, of which \$34,689 would be due and payable during FY 2024/25.

If approved, this closeout package will be submitted to CalTrans for review.

Original Agreement: \$ 270,047

Amendment 1: \$ 99,319 (Plan modifications)

Amendment 2: No Cost (Time Extension)

Amendment 3: \$ 34,689

Final Contract: \$ 404,055

Staff recommends that the Board approve the above recommended action.

Attachments:

1. Amendment No. 3

August 30, 2024

Jeff Barrow
Project Manager
Inland Valley Development Agency
1601 East Third Street
San Bernardino, CA 92408

Re: Amendment No. 3
3rd Street Corridor Widening Project: Del Rosa Drive to Victoria Avenue

Dear Mr. Barrow:

Please find attached the Amendment No. 3 for work performed on 3rd Street Corridor Widening Project for the period through July 31, 2024. The PSE design services contract for IVDA is 100% complete including Amendment No. 1. Cordoba has been working with IVDA to revise the design improvements and providing updated specifications and engineer's estimates. Amendment No. 1 included the additional overall project management and design construction services.

The Cordoba team received additional comments on Final Submittal from City of San Bernardino on June 6, 2024. Based on the final comments, Cordoba needed additional funds for Final signed approval "Bid-Ready" PSE. The work for this period included project coordination meetings, finalize TCE plats, and the Final PSE submittal package. The additional comments resulted in another submittal set which was outside of the scope for design construction services. The final bid-ready signed PSE was submitted on August 6, 2024.

Please call or email me with any questions or comments.

Regards,



Roberto Ramirez, P.E.
Project Manager

Encl: Progress Report and Amendment No. 3 Cost Summary



CORDOBA CORPORATION
LOS ANGELES • OAKLAND • SANTA ANA • SAN BERNARDINO

Amendment No. 3

Reporting Period: Through July 31, 2024

3rd Street Corridor Widening Project:

Del Rosa Drive to Victoria Avenue

PS&E Engineering Design Services

Prepared for:

Inland Valley Development Agency

1601 East Third Street

San Bernardino, CA 92408

Prepared by:

Cordoba Corporation

1611 E. 17th Street

Santa Ana, CA 92705

Submitted

August 30, 2024

Project Summary

Through July 31, 2024, the work consisted of project management/coordination, and construction design services including the additional final design per Amendment No 1 for modifying project scope of work limits. The project is 100% complete based on the overall Contract Value and Amendment No. 1. **Final PSE package was submitted on April 22, 2024.** Based on comments from City of San Bernardino, a **signed “Bid-Ready” PSE package was submitted on August 6, 2024**

During this period the following activities were performed:

Task 1.00: Project Management and Quality Control

This task includes communication and coordination with IVDA, subconsultants, and other stakeholders such as Caltrans Local Assistance. This task includes the supervision of team members to facilitate the performance of the work in accordance with the SOW and Amendment No. 1.

Task 1.00 “Project Management and Quality Control” to date is 100.0% complete

This task includes the everyday work effort of the Project Manager per the Scope of Work, as well as the work effort of all Project Office.

- No additional work for this Task

Task 2.00: Data Collection

This task includes the work of collecting existing as-builts, documents, and other information pertinent to the improvements. Design elements and information concerning land development or other improvements (adjacent to the project), local standards, build-out criteria, utilities and related items will be performed by the CONSULTANT in a timely manner.

Task 2.00 “Data Collection” to date is 100% complete

- No additional work for this Task

Task 3.00: PS&E Design

This task includes the development of a final “bid-ready” PS&E package consisting of detailed engineering layouts of the proposed project consisting of various roadway infrastructure improvements that is to be engineered and all other applicable elements associated with the bid package. The work includes sufficient discussion identifying all engineering related matters. The final deliverable shall consist of a complete PS&E Bid Package approved by the IVDA and corresponding agencies.

This Task includes the PS&E design work effort to amend the street improvements construction drawings per the Scope of Work, as well as the everyday work effort to manage and coordinate these activities. This Task also includes related Other Direct Costs.

Task 3.00 “PS&E Design” to date is 100% complete

- No additional work for this Task

Task 4.00: Amendment No. 1

This Task includes the PS&E design work effort to amend the street improvements construction drawings per the Scope of Work in Amendment No. 1, as well as the everyday work effort to manage and coordinate these activities.

Task 4.00 "Amendment No. 1" to date is 100% complete (through May 31, 2024)

Task 5.00: Amendment No. 3

This Task includes the construction design services to develop a final "bid-ready" PS&E package consisting of detailed engineering layouts and all other applicable elements associated with the bid package. The work includes sufficient discussion identifying all engineering related matters. The final "Bid-Ready" deliverable consists of a complete signed PS&E Package approved by the IVDA and corresponding agencies. The additional Bid-Ready PSE package was an extra final submittal not included in the amended SOW.

Task 5.00 "Amendment No. 3" to date is 100% complete (through July 31, 2024)

- Coordination with TDA for environmental documentation
- Coordination with HKA regarding Sterling Ave Project Improvements
- Finalized response to City of San Bernardino Final PSE comments that were received on 06/05/2024
- Response to Comments meeting with City of San Bernardino on 07/03/2024
- Finalized plan modifications for "Bid-Ready" PSE package; package submitted on 08/06/2024
- Updated engineer's estimate and specifications

Cordoba
Invoice No.: 2243125
PO #: 2023-185
Amendment No. 3

Inland Valley Development Agency
1601 East Third Street
San Bernardino, CA 92408-0131
Attention: Jeff Barrow

For professional design services performed through July 31, 2024.

3rd Street Corridor Widening: Del Rosa Drive - Victoria Avenue

TASK NO.	Description	Budget	% Complete	Prior Invoiced	Current Invoice	Invoiced to Date	Budget Remaining
1	Project Management & Coordination	\$19,448	100.0%	\$19,448	\$0	\$19,448	\$0
	Project Management/Quality Control	\$16,248	100.0%	\$16,248	\$0	\$16,248	\$0
	Document Control/Project Administration	\$3,200	100.0%	\$3,200	\$0	\$3,200	\$0
2	Data Collection	\$65,458	100.0%	\$65,458	\$0	\$65,458	\$0
	Data Collection	\$4,760	100.0%	\$4,760	\$0	\$4,760	\$0
	Survey/Topography	\$38,154	100.0%	\$38,154	\$0	\$38,154	\$0
	Right of Way Coordination	\$22,544	100.0%	\$22,544	\$0	\$22,544	\$0
3	Plans, Specifications, & Estimate (Design)	\$172,282	100.0%	\$172,282	\$0	\$172,282	\$0
	PS&E Coordination with Others (City Agencies, EVWD)	\$19,120	100.0%	\$19,120	\$0	\$19,120	\$0
	Draft Final PS&E Submittal	\$97,474	100.0%	\$97,474	\$0	\$97,474	\$0
	Final and Approved PS&E	\$55,688	100.0%	\$55,688	\$0	\$55,688	\$0
4	Amendment No. 1	\$99,319	100.0%	\$99,319	\$0	\$99,319	\$0
5	Amendment No. 3	\$34,689	100.0%	\$0	\$34,689	\$34,689	\$0
TOTAL LABOR COSTS		\$391,196	100.0%	\$356,507	\$34,689	\$391,196	\$0
Other Direct Expenses		\$12,859	100.0%	\$12,859	\$0	\$12,859	\$0

AMOUNT DUE THIS INVOICE:	\$34,689
---------------------------------	-----------------

Contract Amount/Amendments	\$404,055	
Total Invoiced to Date:	\$404,055	100.00% (Base Contract/Amendment No. 1)
Amount Remaining:	\$0	



TO: Inland Valley Development Agency Board

DATE: October 9, 2024

ITEM NO: 14

PRESENTER: Mitch Dattilo, Security Manager

SUBJECT: CONSIDER AND ADOPT THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) LANDSIDE NOTICE OF VIOLATION PROGRAM FOR ENFORCEMENT OF AIRPORT RULES & REGULATIONS, AND PARKING VIOLATIONS ON IVDA PROPERTIES

SUMMARY

If adopted, the proposed IVDA Landside Notice of Violation Program (LNOV or Program) would authorize Airport Security Officers to enforce Airport Rules and Regulations for badged employees and tenants, as well as parking violations, in accordance with California Vehicle Code, on all IVDA landside properties. Staff would utilize the third-party ticket processing service, DATA Ticket, for citation administration. Fines, fees, and penalties would be managed under IVDA Operating Directive 24-001.

RECOMMENDED ACTION(S)

Staff recommends the Commission adopt IVDA Operating Directive 24-001 that would implement the Inland Valley Development Agency Landside Notice of Violation Program (LNOV) and authorize IVDA Security Officers to issue parking citations on IVDA owned properties.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

In 2020, the SBIAA Commission approved an Operating Directive that allowed authorized personnel to enforce Airport Rules and Regulations within the Airport Operations Area (AOA or Airfield) through the Notice of Violation (NOV) Program.

The growth in visitors, travelers and tenants has caused an increase in violations of the Airport Rules and Regulations outside of the AOA, which is commonly referred to as the Landside Operation of the Airport. At that time, there were no controls in place to deter violations, such as parking issues, badge violations, or damage to airport property. In June of 2024, the SBIAA Operating Directive was amended to address these concerns.

These same ongoing issues necessitate the development and implementation of a Landside Notice of Violation (LNOV) Program on IVDA properties. The Program will include two functions: The ability for authorized personnel to enforce Airport Rules and Regulations and to enforce parking violations on IVDA owned properties.

The Airport's growth and continued expansion has resulted in many ancillary effects. Among these is a marked increase in the number of vehicles entering and exiting Airport property. However, with this increase in vehicular traffic, particularly in the corridors and parking areas leading to and from the domestic terminal area, there has been an increase in infringements ranging from white-line violations and double parking to handicap parking violations. Currently, IVDA Security Officers are not authorized to issue notices of parking violations.

The IVDA is a Joint Powers Authority (per Government Code Section 6500) and is, by definition a "public agency", with the authority to enforce parking provisions of the California Vehicle Code (VC). In particular, Section 40202(a) of the VC grants the authority for IVDA Security Officers to issue notices of parking violations on IVDA properties. This is a customary practice at similar airports, school districts and colleges throughout the State.

Many city and county agencies, along with special districts, use the third-party company (DATA Ticket) to manage the administrative side of the citation. This includes processing, notification and subsequent fees associated with the citation. The company also administers the initial appeal and schedules any formal appeal that could be heard in Superior Court, if applicable. Lastly, the company works directly with the California Department of Motor Vehicles (DMV) if any delinquent fees are to be attached to the vehicle's registration.

Staff recommends the Commission adopt the above recommended action.

Attachments:

1. Landside Notice of Violation and Parking Enforcement Handbook.
2. Proposal changes to Airport Security Policies Manual.

3. Sample of Notice of Violation Form.
4. Sample Parking Citation
5. Proposed Landside NOV Policy



Landside
Notice of Violation and
Parking
Enforcement
Handbook

Contents

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• Introduction.....	9
• Citation Appeal Process	9
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• Violations and Fines	10

Key Contacts

Airport Security

- Security Office (909) 252-7826
 - Roving Security Officers (909) 832-2393
- (909) 454-5970

Notice of Violation Program

Introduction:

This Operating Directive is designed to ensure compliance with the San Bernardino International Airport Authority (SBIAA) Rules and Regulations. This Operating Directive includes: 1. SBIAA Rules and Regulations as they relate to the operation of vehicles on SBIAA / IVDA properties, other than within the Air Operations Area (AOA). These regulations, and enforcement thereof, are applicable to all individuals having been issued an airport access badge.

Purpose:

Compliance with this Operating Directive is mandatory for anyone issued an airport access badge. This includes all SBIAA / IVDA employees, tenants and their employees, agents, representatives, contractors, and/or sub-lessees. In addition, to facilitate compliance, this Operating Directive provides a progressive enforcement mechanism and penalty structure to ensure a safe, respectful and efficient airport environment. A written "Notice of Violation" (NOV) will be issued for instances of violation or non-compliance with the rules and regulations contained within this handbook.

By accepting an SBIAA / IVDA issued airport access badge, the holder agrees to abide by these rules and regulations, and understands that violation may result in the immediate suspension or revocation of their SBIAA / IVDA issued airport access badge, as well as possible banning from the airport and its associated properties.

Enforcement Procedures:

Consistent with SBIAA Rules and Regulations a Landside NOV will be issued on behalf of the Chief Executive Officer, by Airport Security, to any person(s) found violating these regulations. Safety violations, or progressive violations may result in permanent revocation of the violators airport issued access badge.

- I. **General:** Compliance actions will be based on one or more of the following factors:
 - a. Severity of the violation.

- b. The effect (either actual or potential) on public safety and/or the environment (i.e. did the violation result in extensive damage to airport property, cause an operational impact to airport business, result in the arrest or prosecution of the violator, etc.).
 - c. If the violation did, or could have resulted in personal injury, loss of human life, and/or damage to Airport property or facilities.
 - d. The violator's knowledge, either negligent or intentional, of the regulation violated.
 - e. Any history of violations, including individuals and/or tenants, previous enforcement actions involving the site, Airport tenant, business or individual.
 - f. The effectiveness of the enforcement action as a deterrent to similar violations.
- II. **Compliance Actions:** In accordance with SBIAA Rules and Regulations, Airport Security Officers will take enforcement actions on behalf of the Chief Executive Officer by issuing notices of violation on SBIAA / IVDA owned property.
- III. **Types of Enforcement:** Any Airport user, tenant, their employees, agents, representatives, contractors, and/or sub-lessees in violation will receive a written NOV for non-compliance with these SBIAA Rules and Regulations.

Appeal Process:

- I. Appeals from the receipt of an NOV may be filed in writing to the Airport Security Manager or designee. The Airport Security Manager will then review the information submitted and make a decision as to whether a violation actually occurred and whether any sanctions imposed as a result of this violation are appropriate.
- II. Should the recipient of the NOV request an appeal of the Airport Security Manager's decision, the Chief Executive Officer, or his designee, would then make a last and final determination. Barring any appeals and decisions made within the appeals process, all NOV's are final decisions.

Penalties and Actions:

Penalties that are imposed as a result of safety and security violations will be categorized in levels. Levels will escalate from Level I through Level III. However, because of the nature of the offense, some violations will immediately result in permanent revocation of the violator's airport access badge. The list of violations provided is not meant to be all encompassing. Any offense not covered below will be evaluated on a case by case basis at the sole discretion of the SBIAA / IVDA.

If a violation has created an imminent danger, or rose to the level of a serious or willful offense, Airport Security Officers are authorized to issue a notice of violation, confiscate the violator's airport access badge AND order the violator to leave the airport property. In the event that the violator does not comply with the officer's order to leave, the violator will be subject to arrest per California Penal Code 602.

For the purposes herein, the terms Imminent Danger and Willful Offense are defined as follows:

- a. **"Imminent Danger"** means the existence of any offense, act or practice in a manner that could reasonably be expected to immediately cause death or physical harm to any person(s), the environment, or airport operations.
 - b. **"Willful Offense"** means an individual has failed to follow SBIAA Rules and Regulations, or the individual repeats a violation for which they have already received a NOV.
- I. **Notice of Violation records are kept on file as follows:**
- a. **Level I (non-hazardous violations)** = Records kept for 24 consecutive calendar months.
 - b. **Level II (potentially hazardous or administrative violations)** = Records kept for balance of current year, plus 4-years.
 - c. **Level III (violations resulting in injury, loss of life, destruction of airport property, etc.)** = Records kept permanently.

Violation Levels

	1st Violation	2nd Violation in one year	3rd Violation In two years	4 th Violation In three years
Level I	VERBAL WARNING	ACCESS BADGE SUSPENSION FOR 24-HOURS	ACCESS BADGE SUSPENSION FOR 5-DAYS	PERMANENT ACCESS BADGE REVOCATION AND REMOVAL FROM PROPERTY
Level II	ACCESS BADGE SUSPENSION FOR 24HOURS	ACCESS BADGE SUSPENSION FOR 5-DAYS	PERMANENT ACCESS BADGE REVOCATION AND REMOVAL FROM PROPERTY	
Level III	PERMANENT ACCESS BADGE REVOCATION AND REMOVAL FROM PROPERTY			

Types of Violations

		Level 1	Level 2	Level 3	Immediate Revocation
1. Moving Violations on Airport Property					
a.	Speeding on roadways or in parking lots within airport property		•		
b.	Driving on Airport Property without a valid driver's license		•		
c.	Parking vehicles and/or equipment within 15-ft. of fire hydrant or other fire control apparatus	•			
d.	Vehicle registration violation (Not displaying proper decals or permits)	•			
e.	Failure to observe stop sign		•		
f.	Erratic or reckless driving			•	
2. Security Violations on Airport Property					
a.	Vandalizing, removing, tampering with, or intentionally damaging any airport property				•

b.	Allowing unauthorized access into Airport Parking Lots		•		
c.	Piggybacking, tailgating, or other inappropriate method to gain entrance into Airport Parking Lots		•		
d.	Unauthorized use of Airport badge to gain access into or out of a parking lot.		•		
e.	Lending an Airport access badge to another person or using another's badge		•		
f.	Failure to cooperate with Airport Security/Police.			•	
g.	Circumventing security equipment or facilities, or deliberately compromising Airport security			•	

3. Safety and Health Violations

a.	Littering on airport property	•			
b.	Urinating / defecating on airport property	•			

c.	Possession or use of narcotics, illegal drugs as listed under Federal Law, or marijuana on airport property			•	
d.	Unauthorized consumption of alcohol on airport property			•	
d.	Feeding wildlife or encouraging the feeding of wildlife.	•			
e.	Unauthorized congregating on airport property.	•			
f.	Threatening another person, fighting / challenging to fight.				•
g.	Illegal possession of a weapon on airport property				•

4. Non-Moving Violations on Airport Property

a.	Vehicle parked in No Parking Zone	•			
b.	Parking in Fire Lane	•			
c.	Unauthorized parking or storing derelict vehicles on airport property	•			
d.	Parking over lines (using more than one stall)	•			

e.	Failure to report an accident or damage that was the result of a collision		•		
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Issuing Notices of Violation

515.1 PURPOSE AND SCOPE

The purpose of this policy is to outline the responsibility and procedure for the issuing of Notices of Violation by Airport Authority Security Officers on Airport property. The violations enforced within the AOA, through the issuing of a Notice of Violation (NOV), will be consistent with the policy set forth in the Airport Badging Handbook. Violations enforced outside the AOA will be consistent with the policies set forth in the Landside Notice of Violation and Parking Enforcement Handbook.

Notices of Parking Violation shall be issued in accordance with Policy's 517 and 518.

515.2 NOTICE OF VIOLATION

A Notice of Violation (NOV) is a form issued by authorized SBIAA personnel for violations of any rules, regulations and laws governing the Airport, and occurring either within, or outside the Air Operations Area (AOA).

- A. For purposes of this procedure:
 - 1. The Air Operations Area includes:
 - a) Movement Area
 - b) Non-Movement Area
 - c) Secure Area
 - d) SIDA Area
 - 2. The Landside Area includes:
 - a) All SBIAA and IVDA Owned Parking Lots
 - b) All SBIAA and IVDA Owned Roadways
 - c) Any other property owned, operated or maintained by either the SBIAA or IVDA

515.3 AUTHORITY

Airport Authority Security Officers have the authority to stop and contact persons observed committing a violation of any rule, regulation, or law occurring on any SBIAA or IVDA owned property, and, if necessary, issue a Notice of Violation (NOV) for said violation.

In the event that the violator refuses to identify themselves, or is non-compliant with the enforcement action (which includes refusing to sign the NOV or produce / surrender an issued access badge), Airport Security Officers have the authority to confiscate the violators issued access badge and escort the person from the property. If the individual refuses to leave the property they shall be subject to arrest per PC 602(u) and/or (v).

515.3.1 DISCRETIONARY ENFORCEMENT

The SBIAA and IVDA have an expectation that Airport Security Officers will perform their duties in a diligent and professional manner. However, officers are given the power of discretion, with the hopes of achieving voluntary compliance.

515.4 NOTICE OF VIOLATION FORM USE

The Notice of Violation form is to be used exclusively for violations occurring on, or within, properties owned, operated or maintained by the SBIAA or IVDA, and under the following guidelines:

- A. A Notice of Violation form may be used to notify an airport access badge holder that they were observed committing a violation of established rules, regulations, or federal law. In issuing an NOV authorized employees shall complete all appropriate boxes on the face of the form. This shall include:
 - 1. The date and approximate time of the violation;
 - 2. The name, date of birth and other appropriate violator identifying information;
 - 3. The make, model, license number, and other vehicle identifying information;
 - 4. The location of the violation (i.e.: specific gate, parking lot or ramp location);
 - 5. The appropriate violation shall be identified;
 - 6. The officers first initial and last name, and employee number (not badge number);
 - 7. Signature of the violator and providing the violator with the yellow copy of the NOV;
 - 8. The notes section on the reverse side of the white copy shall also be completed.
- B. In the event that the violator's airport access badge is confiscated the issuing officer shall staple the badge to the upper-left-hand corner of the white copy of the Notice of Violation and submit it as described in subsection D.
- C. Notices of Violation are serial numbered. Each employee shall be issued a book containing 25 forms. Employees are responsible for accounting for each NOV in the book.
- D. Completed Notices of Violation issued by Airport Security Officers will be placed in the Security Manager's IN box by the end of the officer's shift.

515.5 VOIDED OR SPOILED NOTICES OF VIOLATION

In the event it becomes necessary to void a Notice of Violation, or the form becomes spoiled, the employee shall write "VOID" across the front of the form, and place ALL copies in the Security Manager's IN box.

515.6 DISMISSING / CANCELLING NOTICES OF VIOLATION AFTER ISSUANCE

Employees of this department do not have the authority to dismiss or cancel a Notice of Violation once it has been issued. Requests from officers to cancel or dismiss Notices of Violation shall be referred to the Airport Security Manager via memorandum.

515.7 PROCESSING / RETAINING AND ADMINISTERING NOTICES OF VIOLATION

- A. Each copy of the Notice of Violation form is identified for distribution. The Airport Authority Security Manager, or his designee, each business day, shall ensure that the white copy of each Notice of Violation issued by Airport Security Officers is submitted to the Airport Operations Office for proper data input and, if applicable, TSA notification and then forwarded to the Airport Badging Office for administrative processing.
- B. In accordance with SBIAA / IVDA Records Retention Schedule (Version 9.5 – Policy AIR-037, Rev. 3-22-23,) the green department copies of Notices of Violation issued by Airport Security Officers will be maintained in the Security Office for the remainder of the current year, then stored in the Security Department Property / File Room for four years, or until resolution, whichever is longer, prior to destruction.
- C. In the event that the Notice of Violation is issued to an SBIAA or IVDA employee, the Airport Security Manager shall see that a copy of the notice is forwarded to Human Resources for consideration of further administrative action.

515.8 NOTICE OF VIOLATION REVIEW AND APPEAL PROCESS

- A. The Airport Operations Department (which includes the Airport Security Coordinator and Airport Manager) shall review all Notices of Violation for further administrative action.
- B. Requests for Notice of Violation Appeal shall be made in accordance with SBIAA Operating Directive 16-001 – Airport Badging Handbook.



**SAN BERNARDINO
INTERNATIONAL AIRPORT AUTHORITY
NOTICE OF VIOLATION**

☐ AOA
☐ NON-AOA

No **001234**

DATE _____ TIME _____ DAY OF WEEK _____
AM /PM S M T W T F S

NAME (First, Middle, Last)

DRIVER'S LICENSE No.

STATE

DOB

ADDRESS

CITY

STATE

ZIP

VEHICLE LICENSE No.

STATE

MAKE

MODEL

COLOR

EMAIL ADDRESS

PHONE No.

AIRPORT BADGE INFORMATION

AIRPORT ACCESS BADGE No

VIOLATION TYPE

CONFISCATED

☐ SIDA

☐ AOA

☐ STERILE

☐ YES ☐ NO

COMPANY NAME

SUPERVISOR

LOCATION OF VIOLATION

VIOLATION INFORMATION

☐

1-A

SPEEDING ON AOA (_____ MPH IN _____ MPH ZONE)

☐

1-D

FAILURE TO USE FLASHING LIGHTS, BECON OR FLAG

☐

1-G

ERRATIC OR RECKLESS DRIVING IN AOA

☐☐☐

2-C

FAILURE TO SECURE AOA GATE OR ACCESS DOOR

☐

2-E

IMPROPER ENTRY / PIGGYBACKING OR TAILGATING

☐☐

OFFICER'S NAME

EMPLOYEE NO.

☐ AIRPORT SECURITY

☐ AIRPORT OPERATIONS

I ACKNOWLEDGE THAT I AM THE RECIPIANT OF THIS VIOLATION AND PROMISE TO ANSWER THE VIOLATION IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED ON THE BACK OF THIS NOTICE.

SIGNATURE:

WHITE – BADGING OFFICE COPY

**SAN BERNARDINO
INTERNATIONAL AIRPORT AUTHORITY
NOTICE OF VIOLATION**

OFFICERS NOTES / OBSERVATIONS

PATROL VEHICLE NUMBER:	WEATHER	ROAD	LIGHTING
HOW VIOLATOR IDENTIFIED:			
<input type="checkbox"/> DRIVERS LICENSE	<input type="checkbox"/> AIRPORT ACCESS BADGE		
<input type="checkbox"/> OTHER: _____			

NOTES / OBSERVATIONS:

[illegible]

(BACKSIDE OF WHITE BADGING OFFICE COPY)



**SAN BERNARDINO
INTERNATIONAL AIRPORT AUTHORITY
NOTICE OF VIOLATION**

No **001234**

DATE		TIME	DAY OF WEEK	
		AM/PM	S M T W T F S	
NAME (First, Middle, Last)				
DRIVER'S LICENSE No.		STATE	DOB	
ADDRESS				
CITY		STATE	ZIP	
VEHICLE LICENSE No.		STATE		
MAKE	MODEL		COLOR	
EMAIL ADDRESS			PHONE No.	
AIRPORT BADGE INFORMATION				
AIRPORT ACCESS BADGE No	TYPE <input type="checkbox"/> SIDA <input type="checkbox"/> AOA <input type="checkbox"/> STERILE		CONFISCATED <input type="checkbox"/> YES <input type="checkbox"/> NO	
COMPANY NAME		SUPERVISOR		
LOCATION OF VIOLATION				
VIOLATION INFORMATION				
<input type="checkbox"/>	1-A	SPEEDING ON AOA (_____ MPH IN _____ MPH ZONE)		
<input type="checkbox"/>	1-D	FAILURE TO USE FLASHING LIGHTS, BECON OR FLAG		
<input type="checkbox"/>	1-G	ERRATIC OR RECKLESS DRIVING IN AOA		
<input type="checkbox"/>	1-J	FAILURE TO OBSERVE STOP SIGN		
<input type="checkbox"/>	2-A	FAILURE TO DISPLAY BADGE INSIDE AOA		
<input type="checkbox"/>	2-C	FAILURE TO SECURE AOA GATE OR ACCESS DOOR		
<input type="checkbox"/>	2-E	IMPROPER ENTRY / PIGGYBACKING OR TAILGATING		
<input type="checkbox"/>	4-K	SMOKING IN AOA		
<input type="checkbox"/>				
OFFICER'S NAME			EMPLOYEE NO.	
<input type="checkbox"/> AIRPORT SECURITY <input type="checkbox"/> AIRPORT OPERATIONS				
<div style="border: 2px solid red; padding: 5px;">I ACKNOWLEDGE THAT I AM THE RECIPIANT OF THIS VIOLATION AND PROMISE TO ANSWER THE VIOLATION IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED ON THE BACK OF THIS NOTICE. SIGNATURE:</div>				
YELLOW - VIOLATOR COPY				

**SAN BERNARDINO
INTERNATIONAL AIRPORT AUTHORITY
NOTICE OF VIOLATION**

IMPORTANT – READ CAREFULLY

WARNING: If you fail to follow the instructions listed below you may be subject to denial, suspension or revocation of unescorted access privileges by the San Bernardino International Airport Authority.

NOTICE OF VIOLATION (NOV): A Notice of Violation is written by officials from San Bernardino International Airport for failing to comply with airport rules and regulations, or any other offense, or for any reason that has been determined to be in the best interest of airport

ENFORCEMENT ACTION: San Bernardino International Airport Authority has a right to deny, suspend or revoke authorization of unescorted privileges. If you have been found responsible for the infraction written on this NOV you may be subject to retraining, suspension or revocation of unescorted privileges. Individual violators found to have committed three (3) violations within a two (2) year period may be subject to revocation of unescorted privileges.

WHAT TO DO

INDIVIDUAL VIOLATORS:

1. The violation must be answered by you within seven (7) business days of the date of issue. Response shall be made by reporting to the Badging Control Office, either in person, or by telephone at (909) 382-2381.
2. First and second-time violators must retake SIDA training.
3. Third-Time violators, within a two (2) year period, may have their access badge revoked.
4. Violators who do not respond to this notice within seven (7) days will have their access badge deactivated.

COMPANY VIOLATIONS:

1. The NOV must be answered by the cited company within seven (7) business days, through a written response, on original letterhead, provided to the Badging Office, either in person, or through email at badging@sbdairport.com. The response must state action(s) taken by the company to prevent further violations from occurring.
2. Failure to comply may result in an administrative hold being placed on the company, preventing new applicants from receiving access badges until compliance has been achieved.

If you choose to contest this NOV you must submit a written response to the Badging Office at badging@sbdairport.com, no later than seven (7) business days after the "Date of Violation". Please include your name, company name, NOV number and a telephone contact number.



**SAN BERNARDINO
INTERNATIONAL AIRPORT AUTHORITY
NOTICE OF VIOLATION**

No **001234**

DATE		TIME	DAY OF WEEK	
		AM/PM	S M T W T F S	
NAME (First, Middle, Last)				
DRIVER'S LICENSE No.		STATE	DOB	
ADDRESS				
CITY		STATE	ZIP	
VEHICLE LICENSE No.		STATE		
MAKE	MODEL		COLOR	
EMAIL ADDRESS			PHONE No.	
AIRPORT BADGE INFORMATION				
AIRPORT ISSUE BADGE No	TYPE		CONFISCATED	
	<input type="checkbox"/> SIDA <input type="checkbox"/> AOA <input type="checkbox"/> STERILE		<input type="checkbox"/> YES <input type="checkbox"/> NO	
COMPANY NAME		SUPERVISOR		
LOCATION OF VIOLATION				
VIOLATION INFORMATION				
<input type="checkbox"/>	1-A	SPEEDING ON AOA (_____ MPH IN _____ MPH ZONE)		
<input type="checkbox"/>	1-D	FAILURE TO USE FLASHING LIGHTS, BEACON OR FLAG		
<input type="checkbox"/>	1-G	ERRATIC OR RECKLESS DRIVING IN AOA		
<input type="checkbox"/>	1-J	FAILURE TO OBSERVE STOP SIGN		
<input type="checkbox"/>	2-A	FAILURE TO DISPLAY BADGE INSIDE AOA		
<input type="checkbox"/>	2-C	FAILURE TO SECURE AOA GATE OR ACCESS DOOR		
<input type="checkbox"/>	2-E	IMPROPER ENTRY / PIGGYBACKING OR TAILGATING		
<input type="checkbox"/>	4-K	SMOKING INSIDE AOA		
<input type="checkbox"/>				
OFFICER'S NAME			EMPLOYEE NO.	
<input type="checkbox"/> AIRPORT SECURITY <input type="checkbox"/> AIRPORT OPERATIONS				
<div style="border: 2px solid red; padding: 5px;">I ACKNOWLEDGE THAT I AM THE RECIPIANT OF THIS VIOLATION AND PROMISE TO ANSWER THE VIOLATION IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED ON THE BACK OF THIS NOTICE.</div> SIGNATURE:				
GREEN - DEPARTMENT COPY				



INLAND VALLEY DEVELOPMENT AGENCY PARKING CITATION

No **IVD001234**

DATE	TIME	DAY OF WEEK
	AM/PM	S M T W T F S
LICENSE NUMBER / VIN #	STATE	EXP DATE

VEHICLE MAKE	MODEL	BODY STYLE	COLOR
--------------	-------	------------	-------

LOCATION OF VIOLATION (STREET ADDRESS)

DESCRIPTION OF VIOLATION – CHECK APPLICABLE BOX

	CODE	DESCRIPTION	BAIL	AFTER 21 DAYS
<input type="checkbox"/>	VC 5204	FAIL TO DISPLAY CURRENT REG. TABS	\$54.00	\$89.00
<input type="checkbox"/>	VC 22500.1	NO PARKING - FIRE LANE	\$116.00	\$151.00
<input type="checkbox"/>	VC 22500(c)	NO PARKING – RED ZONE	\$116.00	\$151.00
<input type="checkbox"/>	VC 22500(h)	DOUBLE PARKING	\$54.00	\$89.00
<input type="checkbox"/>	VC 22500(k)	PARKED UPON A BRIDGE	\$116.00	\$151.00
<input type="checkbox"/>	VC 22500(l)	BLOCKING WHEELCHAIR RAMP	\$116.00	\$151.00
<input type="checkbox"/>	VC 22505(b)	DO NOT STOP, PARK, OR LEAVE STANDING PER POSTED SIGNAGE	\$54.00	\$89.00
<input type="checkbox"/>	VC 22507.8	PARKED IN HANDICAPPED ZONE / STALL	\$485.00	\$520.00
<input type="checkbox"/>	VC 22514	FIRE HYDRANT – WITHIN 15 FEET	\$116.00	\$151.00
<input type="checkbox"/>		OTHER:		

OFFICER'S NAME	EMPLOYEE NO.
----------------	--------------

NOTICE: You may (1) pay by mail, using the envelope provided **DO NOT SEND CASH!** (2) Pay with a credit card at www.citationprocessingcenter.com or 800-989-2058; or (3) Contest this citation by submitting a written request for an Administrative Review, to the address below.

THERE WILL BE A \$25.00 SERVICE CHARGE FOR ALL RETURNED CHECKS

Failure to pay the bail, or to request an Administrative Review within 21 days, may result in additional penalties and the filing of a lien with the DMV against your vehicle registration.

CERTIFICATE OF CORRECTION (A \$10.00 CORRECTION FEE IS REQUIRED FOR ALL CORRECTED SECTIONS)				
SECTION VIOLATED	SIGNATURE OF OFFICER CERTIFYING CORRECTION	BADGE / ID NUMBER	CERTIFYING AGENCY	DATE

If paying by check or money order, make payable to the "INLAND VALLEY DEVELOPMENT AGENCY" and mail in attached envelope to:

SAN BERNARDINO INLAND VALLEY DEVELOPMENT AGENCY
c/o Parking Citation Processing Center
P.O. Box 10479
Newport Beach, Ca. 92658-0479

WHITE - AGENCY COPY



INLAND VALLEY DEVELOPMENT AGENCY PARKING CITATION

No **IVD001234**

DATE		TIME	DAY OF WEEK	
		AM/PM	S M T W T F S	
LICENSE NUMBER / VIN #			STATE	EXP DATE
VEHICLE MAKE		MODEL	BODY STYLE	COLOR
LOCATION OF VIOLATION (STREET ADDRESS)				
DESCRIPTION OF VIOLATION – CHECK APPLICABLE BOX				
<input type="checkbox"/>	VC 5204	FAIL TO DISPLAY CURRENT REG. TABS	\$54.00	\$89.00
<input type="checkbox"/>	VC 22500.1	NO PARKING - FIRE LANE	\$116.00	\$151.00
<input type="checkbox"/>	VC 22500(c)	NO PARKING – RED ZONE	\$116.00	\$151.00
<input type="checkbox"/>	VC 22500(h)	DOUBLE PARKING	\$54.00	\$89.00
<input type="checkbox"/>	VC 22500(k)	PARKED UPON A BRIDGE	\$116.00	\$151.00
<input type="checkbox"/>	VC 22500(l)	BLOCKING WHEELCHAIR RAMP	\$116.00	\$151.00
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<input type="checkbox"/>	VC 22514	FIRE HYDRANT – WITHIN 15 FEET	\$116.00	\$151.00
<input type="checkbox"/>		OTHER:		
OFFICER'S NAME			EMPLOYEE NO.	

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SAN BERNARDINO INLAND VALLEY DEVELOPMENT AGENCY
c/o Parking Citation Processing Center
P.O. Box 10479
Newport Beach, Ca. 92658-0479

YELLOW - PREPROCESSING COPY



INLAND VALLEY DEVELOPMENT AGENCY PARKING CITATION

No **IVD001234**

DATE	TIME	DAY OF WEEK						
	AM/PM	S	M	T	W	T	F	S
LICENSE NUMBER / VIN #		STATE		EXP DATE				
VEHICLE MAKE		MODEL		BODY STYLE		COLOR		
LOCATION OF VIOLATION (STREET ADDRESS)								
DESCRIPTION OF VIOLATION – CHECK APPLICABLE BOX								
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<input type="checkbox"/>	VC 22500.1	NO PARKING - FIRE LANE	\$116.00	\$151.00				
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<input type="checkbox"/>		OTHER:						
OFFICER'S NAME			EMPLOYEE NO.					

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SAN BERNARDINO INLAND VALLEY DEVELOPMENT AGENCY
c/o Parking Citation Processing Center
P.O. Box 10479
Newport Beach, Ca. 92658-0479

BLUE - VIOLATORS COPY

FROM:

NAME: _____

ADDRESS: _____

PLACE
STAMP
HERE

**INLAND VALLEY DEVELOPMENT AGENCY
C/O PARKING CITATION PROCESSING CENTER
P.O. BOX 10479
NEWPORT BEACH, CA. 92658-0479**

Issuing Parking Citations – IVDA Property

517.1 PURPOSE

To establish a standardized policy for the issuing, processing, storage, and retention of parking citations issued by San Bernardino International Airport Authority (SBIAA) Security Officers for California Vehicle Code violations, on properties owned, operated, and / or maintained by the Inland Valley Development Agency.

517.2 JURISDICTIONAL SCOPE OF PARKING VIOLATION NOTICES

Pursuant to California Government Code Section 6500, the Inland Valley Development Agency (IVDA) is a Joint Powers Authority that has the ability to exercise the powers granted to them by applicable law.

Per California Vehicle Code Section 40202(a) Airport Authority Security Officers are authorized to issue notices of parking violation on behalf of the IVDA in order to enforce parking regulations on properties owned, operated, and / or maintained by the Inland Valley Development Agency.

517.2.1 DISCRETIONARY ENFORCEMENT

The IVDA has an expectation that Airport Security Officers will perform their duties in a diligent and professional manner. However, officers are given the power of discretion, with the hopes of achieving voluntary compliance, before taking enforcement action through the issuing of a citation.

517.3 CITATION FORM USE

The Parking Citation form is to be used exclusively for parking violations of the California Vehicle Code, which include, but are not limited to, the following guidelines:

- A. A Parking Citation form may be used to issue notice of parking violation by completing all appropriate boxes on the face of the citation. This shall include:
 1. The date and approximate time of the violation;
 2. The exact street address (or hundred block) where the violation occurred (airport building numbers or names are not acceptable);
 3. The vehicle license number and registration expiration month and year, as displayed on the vehicle's license plate;
 4. The last four digits of the vehicle identification number, if that number is readable through the windshield.
 - a. If the vehicle is not displaying any license plates the entire VIN number must be included on the citation.
 5. The make, model and color of the vehicle.
 6. The violation shall be checked and the dollar amount of the fine circled;
 7. The officers first initial, last name, and employee number (not badge number).

- B. Parking citations are serial numbered. Each officer shall be issued one book (containing 25 citations) by the Airport Security Manager, or his designee. Each officer is responsible for accounting for each citation in the book.
- C. California Vehicle Code Section 4000(a) – Expired Registration is NOT a parking violation and shall not to be enforced using the Parking Citation form.
 - 1. Pursuant to VC 5204(e), when no evidence of current registration is displayed, prior to issuing a citation for violation of VC 5204, the officer shall:
 - a) Verify, using available DMV records, that no current registration exists for that vehicle. A citation shall not be issued for failure to comply with VC 5204 against any vehicle that has a current registration on file with the Department of Motor Vehicles.
 - b) Only after an officer has verified that a parked vehicle does not have current registration on file, in excess of 30 days, is it appropriate to issue a citation for is VC 5204 – Fail to display current registration tags.
 - 2. For enforcement purposes, all registrations expire on the last date of the month. Enforcement action is not to be taken until 30-days after the end of the month of expiration. For example, if the registration expires any day in June, enforcement would not begin until August 1st of that year.
 - 3. Parking citations for failure to display registration tags shall not be issued to vehicles parked in any pay, or gate controlled parking lots.
- D. Only one violation may be placed on each Parking Citation form.
- E. In the event of inclement weather, parking citations shall be placed in protective plastic sleeves.
- F. The blue copy of the notice of parking violation shall be attached to the vehicle, either under the windshield wiper or in another conspicuous place upon the vehicle, so as to be easily seen by the person in charge of the vehicle upon their return. (VC 40202(b))
- G. Completed parking citations will be placed in the Security Manager's IN box.

517.4 DISABLED PERSONS PARKING ENFORCEMENT

Disabled person's parking stalls and spaces (as defined in VC 22511.8) can be found at various locations throughout the Airport. Enforcement is the responsibility of the Airport Security Department, whose officers shall issue citations when such violations come to their attention.

- A. Disabled persons in vehicles, with either a plastic hanging mirror placard, or disabled person's license plates, are not exempt from parking restrictions, such as "no parking" zones, Fire Lanes, and domestic terminal white zones.

- B. Disabled person's placards, or plates, issued by foreign jurisdictions are granted the same parking privileges as similar plates or placards issued by the State of California. (VC 22511.5)

517.5 PARKING VIOLATION PENALTIES

Parking violation fines shall be established by resolution in a schedule of fines, penalties, late payment penalties, and other related charges for parking violations. These fees will be managed in accordance with the applicable Operating Directive.

517.6 VOIDED OR SPOILED PARKING CITATIONS

In the event it becomes necessary for an officer to void a citation, or the citation becomes spoiled, the officer shall write "VOID" across the front of the citation, and place ALL copies in the Security Manager's IN box.

517.7 DISMISSING / CANCELLING PARKING CITATIONS AFTER ISSUANCE

Employees of this department do not have the authority to dismiss or cancel a citation once it has been issued. Requests from officers to cancel or dismiss parking citations shall be reviewed by the Airport Security Manager, or his designee, and are subject to the following provisions:

- A. If, within 21 days after the notice of parking violation is attached to the vehicle, the issuing officer, or the issuing agency, determines that, in the interest of justice, the notice of parking violation should be canceled, the issuing agency, pursuant to subdivision (a) of Section 40215, shall cancel the notice of parking violation or, if the issuing agency has contracted with a processing agency, shall notify the processing agency to cancel the notice of parking violation pursuant to subdivision (a) of Section 40215. The reason for the cancellation shall be set forth in writing. (VC 40202(e)).
- B. Under no circumstances shall a personal relationship with any officer, public official, or law enforcement agency be grounds for cancellation. (VC 40202(f)).
- C. All parking citations dismissed or cancelled after being issued require the approval of the Airport Security Manager.

517.8 PROCESSING / RETAINING CITATIONS AND ADMINISTRATIVE SERVICES

The IVDA has entered into a contractual agreement with Data Ticket Inc., of Irvine California, to administer the processing, collection and first two appellate levels of the parking citation program.

- A. On Monday and Wednesday of each week, the Airport Security Manager, or his designee, will ensure that all parking citations issued that week are scanned and forwarded electronically to Data Ticket Inc. for processing.
- B. The white agency copies of citations will be maintained in the Security Office for the remainder of the current year, then stored in the Security Department Property Room for four years, or until resolution, whichever is longer, before destruction.

517.9 PARKING CITATION REVIEW AND APPEAL PROCESS

The California Vehicle Code (VC 40215) outlines the civil procedures for the appeal and collection process of parking citations. Initial reviews (first level) of parking citations are conducted by the Airport Security Manager, or his designee. Administrative hearings (second level) are conducted through Data Ticket, by a contracted Hearing Officer. Final reviews (third level), if requested by the violator, are conducted by the San Bernardino County Superior Court.



TO: Inland Valley Development Agency Board

DATE: October 9, 2024

ITEM NO: 15

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: CONSIDER AND DISCUSS A REPORT ON ECONOMIC DEVELOPMENT INITIATIVES

SUMMARY

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

RECOMMENDED ACTION(S)

Consider and discuss a report on Economic Development Initiatives.

FISCAL IMPACT

None. For consideration and discussion.

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

BACKGROUND INFORMATION

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

Attachments:

1. PowerPoint Presentation.



Inland Valley Development Agency **ECONOMIC DEVELOPMENT UPDATE**

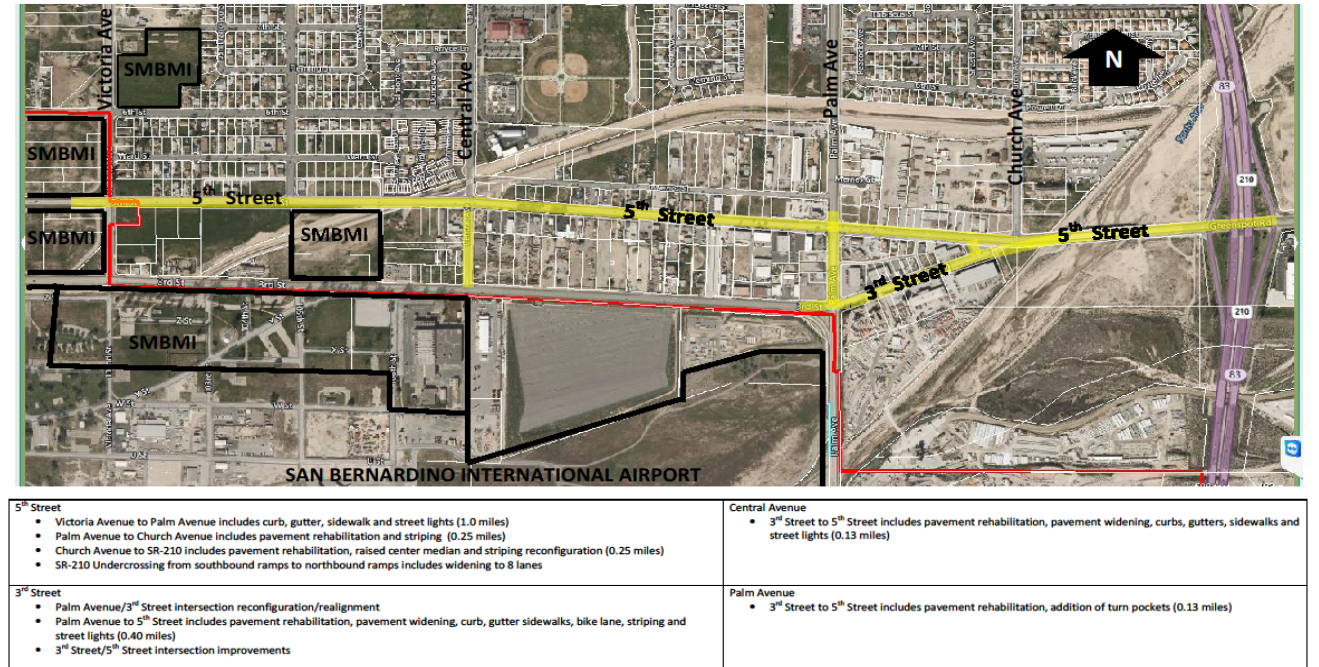
October 9, 2024



INFRASTRUCTURE

3rd and 5th Street Corridor Improvements Project

- **EDA Grant:** In partnership with SMBMI and City of Highland
- **Engineering:** Hernandez, Kroone and Associates
- **Final Project Cost:** \$10,113,923

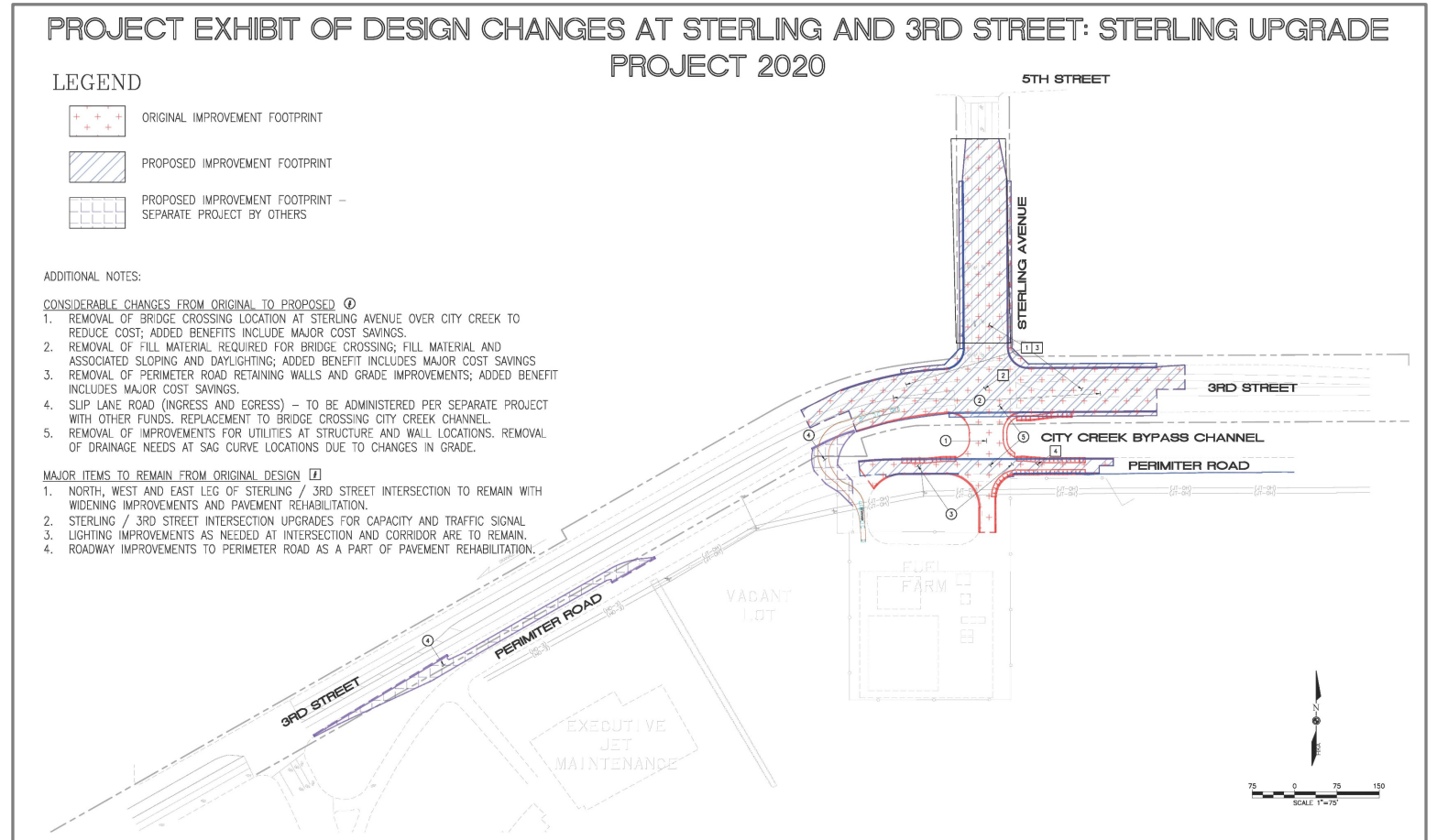


2017 Economic Development Agency (EDA) Public Works and Economic Adjustment Assistance Grant Program
Project Proposal to Support Economic Development, Faster Job Creation, and Attract Private Investment in Economically Distressed Areas of Highland and San Bernardino

INFRASTRUCTURE

Sterling Avenue Improvements

- Between 3RD and 5TH Streets
- EDA Grant No. 07-01-07779
- Aerial Exhibit
- Estimated Project Cost: \$3,814,391



INFRASTRUCTURE

3rd Street Corridor Project

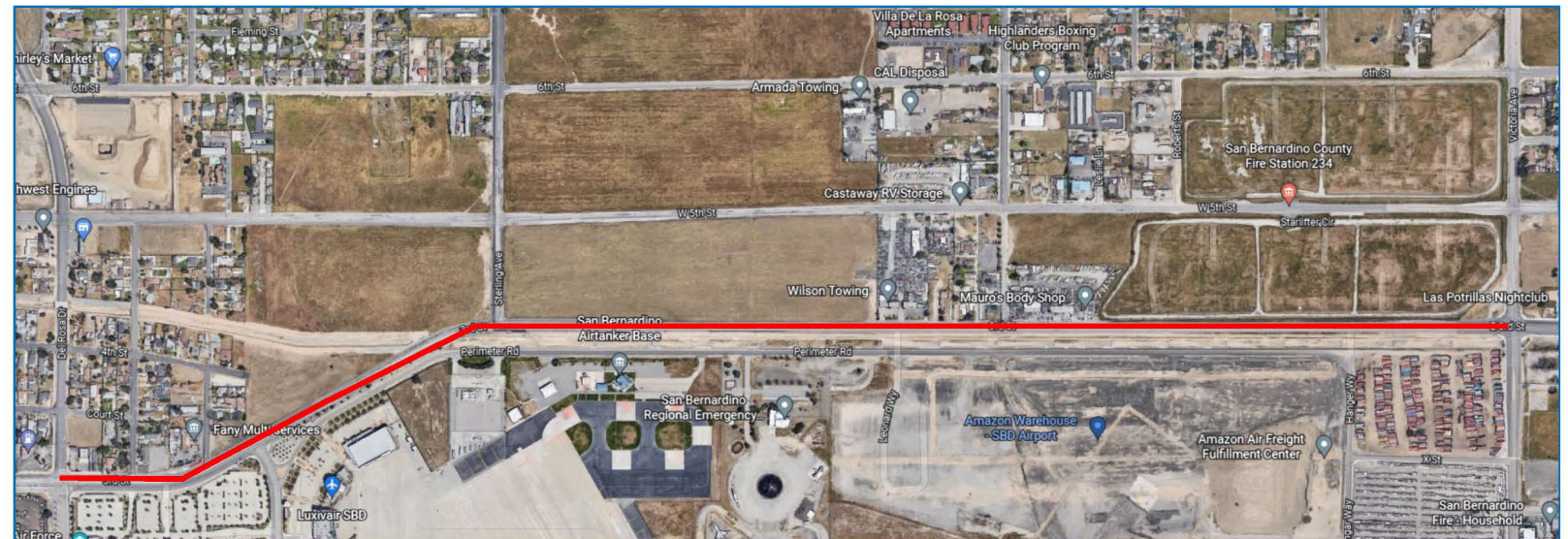
- Between Victoria Ave to Del Rosa Ave
- Aerial Exhibit
- Estimated Project Cost: \$3.2 Million



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



Project limits 



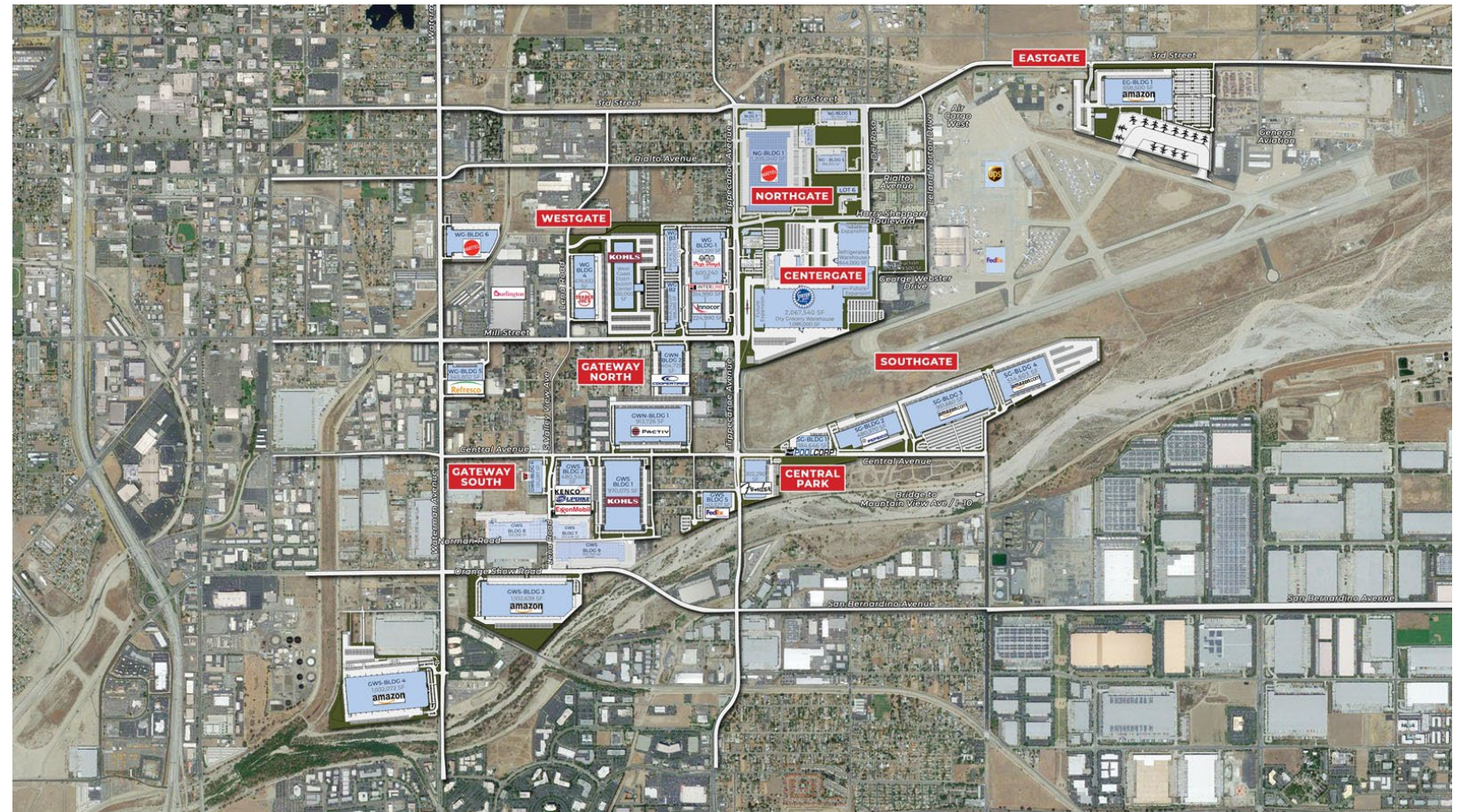
INFRASTRUCTURE

EV Charging Stations

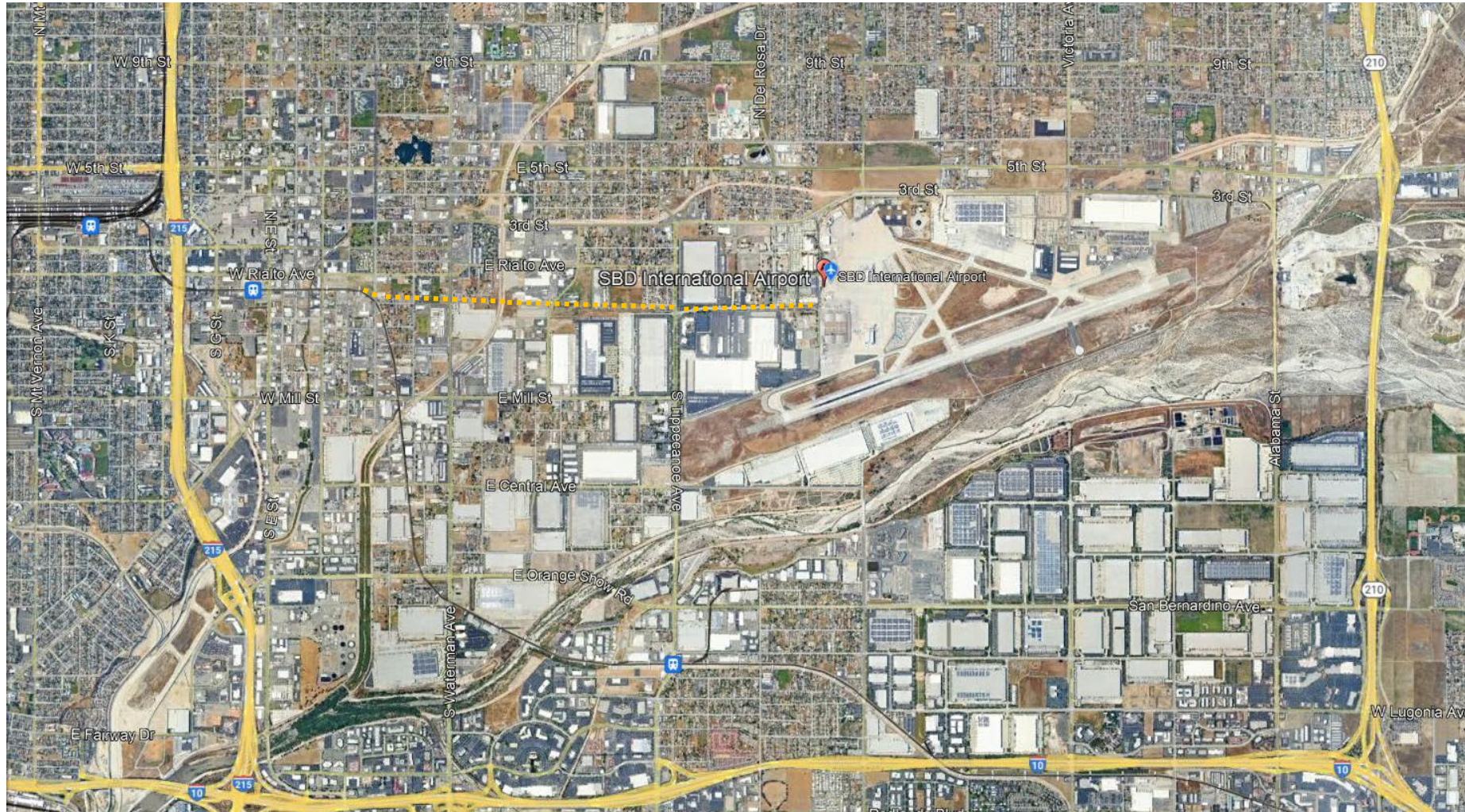
DFAS 1 Stations
scheduled for
installation end of
2024



Norton AFB – AllianceCalifornia 2024



Potential Commuter Rail Concept



..... Commuter Rail Concept

Foreign Trade Zone (FTZ)

1996



UAS Center at SBD



*The UAS Center at SBD continues to focus on our 3 pillars:
Fueling Innovation • Creating Safer Communities • Developing Our Workforce.*


- **Drone Pilot Training**

- **Youth:** Expansion into South Central Los Angeles through Community Partners (\$80 million nonprofit funding organization), via The Engineer Factory (a STEM-focused organization), our launch of a uniquely *scalable* drone pilot exam prep and certification program for youth ages 16-24.
- **Post-Secondary / ROP:** Substantial increase in the number of drone pilot trainings contracted by San Bernardino County Superintendent of Schools, including both beginner and advanced trainings.
- **Search & Rescue:** The Center supports Sheriffs Departments' SAR teams of the counties of San Bernardino, Riverside and Okanogan County (Washington) with cutting-edge drone pilot training using the latest techniques and technologies in support of SAR missions.

- **Research Associate Program**

- This program is expanding into a second university – Cal Poly San Luis Obispo - with a focus on computer programming and software engineering arenas with the Center's drone client companies.
- Our Embry-Riddle Aeronautical University Research Associate program has now reached into Canada's drone software industry, further increasing the Center's brand awareness.



	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 9, 2024</p> <p>ITEM NO: 16</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) THROUGH DECEMBER 31, 2024

SUMMARY

On December 9, 2015, the IVDA Board adopted a Strategic Plan, and in 2020 updated its Business plan, which identify key dates and deliverables in an effort to focus Inland Valley Development Agency (IVDA) Staff and resources to increase organizational and operational efficiencies and results.

RECOMMENDED ACTION(S)

Review the Action Plan for the Inland Valley Development Agency through December 31, 2024.

FISCAL IMPACT

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

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

BACKGROUND INFORMATION

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

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

For review and discussion.

Attachments:

1. IVDA Action Plan.

December 31, 2024 – IVDA Focal Areas



JPA Obligations

UAS Center at SBD

Amended ROPS

Alliance-California Obligations

Northgate Development

Gateway South Development

Economic Development
Programs

Inland Valley Infrastructure
Corridor

Sterling Avenue

Grant Programs & Initiatives



Inland Valley Development Agency

Action Plan for IVDA (12/31/24)

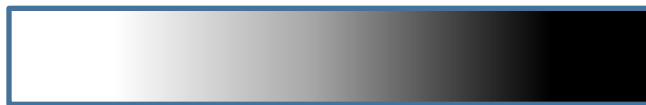
Month	Key Initiative	Key Resources	Completion Date
July, 2024	Updated Action Plan; UAS Center; IVIC EIR	IVDA Board & Committee, CEO, General Counsel, Director of Finance, Staff	July 31, 2024
August, 2024	Sterling Avenue; Airport Roadways	IVDA Board & Committee, CEO, Director of Finance, Staff	August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

IVDA Action Plan – Implementation



October, 2024

Sub-Initiative Status:



Incomplete

In Process

Completed

Amended ROPS
(IVDA Oversight Board)

Grant Program Report &
Initiatives

JPA and Interagency Revenues
and Resources

Alliance-California Obligations
Northgate Development
Gateway South Development

Economic & Community
Development Initiatives

Inland Valley Infrastructure
Corridor
Sterling Avenue

Business Plan Update

