

INLAND VALLEY DEVELOPMENT AGENCY

REGULAR MEETING AGENDA
WEDNESDAY, OCTOBER 11, 2023
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

Councilmember, 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

John Lenart

Councilmember, City of Loma Linda

Fred Shorett

Mayor Pro Tem, City of San Bernardino

Dawn Rowe

Supervisor, County of San Bernardino

- Full agenda packets are available at the IVDA office, 1601 East Third Street, San Bernardino, California, will be provided at the meeting, and are posted in the Agenda section of our website at www.ivdajpa.org. Office hours are 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.

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

D. REPORT ON CLOSED SESSION

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

ORDER OF BUSINESS - OPEN SESSION

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

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

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

F. **CONFLICT OF INTEREST DISCLOSURE**

1. **POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF OCTOBER 11, 2023**
[PRESENTER: Jennifer Farris, Clerk of the Board; PAGE#: 005]

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#: 012]

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 - OCTOBER 11, 2023**
[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 013]
4. **RECEIVE AND FILE CASH REPORT FOR AUGUST 31, 2023 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)**
[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 018]

5. APPROVE MEETING MINUTES: SEPTEMBER 13, 2023
[PRESENTER: Jennifer Farris, Clerk of the Board **PAGE#:** 021]

I. BOARD ACTION ITEMS

6. CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#:** 031]
7. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CAL INTERPRETING & TRANSLATIONS (CIT) IN AN AMOUNT NOT TO EXCEED \$26,000 TO PROVIDE SPANISH TRANSLATION SERVICES FOR INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETINGS
[PRESENTER: Michael Lewin, IVDA Legal Counsel **PAGE#:** 034]
8. CONSIDER AND DISCUSS A REPORT ON ECONOMIC DEVELOPMENT INITIATIVES
[PRESENTER: Myriam Beltran, Manager of Planning & Programs **PAGE#:** 054]
9. REVIEW STATUS OF THE ACTION PLAN FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) THROUGH DECEMBER 31, 2023
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#:** 065]

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 8, 2023.

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 11, 2023</p> <p>ITEM NO: 1</p> <p>PRESENTER: Jennifer Farris, Clerk of the Board</p>
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SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETING OF OCTOBER 11, 2023

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

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

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

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

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

<u>Agenda Item No.</u>	<u>Contractors/Tenants</u>	<u>Subcontractors/Subtenants</u>
	<u>Cal Interpreting & Translations</u>	
7.	Igal Saidian, President/Partner Hersel Saidian, Silent Partner	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).

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 11, 2023</p> <p>ITEM NO: 2a</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER REPORT

SUMMARY

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


BACKGROUND INFORMATION

None.

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

Attachments:

None.

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 11, 2023</p> <p>ITEM NO: 3</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: RECEIVE REGISTER OF DEMANDS - OCTOBER 11, 2023

SUMMARY

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

RECOMMENDED ACTION(S)

Receive for information.

FISCAL IMPACT

Disbursements for amounts due in September 2023.

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

Total disbursement activities for September 2023 amount to \$304,826.48 that include the following.

- **Professional Services:** California Strategies & Advocacy LLC; CJMC Holdings 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; Robert E. McGraw; Rogers, Anderson, Malody & Scott LLP; Terry Parish; The Natelson Group; Tom Dodson & Associates, and Zenaida Global were paid \$107,266.10.
- **Capital Projects Cost:** No disbursements were made for capital projects costs.
- **Utilities:** Burrtec Waste Industries Inc., City of SB Water Department, Southern California Edison, The Gas Company, and Verizon Wireless were paid \$77,503.58.
- **Employees Benefits:** Metropolitan Life Insurance Co., Texas Life Insurance Company, and United World Life Insurance Co. were paid \$16,436.27.

Attachments:

1. Register of Demands for the October 11, 2023 Board Meeting.
2. Visa Breakdown - August 2023.

***Inland Valley Development Agency
Register of Demands for Board Meeting
October 11, 2023***


Line	Company Name	Description	Amount
1	Accurate First Aid Services LLC	First aid supplies	160.60
2	ADT LLC	Fire and burglar alarm monitoring	313.94
3	AlSCO Inc.	Mat maintenance	291.68
4	Amazon Capital Services Inc.	Office supplies and equipment	2,632.50
5	Basic Backflow	Test and certify for valve	90.00
6	Board Members	Directors fees	1,575.00
7	Burrtec Waste Industries Inc.	Refuse	977.19
8	C & A Janitorial Services	Janitorial services	11,313.46
9	California Strategies & Advocacy LLC	Professional lobbying and related consulting services	5,000.00
10	CDW - Government Inc.	IT equipment	3,277.02
11	CED-Consolidated Electrical Distributors	Electrical supplies	21.91
12	City of SB Water Department	Water and sewer services	22,574.66
13	CJMC Holdings LLC	Professional services - consulting capital projects	1,400.00
14	D&A Consulting	Professional services - UAS Center drone standards development	4,375.00
15	Desmond & Louis Inc.	Professional event services agreement for marketing and media	4,000.00
16	Dib's Safe & Lock Service	Key and lock services	8.73
17	Encore Lighting Inc.	Lighting supplies	728.63
18	Ewing Irrigation Products Inc.	Landscape and irrigation supplies	137.81
19	FedEx	Courier services	226.06
20	Ferguson US Holdings, INC	Plumbing supplies and material	919.80
21	Fleet Services LLC	Security deposit	21,106.00
22	Granicus LLC	Annual for agenda automation, steaming, and meeting management	13,314.45
23	Hernandez, Kroone & Associates Inc.	Professional services to provide civil engineering and survey services	20,140.00
24	Imagine Systems Inc.	IT consulting services	5,467.38
25	Influential Drones	FAA Waiver application	1,500.00
26	Inmark / Precision Signs	Board room name plates for new members / staff	27.46
27	Innovative Federal Strategies LLC	Federal legislative advocacy services	5,000.00
28	Jennifer Farris	Per diem for travel	291.11
29	Kasch Graphic Design	Two marque signs for Inland Action	215.50
30	Melissa Sutton	Per diem for travel	430.60
31	Metropolitan Life Insurance Co	Employee group benefits - dental	7,822.36
32	Miller Management & Consulting Group	Master Municipal Clerks Academy registration for J. Farris	1,350.00
33	Mirau Edwards Cannon Lewin & Tooke LLP	Professional services - legal	14,302.00
34	Mobile Modular Management Corp	Mobile office rent - UAS Center @ SBD, Perimeter Rd.	4,001.15
35	NAFBM	Annual grant to Norton Air Force Base Museum	6,000.00
36	Product Research Gear LLC	Professional services to provide consulting for UAS Center on drone emergency response	2,650.86
37	Quench USA, Inc.	Water purification system for Building 48	232.73

Inland Valley Development Agency
Register of Demands for Board Meeting
October 11, 2023

Line	Company Name	Description	Amount
38	Robert E Mc Graw	Professional services to provide appraisal services for 5th St. and Sterling Ave.	4,500.00
39	Rogers, Anderson, Malody & Scott LLP	Professional services for 2022/23 audit	11,145.00
40	San Bernardino International Airport	Security deposit for Salvation Army due from SBIAA	2,000.00
41	South Coast Air Quality Mgmt. District	Annual generator and storage permit fees	665.26
42	Southern California Edison	Electricity	50,643.90
43	Tactical Drone Concepts	'Understanding UAS Maintenance' class enrollment for D. Graham	4,140.00
44	Terry Parisher	Professional services to provide consulting to UAS Center on drone policy creation for public and private entities	2,100.00
45	Texas Life Insurance Company	Group benefits - additional life insurance	2,297.55
46	The Gas Company	Gas	1,797.50
47	The Natelson Dale Group Inc.	Professional services agreement for the preparation of an Annual Performance Update to the Comprehensive Economic Development Strategy	10,395.00
48	The Port of Long Beach	Annual fee for Foreign Trade Zone	1,000.00
49	Therma, LLC	Unplanned repairs and maintenance for HVAC system in Building 48	2,559.19
50	Tom Dodson & Associates	Professional services for environmental services	3,680.00
51	Toshiba Business Solutions	Maintenance for office equipment for Building 48	376.29
52	United Rentals Inc.	Emergency rentals for portable AC units for DFAS tenants	12,855.15
53	United World Life Insurance Co	Employee group benefits - life insurance	6,316.36
54	Verizon Wireless	Wireless monthly service and equipment purchases	1,510.33
55	Visa	Office supplies and other misc. charges	9,599.50
56	Western Exterminator Company	Pest control	259.00
57	Zenaida Global	Professional consulting services - UAS Center at SBD	13,110.86
			304,826.48

VISA Breakdown
August 2023
IVDA

Line	Description	Vendor	Dept.	Amount
1	Remote ID tags for UAS Center drones	Shop Drone Tag	UAS	2,042.86
2	Monthly subscription fee for financial software	Intuit QuickBooks	Finance	799.75
3	Branded apparel in support of UAS Center at SBD	Unity	UAS	831.55
4	Promotional stationary products	AnyPromo.com	UAS	195.45
5	LinkedIn Recruiter Online Access	LinkedIn	HR	1,439.88
6	Labels for filing records	Tab Products	COB	204.00
7	Interview panel working lunch	Chipotle	HR	69.79
8	Promotional products - coffee mugs	4Imprint.com	UAS	410.20
9	Contribution agency dial-in line	FreeConferenceCall.com	Admin	10.00
10	Contribution agency dial-in line	FreeConferenceCall.com	Admin	10.00
11	Contribution agency dial-in line	FreeConferenceCall.com	Admin	10.00
12	Membership for Institute of Internal Auditors	IIA Store	Finance	190.00
13	Annual dues for M. Sutton	City Clerks Association of CA	COB	250.00
14	Secure HR fax line	Interfax	HR	9.50
15	Membership for Association of Internal Certified Professional Accountants	AICPA	Finance	549.00
16	UAS Center Press Release	24-7 Press Release	UAS	139.00
17	Office Decor - Building 48	Sam's Club	Admin	102.55
18	Office Supplies	Staples	Admin	105.95
19	FAA Drone License Exam	PSI Services	UAS	175.00
20	FAA Drone License Exam	PSI Services	UAS	175.00
21	FAA Drone License Exam	PSI Services	UAS	175.00
22	Annual dues for J. Farris for the Municipal Management Association of Southern CA due from SBIAA	Municipal Management Association of Southern California	COB	90.00
23	Office Decor - Building 48	Sam's Club	Admin	14.03
24	FAA Drone License Exam	PSI Services	UAS	(175.00)
25	Incentives for annual open enrollment	Smart & Final	HR	47.97
26	Expenses due from SBIAA for Association Workplace Investigation Annual Conference	AWI	HR	850.00
27	Expenses due from SBIAA for air travel to Association Workplace Investigation Annual Conference	AWI	HR	456.96
28	Reimbursement due from SBIAA for promotional products	4Imprint.com	Marketing	421.06
				\$ 9,599.50
	VISA Statement Balance			\$ 9,599.50
	Date Prepared: 09/30/2023			

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 11, 2023</p> <p>ITEM NO: 4</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: RECEIVE AND FILE CASH REPORT FOR AUGUST 31, 2023 FOR THE INLAND VALLEY DEVELOPMENT AGENCY (IVDA)

SUMMARY

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

RECOMMENDED ACTION(S)

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

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

Attached is the Cash Report for August 31, 2023, for the Inland Valley Development Agency. The total book value of Cash, Investments, and Investments Held with Fiscal Agent accounts is \$35,266,790.27 on August 31, 2023. Banks' statements reflect \$35,274,967.99. The difference in totals is due to the outstanding checks on August 31, 2023.

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

Attachments:

1. Cash Report for August 31, 2023.

Inland Valley Development Agency
Cash Report
August 31, 2023

IVDA JPA CASH


<u>Cash</u>	Balance 06/30/23	Activities	Balance 08/31/23
<i>MMKT/ Savings Account - CHASE Bank</i>	2,830,818.39	119.35	2,830,937.74
<i>Checking Account - CHASE Bank</i>	2,638,913.88	(651,611.08)	1,987,302.80
Deposits In Transit:			
Beginning	61,044.13	(61,044.13)	-
Ending		55,000.00	55,000.00
Outstanding Checks:			
Beginning	(113,992.05)	113,992.05	-
Ending		(63,177.72)	(63,177.72)
<i>Payroll Account - CHASE Bank</i>	36,450.01	(35,477.28)	972.73
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
<i>BRORF Account - CHASE Bank</i>	4,304,317.30	181.47	4,304,498.77
<i>Cash with Fiscal Agent- MECLT Trust</i>	1,228,260.30	(331,316.15)	896,944.15
Subtotal	10,985,811.96	(973,333.49)	10,012,478.47
<u>Investments</u>			
<i>Local Agency Investment Funds - Regular Account</i>	76,889.25	-	76,889.25
<i>Local Agency Investment Funds - Bond Account</i>	123,190.84	-	123,190.84
Total	200,080.09	-	200,080.09
Subtotal JPA Cash & Investments	11,185,892.05	(973,333.49)	10,212,558.56

IVDA SUCCESSOR AGENCY CASH

<i>RORF Account -CHASE Bank</i>	8,403,194.32	(8,321,314.28)	81,880.04
<u>Investments Held With Fiscal Agent</u>			
Special Fund - US Bank - 2014 series	9.12	8,321,314.28	8,321,323.40
Interest Account - US Bank - 2014 series	2,516.09	0.01	2,516.10
<i>Reserve Account- US Bank - 2014 series</i>	16,648,366.79	70.70	16,648,437.49
<i>Principal Account - US Bank- 2014 series</i>	-	-	-
<i>2011 Project Fund - US Bank - 2014 series</i>	74.68	-	74.68
Subtotal SA Cash & Investments	25,054,161.00	70.71	25,054,231.71
Total Cash and Investments	\$ 36,240,053.05	(973,262.78)	\$ 35,266,790.27

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


Mark Cousineau, Director of Finance

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 11, 2023</p> <p>ITEM NO: 5</p> <p>PRESENTER: Jennifer Farris, Clerk of the Board</p>
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SUBJECT: APPROVE MEETING MINUTES: SEPTEMBER 13, 2023

SUMMARY

Submitted for consideration and approval by the IVDA Board: Meeting minutes of the regular meeting held Wednesday, September 13, 2023.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held September 13, 2023.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

None.

Attachments:

1. September 13, 2023 meeting minutes.

INLAND VALLEY DEVELOPMENT AGENCY

REGULAR MEETING BOARD ACTIONS

WEDNESDAY, SEPTEMBER 13, 2023

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

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



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

Board Members

City of Colton

Mayor Frank Navarro	Present
Councilmember John Echevarria	Present
VACANT	

City of Loma Linda

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

County of San Bernardino

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

City of San Bernardino

Mayor Helen Tran	Present
Councilmember Juan Figueroa	Absent
Councilmember Sandra Ibarra	Present (arrived at 5:14 p.m.)
Mayor Pro Tem Fred Shorett (alt)	Present (arrived at 5:03 p.m.)

Staff Members and Others Present

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

The Regular Meeting of the Inland Valley Development Agency Board was called to order by Chairperson Phillip Dupper at approximately 5:02 P.M. on Wednesday, September 13, 2023, in the Main Auditorium of the Norton Regional Event Center, 1601 East Third Street, San Bernardino, California.

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

Roll call was duly noted and recorded.

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

B. **CLOSED SESSION PUBLIC COMMENT**

There was no closed session public comment.

C. **CLOSED SESSION**

Chairperson Phillip Dupper recessed to closed session at 5:04 P.M. Mr. Michael Lewin, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, read the closed session items as posted on the Agenda.

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

D. **REPORT ON CLOSED SESSION**

Chairperson Phillip Dupper reconvened the meeting at 5:34 P.M. Chairperson Phillip Dupper asked Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP if there were any reportable items. Mr. Lewin reported that there were none.

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

There were no items to be added or deleted.

F. **CONFLICT OF INTEREST DISCLOSURE**

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

There were no conflicts noted.

G. **INFORMATIONAL ITEMS**

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

2. Informational Items
 - a. Chief Executive Officer Report
 - b. Report on Sterling Avenue Grant
 - c. Report on Electric Vehicle Chargers
 - d. Report on U.S. Department of Commerce, Comprehensive Economic Development Strategy (CEDs) update
- 2b. Mr. Michael Burrows, Chief Executive Officer, gave a brief report on the Sterling Avenue Grant Project and upgrading the intersection and roadways.
- 2c. Mr. Burrows gave a brief report on the Electric Vehicle Charging Stations at Luxivair SBD, the Domestic Terminal, and the office complex at Mill and Tippecanoe.
- 2d. Ms. Myriam Beltran, Manager of Planning & Programs, gave a brief report on the U.S. Department of Commerce Comprehensive Economic Development Strategy and informed the Board that additional meetings will be held with JPA members so further input can be provided on specific development initiatives.

H. **BOARD CONSENT ITEMS**

3. Receive Register of Demands – August 9, 2023
4. Receive Register of Demands – September 13, 2023
5. Receive and file Cash Report for June 30, 2023, for the Inland Valley Development Agency (IVDA)
6. Receive and file Cash Report for July 31, 2023, for the Inland Valley Development Agency (IVDA)
7. Ratify a professional services agreement with Tactical Drone Concepts for training services at the UAS Center at SBD in an amount not to exceed \$37,500
8. Approve Meeting Minutes: July 12, 2023

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

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

I. **BOARD ACTION ITEMS**

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

Mr. Michael Burrows, Chief Executive Officer, gave a brief overview of the request to change the meeting time of the regular meetings of the IVDA Finance and Budget Committee to 4:00 P.M. in order to better align with Regular IVDA Board meetings.

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

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

10. Approve a five-year recurring annual software subscripton to the SAGE Intacct Accounting Information System (AIS) for not-to-exceed amounts of \$58,000 per year for subscription years 1 through 3, and \$66,000 per year for subscription years 4 and 5

Mr. Mark Cousineau, Director of Finance, provided a report on the Accounting Information System and explained the need for a more robust software due to the Agency's rapid growth.

ACTION: Approve a five-year recurring annual software subscription to the SAGE Intacct Accounting Information System (AIS) for not-to-exceed amounts of \$58,000 per year for subscription years 1 through 3, and \$66,000 per year for subscription years 4 and 5

RESULT: **ADOPTED [UNANIMOUSLY]**

MOTION/SECOND: Navarro / Tran

AYES: Armendarez, Baca, Dupper, Echevarria, Ibarra, Navarro, Rigsby, Shorett, and Tran.

NAYS: None.

ABSTENTIONS: None.

ABSENT: None.

11. Approve a professional services agreement with FORVIS LLP for Intacct Accounting Information System (AIS) Implementation Services for a not-to-exceed amount of \$65,500

Mr. Mark Cousineau, Director of Finance, expanded upon the need for more sophisticated financial software.

ACTION: Approve a professional services agreement with FORVIS LLP for Intacct Accounting Information System (AIS) Implementation Services for a not-to-exceed amount of \$65,500

RESULT: **ADOPTED [UNANIMOUSLY]**

MOTION/SECOND: Baca / Navarro

AYES: Armendarez, Baca, Dupper, Echevarria, Ibarra, Navarro, Rigsby, Shorett, and Tran.

NAYS: None.

ABSTENTIONS: None.

ABSENT: None.

12. Ratify a construction contract with Los Angeles Engineering Inc. for the DFAS I Emergency Underground Water Supply Project in an amount not to exceed \$123,000.00

Mr. Jeff Barrow, Director of Development, provided a brief report. Mr. Michael Burrows, Chief Executive Officer, further elaborated on the need to make emergency repairs to various surrounding water lines.

ACTION: Ratify a construction contract with Los Angeles Engineering Inc. for the DFAS I Emergency Underground Water Supply Project in an amount not to exceed \$123,000.00

RESULT: **ADOPTED [UNANIMOUSLY]**

MOTION/SECOND: Baca / Armendarez

AYES: Armendarez, Baca, Dupper, Echevarria, Ibarra, Navarro, Rigsby, Shorett, and Tran.

NAYS: None.

ABSTENTIONS: None.

ABSENT: None.

13. Approve an amendment to the Cooperative Agreement with the City of Highland and the San Manuel Band of Mission Indians for the 3rd and 5th Street Project

Ms. Myriam Beltran, Manager of Planning & Programs, gave a brief overview of the Cooperative Agreement and explained the need for the agreement and informed the Board that the City of Highland will be distributing the grant amount equally amongst the three recipients, which includes the San Manuel Band of Mission Indians and the IVDA.

ACTION: Approve an amendment to the Cooperative Agreement with the City of Highland and the San Manuel Band of Mission Indians for the 3rd and 5th Street Project

RESULT: **ADOPTED [UNANIMOUSLY]**

MOTION/SECOND: Baca / Navarro

AYES: Armendarez, Baca, Dupper, Echevarria, Ibarra, Navarro, Rigsby, Shorett, and Tran.

NAYS: None.

ABSTENTIONS: None.

ABSENT: None.

Secretary Joe Baca left the meeting at 6:08 P.M. and did not return.

14. Consider and discuss options for providing translation services for Inland Valley Development Agency (IVDA) Board meetings

Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin, & Tooke, LLP, gave a brief overview of the options outlined in the report to provide translations services for the IVDA Board meetings.

Chairperson Phillip Dupper opened public comment before questions and Board Member comments on this item.

Various members of the public spoke in favor of having live Spanish translation services at IVDA Board meetings. The public further emphasized the benefits and value translation services would provide to the local Spanish speaking community.

A discussion ensued regarding three (3) vendors who were contacted by staff and the potential costs associated with translation during meetings and translating the agenda packet. Vice Chairperson Frank Navarro suggested moving forward with a Request for Proposals or a Request for Qualifications prior to selecting a service provider.

Multiple Board Members voiced their interest in selecting CIT Cal Interpreting and Translation.

Mayor Helen Tran made a motion to enter into contract negotiations with CIT Cal Interpreting and Translation for Spanish translation services for the Inland Valley Development Agency (IVDA) Board meetings.

ACTION: Direct staff to enter into contract negotiations with CIT Cal Interpreting and Translation for Spanish translation services for the Inland Valley Development Agency (IVDA) Board meetings.

RESULT: **ADOPTED**
MOTION/SECOND: Tran / Armendarez
AYES: Armendarez, Dupper, Ibarra, Shorett, and Tran.
NAYS: Echevarria, Navarro, and Rigsby.
ABSTENTIONS: None.
ABSENT: Baca.

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

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled “December 31, 2023-IVDA Focal Areas” (as contained on pages 168 in the Agenda Packet) and provided a brief report.

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

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

J. **ADDED AND DEFERRED ITEMS**

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

Community speakers expressed their concerns regarding the Airport Gateway Specific Plan (AGSP). Public speakers commented on the need for a relocation plan, expressed the need to hold a joint meeting to engage with residents so that concerns of health, safety, and relocation can be addressed. The public thanked the Board for changing the meeting to a later time and moving forward with Spanish translation services. Community speakers also expressed concerns regarding truck routes that are parallel to schools, warehouses and air pollution, and asked for the IVDA to take a broader approach to economic development by attracting higher paying jobs in San Bernardino.

L. **BOARD MEMBER COMMENT**


Councilmember John Echevarria commented on the change of time for the IVDA Board Regular Meetings and clarified his vote on Agenda Item No. 14. He expressed that he does indeed support translation services and understands the importance, however the action taken was specific to one company which he did not consider appropriate.

M. **ADJOURNMENT**

There being no further business before the Board at this session, Chairperson Phillip Dupper declared the meeting adjourned at 6:44 P.M.

Approved at a Regular Meeting of the Inland Valley Development Agency Board on October 11, 2023.

Jennifer Farris
Clerk of the Board

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 11, 2023</p> <p>ITEM NO: 6</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024

SUMMARY

The proposed adjustments modify the adopted Inland Valley Development Agency (IVDA) Joint Powers Authority (JPA) budget to reflect improved estimates and changes in conditions in the accounts reflected in the Proposed Budget Adjustments Table.

RECOMMENDED ACTION(S)

Consider and approve budget adjustments reflected in the Proposed Budget Adjustments Table for Fiscal year 2023-2024.

FISCAL IMPACT

The composition for the requested adjustments are detailed in the "Proposed Budget Adjustments Table". The combined net effect on the IVDA's Fiscal Year 2023-2024 Budget, if approved, would be a net increase in budgetary expenditures of \$36,500.

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

On June 13, 2023, the Inland Valley Development Agency (IVDA) Board adopted the IVDA Successor Agency and IVDA Joint Powers Authority (JPA) budgets for Fiscal Year 2023-2024. The Successor Agency budget covers those items on the ROPS. The JPA budget covers those items which are carried out by the IVDA pursuant to its on-going status as a California Joint Powers Authority and Federal Base Reuse Entity with specific obligations for capital projects pursuant to Public Law 100-526 (BRAC), applicable federal statutes, agreements, and deeds for the transfer of Norton AFB and the provisions of the IVDA JPA Agreement, as amended.

The net effect of the proposed budget adjustments is an increase in budgetary expenditures of \$36,500. The total increase in revenues and interfund transfers in the proposed budget adjustments is \$25,000 and the total increase in proposed expenditures and interfund transfers is \$61,500.

The increase in budgetary expenditures, excluding interfund transfers, of \$61,500 is comprised of \$25,000 to obtain services and materials to perform contracted product development and testing of third-party UAS platforms and accessories; a \$10,500 increase to correct an expected budgetary deficit for facility rental; and an increase of \$26,000 in Board Meeting Expense to provide translation services.

These proposed budget adjustments affect the General, UAS Center at SBD, and Property Management, fund budgets. Staff has identified accounts that require modification. They are described in the table below:

PROPOSED BUDGET ADJUSTMENTS TABLE

Proposed Adjustments			Approved Budget	Proposed Adjustments	Adjusted Budget
<i>Expenditures & Transfers Out</i>					
A	UAS Center at SBD	56139 - Product Development and Testing	\$ -	\$ 25,000	\$ 25,000
B	UAS Center at SBD	50460 - Facility Rental	8,500	10,500	19,000
C	General Fund	50420 - Board Meeting Expense	15,000	26,000	41,000
D	General Fund	50790 - Insurance	250,000	(37,000)	213,000
D	Property Management Fund	50790 - Insurance	42,200	37,000	79,200
Increase (Decrease) in expenditures & transfers out				61,500	
<i>Revenues & Transfers In</i>					
A	UAS Center at SBD	40139 - Product Development and Testing	-	25,000	25,000
Increase (Decrease) in revenues & transfers in				25,000	
Net Budget Adjustment, Expenditures in Excess of Revenues				\$ 36,500	


Notes

- A** \$25,000 increase in both anticipated expenses and offsetting revenues for new UAS Center at SBD's new service line for third party product development and testing.
- B** \$10,500 increase to correct for a FY 2023-24 Budget development oversight.
- C** Increase of \$26,000 to provide translation services for regular and special meetings of the IVDA Board of Directors.
- D** Net \$0 budget adjustment to reallocate the General Fund Insurance account surplus to to cure the Insurance account budgetary deficit in the Property Management Fund.

Staff recommends that the Board approve the above recommended action.

Attachments:

1. None

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 11, 2023</p> <p>ITEM NO: 7</p> <p>PRESENTER: Michael Lewin, IVDA Legal Counsel</p>
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SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CAL INTERPRETING & TRANSLATIONS (CIT) IN AN AMOUNT NOT TO EXCEED \$26,000 TO PROVIDE SPANISH TRANSLATION SERVICES FOR INLAND VALLEY DEVELOPMENT AGENCY (IVDA) BOARD MEETINGS

SUMMARY

Approval of an agreement with Cal Interpreting and Translations (CIT) will allow members of the public attending IVDA Board Meetings to either address the IVDA Board in Spanish or have IVDA Board discussions translated from English into Spanish.

RECOMMENDED ACTION(S)

Approve a professional services agreement with Cal Interpreting & Translations (CIT) in an amount not to exceed \$26,000 to provide Spanish translation services for Inland Valley Development Agency (IVDA) Board Meetings; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. In the event that the proposed budget adjustment is approved on today's agenda, funding for these services will be included in the then adjusted Inland Valley Development Agency (IVDA) Fiscal Year 2023-2024 Budget in the General Fund, Account 50420 – Board Meeting Expense, in the amount of \$41,000 of which \$26,000 is allocated to this agreement.

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

BACKGROUND INFORMATION

At the Inland Valley Development Agency (IVDA) Board Meeting on July 12, 2023, the Board directed Legal Counsel to research potential options for providing language translation services to members of the public attending IVDA Board Meetings that either needed such assistance in addressing the IVDA Board or understanding the matters being discussed at the Board Meetings. On September 13, 2023, Legal Counsel presented the Board with three (3) proposals received from Language Network, HTFM Language Services, and Cal Interpreting and Translations (CIT). The Board directed IVDA Legal Counsel and staff to enter into contract negotiations with Cal Interpreting & Translations (CIT) for live simultaneous Spanish translation services at IVDA Board Meetings.

CIT's proposed cost to provide simultaneous Spanish translation services for in-person IVDA Board Meetings for the minimum amount of half-day (up to 4 hours) with 30 listening devices and required rental equipment, including taxes is approximately \$2,312.11 per meeting. This amount does not include any potential costs for travel expenses and CIT requires a minimum of two (2) interpreters at each meeting. The fees quoted for each service per meeting is listed below:

Simultaneous Spanish Interpreting
Minimum of two (2) interpreters
Half-day, up to four hours
\$680.00 per interpreter

Tabletop booth and interpreter control unit **\$544.00**
Transmitter rental **\$76.50**
FM Receiver with earbuds (30 units, \$8.50 each) **\$255.00**

Staff recommends the Board approve the above recommended action.

Attachments:

1. Form of Agreement.

INLAND VALLEY DEVELOPMENT AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into as of October 11, 2023, by and between the Inland Valley Development Agency, a joint powers authority created pursuant to Government Code Sections 6500, et seq., (the "IVDA"), and Cal Interpreting & Translations ("CIT"), a corporation. The IVDA and CIT are individually referred to as "Party" and collectively as the "Parties".

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

2. TERM OF AGREEMENT. The term of this Agreement shall commence on the date first appearing in this Agreement and shall automatically terminate on June 30, 2024 (the "Term"). The IVDA reserves the right through the actions of the Chief Executive Officer 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 CIT; provided, however, that upon the effective date of any such termination, the IVDA shall be responsible to pay and/or reimburse CIT for all services as may have been furnished to the IVDA in accordance with the Scope of Services as referenced in Section 3.

3. CIT SCOPE OF SERVICES. The IVDA hereby retains CIT to provide the translation services, interpreting services, and equipment rental services set forth in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference. CIT hereby agrees to perform the services set forth in the Scope of Services in accordance with the terms of this Agreement. CIT 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 CIT.

A. The IVDA shall compensate CIT for services performed in accordance with the fees schedule contained in Exhibit "A".

B. CIT shall invoice the IVDA for services performed by CIT under this Agreement each calendar month during the Term of this Agreement.

C. CIT shall submit invoices under this Agreement to:

Inland Valley Development Agency
Attention: Chief Executive Officer
1601 East Third Street, Suite 100
San Bernardino, California 92408

D. Each invoice of CIT shall set forth the time and expenses of CIT incurred in performance of the Scope of Services, during the period of time for which the invoice is issued. Each invoice of CIT shall clearly set forth the names (first name and initial of last name) of the individual personnel of CIT and any individual subcontractor utilized by CIT, during the time period covered by the invoice, a description of the services rendered by each named individual during such time period and the actual time expended by each named individual. Each invoice of CIT shall be accompanied by copies of all third-party invoices for other direct costs incurred and paid by CIT during such time period. The IVDA shall pay all amounts set forth on the invoices of CIT and approved by the authorized IVDA staff personnel who requested the services, within thirty (30) days of such approval.

5. CONFIDENTIAL INFORMATION.

A. Confidential Information. Each Party acknowledges that by reason of its relationship to the other Party under this Agreement it will have access to and acquire knowledge, material, data, systems and other information concerning the operation, business, financial affairs and intellectual property of the other Party that may not be accessible or known to the general public, including the terms of this Agreement (referred to as "Confidential Information"). Without limiting the generality of the foregoing, the Parties expressly understand and agree that the IVDA Materials and the Materials shall be deemed IVDA's Confidential Information for the purposes of this Agreement.

B. No Disclosure/Use. Each Party agrees that it will: (i) maintain and preserve the confidentiality of all Confidential Information received from the other Party (the "Disclosing Party"), both orally and in writing, including taking such steps to protect the confidentiality of the Disclosing Party's Confidential Information as the Party

receiving such Confidential Information (the "Receiving Party") takes to protect the confidentiality of its own confidential or proprietary information; provided, however, that in no instance shall the Receiving Party use less than a reasonable standard of care to protect the Disclosing Party's Confidential Information; (ii) disclose such Confidential Information only to its own employees on a "need-to-know" basis, and only to those employees who have agreed to maintain the confidentiality thereof pursuant to a written agreement containing terms at least as stringent as those set forth in this Agreement; (iii) not disassemble, "reverse engineer" or "reverse compile" such software for any purpose in the event that software is involved; and (iv) not disclose such Confidential Information to any third party, except as provided in subsection C below, without the prior written consent of the Disclosing Party; provided, however, that each Party may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors so long as such third parties agree to maintain the confidentiality of such Confidential Information. Each Receiving Party further agrees to use the Confidential Information of the Disclosing Party only for the purpose of performing its obligations under this Agreement. The Receiving Party's obligation of confidentiality shall survive this Agreement for a period of five (5) years from the date of its termination or expiration and thereafter shall terminate and be of no further force or effect; provided, however, that with respect to Confidential Information which constitutes a trade secret, such information shall remain confidential so long as such information continues to remain a trade secret. The Parties also mutually agree to (1) not alter or remove any identification or notice of any copyright, trademark, or other proprietary rights which indicates the ownership of any part of the Disclosing Party's Confidential Information; and (2) notify the Disclosing Party of the circumstances surrounding any possession or use of the Confidential Information by any person or entity other than those authorized under this Agreement.

C. Exclusions. CIT is hereby advised that IVDA is a public agency, and therefore subject to requests made by the public for documents and information under the California Public Records Act. The respective obligations of the Parties under Section 5.B. above shall not apply to Confidential Information which the Receiving Party can prove: (i) has become a matter of public knowledge through no fault, action or omission of or by the Receiving Party; (ii) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure by the Disclosing Party, was rightfully obtained by the Receiving Party from a third party who was lawfully in possession of such Confidential Information without restriction; (iv) was independently developed by the Receiving Party without resort to the Disclosing Party's Confidential Information; or (v) must be disclosed by the Receiving Party pursuant to law, judicial order or any applicable regulation (including any applicable stock exchange rules and regulations), including the IVDA's obligation to disclose or provide members of the public with copies of or access to documents or information under the California Public Records Act; provided, however, that in the case of disclosures made in accordance with the foregoing clause (v), the Receiving Party must

provide prior written notice to the Disclosing Party of any such legally required disclosure of the Disclosing Party's Confidential Information as soon as practicable in order to afford the Disclosing Party an opportunity to seek a protective order, or, in the event that such order cannot be obtained, disclosure may be made in a manner intended to minimize or eliminate any potential liability.

6. INDEMNIFICATION. CIT 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 CIT, its officers, employees, subcontractors and agents, arising from or related to performance by CIT of the services required under this Agreement.

7. INSURANCE. CIT shall maintain insurance as set forth in this Section 7 throughout the Term of this Agreement. CIT shall remain liable to the IVDA pursuant to Section 6 above to the extent CIT 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 CIT in the performance of the services by CIT 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) Automobile Insurance. CIT and each of its subcontractors shall maintain comprehensive automobile liability insurance for 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).

(2) General Liability Insurance. CIT, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work or services contemplated by this Agreement. All Commercial General Liability Insurance shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

(3) Prior to the commencement of any work by CIT, CIT 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 CIT 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 CIT under this agreement, except upon thirty (30) days prior written notice to the IVDA.

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

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

8. OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION. All maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents generated by or on behalf of CIT for performance of the work set forth in the Scope of Services shall be the sole property of the IVDA, as of the time of their preparation and payment therefor by the IVDA, and shall be delivered to the IVDA upon written request to CIT. CIT shall not make use of any maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and other materials whether for marketing purposes or for use with other clients when such have become the property of the IVDA without the prior express written consent of the IVDA except to the extent that such maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents are readily available to the general public as public records pursuant to State law.

CIT shall execute, acknowledge and perform any and all acts which shall reasonably be required in order for IVDA to establish unequivocal ownership of the maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and record, register and procure an issuance in or to IVDA's rights, title and/or interest.

9. PRESS RELEASES/PUBLICITY. Press or news releases, including photographs or public announcements, or confirmation of the same related to the services to be provided by CIT under this Agreement shall only be made by CIT with the prior written consent of the Chief Executive Office of the IVDA. CIT 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. PRIVACY, SECURITY & DATA PROTECTION. In the event of any actual or potential unauthorized processing of Personal Data in CIT's possession or control (each, a "**Security Breach**"), CIT shall notify the IVDA as soon as practicable (but in no event later than twenty-four (24) hours after CIT becomes aware of such a Security Breach) and immediately start coordinating with the IVDA to investigate the Security Breach.

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

13. NOTICE. All notices given hereunder shall be in writing. Notices shall be presented in person or by certified or registered mail using the United States Postal Service, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by United States Mail shall be deemed effective on the third (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.

CIT: Cal Interpreting & Translations
5990 Sepulveda Blvd., Ste. 250
Van Nuys, CA 91411
Attention: Igal Saidian

IVDA: Inland Valley Develop Agency
Attention: Executive Director
1601 East Third Street
San Bernardino, California 92408

14. COMPLIANCE WITH LAW. CIT 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 CIT under this Agreement. CIT shall maintain all necessary licenses and registrations for the lawful performance of the services required of CIT under this Agreement.

15. NONDISCRIMINATION. CIT 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, CIT hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status or national origin. Further, CIT 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, CIT 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 CONSULTANTS. CIT 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 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 CIT 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 CIT in furtherance of the Scope of Services pursuant to this Agreement. All such Subcontractors shall be disclosed in writing by CIT to the Clerk of the Board, immediately upon CIT entering into any agreement or contract, either written or oral, with each such Subcontractor. It is the obligation of CIT to so disclose to the Clerk of the Board any and all Subcontractors, as defined above, throughout the Term of this Agreement. Failure on behalf of CIT 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.

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

IS

(initial here)

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

18. CONFLICT OF INTEREST – IVDA REPRESENTATIVES. CIT acknowledges that the IVDA uses ethical business practices in the selection of its vendors and in its other contracting practices. CIT 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 CIT under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the IVDA. Further, CIT 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 CIT under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the IVDA.

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

IS

(initial here)

19. CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS. CIT 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. CIT further represents and warrants that neither CIT, nor any number of individuals employed by CIT or other contractors and Subcontractors of CIT, or any others acting on behalf of or in concert with CIT, 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. CIT 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 CIT and other contractors and Subcontractors of CIT, or others action on behalf of or in concert with

CIT, 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.

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

IS

(initial here)

20. FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS.

The provisions of this Section 20 shall apply to CIT, its employees and/or agents providing or supervising the services to the IVDA as set forth in this Agreement. CIT acknowledges and represents and warrants that CIT 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 CIT to complete and timely submit the required FPPC reporting forms.

By the execution and acceptance of this Agreement with the IVDA, CIT 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 Cleark of the Board, CIT 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 Cleark 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 CIT, properly and fully completed in accordance with the instructions of the FPPC, which instructions shall be provided to CIT by the Clerk of the Board, identifying the appropriate and necessary economic disclosures of CIT, its employees and/or agents who perform services by, through or on behalf of CIT to the IVDA pursuant to this Agreement.

Further, CIT 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 CIT as to any information submitted to the IVDA in the required FPPC reporting forms. CIT further understands that CIT, 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 CIT 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.

CIT shall further defend, indemnify and hold harmless the IVDA, its officers, employees, representatives, and agents, for any and all violations by CIT 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 CIT 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 CIT.

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

IS

(initial here)

21. CIT INTERESTS ADVERSE TO THE IVDA. CIT hereby represents that it has no interests adverse to the IVDA or its individual member entities, at the time of execution of this Agreement. CIT hereby agrees that, during the Term of this Agreement, CIT shall not enter into any agreement or acquire any interests detrimental or adverse to the IVDA or its individual member entities. Additionally, CIT hereby represents and warrants to IVDA that CIT and any partnerships, individual persons or any other party or parties comprising CIT, 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 CIT 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 CIT 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 Executive Director, and signed by an authorized representative of CIT.

32. NON-EXCLUSIVITY. This Agreement shall not create an exclusive relationship between the IVDA and CIT 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 CITs for the performance of the same, similar or related services as those that may be performed by CIT under this Agreement. The IVDA reserves the discretion and the right to determine the amount of services to be performed by CIT 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 CIT, if such services are requested by the IVDA, as set forth in this Agreement.

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

Inland Valley Development Agency,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Office

ATTEST:

Jennifer Farris, Clerk of the Board

Approved as to form and legal content:

Mirau, Edwards, Cannon, Lewin & Took, LLP

By: Michael Lewin, Partner

CIT

Cal Interpreting & Translations

By: Igal Saidian

Print Name: Igal Saidian

Title: President

Date: 10/3/2023

EXHIBIT A
SCOPE OF SERVICES

1. General Description of Services:

CIT shall provide written translation services, interpreting services, and equipment rental services (the “**Services**”) during business hours in connection with the IVDA’s language needs.

- a. Simultaneous Interpretation (SI): Where qualified interpreters perform the interpretation contemporaneously with the speaker whose words are being interpreted. A simultaneous interpretation occurs without any pauses since the interpreter and speaker are talking at virtually the same time. Simultaneous interpretation is performed by at least two interpreters and can be delivered in person or remotely. In-person SI may require the use of special equipment, such as headsets or interpreter booths.
- b. Translation: The replacement of written text from one source language into an equivalent written text in the target language.
- c. ADA Compliance/Remediation: The procedure in which electronic documents are made screen reader accessible to allow the visually impaired to hear auditory versions of images and text within a document. ADA remediation is usually an additional service to translation.
- d. Desktop Publishing (DTP): The creation of documents using page layout skills. In a translation context, DTP comes after the translation, editing, and proofreading stage and it is the formatting of the localized text in order to match the source text. It can also come before the translation (pre-DTP) in order to make a source document editable by modifying it or re-creating it.
- e. Equipment Rental: The provision of the necessary interpreting equipment for in-person SI, which can involve booths, transmitters, and receivers, among other elements. It excludes audio equipment (microphones, mixer, speakers) unless otherwise specified. It is accompanied by technical assistance.

2. Fees:

The Fees for each Event shall be determined in accordance with the following:

SIMULTANEOUS INTERPRETING			
Language	Half-day*	Full-day**	Overtime per Hour
Spanish	\$680.00	\$1,190.00	\$165.75
Other Latin Languages	\$935.00	\$1,700.00	\$233.75
Asian Languages	\$935.00	\$1,700.00	\$233.75
Germanic Languages	\$935.00	\$1,700.00	\$233.75
Slavic Languages	\$935.00	\$1,700.00	\$233.75

*Up to 4 hours during business hours. Hours in excess shall be billed as a full day.

**Up to 8 hours during business hours. Hours in excess shall be billed as overtime.

Terms and Conditions:

-Rush assignments (less than 72 business hours' notice) shall be subject to a 20% increase fee.

-Simultaneous interpreters work in pairs as an industry standard to prevent exhaustion; rates included herein are per interpreter.

-Cancellation: 1 business day before start time; the full amount becomes payable thereafter.

-Equipment and technical assistance are not included and are separately priced (refer to the equipment rate sheet below.)

-Travel expenses (mileage, lodging, travel time, meals) of the interpreters are not included. CIT will do its best to hire local interpreters to reduce these costs, but local interpreters might not be available. Current CalHR rates shall apply.

EQUIPMENT		
Item	Daily Rate	Notes
Table-top Booth	\$467.50	
FM Stationary Transmitter	\$76.50	
FM Portable Transmitter	\$161.50	
Interpreter Control Unit	\$76.50	
Interpreter Headset with Mic	\$76.50	
FM Receiver with Earbud	\$8.50	
Audio Mixer	\$106.25	
Wireless Handheld Mic	\$63.75	
Lapel Mic	\$76.50	
Shipping, Setup and Dismantling	\$382.50	
Technician	\$637.50	Up to 8 hours.
Terms and Conditions:		
-Rush assignments (less than 72 business hours' notice) shall be subject to a 20% increase fee.		
-Technician overtime shall be billed at \$85/hour.		
-Additional Technicians will be needed to handle events with over 20 receivers or complex setups in order to avoid delays.		
-Cancellation: 3 business days before start time; the full amount becomes payable thereafter.		
-Equipment (FM receivers) shall be returned in working condition. Lost/Faulty equipment shall be billed to IVDA.		
-Travel expenses (mileage, lodging, travel time, meals) of the technical staff members are not included. CIT will do its best to hire local vendors to reduce these costs, but local vendors might not be available. Current CalHR rates shall apply.		


TRANSLATION		
Language	Rate per Word	Minimum
Spanish	\$0.14	\$85.00
Other languages	\$0.17	\$85.00

OTHER SERVICES		
Service	Rate per Hour	Minimum
Desktop Publishing	\$34.00	\$34.00
ADA Compliance (Section 508)	\$34.00	\$34.00

EXHIBIT B
SUPERVISORY STAFF PERSONNEL

IVDA Staff:

Chief Executive Officer
Clerk of the Board

	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 11, 2023</p> <p>ITEM NO: 8</p> <p>PRESENTER: Myriam Beltran, Manager of Planning & Programs</p>
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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:	Myriam Beltran
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Michael Lewin
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

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 11, 2023



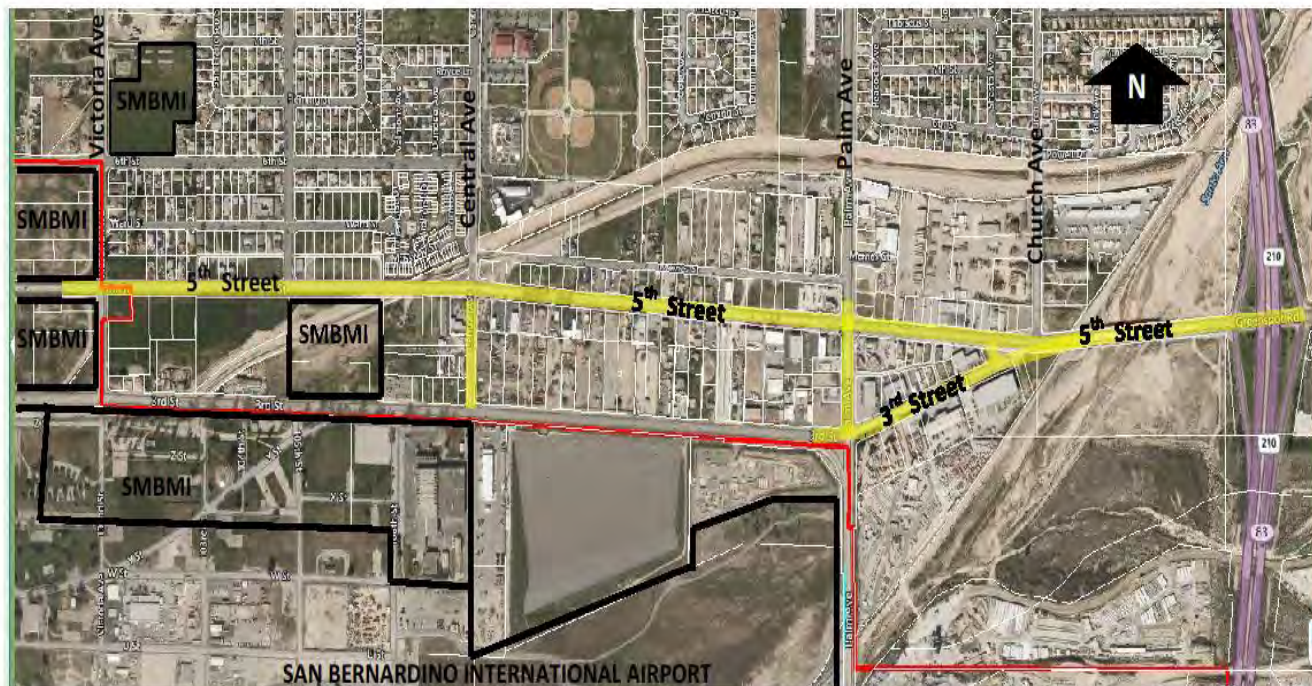
Infrastructure

3rd and 5th Street Corridor Improvements Project

EDA Grant: In partnership with SMBMI and City of Highland

Engineering: Hernandez, Kroone and Associates

Estimated Project Cost: \$11,997,968.00



<p>5th Street</p> <ul style="list-style-type: none"> Victoria Avenue to Palm Avenue includes curb, gutter, sidewalk and street lights (1.0 miles) Palm Avenue to Church Avenue includes pavement rehabilitation and striping (0.25 miles) Church Avenue to SR-210 includes pavement rehabilitation, raised center median and striping reconfiguration (0.25 miles) SR-210 Undercrossing from southbound ramps to northbound ramps includes widening to 8 lanes 	<p>Central Avenue</p> <ul style="list-style-type: none"> 3rd Street to 5th Street includes pavement rehabilitation, pavement widening, curbs, gutters, sidewalks and street lights (0.13 miles)
<p>3rd Street</p> <ul style="list-style-type: none"> Palm Avenue/3rd Street intersection reconfiguration/realignment Palm Avenue to 5th Street includes pavement rehabilitation, pavement widening, curb, gutter sidewalks, bike lane, striping and street lights (0.40 miles) 3rd Street/5th Street intersection improvements 	<p>Palm Avenue</p> <ul style="list-style-type: none"> 3rd Street to 5th Street includes pavement rehabilitation, addition of turn pockets (0.13 miles)



Infrastructure

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






3rd Street Corridor Project



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

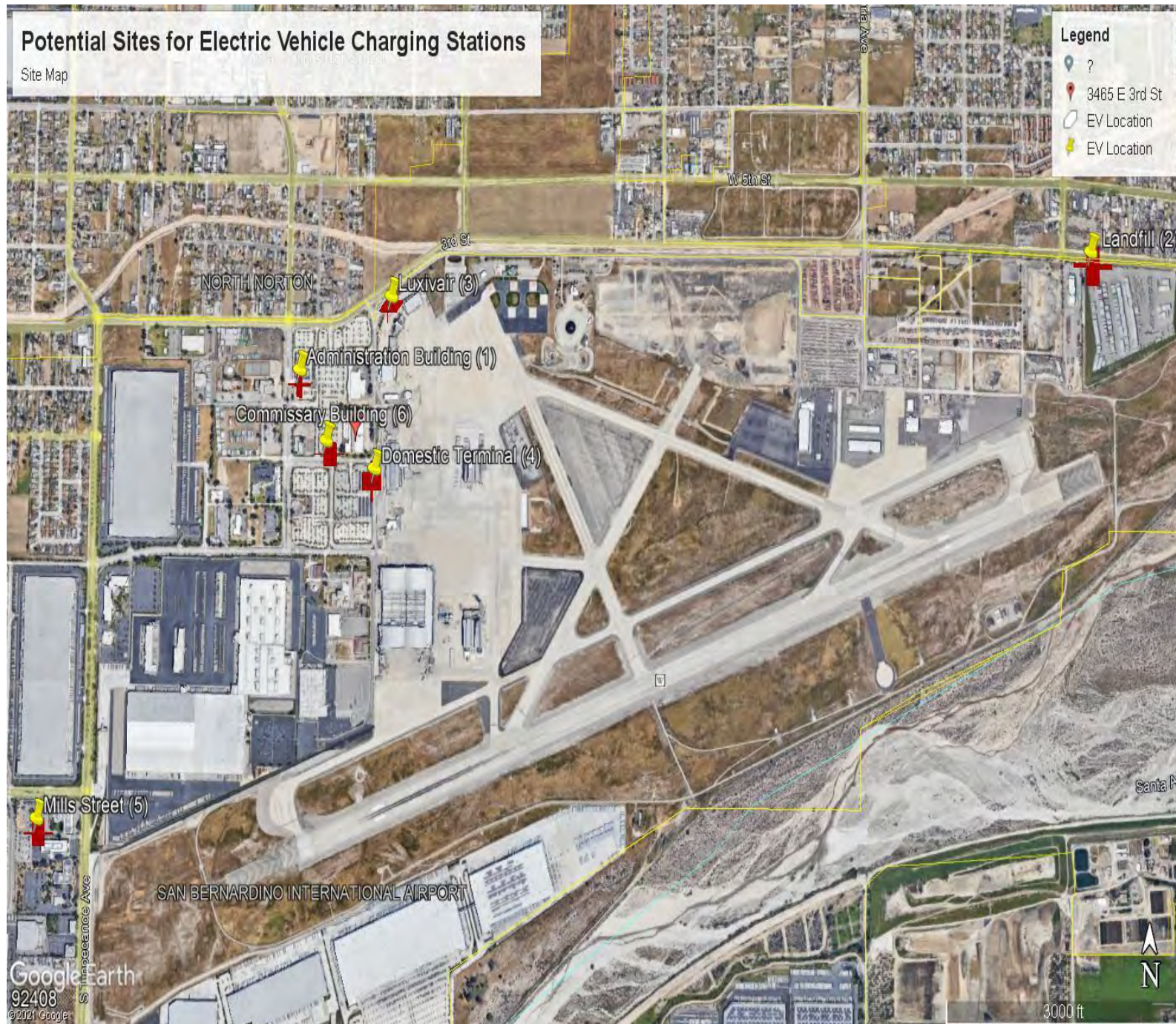


Project limits 



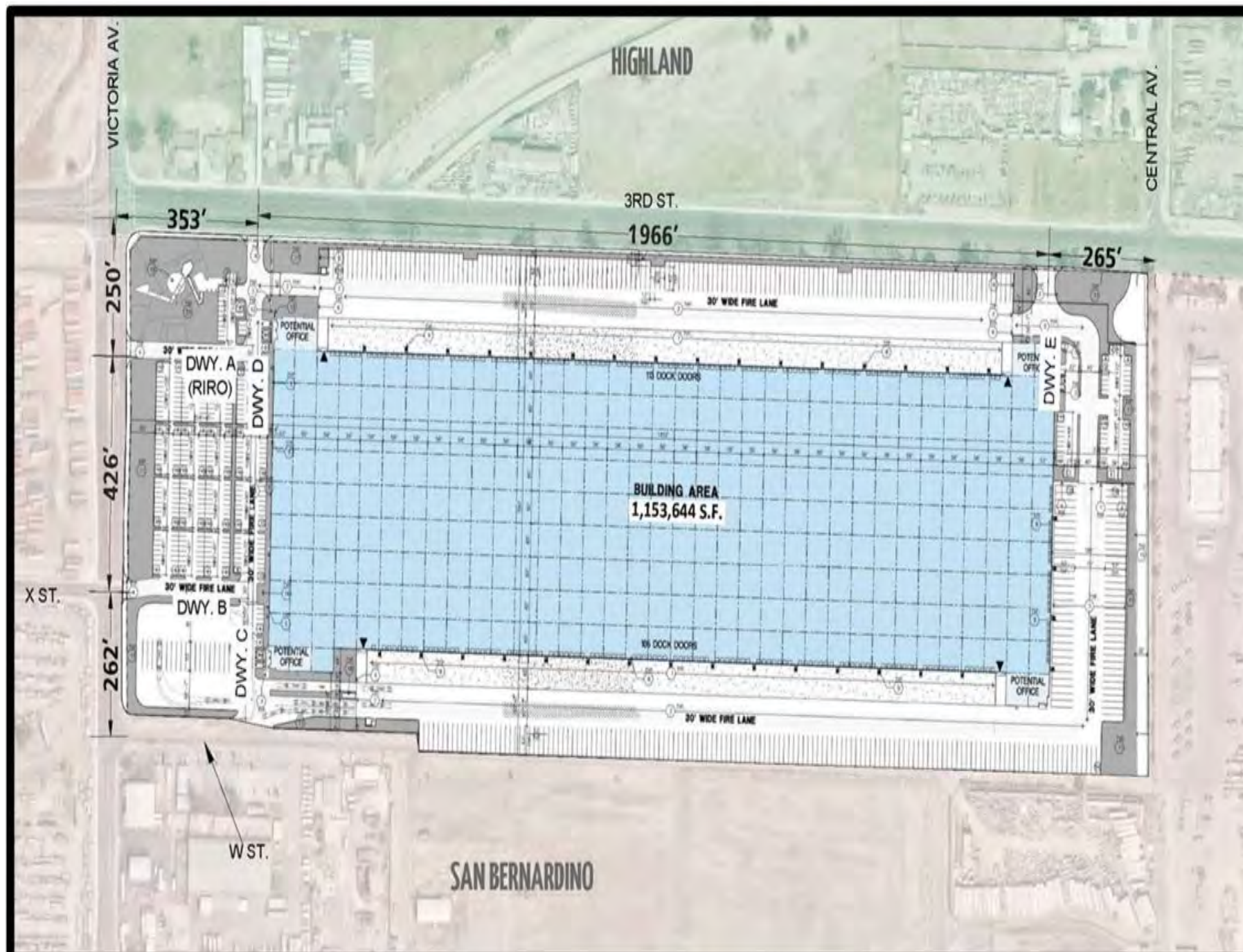


EV Charging Infrastructure



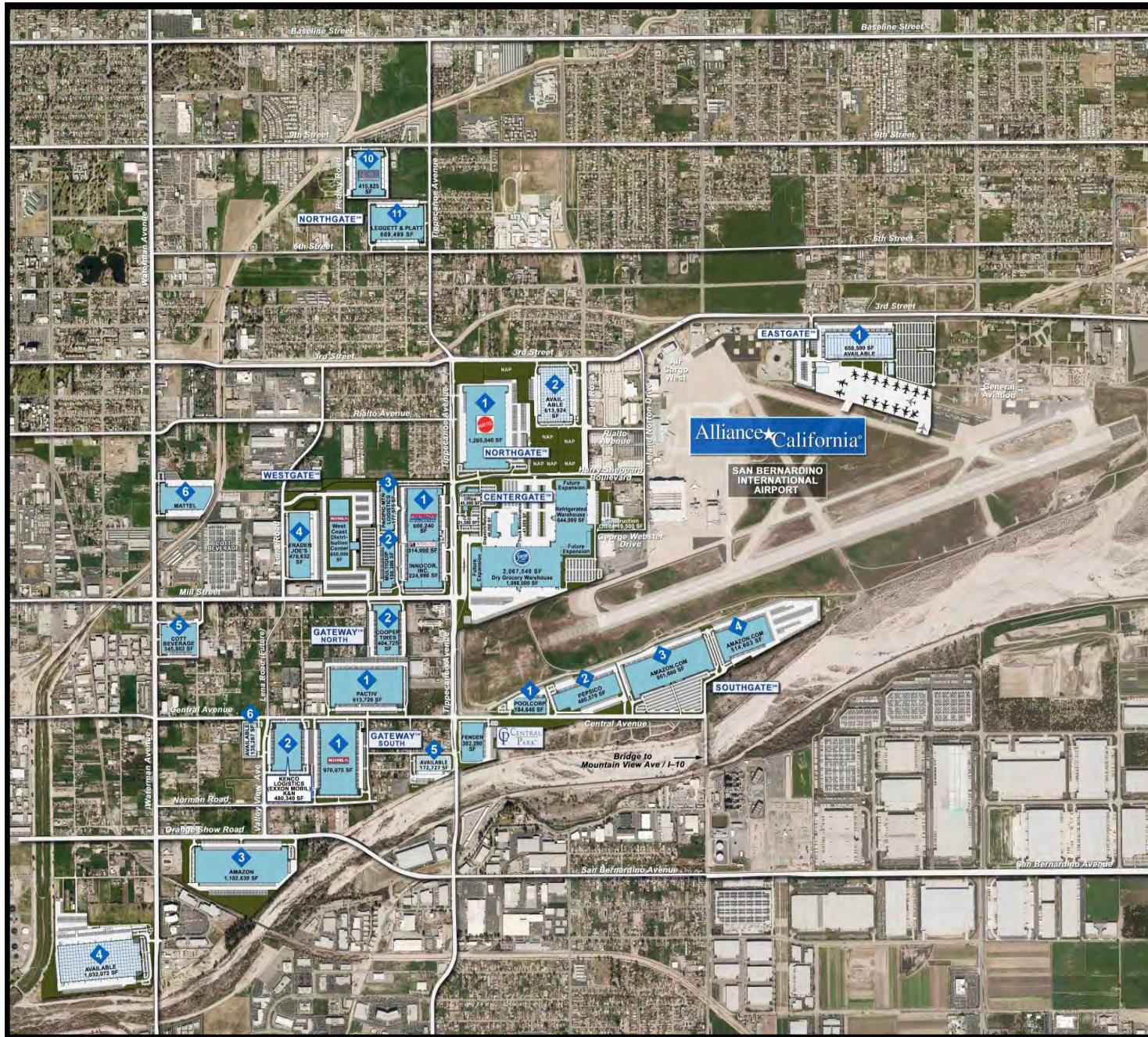


The Landing



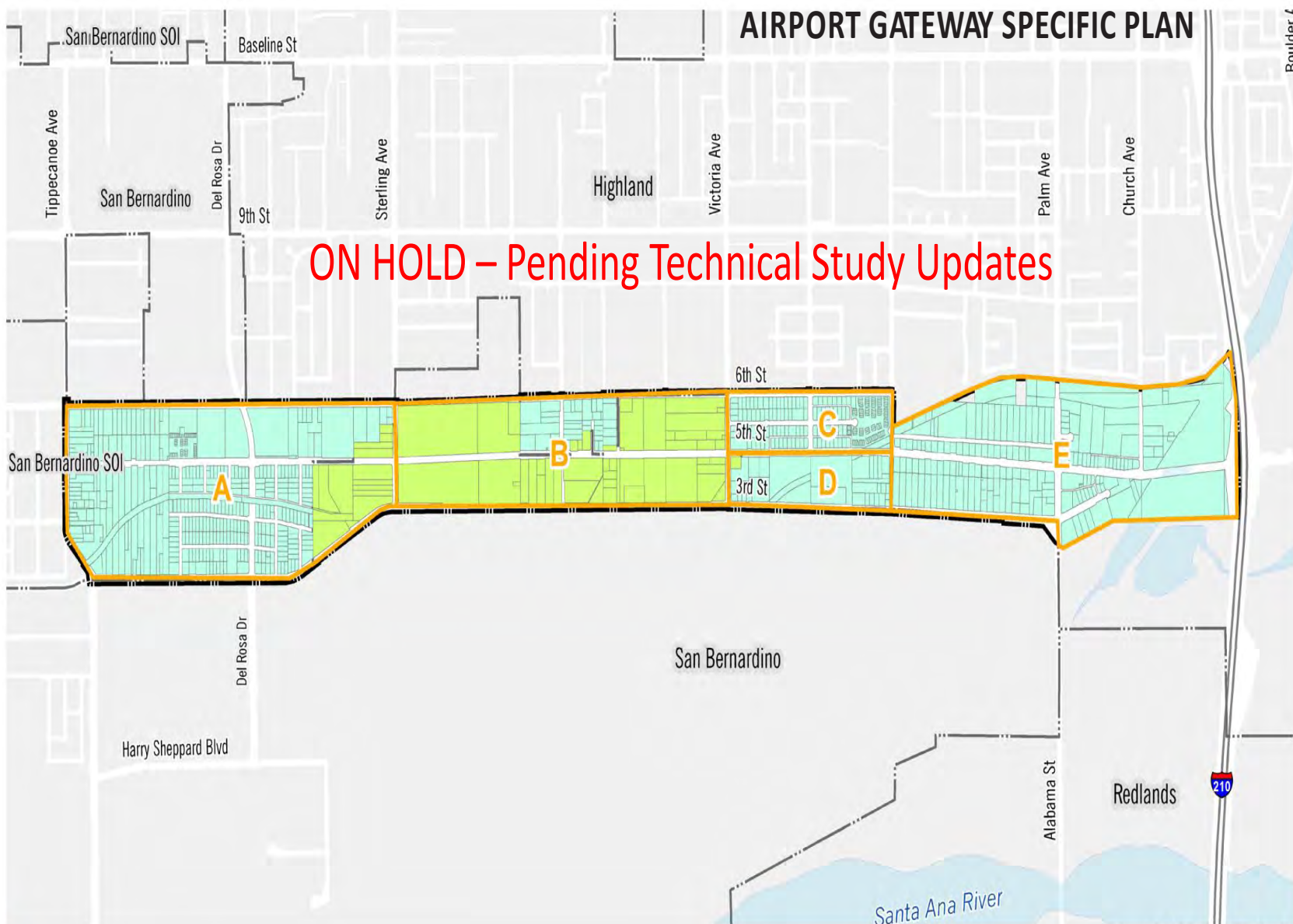


Alliance★California®





Airport Gateway Specific Plan Area Boundary



ON HOLD – Pending Technical Study Updates

- Blocks
- Parcels- City of San Bernardino
- Parcels- City of Highland
- City Boundaries
- Project Boundary

Source: City of Highland, City of San Bernardino

AREA MAP

Ongoing Program Development

U.S. EXPORT PROMOTION & PROMOTION OF U.S. & FOREIGN DIRECT INVESTMENT




ADOPTION & COMMERCIALIZATION OF DRONE TECHNOLOGY



WORKFORCE DEVELOPMENT



	<p>TO: Inland Valley Development Agency Board</p> <p>DATE: October 11, 2023</p> <p>ITEM NO: 9</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, 2023

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

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

PREPARED BY:	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

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.

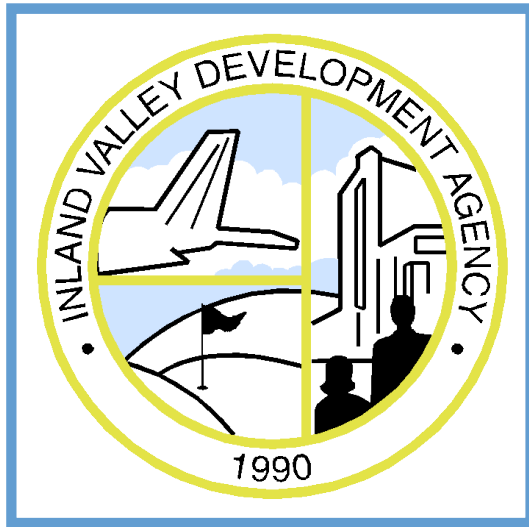
This status is offered for consideration and review. Updates and adjustments should be made, as appropriate, at each monthly interval.

For review and discussion.

Attachments:

1. IVDA Action Plan.

December 31, 2023 – IVDA Focal Areas



JPA Obligations

UAS Center at SBD

Amended ROPS

Alliance-California Obligations

Northgate Development

Economic Development
Programs

3rd & 5th Street Corridor

Airport Gateway Specific Plan

Sterling Avenue

Grant Programs & Initiatives



Inland Valley Development Agency

Action Plan for IVDA (12/31/23)

Month	Key Initiative	Key Resources	Completion Date
July, 2023	Updated Action Plan; UAS Center; AGSP EIR	IVDA Board & Committee, CEO, General Counsel, Director of Finance, Staff	July 31, 2023
August, 2023	Sterling Avenue Engineering; On-Base Roadways	IVDA Board & Committee, CEO, Director of Finance, Staff	August 31, 2023
September, 2023	Prepare Amended ROPS; EDA CEDS Update; Business Plan Priorities	IVDA Board & Committee, CEO, Director of Finance, Staff	September 30, 2023
October, 2023	Quarterly Financials; Economic Development Initiatives	IVDA Board & Committee, Oversight Board, Director of Finance, Clerk of Board, Staff	October 31, 2023
November, 2023	Report on Grant Programs & Legislative Initiatives	IVDA Board & Committee, CEO, Director of Finance, Staff	November 30, 2023
December, 2023	Complete Annual Audit; Mid-Year Business Plan Progress Report	IVDA Board & Committee, CEO, Director of Finance, Staff	December 31, 2023

IVDA Action Plan – Implementation



October, 2023

Sub-Initiative Status:



Incomplete

In Process

Completed

Amended ROPS
(IVDA Oversight Board)

Grant Program Report &
Initiatives

JPA and Interagency Revenues
and Resources

Alliance-California Obligations
Northgate Development

Economic & Community
Development Initiatives

3rd & 5th Street Corridor
Airport Gateway Specific Plan
Sterling Avenue

Mid-Year Business
Plan Progress Report

