



Contract Number

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Noel Castillo, Chief Flood Control Engineer
Telephone Number	909-387-7906
Contractor	Rancho Etiwanda, LLC
Contractor Representative	
Telephone Number	
Contract Term	Effective date plus 90 days after final resolution of last petition or one year after effective date if no petition filed within one year of the effective date
Original Contract Amount	\$100,000
Amendment Amount	
Total Contract Amount	\$100,000
Cost Center	
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

COST REIMBURSEMENT AGREEMENT

This Cost Reimbursement Agreement ("Agreement") is entered into by and between San Bernardino County Flood Control District ("District") and Rancho Etiwanda, LLC, a California Limited Liability Company ("Frontier"), who agree as follows:

RECITALS

The following recitals are a substantive part of this Agreement:

- A. District currently owns 1,252.21 acres within the Etiwanda Heights Neighborhood and Conservation Plan Area, in the City of Rancho Cucamonga ("Property").
- B. On December 3, 2024, the District approved a Purchase and Sale Agreement and Escrow Instructions with Frontier to sell up to a total of approximately 1,252.21 acres of the Property to Frontier.
- C. As of the Effective Date of this Agreement as defined herein, Frontier has not closed escrow on any portion of the Property and therefore, does not own the Property.
- D. Frontier has proposed to District a school district boundary change that would affect the Property and boundaries of Alta Loma School District and Etiwanda School District (Frontier's Proposal).

- E. In consideration of District staff reviewing Frontier's Proposal and presenting it to the District Board for the District Board's review and consideration, Frontier agrees to reimburse District for its costs as described in this Agreement.
- F. The District, through its Board of Supervisors, will in its sole discretion and independent judgment, decide whether to initiate a petition to the San Bernardino County Committee on School District Organization.
- G. This Agreement is only for cost reimbursement and does not commit the District to file a petition with the San Bernardino County Committee on School District Organization and does not commit the District to any future decision regarding the school district boundary affecting the Property.

NOW, THEREFORE, in consideration for the covenants and promises set forth herein, the District and Frontier agree as follows:

1. **Recitals**. The Recitals are incorporated into this Agreement by reference.
2. **Frontier's Proposal**. District agrees to have staff review Frontier's Proposal and present it to the District Board for the District Board's review and consideration. This Agreement does not commit the District to file a petition with the San Bernardino County Committee on School District Organization and does not commit the District to any future District Board action or decision regarding a school district boundary change affecting the Property. Frontier agrees to all cost reimbursements described in Paragraph 3.
3. **Reimbursement**. Subject to the terms of this Agreement, Frontier shall reimburse District at Board of Supervisors' approved external department rates for all costs incurred by District associated with the District's costs and County departments that bill District for goods and/or services in any way related to a school district boundary change that would affect the Property during the term of this Agreement. In addition, Frontier shall reimburse District for any third party goods or services, including, but not limited to, any outside counsel and/or consultant costs and/or court costs in any way related to a school district boundary change that would affect the Property during the term of this Agreement, including, but not limited to, any court ordered costs, litigation costs and attorney fees incurred by District. The cost reimbursement period will commence on the Effective Date of this Agreement and shall remain in effect until this Agreement terminates.
4. **Deposit**. Frontier shall provide District an initial deposit of fifty thousand dollars (\$50,000) within thirty (30) days of the Effective Date of this Agreement (Deposit). All Deposits shall be provided by Frontier to the San Bernardino County Flood Control District.
5. **Invoice**. District shall provide Frontier quarterly itemized invoices, in arrears, for costs incurred under this Agreement. Said costs shall be charged against the Deposit. If the Deposit is exhausted or within five thousand dollars (\$5,000) of being exhausted, then upon each occurrence Frontier shall make a subsequent deposit with District, each in the amount of fifty thousand dollars (\$50,000) within thirty (30) days after receipt of demand by District. If for any reason the Deposit is exhausted without Frontier providing a subsequent Deposit, Frontier shall pay the District invoice within thirty (30) days of the date of the invoice. Any use of the word "day" in this Agreement shall mean calendar days.
6. **Term of the Agreement**. This Agreement is effective as of the date the Agreement is signed and approved by both District and Frontier (hereafter "Effective Date"). If District, in its independent judgment and sole discretion, files a petition(s) with the San Bernardino County Committee on School District Organization within one (1) year of the Effective Date, then this Agreement terminates ninety (90) days after the complete and final resolution of the last petition filed by the District. If District does not file a petition with the San Bernardino County Committee on School District Organization within one (1) year of the Effective Date, then this Agreement shall automatically terminate one (1) year after the Effective Date. Notwithstanding the above language in this Paragraph 6, this Agreement may be terminated earlier in accordance with the provisions of this Agreement.
7. **Early Termination**. District reserves the right to terminate the Agreement, for its convenience, with or without cause, with a thirty (30) day written notice of termination to Frontier.

8. **Attorney-Client Privilege.** Notwithstanding Frontier's reimbursement of the District's attorney's fees incurred by District's counsel, including County Counsel and/or outside counsel, in any way related to a proposed school district boundary change that would affect the Property, Frontier acknowledges and agrees that the District is the sole client of the County Counsel and any outside counsel retained by District, and that all communications between County Counsel/outside counsel and the District and its various other departments and employees are subject to attorney-client privilege and attorney work product privilege. Frontier further acknowledges and agrees that nothing in this Agreement shall serve to waive such attorney-client privilege or attorney work product privileges between the District and County Counsel/outside counsel, or to make or entitle Frontier to privileged communications between County Counsel/outside counsel and District and its various departments and employees. Frontier agrees that it is not entitled to, nor shall it request, nor shall it receive copies of any County Counsel or outside counsel invoices.
9. **Final Accounting.** Upon completion of any work in any way related to a school district boundary change that would affect the Property or ninety (90) days prior to the termination date identified in Section 6 of this Agreement (whichever occurs first), the District shall submit to Frontier a final accounting. The District shall submit at the same time to Frontier all supporting information reasonably necessary to document the District's costs associated with the work as evidenced by invoices, third-party invoices, billings and receipts, **with the exception of County Counsel/outside counsel invoices and any documentation subject to the attorney-client privilege and attorney work product privilege.** Within forty-five (45) days of the District's submission of this final accounting, Frontier shall either (a) transfer to the District costs set forth in the final account (less the Deposits) or (b) submit to the District written objections to any portion of the final accounting that Frontier contests and transfer the remaining balance (less the Deposits) to the District. In the event Frontier should contest any portion of the final accounting, the Parties shall work together in an effort to resolve the issues raised within thirty (30) days from the transmittal of the objection by Frontier. Upon termination of this Agreement, the District shall promptly return to Frontier any remaining Deposit on hand, less any amounts expended by District pursuant to this Agreement. If this Agreement is terminated early by the District pursuant to Section 7, then parties shall follow the same procedures in this Section 9 after termination of the Agreement.
10. **Default.** Failure or delay by either Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement. The Party who so fails or delays must, upon written notice to do so, immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction, or remedy with diligence. In the event of a default, the injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until thirty (30) days after giving such notice, provided however, that no proceedings shall be instituted if the defaulting Party shall commence and proceed to cure such default in a diligent manner and the nature of the default is such that it cannot be cured within thirty (30) days. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.
11. **Indemnification and Insurance.**
- a. Indemnification. Frontier agrees to indemnify, defend (with counsel reasonably approved by District) and hold harmless the District and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by District on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. Frontier's indemnification obligation applies to the District's "active" as well as "passive" negligence but does not apply to the District's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
 - b. Additional Insured. All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District and its

officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the District to vicarious liability but shall allow coverage for the District to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

- c. **Waiver of Subrogation Rights.** Frontier shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Frontier and Frontier's employees or agents from waiving the right of subrogation prior to a loss or claim. Frontier hereby waives all rights of subrogation against the District.
- d. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.
- e. **Severability of Interests.** Frontier agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between Frontier and District or between District and any other insured or additional insured under the policy.
- f. **Proof of Coverage.** Frontier shall furnish Certificates of Insurance to the District Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Frontier shall maintain such insurance from the time Frontier commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, Frontier shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- h. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- i. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, District has the right but not the obligation or duty to cancel this Agreement or obtain insurance if it deems necessary and any premiums paid by District will be promptly reimbursed by Frontier or District payments to the Frontier will be reduced to pay for District purchased insurance.
- j. **Insurance Review.** Insurance requirements are subject to periodic review by District. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of District. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against District, inflation, or any other item reasonably related to the District's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Frontier agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of District.

- k. Frontier agrees to provide insurance set forth in accordance with the requirements herein. If Frontier uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Frontier agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, Frontier shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- i. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Frontier and all risks to such persons under this Agreement.

If Frontier has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- ii. Commercial/General Liability Insurance –Frontier shall carry General Liability Insurance covering all operations performed by or on behalf of Frontier providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.
- iii. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Frontier is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Frontier owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

iv. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

v. **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of District.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

12. **Notices**. Any notice, request, demand, consent, approval or other communication required to be given shall be addressed as follows:

To:
Noel Castillo, Chief Flood Control Engineer
San Bernardino County Flood Control District
825 East Third Street
San Bernardino, CA 92415
Phone: (909) 387-7906

To:
General Counsel
Rancho Etiwanda, LLC
2151 E. Convention Center Way #222
Ontario, Ca 91764
909-354-8000

13. **Governing Law**. This Agreement shall be governed by the laws of the State of California.

14. **Venue**. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

15. **Amendment of Agreement**. The Parties agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Frontier and District.

16. **Attorneys' Fees and Costs.** If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance paragraphs.
17. **Debarment.** Frontier certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Frontier further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.
18. **Duration of Terms.** This Agreement, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Agreement.
19. **Former County Officials.** Frontier agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Frontier. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Frontier. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
20. **Exhibits.** All exhibits referred to herein, attached to this Agreement are incorporated by this reference.
21. **Improper Influence.** Frontier shall make all reasonable efforts to ensure that no District or County officer or employee, whose position in the District/County enables him/her to influence any award of the Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Agreement or shall have any relationship to Frontier or officer or employee of Frontier.
22. **Improper Consideration.** Frontier shall not offer (either directly or through an intermediary) any improper consider such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the District in an attempt to secure favorable treatment regarding this Agreement. The District, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the proceeding sentence was offered to any officer, employee or agent of the District with respect to this Agreement. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement has been awarded. Frontier shall immediately report any attempt by any District officer, employee or agent to solicit) either directly or through an intermediary) improper consideration from Frontier. The report shall be made to the County Counsel, the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.
23. **Conflict of Interest.** Frontier shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the District. Frontier shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the District determines a conflict-of-interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the District and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Frontier's officers, employees, or agents have

family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant

24. **Material Misrepresentation.** If during the course of the administration of this Agreement, the District determines that Frontier has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the District is entitled to pursue any available legal remedies.
25. **Informal Dispute Resolution.** In the event of a dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
26. **Legality and Severability.** The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
27. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Agreement, Frontier, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.
28. **Mutual Covenants.** The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".
29. **Assignment.** This Agreement shall be binding upon District and Frontier and their respective successors and assigns. Neither the performance of this Agreement, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Frontier without the prior written consent and approval of District.
30. **Severance.** If any provision of this Agreement is applied to any party or to any circumstance, shall be adjudged by a court to be void and unenforceable, the same shall in no way affect:
- a. Any other provision of this Agreement;
 - b. The application of such provision in any other circumstances; or
 - c. The validity or enforceability of the agreement as a whole.
31. **Interpretation.** This Agreement shall not be construed against the party preparing it but shall be construed as if all parties prepared this Agreement. This Agreement is entered into and is to be performed in San Bernardino County, California, in accordance with the laws of the State of California.
32. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).** Frontier has disclosed to the District using Attachment D – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Frontier's proposal to the District, or (2) 12 months before the date this Agreement was approved by the Board of Supervisors. Frontier acknowledges that under Government Code section 84308, Frontier is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or County elected officer for 12 months after the District's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, Frontier will provide the District a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of Frontier or by a parent, subsidiary or otherwise related business entity of Frontier.

This Agreement, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

►

Dawn Rowe, Chair

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell, Clerk of the Board

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Scott Runyan, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

►
Byanka Velasco, Assistant Director, DPW

Date _____

Reviewed/Approved by Department

►
Noel Castillo, Director, DPW

Date _____



ATTACHMENT D

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Rancho Estuaria, LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: JAMES PREVITI
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
<u>WORTHINGTON PARTNERS</u>	<u>GREG DEVEREAUX</u>

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10.

Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, I certify that the statements made herein are true and correct. I understand that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision by the County.

Signature

Date

Richard Munkvold

Print Name

10-30-25

Rancho Grimaud, LLC

Print Entity Name, if applicable