



Contract Number

25-43 A-1

SAP Number

Land Use Services Department

Department Contract Representative Xochitl Alvarez
Telephone Number 909-387-4130

Contractor Ghazal Engineering, Inc.
Contractor Representative Johnny Ghazal
Telephone Number 909-353-0550
Contract Term 01/14/2025 – 01/13/2028
Original Contract Amount NTE \$3,600,000 Aggregate Total
Amendment Amount N/A
Total Contract Amount NTE \$3,600,000 Aggregate Total
Cost Center 6920011000
Grant Number (if applicable) N/A

IT IS HEREBY AGREED AS FOLLOWS:

Assignment, Consent to Assignment and Amendment No. 1

This Assignment, Consent to Assignment and Amendment No. 1 of Contract No. 25-43 (Assignment and Consent) is made and entered into, by and among San Bernardino County (County), Ghazal Engineering (Assignor) and Ghazal Engineering, Inc. (Assignee).

1. Assignor and Assignee hereby agree that that the Assignor shall assign all its right, title, and interest, and delegate all its obligations, responsibilities, and duties, in and to Contract No. 25-43, to Assignee as of March 25, 2025.
2. Assignee hereby accepts the assignment of all of Assignor’s obligations, responsibilities, and duties, in and to Contract No. 25-43 and all of Assignor’s right, title, and interest in and to Contract No. 25-43.
3. The County, pursuant to paragraph C.3 of Contract No. 25-43, hereby consents to the assignment by Assignor to the Assignee.
4. The County, in executing its consent to this Assignment and Consent, does not release Assignor from any claims or remedies it may have against Assignor under Contract No. 25-43 for obligations incurred prior to the effective date of the assignment.
5. All references in Contract No. 25-43 to Ghazal Engineering shall be amended to Ghazal Engineering, Inc.

6. Attachment B Campaign Contribution Disclosure is repealed in its entirety and replaced with Attachment B Levine Act Campaign Contribution Disclosure attached to this Assignment and Consent.
7. This Assignment and Consent 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 Assignment and Consent. The parties shall be entitled to sign and transmit an electronic signature of this Assignment and Consent (whether by facsimile, PDF or other email 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 Assignment and Consent upon request.

IN WITNESS WHEREOF, the San Bernardino County, Assignor, and Assignee have each caused this Assignment and Consent to be subscribed by its respective duly authorized officers, on its behalf.

ASSIGNOR

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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 of Supervisors
San Bernardino County

By _____
Deputy

Ghazal Engineering

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

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

Name Johnny Ghazal

(Print or type name of person signing contract)

Title Principal

(Print or Type)

Dated: 03/17/2025

Address 473 E. Carnegie Drive, Suite 200

San Bernardino, CA 92408

ASSIGNEE

Ghazal Engineering, Inc.

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

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

Name Johnny Ghazal

(Print or type name of person signing contract)

Title President

(Print or Type)

Date: 03/17/2025

Address 473 E. Carnegie Drive, Suite 200

San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form

Jason Searles, Supervising Deputy County
Counsel
Date _____

Reviewed for Contract Compliance

Susan O'Strander, Assistant Director
Date _____

Reviewed/Approved by Department

Mark Wardlaw, Director
Date _____



ATTACHMENT B

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

Company Name	Relationship
N/A	
N/A	

6. Name of agent(s) of Contractor:

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

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):
N/A		
N/A		

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
N/A	
N/A	

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: N/A

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 the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands 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 award of this Contract is being considered and for 12 months after a final decision by the County.