

TERMS AND CONDITIONS OF FRANCHISE ISSUED TO BEAR VALLEY ELECTRIC SERVICE, INC.

I. GENERAL PROVISIONS AND DEFINITIONS	2
A. DEFINITIONS	2
B. CONTINUATION OF PROVISIONS	3
C. GENERAL CONDITIONS FOR FRANCHISE	3
D. TERM OF FRANCHISE.....	3
E. ACCEPTANCE OF FRANCHISE.....	4
F. GRANT NONEXCLUSIVE – COMPLIANCE WITH REGULATIONS	4
G. LIMITATIONS ON GRANT OF FRANCHISE	4
H. EFFECTIVE DATE OF FRANCHISE.....	4
I. REPRESENTATION REGARDING INSURANCE AND INDEMNIFICATION	4
J. BOND OF GRANTEE	7
K. GRANT AND FORFEITURE CONDITIONS	7
L. FILING OF TRANSFER OR CHANGE IN CONTROL OF FRANCHISE – CONDITIONS.....	8
M. FRANCHISE FEE STATEMENT	9
N. PERMIT FOR PERFORMANCE OF WORK	9
II. COMPENSATION.....	9
A. REIMBURSEMENT FOR FRANCHISE AWARD AND PUBLICATION EXPENSES	9
B. FRANCHISE FEE	9
C. PAYMENT OBLIGATION	10
D. RECORD KEEPING.....	11
E. AUDIT	11
III. CONSTRUCTION	12
A. GENERAL REGULATIONS	12
B. THIRD-PARTY USE OF FRANCHISEE’S FACILITIES; EXCAVATION; POLE OWNERSHIP	13
C. UNDERGROUNDING OF FACILITIES	13
D. COMPLIANCE WITH ORDINANCES, RULES AND LAWS	14
E. RELOCATION OF LINES AND APPURTENANCES	14
F. REMOVAL OR ABANDONMENT OF FACILITIES.....	15
G. EFFICIENT COORDINATION AND REMOVAL OF GRAFFITI	15
H. PROACTIVE UTILITY COORDINATION WITH COUNTY DEPARTMENTS	16
I. EMERGENCY OPERATIONS CENTER COMMITMENT	16
J. USE OF SPACE.....	16
K. ENERGY EFFICIENCY	16
IV. LAND USE PROVISIONS	16
A. LAND USE/DEVELOPMENT COORDINATION.....	16
B. PROPERTY MAINTENANCE COMPLIANCE	16
V. MISCELLANEOUS.....	16

I. GENERAL PROVISIONS AND DEFINITIONS

A. Definitions

For the purposes of this Franchise Agreement (as defined below), the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

1. "Board" means the Board of Supervisors of San Bernardino County.
2. "Construct and Use" and "Constructing and Using" shall mean to lay, construct, excavate, encroach, erect, install, reinstall, operate, maintain, use, repair, modify, replace, relocate, or remove any Facilities used for transmitting, generating and distributing electricity for all purposes in Rights of Way within the Franchise Area.
3. "County" means the San Bernardino County, State of California.
4. "Department" means the County Administrative Office or designated Franchise Authority, San Bernardino County.
5. "Effective Date" means the date upon which the Franchisee files an acceptance of this Franchise as set forth in Section I, Subsection E.
6. "Director" means Chief Executive Officer, San Bernardino County, or his/her designee.
7. "Franchise" shall mean and include any authorization granted hereunder in terms of a Franchise, privilege, permit, license or otherwise to construct and use poles, wires, conduits, appurtenances, and facilities, including dedicated communication conduits and circuits, for the sole purpose of transmitting, distributing, and generating electricity for any and all lawful purposes in, along, across, upon, over, and under streets within the County. Including the operation, maintenance and use of an electric transmission, distribution and generation system consisting of poles, wires, conduits, and appurtenances, including communications systems and circuits, for the purpose of conducting, generating, transmitting, and distributing electricity for any and all purposes, including without limitation, for heat, light and power purposes, on, under, along, across, in, upon, and under the streets, in the County.
8. "Facilities" means the electric transmission, distribution and generation systems used or useful, directly or indirectly in transmitting, distributing and generating electricity for all lawful purposes including secondary uses of excess available capacity of Facilities, and all property of the Franchisee, including, but not limited to, poles, towers, supports, wires, fiber optics, conductors, cables, guys, platforms, stubs, cross arms, braces, transformers, anchors, insulators, conduits, ducts, vaults, manholes, meters, cut-offs, switches, communications circuits, appliances, attachments, appurtenances, generation and service connections with the Franchisee's facilities, whether installed by the Franchisee or not, which are erected, constructed, laid, operated or maintained in, upon, over, under, along or across any streets, alleys, ways and highways within the Franchise Area, pursuant to any right or privilege granted by this Franchise and without limitation to the foregoing, any other property, located or to be located in, upon, along, across, under or over the streets, property, right of way or easements of the County within the County limits, and used or useful in transmitting, distributing or generating electricity, which may be otherwise referred to as "facilities."
9. Franchise "Agreement" means this document containing the terms and conditions under which Bear Valley Electric Service, Inc., a public utility, holds this electric Franchise with the County.

10. "Franchise Area" shall mean the unincorporated area of the San Bernardino County.
11. "Franchisee" means Bear Valley Electric Service, Inc. and its lawful successors and assigns.
12. "Franchise payment period" shall mean the annual period of time commencing on January 1st and ending on December 31st. To the extent the Effective Date shall not fall on January 1st, the initial Franchise payment period shall be from January 1st to December 31, 2025. Thereafter, the Franchise payment period shall be annual (from January 1, 2026 through December 31, 2026) and each calendar year thereafter.
13. "Franchise report period" means that period of time co-terminus with the Franchise payment period.
14. "Right of Way" means any public highway, freeway (except a state freeway), street, road, alley, lane or court or other public easement, and above, in and below the same, which now exists or which may hereafter exist, in the Franchise Area for which County has the authority to grant a Franchise and in which the Facilities are located.
15. "Gross Receipts" shall mean all gross operating revenues received by Franchisee from the sale of electricity to Franchisee's customers with points of service within the Franchise Area.
16. "Protective System" as herein used, the term "Protective System" shall be understood to mean the electrical conductors, devices, and facilities for the purpose of producing or conveying alarms, signals, communications or other means of intelligence for the protection of life and property by the County's sheriff and San Bernardino County Fire Protection District and/or other public agencies of public safety and protection, as are now used, or as may hereafter be required, or desired, by County.

B. Continuation of Provisions

The provisions of this Agreement, insofar as they are substantially the same as existing provisions relating to the same subject matter, shall be construed as restatements and continuations thereof, and not as new enactments.

C. General Conditions for Franchise

Pursuant to and in accordance with the provisions of the Franchise Act of 1937, California Public Utilities Code §6201, et seq., County hereby grants to Bear Valley Electric Service, Inc. (Franchisee), and its lawful successors and assigns, a Franchise to Construct and Use Facilities for the sole purposes of transmitting and distributing electricity for any and all lawful purposes, under, along, in, across or upon the Right of Ways. This Agreement does not confer any rights other than as expressly provided for herein or as mandated by federal, state, or local law. Franchisee hereby agrees to provide electric public utility service in the Franchise Area to the extent required to do so pursuant to its tariffs approved by the California Public Utilities Commission.

D. Term of Franchise

1. The term of the Franchise shall commence with the Effective Date of this Franchise and continue for a period of ten (10) years ("Term") and be automatically extended for an additional ten (10) years at the expiration of the initial term, unless the County notifies Franchisee in writing at least one hundred eighty (180) days prior to the end of the expiration of the initial term or the extended term that the County has elected not to extend the franchise, or subject to termination as provided under this section.
2. During the term of the Franchise, the Franchise shall remain in full force and effect unless: (1) Franchisee voluntarily surrenders or abandons the Franchise, with the consent of the applicable State or federal regulatory agency; (2) the State, a municipal or public corporation

purchases by voluntary agreement or condemns and takes under the power of eminent domain, all property actually used and useful in the exercise of the Franchise and situate within the territorial limits of the State, municipal or public corporation purchasing or condemning such property, or (3) the Franchise is forfeited immediately for noncompliance with its terms by Franchisee.

E. Acceptance of Franchise

The Franchisee shall, within thirty (30) days after the adoption of the Ordinance granting the Franchise, file with the Clerk of the Board a written acceptance of the terms and conditions of said Ordinance and Agreement.

F. Grant Nonexclusive – Compliance with Regulations

To the extent permitted by applicable law, the granting of the Franchise shall not be construed to prevent County from granting any identical or similar Franchise to any person other than the Franchisee. Nothing herein contained shall be construed to exempt the Franchisee from compliance with all ordinances, resolutions, rules or regulations of County now in effect, or which may be hereafter adopted, which are not inconsistent with the terms of the Franchise, the Franchise Act of 1937, California Public Utilities Code §6201, et seq., or other authority of the State. In the event of any such inconsistency where the County is pre-empted, the applicable Federal, or State law shall control.

G. Limitations on Grant of Franchise

Nothing contained in this Agreement shall be construed as authorizing Franchisee to use, or permit the use of, any portion of its Facilities for any purpose other than those reasonably necessary for the transmission or distribution of electricity, and all lawful purposes including secondary uses of excess available capacity for use outside franchisee service territory unless prior approval is authorized by the Chief Executive Officer, Franchise Authority or designated representative.

H. Effective Date of Franchise

This Franchise shall become effective immediately after the Franchisee files written acceptance with the Clerk of the Board of Supervisors (Effective Date).

I. Representation Regarding Insurance and Indemnification

1. Insurance

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

- a) Without in anyway affecting the indemnity herein provided and in addition thereto, the Franchisee shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- (1) Workers' Compensation/Employer 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 providing services on behalf of the Franchisee and all risks to such persons under this Franchise Agreement.
- (2) Additional Insured – All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain endorsements naming County and its officers, employees, agents, and volunteers as additional named

insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for County to vicarious liability but shall allow coverage for County 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.

- (3) Waiver of Subrogation Rights – Franchisee shall require the carriers of the above required coverages to waive all rights of subrogation against County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Franchisee and Franchisee's employees or agents from waiving the right of subrogation prior to a loss or claim. The Franchisee hereby waives all rights of subrogation against County.
- (4) Policies Primary and Non-Contributory – All policies required above are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by County.
- (5) Severability of Interests – The Franchisee 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 the Franchisee and the County or between the County and any other insured or additional insured under the policy.
- (6) Proof of Coverage – Franchisee shall furnish Certificates of Insurance to the Department address referenced in Section V, Paragraph D or third-party contractor working on behalf of County, evidencing the insurance coverage, including endorsements, as required, 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 County, and Franchisee shall maintain such insurance from the time Franchisee commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of Franchise Agreement, the Franchisee shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements promptly upon request.
- (7) 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".
- (8) 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.
- (9) Failure to Procure Coverage – In the event that any policy of insurance required under this Franchise Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to suspend the Franchise or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Franchisee to pay for County purchased insurance.
- (10) Commercial/General Liability Insurance – The Franchisee shall carry General Liability Insurance covering all operations performed by or on behalf of Franchisee providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000), 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) Pollution Liability.

- (11) 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 Franchisee is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

- (12) 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 be excess over both per occurrence limits and aggregate limits so long as the County is included as additional insured on the excess policy. The coverage shall also apply to automobile liability.

- (13) Subcontractor Insurance Requirements – Franchisee agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements for all contracts and the insurance specification for all contracts, including waiver of subrogation rights, and naming the County as an additional insured. The Franchisee agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required by the County.

- (14) Insurance Review – Insurance requirements are subject to periodic review by the County at the time of Franchise renewal prior to 180 days from expiration. At the time of Franchise renewal prior to 180 days from expiration, 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 the County. In addition, at the time of Franchise renewal prior to 180 days from expiration, 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 County, inflation, or any other item reasonably related to County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Franchise Agreement. Franchisee agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County 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 the County.

2. Indemnification

The Franchisee agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from all liability for damages proximately resulting from any operations under the Franchise as required by Section 6296 of the Franchise Act.

Environmental Indemnification. Franchisee agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County from and against any and all liability, loss, damage, expense, actions, and claims, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by County in defense thereof, arising directly or indirectly from (1) Franchisee's breach of any environmental laws applicable to the Facilities, or (2) from any release of any hazardous substances on or from Facilities, or (3) other activity related to this Franchise by Franchisee, its agents, contractors, or subcontractors. This indemnity includes but is not limited to (1) liability for a governmental agency's costs or removal or remedial action for hazardous substances; (2) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (3) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (4) liability for personal injury or property damage arising under any statutory or common-law theory.

County's Remedies. Should Franchisee and its contractors fail to fully perform any of its obligations hereunder in any material respect, County may, but is not obligated to, perform any or all of said unfulfilled obligations as set forth in this agreement as it reasonably deems necessary and Franchisee shall promptly reimburse County for all reasonably incurred costs of so performing after receipt of appropriate documentation therefor. Further, Franchisee shall defend (with counsel reasonably approved by County), hold harmless, and indemnify County for any and all personal injury, wrongful death, property damage, and other damages arising there from unless such cause of action is due to the sole negligence or willful misconduct of County, its employees, or contractors. The Franchisee's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. This does not waive any contractor or agent of Franchisee in complying with applicable County adopted standards or policies.

J. Bond of Grantee

Within five (5) days after the effective date of the Ordinance granting the Franchise, Franchisee shall file, and thereafter at all times during the life of the Franchise keep on file with the Director, a corporate surety bond running in favor of County, in the penal sum of fifty thousand dollars (\$50,000.00) on the condition that Franchisee shall well and truly observe, fulfill and perform each condition of the Franchise in all material respects and that in case of any breach of the Franchise, the entire penal sum shall be deemed liquidated damages and shall be recoverable from the principal and sureties of the bond. If said bond is not filed within five (5) days after the effective date of the Ordinance granting the Franchise, its award may be set aside and the Ordinance granting the Franchise may be repealed at any time prior to the filing of said bond, and any money paid in consideration for award of the Franchise shall be deemed forfeited. In the event that the bond shall be utilized by County, pursuant to the terms of this paragraph, then upon request of Director, Franchisee shall promptly deposit sufficient additional security to return such bond to Fifty thousand dollars (\$50,000.00). For purposes of this Franchise Agreement, the parties agree that a cash deposit from Franchisee with County shall be used in lieu of and satisfying the requirement for a bond. Nothing set forth herein shall serve as a limitation of Franchisee's right to contest a breach of this Franchise in a court of competent jurisdiction.

K. Grant and Forfeiture Conditions

1. The Franchise is granted and shall be held and enjoyed upon each and every condition contained in the Agreement granting the Franchise. Any neglect, failure, or refusal by Franchisee to comply with any of the conditions of the Franchise, as set forth in this Franchise Agreement, shall constitute grounds for the suspension or forfeiture thereof as provided in paragraph 2 below. This Franchise does not confer upon Franchisee the authority to permit any third party to use the Facilities nor does it in any way prevent Franchisee from permitting third party use of its Facilities pursuant to local, state or federal authority, other than the use of the Protective System by County or public agencies for public safety and protection. Nothing in this Franchise in any way impacts County's ability to regulate business activities within its borders.
2. In this Franchise Agreement and otherwise, County reserves the right to suspend or revoke and terminate the Franchise and all rights and privileges of the Franchisee in the event of a material breach of its terms and conditions. A material breach by Franchisee shall include, but shall not be limited to, the following:
 - a) Any material violation of the Franchise Agreement.
 - b) Practice of any fraud or deceit upon County in connection with the Franchise.
3. The Director, prior to any suspension or revocation and termination of the Franchise, shall give to the Franchisee not less than sixty (60) days-notice in writing of any default thereunder. If the Franchisee does not, within the noticed period, commence the work of compliance, or, after such commencement, does not prosecute the work with due diligence to completion, the Board shall hold a hearing, at which the Franchisee shall have the right to appear and be heard. Notice of said hearing shall be given to Franchisee by certified mail not less than thirty (30) days before said hearing.
4. Upon the conclusion of the hearing, the Board may determine whether such event constituting the claimed material breach is material and essential to the Franchise and whether the Franchisee is in default with respect thereto and upon making the necessary finding may declare the Franchise suspended or revoked and terminated. No suspension or revocation and termination shall become effective less than thirty (30) days after the Board's declaration to revoke and terminate; and no lapse of time, expenditure or any other thing shall be deemed to give the Franchisee any vested right or interest in the continuation of the Franchise granted. Nothing contained herein shall constitute a limitation of Franchisee's right to contest such suspension, revocation, or termination or the basis for same in a Court of competent jurisdiction.

L. Filing of Transfer or Change in Control of Franchise – Conditions

1. Franchisee shall not sell, assign, lease, hypothecate, place in trust, or change the control of the Franchise or any part thereof, except with the prior written approval of the Director, and upon payment of any fees due pursuant to Section II, Subsections A, B, and C. The Director's consent shall not be unreasonably withheld or delayed. As used in this Section, "control" includes the possession of the power to direct or cause the direction or management of the Franchisee and "change in control" includes any change in the possession of the power to direct or cause the direction of the management of the Franchisee in whatever manner exercised; except that any change in the possession of the power to direct or cause the direction of the management of the Franchisee caused solely by the merger, sale, transfer or exchange of stock or by any municipal or public corporation shall not be construed as a change in control for the purposes of this Section. For example, the acquisition of Franchisee by another publicly traded company or an assignment of this Franchise to another entity owned and controlled by Bear Valley Electric Service, Inc. shall not constitute a change in control. Where applicable, as a condition to the granting of consent due to a change in control as set forth above, the Board may impose such additional terms and conditions upon the Franchise and upon the Franchisee or assignee which the Director recommends, or which the Board deems to be in the public interest. However, such consent shall not be unreasonably withheld.

2. Supplemental Notice of Transfer. Franchisee shall file with the Director a written notice of the fact of such sale, assignment, lease, hypothecation, trust or change in control within sixty (60) days following the effective date of such transaction. Payment of any fees due pursuant to Section II, Subsections A, B, and C shall not be unreasonably withheld or delayed.
3. Purchase or Condemnation of Franchisee's facilities: Nothing herein shall be deemed or construed to impair or affect, in any way, or to any extent, the right of said County to acquire the property of the Franchisee, either by purchase or through exercise of the right of eminent domain, and nothing contained herein shall be construed to contract away or modify or abridge, either for a term or in perpetuity, said County's right of eminent domain in respect to any public utility or Franchisee's property.
4. Neither this Franchise nor any interest therein shall be assignable or transferable in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Franchisee or by any process of law.

M. Franchise Fee Statement

The Franchisee, during the term of the Franchise, within three (3) months after the expiration of each calendar year, shall file with the Department, at no cost to County, a verified statement of a duly authorized representative of the Franchisee. This statement shall set forth in detail the computation of the amount of the Franchise payment due for the immediately preceding calendar year. Any neglect, omission or refusal by said Franchisee to file said verified statement or to pay said Franchise fee at the times or manner prescribed herein provided, shall constitute grounds for forfeiture of this Franchise agreement and all rights of Franchisee hereunder.

1. In order to verify calculation of the annual payment based upon the amount of Facilities located in the Right of Ways, County may seek an audit pursuant to Section II, Subsection E of this agreement. As a part of that audit, County may request a street and highway map or maps of any convenient scale on which shall be plotted the location of the transmission and distribution system or systems covered by the report as of the last day of the Franchise payment period, with that part of said system or systems located in the Right of Ways indicated by distinctive coloration or symbols, subject to Franchisee's mapping system. This information shall be provided digitally. Franchisee shall bear the cost of the audit.

N. Permit for Performance of Work

Notwithstanding the granting of the Franchise, the Franchisee must first obtain any permits required by local, state, or federal agencies or governing bodies before commencing work under the Franchise. The County, at its own discretion, may or may not issue an annual blanket permit for such work with limitations in compliance with County Public Works Standards. Franchisee shall be responsible for satisfying all permit conditions and adhere to all requirements of County standards to the extent permitted by applicable law.

II. COMPENSATION

A. Reimbursement for Franchise Award and Publication Expenses

The Franchisee of this Franchise shall pay to County a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise within thirty (30) days after County shall have furnished Franchisee with a written statement of such expenses.

B. Franchise Fee

Franchisee shall pay County according to the "Franchise payment period" as defined in Section I, Subsection A (12), less any payments made under any previous franchise agreement or subsequent franchise agreement covering any portion of the Franchise payment period.

1. Annual Payments: Franchise fees, calculated based on the formula below, shall be paid by Franchisee to County for each calendar year on an annual basis, with initial year beginning January 1, 2025, and due within three (3) months after the expiration of the calendar year, and within three (3) months after the expiration of each and every calendar year thereafter. The annual payment shall also be accompanied with a duly verified statement showing in detail the total gross receipts of Franchisee during the preceding calendar year, arising from the use, operation, and possession of this Franchise. Each payment will be the full total due to County. The Franchisee agrees that it shall have in place a system for making payments under this Agreement electronically to the Department no later than March 31, 2026 to start and every calendar year thereafter.
2. It is understood and agreed that Franchisee is making the annual payments herein required to be paid by Franchisee to County based on the gross receipts of the Franchisee for the applicable period.
3. Franchise Fee Computation: During the life of the Franchise, the Franchisee will pay to County, the sum provided by law, which is currently two percent (2.0%) of the Franchisee's gross annual receipts arising from the use, operation, or possession of this Franchise, except that this payment shall be not less than 1 percent (1.0%) of the Franchisee's gross annual receipts derived from the sale within the limits of the municipality of the utility service for which the Franchise is awarded. In the event that the compensation formula to be paid to County as currently set forth in the Public Utilities Code is modified by an act of the Legislature of the State of California or legal decision or proceeding, which if applied to the formula set forth in this agreement would result in a higher annual fee to be imposed on Franchisee than set forth in this Agreement, then Franchisee shall pay the County such higher annual fee as of the effective date of such act or legal decision or proceeding. Any such increase pursuant to this section is not collected as a surcharge. County shall provide Franchisee with at least thirty (30) days' notice of any such change in the franchise fee.
4. The parties also agree that at any time during the Term, County may at its discretion determine to require increase(s) to the Franchise Fee with the increase(s) collected as a surcharge pursuant to California Public Utilities Commission Decision 89-05-063. Franchisee agrees to submit the surcharge request to the California Public Utilities Commission in a timely manner and cooperate with County request. If Franchisee is authorized to collect the surcharge, it shall commence with the next quarter's billing to customers following approval by the California Public Utilities Commission. The maximum Franchise Fee including any such surcharge during the Term shall not exceed two percent (2.0%) of the Franchisee's gross annual receipts derived from the sale of electricity within the Franchise Area.
5. In the event County imposes an increased franchise fee pursuant to this section, Franchisee agrees to collect and make payment at the same time and manner as specified in this Agreement.

C. Payment Obligation

In the event Franchisee fails to make the franchise fee payment, on or before the date due, Franchisee shall pay as additional consideration, a sum of money equal to three percent (3.0%) interest payment. Said sum shall be due within thirty (30) days after written demand from County, and failure to pay such charge shall be grounds for forfeiture of the Franchise. To the extent that such failure to pay exceeds thirty (30) days, the interest payment shall then be increased to five percent (5.0%). To the extent that such failure to pay exceeds sixty (60) days, the interest payment shall then be increased to ten percent (10.0%). The interest payment set forth herein shall be waived in the event that franchise fee payment(s) were not made due to a force majeure including, but not limited to earthquake, fire, flood, civil unrest, strike, or other physical or natural calamity.

D. Record Keeping

Franchisee shall keep and preserve all records necessary to determine the amount of such Franchise fees or other payments due to the County for a period of three (3) years following the date of the Franchise fee determination and payments made by Franchisee.

E. Audit

The County Auditor-Controller/Treasurer/Tax Collector, or any qualified person designated by County, upon not less than thirty (30) days' prior written notice to Franchisee, may make examination at the Franchisee's office or offices or where they are maintained at any reasonable time during regular business hours of such books and records of Franchisee, consistent with the requirements of Section II, Subsection D above, as are reasonably necessary to verify the accuracy of Franchisee's franchise fee calculation for the prior filing year, set forth in the annual statement required herein, subject to the following terms and conditions:

1. All books and records subject to examination by the County Auditor-Controller/Treasurer/Tax Collector, or other qualified person designated by County, shall be made available within the Franchisee's office or where they are maintained.
2. Records need not be made available unless and until County executes and delivers to Franchisee written confirmation of County's request to examine the books and records is made pursuant to its audit rights herein and written confirmation that County shall use the information obtained only for purposes of the audit, shall not disclose any information it obtains to third parties without the prior written consent of Franchisee, and that it shall maintain the confidentiality of any information relating to Franchisee's customers and other information reasonably designated by the Franchisee as confidential. Nothing herein shall be construed to require Franchisee to make available information, which constitutes private or confidential information pertaining to specific customers of Franchisee, without the prior written consent of the customer(s) involved.
3. County shall provide Franchisee with comprehensive, written results of its audit. In the event County's audit reveals an error in the franchise fee amount set forth in the statement being audited the following provisions shall apply:
 - a. If the audit determines that additional franchise fees are due, and if Franchisee agrees with such determination, the additional franchise fees shall be paid within thirty (30) business days after County's written demand therefore. Failure to pay such charge shall be grounds for forfeiture of the Franchise.
 - b. If the audit determines that additional franchise fees are due, but Franchisee disagrees with such determination, payment of the additional franchise fees shall be stayed pending Franchisee's appeal of the determination to the Board, which appeal shall be filed by Franchisee within thirty (30) days of Franchisee's receipt, from County, of the written determination that additional franchise fees are due.
 - c. If the audit determines that an overpayment of the franchise fee occurred, then County shall refund [or apply funds as a credit] to future franchise fees due, the amount of the overpayment within thirty (30) days after Franchisee's written demand therefore.
 - d. Franchisee shall reimburse County for the full cost of the audit within thirty (30) days of Franchisee's receipt from County of audit costs, if the audit determines that three percent (3%) or more additional franchise fees are due.
4. In the event of a disagreement between the parties, each party shall have all of the rights and remedies provided by the Franchise and by law.

III. CONSTRUCTION

A. General Regulations

1. Facilities and appurtenances shall be constructed and maintained in a good and workmanlike manner, in conformity with the terms and conditions of the San Bernardino County Code, or any other ordinance, resolution, agreement, rule or regulation (collectively "Regulations"), now or hereafter amended, adopted or prescribed by County as may be applicable to the Construct and Use of the Facilities and appurtenances, provided such Regulations are not in conflict with the rights granted herein or the paramount authority of the State. In the event of preemption, the Public Utilities Code and/or California Public Utilities Commission (CPUC) policies, regulations, General Orders, rules, decisions and opinions, or other applicable law shall govern.

Franchisee shall perform its work in compliance with applicable requirements of the CPUC, Federal Energy Regulatory Commission (FERC), and County oversight. If any street or other public property shall be damaged thereby or by reason of any cause arising from the operation or existence of Facilities, Franchisee shall, at its own cost and expense, backfill, place surfacing and otherwise repair the damaged portions of the streets or other public property in conformance with County code and standards.

All lines placed and constructed during the term of this Agreement shall be documented on recorded drawings as to the location, type, configuration and dimension. To the extent they are available, said record drawings shall be available to County upon sixty (60) calendar days written request by County at no cost to County. County acknowledges such drawings provided by the Franchisee may not accurately depict the location of Franchisee's lines or other Facilities. To ensure accuracy, County may request Franchisee conduct potholing to determine the exact location of Franchisee's lines and other Facilities at no cost to County. Upon such request, Franchisee shall within thirty (30) days of the request provide to County the results of such tests, which shall confirm the location of Franchisee's Facilities.

2. To the extent that Franchisee provides County with any writings or other information pursuant to this Agreement, said writings or other information shall be subject to public disclosure under the California Public Records Act, Government Code section 7920.000 et seq. and following. Any such writings or information that a Franchisee believes is proprietary or financial information or Critical Energy Infrastructure Information (CEII) as defined in this Agreement, shall be clearly marked or identified as such when it is provided to County. Except for writings or information clearly marked or identified as proprietary or financial information or CEII, the providing of said writings or information shall be deemed to be a waiver by Franchisee of any exemption or exemption to disclosure that the Franchisee may otherwise have. In the event County receives a request for the disclosure of any proprietary, financial, or customer writings or information provided by Franchisee to County pursuant to this Agreement, prior to the release of any such writings or information, County will contact the Franchisee within ten (10) days of receipt of the records request and provide Franchisee notice of the request. Franchisee agrees to indemnify, defend and hold harmless County in any action brought to disclose such information. If Franchisee requests non-disclosure of the requested material, it shall be Franchisee's sole responsibility to bring an action barring disclosure.
3. Franchisee agrees to submit requested maps in electronic Geographic Information Systems (GIS) format.
4. Coordination of Work in Right-of-Ways: To the extent practicable, and to the extent not in conflict with areas of regulation or oversight pre-empted by the federal or state government, Franchisee shall notify and coordinate with applicable County departments within Right of Ways subject to the Franchise. Such coordination shall be in a manner reasonably and mutually acceptable to County and Franchisee. The intent of this provision is to ensure that County be

permitted to ensure the orderly flow of vehicular traffic when County and/or Franchisee is conducting line maintenance or repair work requiring County and/or Franchisee's personnel to be situated within the Right of Ways. Franchisee shall abide with traffic control ordinance(s) and standard(s) adopted by County.

5. Franchisee shall reasonably coordinate and cooperate with County when County has a proposal for any project in a Right of Way. Upon written request, Franchisee shall provide County with such information as County may request regarding the location of any of Franchisee's Facilities that may impact such proposed project. Such information may include the result of potholing tests. Such information shall be provided to County at no cost to County within thirty (30) days of the request.
6. County Inspection and Approval: All such work performed in County right of way, easements or property shall be subject to the inspection and approval of the applicable County department. All repair of County roads, infrastructure or property by Franchisee shall meet County standards and approval.
7. Installations: New installations or replacements of Facilities necessary for the construction, use and safety of Facilities shall be laid, constructed and used in accordance with this Franchise and the California Public Utilities Code and/or CPUC policies, regulations, general orders, rules, decisions and opinions.
8. Representatives: Upon request and after receipt of notice, and upon a mutually convenient time (and within a reasonable period of time), Franchisee shall make representatives available to meet and confer with County to discuss pending projects and/or issues.

B. Third-Party Use of Franchisee's Facilities; Excavation; Pole Ownership

The grant of Franchise herein does not permit use by third parties of Franchisee's facilities located in Right of Ways. However, County acknowledges that state or federal law may require that Franchisee allow third parties to make attachments to Franchisee's Facilities. Franchisee shall notify County of the names and addresses of third parties who currently have, or request in the future to have, agreements to attach their facilities to Franchisee's Facilities in Right of Ways. Franchisee shall notify County of any future third parties upon their initial request to enter into an agreement for such attachment. Franchisee shall make commercially reasonable efforts to notify third parties of an order by County that such third-party facilities be removed. Franchisee shall further reasonably coordinate with County and such third-party users to facilitate the ultimate removal of such third-party facilities installed on Franchisee's lines.

C. Undergrounding of Facilities

Franchisee acknowledges that County desires to promote a policy of undergrounding of facilities within the Franchise Area. The County acknowledges that Franchisee is an aboveground electric utility and provides electrical service on a non-preferential basis subject to and in accordance with applicable tariffs on file with the CPUC and the rules and regulations of the CPUC.

New or replacement facilities installed within the Franchise Area may be located underground pursuant to a Rule 20 Resolution or other CPUC regulations governing underground facilities where feasible or in underground districts designated by County pursuant to a Rule 20 Resolution or other CPUC regulations governing underground facilities; provided that installation of cabinets and other structures with enclosed switches, transformers and similar equipment will be permitted and installed above ground in conformance with County scenic, public safety and protection standards, to the extent that such provisions are not in conflict or inconsistent with any applicable policies, regulations, general orders, rules, decisions and opinions on file with the CPUC, and not inconsistent with Franchisee's policies on such above ground facilities that currently exist or may be adopted in the future.

Nothing in this section or in this Franchise Agreement shall be construed as effecting a change to Franchisee's tariff Rule 20 or any other undergrounding tariffs, policies, regulations, general orders, rules, decisions and opinions.

Franchisee has the right to appeal any decision in writing, first to the Director, and if the Director rejects the appeal, the Franchisee shall have the right to appeal the Director's decision to the Board of Supervisors in accordance with the Clerk of the Board's policy and procedures and thereafter to a Court of competent jurisdiction.

D. Compliance with Ordinances, Rules and Laws

The work of Constructing and Using all Facilities under this Agreement in, over, under, along, or across any Right of Way shall be performed in accordance with the terms and conditions of this Agreement and where applicable, in compliance with applicable requirements of the: 1) Franchise Act of 1937, 2) County Code, 3) CPUC, 4) FERC, or 5) Federal and/or State law.

The Franchise hereby granted shall be so exercised by the Franchisee that the same shall not endanger the public in the use of the public streets and sidewalks, or interfere with or obstruct the use of any street or sidewalk for public purposes. If any of the Franchisee's Facilities endanger the public in the use of the public streets or sidewalks or interfere with or obstruct the use of any street or sidewalk by the public or for public purposes, County shall have the right to require the Franchisee, at Franchisee's expense, to move alter or relocate its Facilities to avoid such danger, interference or obstruction, in conformity with the written instruction of the County and not inconsistent with CPUC requirements and standards.

All contractors and subcontractors to Franchisee shall comply with all applicable ordinances, rules and laws including possession of valid required business licenses and permits including but not limited to traffic control permits.

E. Relocation of Lines and Appurtenances

In accordance with Section 6297 of the Franchise Act, the Franchisee shall, at no expense to County, remove or relocate any Facilities installed, used and maintained under the Franchise if and when made necessary by any lawful change of grade, alignment or width of any Right of Way, including the construction of any subway, or viaduct by County. In no event shall Franchisee be obligated to incur the cost of removal or relocation of any Facilities which were previously removed or relocated at the request of County, if County request for the removal or relocation is delivered on a date that is less than five (5) years from the date of the completion of a prior removal or relocation which was requested by County.

The County reserves the right to change the grade or width or to alter or change the alignment or location of any highway over which the Franchise is granted. If any of the Facilities or appurtenances constructed, installed, or maintained by the Franchisee pursuant to the Franchise on, along, under, over, in, upon, or across any Right of Way are located in a manner which prevents or interferes with the change of grade, traffic needs, traffic signals, operation, maintenance, improvement, repair, construction, reconstruction, widening, alteration or relocation of the highway, or any work or improvement upon the highway, the Franchisee shall relocate, permanently or temporarily, any such facility at no expense to County and in a timely manner. Franchisee shall be required to submit proof of prior rights for any Franchisee held easements to aid in determining liability of relocation costs.

If any such relocation requires Franchisee to obtain additional easement beyond that required by County for County's facilities, Franchisee shall obtain such easement (land, aerial, overhang, underground) at no cost to County and in a timely manner.

Franchisee agrees to coordinate in event of underground conflicts with Facilities to be installed and owned by County or its County Board governed special districts. In such occurrence, County and

its Board Governed special district facilities shall have first right for use of County right of way and easements.

All requests for relocation shall be reasonable, with the ability for County and the Franchisee to agree upon the timing of the relocation and its appropriate stages. Franchisee has the right to appeal any decision in writing; first, to the Director and if the Director rejects the appeal, the Franchisee shall have the right to appeal the Director's decision to the Board of Supervisors in accordance with the Clerk of the Board's policy and procedures and thereafter to a Court of competent jurisdiction.

F. Removal or Abandonment of Facilities

1. If any Facilities to be abandoned in place, subject to prescribed conditions, are not abandoned in accordance with all such conditions, the Director may make additional appropriate orders, including an order that the Franchisee shall remove any or all such facilities at Franchisee's expense including joint use poles abandonment.
2. In the event that the Franchisee fails to comply with the terms and conditions of abandonment or removal as may be required by this Agreement and within such time as may be prescribed by the Director or the Board, then County may remove or cause to be removed such facilities at the Franchisee's expense. The Franchisee shall pay to County the cost of such work, plus the current rate of overhead being charged by County for reimbursable work.
3. If upon the expiration, revocation or termination of this Franchise, or the permanent discontinuance of the use of all or a portion of its Facilities, the Franchisee shall, within ninety (90) days thereafter, make written application for the disposition of Franchisee Facilities. The Director shall determine whether the Facilities shall be abandoned in place or removed at Franchisee's expense. The Director shall then notify the Franchisee of such determination. The Franchisee shall thereafter comply with the provisions of Section III, Subsection F for any remaining Facilities.
4. The rights and privileges herein granted to Franchisee are not intended in any way to limit or restrict the right and power which County now has or may hereafter have, by law, to require the removal or relocation (as identified in Section III, Subsections E and F) either underground or otherwise, of any Facilities of Franchisee within the Franchise Area, or any designated portion thereof.
5. Franchisee has the right to appeal any decision in writing; first, to the Director and if the Director rejects the appeal, the Franchisee shall have the right to appeal the Director's decision to the Board of Supervisors in accordance with the Clerk of the Board's policy and procedures and thereafter to a Court of competent jurisdiction.

G. Efficient Coordination and Removal of Graffiti

Franchisee shall be responsible to remove all graffiti from its Facilities located in the Right of Ways. Within thirty (30) days following execution of this Agreement, Franchisee, its vendor(s), and County staff shall meet and develop a protocol by and between County and Franchisee. The protocol shall: a) establish the method used by County to notify Franchisee of existence of graffiti on its Facilities located in the Right of Way via the County Graffiti Abatement System, and b) set forth the manner in which Franchisee will comply with removal/abatement of said graffiti and County enforcement policy as defined by the County Code to the extent permitted by applicable law. In event of failure to comply with said policy, County may cause the work to be performed and Franchisee shall reimburse all reasonable costs incurred by County within 30 days of receiving an invoice for such work with appropriate documentation.

H. Proactive Utility Coordination with County Departments

Upon request by County, Franchisee agrees to meet and provide County staff with the schedule of its infrastructure projects within the unincorporated areas of the County, especially those involving County Capital Improvement (CI) and Redevelopment Area (RDA) Projects, as well as other development related projects.

I. Emergency Operations Center Commitment

The Franchisee shall designate and appoint a knowledgeable representative with authority to actively participate at the County's Emergency Operation Center (EOC) when deemed necessary by the County's Director of Emergency Operations or County's designated representative during EOC system-wide drills or an actual emergency event.

J. Use of Space

As further consideration for the rights and privileges hereby granted, County shall have, and Franchisee hereby agrees to furnish to County, upon demand and without cost, use of space on Franchisee Facilities during the term of this Franchise, solely for use in placing or supporting County's official "Protective System" within the boundaries of said County. Said use shall be subject to mutually acceptable and reasonable conditions and standards.

K. Energy Efficiency

Upon request, Franchisee shall coordinate and share information with County regarding the County's potential participation in Franchisee's energy efficiency programs including programs addressing energy efficiency upgrades to County street lights. County's participation in such programs shall be subject to Franchisee's tariff rules and other rules and regulations of the CPUC and, to the extent by applicable law, the respective program's requirements.

IV. LAND USE PROVISIONS

A. Land Use/Development Coordination

Franchisee agrees to cooperate with County in all future planning efforts (including the development of master trails, general plan amendments, and the development of new roads or other County facilities). Such cooperation shall consist of Franchisee making appropriate members of Franchisee's staff available to County for consultation within a reasonable period of time of request. Franchisee will exhibit good faith coordination with the County planning and development review process and will make every effort to accommodate new facilities and roads necessary for new development, whether on County right-of way and easements or Franchisee controlled easements and property within the Franchise Area. Franchisee agrees to coordinate with any County designated scenic roadways.

B. Property Maintenance Compliance

Franchisee shall maintain its property in accordance with San Bernardino County Code Titles 1-8 to the extent not inconsistent with CPUC rules and regulations. Franchisee agrees to provide County Land Use Services–Code Enforcement with a contact phone number and responsible person for its regional maintenance offices and provide updates within twenty-four (24) hours of changes. All maintenance contractors hired by Franchisee shall maintain applicable business licenses and comply with all laws, ordinances rules, and regulations governing such work.

V. MISCELLANEOUS

A. Entire Agreement

This Agreement contains the entire understanding between the parties relating to the Franchise created herein. All prior or contemporaneous agreements, understandings, representations,

statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Only a writing signed by the parties may amend this Agreement.

B. Headings

The article and section headings and Section indexes contained in this Agreement are for reference purposes only and are not intended to govern, limit or aid the interpretation of this Agreement and shall not in any way affect the meaning of this Agreement.

C. Interpretation

Whenever the context so requires, the singular and the plural shall each be deemed to include the other, and each of the masculine, the feminine, and the neutral shall be deemed to include the others.

D. Notices

Any notice, consent, approval or other communication required or permitted relative to this Agreement shall be in writing and may be personally served, in one of the following manners; delivered by over-night courier or deposited in the United States mail, first-class, certified or registered, postage prepaid, return receipt requested, addressed to such party, or electronic transmission as available, at its address shown below. Either party may change its address for the purposes of this Section by giving written notice of such change to the other party in the manner provided in this Section.

COUNTY:

San Bernardino County
County Administrative Office
Franchise Authority
385 North Arrowhead, 4th Floor
San Bernardino, CA 92415-0120
Attn: Franchise Authority
By email (on file)

FRANCHISEE:

Bear Valley Electric, Inc.
630 E. Foothill Blvd.
San Dimas, CA 91773
Attn: Paul Marconi – President, Treasurer
& Secretary
By email (on file)

Any such notice, consent, approval or other communication shall be deemed received, in the case of electronic transmission, on the date of sending if transmitted prior to 5:00 P.M. PST or PDT, whichever is applicable on the date of transmission; in the case of overnight mail, the next business day following the date of mailing; and, in the case of regular mail, three (3) business days after the date of deposit into the United States mail.

E. Governing Law

This Agreement shall be construed under and governed by the laws of the State of California without reference to conflicts of law.

F. Waiver

No waiver by either party of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or of any subsequent breach by the other party of the same provision.

G. Time of Essence

Time is of the essence of this Agreement and of each and every provision of the same.

H. Covenant of Good Faith

In exercising their respective rights and in performing their respective obligations under this Agreement, the parties shall always act reasonably and in good faith and deal fairly with one another.

I. Reference to Days

Each reference in this Agreement to days shall be deemed a reference to calendar days.

J. Other Documents

Each party agrees to sign any other and further documents and instruments as may be reasonably necessary in order to accomplish the intent of this Agreement.

K. Venue

Any action arising under, growing out of, or in any way related to this Agreement, shall be brought only in the Superior Court of the State of California, San Bernardino County, Central District, and each party hereto expressly waives its rights (whether arising by statute or otherwise) to cause any such action or proceeding to be brought elsewhere.

L. Counterparts

If authorized by law, the Franchisee shall be entitled to manually sign and transmit this Agreement by electronic means (whether by PDF or any other email transmission) and is entitled to electronically sign and transmit this Agreement via DocuSign, Adobe Sign, or other similar digital signature software, 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.

M. Publication

The County Clerk of the Board shall cause this Ordinance to be published and posted within fifteen (15) days after its passage in three (3) public places within the County as required by law.

N. Severability

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

O. Attorney Fees and Costs

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and reasonable attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Section I, Subsection I, Representation Regarding Insurance and Indemnification.

P. Levine Act Campaign Contributions Disclosure: FRANCHISEE has disclosed to the County using Attachment "A" – LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

BEAR VALLEY ELECTRIC, INC.



(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____



ATTACHMENT A

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.

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

1. Name of Franchisee: _____
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:

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 Franchisee:

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

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 involved with this Agreement within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Franchisee made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Agreement while award of this Agreement is being considered?

No ☐ If no, please skip question 11.

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. 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 the Agreement, Franchisee certifies that the statements made herein are true and correct. Franchisee acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Agreement, while award of this Agreement is being considered and for 12 months after a final decision by the County. Franchisee understands that the other individuals and entities (excluding agents) 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 involved with this Agreement, while award of this Agreement is being considered and for 12 months after a final decision by the County.