



**Contract Number**

22-628 A1

**SAP Number**

4400019799

## San Bernardino County Flood Control District

<b>Department Contract Representative</b>	Sameh Basta
<b>Telephone Number</b>	909-387-8040
<b>Contractor</b>	L. Curti Truck & Equipment, Inc.
<b>Contractor Representative</b>	Jannette Curti
<b>Telephone Number</b>	(909) 335-3411
<b>Contract Term</b>	January 1, 2022 - June 30, 2027
<b>Original Contract Amount</b>	\$2,500,000
<b>Amendment Amount</b>	\$2,500,000
<b>Total Contract Amount</b>	\$5,000,000
<b>Cost Center</b>	1970002510

### IT IS HEREBY AGREED AS FOLLOWS:

#### Amendment No. 1 to Contract No. 22-628

San Bernardino County Flood Control District ("District") and L. Curti Truck & Equipment, Inc. ("Contractor"), hereby seek to enter into this Amendment No. 1 to amend Contract No. 22-628 as follows:

1. ADD the following paragraph as paragraph C.48 in Section C:

48. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this

agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the District.

2. ADD the following paragraph as paragraph C.49 in Section C:

#### C.49 Political Contributions

Contractor has disclosed to the District using Attachment D – Senate Bill 1439 Contractor Information Report, whether it has made any campaign contributions of more than \$250 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 Contractor's proposal to the District, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the District's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the District a written statement disclosing any campaign contribution(s) of more than \$250 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 the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

3. DELETE paragraph F.1 in Section F., "FISCAL PROVISIONS", and REPLACE it with a revised paragraph F.1., which shall now read as follows:

F.1 The maximum amount of reimbursement/payment under this Contract shall not exceed \$5,000,000. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

4. ADD the attached Attachment D – Senate Bill 1439 Contractor Information Report as referred to in Section C, paragraph C.49, and incorporated by reference.
5. All other terms and conditions of Agreement No. 22-628 shall remain unchanged.
6. This Amendment No. 1 shall take effect on the date it is last signed by both parties.
7. This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

**IN WITNESS WHEREOF**, the San Bernardino County Flood Control District and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

► *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 05 2023  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

By *Jenna Monell*  


L. Curti Truck & Equipment, Inc.

(Print or type name of corporation, company, contractor, etc.)  
B y ► *Jannette Curti*  
(Authorized signature - sign in blue ink)  
Jannette Curti  
Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title President  
(Print or Type)

Dated: OCTOBER 31, 2023

Address P.O. Box 2030  
Redlands, CA 92373

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► **SEE ATTACHED**  
Sophie A. Curtis, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
► *Andy Silao*  
Andy Silao, P.E.  
Date 11/07/2023

Reviewed/Approved by District  
► *BH*  
Brendon Biggs, Chief Flood Control Engineer  
Date 11/9/2023

IN WITNESS WHEREOF, the San Bernardino County Flood Control District and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

L. Curti Truck & Equipment, Inc.

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

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

B  
y ► Jannette Curti  
(Authorized signature - sign in blue ink)

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

Name Jannette Curti  
(Print or type name of person signing contract)

Lynna Monell  
Clerk of the Board

Title President  
(Print or Type)

By \_\_\_\_\_  
Deputy

Dated: OCTOBER 31, 2023

Address P.O. Box 2030  
Redlands, CA 92373

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► Sophie Curtis  
Sophie A. Curtis, Deputy County Counsel

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Andy Silao, P.E.

Reviewed/Approved by District  
► \_\_\_\_\_  
Brendon Biggs, Chief Flood Control Engineer

Date November 7, 2023

Date \_\_\_\_\_

Date \_\_\_\_\_

# **ATTACHMENT D**

## **Senate Bill 1439**

### **Contractor Information Report**

#### **DEFINITIONS**

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

Agent: A third-party individual or firm who 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: L. Curti Truck & Equipment, Inc.

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

JANNETTE CURTI

3. Name of agent of Contractor:

Company Name	Agent(s)
N/A	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. 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		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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	

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No  If **no**, please skip Question No. 9 and sign and date this form.

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

9. 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/County elected officer 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. 1-7 are prohibited from making campaign contributions of more than \$250 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 District.