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Legislation Details

File #:	13243		
Type:	Consent	Status:	Passed
File created:	11/7/2025	Department:	San Bernardino County Flood Control District
On agenda:	11/18/2025	Final action:	11/18/2025
Subject:	Cost Reimbursement Agreement		
Attachments:	1. ADD-CON-FCD-11-18-25-Reimbursement Agreement Rancho Etiwanda LLC v1 , 2. Item #101 Executed BAI , 3. 25-905 Executed Contract		

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**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
AND RECORD OF ACTION**

November 18, 2025

FROM

LUTHER SNOKE, Chief Executive Officer, County Administrative Office

NOEL CASTILLO, Chief Flood Control Engineer, Flood Control District

SUBJECT

Cost Reimbursement Agreement

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Flood Control District, approve Cost Reimbursement Agreement with Rancho Etiwanda, LLC, for Rancho Etiwanda, LLC to reimburse the San Bernardino County Flood Control District for any potential costs in relation to any potential petition to the San Bernardino County Committee on School District Organization to change school district boundaries that overlay 1,252.21 acres of San Bernardino County Flood Control District property, for a term of either November 18, 2025 through 90 calendar days after the complete and final resolution of the last petition filed by the San Bernardino County Flood Control District with the San Bernardino County Committee on School District Organization, or from November 18, 2025 through November 17, 2026, if no petition is filed by November 17, 2026.

(Presenter: Luther Snoke, Chief Executive Officer, 387-5425)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). Costs identified in the Cost Reimbursement Agreement associated with any potential San Bernardino County Flood Control District (District) petition to the San Bernardino County Committee on School District Organization to change school district boundaries will be paid for by Rancho Etiwanda, LLC, in accordance with the terms and conditions of the Cost Reimbursement Agreement. Rancho Etiwanda, LLC shall provide an initial \$50,000 deposit within 30 days of execution and replenish the deposit when the balance is within \$5,000 of depletion, in accordance with the Agreement.

BACKGROUND INFORMATION

On December 3, 2024 (Item No. 58), the Board of Supervisors (Board) approved Purchase and Sale Agreement No. 24-1171 with Rancho Etiwanda, LLC (Rancho Etiwanda), for 1,252.21 acres of vacant surplus land owned by the District, located within the Etiwanda Heights Neighborhood and Conservation Plan Area, in the City of Rancho Cucamonga (Property). The terms of the Purchase and Sale Agreement allow Rancho Etiwanda to acquire the Property, in phases, during a five-year term and an optional five-year extended term. Property acquisition within the first five-year term will result in total consideration of \$93,000,000 plus interest, plus the additional potential profit participation consideration of up to \$20,000,000. All proceeds from the sale of the land will be used to further express the District's purpose of protecting life and property and for water conservation. As of the date of this item, Rancho Etiwanda has not acquired the Property and District is still the record owner of the Property.

Roughly 250 acres of the 1,252.21 acres are located within the Alta Loma School District. Rancho Etiwanda has proposed to District a school district boundary change that would affect the Property and boundaries of Alta Loma School District and Etiwanda School District (Rancho Etiwanda Proposal). The potential petition for a boundary change would cover the remaining 1,000 acres of the Property, currently located within the boundaries of the Etiwanda School District. In consideration of District staff reviewing this proposal and presenting it in the future to the District Board, for the District Board's independent review and consideration, Rancho Etiwanda agrees to reimburse District for the District costs as described in this Agreement

This item will approve a Cost Reimbursement Agreement with Rancho Etiwanda for Rancho Etiwanda to reimburse the District for its costs in relation to any potential San Bernardino County Flood Control District petition to the San Bernardino County Committee on School District Organization, to change school district boundaries that overlay the Property, for a term of either November 18, 2025, through 90 calendar days after the complete and final resolution of the last petition filed by the District with the San Bernardino County Committee on School District Organization, or from November 18, 2025 through November 17, 2026, if no petition is filed by the District by November 17, 2026. District reserves the right to terminate the Agreement, for its convenience, with or without cause, with a 30-day written notice of termination to Rancho Etiwanda. In the Agreement, District agrees to have staff review Rancho Etiwanda's Proposal and present it to the Board for the Board's review and consideration. The Agreement does not commit the District to file a petition with the San Bernardino County Committee on School District Organization, nor does it commit the District to any future Board action or decision regarding a school district boundary change affecting the Property.

Under the terms of the Agreement, Rancho Etiwanda shall reimburse District, at Board's' approved external department rates, for all costs incurred by District associated with the District's costs and County departments that bill District for goods and/or services in any way related to a school district boundary change that would affect the Property during the term of this Agreement.

In addition, Rancho Etiwanda shall reimburse District for any third party goods or services, including, but not limited to, any outside counsel and/or consultant costs, and/or court costs in any way related to a school district boundary change that would affect the Property during the term of this Agreement, including, but not limited to, any court ordered costs, litigation costs and attorney fees incurred by District. Rancho Etiwanda shall provide District an initial deposit of \$50,000 within 30 days of the effective date of the Agreement. If the deposit is exhausted or within \$5,000 of being exhausted, then, upon each occurrence, Rancho Etiwanda shall make a subsequent deposit with District, each in the amount of \$50,000. Costs will be charged against the deposit.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Scott Runyan, Principal Assistant County Counsel, 387-5455) on October 24, 2025; and County Finance and Administration (Kathleen Gonzalez, 387-5412; Erika Rodarte, 387-4919; and Eduardo Mora, 387-4376; Administrative Analysts) on October 30, 2025.

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