

AGREEMENT NUMBER 23-130	AM. NO. 2
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-6002748	

THIS AGREEMENT is entered into this 27th day of May, 2026 in the State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME County of San Bernardino	

The State Coastal Conservancy (“the Conservancy”) and the County of San Bernardino (“the grantee”) agree to amend their Agreement No. 23-130 as follows:

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement. This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) County of San Bernardino
BY (Authorized Signature) <i>Amy Hutzel</i>	BY (Authorized Signature) <i>Dawn Rowe</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Dawn Rowe, Chair, San Bernardino County Board of Supervisors
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 268 West Hospitality Lane, Suite 303 San Bernardino, CA 92408 Phone: (909) 387-2340

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY	FUND TITLE/PROP NO.			
		FUND ITEM	CHAPTER	STATUTE	FISCALYEAR
\$-0-	Local Assistance/Other Local Assistance	General Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT					
\$6,800,000.00	3760-601-0001(a)	= \$2,687,200.00	249	2022	22/23
	3760-101-0001(F)	= \$4,112,800.00	21	2021	21/22
TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT NAME				
\$6,800,000.00	Santa Ana River Trail San Bernardino Reach IV-A				

I certify that this agreement is exempt from Department of General Services' approval.

Erika Gomez

Erika Gomez
Procurement and Contracts Manager

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

NAME AND SIGNATURE OF ACCOUNTING OFFICER Roselin Devi <i>Roselin Devi</i>	DATE 5/27/2026
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COSTS AND DISBURSEMENTS

Section VIII. COSTS AND DISBURSEMENTS is amended as follows:

The second paragraph is deleted and replaced with the following:

The Conservancy shall disburse funds for costs incurred to date, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly.

The following heading and text is added to the end of this section:

Advance Payment

Request for Advanced Funds

The Conservancy may elect to disburse a portion of the funds to the grantee before the grantee has incurred costs and expenses that qualify for payment under this agreement ("advanced funds"). To obtain advanced funds, the grantee shall submit the Conservancy's Request for Disbursement form, with all the first page information filled out and the word "Advance" written by grantee on the first line of the Task section along with the total budgeted grant amount, amounts disbursed to date, advance payment request, and remaining balance if the request is approved. Page 2 should be left blank, and no attachments are needed.

Deposit and Tracking Advanced Funds

Grantee shall hold the advanced funds in a federally-insured, interest-bearing account for which deposits, including interest, and withdrawals will be tracked ("advance payment account"). The grantee shall hold the advanced funds in the advance payment account until expenditure, and the grantee must minimize time in between receipt and expenditure of advanced funds. The grantee shall ensure the advance payment account is in the grantee's name, and not in the name of any of its directors or officers. All interest earned by funds in the advance payment account is deemed advanced funds subject to the terms of this agreement. The grantee shall spend advanced funds solely on eligible project costs and expenses consistent with the work program. The grantee shall maintain records and receipts that demonstrate how advanced funds were spent.

Documentation of Use of Advanced Funds

No more than monthly and no less than quarterly, the grantee shall submit a completed "Documentation of Advanced Funds" (DAF) to the Conservancy for review and

approval, using the form provided by the Conservancy. The grantee shall attach to the DAF the invoices, receipts, a progress report for advanced funds spent, and other backup documentation that demonstrate use of the advanced funds. If the Conservancy finds that advanced funds were used for ineligible costs or expenses, it will notify the grantee in writing that it has disapproved the DAF, and the grantee shall submit a revised DAF.

The grantee's failure to provide a completed DAF at least quarterly or failure to revise and resubmit a disapproved DAF will constitute a material breach of this agreement.

Unused Advanced Funds

If upon project completion, the grantee has any unused advanced funds, the grantee shall repay those funds to the Conservancy. The term "unused advanced funds" means the amount that is equal to the difference between the total amount of funds disbursed as advanced funds and the total amount of funds documented in DAFs approved by the Conservancy. The grantee shall repay all unused advanced funds within 15 days of completion of the project.

All other terms and conditions of the existing agreement shall remain in effect.