

COVER PAGE
MEMORANDUM OF UNDERSTANDING
AMENDMENT NO. 1
No. M-045-25

SCAG Overall Work Program (OWP) No: 305.4925.01

MOU No: M-045-25

MOU Execution Date: 5/15/25

Agency Contact: Vladimir Reyes

Sub-Recipient Name: San Bernardino County

Sub-Recipient's UEI No: PNJMSCHTMVF7

MOU Amount: \$6,508,000.00

Subaward Period of Performance Start Date: Effective Date of this MOU

Subaward Period of Performance End Date: December 31, 2026

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project Title: San Bernardino County REAP 2.0 Regional Utilities Supporting Housing Program Grant – Capital Projects

Project Description: San Bernardino County will utilize REAP 2.0 funding for a project that provides investments in utility infrastructure planning and capital improvements that will support jurisdictions in meeting the housing production goals defined in the 6th cycle RHNA, housing elements and REAP 2.0 Program objectives.

**AMENDMENT NO. 1
TO
MEMORANDUM OF UNDERSTANDING
No. M-045-25**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND SAN BERNARDINO COUNTY FOR REAP 2.0 REGIONAL UTILITIES
SUPPORTING HOUSING PROGRAM GRANT
(SCAG Project/OWP No. 305-4925.01)**

This Amendment No. 1 (“Amendment”) to the underlying Memorandum of Understanding No. M-045-25 (“MOU”) is by and between the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** (“SCAG”) and the **SAN BERNARDINO COUNTY**, subsequently herein referred to as the “Sub-Recipient,” for the **Regional Utilities Supporting Housing (“RUSH”) Program Grant** (“Project”) under the REAP 2.0 funding (“Program”). SCAG and the Sub-Recipient are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS

WHEREAS, the Parties entered into the MOU dated May 15, 2025, and

WHEREAS, SECTION 11 of the MOU permits the Parties to amend the MOU through written amendment; and

WHEREAS, the purpose of Amendment No. 1 (“Amendment 1”) is to amend the Completion Date, expenditure date and final invoice submission date.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Section 2 (Term) is amended to read:

The term of this MOU shall begin on the Effective Date and continue until December 31, 2026, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

2. Section 6 (Invoices) sub-sections (a – h) are amended to read:

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project’s budget set forth in this MOU and the most current fully executed SOW Approval Form. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB) and copy the SCAG Project

Manager. All invoices submitted to SCAG for the Project shall reference the OWP Project Number (OWP No. 305-4925.01).

- b. By the twenty-first day following the start of a new quarter (i.e., January 21, April 21, July 21), Sub-Recipient shall submit an invoice to SCAG using the electronic “Invoice Template” in accordance with the invoice submittal instructions and requirements noted in Exhibit C. Invoices must be submitted in both PDF format and Excel file format. Invoices shall contain a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated, by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the Sub-Recipient. The Sub-Recipient must also submit a project status progress report by the twenty-first day of the month in which the hours were incurred. Both progress reports shall include, in narrative form, a description of services performed by Sub-Recipient’s staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review invoices for compliance with this MOU. If SCAG determines that an invoice is compliant with this MOU, SCAG shall approve the invoice and issue payment to the Sub-Recipient. If SCAG determines that an invoice is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the Sub-Recipient.
- c. SCAG shall reimburse Sub-Recipient as promptly as SCAG’s fiscal procedures permit, using Electronic Fund Transfer, available at: [ACH Vendor Payment Authorization Form](#), upon receipt of itemized invoices submitted in accordance with this MOU. Sub-Recipient shall complete the ACH Vendor Payment Authorization Form and email it to ACHpayment@scag.ca.gov, prior to executing this MOU.
- d. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- e. Travel expenses and per diem rates are not to exceed the rates and policies specified by the State of California Department of Human Resources, which can be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- f. The Parties acknowledge that SCAG’s fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than

July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice for costs incurred prior to the end of the fiscal year received after such date.

- g. Sub-Recipient shall submit its final invoice to SCAG within ninety (90) days of the completion of the Project, but no later than February 28, 2027, as provided by Section 6(f). If the project is finished in advance of the expenditure deadline, the final invoice must also be submitted within ninety (90) days after all Grant Funds have been expended, but no later than February 28, 2027. SCAG shall not be obligated to pay- Sub Recipient for any invoice received after such date.
- h. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

In all other respects, the terms and conditions of the MOU, as amended, shall remain in full force and effect.

[Signatures on Following Page]

**SIGNATURE PAGE TO
AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING NO.
M-045-25**

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the dates indicated below:

SAN BERNARDINO COUNTY

By: _____ Date _____
Noel Castillo
Director of the Department of Public Works

APPROVED AS TO FORM:

By: _____ Date _____
Julie Surber
Principal Assistant County Counsel

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

By: _____ Date _____
Cindy Giraldo
Chief Financial Officer

APPROVED AS TO FORM:

By: _____ Date _____
Richard Lam
Senior Deputy Legal Counsel