

AMENDMENT NO. 2 TO
MEMORANDUM OF UNDERSTANDING NO. 23-1002896
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
SAN BERNARDINO COUNTY
FOR
DELIVERY OF THE SMART COUNTY MASTER PLAN

THIS AMENDMENT No. 2 to the Memorandum of Understanding No. 23-1002896 (“MOU”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and San Bernardino County (“COUNTY”). SBCTA and COUNTY may be referred to individually herein as a “Party” and collectively “Parties”.

WHEREAS, on December 13, 2022, the Parties entered into the MOU which provided for SBCTA to be the lead agency to study, complete, and deliver the Smart County Master Plan (Project) and for the COUNTY to provide up to \$1,000,000 toward completion of the Project;

WHEREAS, on April 29, 2025, the Parties approved Amendment No. 1 to the MOU which extended the term of the MOU through December 31, 2026 and obligated SBCTA to utilize the \$226,530 remaining Project balance to perform the additional Scope of Work in MOU “EXHIBIT A” consisting of the Consolidated Fire Agencies Computer Aided Dispatch to Computer Aided Dispatch and Remote Connectivity Concept for Emergency Communications tasks (“Amendment No. 1”);

WHEREAS, SBCTA encountered unexpected delays and costs in working to secure a subconsultant to implement the MOU’s additional Scope of Work in “EXHIBIT A”; and

WHEREAS, the Parties desire to reduce the total budget for the MOU’s Scope of Work in “EXHIBIT A” by reducing the budget for Task 1 in the Scope of Work from \$176,530 to \$168,350, resulting in a total balance of \$218,350 to complete the entire Scope of Work in “EXHIBIT A”.

NOW, THEREFORE, Parties agree to amend MOU as follows:

1. The budget for Task 1 in the MOU’s EXHIBIT “A” Scope of Work is reduced from \$176,530 to \$168,350, and the total budget for implementation of the MOU’s EXHIBIT “A” Scope of Work is thereby reduced from \$226,530 to \$218,350.

2. Except as amended by this Amendment No. 2, all other provisions of the MOU, as originally amended by Amendment No. 1, shall remain in full force and effect.
3. This Amendment No. 2 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 No. 2. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 2 (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party provided an electronic signature agrees to promptly execute and deliver to the other Party an original signed Amendment No. 2 upon request.

IN WITNESS WHEREOF, this Amendment No. 2 to the MOU has been executed by the Parties hereto and is effective on the date signed by San Bernardino County.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Carolyn Schindler
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Iain MacMillan
Assistant General Counsel

SAN BERNARDINO COUNTY

By: _____
Dawn Rowe
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:

By: _____
Julie Surber, Principal Assistant
County Counsel