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Contract Number

15-278 A-3

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Sameh Basta Deputy Director, Operations
Telephone Number	(909) 387-8040
Contractor	San Bernardino County, Land Use Services Department, Code Enforcement Division
Contractor Representative	
Telephone Number	
Contract Term	June 2, 2015 – June 30, 2031
Original Contract Amount	\$3,400,000
Amendment Amount	\$2,000,000
Total Contract Amount	\$5,400,000
Cost Center	1970002510
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3 TO MEMORANDUM OF UNDERSTANDING

WHEREAS, the San Bernardino County Flood Control District (DISTRICT), and the San Bernardino County, through its Land Use Services Department, Code Enforcement Division, (CODE), entered into a Memorandum of Understanding, Agreement No. 15-278, on June 2, 2015, hereinafter "the Agreement," under which CODE would enforce DISTRICT's trespass and parking ordinances in the six District zones and adjacent roads; and

WHEREAS, on June 12, 2018 (Item No. 115), the Board of Supervisors approved Amendment No. 1 to the Agreement which extended the term of the existing Agreement between the DISTRICT and CODE by three years, for a total contract period of June 2, 2015 to June 30, 2021, and increased the amount of compensation paid by the DISTRICT to CODE for such services to \$350,000 per year, for a total increase of \$1,050,000; and

WHEREAS, on March 9, 2021 (Item No. 56), the Board of Supervisors approved Amendment No. 2 to the Agreement which extended the term of the existing Agreement between the DISTRICT and CODE by five years, for a total contract period of June 2, 2015 to June 30, 2026, and the amount of compensation paid by the DISTRICT to CODE for such services at \$350,000 per year, for a total increase of \$1,750,000; and

WHEREAS, since the execution of Amendment No. 2, on June 28, 2022 (Item No. 120), the Board of Supervisors repealed DISTRICT Ordinance No. 12-02, which is referenced in the Agreement, and replaced Ordinance No. 12-02 with Ordinance No. 22-02; and

WHEREAS, the amended Agreement expires June 30, 2026, but, pursuant to Section 7 of the Agreement, may be modified in a writing signed by both parties; and

WHEREAS, DISTRICT and CODE desire to extend the term of the Agreement for five years, as well as increase the contract amount by a not-to-exceed annual amount of \$400,000, for a total increase of \$2,000,000, and update the Ordinance referenced therein to Ordinance No. 22-02; and

NOW THEREFORE, DISTRICT and CODE mutually agree to the following terms and conditions:

1. The Parties agree to modify the Agreement as follows:

a. DELETE Section 3(3) and REPLACE it with a new Section 3(3) as follows:

3(3) The total amount of DISTRICT payments for services provided under this Agreement shall not exceed \$400,000 per fiscal year, cumulatively \$5,400,000, unless mutually agreed upon by written amendment executed by both parties.

b. DELETE Section 4 and REPLACE it with a new Section 4 as follows:

4.0 This Agreement shall remain in effect from June 2, 2015, through June 30, 2031, or until terminated pursuant to this Section, whichever occurs first.

Either party may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

c. DELETE all references to San Bernardino County Flood Control District Ordinance No. 12-02 and replace them with San Bernardino County Flood Control Ordinance No. 22-02.

2. Unless modified herein, all other terms and conditions of the amended Agreement shall remain unchanged.

3. In the event of a conflict between this Amendment No. 3 and the amended Agreement, this Amendment No. 3 shall take precedence, then Amendment No. 2, then Amendment No. 1, then the underlying Agreement.

4. The Parties agree that this Amendment No. 3 may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Amendment No. 3 is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Amendment No. 3. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 3 (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 No. 3 upon request.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed by their duly authorized representatives as set forth below.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

► *Dawn Rowe*
Dawn Rowe, Chair

Dated: APR 21 2026
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *[Signature]*

Lynna Monell
Clerk of the Board

SAN BERNARDINO COUNTY

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

Dated: APR 21 2026
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *[Signature]*

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

FOR COUNTY USE ONLY

Approved as to Legal Form
► *Aaron Gest*
Aaron Gest, Deputy County Counsel
Date 4/10/26

Reviewed for Contract Compliance
► *Andy Silao*
Andy Silao, P.E.
Date 4/14/2026

Reviewed/Approved by District
► *[Signature]*
Noel Castillo, Chief Flood Control Engineer
Date 4/14/26