

**FOURTH AMENDMENT  
TO  
AMENDED MEMORANDUM OF AGREEMENT  
BETWEEN  
SAN BERNARDINO COUNTY  
AND  
THE U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT**

This Fourth Amendment to the Amended Memorandum of Agreement (“FOURTH AMENDMENT”), made on the date of the signature of the last party to this FOURTH AMENDMENT, is entered into by and among the San Bernardino County (hereinafter the “County”), formerly known as County of San Bernardino, and the United States Army Corps of Engineers, Los Angeles District (hereinafter the “Corps”), collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the Parties entered into an Amended Memorandum of Agreement (“MOA”), effective May 11, 2007, for expedited and priority review of County-designated priority projects by the Corps; and

WHEREAS, the Parties entered into a First Amendment to the MOA, effective May 7, 2010, a Second Amendment to the MOA, effective April 7, 2015, and a Third Amendment to the MOA, effective August 6, 2019 to extend the duration of the MOA and to revise the terms and conditions of the MOA; and

WHEREAS, the County has deposited \$1,447,000 with the Corps pursuant to the MOA, and approximately \$1,218,852 has been expended under the MOA, leaving a balance of \$175,778 in available funds as of May 23, 2025; and

WHEREAS, the Parties desire to further amend the MOA to extend the duration of the MOA from September 30, 2025 to September 30, 2030, and to further revise the terms and conditions of the MOA.

NOW, THEREFORE, the Parties agree as follows:

## FOURTH AMENDMENT

1. Article VI. – FUNDING. This Article is replaced in its entirety to read:

“Article VI. – FUNDING.

A. It is anticipated that additional funds are needed beginning September 30, 2025 to fund all work anticipated under this MOA through September 30, 2030. The total amount payable by the County under this MOA, including the \$1,447,000 in previous deposit amounts made by the County to the Corps, shall not exceed \$2,082,000 without a written amendment to the MOA approved by the Parties pursuant to Article XI.A.

B. No later than July 1, 2026, and July 1 of each subsequent year that this MOA remains in effect, the Corps will provide the County with an anticipated cost invoice (“Invoice”) that provides a budget estimate of costs for the upcoming Federal fiscal year, including any proposed changes in the level of staffing. Revisions agreed to by the Parties will be incorporated into a revised budget estimate. The County’s Director of Public Works may exercise the County’s rights under this Paragraph. Invoices shall be submitted by the Corps to:

San Bernardino County  
Department of Public Works  
Administrative Services Division #201  
825 E. Third Street  
San Bernardino, CA 92415-0835

C. Prior to the Corps incurring any expenditure to expedite permit evaluation-related activities as specified in this MOA, and upon receipt of the Corps’ Invoice(s), the County will make an annual lump sum payment, in advance, of the total amount specified in the Invoice(s), in accordance with normal County payment procedures. The County’s Director of Public Works may authorize lump sum payments under this MOA up to the total not-to-exceed amount identified in Paragraph A of this Article.

D. Expediting of permit evaluation related activities as specified in this MOA will be undertaken by the Corps only after funds have been transferred to the Corps. Payments by the County are to be made payable to the “USAED Los Angeles, FAO” and will be sent to the following address:

U.S. Army Corps of Engineers, Finance Center  
ATTN: EROC: L1  
5722 Integrity Drive  
Millington, TN 38054

E. The Corps will carry-over any unobligated funds from year to year until such time as the MOA is terminated pursuant to Article XI.B or expires, at which time the Corps shall refund any excess unobligated funds to the County.

F. If the Corps' actual costs for providing the agreed upon level of service will at any time during the term of this MOA exceed the amount of funds available, the Corps will notify the County at least ninety (90) calendar days prior to fund exhaustion of the incremental amount of funds needed to defray the remaining anticipated costs. The County will increase the funding amount, agree to a reduced level of service, or exercise its right to terminate the MOA under Article XI.B."

2. Article XII. EFFECTIVE DATE AND DURATION. This Article is replaced in its entirety to read:

"Article XII - EFFECTIVE DATE AND DURATION

This MOA and any amendments will become effective on the date of signature by the last party. Unless amended or modified pursuant to Article XI.A., this MOA shall remain in force and effect until whichever of these events occurs first: 1) September 30, 2030; or 2) the MOA is terminated pursuant to Article XI.B."

3. Integration. This FOURTH AMENDMENT represents the entire understanding of the Parties regarding the changes to the MOA. All other terms and conditions of the MOA and the First and Second and Third Amendments remain in full force and effect.

4. Recitals. The recitals of this FOURTH AMENDMENT are incorporated into the MOA by this reference.

5. Conflicts. In the event there is any conflict between the provisions of the MOA, First Amendment, Second Amendment, Third Amendment, and FOURTH AMENDMENT, the provisions of this FOURTH AMENDMENT shall prevail.

6. Counterparts. This FOURTH AMENDMENT may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single executed agreement.

Signatures Follow on Next Page

IN WITNESS WHEREOF, the FOURTH AMENDMENT is executed by the County of San Bernardino, pursuant to Board action authorizing such execution, and by the Los Angeles District U.S. Army Corps of Engineers, through its authorized officer.

SAN BERNARDINO COUNTY

\_\_\_\_\_, 2025 By: \_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

U.S. ARMY CORPS OF ENGINEERS,  
LOS ANGELES DISTRICT

\_\_\_\_\_, 2025 By: \_\_\_\_\_  
ANDREW J. BAKER  
Colonel, U.S. Army  
Commanding

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell, Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

Approved as to Legal Form:  
Tom Bunton, County Counsel

By: \_\_\_\_\_  
Aaron Gest, Deputy County Counsel

Dated: \_\_\_\_\_