

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
24-328-A2

SAP Number

REGIONAL PARKS DEPARTMENT

Department Contract Representative	<u>Beahta R. Davis</u>
Telephone Number	<u>909-387-2340</u>
Contractor	<u>State Coastal Conservancy</u>
Contractor Representative	<u>Amy Hutzal</u>
Telephone Number	<u>510-286-1015</u>
Contract Term	<u>April 23, 2024 – January 31, 2048</u>
Original Contract Amount	<u>\$6,800,000</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$6,800,000</u>
Cost Center	<u>6520002702</u>
Grant Number (if applicable)	<u>23-130</u>

Briefly describe the general nature of the contract:

This Amendment to the Agreement with the State Coastal Conservancy does not increase the amount of the grant or change the term. The Amendment allows the County to receive advanced funding.

FOR COUNTY USE ONLY

Approved as to Legal Form by:

Suzanne Bryant
Suzanne Bryant, Deputy County Counsel

Date 5/29/2026

Reviewed for Contract Compliance

Fox, Valeda, Staff Analyst II

Date _____

Reviewed/Approved by Department

Beahta R. Davis, Director, Regional Parks Department

Date _____

GRANT AGREEMENT

Grant - Rev 11/20

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

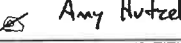
THIS AGREEMENT is entered into this 27th day of May, 2026 in the
State of California, by and between:

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)  Amy Hutzel		BY (Authorized Signature)  Dawn Rowe JUN 09 2026			
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, 10th 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 \$-0-	PROGRAM/CATEGORY Local Assistance/Other Local Assistance	FUND TITLE/PROP NO. General Fund			I certify that this agreement is exempt from Department of General Services' approval.  Erika Gomez Procurement and Contracts Manager
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$6,800,000.00	FUND ITEM 3760-601-0001(a) = \$2,687,200.00 3760-101-0001(F) = \$4,112,800.00	CHAPTER 249 21	STATUTE 2022 2021	FISCAL YEAR 22/23 21/22	
TOTAL AMOUNT ENCUMBERED TO DATE \$6,800,000.00	PROJECT NAME Santa Ana River Trail San Bernardino Reach IV-A				
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 		DATE 5/27/2026			

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD.
LYNNA MONELLE
Clerk of the Board of Supervisors
of San Bernardino County
By _____
Deputy



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.