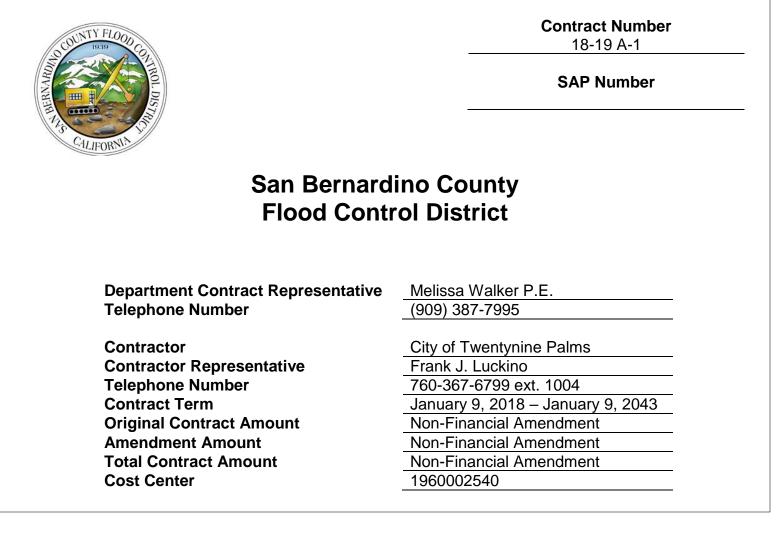
THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



IT IS HEREBY AGREED AS FOLLOWS:

MEMORANDUM OF UNDERSTANDING – AMENDMENT NO. 1

WHEREAS, the San Bernardino County Flood Control District (DISTRICT) and the City of Twentynine Palms (CITY) entered into a Memorandum of Understanding (MOU), Contract No. 18-19, on January 9, 2018, for the construction of a recreational multi-use community trail system (TRAIL) along the DISTRICT's facilities, as well as to establish each party's rights, responsibilities, and liabilities, and

WHEREAS, the CITY is in the process of obtaining funding for the TRAIL, and a requirement for the funding disbursement is that the term of the CITY's MOU with the DISTRICT should be extended to expire in 2043, and

WHEREAS, the **DISTRICT** seeks to assist the **CITY** in obtaining such funding and has agreed to extend the expiration of the MOU from 2038 to 2043.

NOW, THEREFORE, IT IS UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:

- 1. Section 2(a) of the **MOU** is hereby deleted and replaced with the following:
 - a) The initial term of the **MOU** shall be for twenty-five (25) years and shall commence on the date this agreement is approved by the San Bernardino County Flood Control District Board of Supervisors. The initial term may be

extended by the mutual written agreement of the parties for successive five (5) year terms at the end of the initial term and each extended term.

- 2. The Parties agree that this Amendment No. 1 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. 1 is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Amendment No. 1. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (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. 1 upon request.
- 3. Unless amended as set forth herein, all terms and conditions of the **MOU**, as previously amended, shall remain unchanged and in full force and effect.
- 4. This Amendment No. 1 shall take effect on the date it is signed by both Parties.

WITNESS WHEREOF, this Amendment No. 1 has been fully executed on behalf of DISTRICT and CITY by their duly authorized representatives.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

►		By 🕨	
Curt Hagman, Board Chairman			(Authorized signature - sign in blue ink)
Dated: SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE		Name	(Print or type name of person signing contract)
CHAIRMAN OF THE BOARD		Title	(Print or Type)
Lynna Monell, Clerk of the Board			(Print or Type)
By Deputy		Dated:	
		Address	
FOR COUNTY USE ONLY			
Approved as to Legal Form	Reviewed for Contract Compliance		Reviewed/Approved by District
Sophie A. Akins, Deputy County Counsel	Andy Silao, P.E., Chief – Contracts		Brendon Biggs, Chief Flood Control Engineer
Date	Date		Date

Revised 7/15/19

Date _____

(Print or type name of corporation, company, contractor, etc.)