

SECOND AMENDMENT TO  
FUNDING AGREEMENT

This Second Amendment to Funding Agreement ("SECOND AMENDMENT"), dated as of \_\_\_\_\_, is entered by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the City of Temecula, a municipal corporation ("CITY"), sometimes collectively referred to as the "Parties".

RECITALS

A. DISTRICT and CITY previously entered into that certain Funding Agreement ("ORIGINAL AGREEMENT"), dated May 11, 2020 for the provision by CITY of removal of trash, debris, biological material, abandoned personal property and other similar material from DISTRICT's real property that is located in the City of Temecula.

B. That certain First Amendment to ORIGINAL AGREEMENT ("FIRST AMENDMENT"), effective June 30, 2020, was entered into between DISTRICT and CITY whereby the term period was extended.

C. The ORIGINAL AGREEMENT, FIRST AMENDMENT together with this SECOND AMENDMENT are collectively referred to herein as the "Agreement".

D. The Parties now desire to amend the Agreement to extend the term period.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. General. Section 9.A. of the Agreement is hereby amended to add a new subsection ii. by adding the following:

ii. The term of this Agreement shall be extended for one (1) year commencing at 12:00 midnight Pacific Time on July 1, 2021 and shall terminate at 11:59 p.m. Pacific Time on June 30, 2022, unless sooner terminated.

2. The provisions of this SECOND AMENDMENT shall prevail over any inconsistent or conflicting provisions of the Agreement as heretofore amended and shall supplement the remaining provisions thereof.

3. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. If any provisions of this SECOND AMENDMENT or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or CITY.

4. This SECOND AMENDMENT to Agreement shall not be binding or consummated until it is fully executed by the Parties.

5. This SECOND AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

[Signature Provisions on Following Page]

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IN WITNESS WHEREOF, the Parties hereto have executed this SECOND AMENDMENT on

\_\_\_\_\_  
(to be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

Second Amendment to Funding Agreement with the City of Temecula  
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BB:blm

**IN WITNESS WHEREOF**, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

**CITY OF TEMECULA**

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AARON ADAMS  
City Manager

ATTEST:

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RANDI JOHL  
City Clerk

Approved as to Form:

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PETER M. THORSON  
City Attorney

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