



Contract Number

22-898 A-1

SAP Number

ARPA21-PRJC-012-COL

County Administrative Office

Department Contract Representative	Matthew Erickson, County Chief Financial Officer
Telephone Number	(909) 387-5423
Contractor	City of Colton DUNS No. 071000000 UEI No. DTDWM2FKR5L8
Contractor Representative	Debra Farrar, Director
Telephone Number	(909) 370-6157
Contract Term	July 1, 2022 through December 31, 2026
Original Contract Amount	Based on actual project costs not to exceed \$1,890,594
Amendment Amount	
Total Contract Amount	Based on actual project costs not to exceed \$1,890,594
Cost Center	1100951078
Internal Order (If Applicable)	1012331

AMENDMENT NO. 1 TO CONTRACT BETWEEN SAN BERNARDINO COUNTY AND THE CITY OF COLTON RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

WHEREAS, on September 7, 2022 the San Bernardino County (County) Chief Executive Officer executed a Contract 22-898 (Contract) with the City of Colton (City or Contractor) to transfer funds from American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CLFRF), Assistance Listing Number: 21.027/Federal Assistance Identification Number: SLFRP-0154, in the not-to-exceed amount of \$1,890,594 for expenditures identified in Exhibit "A" of the Contract; and

WHEREAS, on September 27, 2022 (Item No. 26), the Board of Supervisor (Board) ratified approval of the Contract with the Contractor to fund the projected expenditures identified in Exhibit "A" of the Contract regarding the Elizabeth Davis Park Improvements project; and

WHEREAS, County and Contractor desire to amend the ARPA CLFRF obligation deadline from June 30, 2024 to December 30, 2025; and

WHEREAS, County and Contractor agree to amend the Contract, including the terms and conditions included in Exhibit "A" as stated below.

OPERATIVE PROVISIONS OF AMENDMENT NO. 1

NOW, THEREFORE, County and Contractor mutually agree as follows:

Effective September 23, 2025, Contract No. 22-898 is hereby amended as follows:

1. Replace Section 1.B of the Contract in its entirety with the following:

1. THE ARPA CLFRF

B. Contractor certifies that the use of funds that will be submitted for reimbursement from the CLFRF under Paragraph 1.A. and Exhibit "A-1" of this Contract will be used only to cover those costs that: i) are related to public health or negative economic impact eligible use; and ii) were incurred during the period that begins July 1, 2022, and will end December 30, 2025. For purposes of this Contract and pursuant to federal guidance, expended or obligated costs are costs incurred by Contractor during the time period referenced above that are allowable for reimbursement. Any cost obligated by Contractor as of December 30, 2025, must be expended by December 31, 2026, to meet the eligible costs timeframe as defined by the United States Department of the Treasury.

2. Replace Section 4 of the Contract in its entirety with the following:

4. TERM OF CONTRACT

This Contract is effective as of July 1, 2022 (Effective Date), requires all incurred obligations by December 30, 2025, and expires on December 31, 2026, but may be terminated earlier in accordance with the provisions of this Contract.

3. Replace Exhibit "A" with Exhibit "A-1" that includes the following: "Not-to-exceed amount of expenditures described in 1 above, obligated during the period of July 1, 2022 and December 30, 2025 and expended on or before December 31, 2026 is \$1,890,594."
4. This Amendment No. 1 (Amendment) to Contract No. 22-898 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 upon request.
5. All other terms and conditions of the Contract, as amended, shall remain in full force and effect as written.

SAN BERNARDINO COUNTY

City of Colton

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

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

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
San Bernardino County

By _____
Deputy

By ►

(Authorized signature - sign in blue ink)

Name Debra Farrar

(Print or type name of person signing contract)

Title Director

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Julie Surber, Principal Asst. County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____

EXHIBIT A-1 – SCOPE OF EXPENDITURES

APPLIES TO AGREEMENT 22-898 (ARPA21-PRJC-012-COL) BETWEEN SAN BERNARDINO COUNTY AND THE CITY OF COLTON RELATED TO THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND FOR LOCAL GOVERNMENTS

1. The following is the mutually agreed upon scope of expenditures to be funded by the American Rescue Plan Act of 2021 (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF) received by San Bernardino County:

Elizabeth Davis Park Improvements. The project will include rehabilitating and improving the existing park amenities which would include but are not limited to: upgraded restrooms, new scoreboards, water fountains, trash receptacles, graffiti management, a dog park, parking lot, new park amenities (benches/tables/fixtures), surface improvement to tennis courts, Americans with Disabilities Act compliance and security cameras and lighting.

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **July 1, 2022** and **December 30, 2025** and expended on or before **December 31, 2026** is \$1,890,594.
3. The following is the list of projected expenditures that will be funded by the CLFRF for the scope identified in 1, above:

Expenditure Type (e.g., Payroll)	Projected Expenditures*
Project Management (design and construction)	\$250,000
Design Consultant contract (P S and E)	\$100,000
Construction Contract	\$1,540,594
Total Expenditure	\$1,890,594

*Note: Projected expenditures may differ from the actual costs but a total amount of expenditure shall not exceed the amount as specified in Section 2, above.

4. The Contractor is responsible for ensuring that any procurement using CLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at Title 2 C.F.R. Sections 200.317 - 200.327, as applicable. The Uniform Guidance establishes in Title 2 C.F.R. Section 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in Title 2 C.F.R. Section 200.320. If the full and open procurement is not applicable, provide a reason for its exemption:

No Exemption Identified