



**Contract Number**  
24-110 A1

**SAP Number**  
ARPA21-PRJC-026-BAR

## County Administrative Office

<b>Department Contract Representative</b>	Matthew Erickson, County Chief Financial Officer
<b>Telephone Number</b>	(909) 387-5423
<b>Contractor</b>	City of Barstow UEI NO. YEHTUUVLGDUQ3
<b>Contractor Representative</b>	Fidel Martinez
<b>Telephone Number</b>	(760) 255-5159
<b>Contract Term</b>	December 1, 2023 through December 31, 2026
<b>Original Contract Amount</b>	Based on actual project costs not to exceed \$400,000
<b>Amendment Amount</b>	\$46,672
<b>Total Contract Amount</b>	Based on actual project costs not to exceed \$446,672
<b>Cost Center</b>	1100911078/1100931078
<b>Internal Order (If Applicable)</b>	1013262/1013269

### CONTRACT BETWEEN SAN BERNARDINO COUNTY AND CITY OF BARSTOW RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

**WHEREAS**, on January 4, 2024, the San Bernardino County (County) Chief Executive Officer executed a Contract 24-110 (Contract) with the City of Barstow (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 \$400,000 for expenditures identified in Exhibit "A" of the Contract; and

**WHEREAS**, on January 23, 2024 (Item No. 26), the Board of Supervisor (Board) ratified approval of the Contract with the City to fund the projected expenditures identified in Exhibit "A" of the Contract regarding the City's Barstow Cemetery Restroom Construction Project; and

**WHEREAS**, County and City desire to increase the not-to-exceed Contract amount from \$400,000 to \$446,672, and amend the scope of expenditures originally identified in Exhibit "A"; and

**WHEREAS**, County and City 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 City mutually agree as follows:

Effective September 24, 2024, Contract No. 24-110 is hereby amended as follows:

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

### **1. THE ARPA CLFRF**

**A.** This Contract applies to the following ARPA CLFRF transfers:

The transfer by the County of an amount not to exceed \$446,672 to Contractor on a reimbursement basis for expenditures identified in Exhibit "A-1". Exhibit "A-1" is attached hereto and incorporated herein by this reference. County acknowledges and agrees that Contractor will be administering the transfer of funds for the expenditures identified in Exhibit "A-1" by separate contracts. Contractor shall provide the County quarterly reports of actual cash expenditures to date under this Contract, and estimated cash expenditures through December 31<sup>st</sup> of each year. County, through its Chief Executive Officer (CEO), in the CEO's sole discretion, reserves the right to reduce the transfer amount identified in this Contract with fifteen (15) days advance written notice provided to Contractor. The reduction would be based: A) on Contractor's estimated cash expenditures through December 31<sup>st</sup> of each year; B) a later determination by the United States Department of the Treasury, or County, that the costs identified in this Contract are ineligible for ARPA CLFRF; or C) a determination by CEO the funds should be utilized in a different manner.

2. 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 January 1, 2022 and December 31, 2024 and expended on or before December 31, 2026 is \$446,672.", and the list of projected expenditures.
3. This Amendment No. 1 (Amendment) to Contract No. 24-110 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.
4. All other terms and conditions of the Contract, as amended, shall remain in full force and effect as written.


SAN BERNARDINO COUNTY

► Dawn Rowe  
Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 24 2024

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

By Lynna Monell  
Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County  
Deputy



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

By ► [Signature]  
(Authorized signature - sign in blue ink)

Name Andrew Espinoza  
(Print or type name of person signing contract)

Title City Manager  
(Print or Type)

Dated: 8/15/2024

Address 220 E. Mountain View Street  
Barstow, CA 92311

FOR COUNTY USE ONLY

Approved as to Legal Form

► Julie Surber  
Julie Surber, Principal Asst. County Counsel  
Date 8/20/24

Reviewed for Contract Compliance

► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Date \_\_\_\_\_

## EXHIBIT A-1 – SCOPE OF EXPENDITURES

### APPLIES TO AGREEMENT 24-110 (ARPA21-PRJC-026-BAR) BETWEEN SAN BERNARDINO COUNTY AND CITY OF BARSTOW 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:

*Approximately 80% of the area in the City of Barstow is considered serving underserved communities based on the CalEnviroScreen 4 maps. The Cemetery conducts an average of 110 funerals per year with an average attendance of 80 members. Counts indicate that the cemetery provides services to an average of 73,700 visits per year. The project proposes to install a pre-manufactured public restroom that meets ADA requirements. The restroom will provide facilities for the public, employees, and volunteers.*

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of December 1, 2023 and December 31, 2024 and expended on or before December 31, 2026 is \$446,672.
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*
1. Sawcut existing concrete	\$120
2. Remove existing concrete sidewalk	\$1,560
3. Remove existing Palm Trees	\$2,000
4. Remove existing planter	\$2,000
5. Remove existing retaining wall	\$2,100
6. Construct 4" thick PCC sidewalk/walkway over class II aggregate base	\$1,000
7. Construct 4" PVC sewer line SDR 35 to septic tank	\$20,800
8. Install 4" Sewer Cleanout	\$2,000
9. Install modular restroom per contract specification	\$350,000
10. Mobilization/Demobilization/Insurance Bond	\$9,700
11. Construction Staging and Traffic Control	\$1,800
12. Pedestrian and Vehicle Access	\$1,000
13. Payment for Delay	\$1,000
14. Construct Electrical service to restroom	\$3,000
15. Construct water service to restroom	\$3,000
16. Cash Allowance - Contingency	\$15,000
17. Project Management, Inspection and Testing	\$30,592
<b>Total Expenditure</b>	<b>\$446,672</b>

\*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:

*Confirmed – no exemption identified.*