



Contract Number

24-111 A-1

SAP Number

ARPA21-PRJS-043-SAN

County Administrative Office

Department Contract Representative	Matthew Erickson, County Chief Financial Officer
Telephone Number	(909) 387-5423
Contractor	San Bernardino City Unified School District UEI No. N1YLB5HLKJ33
Contractor Representative	Terry Connick, Associate Superintendent
Telephone Number	(909) 388-6100
Contract Term	December 19, 2023 through December 31, 2026
Original Contract Amount	Based on actual project costs not to exceed \$1,500,000
Amendment Amount	
Total Contract Amount	Based on actual project costs not to exceed \$1,500,000
Cost Center	110-XYZ-1078
Internal Order (If Applicable)	

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

WHEREAS, on December 28, 2023 the San Bernardino County (County) Chief Executive Officer executed a Contract 24-111 (Contract) with San Bernardino City Unified School District (District 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 \$1,500,000 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 Contractor to fund the projected expenditures identified in Exhibit "A" of the Contract regarding the Indian Springs High School Wellness Center Project; and

WHEREAS, County and Contractor desire to amend the ARPA CLFRF obligation deadline from December 31, 2024 to November 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 9, 2025, Contract No. 24-111 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 December 19, 2023, and will end November 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 November 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 December 19, 2023 (Effective Date), requires all incurred obligations by November 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 December 19, 2023 and November 30, 2025 and expended on or before December 31, 2026 is \$1,500,000."

4. This Amendment No. 1 (Amendment) to Contract No. 24-111 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



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

San Bernardino City Unified School District

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

By 

(Authorized signature - sign in blue ink)

Name Terry Cornnick

(Print or type name of person signing contract)

Title Associate Superintendent

(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 24-111 (ARPA21-PRJS-043-SAN) BETWEEN SAN BERNARDINO COUNTY AND SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT 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:

Indian Springs High School Wellness Center Project. Renovate approximately 2,000 square feet of an existing space at Indian Springs High School to provide mental and physical health support services for the students at Indian Springs High School.

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **December 19, 2023** and **November 30, 2025** and expended on or before **December 31, 2026** is \$1,500,000.
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*
Architect Fees	\$132,000
Architect Reimbursable Costs	\$10,000
Topographic Survey Fees	\$20,000
DSA Plan Check Fees	\$36,000
Printing/Bidding	\$5,000
Advertisement	\$5,000
Construction	\$1,200,000
Inspector of Record	\$65,000
Soils & Material Testing Lab	\$27,000
Total Expenditure	\$1,500,000

*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:

The architect will be selected from our pre-approved pool of architects. All other procurement will be based on the full and open procurement process as required above.