



**Contract Number**

24-1049 A-1

**SAP Number**

ARPA21-PRJW-052-HES

## 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 Hesperia UEI No. VG2NTKNJULY7
<b>Contractor Representative</b>	Director of Public Works, Cassandra Sanchez
<b>Telephone Number</b>	760-947-1711
<b>Contract Term</b>	July 30, 2024 through December 31, 2026
<b>Original Contract Amount</b>	Based on actual project costs not- to-exceed \$625,000
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	Based on actual projects costs not- to-exceed \$625,000
<b>Cost Center</b>	1100911078
<b>Internal Order (if applicable)</b>	

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

**WHEREAS**, on October 6, 2024, the San Bernardino County (County) Chief Executive Officer executed a Contract No. 24-1049 (Contract) with the City of Hesperia (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 \$625,000 for expenditures identified in Exhibit "A" of the Contract;

**WHEREAS**, on November 5, 2024 (Item No. 17), the Board of Supervisors (Board) ratified approval of the Contract with the Contractor to fund the projected expenditures identified in Exhibit "A" of the Contract regarding the Hesperia Traffic Signal Construction Project;

**WHEREAS**, County and Contractor desire to amend the ARPA CLFRF obligation deadline from December 31, 2024, to August 15, 2026; and

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

### **OPERATIVE PROVISIONS OF AMENDMENT NO. 1**

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

Effective June 9, 2026, Contract No. 24-1049 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/or related to government operations; and ii) were incurred during the period that begins July 30, 2024 and will end December 31, 2024. 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 August 15, 2026, 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 30, 2024 (Effective Date), requires all incurred obligations by August 15, 2026, 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 30, 2024 and August 15, 2026 and expended on or before December 31, 2026 is \$625,000."

4. This Amendment No. 1 (Amendment) to Contract No. 24-1049 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  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

City of Hesperia

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

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
Date \_\_\_\_\_

**EXHIBIT A-1 – SCOPE OF EXPENDITURES**

**APPLIES TO AGREEMENT 24-1049 (ARPA21-PRJW-052-HES) BETWEEN SAN BERNARDINO COUNTY AND CITY OF HESPERIA 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:

**Hesperia Traffic Signal Construction:** The project will include improving the intersection of Seventh Avenue and Sequoia Street with a new signal, lighting and any necessary roadway widening to accommodate turn pockets. Currently, the intersection of Seventh Avenue and Sequoia Street only has stop signs along Sequoia Street. Because of the increased traffic volume, there have been numerous collisions in this area.

Establishing a signalized intersection will improve safety as well as traffic movements at this vital intersection within the community and better meet circulation goals. The City is looking to pre-purchase the signal poles and mast arms, due to the long lead time which can take place during the design of this project and will allow for a faster construction once the design is complete.

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **July 30, 2024** and **August 15, 2026** and expended on or before **December 31, 2026** is \$625,000.
3. The following is the list of projected expenditures that will be funded by the CLFRF for the scope identified in 1, above:

<b>Expenditure Type (e.g., Payroll)</b>	<b>Projected Expenditures*</b>
Design Engineering	\$225,000
Pre-purchasing signal poles with mast arms	\$400,000
<b>Total Expenditure</b>	<b>\$625,000</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:

*No exemption identified.*