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**Contract Number**  
23-919 A-2

**SAP Number**  
ARPA21-PRJD-027-PPH

## County Administrative Office

<b>Department Contract Representative</b>	Matthew Erickson, County Chief Financial Officer
<b>Telephone Number</b>	(909) 387-5423
<b>Contractor</b>	Phelan Pinon Hills Community Services District UEI No. NCJAAV4E63M5
<b>Contractor Representative</b>	Donald Bartz, General Manager
<b>Telephone Number</b>	(760) 868-1212 x306
<b>Contract Term</b>	February 1, 2023, through December 31, 2026
<b>Original Contract Amount</b>	Based on actual project costs not to exceed \$457,194
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	Based on actual project costs not to exceed \$457,194
<b>Cost Center</b>	110-001-1078
<b>Internal Order (If Applicable)</b>	1013411

### AMENDMENT NO. 2 TO CONTRACT BETWEEN SAN BERNARDINO COUNTY AND PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

**WHEREAS**, on August 9, 2023, the San Bernardino County (County) Chief Executive Officer executed a Contract 23-919 (Contract) with Phelan Pinon Hills Community Services 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 \$457,194 for expenditures identified in Exhibit "A" of the Contract; and

**WHEREAS**, on August 22, 2023, (Item No. 28), 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 Phelan Community Park Improvements Project; and

**WHEREAS**, on December 17, 2024, (Item No. 39), the Board of Supervisors (Board) approved Amendment No. 1 to Contract No. 23-919 to amend the ARPA CLFRF obligation deadline from December 31, 2024, to March 31, 2025; and

**WHEREAS**, County and Contractor desire to amend the ARPA CLFRF obligation deadline from March 31, 2025 to December 31, 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. 2**

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

Effective March 25, 2025, Contract No. 23-919 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-2" 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 February 1, 2023, and will end December 31, 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 31, 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 February 1, 2023, requires all incurred obligations by December 31, 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-2" that includes the following: "Not-to-exceed amount of expenditures described in 1 above, obligated during the period of February 1, 2023 and December 31, 2025 and expended on or before December 31, 2026 is \$457,194."

4. This Amendment No. 2 (Amendment) to Contract No. 23-919 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

Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 25 2025

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

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



Phelan Pinon Hills Community Services District  
(Print or type name of corporation, company, contractor, etc.)

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

Name Don Bartz  
(Print or type name of person signing contract)

Title General Manager  
(Print or Type)

Dated: 2/24/25

Address 4176 Warbler Road  
Phelan, CA 92371

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶ [Signature]  
Julie Surber, Principal Asst. County Counsel  
Date 3/5/25

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

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

**EXHIBIT A-2 – SCOPE OF EXPENDITURES**

**APPLIES TO AGREEMENT 23-919 (ARPA21-PRJD-027-PPH) BETWEEN SAN BERNARDINO COUNTY AND PHELAN PINON HILLS COMMUNITY SERVICES 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:

*COVID 19 placed a major burden on communities across the County. Given the lack of outdoor community park space in the Phelan and Pinon Hills area, residents have felt this impact greater than most areas of the County. The high percentage of retired individuals that have fixed incomes that keep them isolated socially along with the overall lack of park and recreation facilities for the community, have both contributed to social, mental, and physical health problems. On the other side of the spectrum, young adults and teens are also isolated and would benefit from the educational aspects of agriculture and horticulture as well as interacting with other adults and seniors. The gardening program that the District has operated over the last several years, was inundated with interest during Covid lockdowns and this demand has continued through today. Additional facilities would support a broader program and help the community improve their mental, social, spiritual, and physical health. The social aspects of gardening and pickleball / tennis would support more socialization and activity. The exercise trail and exercise equipment nodes would support increased physical activity.*

*The infill amenities include a multi-use tennis & pickleball court, a community educational garden, and walking paths with exercise equipment and shade. The scope of expenditures would include the construction and material costs of those identified amenities associated with the Phelan Community Park Garden Learning Center Project.*

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **February 1, 2023 and December 31, 2025** and expended on or before **December 31, 2026** is **\$457,194**.
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*
Construction & Material Costs	\$457,194
<b>Total Expenditure</b>	<b>\$457,194</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.*