



Contract Number

22-785 A-1

SAP Number

ARPA21-PRJS-010-COL

County Administrative Office

Department Contract Representative	Matthew Erickson, County Chief Financial Officer
Telephone Number	(909) 387-5423
Contractor	Colton Joint Unified School District UEI No. QFNZR2ZCPB1
Contractor Representative	Dr. Frank Miranda
Telephone Number	(909) 580-6510
Contract Term	August 1, 2022 through December 31, 2026
Original Contract Amount	Based on actual project costs not to exceed \$1,150,000
Amendment Amount	\$0
Total Contract Amount	Based on actual project costs not to exceed \$1,150,000
Cost Center	1100951078
Internal Order (If Applicable)	1012334

CONTRACT BETWEEN SAN BERNARDINO COUNTY AND COLTON JOINT UNIFIED SCHOOL DISTRICT RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

WHEREAS, on August 9, 2022, the San Bernardino County (County) Chief Executive Officer executed a Contract 22-785 (Contract) with the Colton Joint 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 \$1,150,000 for expenditures identified in Exhibit "A" of the Contract; and

WHEREAS, on August 23, 2022 (Item No. 21), 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 Joe Baca Middle School Soccer Field Improvements project; and

WHEREAS, County and Contractor desire to amend the ARPA CLFRF obligation deadline from December 31, 2024 to March 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. 1

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

Effective March 25, 2025, Contract No. 22-785 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 August 1, 2022, and will end March 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 March 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 August 1, 2022, requires all incurred obligations by March 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-1" that includes the following: "Not-to-exceed amount of expenditures described in 1 above, obligated during the period of August 1, 2022 and March 31, 2025 and expended on or before December 31, 2026 is \$1,150,000."

4. This Amendment No. 1 (Amendment) to Contract No. 22-785 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

Colton Joint Unified School District

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



Dawn Rowe, Chair, Board of Supervisors

By

(Authorized signature - sign in blue ink)

Dated: _____

Name Frank Miranda, Ed.D

(Print or type name of person signing contract)

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

Title Superintendent

(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____

Deputy

Dated: _____

Address 1212 Valencia Drive

Colton, CA 92324

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

Julie Surber, Principal Asst. County Counsel

Date _____

Date _____

Date _____

EXHIBIT A-1 – SCOPE OF EXPENDITURES

APPLIES TO AGREEMENT 22-785 (ARPA21-PRJS-010-COL) BETWEEN SAN BERNARDINO COUNTY AND COLTON JOINT 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:

Joe Baca Middle School Soccer Field Improvements. *Joe Baca Middle School is located within a designated census tract, given that it is in the unincorporated city of Bloomington. Over the years lack of investment and inadequate resources have led to extreme deterioration and dilapidation of park facilities, not offering the most conducive outdoor recreational outlets for our communities. By improving the soccer fields at Joe Baca Middle School, we can help our community mitigate the negative impacts of COVID-19 by promoting healthier living environments, outdoor recreation, and socialization. The scope of the project includes the conversion of a portion of natural turf field to synthetic turf soccer field with outdoor lighting. The goal is to provide more opportunities for the students and youth groups to participate in more outdoor activities to improve their mental wellness through exercise.*

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **August 1, 2022** and **March 31, 2025** and expended on or before **December 31, 2026** is \$1,150,000.
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*
Survey, engineering, design, agency approval (Soft Costs)	\$230,000
Construction	\$920,000
Total Expenditure	\$1,150,000

*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:

No Exemption identified.