



**Contract Number**

23-1063 A-2

**SAP Number**

ARPA21-PRJS-034-RIA

## County Administrative Office

|                                           |                                                            |
|-------------------------------------------|------------------------------------------------------------|
| <b>Department Contract Representative</b> | Matthew Erickson, County Chief<br>Financial Officer        |
| <b>Telephone Number</b>                   | (909) 387-5423                                             |
| <b>Contractor</b>                         | Rialto Unified School District<br>UEI No. DJFBNCL1VYE3     |
| <b>Contractor Representative</b>          | Diane Romo, Lead Business<br>Services Agent                |
| <b>Telephone Number</b>                   | 909-820-7700 x2212                                         |
| <b>Contract Term</b>                      | July 31, 2023 through December<br>31, 2026                 |
| <b>Original Contract Amount</b>           | Based on actual project costs not to<br>exceed \$1,500,000 |
| <b>Amendment Amount</b>                   | \$396,247                                                  |
| <b>Total Contract Amount</b>              | \$1,896,247                                                |
| <b>Cost Center</b>                        | 1100951078                                                 |
| <b>Internal Order (if Applicable)</b>     |                                                            |

### AMENDMENT NO. 2 TO CONTRACT BETWEEN SAN BERNARDINO COUNTY AND RIALTO UNIFIED SCHOOL DISTRICT RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

**WHEREAS**, on August 31, 2023, the San Bernardino County (County) Chief Executive Officer executed a Contract 23-1063 (Contract) with the Rialto 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;

**WHEREAS**, on September 26, 2023 (Item No. 31), 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 Eisenhower High School Baseball Field Improvements Project;

**WHEREAS**, on April 8, 2025 (Item No. 21), the Board approved Amendment No. 1 to the Contract to amend the ARPA CLFRF obligation deadline from December 31, 2024 to May 31, 2025;

**WHEREAS**, County and Contractor desire to increase the not-to-exceed Contract amount from \$1,500,000 to \$1,896,247, modify the obligation deadline from May 31, 2025 to March 18, 2026, and amend the scope of expenditures originally identified in Exhibit "A" and "A-1"; and

**WHEREAS**, County and Contractor agree to amend the Contract, including the terms and conditions included in Exhibit "A" and "A-1" as stated below.

## **OPERATIVE PROVISIONS OF AMENDMENT NO. 2**

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

Effective August 4, 2026, Contract No. 23-1063 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 \$1,896,247 to Contractor on a reimbursement basis for expenditures identified in Exhibit "A-2". Exhibit "A-2" 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-2" 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 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 July 31, 2023, and will end March 18, 2026. 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 18, 2026, must be expended by December 31, 2026, to meet the eligible costs timeframe as defined by the United State Department of the Treasury.

3. Replace Section 4 of the Contract in its entirety with the following:

### **4. TERM OF CONTRACT**

This Contract is effective as of July 31, 2023 (Effective Date), requires all incurred obligations by March 18, 2026, and expires on December 31, 2026, but may be terminated earlier in accordance with the provisions of this Contract.

4. Replace Exhibit "A-1" with Exhibit "A-2" that includes the following: "Not-to-exceed amount of expenditures described in 1 above, obligated during the period of July 31, 2023 and March 18, 2026 and expended on or before December 31, 2026 is \$1,896,247."

4. This Amendment No. 2 (Amendment) to Contract No. 23-1063 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

Rialto Unified School District

\_\_\_\_\_  
(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



\_\_\_\_\_  
Julie Surber, Principal Asst. County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance



\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department



\_\_\_\_\_  
Date \_\_\_\_\_

## EXHIBIT A-2 – SCOPE OF EXPENDITURES

### APPLIES TO AGREEMENT 23-1063 (ARPA21-PRJS-034-RIA) BETWEEN SAN BERNARDINO COUNTY AND RIALTO 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:

***Eisenhower High School (EHS) Baseball Field Improvement.*** The Rialto USD Eisenhower High School (EHS) Baseball Improvement project is a renovation of the school's baseball field, which is comprised of real property, land improvements and equipment that is over 20 years old. The facility is beyond its useful life and it needs to be modernized so that it is a safe and engaging space for students to practice baseball. This project entails the installation of Musco lighting system, new bleachers, dugouts, a higher backstop, a new score board and all required updates to the path of travel for compliance with the Americans with Disabilities Act (ADA). As the COVID-19 pandemic has come to end, the school district is taking action to increased access to outdoor spaces and green spaces may provide more opportunity for physical engagement and social connection, in addition to improvements in mental health. The EHS Baseball Improvement project will help the Rialto USD youth resume outdoor activity and provide an avenue to manage depression, anxiety, stress, obesity, and other ailments through sport activity.

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **July 31, 2023** and **March 18, 2026** and expended on or before **December 31, 2026** is \$1,896,247.
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                                                   | CLFRF Projected Expenditures |
|--------------------------------------------------------------------|------------------------------|
| Baseball Field Improvements (Corner Keystone Contractor-ARPA-1203) | 1,500,000.00                 |
| Baseball Field Improvements (Corner Keystone Contractor Balance)   | 396,247.32                   |
| Lighting                                                           |                              |
| Bleachers                                                          |                              |
| Backstop                                                           |                              |
| Scoreboard                                                         |                              |
| All earthwork                                                      |                              |
| Dugouts                                                            |                              |
| Inspections                                                        |                              |
| Architect Fees                                                     |                              |
| Other Soft Costs                                                   |                              |
|                                                                    | <b>1,896,247.32</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. Projects of this nature may trigger school modifications to meet ADA path of travel requirements. These costs are unknown until architect plans are reviewed by the Division of State Architect.

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:

*Procurement for this project will be required to comply with Uniform Guidance at Title 2 C.F.R. Sections 200.317 - 200.327, as applicable.*