



Contract Number

23-919 A1

SAP Number

ARPA21-PRJD-027-PPH

County Administrative Office

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

AMENDMENT NO. 1 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, 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 December 17, 2024, 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-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 February 1, 2023, and will end December 31, 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 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 9, 2023, 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 February 1, 2023 and March 31, 2025 and expended on or before December 31, 2026 is \$457,194."

4. This Amendment No. 1 (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

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

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

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

Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address 4176 Warbler Road
Phelan, CA 92371

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 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 **March 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
Total Expenditure	\$457,194

*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.