

**Contract Number**

20-1218 A-1

**SAP Number**

## San Bernardino County Fire Protection District

<b>Department Contract Representative</b>	Katrina Turturro
<b>Telephone Number</b>	(909) 387-9605
<b>Contractor</b>	Chino Valley Independent Fire District (CVFD) DUNS No. 787096999
<b>Contractor Representative</b>	
<b>Telephone Number</b>	
<b>Contract Term</b>	July 1, 2020 through June 30, 2022
<b>Original Contract Amount</b>	Not to Exceed \$130,000
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	
<b>Cost Center</b>	

### AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND CHINO VALLEY INDEPENDENT FIRE DISTRICT RELATED TO THE CARES ACT CORONAVIRUS RELIEF FUND FOR LOCAL GOVERNMENTS

WHEREAS, on March 4, 2020, the State of California declared a state of emergency as a result of the COVID-19 outbreak and on March 10, 2020, the County of San Bernardino (County) proclaimed the existence of a local emergency resulting from COVID-19; and

WHEREAS, on March 27, 2020, the United States Congress passed the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the COVID-19 pandemic; and

WHEREAS, pursuant to Section 5001 of the CARES Act, the County received a disbursement from the United States Department of the Treasury of money associated with the Coronavirus Relief Fund (Fund) for Local Governments under Section 601(a) of the Social Security Act, some of which may be transferred to other public entities for certain CARES Act purpose; and

WHEREAS, the Federal Catalog of Federal Domestic Assistance (CFDA) number for the Fund is 21.019; and

WHEREAS, the CARES Act provides that payments from the Fund may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and iii) were incurred during the period that begins March 1, 2020, and ends December 31, 2021, as amended by the Consolidated Appropriations Act, 2021; and

WHEREAS, on December 8, 2020 (Item No. 54), the Board of Supervisors for the County and the Board of Directors for the San Bernardino County Fire Protection District (SBCFPD) amended their agreement regarding the transfer of CARES Act Fund dollars to SBCFPD, such that it may be utilized for Chino Valley Independent Fire District (CVFD) expenditures identified in Exhibit "I," in order to provide COVID-19 emergency response to the residents of the County and SBCFPD; and

WHEREAS, on December 8, 2020 (Item No. 54), the Board of Directors for SBCFPD approved County Contract No. 20-1218 (Agreement) between SBCFPD and CVFD with a term of July 1, 2020 through June 30, 2021, authorizing the transfer of CARES Act funds, on a reimbursement basis, from SBCFPD to CVFD in the amount not to exceed \$130,000 for costs incurred by CVFD through December 30, 2020 related to project management services associated with implementation of the Nurse Triage Program; and

WHEREAS, the CARES Act originally required that costs be incurred by December 30, 2020; and

WHEREAS, as referenced above, on December 27, 2020, President Trump signed into law the Consolidated Appropriations Act, 2021 that extended the date costs are required to be incurred under the CARES Act, from December 30, 2020 to December 31, 2021; and

WHEREAS, based on this extension, the purpose of this Amendment No. 1 is to retroactively extend the cost incurred date in the Agreement to be consistent with the new cost incurred date of December 31, 2021; and

WHEREAS, the second purpose of this Amendment No. 1 is to extend the term of the Agreement by one year, from June 30, 2021 to June 30, 2022, to account for the continued COVID-19 emergency, the extension of the CARES Act deadline to incur costs, from December 30, 2020 to December 31, 2021, and the need for additional time to close out this Agreement; and

WHEREAS, the final purpose of this Amendment No. 1 is to clarify when costs are "incurred."

NOW, THEREFORE, in consideration of the above, SBCFPD and CVFD agree to amend the Agreement as follows:

1. DELETE Section 1 and replace it with a new Section 1, which provides as follows:

**1. The CARES Act Fund.**

This Agreement applies to an amount not to exceed \$130,000 of CARES Act Funds transferred to SBCFPD ("Funds"), which the County acknowledged and agreed that SBCFPD may transfer to CVFD for expenditures identified in Exhibit "I" to this Agreement, which is attached hereto and incorporated herein by this reference.

**A. Transfer of Funds:**

- i. SBCFPD agrees, upon receipt of an invoice from CVFD for expenditures identified in Exhibit "I" to this Agreement ("Reimbursement"), to transfer Funds to cover the invoice. SBCFPD will make a good faith effort to reimburse CVFD for invoices approved for reimbursement within sixty (60) days of receipt of an invoice.
- ii. CVFD understands and agrees as follows:
  - a. The use of Funds transferred by SBCFPD shall be used only for expenditures identified in Exhibit "I" to this Agreement and that such expenditures: i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and iii) were incurred during the period that begins March 1, 2020, **and ends December 31, 2021.** **For purposes of this Agreement, a cost is "incurred" as determined and provided by the United States Department of Treasury.**
  - b. The Funds cannot be used: i) as a revenue replacement for lower than expected tax or other revenue collections; or ii) for expenditures for which CVFD has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.
  - c. CVFD shall prepare and submit to SBCFPD an invoice, on a monthly basis, for reimbursement to cover expenditures identified in Exhibit I to this Agreement that also satisfy Paragraph(s) 1.A.ii.a and 1.A.ii.b., above.
  - d. CVFD shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CVFD's requests for reimbursement which segregate and accumulate expenditures of CVFD covered by Exhibit I to this Agreement and produce monthly reports which clearly identify reimbursable costs and other allowable expenditures by CVFD. CVFD shall provide a monthly report of expenditures under this Agreement no later than the 10<sup>th</sup> day of the following month.
  - e. CVFD shall retain documentation of all uses of the Funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to SBCFPD upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive), CVFD shall maintain all documentation connected with its performance under this Agreement for a minimum of five (5) years from the date of the last payment made by SBCFPD or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCFPD, the County, the State or the United States Government during normal business hours at CVFD.
  - f. CVFD shall cooperate in having an audit completed by SBCFPD, at SBCFPD's option and expense. Any audit required by the CARES Act will be completed by CVFD, at CVFD's expense. CVFD shall repay to SBCFPD any reimbursement for Funds that are determined by an audit to be unallowable under the CARES Act within the time period required by the CARES Act, but no later than one hundred twenty (120) days of CVFD receiving notice of audit findings, which time shall include an opportunity for CVFD to respond to and/or resolve the findings. Should the findings

not be otherwise resolved and CVFD fails to reimburse moneys due SBCFPD within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both parties or required by the CARES Act, SBCFPD reserves the right to withhold future payments due CVFD from any source under SBCFPD's control.

- g. In the event that: i) an audit is conducted by CVFD, the County, SBCFPD or an outside entity responsible for auditing agencies that received money through the CARES Act; and ii) Funds approved by SBCFPD and disbursed to CVFD are determined to be ineligible, CVFD shall be responsible for refunding those ineligible Funds.

B. Reduction of Funds

- i. SBCFPD, through its Chief Executive Officer (CEO), in the CEO's sole discretion, reserves the right to reduce the transfer amount identified in this Agreement with ten (10) days advance written notice provided to CVFD.
- ii. Such reduction shall be based on a later determination by the United States Department of the Treasury, County, or SBCFPD that the expenditures identified in Exhibit I to this Agreement are ineligible for CARES Act funding.

C. Both SBCFPD and CVFD agree to comply with any and all CARES Act requirements, as well as any and all applicable County, SBCFPD, State, and Federal laws, regulations, policies and procedures pertaining to the funding described in this Agreement. SBCFPD and CVFD shall comply with 2 CFR Part 200, including, but not limited to 2 CFR 200.303 (internal control), 200.330 thru 200.332 (subrecipient monitoring and management), and subpart F (audit). The use of funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by CVFD or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to SBCFPD. SBCFPD and CVFD also agree that as additional federal guidance becomes available, a contract amendment to this Agreement may become necessary.

2. DELETE Section 3 and REPLACE it with a new Section 3, which provides as follows:

- 3. This Agreement is from the Effective Date defined in Paragraph 10 through June 30, 2022. **SBCFPD shall only reimburse costs incurred through the dates identified in Exhibit "I."** Paragraph 1.A.ii.a., b., d., e., f., g., Paragraph 1.C., and Paragraphs 4 and 5 shall survive the termination of this Agreement. The costs to be reimbursed under this Agreement do not include Research and Development as defined in 2 CFR 200.87, nor do they include indirect costs.

3. REPLACE Exhibit "I" with a new Exhibit "I" to the Agreement, which is attached hereto and incorporated herein by this reference

4. The recitals of this Amendment No. 1 are incorporated into the Agreement by this reference.

5. All other terms and conditions of the Agreement shall remain the same.

6. This Amendment No. 1 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 No. 1. 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 No. 1 upon request.

7. This Amendment No. 1 shall take effect on the date it is signed and approved by authorized representatives of both SBCFPD and CVFD.

**IN WITNESS WHEREOF**, the San Bernardino County Fire Protection District and CVFD have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

►  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Directors

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

Lynna Monell, Secretary

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

**CHINO VALLEY INDEPENDENT FIRE DISTRICT**

►  
\_\_\_\_\_

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

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Scott Runyan, Supervising Deputy County Counsel	► _____ Date _____	► _____ Date _____