



Contract Number

23-452 A-2

SAP Number

ARPA21-PRJC-023-APP

County Administrative Office

Department Contract Representative	Matthew Erickson, County Chief Financial Officer
Telephone Number	(909) 387-5423
Contractor	Town of Apple Valley, CA UEI No. XF9TMFLSDCN5
Contractor Representative	Paula Pereira
Telephone Number	(760) 240-7000
Contract Term	June 1, 2023 through December 31, 2026
Original Contract Amount	Based on actual project costs not to exceed \$538,900
Amendment Amount	\$0
Total Contract Amount	Based on actual project costs not to exceed \$538,900
Cost Center	110-091-1078
Internal Order (If Applicable)	1013263

AMENDMENT NO. 2 TO CONTRACT BETWEEN SAN BERNARDINO COUNTY AND TOWN OF APPLE VALLEY RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

WHEREAS, on May 9, 2023, the San Bernardino County (County) Chief Executive Officer executed a Contract 23-452 (Contract) with the Town of Apple Valley (Town 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 \$538,900 for expenditures identified in Exhibit "A" of the Contract; and

WHEREAS, on May 23, 2023 (Item No. 33), the Board of Supervisor (Board) ratified approval of the Contract with the Town to fund the projected expenditures identified in Exhibit "A" of the Contract regarding the Valley Road Bridge Project and drainage related construction; and

WHEREAS, on September 24, 2024 (Item No. 31), the Board approved Amendment No. 1 to Contract No. 23-452 to amend the ARPA CLFRF obligation deadline from December 31, 2024 to March 31, 2025; and

WHEREAS, County and Town desire to amend the ARPA CLFRF obligation deadline from March 31, 2025 to March 31, 2026; and

WHEREAS, County and Town 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 Town mutually agree as follows:

Effective March 25, 2024, Contract No. 23-452 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 infrastructure – water and sewer, public health, or negative economic impact eligible use; and ii) were incurred during the period that begins June 1, 2023, and will end March 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, 2026, 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 June 1, 2023, requires all incurred obligations by March 31, 2026, and expires on December 31, 2026, but may be terminated earlier in accordance with the provisions of this Contract.

3. 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 June 1, 2023 and March 31, 2026 and expended on or before December 31, 2026 is \$538,900."

4. This Amendment No. 2 (Amendment) to Contract No. 23-452 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

Town of Apple Valley

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

►

Dawn Rowe, Chair, Board of Supervisors

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

Dated: _____

Name Douglas B. Robertson
(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 Town Manager
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address 14955 Dale Evans Parkway

_____ Apple Valley, CA 92307

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-2 – SCOPE OF EXPENDITURES

APPLIES TO AGREEMENT 23-452 (ARPA21-PRJC-023-APP) BETWEEN SAN BERNARDINO COUNTY AND TOWN OF APPLE VALLEY 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:

Bear Valley Road Bridge Project and drainage related construction.

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **June 1, 2023** and **March 31, 2026** and expended on or before **December 31, 2026** is \$538,900.
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*
Drainage Related Construction	\$538,900
Total Expenditure	\$538,900

*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.