



Contract Number

22-1239 A-1

SAP Number

ARPA21-PRJC-018-SAN

County Administrative Office

Department Contract Representative	Matthew Erickson County Chief Financial Officer
Telephone Number	(909) 387-5423
Contractor	City of San Bernardino DUNS No. 073604563 UEI No. EJLMHR1CMKM7
Contractor Representative	Eric Levitt, City Manager
Telephone Number	(909) 998-2001
Contract Term	June 1, 2022 through December 31, 2026
Original Contract Amount	Based on actual project costs not-to-exceed \$950,000
Amendment Amount	
Total Contract Amount	Based on actual projects costs not-to-exceed \$950,000
Cost Center	1100951078
Internal Order (if applicable)	1012341

AMENDMENT NO. 1 TO CONTRACT BETWEEN SAN BERNARDINO COUNTY AND CITY OF SAN BERNARDINO RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

WHEREAS, on November 14, 2022, the San Bernardino County (County) Chief Executive Officer executed a Contract No. 22-1239 (Contract) with the City of San Bernardino (City 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 \$950,000 for expenditures identified in Exhibit "A" of the Contract;

WHEREAS, on December 13, 2022 (Item No. 31), the Board of Supervisors (Board) ratified approval of the Contract with the Contractor to fund the projected expenditures identified in Exhibit "A" of the Contract regarding the Speicher Memorial Park Improvements Project;

WHEREAS, County and Contractor desire to amend and revise the ARPA CLFRF obligation deadline from June 30, 2024, to August 7, 2024; and

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

OPERATIVE PROVISIONS OF AMENDMENT NO. 1

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

Effective June 9, 2026, Contract No. 22-1239 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 June 1, 2022 and will end August 7, 2024. 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 August 7, 2024, 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, 2022 (Effective Date), requires all incurred obligations by August 7, 2024, 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 June 1, 2022 and August 7, 2024 and expended on or before December 31, 2026 is \$950,000."

4. This Amendment No. 1 (Amendment) to Contract No. 22-1239 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

City of San Bernardino

(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
►
County Counsel
Date _____

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
►
Date _____

EXHIBIT A-1 – SCOPE OF EXPENDITURES

APPLIES TO AGREEMENT 22-1239 (ARPA21-PRJC-018-SAN) BETWEEN SAN BERNARDINO COUNTY AND CITY OF SAN BERNARDINO 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:

The renovation of Speicher Memorial Park will assist in building a stronger neighborhood community and allow for outdoor recreation and socialization that can help mitigate the spread of COVID-19. Speicher Memorial Park and the surrounding community is located in Qualified Census Tract 06071007408, which has seen a disproportionate negative economic impact as a result of the COVID-19 pandemic. During the COVID-19 pandemic, urban park and recreational facility use saw a decline among lower-income individuals. This decline and contribute to a sedentary lifestyle, which is a risk factor for chronic diseases and more severe COVID-19 outcomes.

The renovations at Speicher Memorial Park serve to increase the surrounding community’s outdoor physical activity, which plays an important role in improving health outcomes. Currently, the City has only one lighted multipurpose field; the installation of a lighting system at Speicher Memorial Park will allow the City to encourage and accommodate a growing list of youth sports groups from the surrounding community. The new bleachers will replace old, deteriorated ones that have limited seating capacity, allowing the park’s fields to accommodate more socially distanced seating opportunities. Coupled with the improved amenities and field renovations, the park will encourage more members of the community to engage in outdoor physical activities. As a result, the renovation of Speicher Memorial Park is consistent with the Department of the Treasury’s guidance regarding the use of Coronavirus State and Local Fiscal Recovery Funds. In its Final Rule, the Department of the Treasury states, “investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments” (87 Fed. Reg. 4372).

The public health impacts of the COVID-19 pandemic also encompass more than the disease itself. The U.S. Department of the Treasury recognizes that COVID-19 has had a substantial impact on mental health and public safety challenges like violent crime. These challenges are correlated with a neighborhood’s build environment and features and have disproportionately impacted low-income communities. Speicher Memorial Park is in the Eastside community of San Bernardino, which is impacted by violent gang activity and other public safety challenges. Investing in neighborhood features, such as Speicher Memorial Park, will promote improved health and safety outcomes and help respond to the pre-existing disparities that contributed to COVID-19’s disproportionate impacts on low-income communities.

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **June 1, 2022** and **August 7, 2024** and expended on or before **December 31, 2026** is \$950,000.
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*
Demolishing and replacing existing building	\$250,000
Upgrade lights	\$240,000
New Bleachers	\$100,000
Park Amenities	\$10,000
Field Renovation	\$250,000
Design	\$100,000
Total Expenditure	\$950,000

*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:

Confirmed - No Exemption Identified.