



**Contract Number**

24-566 A-1

**SAP Number**

ARPA21-PRJW-036-MWD

## County Administrative Office

<b>Department Contract Representative</b>	Matthew Erickson, County Chief Financial Officer
<b>Telephone Number</b>	(909) 387-5423
<b>Contractor</b>	Monte Vista Water District UEI No. J5Y5Z7WCG3Z1
<b>Contractor Representative</b>	Stephanie Reimer, Assistant General Manager/Chief Financial Officer
<b>Telephone Number</b>	(909) 267-2151
<b>Contract Term</b>	May 1, 2024 through December 31, 2026
<b>Original Contract Amount</b>	Based on actual project costs not to exceed \$521,000
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	Based on actual project costs not to exceed \$521,000
<b>Cost Center</b>	110-094-1078
<b>Internal Order (If Applicable)</b>	

### AMENDMENT NO. 1 TO CONTRACT BETWEEN SAN BERNARDINO COUNTY AND MONTE VISTA WATER DISTRICT RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

**WHEREAS**, on May 30, 2024, the San Bernardino County (County) Chief Executive Officer executed a Contract 24-566 (Contract) with the Monte Vista Water 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: SLFRP0154, in the not-to-exceed amount of \$521,000 for expenditures identified in Exhibit "A" of the Contract; and

**WHEREAS**, on June 25, 2024 (Item No. 51), 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 Powerline Undergrounding Project; and

**WHEREAS**, County and Contractor desire to amend the ARPA CLFRF obligation deadline from December 31, 2024 to February 28, 2026; 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 September 23, 2025, Contract No. 24-566 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) were considered applicable to expenditures category: Infrastructure: Water Conservation and/or related to government operations; and ii) were incurred during the period that begins May 1, 2024, and will end February 28, 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 February 28, 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 May 1, 2024 (Effective Date), requires all incurred obligations by February 28, 2026, 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 May 1, 2024 and February 28, 2026 and expended on or before December 31, 2026 is \$521,000."

4. This Amendment No. 1 (Amendment) to Contract No. 24-566 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  
San Bernardino County

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

Monte Vista Water District

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

By

\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Stephanie Reimer

\_\_\_\_\_  
(Print or type name of person signing contract)

Assistant General Manager/Chief Financial  
Title Officer

\_\_\_\_\_  
(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-1 – SCOPE OF EXPENDITURES

### APPLIES TO AGREEMENT 24-566 (ARPA21-PRJW-036-MWD) BETWEEN SAN BERNARDINO COUNTY AND MONTE VISTA WATER 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:

*The scope of this project is to manage and coordinate the overhead removal of the Southern California Edison (SCE) powerline and telecommunications infrastructure on the property situated at 10575 Central Ave. Montclair. Additionally, the project involves the construction and installation of 318 linear feet of underground lines to replace the existing overhead infrastructure.*

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **May 1, 2024** and **February 28, 2026** and expended on or before **December 31, 2026** is \$521,000.
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*
Project Management	\$32,000
Design/Permit/Energization	\$250,000
Construction	\$239,000
<b>Total Expenditure</b>	<b>\$521,000</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.

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:

*No exemptions*