



Contract Number

23-1064 A-1

SAP Number

ARPA21-PRJS-035-RIA

County Administrative Office

Department Contract Representative	Matthew Erickson, County Chief Financial Officer
Telephone Number	(909) 387-5423
Contractor	Rialto Unified School District UEI No. DJFBNCL1VYE3
Contractor Representative	Diane Romo, Lead Business Services Agent
Telephone Number	909-820-7700 x 2212
Contract Term	July 31, 2023 through December 31, 2026
Original Contract Amount	Based on actual project costs not to exceed \$1,200,000
Amendment Amount	
Total Contract Amount	Based on actual project costs not to exceed \$1,200,000
Cost Center	1100951078
Internal Order (If Applicable)	

AMENDMENT NO.1 TO CONTRACT BETWEEN SAN BERNARDINO COUNTY AND RIALTO UNIFIED SCHOOL DISTRICT RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

WHEREAS, on August 31, 2023, the San Bernardino County (County) Chief Executive Officer executed a Contract 23-1064 (Contract) with the Rialto Unified School 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 \$1,200,000 for expenditures identified in Exhibit "A" of the Contract; and

WHEREAS, on September 26, 2023 (Item No. 31), 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 Rialto High School Baseball Field Lighting project; and

WHEREAS, County and Contractor desire to amend the ARPA CLFRF obligation deadline from December 31, 2024 to May 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 April 8, 2025, Contract No. 23-1064 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 July 31, 2023, and will end May 31, 2025. 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 May 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 July 31, 2023 (Effective Date), requires all incurred obligations by May 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 July 31, 2023 and May 31, 2025 and expended on or before December 31, 2026 is \$1,200,000."

4. This Amendment No. 1 (Amendment) to Contract No. 23-1064 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

Rialto Unified School District

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

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

Dated: _____

Name Diane Romo

(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 Lead Business Services Agent

(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address _____

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-1 – SCOPE OF EXPENDITURES

APPLIES TO AGREEMENT 23-1064 (ARPA21-PRJS-035-RIA) BETWEEN SAN BERNARDINO COUNTY AND RIALTO UNIFIED SCHOOL 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:

Rialto High School Baseball Field Lighting. The Rialto USD Rialto High School (RHS) Baseball Field Lighting project is the installation of a Musco lighting system and all required updates to the path of travel for compliance with Americans with Disabilities Act (ADA) that may arise from the Division of State Architect (DSA). In 2019, the State of California passed the SB328, the Late Start legislation, requiring that secondary schools begin classes no earlier than 8:30 a.m. This had a huge impact to after school program and sports, as it postponed afternoon practice into late hours. Schools did not have adequate lighting in all fields to ensure students practice in adequately lit areas, nor were they provided funding to make necessary improvements. As the COVID-19 pandemic has come to end, the school district is taking action to increase access to outdoor spaces and green spaces to provide more opportunity for physical engagement and social connection, in addition to improvements in mental health.

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **July 31, 2023** and **May 31, 2025** and expended on or before **December 31, 2026** is \$1,200,000.
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*
Lighting System Construction	\$1,200,000
Total Expenditure	\$1,200,000

*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:

Procurement for this project will be required to comply with Uniform Guidance at Title 2 C.F.R. Sections 200.317 - 200.327, as applicable.