



Contract Number

22-741 A1

SAP Number

ARPA21-PRJC-007-TWE A1

County Administrative Office

Department Contract Representative	<u>Matthew Erickson, County Chief Financial Officer</u>
Telephone Number	<u>(909) 387-5423</u>
Contractor	<u>City of Twentynine Palms UEI No. QGNKPTNL2822</u>
Contractor Representative	<u>Abigail Hernandez Conde</u>
Telephone Number	<u>(760) 367-6799 Ext. 103</u>
Contract Term	<u>1/1/2022 through 12/31/2026</u>
Original Contract Amount	<u>Based on actual project costs not to exceed \$1,000,000</u>
Amendment Amount	<u>\$(220,820)</u>
Total Contract Amount	<u>Based on actual project costs not to exceed \$779,180</u>
Cost Center	<u>1100931078</u>
Internal Order (If Applicable)	<u>1012326</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on July 22, 2022, the San Bernardino County (County) Chief Executive Officer executed a Contract 22-741 (Contract) with the City of Twentynine Palms (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 \$1,000,000 for expenditures identified in Exhibit "A" of the Contract; and

WHEREAS, on August 9, 2022 (Item No. 19), the Board of Supervisor (Board) ratified approval of the Contract with the City to fund the projected expenditures identified in Exhibit "A" of the Contract regarding the design of the City's sewer project that includes a wastewater treatment plant; and

WHEREAS, County and City desire to decrease the not-to-exceed Contract amount from \$1,000,000 to \$779,180, modify the cost obligation dates, and amend the scope of expenditures originally identified in Exhibit "A"; and

WHEREAS, County and City 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 City mutually agree as follows:

Effective March 1, 2024, Contract No. 22-741 is hereby amended as follows:

1. Replace Section 1.A of the Contract in its entirety with the following:

1. THE ARPA CLFRF

A. This Contract applies to the following ARPA CLFRF transfers:

The transfer by the County of an amount not to exceed \$779,180 to Contractor on a reimbursement basis for expenditures identified in Exhibit "A-1". Exhibit "A-1" is attached hereto and incorporated herein by this reference. County acknowledges and agrees that Contractor will be administering the transfer of funds for the expenditures identified in Exhibit "A-1" by separate contracts. Contractor shall provide the County quarterly reports of actual cash expenditures to date under this Contract, and estimated cash expenditures through December 31st of each year. County, through its Chief Executive Officer (CEO), in the CEO's sole discretion, reserves the right to reduce the transfer amount identified in this Contract with fifteen (15) days advance written notice provided to Contractor. The reduction would be based: A) on Contractor's estimated cash expenditures through December 31st of each year; B) a later determination by the United States Department of the Treasury, or County, that the costs identified in this Contract are ineligible for ARPA CLFRF; or C) a determination by CEO the funds should be utilized in a different manner.

2. 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 January 1, 2022 and December 31, 2024 and expended on or before December 31, 2026 is \$779,180." as well as the revised mutually agreed-upon scope of expenditures and list of projected expenditures.
3. This Amendment No. 1 (Amendment) to Contract No. 22-741 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.
4. All other terms and conditions of the Contract, as amended, shall remain in full force and effect as written.

SAN BERNARDINO COUNTY

City of Twentynine Palms

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

►

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

By ►

(Authorized signature - sign in blue ink)

Name James L. Bowden

(Print or type name of person signing contract)

Title Interim City Manager

(Print or Type)

Dated: _____

Address 6136 Adobe Road

Twentynine Palms, CA 92277

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Julie Surber, Principal Asst. County Counsel

Reviewed for Contract Compliance

►

Reviewed/Approved by Department

►

Date _____

Date _____

Date _____

EXHIBIT A-1 – SCOPE OF EXPENDITURES

APPLIES TO AGREEMENT 22-741 (ARPA21-PRJC-007-TWE) BETWEEN SAN BERNARDINO COUNTY AND CITY OF TWENTYNINE PALMS 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:

Twentynine Palms Sewer Project. *The request for funding is for the design of the sewer project, that includes a wastewater treatment plant. It will protect the City's water supply with constructing a Wastewater Treatment Plant and Collection system. As to economic impact, the City plans towards acquiring the appropriate funding for this project that will reduce the economic burden for the City's community that is traditionally disadvantaged and/or underserved.*

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of January 1, 2022 and December 31, 2024 and expended on or before December 31, 2026 is \$779,180.
3. The following is the list of projected expenditures that will be funded by the CLFRF and each of these expenditures satisfy the findings in 1, above:

Expenditure Type (e.g., Payroll)	Projected Expenditures*
NV5 Contract (Engineering Consultant) for the design of the wastewater treatment facility as well as payments for project management and fees related to the site acquisition.	\$779,180
Total Expenditure	\$779,180

*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