



**Contract Number**

24-368 A2

**SAP Number**

ARPA21-PRJN-041-CCC

## County Administrative Office

<b>Department Contract Representative</b>	Matthew Erickson, County Chief Financial Officer
<b>Telephone Number</b>	(909) 387-5423
<b>Contractor</b>	Chaffey Communities Cultural Center UEI No. XWKQUQ6XBKJ9
<b>Contractor Representative</b>	Ralph A Cavallo
<b>Telephone Number</b>	(951) 990-4595
<b>Contract Term</b>	August 7, 2023 through December 31, 2026
<b>Original Contract Amount</b>	Based on actual project costs not to exceed \$150,000
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	Based on actual project costs not to exceed \$150,000
<b>Cost Center</b>	1100941078
<b>Internal Order (If Applicable)</b>	1015069

### AMENDMENT NO. 2 TO CONTRACT BETWEEN SAN BERNARDINO COUNTY AND CHAFFEY COMMUNITIES CULTURAL CENTER RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

**WHEREAS**, on April 11, 2024, the San Bernardino County (County) Chief Executive Officer executed a Contract 24-368 (Contract) with Chaffey Communities Cultural Center (Center 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 \$150,000 for expenditures identified in Exhibit "A" of the Contract; and

**WHEREAS**, on May 7, 2024 (Item No. 27), 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 Cooper's Museum Renovation Project; and

**WHEREAS**, on December 17, 2024, (Item No. 39), the Board of Supervisors (Board) approved Amendment No. 1 to Contract No. 24-368 to amend the ARPA CLFRF obligation deadline from December 31, 2024, to March 31, 2025; and

**WHEREAS**, County and Contractor desire to amend the ARPA CLFRF obligation deadline from March 31, 2025, to November 30, 2025; and

**WHEREAS**, County and Contractor agree to amend the Contract, including the terms and conditions included in Exhibit "A" and "A-1" as stated below.

## **OPERATIVE PROVISIONS OF AMENDMENT NO. 2**

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

Effective May 20, 2025, Contract No. 24-368 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 negative economic impacts; and ii) were incurred during the period that begins August 7, 2023, and will end November 30, 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 November 30, 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 August 7, 2023 (Effective Date), requires all incurred obligations by November 30, 2025, 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 August 7, 2023 and November 30, 2025 and expended on or before December 31, 2026 is \$150,000."

4. This Amendment No. 2 (Amendment) to Contract No. 24-368 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

Chaffey Communities Cultural Center

(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 Ralph A Cavallo

(Print or type name of person signing contract)

Title Board Member/Project Manager

(Print or Type)

Dated: \_\_\_\_\_

Address 217 E 'A' Street

Upland, CA 91786

**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-2 – SCOPE OF EXPENDITURES

### APPLIES TO AGREEMENT 24-368 (ARPA21-PRJN-041-CCC) BETWEEN SAN BERNARDINO COUNTY AND CHAFFEY COMMUNITIES CULTURAL CENTER 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:

*Renovate existing Cooper's Museum patio area including upgrading its flooring and remodeling the outdoor kitchen area including updating the necessary appliances. In addition, pressure wash and paint existing building and install security lighting.*

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **August 7, 2023** and **November 30, 2025** and expended on or before **December 31, 2026** is \$150,000.
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*
Rehab 2,500 sq. ft. concrete patio floor	\$66,000
Retrofit new door for bathroom access	\$14,000
Renovate kitchen area to accommodate door.	\$12,000
Replace deteriorating electrical panel	\$1,000
Construct new granite countertop	\$2,000
New undercounted refrigerator	\$2,000
New, small undercounted sink	\$1,500
New ice machine	\$2,000
New 42" wide electric flat top grill	\$1,500
New 3 compartment sink	\$1,500
Remove/Replace perimeter planting	\$3,000
Prime/paint perimeter wrought iron fencing	\$9,000
Add WIFI extender to cover courtyard area	\$1,000
Construct new storage shed for tables/chairs	\$600
New security lighting for parking lot	\$1,000
New required exit hardware on existing gates	\$900
New pony wall surrounding stairs	\$1,000
Pressure wash & paint building exterior	\$14,000
New lighting truss and accessories for stage	\$2,000
Plaster the parapet of the new patio	\$14,000

<b>Total Expenditure</b>	\$150,000
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\*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.*