



Contract Number

23-1065 A-1

SAP Number

ARPA21-PRJC-033-UPL

County Administrative Office

Department Contract Representative	Matthew Erickson, County Chief Financial Officer
Telephone Number	(909) 387-5423
Contractor	City of Upland DUNS No. N/A UEI No. FLE5FE7ERMQ5
Contractor Representative	Michael Blay, City Manager
Telephone Number	(909) 931-4102
Contract Term	May 1, 2023 through December 31, 2026
Original Contract Amount	Based on actual project costs not to exceed \$1,000,000
Amendment Amount	
Total Contract Amount	Based on actual project costs not to exceed \$1,000,000
Cost Center	1100921078 & 1100941078
Internal Order (If Applicable)	

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

WHEREAS, on August 31, 2023, the San Bernardino County (County) Interim Chief Executive Officer executed a Contract 23-1065 (Contract) with the City of Upland (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 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 Baldy View Dog Park Project; and

WHEREAS, County and Contractor desire to amend the ARPA CLFRF obligation deadline from December 31, 2024 to October 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 October 21, 2025, Contract No. 23-1065 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 May 1, 2023, and will end October 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 October 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 May 1, 2023 (Effective Date), requires all incurred obligations by October 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 May 1, 2023 and October 31, 2025 and expended on or before December 31, 2026 is \$1,000,000."

4. This Amendment No. 1 (Amendment) to Contract No. 23-1065 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

City of Upland

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

By

(Authorized signature - sign in blue ink)

Name Michael Blay
(Print or type name of person signing contract)

Title City Manager
(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 23-1065 (ARPA21-PRJC-033-UPL) BETWEEN SAN BERNARDINO COUNTY AND THE CITY OF UPLAND 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 purpose of this project is to support the San Bernardino County residents within the City of Upland with maintaining first rate park experience and recreational facilities. Project scope includes replacing and increasing the height of the dog park fence, install new site lighting, installation of a new shade structure, provide walking path within the dog park, installation of new sod, and installing various dog amenities throughout the dog park.

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **May 1, 2023** and **October 31, 2025** and expended on or before **December 31, 2026** is \$1,000,000.
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*
Site Preparation	\$75,000
Install New Site Lighting	\$90,000
New Dog Park Amenities	\$240,000
Dog Park Fencing	\$175,000
Installation of Walking Path	\$140,000
Shade Structure	\$80,000
Sod Installation	\$200,000
Total Expenditure	\$1,000,000

*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:

Confirm - No exemption identified.