



Contract Number

22-837 A1

SAP Number

ARPA21-PRJC-014-FON A-1

County Administrative Office

Department Contract Representative	Matthew Erickson, County Chief Financial Officer
Telephone Number	(909) 387-5423
Contractor	City of Fontana UEI No. WLF8LH1TH3P8
Contractor Representative	Matt Ballantyne, City Manager
Telephone Number	(909) 350-7653
Contract Term	7/1/2022 through 12/31/2026
Original Contract Amount	Based on actual project costs not to exceed \$530,000
Amendment Amount	\$130,000
Total Contract Amount	Based on actual project costs not to exceed \$660,000
Cost Center	1100951078
Internal Order (If Applicable)	1012342

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on August 23, 2022, San Bernardino County (County) desired to transfer and City of Fontana (City or Contractor) desired to accept a transfer from American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CLFRF), Assistance Listing Number: 21.027/Federal Assistance Identification Number: SLT-0628, in the not-to-exceed amount of \$530,000 for expenditures identified in Exhibit "A" related to Veteran's Park Improvements Project via Contract 22-837; and

WHEREAS, on September 13, 2022 (Item No. 23), the Board of Supervisor (Board) approved to ratify Contract No. 22-837 with the City to fund the projected expenditures identified in Exhibit "A" of the Contract to provide a safe, high quality, and modern park for the youth and attract more users to the playground and baseball fields; and

WHEREAS, County and City desire to increase a total not-to-exceed contract amount from \$530,000 to \$660,000 and amend the scope of expenditures originally identified in Exhibit "A"; and

WHEREAS, County and City agree to amend Contract No. 22-837, including the terms and conditions included in Exhibit "A".

OPERATIVE PROVISIONS OF AMENDMENT NO. 1

NOW, THEREFORE, County and City mutually agree as follows:

Effective August 28, 2023, Contract No. 22-837 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 \$660,000 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 not-to-exceed contract amount of \$660,000 as well as the list of projected expenditures.
3. This Amendment No. 1 (Amendment) to Contract No. 22-837 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



Luther Snoke, Acting Chief Executive Officer

Dated: _____

City of Fontana

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

By 

(Authorized signature - sign in blue ink)

Name

(Print or type name of person signing contract)

Title

(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 _____