



Contract Number
22-296 A2

SAP Number

Board of Supervisors

Department Contract Representative	Stephanie Maldonado
Telephone Number	909-387-4378
Contractor	City of Chino Hills
Contractor Representative	Benjamin Montgomery
Telephone Number	909-364-2610
Contract Term	4/26/22-12/31/24
Original Contract Amount	Not-to-Exceed \$700,000
Amendment Amount	(\$500,000)
Total Contract Amount	Not-to-Exceed \$200,000
Cost Center	1024001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, it is the policy of the Board of Supervisors (Board) to work with community partners through services provided by San Bernardino County (County) and contractual agreements to identify programs, projects, and initiatives, that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County's citizens; and

WHEREAS, under Government Code sections 26224 and 26227 the Board may contract with certain entities to provide certain services to County residents; and,

WHEREAS, on April 26, 2022 (Item No. 27), the Board approved Contract No. 22-296 with the City of Chino Hills (City or Contractor) to purchase equipment to support recreation and educational needs. \$500,000 for a public splash pad/restroom amenity in the City of Chino Hills; \$100,000 for a mobile performing art stage (Show Wagon); and \$100,000 for a mobile recreation vehicle for a total of \$700,000 for the period April 26, 2022, through December 31, 2023; and

WHEREAS, on November 17, 2023, the County Chief Executive Office approved Amendment No. 1 to Contract No. 22-296 to authorize the Contractor's request to extend the Contract term by an additional 12 months from the current termination date of December 31, 2023 to a new termination date of December 31, 2024, to allow for the completion of services, with no change in the not-to-exceed amount of \$700,000; and

WHEREAS, the Contractor has identified Pinehurst Park located at 5800 Park Drive in the City as the ideal location for the splash pad/restroom amenity as it is in the southern portion of Chino Hills and most recreational amenities are in the central or northern part of the City, and

WHEREAS, the County and Contractor desire to reallocate a portion of the funds previously awarded for Contract No. 22-296 in the not-to-exceed amount of \$500,000 to Contract No. 24-474 to provide contractor with additional time to complete the purchase and installation of a public splash pad/restroom amenity at Pinehurst Park; and

WHEREAS, the Fourth District Supervisor has approved the reallocation of a portion of the funds previously awarded for Contract No. 22-296 in the not-to-exceed amount of \$500,000 to Contract No. 24-474; and

OPERATIVE PROVISIONS OF AMENDMENT NO. 2

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

Effective June 25, 2024, Contract No. 22-296 is hereby amended as follows:

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

A. PURPOSE OF CONTRACT

This Contract is made for the purpose of providing funding for the execution and purchase of equipment related to two projects. \$100,000 for a mobile performing art stage (Show Wagon) and \$100,000 for a mobile recreation vehicle. All programs are aimed at meeting the public health, social and educational needs of the residents of the Fourth District and surrounding communities.

2. Replace provision B.1 of the Contract in its entirety with the following:

B. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES

B.1 Funding arising out of this Contract will be used for a Scope of Services to provide financial support to Contractor for the following:

1. The purchase of a new mobile show wagon that provides ADA access and features technology that supports safe shows.
2. Replacement of a mobile recreation vehicle that allows for after-school programs at scheduled locations.

3. Replace provision F.1 of the Contract in its entirety with the following:

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$200,000 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

4. This Amendment No. 2 to Contract No. 22-296 (Amendment) 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.

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5. All other terms and conditions of the Contract and amendments 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
 of the San Bernardino County

By _____
 Deputy

CITY OF CHINO HILLS

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

By ► _____
(Authorized signature - sign in blue ink)

Name Benjamin Montgomery
(Print or type name of person signing contract)

Title City Manager
(Print or Type)

Dated: _____

Address 14000 City Center Drive
Chino Hills, CA 91709

Attest: _____
Cheryl Balz, City Clerk

Dated: _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Julie Surber, Principal Assistant County Counsel	► _____	► _____
Date _____	Date _____	Date _____