



Contract Number

24-474 A1

SAP Number

Board of Supervisors

Department Contract Representative Penelope Chang
Telephone Number 909-387-4886

Contractor City of Chino Hills
Contractor Representative Benjamin Montgomery
Telephone Number 909-364-2610
Contract Term 6/11/24-12/31/27
Original Contract Amount Not-to-exceed \$8,500,000
Amendment Amount \$1,500,000
Total Contract Amount Not-to-exceed \$10,000,000
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 June 11, 2024 (Item No. 50), the Board approved Contract No. 24-474 (Contract) with the City of Chino Hills (Contractor) in the not-to-exceed amount of \$8,500,000 to contribute to costs related to the improvement costs of the Chino Hills Pinehurst Park, for the period of June 11, 2024, through December 31, 2026; and

WHEREAS, the Contractor is requesting to increase the contract amount by \$1,500,000 to a total not-to-exceed amount of \$10,000,000; and

WHEREAS, the Contractor is also requesting to extend the Contract term by an additional twelve (12) months from the current Contract termination date of December 31, 2026, to allow for the completion of services; and

WHEREAS, the Fourth District Supervisor has approved the Contract amount increase by \$1,500,000 from the original \$8,500,000 to the new not-to-exceed amount of \$10,000,000, and the additional extension of twelve (12) months from the current termination date of December 31, 2026.

OPERATIVE PROVISIONS OF AMENDMENT NO. 2

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

Effective March 25, 2025, Contract No. 24-474 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 75% funding to Contractor to assist with additional improvement costs at Pinehurst Park. The County is providing a total of \$10,000,000 in funding for the following: a 6,000-8,000 square foot Center, additional amenities including a public splash pad/restroom amenity, group picnic areas, shade structures, and parking expansion. The funding meets the public purpose of providing for the public health, social service, and recreational needs of the residents of Chino Hills and surrounding communities.

2. Replace Subsection B.5 of the Contract in its entirety with the following:

B.5 Contractor acknowledges and agrees that it will make a matching contribution of at least 25% toward the cost of the Services that Contractor will provide under this Contract. Contractor's matching contribution will be a minimum of \$2,500,000.

3. Replace Section D of the Contract in its entirety with the following:

D. TERM OF CONTRACT

The services to be provided by Contractor shall commence on June 11, 2024, and shall be completed by December 31, 2027, but may be terminated earlier in accordance with provisions of this Contract.

The County Chief Executive Officer, at the direction of the Fourth District Supervisor, may extend the term of the Contract, in writing, to allow Contractor to complete all requirements in the Contract under the following conditions:

- a. In aggregate all extensions do not exceed twelve (12) calendar months;
- b. Are specifically requested by Contractor;
- c. Will not change the project goals or scope of Services;
- d. Are in the best interests of County and Contractor in performing the scope of Services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

4. Replace Subsection F.1 of the Contract in its entirety with the following:

F.1 The maximum amount of payment under this Contract shall not exceed \$10,000,000 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/

5. This Amendment No. 1 to Contract No. 24-474 (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.

- 6. 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
 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

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 _____