

**AMENDMENT NO. 1 TO
COOPERATION AND REIMBURSEMENT AGREEMENT
BETWEEN THE CITIES OF CHINO AND CHINO HILLS REGARDING
THE CHINO HILLS PARKWAY PAVEMENT REHABILITATION PROJECT**

This Amendment No. 1 (“Amendment”) to the Cooperation and Reimbursement Agreement is entered into this 17th day of December, 2024 (“Effective Date”) between the City of Chino Hills (“Chino Hills”) and the City of Chino (“Chino”). For purposes of this Amendment, Chino and Chino Hills may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. On February 6, 2024, the Parties entered into a Cooperation and Reimbursement Agreement regarding the Chino Hills Parkway Pavement Rehabilitation Project (R7231) (the “Agreement”).

B. Pursuant to the Agreement, Chino Hills contracted with BKF Engineering, Inc. (“BKF”) to provide design services for the project.

C. Paragraph 4.2 of the Agreement provides that Chino is responsible for 13.5% of all professional fees and costs charged by BKF in connection with the project’s design. Chino Hills is responsible for the remaining 86.5%.

D. Subsequent to the execution of the Agreement, Chino requested that BKF provide additional detailed design for curb ramps at the North-East corners of Chino Hills Parkway and Ramona Avenue—portions of the project that are situated within Chino’s right-of-way.

E. The cost of the additional design services requested by Chino is \$13,576.00, as detailed in the estimated attached hereto as Exhibit A and incorporated herein by this reference.

F. Chino agrees to bear 100% of the costs associated with the additional design services described in Exhibit A and the Parties wish to amend the Agreement to reflect Chino’s additional obligation.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties agree as follows:

1. The Recitals set forth above are true and correct and are incorporated herein as though fully set forth.

2. Notwithstanding Paragraph 4.2 of the Agreement, Chino agrees to pay 100% of the additional \$13,576.00 charged by BKF for additional design services related to curb ramps within Chino’s right-of-way, as detailed in Exhibit A hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

CITY OF CHINO HILLS

CITY OF CHINO

By: _____
Peter J. Rogers, Mayor

By: _____
Eunice Ulloa, Mayor

APPROVED AS TO FORM:

By: _____
Mark D. Hensley, City Attorney

By: _____
Fred Galante, City Attorney

ATTEST:

By: _____
City Clerk

By: _____
City Clerk