

**AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CHINO AND SAN BERNARDINO COUNTY
FOR PLAN CHECK, INSPECTION AND MINISTERIAL PERMIT ISSUANCE
SERVICES**

This Amendment No. 1 to Memorandum of Understanding (“Amendment”) is made and entered into on the date last signed below by and between the City of Chino (“City”) and San Bernardino County (“County”) related to plan check, inspection and ministerial permit issuance services. Hereinafter, the City and County may be referred to individually as a “Party” or collectively as the “Parties.”

I. RECITALS

WHEREAS, on January 9, 2024, the County and City entered into that certain Memorandum of Understanding (“MOU”) for the provision of plan check, inspection, and ministerial permit issuance services by the County to City related to a Planned Development Permit and Vesting Tentative Tract Map No. 20394 for the development of a gated project at the property within the City’s sphere of influence, located at 4570 and 4664 Francis Avenue in the unincorporated area of San Bernardino County (“Francis Property”) comprising of 45 single-family homes, new private streets, a small private park, street improvements (along Francis and Yorba Avenue), on-site stormwater infrastructure and related amenities at the Francis Property (collectively, “Yorba Villas Project”);

WHEREAS, the MOU authorizes the County to provide post-final map, planned development permit and other entitlement plan check services, inspection services, issuance of ministerial development permits (including, but not limited to, grading permits, infrastructure permits, building permits and certificates of occupancy) and County bonding processing, oversight and exoneration (collectively “Services”) in connection with the development of the Yorba Villas Project, as well as the provision of the Services in connection with the development of other projects (“Other Project”) located within the area

consisting of a 144.683-acres at the northern border of the City, generally centered on Ramona Avenue and Mustang Road (“Ramona Annexation Area”) that is part of the City’s annexation application to the San Bernardino Local Agency Formation Commission (“LAFCO”) submitted in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§ 56000-57550), which Ramona Annexation Area includes the Francis Property;

WHEREAS, on July 17, 2024, the LAFCO Board approved LAFCO 3268 for the detachment of County Service Area 70 and annexation of such area to the City encompassing approximately 57.6 acres, generally bounded by a combination of the San Bernardino Countyline, the San Antonio Creek Channel, and parcel lines on the west; Francis Avenue on the north; East End Avenue (portion of existing City of Chino boundary) on the east; and a combination of Philadelphia Street and parcel lines (existing City of Chino boundary) on the south, within the City of Chino’s sphere of influence (“East End Annexation Area”);

WHEREAS, to allow for consistency with the MOU, City desires to have County extend the Services to the East End Annexation Area as Other Projects that are subject to the MOU pursuant to this Amendment;

WHEREAS, County has personnel with sufficient training and expertise to extend the Services under the MOU to the East End Annexation Area as requested by City;

WHEREAS, County is prepared to provide such Services under the terms and conditions set forth in this Amendment; and

NOW THEREFORE, in consideration of the forgoing Recitals, which Recitals are incorporated herein by this reference, and mutual promises, covenants and conditions contained herein, the Parties mutually agree as follows:

I. Section II, Subsection (A) of the MOU is amended in its entirety to read:

A. SCOPE OF SERVICES.

The City agrees to honor any unexpired (including validly extended) land use entitlement (examples include, but are not limited to, a Planned Development Permit, Minor Use Permit, Conditional Use Permit, Special Use Permit, Tentative Parcel Map and/or Tentative Tract Map), and associated development plan, building plan, building permit, infrastructure permit, grading permit and/or certificate of occupancy that was approved or conditionally approved by the County before LAFCO's approval of the Annexation for the Ramona Annexation Area and East End Annexation Area (collectively "Pending Projects"), including the Yorba Villas Project and Other Projects. The City requires professional services from the County as described in Section II.C for all post entitlement, plan and permit checks for the development of the Yorba Villas Project or Other Projects, as requested by the City in writing, in the Ramona Annexation Area and East End Annexation Area. The scope of professional services rendered by County will be designed to ensure the Yorba Villas Project and Other Projects within the Ramona Annexation Area and East End Annexation Area are constructed in a manner consistent with the County approved discretionary entitlements and complies with those County Regulations applicable at the time such discretionary entitlements were approved by County.

II. Section II, Subsection (D) of the MOU is amended in its entirety to read:

D. PAYMENT FOR SERVICES

Following the Annexation for the Ramona Annexation Area and East End Annexation Area, County shall provide City with itemized billing statements for any County provided Services in accordance with the County Fees applicable at the time.

City shall collect applicable County Fees from Applicants of Pending Projects for the cost of the services rendered by County and shown on the billing statements and tender same to County within sixty (60) calendar days.

Unless amended as set forth in this Amendment, all terms and conditions of the MOU shall remain unchanged and in full force and effect. Both City and County do covenant to each individual executing this Amendment on behalf of each party is a person duly authorized. This 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 mail 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.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

CITY OF CHINO

SAN BERNARDINO COUNTY

Linda Reich, City Manager

Dawn Rowe, Chair, Board of Supervisors

Dated:_____

Dated:_____

ATTEST:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Natalie Gonzaga, City Clerk

Lynna Monell, Clerk of the Board of Supervisors
San Bernardino County

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Tom Bunton
County Counsel

Fred Galante, City Attorney

Jason M. Searles
Supervising Deputy County Counsel