

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
24-30

SAP Number

Land Use Services

Department Contract Representative	<u>Mark Wardlaw</u>
Telephone Number	<u>909-387-4431</u>
Contractor	<u>City of Chino</u>
Contractor Representative	<u>Michael Hitz</u>
Telephone Number	<u>909-334-3448</u>
Contract Term	<u>1/9/24 – 1/8/29</u>
Original Contract Amount	<u>Cost of services per County Fee Ordinance</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>N/A</u>

Briefly describe the general nature of the contract: *Memorandum of Understanding with the City of Chino for plan check, inspection and ministerial permit issuance services related to the Yorba Villas Project and other development projects located within a future annexation area consisting of approximately 145 acres.*

FOR COUNTY USE ONLY

Approved as to Legal Form

[Signature]
Jason Searles, Supervising Deputy County Counsel

Date 1/4/24

Reviewed for Contract Compliance

[Signature]
Heidi Duron, Planning Director

Date 1/4/24

Reviewed/Approved by Department

[Signature]
Mark Wardlaw, Director

Date 1/4/24

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CHINO AND SAN BERNARDINO COUNTY
FOR PLAN CHECK, INSPECTION AND MINISTERIAL PERMIT ISSUANCE
SERVICES**

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2023 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 October 4, 2022, the County’s Board of Supervisors approved a Planned Development Permit (“PDP”) and Vesting Tentative Tract Map No. 20394 (“VTM 20394”) for the development of a gated project at the property located at 4570 and 4664 Francis Avenue in the unincorporated area of San Bernardino County (“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 Property (collectively, “Yorba Villas Project”);

WHEREAS, the Property is within City’s sphere of influence;

WHEREAS, City intends to submit an annexation application (“Annexation”) for an area consisting of a 144.683-acres located at the northern border of the City, generally centered on Ramona Avenue and Mustang Road (“Annexation Area”) to the San Bernardino Local Agency Formation Commission (“LAFCO”) in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§ 56000-57550), which Annexation Area includes the Property;

WHEREAS, to allow for consistency following an approval by LAFCO of the Annexation, City desires County to provide post-final map, PDP 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 consistent with the PDP, VTM 20394 and applicable County development and building regulations as set forth in Title 6 of the San Bernardino County Code of Ordinances (collectively "County Regulations"). When specifically requested, City further desires County to provide similar Services in connection with the development of other projects located within the Annexation Area that has received a County approval prior to LAFCO's approval of the Annexation (collectively "Other Projects");

WHEREAS, the applicant for the Yorba Villas Project and an applicant for an Other Project shall be collectively referred to as "Applicant";

WHEREAS, County has personnel with sufficient training and expertise to provide the Services as requested by City;

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

II. TERMS AND CONDITIONS

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, 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. The scope of professional services rendered by County will be designed to ensure the Yorba Villas Project and Other Projects 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.

B. TERM

The term of this MOU shall be effective on the date last executed by the Parties and shall continue in effect for up to five (5) years, or until terminated pursuant to Section V below.

C. SERVICES TO BE RENDERED BY COUNTY

1) Plan Check Services

With respect to development plans (e.g., building plans, infrastructure plans, grading plans) approved by the County prior to Annexation, if Applicant proposes

any revision to any such plan or any supplement thereto, City shall submit such proposed revision and supplement to County, and County shall provide all plan check, plan revision, and inspection services related thereto. The Applicant shall be responsible for the payment of any applicable fees, as established in County's Schedule of Fees codified in San Bernardino County Code, Section 16.0201 et seq. ("County Fees") for the type of review requested at the time of submission of the request, to cover the cost of services provided. All such County services shall be provided in a timeframe that complies with standard County practice and procedures.

2) Inspection/Permitting Services

With respect to building permits, infrastructure permits, grading permits or similar ministerial permits issued by County to an Applicant prior to Annexation, County will provide all inspection services related thereto, and, prior to Annexation, County shall issue all related certificates of occupancy for any structure authorized by any such permit that qualify for approval in accordance with applicable County Regulations. Following Annexation, if an Applicant applies to City for a building permit for a structure contemplated by a development plan that was approved by the County prior to Annexation, the City will submit such building permit application to County, and County will review such application to determine compliance with applicable County Regulations and thereafter notify City whether such application qualifies for building permit approval pursuant to such County Regulations. Upon receipt of County's notification that any such building permit application qualifies for approval, City shall promptly issue the relevant building permit to the Applicant. For all building permits issued by City in accordance with the immediately preceding sentence, City shall submit all related applications for certificates of occupancy to the County for review. Upon receipt of any such certificate of occupancy application, County shall perform all related inspection services and determine whether such application qualifies for certificate of occupancy approval

pursuant to applicable County Regulations and notify City of such determination. Upon receipt of County's notification that any such certificate of occupancy application qualifies for approval, City shall promptly issue the relevant certificate of occupancy to the Applicant. The Applicant shall be responsible for the payment of any applicable County Fees to cover the cost of services provided by County. All such County services shall be provided in a timeframe that complies with standard County practice and procedures.

3) Excluded Services

Services to be rendered by County specifically exclude sewer connection services for which City shall conduct all permitting and inspection services, including charging any Applicant the applicable City fees, including sewer development impact fees.

D. PAYMENT FOR SERVICES

Following Annexation, County shall provide City with itemized billing statements for any County provided services in accordance with the County Fees. City shall collect applicable County Fees from Applicants 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.

E. PERSONNEL

The services provided by the County in accordance with this MOU shall be performed by County personnel under the control and direction of County. To the extent that City personnel may also participate in any of the activities herein provided for, any expenses by the City in this process shall be borne by City, unless such activities are separately requested by any Applicant, in which case, City shall directly bill City's

applicable fees to such Applicant.

F. MUTUAL HOLD HARMLESS/INDEMNIFICATION

- 1) To the fullest extent permitted by applicable law, City shall and does agree to indemnify, protect, defend and hold harmless County, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collective "County indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgements and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from the MOU, including any approved amendments or modifications ("City Liabilities"). The City's indemnification obligation herein shall apply to County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 - a) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve City from indemnifying the County to the fullest extent allowed by law.
 - b) With respect to any action or claim subject to indemnification herein by City, City shall, at its sole cost, have the right to use counsel of its own choice, subject to approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes City's indemnification to County as set forth herein. City's

obligation to defend, indemnify and hold harmless County shall be subject to County having given City written notice within a reasonable period of time of the claim or of the commencement of the related action as the case may be, and information and reasonable assistance, at City's expense, for the defense or settlement thereof. City's obligation hereunder shall be satisfied when City has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

- 2) To the fullest extent permitted by applicable law, County shall and does agree to indemnify, protect, defend and hold harmless City, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively "City Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgements and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from the MOU, including any approved amendments or modifications ("County Liabilities"). The County's indemnification obligation herein shall apply to City's "active" as well as "passive" negligence but does not apply to the City's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 - a) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve County from indemnifying the City to the fullest extent allowed by law.
 - b) With respect to any action or claim subject to indemnification herein by County, County shall, at their sole cost, have the right to use counsel of their own choice, subject to approval of City, which shall not be unreasonably withheld,

and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification to City as set forth herein. County's obligation to defend, indemnify and hold harmless City shall be subject to City having given written notice within a reasonable period of time of the claim, or of the commencement of the related action, as the case may be, and information and reasonable assistance, at City's expense, for the defense or settlement thereof. County's obligation hereunder shall be satisfied when County has provided to City the appropriate form of dismissal relieving City from an liability for the action or claim involved.

III. RECORDS

County agrees to maintain records and documentation of the Services rendered and supplies used pursuant to this MOU for a period of time consistent with the County's record retention policy. Such records or copies thereof shall be accessible to City for review upon reasonable notification by City without copying charges.

IV. AMENDMENTS

Any amendment, modification, or variation from the terms of this MOU shall be in writing and shall be effective only upon mutual approval by the authorized parties.

V. TERMINATION

Either City or County may terminate this MOU at any time by giving 30 calendar days written notice with or without cause to the designated contacts, but in no event sooner than County's completion of all Services related to the Yorba Villas Project. Upon receipt

of any notice of termination on the agreed upon effective date of termination, Services shall cease thereafter. Upon termination of this MOU, any inspection and permit requirements shall revert to the City. Termination of this MOU does not terminate the Parties' responsibility for payment of prior authorized Services rendered.

VI. COMPLETE MEMORANDUM OF UNDERSTANDING

This written MOU, including all writings specifically incorporated hereby in reference, shall constitute the complete MOU between the parties hereto. No oral agreement or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement or representation be binding upon the parties hereto. Any previous agreements between the City and County, whether oral or written, with regards to the activities outlined in this MOU, shall be supplanted by this MOU. Other agreements or contracts between the City and County shall be unaffected by this MOU.

VII. JURISDICTION/VENUE

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. City and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU, and further agrees that venue of any action brought hereunder shall be exclusively in the County of San Bernardino.

VIII. NOTICE

All written notices provided for in this MOU or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to

the other party as follows:

City:
City of Chino
Attn: City Clerk
13220 Central Avenue
Chino, CA 91710

County:
San Bernardino County
Land Use Services Department
Attn: Director
385 North Arrowhead Avenue
San Bernardino, CA 92415

Notice shall be deemed communicated two business days from the time of mailing if mailed as provided in this paragraph.

IX. AUTHORITY TO EXECUTE MEMORANDUM OF UNDERSTANDING

Both City and County do covenant to each individual executing this MOU on behalf of each party is a person duly authorized. This MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (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 MOU upon request.

[Signatures on following page]

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

CITY OF CHINO

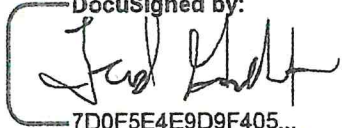

Linda Reich, City Manager

Dated: 11-21-23

ATTEST:


Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

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Fred Galante, City Attorney

SAN BERNARDINO COUNTY

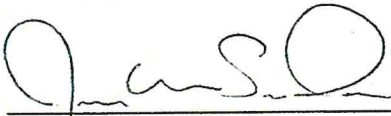

Dawn Rowe, Chair, Board of Supervisors

Dated: JAN 09 2024

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
San Bernardino County

APPROVED AS TO FORM:

Tom Bunton
County Counsel

Jason M. Searles
Supervising Deputy County Counsel

