

## AMENDMENT NO. 3 TO

### AGREEMENT FOR TRANSFER OF PROPERTY TAX REVENUES

This Amendment (the "Amendment") is entered into by and between the County of San Bernardino ("County") and the City of Chino Hills ("City"). The parties hereby agree as follows:

#### **Recitals**

A. On June 28, 1999, Senate Bill 166 was signed by the Governor and filed with the Secretary of State. SB 166, which is set forth at Stats. 1999, Chap. 45, authorizes the County and City, subject to certain requirements and limitations, to enter into a written agreement for the annual transfer from County to City of a specified percentage of certain additional ad valorem property tax revenues that are attributable to certain classes of improvements to commercial or industrial properties that are identified in the agreement.

B. On February 8, 2000, the County and City entered into an agreement as authorized by SB 166 (the "Agreement"). The Agreement provides that effective July 1, 2000 to June 30, 2037, the 1 % property tax received from any development-related increase in assessed valuation on specified commercial and industrial zoned property shall be split equally by the City and County. The Agreement effectuates the property tax split by raising the City's property tax allocation for such taxes by 5.43% (from 3.9% to 9.33%), and by lowering the County's property tax by 5.43% (from 14.7% to 9.33%).

C. On March 23, 2004, the County and City entered into an Amendment No. 1 to the Agreement in order to modify, on a prospective basis, the allocation percentage so that the City receives all of the County's share of property tax received from any development-related increase in the assessed valuation of the specified commercial and industrial zoned property.

D. On February 28, 2006, the County and City entered into an Amendment No. 2 to the Agreement in order to clarify the properties in the city which would qualify for the ad valorem tax split identified in Exhibit A.

E. The County and City now desire to amend the Agreement to update the definition of "Specified Properties" and remove Exhibit A to the Agreement.

#### **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. Paragraph 2 of the Agreement, including its subparts, as amended by Amendment No. 2, titled "Specified Properties," is deleted and replaced with the following:

“2. Specified Properties.

- a. Properties Subject to Revenue Transfer - This Agreement applies to all commercial or industrial property as defined by the County Assessor, within the incorporated area of the City of Chino Hills, as determined by the County Assessor for the tax year being considered for Revenue Transfer and the property meets both of the following criteria (the "Specified Properties"):
    - i. Commercial or industrial properties classified as Land Type 01 – Industrial , Land Type 02 – Administrative/Professional, Land Type 03 – Commercial as recorded in the Assessor's Property Information Management System; and
    - ii. One of the following conditions is met:
      - A. An existing structure was renovated or expanded on or after January 1, 1999 resulting in an increase in assessed value of at least one million dollars (\$1,000,000); or
      - B. A new structure or structures were built on the property on January 1, 1999 or later.
  - b. Calculation of Revenue Transfer - The County Assessor shall inform the County Auditor/Controller of all properties meeting these criteria so that the County Auditor/Controller can determine the Revenue Transfer, as described in paragraph 3 of the Agreement, as amended. The report will be prepared by the County Assessor using current improvement roll data and provided to the County Auditor-Controller by April 1, prior to the fiscal year for which a Revenue Transfer is to be made."
2. Exhibit A, as amended, is hereby deleted and removed from the Agreement.
3. Timing. This Amendment shall become effective beginning with the 2024/2025 fiscal year that results in a Revenue Transfer on 06/30/2026.
4. Except as amended by this Amendment No.3 and by prior Amendment Nos. 1 and 2, all other terms and conditions of the Agreement shall remain in full force and effect.

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  
San Bernardino County

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Approved to Legal Form

City of Chino Hills

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

By  \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Approved as to Form