

FIRST AMENDMENT TO THE AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF FRESNO AND THE CITY OF ORANGE COVE

This First Amendment to the Amended and Restated Memorandum of Understanding ("First Amendment"), executed on this 9th day of March, 2021, (the "Effective Date"), amends the Amended and Restated Memorandum of Understanding (the "MOU") executed on March 21, 2006, by and between the County of Fresno, a political subdivision of the State of California (hereinafter referred to as "County") and the City of Orange Cove, a municipal corporation of the State of California (hereinafter referred to as "City"). County and City are each a "Party" to this First Amendment and are sometimes collectively referred to as "the Parties" to this First Amendment.

RECITALS:

WHEREAS, the Parties previously entered into a comprehensive MOU, dated March 21, 2006, regarding development, City's sphere of influence, annexation, sales tax, property tax, and other matters impacting both parties; and

WHEREAS, the term of the MOU would, without this First Amendment, expire on March 21, 2021; and

WHEREAS, a First Amendment to the MOU is necessary and desirable to accommodate extension of the MOU for one year from the expiration date of March 21, 2021, to provide additional time for both Parties to complete ongoing negotiations regarding a longer-term extension.

NOW, THEREFORE, County and City hereby agrees to amend the MOU as follows:

**AMENDMENT NO. 1**

1. Section 9.1 "Term of MOU" is deleted in its entirety and replaced with the following:

This RESTATED MOU shall commence as of March 21, 2006 and remain in effect until March 21, 2022, unless terminated prior to that time by mutual agreement of the parties.

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1 In addition, should all or any portion of this RESTATED MOU be declared invalid or inoperative  
2 by a court of competent jurisdiction, or should any party to this RESTATED MOU fail to perform any of  
3 its obligations hereunder, or should any party to this RESTATED MOU take any action to frustrate the  
4 intentions of the parties as expressed in this RESTATED MOU, then in such event, this entire RESTATED  
5 MOU, as well as any ancillary documents entered into by the parties in order to fulfill the intent of this  
6 RESTATED MOU, shall immediately be of no force and effect and, in particular, no property tax exchange  
7 agreement, as required by Section 99 of the Revenue and Taxation Code, shall exist between the CITY  
8 and COUNTY as to unincorporated property.

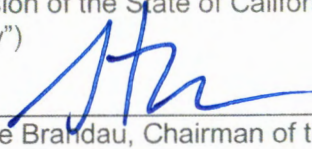
9 2. The Parties agree that this Amendment is sufficient to amend the MOU and that upon  
10 execution of this Amendment, the MOU and this Amendment together shall be considered the MOU.

11 3. The MOU, as hereby amended, is ratified and continued. Unless expressly modified by  
12 the terms of this First Amendment, all other terms of the MOU remain in full force and effect.

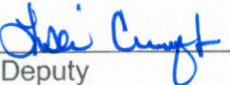
13 (Signature page follows.)  
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1 IN WITNESS WHEREOF, the Parties hereto have executed this FIRST Amendment, on the date  
2 set forth above.

3 COUNTY OF FRESNO, a Political  
4 Subdivision of the State of California  
5 ("County")

6 By:   
7 Steve Brandau, Chairman of the  
8 Board of Supervisors of the County  
9 of Fresno

10 ATTEST:  
11 Bernice E. Seidel  
12 Clerk of the Board of Supervisors  
13 County of Fresno, State of California

14 By:   
15 Deputy

CITY OF ORANGE COVE, a Municipal  
Corporation of the State of California  
("City")

By:   
Victor P. Lopez, Mayor  
City of Orange Cove

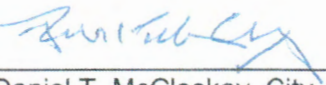
ATTEST:  
June V. Lopez-Bracamontes,  
City Clerk, City of Orange Cove

By:   
June V. Lopez-Bracamontes, City Clerk

REVIEWED AND RECOMMENDED FOR  
APPROVAL:

By:   
Rudy Hernandez, Interim City Manager

APPROVED AS TO LEGAL FORM:

By:   
Daniel T. McCloskey, City Attorney