

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

5 This First Amendment to the Amended and Restated Memorandum of Understanding
6 ("First Amendment"), executed on this 21st day of September, 2021, ("Effective Date"),
7 by and between the County of Fresno, a political subdivision of the State of California
8 ("County") and the City of Firebaugh, a municipal corporation of the State of California ("City").
9 County and City are each a "Party" to this First Amendment and are sometimes collectively
10 referred to as "the Parties" to this First Amendment.

RECITALS

- 12 A. The Parties previously entered into a comprehensive agreement covering development,
13 annexations, sales taxes, property taxes, redevelopment and other matters, which is
14 entitled "Amended and Restated Memorandum of Understanding Between the County
15 of Fresno, the City of Firebaugh, and the Firebaugh Redevelopment Agency," dated
16 March 22, 2011, ("MOU").
- 17 B. As of February 1, 2012, the Firebaugh Redevelopment Agency ("FRA") automatically
18 dissolved pursuant to ABx1 26, any remaining functions of the FRA were assumed by
19 the City acting as the Successor Agency.
- 20 C. The City has notified the County of its desire to expand its Sphere of Influence (SOI) to
21 include approximately 141.25 acres of unincorporated areas generally located one the
22 west and east side of N. Washoe Avenue between W. Bullard and W. Nees Avenues
23 (hereinafter "SOI Expansion"), as shown in **Revised Exhibit 3**, a true and correct copy
24 of which is attached hereto and incorporated herein by this reference.
- 25 D. The City has determined that the area proposed for SOI expansion includes critical land
26 uses that would provide for orderly growth that ensures services are available and a
27 high quality of life for both current County residents and future City residents.

1 E. The County concurs that the proposed SOI expansion would positively contribute to the
2 unification of logical urban growth and efficient delivery of urban services within the City
3 and the City's SOI.

4 F. The Parties recognize that this First Amendment to the MOU is necessary to
5 accommodate the proposed expansion of the City's SOI.

6 **FIRST AMENDMENT TO MOU**

7 The County and City therefore agree as follows:

8 1. **Revised Exhibit 3** shall replace "Exhibit 3" to the MOU.

9 2. Upon the Effective Date of this First Amendment, the MOU and this First
10 Amendment shall together constitute the Agreement.

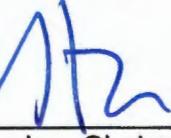
11 3. The MOU, as amended by this First Amendment is ratified and continued. Unless
12 expressly modified by the terms of this First Amendment, all other terms of the MOU remain in
13 full force and effect.

14 **(Signature page follows.)**

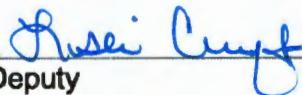
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1 IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment, on
2 the date set forth above.

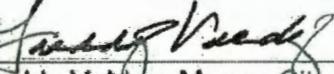
3 COUNTY OF FRESNO, a Political
4 Subdivision of the State of California

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

9 ATTEST:
10 Bernice E. Seidel
11 Clerk to the Board of Supervisors

12 By: 
13 Deputy

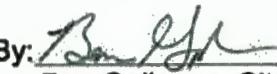
14 CITY OF FIREBAUGH, a Municipal
15 Corporation of the State of California

16 By: 
17 Freddy Valdez, Mayor, City of Firebaugh

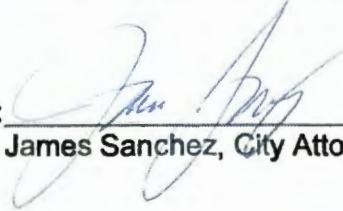
18 ATTEST:
19 Rita Lozano
20 City Clerk, City of Firebaugh

21 By: 
22 Rita Lozano, City Clerk

23 REVIEWED AND RECOMMENDED FOR
24 APPROVAL:

25 By: 
26 Ben Gallegos, City Manager

27 APPROVED AS TO LEGAL FORM:

28 By: 
29 James Sanchez, City Attorney

Revised Exhibit 3

