

SECOND AMENDMENT TO
2017 AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
COUNTY OF FRESNO AND CITY OF CLOVIS

This Second Amendment to the 2017 Amended and Restated Memorandum of Understanding (“Second Amendment”) is made and executed this 23rd day of October, 2018 (“Effective Date”), by and between the County of Fresno, a political subdivision of the State of California (“County”) and the City of Clovis, a municipal corporation of the State of California (“City”), with respect to the following Recitals, which are a substantive part of this Second Amendment. County and City are each a “party” to this Second Amendment and are sometimes collectively referred to as “the parties” to this Second Amendment.

RECITALS

A. On June 6, 2017, the parties entered into an Amended and Restated Memorandum of Understanding (“MOU”), a comprehensive agreement covering development, annexations, sales taxes, property taxes, and other matters, which is on file with County and City.

B. The MOU addresses development within the City’s then constituted Sphere of Influence (“SOI”), as depicted in **Exhibit A**.

C. Clovis desires to expand its SOI to include portions of its planned Northeast Urban Center, primarily for the purposes of regional commercial and industrial job developing uses, with other compatible uses necessary to aid in the job developing uses (“Northeast Expansion Area”). The area to be included is identified as a special study area in the MOU, shown on Exhibit 4 of the MOU, and depicted herein in **Exhibit B**; however, this area is no longer identified as a special study area in this Second Amendment.

D. County agrees that regional job generating uses are of high importance, and concurs with City’s SOI being amended to include the Northeast Expansion Area, subject to the terms and conditions set forth in this Second Amendment.

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1 E. Expansion of City's SOI provides for orderly development in this area and represents an
2 important part of the City's Northeast Urban Center as identified in the 2014 Clovis General Plan. The
3 Northeast Expansion Area includes critical land uses that will positively contribute to unification of logical
4 urban growth and efficient delivery of urban services within the City's SOI.

5 F. An amendment to the MOU is necessary to accommodate the Northeast Expansion Area.

6 **NOW, THEREFORE**, County and City hereby agree as follows:

7 1. Amendment of SOI. County consents to an amendment of City's SOI to include the
8 Northeast Expansion Area as depicted herein as **Exhibit C**, and City may process the amendment through
9 the Fresno Local Agency Formation Commission (LAFCo).

10 2. Plans. Prior to the first proposed annexation within the Northeast Expansion Area, City
11 shall have completed a comprehensive Master Plan for the entire area, identifying all of the proposed uses
12 for the Northeast Expansion Area, including, but not limited to; land use diagrams, public facilities, design
13 standards, an annexation schedule/strategy for uses other than commercial and industrial (public facilities
14 shall be exempt from this requirement), and other matters necessary for proper planning of the area
15 ("Master Plan"). The Master Plan shall be accompanied by the following:

16 (1) Appropriate environmental review under the California Environmental Quality
17 Act.

18 (2) Updates to the City's Master Service Plans (water, wastewater, recycled water)
19 showing City's ability to serve the proposed annexation area.

20 (3) Any proposed amendments to City's General Plan.

21 (4) Any proposed amendments to the City's Development Code.

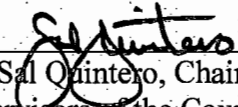
22 3. Notice and Consultation. City shall notify and consult with County in the early stages of
23 preparing the Master Plan, and not less than 180 days before the first scheduled public hearing.

24 4. MOU Exhibit 4, Exhibit 5, and Exhibit 6. The map included as **Exhibit A**, attached hereto
25 and incorporated herein by this reference, shall replace Exhibit 6 to the MOU as of the Effective Date of
26 this Second Amendment. The map included as **Exhibit C**, attached hereto and incorporated herein by this
27 reference, shall replace Exhibit 4 and Exhibit 5 to the MOU as of the Effective Date of this Second
28 Amendment.

5. Other terms of MOU Unaffected. Except as expressly modified by the terms of this Second Amendment, all other terms of the MOU shall remain in full force and effect.

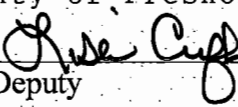
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in the County of Fresno, State of California, effective on the dates set forth above.

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

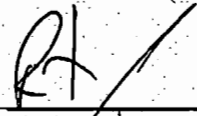
By: 
Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

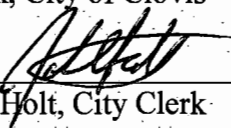
By: 
Deputy

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

By: 
Bob Whalen, Mayor
City of Clovis

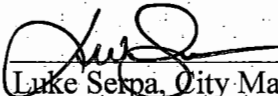
ATTEST:

JOHN HOLT
City Clerk, City of Clovis

By: 
John Holt, City Clerk

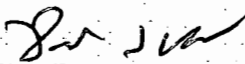
**REVIEWED AND RECOMMENDED FOR
APPROVAL:**

LUKE SERPA
City Manager, City of Clovis

By: 
Luke Serpa, City Manager

APPROVED AS TO LEGAL FORM:

DAVID J. WOLFE, City Attorney, City of
Clovis

By: 
David J. Wolfe, City Attorney

