

1 FOURTH AMENDMENT TO THE AMENDED AND RESTATED
 2 MEMORANDUM OF UNDERSTANDING BETWEEN
 3 THE COUNTY OF FRESNO AND THE CITY OF SANGER
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5 This Fourth Amendment to the Amended and Restated Memorandum of Understanding (“Fourth
 6 Amendment”), executed on this 16th day of November, 2021 (“Effective Date”), amends the
 7 Amended and Restated Memorandum of Understanding (the “MOU”) executed on December 13, 2005,
 8 as previously amended, by and between the County of Fresno, a political subdivision of the State of
 9 California (“County”), and the City of Sanger, a municipal corporation of the State of California (“City”).
 10 County and City are each a “Party” to this Fourth Amendment and are collectively “the Parties.”

11 RECITALS:

12 WHEREAS, the Parties previously entered into a comprehensive MOU, dated December 13,
 13 2005, regarding development, City’s sphere of influence, annexation, sales tax, property tax, and other
 14 matters impacting both parties; and

15 WHEREAS, the Parties have previously extended the term of the MOU to negotiate a long-term
 16 extension; and

17 WHEREAS, the current term of the MOU is scheduled to expire on December 13, 2021; and

18 WHEREAS, a Fourth Amendment to the MOU is necessary and desirable to accommodate
 19 extension of the MOU for one year from the expiration date of December 13, 2021, to provide additional
 20 time for both Parties to complete ongoing negotiations regarding a longer-term extension.

21 NOW, THEREFORE, County and City hereby agree as follows:

- 22 1. Section 9.1 “Term of MOU” is hereby amended to read in its entirety as follows:

23 This RESTATED MOU shall commence as of the December 13, 2005 and remain in effect until
 24 December 13, 2022, unless terminated prior to that time by mutual agreement of the parties. Further,
 25 the post-termination remedies and provisions set forth in Section 9.9 this Restated MOU shall survive its
 26 termination.

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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. Upon the Effective Date of this Fourth Amendment, the MOU, as previously amended,
10 and this Fourth Amendment collectively constitute the MOU.

11 3. The MOU, as amended by this Fourth Amendment, is ratified and continued.

12 4. Unless expressly modified by the terms of this Fourth Amendment, all other terms of the
13 MOU remain in full force and effect.

14 (Signature page follows.)
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the
2 Effective Date.

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

6 By: Steve Brandau
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: Rosie Cruz
15 Deputy

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

By: Eli Ontiveros
Eli Ontiveros, Mayor
City of Sanger

ATTEST:
Rebeca P. Ramirez,
City Clerk, City of Sanger

By: Rebeca P. Ramirez
Rebeca P. Ramirez, City Clerk

REVIEWED AND RECOMMENDED FOR
APPROVAL:

By: Tim Chapa
Tim Chapa, City Manager

APPROVED AS TO LEGAL FORM:

By: Hilda Cantu Montoya
Hilda Cantu Montoya, City Attorney