

1 FIRST AMENDMENT TO THE AMENDED AND RESTATED  
2 MEMORANDUM OF UNDERSTANDING BETWEEN  
3 THE COUNTY OF FRESNO AND THE CITY OF KINGSBURG  
4

5 This First Amendment to the Amended and Restated Memorandum of Understanding ("First  
6 Amendment"), executed on this 26th day of January, 2021, (the "Effective Date"), amends  
7 the Amended and Restated Memorandum of Understanding (the "MOU") executed on January 31, 2006,  
8 by and between the County of Fresno, a political subdivision of the State of California (hereinafter referred  
9 to as "County") and the City of Kingsburg, a municipal corporation of the State of California (hereinafter  
10 referred to as "City"). County and City are each a "Party" to this First Amendment and are sometimes  
11 collectively referred to as "the Parties" to this First Amendment.

12 RECITALS:

13 WHEREAS, the Parties previously entered into a comprehensive MOU, dated January 31, 2006,  
14 regarding development, City's sphere of influence, annexation, sales tax, property tax, and other matters  
15 impacting both parties; and

16 WHEREAS, the term of the MOU would, without this First Amendment, expire on January 31,  
17 2021; and

18 WHEREAS, a First Amendment to the MOU is necessary and desirable to accommodate  
19 extension of the MOU for one year from the expiration date of January 31, 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 agrees to amend the MOU as follows:

22 **AMENDMENT NO. 1**

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

24 This RESTATED MOU shall commence as of January 31, 2006 and remain in effect until January  
25 31, 2022, unless terminated prior to that time by mutual agreement of the parties.

26 ///

27 ///

28 ///

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.

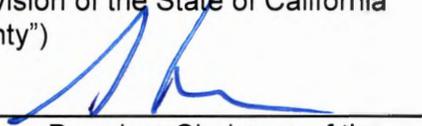
9 2. The Parties agree that this Amendment is sufficient to amend the Agreement and that  
10 upon execution of this Amendment, the Agreement and this Amendment together shall be considered  
11 the Agreement.

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

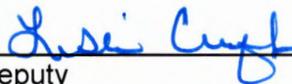
14 (Signature page follows.)  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

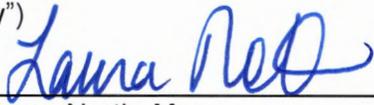
3 COUNTY OF FRESNO, a Political  
4 Subdivision of the State of California  
("County")

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

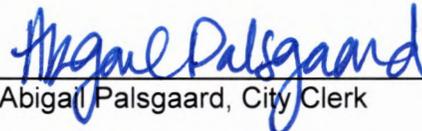
8 ATTEST:  
9 Bernice E. Seidel  
10 Clerk of the Board of Supervisors  
11 County of Fresno, State of California

12 By:   
13 Deputy

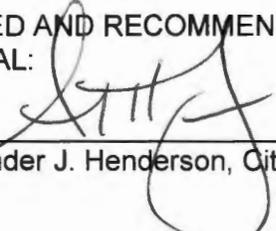
CITY OF KINGSBURG, a Municipal  
Corporation of the State of California  
("City")

By:   
Laura North, Mayor  
City of Kingsburg

ATTEST:  
Abigail Palsgaard,  
City Clerk, City of Kingsburg

By:   
Abigail Palsgaard, City Clerk

REVIEWED AND RECOMMENDED FOR  
APPROVAL:

By:   
Alexander J. Henderson, City Manager

APPROVED AS TO LEGAL FORM:

By:   
Michael Noland, City Attorney