

THIRD AMENDMENT TO THE AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF FRESNO AND THE CITY OF SANGER

This Third Amendment to the Amended and Restated Memorandum of Understanding ("Third Amendment"), executed on this 3rd day of November, 2020, (the "Effective Date"), amends the Amended and Restated Memorandum of Understanding (the "MOU") executed on December 13, 2005, as amended, by and between the County of Fresno, a political subdivision of the State of California (hereinafter referred to as "County") and the City of Sanger, a municipal corporation of the State of California (hereinafter referred to as "City"). County and City are each a "Party" to this Third Amendment and are sometimes collectively referred to as "the Parties" to this Third Amendment.

RECITALS:

WHEREAS, the Parties previously entered into a comprehensive MOU, dated December 13, 2005, 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 Third Amendment, expire on December 13, 2020; and

WHEREAS, a Third Amendment to the MOU is necessary and desirable to accommodate extension of the MOU for one year from the expiration date of December 13, 2020, 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 hereby amended to read in its entirety as follows:

This RESTATED MOU shall commence as of the December 13, 2005 and remain in effect until December 13, 2021, unless terminated prior to that time by mutual agreement of the parties. Further, the post-termination remedies and provisions set forth in Section 9.9 this Restated MOU shall survive its 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. Unless expressly modified by the terms of this Third Amendment, all other terms of the  
10 MOU remain in full force and effect.

11 (Signature page follows.)  
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Third 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: Ernest Buddy Mendes  
7 Ernest Buddy Mendes, 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: Isela Cruz  
15 Deputy

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

By: Frank Gonzalez  
Frank Gonzalez, Mayor  
City of Sanger

ATTEST:  
Rebeca Padron,  
City Clerk, City of Sanger

By: Rebeca Padron  
Rebeca Padron, City Clerk

REVIEWED AND RECOMMENDED FOR  
APPROVAL:

By: Tim Chapa  
Tim Chapa, City Manager

APPROVED AS TO LEGAL FORM:

By: Hilda Cantu Montoy  
Hilda Cantu Montoy, City Attorney