

1 SECOND AMENDMENT TO THE AMENDED AND RESTATED
2 MEMORANDUM OF UNDERSTANDING BETWEEN
3 THE COUNTY OF FRESNO AND THE CITY OF MENDOTA
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5 This Second Amendment to the Amended and Restated Memorandum of Understanding
6 ("Second Amendment"), executed on this 26th day of January, 2021, (the "Effective Date"),
7 amends the Amended and Restated Memorandum of Understanding (the "MOU") executed on February
8 7, 2006, by and between the County of Fresno, a political subdivision of the State of California (hereinafter
9 referred to as "County") and the City of Mendota, a municipal corporation of the State of California
10 (hereinafter referred to as "City"). County and City are each a "Party" to this Second Amendment and
11 are sometimes collectively referred to as "the Parties" to this Second Amendment.

12 RECITALS:

13 WHEREAS, the Parties previously entered into a comprehensive MOU, dated February 7, 2006,
14 regarding development, City's sphere of influence, annexation, sales tax, property tax, and other matters
15 impacting both parties; and

16 WHEREAS, on July 8, 2008, the Parties executed a First Amendment to the MOU to
17 accommodate expansion and development of City's public facilities (wastewater treatment facility and
18 pool park); and

19 WHEREAS, the term of the MOU would, without this Second Amendment, expire on February 7,
20 2021; and

21 WHEREAS, a Second Amendment to the MOU is necessary and desirable to accommodate
22 extension of the MOU for one year from the expiration date of February 7, 2021, to provide additional
23 time for both Parties to complete ongoing negotiations regarding a longer-term extension.

24 NOW, THEREFORE, County and City hereby agree to amend the MOU as follows:

25 **AMENDMENT NO. 1**

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

27 This RESTATED MOU shall commence as of February 7, 2006 and remain in effect until February
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1 7, 2022, unless terminated prior to that time by mutual agreement of the parties.

2 In addition, should all or any portion of this RESTATED MOU be declared invalid or inoperative
3 by a court of competent jurisdiction, or should any party to this RESTATED MOU fail to perform any of
4 its obligations hereunder, or should any party to this RESTATED MOU take any action to frustrate the
5 intentions of the parties as expressed in this RESTATED MOU, then in such event, this entire RESTATED
6 MOU, as well as any ancillary documents entered into by the parties in order to fulfill the intent of this
7 RESTATED MOU, shall immediately be of no force and effect and, in particular, no property tax exchange
8 agreement, as required by Section 99 of the Revenue and Taxation Code, shall exist between the CITY
9 and COUNTY as to unincorporated property.

10 2. The Parties agree that this Second Amendment is sufficient to amend the MOU and that
11 upon execution of this Second Amendment, the Amended and Restated Memorandum of Understanding,
12 the First Amendment and this Second Amendment together shall be considered the MOU.

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

15 (Signature page follows.)
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1 IN WITNESS WHEREOF, the Parties hereto have executed this SECOND Amendment, on the
2 date set forth above.

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

6 By: [Signature]
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: [Signature]
15 Deputy

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

By: [Signature]
Rolando Castro, Mayor
City of Mendota

ATTEST:
Celeste Cabrera-Garcia, MPA,
City Clerk, City of Mendota

By: [Signature]
Celeste Cabrera-Garcia, MPA, City Clerk



REVIEWED AND RECOMMENDED FOR
APPROVAL:

By: [Signature]
Cristian Gonzalez, City Manager

APPROVED AS TO LEGAL FORM:

By: [Signature]
John Kinsey, City Attorney