

Exhibit "A"

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SECOND AMENDMENT TO**  
**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE COUNTY OF FRESNO, THE CITY OF CLOVIS**  
**AND THE CLOVIS COMMUNITY DEVELOPMENT AGENCY**

This Second Amendment to Memorandum of Understanding and executed on this 8<sup>th</sup> day of November, 2005 (the "Effective Date"), by and between the County of Fresno, a political subdivision of the State of California (hereinafter referred to as "County"), the City of Clovis, a municipal corporation of the State of California (hereinafter referred to as "City"), and the Clovis Community Development Agency, a redevelopment agency organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"). (County, City, and Agency are sometimes collectively referred to as "the Parties.")

**RECITALS:**

WHEREAS, the Parties previously entered into a comprehensive agreement covering development, annexations, sales taxes, property taxes, redevelopment and other matters, which is entitled "Memorandum of Understanding Between the County of Fresno, the City of Clovis, and the Clovis Community Development Agency," dated August 21, 1990 (hereinafter "MOU"); and

WHEREAS, the Parties entered into a First Amendment to the MOU on June 25, 2002, in recognition of an expanded City Sphere of Influence which had been approved by the Fresno County Local Agency Formation Commission on December 20, 2000, and to recognize and respond to changes in the urban growth and development environment that occurred since 1990 (hereinafter "First Amendment to the MOU"); and

WHEREAS, it has become apparent to the Parties that an additional amendment to the MOU is necessary and desirable to accommodate changes in the patterns of new urban growth and development that City is experiencing as it regulates and facilitates the build-out of its Sphere of Influence; and

1 WHEREAS, City has indicated that development applications have been presented to the City  
2 for a 410-acre master planned development known as the Harlan Ranch Project located within a large  
3 triangular portion of the City's Sphere of Influence generally bounded by DeWolf Avenue, Shepherd  
4 Avenue, and State Route 168; and

5 WHEREAS, for the Harlan Ranch Project to be developed, it must be annexed to the City which  
6 would extend a peninsula of the City eastward along the south side of Shepherd Avenue, which  
7 peninsula would be consistent with the current City Sphere of Influence but would not be consistent with  
8 the standard of annexation set forth in Exhibit 1 of the MOU; and

9 WHEREAS, the Harlan Ranch Project represents a logical development pattern in that it is under  
10 one ownership and will be designed with a unified development plan to ensure a high quality of urban  
11 form and services; and

12 WHEREAS, the annexation of the Harlan Ranch Project would impact the unincorporated rural  
13 residential area within the City's Sphere of Influence consisting of approximately 520 acres south of  
14 Shepherd Avenue, North of SR 168 between Temperance and Dewolf Avenues (The Locan/Nees  
15 Neighborhood as shown in Exhibit 1, attached and incorporated herein by reference); and

16 WHEREAS, the parties recognize that this Second Amendment to the MOU is necessary to  
17 accommodate the Harlan Ranch Project annexation.

18 **NOW, THEREFORE,** County, City and Agency hereby agree to amend the MOU as follows:

19 **AGREEMENT**

20 1. Section 2.6 is added to Article II, as follows:

21 "2.6. At such time as City applies to LAFCo for the annexation of the Harlan Ranch  
22 Project, the boundaries of which are described in Exhibit 1 attached and incorporated herein by  
23 reference, County agrees to express support for the annexation by letter or by staff appearance  
24 before LAFCo."  
25  
26  
27  
28

LOZAN SMITH  
2800 28th Street, Suite 200, Santa Monica, CA 90405  
Tel 310-382-5300 Fax 310-382-5310

1           2.       Section 2.7 is added to Article II, as follows:

2                    "2.7. The County and the City agree that the Locan/Nees Neighborhood would be best  
3 served by being annexed to the City, and the County and the City each agree to support  
4 annexation of the area and will express such support to LAFCo at appropriate times as set forth  
5 herein. Clovis agrees to initiate a single annexation of the entire Locan/Nees Neighborhood and  
6 hold a series of noticed public meetings with the Locan/Nees Neighborhood residents and  
7 property owners commencing in January, 2006 in order to exchange information regarding  
8 annexation and neighborhood concerns. The County will provide staff to assist with annexation  
9 related information at such meetings, including information regarding the tax consequence of  
10 annexation for property upon which development is not proposed. The City shall request  
11 LAFCo to schedule a hearing on the single annexation application in March, 2006.  
12

13                    In accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act  
14 of 2000, if LAFCo approves the annexation of the Locan/Nees Neighborhood and there is an  
15 insufficient protest, the area will be annexed to the City. If there is a protest sufficient to require  
16 an election, the City will continue with the LAFCo process through the election procedure.  
17

18                    If LAFCo fails to approve the annexation of the entire Locan/Nees Neighborhood, or if  
19 the annexation is defeated at an election, the City will make good faith efforts to actively pursue  
20 incremental annexation of the area as the consent of various property owners can be obtained  
21 and logical annexation areas can be defined, emphasizing annexations of parcels of five acres or  
22 less until the entire Locan/Nees Neighborhood area is annexed.  
23

24                    In connection with the annexation of the Locan/Nees Neighborhood, the City shall accept  
25 responsibility for any existing code enforcement issues for annexed properties. The City shall  
26 pay required annexation fees and costs in addition to providing other preparation work. The City  
27

1 shall be responsible for the Fire District Transition Fee in accordance with its Transition  
2 Agreement with the Fresno County Fire District.

3 3. Section 2.8 is added to Article II, as follows:

4 "2.8. Upon the completion of the Harlan Ranch Project annexation, the City agrees to do  
5 the following:

6 a. The City shall provide police services in the Locan/Nees Neighborhood consistent  
7 with an existing agreement with the Fresno County Sheriff to the effect that the City of Clovis  
8 Police Department shall respond to crimes in progress when there is a threat to life, and shall  
9 respond to emergency situations including traffic accidents resulting in injury, and shall conduct  
10 specific traffic enforcement activities as requested by the Fresno County Director of Public  
11 Works and Planning.

12 b. In accordance with the terms of the written agreement between the City and the  
13 Fresno County Fire Protection District, the City of Clovis Fire Department will respond to  
14 structure fires and medical emergencies.

15 c. When development activity requires the construction of municipal utilities in  
16 county road rights-of-way within the Locan/Nees Neighborhood, the City shall require  
17 reconstruction of affected sections of such roads to City standard cross-section specifications.

18 d. The City shall provide for the pick up and removal of illicitly dumped trash and  
19 debris on not less than a bi-weekly basis, within the rights-of-way of Nees, Alluvial, Locan and  
20 Dewolf Avenues within the confines of the Locan/Nees Neighborhood.

21 e. As a part of its development entitlement process, City shall require developers to  
22 obtain a County encroachment permit prior to constructing storm drainage improvements in  
23 county roads within the Locan/Nees Neighborhood."

24 4. Section 2.9 is added to Article II, as follows:  
25  
26  
27  
28

LOZANO SMITH  
2800 28th Street, Suite 200 Santa Monica, CA 90405  
Tel 310-382-5300 Fax 310-382-5310

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

"2.9. The County and the City each have approved the "Program for the Development and Annexation of the Locan/Nees Neighborhood," dated October 10, 2005. The County and the City each agree to make the document available, free of charge, to residents and property owners within and near the Locan/Nees Neighborhood."

5. Section 2.10 is added to Article II, as follows:

"2.10. Upon completion of the Harlan Ranch Project annexation, annexations within the Locan/Nees Neighborhood shall be deemed to reduce County islands and minimize creation of peninsulas and corridors or other distortions in boundaries.

6. Unless expressly modified by the terms of this Second Amendment, all other terms of the MOU, and of the First Amendment to the MOU, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Memorandum of Understanding in the County of Fresno, State of California, on the date set forth above.

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

By: Judith M. Carr  
Chairman, Board of Supervisors

**ATTEST:**  
Bernice E. Seidel  
Clerk to the Board of Supervisors

By: Juan Flores

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

By: [Signature]  
Mayor, City of Clovis

**CLOVIS COMMUNITY DEVELOPMENT AGENCY**, a California Redevelopment Agency ("Agency")

By: [Signature]  
Chairman, Board of Directors

LOZANO SMITH  
2800 28th Street, Suite 200 Santa Monica, CA 90405  
Tel 310-382-5300 Fax 310-382-5310

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

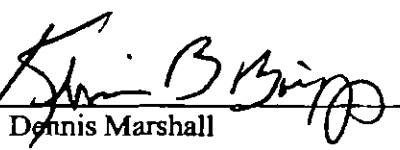
**REVIEWED AND RECOMMENDED FOR APPROVAL:**

**BART BOHN**  
County Administrative Officer

By:   
Bart Bohn

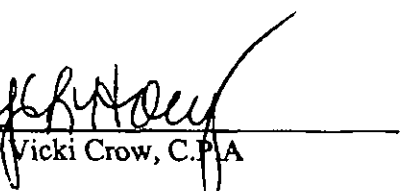
**APPROVED AS TO LEGAL FORM:**

**DENNIS MARSHALL**  
Fresno County Counsel

By:   
for Dennis Marshall

**APPROVED AS TO ACCOUNTING FORM:**

**VICKI CROW, C.P.A.**  
Auditor-Controller/Treasurer-Tax Collector

By:   
Vicki Crow, C.P.A.

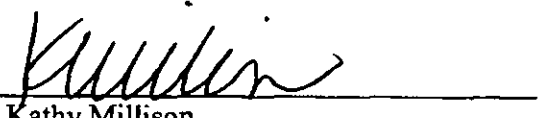
**ATTEST:**

**JOHN HOLT**  
City Clerk, City of Clovis, and Secretary,  
Clovis Community Development Agency

By:   
John Holt


**REVIEWED AND RECOMMENDED FOR APPROVAL:**

**KATHY MILLISON**  
City Manager, City of Clovis, and Executive  
Director, Clovis Community Development  
Agency

By:   
Kathy Millison

**APPROVED AS TO LEGAL FORM:**

**THOMAS J. RIGGS**, City Attorney, City of  
Clovis and Agency Counsel for Clovis  
Community Development Agency

By:   
Thomas J. Riggs

October 14, 2005



# EXHIBIT 1 LOCAN - NEES NEIGHBORHOOD

- Locan - Nees Neighborhood
- Harlan Ranch Project
- City of Clovis (City Limits)
- Sphere of Influence



1" = 1,500'