

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF MERCED  
COUNTY OF MERCED  
MERCED UNION HIGH SCHOOL DISTRICT  
MERCED COUNTY OFFICE OF EDUCATION**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING is made and entered into this 31<sup>st</sup> day of December, 2025, by and between the City of Merced, a California Charter Municipal Corporation (hereinafter referred to as the "City"), the County of Merced, a Political Subdivision of the State of California, (hereinafter referred to as the "County"), the Merced Union High School District (hereinafter referred to as the "MUHSD"), the Merced County Office of Education (hereinafter referred to as the "MCOE"), referred to collectively herein as the "Parties" and each "Party".

WHEREAS, the Parties entered into a Memorandum of Understanding dated October 17, 2023 ("MOU"); and,

WHEREAS, the Parties desire to amend the MOU to extend the term.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 3, "TERM OF THE AGREEMENT," of the MOU is hereby amended to read as follows:

"The term of this Agreement shall commence from the date it is fully executed by the Parties and continue until June 30, 2026, unless sooner terminated as provided herein. This agreement may be executed through execution of an amendment by the Parties."

2. Except as herein amended, the MOU dated October 17, 2023, shall remain in full force and effect.

/ / /

/ / /

IN WITNESS WHEREOF, the parties have caused this First Amendment to Memorandum of Understanding to be executed on the date first above written.

COUNTY OF MERCED  
A Political Subdivision of  
The State of California

CITY OF MERCED  
a California Charter Municipal  
Corporation

By: \_\_\_\_\_

By: [Signature]

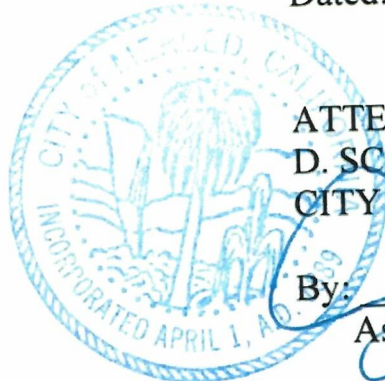
Dated: \_\_\_\_\_

Dated: 12/23/25

ATTEST:  
CLERK OF THE BOARD

ATTEST:  
D. SCOTT MCBRIDE,  
CITY CLERK

By: \_\_\_\_\_  
Deputy



By: [Signature]  
Assistant/Deputy City Clerk

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM  
CRAIG J. CORNWELL,  
CITY ATTORNEY

By: \_\_\_\_\_

By: [Signature]  
City Attorney

Dated: \_\_\_\_\_

Dated: 10/21/2025

559  
FUNDS/ACCOUNTS VERIFIED

[Signature] 12/23/25  
FINANCE OFFICE DATE #1474

No funds to encumber. [Signature] 12/23/25  
FL 12/23/25  
DL 12/23/25

IN WITNESS WHEREOF, the parties have caused this First Amendment to Memorandum of Understanding to be executed on the date first above written.

COUNTY OF MERCED  
A Political Subdivision of  
The State of California

By: [Signature]

Dated: DEC 09 2025

CITY OF MERCED  
a California Charter Municipal  
Corporation

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy

ATTEST:  
D. SCOTT MCBRIDE,  
CITY CLERK

By: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO LEGAL FORM

By: [Signature]  
Forrest W. Hansen

Dated: 11-26-25

APPROVED AS TO LEGAL FORM  
CRAIG J. CORNWELL,  
CITY ATTORNEY

By: [Signature]  
City Attorney

Dated: 10/21/2025

<sup>589</sup>  
FUNDS/ACCOUNTS VERIFIED

[Signature] 12/23/25

FINANCE OFFICE

no funds to encumber.

DATE #1474  
JC 12/23/25  
DL 12/28/25  
SL 12/31/25

MERCED UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_

Dated: \_\_\_\_\_

MERCED COUNTY OFFICE OF EDUCATION

By: [Signature]

Dated: 11.5.2005

ATTEST:

By: Yolande Campos  
Clerk

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_

Dated: \_\_\_\_\_

MERCED UNION HIGH SCHOOL DISTRICT

By: Kurt Kollmann

Dated: Nov. 12, 2025

ATTEST:

By: [Signature]  
Clerk

APPROVED AS TO LEGAL FORM

By: [Signature]

Dated: 11/20/25

MERCED COUNTY OFFICE OF EDUCATION

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_

Dated: \_\_\_\_\_



# CITY OF MERCED

Merced Civic Center  
678 W. 18th Street  
Merced, CA 95340

## Legislation Details (With Text)

**File #:** 25-1056      **Version:** 1      **Name:**  
**Type:** Consent Item      **Status:** Agenda Ready  
**File created:** 11/18/2025      **In control:** City Council/Public Finance and Economic Development Authority/Parking Authority  
**On agenda:** 12/1/2025      **Final action:**  
**Title:** SUBJECT: Approval of a First Amendment to Memorandum of Understanding Between City of Merced, Merced County, Merced Union High School District, and Merced County Office of Education Extending the Term to June 30, 2026, Pertaining to Community Park #42.

### REPORT IN BRIEF

Considers approving a First Amendment to Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District, and Merced County Office extending the term of this Memorandum of Understanding to June 30, 2026, regarding Community Park #42.

### RECOMMENDATION

City Council - Adopt a motion:

A. Approving a First Amendment to Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District, and Merced County Office of Education extending the term of this Memorandum of Understanding to June 30, 2026; and,

B. Authorizing the City Manager to execute the necessary documents.

### Sponsors:

### Indexes:

### Code sections:

**Attachments:** 1. CP-42 First Amendment MOU between City of Merced, Merced County, MUHSD, & MCOE, 2. CP-42 MOU between City of Merced, Merced County, MUHSD, & MCOE dated October 17, 2023

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

*Report Prepared by: Christopher Jensen, Director, Parks & Community Services*

**SUBJECT:** Approval of a First Amendment to Memorandum of Understanding Between City of Merced, Merced County, Merced Union High School District, and Merced County Office of Education Extending the Term to June 30, 2026, Pertaining to Community Park #42.

### REPORT IN BRIEF

Considers approving a First Amendment to Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District, and Merced County Office extending the term of this Memorandum of Understanding to June 30, 2026, regarding Community Park #42.

### RECOMMENDATION

City Council - Adopt a motion:

A. Approving a First Amendment to Memorandum of Understanding between City of Merced, Merced

County, Merced Union High School District, and Merced County Office of Education extending the term of this Memorandum of Understanding to June 30, 2026; and,

B. Authorizing the City Manager to execute the necessary documents.

### **ALTERNATIVES**

1. Approve, as recommend by Staff; or,
2. Approve, subject to other than recommended by Staff; or,
3. Deny; or,
4. Refer to Staff for reconsideration of specific items; or,
5. Continue to a future meeting.

### **AUTHORITY**

Merced City Charter, Section 200

### **CITY COUNCIL PRIORITIES**

City Council's FY 25/26 Goals and Priorities- Complete CP42 JPA formation and CP42 North entitlements

### **DISCUSSION**

In 2023 City Council entered into a Memorandum of Understanding with the County of Merced, Merced Union High School District, and the Merced County Office of Education to collaborate on the development of CP-42 and the operation of the Regional Sports Complex. Merced County obligated 1.5 million dollars in American Rescue Plan Act funding and Merced Union High School District has obligated roughly 38 acres of land immediately to the north of the City parcel (CP42 south) currently under construction.

The MOU outlined City responsibilities of annexation, conceptual design & operational proforma, along with Annexation and Environmental Review. Each of those roles is either pending completion or still underway. However, in an effort to maximize funding as much as possible the City still has approximately \$1,200,000 available from the County's contribution of ARPA funding. In reviewing potential options for use of the available funding the pending Partners have agreed to utilize \$300,000 on CP42 North Engineering, and the remaining \$900,000 on further developments of CP42 South to ensure immediate potential for generating revenues.

In addition, these parties are extending their commitment to form a Joint Powers Authority (JPA) in the future to oversee operations of the Sports Complex. The responsibilities of each party under the JPA are as follow:

#### City of Merced

1. The City shall serve as lead agency for the Project, in consultation with the County.
2. The City shall be jointly responsible, along with MUHSD, for maintenance of the MUHSD Property until the JPA is established.
3. The City shall cooperate with the Parties as necessary to facilitate the Project.

#### Merced County

1. The County shall contribute the Funding.
2. The County shall cooperate with the City in determining how the MUHSD Property is developed.
3. The County shall support annexation of the MUHSD Property.
4. The County shall cooperate with the Parties as necessary to facilitate the Project.

### MUHSD

1. MUHSD consents to City operating as lead agency for the Project.
2. MUHSD shall contribute the MUHSD Property to the JPA upon formation.
3. MUHSD shall be jointly responsible, along with the City, for maintenance of the MUHSD Property until the JPA is established.
4. MUHSD shall cooperate with the Parties as necessary to facilitate the Project.

### MCOE

1. MCOE shall contribute Six Hundred Fifty Thousand Dollars (\$650,000) for the construction of a futsal court at the Sports Complex, as set forth in the Futsal Agreement, and shall retain equal access to the Sports Complex Phase One, as outlined in the Futsal Agreement.
2. MCOE shall cooperate with the Parties as necessary to facilitate the Project.

The MOU proposes the following governance structure for the future JPA:

- City of Merced: two voting members
- Merced County: two voting members
- MUHSD: two voting members
- MCOE: one voting member

In light of the ongoing construction efforts and need to form the JPA, Staff is requesting Council approval of the First Amendment of the Memorandum of Understanding between City of Merced, Merced County, Merced Union High School District, and Merced County Office of Education for the collaborative development of Community Park 42.

This amendment would extend the MOU through June 30<sup>th</sup> 2026.

### **IMPACT ON CITY RESOURCES**

No funding is required at this time.

### **ATTACHMENTS**

1. CP-42 First Amendment\_ MOU between City of Merced, Merced County, MUHSD, & MCOE
2. CP-42 MOU between City of Merced, Merced County, MUHSD, & MCOE dated October 17, 2023.



CITY OF MERCED  
678 WEST 18<sup>TH</sup> ST  
MERCED CA 95340

Contract Submittal Routing Sheet - Internal Use Only

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

*Merced County - County Clerk*

Contract # 559  
Department CITY MANAGER  
Type MOU  
Bonds in Lieu N  
Fiscal Year 2024

VENDOR NUMBER ESTIMATED START ESTIMATED COMPLETION EXPIRE DATE

10/17/2023 12/31/2023

RFP DESCRIPTION ADMINISTRATOR VENDOR PHONE NUMBER

CONTRACT DESCRIPTION

MOU CP-42

LINE # YEAR ACCOUNT AMOUNT

*Amendment #1*

*please execute before contract  
expiration date of 12/31/25*

*su*

*RUSH*

Clerk: 12/23/25 Insurance: / Finance: 12/23/25 City Manager: 12/23/25

*probed  
1/5/26*

*m  
12/23/25*

Total Expended \$0.00  
Total Open PO \$0.00  
Total Open Requisition \$0.00  
Total Contract Balance \$0.00  
Total Liquidated Amount \$0.00  
Total Revised \$0.00  
TOTAL ORIGINAL \$0.00