

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

5 This Third Amendment to the Amended and Restated Memorandum of Understanding
6 (“Third Amendment”), executed on this _____ day of _____, 2019 , (the “Effective
7 Date”), amends the Amended and Restated Memorandum of Understanding executed on
8 January 6, 2003, as amended, by and between the County of Fresno, a political subdivision of
9 the State of California (hereinafter referred to as “County”) and the City of Fresno, a municipal
10 corporation of the State of California (hereinafter referred to as “City”). County and City are
11 each a “Party” to this Third Amendment and are sometimes collectively referred to as “the
12 Parties” to this Third Amendment.

13 RECITALS:

14 WHEREAS, the Parties previously entered into a comprehensive Amended and
15 Restated Memorandum of Understanding, dated January 6, 2003, (the “MOU”) regarding
16 development, City’s sphere of influence, annexation, sales tax, property tax, and other matters
17 impacting both parties; and

18 WHEREAS, the Parties have previously extended the term of the MOU twice to
19 negotiate a long term extension; the current term of the MOU was scheduled to expire on
20 June 30, 2019; and

21 WHEREAS, it has become apparent to the Parties that a third amendment to the MOU
22 is necessary and desirable to accommodate extension of the MOU for one year from the
23 expiration date of June 30, 2019, to provide additional time for both Parties to complete
24 ongoing negotiations regarding a longer-term extension.

25 NOW, THEREFORE, County and City hereby agrees to amend the MOU as follows:

26 **AMENDMENT NO. 3**

- 27 1. Section 8.1 Term of Restated MOU is hereby amended to read in its entirety as
28 follows:

1 "This Restated MOU shall commence as of the Effective Date and remain in
2 effect until June 30, 2020. Further, the post-termination remedies and provisions
3 set forth in Section 8.4 and 8.5 of this Restated MOU shall survive its
4 termination."

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

7 IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment, on
8 the date set forth above.

9 COUNTY OF FRESNO, a Political
10 Subdivision of the State of California
11 ("County")

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

11 By: _____
12 Nathan Magsig, Chairman of the
13 Board of Supervisors of the County
of Fresno

By: _____
Lee Brand, Mayor
City of Fresno

14 ATTEST:
15 Bernice E. Seidel
16 Clerk to the Board of Supervisors
County of Fresno, State of California

ATTEST:
Yvonne Spence, MMC CRM
City Clerk, City of Fresno

17 By: _____
18 Deputy

By: _____
Yvonne Spence, City Clerk

19
20 REVIEWED AND RECOMMENDED FOR
APPROVAL:

21 By: _____
22 Wilma Quan-Schecter, City Manager

23
24 APPROVED AS TO LEGAL FORM:
Douglas Sloan, City Attorney, City of Fresno

25 By: _____
26 Raj Singh Badhesha, Senior Deputy City
27 Attorney