

**AGREEMENT TO TERMINATE THE CENTRAL CALIFORNIA
JOINT POWERS HEALTH FINANCING AUTHORITY**

This AGREEMENT TO TERMINATE THE CENTRAL CALIFORNIA JOINT POWERS HEALTH FINANCING AUTHORITY ("Termination Amendment") is made and entered into as of this _____ day of October, 2016, by and between the CITY OF FRESNO, a municipal corporation, and the CITY OF CLOVIS, a municipal corporation (hereinafter referred to jointly as the "Members").

RECITALS

- A. The Members are parties to that certain Joint Exercise of Powers Agreement, dated July 15, 1993 (the "Agreement"), attached hereto as **Exhibit "A,"** which established the Central California Joint Powers Health Financing Authority (the "Authority").
- B. The Members amended the Agreement by a First Amendment to Joint Exercise of Powers Agreement, dated January 1, 2000, attached hereto as **Exhibit "B,"** to update the makeup of Authority's Governing Board in light of the elimination of the Mayor Pro Tempore position in the City of Fresno.
- C. As of the date of this Termination Agreement:
 - a. The Authority has fulfilled the purposes for which it was formed and is no longer necessary;
 - b. There are no Certificates of Participation outstanding under the terms of any indenture, resolution, trust agreement, or other instrument entered into or executed pursuant to the Agreement; and
 - c. The Authority has no assets.
- D. The Members now wish to terminate the Agreement and dissolve the Authority.
- E. Section 3 of the Agreement provides that the Agreement may be terminated at any time by a supplemental written agreement of the Members.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the Members agree as follows:

1. **Effective Date.** The Agreement shall terminate and the Authority shall be dissolved on the date stated above.
2. **Records Retention.** Pursuant to Section 6 of the Agreement, all records regarding the formation of the Authority, its existence, any Project, any Certificates of Participation authorized by the Authority for execution and delivery, and all proceedings

pertaining to termination of the Authority shall be retained by each of the Members for six (6) years following the termination or final payment of any Certificates of Participation authorized for execution and delivery by the Authority, whichever is later.

3. **Authority.** Pursuant to City of Fresno Resolution No. 16-_____, attached hereto as **Exhibit “C,”** and the City of Clovis Resolution No. 16-_____, attached hereto as **Exhibit “D,”** authorizing termination of the Agreement, the Members covenant that they have all requisite power and authority and the legal right to enter into, execute, and deliver this Termination Agreement.

4. **Entire Agreement.** This Agreement and its attachments constitute the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon representations, express or implied, not contained in this Termination Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.

5. **Counterparts.** This Termination Agreement may be executed in any number of counterparts, which together shall constitute one instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

CITY OF CLOVIS,
a California municipal corporation

By: _____
Ashley Swearengin
Mayor

By: _____
Nathan Magsig
Mayor

ATTEST:
YVONNE SPENCE, CMC
City Clerk


ATTEST:

By: _____
John Holt, City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

APPROVED AS TO FORM:

By:  10.5.16
Raj Singh Badhesha
Deputy City Attorney

By: _____
David J. Wolfe, City Attorney