

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

5 This Second Amendment to the Amended and Restated Memorandum of
6 Understanding (“Second Amendment”), executed on this _____ day of _____,
7 2018 , (the “Effective Date”), amends the Amended and Restated Memorandum of
8 Understanding executed on January 6, 2003, by and between the County of Fresno, a political
9 subdivision of the State of California (hereinafter referred to as “County”) and the City of
10 Fresno, a municipal corporation of the State of California (hereinafter referred to as “City”).
11 County and City are each a “Party” to this Second Amendment and are sometimes collectively
12 referred to as “the Parties” to this Second 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 term of the MOU was scheduled to expire on December 31, 2017; and

19 WHEREAS, prior to the expiration date, on December 5, 2017, the Parties executed a
20 First Amendment to the MOU, extending the term of the MOU by six months to June 30, 2018;
21 and

22 WHEREAS, it has become apparent to the Parties that a second amendment to the
23 MOU is necessary and desirable to accommodate extension of the MOU for one year from the
24 expiration date of June 30, 2018, in order to provide adequate opportunity for both Parties to
25 negotiate a longer-term extension.

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

27 **AMENDMENT NO. 2**

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

3 "This Restated MOU shall commence as of the Effective Date and remain in
4 effect until June 30, 2019. Further, the post-termination remedies and provisions
5 set forth in Section 8.4 and 8.5 of this Restated MOU shall survive its
6 termination."

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

9 IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment,
10 on the date set forth above.

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

14 By: _____
15 Sal Quintero, Chairman of the
16 Board of Supervisors of the County
17 of Fresno

18 ATTEST:
19 Bernice E. Seidel
20 Clerk to the Board of Supervisors
21 County of Fresno, State of California

22 By: _____
23 Deputy

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

24 By: _____
25 Lee Brand, Mayor
26 City of Fresno

27 ATTEST:
28 Yvonne Spence
City Clerk, City of Fresno

By: _____
Yvonne Spence, City Clerk

REVIEWED AND RECOMMENDED FOR
APPROVAL:

By: _____
Wilma Quan-Schechter, City Manager

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

By: _____
Raj Singh Badhesha, Deputy City Attorney