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## FOURTH AMENDMENT TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF FRESNO AND THE CITY OF FRESNO

This Fourth Amendment to the Amended and Restated Memorandum of Understanding ("Fourth Amendment"), executed on this \_\_\_\_\_ day of June, 2020, (the "Effective Date"), amends the Amended and Restated Memorandum of Understanding executed on January 6, 2003, as amended, by and between the County of Fresno, a political subdivision of the State of California (hereinafter referred to as "County") and the City of Fresno, a municipal corporation of the State of California (hereinafter referred to as "City"). County and City are each a "Party" to this Fourth Amendment and are sometimes collectively referred to as "the Parties" to this 12 Fourth Amendment.

## **RECITALS:**

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 impacting both parties; and

WHEREAS, the Parties have previously extended the term of the MOU three times to 19 negotiate a long-term extension; the current term of the MOU was scheduled to expire on June 30, 2020; and

WHEREAS, in light of the considerable energies being expended by both the City and 22 County on responding to the impacts of the Covid-19 pandemic it has become apparent to the 23 Parties that a fourth amendment to the MOU is necessary and desirable to accommodate extension of the MOU for one year from the expiration date of June 30, 2020, to provide additional time for both Parties to complete ongoing negotiations regarding a longer-term extension.

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

## **AMENDMENT NO. 4**

1. Section 8.1 <u>Term of Restated MOU</u> is hereby amended to read in its entirety as follows:

"This Restated MOU shall commence as of the Effective Date and remain in effect until August 29, 2020. Further, the post-termination remedies and provisions set forth in Section 8.4 and 8.5 of this Restated MOU shall survive its termination."

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

[SIGNATURES ON FOLLOWING PAGE]

1	IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment, or	
2	the date set forth above.	
3 4	COUNTY OF FRESNO, a Political Subdivision of the State of California ("County")	
5	By:	By:
6	By: Jean M. Rousseau, County Administrative Officer	By: Lee Brand, Mayor City of Fresno
7	County Administrative Officer	Oity of Freshio
8		ATTEST:
9		Yvonne Spence, MMC CRM City Clerk, City of Fresno
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11		By:
12		Yvonne Spence, City Clerk
13		REVIEWED AND RECOMMENDED FOR APPROVAL:
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15		By: Wilma Quan, City Manager
16		APPROVED AS TO LEGAL FORM:
17		Douglas Sloan, City Attorney, City of Fresno
18		By: Raj Singh Badhesha
19		Raj Singh Badhesha Supervising Deputy City Attorney
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