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

This Third Amendment to the Amended and Restated Memorandum of Understanding ("Third Amendment"), executed on this 14th day of May , 2019, (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 Third Amendment and are sometimes collectively referred to as "the 12 Parties" to this Third Amendment.

RECITALS:

WHEREAS, the Parties previously entered into a comprehensive Amended and 15 Restated Memorandum of Understanding, dated January 6, 2003, (the "MOU") regarding 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 twice to negotiate a long term extension; the current term of the MOU was scheduled to expire on June 30, 2019; and

WHEREAS, it has become apparent to the Parties that a third amendment to the MOU is necessary and desirable to accommodate extension of the MOU for one year from the expiration date of June 30, 2019, 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. 3

1. Section 8.1 Term of Restated MOU 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 June 30, 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 Third Amendment, all other terms
of the MOU remain in full force and effect.

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

COUNTY OF FRESNO, a Political Subdivision of the State of California ("County") By: Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno	CITY OF FRESNO, a Municipal Corporation of the State of California ("City") By: Lee Brand, Mayor City of Fresno
ATTEST: Bernice E. Seidel Clerk to the Board of Supervisors County of Fresno, State of California	ATTEST: Yvonne Spence, MMC CRM City Clerk, City of Fresno

By: Cul

REVIEWED AND RECOMMENDED FOR APPROVAL:

Yvonne Spence, City Clerk

Wilma Quan-Schecter, City Manager

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

By: 5.1.19
Raj Singh Badhesha, Senior Deputy City
Attorney