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2. PROCEDURE TO PAY FUNDS

Following receipt of an invoice from the County for the costs incurred by the County to conduct the November 2014 Election, the AUTHORITY shall send by first class mail postage prepaid, a copy of that invoice to the CORPORATION at the address listed below in section 6 of this Agreement. Within 45 calendar days of receipt of this invoice from the AUHTORITY, the CORPORATION shall remit the full amount set forth in the invoice, up to an amount not to exceed seventy-five thousand dollars (\$75,000), to the AUTHORITY at the address listed below in section 6 of this Agreement.

3. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of the parties without, in any way, affecting the remainder.

4. NON-ASSIGNMENT

Neither party shall assign, transfer or subcontract this Agreement nor its rights or duties under this Agreement without the prior written consent of the other party.

5. HOLD HARMLESS

The CORPORATION agrees to indemnify, save, hold harmless, and at the AUTHORITY's request, defend the AUTHORITY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to the AUTHORITY in connection with the performance, or failure to perform, by the CORPORATION, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or

1 damaged by the performance, or failure to perform, of the CORPORATION, its officers,
2 agents, or employees under this Agreement.

3 **6. NOTICES**

4 The persons and their addresses having authority to give and receive notices
5 under this Agreement shall be the following:

6 AUTHORITY

CORPORATION

7 FRESNO COUNTY ZOO
8 AUTHORITY
9 c/o Zoo Authority Coordinator
10 Department of Public Works and
11 Planning
12 County of Fresno
13 2220 Tulare Street, Sixth Floor
14 Fresno, California 93721

FRESNO'S CHAFFEE ZOO
CORPORATION
c/o Chief Executive Officer
Chaffee Zoological Gardens
894 W. Belmont
Fresno, California 93728

15 Any and all notices between the AUTHORITY and the CORPORATION provided
16 for or permitted under this Agreement or by law shall be in writing and shall be deemed
17 duly served when personally delivered to one of the parties, or in lieu of such personal
18 service, when deposited in the United States Mail, postage prepaid, addressed to such
19 party.

20 **7. GOVERNING LAW**

21 The parties agree, that for the purposes of venue, performance under this
22 Agreement is to be in Fresno County, California.

23 The rights and obligations of the parties and all interpretation and performance of
24 this Agreement shall be governed in all respects by the laws of the State of California.


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8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CORPORATION and the AUTHORITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement. No parol or other evidence outside this Agreement may be offered to explain, construe, contradict, or clarify the terms of this Agreement. Counsel for both parties have reviewed, or have had the opportunity to review, this Agreement, and, accordingly, any rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

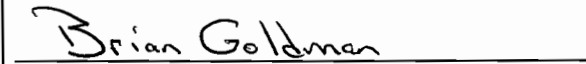
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

FRESNO'S CHAFFEE ZOO CORPORATION


By: 
John Valentino, Chair


Type or print name

By: 
Chief Financial Officer


Type or print name

FRESNO COUNTY ZOO AUTHORITY

By: 
Peter Herzog, Chair

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TAXPAYER FEDERAL I.D. #:

on file

APPROVED AS TO LEGAL FORM

By: 

Douglas M. Larsen

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg, County Counsel

By: 

Arthur G. Wille, Senior Deputy
County Counsel

APPROVED AS TO ACCOUNTING FORM

Vicki Crow, Auditor-Controller/Treasurer-
Tax Collector

By: 

FOR ACCOUNTING USE ONLY:

Org No.: 9810

Account No.: 3041

Requisition No.: