

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

5 This Second Amendment to the Amended and Restated Memorandum of Understanding  
6 (“Second Amendment”), executed on this 22nd day of February, 2022 (“Effective Date”),  
7 amends the Amended and Restated Memorandum of Understanding (the “MOU”) executed on February  
8 27, 2007, as previously amended, by and between the County of Fresno, a political subdivision of the  
9 State of California (“County”), and the City of Selma, a municipal corporation of the State of California  
10 (“City”). County and City are each a “Party” to this Fourth Amendment and are collectively “the Parties.”

11 RECITALS:

12 WHEREAS, the Parties previously entered into a comprehensive MOU, dated February 27, 2007,  
13 regarding development, City’s sphere of influence, annexation, sales tax, property tax, and other matters  
14 impacting both parties; and

15 WHEREAS, the current term of the MOU is scheduled to expire on February 27, 2022; and

16 WHEREAS, a Second Amendment to the MOU is necessary and desirable to accommodate  
17 extension of the MOU for one year from the expiration date of February 27, 2022, to provide additional  
18 time for both Parties to complete ongoing negotiations regarding a longer-term extension.

19 NOW, THEREFORE, County and City hereby agree as follows:

20 1. Section 9.1 “Term of MOU” is hereby amended to read in its entirety as follows:

21 This RESTATED MOU shall commence as of the February 27, 2007 and remain in effect until  
22 February 27, 2023, unless terminated prior to that time by mutual agreement of the parties. Further, the  
23 post-termination remedies and provisions set forth in Section 9.9 this Restated MOU shall survive its  
24 termination.

25 In addition, should all or any portion of this RESTATED MOU be declared invalid or inoperative  
26 by a court of competent jurisdiction, or should any party to this RESTATED MOU fail to perform any of  
27 its obligations hereunder, or should any party to this RESTATED MOU take any action to frustrate the  
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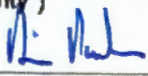


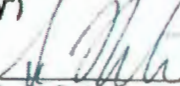
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IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the Effective Date.

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

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

By:   
Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

By:   
Scott Robertson, Mayor, City of Selma

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

ATTEST:  
Reyna Rivera,  
City Clerk, City of Selma

By:   
Deputy

By:   
Reyna Rivera, City Clerk

REVIEWED AND RECOMMENDED FOR APPROVAL:

By:   
Fernando Santillan, City Manager

APPROVED AS TO LEGAL FORM:

By:   
Mary Lerner, City Attorney