

**AMENDMENT NO. 1 TO AGREEMENT FOR SPECIALIZED LEGAL SERVICES**

This Amendment No. 1 to Agreement for Specialized Legal Services ("**Amendment No. 1**") is dated April 23, 2024 and is between Best, Best and Krieger, LLC ("**Attorney**"), and the County of Fresno, a political subdivision of the State of California ("**County**").

**Recitals**

A. On January 23, 2024, the County and the Attorney entered into "AGREEMENT FOR SPECIALIZED LEGAL SERVICES Between the County of Fresno and Best, Best & Krieger, LLP," which is County agreement number 24-038 ("**Agreement**"), for specialized legal services in connection with the County's General Plan Review and Zoning Ordinance Update ("**GPRZOU**").

B. By its terms, the Agreement shall continue in full force and effect through December 31, 2024, and provides that the maximum compensation payable to the attorney for services and reimbursement of expenses is \$300,000.00.

C. On February 20, 2024, pursuant to the GPRZOU, the County's Board of Supervisors ("**Board**") adopted a resolution certifying that the Program Environmental Impact Report prepared for the County's General Plan Review and Comprehensive Zoning Ordinance Update is complete, adequate, and in compliance with the California Environmental Quality Act ("**CEQA**"), accepting the revised General Plan Background Report, and approving General Plan Amendment No. 529. On that day, the Board also adopted an ordinance approving Amendment to Text Application No. 385, consisting of the Comprehensive Update to the Fresno County Zoning Ordinance.

D. On March 22, 2024, the County was served with a verified petition for writ of mandate in *City of Fresno v. County of Fresno, et al.*, Fresno County Superior Court case number 24CECG01199, alleging violations by the County of CEQA and State planning and zoning laws in connection with the GPRZOU ("**City Lawsuit**"). Also on March 22, 2024, the County was served with a verified petition for writ of mandate in *Central Valley Partnership, et al. v. County of Fresno, et al.*, Fresno County Superior Court case number 24CECG01201, alleging violations

1 by the County of CEQA and State planning laws in connection with the GPRZOU (“**CVP**  
2 **Lawsuit**”).

3 E. The County wishes to amend the Agreement to provide that the Attorney, in a  
4 continuation of its work under the Agreement, will represent the County and the Board in the  
5 City Lawsuit and in the CVP Lawsuit, and in other litigation that might arise in relation to the  
6 GPRZOU; and to increase the maximum compensation payable to the Attorney by the County.

7 **The parties therefore agree as follows:**

8 1. In addition to the specialized legal services provided by the Attorney under the  
9 Agreement, the Attorney shall also represent the County and the Board in the City Lawsuit and  
10 in the CVP Lawsuit, and in other litigation that might arise in relation to the GPRZOU, as  
11 requested by the County Counsel. Services of the Attorney include, but are not limited to,  
12 preparing the administrative record for these lawsuits, or assisting the County in preparing the  
13 administrative record, as directed by the County Counsel or their authorized designee.

14 2. The maximum compensation payable to the Attorney by the County for services under  
15 the Agreement, as amended by this Amendment No. 1, is increased by two hundred thousand  
16 dollars (\$200,000) to a total of five hundred thousand dollars (\$500,000).

17 3. When both parties have signed this Amendment No. 1, the Agreement and this  
18 Amendment No. 1 together constitute the Agreement.

19 4. The Attorney represents and warrants to the County that:

20 a. The Attorney is duly authorized and empowered to sign and perform its obligations  
21 under this Amendment.

22 b. The individual signing this Amendment on behalf of the Attorney is duly authorized to  
23 do so and his or her signature on this Amendment legally binds the Attorney to the  
24 terms of this Amendment.

25 5. The parties agree that this Amendment may be executed by electronic signature as  
26 provided in this section.

27 a. An “electronic signature” means any symbol or process intended by an individual  
28 signing this Amendment to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
2 electronically scanned and transmitted (for example by PDF document) version of an  
3 original handwritten signature.

4 b. Each electronic signature affixed or attached to this Amendment (1) is deemed  
5 equivalent to a valid original handwritten signature of the person signing this  
6 Amendment for all purposes, including but not limited to evidentiary proof in any  
7 administrative or judicial proceeding, and (2) has the same force and effect as the  
8 valid original handwritten signature of that person.

9 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
10 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part  
11 2, Title 2.5, beginning with section 1633.1).

12 d. Each party using a digital signature represents that it has undertaken and satisfied  
13 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
14 through (5), and agrees that each other party may rely upon that representation.

15 e. This Amendment is not conditioned upon the parties conducting the transactions  
16 under it by electronic means and either party may sign this Amendment with an  
17 original handwritten signature.

18 6. This Amendment may be signed in counterparts, each of which is an original, and all of  
19 which together constitute this Amendment.

20 7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All  
21 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and  
22 effect.

23 [SIGNATURE PAGE FOLLOWS]  
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25  
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory  
2 clause.

3 BEST, BEST AND KRIEGER, LLP

COUNTY OF FRESNO

4  
5 DocuSigned by:  
*Jeff Ballinger*



6 Jeffrey S. Ballinger, Partner

Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

7 655 West Broadway, 15th Floor  
8 San Diego, California 92101

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

10  
11 By: *Alexandria Vicino*  
Deputy

12 For accounting use only:

13 Org No.: 2540  
14 Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

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