1AMENDMENT NO. 1 TO2AGREEMENT FOR SPECIALIZED LEGAL SERVICES3This Amendment No. 1 to Agreement for Specialized Legal Services4('Amendment 1") amends that certain Agreement, dated June 18, 2019, County of5Fresno agreement number 19-284 ('Agreement"), and is made by and between the6COUNTY OF FRESNO ('County'), a political subdivision of the State of California; and7Best, Best and Krieger, LLP ('Attorney'). County and Attorney may be referred to herein8collectively as the "Parties" and individually as a "Party."9WITNESSETH10WHEREAS, the Agreement became effective on June 18, 2019 between the11Parties; and12WHEREAS, under the Agreement, Attorney is to provide special legal service13and defend the County and Fresno County Board of Supervisors against certain claims14asserted by the petitioner in Comunidades Unidas Por Un Cambio v. County of Fresno,15et al., (Fresno County Superior Court Case Number 18CECG04586); and16WHEREAS, the term of the Agreement is set to expire on June 19, 2022; and17WHEREAS, the Parties recognize the need for additional specialized legal18WHEREAS, such specialized legal services are either not available or expected19WHEREAS, such specialized legal services are either not available or expected10Iv11//12WHEREAS, such specialized legal services are either not available or expected13not to be available in Fresno County's Office of the County Counsel; and14// <th></th> <th>Agreement No. 22-201</th>		Agreement No. 22-201
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23 /// 24 /// 25 /// 26 /// 27 ///	21	WHEREAS, such specialized legal services are either not available or expected
24 /// 25 /// 26 /// 27 ///	22	not to be available in Fresno County's Office of the County Counsel; and
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NOW THEREFORE, in consideration of the mutual covenants, terms, and
 conditions herein described, the parties hereto agree as follows:

The term of the Agreement stated in Section V is hereby extended to June 30,
 2024.

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2. Upon the execution of this Amendment 1 by both the County and Attorney, the
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Agreement and this Amendment 1 shall together constitute the Agreement.

7 3. Unless expressly modified by the terms of this Amendment 1, all terms of the
8 Agreement remain in full force and effect.

9 4. Each Party represents and warrants to the other Party that such Party is duly 10 authorized and empowered to execute, enter into, and perform its obligations set forth in 11 this Amendment 1, and that the individual signing this Amendment 1 on behalf of such 12 Party, and will, by signing this Amendment 1 on such Party's behalf, legally bind such 13 Party to the terms, covenants, and conditions of this Amendment 1. Each Party further 14 represents and warrant to other Party that no other person or entity is required to give 15 its approval or consent to this Amendment in order for such party to authorize, enter 16 into, and perform its obligations under this Amendment 1, or that if such approval or 17 consent to this Amendment 1 is required, that such approval or consent has been 18 obtained.

19 5. This Amendment 1 may be executed in two or more counterparts, each of which
20 shall be deem an original, and all of which shall constitute one and the same instrument.

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(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto execute Amendment 1. 1 2 Best, Best and Krieger, LLP COUNTY OF FRESNO 3 By 122tic 4 Richard Egger, 5 Brian Pacheco, Chairman Partner of the Board of Supervisors of the 6 County of Fresno 7 ATTEST: 8 For Accounting Use Only: Bernice E. Seidel Clerk of the Board of Supervisors 9 Org: 2540 County of Fresno, State of California Account No.: 7295 10 Fund: 0001 By: <u>Hanam</u> Subclass: 10000 11 Deputy 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 -3-