

1 AMENDMENT I TO AGREEMENT P-17-077- Q  
2 FOR SPECIALIZED LEGAL SERVICES

3 No. 17-133  
4

5 THIS AMENDMENT I to AGREEMENT P-17-077-Q (the "Agreement") is made  
6 and entered into by and between the COUNTY OF FRESNO, a political subdivision of  
7 the State of California (the "COUNTY"), and the law firm of EPSTEIN, BECKER and  
8 GREEN, a professional law corporation, hereinafter referred to as "ATTORNEY."

9 WITNESSETH:

10 WHEREAS, COUNTY has received a notice of disallowance of certain expenses  
11 by the Department of Health and Human Services and is seeking to appeal such  
12 disallowances before the Departmental Appeals Board and, if necessary, federal court;  
13 and

14 WHEREAS, COUNTY wishes to obtain specialized services, as authorized by  
15 Government Code section 31000, to represent County and to obtain a review and  
16 opinion from ATTORNEY of the relative strengths and weaknesses of the COUNTY's  
17 appellate position; and

18 WHEREAS, COUNTY wishes to engage the specialized legal services of counsel  
19 who is expert in legal matters concerning such issues; and

20 WHEREAS, ATTORNEY represents that it is specially trained and experienced,  
21 and that it possesses such expertise; and

22 WHEREAS, such specialized legal services are either not available or expected  
23 not to be available in Fresno County's Office of the County Counsel, and

24 WHEREAS, on or about March 1, 2017, the COUNTY and ATTORNEY entered  
25 into COUNTY AGREEMENT No. P-17-077-Q to provide said specialized legal services  
26 with a not to exceed amount of Forty Thousand Dollars (\$40,000.00) and the parties  
27  
28

1 now desire to raise the not to exceed amount to Two Hundred and Fifty Thousand  
2 Dollars (\$250,000);

3 NOW, THEREFORE, in consideration of the mutual covenants, terms, and  
4 conditions herein described, the parties hereto agree to amend COUNTY AGREEMENT  
5 P-17-077-Q as follows:

6 1. The fourth (4<sup>th</sup>) paragraph of Section 3 located at page 4 of AGREEMENT  
7 P-17-077-Q, lines 15-24 amended to read as follows:

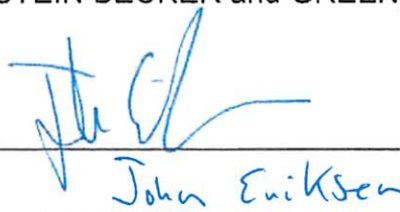
8 "In no event shall the maximum amount paid to ATTORNEY as compensation for  
9 ATTORNEY's services performed exceed Two Hundred Fifty and No/100 Dollars  
10 (\$250,000) under this Agreement unless the parties agree to expand the scope of  
11 services through written amendment. ATTORNEY shall not be paid for any services or  
12 costs above this limit without a written modification of this Agreement executed by both  
13 parties. ATTORNEY shall notify COUNTY in writing when the value of its accrued  
14 services, whether billed or not yet billed to the COUNTY, has reached the amount of  
15 One Hundred Fifty Thousand and No/100 Dollars (\$150,000) and again when and if the  
16 value of its accrued services, whether billed or not yet billed to the COUNTY, has  
17 reached the amount of Two Hundred Thousand and No/100 Dollars (\$200,000)."

18 2. All other terms and conditions of AGREEMENT No. P-17-077-Q shall  
19 remain in full force and effect and are not affected by this AMENDMENT.

20 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
21 executed as of the day and year first above written.

22  
23 EPSTEIN BECKER and GREEN, a professional law corporation

24  
25 By

  
John Eriksen

, Partner

1 COUNTY OF FRESNO

ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By Susan Bishop  
Deputy

2  
3 By B. Pacheco

4 Brian Pacheco, Chairman  
5 Board of Supervisors

6 REVIEWED AND RECOMMENDED FOR APPROVAL:

7  
8 By Daniel C. Cederborg  
9 DANIEL C. CEDERBORG, COUNTY COUNSEL

10  
11 APPROVED AS TO ACCOUNTING FORM:  
12 OSCAR J. GARCIA, CPA,  
13 AUDITOR-CONTROLLER/TREASURER-  
TAX COLLECTOR

14  
15 By Oscar J. Garcia  
16 Deputy

17  
18  
19 APPROVED AS TO LEGAL FORM:  
20 DANIEL C. CEDERBORG, COUNTY COUNSEL

21  
22 By Daniel C. Cederborg  
23 Deputy

24  
25 Fund/Subclass: 0001/10000  
26 Organization: 0710  
27 Acct/Program: 7295