

AMENDMENT 3 TO AGREEMENT P-17-077- Q
FOR SPECIALIZED LEGAL SERVICES

THIS AMENDMENT 3 to AGREEMENT P-17-077-Q (the "Agreement") is made and entered into by and between the COUNTY OF FRESNO, a political subdivision of the State of California (the "COUNTY"), and the law firm of EPSTEIN, BECKER and GREEN, a professional law corporation, hereinafter referred to as "ATTORNEY."

WITNESSETH:

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

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

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

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

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

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

1 WHEREAS, on or about April 25, 2017 the COUNTY and ATTORNEY entered
2 into Amendment I to COUNTY AGREEMENT No. P-17-077-Q to raise the not to exceed
3 amount to Two Hundred and Fifty Thousand Dollars (\$250,000); and

4 WHEREAS, on or about March 6, 2018, the COUNTY and ATTORNEY
5 ENTERED INTO Amendment 2 to COUNTY AGREEMENT no. P-17-077-Q to extend
6 the effective termination date to December 31, 2019 to allow sufficient time for
7 ATTORNEY to complete all legal services and litigation required under AGREEMENT
8 No. P-17-077-Q;

9 WHEREAS the parties now desire to raise the not to exceed amount to Three
10 Hundred Thousand Dollars (\$300,000) and services and litigation required under
11 AGREEMENT No. P-17-077-Q;

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

15 1. The fourth (4th) paragraph of Section 3 located at page 4 of AGREEMENT
16 P-17-077-Q, LINES 5-13 amended to read as follows:

17 "In no event shall the maximum amount paid to ATTORNEY as compensation for
18 ATTORNEY's services performed exceed Three Hundred Thousand and No/100
19 Dollars (\$300,000) under this Agreement unless the parties agree to expand the scope
20 of services through written amendment. ATTORNEY shall not be paid for any services
21 or costs above this limit without a written modification of this Agreement executed by
22 both parties. ATTORNEY shall notify COUNTY in writing when the value of its accrued
23 services, whether billed or not yet billed to the COUNTY, has reached the amount of
24 Two Hundred Fifty Thousand and No/100 Dollars (\$250,000).

25 2. All other terms and conditions of AGREEMENT No. P-17-077-Q as
26 amended by AMENDMENT 3 shall remain in full force and effect and are not affected
27 by this AMENDMENT.

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

3
4 EPSTEIN BECKER and GREEN, a professional law corporation

5 By 

6 ROBERT WAWERMAN, Partner

7
8 COUNTY OF FRESNO

9
10 By 

11 Sal Quintero, Chairman
12 Board of Supervisors

13 ATTEST:

14 BERNICE E. SEIDEL, CLERK
15 BOARD OF SUPERVISORS

16 By 

17 Deputy

18 Fund/Subclass:

19 Organization:

20 Acct/Program:

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