

AMENDMENT ONE TO  
PURCHASING AGREEMENT No. P-18-263-O

COUNTY OF FRESNO

This Amendment One to Agreement ("Amendment") is made and entered into this 26th day of February, 2019, which amends the Professional Services Agreement dated March 1, 2018 (known as County Purchasing Agreement No. P-18-263, hereinafter referred to as "the Agreement"), by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and Hanson Bridgett LLP ("CONTRACTOR"), who agree as follows:

RECITALS

WHEREAS, the parties entered into Purchasing Agreement No. P-18-263-O, which provides for Agreement for Professional Services terminates on February 28, 2019; and

WHEREAS, the parties wish to extend the term of the Agreement to December 31, 2020 to allow CONTRACTOR to continue to provide specialized services for legal research, advice and representation related to compliance with the Americans with Disabilities Act ("ADA") and miscellaneous legal services as needed by the County Counsel's Office; and

WHEREAS, the parties also wish to increase the Agreement's not-to-exceed amount to provide for these additional services.

AGREEMENT

1. In the RECITALS portion of the Agreement, the following language is deleted in its entirety:

"WHEREAS, COUNTY requires that compensation by COUNTY to CONTRACTOR through this Agreement for said services not exceed Fifty Thousand Dollars (\$50,000) annually, and also requires that this Agreement be subject to renewal (the "Term(s)") upon mutual agreement of the parties."

2. Section One (1) – Services – of the Agreement is deleted in its entirety and replaced with the following:

“1. Services. CONTRACTOR shall perform legal advice and consulting on an as-needed basis (the “Services”), at the request of County Counsel, or his/her designee.”

3. Under Section One (1) – Services – of the Agreement, but before Section Two (2) – Initial Term – the following new section is added:

“1.1 Consultants. As part of the “Services” provided by CONTRACTOR, and as delineated in Section One (1) of this Agreement, CONTRACTOR may solicit outside consultants for bids, retention, services, and work related to the advice and consulting to be provided by CONTRACTOR under this Agreement. Prior to retaining or entering into an agreement with any outside consultants for purposes of providing Services, COUNTY, through County Counsel or his/her designee, must first approve the outside consultants and the written agreements the CONTRACTOR will enter into with the outside consultants, including but not limited to, the terms, scope of work and consultation rates. CONTRACTOR also agrees and promises to include, in any agreement with an outside consultant, language requiring: 1) all communications regarding all work provided by the consultant to be maintained within the attorney-client and/or work-product privileges until such time that COUNTY notifies CONTRACTOR; and 2) that COUNTY reserves the right, and may exercise such right at any time, to control, discontinue, limit, modify, expand, and, in all ways related to this Agreement, dictate the work that the consultant does for CONTRACTOR. CONTRACTOR may invoice COUNTY for services to be provided by consultants prior to the provision of such services, and COUNTY may pay on such invoices if and when the invoice and other consultant work is approved by County Counsel or his/her designee. ”

4. Section Two (2) – Initial Term – of the Agreement is deleted in its entirety and replaced with the following:

“2. Term of Agreement. CONTRACTOR shall perform said Services between March 15, 2018 and December 31, 2020, at which point the parties will have the option to renew this Agreement.”

5. Section Four (4) – Fees and Expense Claims – of the Agreement is deleted in its entirety and replaced with the following:

“4. Fees and Expense Claims. Subject to CONTRACTOR’s satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR’s submission of appropriate invoices, COUNTY shall pay CONTRACTOR at the rates and terms set forth in Exhibit B. Consultant fees, charges, rates and expenses are not specifically delineated in Exhibit B, but should such consultants be used by CONTRACTOR, County Counsel or his/her designee may approve any fees, charges, rates, or expenses. In no event shall the total compensation paid by COUNTY to CONTRACTOR during the term of this Agreement exceed Two Hundred and Fifty Thousand Dollars (\$250,000) without further action of COUNTY.”

6. Exhibit B of the Agreement is replaced with the Exhibit B, attached hereto and incorporated herein by this reference.

COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together shall be considered the Agreement.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement and not amended herein shall remain in full force and effect.

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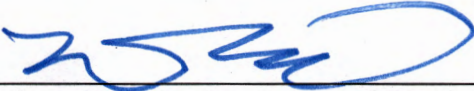
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment  
One to Agreement effective February 26, 2019.

HANSON BRIDGETT LLP

By:  1-31-19  
Kurt A. Franklin, Partner

COUNTY OF FRESNO

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

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

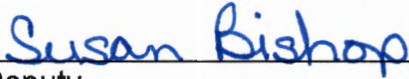
By:   
Deputy

EXHIBIT B

COMPENSATION, REIMBURSEMENT & EXPENSES

Frank J. DeMarco.....\$475/hr.  
Kurt A. Franklin.....\$475/hr.  
Other Partners, Of Counsel, Sr. County approved by COUNTY.....\$475/hr.  
Associate Attorneys approved by COUNTY.....\$330/hr.  
Consultant Fees, Charges, Rate, and Expenses.....To Be Determined.

Allowable Expenses include reimbursement for meals, lodging, mileage, copying, and supplies. Meals, lodging and mileage will be reimbursed at the current applicable IRS rate. Other expenses are reimbursable as provided herein.

The amount of compensation under this Agreement shall not exceed \$250,000 without further action of COUNTY. CONTRACTOR shall not be required to perform Services once the \$250,000 limit has been expended and is not entitled to compensation for work performed over said limit unless there is further action to increase the compensation limit.