

SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT

THIS SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT (Second Amendment) is effective as of November 5, 2020, and amends the Consultant Services Agreement, dated March 8, 2020, entered into between the CITY OF FRESNO, a municipal corporation (City), and HINDERLITER, DE LLAMAS AND ASSOCIATES (HdL Companies), a California corporation (Consultant).

RECITALS

- A. The City and the Consultant entered into a Consultant Services Agreement, dated March 8, 2020, (Agreement), for professional cannabis and support services; and
- B. The City and the Consultant amended the Agreement to extend the term of the Agreement until December 31, 2020, (First Amendment) due to mutual delays by both parties due to the COVID-19 pandemic; and
- C. The City and Consultant wish to amend the Agreement in order to authorize additional scope of work increasing the Consultant's compensation to total \$71,700 for additional work for technical support and development of fee structure.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the Agreement be amended as follows:

1. Consultant's compensation shall be increased to \$71,700, for the additional services reflected in this amendment.
2. **EXHIBIT A:** Is modified to add the following:
 - **Stage 1:** Program Implementation: shall have 50 hours added to the allotted time for technical support, as needed, during the application review process for clarification of applicant proposals or technical issues specific to the cannabis industry.
 - **Stage 2:** Administration: shall have 25 hours added to the allotted time for Development of Fee Structure, specifically technical support, as needed, on the development of the permit fee.
3. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this First Amendment by facsimile or other electronic means shall be equally effective as delivery of a manually executed original counterpart of this

First Amendment.

- 4. Effect of Amendment. Except as expressly modified by the First Amendment and this Second Amendment, the Agreement is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this Second Amendment, this Second Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CITY OF FRESNO,
a California municipal corporation

HINDERLITER, DE LLAMAS AND
ASSOCIATES,
a California corporation

By: _____
Wilma Quan
City Manager

DocuSigned by:
By: Andrew Nickerson
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Name: Andrew Nickerson

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

DocuSigned by:
By: Aaron Zaheen
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Aaron Zaheen
Deputy City Attorney

DocuSigned by:
By: Richard Park
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Name: Richard Park

ATTEST:
YVONNE SPENCE, MMC
City Clerk

Title: Chief Financial Officer
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy