

### **THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT (Amendment) is effective as of April 8, 2021, 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 amended the Agreement 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 (Second Amendment).
- D. The City and the Consultant wish to amend the Agreement to extend the term of the Agreement until December 31, 2021, due to the ongoing application evaluation process, regulatory framework development, and a second application window planned for later in the year for commercial cannabis business permits (non-retail).

#### **AGREEMENT**

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

- 1. Term. Section 2 of the Agreement is deleted in its entirety and replaced with the following:

Term of Agreement and Time for Performance. This Agreement shall be effective from the date set forth above (Effective Date) and shall continue in full force and effect through December 31, 2021, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
- 2. Counterparts. This 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 Amendment.

3. Effect of Amendment. Except as expressly provided in this Amendment, all other terms and provisions of the Agreement shall continue in full force and effect.

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: \_\_\_\_\_  
Thomas Esqueda  
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: Mary Raterman-Doidge  
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Mary Raterman-Doidge  
Senior 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