

AMENDMENT IV TO AGREEMENT FOR SPECIALIZED LEGAL SERVICES

THIS AMENDEMENT TO AGREEMENT (the "Amendment IV") is entered into this 5th day of June, 2018 by and between the COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter "COUNTY") and BEST, BEST & KRIEGER, a California professional law corporation (hereinafter "ATTORNEY").

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. P-10-593-F, effective October 15, 2010, hereinafter referred to as "Agreement", whereby in exchange for maximum total compensation in the amount of \$25,000.00, ATTORNEY agreed to provide certain specialized legal services to the COUNTY relating to marijuana-related litigation titled *Earthsource, et al. v. County of Fresno, et al.*, FCSC Case No. 10CECG03566; and to further advise on the development of ordinances pertaining to regulation of medical marijuana; and,

WHEREAS, in early 2014, the COUNTY was served with another lawsuit titled *Diana Kirby v. County of Fresno*, FCSC Case No. 14CECG00551, concerning the COUNTY's regulation of marijuana cultivation, and in response thereto, on April 15, 2014, the parties entering Amendment I to the Agreement with increased maximum total compensation to \$50,000.00; and

WHEREAS, after service of the *Kirby* lawsuit, the COUNTY was served with five more lawsuits concerning the COUNTY's regulation of marijuana cultivation; and in response thereto, on July 15, 2014, the parties entered into Amendment II to the Agreement which increased the maximum total compensation to \$210,000.00; and

WHEREAS, continued defense of these cases required continued legal services by ATTORNEY, and on October 27, 2015, the parties entered into Amendment III to the Agreement which increased the maximum total compensation to \$550,000.00 and placed an expiration date of December 31, 2017 on the Agreement as amended; and

WHEREAS, the Agreement and Amendment I were executed by the Purchasing Manager, and were designated County Agreement No. P-10-593-F and Amendment I to County Agreement No. P-10-593-F, and Amendment II was executed by the Board of Supervisors at which point the Agreement was

1 designated County Agreement No. 14-394, and for ease of reference, the Agreement, as amended by
2 Amendment I, Amendment II and Amendment III is referenced herein as "the Agreement"; and

3 WHEREAS, three cases (*Holapatiphone*, *Green* and *Byrd*) have been resolved but the *Kirby* case
4 is still pending in Fresno County Superior Court and the *Thao* case is still pending before the Court of
5 Appeal and, therefore, COUNTY has a continuing need for specialized legal services of counsel who is
6 expert in legal matters concerning the subject of the marijuana-related lawsuits, new legislation and
7 ordinances, and the parties now desire to amend the Agreement, as amended by Amendment I,
8 Amendment II and Amendment III, regarding changes as stated below and restate the Agreement, as
9 amended by Amendment I, Amendment II and Amendment III, in their entirety.

10 NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions
11 hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

- 12 1. That the existing Amendment I to Agreement No. P-10-593-F, page 3, beginning with line 11
13 with the word "COUNTY:", and ending on page 3, line 15 with the word "hour", be deleted and
14 the following inserted in its place:

15 "COUNTY agrees to pay and ATTORNEY agrees to accept as full compensation for performance
16 of services under this Agreement at the following rate: Jeffrey V. Dunn, \$295.00 per hour; Cristina Talley,
17 \$295.00 per hour; and Daniel Richards, \$250.00 per hour."

- 18 2. The parties agree that this Agreement will terminate on December 31, 2020, unless earlier
19 terminated by the parties.

- 20 3. Oral argument in the *Thao* suit identified in paragraph 3 of Amendment II of the Agreement is
21 expected to be set for hearing soon, and may require preparation by ATTORNEY before this
22 Amendment IV can be fully executed. Therefore, this Amendment IV must be, and is,
23 retroactive to December 31, 2017, so that the Agreement, as amended, may continue
24 uninterrupted from the original date of October 15, 2010, and to permit payment under this
25 Amendment IV for services performed prior to the date this Amendment IV is fully executed.

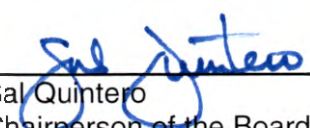
26 COUNTY and ATTORNEY agree that this Amendment IV is sufficient to amend the Agreement
27 and, that upon execution of this Amendment IV, the original Agreement, Amendment I, Amendment II,
28 Amendment III and Amendment IV, shall together be considered the Agreement.

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


4 **ATTORNEY**
5 BEST, BEST & KRIEGER, a
6 Professional Law Corporation

7 
8 Jeffrey V. Dunn

COUNTY OF FRESNO

9 
10 Sal Quintero
11 Chairperson of the Board of Supervisors
12 of the County of Fresno

13 **ATTEST:**
14 Bernice E. Seidel
15 Clerk of the Board of Supervisors
16 County of Fresno, State of California

17 By: 
18 Deputy

19 FOR ACCOUNTING USE ONLY:

20 ORG No.:
21 Account No.:
22 Requisition No.:
23
24
25
26
27
28