

REQUEST FOR PROPOSALS
Cannabis Social Equity Assessment Study



FOR
Coachella's Cannabis Social Equity Program (Job # CAN01282021)

Preparation of

A Cannabis Social Equity Assessment Study

DEADLINE: THURSDAY, FEBRUARY 25, 2021 @ 4:00 PM (PST)

CITY OF COACHELLA
53-990 Enterprise Way
Coachella, CA 92236

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NOTICE OF REQUEST FOR PROPOSALS

Preparation of a Cannabis Social Equity Assessment Study

FOR THE City of Coachella Cannabis Social Equity Program

The City proposes to complete a Cannabis Social Equity Study for the purposes of revising and augmenting its existing Cannabis Social Equity Program. The City's legislative mandate is to produce a report analyzing available data related to disparities in the cannabis industry, and provide recommendations regarding policy options that could (A) foster equitable access to participation in the industry, including promotion of ownership and stable employment opportunities in the industry, (B) invest City tax revenues in economic infrastructure for communities that have historically been disenfranchised, (C) mitigate the adverse effects of drug enforcement policies that have disproportionately impacted those communities, and (D) prioritize individuals who have been previously arrested or convicted for marijuana-related offenses.

It is our hope that this report and its recommendations help inform the development of a robust equity program that ensures a cohesive, results-oriented strategy. A successful program will strengthen equitable access to the cannabis industry workforce, encourage entrepreneurship, and expand educational opportunities. It will help eliminate discriminatory institutional and structural policies and practices and strive to curtail the stigma against activities now legal under Proposition 64. This will require relevant departments to consider the impact of their services and develop transformational approaches that cut across multiple institutions, disrupt institutional culture, and shift values and political will to create equity.

Proposals shall be submitted via email to:

Jocelyn Kane, Cannabis Liaison

Jkane@coachella.org

Proposals shall be received on or before **4:00 p.m. (PST) on THURSDAY, FEBRUARY 25, 2021**. Proposals, and amendments to proposals, received after the date and time specified above will not be considered.

Parties interested in obtaining a copy of this Request for Proposal may download it from the City website or do so by contacting:

Jocelyn Kane- Cannabis Liaison

Phone: 760-262-6244, or e-mail: Jkane@coachella.org

The Consultants shall submit written statements of technical qualifications and describe in detail their work plan for completing the work specified in the Request for Proposal. Additionally the Consultants shall submit a detailed cost proposal for all services and materials anticipated in completing the study. The cost proposal shall include separate costs for each aspect of the study consistent with the requirements outline in the scope of work.

The City reserves the right to waive informalities and to reject all proposals at its sole discretion. Consultants are encouraged to keep their proposals brief and relevant to the specific work required.

The award of this agreement is subject to receipt funds adequate to carry out the provisions of the proposed agreement included in the identified Scope of Work.

SECTION I – INSTRUCTIONS TO CONSULTANTS

EXAMINATION OF PROPOSAL DOCUMENTS:

By submitting a proposal, the Consultant represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

ADDENDA:

Any City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Consultants shall acknowledge receipt of addenda in their proposals by attaching a copy of each addendum to the proposal document.

CITY CONTACT:

All questions and contacts with City of Coachella staff regarding this RFP shall be directed to:

Jocelyn Kane, Cannabis Liaison

Phone: 760-262-6244

E-mail: JKane@coachella.org

CLARIFICATIONS

1. Examination of Documents

Should a Consultant require clarifications to this RFP, the Consultant shall notify the City in writing. Should it be found that the point in question is not clearly and fully set forth, the City

will issue a written addendum clarifying the matter. Addenda will be sent to all responding firms via email and made available on the city's website.

2. Submitting Clarification Requests

Requests for clarification, questions and comments shall be clearly labeled in the subject line, "Request for Information – Cannabis Equity Assessment Study". The City is not responsible for failure to respond to a request that has not been labeled as such.

Written questions should be submitted via email as specified and are acceptable as long as the questions are received no later than **February 11, 2021, by 3PM** :

Jocelyn Kane, Cannabis Liaison

E-Mail: JKane@coachella.org

3. City Responses

Responses from the City will be issued in writing as an addendum that will be sent to all registered firms. Consultants shall acknowledge receipt of City clarification responses by attaching a copy of each Addendum to their Proposals.

4. Submission of Proposals

Date and Time: Proposals shall be received on or before **4:00 p.m. (PST) on THURSDAY FEBRUARY 25, 2021**. Proposals received after the above-specified date and time will not be considered.

Delivery Method: All proposals should be included as a single PDF attachment and emailed to:

Jocelyn Kane, Cannabis Liaison

jkane@coachella.org

5. Proposal Evaluation Scoring:

Qualifications, Related Experience, and References – 25%

This section of the proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; demonstrated experience working with agencies directly involved in this Project; staffing capability; workload; record of meeting schedules on similar projects; and supportive client references.

Proposed Staffing and Project Organization – 35%

This section of the proposal should establish the method that will be used to manage the Project as well as identify key personnel assigned.

Work Plan – 40%

This section of the proposal shall provide a narrative that addresses the Scope of Services and shows understanding of the Project needs and requirements.

6. Identification of Proposals

Proposal shall clearly marked with the consultant's name, address and phone number as well as the project name and service to be provided. Only one proposal per consultant will be considered.

7. Acceptance of Proposals

The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

The City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any agreement will be awarded to any Consultant responding to this RFP. Submitted proposals shall not be copyrighted.

8. Pre-Contractual Expenses

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

9. Joint Offers

Where two or more Consultants desire to submit a single proposal in response to this RFP, they should do so on a prime-sub consultant basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

10. Contract Type

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a not-to-exceed contract based on prices for individual tasks specified in the Scope of Work included in this RFP as Section III, Scope of Work. The consultant should identify any requests for modifications, or exceptions taken from the use of the City's standard contract.

SECTION II – PROPOSAL CONTENT AND FORMAT

PROPOSAL CONTENT AND FORMAT:

Presentation of the proposals shall be typed, with a minimum 11 point font and submitted as a single PDF document using 8 ½" x 11" size paper. Consultants should not include unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals shall not exceed ten (10) pages in length, excluding any letter of transmittal and appendices. Forms and resumes should be included in the appendices and will not

be included in the page count. The proposals shall include all five sections below, except cost and Price proposal.

1. Letter of Transmittal:

The Letter of Transmittal shall be addressed to Dr. Gabriel Martin, Economic Development Director, and shall, at a minimum, contain the following:

- Identification of Consultant that will have contractual responsibility with the City. Identification shall include legal name of company, company address, and telephone number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Consultant and subcontractors, if applicable.
- A memorandum from a principal of each subcontractor firm indicating the specific portion of services the subcontractor will be performing. These commitment letters shall be included in the appendix section; they are not part of the page count.
- Acknowledgment of receipt of all RFP addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- Signature of a person authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.
- Transmittal letter shall be limited to two (2) pages. It will not be included in the page count.

2. Technical Proposal:

- Qualifications, Related Experience and References of Consultant: This section of the proposal should establish the ability of Consultant to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with affected local agencies directly involved in this project; strength and stability of the Consultant; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.
- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Consultant's ability to complete the project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- Describe experience in working with the various government agencies and private entities that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.

- Provide a list of past joint work by the Consultant and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.(See Exhibit B)

3. Proposed Staffing and Project Organization:

This section of the proposal should establish the method that will be used by the Consultant to manage the project as well as identify key personnel and sub consultants assigned, such as provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of “key” project staff. Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel in the appendix.

- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- Include a project organization chart that clearly delineates communication and reporting relationships with the City among the project staff and including sub-consultants.
- Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

4. Work Plan:

Consultant shall provide a narrative that addresses the Scope of Work and shows Consultant's understanding of City's needs and requirements.

- Demonstrate knowledge of the Project Understanding, knowledge of the overall City functional needs, technical work requirements of the projects; identification and knowledge of Federal, State, City, and other agency requirements, as applicable to the requested services.
- Describe the Project Approach for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Consultant’s ability to accomplish the project objectives and overall schedule.
- Identify methods that Consultant will use to ensure quality control as well as budget and schedule control for the project.
- Identify any special issues or problems that are likely to be encountered during this project and how the Consultant would propose to address them.
- Consultant is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.
- Develop a Project Schedule outline sequentially, the activities that would be undertaken in completing the tasks and specify who would perform them.

5. Exceptions/Deviations:

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Consultant wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Consultant will be deemed to have accepted the contract requirements as set forth in Section IV: Proposed Professional Services Agreement.

6. Appendices:

Information considered by Consultant to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

7. Cost and Price Proposal:

All firms are asked to submit a detailed cost proposal. Cost proposals shall be prepared to follow the order and format of the items of work listed in SECTION III SCOPE OF WORK.

8. Reference:

A completed references listing (Exhibit B) must be completed and included as part of the proposal. Failure to provide a completed references listing will result in the proposal being considered non responsive.

SECTION III – PURPOSE AND SCOPE OF WORK

PURPOSE:

In accordance with the California Cannabis Equity Act as amended by AB97 (Stats. 2019, Chapter 40), The California Bureau of Cannabis Control entered into an interagency agreement with GO-Biz for FY 2019-2020 to administer the Cannabis Equity Grants Program for Local Jurisdictions to aid local equity program efforts to support equity Consultants and licensees. The purpose of the Cannabis Equity Grants Program for Local Jurisdictions is to advance economic justice for populations and communities negatively impacted by cannabis prohibition and the “war on drugs;” This is done by providing technical, regulatory, and financial support to local jurisdictions as they promote equity by trying to eliminate barriers to enter the newly regulated cannabis industry for their Consultants and licensees. The City of Coachella was awarded Grant funding to do a Cannabis Equity Assessment Study (CEAS) of its residents. The CEAS will help inform the revision and augmentation of its existing cannabis equity program. As the cannabis industry evolves, there will be more ways to help impacted communities enter the industry, support existing Coachella businesses stay compliant, create local jobs, ensure diversity, and improve public health and safety.

The City of Coachella is soliciting for a consultant to complete the CEAS. The consultant will provide the City with technical assistance and associated materials and services to complete a

thorough and complete CEA. The consultant will be familiar with the legal requirements for the assessment and demonstrate expertise, experience, quality, and timeliness.

SCOPE OF WORK TO BE PERFORMED:

The consultant shall provide a Cannabis Equity Assessment Study for the City of Coachella that includes:

Social Equity Analysis:

- An analysis of income and poverty levels in Coachella
- Arrest, conviction, and long term collateral consequences of cannabis-related legal violations by City of Coachella residents for the period between 1995 and 2015.
- Proportion of the City population by Race/Ethnicity
- Compilation and analysis of Riverside County Sheriff, and/or other law enforcement crime statistics for cannabis-related offenses.
- Public outreach in the form of two (2) community outreach events to ensure that targeted communities are engaged in cannabis policy development and implementation
- City maps that overlay on Census Tracts using data to illustrate where impacted populations exist within the City.

List of Figures

- Proposition 25: Comparison of California and Coachella Election Results
- Proposition 64: Comparison of California and Coachella Election Results
- Coachella Felony Drug Arrests by Race (1977-2019)
- Juvenile Felony Drug Arrests, Coachella v. California (2009 v. 2019)
- Coachella Cannabis Arrests for Hispanic Individuals vs. All Other Races (1990-2019)
- Percent of Hispanic Cannabis Arrests Compared to Hispanic Population in Coachella (1990-2019)
- Cannabis Use by Race (2001-2010)
- 2017 Coachella Income Thresholds by Area Median Income (AMI)
- Concentration of Low-Income Households at or Below 80% of Median Income by Coachella Census Tract with Cannabis Bookings by Arrest Location (2010-2019)
- Tracts with Low Income Population (<80% AMI) above Median Percentage and Bookings Per 100 Persons Above 70th Percentile
- Qualified Tracts by Neighborhood, Unemployment Rate, Race Composition, and Cannabis Arrests
- Survey of Race & Ethnicity in the National Cannabis Industry
- Survey of Race & Ethnicity in the California Cannabis Industry
- Survey of Race & Ethnicity in the Coachella Cannabis Industry
- Key Barriers to Entry
- Eligibility Requirements for Coachella's Cannabis Equity Program
- Coachella Applicant Data (May-September 2020)

List of Appendices

- A. Center on Juvenile and Criminal Justice Drug Arrests Report (2019)
- B. Full List of Cannabis-Specific Statutes Reviewed
- C. Equity Program Components and Targeted Barriers to Entry
- D. Existing Resources (for Equity Applicants & Existing Licensees)
- E. Taxation: State Structure & review of Other Jurisdictions' Tax Structures

Cannabis Market Analysis:

- Identify market trends, product type movement, market estimates and forecast revenue for the County of Riverside, Coachella Valley and City of Coachella.
- Identify market drivers, restraints, opportunities, and emerging trends
- Comparative Cannabis Tax Analysis of other cities/counties
- Provide cannabis growth data and forecasts

Barriers to Entry:

- Analyze the current cannabis industry and participants in the Coachella Valley and indicate disparities and methods to improve and achieve diversity
- Identify barriers and constraints to individuals seeking to enter the regulated cannabis industry

Cannabis Equity Analysis

- a) Historical and Legislative Context of Cannabis Policies
- b) Methodology of Analysis
- c) Arrest Rates in Coachella
- d) Low Income Populations
- e) Identifying Disadvantaged Communities
- f) Existing Industry Data

Findings and Recommendations:

- Methods to measure the effectiveness of the City's equity program over time.
- Options to modify and improve the City's existing Social Equity Program
- Make recommendations that will help assure equity and diversity in Coachella's cannabis supply chain
- Focus core recommendations on the following, but not limited, policy areas: Program Eligibility, Permitting Process, Community Reinvestment, Workforce Development, Financial & Capital Access, Technical Assistance, Expungement of Criminal History, Stakeholder Engagement, Public Awareness and Education, Data Collection, Tax Compliance and Accountability, and Land Use and Zoning, etc.

PROJECT SCHEDULE:

RFP Published: January 28, 2021
Clarification Requests: Feb 11, 2021

| | |
|---------------------------------|-------------------|
| RFP Submission Deadline: | February 25, 2021 |
| Staff Evaluation Deadline: | March 3, 2021 |
| City Council to Award Contract: | March 10, 2021 |
| Study Completed: | June 10, 2021 |
| Council Presentation of Study: | June 24, 2021 |

Consultant shall provide a schedule of anticipated services to meet the scope of work. The schedule shall be submitted with a list of tasks and sub-tasks, including agency review time, internal QA/QC and calendar days anticipated to complete each of the identified tasks.

Change Orders (Change to Scope of Work)

All changes (increase or decrease in scope) must be submitted in writing for City approval. The Consultant shall submit a cost fee proposal for all changes. The City will evaluate and issue a Notice to Proceed for each Change Order separately.

Exhibit A
SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ___day of _____, 2020 by and between _____ (hereinafter “Consultant”), and the City of Coachella, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter “City”).

RECITALS

The City desires to retain a consultant having special skill and knowledge in the field of _____.

Consultant represents that Consultant is able and willing to provide such services to the City and is licensed by the State of California to provide a Cannabis Equity Assessment Study.

In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform those services as set forth in **Exhibit A** to this Agreement.

2. COMPENSATION

City agrees to pay and consultant agrees to accept as total payment for its services, the rates and charges set forth in consultant’s proposal, attached hereto and incorporated by reference. The amount to be expended for services shall not exceed (dollar amount) (\$_____) during the term of this agreement.

Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work, which fails to meet the standards of performance set forth in the Recitals, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on _____, 202_, unless terminated earlier in accordance with Section 12, below. The term of this Agreement may be extended upon a writing executed by the City Manager and the City Attorney.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Consultant shall supply City with a fully executed additional insured endorsement in substantially the form attached hereto as Exhibit C upon execution of this Agreement and shall be approved in form by the City Attorney.

b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.

d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.

e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:

(i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.

(ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.

(iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

6. INDEMNIFICATION

Consultant agrees to and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the direct or indirect operations of the Consultant or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the

events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding.

7. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

8. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

9. NOTICE

Any notice, tender, demand, delivery or other communication pursuant to this agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, sent by tele facsimile communication, or via e-mail to the following persons:

To City: Jocelyn Kane
Cannabis Liaison - City of Coachella
53-990 Enterprise Way
Coachella, CA 92236

With courtesy copy to:
City Attorney - City of Coachella
53462 Enterprise Way
Coachella, CA 92236

To Contractor:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these periods, weekends, federal, state, County or City holidays shall be excluded.

10. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

11. ASSIGNMENT

In as much as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services, which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

12. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the City Manager may require Consultant to deliver to the City all work product completed, as of such date, and in such case, such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes, as the City deems appropriate.
- b. Payment need not be made for work, which fails to meet the standard of performance specified in the Recitals of this Agreement.

13. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

15. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Coachella and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

16. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF COACHELLA

ANGELA M. ZEPEDA
City Clerk

WILLIAM B. PATTISON
City Manager

APPROVED AS TO FORM:

CARLOS CAMPOS
City Attorney

RECOMMENDED FOR APPROVAL:

CONSULTANT

Name
Executive Director – (Agency)

(NAME)
(Title)

Tax ID# _____

EXHIBIT B
REFERENCES LISTING

List and describe fully the contracts performed by your firm, which demonstrate your ability to provide the supplies, equipment, or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ E-mail Address: _____

Contract Amount: _____ Year: _____

Description of services and deliverables provided:

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ E-mail Address: _____

Contract Amount: _____ Year: _____

Description of services and deliverables provided:

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ E-mail Address: _____

Contract Amount: _____ Year: _____

Description of services and deliverables provided:

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.**