

**AMENDMENT TO LETTER OF AGREEMENT  
BETWEEN THE CITY OF COACHELLA  
AND  
CannaBiz Consulting Group, LLC**

**ARTICLE 1. PARTIES AND DATE**

This First Amendment to Letter of Agreement (“First Amendment”) dated as of the 11<sup>th</sup> day of March 2021 is entered into by and between the City of Coachella (“City”) and Christopher Martinez, Chief Executive Officer (“Consultant”), of CannaBiz Consulting Group, a California limited liability corporation with its principle place of business at 15854 Little Morongo Road, Desert Hot Springs, CA 92240.

**ARTICLE 2. RECITALS**

2.1 City and Consultant entered into that certain Letter of Agreement dated May 14, 2020 (“Agreement”), whereby Consultant agreed to provide Cannabis Consulting Services for the 2020 retail round #2 applications review and appeals programming as described in the Agreement.

2.2 City and Consultant now desire to amend the Agreement to increase the amount of compensation, and amend the scope of work to include additional services related to the City’s cannabis social equity program customer service and implementation efforts.

**ARTICLE 3. TERMS**

3.1 The following sections of the Agreement are amended as described below:

A) Task 1 under “Services” is amended to add subsections h. through k. as follows:

***“h. Assist city staff by preparing guidelines for implementation of the city’s social equity program, provide customer service and technical support to verification of eligible social equity applicants.***

***i. Facilitate a workshop, update the social equity website and create an on-line platform for centralized public information and submittal of applications.***

***j. Participate in the city’s ad-hoc review committee for social equity projects, prepare scoring sheets and appeal review guidance with city staff.***

***k. Work with city staff on implementation of GoBiz grant-funded programs, provide a cost analysis and research information for a cannabis incubator and other social equity model programs.”***

The last sentence of Paragraph #4 on Page 2 of the Agreement shall be amended as follows:

*“However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed ~~twenty five thousand dollars (\$25,000.00)~~ sixty nine thousand seven hundre sixty three dollars (\$69,763.00).”*

Sentence #2 of Paragraph #7 on Page 2 of the Agreement shall be amended as follows:

*“City shall review and pay the approved charges on such invoices in a timely manner. Services on the Projects shall begin as of May 14, 2020 and be completed by ~~December 31, 2020~~2021 unless extended by the City in writing.”*

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.4 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

CITY OF COACHELLA

CANNABIZ CONSULTING GROUP, LLC

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

