



April 01, 2023

Christopher Martinez  
CannaBiz Consulting Group  
P.O. Box 40  
Indio, CA 92202

**Re: Letter of Agreement for “Cannabis Social Equity Consulting Services”**

Dear Mr. Martinez:

This letter shall be our Agreement regarding consultant services for the City of Coachella’s Cannabis Social Equity Program as described below (“Services”) to be provided by CannaBiz Consulting Group, a California limited liability company (“Contractor”) as an independent contractor to the City of Coachella for the various applications to be received by the City (“Applications”).

The Services to be provided include the following:

1. Analyze Data. Review Coachella census data and Coachella policing agency's cannabis arrest records. Analyze Social Equity programs of cities with similar demographics to identify barriers for social equity applicants and equity policies with proven success.
2. Community Outreach. Conduct workshops to educate, solicit feedback, and inform community residents of current and future social equity opportunities.
3. Generate Report. Generate a report with findings from data and community outreach to amend the existing report. The report will include recommendations on how to incorporate social equity opportunities into the current local cannabis industry and how to improve the existing social equity program.
4. Consult. Allocate 20 hours of compliance consulting to existing social equity license holders. Consulting can be utilized for compliance, improving operational efficiencies, and application renewals.
5. Workshops. Host industry workshops to instruct cannabis operators on how to compliantly manage inventory, generate sales, report waste, and other required procedures.
6. Technical Assistance. Provide ongoing assistance to city staff and CSEP participants. This will help cannabis equity applicants and licensees acquire the knowledge and/or

skills necessary in order to gain entry to, and to successfully operate. One-on-one consulting and training, including direct interactions in group settings, to provide equity applicants and licensees the technical knowledge and expertise necessary to facilitate business ownership and employment in the cannabis industry.

7. The above tasks will be billed on a “time and material” basis based on the following rates:

Senior Consultant .....\$200 per hour  
Project Manager .....\$125 per hour  
Project Assistant..... \$75 per hour

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate of \$200.00 for Contractor and support staff identified above. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed fifty thousand dollars (\$50,000.00).

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of the Projects, Contractor shall also provide proof of workers’ compensation coverage for such employees which meet all requirements of state law. Contractor shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.

Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the current billing period.

City shall review and pay the approved charges on such invoices in a timely manner. Services on the Projects shall begin as of April 01, 2023 and be completed by October 31, 2024 unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Projects completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

**CITY OF COACHELLA**

**CONTRACTOR**

*Approved by:*

*Reviewed and Accepted by Contractor:*

\_\_\_\_\_  
Gabriel Martin                      Date:  
City Manager

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

*Approved as to form:*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Carlos Campos  
City Attorney

\_\_\_\_\_  
Title