



May 14, 2020

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

Re: Letter of Agreement for “2020 Cannabis Consulting Services”

Dear Mr. Martinez:

This letter shall be our Agreement regarding consultant services for the City of Coachella’s cannabis retail round #2 applications review and appeals programming 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. Assist City of Coachella staff with professional consultant tasks as assigned by the City Manager or designee including, but not limited to, the following:
 - a. Assist with creating and processing a merit-based review program for new Applications.
 - b. Assist in preparing scoring sheets and finalized scoring criteria and related print material
 - c. Establish an internet portal for applicants submitting new Applications.
 - d. Establish regular communication with applicants as a City staff liaison.
 - e. Develop clear forms and transparent procedures for applicants, on an Internet portal.
 - f. Maintain all Application records and make them available to the public.
 - g. Incorporate the City’s Cannabis Social Equity policies for applicants.
2. Assist staff with “Completeness Reviews”. Contractor shall organize all electronic and hard-copy files for Conditional Use Permits, Cannabis Regulatory Permits, architectural drawings, and related submittal requirements for the Round #2 Retail Cannabis Applications. This task includes coordinating the “completeness review” and sending out “incompleteness letters” as needed based on the City’s Prioritization/Selection Criteria. Contractor shall attend one staff meeting and communicate with each individual applicant, as directed by the City Manager and designee.
3. Coordination of Cannabis Review Committee duties. Contractor shall organize all hard copies and electronic copies of material needed for adequate review by the Committee, facilitate the review and ranking process with the Review Committee members as needed, conduct site visits , and otherwise engaging in detailed discussions about each project.

4. Coordination of scoring sheets. Contractor shall provide guidance to the Review Committee members as a staff liaison without influencing their independent judgment, on scores for each application, and presenting the final scoring sheets and backup material to the Director of Development Services.
5. Participation in Appeals Hearings. To the extent needed, Contractor shall attend the Appeal Hearings as expert witness outlining how the Review Committee arrived at the individual scores for appellant applications.
6. 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 twenty five thousand dollars (\$25,000.00).

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 May 14, 2020 and be completed by December 30, 2020 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.

Unless otherwise approved by the parties in writing, allowable expenses for the Contractor shall be limited to reimbursement of mileage at \$.55 per mile for meetings or site visits as requested by the City. The Contractor's hourly rate may be charged at a maximum of 50% during any travel time associated with tasks regarding applications / projects.

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:

William B. Pattison Date:
City Manager

Signature Date:

Approved as to form:

Name

Carlos Campos
City Attorney

Title