

FIRST AMENDMENT
to Agreement between the
City of Chula Vista
and
Hinderliter, de Llamas and Associates
For Cannabis Management Services

This FIRST AMENDMENT “Amendment” is entered into effective as of January 28, 2020 (“Effective Date”) by and between the City of Chula Vista (“City”) and Hinderliter, de Llamas and Associates, a California corporation, (“Consultant”) with reference to the following facts:

RECITALS

WHEREAS, City and Consultant previously entered into an agreement entitled, “City of Chula Vista Consultant Services Agreement with Hinderliter, de Llamas and Associates to Provide Cannabis Management Services” (the “Original Agreement”), effective April 1, 2019; and

WHEREAS, City and Consultant desire to amend the Original Agreement to reflect performance of the services described below, and to increase the maximum compensation amount.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Consultant agree as follows:

1. The Original Agreement is hereby amended as reflected in Exhibit A to this First Amendment, entitled “Amended and Restated Scope of Work and Payment Terms,” which is attached and incorporated into this First Amendment by this reference.
2. Except as expressly provided in this First Amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.
3. Each party represents that it has full right, power and authority to enter into, and perform its obligations under, this FIRST Amendment, without the need for any further action under its governing instruments, and that the individual executing this First Amendment on behalf of the party has the party’s authority to do so.

**SIGNATURE PAGE TO FIRST
AMENDMENT
TO
20-0033 - HDL TWO-PARTY AGREEMENT AMENDMENT RE CANNABIS APPEALS**

HINDERLITER, DE LLAMAS AND CITY OF CHULA VISTA
ASSOCIATES

BY: _____
ANDY NICKERSON
PRESIDENT

BY: _____
GARY HALBERT
CITY MANAGER

ATTEST

BY: _____
KERRY K. BIGELOW, MMC
CITY CLERK

APPROVED AS TO FORM

BY: _____
GLEN R. GOOGINS
CITY ATTORNEY

EXHIBIT A TO FIRST AMENDMENT
AMENDED AND RESTATED
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Victor De La Cruz
276 Fourth Avenue, Chula Vista, CA 91910
619-409-5959
vdelacruz@chulavistaca.gov

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.us

B. Contractor/Service Provider Contract Administration:

HINDERLITER, DE LLAMAS AND ASSOCIATES
Peggy Fickett
120 S. State College Blvd., Ste. 200
Brea, CA 92821
714-879-5000
pfickett@hdlcompanies.com

For Legal Notice Copy to:
Peggy Fickett
120 S. State College Blvd., Ste. 200
Brea, CA 92821
714-879-5000
pfickett@hdlcompanies.com

2. Required Services

A. General Description:

For cannabis management services, Consultant will review and score cannabis business applications, conduct applicant interviews, and compile a final report, with scores and merit-based ranking to inform the final selection process. Consultant will also conduct background checks, participate in administrative appeal proceedings, reassess Applicant scores when the City Manager determines reassessment is necessary and, upon reassessment, prepare a short report with Consultant's findings and an application rescore when applicable.

B. Detailed Description:

Task	Description	Deliverables	Completion Date
1	Provide review, scoring and merit-based ranking for all commercial cannabis business applications.	Review and score 136 applications.	May 15, 2019
2	Design and prepare interview process, provide support for interview panel, and conduct applicant interviews. (2 Consultant staff members)	Prepare to interview up to 60 applicants.	July 1, 2019
3	Compile all scores and prepare final report to the City.	To inform the final determination of which applicants shall be granted permits.	July 1, 2019
4	Provide up to 40 hours of subject matter expertise and technical assistance, to be used as needed.		As needed.
5	Provide a contingency for up to 15 additional application reviews and applicant interviews, if needed.		As needed.
6	Conduct provisional background reviews of individuals associated with cannabis business applications.	Prepare provisional background review report for each individual.	All provisional background reviews to be completed by December 31, 2019.
7	Participate in administrative appeal proceedings involving appeal of cannabis business application scores, when participation is requested by the City Manager. For appeal hearings, testify by phone, video, or in person, at City's discretion, in response to all issues raised on appeal, of which Consultant has relevant knowledge. For appeals in writing only, testify by written declaration in response to all issues raised on appeal, of which Consultant has relevant knowledge.	Testify at hearings or in writing about score being appealed.	As needed.
8	When the City Manager determines a score is erroneous, evaluate the City Manager's determination and reassess the application. Determine whether rescore is appropriate and, if appropriate, rescore.	Prepare short report with application reassessment findings in response to City Manager's determination	As needed.

		and, if appropriate, rescore of application.	
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3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin [April 1, 2019] and end on [December 31, 2020] for completion of all Required Services.

4. Compensation:

A. Form of Compensation

☒ Fixed Fee Paid Increments. For the performance of each phase or portion of the Required Services, as identified in section 2.B., above, City shall pay the fixed fee associated with each deliverable, in the amounts set forth below:

Task No.	Deliverable	Amount
1	Per applicant	\$2,500
2	Per applicant	\$1,000
3	Final report	\$2,000
4	40 hours of subject matter expertise and technical assistance	\$250/hour, up to a maximum of \$10,000
5	Up to additional 15 applications	As above per applicant identified in Task 1 and Task 2
6	Per individual	\$300
7	Per appeal	\$150/hr, up to a maximum of \$300 per appeal
8	Per appeal	\$150

B. Reimbursement of Costs:

☒ None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through [December 31, 2020] shall not exceed \$639,500.

5. Special Provisions:

☒ None