

PROFESSIONAL SERVICES AGREEMENT

Administrative Consulting Services
(Parties: City of Commerce and Klimt Consulting, LLC)

THIS ADMINISTRATIVE CONSULTING SERVICES AGREEMENT (“AGREEMENT”) is made and entered into this 2nd of November 2018 (the “Effective Date”) by and between the City of Commerce, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as “City” and Klimt Consulting, LLC, a limited liability company, hereinafter referred to as “Consultant.”

WHEREAS, City desires to engage the services of Consultant as an independent contractor for the purposes of providing the City consulting services related to Commercial Cannabis Permit staffing and support; and

WHEREAS, based on Consultant’s qualifications and experience, it was determined by the City that the Consultant offers an optimal combination of qualities that provide the City with the best value for the services required; and

WHEREAS, the Commerce City Council, approved the execution of this AGREEMENT on _____.

NOW THEREFORE, the Parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to the Cannabis Application Review, as specified in the Statement of Work (“SOW”) attached hereto as Exhibit "A" and incorporated herein by this reference (the "Services" or "Work").

Standard of Performance. Consultant agrees that all Services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the Services herein shall be consistent with industry standards, fit for the purpose intended.

Use of Subcontractors. Consultant shall not contract with any entity to perform in whole or in part, the Work and Services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void. Additionally, the Consultant agrees its use of any Subcontractor(s) will be subject to the following requirements, in addition to any other applicable provisions in this Agreement:

- (a) In no event will the Consultant be relieved of its obligations under this Agreement as a result of its use of any Subcontractors. If the City determines that the performance or conduct of any Subcontractor is unsatisfactory, the City may notify the Consultant in writing of the Subcontractor's unsatisfactory performance and the City's

justification for judgment. Following receipt of this notification, the Consultant will promptly take all necessary actions to remedy the performance or conduct of such Subcontractor, or replace such a Subcontractor by another third party or by the Consultant's personnel. The replacement of a previously approved Subcontractor with a new third party shall require the City's written consent. Pursuant to Section Four (4) of this Agreement, the Consultant shall indemnify the City for any and all Claims resulting from a Subcontractor's performance of or failure to perform any Services under this Agreement.

- (b) The Consultant will ensure that each Subcontractor has obtained and maintains all licenses, including business licenses, required in connection with the Services for which such Subcontractor is responsible.

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit B (the "Contract Price"). Consultant's total compensation during the term of this Agreement shall not exceed \$120,000 (hereinafter the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City Council acting in consultation with the City Administrator. Any such increase in the budgeted aggregate sum must be memorialized in an amendment to this Agreement setting forth the terms of the increase. In the event that the Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the term or any single extension term, the City may suspend the Consultant's performance pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City-approved amendment to the fees and payment terms of this Agreement. Except as otherwise expressly stated in this Agreement, the City will not pay the Consultant any additional fees, reimbursements or expenses for labor and general business expenses (including travel, meals and overhead expenses) for the Services and other obligations of the Consultant hereunder.

2.2 Method of Payment and Invoices. Unless subject to a dispute as provided in Section 2.3, invoices are payable within forty-five (45) calendar days after receipt of a correct invoice that complies with the requirements of this Agreement. Unless otherwise provided in the Fee Schedule, the Consultant shall submit to City no later than the fifteenth (15th) working day following the last day of the month during which the Services were provided, in the form approved by City. Any charges added for a particular invoice period following the invoice deadline will be improper and void, and the City will not be obligated to pay any such amounts, and will not be deemed to be in breach in the event that the City refuses to pay such amounts. Notwithstanding the foregoing, the Consultant may refund any overcharges with respect to any invoice at any time.

2.3 Disputed Amounts. The City may withhold payment of any portion of a Consultant invoice that the City in good faith disputes as due, owing or part of an invoice that does not comply with the invoice detail requirements included in Section 2.2 of this Agreement. In such case, if the City objects to any portion of an invoice, the City shall notify the Consultant of the City's objection in writing and set forth the grounds therefore within twenty-one (21) days of the date of receipt of the invoice, and the Parties immediately shall make every reasonable

effort to settle the disputed portion of the invoice. The City will pay any undisputed amounts and provide to the Consultant a written explanation of the basis for the disputes as to the disputed amounts within the time set forth above for the payment of undisputed invoices. The failure of the City to pay the disputed part of an invoice will not constitute a breach or default by the City, so long as the City complies with the provisions of this Section 2.3. All of the Consultant's obligations under this Agreement will continue unabated during the dispute resolution process.

SECTION THREE: TERM AND TERMINATION

3.1 Term and Effective Date. The term of this Agreement shall be (22) twenty-two months from the Effective Date of this Agreement and may be extended if both Parties desire to a one (1) year extension option. The Effective Date shall be the date this Agreement is fully executed by both Parties.

3.2 Termination. The term of this Agreement shall commence on the Effective Date, and terminate upon the expiration of the Agreement's term, or upon the earlier termination of this Agreement as set forth herein. Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid on a prorated basis for work completed and/or in progress at the time of issuance of such termination notice.

SECTION FOUR: INDEMNIFICATION

4.1 Indemnification. The City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to the Consultant or any other person for, and the Consultant shall indemnify, defend and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of the Consultant, its agents, officers, directors, Subcontractors or employees, committed in performing any of the services under this Agreement, or resulting from a Subcontractor's performance of or failure to perform any services under this Agreement, but excluding such Claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

- (a) Consultant shall defend any action or actions filed in connection with any such Claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- (b) Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such Claims or liabilities.

- (c) In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other Claims arising out of or in connection with the Consultant's and/or a Subcontractor's performance or failure to perform any Services under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION FIVE: RECORDS.

5.1 Records. Consultant shall keep such books and records as shall be necessary to perform the Services required by this Agreement and enable the City Administrator to evaluate the cost and the performance of such Services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles (GAAP). The City Administrator shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records. The Consultant shall maintain such books and records and make them available to the City Administrator for inspection and audit at mutually convenient times for a period of five (5) years from this Agreement's date of termination.

5.2 Ownership of Documents. All findings, information, data, drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, Subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the City Administrator, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all Subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

SECTION SIX: CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

6.1. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. The Consultant and its employees, contractors (including Subcontractors), and agents will use this confidential information only for the purposes of performing the Contractor's obligations under this Agreement. The Consultant will implement and maintain appropriate policies and procedures to safeguard the confidentiality of the City's confidential information. The Consultant acknowledges and agrees to contractually bind its Subcontractors to comply with the same confidentiality requirements to which the Consultant is bound under this Agreement. The Consultant, its officers, employees, agents, or Subcontractors, shall not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

6.2 Consultant shall promptly notify the City should Consultant, its officers, employees, agents, or Subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

6.3 Regardless of the form of any formal agreement that the Consultant has signed with its employees, contractors (including Subcontractors), and agents, the Consultant will retain liability for all breaches of this Agreement and for acts of omissions and/or unauthorized use or disclosure of the City's confidential information by its officers, employees, contractors (including Subcontractors), agents and the like.

6.4 The Parties' obligations of nondisclosure and confidentiality with respect to the other Party's confidential information will survive the expiration or termination of this Agreement for a period of five (5) years from the expiration or termination of this Agreement.

SECTION SEVEN: LEGAL RELATIONS AND RESPONSIBILITIES.

7.1 Compliance with Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all Work and Services performed by or on behalf of Consultant.

7.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement.

7.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

7.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of

Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

7.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

7.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. However, the Parties may agree to submit any dispute to non-binding arbitration.

7.7 Disputes. In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor. The injured Party shall continue performing its obligations hereunder so long as the injuring Party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the City Administrator; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to any legal action related to the enforcement of this Agreement.

7.8 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.9 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.10 Attorney's Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

7.11 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

7.12 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

7.13 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

7.14 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by the Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or consultant, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such written consent shall be void and of no effect.

SECTION EIGHT: INSURANCE

8.1 Required Insurance Coverage. During the term, and for such other periods as may be required herein, at its sole expense, the Consultant will provide and maintain insurance that is consistent with acceptable and prudent business practices, including, at a minimum, coverage with an insurance company admitted to do business in California, consistent with the rating requirements contained below, and be approve in writing the City.

8.2 Evidence of Insurance. Concurrent with the Effective Date, and thereafter at the City's request, the Consultant will deliver to the City certificates of insurance evidencing the insurance required hereunder, together with appropriate and separate endorsements (if applicable).

8.3 Endorsements. The commercial general liability insurance policy and automobile insurance policy shall contain or be endorsed to contain the following provisions:

- (d) Additional insureds: “The City of Commerce and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased hired, or borrowed by the Consultant.”
- (e) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to the City.”
- (f) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects to the City of Commerce, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Commerce shall be excess and not contributing with the insurance provided by this policy.”
- (g) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided by the City of Commerce, its officers, officials, agents, employees, and volunteers.
- (h) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- (i) The Workers’ Compensation policy shall provide a waiver of subrogation in favor of the City.

8.4. Ratings Requirements. All providers of insurance will have an A.M. Best Company rating of A- and a Financial Size Category of IV or better, unless otherwise approved in writing by the Director of Finance.

8.5 Non-limiting. Nothing in Section 9 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

8.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and amounts over \$25,000, approved by the City.

SECTION NINE: GENERAL WARRANTY DISCLAIMER

Except as expressly stated in this agreement, neither Party makes any express warranties to the other, nor does each Party excludes all implied warranties or covenants, including, but not

limited to, the implied warranties or covenants of merchantability and fitness for a particular purpose.

9.1. Consultant Representations, Warranties, and Covenants. The Consultant represents and warrants to the City that:

- (a) it is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification;
- (b) it has all necessary rights, powers, and authority to enter into and perform this Agreement and to bind its City with respect to the same, and the execution, delivery, and performance of this Agreement by the Consultant have been duly authorized by all necessary corporate actions;
- (c) the execution and performance of this Agreement by the Consultant shall not violate any law, statute or regulation, and shall not breach any agreement, covenant, court order, judgment or decree to which the Consultant is a party or by which it is bound;
- (d) it has, and promises that it shall maintain, in effect, all governmental licenses and permits necessary for it to provide the Services contemplated by this Agreement;
- (e) this Agreement constitutes a valid, binding and enforceable obligation of the Consultant;
- (f) Consultant, and its Subcontractors, has obtained or agrees to apply prior to performing any Services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by the City. No payments shall be made to Consultant until such business license(s) has been obtained;
- (g) it has the skills, resources and expertise to provide all Services in accordance with the terms of this Agreement and associated SOW;
- (h) without limiting the generality of the foregoing, all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity provided;
- (i) it represents and warrants to the City that it is in compliance with the City's Conflicts of Interest Code and that it conducts its business in a manner that is consistent with this City policy;
- (j) it represents and warrants to the City that, as of the Effective Date, there is no pending or anticipated claim, suit or proceeding that involves the Consultant or any of its affiliates or Subcontractors that might adversely affect the Consultant's ability to perform its obligations under this Agreement. The Consultant shall notify the City within seven (7) calendar days of the Consultant's knowledge of any such actual or anticipated claim, suit or proceeding;

(k) it shall comply with any laws, ordinances, statutes, rules, regulations, or orders of governmental or regulatory authorities to which it is subject, and shall obtain any licenses, permits, franchises, or other governmental authorizations necessary for the ownership of its properties or the conduct of its business, of which violation or failure, either individually or in the aggregate, might materially and adversely affect its business, properties or financial condition, the consummation of the transactions contemplated by this Agreement, and the performance of its obligations hereunder;

9.2 City's Representations, Warranties, and Covenants. The City represents and warrants to the Consultant that:

(a) it has all necessary rights, powers and authority to enter into and perform this Agreement, and that the execution, delivery and performance of this Agreement by the City has been duly authorized by all necessary corporate action; and

SECTION TEN: MISCELLANEOUS

10.1 Notices. Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF COMMERCE
Attention: City Administrator
2535 Commerce Way
Commerce, CA 90040

To Consultant: Klimt Consulting, LLC
Attention: Renea Ferrell
8939 S. Sepulveda Blvd. Suite#110, 784
Los Angeles, CA 90045

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement.

10.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the Parties hereto.

10.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

10.7. Entire Agreement. This Agreement, including all Exhibits and Addenda hereto, contains the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the Parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either Party unless made in writing and executed by the Consultant and the City.

10.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be executed in either original or faxed form, and the Parties hereby adopt as original any signatures received via facsimile.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the patties have entered into this Agreement as of the date first written above.

CITY:

CONSULTANT:

CITY OF COMMERCE

KLIMT CONSULTING, LLC

By: _____
City Administrator
Edgar P. Cisneros

By: _____
Renea Ferrell
President

ATTEST:

By: _____
Lena Shumway
City Clerk

APPROVED AS TO THE FORM

By: _____
Noel Tapia
City Attorney

EXHIBIT A: STATEMENT OF WORK

- Review cannabis applications and work with applicants to ensure applicants met and continue to meet the City's criteria such as prior experience, community engagement, knowledge of business and state guidelines.
- Address applicant questions and inquiries from interested parties.
- Work with staff and selected applicants to assist in the establishment of cannabis businesses selected and approved by the Commerce City Council.

EXHIBIT B: FEE SCHEDULE

Hourly Rates:

President	\$106.00
Senior Associate	\$ 95.00
Associate	\$ 85.00
Project Associate II	\$ 65.00
Project Associate I	\$ 55.00
Secretary	\$ 40.00