

FIRST AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

TIERRA WEST ADVISORS,INC.

Implementation and Coordination of Cannabis Application and Permit Process

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“First Amendment”) is made and entered into this _____ day of _____, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and TIERRA WEST ADVISORS,INC., a California corporation (“Consultant”), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated January 19, 2024 (“Agreement”); and

WHEREAS, the City desires to have Consultant continue providing the services referenced in that Agreement; and

WHEREAS, the Agreement is set to expire on October 31, 2024; and

WHEREAS, the City and Consultant have agreed to extend the term of the Agreement through January 31, 2025, and add additional compensation in the amount of One Hundred Five Thousand Dollars (\$105,000.00), for total compensation not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00), for the extended term of the Agreement.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 2, Term, is hereby amended to extend the term of the Agreement through January 31, 2025.

2. Section 3, Compensation/Payment, is hereby amended to add additional compensation in the amount of One Hundred Five Thousand Dollars (\$105,000.00), for total compensation not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00), for the extended term of the Agreement.

3. Exhibit “B” of the Agreement is amended and replaced in its entirety with Exhibit “B-1,” attached hereto and incorporated herein by this reference.


4. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this First Amendment, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

TIERRA WEST ADVISORS, INC.,
a California corporation


By: _____
City Manager

By: 
john yonai (Jan 26, 2024 10:22 PST)
Print Name: JOHN N YONAI
Its: Vice President-COB
(Signature of Board Chair, President, or Vice
President)

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By: 
Rose Acosta Yonai (Jan 29, 2024 11:01 PST)
Print Name: Rose Acosta Yonai
Its: CEO/Secretary
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer, or Assistant Treasurer)

By: 
Chief Financial Officer

Approved as to Form:


By: 
Deputy City Attorney

EXHIBIT "B-1"
COMPENSATION

FEE SCHEDULE/COST PROPOSAL

Classification	Rate
Principal	\$225
Director	\$210
Senior Associate	\$185
Associate	\$165
Senior Analyst	\$145
Analyst	\$130
Research Assistant/Technician	\$115
Word Processor	\$85
Clerical	\$70
Reimbursables Cost plus 10%	

There will be no charge or reimbursement claims for telephone and or fax calls, postage, mileage, parking, and incidental photocopies. We do, however, charge for additional insured certificates, messenger services, overnight mail costs, and copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged at actual expense plus a 10% surcharge.

As stated in the request for bids, the City’s total contract amount will not exceed \$25,000.00 dollars. However, based upon our discussions with City Staff and review of the anticipated work and number of anticipated applications, **the contract to complete the services described will exceed the budget amount provided in the City RFP.**

Our team will be available to begin work with the City of Riverside during the month of November 2023 and continue this effort through November 2024 or however long is needed.

Scope of Work

In addition to the typical cannabis administration processes that we have detailed in this proposal, Tierra West will be prepared to manage the City’s stated Scope of Work that will generally consist of, but will not necessarily be limited to, the following:

- *Communication and coordination internally and externally;*
- *Respond to emails and phone calls;*
- *Prepare and manage the FAQ’s and process timeline;*
- *Prepare and release application/proposal process;*
- *Review for completeness all applications/proposals received;*
- *Coordinate the internal review team;*
- *Review and troubleshoot the ranking input;*
- *Provide reports, progress and outcomes of review/ranking;*
- *Coordinate the communication and website postings;*
- *Prepare and release the Site Process;*
- *Coordinate all communications and FAQ’s;*
- *Ensure the efforts stay on time.*