



REQUEST FOR PROPOSAL NO. 202223-04

CITY OF MADERA

**Administrative Hearing Officer for Cannabis Business
Permitting Process**

Date Released: September 30, 2022

Proposals are due Monday, October 31, 2022 prior to 5:00 PM.

TABLE OF CONTENTS

| | |
|---|----|
| I. BACKGROUND | 3 |
| II. GENERAL INFORMATION | 4 |
| III. GENERAL INSTRUCTIONS AND PROVISIONS..... | 5 |
| IV. SCOPE OF SERVICES | 7 |
| V. INSURANCE REQUIREMENTS FOR CONSULTANTS | 8 |
| VI. PROPOSAL REQUIREMENTS | 10 |
| VII. PROPOSAL EVALUATION | 12 |
| ATTACHMENT A | 15 |
| VENDOR INFORMATION FORM | 15 |
| ATTACHMENT B | 17 |
| FEE SCHEDULE | 17 |
| ATTACHMENT C | 18 |
| RFP REFERENCE FORM | 18 |
| ATTACHMENT D | 19 |
| SAMPLE CONSULTANT SERVICES AGREEMENT | 19 |

**REQUEST FOR PROPOSAL
FOR
ADMINISTRATIVE HEARING OFFICER FOR CANNABIS PERMITTING PROCESS**

The City of Madera (City) is soliciting proposals from qualified individuals to serve as contract Administrative Hearing Officers for appeals to the cannabis business permitting process in accordance with this Request for Proposal (RFP). The intent of this RFP is to identify one or more firms to meet the City's need. Successful firm(s) selected by the City will be awarded a contract on an as-needed basis.

I. BACKGROUND

The City of Madera incorporated in 1907. The City is a general law City and operates under the City Council/City Manager form of government. The City covers approximately 16 square miles, with a population of 66,000. Located in the central San Joaquin Valley of California, Madera is approximately 15 minutes north of the largest city within the region, Fresno.

The City has only licensed cannabis deliveries within the city by out-of-city vendors in the past. In November 2020, a cannabis tax measure was passed, and the following June 2021, City Council approved a regulatory ordinance (Madera Municipal Code Chapter 5 to Title IV) to permit commercial cannabis businesses. The City has not yet issued permits for commercial cannabis businesses and the application window is now closed.

The application process is a merit-based process with four phases and applicants are permitted to appeal at each phase in the process. The City seeks qualified attorneys that can serve as contract administrative hearing officers for the appeal hearings. The successful firm(s) selected by the City will be awarded a contract on an as-needed basis. The total amount of any one contract shall not exceed \$100,000 (one hundred thousand dollars).

A. Minimum Qualifications

Firms must meet the Minimum Qualifications to be considered for this Request for Proposal. Minimum Qualifications:

- Be an attorney in good standing with the State Bar of California.
- Have at least 5 years of experience in municipal/public agency law.
- Have previous experience in administrative hearings prosecuting and/or defending cases.

- Be able to conduct hearings virtually, or at City of Madera's City Hall located at 205 W 4th Street Madera, CA 93637 at the discretion of City.
- Be in possession of a current City of Madera business license or be able to obtain one.

B. Desirable Qualifications

- Experience as an administrative hearing officer.
- Experience in cannabis-related administrative hearings.

II. GENERAL INFORMATION

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this RFP. The City's Purchasing Division contact set out in RFP will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by the City's Purchasing Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on City's website at www.madera.gov/purchasing Bids and Announcements. Addenda will also be provided to all prospective hearing officers who have submitted a Letter of Intent to Respond via email. Any interpretation of, or correction to this solicitation will be made only by addendum issued by the City's Purchasing Division. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

Schedule of Events: This Request for Proposal shall be governed by the following schedule:

| <i>RFP Schedule</i> | |
|---|---------------------------|
| RFP Release | September 30, 2022 |
| Deadline for Written Questions | October 14, 2022, 5:00 PM |
| Response to Questions Posted on Website | October 19, 2022 |
| Proposals Due Date and Time | October 31, 2022, 5:00 PM |
| Review of Proposals and Contract Negotiations | November 4, 2022 |
| Council Consideration of Award of Contract | November 16, 2022 |

A. Inquiries

Any questions related to this RFP shall be submitted in writing to the attention of Jennifer Stickman, Procurement Services Manager via email at jstickman@madera.gov no later than 5:00 PM on October 14, 2022.

No oral question or inquiry about this RFP shall be accepted. No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications should be submitted in writing per the process described in this document.

B. Submittals

1. To ensure the delivery of your proposal, it is required that you email your proposal to Jennifer Stickman, Procurement Services Manager at jstickman@madera.gov by 5:00 PM on Monday, October 31, 2022. **No hard copies will be accepted.**
2. Proposals shall be sent with the subject line: "RFP No. 202223-04 Administrative Hearing Officer for Cannabis Business Permitting Process" by the time and date specified above.
3. Proposals must be sent as an email attachment in pdf file format in one single file.
4. Proposals received after the time and date specified above will be considered nonresponsive and will not be opened.

III. GENERAL INSTRUCTIONS AND PROVISIONS

- A. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening.
- B. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.
- C. Attention of Proposers is especially directed to the requirements which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful Proposer.
- D. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.
- E. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- F. The City reserves the right to seek supplementary information from any Proposer at any time after official proposal opening and before the award.

- G. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at www.madera.gov/purchasing under Bid Announcement and Results and provided to all Proposers who have submitted a Letter of Intent to Respond via email. However, it is the Proposer's responsibility to contact City's Purchasing Division prior to submitting a proposal to determine if any amendments were made to the RFP.
- H. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.
- I. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- J. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the proposer already have their license, please indicate the license number and expiration date on Attachment A, Vendor Information Form.
- K. An active State Bar of California number, as well as any other Federal or State of California License/Certification required to provide the services will be required. A Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in the RFP in Section V will also be required prior to award of a contract.
- L. An award will be made as soon as reasonably practical after the opening of Proposals.
- M. The successful Consultant shall enter into a formal agreement with City which will be very similar in content to the Attachment D "Sample" Consultant Services Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP as well as general contract requirements of the City.
- N. An award under this RFP will not be based solely on the price. If an award is made, it will go to the proposer(s) with the best overall proposal who provides the best value to the

City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

- O. The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved by the City Council.
- P. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.
- Q. By submitting a proposal, the prospective Consultant certifies that its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process. The proposal will be used to determine the prospective Consultant's capability of rendering the services to be provided.
- R. Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act and may be determined to be public records subject to disclosure, even if the prospective hearing officer claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

Each prospective Consultant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a prospective Consultant submits, is a trade secret. If a request is made for information marked as "confidential" by the prospective Consultant in their proposal, the City will provide the prospective Consultant who submitted such information with reasonable notice to allow the firm to seek protection from disclosure by a court of competent jurisdiction.

IV. SCOPE OF SERVICES

A. Objectives

The Administrative Hearing Officer shall preside over hearings on appeals to the City's cannabis business permitting process. Prospective consultant is expected to be familiar with the City's cannabis business permitting procedures and guidelines, as well as all other related documents pertaining to the City's permitting process. Documentation can be found on the City's website here: www.madera.gov/cannabis

Hearings will occur as requested by the City Manager, or his/her designee, and responsibilities will include:

- Scheduling hearings;
- Reviewing case documentation;
- Conducting hearing;
- Preparing a written determination; and
- Performing all other services as outlined in the agreement for services, including all work necessary for the effective handling of the City's cannabis business permitting appeal hearing process.

The City will provide administrative support in scheduling hearings and providing hearing rooms, documents, materials, and equipment necessary for carrying out hearings.

B. Timeframe to hold hearings.

Time is of the essence. At close of each phase, hearings shall be conducted within 30 days of notice to hearing officer of those who wish to appeal.

V. INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City. **While the listed insurance limits are preferred, if the proposer currently maintains lower limits, those limits must be disclosed with their proposal.**

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- \$2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant

arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant

hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

VI. PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in

preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

A. **Cover Letter.**

The letter should:

1. Introduce the proposing firm.
2. Provide the address of the office where the relationship will be domiciled.
3. Acknowledge review of any published Addenda as of the date of submission.
4. Attachment A, Vendor Information Form.
5. Be signed by an authorized agency officer.

No pricing information should be included in the section. The cover letter shall be addressed to:

Jennifer Stickman, Procurement Services Manager
Finance Department
City of Madera
205 W. 4th Street
Madera, CA 93637

B. **Qualifications and Experience**

Submit evidence that the individual meets the Minimum Qualifications identified in this RFP, including State Bar Number. Describe your relevant qualifications and experience as an administrative hearing officer and as an attorney in the public and/or private sector. Additionally, describe your experience with cannabis regulations, including municipal level permitting processes. Include the number of years of experience for each category.

C. **Resume**

Provide a copy of your resume.

D. **References**

Using the RFP References form in Attachment C, provide at least three references regarding your experience as an administrative hearing officer and as an attorney in the public and/or private sector, particularly with cannabis regulations and permitting processes. Briefly describe the scope of work for each reference. Include the date of hire, the contract amount, and current status of the contract. References must include contact name and email address.

E. **Scope of Work**

Describe how you will accomplish each task listed in the scope of work and your specific experience with each of the tasks provided. Indicate number of hours projected to complete each task. You may provide samples of reports or any deliverables for purposes

of demonstrating formatting (samples must not include private data of any company for which consultant services were provided).

F. Pricing

Attachment B, Fee Schedule. Complete hourly rate column, or price per task column if your fee structure is task-based. Include additional sheets if necessary.

G. Proposed Agreement for Services

Identify any requested modifications to the sample agreement for services provided as Attachment D to this RFP. Any change that the consultant desires to terms of the sample agreement must be clearly specified in the submitted proposal. You must provide a statement of agreement with the attached sample agreement, or recitation of edits required for proposer to execute the contract.

VII. PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a City of Madera Selection Committee (Committee). The Committee may be composed of City of Madera staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Madera Purchasing Division only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City of Madera requirements as set forth in this RFP.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

The Evaluation Criteria Summary and their respective weights are as follows:

| No. | Written Evaluation Criteria | |
|------------------|--------------------------------|------------|
| 1 | Completeness of Response | 15 |
| 2 | Qualifications & Experience | 10 |
| 3 | Scope of Services & Scheduling | 20 |
| 4 | References | 10 |
| 5 | Fee Schedule | 40 |
| Subtotal: | | 100 |

1. Completeness of Response (15 points)

- a. Responses to this RFP must be complete. Responses that do not include the Proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete.

2. Qualifications & Experience (10 points)

- a. Describe the qualifications and experience of the organization, entity, or individual performing services/projects within the past five years that are similar in size and scope to demonstrate competence to perform these services.
- b. Resume or curriculum vitae, listing education, training, background, and experience of the individuals conducting the hearings.
- c. Evidence of California State Bar membership of the individuals conducting the hearings.
- d. Two (2) writing samples of administrative hearing decisions and/or briefs filed with an administrative or quasi-judicial body in the State of California.

3. Scope of Services & Scheduling (20 points)

- a. Provide description of proposed services that address the scope in section IV.
- b. Provide an explanation of the purpose of informal hearings and the role of the hearing officer in the process.
- c. Describe your availability. How many days advance notice do you need for scheduling an informal hearing? Also, include any fixed days and times that you are not available. Proposed hearing schedule is during traditional business hours of Monday through Friday between the hours of 8:00 am and 5:00 pm.

4. References (10 points)

- a. Include a detailed description of a minimum of three (3) projects or contracts within the past five (5) years which include the following information:
 - i. Contracting agency
 - ii. Contracting agency project manager or contract administrator contact information (must include email address for each contact)
 - iii. Contract amount
 - iv. Date of contract
 - v. Date of completion of contract
 - vi. Description of services provided

5. Fee Schedule (40 Points)

- a. Provide a fee schedule/pricing information for the project, including:
 - i. Hourly rate for hearings billed at quarter hour increments.
 - ii. Daily minimum hours.
 - iii. Proposed minimum charge for no-show applicants/contestants; cancellation rates (including the number of days advance notice needed prior to charging the cancellation rate).
 - iv. Initial orientation and subsequent trainings hourly rate.
 - v. Rates of compensation and description of any reimbursable charges.

Proposals shall be valid for a minimum of 180 days following submission.

ATTACHMENT A

**VENDOR INFORMATION FORM
FOR**

RFP No. 202223-04 for Administrative Hearing Officer for Cannabis Business Permitting

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON-PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title | Phone |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Federal Tax Identification Number: _____

City of Madera Business License Number: _____

(If none, you must obtain a City of Madera Business License upon award of contract.)

City of Madera Business License Expiration Date: _____

ATTACHMENT B

FEE SCHEDULE

| <i>Task</i> | <i>Description</i> | <i>Hourly Rate</i> | <i>Price per Task/Package</i> |
|-------------|--|--------------------|-------------------------------|
| 1 | Preparation for hearings as scheduled by City staff | | |
| 2 | Daily minimum hours | | |
| 3 | Conducting hearings at Madera City Hall | | |
| 4 | Conducting hearings remotely | | |
| 5 | Preparing written determinations | | |
| 6 | All other services, including all work necessary for the effective handling of the City's administrative appeal hearings | | |
| 7 | Initial orientation and subsequent trainings | | |
| 8 | Mileage Fee | | |
| 9 | Travel Time | | |

***Cancellation Fee if any and when it is triggered:** _____

**** Reimbursables (describe):** _____

ATTACHMENT C

RFP REFERENCE FORM

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

ATTACHMENT D

SAMPLE CONSULTANT SERVICES AGREEMENT

**(SAMPLE) AGREEMENT FOR HEARING OFFICER SERVICES
BETWEEN
CITY OF MADERA
AND**

(Cannabis Permitting Process)

This Services Agreement, (hereinafter referred to as the "Agreement"), effective _____, is entered between the City of Madera, a municipal corporation, (hereinafter referred to as "City"), and _____, (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, City issued a Request for Proposals for administrative hearing officer services; and

WHEREAS, Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement; and

WHEREAS, City desires to obtain the Services from Consultant, and Consultant desires to provide the Services to City, on a non-exclusive basis and in full compliance with controlling federal, state and local laws, rules and regulations; and

WHEREAS, Consultant provides such Services on a contract basis, as an independent contractor, possessed of and exercising the complete right to control the means of accomplishing said Services; and

WHEREAS, City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement shall be on an as-needed basis for a two year period effective from the date first set forth above.
2. **Scope of Work.** Consultant shall perform the Services described in **Exhibit A** which is attached and incorporated by reference.

- 2.1. Consultant acknowledges and agrees that any Services he provides to City shall be on a non-exclusive basis.
- 2.2. The parties acknowledge and agree that the Consultant, in the performance of this Agreement and the authority delegations provided for in this Agreement and **Exhibit A** hereto, shall exercise his/her/their independent judgment and shall not take direction, directly or indirectly, in connection therewith from the City Manager, the Mayor, the City Council (or any member thereof), or any other person.
- 2.3. Consultant represents and warrants that he/she/they is qualified to act as an administrative hearing officer for purposes of City of Madera Ordinance meeting all experience, training, and current requirements thereunder.
- 2.4. City will make available in its City Hall a suitable room for the conduct of hearings.

3. **Compensation.** City shall pay Consultant as follows:

- 3.1. Consultant shall be compensated in accordance with **Exhibit B** which is attached and incorporated by reference.
- 3.2. Such fee shall be payable monthly in arrears upon City's receipt and approval of Consultant's certified written payment request and within thirty (30) business days thereof. Consultant shall utilize the payment certification and request form supplied by the City.
- 3.3. Consultant agrees to provide any substantiation and support for Services, fees, costs, and expenses upon the reasonable request of the City for a period of one (1) year after final payment. Records of Consultant's expenses pertaining to the Services shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three (3) years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Consultant pertaining to the Services shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this Agreement.

4. **Termination.** Remedies and Force Majeure.

- 4.1. This Agreement shall terminate without any liability of City to Consultant upon five (5) business days prior written notice by City to Consultant or by Consultant to City.

- 4.2. Immediately upon any termination of this Agreement, Consultant shall (i) immediately stop all work hereunder, except for completing those hearings that have commenced and where evidence has been presented prior to termination or expiration of this Agreement; (ii) immediately cause any and all of its subcontractors to cease work, except for completing those hearings that have commenced and where evidence has been presented prior to termination or expiration of this Agreement; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Consultant that are owned by City. Subject to the terms of this Agreement, Consultant shall be paid compensation for satisfactory rendition of services prior to the effective date of termination. Consultant shall not be paid for any work or Services performed, or costs incurred, which reasonably could have been avoided. Consultant shall complete those hearings that have commenced and where evidence has been presented prior to termination or expiration of this Agreement, and subject to the terms of this Agreement, Consultant shall be paid compensation for satisfactory rendition of such services. The requirements of the preceding sentence shall survive expiration or termination of this Agreement.
- 4.3. Upon any termination or expiration of the Agreement, City may (i) exercise any right, remedy (in contract, law, or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement.
- 4.4. Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence, such as: acts of God or the public enemy; acts of City in its contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; unusually severe weather; and delays of common carriers. Consultant shall notify City Manager in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to City Manager of the cessation of such occurrence.

5. Indemnification and Insurance.

- 5.1. Indemnification and Defense. Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole negligence or

willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

5.2. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

5.3 The provision will survive expiration or termination of this Agreement.

6. **Conflict of Interest.** Prior to City's execution of this Agreement, Consultant shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as **Exhibit D** and incorporated herein by reference. During the term of this Agreement, Consultant shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Consultant on **Exhibit D**.

6.1. Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

6.2. Consultant shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et seq.*).

6.3. Consultant represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.

6.4. This Section 6 shall survive expiration or termination of this Agreement.

7. **Nondiscrimination.** Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, Consultant will comply with all laws and regulations, as applicable. Specifically, no person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national

origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

8. **Invalid Provisions.** The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of the Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.
9. **Independent Contractor.** Consultant is and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the City. However, City shall retain the right to verify that Consultant is performing his respective obligations in accordance with the terms hereof.
 - 9.1. Because of his status as an independent contractor, Consultant shall have absolutely no right to employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with his other obligations under this Agreement, Consultant shall be solely responsible for all matters relating to employment and tax withholding for and payment of Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Consultant may be providing services to others unrelated to City or to this Agreement.
10. **Partnership/Joint Venture.** This Agreement does not evidence a partnership or joint venture between Consultant and City. Unless specifically provided for herein, the Consultant shall have no authority to bind the City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Consultant shall bear his own costs/expenses in pursuit hereof.

11. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, by registered or certified mail, return receipt requested with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.
 - 11.1. Personal service, as aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 AM, on the fourth (4th) calendar day following date of deposit in the United States mail of such registered or certified mail, properly addressed and postage prepaid.
12. **Non-Assignment.** This Agreement is personal to Consultant and there shall be no assignment by Consultant of his rights or obligations under this Agreement without the prior written approval of City.
13. **Non-Solicitation.** Consultant represents and warrants that he has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Agreement or any rights/benefits hereunder.
14. **Compliance with Law.** In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
15. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.
16. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.
17. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19. General Provisions.

19.1. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

19.2. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

19.3. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

19.4. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

19.5. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. Final Agreement. This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements between City and Consultant. This Agreement may be modified only by written instrument duly authorized and executed by both City and Consultant.

Notice. Any notice required pursuant to this Agreement shall be deemed delivered if given in writing, mailed with postage prepaid, addressed and directed as follows (or at such other address as the parties may from time to time designate by written notice)

CITY:

CONSULTANT:

City of Madera

Attn: Arnoldo Rodriguez
205 W. 4th Street
Madera, CA 93637
Phone: 559-661-5400
Email: arodriguez@madera.gov

Phone:
Email:

IN WITNESS WHEREOF, the parties have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA
a municipal corporation

CONSULTANT

By: _____
Arnoldo Rodriguez
City Manager

By: _____

Date: _____

Date: _____

ATTEST:
Alicia Gonzales
City Clerk

By: _____
Deputy

APPROVED AS TO FORM

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibits:
Exhibit A – Scope of Services
Exhibit B – Schedule of Compensation
Exhibit C – Insurance Requirements
Exhibit D – Conflict of Interest Disclosure Form

EXHIBIT A
SCOPE OF SERVICES

Agreement for Administrative Hearing Officer Services for Cannabis Permitting Process
between
City of Madera and _____

Consultant shall perform non-exclusive administrative hearing officer services as provided in this Agreement and in accordance with the following additional requirements and descriptions:

1. Depending on the number of appeals for which Consultant is assigned, Consultant shall provide the number of hours of services reasonably necessary to adequately perform the services of an Administrative Hearing Officer for the cases assigned to the Consultant. The assignments to Consultant will be on a case-by-case basis. There is no minimum number of cases or hours guaranteed to Consultant.
2. Consultant's point of contact with the City shall be City Manager, Arnoldo Rodriguez, or other designee named by the City Manager.
3. Consultant and City each acknowledge and agree that Consultant will be a fair and impartial hearing officer; and that City, except for purposes of submitting evidence and testimony as part of the hearing proceeds, will not in any manner influence, directly or indirectly, decisions made or to be made by Consultant.
4. Consultant shall immediately notify the City Manager of (i) any specific matter coming before Consultant for which Consultant must recuse himself from hearing the matter because of a conflict of interest, and (ii) any practical reason why Consultant is unable to serve. Under such circumstances, the City Manager may appoint another hearing officer to hear the respective administrative hearing(s) or have the matter assigned to another permanent hearing officer.
5. Consultant shall sit as the trier of fact and shall rule on questions of law and admissibility of evidence. Consultant shall demonstrate the objectivity necessary to conduct a fair and impartial review. Consultant shall ensure that all rulings are consistent with the Madera Municipal Code.
6. Consultant shall provide fair and impartial hearings for appeals of City's cannabis permitting process.
7. Consultant shall be responsible for performance of all aspects of conducting the administrative hearings, including related correspondence with appellants and respondents, scheduling of hearings, preparation and preservation of the hearing record and the rendering of a decision in each matter, all in accordance with and subject to controlling law and the time frames provided therein.

8. Consultant shall conduct hearings in the facility designated and provided by City.
9. Consultant shall keep an accounting of his time and submit to City Manager's Office on a monthly basis for the purpose of accounting and cost allocation to City Departments.

SAMPLE

EXHIBIT B
SCHEDULE OF COMPENSATION

Agreement for Administrative Hearing Officer Services for Cannabis Permitting Process
between
City of Madera and _____

| <i>Task</i> | <i>Description</i> | <i>Hourly Rate</i> | <i>Price per Task/Package</i> |
|-------------|--|--------------------|-------------------------------|
| 1 | Preparation for hearings as scheduled by City staff | | |
| 2 | Daily minimum hours | | |
| 3 | Minimum charge for no-show applicants/contestants; cancellation rates (including the number of days advance notice needed prior to charging the cancellation rate) | | |
| 4 | Conducting hearings at Madera City Hall | | |
| 5 | Conducting hearings remotely | | |
| 6 | Preparing written determinations | | |
| 7 | All other services, including all work necessary for the effective handling of the City's administrative appeal hearings | | |
| 8 | Initial orientation and subsequent trainings | | |
| 9 | All other rates of compensation for reimbursable charges | | |

EXHIBIT C
INSURANCE REQUIREMENTS

Agreement for Administrative Hearing Officer Services for Cannabis Permitting Process
between
City of Madera and _____

A. Insurance Requirements.

Consultant shall maintain limits no less than:

- \$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- \$2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

Administrative Hearing Officer Services for Cannabis Permitting Process

| | | YES* | NO |
|---|---|--------------------------|--------------------------|
| 1 | Are you currently in litigation with the City of Madera or any of its agents? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Do you represent any firm, organization or person who is in litigation with the City of Madera? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Do you currently represent or perform work for any clients who do business with the City of Madera? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project? | <input type="checkbox"/> | <input type="checkbox"/> |
| * If the answer to any question is yes, please explain in full below. | | | |

Explanation: _____

Signature _____

(name) _____

(address) _____

(city state zip) _____

☐ Additional page(s) attached.