

AGREEMENT FOR ADVANCE OF FUNDS
Commercial Cannabis

THIS AGREEMENT FOR ADVANCE OF FUNDS is between _____ ("Applicant") and the City of Woodland, a municipal corporation of the State of California ("City"). It is effective on the date that an application for a land use entitlement is accepted for processing by the City. (For purposes of this Agreement, the term "Applicant" includes a) the property owner, and/or b) any authorized agent of the property owner for whose property the entitlement is sought).

THIS AGREEMENT is made with reference to the following facts, among others:

A. The application pertains to real property commonly identified as Assessor's Parcel(s) No(s) _____, with a street address of _____ ("the property").

B. Applicant has filed, and the City, through its Community Development Department, has accepted for processing, an application for a cannabis entitlement for the property. (The term "application" includes a pre-application if applicable, conditional use permit, cannabis business permit and other associated applications). The Application number is (the "Application").

C. The City requires an applicant for a land use entitlement to pay all costs associated with the processing of an application.

D. Applicant agrees to pay such costs as herein provided.

1. Applicant agrees to pay the City all costs incurred, both direct and indirect, including State-mandated costs, associated with the review and processing of the Application for a land use entitlement with respect to the property.

2. The obligation set forth in section 1 above applies even if the Application is withdrawn or is not approved.

3. The term "costs" includes all items within the scope of the City's adopted Master Fee Schedule, as well as the cost of retaining professional consultants to prepare environmental documentation, provide planning, engineering, building inspection, and legal services, and to perform other functions related to review and processing of the application.

4. Applicant understands that one or more payments will be required to cover the costs described above at such time(s) as requested by the Community Development Director.

5. Applicant must, at all times have on deposit a sufficient amount to cover estimated future billings. Such amount shall be determined by Community Development staff, based on an initial estimate of costs it anticipates will be incurred.

6. When one or more deposits are required, Applicant may, from time to time, request from the Community Development Department the approximate total of the costs incurred to the date of the request.

7. Applicant understands that he/she/it is entitled to a refund of any deposit only to the extent the amount on deposit exceeds the amount due the City under this Agreement. No reimbursement will be made for services already rendered if the Application is withdrawn.

8. Only when a determination on the Application becomes final, and all staff work is complete, will Applicant receive a refund, if any funds remain.

9. The City agrees to review and process the Application in accordance with this Agreement and all applicable laws, regulations, ordinances, standards and policies. Applicant understands that if a request for a deposit is outstanding, the Application will not be processed further until the deposit is made.

10. Applicant understands and agrees that no City official, employee, or agent can make any promise or representation concerning the outcome of the Application. Only official action on the Application constitutes approval or disapproval thereof. If any promise or representation is made regarding the outcome of the Application by any official, employee, or agent of the City, such promise and/or representation SHALL BE OF NO FORCE OR EFFECT.

11. In the event any claim, action, or proceeding is instituted against the City, and/or its officers, agents, and employees, by any third party on account of the processing or approval of the Application, Applicant shall defend, indemnify, and hold harmless the City, and/or its officers, agents, and employees. This obligation includes, but is not limited to, the payment of all costs of defense, any amounts awarded by the Court by way of damages or otherwise, including any attorney fees and court costs. City may elect to participate in such litigation at its sole discretion. As an alternative to defending any such action, Applicant may request the City rescind any approved land use entitlement. The City will promptly notify Applicant of any claim, action, or proceeding, and will cooperate fully in the defense thereof.

12. The Agreement is valid only when first signed by the property owner, and/or by any agent or representative of the owner, and then signed by the authorized City official.

13. The property owner expressly agrees that any unpaid amounts due the City under this Agreement shall become a lien against the property and expressly authorizes the City to record a notice of lien and/or a copy of this Agreement with the County Recorder of Yolo County.

E. ("Applicant") hereby agrees to advance to the CITY OF WOODLAND, a municipal corporation (the "City") the sum of _____, \$ _____ (the "Funds"), which Funds shall be used to reimburse the City for costs incurred in processing the application submitted by Applicant in connection with the scope of work described in "**Exhibit A**", attached hereto and incorporated herein by this reference.

1. The advance of Funds shall be made to the City upon execution of this Agreement for Advance of Funds (hereinafter "this Agreement").

2. The Funds shall be used, in the sole discretion of the City, to fund or aid in the funding of certain services, supplies, and other costs incurred by the City in processing Applicant's Cannabis application(s). It is understood and agreed that Applicant intends to advance the Funds to the City, and not to any officer or employee of the City. The funds are not

limited to the use of any individual of the City, but are generally available for use by the City in processing Applicant's cannabis application, without regard to the official status of the employee(s) dealing with said Funds.

3. Applicant fully understands and agrees to each of the following:

a. Subject to the sole limitation of paragraph 2 of this Section E, the City, in the exercise of the sole discretion of its officials, agents, or employees, shall decide how the Funds are spent and whether all or a portion of the Funds shall remain unspent. The City makes no promise, representation, or warranty, express or implied that the Funds will be used in any particular manner, except that the Funds shall be used in connection with the processing of the Applicant's cannabis application(s).

b. The application, the factual information gathered in processing the same, and planning or recommendations resulting therefrom (herein "the work product") shall be unconditionally the property of the City, within its full ownership and control. Applicant shall have no property right of any nature in the work product. The City shall not be required, nor shall the City have a duty, except as may be required by law, to produce the work product for inspection by Developer, nor to account for the work product to Developer.

c. The City shall consult with the Applicant regarding the selection and/or hiring of the consultant or the employee. The City shall retain final discretion as to the selection, hiring, assignment, supervision, and evaluation of any and all employees, contractors, or consultants that may be necessary to assist the City in completing the application process.

d. Applicant shall not directly or indirectly exercise supervision or control over any employee, agent, or consultant of the City engaged in the Project. Applicant and its agents or representatives may, however, provide information to the City or any employee, agent, or consultant of the City with respect to the Project.

e. Applicant acknowledges that the Funds paid herewith may not be adequate to fully reimburse the City for costs incurred in connection with the application process, and that periodically, as the need arises, Applicant may be called upon to make further payments. The Applicant agrees that there shall always remain on deposit with the City a minimum of Ten Thousand Dollars (**\$10,000.00**) to cover anticipated costs to be incurred in the processing of the application(s). In the event, for any reason, the City's request for further funds from Applicant is not fully satisfied, the City reserves the right to cease processing of the application(s) and to cancel same.

f. Applicant hereby represents and warrants that the Funds offered and accepted by the City under the terms of this Agreement are unencumbered and that their advance in no way violates the right of, nor is it subject to any claim of, any person.

4. If, after completion of the application process, any portion of the Funds has not been expended or committed for expenditure, the City shall return to Applicant such unexpended

or uncommitted amount in the form of a check within sixty (60) days of the City's final action on the Application.

5. Each party acknowledges that this Agreement sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No subsequent alteration, amendment, change of addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.

6. Person(s) signing this Agreement state that he/she/it/they have the legal authority to do so.

7. This Agreement shall be a public record of the City.

Name of Property Owner: _____ (please print)
Title: _____ Telephone: _____
Email _____ Address: _____

_____ Date: _____
Signature of Property Owner

And/Or,

Name of Applicant if different than the Owner:
_____ (Please Print)
Title: _____ Telephone: _____
Email _____ Address: _____

_____ Signature of Applicant if different than Owner

Person that will receive billing invoices

(Please Print)

__ Property Owner

__ Applicant

Name _____

Name: _____

Address _____

Address _____

Email _____

Email _____

Person that shall receive any refund of monies paid:

__ Property Owner

__ Applicant

Name _____

Name: _____

Address _____

Address _____

Email _____

Email _____

CITY OF WOODLAND

Dated: _____

By: _____

Ken Hiatt,
Assistant City Manager Economic and
Community Development Director

ATTEST

APPLICANT

Dated: _____

By: _____

EXHIBIT A

Processing of a conditional use permit and cannabis business permit for a proposed [PROJECT DESCRIPTION], but are not limited to city staff and consultant time for review and processing of entitlements listed above.

For City Use Only:

Name of Applicant: _____ Date _____

Name of Property Owner: _____

Address of Project: _____

Type of Application: _____ PLNG No: _____

Fee Deposit: _____

Receipt No. and Date: _____