

	CONTRACT AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N 18 th Ave., Ste. #530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR053734	AMENDMENT NO.: 4	Procurement Officer Delilah Gonzalez

Legal Services for Prop 207

Effective upon signature by both parties, it is mutually agreed that the Contract referenced in this Amendment Four (4) is amended as follows:

1. Pursuant to the Special Terms and Conditions, Provision 5., Contract Changes, 5.1, Amendments, the Contract is hereby amended as follows:
 - 1.1 The Scope of Work is revised and replaced.
 - 1.2 The Price Sheet is revised and replaced.

ALL CHANGES ARE REFLECTED IN **RED**

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date 	The above referenced Contract Amendment is hereby executed this ____ day of _____ 2023 at Phoenix, Arizona (To be filled out by Procurement Office)
Contractor Signature	Gina Corwin Digitally signed by Gina Corwin Date: 2023.03.10 13:21:22 -07'00'
March 10, 2023	
Contractor Signature Date	
D. Andrew Gaona, Partner	
Authorized Signatory's Name and Title	
Coppersmith Brockelman	Procurement Officer Signature
Contractor's Name	

SCOPE OF WORK

CONTRACT NO: CTR053734

1. Background

The Arizona Medical Marijuana Act, which is codified in A.R.S. § Title 36, Chapter 28.1 legalizes the medical use of marijuana. Pursuant to A.R.S. Title 36, Chapter 28.1 the Arizona Department of Health Services ADHS is tasked with regulating the medical use of marijuana and is authorized to promulgate rules and implement a regulatory system for such activity, including the licensure of Non-Profit Medical Marijuana Dispensaries.

The Smart and Safe Arizona Act, which is codified in A.R.S. § Title 36, Chapter 28.2 (Responsible Use of Marijuana), legalizes marijuana use and possession for people twenty-one (21) years of age and over, was passed by Arizona voters through Proposition 207 and partially went into effect on November 30, 2020. Pursuant to A.R.S. § Title 36, Chapter 28.2 the ADHS is tasked with regulating the legal adult use of marijuana and is authorized to promulgate rules and implement a regulatory system for such activity, including the licensure of Marijuana Establishments.

2. Objective

Pursuant to A.R.S. § 36-2854(H), NOTWITHSTANDING SECTION 41-192, THE DEPARTMENT MAY EMPLOY LEGAL COUNSEL AND MAKE AN EXPENDITURE OR INCUR AN INDEBTEDNESS FOR LEGAL SERVICES FOR THE PURPOSES OF: 1. DEFENDING THIS CHAPTER OR RULES ADOPTED PURSUANT TO THIS CHAPTER and 2. DEFENDING CHAPTER 28.1 OF THIS TITLE OR RULES ADOPTED PURSUANT TO CHAPTER 28.1 OF THIS TITLE. Therefore, ADHS is employing legal counsel to represent and defend the Department, its Director, and any of its agents or assigns, in actions arising out of A.R.S. § Title 36, Chapter 28.1 and 28.2 and any rules adopted or that may be adopted pursuant thereto.

3. Scope of Work

The Contractor shall include, but is not limited to defending and assisting ADHS with the following:

- 3.1 Creation and implementation of a social equity ownership program;
- 3.2 Implementation of a grant program for qualified entities to assist with the expungement petition process;
- 3.3 Administration of the Justice Reinvestment Fund, and development of justice reinvestment programs;
- 3.4 Subcontract with Smartplay International, Inc. to conduct a drawing to select twenty-six (26) social equity cannabis licenses during April 2022 from the established pool; and

3.5 Administration and implementation of programs and funds created or authorized by Prop 207.

4. Requirements

The Contractor shall:

Provide a current and valid Certificate of Liability Insurance (COI) prior to commencement of the Contract and yearly throughout the term of the Contract. A Purchase Order will not be issued by ADHS for the Contractor to perform services without the COI on file in the Contract.

5. Approvals:

- 5.1 ADHS will approve all work and all invoices prior to payment.

6. Deliverables:

- 6.1 The Contractor shall provide invoices for any completed work within fifteen (15) days of the end of the previous month. Invoices shall be submitted to invoices@azdhs.gov with a copy to Thomas Salow, Branch Chief.

SCOPE OF WORK

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7. Notices, Correspondence and Reports

- 7.1. Notices, correspondence, invoices and program specific requests relative to this Contract from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Office of Administration Counsel and Rules
150 North 18th Avenue
Phoenix, AZ 85007
Attention: Robert Lane
Email: Robert.lane@azdhs.gov

- 7.2. Notices, correspondence, reports and invoices from the ADHS to Contractor shall be sent to:

Coppersmith Brockelman PLC.
D. Andrew Gaona
2800 North Central Avenue
Suite 1900
Phoenix, AZ 85004
Phone: (602) 381-5486
agaona@cblawyers.com

PRICE SHEET

CONTRACT NO: CTR053734

Fixed Price

Description	Unit of Measure	Billing Frequency	TOTAL
Attorney	Hourly	Monthly	\$420.00
Partner	Hourly	Monthly	\$330.00 - \$375.00
Associate	Hourly	Monthly	\$250.00
Paralegal	Hourly	Monthly	\$250.00
Law Clerk	Hourly	Monthly	\$190.00
Smartplay International Subcontract	Per Quote	After the execution of the Drawing	\$11,950.00
TOTAL CONTRACT NOT TO EXCEED			\$1,500,000.00