

**Administering Agency:** Nevada County Community Development Agency

**Contract No.** \_\_\_\_\_

**Contract Description:** **GOBIZ Equity Grant Management Services**

**PROFESSIONAL SERVICES CONTRACT**

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of August 1, 2023 by and between the County of Nevada, ("County"), and Sierra Business Council ("Contractor") (together, "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed six hundred ninety thousand four hundred fifty dollars and eighty-five cents (\$690,450.85). This total amount is based on the grant management services for \$40,000.00 and grant fund in the amount of \$650,450.85 to be awarded to applicants directly from Contractor.**
3. **Term** This Contract shall commence on August 1, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: February 1, 2025.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute a material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
  - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
  - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
  - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

- County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
  16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
  17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
  18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
  19. **Financial, Statistical and Contract-Related Records:**
    - 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures, and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
    - 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
    - 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts, or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of a written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of the audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

20. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor intentionally fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law,

Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

22. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
23. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer, or agent of any Party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 20, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
28. **Subrecipient** This contract  shall not  shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
29. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
  - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any

investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.

- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

- 30. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual, and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

- 31. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

**COUNTY OF NEVADA:**

Nevada County  
Community Development Agency  
Address: 950 Maidu Ave  
City, St, Zip Nevada City, CA 95959  
Attn: Alicia Chaturvedula  
Email: Alicia.chaturvedula@nevadacountyca.gov  
Phone: 530-470-2799

**CONTRACTOR:**

Sierra Business Council  
Address 10183 Truckee Airport Rd  
City, St, Zip Truckee, CA 96161  
Attn: Kristin York  
Email: kyork@sierrabusiness.org  
Phone: 530-582-4800

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

**Authority:** All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the Parties have executed this Contract to begin on the Effective Date.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Honorable Ed Scofield, Chair, of the Board of Supervisors

By: \_\_\_\_\_

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved as to Form - County Counsel:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR: Sierra Business Council**

By:  Date: 08/03/2023  
Steven Frisch (Aug 3, 2023 12:32 PDT)

Steve Frisch, President

By:  Date: 08/03/2023  
Connie Gallippi (Aug 3, 2023 14:30 PDT)

Connie Gallippi, Secretary

***\*If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

**Exhibits**

- A. [Schedule of Services](#)
- B. [Schedule of Charges and Payments](#)
- C. [Insurance Requirements](#)
- D. [GOBIZ Equity Grant Solicitation and Budget Worksheet](#)



**EXHIBIT A**

**SCHEDULE OF SERVICES**

**Project Objective**

Sierra Business Council (SBC) will provide grant management services on behalf of the County of Nevada. On January 21, 2023, Nevada County was awarded Type II grant funding through the California Governor’s Office of Business and Economic Development (GOBIZ), Cannabis Equity Grants Program for Local Jurisdictions in the amount of \$755,895.55. Funds will be used to assist local equity applicants and equity licensees gain entry to the cannabis industry and successfully operate in the state’s regulated cannabis marketplace and shall be expended no later than October 31, 2024. SBC will receive \$40,000.00 to administer and manage the grant. Grant funds in the amount of \$650,450.85 will be awarded to equity applicants based on the eligibility criteria and paid directly from SBC. The County of Nevada reserves the right of control over all discretionary decisions related to the program and expenditure of program funds. All programmatic decisions will be made by County staff. SBC will not have independent authority over the program or variance power over the use of funds.

**Sierra Business Council will:**

1. Create grant application process including development of the application, agreement forms, and screening process based on the County’s eligibility criteria, grant guidelines, and Equity Program Manual (See Exhibit D).
2. Create an application open submittal window and subsequent windows if additional funding exists.
3. Work with key community stakeholders and County staff to coordinate outreach, promotion, and marketing throughout the grant term.
4. Provide technical assistance to applicants and manage all email and other communications from applicants and awardees.
5. Collect required information from applicants per Equity grant guidelines and eligibility requirements.
6. SBC will be responsible for determining whether individuals or entities meet County specified eligibility criteria and will transfer grant proceeds to all who meet those criteria upon the County’s approval.
7. Distribute all grant funds to eligible awardees per Equity grant guidelines within 45 days.
8. Document how the funds will be expended by each recipient.
9. Provide monthly reports to the County that include the overall status of the program, number of applications received, number of approved applications, dollar amounts awarded per application, and fund balances. Initial reporting to be provided within 30 days of contract signature.
10. Submit required reporting and documentation to GOBIZ. To meet reporting requirements, reporting must be provided in accordance with the chart below,

<b>Period</b>	<b>Report Due Date</b>
April 2023– September 2023	October 31, 2023
October 2023 – December 2023	January 31, 2024

January 2024– March 2024	April 30, 2024
April 2024– June 2024	July 31, 2024
July 2024– October 2024	November 30, 2024

11. Ensure funds are distributed in compliance with all applicable law, regulations, and funding entities' requirements.
12. Notify the County when more funding is needed for awardees.
13. Return any funds not distributed from the Applicant Awards Budget identified in Exhibit B by November 1, 2024.
14. Handle all necessary tax reporting requirements for funds awarded to applicants.

**County will:**

1. Provide a Contract Manager to be the primary contact between County and SBC as needed.
2. Review and approve program criteria and application forms prior to program implementation.
3. Determine eligibility requirements.
4. Make payments to SBC in accordance with Exhibit B and within 20 days of the request for funding to pay awardees.
5. Forward all grant expenditures per budget line items incurred by County staff and other County expenses to SBC to be included in the required reporting within 15 days of reporting due date.
6. Receive and review from SBC all monthly status reports and required GOBIZ reporting.
7. Notify GOBIZ of any unused grant funds at the end of the grant term and return funds as requested by GOBIZ.

**EXHIBIT B**

**SCHEDULE OF CHARGES AND PAYMENTS**

**Maximum Limit & Fee Schedule**

Contractor’s compensation shall be paid per the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete work performed under this contract shall be borne by the Contractor.

For the Services provided, as set forth in Exhibit “A”, above, the maximum contract amount will be \$40,000.00. Payment will be made per the Payment Schedule below.

**Payment Schedule**

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below:

<b>SBC Services Budget:</b>	
<b><u>First Installment:</u></b>	40%
Funds to be disbursed when grant application process, forms and screening process has been approved and implemented.	\$16,000.00
<b><u>Second Installment:</u></b>	30%
Additional 30% of fund to be disbursed when at least 50% OR first rounds of applications of GOBIZ funds have been expended.	\$12,000.00
<b><u>Final Installment:</u></b>	30%
To be disbursed after final reporting period.	\$12,000.00
<b>TOTAL:</b>	\$40,000.00

<b>Applicant Awards Budget:</b>	
Grant funds to be disbursed to SBC to award approved applicant disbursements	\$650,450.85

**Invoices**

Invoices shall be submitted to County in a form and with sufficient detail as required by County as follows:

- Summary of work performed for each installment for grant management fees.

- Summary of funds necessary to award applicants timely.
- Dates services were rendered.
- Contract number.

Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County Community Development Agency  
950 Maidu Ave  
Nevada City, CA 95959  
Attn: Brian Rhodes  
Email: [brian.rhodes@nevadacountyca.gov](mailto:brian.rhodes@nevadacountyca.gov)  
Phone: 530-265-1559

\*Payment is approximately thirty days of receiving contractor invoice for payment processing.

Unless otherwise agreed to by the County, all payments owed by the County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

## EXHIBIT C

### INSURANCE REQUIREMENTS

**Insurance.** Contractor 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 Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automotive Liability:** Insurance services office form number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-hired), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with a limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Director and Officers (D&O) Liability Insurance** covering breach of fiduciary duty, misrepresentation of company assets, misuse of company funds, fraud, failure to comply with workplace laws, theft of intellectual property, and lack of corporate governance with a limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

#### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer. The waiver of any right to subrogation shall not be applicable to Contractor's Professional liability, Director and Officer's liability, or Auto insurance.
5. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
8. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
9. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
11. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator

**SUMMARY OF CONTRACT**

**Contractor Name Sierra Business Council**

**Description of Services GOBIZ Grant Management Services**

**SUMMARY OF MATERIAL TERMS**

<b>Max Annual Price:</b>	\$690,450.85	<b>Max Multi-Year Price:</b>	\$690,450.85
<b>Contract Start Date:</b>	8/1/2023	<b>Contract End Date:</b>	2/1/2025
<b>Liquidated Damages:</b>	N/A		

**INSURANCE POLICIES**

Commercial General Liability	(\$2,000,000)
Automobile Liability	(\$1,000,000)
Worker's Compensation	(Statutory Limits)
Professional Errors and Omissions	(\$2,000,000)

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: N/A \_\_\_\_\_

**NOTICE & IDENTIFICATION**

**COUNTY OF NEVADA:**

Nevada County  
Community Development Agency

Address: 950 Maidu Ave  
City, St, Zip Nevada City, CA 95959  
Attn: Alicia Chaturvedula  
Email: Alicia.chaturvedula@nevadacountyca.gov  
Phone: 530-470-2799

**CONTRACTOR:**

Sierra Business Council

Address 10183 Truckee Airport Rd  
City, St, Zip Truckee, CA 96161  
Attn: Kristin York  
Email: kyork@sierrabusiness.org  
Phone: 530-582-4800

**Contractor is a:** (check all that apply)

- Corporation:  Calif.,  Other,  LLC,
- Non-Profit  Corp
- Partnership:  Calif.,  Other,  LLP,  Limited
- Person:  Indiv.,  Dba,  Ass'n  Other

**EDD Worksheet Required**

Yes  No

**ATTACHMENTS**

- Exhibit A:** Schedule of Services
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements
- Exhibit D:** Grant Solicitation and Budget Worksheet





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GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT  
STATE OF CALIFORNIA • OFFICE OF GOVERNOR GAVIN NEWSOM

# **CANNABIS EQUITY GRANTS PROGRAM FOR LOCAL JURISDICTIONS**

## **GRANT SOLICITATION**

**FISCAL YEAR 2022 - 2023**

**OCTOBER 2022**

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## **INTRODUCTION**

The Governor’s Office of Business and Economic Development (GO-Biz) serves as the State of California’s leader for job growth and economic development efforts. GO-Biz offers a range of services to business owners including: attraction, retention and expansion services, site selection, permit assistance, regulatory guidance, small business assistance, international trade development, assistance with state government, and much more.

## **BACKGROUND AND PROGRAM OVERVIEW**

On November 8, 2016, California voters approved Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA). In its statement of purpose and intent, AUMA calls for regulating cannabis in a way that “reduces barriers to entry into the legal, regulated market.”

Cannabis prohibition and criminalization had a devastating impact on populations and communities across California. Individuals convicted of a cannabis offense and their families suffer the long-term consequences of prohibition and criminalization. These individuals have a more difficult time entering the newly created adult-use cannabis industry due, in part, to a lack of access to capital, business space, technical support, and regulatory compliance assistance.

During the era of cannabis prohibition in California, the burdens of arrest, convictions, and long-term collateral consequences arising from a conviction fell disproportionately on African American/Black and Latinx/Hispanic people, even though people of all races used and sold cannabis at nearly identical rates. The California Department of Justice data shows that from 2006 – 2015, inclusive, African American/Black Californians were two times more likely to be arrested for cannabis misdemeanors and five times more likely to be arrested for cannabis felonies than Caucasian/White Californians. During the same period, Latinx/Hispanic Californians were 35 percent more likely to be arrested for cannabis crimes than Caucasian/White Californians. The collateral consequences associated with cannabis law violations, coupled with generational poverty and lack of access to resources, make it extraordinarily difficult for persons with convictions to enter the newly regulated industry.<sup>12</sup>

GO-Biz administers the Cannabis Equity Grants Program for Local Jurisdictions to aid local equity program efforts to support equity applicants and equity licensees. Offering technical support, regulatory compliance assistance, and assistance with securing the capital necessary to begin a business will further the stated intent of the AUMA by reducing barriers to licensure and employment in the regulated industry. Offering these types of support will also aid the state in its goal of eliminating or reducing the illicit cannabis market by bringing more people into the legal marketplace.

## **PURPOSE**

The purpose of the Cannabis Equity Grants Program for Local Jurisdictions is to advance economic justice for populations and communities harmed by cannabis prohibition and the War

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<sup>1</sup> Bureau of Criminal Statistics, California Department of Justice, “Crime in California 2010,” (2011).

<sup>2</sup> AB 97, Stats. 2019, Ch. 40.

on Drugs (WoD) by providing support to local jurisdictions as they promote equity and eliminate barriers to enter the newly regulated cannabis industry for equity program applicants and licensees. By issuing these grants to local jurisdictions, GO-Biz aims to advance the well-being of populations and communities that have been negatively or disproportionately impacted by cannabis prohibition and the WoD.

The term “equity” recognizes that because different individuals or groups have different histories and circumstances, they have different needs and unequal starting points. Using an equity approach, individuals and groups receive different resources, opportunities, support, or treatment based on their specific needs. By providing what each individual or group needs, they can have equitable or fair outcomes. Therefore, cannabis equity programs should be distinct from other types of assistance programs by their focus and intentionality in understanding the specific systemic barriers and injustices different individuals or groups face when trying to access opportunity in the cannabis marketplace.

Local jurisdictions can help further the purpose and intent of the AUMA by fostering equitable access to licensure and business ownership in the regulated cannabis industry, ensuring that persons most harmed and economically disadvantaged by cannabis criminalization are offered assistance, and priority licensing when possible, to enter the multibillion-dollar cannabis industry as entrepreneurs.

**TIMELINE**

<b>Activity</b>	<b>Date</b>
Grant Solicitation Release	October 3, 2022
Application Due Date	December 14, 2022 at 11:59 pm
Grant Evaluation and Award Announcement	December 15, 2022 – January 20, 2023
Grant Agreements Executed No Later Than	March 31, 2023
Grant Term	April 1, 2023 – October 31, 2024

**FUNDING**

A total of fifteen million dollars (\$15,000,000) is available for fiscal year 2022-2023. There are two application types which are defined below. Applications for Funding Request Type 1 are subject to a maximum request of seventy-five thousand dollars (\$75,000) and the total amount available for this application type is two million dollars (\$2,000,000). In the event the total amount of funding requested in approved applications for Funding Request Type 1 exceeds the amount available for this application type, the grant amount allocated for each approved Funding Request Type 1 application shall be prorated.

Applications for Funding Request Type 2 are subject to a maximum request of five million dollars (\$5,000,000) and will be allocated grant funds using a point-based scoring system and funding formula. The total amount available for Funding Request Type 2 applications will be the difference between the total amount of funding available for the fiscal year and the total amount approved for Funding Request Type 1 applications. If a Funding Request Type 2 applicant requests an amount less than it would be entitled to based on the point-based scoring system and funding formula, then the applicant will be awarded the lesser amount. Please refer

to the Application Review and Scoring Criteria section of this document for a detailed description of the point-based scoring system and funding formula.

Grant funds may only be used for eligible activities and the amount awarded may only be expended during the grant term. Expenses incurred prior to the execution of the grant agreement and/or prior to the beginning of the grant term are not eligible costs.

**Note:** Beginning fiscal year 2023-2024 (July 1, 2023 – June 30, 2024) applications for Funding Request Type 2 will be subject to the following funding match requirements:

- Funding Request Type 2 grant awards in excess of five hundred thousand dollars (\$500,000) will require 1:1 matching funds from the local jurisdiction during the grant term for the amount in excess of five hundred thousand dollars (\$500,000).
- Funding Request Type 2 grant awards of up to five hundred thousand dollars (\$500,000) will not require any matching funds from the local jurisdiction during the grant term.
- In-kind contributions may not be counted as matching funds, except for the value of the wages and benefits of local jurisdiction staff performing local equity program services. Wages and benefits of staff must be prorated unless 100 percent of the employee's time is dedicated to the jurisdiction's local equity program.
- Grant funds from GO-Biz, the Department of Cannabis Control, or any other California State Agency or Department may not be counted as matching funds.
- Local jurisdiction matching funds must be expended during the grant term for eligible Funding Request Type 2 activities and be documented in the jurisdiction's approved GO-Biz Budget Spreadsheet.

Examples: In fiscal year 2023-2024 (July 1, 2023 – June 30, 2024), a Funding Request Type 2 grant award of \$900,000 will require \$400,000 in matching funds from the local jurisdiction. A Funding Request Type 2 grant award of \$2,000,000 will require \$1,500,000 in matching funds from the local jurisdiction. A Funding Request Type 2 grant award of \$450,000 will not require any matching funds from the local jurisdiction.

### **ELIGIBLE APPLICANTS**

Only eligible local jurisdictions may apply for grant funds. "Eligible local jurisdiction" means a local jurisdiction (a city, county, or city and county) that demonstrates an intent to develop a cannabis equity program or that has adopted or operates a cannabis equity program.

Local jurisdictions that have been previously awarded a Cannabis Equity Grant from GO-Biz are eligible to apply for a subsequent grant only if they have expended at least 50 percent of any grant funds awarded more than 12 months ago (calculated from the date the grant agreement was fully executed to the application due date), and at least 80 percent of any grant funds awarded more than 18 months ago (calculated from the date the grant agreement was fully executed to the application due date), as evidenced by expenditures reported in the most recent progress report submitted to GO-Biz by the application due date.

## **FUNDING CATEGORIES**

Eligible local jurisdictions may submit only one type of application:

### **Funding Request Type 1: Assistance for Cannabis Equity Assessment/Program Development**

- Assistance for the creation of a cannabis equity assessment and/or assistance for the development of a local equity program.

### **Funding Request Type 2: Assistance for Cannabis Equity Program Applicants and Licensees**

- Assistance for cannabis equity program applicants and licensees to gain entry to, and to successfully operate in, the state's regulated cannabis marketplace. An eligible local jurisdiction may not apply for Funding Request Type 2 unless:
  - The jurisdiction has already conducted a cannabis equity assessment by the application due date; and
  - The jurisdiction has adopted or operates a local equity program by the application due date.

## **ELIGIBLE USES OF FUNDING**

**Applicants for Funding Request Type 1:** Assistance for Cannabis Equity Assessment/Program Development may use funding solely for the purpose of conducting an equity assessment and/or developing a local equity program. Applications for Funding Request Type 1 may request up to seventy-five thousand dollars (\$75,000). Grant funds for Funding Request Type 1 are subject to the following requirements:

- An eligible local jurisdiction that receives a grant for Funding Request Type 1 may use no more than forty thousand dollars (\$40,000) to conduct its cannabis equity assessment.
- Eligible costs related to conducting a cannabis equity assessment include staff time to conduct the analysis and compile the report, or contracting with a consultant to conduct necessary research, etc.
- Eligible costs related to program development include staff or consultant time, and other necessary and reasonable expenses to adopt a local equity program, and/or design and prepare to implement any new component(s) of an existing local equity program which are not already operational.
- Funds requested to assist with the development of a local equity program may not include any costs associated with acquiring and/or improving land or buildings.
- An eligible local jurisdiction may receive Type 1 funding for the purpose of conducting a cannabis equity assessment only once and may receive Type 1 funding for the purpose of program development only once.

**Applicants for Funding Request Type 2:** Assistance for Cannabis Equity Program Applicants and Licensees may use funding to assist the jurisdiction's equity applicants and equity licensees to gain entry to, and to successfully operate in, the state's regulated cannabis marketplace.

Applications for Funding Request Type 2 may request up to five million dollars (\$5,000,000). Grant funds for Funding Request Type 2 may only be used as follows:

- To provide grants, no-interest loans, or low-interest loans to the jurisdiction's local

- equity applicants and/or local equity licensees to assist with startup and ongoing costs.
- To provide or fund direct technical assistance to the jurisdiction’s local equity applicants and/or local equity licensees. No more than 10 percent of the grant award may be used for direct technical assistance. Any amount of grant funds for direct technical assistance that the jurisdiction will subcontract with another entity or person to provide must be identified as a subcontracted cost in the GO-Biz Budget Spreadsheet.
  - To assist in the administration of the jurisdiction’s local equity program. No more than 10 percent of the grant award may be used for administration, which includes the following:
    - Employing staff or hiring consultants to administer the jurisdiction’s local equity program, including administering loans and grants.
    - The jurisdiction’s costs associated with its efforts to provide sources of capital to its local equity applicants and local equity licensees.

## **DEFINITIONS**

**“Direct Technical Assistance”** refers to support to help cannabis equity applicants and licensees acquire the knowledge and/or skills necessary in order to gain entry to, and to successfully operate in, the regulated cannabis marketplace. Direct technical assistance includes:

- One-on-one consulting and training, including direct interactions in group settings, to provide equity applicants and licensees the technical knowledge and expertise necessary to facilitate business ownership and employment in the cannabis industry.
- Small business support services, professional mentorship services, training and education regarding state cannabis licensing and regulatory requirements, manufacturing assistance, financial management, and business resilience such as emergency preparedness.

**“Eligible Local Jurisdiction”** means a local jurisdiction that demonstrates an intent to develop a local equity program or that has adopted or operates a local equity program.

**“Equity Assessment”** or **“Cannabis Equity Assessment”** means an assessment, in a written narrative format, conducted by the local jurisdiction that was used to inform the creation or revision of its local equity program, and that assessment may include the following:

- Reference to local historical rates of arrests or convictions for cannabis law violations.
- Identification of the impacts that cannabis-related policies have had historically on communities and populations within that local jurisdiction.
- Other information that demonstrates how individuals and communities within the local jurisdiction have been disproportionately or negatively impacted by the WoD.

**“Expungement Services”** means any type of assistance offered by the jurisdiction which helps local equity applicants and local equity licensees to pursue eligible criminal and arrest record relief (whether seeking dismissal/expungement, record sealing, reduction or modification of a sentence, or other forms of criminal and arrest record relief for which the individual may be eligible). These services may be administered by departments within the jurisdiction other than the local equity program, itself, but must work in cooperation with the local equity program

and expressly serve and prioritize equity applicants and licensees in order to be considered for any scoring/points related question.

**“Incubator”** or **“Cannabis Business Incubator”** refers to a program which offers support and resources to startups and new ventures in the cannabis marketplace. The goal of the incubator is to help equity applicants and/or licensees become independent and successful at the end of their incubation period. Incubators vary in their strategies, but commonly provide physical space, administrative support, capital, links to potential investors and funding sources, and access to training, expert advisors, coaching, mentorship, and networking.

**“Local Equity Applicant”** means an applicant who has submitted, or will submit, an application to a local jurisdiction to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction and who meets the requirements of that jurisdiction’s local equity program.

**“Local Equity Licensee”** means a person who has obtained a license from a local jurisdiction to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction and who meets the requirements of that jurisdiction’s local equity program.

**“Local Jurisdiction”** means a city, county, or city and county, within California.

**“Local Equity Program”** or **“Cannabis Equity Program”** means a program adopted or operated by a local jurisdiction that focuses on inclusion and support of individuals and communities in California’s cannabis industry who are linked to populations or neighborhoods that were negatively or disproportionately impacted by cannabis criminalization as evidenced by the local jurisdiction’s equity assessment. Local equity programs may include, but are not limited to, the following types of services:

1. Small business support services offering technical assistance or professional and mentorship services to those persons from economically disadvantaged communities that experienced high rates of poverty and/or communities most harmed by cannabis prohibition, determined by historically high rates of arrests or convictions for cannabis law violations.
2. Tiered fees or fee waivers for cannabis-related permits and licenses.
3. Assistance in paying state regulatory and licensing fees.
4. Assistance securing business locations prior to or during the application process.
5. Assistance securing capital investments or direct access to capital.
6. Assistance with regulatory compliance.
7. Assistance in recruitment, training, and retention of a qualified and diverse workforce, including transitional workers.

**“Outcomes”** refers to the overall results or effects that are caused by the local jurisdiction’s cannabis equity program’s outputs, i.e., the level of ownership and employment among equity applicants in the regulated cannabis industry.



**“Outputs”** refers to the measurable actions or activities that are performed or funded by the local jurisdiction’s cannabis equity program. For example: number of grants or loans provided, direct technical assistance services delivered, number of program participants, or dollars spent.

**“State Commercial Cannabis License”** means a license issued pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act by the Department of Cannabis Control (or as applicable, the California Bureau of Cannabis Control, the California Department of Public Health, or the California Department of Food and Agriculture).

**“Transitional Worker”** means a person who, at the time of starting employment, resides in a Zip Code or census tract area with higher than average unemployment, crime, or child death rates, and faces at least one of the following barriers to employment: a) is homeless; b) is a custodial single parent; c) is receiving public assistance; d) lacks a GED or high school diploma; has a criminal record or other involvement with the criminal justice system; f) suffers from chronic unemployment; g) is emancipated from the foster care system; h) is a veteran; or i) is over 65 years of age and is financially compromised.

### **APPLICATION SUBMISSION PROCESS**

Applications must be submitted electronically using the GO-Biz online Cannabis Equity Grants portal which can be accessed via a link at [www.business.ca.gov/CEG](http://www.business.ca.gov/CEG). Users of the portal will first need to create an account.

All applications must be submitted by the deadline and the online application portal will automatically close once the application deadline has passed. There are no exceptions or extensions of this deadline. Any technology challenges or inability of an applicant to submit an application by the deadline for any reason shall not be grounds for an extension of the deadline. Applicants are encouraged to submit their application before the deadline in the event technical assistance is required. For help applying, please send an email to [CEG@gobiz.ca.gov](mailto:CEG@gobiz.ca.gov) with the subject line: Cannabis Equity Grant Online Help or call (916) 322-2683.

### **REQUIRED/SUPPORTING DOCUMENTS**

All applicants must upload the following documents to their application:

- Government Agency Taxpayer ID form – download this form at [www.business.ca.gov/CEG](http://www.business.ca.gov/CEG).
- GO-Biz Budget Spreadsheet – download the budget template at [www.business.ca.gov/CEG](http://www.business.ca.gov/CEG).

Applicants for Funding Request Type 2: Assistance for Cannabis Equity Program Applicants and Licensees must upload the following additional documents to their application:

- A copy of the jurisdiction’s local equity ordinance, resolution, regulation, or code that establishes its local equity program.
- A copy of the jurisdiction’s cannabis equity assessment (must be in a written narrative format).
- Itemized list of the jurisdiction’s current annual investment in its local equity program.

- GO-Biz Licensing Detail Template – download this template at [www.business.ca.gov/CEG](http://www.business.ca.gov/CEG).

Optional documents for Funding Request Type 2 that can be uploaded with applications:

- A letter of support from a qualified Community-based Nonprofit Organization to provide additional substantiation to the applicant’s responses for the “Local Equity Program Regulatory Framework” questions 4, 13, and 14. For such a letter to be considered, it must be uploaded to the online system by the application due date and the organization must:
  - Be established and/or focused on issues and concerns of economic justice and equity in the California cannabis marketplace.
  - Have been duly organized, in existence, and in good standing for at least six months prior to the date the Grant Solicitation was issued by GO-Biz.
  - Be registered with the California Secretary of State’s Office.
  - Be an organization exempt from taxation under provisions of both the Internal Revenue Code and the California Revenue and Taxation Code.

## **AWARD PROCESS**

Once applications have been reviewed and a funding determination has been made by GO-Biz, a grant agreement will be sent to the local jurisdiction, directed to the individual designated as the authorized signer by the applicant through GO-Biz’s electronic signature platform, which is currently DocuSign. All grant agreements must be signed by the local jurisdiction through this platform.

To receive grant funding, a resolution is required from the local jurisdiction’s governing body authorizing the local jurisdiction to enter into the grant agreement with GO-Biz and designating by title the individual who is authorized to sign the agreement on behalf of the local jurisdiction. Once notified of selection, it is important that the local jurisdiction place a resolution request on the governing body’s agenda immediately to avoid funding delays. A sample resolution is available at [www.business.ca.gov/CEG](http://www.business.ca.gov/CEG). The resolution must contain all of the components found in the sample resolution.

The applicant must submit the adopted resolution and sign the grant agreement through GO-Biz’s electronic signature platform. GO-Biz will then distribute the funds which will be issued directly to the local jurisdiction in one disbursement. If a local jurisdiction selected for funding fails to provide the required resolution by the date indicated by GO-Biz or fails to electronically sign the grant agreement in the form and manner prescribed by GO-Biz before the deadline, GO-Biz in its sole discretion may determine that the applicant is no longer eligible for the grant funds.

GO-Biz’s determination as to eligibility for grant funding, or the amount of grant funding awarded, is not subject to appeal. GO-Biz reserves the ability to modify applicant budgets if included costs are deemed ineligible. A local jurisdiction selected for funding will be required to be in compliance with the Drug-Free Workplace Certification and Nondiscrimination Compliance Statement as required by state law. All grant funds must be expended within the

grant term. GO-Biz may require that any funds not expended within the grant term be returned to GO-Biz.

**APPLICATION REVIEW AND SCORING CRITERIA**

**Application Review**

GO-Biz will utilize the following application review process:

1. Technical review – applications will be verified for eligibility and completeness, including any required documents uploaded to the application.
2. Disqualifications – GO-Biz may disqualify applicants or deny applications for the following reasons:
  - Incomplete applications
  - Ineligible applicant
  - Ineligible services
3. Application evaluation and scoring.

**Scoring Criteria**

This section provides the application questions, scoring point scale, and defines the scoring criteria applicable to each Funding Request Type. It is highly recommended that the scoring criteria is referred to when completing the online application.

**Funding Request Type 1: Assistance for Cannabis Equity Assessment/Program Development**

Applicants requesting funds to conduct a cannabis equity assessment and/or assistance for the development of a local equity program must answer the following questions in the online application. Applicants will be evaluated and approved for funding based on providing acceptable responses to each question. Acceptable responses shall adequately address all components of each question<sup>3</sup>.

<b>Assistance for Cannabis Equity Assessment/Program Development Application Questions</b>
1. Total Amount Requested (\$)
2. Executive Summary: Please describe your proposal in 3-5 sentences. (Max 1750 characters)
3. Describe the local jurisdiction’s interest in supporting equity in the cannabis industry by completing an equity assessment and/or developing a cannabis equity program. (Max 1750 characters)
4. Who will be responsible for conducting the cannabis equity assessment and/or developing the local equity program and please describe their experience performing similar studies, and/or program development? (Max 1750 characters)
5. How does the jurisdiction intend to use its cannabis equity assessment to inform the creation, revision, and/or development of its local equity program?

<sup>3</sup> The online application includes one required technical question found in the Applicant Information section. This question must be completed but is for informational purposes only. Response will not impact applicant’s approval for funding.

- Does the jurisdiction have a culture or perspective on equity, including policies, programs, and/or practices that address social equity and justice? If yes, please describe.

(Max 1750 characters)
6. Please provide a timeline and specific activities for the completion of the cannabis equity assessment and/or local equity program development. (Max 1750 characters)
7. Describe your anticipated expenses (budget narrative) as listed in the budget spreadsheet. (Max 3500 characters)

**Funding Request Type 2: Assistance for Cannabis Equity Program Applicants and Licensees**

Application Section	Points Possible		Total Points Available
	Criteria A	Criteria B	
Local Equity Assessment Information	20		
Local Equity Program Outputs and Outcomes	5		
Local Equity Program Regulatory Framework	65		
Local Equity Program Expected Outputs and Outcomes	10		
Local Jurisdiction Population Size		22	
Local Equity Program Components		53	
Financial Question		25	
	<b>100</b>	<b>100</b>	<b>200</b>

Applications for Funding Request Type 2: Assistance for Cannabis Equity Program Applicants and Licensees will be reviewed in the following two phases:

<b>Phase 1: Initial Review</b>	Criteria A responses will be scored, and applicants must achieve a score of at least 50 points in order to proceed to Phase 2. Applicants that do not achieve a score of at least 50 points for Criteria A responses will not be awarded grant funds, unless at its sole discretion, GO-Biz determines the applicant did not achieve a score of at least 50 points because the applicant recently adopted and/or is in the process of operationalizing its local equity program, in which case GO-Biz may offer the applicant an award not to exceed \$350,000.
<b>Phase 2: Funding Formula<sup>4</sup></b>	Criteria B responses will be scored, and the grant award amount will be based on the total remaining amount available for this application type and the following formula: (Total Points for the Local Jurisdiction for both Criteria A & B) divided by (Total Points for all Local Jurisdictions for both Criteria A & B, excluding any applicants that did not achieve a score of at least 50 points for Criteria A).

<sup>4</sup> If an applicant requests an amount less than it would be entitled to based on the funding formula, then the applicant will be awarded the lesser amount.

Applicants for Funding Request Type 2: Assistance for Cannabis Equity Program Applicants and Licensees must answer the following questions in the online application.

**Scoring Criteria A Questions (100 points possible)**

<b>Local Equity Assessment Information</b> <b>Scoring Criteria A (20 points possible)</b>
<p><b>1. Describe the communities and populations within the local jurisdiction that have been negatively or disproportionately impacted by cannabis criminalization.</b> (Max 3500 characters)</p> <ul style="list-style-type: none"> <li>• (0 Points) Answer does not minimally address the question; or Applicant did not provide an answer to the question.</li> <li>• (1-4 Points) Minimal/limited description of impacted communities and populations.</li> <li>• (5-8 Points) Adequate description of impacted communities and populations reflecting well-researched understanding of data on cannabis criminalization.</li> <li>• (9-10 Points) Description of impacted communities and populations is clear and comprehensive. Reflects a thorough understanding of, and commitment to address, past harms and injustices resulting from cannabis criminalization. Includes demographic and geographic data by: Zip Codes, census tracts, precincts, or other categories relevant to identifying the impacted communities and populations within the jurisdiction.</li> </ul>
<p><b>2. How did the local jurisdiction identify the impacted communities and populations(Source/Process)?</b> (Max 3500 characters)</p> <ul style="list-style-type: none"> <li>• (0 Points) Answer does not minimally address the question; or Applicant did not provide an answer to the question.</li> <li>• (1-4 Points) Minimal/limited description of research, sources, and processes used to complete the jurisdiction’s equity assessment and inform the creation or revision of its local equity program.</li> <li>• (5-8 Points) Adequate description of research, sources and processes used to complete the jurisdiction’s equity assessment and inform the creation or revision of its local equity program. Sources and processes identified the impacted communities and populations by evaluation of local historical rates of arrests or convictions for cannabis law violations, the impacts that cannabis-related policies have had historically on communities and populations within the local jurisdiction, and other information that demonstrates how individuals and communities within the local jurisdiction have been disproportionately or negatively impacted by cannabis criminalization or the War on Drugs.</li> <li>• (9-10 Points) Clear and comprehensive description of research, sources, and processes used to complete the jurisdiction’s equity assessment and inform the creation or revision of its local equity program. Answer meets the 5-8 points criteria above, and additionally explains the role of stakeholder input, includes critique identifying any limitations of its research, sources, and processes along with the need for further research, etc.</li> </ul>

**Local Equity Program Outputs and Outcomes****Scoring Criteria A (5 points possible)****3. Describe the outputs and outcomes of the jurisdiction's local equity program elements to date.** (Max 3500 characters)

- (0 Points) Answer does not minimally address the question; or Applicant did not provide an answer to the question.
- (1-2 Points) Limited/minimal description of the outputs and outcomes and evaluation related to each local equity program element.
- (3-4 Points) Adequate description of the jurisdiction's outputs and outcomes and evaluation related to each local equity program element. For example, the number of individuals who have participated in each local equity program element (i.e., individuals that have attended application workshops and received resources to successfully complete the cannabis business application and licensing process.)
- (5 Points) Clear and comprehensive description of the jurisdiction's outputs and outcomes and evaluation related to each local equity program element. Includes actual data on program outputs and outcomes. Answer meets the 3-4 points criteria above, and acknowledges any significant examples of where program outputs and outcomes have fallen short and lessons learned. Describes the ways in which the local equity program ensures quality services and equity program participant satisfaction.

**Local Equity Program Regulatory Framework****Scoring Criteria A (65 points possible)****4. Explain how the jurisdiction's local equity program and regulatory framework facilitate an equitable and economically just industry for the communities and populations identified in its equity assessment.** (Max 5250 characters)

- (0 Points) Answer does not minimally address the question; or Applicant did not provide an answer to the question.
- (1-4 Points) Minimal/limited explanation of how jurisdiction's local equity program and regulatory framework facilitate an equitable and economically just industry.
- (5-8 Points) Adequate explanation of how local equity program and regulatory framework facilitate an equitable and economically just industry in light of past harms and injustices resulting from cannabis prohibition/the War on Drugs.
- (9-10 Points) Clear and compelling explanation of how equity and economic justice inform the local equity program design, implementation, and evaluation. Local equity program and regulatory framework maximize access and success for local equity applicants and licensees. Applicants may submit a letter of support from a qualified Community-based Nonprofit Organization to provide additional substantiation of its response to this question - please see the "Required/Supporting Documents" section of this document for more information.

**5. Describe the criteria used to determine who qualifies for participation in the jurisdiction's local equity program.** (Max 3500 characters)

- (0 Points) Answer does not minimally address the question; or Applicant did not provide an answer to the question.

- (1-4 Points) Minimal/limited explanation of the eligibility criteria, and/or includes eligibility criteria not sufficiently based on impacts from cannabis prohibition/the War on Drugs.
- (5-8 Points) Eligibility is adequately structured based on impacts from cannabis prohibition/the War on Drugs. However, some eligibility criteria may be too narrowly defined and fail to include and/or prioritize a majority of the individuals harmed by cannabis prohibition/the War on Drugs, or too broadly defined and fail to exclude a majority of the individuals not harmed by cannabis prohibition/the War on Drugs.
- (9-10 Points) Eligibility is adequately structured based on the jurisdiction's unique history and impacts from cannabis prohibition/the War on Drugs. Eligibility criteria effectively identify and include a majority of individuals who a) were negatively or disproportionately harmed by cannabis prohibition/the War on Drugs, and b) are in need of assistance to enter and succeed in the regulated cannabis marketplace (i.e., a defined low-income status or wealth limit). In addition, eligibility is not defined so broadly that it may include those who were not impacted by cannabis prohibition/the War on Drugs and are not in need of assistance. Eligibility criteria may include defined geographic areas or Zip Codes for individuals negatively or disproportionately harmed by cannabis prohibition/the War on Drugs, a defined low-income status, certain prior cannabis convictions, or other relevant eligibility factors.

**6. Describe the process and average timeframe for local equity program applicants to obtain a commercial cannabis license from the jurisdiction. Include any differences between equity applicants and non-equity applicants and any measures taken to promote equity in the process of awarding licenses and resources to local equity applicants. (Max 5250 characters)**

- (0 Points) Answer does not minimally address the question; or Applicant did not provide an answer to the question.
- (1-4 Points) Overall, the licensing process is complex and offers minimal support for equity applicants; the program offers limited to no fee waivers, low or zero interest business start-up loans, legal services or technical assistance. The response does not describe how the licensing process avoids delays and impediments to equity applicants' ability to start their business. Minimal/limited explanation of how the jurisdiction promotes equity in the license application eligibility, review, and award process.
- (5-8 Points) The licensing process offers adequate assistance such as document review or a help center that can aid equity applicants in obtaining all requirements necessary to complete the application. Equity applicants receive priority processing and may be tiered; the program offers fee waivers, low or zero interest business start-up loans; there is an adequate technical assistance component that offers general assistance and potentially legal services. The response describes an adequate process to avoid delays and impediments to equity applicants' ability to start their business. Adequate description of how the jurisdiction ensures equity in the license application eligibility, review, and award process.
- (9-10 Points) The licensing process is expedited with assistance from trained cannabis consultants or local equity program staff, and offers free legal or technical services to

review the application and ensure accuracy. Additionally, equity applicants receive priority processing over non-equity applicants. Applications may also be corrected without a loss of priority status or incurring a penalty. The program offers grants, fee waivers, and/or low or zero interest business start-up loans, along with cannabis industry specific and business ownership technical assistance. The response describes in a clear and compelling manner how the program and licensing process avoid delays and impediments to equity applicants' ability to start their business. Clear and compelling explanation of how the jurisdiction ensures equity in the license application eligibility, review, and award process.

**7. Does the jurisdiction's local equity program provide expungement services for local equity applicants? If yes, please describe. (Max 1750 characters)**

- (0 Points) The local equity program offers no expungement-related services or assistance.
- (1 Point) The jurisdiction has adopted but not yet implemented these services, or the local equity program offers minimal/limited expungement services for applicants.
- (2 Points) The local equity program offers adequate expungement services for equity applicants.
- (3 Points) The local equity program provides automatic expungements of eligible cannabis offenses and provides additional expungement-related services to equity applicants.

**8. Does the jurisdiction's local equity program have any shareholder or ownership requirements? If yes, please describe. (Max 1750 characters)**

- (0 Points) The program does not have any minimum shareholder or ownership requirements.
- (1 Point) There are minimal/limited requirements for shareholders or ownership interest. The local equity program requires minimal disclosure from shareholders and may require disclosure of other ownership interests. There is no minimum amount of equity an equity applicant must own in their business or the amount is less than 20%.
- (2 Points) There are adequate requirements for shareholder or ownership interest. The equity applicant has a minimum amount of equity that cannot be reduced below 20% in their business. Applicants may be required to sign a document acknowledging their rights before receiving a license to allow applicants to make informed decisions about their equity and rights as an equity license holder.
- (3 Points) There are clear and compelling requirements for shareholder or ownership interests. Equity applicants are required to have a minimum amount of equity in their business that cannot be reduced below 51%. Applicants must sign a document acknowledging their rights before receiving a license to allow applicants to make informed decisions about their equity and rights as an equity license holder.

**9. Does the jurisdiction's local equity program provide business and/or financial education services? If yes, please describe. (Max 1750 characters)**

- (0 Points) The program does not provide business and/or financial education services.
- (1 Point) The jurisdiction has adopted but not yet implemented these services, or



the program offers minimal educational services or offers limited services with no plan to improve services.

- (2 Points) There are adequate established services with the long-term goal of helping applicants establish successful business practices. Services may include basic financial literacy, compliance courses, and employee management. The program may work cooperatively with local businesses to provide community classes or seminars.
- (3 Points) The program clearly provides comprehensive educational services that teach applicants to successfully run a business, and actively engages other local businesses to support the local equity program. Services may include classes, written materials, and mentorships. Equity applicants may intern at other cannabis businesses to learn from experienced leaders how to effectively run their business in connection with services provided by the local equity program.

**10. Does the jurisdiction's local equity program include an incubator program? If yes, please describe. (Max 1750 characters)**

- (0 Points) The program does not include a cannabis business incubator program.
- (1 Point) The jurisdiction has adopted but not yet implemented these services, or there is a limited cannabis business incubator program or there are only occasional classes/meetings where equity licensees can go to learn more about how to run their businesses. The incubator does not include a component for matching licensees with businesses.
- (2 Points) The cannabis business incubator program adequately encourages businesses to work with equity licensees. The goal of the incubator is to help equity licensees become independent and successful at the end of their incubation period. There may be a simple vetting process for matching businesses and licensees for the incubator program. The local equity program may include businesses that provide free or greatly reduced rent or utilities for a minimum number of specified years and mentorship in business skills.
- (3 Points) There is a structured and comprehensive cannabis business incubator program that consistently matches the most qualified businesses to equity licensees. The incubator program includes at least 4 of the 5 following requirements: (1) free or greatly reduced rent and utilities for a minimum number of years; (2) mentorship in business skills; (3) technical assistance; (4) a reporting system to monitor and ensure neither equity licensee nor business mistreat the other; and (5) a system that allows equity licensees and businesses to anonymously provide suggestions and complaints about the existing program.

**11. Does the jurisdiction have zoning regulations for commercial cannabis that are different for its local equity licensees? If yes, please describe. (Max 1750 characters)**

- (0 Points) Jurisdiction does not have zoning regulations for commercial cannabis that are different for its local equity licensees.
- (1 Point) Minimal differences in zoning regulations between non-equity licensees and equity licensees. There are no regulations or controls in place to protect equity licensees from rent increases based on their cannabis nature. The jurisdiction does not plan on expanding zoning permits for equity licensees.
- (2 Points) Adequate differences in zoning regulations between non-equity

licenses and equity licensees. There are regulations or controls in place to protect equity licensees from rent increases based on their cannabis nature. The jurisdiction plans on expanding zoning permits for equity licensees.

- (3 Points) Clear and compelling differences in zoning regulations between non-equity licensees and equity licensees. There are regulations or controls in place to protect equity licensees from rent increases based on their cannabis nature. The jurisdiction has comprehensively expanded zoning permits for equity licensees.

**12. Does the jurisdiction's local equity program provide preferential licensing for local equity applicants? If yes, please describe. (Max 1750 characters)**

- (0 Points) Jurisdiction does not provide preferential licensing for local equity applicants. Jurisdiction does not require proportional allocation or ratios of licenses for equity applicants compared to non-equity applicants. If the local jurisdiction has licensing caps or limitations for commercial cannabis, there are no differences in access to licenses for equity applicants.
- (1-4 Points) Jurisdiction provides minimal preferential licensing for local equity applicants. The jurisdiction does not meet at least a 1:1 ratio of equity to non-equity licenses. The jurisdiction does not plan on modifying licensing caps or limitations for equity licensees. Jurisdiction's licensing caps or limitations were determined without input from a Department of Race and Equity or similarly equity-focused entity.
- (5-8 Points) Jurisdiction provides adequate preferential licensing for local equity applicants. Jurisdiction adequately ensures that equity applicants are reserved a proportionate share of local licenses. If the local jurisdiction has licensing caps or limitations for commercial cannabis, the jurisdiction meets a 1:1 allocation of equity to non-equity licenses. The jurisdiction plans on expanding licensing caps or removing limitations for equity licensees. The local jurisdiction's licensing caps or limitations were determined with input from a Department of Race and Equity or similarly equity-focused entity.
- (9-10 Points) Jurisdiction provides clear and compelling preferential licensing for local equity applicants. For all license types, the local equity program ensures proportionate representation from equity applicants. If the local jurisdiction has licensing caps or limitations for commercial cannabis, the jurisdiction meets a 2:1 allocation or more of equity to non-equity licenses. After this initial number is reached, the local equity program monitors the market situation and continues to ensure proportionate representation of equity licenses. The jurisdiction has comprehensively expanded licensing caps or removed limitations for equity licensees. The local jurisdiction's licensing caps or limitations were determined with input from a Department of Race and Equity or similarly equity-focused entity.

**13. How does the jurisdiction ensure eligible communities and populations are made aware of the benefits offered by its local equity program? (Max 1750 characters)**

- (0 Points) Answer does not minimally address the question; or Applicant did not provide an answer to the question.
- (1-2 Points) Jurisdiction provides limited outreach and awareness-raising efforts. Minimal thought is given to which techniques, media channels, messages, and messengers are most appropriate/effective in reaching and

informing the eligible population.

- (3-4 Points) Jurisdiction provides adequate outreach and awareness-raising efforts. Includes some community engagement techniques, media channels, messages, and messengers which effectively reach and inform the eligible population.
- (5 Points) Jurisdiction provides robust outreach and engagement efforts that cultivate trust and respect in partnership with the eligible population and communities. Communication techniques, media channels, messages, and messengers are carefully selected and/or tailored to effectively reach and inform the eligible population and communities. Workshops, trainings, and outreach activities occur/take place in the impacted neighborhoods (per equity assessment). Applicants may submit a letter of support from a qualified Community-based Nonprofit Organization to provide additional substantiation of its response to this question - please see the “Required/Supporting Documents” section of this document for more information.

**14. How does the jurisdiction collect and address feedback from communities and populations eligible for its local equity program? (Max 1750 characters)**

- (0 Points) Answer does not minimally address the question; or Applicant did not provide an answer to the question.
- (1-2 Points) The local equity program’s process and responsiveness to challenges and complaints is limited/minimal.
- (3-4 Points) The local equity program has an adequate system to receive and address feedback.
- (5 Points) The local equity program provides a clear and comprehensive process to receive and address feedback. Applicants may submit a letter of support from a qualified Community-based Nonprofit Organization to provide additional substantiation of its response to this question - please see the “Required/Supporting Documents” section of this document for more information.

***Local Equity Program Expected Outputs and Outcomes***

***Scoring Criteria A (10 points possible)***

**15. If the requested funds are awarded, what are the expected outputs and outcomes of the jurisdiction’s local equity program? (Max 3500 characters)**

- (0 Points) Answer does not minimally address the question; or Applicant did not provide an answer to the question.
- (1-4 Points) Limited and minimal description of expected outputs and outcomes and how the program will benefit, serve, and involve the eligible populations and communities.
- (5-8 Points) Adequately describes the expected outputs and outcomes and how the program will benefit, serve, and involve the eligible populations and communities.
- (9-10 Points) Clear and comprehensive description of the jurisdiction's expected outputs and outcomes and how the program will benefit, serve, and involve the eligible populations and communities.

**Scoring Criteria B Questions (100 points possible)****Local Jurisdiction Population Size****Scoring Criteria B (22 points possible)**

**1. What was the local jurisdiction's population size as of January 1, 2022 as published on the Department of Finance's (DOF) [website](#)?**

- Local jurisdictions with less than 100,000 residents (4 points).
- Local jurisdictions with 100,000-399,999 residents (7 points).
- Local jurisdictions with 400,000-999,999 residents (11 points).
- Local jurisdictions with 1,000,000-1,999,999 residents (15 points).
- Local jurisdictions with 2,000,000-2,999,999 residents (18 Points).
- Local jurisdictions with 3 million or more residents (22 points).

**Local Equity Program Components****Scoring Criteria B (53 points possible)**

**2. When was the jurisdiction's local equity program adopted?<sup>5</sup> (mm/dd/yyyy)**

- Fewer than 6 months in existence (0 points).
- 6 months to less than 1 year in existence (2 points).
- 1 to 2 years in existence (3 points).
- More than two years in existence (4 points).

**3. Which of the following program elements does the jurisdiction's local equity program include? Check all that apply as of the application due date. (0.5 point each, 4 points max)**

- Small business support services including technical assistance or professional and mentorship services.
- Tiered fees or fee waivers for cannabis-related permits and licenses.
- Assistance in paying state regulatory and licensing fees.
- Assistance securing business locations prior to or during the application process.
- Assistance securing capital investments or direct access to capital.
- Assistance with regulatory compliance.
- Assistance in recruitment, training, and retention of a qualified and diverse workforce, including transitional workers.
- Low-interest or no-interest loans or grants to local equity applicants or local equity licensees to assist with startup and ongoing costs.

**4. How many verified local equity applicants does the local jurisdiction currently have?**

(Note: Only include individuals that the jurisdiction has confirmed their eligibility for the local equity program **AND** that have submitted, or will submit, an application for a local license, permit, or other authorization by the local jurisdiction to engage in commercial cannabis activity. However, exclude any verified local equity applicants for license types that will not likely be obtainable in the next 12 months due to the jurisdiction's licensing cap.)

- 0 equity applicants (0 points).
- 1- 20 equity applicants (5 points).

<sup>5</sup> Determined by using the date the applicant jurisdiction's equity program was adopted, to the date indicated as the deadline to submit the grant application.

<ul style="list-style-type: none"> <li>• 21-100 equity applicants (10 points).</li> <li>• 101-150 equity applicants (15 points).</li> <li>• 151-200 equity applicants (20 points).</li> <li>• 201-300 equity applicants (25 points).</li> <li>• More than 300 equity applicants (30 points).</li> </ul>
<p><b>5. How many verified local equity license holders does the local jurisdiction currently have?</b></p> <p>(Note: Only include individuals that the jurisdiction has confirmed their eligibility for the local equity program <b>AND</b> that have been issued a local license, permit, or other authorization by the local jurisdiction to engage in commercial cannabis activity.)</p> <ul style="list-style-type: none"> <li>• 0 equity license holders (0 points).</li> <li>• 1-4 equity license holders (2 points).</li> <li>• 5-20 equity license holders (5 points).</li> <li>• 21-40 equity license holders (7 points).</li> <li>• 41-60 equity license holders (9 points).</li> <li>• 61-80 equity license holders (11 points).</li> <li>• 81-100 equity license holders (13 points).</li> <li>• More than 100 equity license holders (15 points).</li> </ul>

<p><b>Financial Question</b></p> <p><b>Scoring Criteria B (25 points possible)</b></p>
<p><b>6. What is the jurisdiction’s current annual investment in its local equity program?</b> (Exclude any grant funds provided by the State of California, including the Department of Cannabis Control)(<math>\\$</math>)</p> <ul style="list-style-type: none"> <li>• Investment between <math>\\$0</math>-<math>\\$99,999.99</math> (0 points).</li> <li>• Investment between <math>\\$100,000</math>-<math>\\$249,999.99</math> (5 points).</li> <li>• Investment between <math>\\$250,000</math>-<math>\\$999,999.99</math> (10 points).</li> <li>• Investment between <math>\\$1,000,000</math>-<math>\\$1,499,999.99</math> (15 points).</li> <li>• Investment between <math>\\$1,500,000</math>-<math>\\$1,999,999.99</math> (20 points).</li> <li>• Investment of <math>\\$2</math> million or greater (25 points).</li> </ul>

<p><b>Technical Questions<sup>6</sup> (not scored)</b></p>
<p><b>1. Total Amount Requested (<math>\\$</math>)</b></p>
<p><b>2. Executive Summary: Please describe the proposal in 3-5 sentences. (Max 1750 characters)</b></p>
<p><b>3. How many local equity applicants does the jurisdiction intend to serve with the requested funds?</b></p>
<p><b>4. How many local equity licensees does the jurisdiction intend to serve with the requested funds?</b></p>

<sup>6</sup> These questions must be completed but are for informational purposes only. Responses will not impact applicant’s score. The first five questions can be found in the Proposal section of the online application, and the last technical question can be found in the Applicant Information section.

- |   |
|---|
| <p><b>5. For each budget line item and activity identified in the budget spreadsheet, describe how the jurisdiction will use the requested funding to assist its local equity program’s applicants and licensees. (Max 3500 characters)</b></p> |
| <p><b>6. Does the local jurisdiction have a culture or perspective on equity, including policies, programs, and/or practices that address social equity and justice? If yes, please describe. (Max 1750 characters)</b></p>                     |

**NOTICE TO APPLICANTS**

All materials submitted in response to a GO-Biz grant solicitation will become the property of GO-Biz and as such, are subject to the California Public Records Act (Government Code Section 6250 et seq.).

**VERIFICATION OF APPLICANT INFORMATION**

By submitting an application, applicants authorize GO-Biz to verify any and all information submitted in the application. GO-Biz may request additional documentation to clarify or validate any information provided in the application and/or budget.

**POST-AWARD REPORTING REQUIREMENTS**

An eligible local jurisdiction that receives a grant shall submit periodic progress reports to GO-Biz documenting expenditures and progress toward deliverables, and on or before January 1 of the year following receipt of the grant and annually thereafter for each year that grant funds are expended, submit an annual report to GO-Biz that includes all the following information:

1. How the local jurisdiction disbursed the funds.
2. How the local jurisdiction identified local equity applicants or local equity licensees, including how the local jurisdiction determines who qualifies as a local equity applicant or local equity licensee.
3. The number of local equity applicants and local equity licensees that were served by the grant funds.
4. Aggregate demographic data on equity applicants, equity licensees, and all other applicants and licensees in the jurisdiction, including, but not limited to, race, ethnicity, gender, sexual orientation, income level, education level, prior convictions, and veteran status. This information will be consolidated and reported without the individual’s identifying information.
5. If the local jurisdiction requires equity applicants to become eligible through specific ownership percentages, a breakdown of equity applicants’ and equity licensees’ business ownership types and percentages of ownership.
6. At least one success story that describes an equity applicant and/or equity licensee that was assisted as a result of the funding provided by GO-Biz.
7. Any other information specified in the grant agreement.

Exhibit D

**Cannabis Equity Grants Program for Local Jurisdictions  
Assistance for Cannabis Equity Program Applicants & Licensees  
Application Budget Detail - Funding Request Type 2**

**JURISDICTION NAME:** County of Nevada - FY22/23  
**Total Grant Amount Requested (may not exceed \$5,000,000):** \$ 755,895.55

**A. Grants and Loans**

Assistance for Local Equity Applicants' and Licensees' Startup and Ongoing Costs		Grants	No-interest Loans	Low-interest Loans	Total
A1	Rent	\$ -	\$ -	\$ -	\$ -
A2	Lease	\$ -	\$ -	\$ -	\$ -
A3	Local and state application, licensing, and regulatory fees	\$ 157,000.00	\$ -	\$ -	\$ 157,000.00
A4	Legal assistance	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
A5	Regulatory compliance	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00
A6	Testing of cannabis	\$ -	\$ -	\$ -	\$ -
A7	Furniture	\$ -	\$ -	\$ -	\$ -
A8	Fixtures and equipment	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00
A9	Capital improvements	\$ 252,250.85	\$ -	\$ -	\$ 252,250.85
A10	Training and retention of a qualified and diverse workforce	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
A11	Other (Taxes)	\$ 51,200.00	\$ -	\$ -	\$ 51,200.00
A12	Other (Please Specify)	\$ -	\$ -	\$ -	\$ -
A13	Other (Please Specify)	\$ -	\$ -	\$ -	\$ -
A14	Other (Please Specify)	\$ -	\$ -	\$ -	\$ -
A15	Other (Please Specify)	\$ -	\$ -	\$ -	\$ -
<b>Grants and Loans Subtotal</b>					<b>\$ 650,450.85</b>

**B. Direct Technical Assistance Costs**

*(May not exceed 10% of total amount requested)*

To Provide or Fund Direct Technical Assistance (TA) to Local Equity Applicants and Equity Licensees					Total
Personnel Classifications	Role in Project	Annual Salary and Benefits	Percentage of Time		
B1	Cannabis Division Senior Permit Technician Provide direct communication and assistance to equity applicants/licensees regarding cannabis licensing and permitting.	\$ 122,625.00	15.0%	\$	18,393.75
B2	Cannabis Compliance Officer Provide direct communication and assistance to equity applicants/licensees regarding cannabis licensing, permitting, site development, and inspections.	\$ 143,286.00	10.0%	\$	14,328.60
B3				\$	-
B4				\$	-
B5				\$	-
B6				\$	-
B7		\$ -		\$	-
B8		\$ -		\$	-
B9		\$ -		\$	-
B10		\$ -		\$	-
<b>Direct Technical Assistance Costs Subtotal</b>					<b>\$ 32,722.35</b>
Other Direct Technical Assistance Costs					Amount
B11				\$	-
B12				\$	-
B13				\$	-
B14				\$	-
B15				\$	-
B16				\$	-
B17				\$	-
B18				\$	-
B19				\$	-
B20				\$	-

**C. Administrative Costs**

*(May not exceed 10% of total amount requested)*

Personnel Classifications	Role in Project	Annual Salary and Benefits	Percentage of Time	Total
C1	Cannabis Division Senior Permit Technician Communication, monitoring, and program development with grant contractor.	\$ 122,625.00	15.0%	\$ 18,393.75
C2	Cannabis Compliance Officer Communication, monitoring, and program development with grant contractor.	\$ 143,286.00	10.0%	\$ 14,328.60
C3		\$ -		\$ -
C4		\$ -		\$ -
C5		\$ -		\$ -
C6		\$ -		\$ -
C7		\$ -		\$ -
C8		\$ -		\$ -
C9		\$ -		\$ -
C10		\$ -		\$ -
<b>Administrative Costs Subtotal</b>				<b>\$ 72,722.35</b>
Other Administrative Costs				Amount
C11	Subcontracted work- Review and approve grant reimbursement documentation			\$ 40,000.00
C12				\$ -
C13				\$ -
C14				\$ -
C15				\$ -
C16				\$ -
C17				\$ -
C18				\$ -
C19				\$ -
C20				\$ -
<b>Administrative Costs Subtotal</b>				<b>\$ 72,722.35</b>
<b>Direct Technical Assistance Costs as Percentage of Total Amount Requested</b>				<b>4.33%</b>
<b>Administrative Costs as Percentage of Total Amount Requested</b>				<b>9.62%</b>
<b>GRAND TOTAL \$ 755,895.55</b>				