



RESOLUTION No. 23-453

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND SIERRA BUSINESS COUNCIL (SBC) FOR GRANTS MANAGEMENT SERVICES IN THE AMOUNT OF \$816,360.00 TO ADMINISTER AND DISTRIBUTE GRANT FUNDS FOR THE CALIFORNIA DEPARTMENT OF CANNABIS CONTROL LOCAL JURISDICTION ASSISTANCE GRANT AND AUTHORIZE THE CHAIR OF THE BOARD TO EXECUTE THE AGREEMENT

WHEREAS, on February 22, 2022 the Board of Supervisors authorized Resolution 22-104 approving acceptance of \$1,221,188.00 in grant funding from the California Department of Cannabis Control Local Jurisdiction Assistance Grant; and

WHEREAS, the grant fund is expressly for supporting the Local Cannabis Equity Program and assist qualified individuals to successfully operate in the state and local cannabis market; and

WHEREAS, Sierra Business Council will administer these funds on behalf of the County of Nevada to provide grants and no or low interest loans to local equity applicants and licensees; and

WHEREAS, sufficient budget is available in the Fiscal Year 2023/24 Cannabis Compliance budget for the contract management of \$40,760.00 and fund distribution of \$775,600.00.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada resolves as follows:

1. Approves the agreement in substantiality the form attached hereto.
2. Authorizes the Chair of the Board of Supervisors to execute the agreement on behalf of the County of Nevada
3. Authorizes the Auditor Controller to encumber the contract as follows:

1123-20711-326-1000-521520	\$40,760.00
1123-20711-326-1000-532205	\$775,600.00

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of August, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

for
JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: *Heidi H, Deputy COB*

Edward C. Scofield
Edward C. Scofield, Chair

Administering Agency: Nevada County Community Development Agency

Contract No. RES 23-453

Contract Description: Department of Cannabis Control 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 eight hundred sixteen thousand three hundred sixty dollars (\$816,360.00). This total amount is based on grant management services for \$40,760.00 and grant funds in the amount of \$775,600.00 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:** December 31, 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 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, even if the claim or claims alleged are groundless, false, or fraudulent. 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 Comptroller 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 written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of 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 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.
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
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: 08/29/2023

Honorable Edward Scofield, Chair, of the Board of Supervisors

By:  Date: 08/29/2023

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

Approved as to Form – County Counsel:

By: 
Kit Elliott (Oct 20, 2023 16:28 PDT) Date: 10/20/2023

CONTRACTOR: Sierra Business Council

By: 
Steven Frisch (Aug 3, 2023 18:15 PDT) Date: 08/03/2023

Steve Frisch, President

By: 
Connie Gallippi (Aug 3, 2023 16:11 PDT) Date: Aug 3, 2023

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. [DCC Guidelines and Budget Worksheet](#)

**EXHIBIT A
SCHEDULE OF SERVICES**

Project Objective

Sierra Business Council (SBC) will provide grant management services on behalf of County of Nevada. Nevada County was awarded a California Department of Cannabis Control Local Jurisdiction Assistance Grant on December 24, 2021, in the amount of \$1,221,188.00. Funds will be used to support Nevada County commercial cannabis applicants transitioning from provisional to annual licenses and should be expended no later than March 31, 2025. SBC will receive \$40,760.00 to administer and manage the grant. The remaining grant funds in the amount of \$775,600.00 will be awarded to applicants based on the grant 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, and DCC guidelines and eligibility requirements (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 DCC 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 DCC guidelines within 45 days.
8. Provide monthly reports to the County that include the overall status of the program, number of applications received, number of approved applications, dollar amount awarded per application and fund balances. Initial report to be provided within 30 days of contract signature.
9. Submit required reporting and documentation to the Department of Cannabis Control. To meet reporting requirements, reports and documentation must be provided biannually for each year of grant expenditures in accordance with the chart below. Initial reporting due August 15, 2023. Final report is due August 15, 2025, or after all funds have been awarded.

Period	Report Due Date
January 1-June 30	August 15
July 1-December 31	February 15

10. Ensure funds are distributed in compliance with all applicable law, regulations, and funding entities requirements.
11. Notify the County when more funding is needed for awardees.
12. Return any funds not distributed, less awarded grant management fees identified in Exhibit B by August 15, 2025.
13. 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 to support 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 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 bi-annual State grant reports by July 20 for August reports and January 20 for February reports.
6. Receive and review from SBC all monthly status reports and biannual reporting required by DCC Grant requirements.
7. Notify the DCC of any unused grant funds at the end of the grant term and return funds as instructed by the DCC.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at 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 amount shall not exceed \$40,760.00. Payment will be made per the Payment Schedule below.

The remaining balance of the contract is equal to that of the County's awarded grant funding in the amount of \$775,600.00 and is to be awarded and paid directly by SBC to applicants as directed in Exhibit A.

Payment Schedule

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

SBC Services Budget:	
<u>First Installment:</u>	40%
Funds to be disbursed when grant application process, forms and screening process has been approved and implemented.	\$16,304
<u>Second Installment:</u>	30%
Additional 30% of fund to be disbursed when all DCC funds have been expended.	\$12,228.00
<u>Final Installment:</u>	30%
To be disbursed after final reporting period.	\$12,228.00
TOTAL:	\$40,760.00

Applicant Awards Budget:	
Grant funds to be disbursed to SBC to award approved applicant disbursements	\$775,600.00

Invoices

Invoices shall be submitted to County in a form and with sufficient detailed 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
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. **Automobile 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-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with 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 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 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 Autoinsurance.
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.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract 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 effecting 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: DCC Grant Management Services

SUMMARY OF MATERIAL TERMS

Max Annual Price:	\$816,360.00	Max Multi-Year Price:	\$816,360.00
Contract Start Date:	8/1/2023	Contract End Date:	12/31/2025
Liquidated Damages:	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@sierrabusines.org

Phone: 530-582-4800

Contractor is a: (check all that apply)

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

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 Guidelines and Budget Worksheet

Exhibit D



Department of
Cannabis Control
CALIFORNIA

Local Jurisdiction Assistance Grant Program

Guidelines and Application Instructions
October 2021

Exhibit D

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I. Grant Overview

The Department of Cannabis Control (Department) announces the availability of \$100 million in funding for the Local Jurisdiction Assistance Grant Program (Grant Program). This program dedicates funding to local jurisdictions with the greatest needs to transition provisional licensees to annual licenses. The Grant Program is authorized by the Budget Act of 2021, Item 1115-101-0001 – For local assistance, found in Senate Bill 129 (2021).

Under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Act), the Department licenses and regulates cannabis businesses. Annual licenses are issued by the Department once an applicant or licensee meets all requirements for annual licensure. The Department may issue a provisional license if the applicant has submitted a completed license application that confirms compliance with the California Environmental Quality Act (CEQA) and local ordinances is underway.

The Act contains specific timelines for when the Department can no longer issue or renew provisional licenses. Therefore, provisional license holders must complete the annual license process by certain dates or face a potential gap in licensure. Currently, approximately 75 percent of California's commercial cannabis licenses are provisionally licensed.

Local jurisdictions eligible to receive grant funding represent those with significant numbers of provisional licenses who are legacy and equity applicants, and provisional licensees that are more likely to have arduous environmental compliance requirements associated with CEQA. The Grant Program is allocating \$100 million on a one-time basis to aid local jurisdictions and their provisional licensees in completing CEQA compliance requirements necessary to achieve annual licensure. Grant Program funds may also be used to aid local jurisdictions in more expeditiously reviewing provisional licensee local requirements. Allowable uses are intended to encourage local jurisdictions to administer grant funds in ways that allow the Department to transition provisional licenses to annual licenses more expeditiously without sacrificing California's environmental commitments.

Additional funding was allocated to those local jurisdictions that have received grant funding from the state to support an already established local equity program. Grant Program funds are available for encumbrance prior to disbursement at any time during the grant period, but funds shall be expended no later than March 31, 2025.

Local jurisdictions eligible for Grant Program Funding are: the cities of Adelanto, Commerce, Desert Hot Springs, Long Beach, Los Angeles, Oakland, Sacramento,

Exhibit D

San Diego, and Santa Rosa; the counties of Humboldt, Lake, Mendocino, Monterey, Nevada, Sonoma, and Trinity; and the City and County of San Francisco (Budget Act of 2021, Item 1115-101-0001 – For local assistance).

Applications will not be accepted from any other local jurisdictions at this time. If funds become available for additional jurisdictions at a later date, the Department will issue updated grant guidelines before re-opening an application period for additional jurisdictions to apply for remaining funds. Grant Program funds not originally distributed, and funds recaptured, may be redistributed by the Department to any eligible local jurisdiction with both a local cannabis licensing program and local equity program until June 30, 2025.

A. Timeline

The following chart provides due dates and deadlines for the events related to the Grant Program:

Event	Date (Dates are tentative and may be modified)
Notice of Funding Availability Release with Draft Guidelines	September 14 – September 27, 2021
Grant Guidelines and Request for Proposals Published	October 1, 2021
Application Submission Period Opens	October 8, 2021
Questions and Answers Period Due Date <ul style="list-style-type: none">• Grant applicants or interested parties may submit questions by 11:59 p.m. on this date.• Grant applicants or interested parties must submit questions by email to: grants@cannabis.ca.gov.	October 8, 2021
Questions and Answers Posted <ul style="list-style-type: none">• The Department will post answers to questions submitted during the Questions and Answers Period.	October 15, 2021
Last Day to Submit Applications <ul style="list-style-type: none">• Applications may be submitted at any time prior to this date.• Grant applicants must submit applications by 11:59 p.m. on this date.• Technical assistance will be available until 4:00 p.m. on this date.	November 15, 2021

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Grant Award Notification	December 2021
Biannual Progress Report Due (For the reporting period January 1, 2022 through June 30, 2022.)	August 15, 2022
Biannual Progress Report Due (For the reporting period July 1, 2022 through December 31, 2022.)	February 15, 2023
Biannual Progress Report Due (For the reporting period January 1, 2023 through June 30, 2023.)	August 15, 2023
Biannual Progress Report Due (For the reporting period July 1, 2023 through December 31, 2023.)	February 15, 2024
Biannual Progress Report Due (For the reporting period January 1, 2024 through June 30, 2024.)	August 15, 2024
Biannual Progress Report Due (For the reporting period July 1, 2024 through December 31, 2024.)	February 15, 2025
Last Day for Grant Funding Expenditures	March 31, 2025
Final Progress Report Due (For the reporting period January 1, 2025 through June 30, 2025.)	August 15, 2025

B. Definitions

The following terms used in this document are defined below, unless the context clearly indicates otherwise:

- (a) "Annual license" means a non-provisional license issued by the Department of Cannabis Control pursuant to Section 26050 of the Business and Professions Code.
- (b) "Grant applicant" refers to either the local jurisdiction applying for funding under this grant program, or to a person authorized by the local jurisdiction to complete an application on behalf of the local jurisdiction (this is usually the primary contact listed on the application, but could also be the secondary contact, signature authority, consultant, or other authorized person).
- (c) "Grantee" means a local jurisdiction that is the recipient of funds pursuant to the Grant Program.
- (d) "Legacy 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 was conducting commercial cannabis activity in the local jurisdiction in compliance with the Compassionate Use Act of 1996 before September 1, 2016.

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- (e) "Local cannabis licensing program" means a program established by a local jurisdiction to permit or otherwise allow a person or entity to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction.
- (f) "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.
- (g) "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.
- (h) "Local 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.
- (i) "Local jurisdiction" means a city, county, or city and county.
- (j) "Provisional license" means a provisional license issued by the Department of Cannabis Control, or its legacy commercial cannabis licensing authorities (the California Department of Food and Agriculture, the California Department of Public Health, or the Bureau of Cannabis Control) pursuant to Section 26050.2 of the Business and Professions Code, to engage in cultivation, manufacturing, distribution, testing, or retail activities.

C. Eligible Applicants and Maximum Funding Amounts

The following local jurisdictions shall be eligible for funding up to the following amounts:

Local Jurisdiction	Grant Program Funding	Additional Funding Due to an Equity Program	Total Maximum Funding Allocated
City of Adelanto	\$972,696		\$972,696
City of Commerce	\$416,870		\$416,870
City of Desert Hot Springs	\$822,160		\$822,160
County of Humboldt	\$7,842,974	\$10,792,162	\$18,635,137
County of Lake	\$884,309	\$1,216,834	\$2,101,143

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City of Long Beach	\$1,748,537	\$2,187,405	\$3,935,942
City of Los Angeles	\$9,912,238	\$12,400,122	\$22,312,360
County of Mendocino	\$7,611,370	\$10,473,468	\$18,084,837
County of Monterey	\$1,737,035		\$1,737,035
City of Oakland	\$4,400,293	\$5,504,727	\$9,905,020
County of Nevada	\$1,221,188		\$1,221,188
City of Sacramento	\$2,570,697	\$3,215,919	\$5,786,617
City of San Diego	\$764,261		\$764,261
City and County of San Francisco	\$1,366,407	\$1,709,363	\$3,075,769
City of Santa Rosa	\$775,841		\$775,841
County of Sonoma	\$1,158,023		\$1,158,023
County of Trinity	\$3,295,102		\$3,295,102

Grant Program funds may not be awarded to any local jurisdiction that is not in the table above.

The eight jurisdictions that received an additional allocation due to having an established local equity program must include in their application proposal how funds will be used to aid equity applicants within their permitting programs.

D. Grant Funding Expenditures

Eligible Grant Program expenditures may start no earlier than the date of approval by the relevant decision maker (such as a governing body) of the local jurisdiction, consistent with applicable law, to enter into the Grant Agreement with the Department and to accept the funding under the Grant Program. Grant Program funds shall be expended no later than March 31, 2025. Grantees may expend the maximum funding awarded at any time prior to March 31, 2025.

E. Eligible and Ineligible Uses for Funding

1. Eligible Uses and Costs

Eligible costs may include, but are not limited to the following:

- Local government review, technical support, and certification for application requirements.
- Local government or other professional preparation of environmental documents in compliance with CEQA for permits, licenses, or other authorizations to engage in commercial cannabis activity.

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- Mitigation measures related to environmental compliance, including water conservation and protection measures.
- Grant dollars may be passed through directly to provisional licensees to assist licensees in meeting annual license requirements. This includes, but is not limited to, uses such as hiring a consultant to assess environmental impacts.
- Other uses that further the intent of the program, as determined by the Department, or as identified on a case-by-case basis through review of the local jurisdiction's Annual Plan, including Application and Budget Forms.

2. Ineligible Uses and Costs

The following activities, products, or costs are ineligible uses under the Grant Program funding and will not be allowed:

- Costs or fees related to litigation.
- Payment of fines or other penalties incurred for violations of environmental laws and regulations.
- State or local commercial cannabis license or application fees, excluding fees related to CEQA compliance and review.
- Supplanting existing cannabis-related funding, i.e. using Grant Program funds for ongoing activities already budgeted for by the local jurisdiction. This also includes replacing existing cannabis-related funding, such as using grant funds to pay the salary of existing staff involved in the cannabis permitting process.
- Costs incurred outside the Grant Funding Expenditure period.
- Acquisitions where the purchase price is greater than the appraised value.
- Enforcement costs related to measures to ensure compliance with local or state commercial cannabis laws or regulations but does not include regular inspections done as part of the local permitting process.
- Other prohibited uses as determined by the Department of Cannabis Control.

3. Specific Uses

The specific uses below are prohibited as indicated unless the Grant Applicant can provide a detailed description that satisfies the Department as to how the specific use will further the intended purpose of transitioning commercial cannabis licenses from a provisional license to an annual license. Grant Program funds cannot be used to replace local, state, or federal funds that have been already allocated or encumbered for the same purpose.

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Grant Program funding is intended to support local jurisdictions in aiding provisional license holders meet those requirements that are necessary to attain an annual state license. For any specific use or expenditure that may generate income or funding for the local jurisdiction beyond the Grant Funding Expenditure period, the termination of the Grant Agreement, or past March 31, 2025, the Grant Applicant must provide detailed justification for how the expenditure will primarily support the transition of provisional license holders to annual license holders. Detailed justification should also include any narrative or supporting documentation that shows how the use is either a direct or indirect use, and how the use is supplementing activities and efforts to transition provisional licenses to annual licenses, rather than supplanting existing funding, if applicable.

Specific Use	Prohibited Uses	Allowable Uses
Alcoholic Beverages	Purchase or reimbursement of alcoholic beverages.	
Conferences	A meeting, retreat, seminar, symposium, workshop, or event whose primary purpose is the dissemination of technical information.	
Contingency Provisions	Miscellaneous and similar rainy-day funds for events the occurrence of which cannot be foretold with certainty as to the time or intensity, or with an assurance of their happening.	
Building and Land-Construction Building means any permanent structure that is designed or intended for support, enclosure, shelter, or protection of person, animals, or property having a permanent roof that is supported by columns or walls. Uses related to building and land construction	Acquisition of buildings, facilities, or land, including lease agreements to own (i.e. rent-to-own).	

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Specific Use	Prohibited Uses	Allowable Uses
shall be subject to Labor Code section 1782.		
Contractual/ Consultant Costs (Professional Services)		Contractual/consultant costs may be allowable and are the expenses associated with purchasing goods and/or procuring services performed by an individual or organization other than the applicant in the form of a procurement relationship.
Disparaging Other Products or Organizations	Projects cannot disparage the work of another group, or the quality, safety, etc. of other products.	
Entertainment Costs	Amusement, diversion, and social activities and any costs directly associated with such costs (i.e. bands, tickets to shows, meals, lodging, rentals, transportation, and gratuities).	
<p>Equipment Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.</p> <p>Acquisition Cost means the cost of the asset including the cost to ready the asset for its intended use. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus</p>	<p>Acquisition costs of general purpose equipment or lease agreements to own (i.e., lease-to-own or rent-to-own).</p> <p>For vehicle and equipment leases or rentals with an acquisition cost that equals or exceeds \$5,000, rates should be in light of such factors as: rental costs of comparable vehicles and equipment, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the vehicle or equipment leased.</p>	May be allowable for rental costs of general purpose equipment. Vehicles may be leased, but not purchased. The lease or rental agreement must terminate at the end of the grant period.

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Specific Use	Prohibited Uses	Allowable Uses
<p>necessary to make it usable for the purpose for which it is acquired.</p> <p>General Purpose Equipment means equipment that is not limited to technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning or refrigeration equipment, reproduction and printing equipment, and motor vehicles.</p>		
<p>Fines, Penalties, Damages, and other settlements</p>	<p>Costs resulting from violations of, alleged violations of, or failure to comply with, federal, state, tribal, local or foreign laws and regulations.</p>	
<p>Fundraising and Investments Management Costs</p>	<p>Organized fundraising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions, regardless of the purpose for which the funds will be used. This includes salaries of personnel involved in activities to raise capital.</p>	
<p>Goods and Services for Personal Use</p>	<p>Costs of goods or services for personal use of the recipient's or subrecipient's employees, regardless of whether the cost is reported as taxable income to the employees.</p>	

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Specific Use	Prohibited Uses	Allowable Uses
<p>Information Technology Systems</p> <p>Computing devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information.</p> <p>All requests and proposals for an Information Technology Systems specific use should be included in the Application and Budget Justification for the Department to review and make a determination as to its allowable or prohibited use.</p>	<p>Information technology systems, which include computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources.</p> <p>Examples of prohibited information technology systems include service contracts, operating systems, printers, and computers that have an acquisition cost of \$5,000 or more.</p> <p>Information Technology services such as networking, help/support desk services, etc. are considered indirect costs and may not be charged directly. Indirect costs (also known as “facilities and administrative costs”) are costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program, or organizational activity.</p>	<p>May be allowable for website development, mobile apps, etc., which are not considered to be information technology systems, if it is necessary to carry out the Grant Program purpose.</p> <p>May be allowable for information technology systems having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established in accordance by generally accepted accounting principles (GAAP) by recipient or subrecipient for financial statement purposes or \$5,000.</p> <p>Acquisition cost means the cost of the asset including the cost to ready the asset for its intended use. Acquisition costs for software includes those development costs capitalized in accordance with GAAP.</p>
<p>License Fees</p>	<p>The Budget Act of 2021, Item 1115-101-0001 - For local assistance, expressly prohibits state or local commercial cannabis license or application fees.</p>	<p>The Budget Act of 2021, Item 1115-101-0001 - For local assistance, allows for fees related to CEQA compliance and review.</p>
<p>Lobbying</p>	<p>Expenses associated with attempts to influence the outcomes of any Federal, state, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions,</p>	

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Specific Use	Prohibited Uses	Allowable Uses
	endorsements, publicity, or similar activity.	
Meals	Meals consumed while in official or non-official travel status.	
Memberships, Subscriptions and Professional Activities Costs	Costs of membership in business, technical, and professional organizations.	
Printing and Publications		Costs of preparing information leaflets, reports, manuals, and publications that further the intent of the Grant Program; however, the printing of hard copies is discouraged given the prevalence of electronic/virtual publication means.
Salaries and Wages	<p>Salary and wage amounts charged to grant-supported projects or programs for personnel services must be based on an adequate payroll distribution system that documents such distribution in accordance with generally accepted practices of like organizations. Standards for payroll distribution systems are contained in the applicable cost principles (other than those for for-profit organizations).</p> <p>Salaries, wages and fringe benefits for project staff that devote time and effort to non-cannabis related specific venues, tradeshow, events, meetings, programs, conventions, symposia, seminars, etc. where costs cannot be specifically identified and easily and</p>	<p>May be allowable as part of employee compensation for personnel services in proportion to the amount of time or effort an employee devotes to the grant-supported project or program during the period of performance under the award, including salaries, wages, and fringe benefits. Such costs must be incurred under formally established policies of the organization, be consistently applied, be reasonable for the services rendered, and be supported with adequate documentation.</p> <p>Adequate documentation must be included, that details how specific positions will be used in the local permitting process to further and meet the intent of the Grant</p>

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Specific Use	Prohibited Uses	Allowable Uses
	accurately traced to activities that enhance the legalization of commercial cannabis market.	Program. This could include, but is not limited to, documentation on minimum qualifications, duty statements, etc.
Training		May be allowable when the training is necessary to meet the objectives of the project or program.
Travel—Domestic and Foreign	<p>Travel costs to specific states with discriminatory laws. In accordance with California Assembly Bill 1887 costs for travel to states with active discriminatory laws will not be reimbursed. As of the issuance of this document the following states are subject to California’s ban on state-funded and state sponsored travel: Alabama, Florida, Montana, Arkansas, Kansas, Kentucky, Idaho, Iowa, Mississippi, North Carolina, Oklahoma, South Carolina, North Dakota, South Dakota, Tennessee, West Virginia, and Texas.</p> <p>Prohibited for any foreign travel.</p>	May be allowable for travel when provided in the approved budget or with prior written approval when costs are limited to those allowed by formal organizational policy; in the case of air travel, the lowest reasonable commercial airfares must be used.

F. Questions and Answers Process

Questions regarding the application and its requirements must be emailed to grants@cannabis.ca.gov. The Department must receive questions by October 8, 2021, at 11:59 p.m.

Grant Applicants or interested parties may access the Questions and Answers web page from the Grant Funding web page. The Department may group together similar or related questions or reword them for clarity. The Department will post all Questions and Answers approximately one week after the deadline. The posted Questions and Answers are subject to updates. It is the Grant Applicant’s

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responsibility to check the Questions and Answers web page for the latest information.

II. Application Requirements

In order to receive funding, the Grant Applicant must submit an Application proposal to the Department, which includes all of the following.

A. Annual Plan

The Grant Applicant must submit an application form (Attachment 1) that describes the jurisdiction's local permitting process, the existing need or problem statement, and the goals and intended outcomes. For jurisdictions with an equity program, the proposal should include how funds will be utilized to aid equity applicants and licensees in entering the regulated market and transition into annual licensure.

The required materials, including the application and budget forms, will consist of the Annual Plan, which will help the Department determine whether the local jurisdiction has made measurable progress toward goals and intended outcomes, as required by the Budget Act of 2021, Item 1115-101-0001 - For local assistance.

B. Budget

Grant Applicants must show how Grant Program funding will support the transition of provisional licensees into annual licenses. Grant applicants may use funds towards other departments and programs within the local jurisdiction that may be involved in processes that are necessary for a provisional license to meet requirements for annual licensure.

The Grant Applicant must complete the provided Budget Detail Worksheet for each year of grant funding.

All Grant Program expenditures must be for activities, products, and costs that have been included in and approved Application proposal and Budget. Approved expenditures must be incurred and paid after the local jurisdiction's decision-making authority (i.e., governing body) authorizes the local jurisdiction to enter into the Grant Agreement and receive Grant Program funding.

All invoices must be submitted to the Department by March 31, 2025, and no expenses can be incurred after that date.

C. Required Documents

The Applicant must submit the following as part of the Annual Plan and Budget:

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- Application Form: Attachment 1
- Permitting and Licensing Metrics: Attachment 2
- Application Budget: Attachment 3
- Local ordinances, resolutions, or regulations related to applying for a cannabis permit or operating a cannabis business. If this information is available through the local jurisdiction's website, please provide a link or website address to the local ordinance, resolution, or regulation.
- Any additional documents requested by the Department.

D. Application Submission Process

All applications must be submitted to the Department of Cannabis Control Grants Unit (Grants Unit) at grants@cannabis.ca.gov by Monday, November 15, 2021, at 11:59 p.m. PT.

Applicants are encouraged to visit the Grant Program's website, <https://cannabis.ca.gov/about-us/grant-funding/local-jurisdiction-assistance-grant-program/>, for full details or contact the Grants Unit at grants@cannabis.ca.gov.

The completed application must contain, at a minimum, the required components listed below:

- Application Form
- Permitting and Licensing Metrics
- Application Budget
- Government Agency Tax ID Form

Failure to include all necessary components may result in the rejection of the application.

Costs for developing applications and in anticipation of award or the agreement are entirely the responsibility of the applicant and shall not be charged to the State of California.

An applicant may modify an application after its submission by withdrawing its original application and resubmitting a new application prior to the application submission deadline. The withdrawal request must be submitted in writing and signed by the applicant or an authorized agent. An applicant may thereafter submit a new application prior to the application submission deadline.

Applicants, before submitting their documents, should carefully proof them for errors and adherence to the application requirements. The Department is not responsible for any errors or defects in the application and materials submitted,

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and applicants should not rely on the Department during the evaluation process to discover and report to the applicant any such defects and errors.

III. Application Review and Award Process

A. Application Review

The Department will review and approve the applications based on factors including, but not limited to, the following:

- The local jurisdiction is an eligible local jurisdiction.
- The local jurisdiction's proposed budget does not exceed the amount for which they are eligible.
- The local jurisdiction has developed and submitted an application proposal explaining how they will use the funds, and the proposal is consistent with the Grant Guidelines.
- The local jurisdiction's application proposal specifies how the jurisdiction intends to address the licensure requirements necessary to support the transition of provisional licenses to annual licenses and contains specific criteria that will allow the state to determine whether the jurisdiction has made measurable progress toward these goals as determined by the Department of Cannabis Control.

In addition to the above, the Department will also assess the local jurisdiction's objectives and goals to help transition provisional licenses to annual licenses, the metrics to measure the objectives and goals, and how the Grant Program funds will be used to reach those objectives and goals. The Department will also evaluate the Budget to ensure it is within the maximum award amount for the local jurisdiction and that it aligns with the Annual Plan's goals and objectives. The Department may require and request additional information with deadlines for any requested amendments, modifications, or changes to the Annual Plan or Budget that will clarify or specify the factors above. The Department may deny applications that do not meet the requirements or intent of the program.

The Department's determinations as to the application review and approval, and amount of grant funding awarded, are not subject to appeal.

B. Award Process

Once applications have been reviewed and a funding determination has been made by the Department, the Grant Applicant will receive a Grant Award Notification. Before receiving an award, a local jurisdiction will also be required to enter into an agreement setting forth further terms and conditions relevant to the

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receipt and use of grantfunding.

Pursuant to applicable local laws, a local jurisdiction may also need to take additional action before receiving a grant award. For example, it may be necessary for a local legislative body to adopt a resolution authorizing a local government agency to accept and/or expend grant funds.

IV. Grant Administration

A. Documentation and Reporting Requirements

For each year of grant expenditures, the Grantee must provide biannual progress reports to the Department on August 15, for the reporting period of January 1 to June 30, and on February 15, for the reporting period of July 1 to December 31. The first biannual progress report shall be due August 15, 2022, for all Grantees and shall include any Grant Program expenditures or activities preceding January 1, 2022, if applicable.

The progress report must include, at a minimum:

- Progress Report Form (Attachment 4);
- Budget Report Form (Attachment 5);
- Permitting and Licensing Metrics (Attachment 2); and
- Any additional information requested by the Department.

The Grantee must be able to demonstrate to the satisfaction of the Department that the Grant Program funds were expended for eligible uses and consistent with the activities identified in its application, and under the Grant Program.

The Grantee shall provide a progress report to the Department notwithstanding whether or not the Grant Term has expired, or Grantee has expended the Grant Program funds before the end of the Grant Term. The Grantee shall provide any updated forms, budget worksheets, or progress reports if requested by the Department.

The Grantee shall maintain such records for possible audit for a minimum of seven (7) years after the grant term end date, or final payment of any grant funds, whichever is later.

Failure to adhere to the documentation and reporting requirements may constitute a material breach of the Grant Agreement and can result in termination of the Grant Agreement and funding, the Department recapturing disbursed funds, or reimbursement of expended Grant Program funds to the Department.

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B. Auditing

Beginning January 1, 2023, and annually through January 1, 2026, the California State Auditor will conduct a performance audit of the local jurisdictions receiving Grant Funds, as provided for in the Budget Act of 2021, Item 1115-101-0001 – For local assistance. The Department, the Department of Finance, the California State Auditor, and their designated representatives, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Grant Agreement. The Grantee shall allow the designated representatives access to such records immediately upon request, as well as allow interviews of any employees or staff who may reasonably have information related to such records and the grant program. The Grantee shall also include a provision allowing State review and audit records, as well as the ability to interview employee or staff who may reasonably have information relate to the records and grant program activities, in any contract or subcontract related to the performance of the Grant Agreement.

C. The Department May Recapture Funds

The Department may recapture funds disbursed as follows:

- Funds are not expended by the date established by the Department, either by March 31, 2025, or an earlier date as determined by the Department.
- Funds are used for an ineligible purpose.
- Use of funds does not comply with the Budget or Annual Plan submitted to, and approved by, the Department.
- The local jurisdiction has failed to demonstrate progress toward addressing requirements necessary to attain annual licensure, as measured by the specific criteria provided in the Annual Plan.

D. Grant Agreement

These Grant Guidelines, including its provisions and the terms and conditions below, will be attached to, and incorporated by reference, into the Grant Agreement. The Annual Plan, Budget, and all documentation submitted as part of the application shall comprise the Scope of Work (SOW) for the Grant Agreement.

These terms and conditions will comprise in part, the Grant Agreement between the Department and the local jurisdiction receiving grant funding.

1. **Authority.** This Agreement is authorized and entered into pursuant to the Budget Act of 2021, Item 1115-101-0001 – For local assistance. The Local Jurisdiction Assistance Grant Funding allows for direct assistance to local jurisdictions' commercial cannabis programs to transition provisional licenses to annual licenses.

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2. **Grant Term.** The performance period of this Agreement shall be from the **specified date of the Grant Funding Expenditure Period through March 31, 2025** ("Grant Term"). Grant funds shall be expended only during the Grant Term.
3. **Grant Award.** Based on the Department's review of the application pursuant to the Grant Guidelines, and conditioned upon the requirements set forth in this Agreement, the Department shall provide Grantee a grant award amount as specified in the Grant Award Notification for the term of this Agreement. In no event shall the Department be obligated to pay any amount in excess of the awarded amount. Grantee waives any and all claims against the Department and the State of California for any costs that exceed the grant award amount identified in the Grant Award Notification.
4. **Unused Grant Funds.** Any amount of grant funds provided for under this Agreement that is not expended by the end of the Grant Term, or at the termination of this Agreement, whichever is sooner, shall be returned to the Department. Grantee shall notify Department of such unused funds and Department shall provide Grantee with instructions as to how to return the funds.
5. **Funding Contingency Clause.** The funding for this Agreement is allocated pursuant to the Local Jurisdiction Assistance Grant Funding. Grantee agrees that the Department's obligation to pay any sum under this Agreement is contingent upon availability of funds disbursed from the Local Jurisdiction Assistance Grant Funding. If there is insufficient funding, the Department shall have the option to either: 1) terminate this Agreement, whereby no party shall have any further obligations or liabilities under this Agreement, or 2) negotiate an Agreement amendment with Grantee to reduce the grant award and scope of services to be provided under this Agreement.
6. **Grant Fund Disbursement.** Grant funds awarded pursuant to the Local Jurisdiction Assistance Grant Funding will be issued directly to Grantee in one disbursement, upon execution of this Agreement, and passing of a resolution or similar approving authority by the local jurisdiction.
7. **Subcontractors.** No amount of the grant award may be used to subcontract any of the commitments contemplated in this Agreement to another entity or person, unless with the written approval of the Department pursuant to section 13 of this Agreement or if the subcontract work is included the Grantee's Annual Plan and Application Budget Form that was submitted and approved by the Department.

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8. **Documentation and Reporting Requirements.** Grantee must be able to demonstrate to the satisfaction of the Department that the grant funds were expended for eligible uses and consistent with the activities identified in its application, and under the Grant Program. Grantee must provide progress and annual reports as specified in the Grant Guidelines. Grantee must maintain records detailing the expenditure of all grant funds for a period of seven (7) years after the end of the Grant Term, and shall provide this information to the Department upon request.
9. **Audit.** The books, accounts, files, receipts, and other records of Grantee which are applicable to this Agreement shall be made available for inspection, review, and audit immediately upon request by the Department and its representatives to verify proper use of the grant award, in accordance with the Grant Guidelines.
10. **Eligible Uses.** Grant funds shall be used for the purpose of assisting local applicants and local licensees in that local jurisdiction to transition from provisional licenses to annual license, and to successfully operate in, the state's regulated cannabis marketplace and consistent with the Grant Guidelines and the Grantee's application for Local Jurisdiction Assistance Grant Funding. As determined by the Department, upon its review, Grantee shall reimburse the Department for any ineligible or improper uses of grant funds.
11. **Termination of Agreement.** This Agreement may be terminated by the Department upon action, or inaction by the Grantee that constitutes a material breach of this Agreement. A material breach includes, but is not limited to, refusal or inability to complete the commitments contemplated in this Agreement or the Grant Guidelines, improper expenditure of grant funds, failure to properly maintain records or allow the Department access to records as required under this Agreement or the Grant Guidelines, and failure to timely complete and submit the reports required under this Agreement or the Grant Guidelines. The Department will notify Grantee in writing if it intends to terminate the Agreement pursuant to this section and provide Grantee an opportunity to cure the breach within thirty (30) calendar days.
12. **Assignment.** This Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Department in the form of a written amendment.
13. **Amendment.** This Agreement may be amended or modified only in writing signed by all parties.

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14. **Grantee – Representations and Warranties.** Grantee represents and warrants that:
 - a. Grantee is an eligible applicant as set forth in the Grant Guidelines;
 - b. It is not a party to any agreement, written or oral, creating obligations that would prevent it from entering into this Agreement or satisfying the terms herein;
 - c. All of the information in its grant application and all materials submitted to the Department are true and accurate; and
 - d. Grantee's governing body has authorized the Grantee to enter into this Agreement and has designated by title the individual authorized to sign the Agreement on behalf of Grantee.
15. **Nondiscrimination.** Grantee shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including, but not limited to, race, color, national origin, gender, handicap or disability, sexual preference, drug addiction, and alcoholism.
16. **Union Activities.** Grantee acknowledges that Government Code Section 16645.2 applies to this Agreement. Pursuant to Government Code Section 16645.2, Grantee certifies that none of the grant award will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote, or deter union organizing, it shall maintain records sufficient to show that no portion of the grant award was used for those expenditures. Grantee shall provide those records to the Attorney General upon request.
17. **Media Release.** Grantee may elect to issue a press release related to this Agreement, but any release shall be approved by the Department in writing prior to such release. Such approval shall not be unreasonably withheld.
18. **Indemnification/Warranty and Disclaimer/Limitation of Liability.** Grantee shall defend, indemnify, and hold the Department and its agents or assigns, harmless from and against all claims, damages, and liabilities (including reasonable attorneys' fees) arising from this Agreement due to the Grantee's breach of this Agreement, or the result of the Grantee's negligence or willful misconduct. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, THE DEPARTMENT, ITS AGENTS OR EMPLOYEES, BE LIABLE TO THE GRANTEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT.
19. **Force Majeure.** If by reason of force majeure Grantee's performance hereunder is delayed or prevented, then the performance by Grantee may

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be extended for the amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse Grantee's performance as a matter of law.

20. **Notice of Force Majeure.** Grantee agrees to provide the Department written notice of an event of force majeure under this Agreement within ten (10) days of the commencement of such event and within ten (10) days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
21. **Integration.** This Agreement (including the exhibits hereto and any documents explicitly incorporated by reference, and any written amendments hereof executed by the Parties) constitutes the entire Agreement between the Parties related to this grant award and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the grant award described herein.
22. **Notice.** Within thirty (30) calendar days of the effective date of this Agreement, Grantee shall notify the Department, in writing, of the name, address, phone number, and email of its contact person for future communication relating to this Agreement. In addition, Grantee agrees to immediately inform the Department of any changes to the name, address, phone number, and email of its contact person. Unless otherwise specified in this Agreement, any notice required or permitted to be given under this Agreement to the Department shall be emailed to grants@cannabis.ca.gov.
23. **Ambiguities.** Each Party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each Party and its counsel, if appropriate, have participated fully in the negotiation, drafting, review, and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.
24. **Necessary Acts, Further Assurances.** The Parties shall at their own cost and expense execute and deliver any further documents and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

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25. **Sections and Other Headings.** The section and other headings contained in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
26. **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
27. **Severability.** If any portion of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such portion shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
28. **Governing Law and Consent to Jurisdiction.** The Agreement will be governed, construed, and enforced according to the laws of the State of California without regard to its conflict of laws rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state court located within Sacramento County, State of California in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.

E. Fund Disbursement

After the award process, in which a local jurisdiction has entered into the Grant Agreement, and taken any additional action required to receive a grant award, the Department will distribute funds, which will be issued directly to the local jurisdiction. This initial disbursement of funds will comprise of eighty percent (80%) of the funds awarded by the Department after review of the Annual Plan and Budget documentation. The Department will disburse the remaining twenty percent (20%) of awarded funds after the local jurisdiction has substantially met the goals and intended outcomes provided in the Annual Plan, and at a time determined by the Department prior to March 31, 2025.

Grant Program funds not originally distributed, and funds recaptured, by the Department may be redistributed by the Department to any eligible local jurisdiction with both a local cannabis licensing program and local equity program until June 30, 2025.

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Local Jurisdiction Assistance Grant
 Jurisdiction Name: County of Nevada
 Total Grant Amount Requested: \$1,221,188.00

BUDGET FORM

County of Nevada
 \$1,221,188.00

A. Direct Technical Assistance Costs - Personnel

Personnel that will provide direct technical assistance to support the intent of the grant program. Include the cost of salary and benefits for time spent working on the grant by the employees of the jurisdiction.

Personnel Classification	Role in Grant Program	Annual Salary & Benefits	FY 21-22 Percentage of Time	FY 21-22 Total	FY 22-23 Percentage of Time	FY 22-23 Total	FY 23-24 Percentage of Time	FY 23-24 Total	FY 24-25 Percentage of Time	FY 24-25 Total	Total
A1	Canal's Compliance Director's	\$ 143,286.00	-	\$ -	0.10	\$ 14,328.60	0.30	\$ 42,985.80	0.28	\$ 40,120.08	\$ 97,434.48
A2	Planning Dept Assoc Planner	\$ 121,414.00	-	\$ -	0.10	\$ 12,141.40	0.30	\$ 37,024.20	0.28	\$ 34,555.52	\$ 83,721.52
A3	Environmental Health Dept Senior Permit Technician	\$ 133,606.80	-	\$ -	-	\$ -	0.10	\$ 13,360.68	0.05	\$ 6,680.28	\$ 20,040.96
A4	Agricultural Dept Biologist	\$ 135,541.00	-	\$ -	-	\$ -	0.05	\$ 6,777.05	0.02	\$ 2,710.82	\$ 9,487.87
A5	Canal's Senior Permit Technician	\$ 122,625.00	-	\$ -	-	\$ -	0.25	\$ 30,656.25	0.25	\$ 30,656.25	\$ 61,312.50
A6	Public Works Roads Assistant Engineer	\$ 152,401.00	-	\$ -	-	\$ -	0.10	\$ 15,240.10	0.05	\$ 7,620.05	\$ 22,860.15
A7	-	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
A8	-	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
A9	-	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
A10	-	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
A11	-	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
A12	-	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
FY 21-22 Total			-	\$ -	0.40	\$ 46,876.00	0.40	\$ 146,644.00	0.30	\$ 122,449.87	\$ 295,938.87

B. Direct Technical Assistance Costs - Other

Items that provide direct benefits to the intent of the grant program.

Cost Category / Service or Vendor (if known)	Description	Annual Cost	FY 21-22 Percentage of Time	FY 21-22 Total	FY 22-23 Percentage of Time	FY 22-23 Total	FY 23-24 Percentage of Time	FY 23-24 Total	FY 24-25 Percentage of Time	FY 24-25 Total	Total
B1	Contractor/consulting costs for environmental requirements to assist with Contractor/consulting costs related to site improvements and development that include environmental impacts such as to EIR for County Canals Cultivation Drainage	\$ 138,500.00	-	\$ -	0.80	\$ 110,800.00	1.00	\$ 138,500.00	1.00	\$ 138,500.00	\$ 387,800.00
B2	Contractor/consulting costs related to site improvements and development that include environmental impacts such as to EIR for County Canals Cultivation Drainage	\$ 138,500.00	-	\$ -	0.80	\$ 110,800.00	1.00	\$ 138,500.00	1.00	\$ 138,500.00	\$ 387,800.00
B3	Contractor/consulting costs related to site improvements and development that include environmental impacts such as to EIR for County Canals Cultivation Drainage	\$ 49,770.00	-	\$ -	1.00	\$ 49,770.00	-	\$ -	-	\$ -	\$ 49,770.00
B4	-	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
B5	-	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
B6	-	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
B7	-	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
FY 21-22 Total			-	\$ -	0.80	\$ 271,370.00	1.00	\$ 277,000.00	1.00	\$ 277,000.00	\$ 825,370.00

C. Indirect Administrative Costs - Personnel

To provide or fund administrative assistance to support the intent of the grant program. Cost of salary and wages for time spent supporting the work of the grant.

Personnel Classification	Role in Grant Program	Annual Salary & Benefits	FY 21-22 Percentage of Time	FY 21-22 Total	FY 22-23 Percentage of Time	FY 22-23 Total	FY 23-24 Percentage of Time	FY 23-24 Total	FY 24-25 Percentage of Time	FY 24-25 Total	TOTAL
C1	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
C2	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
C3	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
C4	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
C5	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
C6	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
C7	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
C8	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
C9	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
C10	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
C11	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
C12	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
FY 21-22 Total			-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -

D. Indirect Administrative Costs - Other

Items that provide administrative or indirect support to the intent of the grant program.

Service or Vendor (if known)	Description	Annual Cost	FY 21-22 Percentage of Time	FY 21-22 Total	FY 22-23 Percentage of Time	FY 22-23 Total	FY 23-24 Percentage of Time	FY 23-24 Total	FY 24-25 Percentage of Time	FY 24-25 Total	TOTAL
D1	Office	\$ 60,000.00	-	\$ -	80%	\$ 48,000.00	20%	\$ 12,000.00	-	\$ -	\$ 60,000.00
D2	Contractor	\$ 430,983.00	-	\$ -	40%	\$ 172,393.20	40%	\$ 172,393.20	20%	\$ 86,196.60	\$ 430,983.00
D3	Contractor	\$ 430,983.00	-	\$ -	40%	\$ 172,393.20	40%	\$ 172,393.20	20%	\$ 86,196.60	\$ 430,983.00
D4	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
D5	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
D6	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
D7	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
FY 21-22 Total			-	\$ -	0.40	\$ 650,393.20	0.40	\$ 650,393.20	0.20	\$ 325,196.60	\$ 1,626,183.00

E. TOTALS

Category	Total
Direct Technical Assistance Costs - Personnel	\$ 295,938.87
Direct Technical Assistance Costs - Other	\$ 825,370.00
Indirect Administrative Costs - Personnel	\$ -
Indirect Administrative Costs - Other	\$ 1,626,183.00
GRAND TOTAL	\$ 1,747,491.87