



GRANT AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
- - -

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

DEPARTMENT OF CANNABIS CONTROL (DCC)

RECIPIENT'S NAME

City of Santa Rosa

2. The Agreement Term is: 01/01/2022 through 06/30/2025

3. The maximum amount of this Agreement is: \$ 775,841.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A-A1: A-Award Information and Scope of Work;	2-9	Page(s)
A-1 Permitting and Licensing Metrics - See Attachment 2		
Exhibit B: General Terms and Conditions	10-14	Page(s)
Exhibit C-C1: C-Payment and Budget Provisions; C1 Budget Worksheet	15-17	Page(s)
Exhibit D : Special Terms and Conditions	18-21	Page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

City of Santa Rosa

BY (Authorized Signature)

[Signature]

DATE SIGNED

1-5-2022

PRINTED NAME AND TITLE OF PERSON SIGNING

Maraskeshia Smith, City Manager

ADDRESS

100 Santa Rosa Ave Santa Rosa, CA 95404

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF CANNABIS CONTROL

BY (Authorized Signature)

[Signature]

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**EXHIBIT A**  
**AWARD INFORMATION**

Recipient:	
Award Identification Number:	
Award Date:	
Amount Awarded:	\$
Effective Dates:	through
Federal Award to State Agency is Research & Development (Yes/No)	

**RECIPIENT AND PROJECT INFORMATION**

1. Department of Cannabis Control (DCC) hereby awards an Agreement to the Recipient for the project described herein:

Project Title:

2. The Managers for this Agreement are:

<b>FOR DCC:</b>	<b>FOR RECIPIENT:</b>
Name:	Name:
Division/Branch:	Organization:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone:	Phone:
Email Address:	Email Address:

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR DCC:</b>	<b>FOR RECIPIENT:</b>
Name:	Name:
Division/Branch:	Organization:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone:	Phone:
Email Address:	Email Address:

<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

**4. RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  does  does not support R&D.

**5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.**

**EXHIBIT A**  
**Scope of Work**



Contract



Grant

## **Executive Summary**

The City of Santa Rosa seeks funding to remedy local issues in order to move provisional license holders to annual licenses. The City does not currently have any cannabis-specific funded positions and all aspects of the program are considered normal business similar to any other regulated land use. The cannabis ordinance was written prior to state licensing and at that time there was no need to create a position to serve as single point of contact for the state. The City is in need of staffing to accomplish cannabis process improvements, educate applicants, and provide information to the state. This proposal also includes making amendments to the existing cannabis ordinance, bolstering application assistance through outreach and online tools, and process improvements to existing permit tracking software.

**Cannabis Ordinance Updates:** The current ordinance was last updated in 2017 and does not recognize all state license types, such as processing. An updated ordinance is necessary to address this license type and to provide better define the permit process and environmental review required, in order to inform the state license process. This work will also include an exploration of CEQA and how best to streamline the process for applicants and to address state licensing. A white paper will be prepared to provide a deep exploration of this issue and how we can work with the state to streamline the process for applicants.

**Online Application Tools and Dashboard:** The City proposes the creation of new tools for cannabis applicants through online services providing better education for applicants. This will include revised application checklists, online tools to assist with process, an online dashboard and map to show where operations can locate and how many operations are active or are in process. This will also include a robust outreach program to create a series of classes/webinars to assist applicants with applications and implementing their permit through conditions of approval or post-approval needs.

**Permit Software Process Improvements:** The City proposes the revamping of reporting and tracking methods to accurately track permit applicants for state licensing response, and to connect permitting, tax, and enforcement for faster reporting and customer service. This is also necessary to provide data to the online dashboard so applicants can track implementation progress and troubleshoot issues.

**Staff Capacity for State Licensing:** Santa Rosa has a vital need of additional planning capacity in order to move provisional to annual licenses. This would create a limited term dedicated cannabis position to serve as a single point of contact for the state and oversee the ordinance update and process improvements noted above. The current City budget does not include any cannabis related positions.

# Application Narrative

## Program Description

Provide a brief description of the current cannabis permitting process in your jurisdiction, including the following:

1. Identify the necessary requirements for a local permit for commercial cannabis activity to be issued. Describe or attach a visual of your permitting process. Clearly identify when site-specific CEQA is conducted.

Our local cannabis permitting process varies depending on the type of application and location. See below for our detailed information on the permit process, located on our website.

<https://srcity.org/2515/Commercial-Cannabis-Application-Support>

All cannabis business applicants within the City have to secure a land use entitlement (e.g., Zoning Clearance or Use Permit) from the City before they can apply for an annual state license. There are two different permitting pathways for cannabis businesses in the County: 1) Zoning Clearance, and 2) Use Permits.

### **Cannabis Zoning Ordinance- Chapter 20-46**

### **Cannabis Industry Tax Chapter 6-10**

<http://qcode.us/codes/santarosa/>

All cannabis-related ordinances and resolutions are accessible via a SharePoint link below. Please contact us if this link is problematic and a PDF of the documents can be provided.

<https://cityofsantarosa.sharepoint.com/:f:/s/PlanningTeam/EloBBBB2sUdDno0sIXS5Pp4BcV2omxPihUnKf4q791xkVA?e=EH5Twz>

### **Cannabis Permit Process Map/Visual**

<https://srcity.org/DocumentCenter/View/24256/Cannabis-Business-Local-Compliance-Process-Map>

### **Cannabis Zoning Clearance Process**

A zoning clearance can be issued if the proposed operation complies with the ordinance standards and is located in a zoning district where the proposed operation type is permitted by-right (without a Use Permit). These approvals are considered ministerial and do not require CEQA review based on the adopted ordinance. This process is also used for existing operations if there is a change in operator. This process is completed within 1-2 months of application based on workload.

Please note that cannabis processing uses are not specifically allowed within our existing ordinance. The City's Zoning Administrator has issued a zoning interpretation (attached) that allows the processing use as it is compatible and similar to cannabis manufacturing. The processing use is allowed within industrial zones with a cannabis Zoning Clearance.

[https://srcity.org/DocumentCenter/View/24273/Cannabis-Zoning-Clearance-Process-Guide-and-Application-Checklist\\_May-16-2019](https://srcity.org/DocumentCenter/View/24273/Cannabis-Zoning-Clearance-Process-Guide-and-Application-Checklist_May-16-2019)

### **Cannabis Use Permit Process**

A use permit is required for other types of more intense cannabis uses depending on the size, scale, and location based on the ordinance requirements. These applications may require technical studies to be prepared. Design review may also be required which would necessitate the project completing a parallel process of receiving a design review approval. CEQA compliance is also required and depending on the project the document prepared could be an exemption, negative declaration, or in rare cases an environmental impact report.

All use permit applications undergo a completeness review, agency and internal referral, general plan consistency, zoning code consistency, environmental review phase, and potentially a public hearing. Use permit processes can take 3-6 months depending on the completeness of the application and level of controversy.

[https://srcity.org/DocumentCenter/View/24271/Cannabis-CUP-Process-Guide-and-Application-Checklist\\_May-16-2019](https://srcity.org/DocumentCenter/View/24271/Cannabis-CUP-Process-Guide-and-Application-Checklist_May-16-2019)

### **Cannabis Retail Process**

In addition to the use permit requirements above, the City provides additional guidance for retail

operations.

[https://srcity.org/DocumentCenter/View/24257/Cannabis-Retail-Application-Process-Guide\\_May-16-2019](https://srcity.org/DocumentCenter/View/24257/Cannabis-Retail-Application-Process-Guide_May-16-2019)

## Post Approval

After a project is approved, the application moves into the condition compliance phase to resolve Conditions of Approval imposed on the project. Conditions of Approval are tasks recommended by various agencies during the referral process as well as the project planner and the decision-making body. These conditions must be completed by the applicant prior to initiation of the permitted operation. Examples include payment of traffic mitigation fees, completion of road access or parking improvements, and finalization of Building Permits for any new structures.

Conditions of Approval can also include operational conditions related to City noise standards, hours of operation, or design elements. Completing the condition compliance phase is a lengthy process, requiring months to more than a year to complete, depending on the project. After the Conditions of Approval are complete, the permittee is eligible for an annual state license.

2. Describe the applicable environmental review process relevant to the cannabis permits that you allow for in your jurisdiction.

Click or tap here to enter text.

**Response:** The City's ordinance allows almost all license types except for outdoor and mixed light cultivation, which reduces the primary impacts of odor, security, and neighborhood compatibility. For this reason, most of our operations are indoor within existing industrial or commercial zoning districts. Most of our operations are eligible for a CEQA exemption. If they are not, some operations require a Mitigated Negative Declaration. No operations have required an Environmental Impact Report.

The City is aware that the state requires our local operations to prepare CEQA compliance documents for the state license process. The City has prepared a memo to assist applicants with this process: <https://srcity.org/DocumentCenter/View/24259/CEQA-Memo-for-Cannabis-Zoning-Clearances>

**See below for descriptions used within Grant Attachment 2:**

### **Local Permit Status Definitions:**

**Approved** – The permit has received necessary approval(s).

**Inactive** – This status is chosen when an applicant is not actively pursuing the application but has not withdrawn the application.

**Pending** – The application was deemed incomplete, and the planner is waiting for the applicant to submit revised application materials.

**Referred** – The application has been routed to necessary city departments and outside agencies for review.

**Scheduled for Action** – The project has been scheduled for a date certain to be reviewed by the appropriate approval body.

**Submitted** – This status is for Zoning Clearance applications only. The submitted status indicates that a Zoning Clearance application has been entered into the City's online permitting system.

**Withdrawn** – The applicant has requested that the panning entitlement (permit) application be withdrawn from further processing/consideration.

### **CEQA Status Definitions:**

**CUP Application Withdrawn** – The applicant has withdrawn the Conditional Use Permit application for the project and no environmental review will be conducted.

**EIR Approved** – An Environmental Impact Report was certified for the subject project, or for a larger project that includes the subject project.

**Exempt** – The project was found to qualify for a CEQA exemption, and no added environmental review is required.

**Inactive** – The Conditional Use Permit for the project is currently inactive.

**MND Approved** – A Mitigated Negative Declaration has been approved for the project.

**To be Determined Through the Review Process** – Environmental Review for the associated Planning Entitlement (Permit) has not yet been completed.

3. Identify what requirements must be met by your permittee when providing the state with local authorization response for each of the following:
  - a. “In compliance”
  - b. “Compliance under way”
  - c. “Not in compliance”

[Click or tap here to enter text.](#)

**Response:** The City responds to state requests with “in compliance” when a local land use entitlement has been approved, building permits have been finalized, the operation is registered for the cannabis business tax, and if applicable, a county health permit has been approved. This means all major conditions of approval have been completed.

The City does not respond with “compliance is underway,” and “not in compliance” is stated when the applicant has not completed the necessary requirements and is unresponsive. All efforts are made to avoid responding with “not in compliance.”

### **Statement of Needs/Problem Statement**

1. Describe the challenges in the local jurisdiction permitting process that impede the timely transition of your permittees’ license from a provisional license to an annual license.

The City’s cannabis program and ordinance was intended to streamline the permitting process and reduce cost for cannabis entitlements. This has been successful in that most applicants obtain a low-cost permit within a few months of applying, which is very different from other California jurisdictions. An unintended consequence is that many applicants apply and receive permits but lack the knowledge of how to implement or commence the operation, and many applicants have no intention of commencing operations. The building and fire permitting process can be more cumbersome and many apply for state licensing too early not anticipating challenges.

The reason we have so many provisional licenses is because we lack the staff capacity to support our applicants through the implementation phase of their operations in time for us to reply to requests for local authorization. The City does not currently have any cannabis-specific funded positions and all aspects of the program are considered normal business similar to any other regulated land use. The cannabis ordinance was written prior to state licensing and at that time there was no need to create a position to serve as single point of contact for the state. We recognize that our streamlined permitting process requires more education and support within the implementation phase. For this reason, we need to build more online tools to connect these processes internally and provide an online dashboard for applicants to follow the process and address issues. In addition, the cannabis ordinance does not recognize all state license types, specifically cannabis processing. This has created issues for applicants trying to get annual licenses. An updated ordinance is necessary to address this license type and to provide better define the permit process and environmental review required, in order to inform the state license process.

2. If you have an equity program, describe any additional challenges in implementing the equity program in your local jurisdiction and/or challenges faced by equity applicants in receiving local permits and annual state licenses.

The City does not yet have an equity program.

### **Goals and Intended Outcomes**

1. List the goals and intended outcomes of this funding opportunity.

Goals should explain how funding will be utilized to impact the issue areas stated in the

problem statement. Outcomes should describe specific change(s) or result(s) when the goal is achieved.

At a minimum, the following should be addressed:

- How CEQA compliance will be achieved
- How obstacles will be removed from the permitting process, including opportunities to reduce time to permit issuance.
- How these goals will align with the statutory deadlines mandated for maintenance of a provisional license.
- Local coordination necessary to reach specific outcomes, if multiple departments, divisions, or offices are involved.

Use the format below: Note the fillable forms were not populating

Action	Intended Outcome
A. Cannabis Ordinance Update	<ol style="list-style-type: none"> <li>1. Updated Cannabis Ordinance recognizing cannabis processing.</li> <li>2. Exploration of permit process clarity and environmental review, White Paper/Memo</li> </ol>
B. Applicant Assistance: Online Application Tools and Dashboard	<ol style="list-style-type: none"> <li>3. Online Survey of Cannabis Applicant Issues and Needs (translated)</li> <li>4. Development of Online Tools and Checklists</li> <li>5. Schedule of Webinars and Workshops for Applicants (Translated)</li> <li>6. New Website Launch</li> <li>7. Permit Database/Dashboard Launch</li> </ol>
C. Permit Software Process Improvements	<ol style="list-style-type: none"> <li>8. Accela Cannabis Fields and Reporting Creation</li> <li>9. Tax Data Integration</li> <li>10. Online Dashboard Mapping Using Accela Cannabis Report</li> </ol>
D. Limited Term Staff Capacity (Senior Planner)	<ol style="list-style-type: none"> <li>11. Recruit and Hire new Senior Planner position (Limited term 3.5 years)</li> </ol>

**A. Cannabis Ordinance Updates:** The current ordinance was last updated in 2017 and does not recognize all state license types, such as processing. An updated ordinance is necessary to address this license type and to provide better define the permit process and environmental review required, in order to inform the state license process. This work will also include an exploration of CEQA and how best to streamline the process for applicants and to address state licensing. A white paper will be prepared to provide a deep exploration of this issue and how we can work with the state to streamline the process for applicants.

**B. Applicant Assistance: Online Application Tools and Dashboard:** The City proposes the creation of new tools for cannabis applicants through online services providing better education for applicants. This will include revised application checklists, online tools to assist with process, an online dashboard and map to show where operations can locate and how many operations are active or are in process. This will also include a robust outreach program to create a series of classes/webinars to assist applicants with applications and implementing their permit through conditions of approval or post-approval needs.

This task will be accomplished with a Senior Planner and consultant assistance providing IT

related services to accomplish website updates and online survey creation to better understand the needs of the cannabis industry.

**C. Permit Software Process Improvements:** the City proposes the revamping of reporting and tracking methods to accurately track permit applicants for state licensing response, and to connect permitting, tax, and enforcement for faster reporting and customer service. This is also necessary to provide data to the online dashboard so applicants can track implementation progress and troubleshoot issues.

The City currently utilizes Accela permit software. This IT software is robust and is currently used to track cannabis permitting but not state licensing or taxes. A consultant would be hired to establish a new path to connect these databases together so reporting and state response is streamlined, facilitating moving licensing from provisional to annual. This would be a one-time activity to build the new database, connected to the new website dashboard noted in the previous task. This effort is not currently part of existing budgets.

**D. Staff Capacity for State Licensing:** Santa Rosa has a vital need of additional planning capacity in order to move provisional to annual licenses. This would create a limited term dedicated cannabis position to serve as a single point of contact for the state and oversee the ordinance update and process improvements noted above. The current City budget does not include any cannabis related positions.

Action	Intended Outcome
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

*Repeat the format above to list additional goals. Add additional rows to the chart as necessary.*

2. For those jurisdictions that have been identified as eligible to receive additional funding due to the status of the local equity program, address the following in your goal(s):
  - a. How this funding, particularly the dollars provided due to local equity program status will:
    - i. Support local equity applicants in entering the regulated cannabis industry;
    - ii. Allow local equity applicants to receive cannabis permits and annual licenses more quickly; and
    - iii. Further support local and/improve equity program implementation.

Not applicable at this time.

3. If your local jurisdiction has not adopted or is not operating a local equity program, please indicate whether the local jurisdiction is considering adopting a local equity program, including a potential timeline for this decision.

**The City has submitted a grant application for a Type 1 equity grant.**

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### 1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

#### 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

#### 3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the DCC Agreement Manager or designee in the form of a formal written amendment.

#### 4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

#### 5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

#### 6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

#### 7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

#### 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

#### 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

## **10. Contractors/Consultants**

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

## **11. Non-Discrimination Clause**

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

## **12. Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The DCC will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

## **13. Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the DCC Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the DCC Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

## **14. Termination for Convenience**

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by DCC, DCC must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

## **15. Termination for Cause**

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the DCC shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

## **16. Acceptable Failure to Perform**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

## **17. Breach**

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if DCC determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the DCC. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the DCC Legal Affairs Division or emailed to: [legallaffairs@cannabis.ca.gov](mailto:legallaffairs@cannabis.ca.gov).

Department of Cannabis Control  
Legal Affairs Division  
2920 Kilgore Road  
Rancho Cordova, CA 95670

## **18. Non-Material Breach**

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, DCC shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, DCC may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If DCC determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, DCC may withhold all or any portion of the grant funding and take any other action that DCC deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and DCC notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. DCC may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If DCC notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and DCC shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event DCC finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by DCC including, if DCC should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

#### **19. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge DCC's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the SOW attached to this Agreement. The Recipients may not use the DCC logo.

#### **20. News Releases/Public Conferences**

The Recipient agrees to notify the DCC in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

#### **21. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to DCC Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to DCC approval and, at its discretion, DCC may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. DCC will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

#### **22. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work incorporated by reference to this Agreement as an attachment.

#### **23. California State Auditor**

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

#### **24. Equipment**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment.

#### **25. Closeout**

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

## **26. Confidential and Public Records**

The Recipient and DCC understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. DCC had the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of information.

## **27. Amendments**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the DCC Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to DCC approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, DCC agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the DCC Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the DCC under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by DCC under this Agreement. If DCC cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, DCC may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).

If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established by the Federal Travel Regulation, issued by [General Services Administration \(GSA\)](#), including the maximum per diem and subsistence rates prescribed in those regulations.

- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by DCC, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

**4. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted for purposes of this program, the DCC has the option to either cancel this Agreement with no liability occurring to the DCC or offer to amend the Agreement to reflect the reduced amount.

# EXHIBIT C1 Budget Worksheet

<b>Jurisdiction Name</b>	City of Santa Rosa
<b>Total Grant Amount</b>	\$ 775,841.00

### 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.								TOTAL
Personnel Classification	Role in Grant Program	Annual Salary & Benefits	FY 21-22 Percentage of Time	FY 22-23 Percentage of Time	FY 23-24 Percentage of Time	FY 24-25 Percentage of Time		
<i>Example</i>	<i>Local Planner</i>	<i>Reviews CEQA documentation provided by applicants.</i>	\$ 150,000.00	0.50	0.75	1.00	1.00	\$ 487,500.00
A1	Senior Planner-Limited Term	Local Single Point of Contact for State, Project Manager for Grant Project	\$ 197,000.00	0.50	1.00	1.00	1.00	\$ 689,500.00
A2								\$ -
A3								\$ -
A4								\$ -
A5								\$ -
A6								\$ -
A7								\$ -
A8								\$ -
A9								\$ -
A10								\$ -
A11								\$ -
A12								\$ -
<b>Direct Technical Assistance Costs - Personnel</b>								<b>\$ 689,500.00</b>

### B. Direct Technical Assistance Costs - Other

Items that provide direct benefits to the intent of the grant program.								TOTAL
Cost Category / Service or Vendor (if known)	Description	Annual Cost	FY 21-22 Percentage of Costs	FY 22-23 Percentage of Costs	FY 23-24 Percentage of Costs	FY 24-25 Percentage of Costs		
<i>Example</i>	<i>Contractual / Environment Consultants Information</i>	<i>Contractor to assist with the development of a PEIR for the county.</i>	\$ 500,000.00	1.00	0.50	0.50	0.50	\$ 1,250,000.00
B1	Technology	Website development and online/mobile survey tools	\$ 25,000.00		1.00			\$ 25,000.00
B2	Consultant Costs	IT related technical support to assist the	\$ 50,000.00	0.50	0.25	0.25		\$ 50,000.00
B3	Consultant Costs	Translation for website development and educational workshops	\$ 10,000.00		0.50	0.50		\$ 10,000.00
B4								\$ -
B5								\$ -
B6								\$ -
B7								\$ -
<b>Direct Technical Assistance Costs - Other</b>								<b>\$ 85,000.00</b>

### C. Indirect/Administrative - 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.								TOTAL
Personnel Classification	Role in Grant Program	Annual Salary & Benefits	FY 21-22 Percentage of Time	FY 22-23 Percentage of Time	FY 23-24 Percentage of Time	FY 24-25 Percentage of Time		
<i>Example</i>	<i>Accounting Analyst</i>	<i>To track expenditures associated with the grant.</i>	\$ 89,000.00	0.25	0.25	0.25	0.25	\$ 89,000.00
C1								\$ -
C2								\$ -
C3								\$ -
C4								\$ -
C5								\$ -
C6								\$ -
C7								\$ -
C8								\$ -
C9								\$ -
C10								\$ -
C11								\$ -
C12								\$ -
<b>Indirect/Administrative Costs - Personnel</b>								<b>\$ -</b>

### D. Indirect/Administrative - Other

Items that provide administrative or indirect support to the intent of the grant program.								TOTAL
Cost Category / Service or Vendor (if known)	Description	Annual Cost	FY 21-22 Percentage of Costs	FY 22-23 Percentage of Costs	FY 23-24 Percentage of Costs	FY 24-25 Percentage of Costs		
<i>EX</i>	<i>Facilities / Headquarters</i>	<i>Costs associated with office space for direct technical assistance staff.</i>	\$ 1,250,000.00	0.02	0.02	0.02	0.01	\$ 81,250.00
D1	Printing and Publications	Printing Associated with educational workshops (English and Spanish)	\$ 1,341.00		0.50	0.50		\$ 1,341.00
D2								\$ -
D3								\$ -
D4								\$ -
D5								\$ -
D6								\$ -
D7								\$ -
<b>Direct Technical Assistance Costs - Other</b>								<b>\$ 1,341.00</b>

### E. TOTALS

<b>Direct Technical Assistance Costs - TOTAL</b>							<b>\$ 775,841.00</b>
<b>Indirect/Administrative Costs - TOTAL</b>							<b>\$ -</b>
<b>GRAND TOTAL</b>							<b>\$ 775,841.00</b>

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

This California Local Jurisdiction Assistance Grant Program Agreement (“Agreement”) is by and between [local jurisdiction] (“Grantee”), and the Department of Cannabis Control (“Department”), hereinafter jointly referred to as the “Parties” or individually as the “Party.” Unless otherwise specified in this Agreement, all definitions, rules, guidelines, and requirements specified in the California Local Jurisdiction Assistance Grant Program Guidelines (Grant Guidelines) issued on [date], shall apply to this Agreement. The identification number for this Agreement is [Agreement#].

**In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:**

- 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.
- 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 Grantee’s application and Annual Plan, which constitutes the Scope of Work for this Agreement and is incorporated herein by reference as Exhibit A, and 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. The Grant Award and Grant funding is to be used for the purposes specified in the Grant Guidelines, and pursuant to the Scope of Work. 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 work 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.
- 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.** Grantee agrees that the Department, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. 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. Grantee agrees to allow the auditor(s) access to such records and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 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.

- 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;
  - 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 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](mailto: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.
- 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.