

**GRANT AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT
AND**

Western Organic Family Farms, COOP

This Grant Agreement (Agreement) is made and entered into this ___st day of _____ 2020, by and between the County of Humboldt, a political subdivision of the State of California (hereinafter "COUNTY"), and Western Organic Family Farms, COOP, a Humboldt County Dairy Cooperative located in Humboldt County, California, governed by California Government Code section 61000 *et seq.* (hereinafter "GRANTEE"), upon the following considerations:

WHEREAS, the County of Humboldt Board of Supervisors approved a supplemental budget for Economic Development fiscal year 2019-20 budget to provide matching funds for a United States Department of Agriculture (USDA) Value Added Producer Grant and a USDA Rural Development Opportunity Grant.

WHEREAS, in March of 2020 the GRANTEE applied for Value Added Producer Grant funding through the United States Department of Agriculture (hereinafter "USDA") to assist with the sales, marketing and distribution of its A2/A2 brand.

WHEREAS, the GRANTEE's proposed project supports the Board's action to provide matching funds to the local dairy industry for a United States Department of Agriculture (USDA) Value Added Producer Grant.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PROJECT DESCRIPTION

GRANTEE shall utilize the grant to match USDA funds and to assist with the sales, marketing and distribution of its A2/A2 brand (hereinafter "Project"). The specific tasks to be carried out, including activities, objectives and deliverables, are set forth in Exhibit A, attached hereto and incorporated herein, and Exhibit B, GRANTEE's grant proposal attached hereto and incorporated herein.

2. AWARD AMOUNT AND DISBURSEMENT

A. COUNTY agrees to pay GRANTEE a sum not to exceed Thirty Thousand Dollars (\$30,000) to cover GRANTEE'S costs in carrying out Project. Costs consultant and professional fees shall be as set forth in the Project Budget attached hereto as Exhibit C and incorporated herein by reference. GRANTEE shall bear the responsibility for any Project costs in excess of \$30,000.

Any unspent funds shall be returned to the COUNTY with no negative consequences for future grant applications as long as all reasonable efforts were

made to execute the Project within the Project Budget (Exhibit D) in a timely manner.

3. TERM

This Agreement shall commence upon the date indicated above and shall terminate one year after the execution of this agreement, unless extended by the written agreement of the parties or sooner terminated as provided for herein.

4. GRANT MODIFICATIONS

The County of Humboldt Director of Economic Development may make minor adjustments to changes in grant timelines, activities, and partners that are consistent with original Project goals, target populations, and geographical focus.

If additional time beyond the timeline provided by the GRANTEE (listed in Exhibit A) is required and exceptional circumstances warrant, a formal request must be submitted to the County of Humboldt Director of Economic Development. The request must be submitted at least forty-five (45) days prior to the expiration date of the grant. The request must explain the need for the extension and include an estimate of the un-obligated funds remaining and a plan for their use. Un-obligated funds remaining at the expiration of the grant is not sufficient justification for an extension. The plan must adhere to the previously approved objectives of the Project.

5. GRANT REPORTING AND AUDITING

A. Reporting

1. A Final Report, describing the work accomplished during the entire period of the Agreement, shall be submitted to COUNTY no later than the thirtieth (30th) day of the month following the Agreement's termination date. The Final Report will follow the format outlined in Exhibit E. COUNTY may require GRANTEE to report on other Project activities, processes, and outcomes as needed in the Final Report. The Final Report shall contain the following:
 - a) A summary of all costs incurred in connection with performance of services under this Agreement;
 - b) Documentation of activities contracted and completed with grant funds; and
 - c) Financial accounting of grant funds. Grant funds should be tracked separately. Receipts documenting purchases may be requested.

2. In connection with the County's mission to facilitate economic development for Humboldt County, County Staff may conduct follow-up interviews with GRANTEE after the Project is completed and/or the termination of this Agreement in order to evaluate the Project's results, outcomes, and effectiveness in supporting the County's purpose. GRANTEE agrees to be interviewed and shall cooperate and respond to any requests for information from County Staff.

B. Auditing

1. GRANTEE agrees to timely prepare and maintain accurate and complete financial and performance records for a minimum of four (4) years from the date of final payment under this Agreement or until all pending County, State, and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work.
2. GRANTEE will permit the COUNTY to audit all books, account or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. GRANTEE shall provide the COUNTY with any relevant information required and shall permit access to its premises during normal business hours upon five (5) days notice.
3. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If GRANTEE is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by GRANTEE within thirty (30) days of notice.
4. GRANTEE assures that it maintains appropriate internal financial controls over grant funds received and disbursed, including procedures for authorizing disbursements, tracking grant expenditures, and reporting grant revenue and expenditures.
5. The COUNTY'S rights and obligations under this provision shall continue after termination of the Agreement until four years after termination date of this agreement.

6. FUNDER RECOGNITION AND MEDIA RELEASE

- A. GRANTEE shall identify the COUNTY's office of Economic Development as a support organization on all published material relating to the subject matter of the award.

- B. All press releases and informational material related to this Agreement shall receive approval from the COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, GRANTEE shall inform the COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. The COUNTY reserves the right to have a representative present at such interviews.
- C. As a condition of this funding, the designated COUNTY logo shall be placed on any printed or published advertisement or marketing material that is developed by GRANTEE using the grant funds awarded herein.

7. HOLD HARMLESS AND INDEMNIFICATION

- A. GRANTEE shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, agents, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with GRANTEE'S performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY.
- B. Acceptance of insurance required by this Agreement does not relieve GRANTEE from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by GRANTEE'S operations regardless if any insurance is applicable or not.

8. TERMINATION FOR CAUSE

COUNTY, in its sole discretion, may terminate this Agreement immediately, upon notice, if, in the opinion of the COUNTY, GRANTEE fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein. In such event, the COUNTY may exercise any of its rights under this Agreement or available to it under the law.

9. NOTICES

- A. Notices shall be given to the COUNTY at the following address:

Humboldt County Director of Economic Development
520 E Street
Eureka, CA 95501
gohumco@co.humboldt.ca.us

- B. Notices shall be given to GRANTEE at the following address:

Western Organic Family Farms, COOP

Gary Levin
CEO
825 Logan Street
Denver, CO 80203
gary.levin@woffcoop.com

Robin Griffith
Controller
1748 Xavier Court
Fortuna, CA 95540
robin.griffith@woffcoop.com

mirdairy@gmail.com

- C. Any and all notice(s) required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

10. MISCELLANEOUS

- A. GRANTEE STATUS: GRANTEE certifies that it is a non-profit corporation or tax-exempt governmental unit located in Humboldt County, California.
- B. RESTRICTIONS, LIMITATIONS OR CONDITIONS: This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State Governments that may affect the provision, terms or funding of this Agreement.
- C. RELATIONSHIP OF PARTIES: GRANTEE shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of the COUNTY nor shall any such person be entitled to any benefits available or granted to employees of the COUNTY. GRANTEE shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the COUNTY and GRANTEE.
- D. ASSIGNMENT: Neither Party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by GRANTEE in

violation of this provision shall be void and shall be cause for immediate termination of the Agreement.

- E. SUBCONTRACTING: GRANTEE shall not subcontract any portion of the work required by the Agreement without prior written approval of the COUNTY.
- F. LICENSING: If GRANTEE is required to be licensed by the State of California, GRANTEE shall maintain the appropriate licenses throughout the life of this Agreement.
- G. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE: GRANTEE certifies by its signature below that GRANTEE is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. GRANTEE agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the forgoing certification is false or if GRANTEE becomes a nuclear weapons contractor.
- H. NON-DISCRIMINATION CLAUSE COMPLIANCE: GRANTEE shall not discriminate in the provision of professional services or against any employee or applicant for employment or exclude participants in the Project because of race, religious creed, color, national origin, ancestry, physical or mental disability (including HIV status and AIDS), medical condition (including cancer and genetic characteristics), marital status, political affiliation, sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), age (over 40 years of age), sexual orientation (including heterosexuality, homosexuality and bisexuality), military service, or any other classifications protected by local, state, and federal laws and regulations. This policy does not require the employment of unqualified persons. GRANTEE further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and other applicable federal, state, and local laws and regulations to ensure that employment practices are non-discriminatory. GRANTEE shall also comply with United States Executive Order 11246, United States Executive Order 11375, as supplemented and amended in 45 CFR, Part 60. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement. Nothing herein shall be construed to require the employment of unqualified persons.
- I. ENTIRETY OF CONTRACT: This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and

shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

- J. AMENDMENT: No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- K. COMPLIANCE WITH APPLICABLE LAWS: GRANTEE shall comply with any and all applicable federal, state and local laws.
- L. JURISDICTION AND VENUE: This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to Code of Civil Procedure §§ 394 and 395.
- M. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- N. NO WAIVER: The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment of grant funds by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of GRANTEE. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach of default. COUNTY shall have the right to demand repayment of, and GRANTEE shall promptly refund any grant funds disbursed to GRANTEE, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.
- O. CONFIDENTIAL INFORMATION: In the performance of this Agreement, GRANTEE may receive information which is confidential information under local, state or federal law. GRANTEE agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.
- P. Public Works: To the extent the Project, or any part thereof, constitutes a public work under the California Labor Code and/or the Public Contract Code, Grantee will abide by the prevailing wage laws and the contracting requirements of the respective codes. Grantee's indemnification and insurance obligations in favor of County under this Agreement specifically extend to these obligations.

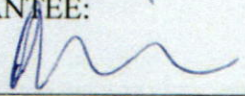
Q. AUTHORITY TO EXECUTE: Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

By _____
Estelle Fennell

Chair, Humboldt County Board of Supervisors

GRANTEE:

By  _____
Title CEO
Western Organic Family Farms, COOP

APPROVED FOR INSURANCE
REQUIREMENTS

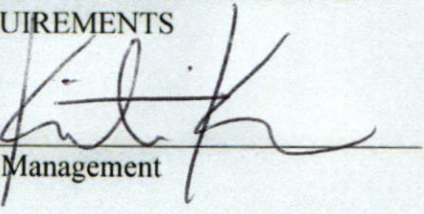
By:  _____
Risk Management

Exhibit A: Project Description, Activities, Objectives, Deliverables, and Timeline
Exhibit B: Project Proposal
Exhibit C: Project Budget
Exhibit D: Funds Request Form

EXHIBIT A: PROJECT DESCRIPTION, ACTIVITIES, OBJECTIVES, DELIVERABLES, AND TIMELINE

1. Project Description

- a. GRANTEE shall utilize the grant to match USDA funds and to assist with the sales, marketing and distribution of its A2/A2 brand.

2. Deliverables

Apply for USDA VAPG Program.

Sales, marketing and distribution activities as follows:

- b. Grant Application creation
- c. Trademark application submittal
- d. Marketing and Package Design creation
- e. Web site creation
- f. Pre-launch marketing analysis
- g. Feasibility Study
- h. Cow Testing for A2A2 Beta Casein

3. Timeline

The following shall be completed no later than December 31st, 2020

- i. USDA Grant Submittal
- j. Feasibility Study
- k. Trademark App
- l. Packaging design
- m. Web design
- n. Product Launch
- o. Cow Testing for A2A2 Beta Casein

4. Conditional Requirements

None

EXHIBIT B: PROJECT PROPOSAL

EXHIBIT B: PROJECT PROPOSAL

1. VAPG Grant preparation
2. A2A2 Organic Milk Feasibility Study
3. Dexter Communications Design serviced
4. Packaging Design
5. Web Design
6. Pre-Marketing sales expenses
7. Fees to member organizations

EXHIBIT C: FUNDS REQUEST FORM

Date: _____ Project Title: _____
 Organization: _____ Preparer: _____ Grant No.: _____
 Address: _____ Title: _____ Grant Start Date: _____
 _____ Phone: _____ Grant End Date: _____
 Phone: _____ email: _____

Contract Activities	Budget Category	Budgeted Amount	Funds Requested In This Period	Funds Requested in Prior Periods

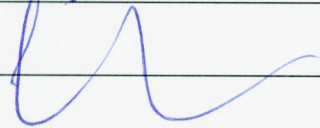
Comments: _____

Please attach copies of receipts for all costs incurred in performing the above work.

I, the undersigned, certify that the information reported in this document is complete and accurate to the best of my knowledge.

Name (print): Paul Levin

Title: CEO

Signature: 

Date: 8-26-20

EXHIBIT D: PROJECT BUDGET

Activity	Budget
a. Grant Applications	\$ 23,610.00
b. Trademark applications	\$ 6,425.00
c. Marketing and Package Designs	\$ 22,375.00
d. Web site	\$ 2,500.00
e. Pre-launch marketing	\$ 11,850.25
f. Feasibility Study	\$ 10,035.00
g. Cow Testing for A2A2 Beta Casein	\$ 52,000.00
	<u>\$128,795.25</u>