#### GRANT AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT, HEADWATERS FUND AND AMERICANS FOR SAFE ACCESS FOUNDATION

#### Contract #19-GF-03

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called "the County") and the Americans for Safe Access Foundation, a nonprofit corporation headquartered in Oakland, California (hereinafter called "the Grantee"), together referred to as "the Parties".

WHEREAS, the Grantee has applied for funding through the Headwaters Grant Fund competitive awards process; and

WHEREAS, the Grantee's proposed project supports the Headwaters Grant Fund's mission and funding priorities of facilitating economic development for Humboldt County; and

WHEREAS, on 5/14/19 the Headwaters Fund Board ("HFB") recommended the Grantee's proposed project for Headwaters Grant Fund funding on the terms and conditions set forth herein; and

WHEREAS, on 6/18/19, the Humboldt County Board of Supervisors ("Board") approved the Grantee's proposed project for Headwaters Grant Fund funding on the terms and conditions set forth herein.

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

#### I. <u>PROJECT DESCRIPTION</u>

A. Grantee shall utilize the grant funds for the support of the Humboldt County Cannabis Appellations of Origin Baseline Study (the "Project"). The specific tasks to be carried out are set forth in Exhibit A- Scope of Work and Exhibit B (Grantee's grant proposal), both of which are attached hereto and incorporated in full herein.

#### II. AWARD AMOUNT AND DISBURSEMENT

- A. County agrees to pay Grantee from the Headwaters Fund a sum not to exceed Twenty-Seven Thousand Two Hundred and Fifty Dollars (\$27,250) to cover Grantee's costs in carrying out this part of the Project. Costs for labor and materials shall be as set forth in the Project Budget attached hereto as Exhibit C and incorporated herein full by reference. Grantee shall bear the responsibility for any Project costs in excess of \$27,250.
- B. Grantee shall submit an itemized invoice, no less frequently than quarterly and no more frequently than monthly, to the County itemizing all work completed and costs incurred as of the invoice date. Eligible expenses include Project costs beginning on the Agreement date listed above and ending at the termination date of this Agreement. The invoice will utilize Funds Request Form (Exhibit D) and reference relevant sections and categories of Project Budget (Exhibit C). Payment for work performed will be made within thirty (30)

days after receipt of the invoice. Although payment will customarily be made in arrears, Grantee may request prospective payment. Prospective payments must be approved in writing by the Humboldt County Auditor (or his designee), and shall be supported by written justification.

- C. Ten percent (10%) of the total grant amount specified in Section II-A above will not be released to Grantee until Grantee submits the Final Report (*see* Section V(A)(3)) for the Project.
- D. No later than forty-five (45) days after expenditure of all grant funds, or completion of the Project, whichever is sooner, Grantee shall submit adequate written documentation summarizing all costs incurred in connection with performance of services under this Agreement.
- E. 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 C) in a timely manner.
- F. Matching Funds
  - 1. Grantee has documented that required grant matching funds (outlined in Project Budget, Exhibit C) have been received for the Project.
  - 2. If Grantee determines that Project funding from other source(s) can no longer be used, County's funding may be reduced, suspended, or terminated. Grantee must contact Headwaters Fund Executive Director immediately under such conditions.
- G. If Grantee deviates by more than six months from the Project timeline dates outlined in Exhibit A, the Headwaters Fund Board shall have the discretion to modify, terminate, or disencumber unspent funds from the grant.

### III. <u>GRANT MODIFICATIONS</u>

- A. Deviations of any single category proposed in the line item budget must receive written approval of the County at the following levels of approval:
  - 1. Headwaters Fund Executive Director may adjust changes in grant timelines, activities, and partners that are consistent with original Project goals, target populations, and geographical focus. Headwaters Fund Executive Director may approve budget changes under \$10,000.
  - 2. The Headwaters Fund Board must approve changes in Project goals, target population, and geographic focus. Budget changes of \$10,000 or more require Headwaters Fund Board approval.
- B. 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 Headwaters Fund Executive Director. 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 unobligated funds remaining and a plan for their use. Unobligated 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.

### IV. GRANT REPORTING AND AUDITING

### A. Reporting

- 1. Grantee will submit Quarterly Reports to Headwaters Staff. Each of these reports covers three months of the calendar year and is due thirty days after the end of the quarter (April 30, July 31, October 31, January 31). Reporting will begin after the first full quarter after the start date of the contract (i.e. if the contract start date is February 1, the first Quarterly Report is not due until July 31). Quarterly reports will utilize the format in Exhibit E and shall include:
  - i. Documentation of activities contracted and completed with grant funds;
  - ii. Financial accountings of grant funds. Grant funds should be tracked separately. Receipts documenting purchases may be requested;
  - iii. Subcontracts signed and/or completed;
  - iv. Narrative of accomplishments to date and schedule of activities and expected completion date;
  - v. Progress on meeting match requirements and fundraising activity report; and
  - vi. Requests for revisions of timeline, budget, and other Project items.
- 2. County Staff may review any records or documents pertinent to the Project at any time. Such records include information about the Grantee's organization and budget.
- 3. 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 of Quarterly Reports (Exhibit E) and also include a Grant Evaluation (*see* Section VI and Exhibit F). County may require Grantee to report on other Project activities, processes, and outcomes as needed in the Final Report.
- 4. County will send a Grant Closeout letter to Grantee after the Final Report. When Grantee returns the letter, the grant is considered closed.
- B. Auditing
  - Grantee shall retain, and County Staff shall have access to, any pertinent books, documents, papers and records of the Grantee organization (and of the performing organization, if different) to make audits, examinations, excerpts and transcripts for up to four (4) years after grant termination date. County Staff and its representatives may conduct periodic site visits to review the effectiveness of the grant.
  - 2. 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.
  - 3. Grantee shall maintain detailed payroll records. Grantee agrees to maintain such records locally and make them available for inspection by County Staff and representatives, during normal business hours, upon one (1) working day notice.
  - 4. 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.

- 5. 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.
- 6. 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.
- 7. The County's rights and obligations under this provision shall continue after termination of the Agreement until December 31, 2019. In the event the term of this grant is extended under Paragraph III of this Agreement, the County's rights and obligations under this provision shall be extended for the same period of time.

### V. <u>GRANT EVALUATION</u>

- A. At the completion of the Project, Grantee will complete a self-evaluation for the Project using the Project Evaluation Form (Exhibit F). The self-evaluation will be part of the Project's Final Report, and due no later than the thirtieth (30th) day of the month following the Agreement's termination date. County may require Grantee to present Project overview, results, and evaluation to the Headwaters Fund Board. County representatives may also conduct site visits to the Grantee and its Project for the purpose of grant evaluation. County may modify Project evaluation requirements as needed during the Project.
- B. Grantee shall submit quarterly reports and a Final Report to County as specified in Section V(A).
- C. In connection with the Headwaters Fund's mission to facilitate economic development for Humboldt County, Headwaters Fund Staff may conduct follow-up interviews with Grantee after the grant has been closed and/or the termination of this Agreement in order to evaluate the Project's long-term results, outcomes, and effectiveness in supporting the Headwaters Fund's purpose. Grantee agrees to be interviewed and shall cooperate and respond to any requests for information from Headwaters Fund Staff.

### VI. FUNDER RECOGNITION AND MEDIA RELEASE

- A. Grantee shall identify The Headwaters Fund as a support organization on all published material relating to the subject matter of the award.
- B. Grantee shall provide information in a timely manner and otherwise cooperate with the County in completing Headwaters Fund reports on grants and other documents related to grants. This cooperation may include Grantee attendance at events publicizing Headwaters Fund grants.
- C. 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.
- D. Grantee must abide by the specific requirements in the Headwaters Fund Recognition Policy attached as Exhibit G.

#### VII. INSURANCE REQUIREMENTS:

- A. This Contract shall not be executed by County and the Grantee is not entitled to any rights, unless certificates of insurances (or other sufficient proof that the following provisions have been complied with) and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Grantee's indemnification obligations provided for herein, Grantee shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Grantee, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
  - 1. <u>Comprehensive or Commercial General Liability Insurance</u> at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be twice the required occurrence limit.
  - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

# <mark>OR</mark>

As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of services for COUNTY. If that changes, CONTRACTOR will take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

- 3. <u>Workers Compensation and Employers Liability Insurance</u> providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, employees, and volunteers. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- 4. <u>Professional Liability Insurance/Errors and Omission Coverage</u> including coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

5. Insurance Notices:

County of Humboldt Economic Development Division Attn: Headwaters 520 E Street, Eureka, CA 95501 (707)445-7745 <u>ddamiano@co.humboldt.ca.us</u>

- C. <u>Special Insurance Requirements</u>. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:
  - 1. The Comprehensive General Liability Policy shall provide that the County, its officers, officials, employees, agents and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees, agents and volunteers. Said policy shall also contain a provision stating that such coverage:
    - i. Includes contractual liability
    - ii. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards"
    - iii. Is primary insurance with regards to County of Humboldt
    - iv. Does not contain a pro-rata, excess only, and/or escape clause
    - v. Contains a cross liability, severability of interest or separation of insureds clause
  - 2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to County and in accordance with the Notice provisions set forth under Section XI. It is further understood that Grantee shall not terminate such coverage until it provides County with proof satisfactory to County that equal or better insurance has been secured and is in place.
  - 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  - 4. For claims related to this Project, the Grantee's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Grantee's insurance and will not be called upon to contribute with it.
  - 5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to County, its officers, officials, employees, agents and volunteers.
  - 6. Grantee shall furnish County with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000)

shall be disclosed to and approved by County. If Grantee does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Grantee agrees to pay the cost of said insurance. County is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to Grantee under this Contract.

7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Grantee shall be required to purchase additional coverage to meet the aggregate limits set forth above.

### VIII. 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.

#### IX. TERMINATION FOR CAUSE

A. The 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.

### X. <u>NOTICES</u>

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

Headwaters Fund Director Economic Development Division County of Humboldt 520 E Street, Eureka, CA 95501 (707) 445-7745 headwaters@co.humboldt.ca.us

B. Notices shall be given to Grantee at the following address: Hollie Hall International Cannabis Farmers Association PO box 5306, Arcata CA 95518 Arcata, CA 95518 707-402-4870 Hollie@icfa.farm 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 forgoing.

### XI. <u>MISCELLANEOUS</u>

- A. <u>Grantee Status</u>: Grantee certifies that it is a non-profit corporation or tax-exempt governmental unit located in Humboldt County, California.
- B. <u>Restrictions, Limitations or Conditions:</u> 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. <u>Relationship of Parties</u>: 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. <u>Assignment</u>: 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. <u>Subcontracting</u>: Grantee shall not subcontract any portion of the work required by the Agreement without prior written approval of the County.
- F. <u>Licensing</u>: 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. <u>Nuclear Free Humboldt County Ordinance Compliance:</u> 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. <u>Title to Information and Documents</u>: It is understood that any and all documents, information, and reports concerning this Project prepared by and/or submitted by Grantee shall become the property of the County. Grantee may retain copies for its own records. In the event of termination of this Agreement, for any reason whatsoever, Grantee shall promptly turn over all information, writings and documents to the County without exception or reservation.
- I. <u>Nondiscrimination Clause Compliance (Employment And Services)</u>: In connection with the execution of this Agreement, Grantee shall not discriminate in the provision of services or against any employee or applicant for employment 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. Nothing herein shall be construed to require the employment of unqualified persons.

Grantee further assures that it shall 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, United States Executive Order 11246, as amended by United States Executive Order 11375 and as supplemented in 45 CFR, Part 60, and other applicable federal, state, and local laws and regulations to ensure that employment practices and the delivery of services are non-discriminatory. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

- J. <u>Entirety of Contract</u>: 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.
- K. <u>Amendment</u>: No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- L. <u>Compliance with Applicable Laws</u>: Grantee shall comply with any and all applicable federal, state and local laws.
- M. <u>Jurisdiction and Venue</u>: 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 California Code of Civil Procedure §§ 394 or 395.
- N. <u>Severability</u>: 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.
- O. <u>No Waiver</u>: 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 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 funds disbursed to Grantee, which in the judgment of County were not expended in accordance with the terms of this Agreement.
- P. <u>Confidential Information</u>: In the performance of this Agreement, Grantee may receive information which is confidential information under 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.
- Q. <u>Public Works</u>: 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

REQUIREMENTS

APPROVED FOR INSURANCE

indemnification and insurance obligations in favor of County under this Agreement specifically extend to these obligations.

R. <u>Authority to Execute</u>: 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.

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

(SEAL)

COUNTY OF HUMBOLDT

ATTEST: CLERK OF THE BOARD

DEPUTY

BY: \_\_\_\_

CHAIR, BOARD OF SUPERVISORS COUNTY OF HUMBOLDT STATE OF CALIFORNIA

GRANTEE

BY:\_\_\_\_\_

(Signature)

TITLE: \_\_\_\_\_

(Print Title)

BY:\_\_\_\_\_

(Signature)

TITLE:\_\_\_\_\_

(Print Title)

BY: \_\_\_\_\_

Kacy Green Risk Management

- Exhibit A Project Description, Activities, Objectives, Deliverables and Timeline
- Exhibit B Project Application
- Exhibit C Project Budget
- Exhibit D Funds Request Form
- Exhibit E Quarterly Report Form
- Exhibit F Project Evaluation Form Final Report
- Exhibit G Headwaters Fund Recognition Policy

#### <u>EXHIBIT A</u> <u>Project Description, Activities, Objectives, Deliverables and Timeline</u>

#### **Project Description:**

The Humboldt County Cannabis Appellations of Origin Baseline study will help collect valuable data which can be used to enhance the cannabis industry of Humboldt County and support economic stability. This will allow the cannabis appellations to be developed in accordance with the CalCannabis Appellations for Origin Program.

#### Activities:

Data collection using weather stations situated around major growing regions of Humboldt county as well as the collection and analysis of soil and water samples.

#### **Objectives:**

To increase the viability of the Humboldt cannabis industry as a source of not only highquality cannabis but also as a source of increasing tourist traffic. Establishing appellations will allow farmers to differentiate their product further and help cement Humboldt as a top growing region.

#### **Deliverables:**

A report on the climate, soil, and water findings of ICFA.

#### **Timeline:**

Date	Milestone
8/1/19	Social media announcements. Farmer community engagement.
10/1/19	Equipment purchased, study locations determined, first set of soil and water samples collected, weather stations installed.
6/1/20	Weather stations maintained, second set of soil and water samples collected.
8/1/20	Soil and water data analyzed, organized, and summarized into report phase 1 for distribution.
10/1/20	First year climate data captured.
12/1/20	Year 1 climate data analyzed, organized, summarized and consolidated into report phase 2 for distribution.

#### <u>EXHIBIT B</u> Project Application

#### The Headwaters Fund 2018-2019 Grant Fund Application Coversheet

Date of application: 3/29/19

Organization Name: International Cannabis Farmers Association (ICFA)

Director/CEO: Kristin Nevedal, Executive Director

Contact Person Name and Title: Hollie Hall, Ph.D., Board Member & Chair of Appellations of Origin Committee

Contact Phone: 707-402-4870 Contact Email: Hollie@icfa.farm

Contact Address: PO Box 5306, Arcata CA 95518

Total current year organizational budget: 231,910.00 # of FTE employees: 1.75

Summarize the organization's mission (in the space provided): To empower traditional cananbis farmers through education, research and advocacy.

Project title: Humboldt County Cananbis Appellations of Origin Baseline Study

Please provide a less than 250 word summary of your project which answers the following questions: How will your project lead to improving the local economy and increasing the quality of life for local residents? What exactly are you going to do and for whom? Why is it necessary? What will be accomplished? How will you accomplish this?

This project will support economic stability in Humboldt County via added value to produced cannabis products, growth of commercial cannabis related businesses, stimulation of tourism activities, and increased investment in community programs. We are going to impliment a research project that will collect baseline environmental and geographic data to inform the development of Cannabis Appellations of Origin for Humboldt County as recognized by the State of California's mandated CalCannabis Appellations of Origin Program. This effort is needed to provide a competetive advantage for the sun grown cannabis farmers of Humboldt County and regulator framework supporting them.

Amount requested: 30,080.00 Total project cost: 60,160.00

Grant timeline: Period covered: 08/2019 to 12/01/20

Total match amount: 30,080.00 Match amount as % of project budget 50% (Required 50% match for implementation, 25% for planning or technical assistance)

Cash match: 30,080.00 In-kind match: 0 Cash match as % of budget 50% (Required: 25% for implementation, 12% for planning or technical assistance)

Number of new FTE jobs created, if funded: 0 Number of FTE jobs retained, if funded (jobs that would otherwise be eliminated): 0

Type of project: Planning Miniplementation Technical Assistance

Geographic focus of project: Humboldt County

Number of permanent, long term, private sector jobs to be created: ?

#### Which Industry is your project working with (check off all that apply):

- Diversified Health Care
- Specialty Food, Flowers and Beverages
- Building and Systems Construction
- Investment Support Services
- $\boxtimes$  Management and Innovation Services
- Niche Manufacturing
- 🛛 Tourism
- Forest Products
- Arts and Culture
- Alternative Agriculture

#### Strategy being employed to promote economic development (check off all that apply):

- $\boxtimes$  Supporting development of pre-permitted commercial space
- $\boxtimes$  Reducing regulatory bottlenecks for business retention or creation
- Supporting economic development infrastructure Developing new strategies for economic development
- $\boxtimes$  Providing access to external markets or plugs the economic leaks
- $\overline{\boxtimes}$  Retaining and growing existing businesses
- Providing workforce training
- Increasing the number of new businesses
- $\boxtimes$  Leveraging future funding or projects
- Reducing poverty by helping people to develop business skills
- Other (describe):

Are any of the following components required, and if so are they in place already? (check off in left column if required, then check of "yes" or "no" for if they are in place already)

Building permits	🗌 Yes	🗌 No
🗌 Market research	🗌 Yes	🗌 No
Legal review	🗌 Yes	🗌 No
Regulatory approval	🗌 Yes	🗌 No
🛛 Consultants hired	igtriangleq Yes	🗌 No
🔀 Staff hired	imes Yes	🗌 No

### Narrative Questions

- 1. The emergent regulated cannabis industry of Humboldt County is currently at a competitive disadvantage due to remote location, high cost of farm compliance, and lack of distinction in the marketplace. Humboldt County cannabis is in need of marketplace differentiation so that it becomes the conversational topic of connoisseur consumers who are willing to pay premium prices; who want to know their farmer; who want to experience the region that their cannabis was grown in. Market place differentiation of Humboldt County cannabis in this way will secure jobs related to cannabis farming, processing, manufacturing, distribution, and tourism. The result will be revitalization of abandoned building infrastructure and new construction of infrastructure to support these activities; enhancement of income to existing service related businesses, and increased revenue generation via taxes. This perception is drawn from ICFA's engagement with: sun grown farming communities throughout California, California's cannabis regulatory agencies, scientists engaged in consideration of cannabis farming impacts on the environment, international cannabis communities, Humboldt County based commerce and tourism organizations, and examination of appellation of origin impacts on non-cannabis products and communities. The California Department of Food and Agriculture is required by the Business and Professions Code to implement a process for cannabis appellations of origin establishment no later than January 1, 2021. At this time, no baseline data exists to support establishment of cannabis appellations of origin within Humboldt County. The data collected by this project will fill that gap and poise us be early participants in the state appellations program. The risks and challenges surrounding the proposed project relate primarily to gaining community consensus regarding the geographic location and scale of Humboldt County's cannabis appellations of origin. This challenge will be met by first identifying unique geographic regions of Humboldt County as defined by elevation, soil type, temperature fluctuations, and precipitation rates, and then surveying cannabis farmers to narrow locations to cannabis producing locals.
- 2. As of March 29, 2019 in Humboldt County there are: 9,564 licenses issued by CalCannabis to commercial cannabis cultivation businesses; 64 licenses issued by California Department of Public Health's Manufactured Cannabis Safety Branch (MCSB) to commercial cannabis manufacturing businesses; and 168 licenses issued by Bureau of Cannabis Control (BCC) to commercial cannabis retailers, distributors, third-party testing laboratories and microbusinesses. Collectively, the establishment of cannabis appellations of origin in Humboldt County has the potential to have a significant impact on the success and expansion of these 9,796 businesses.
- 3. The project will develop an organized dataset defining the unique environmental conditions of geographic locations where cannabis is cultivated within Humboldt County will be created. This data will be made available for the development of cannabis appellations of origin via the CDFA appellations of origin program. All of the license holders enumerated above will benefit from this effort. Additionally, cannabis appellations of origin have a vast potential to stimulate tourism in Humboldt County which can provide an economic boon to the area. For example, Napa County estimates that in general one third of their economy is attributed to wine production while the remaining two thirds comes from wine tourism. In

fact, the Humboldt-Eureka Visitors Bureau apply a seven times multiplier to dollars spent on tours. Appellations of Origin will allow visitors to have authentic exclusive experiences. It is thought that Cannabis Appellations of Origin are key to growing Humboldt's nascent cannabis tourism industry.

- 4. Both ICFA and Compliant Farms Certified have conducted work leading up to this point in time that support the success of this project. For example, ICFA has: participated in stakeholder engagement opportunities with CDFA appellations of origin program development team to gain perspective on their approach; hosted stakeholder listening sessions on the topic during a statewide whistle stop tour; hosted in depth educational workshops on the topic within Humboldt County; and co-authored a white paper regarding the importance of cannabis appellations of origin for presentation to participants of a World Health Organization summit in 2018 (attached). The Compliant Farms Certified team has extensive expertise in graduate level agricultural research, permaculture design, and development of cannabis farm specific management for environmental stewardship. Over the last 5 years ICFA and Compliant Farms Certified have observed the need for quantifying the environmental aspects associated with cannabis cultivation, the appellations of origin baseline study is a natural container for this work.
- 5. In the long term, the project is expected to create jobs in the agricultural, manufacturing, processing, retail, distribution, construction and tourism related industries.
- 6. Cannabis appellations of origin are expected to establish and protect cannabis farming practices that have a regenerative impact on the environment through investments in soil health, carbon storage, forest management, stream and river protection, and wildlife habitat enhancement. Specific benefits of to the environment as derived by cannabis farming standards established via cannabis appellations of origin include:
  - 6.1.Protection of riparian corridors to protect water quality and provide for wildlife passage through the establishment of 50-foot minimum setbacks from all streams, rivers and wetlands.
  - 6.2.Improvement of forest health through the implementation of fuel load reduction activities, and management for oak woodland and hardwood forest health.
  - **6.3.**Implementation of regenerative farming practices that derive soil fertility from locally sourced composted organic waste materials such as: wood chips, fish carcasses, spent brewery grains, spent mushroom spawn, straw, and animal manure.
  - 6.4.Capture and storage of winter water to supply summer irrigation water needs to support aquatic wildlife habitat needs.
- 7. The project contributes to the quality of life for Humboldt County residents in the categories listed below:
  - **7.1.**Builds leadership among our cannabis farming community in terms of successful entrepreneurship and regenerative farming practices.
  - 7.2. Supports the economic viability of farming communities in remote, hard to access areas of Humboldt County.
  - **7.3.**Revitalizes communities and infrastructure by creating pathways for economic gain; commercial uses for existing buildings; and investments in schools, non-profits, volunteer fire departments and other community organizations traditionally supported by donations from the cannabis industry.
  - 7.4.Enhances Humboldt County's identity as an agricultural oasis nestled among epic coastal views and glorious old growth forests.
  - 7.5. Preserves heritage of traditional sun grown cannabis farmers of Humboldt County.

- **7.6.**Contributes to Humboldt County being a desirable place to live by creating jobs and leisure activities.
- 8. The ICFA organization, staff and project partners have a demonstrated capacity to implement this project and projects of this nature.
- 9. Grant funds will be used to hire expertise as follows:
  - 9.1. In the form of local consulting firm Compliant Farms Certified who will coordinate and implement the baseline study. The owners and operators of Compliant Farms Certified have collectively owned and operated 3 businesses in Humboldt County for approximately 10-years.
  - 9.2. In the form of local laboratory by North Coast Laboratories.
- 10. If funded gratitude for the Headwaters Fund will be showcased in all aspects of our work including but not limited to: mention in social media posts, mention in educational events, and mention in data summaries and reports.

International Cannabis Farmers Foundation Governance

The International Cannabis Farmers Foundation (ICFF), is a public benefit corporation that has filed intention to operate as a 501C3. It is governed by a board of directors comprised of the following people:

- 1. Amanda Reiman, Ph.D.
- 2. Erich Pearson
- 3. Erin Gore,
- 4. Hollie Hall, Ph.D.
- 5. Kelly Flores
- 6. Kristin Nevedal
- 7. Tina Gordon

March 29, 2019

Headwaters Grant Fund ATTN: Kenneth Spain 520 E Street Eureka CA, 95503

RE: Humboldt County Cannabis Appellations of Origins Baseline Study Grant Proposal

Mr. Kenneth Spain,

The Humboldt Sun Growers Guild (HSGG) is writing this letter in order to fully endorse the grant application submitted by Dr. Hollie Hall on behalf of the International Cannabis Farmers Association (ICFA). HSGG is a microbusiness located in Arcata, California and started as a cooperative formed by legacy farmers in the region. Today we represent small farmers through the representation through our inhouse brands such as True Humboldt or Region Cannabis and through their respective boutique brands. HSGG has always supported family farms and seek to aid them further through the highly regulated market. An appellation project on this scale not only adds value to what it truly means to be Humboldt grown but can bolster the economic prosperity this region is desperately needing in lieu of the regulated market boom.

By Headwaters Grant supplying ICFA with the funds the proposed project will be able to establish a baseline on environmental data that is needed to establish appellations of origin in Humboldt County. Dr. Hollie Hall is a pillar is a trusted member of the cannabis community and a leader in watershed protection. As a founding board member of ICFA, she has been able to lead the charge in empowering farmers through research and advocacy.

We are standing behind Dr. Hollie Hall in creating this platform through which craft-cannabis producers can be supported through economic development while strengthening the region's position in the newly regulated cannabis industry. Humboldt County is home to legacy farmers who have become world renowned for the production craft-cannabis, but in the face of heavy legalization and the high cost of regulation, these farmers are at risk of losing their livelihoods. The Appellations of Origins Baseline study will help identify key components that differentiate Humboldt cannabis from the commodity grade cannabis and allow recognition of the region that it is cultivated in. The research will take into consideration geographical origin, cultural practices, microclimates, terroir by compiling a comprehensive set of data with consistent sampling and collection techniques across the board. While many different regions have been actively working on developing their appellation, a concerted effort like this can only be executed through access to this community and through adequate funding.

HSGG unhesitatingly recommends that the grant is awarded to Dr. Hollie Hall.

Yours Truly,

Helena Lee

Helena Lee Chief of Staff Humboldt Sun Growers Guild

#### March 25, 2019

Headwaters Grant Fund Kenneth Spain 520 E Street Eureka CA, 95503

### RE: Humboldt County Cannabis Appellations of Origin Baseline Study Grant Proposal

Dear Mr. Spain:

We are writing this letter to communicate support for a grant application submitted by Dr. Hollie Hall on behalf of the International Cannabis Farmers of Association (ICFA). If funded the proposed project will collect baseline environmental data needed to establish cannabis appellations of origin in Humboldt County. Dr. Hollie Hall is a leader in watershed protection and also well trusted in the Humboldt cannabis community. In addition, she is a founding board member of the ICFA and chairs the appellation of origin committee. The mission of ICFA is to empower traditional farmers through research, education, and advocacy. Appellations of origin research is a platform priority in the organization because their establishment will support the health of our local community through economic development, environmental protection, and will also help to strengthen our region's position in the newly regulated cannabis industry.

Humboldt County is a world-renowned legacy producer of quality craft cannabis. Through the adoption of Prop 64 and the subsequent implementation of the Medical and Adult Use Cannabis Regulation Act (MAUCRSA), California is swiftly regulating the commercial cultivation of cannabis. While this has created significant opportunity for economic development throughout the state, legacy producing regions such as Humboldt County are actually at risk of losing economic stability through the high costs of regulation, difficulty in permitting existing operations, small farms inability to scale and the impending overproduction of commodity grade cannabis that previously has not existed in the California cannabis marketplace. One of the key components to protect the legacy and integrity of the Humboldt county cannabis industry is the development of a differentiated marketplace. Appellations of origin (AO) is a crucial tool used to help specialty crop farmers place more emphasis on the quality of their craft and spend time creating a product that is unique to their region. AO designation takes into consideration geographical origin, traditional knowledge (cultural practices), microclimates and terroir in promoting the superiority of that region's product. It can be argued that Humboldt already meets these criteria unofficially, but scientific research and the development of standards to define and protect the region's appellations are needed to secure specific appellations of origin protections. CDFA has been tasked with developing a process for licensed cannabis cultivators in California to establish state cannabis appellations, but as leaders in the state and with a world-renowned cannabis legacy, many cultivators in Humboldt county are taking steps to define and protect the cultural and environmental practices that are unique to our region. Some examples of the data collection include comprehensive water and soil testing, climate data, daylight hours, soil temps, humidity and fog, elevation, drying and curing times and temps, etc. While individual farms data may be helpful, a comprehensive set of data with consistent sampling and collection is much more useful in starting the process of defining what makes Humboldt county cannabis so special. It is through willing partner farms, a competent and thorough research team with strong leadership, the institutional framework provided by ICFA, and adequate grant funding that Humboldt county cannabis farmers can gain a head start in obtaining the appellations of origin recognition mandated first by CDFA,

and eventually perhaps meet the standards that will warrant international protection. It is this approach that will protect and bolster our region through maintaining our cultural legacy, preserving our small farm heritage, reducing environmental impact and resource use and supporting the economic foundation of our entire community.

There are a few regions in Humboldt county that have been developing their appellations and working together to define their terroir and even sharing farming practices. The Shively, Holmes, and Larabee communities have a very special terroir, with the Eel River snaking through their valley. Connected only in the summertime with summer bridges, these three communities straddle the Eel River on her final stretch to the Pacific Ocean. The farmers in this valley are flanked by majestic old growth redwood trees and the Avenue of the Giants on one side and the fog-shrouded coast on the other. Sitting right where those two unique climates meet, these farmers grow cannabis in the ground using native soil and many dry farm, growing their cannabis without any irrigation water past the planning stage. These practices are unique to this region, and attract interest from the entire world. The easy access, paved roads and even wheelchair accessibility of these farms make them ideal candidates for research, tourism and economic development. We have had a weather station tracking climate data and groundwater monitoring devices for the last two seasons in the Holmes Flat region. The following farms in the Holmes Shively and Larabee communities wish to encourage grant funding to further this research and would be honored to participate if needed.

Thank you in advance for your consideration, Solful Dry Farmed Organic Sunboldt 4<sup>th</sup> gen March 28, 2019 Headwaters Grant Fund Kenneth Spain 520 E Street Eureka CA, 95503

RE: Humboldt County Cannabis Appellations of Origin Baseline Study Grant Proposal Dear Mr. Spain,

This letter is in support of the grant application submitted by Dr. Hollie Hall on behalf of the International Cannabis Farmers of Association (ICFA) for the Humboldt County Cannabis Appellations of Origin Baseline Study. This project will document baseline data needed to begin the process of creating cannabis appellations of origin within Humboldt County. I have served on the Board of Directors of the Humboldt Cannabis Chamber of Commerce with Dr. Hollie Hall. I know her to put watersheds, the environment and the community first in all matters. I have full confidence that Dr. Hall and the ICFA will work toward improving our economy, community and environment. Myself and many in the community have a vision of the future of Humboldt being many small environmentally sustainable farms producing relatively small amounts of world class quality cannabis. This will protect our legacy cannabis farmers and grow our economy while preserving and improving the environment. Humboldt County's regulated farmers face many well documented challenges to creating this future. One major factor that multiplies these challenges is the commodification of cannabis state wide.

As the State moves forward with regulation Humboldt cannot compete with other areas of California for bulk production. We simply do not possess very much flat land compared to other counties. I believe that cannabis tourism, along with craft production, can be pillars of our economy. Cannabis tourism has the potential to be a major economic boon to the area. For example, Napa County estimates that in general one third of their economy is attributed to wine production while the remaining two thirds comes from wine tourism. In fact, the Humboldt-Eureka Visitors Bureau apply a seven times multiplier to dollars spent on tours. Appellations of Origin will allow visitors to have authentic exclusive experiences. Cannabis Appellations of Origin are key to growing Humboldt's nascent cannabis tourism industry.

If we are to succeed as regulation moves forward Humboldt needs to make our own niche, set ourselves apart from the bulk commodity market and then leverage that niche to bring visitors here. Cannabis Appellations of Origin are the most effective way to set ourselves apart, legally and in the mind of the consumer. The study proposed by Dr. Hall is the first step toward creating our niche in the ever expanding cannabis market. I whole heartedly urge the Headwaters Grant Fund to accept the proposal for the Humboldt County Cannabis Appellations of Origin Baseline Study. Thank you for your consideration.

Matt Kurth

Founder/CEO Humboldt Cannabis Tours (707) 839-4640 <u>MattKurth@Humcannabis.com</u> 3215 Halfway Ave. Unit A McKinleyville

## Americans for Safe Access Foundation Operational Budget

Americans for Safe Access Foun	dation				
2019 Master Budget					
Revenue:					
Individual Donations		\$ 300,000.00	ĺ		
Corporate Contributions	357,500.00				
PFC Sales		243,000.00			
Unity Conference		123,231.50			
•					
Total Revenue:		\$ 1,023,731.50			
Expenses:					
General and Admin		362,980.54			
Unity Conference		190,747.00			
Government Affairs		160,963.00			
PFC		197,852.00	Ì		
Total Expenses:		\$ 912,542.54			
Surplus/(Deficit)		\$ 111,188.96			
Americans for Safe Access Foundation		Ş 111,100.50			
FY19 General & Administrative Budget					
General and Administrative Expenses			-		
Bank and Credit Card Fees	3,000.00	Wells fargo, Authnet fee	s		
Accounting and Bookkeeping	15,500.00	990 filing, James and Qui	ck	books	books
Consultants	5,000.00	Non programatic - estima	əte		
Copying and Printing	1,800.00	Canon			
IT Budget	,	All websites for IT needs			
Dues and Subscriptions		Estimate			
Regulatory affairs		State filing fees			
Legal Office Supplies and Expense		Non programatic - estima Paper, envelopes, pens e			
Business Tarvel		ED and Staff airfare, train		narking and h	narking and hotels
Salaries		plus 2 open positions at 9		-	
Payroll Taxes	,	FICA, FUTA, SUTA			
	10,200101				
Health Insuarnce	32.301.70	2018 Actual + 20%			
Workers Comp Insurance		Estimate			
General Laibility Insurance		Estimate			
D&O insurance	2,500.00	Estimate			
Rent	39,468.00	Chatel			
Utilities	2,404.00	Рерсо			
Telephone		Comcast			
Postage and Shipping		USPS and express shipping	-		
Employee Relations		Luncheons and holiday p	arties, Retr	eats	eats
	362,980.54				

FY19 Gov Affairs Budget				
Projected Expenses	USD			
Salary	\$105,000.00			
Conference Expenses				
NCSL Booth Fee	\$1,791.00			
Booth Furniture (appx)	\$1,000.00			
Hotel August 4-8th (appx)	\$800.00			
Travel (appx)	\$300.00			
Printed Materials (appx)	\$250.00			
ASA Hosting a Happy Hour in Nashville (apx) ( can partner with other orgs)	\$2,000.00			
North American Cannabis Conference for Heather or RAC Hire (or something similar)	\$950.00			
Budget for other Conference Registration Fees	\$1,000.00			
Lunch Briefing Capitol Hill				
Capitol Hill Policy Briefing With lunch (appx.)	\$1,500			
Local Lobbying Expenses ( We would have to be very careful with how we structure				
Texas Consulting	\$5,000.00			
Other States	\$5,000.00			
Printed Materials				
Congressional Breifing Books for 116 (536 @27.00)	\$14,472			
Other (appx)	\$1,000			
Other				
Metrocard for Spring Intern	\$200			
Continuing Education Classes	\$500			
Annual Membership to Cannabis Bar Association	\$200			
Development/Marketing	\$20,000			
Total	\$160,963.00			
2019 ASA Unity Conference Working Budget   EXPENSES				

Working Budget   EXPENSES			
			2019
EXPENDITURES	Qty	Price	Projected
Event Expenses			
Venue			
Space Rental	1	\$0.00	\$0.00
Hotel Rooms	130	\$279.00	\$36,270.00
Special Room Rate Subsidy	105	\$36.00	\$3,780.00
Staff Rooms	20	\$199.00	\$3,980.00
Presidential Suite	4	\$319.00	\$887.80
Internet	1	\$0.00	\$0.00
Audio Visual	1	\$27,500.00	\$27,500.00
Lounge Tent Décor	1	\$1,000.00	\$1,000.00
Lounge Tent	1	\$3,250.00	\$3,250.00
Lounge F&B	2.5	\$2,440.00	\$6,100.00
Day 1 Reception (Cash Bar)	75	\$48.80	\$3,660.00
Day 1 Reception staffing fees	2	\$225.00	\$450.00
Day 2 Breakfast (All American Hot Breakfast Buffet)	75	\$61.00	\$4,575.00
Day 2 VIP Reception (Hosted Bar)	75	\$91.50	\$6,862.50
Day 2 Reception staffing fees	1	\$225.00	\$225.00
Day 2 Awards Dinner (Plated Dinner)	100	\$122.00	\$12,200.00

Day 3 Breakfast (Capitol Continental Breakfast			
Buffet)	75	\$46.36	\$3,477.00
Day 3 Breaks (All Day Coffee & Tea Service)	75	\$65.88	\$4,941.00
Day 3 Lunch (Farmhouse Lunch Buffet)	75	\$78.08	\$5,856.00
Miscellaneous F&B	1	\$1,500.00	\$1,500.00
Miscellaneous Charges	1	\$1,000.00	\$1,000.00
Bellman Gratuity	1	\$0.00	\$0.00
Adjustments	1	+	(\$4,282.80)
	Sub	total Venue	\$123,231.50
Capitol Hill Visit			<b>,</b> ,
Room Rental Fee	1	\$0.00	\$0.00
Permit	1	\$200.00	\$0.00
Transportation Rental	2	\$2,500.00	\$2,500.00
Box Lunch	75	\$13.00	\$975.00
	_	tol Hill Visit	\$3,475.00
Web/Marketing Design			<i><b>w</b></i> <b>0</b> ,410.00
Missing Element	1	\$0.00	\$0.00
	-	ting Design	\$0.00
Event Materials		ling Deelgn	<b>\$0.00</b>
Award Trophies (includes \$15 delivery fee)	12	\$84.00	\$1,023.00
Signage/Marketing Material Printing	1	\$5,000.00	\$5,000.00
Program Printing	200	\$12.50	\$2,500.00
ASA Tote Bags	250	\$1.47	\$367.50
ASA Pacific Sports Bottles	250	\$2.88	\$720.00
ASA Nylon Neck Wallet Badge Holder	250	\$1.76	\$440.00
ASA hylor Neck Wallet Badge Holder	250	\$1.25	\$312.50
Febreze	250	\$2.11	\$527.50
"Staff" Ribbons	500	\$0.26	\$130.00
Misc. Materials	300	\$0.20	\$0.00
	Subtat	al Materials	\$11,020.50
Travel and Lodging	Jubiol		φ11,020.30
Speaker Travel	1	\$2,000.00	\$2,000.00
Scholarships Travel	1	\$2,000.00	\$2,000.00
Staff Travel	1	\$750.00	\$750.00
	10		
Parking (\$52/day) Ground Transport	5	\$52.00 \$50.00	\$520.00 \$250.00
	5	\$50.00	\$250.00
Additional Expanses			\$5,520.00
Additional Expenses Photographer			\$5,000.00
Videographer			\$5,000.00
	Additions	al Expenses	\$5,000.00 \$10,000.00
Subtotal		al Expenses	\$153,247.00
	Jubiola		φ1J3,247.00
			2019
Event Planner			Projected
			•
Event Planner			\$37,500.00
	Sui	ototal Labor	\$37,500.00
			2040
			2019 Braisstad
			Projected
TOTAL EXPENSES			\$190,747.00

2019 Projected PFC Expenses	
Item	Cost (\$USD)
Salary	\$130,000.00
Conferences (Flight/Hotel/Expenses/Admission)	
Cannabis Science Conference - East (Baltimore, MD)	\$500.00
Cannabis Science Conference - West (Portland, OR)	\$1,500.00
MJBiz Conference - Las Vegas, NV	\$2,000.00
American Chemical Society Conference - San Diego, CA	\$1,500.00
ICRS - Bethesda, MD	\$1,500.00
Other Conferences	\$5,000.00
Training	
ISO 17025 Auditor Training	\$1,500
ServSafe Managers Course	\$152
HIPAA Training	\$1,200
OSHA Training	\$3,000.00
Other	
Document Updating	\$ 20,000.00
Review Board Work	\$ 10,000.00
Review Board Stipends	\$ 10,000.00
Trish Flaster	\$100,000.00
Training Updating	\$ 20,000.00
Development/Marketing	\$ 20,000.00
Total	\$197,852.00

#### ICFA: Annual operating budget

Budget Item	Q1	Q2	Q3	Q4	Annual Budget
Operations TFF	\$22,000.00	\$28,250.00	\$34,500.00	\$34,500.00	\$119,250.00
Education and Outreach TFF	\$3,000.00	\$26,500.00	\$11,500.00	\$11,500.00	\$52,500.00
Research TFF	\$0.00	\$60,160.00	\$0.00	\$0.00	\$60,160.00
TFF Subtotals	\$25,000.00	\$114,910.00	\$46,000.00	\$46,000.00	\$231,910.00

### Timeline with expected project milestones and completion dates (sample below)

Date	Milestone
08/01/19	Grant awarded. Social media announcements. Farmer community engagement.
10/01/19	Equipment purchased, study locations determined, first set of soil and water samples collected, weather stations installed.
06/01/20	Weather stations maintained, second set of soil and water samples collected.
08/01/20	Soil and water data analyzed, organized, and summarized into report phase 1 for distribution.
10/01/20	First year of climate data captured.
12/01/20	Year 1 climate data analyzed, organized, summarized and consolidated into report phase 2 for distribution.

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: FEB 1 4 2007

AMERICANS FOR SAFE ACCESS FOUNDATION 1322 WEBSTER ST STE 208 OAKLAND, CA 94612

Employer Identification Number: 51-0579227
DLN:
17053289045046
Contact Person:
DANIEL F FRISCH ID# 95116
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 14 2006
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31 2010

DEPARTMENT OF THE TREASURY

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

AMERICANS FOR SAFE ACCESS

Sincerely,

São P. 1

Lois G. Lerner Director, Exempt Organizations Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3) Statute Extension

-2-

Letter 1045 (DO/CG)

## EXHIBIT C Project Budget

PROJECT BUDGET UPDATED MAY 25, 2019					
following is the project budget with a description of matching fur	nds sources inc				
Project Expense Item	Total Cost (\$)	Requested Amount from Headwaters Grant Fund	Requested Amount from Watershed Fund	Requested Amount from Dr. Bronner's	Source of Funds
ICFA- Staff Cost					
Education via Social Media & Community Meetings	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	Bronner's
AQ Development	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	Bronner's
Community Interface/Reporting	\$ 3,000.00	\$ 1,170.00	\$ -	\$ 1,830.00	Bronner's, Headwater
Budget Management & Reporting	\$ 2,000.00	\$ 2,000.00	\$-	\$-	Bronner's, Headwater
CFA Administrative Cost- Non-staff Related Cost (12% of above)	\$ 1,200.00	\$ 720.00	\$ -	\$ 480.00	Bronner's, Headwater
ICFA Sub-Total	\$ 11,200.00	\$ 3,890.00	\$ -	\$ 7,310.00	
Equipment Costs (sales tax included)					
<u>Equipment Costs (sales tax included)</u>					
8) Vantage Pro2 Plus Davis Weather Station model 6123 with upgrade model 6328	\$ 21,640.00	\$ 21,640.00	\$ -	\$-	Headwaters
8) Weather Station Installation Hardware	\$ 1,720.00	\$ 1,720.00	\$ -	\$-	Headwaters
Equipment Sub-Total	\$ 23,360.00	\$ 23,360.00	\$-	\$-	
Compliant Farms Certified Professional Services Cost					
Neather Station Install (8 Sites)	\$ 5,600.00	\$ -	\$ 5,600.00	\$-	Watershed Fund
Soil & Water Sample Collection (8 Sites, 2 sampling events); weather station maintenance (8 Sites, 1 event).	\$ 5,600.00	\$ -	\$ 5,600.00	\$-	Watershed Fund
(ear 1 Data Consolidation, Preliminary Analysis & Summary	\$ 5,000.00	\$-	\$ 5,000.00	\$-	Watershed Fund
Geographic Location Determination via Analysis of Environmental Factors & Cannabis Farming Community Outreach	\$ 3,000.00	\$ -	\$ 3,000.00	\$-	Watershed Fund
Compliant Farms Travel & Administrative- Non-staff Related Cost	\$ 2,880.00	\$ -	\$ 2,880.00	\$-	Watershed Fund
Compliant Farms Certified Sub-Total	\$ 22,080.00	\$-	\$ 22,080.00	\$ -	
North Coast Laboratories Professional Services					
64) Soil Sample Analysis	\$ 6,400.00	\$ -	\$ 6,400.00	\$-	Watershed Fund
16) Water Quality Analysis	\$ 1,600.00	\$ -	\$ 1,600.00		Watershed Fund
North Coast Laboratories Sub-Total	\$ 8,000.00	\$-	\$ 8,000.00	\$-	
SUB-TOTAL PROJECT COST	\$ 64,640.00	\$ 27,250.00	\$ 30,080.00	\$ 7,310.00	
Environmentally Sound Promotions Fiscal Sponsorship					
Administrative Charge of 9.5% of Grant	\$ 6,140.80	\$-	\$-	\$ 6,140.80	Dr. Bronner's
Environmentally Sound Promotions Sub-Total	\$ 6,140.80	-		\$ 6,140.80	Dr. Bronner's
TOTAL PROJECT COST	\$ 70,780.80		\$ 30,080.00	\$ 14,620.00	

## <u>EXHIBIT D</u> <u>Funds Request Form</u>

Exhibit C Headwaters Funds Request Form

Grantee: Address:						Grant Start Date:			- - -
	Re	quest Number:				Report	Period: From:		To:
Contra	ct Activities	Budget Category	HWF Budgeted Amount	HWF Requested in Prior Periods	HW Funds Requested in This Period	HW Funds Remaining	Matching Funds Budgeted	Matching Funds Spent to Date	% HW Funds Spent to Date
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
Sub-total			0.00	0.00	0.00	0.00	0.00	0.00	
10% Retention					0.00				
Total Payment					0.00				

#### Grantee Certification:

I certify to the best of my knowledge that this report is true in all respects, that the reported amounts agree with the official accounting records, and that all disbursements have been made for the purposes and conditions of this grant.

Name:

Signature:

Date:

#### <u>EXHIBIT E</u> Quarterly Report Form

#### The Headwaters Grant Fund Quarterly Report

The purpose of the Quarterly Report is to keep the Headwaters Fund staff and Board up-to-date on grantee projects. A Quarterly Report is due every 90 days: April 30, July 31, Oct 31, Jan 31. Please complete the following form.

Date:	Project Title: Humboldt Business Challenge	
Organization:	Preparer:	Grant No.:
Address:	Title:	Grant Start Date:
	Phone:	Grant End Date:
Phone:	email:	

Please respond to the following, using as much space as necessary:

- 1. Describe your successes on the project to date.
- 2. Are grant activities proceeding according to planned timeline and budget? If not, state and explain any request for change:
  - Delayed/over budgeted activities
  - Revised timeline/budget
  - Impact of delay/over budget on project
- 3. Discuss any problems or unforeseen circumstances in implementing the grant project. Address how these problems/circumstances will be overcome, if appropriate and if there is anything Headwaters Fund staff can do to assist you.
- 4. Is there anything else that the Headwaters Fund staff and Board should know about regarding your project?

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

Name (print): \_\_\_\_\_

Title:	

Signature: \_\_\_\_\_

### EXHIBIT F Project Evaluation Form- Final Report



# Grantee Self-Evaluation Final Report

The information requested on this form will allow the Headwaters Fund to better understand its funding and report to the public. Please return this form within 30 days of your project completion. Headwaters Fund staff may contact you with further questions about your project.

Today's Date: Project Start Date: Project End Date:

Organization Name: International Cannabis Farmers Association Project Title: Humboldt County Cananbis Appellations of Origin Baseline Study

Please answer the following questions, using as much space as necessary on separate pages:

- 1. What was your plan for improving the local economy?
- 2. Were you successful in filling the need or solving the problem that you set out to solve?
- 3. How many jobs did you create?
- 4. What were the challenges you encountered and how did you overcome them?
- 5. Which industries and businesses did you work with? Please provide any testimonials or quotes from those businesses related to the impact of your project on them.
- 6. Based on your identified strategy to promote economic development, what were your measurable objectives and did you achieve those?
- 7. If your project leveraged outside funds, how much additional funding was brought into the area?
- 8. Did your project develop knowledge or a product that can be sold outside the area? If so, describe that knowledge or product and its potential market.
- 9. What are the lasting benefits of the project (provide quantitative and qualitative benefits)?
- 10. How will you continue the work started by this project?
- 11. What, if any, are your comments about working with the Headwaters Fund and its staff?
- 12. Do you have any other comments?
- 13. Please attach any press releases, stories, or other materials that have been published regarding the project funded by the Headwaters Fund grant, or let us know how you have recognized the Fund for the support.

I, the undersigned, certify that the information reported in this document is complete and accurate to the best of my knowledge. I understand that as a community fund, it is important that the Headwaters Fund is able to report concrete results. Because of this, staff may be contacting me in

future years to follow up on project outcomes over time. Please include this signed cover page with your report.

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_ S

Signature: \_\_\_\_\_

#### EXHIBIT G Headwaters Fund Recognition Policy

### Purpose

The Headwaters Fund is a public fund of the County of Humboldt. Because of this, it is especially important that our community be made aware of the projects and events we are sponsoring. We request that you honor this need and recognize the Headwaters Fund appropriately on materials and in public announcements which are connected with projects funded by the Headwaters Fund.

## **Policy**

The Headwaters Fund requires that grantees include the fund name and/or logo whenever publicizing events or projects which have been supported by Headwaters grant funds. This is to acknowledge funding and to promote the purpose of the Headwaters Fund.

## Implementation

#### Logo Use

The Headwaters Fund logo should be included on all posters, flyers, invitations, websites and announcements for events sponsored by the Headwaters Fund. Headwaters Fund logo size should be equal to that of other sponsors who have contributed a similar amount of funding. If there is a sponsor section on your website or any associated social media sites, the Headwaters Fund logo should be posted. If possible, the logo should also be a link to the Headwaters Fund website. Contact staff with any questions about appropriate placement or use of the Headwaters Fund logo. Include copies of any materials on which you placed the logo with your Quarterly Grant report.

#### Press Releases

Press releases related to projects or events sponsored by the Headwaters Fund should mention the Headwaters Fund as a sponsor and should be reviewed and approved by Headwaters Fund staff in advance of being sent.

#### **Public Events**

For openings, ribbon cuttings, open houses, or other ceremonial events related to projects funded by the Headwaters Fund, formal mention of the Headwaters Fund's contribution should be included as part of the program. If appropriate, a Headwaters Fund Board member or member of the Board of Supervisors could be asked to comment. Staff can help make these arrangements.

### Research

When research or other work generated under the sponsorship of the Headwaters Fund is published or released the contribution should be recognized. (For example: Support provided by the Headwaters Fund.) It is not necessary to include the Headwaters Fund logo unless other sponsor's logos are being included.

#### **Contact**

Please contact the fund at <u>headwaters@co.humboldt.ca.us</u> or 707-445-7745 with any questions or for assistance in implementing this policy.