

NOTICE OF MEETING & AGENDA

Friday, June 27, 2025
9:00 a.m. – 10:00 a.m.

1100 K Street, Suite 101
Sacramento, CA 95814

Remote Location

Yolo County
625 Court St., Room 103
Woodland, CA 95695

Humboldt County
825 5th Street
Eureka, CA 95501
Room 111

San Luis Obispo County
Auditor-Controller-Treasurer-Tax Collector
1055 Monterey St. Rm D-290
San Luis Obispo, CA 93408

Santa Barbara County Admin building
105 E Anapamu Street
Santa Barbara, CA 93101
4th floor – Room 413

Zoom Access

<https://us06web.zoom.us/j/84624636851>

Meeting ID: 846 2463 6851

+1 669 444 9171 US

PUBLIC COMMENT:

The Board welcomes and encourages public participation in its meetings. The public may take appropriate opportunities to comment on any issue before the Board. If public comment is not specifically requested, members of the public should feel free to request an opportunity to comment. Each speaker is limited to two minutes. If you are addressing the Board on a non-agenda item, the Board may briefly respond to statements made or questions posed as allowed by the Brown Act (Government Code Section 54954.2). However, the Board's general policy is to refer items to staff for attention, or have a matter placed on a future Board agenda for a more comprehensive action or report.

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AGENDA

1. Call to Order and Roll Call
2. Approval of Agenda
3. California Legislative Update - Public House Consulting
4. Data Update – NCS Consulting
5. Recap Semi-Annual Participant Forum – Townsend Consulting
6. Organizational Items
 - a. Executive Director Update
 - b. Budget Fiscal Year 2025-26 (Action)
 - c. Minutes of December 6, 2024 Board Meeting (Action)
 - d. Contracts (Action)
 - i. Consulting Services Agreement, Townsend Consulting LLC
 - ii. Agreement For Services of Independent Contractor, Public House Consulting
7. Public Comment
8. Adjourn



Agenda Item 3.

California Legislative Update - Public House Consulting

CCA Legislative Update

Policy committees are now underway in the second house following the Legislature's June 6 House of Origin deadline. However, attention has largely centered on the state budget, with Governor Newsom and California lawmakers reaching a final agreement on Tuesday, June 24. The deal avoids deep cuts to higher education and health care services and is expected to close the state's \$12 billion deficit. The Governor is expected to sign the budget package prior to the start of the fiscal year on July 1.

Amid this activity—and after weeks of speculation—the Senate elected a new leader: Senator Monique Limón of Santa Barbara. She will succeed current Senate President pro Tempore Mike McGuire next year. While the transition was anticipated, given Senator McGuire's 2026 term limit, the vote came swiftly once Senator Limón secured enough support to make it official. With leadership changes settled, the Legislature's focus returns to policy work. Both the Senate and Assembly must move all bills through their respective policy committees by July 18, ahead of the summer recess from July 18 to August 18.

The following is an update on bills CCA is monitoring:

[AB 8](#) by Assembly Member Aguiar-Curry passed out of the Assembly and will first be heard in Senate Business and Professions on 7/8 and subsequently Senate Revenue and Taxation. This measure would seek to limit access of intoxicating cannabinoids to only licensed dispensaries. It would create a defined regulatory framework, incorporating hemp-derived cannabinoids into California's existing cannabis system. This bill would also require out-of-state hemp manufacturers to register with the state; revert the cannabis excise tax rate to 15 percent effective January 1, 2028; and expand the authority for state and local enforcement agencies to inspect, seize, and destroy unlawful cannabis products.

[AB 564](#) by Assembly Member Haney passed out of the Assembly and is awaiting action in the Senate. The bill was amended in May to postpone rather than repeal the scheduled tax increase under the Cannabis Tax Law from July 1, 2025, to July 1, 2030. The California Department of Tax and Fee Administration (CDTFA) estimates annual revenue losses associated with the bill could result in the loss of \$179.5 million until FY 2030-31 to the Cannabis Tax Fund. Meanwhile, the state is set to increase its cannabis excise tax at retail from 15% to 19% starting on July 1, 2025. AB 195 (2022) required CDTFA to adjust the cannabis excise tax rate by a percentage that will generate an amount of revenue that would have been collected pursuant to the cultivation tax imposed prior to its discontinuation- not to exceed 19% of the gross receipts of retail sale. The bill has been referred to the Senate Committee on Revenue and Taxation.

[AB 632](#) by Assembly Member Greg Hart passed out of the Assembly and will be heard in the Senate Local Government Committee on 7/2. This bill grants local agencies additional tools to collect penalties associated with cannabis violations. Specifically, penalties for these violations could be entered as a money judgment, thereby providing the full range of enforcement mechanisms available for judgment under the Code of Civil Procedure. This bill is supported by the California State Association of Counties (CSAC) and the Rural County Representatives of California (RCRC).

[AB 1332](#) by Assembly Member Ahrens passed out of the Assembly and will be heard in the Senate Business and Professions Committee on 7/7 and Senate Local Government on 7/16.

This bill would authorize a licensed microbusiness with an M-license to directly ship medicinal cannabis to a patient in the state.

[AB 1496](#) by Assembly Member Rubio passed out of the Assembly and has been referred to the Senate Business and Professions Committee. This bill would reinstate a State Task Force on State and Local Cannabis Regulation that expired last year and expand the Task Force to include representatives from tribal governmental entities regulating commercial cannabis activity.

[SB 378](#) by Senator Wiener passed out of the Senate and has been referred to the Assembly Business and Professions Committee. This bill would create new requirements for online cannabis markets including license verification, consumer reporting mechanisms, and a strict liability on platforms that facilitate connection between a consumer and an unlicensed seller of cannabis or illegal hemp products. The bill is supported by the United Food and Commercial Workers Union.



Agenda Item 4.
Data Update – NCS Analytics



NCS

VISUAL DASHBOARD

NEW

- Alerts
- Snapshot
- Flags
- Alert History Report

Activity Dashboard

Portfolio Select



Account Stats

- 7 days
- 30 days
- 60 days
- 90 days

Total Sales

\$4,538,529.26

4% from prior 90 days

Total Alert Count

36,486

5% from prior 90 days

Total Tier 5 Alerts

1,776

52% from prior 90 days

Total Live Plants

2,814,158

N/A from prior 90 days

Harvests Started

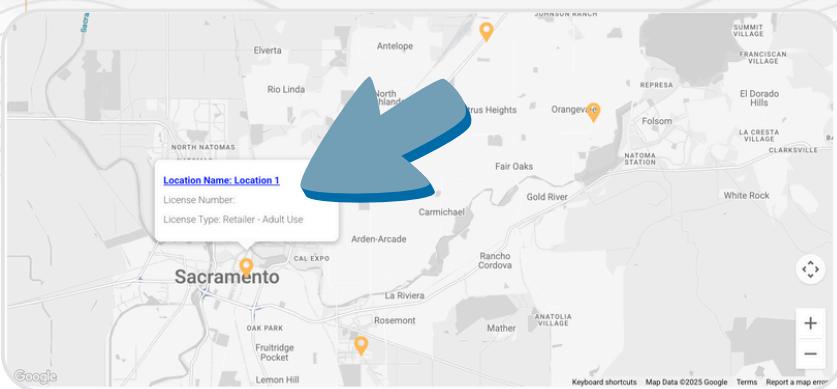
2,747

1% from prior 90 days

Percent Reported

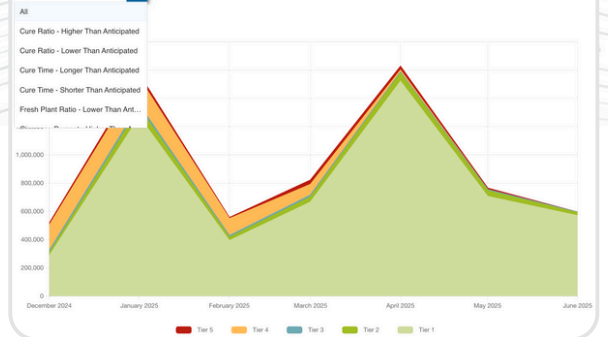
13.95%

4% from prior 90 days

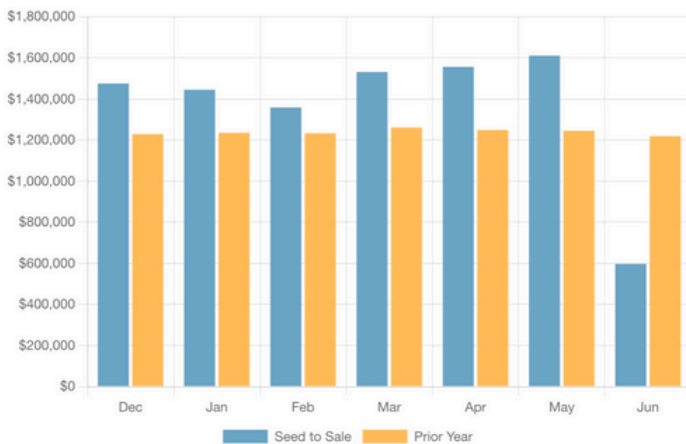


Alert Trends

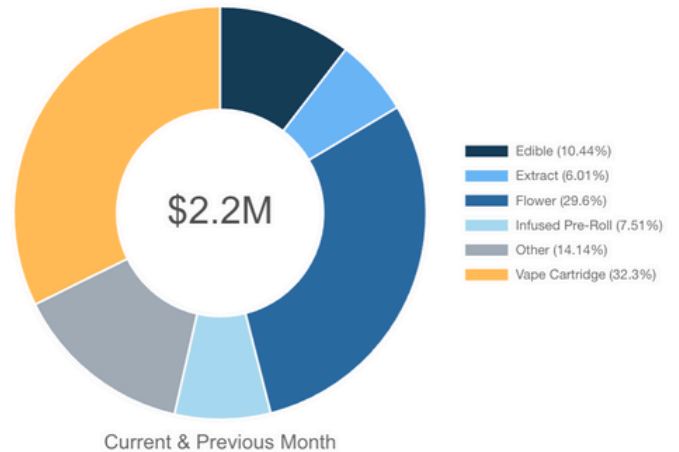
- 7 days
- 30 days
- 60 days
- 90 days
- 180 days



Sales Comparison



Product Category Comparison



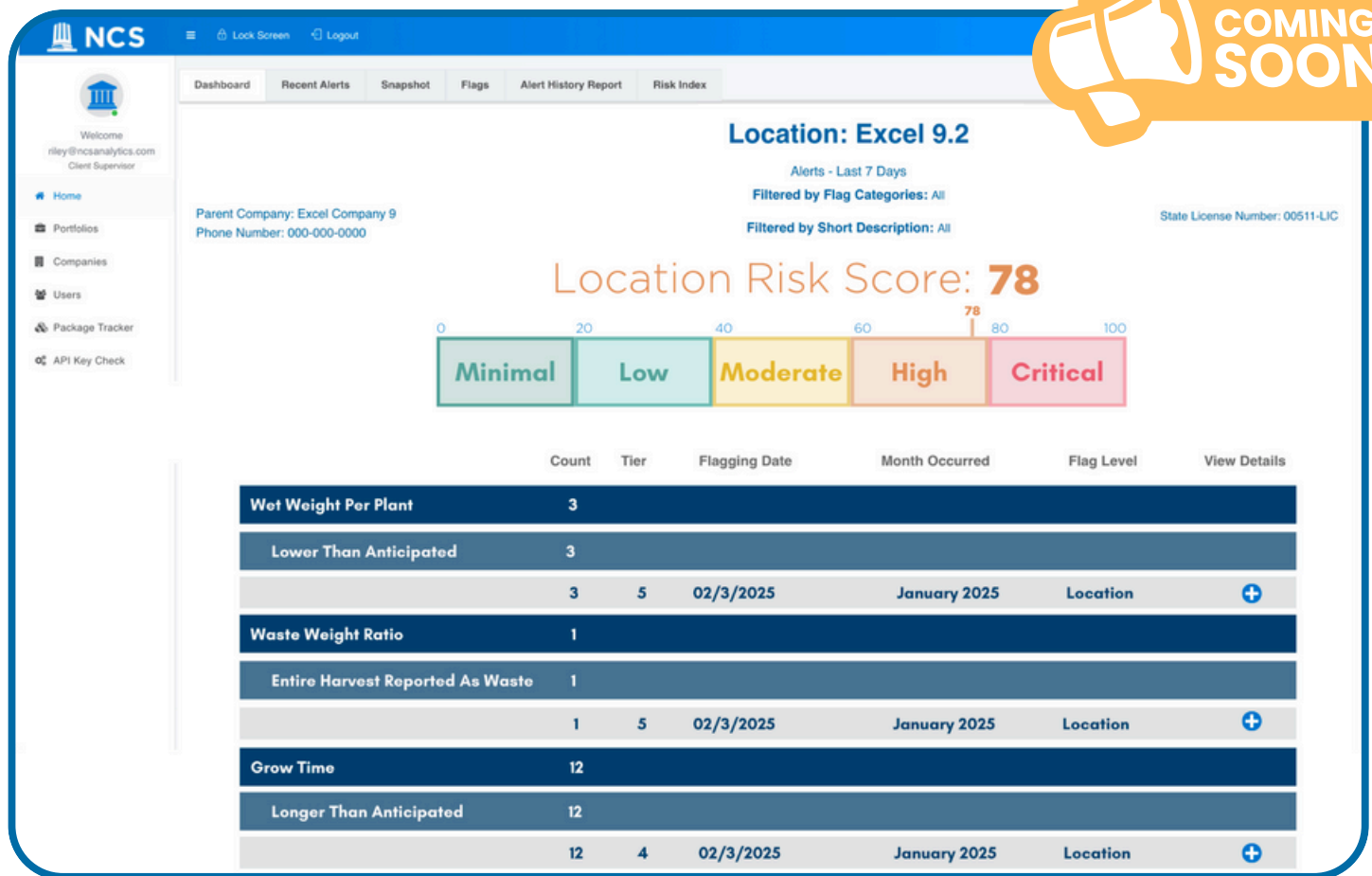


NCS

Risk Index



The **NCS Risk Index** is meant to make “risk” easier and more intuitive to understand. This new tool combines the outputs from the NCS Platform and additional information into one single number.



Developed with support from a team of students at the Wharton School of Business, the visual layout of this feature aims to improve both accuracy and confidence in assessing risk.





Agenda Item 5.

Recap Semi-Annual Participant Forum – Townsend Consulting

Intoxicating Hemp Webinar Event Recap

With intoxicating hemp continuing to be a major issue for local governments, CCA hosted our first policy webinar of 2025 on April 28. This follows previous events we have hosted on social equity and retail licensing.

Our team secured speakers from Riverside County Code Enforcement, CA Department of Tax and Fee Administration (CDTFA), and CA Alcoholic Beverage Control (ABC) on practical steps and strategies government agencies are taking to enforce against illicit hemp products. We also utilized our policy partners from Cannabis Public Policy Consulting (CPPC) to share their proprietary survey data on how prevalent intoxicating hemp usage is with California consumers.

Some of the main actionable advice given by our speakers were:

- Working with your local CA Department of Tax and Fee Administration (CDTFA) office can make seizing illicit intoxicating hemp products much easier. CDTFA has clear legal authority to seize intoxicating hemp products and they can dispose of hazardous waste like vape pens.
- Riverside County shared its experience where smoke shops tend to be the most likely place to find illicit hemp products.
- Smoke shops tend to have the most violations currently as ABC's enforcement efforts have largely been successful at regulating liquor stores, gas stations, and other retailers who have alcohol licenses as those licenses are valuable and businesses are responsive to disciplinary actions against them.
- CPPC shared that more than 80% of California cannabis consumers have used an alternative cannabinoid, which can include CBD but also delta-8 and delta-10 THC derived from hemp—showing how widespread intoxicating hemp products are.
- CCA members are able to access our [follow-up document here](#) with slide decks from our presenters and contact information for any follow-ups that may be helpful.

Jurisdictions outside of CCA are listed below and our team is in discussions with many of these jurisdictions to help support additional memberships to CCA.

- Contra Costa County
- Lake County
- Los Angeles County
- Sacramento County
- San Diego County
- Santa Cruz County
- Trinity County
- City of Fresno
- City of Oxnard
- City of Ventura

We are looking forward to hosting our next webinar later this year. Some potential topics include streamlining and improving tax auditing; optimizing enforcement programs with limited resources; and using cannabis regulation to improve economic development with creative policy solutions like consumption lounges, managing the correct number of licenses for the local market and other strategies.



Agenda Item 6. Organizational Items
a. Executive Director Update



Agenda Item 6.a.
6/27/25 Board Meeting
Prepared by Stacie Frerichs

Executive Director Update

During the June Board Meeting, the Board will receive presentations from Public House Consulting, NCS Analytics and Townsend Communications. At the December Board meeting, the Board received a presentation from Cannabis Public Policy Consulting. Our outstanding consultant team continues to work on bringing more benefits to members and expanding the jurisdictions that use CCA services.

Since our previous meeting, our team has been busy contacting counties, working with our members, publishing newsclips and newsletters, and exploring options for new partnerships and benefits for members and participants.

Potential Oracle Permitting Partnership

CCA has been in talks with Oracle to bring their cannabis permitting and complaint solution as a benefit to CCA's members and participants. We have received a demonstration and are in ongoing talks with Oracle resellers and implementation partners to determine if there is a viable partnership opportunity. We are excited about this possibility as it adds a practical and cost-effective solution to both Counties transitioning from a spreadsheet tracking to something more robust or to Counties who are left behind by Acela Software not servicing their software. CCA would like to set up demonstrations with Oracle and you and your cannabis staff to learn about the software. Please let us know if you are interested.

Cannabis Forum In Person Meeting

Stacie Frerichs along with Tim Townsend, attended the Cannabis Program Forum Meeting on April 11, 2025 in Nevada County. The schedule included:

Tours of Purist Extracts Lab, Provisions Dispensary and DenCob Farms

Talks by the Diana Gamzon and Maggie Philipsborn of the Nevada County Cannabis Alliance, Nancy Wahl-Scheurich, the Executive Director of the California Association of Resource Conservation Districts, Karen Lang, Shaw Yoder Antwih Schmelzer & Lang, Dustin Patterson with the California Department of Fish & Wildlife, and a panel discussion of the Department of Cannabis Control (DCC) featuring; Nicole Elliott, Director, Clint Kellum, Chief Deputy Director, Evelyn Schaeffer, Deputy Director of Compliance, Eugene Hillsman, Deputy Director of Equity & Inclusion, Jacqueline Campion, Deputy Director of Policy & Research.



Membership Updates

CCA hosted a Participant Forum on Intoxicating Hemp. We had approximately 25 attendees and have received good feedback. A report on the content of this webinar was presented earlier in the Board Meeting.

NCS has added wholesale pricing information as well as several other platform upgrades which they demonstrated earlier in the Board Meeting.

Due to budget constraints, Santa Barbara is not renewing NCS Platform access but is remaining a member of the JPA.

Conflict of Interest Forms

Several Board members have not completed their Form 700, they are past due. Please email them to the CCA Executive Director.



Agenda Item 6. Organizational Items
b. Budget Fiscal Year 2025-26

Item 6.b. Budget Fiscal Year 2025–26

Overview

Attached to this report are the following:

Estimated Profit and Loss for the Fiscal Year 2024-25

Estimated Balance Sheet as of June 30, 2025

Accounts Payable Summary as of June 30, 2025

Proposed Budget for the Fiscal Year 2025-26

The proposed FY 2025–26 budget outlines two financial scenarios: a Base Scenario projecting a minimum amount of support to continue operating, and an Optimistic Scenario assuming expanded engagement and membership. This report compares both Scenarios to FY 2024–25 estimated actuals and highlights key budget assumptions, anticipated revenues, expenditures, and projected year-end positions.

Revenues

- **FY 2024–25 Actual Income:** \$371,000
- **FY 2025–26 Base Scenario Income:** \$132,000
- **FY 2025–26 Optimistic Scenario Income:** \$372,000

Income in the Base Scenario reflects limited participant fees from six known jurisdictions. The Optimistic Scenario assumes onboarding of up to 20 jurisdictions and a potential engagement with Oracle Permitting, resulting in revenues that are comparable to FY 2024–25 actuals.

Expenses

- **FY 2024–25 Actual Expenses:** \$583,691
- **FY 2025–26 Base Expenses:** \$310,300
- **FY 2025–26 Optimistic Expenses:** \$346,300

The reduction in expenses in both scenarios reflects stable non-professional services expenses. In the Base Scenario a reduction for professional services, with an increase under the Optimistic Scenario to reflect additional effort to service more members. Both

scenarios estimate reduced Data Platform Fees, from \$292,000 in FY 2024–25 to \$72,000 in FY 2025–26, driven by lower anticipated usage by Santa Barbara County.

Net Income and Cash Flow

- **Net Loss FY 2024–25:** \$(210,162)
- **Net Loss FY 2025–26 (Base):** \$(178,300)
- **Net Gain FY 2025–26 (Optimistic):** \$37,700

Although the Base Scenario shows a continued operating deficit, it is significantly less than the prior year. The Optimistic Scenario generates a positive net income due to stronger revenue assumptions.

However, CCA expects to hold accounts payable of \$180,000 under the Base Scenario, enabling a modest positive cash flow of \$1,700. In FY 2024–25, a similar approach yielded a positive cash flow of \$4,878 by deferring \$215,040 in expenses.

Key Takeaways

- CCA remains in an expense management phase, with a budget focused on containing costs while seeking sustainable growth through expanded partnerships.
 - The organization’s financial stability depends on successful recruitment of new members and strategic engagements like the Oracle permitting project.
 - The Optimistic Scenario provides a feasible path to positive net income.
 - Continued monitoring of holding strategic payables is critical to maintain cash flow and operational continuity.
 - If the Base Scenario is not realized in 2025-26, then we will begin conversations to close CCA.
-

Recommendation

It is recommended that the Board consider approval of the Base Scenario Budget for the Fiscal Year 2025-26.

California Cannabis Authority Budget vs. Actuals

July 2024 - June 2025

	Actual	Budget	over Budget	% of Budget
Income				
4350400 Administrative Services Revenue	371,000.00	659,000.00	(288,000.00)	56.30%
Total Income	371,000.00	659,000.00	(288,000.00)	56.30%
Gross Profit	371,000.00	659,000.00	(288,000.00)	56.30%
Expenses				
5050030 Audit	10,000.00	14,000.00	(4,000.00)	71.43%
5050100 Website Management	438.21	6,000.00	(5,561.79)	7.30%
5050160 Insurance	2,451.00	3,000.00	(549.00)	81.70%
5050270 Miscellaneous Expense	20,040.00	0.00	20,040.00	
5050280 Office Expenses	3,761.81	6,000.00	(2,238.19)	62.70%
5050340 Professional Services	255,000.00	240,000.00	15,000.00	106.25%
5050341 Data Platform Fees (Data Communications)	292,000.00	379,000.00	(87,000.00)	77.04%
Total Expenses	583,691.02	648,000.00	(64,308.98)	90.08%
Net Operating Income	(212,691.02)	11,000.00	(223,691.02)	-1933.55%
Other Income				
4150000 Interest Revenue	2,529.32	0.00	2,529.32	
Total Other Income	2,529.32	0.00	2,529.32	
Net Other Income	2,529.32	0.00	2,529.32	
Net Income	(210,161.70)	11,000.00	(221,161.70)	-1910.56%

Accrual based accounting shows that we have a FY 2024-25 loss of \$210,161.67

CCA has held the accounts payable for Misc Expense \$20,040 and CSAC FC \$195,000 for a total of \$215,040, for a expected positive cash flow of \$4,878.33

Balance Sheet
California Cannabis Authority
As of June 30, 2025

Distribution account	Total
Assets	
Current Assets	
Bank Accounts	
100000 Equity in Pooled Cash	132,601.86
Total for Bank Accounts	\$132,601.86
Accounts Receivable	
Accounts Receivable (A/R)	101,125.00
Total for Accounts Receivable	\$101,125.00
Other Current Assets	
Prepaid Expenses	
Total for Other Current Assets	0.00
Total for Current Assets	\$233,726.86
Fixed Assets	
Other Assets	
Total for Assets	\$233,726.86
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	414,578.70
Total for Accounts Payable	\$414,578.70
Credit Cards	
2053001 American Express	
Total for Credit Cards	0.00
Other Current Liabilities	
2053002 CSAC Finance Corporation	501,232.00
Total for Other Current Liabilities	\$501,232.00
Total for Current Liabilities	\$915,810.70
Long-term Liabilities	
Total for Liabilities	\$915,810.70
Equity	
Retained Earnings	-172,380.06
Net Income	-210,161.70
Opening Balance Equity	-299,542.08
Total for Equity	-\$682,083.84
Total for Liabilities and Equity	\$233,726.86

A/P Aging Summary Report
California Cannabis Authority
As of June 30, 2025

Vendor	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	Total
California Secretary of State	20,040.00					20,040.00
CSAC Finance Corp	45,269.35	269.35			150,000.00	195,538.70
NCS Analytics	73,000.00				77,500.00	150,500.00
Public House Consulting, Inc.	4,000.00					4,000.00
Townsend Consulting LLC	1,000.00					1,000.00
Turner Law					43,500.00	43,500.00
TOTAL	143,309.35	269.35	0.00	0.00	271,000.00	\$414,578.70

CA Secretary of State includes unpaid reporting penalties.

CSAC FC deferred payments due to cash flow, \$15,000 per month for 13 months plus one month of office expenses.

NCS Analytics: CCA Pays NCS when CCA receives payment from Counties.

\$55,000 SB; 13,500 SLO and \$9,000 Yolo.

Turner Law includes March 24, April 24, and May 24 ED and Legal services of \$14,500 per month.

CA Secretary of State includes unpaid reporting penalties.

Public House and Townsend Consulting are the June 30 invoices that will be paid at the end of the month.

California Cannabis Authority Proposed Budget 2025-26

	2024 - 25 Budget	2024 - 25 Est. Actual	2025 - 26 Base Scenario	Notes	2025 - 26 Optimistic Scenario	Notes
Income						
4350400 Administrative Services Revenue						
NCS	0	0	72,000	SLO = \$54,000 and Yolo = \$18,000	72,000	SLO = \$54,000 and Yolo = \$18,000
CPPC	0	0	0		0	
Oracle	0	0	0		100,000	One engagement with Oracle Permitting
JPA and Participant Fees (includes NCS for FY24-25)	659,000	371,000	60,000	SLO = \$10,000, Yolo = \$10,000, SB = \$10,000 and Humboldt = \$10,000, Plus two additional Members @ 10,000	200,000	20 counties or cities at \$10,000 each
Total Income	659,000	371,000	132,000		372,000	
Gross Profit	659,000	371,000	132,000		372,000	
Expenses						
5050030 Audit	14,000	10,000	15,000	Based on multiple quotes	15,000	Based on multiple quotes
5050100 Website Management	6,000	438	0		0	
5050160 Insurance	3,000	2,451	2,500	Based on 24-25 actuals	2,500	Based on 24-25 actuals
5050270 Miscellaneous Expense		20,040				
5050280 Office Expenses	6,000	3,762	4,800	Estimated at \$400 per month	4,800	Estimated at \$400 per month
5050340 Professional Services						
Townsend Consulting	12,000	12,000	12,000	TC = \$1,000 per month	24,000	TC = \$2,000 per month
Public House Consulting	48,000	48,000	24,000	PH = \$2,000 per month	48,000	PH = \$4,000 per month
CPPC	0	0	0		0	
Oracle	0	0	0		0	
CSAC FC	180,000	195,000	180,000	CSAC FC = \$15,000 per month	180,000	CSAC FC = \$15,000 per month
Total Professional Services	240,000	255,000	216,000		252,000	
5050341 Data Platform Fees (Data Communications)	379,000	292,000	72,000	SLO = \$54,000 and Yolo = \$18,000	72,000	SLO = \$54,000 and Yolo = \$18,000
Total Expenses	648,000	583,691	310,300		346,300	
Net Operating Income	11,000	(212,691)	(178,300)		25,700	
Other Income						
4150000 Interest Revenue	0	2,529	0		0	
Total Other Income	0	2,529	0		0	
Net Other Income	0	2,529	0		0	
Net Income	11,000	(210,162)	(178,300)		25,700	
Less Holds for Accounts Payable	0	215,040	180,000		0	
Cash Flow	11,000	4,878	1,700		25,700	

Accrual based accounting shows that we have a FY 2024-25 loss of \$210,161.67

CCA has held the accounts payable for Misc Expense \$20,040 and CSAC FC \$195,000 for a total of \$215,040, for an expected positive cash flow of \$4,878.33



December 6, 2024

Agenda Item 6. Organizational Items

d. Minutes of December 7, 2024 Board Meeting (Action)



CCA Board Meeting
Via Video / Teleconference Call/In-Person
December 6, 2024

MINUTES

December 6, 2024 via Video / Teleconference Call/In Person - Meeting called to order at 3:03pm by Tom Haynes.

1. Roll Call

- Rex Bohn , Supervisor Humboldt County
- X Jim Hamilton, Treasurer-Tax Collector, San Luis Obispo County, CCA Treasurer
- X Tom Haynes, Chief Financial Officer, Yolo County, CCA President
- X Brittany Odermann, Deputy CEO Santa Barbara County

Others:

Stacie Frerichs, Executive Director
Adam Crabtree, Technology Consultant
Tim Townsend, Communications Consultant
Cara Martinson, Legislative Consultant
Christy Higgins, CSAC FC
Alan Fernandes, CSAC FC
Robbie Bendorf, CSAC FC
Keegan Gendron, Cannabis Public Policy Consulting
Summer Fox, Cannabis Public Policy Consulting
Detra Williams, San Diego County
Jessica Norton, San Diego County
Chen Levy

2. Approval of Agenda

Agenda for December 6, 2024 was presented and reviewed. Motion to approve by Brittany Odermann with second by Tom Haynes. Vote was unanimous.

3. Cannabis Odor Update - Keegan Gendron, Cannabis Public Policy Consulting

Keegan presented methodologies for indoor and outdoor cannabis odor prevention as well as testing methodologies. He also gave an overview of policy solutions and local ordinance considerations for local governments in California.

4. California Legislative Update – Cara Martinson, Public House Consulting

Cara advised with the recent election there are 32 new members of the State Assembly and Senate. This creates opportunity to reach out as these members may not be familiar with cannabis regulations and policy. Cara offered to host a more regular update if needed once bills were introduced.

She highlighted one upcoming bill: AB8 – Very similar to AB223 and CCA will be monitoring.

5. Organizational Items

- A. New Benefit: County Ordinance Spreadsheet – Townsend Consulting
The County Ordinance Spreadsheet is a new benefit/resource available to members. Tim presented the spreadsheet and advised it is available with an orientation by CCA.

B. Executive Director Update – Stacie Frerichs

Stacie presented the Executive Director update. She highlighted fines from the Secretary of State.

C. Work Plan and Financial Update – Stacie Frerichs

Stacie presented the Work Plan with updates, showing progress and status on the items.

She also presented financial reports and discussed the lag in revenue and ways CCA has been preserving cash.

D. Minutes of August 16, 2024 Board Meeting

Minutes from BOD Meeting – August 16, 2024 presented and reviewed. Motion to approve by Jim Hamilton with second by Brittany Odermann. Vote was unanimous.

E. 2022-23 Audit

2022-23 Audit report was presented. Motion to approve by Brittany Odermann with second by Tom Haynes. Vote was unanimous.

F. Contracts

i. Consulting Services Agreement, Townsend Consulting LLC

Motion by Brittany Odermann for approval of the contract with second by Tom Haynes. Vote was unanimous

ii. Agreement for Services of Independent Contractor, Public House Consulting

The dates in the contract were corrected to January 1, 2025 through June 30, 2025. Termination prior to June 30, 2025. Motion by Brittany Odermann for approval of the contract with changes with second by Tom Haynes. Vote was unanimous.

iii. Statement of Work-Audit Services, Clifton Larsen Allen (CLA)

This is for Audit 2023-2024. Motion to approve the Statement of Work-Audit Services by Jim Hamilton with a second by Brittany Odermann. Vote was unanimous.

6. Public Comment - None

7. Adjourned at 3:55pm



December 6, 2024

Agenda Item 6. Organizational Items

e. Contracts (Action)

- i. Consulting Services Agreement, Townsend Consulting LLC
- ii. Agreement For Services of Independent Contractor, Public House Consulting



**Townsend Consulting LLC
Consulting Services Agreement**

THIS AGREEMENT (the "Agreement"), is entered into on this date **June 27, 2025** by and between Townsend Consulting LLC ("The Company") with a mailing address of 1121 L Street, Suite 510, Sacramento CA 95814 and;

California Cannabis Authority, (the "Client" or "CCA") whose address is: 1100 K Street, Suite 101, Sacramento, CA 95814 (collectively, the "Parties").

The Client and the Company agree as follows:

1. The Services.

The services to be provided by the Company are as follows:

- Draft Weekly News Clips highlight key media stories for distribution to CCA Board Members and staff
- Draft Monthly Newsletter summarizing key cannabis policy developments for federal, state and local developments for distribution to CCA Board Members and staff
- Attend Weekly CCA staff meeting
- Support CCA communications needs and marketing materials

The services provided by the Company included in the Agreement shall not exceed 20 hours per month.

Ability to provide services may be dependent on information, direction or action from the Client. In the event a service is not delivered due to the Client's failure to provide requested actions, the Company shall not be held at fault.

2. Compensation and Payment.

- A. Monthly Retainer: For the Services described in Section 1, the Client will pay \$1000 per month covering July 1, 2025, to June 30, 2026.
- B. The Client shall not be required to pay installments of the monthly retainer before the end of the month for which the services are rendered. The payment for services rendered shall be due within 30 days of receiving a written invoice from the Company.
- C. Any expenses to be reimbursed by the Client must be agreed to in writing by the Client before the expenses are incurred.

3. Term.

The Agreement will commence on July 1, 2025 and will continue until June 30, 2026.

The Agreement can be renegotiated to include additional services not included in Section 1 by mutual agreement between The Client and The Company. This renegotiated agreement shall be documented in a written amendment or new written agreement signed by both parties.

4. Termination.

This agreement may be terminated by either party. In the event the Client or the Company desires to terminate the Services hereunder, the party requesting termination must submit a written request at least thirty (30) days prior to the desired date of termination. Written requests to terminate may be made by mail or e-mail. If the Client chooses to terminate this agreement in writing, all monies owed to The Company will be due within two weeks.

5. Ownership of Materials

Except for rights expressly granted under this agreement, each party will retain exclusive interest in and ownership of its Intellectual Property and materials developed before this agreement or developed outside the scope of this agreement. Any Intellectual Property and materials developed solely by a party under this agreement without the participation of the other party is and will remain the sole and exclusive property of the developing party.

The Client shall own materials and deliverables developed for services described in Section 1. The Company shall be allowed to use such materials and deliverables for internal and marketing purposes. Any materials used for internal and marketing purposes shall not contain any confidential or Intellectual Property that is property of the Client.

For Intellectual Property beyond materials and deliverables developed for the services described in Section 1, the parties will engage in good faith negotiations to establish their respective rights. In the event the parties cannot reach an agreement with regard to such jointly developed property, each party will have equal ownership and rights in such intellectual property, without further obligation and without a duty to account to the other party.

6. Limitation of Liability.

The Company shall not be liable for any incidental, consequential, indirect or special damages, or for any incidents caused or alleged to have been caused by the performance or nonperformance of the Services. Client agrees that, in the event The Company is determined to be liable for any such loss, Client's sole remedy against The Company is limited to a refund of payments made by Client for said Services, less expenses paid to subcontractors or to third parties. The Company is not responsible for errors which result from faulty or incomplete information supplied to The Company by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. The Company shall not be liable to Client for any costs, damages or delays due to causes beyond its control.

7. Entire Agreement.

This Agreement is the final, complete and exclusive Agreement of the Parties. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties. **The Agreement supersedes any previous oral or written agreements.**

8. Severability.

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, the remaining provisions of this Agreement shall remain in full force and effect.

By their signatures below, the parties hereby understand and agree to all terms and conditions of this Agreement.

Client

The Company

Tom Haynes

Tim Townsend

Board President, California Cannabis Authority

Townsend Consulting LLC

Signature: _____

Signature: _____

Date: _____

Date: _____

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the CALIFORNIA CANNABIS AUTHORITY (“CCA”) and PUBLIC HOUSE Consulting, Inc. having its principal place of business at 1017 L Street, No. 534, Sacramento, CA 95814 (hereafter CONTRACTOR), wherein CONTRACTOR agrees to provide and CCA agrees to accept the services specified herein.

WHEREAS CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by CCA and CCA desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVES. Stacie Frerichs at phone number (530) 304-2880 is the representative of CCA and will administer this Agreement for and on behalf of CCA. Cara Martinson at phone number 916-267-5536 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advanced written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise, or via electronic mail, delivered as follows:

TO CCA	California Cannabis Authority ATTN: Stacie Frerichs 1100 K Street, Suite 101 Sacramento CA 95814 stacie@csacfc.org
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TO CONTRACTOR	Public House Consulting, Inc. ATTN: Cara Martinson 1017 L Street, No. 534 Sacramento CA 95814 cara@publichouseconsulting.net
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or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES. CONTRACTOR agrees to provide CCA consulting and legislative services regarding legislation, budget and policy issues impacting counties.

Duties include:

Legislative Duties

- Monitor legislation and budget items related to state and local cannabis regulation and policy issues.
- Maintain a bill tracking list of legislation impacting county government with respect to cannabis regulation and taxation.
- Provide updates to CCA Membership and Prospective Members regarding bills and budget items, including drafting articles for the CCA newsletter.
- Propose bill positions based on CCA member and CSAC feedback.
- Draft letters and legislative correspondence as directed.
- Provide direct advocacy on priority bills and budget issues as directed.

Outreach Duties

- Attend and participate in weekly CCA team calls, CCA Board meetings and other CCA meetings as necessary.
- As needed, participate in CSAC Legislative, Annual and other meetings as directed.
- Participate in the engagement of local government officials to provide education and outreach as directed.

4. TERM. This Contract shall be a Monthly Retailer that shall take effect July 1, 2025- June 30, 2026, unless the terms have been extended by mutual agreement or unless earlier terminated as provided herein.

5. COMPENSATION OF CONTRACTOR. In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid on a monthly basis in the amount of \$2,000 for the month beginning July 1, 2025 and ending June 30, 2026. CONTRACTOR shall submit to the CCA Designated Representative an invoice or certified claim for the service performed over the period specified. Approval for the incursion of costs shall be approved in advance by the Designated Representative and included on the next occurring billing. Payment will be prompt after the presentation of an invoice.

6. INDEPENDENT CONTRACTOR. It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of its services under this Agreement as an independent contractor as to CCA and not as an officer, agent, servant, employee, joint venturer partner, or associate of CCA. Furthermore, CCA shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, CCA shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a CCA employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CONTRACTOR shall be solely responsible and hold CCA harmless from all matters

relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the CCA or to this Agreement.

7. STANDARD OF PERFORMANCE. CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to CCA pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at CCA's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. CONFLICT OF INTEREST. CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CCA retains the right to waive a conflict of interest disclosed by CONTRACTOR if CCA determines it to be immaterial, and such waiver is only effective if provided by CCA to CONTRACTOR in writing.

9. TERMINATION. CCA or CONTRACTOR may, by written notice to the other, terminate this Agreement in whole or in part prior to June 30, 2026, upon written notice to the other at least thirty days in advance of termination date. Upon termination, CCA shall pay CONTRACTOR for services performed through the date of termination.

10. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

11. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

12. EXECUTION OF COUNTERPARTS. This Agreement may be executed by digital signature or in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an

original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

13. AUTHORITY. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

14. HANDLING OF CONFIDENTIAL INFORMATION. CONTRACTOR understands and agrees that certain information which CONTRACTOR may have access to while performing services under this Agreement will be confidential information. This information is to be subject to the following special provisions:

a. CONTRACTOR shall not disclose confidential information to any other persons or entities, except with the express written consent of CCA. CCA will identify information as confidential at the time of disclosure to CONTRACTOR.

b. CONTRACTOR will take all steps necessary to prevent disclosure of the information to any person except those personnel of CONTRACTOR working on the project who have a need to have access to the information. No reproduction or duplication of the information shall be made without the express written consent of CCA. CONTRACTOR shall notify CCA promptly if to CONTRACTOR's knowledge the confidentiality of any information is compromised. CONTRACTOR's obligation under this paragraph shall survive termination of the Agreement.

c. CONTRACTOR will not have any obligation with respect to information that is already rightfully known to CONTRACTOR, is or becomes publicly known through no wrongful act of CONTRACTOR or is rightfully obtained by CONTRACTOR from a third party without similar restrictions and without breach of this Agreement.

d. CONTRACTOR shall return all confidential information to CCA or certify to CCA its destruction upon conclusion of CONTRACTOR's work.

e. CONTRACTOR understands and agrees that any party who has provided confidential information which is disclosed to CONTRACTOR by CCA and identified by CCA as proprietary information as required by Subsection (a) above, shall be a third-party beneficiary to this Agreement and, as such, shall have the benefit of all legal rights to protect any such confidential information it has provided CCA and which CCA has disclosed to CONTRACTOR.

15. INSURANCE. During the term of the Agreement, the Consultant shall maintain the following insurance policies:

- comprehensive general liability insurance, including personal injury and bodily injury coverage

The Consultant agrees to provide the Client certificates of said policies of insurance showing said policies to be in force prior to commencing of services and annually thereafter for so long as this Agreement remains in effect.

These obligations shall bind CONTRACTOR both during and after the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date when fully executed by both parties.

California Cannabis Authority (“CCA”)

Public House Consulting, Inc.

By: _____

By: _____

Stacie Frerich, Executive Director

Cara Martinson, President