

CALIFORNIA GANG REDUCTION, INTERVENTION, AND PREVENTION (CALGRIP) PROGRAM

This Grant Agreement is Between the State of California,

Board of State and Community Corrections, hereafter referred to as "BSCC"

And the

City of Fresno

An entity duly organized, existing and acting pursuant to the laws of the State of California,

Hereafter referred to as the "Grantee".

The parties agree as follows:

SECTION 1: PROJECT SUMMARY

This project presents a collaborative approach utilizing CBOs, the faith based community, and department projects that have proven records of effectively confronting the growing gang problem. It funds eight distinct community based organizations – all with proven records of effectively targeting gang violence and engaging in intervention and prevention programs. Funding will continue enforcement that specifically targets gangs, augments our existing computer forensics to improve gang investigations, and allow installation of state of the art gunshot detection system.

SECTION 2: ASSURANCES

- A. Grantee agrees to comply with all conditions of this Grant Agreement, all standard Grant Agreement conditions as contained in Exhibit A; all required assurances as contained in Exhibit B; general terms and conditions as contained in Exhibit C; and all budget items and conditions as contained in the Application for Funding/Grant Proposal, attached hereto and made part of this Grant Agreement.
- B. Grantee agrees to comply with the financial and administration requirements set forth in the most current edition of the BSCC's Grant Administration and Audit Guide, Federal and State Grants.

SECTION 3: PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement. Disputes shall be resolved in accordance with the provisions of Exhibit A.
- B. The Grantee's project officials shall be those identified as specified on the 'Application Information' sheet on page 10 of the Request for Proposal; specified as follows:

Authorized officer with legal authority to sign:

NAME: Jerry P. Dyer
TITLE: Police Chief
ADDRESS: 2323 Mariposa Mall, Fresno, CA 93721
TELEPHONE: 559-621-2000
FAX: 559-498-5168
EMAIL: Jerry.Dyer@fresno.gov

Designated Financial Officer authorized to receive warrants:

NAME: Judy Garcia
TITLE: Grants Manager
ADDRESS: 2326 Fresno Street, Fresno, CA 93721
TELEPHONE: 559-621-2053
FAX: 559-457-1085
EMAIL: Judy.garcia@fresno.gov

C. Either party may change its project representatives upon written notice to the other party.

SECTION 4: DATA COLLECTION

Grantees will be required to participate in the collection of data on a common set of variables (and using one or more common data collection instruments). These variables will be reviewed during the grantee orientation meeting. It is anticipated that grantees will be required to submit this common set of variables on a quarterly basis. Data elements may include demographic and other background information, program status information, level and intensity of program services information, and short-term and intermediate-term outcome information. Grantees will also be required to conduct a "Project Evaluation and Outcome" Report as outlined in Section III of the Request for Proposal.

SECTION 5: QUARTERLY PROGRESS REPORTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports will describe progress made on program goals and objectives include required project measures, and shall be submitted according to the following schedule:

Reporting Periods

1. January 1, 2015 - March 31, 2015
2. April 1, 2015 - June 30, 2015
3. July 1, 2015 - September 30, 2015
4. October 1, 2015 - December 31, 2015

Due (No Later Than):

- April 30, 2015
July 31, 2015
October 31, 2015
January 31, 2016

Additional Reports

1. Project Evaluation and Outcome Plan April 30, 2015

Note: The Final Project Evaluation and outcome reports covering all three years of the CalGRIP grant, will be due at the conclusion of the three year grant period, on February 15, 2018.

SECTION 6: QUARTERLY FINANCIAL INVOICES

A. The Grantee shall be paid for each category by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the reporting period. An invoice is due to the BSCC even if grant funds are not expended or requested during the reporting period. Due dates for invoices shall follow the above schedule in Section 5.

SECTION 7: GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

SECTION 8: AVAILABILITY OF FUNDS

A. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the Legislature. Grantee agrees that the BSCC’s obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

SECTION 9: BUDGET

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries & Benefits	\$3,478.00	\$0	\$479,709.00	\$483,187.00
2. Services & Supplies	\$49,073.00	\$0	\$0	\$49,073.00
3. Professional Services	\$225,000.00	\$20,764.00	\$0	\$245,764.00
4. CBO Contracts (min of 20% of grant funds)	\$133,700.00	\$0	\$0	\$133,700.00
5. Indirect Costs	\$6,548.00	\$0	\$0	\$6,548.00
6. Evaluation/Data Collection (min 10% of grant funds)	\$50,000.00	\$0	\$0	\$50,000.00
7. Fixed Assets / Equipment	\$28,201.00	\$0	\$0	\$28,201.00
8. Other	\$4,000.00	\$0	\$0	\$4,000.00
TOTALS	\$500,000.00	\$20,764.00	\$479,709.00	\$1,000,473.00

EXHIBIT A

CALIFORNIA GANG REDUCTION, INTERVENTION, AND PREVENTION (CALGRIP) PROGRAM

STANDARD CONDITIONS

ARTICLE 1: ASSIGNMENT

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the BSCC and the State of California in the form of a formal written amendment.

ARTICLE 2: AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

ARTICLE 3: PROJECT COSTS

The BSCC's *Grant Administration and Audit Guide, Federal and State Grants*, outlines eligible and ineligible project costs, as well as, match and project income requirements. Grantee is responsible for ensuring that all invoices contain only eligible project costs.

ARTICLE 4: GRANTEE'S GENERAL RESPONSIBILITY

Grantee is responsible for project activities identified in the original Application for Funding/Grant Proposal submitted to BSCC. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.

ARTICLE 5: GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the Application for Funding/Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Use of Grant Funds

- 1) Grantee is responsible for ensuring that invoices submitted to the BSCC, claim actual expenditures for eligible project costs. The BSCC Grant Administration and Audit Guide, Federal and State Grant, outlines eligible and ineligible project costs. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- 2) Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-State/grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g. recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties.)

D. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

E. Contracting Requirements

In accordance with the provisions of this Grant Agreement, the Grantee may contract with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between the Grant Agreement, its Exhibits and Grantee's agreement for services with a contractor, the Grant Agreement and its Exhibits will prevail. Grantee shall ensure that the contractor complies with all requirements of the Grant Agreement, including those related to records in Article 8.

Grantee assures that for any contract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

Grantee agrees to place appropriate language in all contracts for work on the project requiring the Grantee's contractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the Bureau of State Audits, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Contractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

3) Non-discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall comply with all Federal and State statutes relating to non-discrimination, including but not limited to prohibitions against discrimination on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status.

ARTICLE 6: GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee is responsible for the project activities identified in the original Application for Funding/Grant Proposal submitted to BSCC. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.

ARTICLE 7: PROJECT ACCESS

- A. Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period.

ARTICLE 8: RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (contractors).
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

ARTICLE 9: ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and 60 days following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

ARTICLE 10: CHANGES

- A. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- B. No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.
- C. Under no circumstances will any budget item changes be authorized which would cause the project to exceed the amount of the grant award identified in this Grant Agreement. Further, in no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding ten percent (10%) of the grant award.

ARTICLE 11: DISBURSEMENT

- A. The Grantee shall be paid in funded categories using the invoice form submitted to the BSCC or other processes determines by BSCC, certifying the accuracy of the reports in accordance with generally accepted governmental accounting principals and BSCC regulations, guidelines, policies and procedures.

ARTICLE 12: WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC shall withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including: 1) submittal and approval of the final invoice; 2) submittal and approval of the final progress report; 3) submittal and approval of any additional required reports; and 4) submittal and approval of the final audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

ARTICLE 13: TERMINATION

- A. This Grant Agreement may be terminated at any time by the BSCC, where it appears that there will be lack of grant funds available to fulfill this Grant Agreement, provided that after such termination, the Grantee shall be entitled to an amount that equals the eligible project costs that have been incurred by the Grantee prior to such termination.
- B. This Grant Agreement may be terminated after the award of the Grant Agreement but prior to completion of the project, by the BSCC, upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction by the Grantee includes but is not limited to:
 - 1) Substantial alteration of the scope of the grant project without the prior written approval of the BSCC;
 - 2) Refusal or inability to complete the grant project in a manner consistent with the Application for Funding/Grant Proposal or approved modifications;
 - 3) Failure to provide the required local match share of the total project costs.
 - 4) Failure to meet prescribed assurances, commitments, Grant Agreement, and recording, accounting, auditing, and reporting requirements.
- C. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 14.

ARTICLE 14: DISPUTES

- A. Grantee shall continue with the responsibilities under this Agreement during any dispute.
- B. The Grantee may appeal a BSCC staff decision on the basis of alleged misapplication, capricious interpretation of the regulations, policies and procedures, or substantial differences of opinion concerning the proper application of regulations, policies or procedures.
- C. If the Grantee is dissatisfied with an action of BSCC staff, the Grantee may appeal to the Deputy Director of the Corrections Planning and Programs Division of the BSCC. Such appeals shall be filed within 30 calendar days of the notification of action with which the Grantee is dissatisfied. The appeal shall be in writing, and shall:
 - State the basis for the dissatisfaction;
 - State the action being requested of the Deputy Director; and,
 - Include any correspondence/documentation related to the cause for dissatisfaction.
- D. The Deputy Director will review the correspondence and related documentation and render a decision on the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Deputy Director.
- E. The Deputy Director may render a decision based on the correspondence and related documentation submitted by the Grantee and may consider other relevant sources of information deemed appropriate. The decision of the Deputy Director shall be in writing and shall provide the rationale for the decision.
- F. If the Grantee is dissatisfied with the decision of the Deputy Director, the Grantee may file a request for review by the BSCC Executive Director. Such a request shall be filed within 30 calendar days after receipt of the Deputy Director's decision. The requested review shall be in writing, and shall:
 - State the basis for the dissatisfaction;
 - State the action being requested of the Executive Director; and
 - Include any correspondence/documentation related to the appeal.
- G. The Executive Director, after reviewing the appeal and the correspondence related to the review, may decide the matter on the record or request additional information. After a decision is made by the Executive Director, notice of the decision shall be mailed to the Grantee. The decision of the Executive Director shall be final.

ARTICLE 15: WAIVER

- A. The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

EXHIBIT B

CALIFORNIA GANG REDUCTION, INTERVENTION, AND PREVENTION (CALGRIP) PROGRAM

GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION

Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement.

2. INDEPENDENT CONTRACTOR

Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in independent capacities and not as officers, employees, or agents of the State.

3. RECYCLING CERTIFICATION

The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Grantee may certify that the product contains zero recycled content (PCC 10233, 10308.5, 10354).

4. NON-DISCRIMINATION CLAUSE

Grantee and its subcontractors shall comply with all Federal and State statutes relating to nondiscrimination, including but not limited to prohibitions against discrimination on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, or marital status.

5. GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

6. CHILD SUPPORT COMPLIANCE ACT

For any agreement in excess of \$100,000, the Grantee acknowledges that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 commencing with Section 5200 of Part 5 of Division 9 of the Family Code.

- B. The Grantee, to the best of its knowledge, shall fully comply with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

7. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

8. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement and agrees to the following:

- a. No State funds received under this Agreement will be used to assist, promote or deter union organizing.
- b. Grantee will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- c. If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

9. DRUG-FREE WORKPLACE

Grantees shall comply with the requirements of the Drug-Free Workplace Act of 1990 as outlined in Government Code Section 8350 et seq.

10. CONTRACTOR CERTIFICATION CLAUSES

All certifications signed and submitted by the Grantee for the calendar year 2014/15 contract shall remain in effect for this Grant Agreement, which commences calendar year 2014/15.