

RECEIVED

2022 AUG 26 A 9:38

CITY OF FRESNO
CITY CLERK'S OFFICE

August 25, 2022

TO: CITY COUNCIL
FROM:  TODD STERMER, CMC, City Clerk
SUBJECT: TRANSMITTAL OF MAYOR'S VETO

The Mayor has vetoed the legislative action entitled: *****RESOLUTION - Adopting the 7th Amendment to the Annual Appropriation Resolution (AAR) No. 2022-154 to appropriate \$1 million from the State of California to the City of Fresno as pass-through entity, which funds are earmarked for local non-profit Planned Parenthood Mar Monte (Requires 5 votes) (Subject to Mayor's veto)**

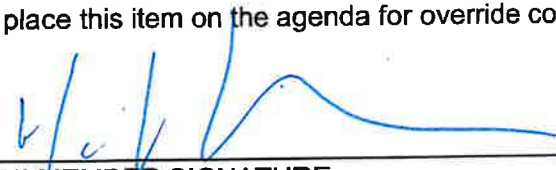
This item was approved by the City Council at the August 18, 2022, Regular Council meeting.

In accordance with the Fresno Municipal Code, any Councilmember may request the City Clerk place the vetoed item on the agenda for an override vote. Under the Charter, if a vetoed ordinance, resolution or other legislative action is not overridden within 30 days from the date the veto was filed with the City Clerk, the action is deemed disapproved.

Any Councilmember who wishes this matter be placed on the agenda for an override vote must sign below and file this request with the City Clerk as soon as possible.

To: CITY CLERK

Please place this item on the agenda for override consideration.



COUNCILMEMBER SIGNATURE

Date: 8/26/22


August 19, 2022

Council Adoption: 08/18/2022

Mayor Approval:

Mayor Veto:

Override Request:

TO: MAYOR JERRY DYER

FROM:  TODD STERMER, CMC
City Clerk

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the City Council meeting of August 18, 2022, Council adopted the attached Resolution No. 2022-191 *****RESOLUTION - Adopting the 7th Amendment to the Annual Appropriation Resolution (AAR) No. 2022-154 to appropriate \$1 million from the State of California to the City of Fresno as pass-through entity, which funds are earmarked for local non-profit Planned Parenthood Mar Monte (Requires 5 votes) (Subject to Mayor's Veto).** Item 1-O, #4, File ID 22-1327, by the following vote:

Ayes : Soria, Arias, Maxwell, Chavez, Esparza
Noes : Bredefeld
Absent : Karbassi
Abstain : None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before August 29, 2022. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

APPROVED /NO RETURN: _____

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)

SEE ATTACHED VETO MESSAGE



Jerry Dyer, Mayor

COUNCIL OVERRIDE ACTION:

Ayes :
Noes :
Absent :
Abstain :

Date: 8/25/2022

Date: _____

CITY OF FRESNO
CITY CLERK'S OFFICE

2022 AUG 25 P 2:09

RECEIVED



JERRY P. DYER
MAYOR

August 25, 2022

As outlined in the attached August 3, 2022, letter to Assembly Member Arambula, I have raised meaningful concerns about the City of Fresno's role as local administrator for public health-related funds for Planned Parenthood Mar Monte. Specifically, as defined in the 2022 Assembly Budget Request, funding was requested for Planned Parenthood for health center needs so "health services can be maintained while they expand abortion access in the Post-Roe World."

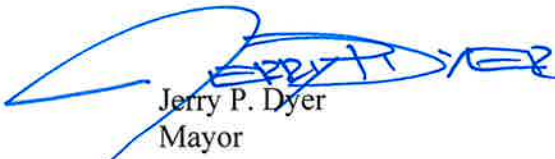
My Administration was not aware of, or involved in, the process until after the fact. Had my office been involved, we would have been in a position to suggest a more appropriate local health-related administrator of the passthrough funds, or request that funding go directly to Planned Parenthood. The attached Assembly Bill demonstrates other instances where non-profits receive funding directly, and an instance where the county is administrator for Planned Parenthood Mar Monte.

The City of Fresno has no local jurisdiction on health-related programs, which is why I respectfully requested removal of the City of Fresno as administrator. My understanding is the Assembly Member's office could simply request that state budget staff edit the trailer bill language and identify another local administrator. Unfortunately, this has not been done.

Instead, the matter of abortion brought hours of impassioned public comment and divisive public debate, causing further division in our community. Our leadership had, and still has, the opportunity to provide a simple alternative by identifying a health-related administrator, not the City of Fresno.

I am exercising my veto in the hope that the Council will reconsider accepting funding on behalf of Planned Parenthood, and instead work to see that a health-related agency, or Planned Parenthood Mar Monte, be identified as the local administrator of state funds.

Sincerely,



Jerry P. Dyer
Mayor

Attachments: Letter to Assembly Member; 2022 Assembly Budget Request; Assembly Bill No. 178

City of Fresno
City Hall • 2600 Fresno Street • Fresno, California 93721-3600
(559) 621-8000 • FAX (559) 621-7990 • www.fresno.gov



JERRY P. DYER
MAYOR

August 3, 2022

Honorable Assembly Member Dr. Joaquin Arambula
Hugh Burns State Building
2550 Mariposa Mall, Suite 5031
Fresno, CA 93721


Dear Assembly Member Arambula:

On July 27, 2022, I learned from District Director Maria Lemus that your office had been successful in obtaining state funding for three nongovernmental agencies and has recommended the City of Fresno be the local administrator of these funds. These applications were submitted directly to the state by the following entities: 1) Fresno Arts and Facilities to Expand Cultural Art Facilities such as Arte Americas; 2) Pathways to Employment Expansion for Neighborhood Industries; and, 3) Expansion of Abortion Access in the Post-Roe World for Planned Parenthood Mar Monte.

The City of Fresno has been actively involved in the workforce development and cultural arts sectors, and has specifically funded both Neighborhood Industries and Arte Americas – organizations that are doing amazing work in helping the City further its mission related to cultural arts, parks, workforce development and homelessness.

On the other hand, the City of Fresno has no local jurisdiction on health-related programs or funding. As such, I respectfully request that the City of Fresno be removed as administrator for the Planned Parenthood Mar Monte state budget allocation.

Please know that I appreciate your District Director working with my staff to determine alternative local administrators for the Planned Parenthood state allocation. Had my administration known of this request during the state budget process, we would have made alternative suggestions prior to approval. While I understand that your office worked through the City of Fresno council member who represent the districts in which these organizations operate, my administration has not been involved in this process absent a May 25, 2022, support letter for Neighborhood Industries.

2022 ASSEMBLY DISTRICT BUDGET REQUEST

PRIORITY NUMBER	#4
MEMBER NAME:	ARAMBULA
REQUEST TITLE:	REPRODUCTIVE HEALTH FOR THE CENTRAL VALLEY
TOTAL AMOUNT OF GENERAL FUND REQUESTED:	\$1 MILLION

Description: Planned Parenthood Mar Monte health center needs a complete re-design for improved efficiency so access to sexual and reproductive health services can be maintained while they expand abortion access in the Post-Roe World. Renovations include:

- Upgrade all exam tables to ADA compliant, body size inclusive with weight measurement and in-chair phlebotomy.
- Upgrade ultrasound probes to improve access and efficiency.
- Remodel medical records room to provide office space to accommodate more providers.

Is this request for capital outlay: a "fixed asset (including land and construction) with a useful life of 10 or more years and a value which equals or exceeds one hundred thousand dollars"?
Yes

Who would be the local administrator of this request? (Typically a city or county governmental entity.)
City of Fresno

Do you have a state department in mind to administer these funds? (This is rare and if no, budget staff will assist in identifying one.)
No

Other Information?

Fulton health center in Fresno is one of PPAC's busiest and highest volume health centers providing sexual and reproductive health care, gender-affirming hormone therapy, and medication and surgical abortion services. They are preparing to expand access to patients that have few other options in the area.

Staff Contact (name, email, Phone). Maria Lemus, Maria.Lemus@asm.ca.gov; (559) 445-5532

(E) \$3,000,000 to the County of Los Angeles for Project Angel Food: Facility/kitchen Expansion.

(4) To be allocated by the State Department of Developmental Services as follows:

(A) \$2,000,000 to the California Policy Center for Intellectual and Developmental Disabilities to develop innovative strategies to support adults with developmental disabilities in employment.

(5) \$2,158,000 to the Luminarias Institute for Mental Health programming.

(6) \$390,000 to Penny Lane Centers for Substance Use Disorder and Co-occurring Disorder Services.

(7) \$50,000 to Hands4Hope Los Angeles for the Pandemic Recovery Program.

(8) \$400,000 to the San Bernardino Valley Community Mental Health Services for Mental Health Services.

(9) \$1,500,000 to the City of Huntington Beach for the Mobile Crisis Response Program.

(10) \$250,000 to Exceptional Minds for a Job Preparation Programming for people on the autism spectrum.

(11) \$120,000 to Soledad Enrichment Action for a financial literacy and entrepreneurship program for at-risk youth.

(12) \$277,000 to Valley Community Healthcare for training for new providers.

(13) \$15,000,000 to the Watsonville Community Hospital for the purchase of hospital to be retained as not-for-profit, community-centered health facility.

(14) \$2,500,000 to the City of Monterey for the Community Human Services' Shuman Heart House for building renovations, furnishings, and equipment.

(15) \$3,000,000 to the Inner Circle Children's Advocacy Center for programming services for abused children.

(16) \$10,100,000 to the Jewish Family Service Los Angeles for Holocaust Survivor Assistance.

(17) \$4,000,000 to the Children's Hospital of Orange County (CHOC) for supporting mental health services.

(18) \$25,000 to the County of San Mateo for the District Wide: Peninsula Humane Society: X-Ray Machine Upgrade.

(19) \$100,000 to the County of San Mateo for the District Wide: Planned Parenthood Mar Monte: Purchase of a Hysteroscope for the San Mateo Health Center.

(20) \$1,000,000 to the City of Fresno for Reproductive Health for the Central Valley: Planned Parenthood Mar Monte health center renovations.

(21) \$1,000,000 for the KCS Health Center to purchase three mobile health clinics.

(22) \$3,000,000 to the City of Martinez for the Feet First Foundation.

(23) \$3,000,000 for the Los Angeles Kheir Clinic.

(24) \$6,500,000 for the RAMS, Inc.: building acquisition for clinics.

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO
ADOPTING THE 7th AMENDMENT TO THE ANNUAL
APPROPRIATION RESOLUTION NO. 2022-154 TO APPROPRIATE
\$1,000,000 TO PASS-THROUGH STATE FUNDING TO A LOCAL
NON-PROFIT ORGANIZATION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO:

THAT PART III of the Annual Appropriation Resolution No. 2022-154 be and is hereby amended as follows:

	<u>Increase/(Decrease)</u>
TO: GENERAL CITY PURPOSE DEPARTMENT	
AB 178-Planned Parenthood	\$ 1,000,000

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

AB 178-Planned Parenthood

PeopleSoft Revenues:

Account: **33401** State-Grant

Fund: **N/A**

Org Unit: **200101**

Tyler Munis Revenues:

Account String: **2000-2045-1100-060-433401-11-1-0000-0000-** \$ 1,000,000

Total Revenues \$ 1,000,000

PeopleSoft Appropriations:

Account: **58004** Special Projects

Fund: **N/A**

Org Unit: **200101**

Tyler Munis Appropriations:

Account String: **2000-2045-1100-060-658004-11-1-0000-0000-** \$ 1,000,000

Total Appropriations \$ 1,000,000

THAT the purpose is to appropriate \$1,000,000 to pass-through State funding to a local non-profit organization.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA }
COUNTY OF FRESNO } ss.
CITY OF FRESNO }

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the _____ Day of _____, 2022

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Approval: _____, 2022
Mayor Approval/No Return: _____, 2022
Mayor Veto: _____, 2022
Council Override Veto: _____, 2022

TODD STERMER, CMC
City Clerk

BY: _____
Deputy

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (Agreement) is made as of this ____ day of August, 2022, between Planned Parenthood Mar Monte, a California nonprofit corporation, (Grantee) and the City of Fresno, a California municipal corporation (City or Grantor).

RECITALS

A. Pursuant to Assembly Bill 178 (AB 178) Section 19.56(h)(20), the State of California, Department of Health and Human Services, awarded funding in the amount of \$1,000,000 (Grant Funds) to the City, which funds were earmarked for Grantee for the purpose of Reproductive Health for the Central Valley and for health center renovations.

B. The City will serve as a pass-through agency for the Grant Funds and disperse the funds directly to Grantee.

C. The City wishes to grant, and Grantee wishes to accept the Grant Funds.

NOW, THEREFORE, the City and Grantee agree as follows:

1. GRANT. City agrees to grant to Grantee, and Grantee agrees to receive from the City the proceeds of the Grant Funds. Grantee covenants and agrees to use Grant Funds in accordance with the following scope, as provided to the State Department of Finance on behalf of Grantee by the Office of Assemblymember Joaquin Arambula:

INTENDED USE OF FUNDS: Planned Parenthood Mar Monte health center needs a complete re-design for improved efficiency so access to reproductive and general health services can be maintained.

2. DISBURSEMENTS. The City shall fully disburse the Grant Funds to Grantee within 30 days after receipt of said funds from the State.

3. INDEMNIFICATION. To the furthest extent allowed by law, Grantee shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Grantee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Grantee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Grantee should subcontract all or any portion of the work to be performed under this Agreement, Grantee shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and

volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

4. GRANTEE'S COMPLIANCE WITH STATE LAW. Grantee covenants and agrees to follow all state-imposed restrictions relating to the Grant Funds, including those set forth in AB 178 and any associated guidance, law, and/or rule.

5. GRANTEE COOPERATION WITH CITY. Grantee covenants to cooperate with City and respond promptly to all requests by City necessary to maintain compliance with AB 178.

6. GOVERNING LAW AND VENUE. This Agreement shall be interpreted under and governed by the laws of the State of California. A party must bring any legal action in the Superior Court of Fresno, in an appropriate municipal court in Fresno County, or in the United States District Court serving Fresno County.

7. NO WAIVER. Any waiver by either the City or Grantee of any obligation in this Agreement must be in writing. No waiver shall be implied from any failure of the City or Grantee to take, or any delay or failure by City to take action on any default by Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by City or Grantee to any act or omission by the other party shall not be construed to be consent to any other act or omission or to waive the requirement for City or Grantee's written consent to future waivers.

8. NOTICES. All notices, requests and demands given to or made upon the respective parties shall be deemed to have been given or made when upon deposit with any overnight delivery service, or three days after deposit with certified mail, return receipt requested, and addressed as follows:

Grantee: Planned Parenthood Mar Monte
633 N. Van Ness Avenue
Fresno, California 93728
Attention: Socorro Santillan

City: City of Fresno
Fresno City Hall
2600 Fresno Street, Room 2084
Fresno, California 93721
Attention: City Manager

9. BINDING UPON SUCCESSORS. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Agreement by Grantee without City's consent. The term "Grantee" as used in this Agreement shall include all assigns, successors-in-interest, and transferees of Grantee.

10. RELATIONSHIP OF PARTIES. The relationship of Grantee and City under this Agreement is and shall remain solely that of a grantor and grantee under a

grant agreement and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. City neither undertakes nor assumes any responsibility or duty to Grantee (except as provided herein) or to any third party with respect to the matters described herein. Grantee shall have no authority to act as an agent of City or to bind City to any obligation.

11. AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this Agreement must be in writing, and shall be effective only if executed by both Grantee and City.

12. TIME. Time is of the essence in this Agreement.

13. INTEGRATION. This Agreement contains the entire agreement of the parties and supersedes any and all prior negotiations.

14. SEVERABILITY. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

15. EXECUTION OF COUNTERPARTS. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart delivered to the City shall be deemed the original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

CITY:
CITY OF FRESNO,
A California municipal corporation

GRANTEE:
PLANNED PARENTHOOD MAR MONTE,
a California nonprofit corporation

By: _____
Georgeanne White
City Manager

By: _____
Name:

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

Title: _____
(If corporation or LLC, CEO, President, Vice President)

By: _____ Date
Pauline Brickey
Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

Title: _____
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

By: _____
Deputy Date