

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective as of May 1, 2021, is entered into by and between the City of Fresno, a California municipal corporation (Agency), and Boys & Girls Clubs of Fresno County, a California nonprofit organization (Boys & Girls Clubs).

### RECITALS

WHEREAS, Agency has submitted an application to the State of California, Board of State and Community Corrections (BSCC) for \$1,958,057 in grant funds through the Proposition 64 Public Health and Safety Cohort 2 (Prop 64) Grant program (Program), incorporated by reference herein, funded by the State of California, 2020-2021 State Budget Act;

WHEREAS, the Program is intended to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA);

WHEREAS, upon award of grant funds and entry by Agency into a grant agreement with BSCC, consistent with the Program, Agency intends through its Police Department (FPD) to work in partnership with Boys & Girls Clubs for the purpose of providing supervision and management of Purpose Area 1: Youth Development/Youth Prevention and Intervention, to assist qualified participants of the City's Community Outreach program who would benefit from a youth development, prevention and intervention program; and

WHEREAS, Agency and Boys & Girls Clubs believe that implementation of the Program as described herein will further the above goals and to this end agree to coordinate and provide the services referenced herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained, and such other and further consideration as is hereby acknowledged, and subject to the terms and conditions and provisions of the Program and this MOU, the parties mutually agree as follows:

#### 1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

Agency:  
Fresno Police Department  
Support Division  
Mindy Casto, Deputy Chief  
2323 Mariposa Mall  
Fresno, CA 93721

AGENCY:  
Boys & Girls Clubs of Fresno County  
Diane Carbray, President, CEO  
540 N Augusta Street  
Fresno, CA 93701

## 2. ROLES AND RESPONSIBILITIES

A. FPD, subject to all applicable constitutional and local law requirements, shall act as the lead agency in coordinating the activities of the Prop 64 Grant program for a collaborative approach that effectively targets youth development/youth prevention and intervention programs. FPD, through the Prop 64 Grant program, will be responsible for the following:

1. Hire a Community Services Officer (CSO) to facilitate and administer the city approved public outreach and educational program for youth organizations and educational institutions that outlines the risk of youth use of cannabis, and that identifies resources available to youth related to drugs and drug addiction.
2. Participate and lead neighborhood watch meetings in those districts requesting education on the impacts of legalization of cannabis.
3. Perform community outreach at various schools, and other duties as assigned.
4. Conduct enforcement and inspections on businesses not in compliance or those businesses operating on the black market.
5. Performing site-monitoring visits of the partnering agencies to ensure compliance with the grant guidelines, meeting coordination with service providers and advisory boards, and community meetings as well as budget development and implementation.
6. Program related performance measures and data input for quarterly progress reporting.

B. Through the Prop 64 Grant program, Boys & Girls Clubs will have direct oversight of the strategy, development, and implementation of the Program in collaboration with the City of Mendota, Fresno EOC and the Fresno Police Department. Boys & Girls Clubs will be responsible for the following:

1. Implement five youth prevention programs for 225 youth in ages ranging from 10-18 that increase resistance skills and teach participants to problem solve in risky situations in the following areas:
  - a. Drug prevention and intervention;
  - b. Personal values, decision making, and emotional intelligence education;
  - c. Gang and violence prevention;
  - d. Job and career education and;
  - e. Homework help and tutoring.
2. Maintain a record of all activities a daily time sheet or activity report and in accordance with the Grant guidelines and reporting requirements.
3. Provide direction and intervention strategies for the project with all partners to facilitate the case management of the participants.

C. Staff of the FPD Street Violence Bureau will coordinate directly with Boys & Girls Clubs to discuss strategies, timetables and implementation of services to meet goals and objectives of the Prop 64 Grant program.

### 3. REIMBURSEMENT FOR PROGRAM ACTIVITIES

A. For the aforementioned services, Agency agrees to reimburse Boys & Girls Clubs solely from allocated and available Program Grant funds for eligible costs incurred by Boys & Girls Clubs in pursuit hereof, in an amount not to exceed \$42,804 in year one, \$40,803 in year two, and \$40,803 in year three of the grant program, for a total of \$124,410, in accordance with the Program budget attached as **Exhibit A** and within the performance period of the Grant Program and Grant period of this MOU.

B. Any future applications and award of funds for future Program funding cycles shall be by written amendment to this MOU and signed by both parties.

C. Payment shall be contingent on Agency's receipt of an undisputed invoice and any reports and substantiation materials required by Agency.

D. If Boys & Girls Clubs should fail to comply with any provision of the MOU, Agency shall be relieved of its obligation for further compensation.

E. Nothing in this MOU shall commit the taxing authority or general fund of Agency.

### 4. MOU EFFECTIVENESS, TERM AND TERMINATION

A. The effectiveness of this MOU is contingent upon Agency receiving the Grant award. The two participating agencies signing this MOU shall be committed to the Grant Program for the entire funding cycle commencing May 1, 2021 and ending April 30, 2024. Boys & Girls Clubs acknowledges and agrees that continued funding is dependent upon satisfactory performance by Boys & Girls Clubs and availability of State funding. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project period, April 30, 2024, and included on the invoice due June 15, 2024. Project expenditures incurred after April 30, 2024 will not be reimbursed.

B. Subject to the foregoing, the term of the MOU is for a 36-month funding cycle Program commencing May 1, 2021 and ending April 30, 2024;

C. Notwithstanding the foregoing, this MOU shall automatically be suspended or terminated upon Agency's written notice thereof to Boys & Girls Clubs upon any of the following events: (i) Program or Grant termination or suspension, (ii) any non-appropriation or non-allocation of Grant funding required in pursuit hereof, (iii) Boys & Girls Clubs' illegal or improper use of funds, (iv) Boys & Girls Clubs' failure to comply with any term of this MOU, (v) Boys & Girls Clubs' submittal of any substantially incorrect or incomplete itemized invoice required for reimbursement, (vi) Boys & Girls Clubs' failure to comply with grant guidelines in the BSCC Recipient Handbook, or (vii) Boys & Girls Clubs' failure to comply with any applicable provisions of the Grant.

## 5. TARGET POPULATION

Services provided under this Program shall be directed to participants residing in the cities of Fresno and Mendota who would benefit from the youth development/youth prevention and intervention aspect of the program to reduce their specific risk factors for youth substance use and addiction; thereby promoting healthy behaviors and environments.

## 6. RESOURCES

### A. FPD will provide:

- Street Violence Bureau and Grant Management Unit staff to provide oversight and resources to Boys & Girls Clubs relating to this Program and serve as a liaison to the BSCC for programmatic and budgetary issues;
- Establish a roundtable of representatives from all grant partners to meet at minimum on a semi-annual basis;
- Establish protocols in addressing concerns related to the legalization of cannabis within the cities of Fresno and Mendota.

### B. Boys & Girls Clubs will provide:

- Program Director to provide program oversight and reporting
- .05 FTE (8) Unit Directors
- .05 FTE (16) Program Assistants
- Training to staff

## 7. RECORDKEEPING AND PERFORMANCE DATA

A. Boys & Girls Clubs shall document all services provided to Participants and maintain individual Participant's service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected. Boys & Girls Clubs shall ensure compliance with HIPAA requirements.

B. Boys & Girls Clubs shall provide any monthly and quarterly reports, and any certifications as required by Agency, in accordance with the grant guidelines and specified time frames as outlined in **Exhibit B**.

C. In the event of termination, the non-confidential reports prepared by Boys & Girls Clubs shall be immediately turned over to Agency by Boys & Girls Clubs.

## 8. FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

A. Boys & Girls Clubs shall submit a monthly or quarterly invoice to FPD for the eligible expenses incurred for Program. Billing documentation shall include the following:

- A breakdown of expenditures by cost category;
- Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by Agency; and

- Time sheet documentation for grant funded staff position.

B. Boys & Girls Clubs shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any United States Department of Justice ("DOJ") award funds awarded for the same or similar purposes or programs. Boys & Girls Clubs agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of Boys & Girls Clubs expenses pertaining to the Program shall be kept on a generally recognized accounting basis.

C. All records shall be available to Agency, BSCC, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office ("GAO")), and/or any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of Boys & Girls Clubs pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.

D. Boys & Girls Clubs also understands and agrees that Agency, BSCC, DOJ and/or the GAO are authorized to interview any officer or employee of Boys & Girls Clubs regarding transactions related to this MOU.

## 9. COMPLIANCE WITH GOVERNING LAW AND GRANT AGREEMENT

A. Boys & Girls Clubs shall at all times comply with all applicable laws of the United States, the State of California and Agency, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this MOU. Boys & Girls Clubs acknowledges receipt of a copy of the Grant Agreement, a copy of which is attached hereto as **Exhibit C** and the terms of which are incorporated by reference herein. Boys & Girls Clubs agrees to comply with all applicable provisions thereof (including, without limitation, the Proposition 64 Public Health and Safety Grant Program Cohort 2 Guidelines and the BSCC Grant Administration Guide), and cooperate with Agency in meeting the requirements thereunder.

B. The services provided by Boys & Girls Clubs under this MOU are over and above Boys & Girls Clubs' budgeted positions. The parties agree that Grant funds shall not be used to replace funds of, or positions otherwise funded by, Boys & Girls Clubs.

C. As applicable, costs and expenditures must be allowable in accordance with OMB 2 CFR Part 200, Subpart F; federal and state laws, rules and regulations, the terms of the program and the CalOES Subrecipient Handbook.

D. Boys & Girls Clubs shall allow access to Agency, BSCC and any of their representatives for any onsite assessments.

E. By signing this MOU, Boys & Girls Clubs certifies under penalty of perjury under the laws of the State of California that (i) Grant funds shall not be used for the purpose of lobbying, as required by Section 1352, Title 31 of the U.S. Code, and implemented as 28 CFR Part 69; (ii) Boys & Girls Clubs will adhere to Federal Executive Order 12549, Debarment and Suspension; and (iii) neither Boys & Girls Clubs, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the MOU by any Federal department or agency. Boys & Girls Clubs shall complete and submit to Agency all applicable forms required by the Grant Agreement.

F. Drug-Free Workplace Certification: Boys & Girls Clubs shall comply with the Drug-Free Workplace Act of 1990 ("the Act"), California Government Code Sections 8350-8357, the Federal Drug-Free Workplace Act of 1988 (41 USC 701), and the requirements of Federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620. Boys & Girls Clubs shall notify their employees that they are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of controlled substances. By signing the signature page of the MOU, Boys & Girls Clubs certifies under penalty of perjury under the laws of the State of California compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace, and that Boys & Girls Clubs will:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.
- (b) Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:
  - (i) The dangers of drug abuse in the workplace,
  - (ii) The person's or organization's policy of maintaining a drug-free workplace,
  - (iii) Any available counseling, rehabilitation and employee assistance programs, and
  - (iv) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed MOU:
  - (i) Will receive a copy of the company's drug-free policy statement, and
  - (ii) Will agree to abide by the terms of the company's statement as a condition of employment on the MOU.

G. Copyrights, Rights in Data, and Patents: All activities of Boys & Girls Clubs under the MOU are considered "work made for hire" as defined under Title 17 USC Section 101, and shall include but is not limited to, publications, original computer programs, writings, sound recordings, pictorial reproductions, drawings or other geographical representations and works of any similar nature. With regard to any "work made for hire," BSCC owns all

rights comprised in the copyright, and therefore BSCC reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. If any discovery or invention arises or is developed in the course of, or as a result of, work performed, in whole or in part, under the MOU, Boys & Girls Clubs must refer the discovery or invention to BSCC. Determination of rights to inventions or discoveries shall be made by BSCC, or its duly authorized representative, who shall have the sole and exclusive power to determine whether or not and where a patent application should be filed, and to determine the disposition of all rights to such inventions or discoveries, including title to and license rights under any patent application or patent which may be issued. In all cases, BSCC shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced anywhere without limitation, for governmental purposes, any invention made with BSCC grant funds.

#### 10. CAPACITY OF AGENCY AND Boys & Girls Clubs

A. In the furnishing of the services provided for herein, Boys & Girls Clubs is acting solely as an independent contractor. Neither Boys & Girls Clubs, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of Agency for any purpose. Agency shall have no right to control or supervise or direct the manner or method by which Boys & Girls Clubs shall perform its work and functions. However, Agency shall retain the right to administer this MOU so as to verify that Boys & Girls Clubs is performing its obligations in accordance with the terms and conditions thereof.

B. This MOU does not evidence a partnership or joint venture between Boys & Girls Clubs and Agency. Boys & Girls Clubs shall have no authority to bind Agency absent Agency's express written consent. Except to the extent otherwise provided in this MOU, Boys & Girls Clubs shall bear its own costs and expenses in pursuit thereof.

C. Because of its status as an independent contractor, Boys & Girls Clubs and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to Agency employees. Boys & Girls Clubs shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this MOU, Boys & Girls Clubs shall be solely responsible, indemnify, defend and save Agency harmless from all matters relating to employment and tax withholding for and payment of Boys & Girls Clubs' employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in Agency employment benefits, entitlements, programs and/or funds offered employees of Agency whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this MOU, Boys & Girls Clubs may be providing services to others unrelated to Agency or to this MOU.

## 11. INSURANCE

A. Throughout the life of this MOU, Boys & Girls Clubs shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VI" in Best's Insurance Rating Guide, or (ii) authorized by Agency's Risk Manager. The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations.
- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
- (iii) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 aggregate.
- (iv) WORKERS' COMPENSATION insurance as required under the California Labor Code.
- (v) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

B. Defense costs shall be provided as an additional benefit and not included within the above limits of liability. Boys & Girls Clubs shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Boys & Girls Clubs shall also be responsible for payment of any self-insured retentions.

C. The above-described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of Agency of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10-calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Boys & Girls Clubs shall provide a new certificate

evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Boys & Girls Clubs shall file with Agency a new certificate and all applicable endorsements for such policy(ies).

D. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Agency, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Boys & Girls Clubs' insurance shall be primary, and no contribution shall be required of Agency. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Agency, its officers, officials, agents, employees and volunteers.

E. In the event claims made forms are used for any Professional Liability coverage, (i) the retroactive date must be shown, and must be before the effective date of the MOU or the commencement of services by Boys & Girls Clubs; (ii) insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the services, or the expiration or termination of the MOU, whichever first occurs; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the MOU, or services commencement date, Boys & Girls Clubs must purchase extended reporting period coverage for a minimum of 5 years after completion of the services, or expiration or termination of the MOU, whichever first occurs; (iv) a copy of the claims reporting requirements must be submitted to Agency for review; and (v) these requirements shall survive expiration or termination of the MOU.

F. Boys & Girls Clubs shall have furnished Agency with the certificate(s) and applicable endorsements for ALL required insurance prior to Agency's execution of the MOU. Boys & Girls Clubs shall furnish Agency with copies of the actual policies upon the request of Agency's Risk Manager and this requirement shall survive termination or expiration of this MOU.

G. If at any time during the life of the MOU or any extension, Boys & Girls Clubs fails to maintain the required insurance in full force and effect, all work under this MOU shall be discontinued immediately, and all payments due or that become due to Boys & Girls Clubs shall be withheld until notice is received by Agency that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Agency. Any failure to maintain the required insurance shall be sufficient cause for Agency to terminate this MOU.

H. The fact that insurance is obtained by Boys & Girls Clubs shall not be deemed to release or diminish the liability of Boys & Girls Clubs, including, without limitation, liability under the indemnity provisions of this MOU. The duty to indemnify Agency shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Boys & Girls Clubs. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Boys & Girls Clubs, its principals, officers, agents, employees, persons under the supervision of Boys & Girls Clubs, vendors,

suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

I. Upon request of Agency, Boys & Girls Clubs shall immediately furnish Agency with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive termination or expiration of this MOU.

J. If Boys & Girls Clubs should subcontract all or any portion of the services to be performed under this MOU, Boys & Girls Clubs shall require each subcontractor to provide insurance protection in favor of Agency, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Boys & Girls Clubs and Agency prior to the commencement of any work by the subcontractor.

## 12. INDEMNIFICATION

A. To the furthest extent allowed by law, Boys & Girls Clubs shall indemnify, hold harmless and defend Agency 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 Agency, Boys & Girls Clubs or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. Boys & Girls Clubs' obligations under the preceding sentence shall apply regardless of whether Agency 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 Agency or any of its officers, officials, employees, agents or volunteers.

B. If Boys & Girls Clubs should subcontract all or any portion of the work to be performed under this MOU, Boys & Girls Clubs shall require each subcontractor to indemnify, hold harmless and defend Agency and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

C. This section shall survive termination or expiration of this MOU.

## 13. ATTORNEY'S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

#### 14. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this MOU and any exhibit hereto, the terms and conditions of the body of this MOU shall control and take precedence over terms and conditions expressed within the exhibit. Furthermore, any terms or conditions contained within any exhibit hereto which purport to modify the allocation of risk between the parties, provided for within the body of this MOU, shall be null and void.

#### 15. NOTICES

Any notice required or intended to be given to either party under the terms of this MOU shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, return receipt requested, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth in Section 1 of this MOU or at such other address as the parties may from time to time designate by written notice.

#### 16. BINDING

Subject to Section 17 below, once this MOU is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

#### 17. ASSIGNMENT

There shall be no assignment by either party of its rights or obligations under this MOU without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

#### 18. WAIVER

The waiver by either party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU. No provision of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any provision herein.

#### 19. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be Fresno County, California.

## 20. HEADINGS

The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this MOU.

## 21. SEVERABILITY

The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in the MOU shall not affect the other provisions.

## 22. INTERPRETATION

The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

## 23. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

## 24. NO THIRD-PARTY BENEFICIARIES

The rights, interests, duties and obligations defined within this MOU are intended for the specific parties hereto as identified in the preamble of this MOU. Notwithstanding anything stated to the contrary in this MOU, it is not intended that any rights or interests in this MOU benefit or flow to the interest of any third parties.

## 25. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by controlling federal, state and local law, Boys & Girls Clubs shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Boys & Girls Clubs shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts hereunder. Failure by Boys & Girls Clubs to carry out these requirements is a material breach of this MOU, which may result in the termination of this MOU, or such other remedy or sanction as may be available.

B. It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, age (over 40), mental and physical disability (including HIV and AIDS), medical condition (cancer and genetic characteristics), marital

status, sex (including sexual harassment), sexual orientation (heterosexuality, homosexuality, and bisexuality), pregnancy (childbirth, or related medical conditions), political affiliation/opinion, Veteran's status or request for family medical leave. Boys & Girls Clubs will not discriminate in the delivery of services or benefits based on the previously identified situations. Boys & Girls Clubs shall comply with Executive Order 11246 as amended by Executive Order 11375 and supplemented at 41 CFR 60.

C. Boys & Girls Clubs will include this section in each of its subcontracts and require the same of its subcontractors.

## 26. ENTIRE AGREEMENT

It is mutually understood and agreed that the forgoing constitutes the entire agreement between the parties. Any modifications or amendments to this MOU must be in writing signed by an authorized agent of each party.

*This MOU is subject to receipt of Grant funds and ratification by the Council of the City of Fresno.*

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IN WITNESS THEREOF, the parties have executed this MOU at Fresno, California on the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

Boys and Girls Clubs of Fresno County  
a California non-profit organization

BY: \_\_\_\_\_  
Paco Balderrama, Chief of Police  
City of Fresno Police Department

BY: *Diane Carbray*  
Diane Carbray  
President, CEO 12/1/22

TAXPAYER FEDERAL I.D. #94-1149171

ATTEST:  
Todd Stermer  
City Clerk, City of Fresno

BY: \_\_\_\_\_  
Deputy Date

APPROVED AS TO FORM:  
Rina M. Gonzales  
Interim City Attorney, City of Fresno

BY: *Pauline Brickey* 12/7/22  
Pauline Brickey Date  
Deputy City Attorney

Addresses:

CITY:  
Fresno Police Department  
Attention: Paco Balderrama  
Chief of Police  
2323 Mariposa Mall  
Fresno, CA 93721

Boys & Girls Clubs:  
Boys and Girls Clubs of Fresno County  
Attention: Diane Carbray  
President, CEO  
540 N. Augusta Street  
Fresno, CA. 93701

Attachment:  
Exhibit A – Cost Breakdown  
Exhibit B – Performance Measures and Timeline  
Exhibit C - Grant Agreement

## Exhibit A

### Proposition 64 Public Health & Safety Grant

#### Boys and Girls Clubs of Fresno County

##### Program Budget

<u>Purpose</u>	<u>Budget Year 1</u>	<u>Budget Year 2</u>	<u>Budget Year 3</u>
<b>24 Staff including (8) Unit Directors and (16) Program Assistants .05 FTE (24 X \$1,200 per month X 3 years)</b>	<b>\$28,800.00</b>	<b>\$28,800.00</b>	<b>\$28,800.00</b>
<b>Salary Fringe (FICA 7.65%, SUI 6.2%, Medical, and Retirement = \$22.19 X 24 per year X 3 years)</b>	<b>\$533.00</b>	<b>\$533.00</b>	<b>\$532.00</b>
<b>Equipment (Sneeze guards, tables and chairs)</b>	<b>\$2,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>PPE Equipment (janitorial, masks, cleaning supplies) (7 clubs X \$31 per month X 36 months)</b>	<b>\$2,604.00</b>	<b>\$2,604.00</b>	<b>\$2,604.00</b>
<b>Office Supplies (\$200 per year X 7 clubs X 3 years)</b>	<b>\$1,400.00</b>	<b>\$1,400.00</b>	<b>\$1,400.00</b>
<b>Youth Stipends (Total 40 Interns X \$200)</b>	<b>\$2,667.00</b>	<b>\$2,666.00</b>	<b>\$2,667.00</b>
<b>Program Supplies (\$50 per month X 8 clubs X 36 months)</b>	<b>\$4,800.00</b>	<b>\$4,800.00</b>	<b>\$4,800.00</b>
<b>Annual Budget Totals</b>	<b>\$42,804.00</b>	<b>\$40,803.00</b>	<b>\$40,803.00</b>
<b>Total All Budget Years</b>	<b>\$124,410.00</b>		

**Exhibit B**  
**Proposition 64 Public Health and Safety Cohort 2 (Prop 64) Grant**  
**Boys and Girls Clubs of Fresno County**

**Programmatic Reporting Schedule**

<b>Monthly Reporting Period</b>	<b>Year 1 Report Due</b>	<b>Year 2 Report Due</b>	<b>Year 3 Report Due</b>
May 1-31, 2021	June 15, 2021	-	-
June 1-30, 2021	July 15, 2021	-	-
July 1-31, 2021	<b>August 13, 2021</b>	-	-
August 1-31, 2021	September 15, 2021	-	-
September 1-30, 2021	October 15, 2021	-	-
October 1-31, 2021	November 15, 2021	-	-
November 1-30, 2021	December 15, 2021	-	-
December 1-31, 2021	<b>January 14, 2022</b>	-	-
January 1-31, 2022	February 15, 2022	-	-
February 1-28, 2022	March 15, 2022	-	-
March 1-31, 2022	April 15, 2022	-	-
April 1-30, 2022	<b>May 13, 2022</b>	-	-
May 1-31, 2022	-	June 15, 2022	-
June 1-30, 2022	-	July 15, 2022	-
July 1-31, 2022	-	August 15, 2022	-
August 1-31, 2022	-	September 15, 2022	-
September 1-30, 2022	-	<b>October 14, 2022</b>	-
October 1-31, 2022	-	November 15, 2022	-
November 1-30, 2022	-	December 15, 2022	-
December 1-31, 2022	-	<b>January 13, 2023</b>	-
January 1-31, 2023	-	February 15, 2023	-
February 1-28, 2023	-	March 15, 2023	-
March 1-31, 2023	-	<b>April 14, 2023</b>	-
April 1-30, 2023	-	May 15, 2023	-
May 1-31, 2023	-	-	June 15, 2023
June 1-30, 2023	-	-	<b>July 14, 2023</b>
July 1-31, 2023	-	-	August 15, 2023
August 1-31, 2023	-	-	September 15, 2023
September 1-30, 2023	-	-	<b>October 13, 2023</b>
October 1-31, 2023	-	-	November 15, 2023
November 1-30, 2023	-	-	December 15, 2023
December 1-31, 2023	-	-	January 15, 2024
January 1-31, 2024	-	-	February 15, 2024
February 1-29, 2024	-	-	March 15, 2024
March 1-31, 2024	-	-	April 15, 2024
April 1-30, 2024	-	-	May 15, 2024

\*Report Due dates in bold indicate those dates where the Due date of the 15<sup>th</sup> fell on a weekend. Those dates have been adjusted so the report is due on the Friday before the 15<sup>th</sup>.

**STANDARD AGREEMENT**  
STD 213 (Rev 03/2019)AGREEMENT NUMBER  
**BSCC 948-21**PURCHASING AUTHORITY NUMBER (If Applicable)  
BSCC-5227**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**CITY OF FRESNO****2. The term of this Agreement is:**

START DATE

**MAY 1, 2021**

THROUGH END DATE

**OCTOBER 31, 2024****3. The maximum amount of this Agreement is:****\$1,958,057****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Prop 64 PH&S Grant Proposal	26
Appendix A	Prop 64 PH&S Scoring Panel	1
Appendix K	Criteria for Non-Governmental Organization's Receiving BSCC Funds	2

\* This item is hereby incorporated by reference and can be viewed at:

<http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**CITY OF FRESNO WITH THE CITY OF MENDOTA**

CONTRACTOR BUSINESS ADDRESS

2600 Fresno Street

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

GEORGEANNE WHITE

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

11/14/22

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT–PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT COHORT 2

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 (hereafter referred to as the Grantee or Contractor).

### 2. PROJECT SUMMARY AND ADMINISTRATION

A. The Fiscal Year 2020-21 State Budget includes funding in the amount of \$51,788,690 for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Cohort 2 Grant Program, to be administered by the BSCC.

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

B. Grantee agrees to administer the project in accordance with Attachment 1: Prop 64 PH&S Grant Program Cohort 2 Request for Proposals (incorporated by reference) and Attachment 2: Grant Proposal, which are attached and hereto and made part of this agreement.

### 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 regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer with legal authority to sign:**

Name: Georgeanne White  
Title: City Manager  
Address: 2600 Fresno Street, Fresno, CA 93721  
Phone: 559-621-7795

**Designated Financial Officer authorized to receive warrants:**

Name: Michelle Wooten  
Title: Business Manager  
Address: 2323 Mariposa Mall, Fresno, CA 93721  
Phone: 559-621-2053  
Email: michelle.wooten@fresno.gov

**Project Director authorized to administer the project:**

Name: Mindy Casto  
Title: Deputy Police Chief  
Address: 2323 Mariposa Mall, Fresno, CA 93721  
Phone: 559-621-2101  
Email: mindy.casto@fresno.gov

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

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

## EXHIBIT A: SCOPE OF WORK

### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Prop 64 PH&S Grant Program Cohort 2 Request for Proposals and Attachment 2: Grant Proposal.

### 5. REPORTING REQUIREMENTS

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

#### Quarterly Progress Report Periods

1. May 1, 2021 to June 30, 2021
2. July 1, 2021 to September 30, 2021
3. October 1, 2021 to December 31, 2021
4. January 1, 2022 to March 31, 2022
5. April 1, 2022 to June 30, 2022
6. July 1, 2022 to September 30, 2022
7. October 1, 2022 to December 31, 2022
8. January 1, 2023 to March 31, 2023
9. April 1, 2023 to June 30, 2023
10. July 1, 2023 to September 30, 2023
11. October 1, 2023 to December 31, 2023
12. January 1, 2024 to March 31, 2024
13. April 1, 2024 to April 30, 2024

#### Due no later than:

- August 15, 2021  
November 15, 2021  
February 15, 2022  
May 15, 2022  
August 15, 2022  
November 15, 2022  
February 15, 2023  
May 15, 2023  
August 15, 2023  
November 15, 2023  
February 15, 2024  
May 15, 2024  
June 15, 2024

*Note: Project activity period ends April 30, 2024. The period of May 1, 2024 to October 31, 2024 is for completion of Final Local Evaluation Report and the financial audit only.*

#### B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

#### Due no later than:

- August 1, 2021  
October 31, 2024

#### C. Other

Financial Audit

#### Due no later than:

October 31, 2024

### 6. PROJECT 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 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 also required for all subcontractors and consultants.

## EXHIBIT A: SCOPE OF WORK

- 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.

### 7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Prop 64 PH&S Scoring Panel (see Contract Appendix A) from receiving funds from the Prop 64 PH&S Cohort 2 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Scoring Panel membership roster (see Contract Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

### 8. FINANCIAL AUDIT

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, October 31, 2024. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

**Quarterly Invoicing Periods:**

1. May 1, 2021 to June 30, 2021
2. July 1, 2021 to September 30, 2021
3. October 1, 2021 to December 31, 2021
4. January 1, 2022 to March 31, 2022
5. April 1, 2022 to June 30, 2022
6. July 1, 2022 to September 30, 2022
7. October 1, 2022 to December 31, 2022
8. January 1, 2023 to March 31, 2023
9. April 1, 2023 to June 30, 2023
10. July 1, 2023 to September 30, 2023
11. October 1, 2023 to December 31, 2023
12. January 1, 2024 to March 31, 2024
13. April 1, 2024 to April 30, 2024

**Due no later than:**

- August 15, 2021  
November 15, 2021  
February 15, 2021  
May 15, 2021  
August 15, 2022  
November 15, 2022  
February 15, 2023  
May 15, 2023  
August 15, 2023  
November 15, 2023  
February 15, 2024  
May 15, 2024  
June 15, 2024

**Final Invoicing Periods\*:**

14. May 1, 2024 to June 30, 2024
15. July 1, 2024 to October 31, 2024

**Due no later than:**

- August 15, 2024  
December 15, 2024

*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project period, April 30, 2024, and included on the invoice due June 15, 2024. Project expenditures incurred after April 30, 2024 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by October 31, 2024. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1, 2024 to October 31, 2024 must be submitted on the invoice due December 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2024.
- D. The financial audit is due to BSCC by October 31, 2024. Expenditures incurred solely for the completion of the financial audit during the period of May 1, 2024 to October 31, 2024 must be submitted on the invoice due December 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2024.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 2. 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.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

### 3. BUDGET CONTINGENCY CLAUSE.

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15<sup>th</sup> of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3). The 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 funding made available to the BSCC pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3)(C).
- B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals Cohort 2, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### 4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. 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.

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### **5. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### **6. 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 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 may 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; and
  - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial 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 deemed 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.

**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

**7. PROJECT BUDGET**

<b>BUDGET LINE ITEMS</b>	<b>GRANT FUNDS</b>
1. Salaries and Benefits	\$ 494,823
2. Services and Supplies	\$ 78,050
3. Professional Services	\$ 14,000
4. Non-Governmental Organizations (NGO) Contracts	\$ 1,225,047
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 41,137
6. Equipment / Fixed Assets	\$ 41,000
7. Data Collection / Enhancement	\$ 1,500
8. Program Evaluation	\$ 15,000
9. Sustainability Planning	\$ 10,000
10. Other (include travel & training costs)	\$ 22,500
11. Financial Audit	\$ 15,000
<b>TOTAL</b>	<b>\$ 1,958,057</b>

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
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 the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor 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 and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor 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; and
- B. The contractor, to the best of its knowledge is fully complying 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.

**17. 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.

**18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

**EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1. GRANTEE'S GENERAL RESPONSIBILITY**

- D. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- E. Grantee is responsible for the performance of all project activities identified in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.
- F. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

### **2. 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 Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

#### **C. 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.

### **3. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Prop 64 PH&S Grant Cohort 2 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

### 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor'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 State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, 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 Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

## 4. PROJECT ACCESS

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 including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

## 5. 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. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2023). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years 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.

## 6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (required as Attachment F of the original Proposal Package).

### **7. MODIFICATIONS**

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 Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposals/Application for Funding, or approved modifications. Changes shall not be implemented by the project until authorized in writing by the BSCC.

### **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
  - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Prop 64 PH&S Request for Proposal/Application for Funding, or approved modifications; and
  - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### **9. UNION ACTIVITIES**

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant 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.

### **10. WAIVER**

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.

**PROPOSITION 64  
PUBLIC HEALTH & SAFETY  
GRANT PROGRAM  
COHORT 2**

**PROPOSAL PACKAGE\*  
COVER SHEET**

**Submitted by (Name of eligible applicant):**

City of Fresno

**DATE SUBMITTED TO THE BSCC:**

1/29/2021

*\*The Proposition 64 Public Health and Safety Grant Program Proposal Package is provided in a fillable format. Using the Tab key will allow the applicant access to those areas requiring information.*

**PROPOSITION 64 PUBLIC HEALTH & SAFETY GRANT PROGRAM:  
PROPOSAL CHECKLIST**

A complete proposal package for funding under the Proposition 64 PH&S Grant Program must contain the following items:

<b>Required Items:</b>		✓
1	Cover Sheet (previous page)	☒
2	Proposition 64 PH&S Grant Program Proposal Checklist <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	☒
3	Applicant Information Form <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	☒
4	Proposal Abstract <ul style="list-style-type: none"> <li>No more than one (1) page</li> </ul>	☒
5	Proposal Narrative to include Project Need, Project Description, Project Evaluation Sections <ul style="list-style-type: none"> <li>No more than eight (8) pages</li> </ul>	☒
6	Project Work Plan <ul style="list-style-type: none"> <li>No more than 2 pages using the template provided (see Appendix L for instructions)</li> </ul>	☒
7	Budget Information (Budget Table & Narrative) <ul style="list-style-type: none"> <li>Use BSCC templates provided</li> <li>Budget Narrative must be no more than four (4) pages</li> </ul>	☒
8	Additional Request for Proposals Information, if applicable <ul style="list-style-type: none"> <li>No more than two (2) pages</li> </ul>	☒
9	Letter(s) of Commitment	☒
10	Letter of Eligibility (see Appendix B)	☒
11	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix F) <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	☒
12	Criteria for Non-Governmental Organizations Receiving Proposition 64 Public Health and Safety Grant Funds (Appendix K) <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	☒
<b>Optional:</b>		
13	Governing Board Resolution (Appendix E) <i>Note: The Governing Board Resolution is due prior to contract execution but is <u>not</u> required at the time of proposal submission.</i>	☐

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X

  
Applicant Authorized Signature (Blue Ink Only or E-signature) (see Applicant Information Form, Part O, next page)

**\*\*\*ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE  
ALLOWED PAGE LIMIT WILL NOT BE CONSIDERED\*\*\***

**Proposition 64 Public Health & Safety Grant Program  
Applicant Information Form**

<b>A. APPLICANT: City of &lt;Name&gt; or &lt;Name&gt; County</b>		<b>B. TAX IDENTIFICATION NUMBER:</b>	
NAME OF APPLICANT City of Fresno		TAX IDENTIFICATION # 94-6000338	
STREET ADDRESS 2600 Fresno Street	CITY Fresno	STATE CA	ZIP CODE 93721
MAILING ADDRESS (if different) P.O. Box 1271	CITY Fresno	STATE CA	ZIP CODE 93715-1271
<b>C. PROJECT TITLE:</b>	Collaborative Effort to Address the Affects of the Legalization of Cannabis Involving our Youth		
<b>D. PROJECT SUMMARY (100-150 words):</b>	<b>E. GRANT FUNDS REQUESTED:</b>	\$ 1,958,057	
The City of Fresno in partnership with the City of Mendota, Fresno Economic Opportunities Commission (FEOC) and the Boys and Girls Club of Fresno County will provide services to the youth and young adolescents on the impacts of the legalization of cannabis. The Public Health purpose area of the proposal will provide mental health and substance abuse services and internships/apprenticeships to the youth and young adolescents who reside in the City of Fresno and the rural community of the City of Mendota. The Fresno Police Department will address the Public Safety area of the project in that they will provide community outreach and education to the residents and businesses in the City of Fresno on the impacts of the legalizaton of cannabis within the City.			
<b>F. PROJECT PURPOSE AREA 1- YOUTH DEVELOPMENT/YOUTH PREVENTION &amp; INTERVENTION (MANDATORY): Must be at least 10% of the amount in Section E</b>			\$ 1,225,047
<b>G. PROJECT PURPOSE AREAS 2, 3, &amp; 4 (In addition to PPA 1, check all that apply for the proposed project)</b>			
<input checked="" type="checkbox"/> PPA 2: Public Health <input checked="" type="checkbox"/> PPA 3: Public Safety <input type="checkbox"/> PPA 4: Environmental Impact			
<b>H. LEAD PUBLIC AGENCY:</b>		City of Fresno Police Department	
<b>I. PROJECT DIRECTOR:</b>			
NAME Patrick Farmer	TITLE Deputy Chief of Police	DEPARTMENT/AGENCY Fresno Police Department	
STREET ADDRESS 2323 Mariposa Mall		CITY Fresno	
STATE CA	ZIP CODE 93721	TELEPHONE NUMBER 559.621.2201	
EMAIL ADDRESS patrick.farmer@fresno.gov			
<b>J. FINANCIAL OFFICER:</b>			
NAME Desiree Perry	TITLE Business Manager	DEPARTMENT/AGENCY Fresno Police Department	
STREET ADDRESS 2326 Fresno Street		CITY Fresno	
STATE CA	ZIP CODE 93721	TELEPHONE NUMBER 559.621.2053	
EMAIL ADDRESS desiree.perry@fresno.gov			
PAYMENT MAILING ADDRESS (if different) P.O. Box 1271	CITY Fresno	STATE CA	ZIP CODE 93715-1271

**K. DAY-TO-DAY PROGRAM CONTACT:**

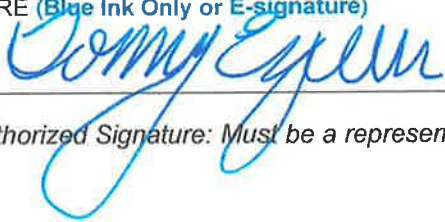
NAME Mindy Casto	TITLE Police Captain	DEPARTMENT/AGENCY Fresno Police Department
STREET ADDRESS 2323 Mariposa Mall		CITY Fresno
STATE CA	ZIP CODE 93721	TELEPHONE NUMBER 559.621.2486
EMAIL ADDRESS mindy.casto@fresno.gov		

**L. DAY-TO-DAY FISCAL CONTACT:**

NAME Anita Villarreal	TITLE Management Analyst II	DEPARTMENT/AGENCY Fresno Police Department
STREET ADDRESS 2326 Fresno Street		CITY Fresno
STATE CA	ZIP CODE 93721	TELEPHONE NUMBER 559.621.2305
EMAIL ADDRESS anita.villarreal@fresno.gov		

**M. AUTHORIZED SIGNATURE\*:**

By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.

NAME OF AUTHORIZED OFFICER Thomas Esqueda	TITLE City Manager	TELEPHONE NUMBER 559.621.7048
STREET ADDRESS 2600 Fresno Street	CITY Fresno	STATE CA
EMAIL ADDRESS thomas.esqueda@fresno.gov	ZIP CODE 93721	
SIGNATURE (Blue Ink Only or E-signature) 		DATE 1/29/2021

\* Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant.

## Proposition 64 Public Health & Safety Grant Program Request for Proposals Document

### Proposal Abstract

The Proposal Abstract may not exceed one (1) page.

The City of Fresno is requesting \$1,958,057 in Proposition 64 funds for a Public Health and Safety grant from the Board of State and Community Corrections (BSCC). The City of Fresno, City of Mendota, Fresno Economic Opportunities Commission (Fresno EOC) and the Boys and Girls Club of Fresno County have partnered on this proposal to first and foremost address Project Purpose Area 1: Youth Development/Youth Prevention and Intervention. The need is great among our youth, who will greatly benefit from both youth development activities designed to help them build competencies to become successful adults and youth prevention/intervention activities designed to prevent youth substance use and addiction and promote healthy behaviors and environments. Fresno EOC will provide youth job training/internships, hire a clinical psychologist and two substance abuse counselors, and conduct youth outreach in the City of Mendota. The Boys & Girls Club will provide a range of curriculums to youth focused on drug and gang prevention, personal choices and development, and academic support. At the same time, the City of Fresno and the City of Mendota are dedicated to Project Purpose Area 3: Public Safety so that they may address the safety concerns of cannabis more broadly. The City of Fresno will fund a Community Services Officer to help build trust in the community and be a liaison between cannabis retailers and the City Council. The City of Mendota will also fund a Community Services Officer who will conduct public outreach and education events. The capacities of the City of Fresno and City of Mendota will be expanded to meet the challenges associated with cannabis legalization while improving community relations and trust with law enforcement.

The City of Fresno's proposal will allow for the development of a comprehensive approach to address the impacts of cannabis legalization in our communities through coordinated efforts. Across all activities included in this proposal, a total of 4,165 individuals will be served, with our primary focus being on youth under the age of 21.

## Proposal Narrative

The Proposal Narrative section may not exceed eight (8) pages in totality. See pages 19-20 for corresponding Rating Factors and Criteria.

### 1. Project Need (Percent of Total Value: 25%)

Fresno County lies in the geographic and agricultural heart of California and home to over 999,000 residents. The Cities of Fresno and Mendota are located within Fresno County. Fresno County faces significant challenges that threaten the economic vitality and quality of life for its residents. Among the challenges the City of Fresno's Prop 64 project would address in partnership with the City of Mendota are high rates of marijuana use among youth under the age of 21. According to the California Department of Health Services treatment admission data, marijuana is the number one drug for admission averaging 1,445 admissions per year between 2013-14 and 2016-17(1). In Fresno County, according to the 2019 Fresno County Student Insight Survey, marijuana was the primary drug of choice for youth ages 12-17; with 82% indicating marijuana was their primary drug of choice in the Fresno metropolitan area and 67% indicating the same in the western part of the County where Mendota is located. These statistics are alarming because youths' brains are still developing, and marijuana use in this age range can lead to declines in school performance, increased risk for mental health issues, impaired driving, and potential for addiction(2) According to the U.S. Drug Enforcement Administration, "of adults 26 or older who used marijuana before age 15, 62% went on to use cocaine at some point in their lives; 9% went on to use heroin at least once; and 54% made some nonmedical use of mind-altering prescription drugs. Fresno County youth experience high rates of Substance Use Disorders (SUDs), and was identified as one of the top five counties with the highest proportion of youth admitted into Department of Health Care Services (DHCS) monitored SUD treatment facilities.(3) In 2017-2018, Fresno County had nearly 3,000 youth under 26, with over half being between the ages of 12-17, admitted for SUD services(4). Of concern not only for youth, but also for the general public, is the increasing potency of cannabis products. A study published in the National Center for Biotechnology Information found that marijuana products seized by the U.S. Drug Enforcement Administration found the potency increased from about 4% THC in 1995 to about 12% in 2014. By 2017, another study published by the Center showed that the potency had gone up to 17%, which is a 300%

increase from 1995. This is particularly dangerous for youth, but can also lead to negative effects in adults who are not consuming responsibly, including anxiety and paranoia. Additionally, a study published by the Journal of Drug Issues found that the proportion of marijuana users who smoke daily has rapidly grown, and that many of those frequent users are poor and lack a high-school diploma. The 2017 U.S. Census data indicates more than a third (36.5%) of all youth in Fresno County are living in poverty, 14% of adults 25 years and older have less than a 9th grade education, nearly three times more than the U.S. rate of 5%. In the rural community of Mendota located 45 minutes from Fresno, 62% of children live in poverty, 52% of those 25 years and older living in Mendota have less than a 9th grade education and 35% of 18- to 24-year-olds do not have a high school degree. As a result, the City of Fresno, in partnership with the City of Mendota, has chosen to collaborate with Fresno Economic Opportunities Commission (Fresno EOC) and the Boys and Girls Club to first and foremost address PPA 1: Youth Development/Youth Prevention and Intervention. As evidenced by the above data, the need is great among our youth, who would greatly benefit from both youth development activities designed to help them build competencies to become successful adults and youth prevention/intervention activities designed to prevent youth substance use and addiction and promote healthy behaviors and environments. At the same time, the City of Fresno and the City of Mendota are prioritizing PPA 3: Public Safety so that they may address the aforementioned impacts of cannabis more broadly. Currently, there are a handful of general substance use prevention/intervention programs at the school-level, but the cities of Fresno and Mendota lack a coordinated, comprehensive approach to address public health and safety needs associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA). Therefore, a Prop 64 grant would help our project have significant impact on the above challenges our cities are experiencing

## **2. Project Description (Percent of Total Value: 50%)**

PPA 1 Youth Development/Youth Prevention and Intervention: The City of Mendota will conduct twelve meetings and six events annually for youth. These events will consist of healthy opportunities for youth to gain positive experiences and cultivate supportive social connections. Events may consist of volunteer opportunities, community walk-a-thons, freestyle painting events, karaoke nights at a local business, and socializing opportunities

between youth and local senior citizens. These activities and services will provide much needed attention to local youth to prevent and divert them from drug use. The Mendota Police Department (MPD) and Mendota Unified School District have fostered a great working relationship over the last three years. Three MPD School Resources Officers monitor five campuses. This partnership has created a trusting connection among parents, students, and school officials. With this partnership and grant funding from Proposition 64, the City of Mendota will enhance existing services that will flow to where the needs are in the community outside of school grounds. Fresno EOC will use a portion of allocated grant funds for 30 spots in its Training & Employment (T&E) youth job training/internship program during the three-year grant term. T&E's workforce program targets high school graduates and out-of-school youth and provides them with paid work-based training, career mentoring, and educational support. Participants meet with job coaches to create training plans based on their career goals, and complete soft skills training for job readiness, resume and interview skills, and financial literacy. Many also take courses to improve workplace collaboration like Conflict Resolution and Anger Management. They receive job placements based on interest and ability, via a network of local employers like tech startups and the Chamber of Commerce. After interning for 150 hours, T&E seeks feedback from interns regarding their experiences, skills they learned, and ways to improve their training. Upon graduating from the internship, T&E provides follow-up services like support groups, resume updating, job application assistance, and interview preparation for a year or more to increase the likelihood of permanent job placement and retention. Fresno EOC will recruit and hire a clinical psychologist to provide therapy for youth referrals. Fresno EOC will also recruit and hire two substance abuse counselors dedicated to working with youth referrals from all partners in this project. The psychologist and substance abuse counselors will use trauma-informed, culturally relevant, developmentally appropriate methodologies. Fresno EOC's Community Outreach Specialists will conduct monthly youth-focused activities in Mendota including but not limited to peer support groups, drug-alternative social events, LGBTQ+ friendly safe spaces, and more. The Boys & Girls Club of Fresno County will implement youth prevention programs that increase resistance skills and teach participants to problem-solve in risky situations. With these grant funds the Boys & Girls Club will offer five programs for 225 youth, ages 10-18. The programs are: The Phoenix Curriculum is an evidence-based curriculum that provides prevention and intense

intervention components geared to young audiences utilizing five core age appropriate activities and elements: What's Important to You?, Understanding Your Feelings, Problem Solving, Risk Factors, and Protective Factors; Street SMART is an evidence-based gang and violence prevention program developed by Boys & Girls Clubs of America (BGCA) that offers expanded lessons in drug prevention and an emphasis on resiliency training. It is designed to build on protective factors, developing the key competencies youth need. Competencies developed include: Personal values and skills, Interpersonal skills, and positive sense of self; Career Launch is a proven job and career education program developed by BGCA and provides a broad range of tools and activities for staff to guide teens in exploring a variety of careers, making sound educational decisions, and preparing for the world of work. This motivates youth to stay out of gangs, explore a career, and obtain successful employment; Junior Staff – Work Experience provides teen members with age-appropriate skill-building opportunities with hands-on Club work experience in four areas: Career development, apprenticeship, customer service, and community service. Junior staff will receive work stipends in this grant; and Power Hour is a homework help and tutoring program. The goal is to increase academic success to better prepare youth to enter college and the workforce with the skills needed to compete globally. Power Hour is designed to prevent youth who are already facing skill deficits from falling further behind with today's increased learning pace.

PPA 3 Public Safety: The City of Fresno Police Department (FPD) will hire a Community Services Officer (CSO) to be the liaison among Fresno City Council, licensed retail cannabis businesses, residents and FPD Problem Oriented Policing Officers and School Resource Officers. The CSO will participate and lead neighborhood watch meetings in those districts requesting education on the impacts of the legalization of cannabis, perform community outreach at the various schools, and other duties as assigned. The City will also budget for overtime for the officers who are required to conduct enforcement and inspections on businesses not in compliance or those businesses who are operating on the black market. The City of Mendota intends to address the illegal market and ensure local cannabis retail businesses are in compliance with local and state laws. The City of Mendota plans to conduct public outreach education events. By adding the Community Services Officer (CSO) and a K-9, Mendota will be able to build relationships and trust with the community, monitor cannabis activity that may negatively impact the community if not aware of consequences for abuse and violations of the law.

Target Area: The target areas for this grant are the cities of Fresno and Mendota, which have legalized and regulated the cultivation and sale of recreational cannabis. 25.2%(5) of Fresno's population lives below the federal poverty line and the city second in the nation for concentrated poverty—the percentage of low-income individuals living in poor neighborhoods—with a concentrated poverty rate of 42.2%(6). Fresno's high poverty areas include central, southwest, and southeast. With a population of more than 97,000, these communities' challenges include not only high levels of poverty but also high levels of unemployment, gang violence, and poor health outcomes that exceed statewide averages. The City of Mendota has 40.9% of its population living below the federal poverty level(5). With limited revenue resources, the City is unable to enhance the general fund and allow the expansion of City human resources for the Police Department, so all departments are operating with minimal staff. Mendota is in need of additional funding to address needed resources to efficiently serve the community. Individuals Served: A minimum of 4,165 individuals will be served over the three-year project performance period. Fresno PD plans to serve 740 individuals, City of Mendota anticipates serving 2,520, Fresno EOC will serve 680 and the Boys and Girls Club will offer services to 225 youth ages 10-18 through their activities under this grant. The Boys & Girls Club locations in both Fresno and Mendota attract youth from low-income communities with significant needs. Approximately 60% of the Mendota Club's daily members reside in public housing, and Mendota also has a crime rate that is higher than 68% of the state's cities and towns of all sizes. The MS-13 gang committed 14 brutal murders in and around Mendota from 2015 to 2017, and it is estimated that gangs are responsible for a significant portion of the robbery, burglaries, auto theft, and drug activity. The Boys & Girls Club is the only safe place in the neighborhood where kids can go after school and in the evenings, and the staff has become the point of contact for the Fresno County Sheriff's Department and the Housing Authority when addressing these issues. The City of Fresno, which in 2020 alone saw four homicides related to black market activity and illegal dispensaries, has a need for greater community involvement and relationship-building to assist with regulating the legal cultivation and sale of cannabis. The CSO will be the eyes and ears of the police department in the community and act as a "catchall" for some of the issues related to marijuana legalization. Existing Resources to be Utilized: The activities proposed will build upon on the existing operations and resources of each partner. Fresno Police Department employs over 700 officers, 300 of which are on

patrol throughout Fresno's five policing districts. The department will handle enforcement issues and criminal activity that CSO will not be equipped to handle. Mendota Police Department currently has fifteen total officers on staff who will enhance the services to be provided under this grant. Fresno EOC operates over 30 programs across 15 service areas that serve more than 100,000 people annually, providing a comprehensive array of services that fight poverty and its root causes for all ages. Fresno EOC will use part of its portion of grant funds to expand its existing Employment and Training internship program to provide opportunities for more youth to gain work experience. The Boys & Girls Club will expand its existing programs to serve more youth through this project with curriculums focusing on drug use prevention, tutoring and academic success, and personal development. Applicant and Partner Capacity: This project will represent a collaborative effort between the City of Fresno, the City of Mendota, Fresno EOC and The Boys & Girls Club of Fresno County. The Fresno Police Department will act as the Fiscal Agent, and has a 100% successful compliance rate. The Grants Management Unit (GMU), under the Administrative Division is managed by the Grants Manager and Management Analyst II. They are responsible for oversight of all department grant related activities, and understand fiduciary responsibilities associated with federal grant funds. The GMU has participated in several audits over the years to demonstrate transparency and accountability for those funds. The GMU will conduct annual, in-person Site Monitoring Visits for all of the funded community-based organizations to ensure compliance with the program objectives and grant guidelines. The FPD Police Captain, Mindy Castro, will have direct oversight over sub grantees and lead the community and services elements in the project. She has worked for various units within the department for over 23 years including investigations, internal affairs, policy and procedures and most recently on the committee that worked on the cannabis municipal code revisions. She will also be responsible for all program related performance measures and data input for quarterly progress reporting. Kevin Smith, Chief of Police for the Mendota Police Department, has over 40 years of experience in law enforcement and 8 years as a Narcotics Investigator for the Fresno County Sheriff Department. With his background, he will lead the department and Community Services Officer to address the illegal market, increase public education and strength community relations to ensure public safety. Fresno EOC has a proven track record of providing vocational training and placement to a diverse population with a wide range of backgrounds

and barriers to employment. In particular, the agency has decades of experience serving youth who are impacted by the youth justice system, gang activity, and/or drug use. This project will draw on the experience and capacity of Fresno EOC programs such as Training and Employment Services, which provides job experience and job search assistance. Fresno EOC also has a robust internal referral network that allows clients to access any of the agency's 30+ programs depending on their need, from healthcare services, to housing assistance, to education, to food and nutrition, to utilities assistance. In addition, Fresno EOC maintains over 600 active external partnerships including Fresno Madera Continuum of Care, Central California Legal Services Inc., Centro La Familia, and Fresno Unified School District. If participants require services beyond the scope of the agency's programs, Fresno EOC staff are equipped to make appropriate the referrals. Fresno EOC has the capacity to recruit and hire the clinical psychologist and substance abuse counselors through the expertise of its Human Resources Department. The department has 12 staff from diverse backgrounds, including a Recruitment Coordinator and Recruiter, who are well-trained and experienced in finding qualified candidates for an agency with nearly 1,200 employees. The Boys & Girls Clubs of Fresno County (BGCFC) has a 72-year history of implementing excellent youth development services in Fresno County. They operate 15 Boys & Girls Clubs serving over 5,000 youth (6-18 years) and their families, and have the experience and professional staff to provide the designated outcomes required. Grant funders in the past have included OJJDP, USDA, CDBG funds and local foundations and corporate funds that require documentation and reports that validate outcomes. At the conclusion of this grant performance period, all project partners will seek additional funding opportunities either through general fund, fundraising, and donations to ensure the future of the worthwhile activities under this project.

### **3. Project Evaluation (Percent of Total Value: 15%)**

Upon notice of an award, the City of Fresno will contract with an evaluation team consisting of Fresno State Criminology Professors and graduate student assistants. In a process evaluation, both qualitative and quantitative research methodologies will be employed as part of a data triangulation strategy, while quantitative data analysis with statistical models will be emphasized in outcome evaluations to assess the impact of each program component. The methodology of the process evaluation of each program

will be designed to ensure the program is implemented according to its original plan and serves the needs of the community and target populations. To monitor the progress of program implementations while easing the burden of administrative data collection, web-based surveys with automatic e-mail reminders to program managers will be utilized. This system supports both efficient data collection in a standardized format and timely descriptive analysis of program characteristics in the process evaluation. Furthermore, qualitative research methods of field observations and interviews of participants and program managers will become a means to uncover unexpected barriers and obstacles to program implementation; adjustments in program management will be recommended through quarterly reports and meetings. The methodology of the outcome evaluation that determines each project component's success and failure includes statistical models and innovative research designs that thoroughly and properly evaluate the impact of each program component. While the gold standard of program evaluation dictates the use of randomized experiments to conclusively infer the causal effect of intervention programs, randomized experiments are not immune from challenge, most notably an ethical issue of denying the opportunity to participate in programs for the sake of scientific studies. To overcome this limitation but maintain a high scientific standard of program evaluation, CSUF will employ a propensity score matching technique that allows the analysis of the treatment group and control group with comparable characteristics without running a randomized experiment. This allows rigorous examination of the program outcomes without compromising ethical resource principles. The propensity score analysis is an innovative but proven evaluation methodology; which was applied to evaluations of gang interventions including G.R.E.A.T. and Operation Ceasefire in Boston. When conducting propensity score analysis, CSUF will take advantage of existing program surveys/intakes previously conducted re-analyze and compare with the participants of the proposed program. The results of both process and outcome evaluations will be thoroughly documented in quarterly and Final Local Evaluation Reports. Detailed descriptions of programs will be provided as part of the process evaluation which allows critical assessment and replication of the approach in different settings.

## Prop 64 PH&S Grant Program Request for Proposals Project Work Plan

The Project Work Plan may not exceed two (2) pages. See Appendix L for full instructions.

<b>(1) Goal:</b>	Improve the lives of youth by providing opportunities for them to build competencies needed to become successful adults.		
Objectives (A., B., etc.)	27 youth will successfully complete a paid 150-hour internship program and be better prepared to enter either higher education or employment.  175 youth will participate in the youth programming that will increase resistance skills and develop problem solving skills for risky situations.		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date      End Date
Recruit and place 30 youth into paid interships. Conduct soft skills training as well as training related to occupations in for profit, non profit and public sector employment.		Fresno EOC	May 1, 2021      April 30, 2024
Recruit and place 175 youth into one or more of the following Boys and Girls Club programs: Phoenix Curriculum, Career Launch, Junior Staff Work Experience, or Power Hour.		Boys & Girls Club of Fresno County	May 1, 2021      April 30, 2024
<b>(2) Goal:</b>	Improve the lives of youth by supporting them in establishing healthy behaviors needed to become successful adults.		
Objectives (A., B., etc.)	300 youth will receive therapy and substance abuse counseling services.  50 youth will participate in the Street SMART evidence-based gang and violence prevention program.		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date      End Date
Recruit and hire the clinical psychologist and two substance abuse counselors, and accept youth referrals from project partners		Fresno EOC	May 1, 2021      April 30, 2024
Recruit and enroll 50 youth in the Street SMART program		Boys & Girls Club of Fresno County	May 1, 2021      April 30, 2024
<b>(3) Goal:</b>	Improve public safety in the communities of Fresno and Mendota through education and community service		
Objectives (A., B., etc.)	740 youth will be reached through School Resource Officers (SROs) and Community Service Officers (CSOs).  Improve community perception and relationships with law enforcement.		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date      End Date
Establish a round table of representatives from all grant partners to meet at minimum on a semi-annual basis.		City of Fresno City of Mendota Fresno EOC Boys & Girls of Fresno County	May 1, 2021      April 30, 2024
Establish protocols in addressing concerns related to the legalization of cannabis within the cities of Fresno and Mendota.		City of Fresno City of Mendota	May 1, 2021      April 30, 2024
<b>(4) Goal:</b>			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives			Timeline

Proposal Budget

**4. Project Budget – Table and Narrative (Percent of Total Value: 10%)**

**A. Budget Table** (use the table provided below): Applicants are limited to the use of the Line Item categories listed and are not required to request funds for every Line Item listed. If a budget line item is not applicable for the proposed project, complete with entering \$0.

**Total Grant Funds Requested:** Complete this column, for the total grant funds requested for the full 3-Year grant funding term (May 1, 2021 to April 30, 2024) for all grant related activities/items. The Total amount for this column must equal the dollar amount provided in Section E of the Application Information Form. Use whole numbers only.

**Grant Funds Proposed for PPA 1** (Youth Development/Youth Prevention & Intervention):

Of the grant funds requested within each line item for the “Total Grant Funds Requested” column, complete this column for the grant funds to be used specifically for the mandatory PPA 1- Youth Development/Youth Prevention & Intervention for the full 3-Year grant funding term (May 1, 2021 to April 30, 2024). This column **MUST** total at least ten percent (10%) of the Total Grant Funds Requested column and must equal the dollar amount provided in Section F of the Application Information Form. Use whole numbers only.

**Please verify total amounts as columns do not auto-calculate.**

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS REQUESTED		*GRANT FUNDS PROPOSED FOR PPA 1
1. Salaries and Benefits	\$ 494,823	→	\$ 0
2. Services and Supplies	\$ 78,050	→	\$ 0
3. Professional Services	\$ 14,000	→	\$ 0
4. Non-Governmental Organizations (NGO) Contracts	\$ 1,225,047	→	\$ 1,225,047
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 41,137	→	\$ 0
6. Equipment / Fixed Assets	\$ 41,000	→	\$ 0
7. Data Collection / Enhancement	\$ 1,500	→	\$ 0
8. Program Evaluation	\$ 15,000	→	\$ 0
9. Sustainability Planning	\$ 10,000	→	\$ 0
10. Other (include travel & training costs)	\$ 22,500	→	\$ 0
11. Financial Audit	\$ 15,000	→	\$ 0

## Budget Narrative

The Budget Narrative may not exceed four (4) pages. Dollar amounts must be in whole numbers and match the corresponding Line Item amounts provided in the Budget Table.

### 1. **Salaries and Benefits:** \$ 494,823

1 FTE FPD Community Services Officer - will be the liaison between Fresno City Council, licensed retail cannabis businesses, residents in the community and the FPD Problem Oriented Policing (POP) Officers and School Resource Officers (SRO). This person will participate and lead neighborhood watch meetings in those districts requesting education on the impacts of the legalization of cannabis, perform community outreach at the various schools, forward any complaints received from the community as it relates to cannabis, and other cannabis related duties as assigned.

Salary: \$43,467 per year /Fringe: \$27,962 per year X 3 years = \$214,287

FPD Police Officer(s) - will conduct enforcement (administrative and/or criminal) on businesses not in compliance with the city municipal codes, perform inspections as needed, and conduct investigations on those businesses operating on the black market.

Salary: \$66.94 per hour X 177.84 hours per year X 3 years = \$35,713

2 FTE Mendota Community Services Officers - will be the liaison between Mendota City Council, licensed retail cannabis businesses, residents in the community and the MPD Problem Oriented Policing (POP) Officers and School Resource Officers (SRO).

Salary: \$126,640 (\$22.55 per hour X 936 hours X 3 years X 2 people)

2 FTE Mendota Administrative Assistant I - will be responsible for the Administrative components of the grant (progress reports)

Salary: \$115,015.68 (\$20.48 per hour X 936 hours X 3 years X 2 people)

.5 FTE Mendota K9 officer - will be responsible for community engagement and enforcement will needed.

Salary: \$3,166.02 (\$87.95 X 3 years X 1 person)

### 2. **Services and Supplies:** \$ 78,050

City of Mendota - to conduct 6 community relations events per year (\$3,400 per event X 18 events = \$61,200)

City of Mendota - to host one community meeting per month (\$100 per meeting X 1 per month X 36 meetings = \$3,600)

City of Mendota - purchase a drone to use for surveillance (\$3,350); purchase hand held tablets (2 X \$1,200 = \$2,400) for use by the CSOs (2)

City of Mendota - to purchase K9 supplies, food and for veterinarian appointments for the K9 (\$2,500 per year X 3 years = \$7,500)

**3. Professional Services: \$ 14,000**

City of Mendota - Consultant fees, legal service fees and information service fees

**4. Non-Governmental Organizations (NGO) Contracts: \$ 1,225,047**

Fresno EOC: Salary/fringe: 1 FTE Licensed Therapist/Supervisor - \$88,400 X 3 years = \$265,200; 2 FTE Substance Abuse Counselors - \$40,183 X 3 years X 2 persons = \$241,098; 1 .08 FTE Community Outreach Specialist = \$7,681; 1 .10 FTE Business Account Specialist = \$11,814

Fresno EOC: Operating Costs = \$247,310 (office supplies, facility rentals, meeting costs, mileage, computers, program supplies, leasing copier, communication costs, and staff clearance costs)

Fresno EOC: Indirect Costs = \$99,000

Boys and Girls Club of Fresno County: \$87,998 - Salary/fringe for 8 Unit Directors and 16 Program Assistants. The listed personnel will oversee the programs of the proposal at the 9 Club sites within the Cities of Fresno and Mendota. Salary: 24 staff X \$1,200 per month X 3 years = \$86,400; Fringe - \$22.19 X 24 staff X 3 years = \$1,598

**5. Indirect Costs (not to exceed 10% of the actual total direct project costs): \$ 41,137**

City of Mendota - 10% of total project. To administer the proposal objectives and goals.

**6. Equipment / Fixed Assets: \$ 41,000**

City of Mendota - to purchase a new K9 for use at schools for educational events as well as enforcement of illegal drug activity involving marijuana (\$12,000). Purchase a patrol vehicle with signage for use by the K9 officer (\$29,000)

**7. Data Collection / Enhancement: \$ 1,500**

City of Mendota - to upload network software to the patrol vehicle and the handheld tablets being utilized by the K9 Officer and CSO.

**8. Program Evaluation: \$ 15,000**

Local Evaluation Plan will be conducted by a team of California State University, Fresno Department of Criminology Professors and graduate Assistants.

The existing collaborative efforts with evaluation team facilitates efforts in contracting with them to design and develop effective research methodologies, conduct data collection, and program analysis/evaluation on the proposed projects as directed by RFP. Salary:  $\$11,712 \times .29 \times 3 \text{ years} = \$10,550$ ; Indirect costs =  $\$4,450$

**9. Sustainability Planning: \$ 10,000**

City of Mendota -

**10. Other (include travel and training costs): \$ 22,500**

City of Mendota -  $\$22,000$  for K9 and CSO training

City of Fresno -  $\$500$  to attend the mandatory new BSCC Grantee Orientation in Sacramento, CA. Hotel:  $\$150 \text{ per night} \times 2 \text{ nights} \times 1 \text{ person} = \$300$ ; Per Diem:  $\$66.25 \times 3 \text{ days} \times 1 \text{ person} = \$199$

**11. Financial Audit: \$ 15,000**

Brown Armstong, the Certified Public Accountants for the City of Fresno, will perform the financial audit of the grantee's financial records at the end of the grant performance period. Brown Armstong has prepared the Single Audit Questionnaire for over 10 years for the City of Fresno. They are a reputable accounting firm with at least 40 years in the accounting business.

It is the auditor's responsibility to express an opinion on compliance for each of the City's major federal and state programs based on our audit of the types of compliance requirements. Brown Armstong conducts audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance).

## Additional Request for Proposals Information

Applicants may include a maximum of two (2) additional numbered pages entitled "Additional RFP Information" to the Proposal Package. These pages must have a one-inch margin on all four sides and may only include endnotes, tables, charts, graphs and/or graphics, must be cited referenced within the Proposal Narrative, must directly support the Proposal Narrative, and must be legible.

- (1) California Outcomes Measurement System
- (2) Center for Disease Control
- (3) Department of Health Care Services, 2014
- (4) Fresno County Department of Behavioral Health (FCDBH), 2018
- (5) United States Census Bureau
- (6) 24/7 Wall Street, 2018



# CITY OF MENDOTA

*"Cantaloupe Center Of The World"*

January 29, 2021

Board of State and Community Corrections  
2590 Venture Oaks Way, Ste. 200  
Sacramento, CA 95833

To whom it may concern,

Please accept this letter as indication of the City of Mendota's strong commitment to the City of Fresno's submission for a Proposition 64 Public Health & Safety grant.

The City of Mendota understands the public health and safety challenges related to the legalization of the cultivation and sale of recreational cannabis in our community. Our organization stands ready to address these challenges as a partner on this proposal and is committed to providing the following activities with these grant funds:

1. Hire a Community Services Officer to build relationships and trust in the community;
2. Purchase a K-9 unit to assist with enforcement;
3. Conduct public outreach and events to raise awareness about the illegal cannabis market.

The City of Mendota understands the significant need for programs and resources to serve youth in our communities. We are excited about this partnership with the City of Fresno, the Boys & Girls Club, and Fresno EOC. The City of Mendota hopes that the Board of State and Community Corrections will strongly consider this proposal.

Sincerely,

Cristian Gonzalez  
City Manager

January 29, 2020

Board of State and Community Corrections  
2590 Venture Oaks Way, Ste. 200  
Sacramento, CA 95833

To whom it may concern,

Please accept this letter as indication of Fresno EOC's strong commitment to the City of Fresno's submission for a Proposition 64 Public Health & Safety grant.

Fresno EOC understands the public health and safety challenges related to the legalization of the cultivation and sale of recreational cannabis in our community. As the designated Community Action Agency of Fresno County for the past 56 years, Fresno EOC stands ready to address these challenges as a partner on this proposal and is committed to providing the following activities with these grant funds:

1. Recruit and enroll 30 youth in 150-hour paid internships through Fresno EOC's Training & Employment services,
2. Hire a clinical psychologist and two substance abuse counselors to provide therapy and counseling for youth referrals from project partners, and
3. Conduct monthly, youth-focused activities in the City of Mendota, including but not limited to peer support groups, drug-alternative social events, and LGBTQ+ safe spaces.

Fresno EOC understands the significant need for programs and resources to serve youth in our communities. We are excited about this partnership with the City of Fresno, City of Mendota and the Boys and Girls Club of Fresno County. Fresno EOC hopes that the Board of State and Community Corrections will strongly consider this proposal.

Sincerely,



Emilia Reyes  
Chief Executive Officer



**BOYS & GIRLS CLUBS**  
OF FRESNO COUNTY

January 29, 2020

Board of State and Community Corrections  
2590 Venture Oaks Way, Ste. 200  
Sacramento, CA 95833

**Administrative Office**  
540 N. Augusta  
Fresno, CA 93701  
(559) 266-3117  
FAX (559) 266-0664  
[www.bgc-fresno.org](http://www.bgc-fresno.org)

To whom it may concern,

**President/CEO**  
Diane Carbray

Please accept this letter as indication of the Boys & Girls Clubs of Fresno County's strong commitment to the City of Fresno's submission for a Proposition 64 Public Health & Safety grant.

**President Emeritus**  
Kenneth Quenzer

The Boys & Girls Clubs understands the public health and safety challenges related to the legalization of the cultivation and sale of recreational cannabis in our community. Our organization stands ready to address these challenges as a partner on this proposal and is committed to providing the following activities with these grant funds:

**Board of Directors**  
Michael Goldfarb, Chair  
Nick Bellasis  
Mary Braa  
Jamin Brazil  
Lee Anne Briscoe  
Larry Duncan  
Paul Gibson  
Roy Hernandez  
Charlene L. Heuer  
Corey Jackson  
Barry Maas  
David Martin  
Steve Miller  
Lisa Nilmeier  
Duane Oswald  
Sue Quigley  
Alex Ramirez  
Timothy Thompson  
Ryan Toncheff

1. Provide youth prevention programs that increase resistance skills and teach participants to problem-solve in risky situations, including the following:
  - a. Drug prevention and intervention;
  - b. Personal values, decision making, and emotional intelligence education;
  - c. Gang and violence prevention;
  - d. Job and career education; and
  - e. Homework help and tutoring.

**Board of Trustees**  
President Joseph Castro  
Former Chief Jerry Dyer  
John Ferdinandi  
William Lyles  
Steve Magarian  
Sheriff Margaret Mims  
James Pardini  
Justice Chuck Poochigian  
Dr. Jeryl Wiens  
Adrian Williams

The Boys & Girls Clubs understands the significant need for programs and resources to serve youth in our communities. We are excited about this partnership with the City of Fresno, City of Mendota and Fresno EOC. The Boys & Girls Clubs hopes that the Board of State and Community Corrections will strongly consider this proposal.

Sincerely,

Diane Carbray  
President/CEO

**Honorary Life Directors**  
Larry Buss

*Please consider including the  
Boys & Girls Clubs of Fresno  
County in your  
Will or Estate plans*

**GREAT FUTURES START HERE.**



**THOMAS ESQUEDA**  
**CITY MANAGER**

**APPENDIX B**  
**LETTER OF ELIGIBILITY**

As an applicant, our jurisdiction(s) does not ban (i.e., prohibit, forbid, or bar):


- All indoor commercial cannabis cultivation (including mixed light cultivation) Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true:  
Article 33 – Cannabis Retail Business and Commercial Cannabis Business. Section 9-3312. – Operating Requirements for Cultivator (Added Ord. 2018-68, § 1, eff. 1-24-19; Am. Ord. 2020-002, §, 11, eff. 3-20-2020)
- All outdoor commercial cannabis cultivation Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true:  
Outdoor Cultivation Prohibited. The cultivation of all cannabis must occur indoors. All outdoor cultivation, including outdoor greenhouse cultivation, is prohibited. Article 33 – Cannabis Retail Business and Commercial Cannabis Business Section 9-3312. – Operating Requirements for Cultivator (a) General. (2) (Added Ord. 2018-68, § 1, eff. 1-24-19; Am. Ord. 2020-002, §, 11, eff. 3-20-2020)
- Establishment of business(es) licensed under Division 10 of the Business and Professions Code Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true:  
Article 33 – Cannabis Retail Business and Commercial Cannabis Business Section. 9-3303 - Compliance with Laws (Added Ord. 2018-68, § 1 eff. 1-24-19)  
Section. 9-3305 - Commercial Cannabis Business Permit Required to Engage in Commercial Cannabis Activity. (Added Ord. 2018-68, § 1 eff. 1-24-19)  
Section. 9-3306 – Maximum Number of Authorized Cannabis Retail Businesses and Commercial Businesses Permitted (Added Ord. 2018-68, § 1 eff. 1-24-19; Am. Ord. 2020-002, § 1, eff. 3-2-20)

**APPENDIX B  
LETTER OF ELIGIBILITY  
PAGE 2**

Section. 9-3307 – Location and Design of Retail Cannabis Businesses  
(Added Ord. 2018-68, § 1 eff. 1-24-19; Am. Ord. 2020-002, § 1, eff. 3-2-20)  
Section. 9-3308 – Location and Design of Commercial Cannabis Businesses  
(Added Ord. 2018-68, § 1 eff. 1-24-19; Am. Ord. 2020-002, § 4, 5, eff. 3-2-20)

Operation of businesses licensed under Division 10 of the Business and Professions Code

Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true:  
Article 33 – Cannabis Retail Business and Commercial Cannabis Business  
Section 9-3309 – Operating Requirements for all Commercial Cannabis Activity  
(Added Ord. 2018-68, § 1 eff. 1-24-19; Am. Ord. 2020-002, § 6-8, eff. 3-2-20)  
Section 9-3310 – Operating Requirements for a Cannabis Retail Business  
(Added Ord. 2018-68, § 1 eff. 1-24-19; Am. Ord. 2020-002, § 9, eff. 3-2-20)  
Section 9-3311 – Operating Requirements for a Distributor  
(Added Ord. 2018-68, § 1 eff. 1-24-19; Am. Ord. 2020-002, § 10, eff. 3-2-20)  
Section 9-3312 – Operating Requirements for a Cultivator  
(Added Ord. 2018-68, § 1 eff. 1-24-19; Am. Ord. 2020-002, § 11, eff. 3-2-20)  
Section 9-3313 Operating Requirements for a Testing Laboratory  
(Added Ord. 2018-68, § 1 eff. 1-24-19; Am. Ord. 2020-002, § 12, eff. 3-2-20)  
Section 9-3314 Operating Requirements for a Manufacturer  
(Added Ord. 2018-68, § 1 eff. 1-24-19; Am. Ord. 2020-002, § 13, eff. 3-2-20)  
Section 9-3315 Other Operational Requirements (Added Ord. 2018-68, § 1 eff. 1-24-19)

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement)		
NAME OF AUTHORIZED OFFICER Thomas Esqueda		TITLE City Manager
STREET ADDRESS 2600 Fresno Street		
CITY Fresno	STATE CA	ZIP CODE 93721
TELEPHONE NUMBER 559.621.7048		EMAIL ADDRESS Thomas.esqueda@fresno.gov
AUTHORIZED OFFICER SIGNATURE (Blue Ink Only or E-signature) x 		DATE 1/29/2021



# CITY OF MENDOTA

*"Cantaloupe Center Of The World"*

January 29, 2021

As a sub-applicant, our jurisdiction(s) does not ban (i.e., prohibit, forbid, or bar):

- All indoor commercial cannabis cultivation (including mixed light cultivation)  
City Council Ordinance No. 19-06, which was adopted on June 11, 2019 and is therein incorporated in the Mendota Municipal Code as Chapter 8.37, permits indoor commercial cannabis cultivation.
- All outdoor commercial cannabis cultivation  
On September 22, 2020, the City Council adopted Ordinance No. 20-16 which amended Chapter 17.99 of the Mendota Municipal Code to allow for outdoor commercial cannabis cultivation in the Commercial Cannabis Overlay Zoning District. However, Chapter 8.37 of the Mendota Municipal Code was not modified to reflect the amendment. The City of Mendota is currently taking steps to bring Chapter 8.37 in line with Chapter 17.99 and reflect the City Council's intention in 2020.
- Establishment of business(es) licensed under Division 10 of the Business and Professions Code  
City Council Ordinance No. 19-06, which was adopted on June 11, 2019 and is therein incorporated in the Mendota Municipal Code as Chapter 8.37, permits the establishment of businesses licenses under Division 10 of the Business and Professions Code.
- Operation of businesses licensed under Division 10 of the Business and Professions Code  
City Council Ordinance No. 19-06, which was adopted on June 11, 2019 and is therein incorporated in the Mendota Municipal Code as Chapter 8.37, permits the operation of businesses licenses under Division 10 of the Business and Professions Code.

The documentation detailed above will be provided to the BSCC upon request.

**APPENDIX F**  
**Certification of Compliance with BSCC Policies**  
**Regarding Debarment, Fraud, Theft, and Embezzlement**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.


Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

- I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Thomas Esqueda	TITLE City Manager	TELEPHONE NUMBER 559.621.7048	
STREET ADDRESS 2326 Fresno Street	CITY Fresno	STATE CA	ZIP CODE 93721
EMAIL ADDRESS thomas.esqueda@fresno.gov			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature)) X 			DATE 1/29/2021

## APPENDIX A: PROP 64 PH&S SCORING PANEL ROSTER

Name, Title	Organization
Gordon Baranco, Chair, BSCC Board Member	Board of State and Community Corrections
Hollie Hall, Consultant, PhD.	Watershed Resource Specialist Humboldt, Trinity, and Mendocino Counties
Tanja Heitman, Chief Probation Officer	Santa Barbara County
Amy Irani, Director	Environmental Health Nevada County
Shannan Moon, Sheriff	Nevada County
Dave Nielsen, Retired Division/Policy Chief	CA Department Alcohol & Drug Programs, CA Department of Mental Health
Michael Salvador, Police Chief	City of Atwater
Jon Heredia, Chief Legal Officer Adjunct Professor of Cannabis Law	Chief Legal Officer Mirage Medicinal Golden Gate University School of Law
Miranda Rivers, Director of Operations	Trees of Knowledge
Miamah Reed, Youth Services Specialist	Sacramento Unified School District