

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 939- 20

PURCHASING AUTHORITY NUMBER (If Applicable)

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

MONTEREY COUNTY**2. The term of this Agreement is:**

START DATE

OCTOBER 1, 2020

THROUGH END DATE

MARCH 31, 2024**3. The maximum amount of this Agreement is:****\$996,545.00****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.**

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* 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.)

MONTEREY COUNTY

CONTRACTOR BUSINESS ADDRESS

168 W. Alisal Street, 3rd Floor

CITY

Salinas

STATE

CA

ZIP

93901

PRINTED NAME OF PERSON SIGNING

Charles J. McKee

TITLE

CAO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**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

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Monterey County (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Fiscal Year 2019-20 State Budget includes funding in the amount of \$24.7 million for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) 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 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: Charles J. McKee
Title: CAO
Address: 168 W. Alisal St., 3rd Floor Salinas, CA 93901
Phone: (831) 755-5113

Designated Financial Officer authorized to receive warrants:

Name: Bruce Suckow
Title: Finance Manager
Address: 142 W. Alisal St., Suite A Salinas, CA 93901
Phone: (831) 755-5259
Email: suckowb@co.monterey.ca.us

Project Director authorized to administer the project:

Name: Joann Iwamoto
Title: Cannabis Program Manager
Address: 168 W. Alisal St., Third Floor Salinas, CA 93901
Phone: (831) 796-3017
Email: iwamotoj@co.monterey.ca.us

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 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. October 1, 2020 to December 31, 2020
2. January 1, 2021 to March 31, 2021
3. April 1, 2021 to June 30, 2021
4. July 1, 2021 to September 30, 2021
5. October 1, 2021 to December 31, 2021
6. January 1, 2022 to March 31, 2022
7. April 1, 2022 to June 30, 2022
8. July 1, 2022 to September 30, 2022
9. October 1, 2022 to December 31, 2022
10. January 1, 2023 to March 31, 2023
11. April 1, 2023 to June 30, 2023
12. July 1, 2023 to September 30, 2023

Due no later than:

- February 15, 2021
May 15, 2021
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

Note: Project activity period ends September 30, 2023. The period of October 1, 2023 to March 31, 2024 is for completion of Final Local Evaluation Report and financial audit only.

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

- February 1, 2021
March 31, 2024

C. Other

Financial Audit

Due no later than:

March 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 Executive Steering Committee (see Contract Appendix A) from receiving funds from the Prop 64 PH&S grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S ESC 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 ESC.
- B. In cases of an actual conflict of interest with an ESC 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, March 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 in 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. October 1, 2020 to December 31, 2020
2. January 1, 2021 to March 31, 2021
3. April 1, 2021 to June 30, 2021
4. July 1, 2021 to September 30, 2021
5. October 1, 2021 to December 31, 2021
6. January 1, 2022 to March 31, 2022
7. April 1, 2022 to June 30, 2022
8. July 1, 2022 to September 30, 2022
9. October 1, 2022 to December 31, 2022
10. January 1, 2023 to March 31, 2023
11. April 1, 2023 to June 30, 2023
12. July 1, 2023 to September 30, 2023

Due no later than:

- February 15, 2021
May 15, 2021
August 15, 2021
November 15, 2021
February 15, 2022
May 15, 2022
August 15, 2022
November 15, 2022
January 15, 2023
May 15, 2023
August 15, 2023
November 15, 2023

Final Invoicing Periods:

13. October 1, 2023 to December 31, 2023
14. January 1, 2024 to March 31, 2024

Due no later than:

- February 15, 2024
May 15, 2024

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on invoices 13 and 14.*

- 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, September 30, 2023, and included on the invoice due November 15, 2023. Project expenditures incurred after September 30, 2023 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by March 31, 2024. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of October 1, 2023 to March 31, 2024 must be submitted during the Final Invoicing Periods, with the final invoice due on May 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice due no later than May 15, 2024.
- D. The financial audit is due to BSCC by March 31, 2024. Expenditures incurred solely for the completion of the financial audit during the period of October 1, 2023 to March 31, 2024 must be submitted during the Final Invoicing Periods, with the final invoice due on May 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice due no later than May 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 15th 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, 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/

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.
- 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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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.

7. PROJECT BUDGET

BUDGET LINE ITEMS	GRANT FUNDS
1. Salaries and Benefits	\$ 265,104
2. Services and Supplies	\$ 204,679
3. Professional Services	\$ 146,000
4. Non-Governmental Organizations (NGO) Contracts	\$ 242,625
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 26,510
6. Equipment / Fixed Assets	\$ 19,807
7. Data Collection / Enhancement	\$
8. Program Evaluation	\$ 57,678
9. Sustainability Planning	\$
10. Other (include travel & training costs)	\$ 19,142
11. Financial Audit	\$ 15,000
TOTAL	\$996,545.00

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

- A. 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.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Prop 64 PH&S Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.
- C. 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 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 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 (March 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 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 E 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 Request for Proposal/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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

Agreement. Grantee's written demand shall be fully supported by factual information. The 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

PROPOSAL PACKAGE* COVER SHEET

Submitted by (Name of eligible applicant):

Monterey County Administrative Office

DATE SUBMITTED TO THE BSCC:

June 5, 2020

**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:

	Required Items:	✓
1	Cover Sheet (previous page)	<input type="checkbox"/>
2	Proposition 64 PH&S Grant Program Proposal Checklist <ul style="list-style-type: none"> Originally signed in blue ink by the authorized signatory (no stamped signatures) 	<input type="checkbox"/>
3	Applicant Information Form <ul style="list-style-type: none"> Originally signed in blue ink by the authorized signatory (no stamped signatures) 	<input type="checkbox"/>
4	Proposal Abstract <ul style="list-style-type: none"> No more than one (1) page 	<input type="checkbox"/>
5	Proposal Narrative to include Project Need, Project Description, Project Evaluation Sections <ul style="list-style-type: none"> No more than eight (8) pages 	<input type="checkbox"/>
6	Project Work Plan <ul style="list-style-type: none"> No more than 2 pages using the template provided (see Appendix L for instructions) 	<input type="checkbox"/>
7	Budget Information (Budget Table & Narrative) <ul style="list-style-type: none"> Use BSCC templates provided Budget Narrative must be no more than four (4) pages 	<input type="checkbox"/>
8	Additional Request for Proposals Information, if applicable <ul style="list-style-type: none"> No more than two (2) pages 	<input type="checkbox"/>
9	Letter(s) of Commitment	<input type="checkbox"/>
10	Letter of Eligibility (see Appendix B)	<input type="checkbox"/>
11	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix F) <ul style="list-style-type: none"> Originally signed in blue ink by the authorized signatory (no stamped signatures) 	<input type="checkbox"/>
12	Criteria for Non-Governmental Organizations Receiving Proposition 64 Public Health and Safety Grant Funds (Appendix K) <ul style="list-style-type: none"> Originally signed in blue ink by the authorized signatory (no stamped signatures) 	<input type="checkbox"/>
Optional:		
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>	<input type="checkbox"/>

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

X

DocuSigned by:

 Applicant Authorized Signature (see Applicant Information Form, Part O, next page)

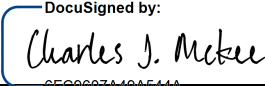
*****ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE ALLOWED PAGE LIMIT WILL NOT BE CONSIDERED*****

Proposition 64 Public Health & Safety Grant Program Applicant Information Form

A. APPLICANT: City of <Name> <u>or</u> <Name> County		B. TAX IDENTIFICATION NUMBER:	
NAME OF APPLICANT County of Monterey		TAX IDENTIFICATION # 94-6000524	
STREET ADDRESS 168 W. Alisal Street, 3rd Floor	CITY Salinas	STATE CA	ZIP CODE 93901
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. PROJECT TITLE:	Cannabis Consumer Outreach Team (CCOT)		
D. PROJECT SUMMARY (100-150 words):	E. GRANT FUNDS REQUESTED:	\$ 996,545.00	
<p>Monterey County's cannabis initiative will improve health outcomes through integrated county-wide initiatives utilizing three project purpose areas (PPA): 1) youth development and prevention; 2) public health; and 3) public safety with an overarching goal to educate on the risks of cannabis consumption and illicit market products.</p> <p>The PPA's will be addressed through unified strategies that include surveillance, customer and retail education, and enforcement provided by a county wide partnership between the County Health Department (Public Health and Environmental Health Bureaus), Cannabis Compliance Inspection Program, District Attorney's Office and Sheriff's Office. Monterey County will leverage our existing collaboration with Sun Street Centers (a local non-profit) to provide a comprehensive youth program, Road to Success, and MCOE will allow CEP staff to offer cannabis education and prevention to 1,500 eighth grade students utilizing the Cannabis Awareness & Prevention Toolkit (CAPT).</p>			
F. PROJECT PURPOSE AREA 1- YOUTH DEVELOPMENT/YOUTH PREVENTION & INTERVENTION (MANDATORY): Must be at least 10% of the amount in Section E		\$ 641,914.00	
G. PROJECT PURPOSE AREAS 2, 3, & 4 (In addition to PPA 1, check all that apply for the proposed project)			
<input checked="" type="checkbox"/> PPA 2: Public Health <input checked="" type="checkbox"/> PPA 3: Public Safety <input type="checkbox"/> PPA 4: Environmental Impact			
H. LEAD PUBLIC AGENCY:		CAO-IGLA Cannabis Program	
I. PROJECT DIRECTOR:			
NAME Joann Iwamoto	TITLE Cannabis Program Manager	DEPARTMENT/AGENCY County Administrative Office	
STREET ADDRESS 168 W. Alisal St., 3rd Floor	CITY Salinas		
STATE CA	ZIP CODE 93901	TELEPHONE NUMBER 831-796-3017	
EMAIL ADDRESS iwamotoj@co.monterey.ca.us			
J. FINANCIAL OFFICER:			
NAME Bruce Suckow	TITLE Finance Manager	DEPARTMENT/AGENCY District Attorney Office	
STREET ADDRESS 142 W. Alisal St., Suite A	CITY Salinas		
STATE CA	ZIP CODE 93901	TELEPHONE NUMBER 831-755-5259	
EMAIL ADDRESS suckowb@co.monterey.ca.us			
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

K. DAY-TO-DAY PROGRAM CONTACT:			
NAME	TITLE	DEPARTMENT/AGENCY	
Joann Iwamoto	Cannabis Program Manager	County Administrative Office	
STREET ADDRESS		CITY	
168 W. Alisal St., 3rd Floor		Salinas	
STATE	ZIP CODE	TELEPHONE NUMBER	
CA	93901	831-796-3017	
EMAIL ADDRESS			
iwamotoj@co.monterey.ca.us			

L. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE	DEPARTMENT/AGENCY	
Bruce Suckow	Finance Manager	District Attorney Office	
STREET ADDRESS		CITY	
142 W. Alisal St., Suite A		Salinas	
STATE	ZIP CODE	TELEPHONE NUMBER	
CA	93901	831-755-5259	
EMAIL ADDRESS			
suckowb@co.monterey.ca.us			

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	TITLE	TELEPHONE NUMBER	
Charles J. McKee	CAO	831-755-5113	
STREET ADDRESS	CITY	STATE	ZIP CODE
168 W. Alisal St., 3rd Floor	Salinas	CA	93901
EMAIL ADDRESS			
mckeecj@co.monterey.ca.us			
SIGNATURE	DocuSigned by:		DATE
	 <small>6FC9607A49A544A...</small>		June 4, 2020

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

Proposal Abstract

The Monterey County Proposition 64 Public Health and Safety (PH&S) Grant proposal will address three key priorities; 1) improve coordination between County departments, 2) address the illicit market, and 3) increase public education and community relations. Monterey County's initiative will improve health outcomes through integrating three project purpose areas (PPA): 1) youth development and prevention; 2) public health; and 3) public safety with an overarching goal to educate on the risks of cannabis consumption and illicit market products.

BSCC grant funds will provide the capacity to expand educational efforts that cannot be met with current County cannabis funds. This expansion will be provided through a two-pronged approach; 1) youth prevention with Sun Street Centers and the Monterey County Office of Education and 2) increased awareness of illicit cannabis products through an education and social marketing campaign.

PH&S grant funds will enhance existing inspection and enforcement of cannabis businesses by adding three new components. First, staff will determine the number of mobile vendors to be included when conducting 15 annual storefront inspections with existing brick and mortar retailers. Second, provide outreach and education materials during annual inspections that can be utilized to educate community members within the store environment. Third, create and/or adapt a cannabis curriculum addressing public health issues such as age verifications and adverse health outcomes of cannabis use.

PH&S grant funds will provide capacity for the Monterey County District Attorney's Office (DA) and Monterey County Sheriff's Office (MCSO) to test illegal cannabis products when cultivation sites are eradicated, or seized products appear to be counterfeit or illegal. In addition, the DA and MCSO will collaborate to provide two trainings annually for up to 100 law enforcement personnel utilizing a train the trainer model.

Proposal Narrative

Project Need

Monterey County is located on the Central Coast of California just south of the San Francisco Bay Area, about 45 miles from San Jose. Monterey County's 12 incorporated cities comprise approximately 75 percent of the population and 15 percent of the total land area. According to 2019 U.S. Census Data, Monterey County has an overall population of 435,594 people and although it covers a large geographic area, over 36 percent of our population is concentrated in the City of Salinas (156,259). Monterey County's economy is based upon tourism on the Monterey Bay Peninsula and agriculture in the Salinas Valley.

In 2017, the Monterey County Board of Supervisors adopted an ordinance to amend the Monterey County Code to regulate adult-use and medical commercial cannabis activities for the unincorporated Monterey County. Cities quickly followed suit, creating regulation to allow commercial cannabis activities. Currently, the County and seven cities operate cannabis businesses that include brick and mortar outlets and delivery, manufacturing, testing, distribution, and cultivation that include cannabis and hemp.

There are a total of 15 brick and mortar cannabis retail outlets located across Monterey County which include the cities of Salinas, Del Rey Oaks, Seaside, and the unincorporated area. The brick and mortar outlets include an expansive delivery system that operates throughout the County with approximately four additional brick and motor outlets slated to open by the end of the year. Monterey County holds the fourth largest cannabis cultivation license in the State; with approximately 4,120,425 square feet dedicated to nursery, indoor, mixed light, and outdoor cultivation. Outdoor cultivation was approved as a pilot program by the Board of Supervisors in 2019, limited to three areas: Big Sur, Carmel Valley, and Cachagua, with further amendments proposed to enhance program participation.

In the spring of 2020, Monterey County Cannabis Program (CP) staff conducted key informant interviews (KII) with members of the Board of Supervisors, County cannabis

programs/departments, cannabis operators, and the industry group. The industry group is comprised of local attorneys and consultants who have worked with individual operators for the past few years. KII were conducted as part of an update to the Cannabis Program Strategic Plan providing vital information on the Cannabis Program. Several key priorities emerged from the KII data; 1) improve coordination between County departments, 2) address the illicit market, and 3) increase public education and community relations.

The Monterey County Proposition 64 Public Health and Safety (PH&S) Grant proposal will address the three above key priorities through a county-wide cannabis effort. Monterey County's cannabis initiative will improve health outcomes through integrating three project purpose areas (PPA): 1) youth development and prevention; 2) public health; and 3) public safety with an overarching goal to educate on the risks of cannabis consumption and illicit market products.

The lead public agency to guide our efforts will be CP staff housed within the Monterey County Administrative Office. CP staff will coordinate the PH&S grant program by assuring deliverables are met and administering funds to County and community partnering agencies.

Project Description

The cannabis industry is rapidly growing, providing innovative means for the public to consume products. Through education and collaborative efforts, Monterey County confirms the source of these products and approves standards "Generally Recognized as Safe" according to applicable laws and regulations. These efforts provide regulated and permitted cannabis products and assist in keeping illicit market products from infiltrating our community. PH&S grant funds will strengthen our existing program by providing resources to test illegal cannabis products, educate and outreach to cannabis retailers, and training for detectives on cannabis related laws and surveillance techniques.

The illicit market targets our community by selling products in counterfeit packaging that may contain toxic chemicals, or no cannabis at all. These products target everyone,

including youth and young adults under legal age. They are produced with blatant disregard of the environment and the public's health and safety; often creating serious property damage, injury and even death. PH&S grant funds will be utilized to enhance our existing annual storefront inspections by including mobile vendors and educational messaging on appropriate cannabis use.

States that have legalized medical or recreational cannabis have higher rates of use than those where all forms of cannabis remain illegal¹ The prevalence of cannabis use in youth is of interest when choosing to legalize cannabis because many of the negative health effects of cannabis are heightened when use begins in adolescence²

Monitoring the Future survey data has shown a clear inverse relationship between risk perception and cannabis use among adolescents: the more risk attributed to cannabis, the lower the percent of use among youth³. It is feared that any decline in risk perception resulting from legalization will be followed by an increase in prevalence of use.

A reverse phenomenon may be taking place as the acceptance of cannabis begins to increase. Claims that cannabis has medicinal properties, recreational legalization, and advertising of cannabis as harmless, may lead to an increase in youth abuse and dependence.⁴ Claims that cannabis has medicinal benefits creates additional challenges for adolescent prevention efforts, as they contrast with messages of its harmfulness setting up a dichotomy regarding prevention strategies. PH&S grant funds will provide capacity to enhance youth prevention efforts by providing funds to collaborate with community partners to provide school-based cannabis education and a pre-diversion program

Second to alcohol, marijuana is the most used substance among youth, despite its status as an illegal drug in many states.⁵ The rise of electronic cigarette use among youth offers new ways to consume cannabis and the dual use of tobacco and cannabis can negatively impact brain development. From 2018 to 2019, the percentage of 12th graders vaping cannabis in the past month increased from 7.5 percent to 14 percent; the second largest

one-year increase recorded in the 45-year history of the Monitoring the Future survey (the first largest increase was nicotine vaping from 2017 to 2018).⁵

During the 2018-19 school year, the Monterey County Health Department (MCHD) Cannabis Education Program (CEP) partnered with Sun Street Centers (a local non-profit) to educate Monterey County high school youth on the dangers of driving under the influence of cannabis. Students who received the presentation, voluntarily completed pre/posttest surveys ($N=459$) as a tool to better understand cannabis use and availability among Monterey County high school students. Based on survey data; youth primarily obtain cannabis from friends, family, or street dealers. Of the students who used cannabis in the past 30 days, the top method was through vaping, which coincides with national and state data that cannabis is easily accessible, easy to conceal and goes hand in hand with the increase in electronic-cigarette use.

PPA 1

MCHD serves the entire County, including the 12 incorporated cities. Their primary responsibility is to ensure that the public's health and environment are protected. CEP is housed within the Chronic Disease and Injury Prevention Branch of MCHD Public Health Bureau.

BSCC grant funds will provide CEP the capacity to expand educational efforts that cannot be met with current County cannabis funds. This expansion will be provided through a two-pronged approach; 1) youth prevention with Sun Street Centers and the Monterey County Office of Education (MCOE), and 2) increased awareness of illicit cannabis products through an education and social marketing campaign.

BSCC grant funds will support a regional youth prevention approach in rural southern Monterey County that will create a culture of trust and inclusion between law enforcement and community members. South Monterey County is home to many agricultural workers who support our very robust agricultural industry. Yet, despite the significant economic

contributions, many households find themselves financially challenged with eighty-five percent of children receiving free or reduced lunch.

CEP will contract with Sun Street Centers to expand their existing *Road to Success* program in South Monterey County. Program expansion will provide for additional staff time, serving an additional 125 youth. *Road to Success* is a pre-diversion program targeted to high school youth, identified by law enforcement as first-time offenders of non-violent misdemeanor crimes. *Road to Success* offers youth an opportunity to learn how choices can lead to substance abuse and the Juvenile Justice System. Individualized case plans provide referrals to mental health and substance abuse counseling and assistance in preventing school expulsion if applicable. Youth are assigned a case manager and participate in the evidence based *Botvin LifeSkills Training* program, community service hours, and pro-social activities. Parent participation in *Botvin LifeSkills* is mandatory, addressing discipline, communication, role modeling, and drug education provided in English and Spanish. Additional information on Sun Street Centers and the *Road to Success* program can be found by utilizing the webpage link within the additional RFP information page.

CEP has a long-standing relationship with MCOE and works closely with the Tobacco-Use Prevention Education Program coordinator. MCOE will allow CEP staff to offer cannabis education and prevention to 1,500 eighth grade students utilizing the Cannabis Awareness & Prevention Toolkit (CAPT). The identified CEP staff member has over 16 years of health education experience working with school-based populations. CAPT is a theory based and evidence informed educational resource aimed at preventing and delaying middle school students' use of cannabis and encouraging those who are using to cut back or quit. The CAPT curriculum is non-judgmental with an overarching goal of protecting youth from cannabis exposure at this critical time of brain development. To expand education capacity, CAPT can be provided remotely to students and includes components that address the increased risk of COVID -19 infection from smoking/vaping cannabis. Additional information on CAPT can be found by utilizing the webpage link within the additional RFP information page.

CEP staff will increase community awareness of youth cannabis use and illicit cannabis products by attending five to six community events annually. CEP staff will provide community education youth cannabis use and exposure, illicit market cannabis products and other educational messages. To support the development of the social marketing campaign, CEP staff will conduct 20-30 public intercept surveys at each community event in year one. Questions will be designed to gain understanding of how youth and adults obtain cannabis within Monterey County.

The social marketing campaign will be provided by two agencies: 1) Monterey County Administrative Office Intergovernmental and Legislative Affairs Department (PR) and 2) Keehan and Partners. PR will create two educational vignettes (Spanish & English) to increase public health awareness surrounding cannabis use and illicit cannabis products. Keehan & Partners is a full-service agency with over 22 years of experience specializing in the development of public health social media concepts. Keehan & Partners will collaborate with CEP to create two concepts in Spanish and English educating community members on; 1) the selling and giving of cannabis to minors and 2) adult purchases from unlicensed cannabis outlets. Additional information on Keehan & Partners can be found by utilizing the webpage link within the additional RFP information page.

PPA 2

The MCHD Environmental Health Bureau (EHB), CEP, and the County Resource Management Agency (RMA) will collaborate to develop a Cannabis Consumer Outreach Team (CCOT). CCOT will focus on educating the public, cannabis industry, and regulatory agencies within our county. PH&S funds will allow CCOT to embrace the permitted cannabis industry, collaborating with them to educate the public on the importance of approved source cannabis and the detrimental effects of the illicit market. In educating the regulatory agencies we can collaborate, identify unapproved sources, and combat the illicit markets on all fronts.

PH&S grant funds will enhance existing inspection and enforcement of cannabis

businesses by adding three new components. First, CCOT will collaborate with CP staff to determine the number of mobile vendors that will be included when conducting 15 annual storefront inspections with existing brick and mortar retailers. Second, CCOT will provide outreach and education materials during annual inspections that can be utilized to educate community members within the store environment. Third, CCOT will create and/or adapt a cannabis curriculum addressing public health issues such as age verifications and adverse health outcomes of cannabis use. The curriculum will be utilized to provide one training annually for approximately ten store owners/mangers.

Cannabis delivery compliance is an area not currently pursued by our jurisdiction and can benefit the public and permitted cannabis delivery services by providing the most reliable information available. Delivery compliance ensures; 1) cannabis deliveries are provided by licensed retailers and 2) licensed retailers are adhering to delivery procedures submitted to the Bureau of Cannabis Control. Additionally, compliance checks will identify legal permitted businesses and shed light on the illicit cannabis delivery market in Monterey County. This will in turn, protect our citizens and environment from unwanted cannabis activity.

PPA 3

Monterey County is currently working with the permitted cannabis industry to bring them into compliance with all regulations. It is unregulated cannabis products requiring intense focus within our community to protect the public's health, environment, and legal cannabis industry.

PH&S grant funds will provide capacity for the Monterey County District Attorney's Office (DA) and Monterey County Sheriff's Office (MCSO) to test illegal cannabis products when cultivation sites are eradicated, or seized products appear to be counterfeit or illegal. Currently, illegal cannabis is not tested to determine if it meets compliance standards when compared to legal cannabis products. This strategy is twofold; it provides information on how much seized product would fail compliance testing and illustrates to the public that purchasing illicit cannabis products is hazardous.

To assist in reducing illicit cannabis trade and protect the health and safety of enforcement teams, the DA and MCSO will collaborate to provide two trainings annually for up to 100 law enforcement personnel. A train the trainer model will be utilized covering legal issues and changes in enforcement practices, environmental concerns and safety during enforcement activities, and legal requirements for drivers of delivery and distribution companies.

Project Evaluation

Program Evaluation will be conducted by the Planning, Evaluation, and Policy (PEP) unit of MCHD Administration Bureau. The PEP Unit has performed process, quantitative, qualitative, fidelity, mixed-methods evaluation, and quality improvement activities for State and community partner programs since 2005. Clients have included the Centers for Disease Control and Prevention, California Department of Health Care Services, California Bureau of State and Community Corrections, and local nonprofit organizations.

For new and proposed programs, PEP integrates at the program design phase the development of an evaluation plan that directly relates to the measurement of proposed activities. All measurement activities are feasibly designed to reflect staff resources. Data collection will be done during the normal course of proposed activities so as to not unduly burden the program delivery staff. PEP will develop detailed logic models for each Project Purpose Area that include timelines for evaluation activities.

In this proposal, the survey design will be a convenience sample rather than a scientific (double-blind, representative) method. PEP will draft all survey and interview tools with program staff input and will oversee their use. No data sharing agreements are needed between MCHD, DA, or MCSO as PEP already has a data sharing agreement with our proposed vendor, Sun Street Centers. All collected quantifiable and qualifiable data will be cleaned, aggregated, tested for significance, and analyzed in SAS and Excel by the PEP epidemiologist. Preliminary results will be shared with the program team for their interpretation and input. Final evaluation results will be shared with BSCC. A detailed evaluation scope of work can be found within the additional RFP information page.

(1) Goal: (PPA 1)	Divert Monterey County first time youth offenders from school expulsion and/or entry into the juvenile justice system.		
Objective (A)	By June 30, 2023 Monterey County will have collaborated with Sun Street Centers to serve 125 youth utilizing the diversion program (<i>Road to Success</i>).		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline Start Date End Date
1. Monterey County Health Department Public Health Bureau Cannabis Education Program (CEP) staff will establish a contract with Sun Street Centers in year one to provide the Road to Success program.		CEP Staff	7/1/2020 12/31/2020
2. CEP staff will monitor the Sun Street Center contract to ensure 25-50 youth participate in Road to Success annually.		Sun Street Center CEP Staff	7/1/2020 6/30/2023
3. CEP staff will collect data to ensure that program goals are being met.		CEP Staff	7/1/2020 6/30/2023
(2) Goal: (PPA 1)	Reduce rates of youth cannabis use among Monterey County middle school students.		
Objective (A)	By June 30, 2023, CEP staff will provide educational presentations to 1,500 middle school students.		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline Start Date End Date
1. CEP staff will establish a memorandum of understanding with Monterey County Office of Education to provide annual education sessions to 500 middle school students annually.		CEP Staff	7/1/2020 12/31/2020
2. CEP staff will collaborate with middle school teachers to provide educational presentations utilizing the Cannabis Awareness & Prevention Toolkit curriculum annually.		CEP Staff	7/1/2020 6/30/2023
3. CEP staff and the program evaluator (PE) will collect teachers' impressions of how students regarded the presentation materials; results may be used to refine the presentations.		CEP, PE	7/1/2020 6/30/2023
(3) Goal: (PPA1&3)	Increase community awareness of youth cannabis use and exposure, and illicit market cannabis products.		
Objective (A)	By June 30, 2023, CEP staff will participate in 15 Monterey County community events.		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline Start Date End Date
1. CEP staff will participate in 5-6 community events annually.		CEP Staff	7/1/2020 6/3/2023
2. CEP staff will distribute community educational materials on youth cannabis use and exposure, illicit market cannabis products and other educational messages.		CEP Staff	7/1/2020 6/30/2023
3. In year one, CEP staff will conduct 20-30 public intercept surveys at each community event to gain a better understanding of how youth obtain cannabis within the community.		CEP Staff	7/1/2020 6/30/2021
(4) Goal: PPA 2	Increase retail and community awareness of cannabis use among pregnant and lactating woman, and other vulnerable populations.		
Objective (A)	By June 30, 2023, CEP, Environmental Health Bureau (EHB), Monterey County Cannabis Program (CP) and Monterey County Resource Management Agency (RMA) staff will provide educational visits to 45 (15 annually) store front and mobile delivery operators.		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline Start Date End Date
1. In year one, CP staff will establish a baseline number of mobile vendors located in Monterey County.		CP Staff	7/1/2020 6/30/2021
2. CEP staff will collaborate with EHB and RMA to share educational materials with 15 store front retailers and mobile vendors annually that can be used within the retail environment.		CEP, EH Staff	7/1/2020 6/30/2023
3. EHB and RMA staff will collaborate to create a new inspection form for use with mobile vendors.		EH, RMA Staff	7/1/2020 12/31/2020
4. EHB and RMA staff will include mobile vendors when conducting annual storefront inspections with existing brick and mortar retailers.		EH, RMA Staff	7/1/2020 6/30/2023

5.	Using public intercept survey results, CEP staff will collaborate with Monterey County Administrative Office Intergovernmental and Legislative Affairs Office to create 2 educational vignettes (Spanish & English) for public service announcements and social media posts to increase public health awareness surrounding cannabis use and illicit cannabis products.	CEP, PR staff	7/1/2020	6/30/2021
Objective (B)	By June 30, 2023, CEP, EHB and CP Staff will provide 3 train the trainer courses for cannabis retail owners/managers utilizing a harm reduction model.			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
1.	CEP, EHB and CP staff will research existing curricula to educate cannabis retailers on health and safety concerns regarding cannabis retail.	CEP, EH, CP Staff	7/1/2020	12/31/2020
2.	During year one, CEP staff will conduct 6-7 KII with store front operators to establish educational needs within the retail environment.	CEP Staff	7/1/2020	12/31/2020
3.	Utilizing KII information, CEP, EHB and CP staff will create and/or adapt a cannabis curriculum that address issues such as: verifying age, recognizing someone under the influence, impacts of cannabis on health and decision making and other concepts.	CEP, EH, CP Staff	7/1/2020	12/31/2020
4.	CEP, EHB and CP staff will provide 1 training annually for up to 10 owners/managers of store front and delivery service operators.	CEP, EH, CP Staff	1/1/2021	6/30/2023
5.	CEP staff and PE will collect post-training anecdotal opinions from storefront retailers and vendors regarding the efficacy of the training.	CEP, PE Staff	7/1/2020	6/30/2023
6.	EHB staff will create and use a cannabis retail business recognition utilizing a media platform once retail training is received.	EH Staff	1/1/2021	6/30/2023
(5) Goal: PPA 3	Decrease the amount of illicit market cannabis products sold within Monterey County.			
Objectives (A)	By June 30, 2023, the Monterey County District Attorney's Office (DA) and Monterey County Sheriff's Office (MCSO) will provide 150 tests of illegally seized cannabis.			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
1.	The DA and MCSO will conduct 50 tests annually of cannabis seized from illegal cultivation sites and street sales to determine if it meets the compliance standards of legal cannabis products.	DA/MCSO Staff	7/1/2020	6/30/2023
Objectives (B)	By June 30, 2023, the DA and MCSO will provide 6 trainings (2 annually) to law enforcement personnel.			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
1.	DA and MCSO will provide 2 trainings annually (6 total) for up to 100 law enforcement personnel utilizing a train the trainer model. Topics may include cannabis cultivation, distribution and delivery, and identification of legal requirements for drivers of delivery or distribution companies with an overarching goal to reduce illicit cannabis trade.	DA/MCSO Staff	7/1/2020	6/30/2023
Objectives (C)	By June 30, 2023, Monterey County will create a social marketing campaign addressing illicit cannabis sales.			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
1.	CEP staff will establish a contract with a local advertising firm to create a social marketing campaign (Spanish & English) addressing illicit sales utilizing a two-pronged approach; 1) the selling/giving of cannabis to minors and 2) adult purchases from unlicensed cannabis outlets.	CEP Staff	7/1/2020	12/31/2020
2.	Utilizing KII and public intercept survey data, media concepts will be created and tested with a focus group.	CEP staff, Advertising firm	1/1/2021	6/30/2021
3.	Based on focus group results, the advertising firm will place concepts to reach target audiences which may include radio or print.	CEP staff, Advertising firm	7/1/2021	6/30/2023

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS REQUESTED		GRANT FUND PROPOSED FOR PPA1
1. Salaries and Benefits	\$ 265,104	→	\$ 229,497
2. Services and Supplies	\$ 204,679	→	\$ -
3. Professional Services	\$ 146,000	→	\$ 146,000
4. Non-Governmental Organizations (NGO) Contracts	\$ 242,625	→	\$ 242,625
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 26,510	→	\$ 22,950
6. Equipment / Fixed Assets	\$ 19,807	→	
7. Data Collection / Enhancement		→	
8. Program Evaluation	\$ 57,678	→	
9. Sustainability Planning		→	
10. Other (include travel & training costs)	\$ 19,142	→	\$ 842
11. Financial Audit	\$ 15,000	→	
TOTAL	\$ 996,545	→	\$ 641,914

Must be 10% of Total
Requested

64%

BUDGET NARRATIVE	
1. Salaries and Benefits	<p>a. Grant Management and Coordination to develop guidelines, protocols, checklists and surveillance (1,000 hours @ \$25 hour = \$25,000)</p> <p>b. Health Dept Program Coord: Primary day-to-day contact for grant and is responsible for oversight of the Cannabis Education Program portion, assisting Project Director with report generation and submission, provides key direction to the Chronic Disease Prevention specialist, media and Sun Street Center (\$9,103 per mo)(36 mo)(0.10 FTE) = \$32,771</p> <p>c. Chronic Disease Specialist: primary Cannabis Education Program staff and overall day-to-day management of work-plan activities, collaborates with partners and community members to complete scope of work activities. (\$7,131 per mo)(36 mo)(0.50 FTE) = \$128,358</p> <p>d. Fringe (\$186,129 x 42.43%) = \$78,975</p> <p>e. Total = \$25,000 + \$32,771 + \$128,358 + \$78,975 = \$265,104</p>
2. Services and Supplies	<p>a. District Attorney - Testing of seized illegal cannabis products (\$175,500): When illegal cultivation sites are eradicated or product is seized that appears to be counterfeit or illegal, the cannabis is not being tested to determine if it meets the compliance results a legal cannabis product would be required to meet. Demonstrating that purchasing black market cannabis is hazardous to the public health requires knowledge on how much of the illegal product fails compliance testing (\$585 per test x 100 annual tests x 3 years)</p> <p>b. District Attorney - Investigative software (\$10,000): Forensic investigations of illegal cannabis activity require extensive utilization of highly specialized software applications to search for assets and financial resources hidden at financial institutions by those attempting to hide their resources. These applications require licensing and annual renewals.</p> <p>c. District Attorney - MiFi jetpack (\$360): Remote wireless internet service for Evidence Storage facility in remote area, connecting security system to the internet.</p> <p>d. District Attorney - Satellite Phone (\$3,297): Satellite phone with service agreement for areas in south county that do not have cellular service during raids and investigations</p> <p>e. District Attorney - Rechargeable Crime Scene Lighting (\$4,472): High Power, portable crime scene lighting system, rechargeable.</p> <p>f. Powered Air Respirator Kits - 3M PAPR System (\$2,210 x 5 = \$11,050): Respirators for Investigative Staff when at illegal grow sites to protect from possible chemical exposure.</p> <p>g. Totals = \$175,500 + \$10,000 + \$360 + \$3,297 + \$4,472 + \$11,050 = \$204,679</p>
3. Professional Services	Media Campaign (\$146,000): Media services to educate community on the illicit cannabis market that targets our youth and producers of counterfeit products for sale. The campaign will be produced in both Spanish and English and may include radio, print ads and/or the creation of a Face Book Group, for PPA 1, 2 and 3.
4. Non-Governmental Organizations (NGO) Contracts	<p>Sun Street Center (\$242,625): Sun Street is an NGO providing education, prevention, treatment and recovery for individuals and families regardless of income level. Will provide "Road to Success", a pre-diversion program for youth who are first time offenders of crimes and will support the PPA1.</p> <p>Program Manager: Responsible for oversight of the "Road to Success" program and provides supervision to the case worker assistant, assists with the administration of the program curriculum.</p> <p>Case Manager: Overall day-to-day management of the "Road to Success" program, implementing the curriculum and interfaces with other community partners.</p>
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	Indirect expenses at 10% of salaries and benefits. Includes non-direct expenditures such as office supplies, IT costs, copier charges, utilities, payroll processing, accounting, liability insurance and building maintenance.
6. Equipment / Fixed Assets	<p>a. Dump Trailer (District Attorney) (\$8,207): when conducting eradication of illegal grow sites, we have been dependent on the availability of Fish and Wildlife for a dump trailer to haul the cannabis waste to the dumps. Many times, one trailer was not enough and an additional trailer for our exclusive use would be highly beneficial and enhance our operational capabilities</p> <p>b. Dump Trailer (Sheriff's Office) (\$11,600): On more than 10 search warrants in prior fiscal year the Sheriff's Office (SO) had to rely on and utilize additional resources from the Department of Fish & Wildlife and Monterey County Roads Department, current assets are insufficient to transport the amount of eradicated cannabis at illegal grow locations.</p> <p>c. Total = \$8,207 + \$11,600 = \$19,807</p>
7. Data Collection / Enhancement	n/a
8. Program Evaluation	Draft evaluation plan, create tool to collect student opinions of presentation materials, create tool to collect retailer / vendor opinions of education materials, aggregate and analyze compliance test results. Personnel (\$46,298) + Supplies (\$900) + IT (\$4,500) + Communications (\$1,350) + Indirect (10% salaries) (\$4,630) = \$57,678
9. Sustainability Planning	n/a
10. Other (include travel & training costs)	<p>a. District Attorney - Training (\$5,000): Outreach to local police departments and Sheriff to update them on legal issues and changes in the enforcement practices regarding cannabis, including environmental concerns and safety during cannabis enforcement activities.</p> <p>b. Health Department (\$842): mileage for staff for local travel in execution of work plan, attending events and other activities as required.</p> <p>c. Program Staff (\$1,050): BSCC training in Sacramento, (4 staff members) expenses for travel, year 1 only</p> <p>d. Sheriff's Office (\$12,250): Surveillance training for law enforcement officers including aerial and electronic techniques, for illegal cannabis activity overflights in rural Monterey County.</p> <p>e. Total = \$5,000 + \$842 + \$1,050 + \$12,250 = \$19,142</p>
11. Financial Audit	Contract Audit services from local CPA firm at end of grant period (\$15,000)

Additional RFP Information

Proposed Evaluation Scope of Work

Goal	Measurement	Evaluation Activity
1	<p>a. Monitor the number of youth participating in the Sun Street Center <i>Road to Success</i> program and the number who successfully complete it. Applies to PPA 1.</p> <p>b. Compare participation and completion numbers longitudinally over the program courses. Applies to PPA 1.</p>	<p>Fidelity to the program plan.</p> <p>Longitudinal outcomes.</p>
2	<p>a. Monitor the number of middle school presentations and the estimated number of middle school students receiving education sessions. Applies to PPA 1.</p> <p>b. Design and conduct an informal survey of teachers' impressions of how students regarded the presentation materials; provide any needed recommendations to refine the presentation delivery and/or materials. Applies to PPA 1.</p>	<p>Fidelity to the program plan.</p> <p>Process evaluation.</p>
3	<p>a. Monitor the number of community events and public intercept surveys obtained. Applies to PPA 2.</p> <p>b. Use a qualitative coding process to provide aggregate public intercept survey results. Applies to PPA 2.</p>	<p>Fidelity to the program plan.</p> <p>Qualitative evaluation.</p>
4	<p>a. In year one, design a tool for program staff to collect anecdotal opinions about the potential efficacy of the materials from storefront retailers and vendors; use a qualitative coding process to aggregated anecdotal opinions. Applies to PPA 3.</p> <p>b. In year one, design a Key Informant Interview (KII) tool for use by a public relations firm; document the process of creating education vignettes. Applies to PPA 3.</p> <p>c. In year one, design a KII tool for use with storefront operators to establish educational needs within the retail environment. Applies to PPA 3.</p> <p>d. Document the process of using KII results to create and/or adapt a cannabis training curriculum for store front and delivery service operators. Applies to PPA 3.</p> <p>e. In year one, create a post-training opinion collection tool; analyze results; compare annual results to subsequent years. Applies to PPA 3.</p>	<p>Qualitative evaluation.</p> <p>Process evaluation.</p> <p>Qualitative evaluation.</p> <p>Process evaluation.</p> <p>Qualitative evaluation.</p>
5	<p>a. Aggregate results of approximately 50 tests to determine if illegal cannabis samples meet compliance standards of legal cannabis products; aggregate and analyze for significance. Applies to PPA 4.</p> <p>b. Monitor the number of law enforcement trainings and participants. Applies to PPA 4.</p>	<p>Quantitative evaluation.</p> <p>Fidelity to the program plan.</p>

	c. Monitor the number of media exposures that address black market sales. Applies to PPA 4.	Fidelity to the program plan.
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Citations

- 1 Choo EK, Benz M, Zaller N, et al. The impact of state medical marijuana legislation on adolescent marijuana use. *J Adolescent Health*. 2014;55(2):160–66.
- 2 Volkow ND, Baler RD, Compton WM, Weiss SR. Adverse health effects of marijuana use. *N Engl J Med*. 2014;370(23):2219–27.
- 3 Johnston LD, O'Malley PM, Bachman JG, Schulenberg JE. Monitoring the future: national survey results on drug use, 1975–2009 Volume I: secondary school students. *Natl. Inst. Drug Abuse*; 2010. NIH Publ. 10–7584.
- 4 Schuermeyer J, Salomonsen-Sautel S, Price RK, et al. Temporal trends in marijuana attitudes, availability and use in Colorado compared to non-medical marijuana states: 2003–11. *Drug Alcohol Depend*. 2014, Jul;140:145-155
- 5 National Institute on Drug Abuse; National Institutes of Health; U.S. Department of Health and Human Services.

Webpage Links

[Sun Street Centers Road to Success](#)

[Stanford Cannabis Prevention Tool Kit](#)

[Keehan & Partners](#)

March 17, 2020

Board of Directors

Valerie Smith
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Arlene Dedini

Board of State and Community Corrections
Corrections Planning and Grant Programs Division
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

RE: Letter of Commitment for Proposition 64 Public Health and Safety Grant Program

Dear Grant Committee:

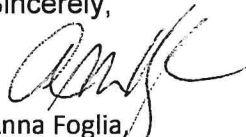
Sun Street Centers readily provides this letter of commitment of Monterey County competition grant application.

The mission of Sun Street Centers is to prevent alcohol and drug addiction by offering education, treatment and recovery to individuals and families regardless of income level. We have been providing services since 1968 and welcome all individuals and families to hope, heal, share and thrive with a drug-free and alcohol-free lifestyle.

Our primary objective in collaborating with Monterey County will be to offer the Road to Success. The Road to Success is a pre-diversion program for youth who are first time offenders of crimes. The three to six-month program seeks to prevent school expulsion and/or entry into the juvenile justice system by offering individualized diversion plans that include substance abuse intervention and education, participation in pro-social activities, individual and/or family counseling, parent workshops, and community service hours. Diversion plans are developed in collaboration with the student, their parents and a case management specialist with the goal of offering a path to success through education, employment, community involvement, life skills training and counseling.

Sun Street Centers looks forward to working with Monterey County to improve the quality of life for children and asks that you favorably consider Monterey County's application for funding. Sun Street Centers is confident that, if funded, they will be effective partners in improving health outcomes for at risk children and their families.

Sincerely,



Anna Foglia,
Chief Executive Officer

11 Peach Drive
Salinas, CA 93912

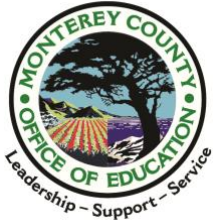
p 831.753.5135
f 831.753.6005

www.sunstreetcenters.org



prevention . education . counseling . recovery





Monterey County Office of Education

Leadership, Support, and Service to Prepare All Students for Success

Dr. Deneen Guss
County Superintendent of Schools

April 27, 2020

RE: Letter of Commitment for Proposition 64 Public Health and Safety Grant Program

Name:
Board of State and
Community
Corrections
Corrections
Planning and
Grant Programs
Division

Dear Grant Committee:

The Monterey County Office of Education (MCOE) has reviewed the Cannabis Awareness and Prevention plan and provides this letter of commitment for the Monterey County Health Department's competitive grant application.

The mission of the MCOE is to provide the needed leadership, support and services to prepare the diverse students of Monterey County for success in each step of their educational journey. In order to be successful with this mission, we engage in local partnerships to ensure equitable college and career pathways for all of our Monterey County youth.

Address:
2590 Venture Oaks
Way, Suite 200
Sacramento, CA.
95833

Our primary objective in collaborating with the Monterey County Health Department will be to allow County staff to offer the Cannabis Awareness & Prevention Toolkit (CAPT) to 8th grade students. This theory-based and evidence-informed educational resource is aimed at preventing and delaying middle school students' use of cannabis for those who do not use, and to encourage those who are using to cut back and/or quit. The CAPT curriculum is non-judgmental with an overarching goal of protecting youth cannabis exposure at this critical time of brain development. This program works in alignment with our Positive Behavior Interventions and Supports school-based systems.

The MCOE team looks forward to expanding our partnerships throughout Monterey County to improve the quality of life for all children and we request that you favorably consider Monterey County's application for this much-needed funding.

Sincerely,

Caryn Lewis

Assistant Superintendent,
Educational Services

MONTEREY COUNTY



COUNTY ADMINISTRATIVE OFFICE

CHARLES J. MCKEE
COUNTY ADMINISTRATIVE OFFICER

168 W. ALISAL STREET, 3RD FLOOR
SALINAS, CA 93901-2680
(831) 755-5115
FAX (831) 757-5792
www.co.monterey.ca.us

June 5, 2020

Board of State and Community Corrections
Corrections Planning and Grant Programs Division
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

Regarding: Letter of Eligibility

Dear Board of State and Community Corrections (BSCC) Staff:

As an applicant, Monterey County(s) does not ban (i.e., prohibit, forbid, or bar) indoor commercial cultivation, indoor personal cultivation, outdoor commercial cultivation, outdoor personal cultivation, or the establishment and operation of businesses licensed under Division 10 of the Business and Professions Code.

Ordinance 5272, adopted on July 19th, 2016, established regulations for the operation of commercial cannabis activities in a manner that is consistent with state law and requires operators to obtain an annual permit to conduct activities including cultivation, dispensaries, manufacturing, testing, transportation, and distribution. This is codified in Chapter 7.90 of Monterey County Code.

Ordinance 5273, adopted on July 19th, 2016, established regulations for the personal cultivation and required a permit for cultivation of up to 100 square feet of total canopy area. This is codified in Chapter 7.95 of Monterey County Code.

Ordinance 5274, adopted on July 19th, 2016, established the tax on commercial cannabis businesses in the unincorporated area of Monterey County. This is codified in Chapter 7.100 of Monterey County Code.

Ordinance 5280, adopted on December 13th, 2016, established the requirement for operators to obtain an annual business license. This is codified in Chapter 7.02 of Monterey County Code.

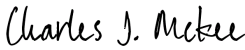
Ordinance 5292, adopted on December 5th, 2017, established zoning regulations for commercial cannabis activities in the inland unincorporated area of Monterey County consistent with state law. This is codified in Chapter 21.67 of Title 21 of Monterey County Code.

MONTEREY COUNTY



Ordinance 5299, adopted on March 20th, 2018, established zoning regulations for commercial cannabis activities in the coastal unincorporated area of Monterey County consistent with state law. This is codified in Chapter 20.67 of Title 20 of Monterey County Code.

Ordinance 5311, adopted on June 18th, 2019, established regulations for the operation of commercial outdoor cultivation through a five-year pilot program. This is codified in Chapter 21.69 of Monterey County Code.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)		
NAME OF AUTHORIZED OFFICER Charles McKee	TITLE County Administrative Officer	
STREET ADDRESS 168 W Alisal Street, 3 rd Floor		
CITY Salinas	STATE CA	ZIP CODE 93901
TELEPHONE NUMBER (831) 755-5115	EMAIL ADDRESS mckeecj@co.monterey.ca.us	
AUTHORIZED OFFICER SIGNATURE (Blue Ink Only) <small>DocuSigned by:</small>  <small>6FC9607A49A544A...</small>		DATE June 5, 2020

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.

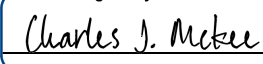
By checking the following boxes and signing below, applicant affirms that:

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 Charles McKee		TITLE CAO	TELEPHONE NUMBER (831) 755-5312
STREET ADDRESS 168 West Alisal St., 3rd Floor		CITY Salinas	STATE ZIP CODE CA 93901
EMAIL ADDRESS mkeecj@co.monterey.ca.us			
AUTHORIZED OFFICER SIGNATURE (Blue Ink Only) <small>DocuSigned by:</small> X 			DATE June 5, 2020

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APPENDIX K
Criteria for Non-Governmental Organizations Receiving
Proposition 64 Public Health and Safety Grant Funds

(Page 1 of 2)

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S grant funds (as either grantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the Prop 64 PH&S grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

(Page 2 of 2)

In the table below, provide the name of the Grantee and list all contracted parties.

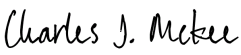
Grantee: Monterey County Administrative Office

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Sun Street Centers	11 Peach Dr., Salinas CA 93901	(831) 753-6001	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Monterey County Office of Educaiton	901 Blanco Cir., Salinas CA 93901	(831) 373-2955	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Keehan & Partners	823 Archer St., Monterey CA 93940	(831) 658-0733	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Prop 64 PH&S Grant RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE
Charles McKee	CAO		(831) 755-5312
STREET ADDRESS	CITY	STATE	ZIP CODE
168 West Alisal St., 3rd Floor	Salinas	CA	93901
EMAIL ADDRESS			
mckeej@co.monterey.ca.us			
SIGNATURE	DATE		
X  <small>DocuSigned by: 6FC9607A49A544A...</small>	June 5, 2020		

APPENDIX A: PROP 64 PH&S EXECUTIVE STEERING COMMITTEE ROSTER

Name, Title	Organization
Linda Penner, Chair, BSCC Board Member	Board of State and Community Corrections
Steve Carney, Chief Deputy, Cannabis Licensing Office	Santa Cruz County Sheriff's Office
Manuel Escandon, Director, Student Intervention & Prevention Department	Office of the Fresno County Superintendent of Schools
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
Vicki Jones, Environmental Health Director	Merced County Public Health
Jon Lopey, Sheriff	Siskiyou County
Renee Menart, Communications & Policy Analyst	Center on Juvenile and Criminal Justice
Dave Nielsen, Retired Division/Policy Chief	CA Department Alcohol & Drug Programs, CA Department of Mental Health
Royal Ramey, Co-Founder	The Forestry and Fire Recruitment Program
Sarah Ruby, Deputy Public Defender	Santa Clara County
Michael Salvador, Police Chief	City of Atwater
Sharyn Turner, Registered Nurse	Nevada County Superintendent of Schools
Scott Whitney, Police Chief	City of Oxnard