

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BSCC93922

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

STD 213 (Rev 03/2019)

BSCC 939-22

BSCC-5227

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

COUNTY OF MONTEREY

2. The term of this Agreement is:

START DATE

MAY 1, 2023

THROUGH END DATE

OCTOBER 31, 2028

3. The maximum amount of this Agreement is:

\$2,972,769.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Proposition 64 PH&S Grant Program Cohort 3 Application for Funding	22
Appendix A	Proposition 64 PH&S Grant Program Cohort 3 Scoring Panel Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Funds (attached separately)	2

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

<http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

COUNTY OF MONTEREY

CONTRACTOR BUSINESS ADDRESS

1270 Natividad Road

CITY

Salinas

STATE

CA

ZIP

93906

PRINTED NAME OF PERSON SIGNING

ELSA JIMENEZ

TITLE

Director of Health Services

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A SCOPE OF WORK

1. GRANT AGREEMENT – Proposition 64 Public Health & Safety Grant

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

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Prop 64 PH&S Grant Program is funded by a portion of tax revenue generated from the cultivation and retail sale of legal adult-use cannabis or cannabis products. \$150,000,000 is available from the combination of the Fiscal Year 2023-24 State Budget appropriation and prior fiscal year Budget Act appropriations for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Cohort 3 Grant Program, 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: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals (incorporated by reference) and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding which is 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: Elsa Jimenez
Title: Director of Health Services
Address: 1270 Natividad Road, Salinas, CA 93906
Phone: 831-755-4526
Email: jjimenezem@co.monterey.ca.us

EXHIBIT A
SCOPE OF WORK

Designated Financial Officer authorized to receive warrants:

Name: Joseph Ripley
Title: Financial Manager II
Address: 1270 Natividad Road, Salinas, CA 93906
Phone: 831-796-1250
Email: riplej@co.monterey.ca.us

Project Director authorized to administer the project:

Name: Michelle House
Title: Program Supervisor
Address: 1441 Schilling Place, South 1st Floor, Salinas, CA 93901
Phone: 831-755-4607
Email: housem@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 they have full legal authority to bind the entity for which they sign.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Prop 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding.

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:

Progress Report Periods

1. May 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025

Due no later than:

- August 15, 2023
- November 15, 2023
- February 15, 2024
- May 15, 2024
- August 15, 2024
- November 15, 2024
- February 15, 2025
- May 15, 2025
- August 15, 2025
- November 15, 2025

**EXHIBIT A
SCOPE OF WORK**

11. October 1, 2025 to December 31, 2025	February 15, 2026
12. January 1, 2026 to March 31, 2026	May 15, 2026
13. April 1, 2026 to June 30, 2026	August 15, 2026
14. July 1, 2026 to September 30, 2026	November 15, 2026
15. October 1, 2026 to December 31, 2026	February 15, 2027
16. January 1, 2027 to March 31, 2027	May 15, 2027
17. April 1, 2027 to June 30, 2027	August 15, 2027
18. July 1, 2027 to September 30, 2027	November 15, 2027
19. October 1, 2027 to December 31, 2027	February 15, 2028
20. January 1, 2028 to March 31, 2028	May 15, 2028
21. April 1, 2028 to April 30, 2028	June 15, 2028

Note: Service delivery period ends April 30, 2028. The period of May 1, 2028 to October 31, 2028 is for completion of Local Evaluation Report and financial audit only.

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

September 30, 2023
October 31, 2028

C. Other

Financial Audit

Due no later than:

October 31, 2028

Grantees shall submit all other reports and data as required by the BSCC.

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 any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

EXHIBIT A

SCOPE OF WORK

- 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 Cohort 3 Scoring Panel (See Appendix A) from receiving funds awarded under the Prop 64 PH&S Cohort 3 RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Cohort 3 Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Cohort 3 Scoring Panel.
- B. In cases of an actual conflict of interest with a Prop 64 PH&S Cohort 3 Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. FINANCIAL AUDIT

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, October 31, 2028. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Quarterly Invoicing Periods:

1. May 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025
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17. April 1, 2027 to June 30, 2027
18. July 1, 2027 to September 30, 2027
19. October 1, 2027 to December 31, 2027
20. January 1, 2028 to March 31, 2028
21. April 1, 2028 to April 30, 2028

Due No Later Than:

- August 15, 2023
November 15, 2023
February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027
May 15, 2027
August 15, 2027
November 15, 2027
February 15, 2028
May 15, 2028
June 15, 2028

Final Invoicing Periods*:

1. May 1, 2028 to June 30, 2028
2. July 1, 2028 to October 31, 2028

Due no later than:

- August 15, 2028
December 15, 2028

**Note: Service delivery period ends April 30, 2028. The period of May 1, 2028 to October 31, 2028 is for completion of Local Evaluation Report and financial audit only.*

- B. All grant 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 service period, April 30, 2028, and included on the final invoice

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

due no later than June 15, 2028. Project costs incurred after April 30, 2028 will not be reimbursed/eligible for contribution.

- C. The Final Local Evaluation Report is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1, 2028 to October 31, 2028 must be submitted during the Final Expenditure Periods, with the final invoice due no later than December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The financial audit is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the financial audit during the period of May 1, 2028 to October 31, 2028 must be submitted during the Final Expenditure Periods, with the final statement of expenditure due no later than December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- 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. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

of sufficient funding made available to the BSCC pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3)(C).

- B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals Cohort 3, 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 statements of expenditures 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 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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 approve grantee expenditures 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. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

8. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	\$1,889,396
2. Services and Supplies	\$110,459
3. Professional Services	\$274,750
4. Non-Governmental Organization (NGO) Subcontracts	\$410,850
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$258,548
6. Equipment / Fixed Assets	\$1,700
7. Data Collection / Enhancement	\$0
8. Program Evaluation	\$0
9. Sustainability Planning	\$0
10. Other (include travel & training costs)	\$12,066
11. Financial Audit	\$15,000
TOTALS	\$2,972,769

EXHIBIT C
GENERAL TERMS AND CONDITIONS

General Terms and Conditions – GTC 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 hold 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.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 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 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 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) 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.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 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 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:

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 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. (Gov. 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 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: Proposition 64 PH&S Cohort 3 Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- D. Grantee shall immediately notify the BSCC if there is change in circumstances so that grantee no longer meets the eligibility criteria of the Proposition 64 PH&S Cohort 3 Program Request for Proposals. Grantee must immediately notify the BSCC if there is a change in grantee's nonprofit status or loss of good standing in the State of California (e.g., suspension or rescission of legal status by the Secretary of State for any reason, including but not limited to, failing to file forms, paying required fees, or making tax payments).

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: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposal and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Prop 64 PH&S Grant Cohort 3 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:

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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2028). 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.
- 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
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 Appendix F of the original Proposal Package).

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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 the Attachment 1: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding. Changes shall not be implemented by the project until authorized 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: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement; and
 - 4) if grantee no longer meets the criteria of an eligible applicant. A grantee no longer meets the criteria of an eligible applicant if grantee's nonprofit status changes or grantee is no longer in good standing with the State of California. A loss of good standing may include suspension or rescission of legal status by the California Secretary of State for any reason, including but not limited to, failing to file forms, pay required fees, or making tax payments.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.

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.

Title	Monterey County	12/02/2022
	by Michelle House in Proposition 64 Public Health & Safety Grant Program, Cohort 3- Request for Proposals	id. 34220261
	housem@co.monterey.ca.us	

Original Submission

12/02/2022

KEY INFORMATION

The Proposition 64 Public Health & Safety Grant Program, Cohort 3 Request for Proposals is divided into five (5) sections. Section I - Applicant Information Section II - Proposal Abstract Section III - Proposal Narrative and Project Work Plan (upload attachment) Section IV - Proposal Budget and Narrative (upload attachment) Section V - Attachments: Mandatory and Optional (upload attachments) Each section has fields that require a response. Applicants will be prompted to provide written text, numerical input, radial button choices, and upload attachments. Documents in Word, Excel, and/or PDF are allowable formats for upload attachments. Some responses requiring narrative text input have a limited number of allowable characters for those fields. If a character limit has been enabled for a specific response field, a character counter will display the number of characters allowed and will then show the number of characters remaining as text is entered into the response field. Character limits include all text, punctuation, and spaces. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." Applicants may start and stop their application, as needed, during the solicitation period. However, to save the information entered into the BSCC-Submittable Application, applicants must select "Save Draft" at the bottom of the application before existing. Applicants are prohibited from submitting the Prop 64 Grant Program, Cohort 3 application until all mandatory fields are completed (those with a red asterisk), character limits are in compliance, and required documents have been uploaded. Applicants should read the Prop 64 Cohort 3 RFP Instruction Packet prior to completing the application process. The RFP Instruction Packet contains all the necessary information to successfully complete and submit the Prop 64 application for Cohort 3. This document can be found at: <http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>.

CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Proposition 64 Public Health & Safety Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

SECTION I - APPLICANT INFORMATION

This section requires information about the applicant (County/City), grant funds being requested, proposed project synopsis and project officials.

Name of Applicant
(Name' County or City of Name')

Monterey County

Tax Identification Number **946000524**

Grant Funds Requested - **\$2,972,769**
Whole dollars only

Applicant's Physical Address

**1441 Schilling Place
South 1st Floor
Salinas
CA
93901
US**

Applicant's Mailing Address (if different than physical address)

n/a

Mailing Address For Reimbursement Payments **1270 Natividad Road
Salinas
CA
93906
US**

Project Title **Art and Education Go Together**

Project Summary **The Art and Education Go Together project will provide capacity for the Epicenter to facilitate art as healing classes to at-risk youth to describe their emotions and increase resiliency. Developing proficiency in the arts can promote feelings of self-efficacy and identity development – both of which are indicated in the prevention of mental health and substance use disorders. To facilitate youth prevention, school-based education and parent presentations will be provided throughout Monterey County. Grant funds will enhance our existing illicit cannabis social marketing campaign and expand the visual component, art as healing. Through a collaboration with the Monterey County Sheriff's Office, staff will create a cannabis safety sub-committee. The sub-committee will focus on; 1) theft and violence, and 2) safe cannabis consumption. MCSO will work to decrease theft and violence by utilizing Flock Safety cameras at various locations within the unincorporated area of Monterey County.**

Proposed Project County/City Size for Funding Distribution **Medium-sized county or a city within a medium-sized county**

Project Purpose Areas (PPAs) **PPA 1: Youth Development/Youth Prevention and Intervention
PPA 2: Public Health
PPA 3: Public Safety**

Lead Public Agency (LPA) Information **This sub-section requires information about the governmental agency with local authority of or within the county or city that will be acting as the LPA. Additionally, this section requires names and contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer with signing authority.**

Lead Public Agency (LPA) **Monterey County Health Department / Public Health**

Project Director **Michelle House**

Project Director's Title **Program Supervisor**

Project Director's Physical Address **1441 Schilling Place
South 1st Floor
Salinas
CA
93901
US**

Project Director's Mailing Address (if different than physical address) *n/a*

Project Director's Email Address **housem@co.monterey.ca.us**

Project Director's Phone Number **+18317554607**

Financial Officer **Joseph Ripley**

Financial Officer's Title **Finance Manager II**

Financial Officer's Physical Address **1270 Natividad Road
Salinas
CA
93906
US**

Financial Officer's
Mailing Address (if
different than physical
address) **n/a**

Financial Officer's Email
Address **ripleyjl@co.monterey.ca.us**

Financial Officer's Phone
Number **+18317961250**

Day-To-Day Program
Contact **Andrea
Estrada**

Day-To-Day Program
Contact's Title and
Agency/Department/Organization **Chronic Disease Prevention Coordinator/Monterey County Health Department/Public Health**

Day-To-Day Program
Contact's Physical
Address **1441 Schilling Place
South 1st Floor
Salinas
CA
93901
US**

Day-To-Day Program
Contact's Email Address **estradaa1@co.monterey.ca.us**

Day-To-Day Program
Contact's Phone Number **+18317554382**

Day-To-Day Fiscal
Contact **Betty
Marin**

Day-To-Day Fiscal
Contact's Title with
Agency/Department/Organization **Accountant II**

Day-To-Day Fiscal
Contact's Physical
Address **1270 Natividad Road
Salinas
CA
93906
US**

Day-To-Day Fiscal
Contact's Email Address **marinme@co.monterey.ca.us**

Day-To-Day Fiscal
Contact's Phone Number **+18317554596**

Name of Authorized
Officer* **Elsa
Jimenez**

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. **checked**

Date of Assurance **12/1/2022**

Authorized Officer's Title
and Agency/Department **Director of Health Services/Public Administrator/Public Guardian**

Authorized Officer's Physical Address **1270 Natividad Road
Salinas
CA
93906
US**

Authorized Officer's Email Address **jimenezem@co.monterey.ca.us**

Authorized Officer's Phone Number **+18317554526**

SECTION II - PROPOSAL ABSTRACT The Proposal Abstract should provide a brief summary of the proposed project. This section will not be included in the rating of the proposal.

PROPOSAL ABSTRACT The Monterey County Art and Education Go Together project will address three 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.

PPA one youth development and prevention, will be addressed through a new collaboration with the Epicenter to offer at risk youth healing personal and community trauma through art programming. Grant funds will allow Epicenter to expand their existing services to include art as healing to at-risk students as an expressive non-verbal outlet to elicit conversations not limited by words to describe their emotions and increase resiliency. Developing proficiency in the arts can promote feelings of self-efficacy and identity development – both of which are indicated in the prevention of mental health and substance use disorders.

PPA two public health, will be addressed through health education and social marketing efforts. Cannabis Education Program (CEP) staff will provide school-based cannabis education and facilitate parent presentations throughout Monterey County. PH&S funds will be utilized to expand our existing illicit cannabis social marketing campaign started in cohort one and provide new social media messaging, and the expansion of the visual component, art as healing, utilizing [Cannabis] Decoded.

PPA three public safety, will be addressed through a collaboration with CEP staff and the Monterey County Sheriff's Office (MCSO). CEP and MCSO staff will work together to create a cannabis safety sub-committee to address two issues focused on owners of cultivation, manufacture, and dispensary sites: 1) theft and violence, and 2) safe cannabis consumption. The MCSO will work to decrease theft and violence by utilizing PH&S funds to purchase 25 Flock Safety cameras that will be placed at various cultivation and manufacturing sites within the unincorporated area of Monterey County.

SECTION III - PROPOSAL NARRATIVE This section requires responses

Proposal Narrative Instructions The Proposal Narrative section must address the following Rating Factors- Project Need, the Project Description, and the Project Evaluation - as outlined in the Prop 64 Cohort 3 RFP Information Packet, beginning on page 18 of the Prop 64 Cohort 3 RFP Instruction Packet. Narrative in this section must clearly identify and delineate each Factor Section (i.e., Project Need, the Project Description, and the Project Evaluation) when responding. Sources cited must be included within Proposal Narrative or may be referenced within the optional RFP-Additional Information attachment . It is up to the applicant to determine how best to use the total character limit in addressing each section (i.e., Project Need, the Project Description, and the Project Evaluation) . However, the Applicant may use the percent of total point value for each section as a guide. The Rating Factors and weighted value are provided in the Prop 64 Cohort 3 RFP Instruction Packet (Page 15). The Project Work Plan must also be uploaded to this Section as it is rated under the Project Description Rating Factor (2.6).

Proposal Narrative

Project Need

Monterey County is located on the Central Coast of California just south of the San Francisco Bay Area, approximately 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 2021 U.S. Census Data, Monterey County has an overall population of 437,325 people and although it covers a large geographic area, over 37 percent of our population is concentrated in the City of Salinas (162,791). 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. Currently, the County allows cannabis businesses that include brick and mortar, delivery, manufacturing, testing, distribution, and cultivation that include cannabis and hemp.

The unincorporated area currently houses eight brick and mortar locations that include an expansive delivery system that operates throughout the County. Monterey County holds the fourth largest cannabis cultivation license in the State; with approximately 4,239,890 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 conducted key informant interviews (KII) with members of the Board of Supervisors, County cannabis programs/departments, cannabis operators, and the industry group (local attorneys and consultants). KII were conducted as part of an update to the Monterey County Cannabis Program Strategic Plan providing vital information on the cannabis industry. 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.

The lead public agency to guide our efforts will be the Monterey County Cannabis Education Program (CEP) housed within the Monterey County Health Department (MCHD). CEP staff will coordinate the PH&S grant program by assuring deliverables are met and funds are administered to County and community partnering agencies.

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 provide capacity to expand upon the established illicit media campaign created during cohort one.

During the 2021-22 school year, 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 a survey tool (N=400) 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.

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.¹ 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 funds will be utilized to provide cannabis prevention strategies through a progressive social marketing campaign targeting youth and young adults.

Second to alcohol, marijuana is the most used substance among youth, despite its status as an illegal drug in many states.² The rise of electronic cigarette use among youth offers new ways to consume cannabis often leading to the dual use of tobacco and cannabis, negatively impacting brain development. According to Kids Data, from 2017 to 2019, 9.9 percent of Monterey County 11th graders had used cannabis seven or more times. PH&S grant funds will provide capacity to collaborate with community and school partners to provide cannabis prevention education and an art as healing program for at-risk youth.

Project Description

PPA 1

MCHD serves the entire County, including the 12 incorporated cities. Their primary responsibility is to ensure the public's health and environment are protected. CEP is housed within the Chronic Disease and Injury Prevention Branch of MCHD Public Health Bureau. CEP is currently funded by PH&S grant funds to provide youth development and prevention interventions until October of 2023. Continued funding will provide CEP the capacity to expand our youth development and cannabis education services that cannot be met with current County cannabis funds.

The PH&S grant will provide funding for the Art and Education Go Together project. CEP will collaborate with Epicenter staff to offer at risk youth healing personal and community trauma through art programming. Epicenter is a 501c3 founded in 2014 by a group of young adults from the Salinas community to empower at-risk and system involved youth. Over the past eight years, Epicenter has expanded to include supportive services for LGBTQ+, foster, and unhoused youth. Services include drug and alcohol education, a food pantry, and teen closet. Additional information on Epicenter can be found by utilizing the webpage link within the additional RFP information page.

According to 2021 data from the Center for Disease Control and Prevention, more than a third (37%) of high school students reported they experienced poor mental health during the COVID-19 pandemic, and 44 percent reported they persistently felt sad or hopeless during the past year. Today's teenagers are vastly different than they were before the pandemic and have collectively shared a major life event.

PH&S grant funds will allow Epicenter to expand their existing services to include art as healing to provide students an expressive non-verbal outlet to elicit conversations that are not limited by words as a way to describe their emotions and increase resiliency. Developing proficiency in music, arts, or dance can help promote feelings of self-efficacy and identity development – both of which are indicated in the prevention of mental health and substance use disorders.

PH&S grant funds will support a county-wide prevention approach to selected at-risk high school students small group art classes creating a safe space to bridge art and emotional healing. Epicenter staff will collaborate with high school wellness centers and staff to gather referrals for youth who would benefit from small pro-social nonjudgmental group art classes. The teaching model will include art classes facilitated by Epicenter staff and a master's in social work intern reaching approximately 300 high school students annually (1,500 over five years). Art classes will be provided in three geographic locations: Southern Monterey County, city of Salinas (most populated jurisdiction) and the Monterey Peninsula with exact locations to be determined.

PPA 2

CEP has a long-standing relationship with the Monterey County Office of Education (MCOE) and works closely with the Tobacco-Use Prevention Education Program coordinator. MCOE will promote CEP staff to continue offering cannabis education and prevention education to 5,000 (over the five year grant cycle) middle and high school students throughout Monterey County utilizing the Cannabis Awareness & Prevention Toolkit (CAPT). The identified CEP staff member to lead the school efforts has over 20 years of health education experience working with school-based populations. The identified staff member has been successful in offering school-based cannabis education; continued PH&S funding will provide capacity to continue the efforts begun during cohort one.

CAPT is a theory based and evidence informed educational resource aimed at preventing and delaying 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. Additional information on CAPT can be found by utilizing the webpage link within the additional RFP information page.

To further facilitate youth cannabis prevention, PH&S funds will provide capacity for the Cannabis Education Program Coordinator (CEPC) to provide parent presentations throughout Monterey County. CEPC will utilize the existing [Cannabis] Decoded parent presentation curriculum and handouts (Spanish and English) to provide six parent presentations annually throughout Monterey County.

To address the illicit market within Monterey County, PH&S grant funds will be utilized to

enhance and expand our existing illicit cannabis social marketing campaign started in cohort one. Media assets will be focused on decreasing illicit cannabis consumption and include concepts in English and Spanish appropriate for Facebook, TikTok, and Instagram. Media concepts will illustrate the devastating impacts of illegal cannabis on our waterways and wildlife causing irreversible damage to the ecosystem.

The illicit social marketing campaign will be provided by Keehan&Partners. 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 bilingual concepts (Spanish and English) educating community members on; 1) selling and giving of cannabis to minors and 2) purchases from unlicensed cannabis outlets. The CEPC is bilingual/bicultural and will provide translation of all Spanish materials. Additional information on Keehan&Partners can be found by utilizing the webpage link within the additional RFP information page.

PH&S funds will allow CEP staff to employ new strategies to provide social media messaging and educational materials that engage Monterey County parents, youth and young adults. County engagement will be provided through a collaboration with the Social Changery to provide a youth cannabis education initiative; [Cannabis] Decoded. [Cannabis] Decoded is a youth focused initiative from San Mateo County that was launched in 2018, in partnership with the San Mateo County Youth Commission. This youth led campaign aims to provide reliable, factual information on cannabis to empower youth to make informed decisions that impact their health and futures. Additional information on the Social Changery can be found by utilizing the webpage link within the additional RFP information page.

The Social Changery will collaborate with CEP and Epicenter staff to create local campaign materials and messaging. Local campaign materials may include safe storage information to be distributed to dispensaries, and the expansion of the visual component of art as healing into a larger creative expression event and/or content. Local campaign materials may include one handout for print, one digital design version, and one social media graphic version. The CEPC will coordinate with Social Changery staff to provide language translation of the local campaign customizations.

PPA 3

The cultivation and trafficking of cannabis relies heavily on cash transactions. As a result, violent assaults and robberies have increased with the expansion of legal and illegal cannabis throughout California. Monterey County is no exception, the Monterey County Sheriff's Office (MCSO) has investigated numerous crimes related to cannabis in recent years. PH&S funds will enhance MCSO enforcement activities by adding two new components currently not paid for by County cannabis tax dollars.

The first component will include collaboration with CEP and MCSO staff to create a cannabis safety sub-committee. The safety sub-committee will address two issues focused on owners of cultivation, manufacture, and dispensary sites: 1) theft and violence, and 2) safe cannabis consumption. The newly established safety sub-committee will stem from the existing monthly Cannabis Industry Stakeholder meetings and provide opportunity to bring issues forward. Safety sub-committee meetings will be held quarterly and may include topics such as approved source cannabis, safe storage, drugged driving and the health effects of smoking/vaping cannabis utilizing materials created through our work in PPA 2.

The second component addresses theft and violence due to increased cannabis cultivation, manufacturing, and distribution. MCSO will work to decrease theft and violence by utilizing PH&S funds to acquire 25 Flock Safety cameras that will be placed at various cultivation and manufacturing sites within the unincorporated area of Monterey County. Flock Safety cameras provide crime-fighting technology (cameras and software) that allow the industry and law enforcement to work together to mitigate crime and theft.

The cameras can capture and analyze vehicle license plate, vehicle color, and vehicle make objects (roof rack, unique hub cap, etc.) based on image analytics (not car registration data), which protects against stolen/removed license plates. Facial recognition technology is not used in Flock Safety Cameras, nor is the recording of any personally identifiable information such as names, addresses, or phone numbers. The camera footage is stored, secured, and encrypted within the Government Cloud and is automatically deleted every thirty (30) days on a rolling basis. Cameras will only take photos and are not used for surveillance purposes.

Project Evaluation

The County of Monterey Health Department Administration Bureau's Planning, Evaluation

and Policy (PEP) Unit will serve as the evaluator for the Art and Education Go Together project. PEP will develop data sharing agreements with all four identified program partners, develop and implement data collection tools for program start-up, and implementation, and provide guidance on the overall project evaluation. PEP will attend meetings and provide status updates to the Project Director and PH&S staff and assist with preparing reports as needed.

The processes that are quantifiable and in line with the intent of the project proposal and objectives listed in the work plan include the counts of program staff, participants, classes provided, parent groups or parent education sessions, newly developed media content, sub-committee meeting, Flock Safety Cameras, and newly recruited member from the Cannabis Industry Stakeholder meetings. The Outcome measures will include the rates of attendance, participation, reach, attendance, reported use of cannabis and reported thefts and violence at cultivation, manufacture and dispensary sites. Demographic data, language utilized, location of service areas, and additional data items will also be utilized to contribute to a meaningful evaluation.

To ensure program fidelity, PEP will utilize a data tracking tool and timeline for data collection. The data tracking tool will specify the data element for each process and outcome measure, along with the data source, and frequency of collection. All data will be collected on an ongoing basis with continued project performance monitoring and quarterly evaluation reports. The final evaluation report will be developed at the end of the service delivery period and will be shared with CEP and PH&S staff.

Data will be collected directly from program partners by PEP utilizing data collection tools that best fit partner capabilities (e.g., Microsoft Excel). Surveys needed for this project will be developed using Qualtrics Survey platform. Qualtrics Survey Analytics and SAS Enterprise Guide will be used to evaluate baseline and outcome measures related to the process and outcome measures.

The methodology for this project evaluation will incorporate a mixed-methods analysis model. Quantitative and qualitative data will be collected to assess program efforts on an ongoing basis and used for decision-making to modify, expand, or sustain program plans.

Prop 64 PH&S Grant Program Project Work Plan

Applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, responsible parties for those activities and services, and estimated timelines. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. As this grant term is for five (5) years, the Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. Include data and sources that will be used to measure project outcomes.

Applicants must use the Project Work Plan provided below. You will be prompted to upload this document to the BSCC-Submittable Application.

(1) Goal:	> Improve school engagement among identified at-risk Monterey County high school students.		
Objectives (A., B., etc.)	> By April 30, 2028, the Epicenter will provide art as healing classes to 1,500 selected at-risk high school students throughout Monterey County.		
Process & Outcome Measures:	> Process Measures: 1. Number of Coordination Staff 2. Number of staff teaching art as healing classes 3. Number of healing classes offered 4. Number of students attending healing classes 5. Risk level of students 6. Location of classes > Outcome Measure: 1. Rate of art as healing classes attendance 2. Rate of reach per location 3. Rate of engagement		
Project activities/services that support the identified goal and objectives: > 1. Cannabis Education Program (CEP) staff will establish a five year contract with Epicenter to provide art as healing classes throughout Monterey County. 2. Epicenter will identify program staff to coordinate and teach art as healing classes. 3. Epicenter staff will identify appropriate schools to partner with and establish a five year memorandum of understanding (MOU) with Monterey County School Districts. 4. Epicenter staff will establish art as healing locations in three geographic locations (south county, Monterey peninsula, and Salinas). 5. Epicenter will collaborate with Monterey County Behavioral Health to identify a Master in Social Work intern to collaborate on art as healing classes. 6. Epicenter will work with staff from identified schools to gain appropriate referrals of at-risk students to participate in art as healing classes. 7. Epicenter will provide art as healing classes to 300 high school youth annually.	Responsible staff/ partners	Timeline	
	> CEP staff	> 5/1/23	> 12/30/23
	Epicenter	5/1/23	12/30/23
	Epicenter	5/1/23	1/30/28
	Epicenter	5/1/23	12/20/23
	Epicenter	5/1/23	4/30/28
	Epicenter	1/1/24	4/30/28
	Epicenter	1/1/24	4/30/28

List data and sources to be used to measure outcomes: > Data Items: coordination staff, staff teaching art as healing classes, dates classes offered, counts of new students attending each class, number of all students (new and repeat) attending each class, risk levels of each student (low, medium, high-risk), location of classes Data Source: Epicenter			
(2) Goal:	> Reduce rates of youth cannabis use among Monterey County middle and high school students.		
Objectives (A., B., etc.)	> A. By April 30, 2028, CEP staff will provide cannabis educational prevention presentations to 5,000 middle and high school students combined. B. By April 30, 2028, CEP staff will provide 30 parent presentations in English and Spanish throughout Monterey County.		
Process & Outcome Measures:	> CEP staff and the program evaluator (PE) will collect demographic and pre/post test data from middle and high school students; results may be used to refine the school presentations. Process Measures: 1. Count of middle school students provided with cannabis education and prevention education classes per year 2. Count of high school students provided with cannabis education and prevention education classes per year 3. Count of parent groups / parent education sessions offered per year 4. Count of parent presentations in Spanish 5. Count of parent presentations in English Outcome Measures: 1. Attendance rate of cannabis educational prevention presentation 2. Attendance rate of parent presentations 3. Reported rates of cannabis use amongst youth in Monterey County 4. Rates of increased cannabis prevention knowledge		
Project activities/services that support the identified goal and objectives: > 1A. CEP staff will identify appropriate schools to partner with and establish a five year memorandum of understanding (MOU) with Monterey County School Districts. 2A. CEP staff will work with teachers from identified schools to gain access to middle and high school classrooms to provide cannabis education and prevention education. 3A. CEP staff will provide cannabis education and prevention education classes to 1,000 high school youth annually. 4A. CEP staff will collaborate with PE to collect demographic and pre/post test data from youth. 1B.CEP staff will identify parent groups and/or appropriate locations to provide parent education sessions. 2B. CEP staff will provide six parent presentations in Spanish and English annually throughout Monterey County. 3B. CEP staff will collaborate with PE to collect demographic and pre/post test data from parents.	Responsible staff/ partners	Timeline	
		Start Date	End Date
	> CEP	> 9/1/23	> 4/30/24
	CEP	10/1/23	4/30/28
	CEP	10/1/23	4/30/28
	CEP/PE	10/1/23	4/30/28
	CEP	5/1/23	4/30/28
	CEP	5/1/23	4/30/28
	CEP/PE	5/1/23	4/30/28

<p>List data and sources to be used to measure outcomes: > Data items: Count of new middle and high school students provided with cannabis education and prevention classes, parent groups/sessions offered, count of parent presentations in English, count of parent presentations in Spanish, and rates of cannabis use amongst youth in Monterey County. Data source: Middle and High school student pre and post test, BSCC youth demographic form, and CEP staff log, CEP/PE data</p>			
(3) Goal:	> Increase community awareness of youth cannabis use and illicit market cannabis products.		
Objectives (A., B., etc.)	<p>> A. By April 30, 2028, Monterey County will collaborate with Keehan & Partners to create four new illicit cannabis assets.</p> <p>B. By April 30, 2028, Monterey County will collaborate with the Social Changery to create 3-4 media assests targeted towards decreasing youth cannabis use.</p>		
Process & Outcome Measures:	<p>> Process Measures: 1.Count of newly developed media content per year 2.Count of interactions with each developed content shared on social media</p> <p>Outcome Measures: 1. Rate of interactions per marketed materials</p>		
Project activities/services that support the identified goal and objectives: > 1A. CEP staff will establish a contract in year one, two, and four with Keehan& Partners to build upon the existing illicit social marketing campaign to create four new media assests in (Spanish & English). 2A. CEP staff will collaborate with PE to provide 3-4 focus groups to test new illicit media concepts. 3A. Based on focus group results, CEP staff will coordinate with Keehan & Partners staff to provide language translation of the illicit market campaign materials. 4A. Keehan & Partners will work with CEP staff to place concepts to reach target audiences which may include Facebook, Instagram, TikTok or print. 1B. CEP staff will establish a contract with Social Changery in year two and four to create media assets to address cannabis use among youth and young adults and expand the visual components of the art as healing project with Epicenter. 2B. CEP staff will collaborate with PE to provide 2-3 focus groups to test media assets and art as healing youth prevention messaging. 3B. Based on focus group results, CEP staff will coordinate with Social Changery staff to provide language translation of the local campaign customizations. 4B. Based on focus group results, CEP staff will work with Social Changery staff to provide graphic versions appropriate for print, and digital placement.	Responsible staff/ partners	Timeline	
			Start Date
	> CEP	> 5/1/23	> 12/30/26
	CEP/PE	1/1/24	12/30/27
	CEP/Keehan and Partners	1/1/24	1/30/27
	CEP	1/1/24	6/30/27
	CEP	5/1/24	12/30/26
	CEP/PE	12/30/24	4/1/27
	CEP/Social Changery	1/31/25	6/30/27
	CEP/Social Changery	1/31/25	6/30/27
<p>List data and sources to be used to measure outcomes: > Data items: Newly developed media content, date content shared, source of shared content (social media, traditional media), analytics on interactions and reach of shared content). Qualitative data from results of focus groups testing youth prevention and safety messages</p> <p>Data source: CEP Staff log, Focus Group log, Keehan & Partners and Social Changery</p>			

(4) Goal:	> Decrease theft and violence and increase safe cannabis use with cultivation, manufacture, and dispensary sites.		
Objectives (A., B., etc.)	<p>> A. By April 30, 2028, Monterey County Sheriff's Office (MCSO) and CEP staff will hold 18 safety sub-committee meetings with cultivation, manufacture, and dispensary sites.</p> <p>B. By April 30, 2024, MCSO will decrease theft and violence by placing 25 Flock Safety cameras at various cultivation and manufacturing sites within the unincorporated area of Monterey County.</p>		
Process & Outcome Measures:	<p>> Process Outcome:</p> <ol style="list-style-type: none"> 1. Count of newly recruited members from the Cannabis Industry Stakeholder meetings per year 2. Count of participants in cannabis safety sub-committee per year 3. Count of sub-committee meetings held per year 4. Count of Flock Safety cameras placed per year 5. Count of thefts and violence reported at cultivation, manufacture and dispensary sites 6. Recommendations/Guidance on materials and procedures made by cannabis safety <p>Outcome measures:</p> <ol style="list-style-type: none"> 1. Rate of thefts and violence reported at cultivation, manufacture, and dispensary sites 2. Types of recommendations made by subcommittee 		
Project activities/services that support the identified goal and objectives: > A1. MCSO and CEP staff will recruit members from the Cannabis Industry Stakeholder meetings to participate in the cannabis safety sub-committee. A2. MCSO and CEP staff will facilitate quarterly (3-4) cannabis safety sub-committee meetings annually. A3. MCSO and CEP staff will work with the cannabis safety sub-committee to provide guidance on materials and procedures that protect industry and community safety. B1. MCSO will work with the cannabis safety sub-committee to place 25 Flock Safety cameras at various cultivation and manufacturing sites within the unincorporated area of Monterey County in year one only.	Responsible staff/ partners	Timeline	
		Start Date	End Date
	> MCSO/CEP	> 5/1/23	> 4/30/28
	MCSO/CEP	10/1/23	4/30/28
	MCSO/CEP	10/1/23	4/30/28
	MCSO	10/1/23	6/30/24
List data and sources to be used to measure outcomes: > Data items: Cannabis safety subcommittee members, recommendations/guidance on materials made by subcommittee, cameras placed, theft or violence reports including location , and meaningful use of Flock Safety cameras. Data Source: Cannabis Industry safety subcommittee, MCSO, CEP			

Additional RFP Information

Citations

- 1 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
- 2 National Institute on Drug Abuse; National Institutes of Health; U.S. Department of Health and Human Services.

Webpage Links

[Epicenter Monterey County](#)

[Stanford Cannabis Prevention Tool Kit](#)

[Keehan & Partners](#)

[The Social Changery](#)



Request for Proposals Section IV: Project Budget and Budget Narrative

Proposition 64 Grant Program Cohort 3 Applicant: County of Monterey, Monterey County Health Department

Project Budget: Enter estimated costs for reimbursement for the full five (5) year grant term.

Note: This top table will auto-populate based on the information entered in the sections below.

Budget Line Item	Grant Funds
1. Salaries and Benefits	\$1,889,396
2. Services and Supplies	\$110,459
3. Professional Services	\$274,750
4. Non-Governmental Organizations (NGO) Contracts	\$410,850
5. Equipment / Fixed Assets	\$1,700
6. Data Collection / Enhancement	\$0
7. Program Evaluation	\$0
8. Sustainability Planning	\$0
9. Other (include any travel and/or training costs)	\$12,066
10. Financial Audit (Up to \$25,000 may be allocated for an end of project financial audit.)	\$15,000
11. Indirect Costs/Administrative Overhead (Costs may be charged at an amount not to exceed ten percent (10%) of the actual total direct project costs.)	\$258,548
TOTAL	\$2,972,769

1. Salaries and Benefits		
Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Grant Funds
Example (Hourly): Fiscal Manager	\$60/hour x 10 hours/month x 3 years = \$21,600 + benefits @ 22% = \$4,752	\$26,352
Example (FTE): Counselor	.25 FTE @ \$60,000 x 3 years = \$45,000	\$45,000
A. Health Program Coordinator/Project Director	FY1, .06 FTE = \$7,331 FY2-5, .10 FTE = \$52,652 + benefits @64%=\$38,388	\$98,371
B. Chronic Disease Specialist II/Cannabis Educator	FY1, .60 FTE = \$56,635 FY2-5, 1.0 FTE = \$406,745 +benefits @64%=\$296,563	\$759,943
C. Prevention Coordinator/Project Coordinator	FY1, .83 FTE = \$84,148 FY2-5 1.0 FTE = \$427,600 +benefits @64%=\$327,518	\$839,266
D. Epidemiologist/Program Evaluator (PEP)	FY1, .17 FTE = \$19,270 FY2-5 .20 FTE = \$97,691 +benefits @64%=\$74,855	\$191,816
TOTAL		\$1,889,396

Salaries and Benefits Narrative:

A. Health Program Coordinator/Project Director: The Project Director is responsible for the oversight of all activities funded through the grant, the project implementation, providing key direction to the Project Coordinator, Cannabis Educator, and monitoring professional service agreements and NGO's. The Project Director is responsible for supervision of staff, coordination efforts, and monitoring evaluation activities in Scope of Work (SOW).

B. Chronic Disease Prevention Specialist II/ Cannabis Educator: The Cannabis Educator is responsible for providing cannabis education and social marketing support within the schools. Both middle and high school students will be served. The Cannabis Educator will also complete parent presentations throughout Monterey County. The Cannabis Educator will administer and collect pre/post tests from presentation participants.

C. Chronic Disease Prevention Coordinator/Project Coordinator: The Project Coordinator acts as the primary day-to-day point of contact for communications, regularly monitors cannabis education-related research and information to support SOW objectives. The Project Coordinator will complete contract agreements, progress reports, recruit members from the cannabis industry to participate in the cannabis safety subcommittee, facilitate the subcommittee, and provide subject matter expert input and guidance to the subcommittee to protect industry and community safety.

D. Supervising Public Health Epidemiologist/Program Evaluator: Under the direction of the Project Director, the Program Evaluator provides services for planning evaluation activities, evaluation design, evaluation tools, implementation of activities such as development of data collection instructions, data collection training and protocols, data analysis, report writing, and analysis of results. The Program Evaluator reviews demographic and pre/post data, completes focus groups to test new media concepts to address illicit market concerns, will focus group test media assets for youth on art as healing, and will complete other evaluation data collection and reporting as required.

Description of Subcontract	Calculation for Expenditure	Grant Funds
Example: NGO Contract- To be identified	Cannabis Prevention Classes \$150 x 24 classes per year (x 5 years)	\$18,000
A. Epicenter	FY1-5 \$82,170 per year x 5 years	\$410,850
TOTALS		\$410,850

Non-Governmental Organizations (NGO) Subcontracts Narrative:

A. Epicenter: The Epicenter will provide art as healing to at-risk youth as a non-verbal outlet to elicit conversations not limited by words to describe their emotions and increase resiliency. Developing proficiency in the arts can promote feelings of self-efficacy and identity development – both of which are indicated in the prevention of mental health and substance use disorders. Epicenter will support this countywide prevention approach to decrease the risk of cannabis use among youth.

Costs per each FY:
 Program Coordinator .5FTE @\$25,000 Deputy Director .25FTE @ \$5,000 Executive Director .25FTE @\$7,000 = \$37,000
 Payroll Taxes and Benefits \$3,700
 Technical Assistance \$10,000
 Food for participants \$5,000
 Stipends for participants \$3,000
 Travel \$1,000
 Program supplies \$10,000
 Program operating expenses \$12,470

5. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds
Example: Purchase of Vehicle	4x4 Truck and tow package as available (Market Value)	\$85,000
A. Purchase of Laptop	1 Laptop for the Cannabis Educator FY1	\$1,700
TOTALS		\$1,700

Equipment/Fixed Assets Narrative:

A. Purchase of Laptop: One laptop will be purchased for the Cannabis Educator to complete SOW activities and complete presentations at school sites and additional locations as required. Laptop will meet all Monterey County Information Technology mobile device requirements.

6. Data Collection / Enhancement

Description	Grant Funds
Example: Data ad hoc reporting and upgrades for BSCC Quarterly Progress Report measures	\$10,329
N/A	\$0

TOTAL	\$0
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Data Collection / Enhancement Narrative:

N/A

7. Program Evaluation

Description	Grant Funds
Example: Contract with ABC Researchers to develop Evaluation Plan, Final Report, and assist with Quarterly Progress Reports	\$25,750
Program evaluation will be provided by County of Monterey Health Department Administration Bureau's Planning, Evaluation and Policy (PEP) Unit.	\$0
TOTAL	\$0

Program Evaluation Narrative:

County of Monterey Health Department Administration Bureau's Planning, Evaluation and Policy (PEP) Unit will serve as the evaluator for the Art and Education Go Together project. Please see the salaries and benefits section for details.

8. Sustainability Planning

Description	Grant Funds
Example: Room rental for quarterly strategic planning meeting for community & gov't partners to continue services post-award.	\$8,575
N/A	\$0
TOTAL	\$0

Sustainability Planning Narrative:

N/A



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

November 28, 2022

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

Dear Grant Committee:

Please accept this letter of commitment to actively participate in the Monterey County Health Department's competitive grant application to provide art as healing classes for at risk Monterey County youth.

Epicenter is a 501c3 founded in 2014 by a group of young adults from the Salinas community to empower at-risk and system-involved youth. Over the past eight years, Epicenter has expanded to include supportive services for LGBTQ+, foster, and unhoused youth. Services include drug and alcohol education, a food pantry, and teen closet.

Today's teenagers are vastly different than they were before the pandemic and have collectively shared a major life event. The COVID pandemic has exposed many young people to trauma and tested their resilience, and for some the pandemic created an atmosphere of uncertainty and anxiety.

Grant funds will support a county-wide prevention approach to provide selected at-risk high school students small group art classes creating a safe space to bridge art and emotional healing.

The teaching model will include art classes facilitated by Epicenter staff and an MSW intern reaching approximately 300 high school students annually. Art classes will be provided in three geographic locations: Southern Monterey County, city of Salinas and the Monterey Peninsula with exact locations to be determined.

The Epicenter exists to empower at risk and system involved youth ages 16-24 to flourish by connecting them to community resources that provide opportunities for equity and hope in order to improve youth outcomes in Monterey County.

The Epicenter

737 South Main Street
Salinas, CA 93901
Epicentermonterey.org
Office: (831) 998 - 7291
info@epicentermonterey.org

Our Gente

Jacob Agama
Angela Soto Cerros

Friday Night Live Staff

Lesa Rubalcava
David Martinez
Joey Torres

Foster Youth Services

Victor Carmona

Media Content Creator

Hailey Gomez

Deputy Director

Sam Gomez

Executive Director

Richelle Santoya

Board of Directors

Steve Nejasnich (Chair)
Sharon Tucker
Edie Frederick
Fernanda Ocaña



Art as healing classes will provide students an expressive non-verbal outlet to elicit conversations that are not limited by words as a way to describe their emotions, increase resiliency and decrease the risk of cannabis use. Grant funds will provide capacity for resources to support some of our most vulnerable youth.

Thank you for your consideration,

A handwritten signature in black ink that reads 'Richelle Santoya'. The signature is written in a cursive, flowing style.

Richelle Santoya
Executive Director
The Epicenter
831-998-7291
737 South Main Street
Salinas, CA. 93901



Monterey County Office of Education

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

*Dr. Deneen Guss
County Superintendent of Schools*

November 29, 2022

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:

The Monterey County Office of Education (MCOE) has reviewed the Monterey County Cannabis Education Program's (CEP) 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 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, MCOE engages in local partnerships to provide opportunities that support student success, including a strong focus on the health and well-being of our youth.

In collaboration with the Monterey County Health Department, MCOE will support their efforts to continue cannabis education within schools utilizing the Stanford toolkit. The theory-based and evidence-informed educational resource that is utilized aims to prevent and delay students' use of cannabis and to encourage those who are using to cut back and/or quit. This is critical in reducing the short-term and long-term effects that cannabis has on the brain development of youth.

MCOE will support the efforts to fund art as healing classes through their selected facilities, utilizing the skills and staff of the Epicenter. Art as healing classes will be provided on a rotating monthly schedule throughout Monterey County. Art as healing classes align with MCOE's Positive Behavior Interventions and Supports school-based systems. MCOE commits to continuing CEP membership on the school climate committee and offering presentations to school district superintendents on the educational offerings available through the grant.

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

Sincerely,

A handwritten signature in blue ink that reads 'Deneen Guss'.

Deneen Guss, Ed.D.
Monterey County Superintendent of Schools



MONTEREY COUNTY, CALIFORNIA
SHERIFF'S OFFICE
Keeping the peace since 1850

STEVE BERNAL
Sheriff-Coroner

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

November 28, 2022

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

Dear Grant Committee:

Please accept this letter of commitment to actively participate in the Monterey County Health Department's competitive grant application to help combat illicit activity related to cannabis consumption, distribution and cultivation.

The mission of the Monterey County Sheriff's Office is to safeguard the lives and property of Monterey County residents. This includes an aggressive approach to illegal cannabis operations that pose a threat to public safety due to potentially harmful cannabis products.

If funded, the Monterey County Sheriff's Office's in collaboration with the Monterey County Health Department will create a Cannabis Safety Sub-Committee. This committee will involve the Monterey County Sheriff's Office, Public Health, and law enforcement representatives from around the county in conjunction with the cannabis industry.

The Safety Sub-Committee will meet throughout the year to discuss relevant topics and concerns the cannabis industry is facing. The mission of the Safety Sub-Committee is to provide the cannabis industry (commercial cannabis growers, dispensaries, etc.) with a proactive approach to aide in on-site safety, of employees, customers and community members.

The Monterey County Sheriff's Office will utilize grant funds for strategic implementation of Flock Safety cameras to assist in preventing and identifying criminal activity related to cannabis industry sites. Currently, the Monterey County Sheriff's Office does not have capacity for a system to assist with public safety at cannabis industry sites.

The Monterey County Sheriff's Office looks forward to building on our continued relationship with the Monterey County Health Department. These resources and partnerships are invaluable in the success of continued education and safety.

Thank you for your time.

Sincerely,

DocuSigned by:

Steve Bernal, Sheriff

APPENDIX A
PROPOSITION 64 PH&S GRANT PROGRAM COHORT 3
SCORING PANEL ROSTER

	Name	Title	Organization
1	Guillermo Viera Rosa (Chair)	BSCC Board Member Director, Div. of Adult Parole	CA Department of Corrections and Rehabilitation
2	Devin Gray	Policy Research	Department of Cannabis Control – Policy and Research Division
3	Jim Keddy	Director	Youth Forward
4	Ata Khan	Planning Manager	City of Pomona – Development Services
5	Charles Smith	Commander	Department of Cannabis Control – Law Enforcement Division
6	America Velasco	Pre-Trial Services Coordinator	Solano County Superior Court

APPENDIX B
CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING
PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT FUNDS

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program Cohort 3 Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S Cohort 3 funds. The RFP describes these requirements as follows:

The Prop 64 PH&S Grant Program Cohort 3 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 Grant Program Cohort 3 funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S Grant Program Cohort 3 funds (as either subgrantee 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 (i.e., December 1, 2022) 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.

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), nonprofit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g., counties, cities, school districts, etc.).

APPENDIX B
CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING
PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT FUNDS

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

Grantee: County of Monterey

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input 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 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 Program Cohort 3 RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

The BSCC will not disburse or reimburse for costs incurred by any third party 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
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE (Blue Ink Only or E-signature) x			DATE