

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 945-21

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC-5227**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

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

START DATE

MAY 1, 2021

THROUGH END DATE

OCTOBER 31, 2024**3. The maximum amount of this Agreement is:****\$1,000,000.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

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

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

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

CITY OF CHULA VISTA

CONTRACTOR BUSINESS ADDRESS

276 Fourth Avenue

CITY

Chula Vista

STATE

CA

ZIP

91910

PRINTED NAME OF PERSON SIGNING

MARIA KACHADOORIAN

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

EXHIBIT A: SCOPE OF WORK

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

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

2. PROJECT SUMMARY AND ADMINISTRATION

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

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

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

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

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

Authorized Officer with legal authority to sign:

Name: Maria Kachadoorian
Title: City Manager
Address: 276 Fourth Avenue, Chula Vista, CA 91910
Phone: 619-691-2398

Designated Financial Officer authorized to receive warrants:

Name: Jonathan Alegre
Title: Administrative Services Manager
Address: 315 Fourth Avenue, Chula Vista, CA 91910
Phone: 619-476-2570
Email: jalegre@chulavistapd.org

Project Director authorized to administer the project:

Name: Michael Varga
Title: Sergeant, Chula Vista Police Department
Address: 315 Fourth Avenue, Chula Vista, CA 91910
Phone: 619-691-5059
Email: mvarga@chulavistapd.org

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

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

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION

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

5. REPORTING REQUIREMENTS

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

Quarterly Progress Report Periods

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

Due no later than:

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

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

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

- August 1, 2021
October 31, 2024

C. Other

Financial Audit

Due no later than:

October 31, 2024

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

EXHIBIT A: SCOPE OF WORK

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

7. CONFLICT OF INTEREST

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

8. FINANCIAL AUDIT

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Quarterly Invoicing Periods:

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

Due no later than:

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

Final Invoicing Periods*:

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

Due no later than:

- August 15, 2024
December 15, 2024

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

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE.

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

4. PROJECT COSTS

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

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

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

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

BUDGET LINE ITEMS	GRANT FUNDS
1. Salaries and Benefits	\$ 628,623
2. Services and Supplies	\$ 0
3. Professional Services	\$ 0
4. Non-Governmental Organizations (NGO) Contracts	\$ 195,000
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 50,377
6. Equipment / Fixed Assets	\$ 0
7. Data Collection / Enhancement	\$ 0
8. Program Evaluation	\$ 126,000
9. Sustainability Planning	\$ 0
10. Other (include travel & training costs)	\$ 0
11. Financial Audit	\$ 0
TOTAL	\$ 1,000,000

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

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

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

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

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

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

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

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

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

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

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

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

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

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

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1) Books and Records

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

2) Access to Books and Records

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

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2023). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

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

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

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

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposals/Application for Funding, or approved modifications. Changes shall not be implemented by the project until authorized in writing by the BSCC.

8. TERMINATION

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

9. SETTLEMENT OF DISPUTES

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

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

9. UNION ACTIVITIES

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

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

10. WAIVER

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

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

**PROPOSAL PACKAGE*
COVER SHEET**

Submitted by (Name of eligible applicant):

City of Chula Vista

DATE SUBMITTED TO THE BSCC:

January 28, 2021

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

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

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

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

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

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


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

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

A. APPLICANT: City of <Name> or <Name> County		B. TAX IDENTIFICATION NUMBER:	
NAME OF APPLICANT City of Chula Vista		TAX IDENTIFICATION # 956000690	
STREET ADDRESS 276 Fourth Avenue	CITY Chula Vista	STATE CA	ZIP CODE 91910
MAILING ADDRESS (if different) Same	CITY	STATE	ZIP CODE
C. PROJECT TITLE:	Youth Mitigation & Cannabis Awareness		
D. PROJECT SUMMARY (100-150 words):	E. GRANT FUNDS REQUESTED:	\$ 1,000,000	
This project is aimed at youth education, youth prevention, and community education regarding cannabis use. We will work with a local non-governmental organization to assist with educating our youth and community about cannabis. However, along with educating the youth and the community, we will focus on the legal and illegal cannabis industry as well. By combatting the illegal cannabis entities in our city, we believe we can keep the illegal cannabis industry from supplying the youth in our community with cannabis products. Along with combating the illegal operators, we would also devote time to working with our legal operators to ensure they are complying with our city regulations and laws. By establishing partnerships with our legal operators, we can ensure they are focused on responsible business practices which should ensure their success going forward. With these goals in place, we can ensure a safer community and industry going forward.			
F. PROJECT PURPOSE AREA 1- YOUTH DEVELOPMENT/YOUTH PREVENTION & INTERVENTION (MANDATORY): Must be at least 10% of the amount in Section E			\$ 195,000
G. PROJECT PURPOSE AREAS 2, 3, & 4 (In addition to PPA 1, check all that apply for the proposed project)			
<input type="checkbox"/> PPA 2: Public Health <input checked="" type="checkbox"/> PPA 3: Public Safety <input type="checkbox"/> PPA 4: Environmental Impact			
H. LEAD PUBLIC AGENCY:		Chula Vista Police Department	
I. PROJECT DIRECTOR:			
NAME Michael Varga	TITLE Sergeant	DEPARTMENT/AGENCY Chula Vista Police Department	
STREET ADDRESS 315 Fourth Avenue	CITY Chula Vista		
STATE CA	ZIP CODE 91910	TELEPHONE NUMBER 619-691-5059	
EMAIL ADDRESS mvarga@chulavistapd.org			
J. FINANCIAL OFFICER:			
NAME Jonathan Alegre	TITLE Admin. Services Manager	DEPARTMENT/AGENCY Chula Vista Police Department	
STREET ADDRESS 315 Fourth Avenue	CITY Chula Vista		
STATE CA	ZIP CODE 91910	TELEPHONE NUMBER 619-476-2570	
EMAIL ADDRESS jalegre@chulavistapd.org			
PAYMENT MAILING ADDRESS (if different) 276 Fourth Ave., Attn: Finance/Grants	CITY Chula Vista	STATE CA	ZIP CODE 91910

K. DAY-TO-DAY PROGRAM CONTACT:		
NAME Jason Edlin	TITLE Detective	DEPARTMENT/AGENCY Chula Vista Police Department
STREET ADDRESS 315 Fourth Avenue		CITY Chula Vista
STATE CA	ZIP CODE 91910	TELEPHONE NUMBER 619-476-2398
EMAIL ADDRESS jedlin@chulavistapd.org		

L. DAY-TO-DAY FISCAL CONTACT:		
NAME Beverly Sturk	TITLE Fiscal Operations Manager	DEPARTMENT/AGENCY Chula Vista Police Department
STREET ADDRESS 315 Fourth Avenue		CITY Chula Vista
STATE CA	ZIP CODE 91910	TELEPHONE NUMBER 619-691-5128
EMAIL ADDRESS bsturk@chulavistapd.org		

M. AUTHORIZED SIGNATURE*:			
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER Maria Kachadoorian	TITLE City Manager	TELEPHONE NUMBER 619-691-2398	
STREET ADDRESS 276 Fourth Avenue	CITY Chula Vista	STATE CA	ZIP CODE 91910
EMAIL ADDRESS mkachadoorian@chulavistaca.gov			
SIGNATURE (Blue Ink Only or E-signature) 		DATE 1/27/2021	

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

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

Proposal Abstract

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

The City of Chula Vista is the second largest city in San Diego County and one of the few (of 18) that has not banned the cultivation or distribution of recreational marijuana. At the time of this application, Chula Vista has approximately 32 applications to open commercial cannabis businesses that include retail storefronts, manufacturing businesses, and cultivation businesses. Data from San Diego County have shown that youth perception of the harms of marijuana use has decreased over time and that a greater percentage than ever are buying cannabis products illegally and using high potency cannabis products and methods (e.g., vaping, dabbing). Other regional data show increases in calls to poison control center, emergency room visits related to cannabis, and individuals driving under the influence. Thus, the greatest needs that would be targeted in this project relate to (1) youth prevention and education; (2) parent and community education; and (3) preventing sales to minors at either legal or illegal recreational dispensaries.

Project funding will be used to fund overtime hours for current staff and hire an additional Chula Vista police officer who would be responsible for law enforcement operations and will work with code compliance to monitor legal recreational dispensaries and target illegal ones. In addition, the Chula Vista Police Department will contract with SBCS, a local CBO, to supplement the evidence-based diversion, prevention, and intervention services they have provided in the city for over 50 years. Parent and community education activities would also be conducted on a regular basis through the three-year grant period. Evidence-based practices (EBP) that will be utilized include the use of risk/need assessments, provision of culturally relevant and trauma informed services, and proven and promising policing practices including disorder policing, hot spot policing, street level drug enforcement, and problem-oriented policing.

SANDAG will serve as the evaluation partner, bringing its over 40 years of action research experience. SANDAG will document if the project was implemented as planned and with fidelity, as well as determine if desired outcomes were achieved. Multiple outcome methods will be used and results shared in a timely fashion to inform program implementation and management.

Proposal Narrative

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

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

Needs Related to the Impact of Prop 64 (1.1) Chula Vista (CV) is the 2nd largest city in San Diego County (SDC), with a population of 271,411 and one of the few cities (out of 18) in the County that did not ban the cultivation or distribution of marijuana. At the time of this application, CV has 32 applications to open commercial cannabis businesses that include retail storefronts, manufacturing businesses, and cultivation businesses, with the expectation that by Summer 2021, many of the applicants will be operational. In addition, CV has had to deal with illegal marijuana dispensaries, with as many as 30 operating in Summer 2019. Since the legalization of marijuana for medical and recreational use, the perception of the potential harm of cannabis use by youth in SDC has decreased and concerns regarding increased calls to the poison center, emergency room visits, driving under the influence, and crime associated with illegal dispensaries have become a reality. According to population estimates, 57% of CV's population is Hispanic/Latino, 20% other ethnicities, 19% White, 5% are Black and 27% are under the age of 18. According to the most recent arrest statistics, 4,295 adult and juvenile arrests were made in CV in 2018, which equates to around 11.5 arrests per day and the most common was for a drug-related offense (31%).

Needs Related to PPA 1 (1.2a) CV has approximately 100 schools with over 51,000 students (public, private, charter), including youth in grades K-12, as well as one community college (with a student body of approximately 19,000). The legalization of recreational marijuana has resulted in a significant increase in smoke shops that sell marijuana-related products and as a result, provide easier access to cannabis for juveniles. In addition, the City has received numerous complaints from the community (100 calls for service from the beginning of 2019 through August 2020) that illegal marijuana businesses have been selling their product to minors and during recent surveillance of illegally operating dispensaries, CVPD officers have often observed individuals who appeared to be under the age of 21 soliciting adults to purchase marijuana for them. Proposed project goals include ensuring that legal dispensaries are not selling their products to minors and monitoring the city for any new illegal dispensaries or delivery services that arise due to

the high probability of juveniles being targeted as a consumer population. Further, past research through the CVPD's School Resource Officer program has shown that juveniles were able to purchase tobacco products online and have them delivered, suggesting juveniles may attempt to do the same for cannabis products.

Needs Related to PPA 2/3 (1.2b) The needs described here related to youth prevention and intervention are closely connected public safety/healthy needs for training and education for parents and the community (e.g., regarding risk of youth use, potency, and driving under the influence). In addition, there are public safety needs related to the compliance of legal dispensaries to operate within the rules and regulations and for illegal dispensaries to be identified and addressed.

Why Needs Are Not Met with Existing Resources (1.3) CVPD has the smallest number of sworn staff per 1,000 population of any SDC police department, at .93, compared to a regional average of 1.28. As a result, current resources limit the ability to address the needs outlined here with sworn staffing levels. With this funding, CVPD will create an officer position responsible for youth/family education and prevention regarding cannabis use and who will work closely with SBCS, a community-based organization currently operating a Community Assessment Team (CAT) Program, to engage, educate, and prevent youth cannabis use and thwart a rise in marijuana-related crimes such as driving under the influence, within the adult population. Together, the CVPD and SBCS will act as a resource for families with issues or who are at-risk of abuse related to marijuana consumption and will work with the legal cannabis industry to ensure it is complying with youth prevention efforts.

Data in Support of Needs (1.4) On an annual basis, SANDAG interviews adult and juvenile arrestees at local detention facilities as part of the Substance Abuse Monitoring (SAM) program (reference included in supplemental material). The at-risk youth interviewed are similar in many of the characteristics of those who will be the population of focus for PPA 1 and other data are available at the San Diego County level described here from the Marijuana Prevention Initiative (MPI) 2020 Report in SDC.

- In 2019, 92% of SAM youth had tried marijuana, 87% had used it in the past 30 days, and 57% tested positive for it, a 20-year high. Of those who used it in the past 30 days, the average number of days used was 14.7, considerably higher than the average for those who used alcohol (6.7). The average age of first use was 12.5.

- SAM youths' perception of the potential harm of regular marijuana use has declined considerably over recent years, from 42% saying it was "extremely" or "very bad" in 2007, compared to 17% in 2019. At the same time, more youth now say it is "very easy" to obtain, up to 91% in 2019, from 42% in 2007. These changing perceptions have also been reported with the Monitoring the Future Study and the California Healthy Kids Survey data, as described in the MPI report.
- 58% of SAM youth in 2019 said marijuana was the 1st drug they had tried, before alcohol (27%) and tobacco (12%). In addition, only 17% thought that marijuana can have any harmful effects, compared to 37% for alcohol and 58% for tobacco. Marijuana remains the primary drug of choice for adolescents entering SDC-funded treatment facilities (79% of all admissions in FY 18), as reported in the MPI report.
- 70% of SAM youth in 2019 reported they had dabbed marijuana and 78% had vaped it. These high rates for vaping are consistent with national data from the Monitoring the Future Study, as described in the MPI report.
- 68% of SAM adults in 2019 said the potency of marijuana has increased since they started using it and 47% reported driving under the influence of marijuana.
- As reported in the MPI report, between 2008 and 2018 the number of emergency room discharges in SDC with cannabis listed as a primary diagnosis increased 776% from 77 to 675. From 2011 to 2019, there has been a 180% increase in marijuana exposure cases in SDC handled by the California Poison Control Center (45 to 126).
- According to a community survey described in the MPI report, 76% of San Diegans surveyed in 2019 agree that using marijuana under the age of 21 is harmful to health and 70% indicated support for local laws regulating marijuana businesses.

Process Used to Determine Need (1.5) Project partners utilized a number of sources of information to determine the greatest need for this grant, including a community survey, one-to-one conversations with residents, and feedback shared at public forums. In 2019, SANDAG partnered with CVPD to conduct a community survey. The results showed that illegal drug use was the second most common reason individuals avoided parks in the city; 15% noted that driving under the influence, illegal drug use, and marijuana dispensaries was a top concern for them; and illegal drug use was named as one of the top 4 priorities for CVPD identified by residents. This input, coupled with regional statistics, demonstrates

both community concern and need for the greater education, prevention and enforcement proposed herein.

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

How the Project will Address Needs (2.1) As described in Section 1, the greatest needs in CV related to the passage of Prop 64 include youth education, prevention, and intervention; parent and community education; and preventing sales to minors at either legal or illegal recreational dispensaries. As such, CVPD, SBCS and SANDAG have designed a multi-pronged approach which combines these efforts into one cohesive program. Founded in 1971, SBCS is the largest provider of social service and community development programs headquartered in CV. SBCS' years of experience serving at-risk and high-risk youth; wide range of integrated prevention, intervention, and treatment options for youth and families; and high level of trust and recognition within neighborhoods and among families will all contribute toward the success of the proposed program. SBCS will work closely with CVPD to provide education, prevention, and intervention services to CV elementary, middle, and high school youth (ages 6-18) and parents as an enhancement to current CAT program to meet the goals and objectives of PPA 1 (Goal 1). It is expected that 75 youth annually will be engaged in prevention and diversion from SBCS. The target population will include both diversion referrals from CVPD (for youth with marijuana offenses) and all prevention referrals for any youth residing in CV. These populations will be prioritized for services, promptly screened utilizing the evidence-informed San Diego Risk and Resiliency Check-up (SDRRC-II) and assigned to the dedicated Youth and Family Development Associate (YFDA) within 2 business days from receipt of referral. The YFDA will act as a liaison between the CVPD and the CAT team, as well as carry a caseload of 20 youth (at any one time). Those youth referred for diversion services will not only receive education on the dangers of marijuana use, but also participate in individual or group counseling sessions utilizing the EBP Seeking Safety model. Those youth referred for prevention services will also receive education on under-age use of marijuana and participate in gender-specific groups led by SBCS' YFDA utilizing One Circle Foundation curricula.

These services will be further enhanced by ongoing community service/peer education activities, as well as quarterly marijuana education presentations/ monthly social media posts (coordinated jointly by SBCS and CVPD) (Goal 2). With strong ties to the local

community, SBCS will also facilitate, in partnership with local and federal law enforcement, quarterly parent education groups, both in English and Spanish. These educational groups will be conducted virtually until safe to meet in person and will inform parents of the risks of marijuana use, including driving under the influence; dangers associated with illegal recreational dispensaries; as well as ways to discuss these topics with their children. Together, these activities will work to increase knowledge within the community, and decrease marijuana use among youth populations. Goals 3 and 4 will focus on law enforcement activities, including ensuring that marijuana is not sold to underage youth through either legal or illegal dispensaries through minor decoy operations (24 over the 3-year period), as well as targeted surveillance and enforcement operations.

Rationale to Support the Selection of the Project (2.2) SBCS and project partners intimately understand the relationship between research and practice, and together have many years' experience implementing EBP models and proven practices with fidelity. The proposed project will utilize the SDRRC-II, an evidence-informed, 60-item measure of risk and protective factors related to a juvenile's functioning. Risk factors are designed to measure the level of dysfunction in a youth's life, while protective factors measure the extent to which a minor has "protection" or positive factors in his/her life. Additionally, two EBPs will be used: (1) Seeking Safety (SS), an EBP, present-focused counseling model designed to assist clients to attain safety from trauma and/or substance abuse. It can be conducted in both group (any size) and/or individual modality. SS is an extremely safe, therapeutic intervention which addresses both trauma and addiction. SBCS staff is trained and experienced in delivering this model and will utilize this intervention for any/all youth who have used/currently report use of marijuana. (2) One Circle Foundation Curricula provides motivational interviewing strategies based on EBP with a strong focus on positive youth development. This intervention takes the form of gender-specific group circles which are designed to increase positive connection, strengths, and competence in girls; and promote boys' and young men's safe and healthy passage through pre-teen and adolescent years. SBCS will utilize this approach to prevent marijuana use in those youth referred to the program and deemed "at-risk" for cannabis use. The law enforcement actions proposed here, including disorder policing, hot spot policing, street level drug enforcement, and problem-oriented policing, are described as effective and promising practices as relates to drug-related crime.

Extent to Which Existing Resources Will be Used (2.3) The youth services provided here for Goal 1 is an enhancement of SBCS' current CAT services that are supported with funding from SDC and includes the provision of prevention and intervention services for youth ages 6-18 throughout the South Region of SDC. The supplemental efforts here will be focused on youth residing or attending school within CV limits and preference will be given to those youth referred by CVPD with current marijuana offenses. Current CAT services will be leveraged and all youth will have access to SBCS' Youth Prevention and Intervention (YPI) services which are leveraged through other funding sources and may include anger management, Cognitive Behavioral Therapy (CBT), educational resources including tutoring and after-school support, as well as access to wraparound supports for the entire family. Additionally, the time of the CVPD Sergeant and crime analyst support, coordination and partnership with Code Enforcement, and federal law enforcement training/education partners will not be charged to this project.

Experience, Staffing, and Partnerships (2.4) CVPD will be the lead agency for this grant and Sgt. Michael Varga will act as the main point of contact. Sgt. Varga has 23 years in law enforcement and during his 20 years with CVPD has spent half of that time in the Special Investigations Unit (SIU). He has managed other grant-funded positions in the past and has developed an expertise in project management. He will select the officer for the newly created position and directly supervise him/her. SBCS is a local non-profit organization with a 50-year history of developing and implementing youth prevention and intervention programs, including those funded by BSCC. The proposed project will fall under SBCS' Youth and Family Wellness Department, overseen by Mauricio Torre. Mr. Torre has been with SBCS since 1997, is bilingual/bicultural, and has demonstrated a commitment to working with, and empowering, low-income and minority groups, particularly youth. He provides direct oversight to Mandy Miscevic, the Director of Youth Prevention and Intervention Programming. Ms. Miscevic has over 15 years' experience with SBCS, currently works closely with local law enforcement jurisdictions including CVPD and the Probation Department and oversees numerous juvenile programs. She will manage the day-to-day operations of the proposed program. The YFDA will act as a liaison to CVPD and the CAT/YPI teams, and assist in enrollment, screening and facilitation of educational components of the project; s/he will also maintain a caseload of 20 youth, providing groups and individual case management. SANDAG has served as the regional

clearinghouse for crime statistics in SDC for over 40 years, as well as an evaluation partner. Staff have undergone law enforcement background checks and are educated and experienced with action research. Sandy Keaton, M.A., has managed several BSCC and federal grants during her 20-year career as an applied researcher. Particular to this proposal is her work on 10 evaluation projects with SBCS. She is also a current member of the SDC Juvenile Justice Leadership team as it works to transform the current juvenile justice system to align with best practice and was part of a SDC contingent that traveled to Colorado prior to the passage of Prop 64 to gain information on what baseline data and research was needed.

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

How Evaluation Activities will be Incorporated in Project Phases (3.1) The Applied Research Division of SANDAG will serve as evaluator. SANDAG has worked extensively with CVPD and SBCS on other grants and projects, so there is a strong partnership to build on. To ensure ongoing monitoring and quality control of proposed program implementation, as well as documenting and assessing whether it is achieving the intended goals and outcomes, SANDAG will conduct both a process and outcome evaluation. SANDAG staff will be involved from the beginning of program development to ensure evaluation accurately measures program goals and objectives, to develop needed data collection tools, establish research timelines and protocols, and finalize the Local Evaluation Plan (LEP). SANDAG will be included in all team meetings and will create easy to read data dashboards documenting up-to-date information on client intakes, exits, and services received, which will be shared at meetings with partners to inform program implementation and the need for any midcourse adjustments.

Process and Outcome Measures (3.2) SANDAG has extensive experience with both process and outcomes measures and will work with the partners to develop the LEP and produce the final evaluation report that includes valid and reliable measures from multiple sources. Whenever possible, data from existing systems (e.g., CAT) will be used. A list of potential process and outcome measures, including the research question to be addressed and the source(s) of the data is provided in the supplemental materials to this grant. Most of the outcomes are individual in nature and will focus on answering the question of how effective the model was and with whom. If awarded the grant, during the

evaluation planning phase, all data collection procedures and instruments will be developed and finalized in collaboration with the key program partners to ensure valid and reliable data are collected.

Monitoring to Ensure Components are Implemented as Intended (3.3) Fidelity to model and program design is extremely important and as such, SANDAG staff will work with the partners throughout the grant period to understand the curriculum and proposed strategies, identify fidelity monitoring tools, and conduct surveys regarding perception of services received. When deviations from original strategies occur, these will also be documented, including the reason why.

Plan for How to Collect and Evaluate Data (3.4) SANDAG will work closely with the partners to utilize existing systems whenever possible. Baseline data will include crime data (e.g., calls for service, arrest, code violations) and individual level data. SANDAG staff have required background checks and familiarity and experience with the data systems that will be used to store and transfer data for the project.

Methodology that will Assess if Intended Outcomes Achieved (3.5) As described in Table 1 (and will be finalized in the LEP). A mixed-method, quasi-experimental design will be employed to measure change over time among participants. Descriptive, bi-variate, and multi-variate analyses will be conducted to describe the population and identify and factors predictive of success. As noted earlier, data results will be shared throughout the grant period with program stakeholders to inform program implementation and management.

CVPD and project partners have an excellent track record of developing, implementing, and sustaining programming in response to identified needs in our community. Like many pilot projects, BSCC funding will help to build the infrastructure for the proposed program, which after the end of the grant term, will be sustained through tax dollars generated through the City, including Measure Q, and potential grant funds as they become available. This will create sustainability over time through the leveraging of diverse funding sources, and limits liability and dependence upon one type of support.

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

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

(1) Goal:	Decrease the use of marijuana among at-risk youth.		
Objectives (A., B., etc.)	(A): Provide prevention and diversion case management services through SBCS for at least 75 at-risk youth per year within the City of Chula Vista per year. (B): At least 90% of youth receiving case management services will successfully complete program goals within approximately 3 months. (C) : At least 90% of youth receiving case management services will show decreased risk by program exit, measured by the San Diego Risk and Resiliency 2 Assessment.		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date End Date
Complete risk assessment & create individualized service plan for all youth within 30 days of program enrollment.		SBCS	5/15/2021 4/30/2024
Facilitate weekly evidence-based psycho-educational & therapeutic youth groups for program participants.		SBCS	5/15/2021 4/30/2024
Facilitate pro-social community service activities for youth which include marijuana prevention and education efforts within the community at least once per month.		SBCS	5/15/2021 4/30/2024
(2) Goal:	Increase parents' and other community members' knowledge of the risks of marijuana use and dangers associated with illegal recreational dispensaries.		
Objectives (A., B., etc.)	(A): Conduct at least 12 educational presentations annually to educate youth, parents, and community members on the risks of marijuana.		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date End Date
Conduct at least 1 parent education prevention per quarter		CVPD/SBCS	5/1/2021 4/30/2024
Conduct at least 1 youth education presentation per quarter		CVPD/SBCS	5/1/2021 4/30/2024
Conduct at least 1 community presentation per quarter		CVPD/SBCS	5/1/2021 4/30/2024
Conduct at least 1 social media education post per month		CVPD/SBCS	5/1/2021 4/30/2024
(3) Goal:	Ensure licensed/ legal dispensaries comply with local laws and regulations.		
Objectives (A., B., etc.)	(A): Ensure legal operating dispensaries are in compliance with CV Muni Code regarding their daily operations. (B): Conduct 24 Minor Decoy Operations (Persons under 21 attempt to purchase marijuana)		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date End Date
Conduct 4 compliance operations per quarter to ensure dispensaries are in compliance with Chula Vista Muni Code.		CVPD	5/1/2021 4/30/2024
Conduct at least 2 minor decoy operations per quarter.		CVPD	5/1/2021 4/30/2024
(4) Goal:	Reduce the number of illegal commercial cannabis entities operating in the City of Chula Vista.		
Objectives (A., B., etc.)	(A): Monitor the community for any existing/new illegal commercial cannabis entities that arise. (B): Investigate illegal operations and coordinate prosecutions (C): Close illegal cannabis operators/ establishments		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date End Date

Conduct 5 surveillance operations per quarter.	CVPD	5/1/2021	4/30/2024
Conduct 5 enforcement operations per quarter.	CVPD	5/1/2021	4/30/2024

Proposal Budget

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

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

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

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

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

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS REQUESTED		*GRANT FUNDS PROPOSED FOR PPA 1
1. Salaries and Benefits	\$ 628,623	→	\$ 0
2. Services and Supplies	\$ 0	→	\$ 0
3. Professional Services	\$ 0	→	\$ 0
4. Non-Governmental Organizations (NGO) Contracts	\$ 195,000	→	\$ 195,000
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 50,377	→	\$ 0
6. Equipment / Fixed Assets	\$ 0	→	\$ 0
7. Data Collection / Enhancement	\$ 0	→	\$ 0
8. Program Evaluation	\$ 126,000	→	\$ 0
9. Sustainability Planning	\$ 0	→	\$ 0
10. Other (include travel & training costs)	\$ 0	→	\$ 0
11. Financial Audit	\$ 0	→	\$ 0
TOTAL	\$ 1,000,000	→	\$ 195,000 *

* This column **MUST** total at least ten percent (10%) of the Total Grant Funds Requested.

Budget Narrative

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

1. **Salaries and Benefits:** \$ 640,151

2. **Services and Supplies:** \$

3. **Professional Services:** \$

4. **Non-Governmental Organizations (NGO) Contracts:** \$ 195,000

5. **Indirect Costs (not to exceed 10% of the actual total direct project costs):** \$ 38,849

6. **Equipment / Fixed Assets:** \$

7. **Data Collection / Enhancement:** \$

8. **Program Evaluation:** \$ 126,000

9. **Sustainability Planning:** \$

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

11. **Financial Audit:** \$

1. Salaries and Benefits: \$640,151

a. (1) Full Time Sworn Peace Officer \$544,083

Peace Officer: 100%, Salary \$103,635/year, Benefits \$77,726/year. Total 3-Year grant cost \$544,083. Hourly Rate \$50 / Overtime Rate: \$75. (Actual cost may vary based upon officer selected to fill this position.)

The Chula Vista Peace Officer will be the point person for this grant, and will work both on a straight-time and overtime basis, with Code Enforcement, SBCS, San Diego Association of Governments (SANDAG), and Detectives and volunteer Cadets, both on a leveraged straight-time and grant-paid overtime basis. Peace Officer roles and responsibilities:

- Complete backgrounds on new cannabis business managers, owners and operators
- Complete police-controlled license applications for line employees of cannabis businesses
- Complete cannabis business inspections in partnership with Code Enforcement
- Organize and conduct undercover operations related to cannabis enforcement and Chula Vista Municipal Code and regulations
- Provide training to the community to promote responsible adult use, as well as youth prevention and diversion
- Serve as liaison with cannabis business operators to maintain a good working relationship between the City and cannabis industry
- Coordinate enforcement of any illegal dispensaries or delivery businesses that operate in the City
- Coordinate with South Bay Community Services to administer the youth prevention/diversion program
- Seek out and maintain liaison with organizations who treat adult substance abuse that include cannabis
- Network and maintain liaison with the City Attorney's Office, Code Enforcement and other law enforcement agencies relating to cannabis licensing and enforcement

- Coordinate with SBCS on administration of the grant and SANDAG on project evaluation

b. Overtime: \$96,068

(Peace Officer, Agent, Sergeant and Code Enforcement Officer)

Peace Officer: Overtime Rate: \$75. (Actual cost may vary.) Overtime will be necessary for Goal #2 - Increase parents' and other community members' knowledge of the risks of marijuana use and dangers associated with illegal recreational dispensaries, Goal #3 – ensure licensed/legal dispensaries comply with local laws and regulations, and Goal #4 – Reduce the number of illegal commercial cannabis entities operating in the City of Chula Vista.

Police Agent: Overtime Rate: \$76. (Actual cost may vary.) Overtime will be necessary for Goal #3 – ensure licensed/legal dispensaries comply with local laws and regulations, for the minor decoy operations, and Goal #4 – Reduce the number of illegal commercial cannabis entities operating in the City of Chula Vista, for some enforcement operations.

Peace Sergeant: Overtime Rate: \$87. (Actual cost may vary.) Overtime will be necessary for Goal #3 – ensure licensed/legal dispensaries comply with local laws and regulations, for minor decoy operations, and Goal #4 – Reduce the number of illegal commercial cannabis entities operating in the City of Chula Vista, for some enforcement operations.

Code Enforcement Officer: Overtime rate \$53/hr. Actual cost may vary.) The Chula Vista Code Enforcement Officer will be leveraged on a straight-time and paid by the grant on an overtime basis. Partnering with the Peace Officer and during certain activities with other Detectives, either leveraged on straight time, or on grant-paid overtime, or volunteer Cadet staff, complete the following roles and responsibilities:

- Participate in, and conduct undercover operations related to cannabis enforcement and Chula Vista Municipal Code and regulations (Goal #3).

- Network and maintain liaison with the City Attorney’s Office, Code Enforcement and other law enforcement agencies relating to cannabis licensing and enforcement.

4. Non-Governmental Organization (NGO) Contracts: \$195,000

Chula Vista Police Department plans to contract with SBCS to provide Youth Development/Youth Prevention & Intervention services (PPA1).

(1) Family Development Associate (FDA), 100%, \$195,000.

Salary \$42,000 (Hourly rate \$20.16 x 2,080 hrs/yr = \$41,933 x 3 yrs = \$125,798)

Benefits \$11,145/yr x 3 yrs = \$33,435

Payroll Taxes \$3,773/yr x 3 yrs = \$11,319

Indirect (at SBCS Federally approved rate) \$8,082/yr x 3 yrs = \$24,246

(Actual salary, benefits and residual for SBCS indirect costs may vary.)

5. Indirect Costs

Indirect costs of \$38,849 at the Chula Vista 6.18% Federally approved fully burdened rate have been included in the proposal. Indirect costs will help offset City support costs for data collection and analysis, grant administration, human resources, finance and other City administrative costs.

Salary & Benefits \$544,083 + OT \$84,540 = \$628,623 x 6.18% = \$38,849

8. Program Evaluation (SANDAG): \$126,000

Chula Vista Police Department will sub-contract with San Diego Association of Governments (SANDAG) to perform grant program evaluation, as described in Section 3 of the Proposal Narrative.

Collaboration with program partners and staff	\$ 7,000
Evaluation Plan development	\$ 10,000
Data – creation, training and cleaning	\$ 20,000
Survey	\$ 2,500
Dashboard – creation and maintenance	\$ 32,500
Reporting – Quarterly and Final	<u>\$ 54,000</u>
Total over 3 year grant period	\$126,000

Additional RFP Information

Cited Statistics

Data on the SAM Program available at: www.sandag.org/sam

Data from the Marijuana Prevention Initiative Report is available at:
www.ccrconsulting.org/mpi-resources/documents-data

Table 1

Process Questions	Possible Variables of Interest	Possible Data Sources
What were the number and characteristics of the 75 program participants?	Demographics, treatment needs, prior juvenile justice involvement	Probation Case Management System (PCMS); SDRRC-II; SBCS intake form
What was the level and type of services received?	Type, dosage, completion status	SBCS treatment and case management tracking
How many educational sessions were provided and by whom?	Attendance and topics of community educational forums	Attendance sheets
How many law enforcement operations and code compliance checks were conducted?	Number, type, and outcome (e.g., arrests, citations) of law enforcement operations and compliance checks/?	Excel tracking form
What was the level of satisfaction with services?	Did program meet client needs, staff helpfulness, areas of improvement	Client post-survey
Was program implemented as designed, what lessons were learned?	Fidelity to model and program design	Stakeholder surveys; focus groups; fidelity monitoring tools

Impact Questions	Possible Variables of Interest	Possible Data Sources
Did participants resilience/risk of substance use improve?	Increased SDRRC-II resiliency and protective scores	SDRRC-II
Did participants understand of the risk of marijuana use increase?	Change in knowledge between post educational sessions	Pre and Post assessments
What impact did the project have on crime in the surrounding areas of the dispensaries?	Changes in crime 1-mile around the legal dispensaries; calls for service; drug-related arrests	CVPD crime data; ARJIS data



401 B Street, Suite 800
San Diego, CA 92101-4231
(619) 699-1900
Fax (619) 699-1905
sandag.org

January 20, 2021

Board of State and Community Corrections

Subject: Letter of Commitment for Chula Vista Police Department's Prop 64 Proposition 64 Public Health and Safety Grant Program Request for Proposal

Dear Evaluation Committee:

MEMBER AGENCIES

- Cities of
- Carlsbad
- Chula Vista
- Coronado
- Del Mar
- El Cajon
- Encinitas
- Escondido
- Imperial Beach
- La Mesa
- Lemon Grove
- National City
- Oceanside
- Poway
- San Diego
- San Marcos
- Santee
- Solana Beach
- Vista
- and
- County of San Diego

ADVISORY MEMBERS

- Imperial County
- California Department of Transportation
- Metropolitan Transit System
- North County Transit District
- United States Department of Defense
- Port of San Diego
- San Diego County Water Authority
- Southern California Tribal Chairmen's Association
- Mexico

The Applied Research Division (ARD) of the San Diego Association of Governments (SANDAG) supports Chula Vista Police Department's (CVPD) proposal to the Board of State and Community Corrections (BSCC) for its Proposition 64 Public Health and Safety Grant Program, Request for Proposals Cohort 2. The proposed project will address both the public safety and youth development and prevention components of the proposal.

CVPD will partner with SBSC, one of the most respected non-profit organization in San Diego County to implement a two-prong approach of both enforcement and youth prevention and intervention services to address the local impact of the legalization of cannabis in the City of Chula Vista. CVPD focus on code compliance to monitor legal dispensaries and target illegal ones, including ensuring legal dispensaries are not selling products to youth under the age of 21. In concert with enforcement and compliance, SBSC will implement evidence-based diversion, prevention, and intervention services to increase awareness of the harm of marijuana, offer supports and linkages to youth and families to who are at-risk of abuse, and provide educational outreach to parent to raise their awareness of the risk and accessibility of related marijuana use among youth.

At different times, ARD has successfully partnered with both CVPD and SBSC on numerous other federal and state funded projects. ARD has trusting and long-standing relationships with each organization, as both are deeply committed to using data to drive their practices. For this project, ARD will serve as the outside evaluator and conduct a process and outcome evaluation to measure how the project was implemented and what effect it had on the target population. Further, in this role, ARD will work with CVPD and SBSC to develop the Local Evaluation Plan, provide timely data to drive decisions, and complete and submit the Final Local Evaluation Report, in accordance with instructions outlined in the in the Prop 64 proposal.

CVPD and SBSC have a history of working together address the welfare of the community, with success is supporting victims, at-risk youth, and families dealing with domestic violence. Both organizations are highly respected in the community and dedicated to carrying out their missions to serve the residents

of Chula Vista through the provision of evidence informed practices. ARD is excited to again partner with CVPD and SBCS on this project and support this application to BSCC Proposition Cohort grant.

Sincerely,

Cynthia Burke

Cynthia Burke, Ph.D.
Director, Research and Program Management



January 25, 2021

City of Chula Vista
Maria V. Kachadoorian, City Manager
Roxana Kennedy, Chief of Police
1243 National City Boulevard
Chula Vista, California 91910

Ms. Kachadoorian and Ms. Kennedy:

Please accept this letter on behalf of SBCS to indicate both our support and commitment to the City's cooperative application to the Board of State and Community Corrections (BSCC) for the Proposition 64 Public Health and Safety Grant Program. Together, we will work to align resources to ensure that youth and families have the knowledge and resources to prevent the illegal sale and misuse of cannabis by the community. The Proposed Prevention, Intervention and Enforcement Program will bring together City Departments, SBCS and SANDAG to build upon the strengths of the community, and inspire hope for current and future generations.

Since 1971, SBCS has been working to transform communities to support the well-being and prosperity of children, youth and families throughout San Diego County. SBCS is located at 430 F Street in Chula Vista, California, and is currently in good standing with the California Secretary of State (EIN: 95-2693142, DUNS: 113407779). As part of our Youth Prevention and Intervention continuum, SBCS will both leverage and enhance our Community Assessment Team (CAT) services to include a priority pathway for both those youth at-risk of cannabis use, and those with marijuana offenses within the City of Chula Vista. Utilizing evidence-based practices, SBCS will not only educate but facilitate individual and group services, and provide wraparound supports, for both youth and their families.

We look forward to expanding our partnership and working together to benefit our great community.

Sincerely,

A handwritten signature in dark ink, reading "Kathryn Lembo".

Kathryn Lembo
President & CEO



Office of the City Manager

Letter of Eligibility for City of Chula Vista
Proposition 64 Public Health and Safety Grant Program Application

To Whom It May Concern:

As an applicant for the Proposition 64 Public Health and Safety Grant Program, our jurisdiction is eligible because it does not ban any of the following:

- 1) All indoor commercial cannabis cultivation (including mixed light cultivation). *See* Chula Vista Municipal Code section 5.19.040, enacted through Ordinance No. 3418 on March 6, 2018.
- 2) Establishment of businesses licensed under Division 10 of the Business and Professions Code. *See* Chula Vista Municipal Code section 5.19.040, enacted through Ordinance No. 3418 on March 6, 2018.
- 3) Operation of businesses licensed under Division 10 of the Business and Professions Code. *See* Chula Vista Municipal Code section 5.19.040, enacted through Ordinance No. 3418 on March 6, 2018.

Indoor commercial cultivation is permitted in the city of Chula Vista in accordance with Chula Vista Municipal Code chapter 5.19, including section 5.19.040, enacted through Ordinance No. 3418 on March 6, 2018. Additionally, the establishment and operation of retail cannabis sales businesses is permitted in the City of Chula Vista in accordance with Chula Vista Municipal Code chapter 5.19, including section 5.19.040, enacted through Ordinance No. 3418 on March 6, 2018. A copy of Chula Vista Ordinance No. 3418 is enclosed for your reference.

DATE: January 27, 2021

AUTHORIZED SIGNATURE:

(blue ink only or e-signature)

Maria V. Kachadoorian, City Manager
City of Chula Vista
276 Fourth Avenue, Chula Vista, CA 91910
(619) 691-5031
mkachadoorian@chulavistaca.gov

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

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

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

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

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

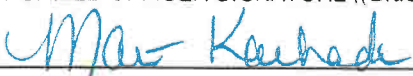
By checking the following boxes and signing below, applicant affirms that:

I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

I/We will hold subgrantees and subcontractors to these same requirements.

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

AUTHORIZED SIGNATURE			
<small>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</small>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
Maria Kachadoorian	City Manager	619-691-5036	
STREET ADDRESS	CITY	STATE	ZIP CODE
276 Fourth Avenue	Chula Vista	CA	91910
EMAIL ADDRESS			
mkachadoorian@chulavistaca.gov			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature))			DATE
X 			4/27/2021

APPENDIX A: PROP 64 PH&S SCORING PANEL ROSTER

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

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

(Page 1 of 2)

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

Any non-governmental organization that receives Prop 64 PH&S grant funds (as either 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 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.

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


Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
SBCS	430 F Street, Chula Vista, CA 91910	ltabin@csbcs.org; 619-420-3620	Yes <input checked="" 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 the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Prop 64 PH&S Grant RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

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

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Maria Kachadoorian	TITLE City Manager	TELEPHONE 619-691-5036	
STREET ADDRESS 276 Fourth Avenue	CITY Chula Vista	STATE CA	ZIP CODE 91910
EMAIL ADDRESS mkachadoorian@chulavistaca.gov			
SIGNATURE (Blue Ink Only or E-signature) x 			DATE 1/27/2021