

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 943-21

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 AND COUNTY OF SAN FRANCISCO

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 AND COUNTY OF SAN FRANCISCO

CONTRACTOR BUSINESS ADDRESS

1 Dr. Carlton B. Goodlett Place #362

CITY

San Francisco

STATE

CA

ZIP

94102

PRINTED NAME OF PERSON SIGNING

KEN BUKOWSKI

TITLE

Deputy City Administrator

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

4/26/21

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 and County of San Francisco (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: Ken Bukowski

Title: Deputy City Administrator

Address: 1 Dr. Carlton B. Goodlett Place #362, City of San Francisco, CA 94102

Phone: 415-554-6172

Designated Financial Officer authorized to receive warrants:

Name: Adam Nguyen

Title: Finance and Planning Director

Address: 1 Dr. Carlton B. Goodlett Place #362, City of San Francisco, CA 94102

Phone: 415-554-4851

Email: adam.nguyen@sfgov.org

Project Director authorized to administer the project:

Name: Jeremy Schwartz

Title: Associate Director

Address: 49 South Van Ness, 6th Floor, City of San Francisco, CA 94102

Phone: 415-307-3906

Email: Jeremy.schwartz@sfgov.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	\$ 0
2. Services and Supplies	\$ 773,100
3. Professional Services	\$ 100,000
4. Non-Governmental Organizations (NGO) Contracts	\$ 0
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 100,000
6. Equipment / Fixed Assets	\$ 0
7. Data Collection / Enhancement	\$ 300
8. Program Evaluation	\$ 0
9. Sustainability Planning	\$ 0
10. Other (include travel & training costs)	\$ 1,600
11. Financial Audit	\$ 25,000
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 and County of San Francisco, Office of the City Administrator

DATE SUBMITTED TO THE BSCC:

January 29, 2021 (Before 5pm)

**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)	✓
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) 	✓
3	Applicant Information Form <ul style="list-style-type: none"> • Originally signed in blue ink by the authorized signatory (e-signatures are acceptable) 	✓
4	Proposal Abstract <ul style="list-style-type: none"> • No more than one (1) page 	✓
5	Proposal Narrative to include Project Need, Project Description, Project Evaluation Sections <ul style="list-style-type: none"> • No more than eight (8) pages 	✓
6	Project Work Plan <ul style="list-style-type: none"> • No more than 2 pages using the template provided (see Appendix L for instructions) 	✓
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 	✓
8	Additional Request for Proposals Information, if applicable <ul style="list-style-type: none"> • No more than two (2) pages 	✓
9	Letter(s) of Commitment	✓
10	Letter of Eligibility (see Appendix B)	✓
11	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix F) <ul style="list-style-type: none"> • Originally signed in blue ink by the authorized signatory (e-signatures are acceptable) 	✓
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) 	✓
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 
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 and County of San Francisco		TAX IDENTIFICATION # 94-6000417	
STREET ADDRESS 1 Dr. Carlton B. Goodlett Place		CITY San Francisco	STATE California ZIP CODE 94102
MAILING ADDRESS (if different)		CITY	STATE ZIP CODE
C. PROJECT TITLE:	Public Health and Safety Grant Program		
D. PROJECT SUMMARY (100-150 words):	E. GRANT FUNDS REQUESTED:	\$1,000,000	
The passage of Proposition 64 paved the way for new opportunities and new challenges in the cannabis space. In July 2017, the City and County of San Francisco established the Office of Cannabis (OOC) to regulate the local commercial cannabis industry and administer a social equity program. The OOC seeks to leverage this grant opportunity to strengthen: (1) educational outreach to minors in an effort to mitigate youth access and exposure to cannabis and cannabis products; (2) inspections; and (3) cross-departmental enforcement efforts.			
F. PROJECT PURPOSE AREA 1- YOUTH DEVELOPMENT/YOUTH PREVENTION & INTERVENTION (MANDATORY): Must be at least 10% of the amount in Section E			\$100,000
G. PROJECT PURPOSE AREAS 2, 3, & 4 (In addition to PPA 1, check all that apply for the proposed project)			
<input checked="" type="checkbox"/> PPA 2: Public Health <input checked="" type="checkbox"/> PPA 3: Public Safety <input type="checkbox"/> PPA 4: Environmental Impact			
H. LEAD PUBLIC AGENCY:		Office of the City Administrator	
I. PROJECT DIRECTOR:			
NAME Jeremy Schwartz		TITLE Associate Director	DEPARTMENT/AGENCY Office of Cannabis
STREET ADDRESS 49 South Van Ness, 6th Floor		CITY San Francisco	
STATE CA	ZIP CODE 94103	TELEPHONE NUMBER 415-307-3906	
EMAIL ADDRESS jeremy.schwartz@sfgov.org			
J. FINANCIAL OFFICER:			
NAME Adam Nguyen		TITLE Finance and Planning Director	DEPARTMENT/AGENCY Office of the City Admin.
STREET ADDRESS 1 Dr. Carlton B. Goodlett Place #362		CITY San Francisco	
STATE CA	ZIP CODE 94102	TELEPHONE NUMBER 415-554-4851	
EMAIL ADDRESS adam.nguyen@sfgov.org			
PAYMENT MAILING ADDRESS (if different)		CITY	STATE ZIP CODE

K. DAY-TO-DAY PROGRAM CONTACT:		
NAME	Jeremy Schwartz	TITLE Associate Director
DEPARTMENT/AGENCY	Office of Cannabis	
STREET ADDRESS	49 South Van Ness, 6th Floor	CITY San Francisco
STATE	CA	ZIP CODE 94103
TELEPHONE NUMBER	415-307-3906	
EMAIL ADDRESS	jeremy.schwartz@sfgov.org	

L. DAY-TO-DAY FISCAL CONTACT:		
NAME	Adam Nguyen	TITLE Finance and Planning Director
DEPARTMENT/AGENCY	Office of the City Admin.	
STREET ADDRESS	1 Dr. Carlton B. Goodlett Place #362	CITY San Francisco
STATE	CA	ZIP CODE 94102
TELEPHONE NUMBER	415-554-4851	
EMAIL ADDRESS	adam.nguyen@sfgov.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	Ken Bukowski	TITLE Deputy City Administrator
TELEPHONE NUMBER	415-554-6172	
STREET ADDRESS	1 Dr. Carlton B. Goodlett Place #362	CITY San Francisco
STATE	CA	ZIP CODE 94102
EMAIL ADDRESS	Kenneth.bukowski@sfgov.org	
SIGNATURE (Blue Ink Only or E-signature)		
DATE	1/28/21	

* 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 and County of San Francisco (CCSF), through the Office of the City Administrator, seeks grant funds to assist with law enforcement efforts and other projects to address public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

The purpose of these funds will be to address: (i) Youth Development/Youth Prevention and Intervention; (ii) Public Health; and (iii) Public Safety.

CCSF seeks to partner with an organization to facilitate an outreach and educational campaign to mitigate youth substance use and addiction and to promote healthy behaviors.

CCSF seeks to leverage grant funds to conduct additional inspection and enforcement of cannabis businesses. Funds will help to conduct abatement activities. Moreover, funding will help with cross-departmental collaboration.

CCSF seeks to leverage funds to conduct law and code enforcement activities. Funds will help to pay for City partner services to mitigate the impacts of non-compliance.

Proposal Narrative

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

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

- Describe the needs related to the impact of the passage of Proposition 64.

The passage of Proposition 64 paved the way for new opportunities and new challenges in the cannabis space. In July 2017, the City and County of San Francisco (CCSF) established the Office of Cannabis (OOC), via legislation, to regulate the local commercial cannabis industry and administer a social equity program.

The OOC's core responsibilities include: (i) equity verification and support; (ii) permitting businesses and events; (iii) rulemaking; (iv) enforcement; (v) community outreach; (vi) cross-departmental collaboration; (vii) limiting youth access and exposure to cannabis and cannabis products; (viii) supporting an Oversight Committee; (ix) racial equity development; and (x) administering grants and developing technical assistance.

The OOC has a whole panoply of needs associated with the transition of an industry from an unregulated market to a regulated one. Specific to this grant opportunity, the OOC seeks to leverage funds to strengthen: (1) educational outreach to minors in an effort to mitigate youth access and exposure to cannabis and cannabis products (i.e. PPA 1); (2) educational outreach, inspections, and enforcement of cannabis businesses (i.e. PPA 2); and (3) educational outreach and cross-departmental collaboration for law enforcement and code enforcement efforts (i.e. PPA 3).

- Demonstrate how the need(s) is related to Project Purpose Area (PPA) 1 – Youth Development/Youth Prevention and intervention.

It is well understood that heavy, non-medical, cannabis use at a young age can have long-term detrimental impacts to brain development, among other negative impacts. It is critical to provide ongoing education and resources to curb harmful impacts of cannabis legalization and its increased accessibility.

With the passage of Prop 64, the San Francisco Board of Supervisors stated public health goals including “minimize[ing] the changes of social harm by protecting and promoting the

health of all San Francians; limit[ing] youth access and exposure to cannabis and cannabis products...” Moreover, the City’s Department of Public Health (DPH) is mandated to conduct an ongoing public health education campaign with an emphasis on the youth.

A grant award will help to increase the visibility and effectiveness of a public health education campaign with an emphasis on the youth.

- Demonstrate how the need(s) is related to other PPA(s) selected.

PPA 2 (Public Health)

The OOC has one staff member dedicated to inspection and enforcement efforts. Unfortunately, one individual would not be able to keep-up with inspecting the growing cannabis footprint in CCSF – which undermines broader public health efforts.

The time needed for inspections include: (i) 30 minutes of prep work; (ii) 1 hour of travel; (iii) 1 hour for inspection; and (iv) at least 1 hour to draft the inspection report and follow-up with permittees. It is estimated that time allocated for a typical inspection will take about 5 hours – may be less or more – depending on the size of the premise and scope of activities. (e.g. operator with multiple permits at the same premises).

There are approximately 300+ applications for 500+ cannabis business permits. These permittees require an inspection at least once a year. Ideally, the OOC would be able to inspect these premises at least twice per year. About 300 unique locations will require at least 1,000 hours for inspections for one-site visit. At least 2,000 hours for two site visits per year.

A grant award will help to provide additional support to the OOC’s inspection arm including, but not limited to: administrative support, educational outreach, and abatement.

PPA 3 (Public Safety)

San Francisco’s adult-use cannabis legalization ordinance contains language that CCSF shall ensure the safety of customers, employees, and the public at large. An important sentiment, in light of this historic transition, is to support the regulated cannabis market while mitigating the effects of the unregulated market.

A grant award will help to strengthen the OOC's ability to coordinate cross-departmental efforts to combat the unregulated market (e.g. notice of violations, subpoenas, cease and desist orders, joint site inspections). Moreover, a grant award will support additional educational outreach and training materials (e.g. Safe Consumption of Cannabis Products: Facts & Your Health).

- Describe why the need(s) described above is not met with existing resources.

The OOC is a lean office charged with many responsibilities. Additional support is needed in order to effectively and substantively administer the OOC's duties. For example, funds for youth outreach and education will support a more effective effort to limit youth access and exposure. Another example relates to inspection and enforcement efforts. Resources will support a more proactive approach to battle the unregulated market and to stand-up regulated businesses – including additional education on compliance and supporting public health/safety for permitted operators.

- Provide relevant qualitative and/or quantitative data with citation in support of the need(s).

Relevant qualitative and or quantitative data, includes, but is not limited to the following:

As of 2017, 36% of high school students tried cannabis and 20% of high school students use cannabis. (Centers for Disease Control and Prevention: Trends in the Prevalence of Marijuana, Cocaine, and Other Illegal Drug Use National YRBS: 1991-2017).

As of 2017, 26% of San Francisco high school students have tried cannabis and 16% of San Francisco high school students use cannabis. (Centers for Disease Control and Prevention: San Francisco, CA 2017 Results).

A 2019 audit found approximately 2,835 unlicensed dispensaries and delivery services operating in California (United Cannabis Business Association).

As much as 80% of the cannabis market in California remains illicit. (Cannabis Advisory Committee, Annual Draft Report).

San Francisco's Office of the Controller published a report about cannabis in San Francisco. A part of that report includes quotes from the social equity community who explain, "How [is the city] going to enforce the illicit market component of this? You need

to recognize the illicit market and do something about it before the legal market can take hold” and “Illicit operators are benefiting from fewer legal operators, while there is little enforcement against the illicit market. Why would they want to go legal?” (Office of the Controller, Cannabis in San Francisco, A Review Following Adult-Use Legalization).

- Describe the process that was used to determine the need(s), including soliciting input from key stakeholders (e.g. community, public, private).

The OOC prides itself on accessibility and transparency. This includes pivoting to virtual meetings during the pandemic in order to maintain open lines of communication. Many of the sentiments discussed in this proposal are echoed throughout the community.

Mechanisms to solicit stakeholder input include, but are not limited to: public comment during Cannabis Oversight Committee meetings, regular updates through our distribution channels to equip stakeholders with the latest information, office hours, input via our general inbox, multiple listening sessions, and candid conversations as a part of meetings with stakeholders.

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

- Describe the proposed project that will address the need(s) discussed in the Project Needs section including:

- o Components of the proposed project linked to the mandatory PPA 1 – Youth Development/Youth Prevention and Intervention.

The OOC will partner with the City’s Department of Public Health (DPH) to revitalize and strengthen the City’s ongoing public health education campaign. This includes a renewed effort to better target San Francisco’s youth in order to equip them with the latest public health information as it relates to cannabis.

- o Describe the components of the proposed project linked to other PPA(s).

PPA 2 (Public Health)

A grant award will help to provide additional support to the OOC’s inspection arm including, but not limited to: administrative support, educational outreach, and abatement.

Administrative support, such as scheduling and identifying subject properties, will help to free up time for the OOC’s inspector to conduct additional inspections.

PPA 3 (Public Safety)

A grant award will help to provide additional support to the OOC's enforcement arm. Support includes, but is not limited to, administrative support, abatement costs, and compensating City partners depending on billable hours.

A grant award will help to strengthen the OOC's ability to coordinate cross-departmental efforts to combat the unregulated market (e.g. notice of violations, subpoenas, cease and desist orders, joint site inspections). Moreover, a grant award will support additional educational outreach and training materials (e.g. Safe Consumption of Cannabis Products: Facts & Your Health).

o Describe the target area and/or population which will be the focus of the project, including how and why it was selected.

With regards to PPA 1 (Youth Development/Prevention and Intervention), CCSF will target individuals 25 years of age and younger. This threshold is due, in part, to the fact that the brain doesn't fully mature until age 25 and that heavy cannabis use can detrimentally effect brain development. The thrust of the outreach will target minors under the age of 18 and still endeavoring towards their high school diploma.

Regarding PPAs 2 and 3, CCSF will target permitted operators and unpermitted operators via a complaint driven system.

o If applicable, provide an estimate of how many individuals will be served and the process for determining which services/activities an individual/group will receive.

Regarding PPA 1, CCSF seeks to make its youth campaign especially visible to residents below the age of 25. CCSF will specifically target high school aged minors – approximately 20,000 individuals.

Regarding PPAs 2 and 3, CCSF seeks to target approximately 300 unique locations throughout the 3 year grant cycle, which contemplate approximately several hundred individuals involved in the cannabis business.

It's unclear how many individuals will be served with regards to targeting the unregulated market. However, the benefit of cannabis enforcement activity will likely spillover to other aspects include public health and public safety.

- Provide rationale to support the selection of the proposed project which includes relevant evidence or research supporting its use to address the need as described in the Project Need section (include citations if appropriate).

Cannabis use amongst San Francisco high school students remain prevalent. See Centers for Disease Control and Prevention: San Francisco, CA 2017 Results). Therefore, it is crucial that government continues to outreach to youths in order to educate them about the negative impacts to their development associated with cannabis use.

PPAs 2 and 3 share overlapping characteristics with regards to enforcement and inspections. An audit by the United Cannabis Business Association found that there are thousands of unlicensed dispensaries and delivery services throughout the state. Moreover, the Cannabis Advisory Committee's Annual Draft Report, indicates that a disproportionate amount of cannabis operators are unregulated.

- Describe the extent to which the proposed project will utilize existing resources or projects.

Regarding PPA 1, CCSF currently conducts an educational outreach campaign called Truth or Nah. This provides a platform to build upon in order to increase visibility, refine materials, and target local youths in order to equip them with information to make informed decisions.

The OOC has set up a number of systems to coordinate enforcement efforts across City departments. The issue here is money and capacity. Funds will help to alleviate the financial component and provide additional administrative support to alleviate capacity issues.

- Describe the experience, staffing, and/or partnerships your organization will use to implement the proposed project (include partners' letters of commitment, if applicable). If partners are to be selected after the grant is awarded, then specify the process and criteria for selecting those partners.

OOC staff includes experienced government professionals who have a variety of professional and educational backgrounds (PhD, JDs, Masters). Moreover, OOC staff

speaks 7 languages in order to provide culturally competent services to the diverse local community.

OOC regularly collaborates with its City partners including DPH, San Francisco Police Department (SFPD), San Francisco Fire Department (SFFD) and the City Attorney's office (CAT). Our City partners are experienced professionals who routinely engage in public health and safety issues.

The OOC will connect with DPH to identify the best pathway forward to strengthen its youth outreach and will be sure to let the BSCC know about any additional partners.

- Provide a Project Work Plan (Appendix L-Sample) that:
 - o Identifies the project's goals and measurable objectives (see Appendix A for definitions) that address PPA 1 and other selected PPAs (if applicable) that are related to the need and intent of the grant; Identifies how the goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; Is appropriate to the proposed project. See Appendix L for responses to this prompt.

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

- Describe a plan to determine the staff and/or entity that will conduct the project evaluation and how evaluation activities will be incorporated in the various phases of the project (e.g. implementation, service delivery period).

The OOC has a staff member who is mostly dedicated to grants efforts. This individual will conduct project evaluation and will thoughtfully incorporate phases of the project.

- Identify process and outcome measures that are quantifiable and in line with the intent of the grant.

The OOC plans to identify the number of advertisements associated with the youth campaign. The OOC would continue to solicit feedback from the community regarding the effectiveness of its outreach.

With regards to enforcement and inspections, the OOC would track the numbers associated with these efforts. Additionally, the OOC would seek to delineate between enforcement/inspection efforts across unpermitted and permitted operators.

- Describe a reasonable plan for monitoring the project to ensure that the project components are implemented as intended.

The OOC views this opportunity as an iterative effort – meaning that it would regularly check-in with its staff and partners to update numbers and refine efforts where needed. Specifically, the OOC foresees checking-in with staff not less than once per quarter and ideally multiple times per quarter.

The OOC is confident that it can accomplish this goal, given that a staff member will spearhead this effort.

- Describe a preliminary plan for how to collect and evaluate baseline and outcome data related to the outcome measures. Provide for data sharing agreements, if necessary.

The OOC plans to check-in with its partners on a regular basis – no less than once per quarter – in order to evaluate baseline and outcome data.

The OOC regularly maintains records pursuant to its record retention policy in order to evaluate the volume and scope of various enforcement and inspection efforts.

- Describe a research design or methodology that will allow for an assessment of whether the strategy that was implemented achieved the intended outcomes.

With regards to PPA 1, the OOC will be interested to track how many advertisements, and in what medium, are available to the public.

Regarding PPAs 2 and 3, the OOC will track the number of inspections and enforcement activities. Inspections of permitted operators will enlighten the City about common compliance issues. Enforcement activities will shed light into not only issues with permitted operators, but also issues with illicit operators.

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:	Increase youth development/prevention campaign visibility by at least 10% (PPA 1)		
Objectives (A., B., etc.)	Office of Cannabis (OOC) to re-engage the Department of Public Health (DPH) to iterate and expand the visibility of its youth development/prevention campaign.		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
Subsequent to a grant award, the OOC will re-engage DPH to discuss the status of the youth campaign including the amount of advertisements throughout the City. This conversation will inform next steps with a goal to increase visibility, via the amount of circulated advertisement materials, by at least 10% to better target the youth.	Jeremy Schwartz (OOC) DPH	July 2021	July 2024
(2) Goal:	Increase inspections of permanent permitted operators by at least 20% (PPA 2)		
Objectives (A., B., etc.)	OOC to increase the volume of inspections of permanent permitted cannabis operators.		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
Administrative and peripheral support will alleviate capacity issues associated with conducting additional inspections. Additional inspections will support compliance amongst the regulated industry.	Ray Law (OOC)	July 2021	July 2024
(3) Goal:	Increase enforcement against the unregulated market by at least 10% (PPA 3)		
Objectives (A., B., etc.)	Pursue enforcement efforts based on the OOC's complaint driven system to mitigate the effects of the unregulated market.		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
Administrative support, peripheral support, and funds for abatement will enable the OOC and its applicable City partners to more aggressively pursue enforcement action.	Ray Law (OOC) City Attorney, Public Health, Police, Sherriff, Building, Planning, Public Utilities	July 2021	July 2024
(4) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date

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	\$	→	\$
2. Services and Supplies	\$773,100	→	\$
3. Professional Services	\$100,000	→	\$100,000
4. Non-Governmental Organizations (NGO) Contracts	\$	→	\$
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$100,000	→	\$
6. Equipment / Fixed Assets	\$	→	\$
7. Data Collection / Enhancement	\$300	→	\$
8. Program Evaluation	\$	→	\$
9. Sustainability Planning	\$	→	\$
10. Other (include travel & training costs)	\$1,600	→	\$
11. Financial Audit	\$25,000	→	\$
TOTAL	\$1,000,000	→	\$100,000 *

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

B. Budget Narrative Instructions (use the template provided on the following pages):

The Budget Narrative must provide sufficient detail in each category regarding how the Prop 64 PH&S Grant Program funds are anticipated to be expended to implement and operate the proposed project as identified in the Project Description and the Budget Table (previous page). The proposal must provide justification that the amount of grant funds requested is reasonable and appropriate given the proposed project's design and scope, and how the requested amounts will serve to meet the stated goals and objectives. Applicants are limited to the use of the Line Item categories listed; however, applicants are not required to request funds for every Line Item. If a budget line item is not applicable for the proposed project, complete with entering N/A. All funds must be used consistent with the requirements of the BSCC Grant Administration Guide, located on the BSCC website, including any updated version that may be posted during the term of the grant agreement. The BSCC will notify grantees whenever an updated version is posted. Definitions for the Prop 64 PH&S Grant Program Budget Line Items are as follows.

- 1. Salaries and Benefits:** List the classification/title, percentage of time, salary or hourly rates, and benefits (as applicable) for each staff person that will be funded by the grant, either by the Applicant or the Lead Public Agency (LPA). Briefly describe their roles/responsibilities within the Prop 64 PH&S Grant Program.

*Do not include information for public agency subcontractors or professional consultants; that information should be provided under the Professional Services Line Item and/or the Program Evaluation Line Item, as applicable.

*Do not include information for NGO subcontractors; that information should be provided under Non-Governmental Organization (NGO) Contracts Line Item.

- 2. Services and Supplies:** Include and itemize all services and supplies to be purchased by the Prop 64 PH&S Grant Program.

*Services and supplies to be purchased by NGOs, partner agencies, subgrantees, or subcontractors must be included in the applicable line item (e.g., Professional Services Line Item, NGO Contracts Line Item).

- 3. Professional Services:** List the names of any public agency(ies) or professional consultant(s) that will work on and be funded by the Prop 64 PH&S Grant Program. Show the amount of funds allocated to each agency/consultant and itemize the services that will be provided. List any positions to be funded, including classification/title, percentage of time, salary or hourly rates, and benefits (if applicable).

*Do not include information for subcontractors or consultants solely for the purpose(s) of Project Evaluation; that information should be provided under the Program Evaluation Line Item.

- 4. Non-Governmental Organization (NGO) Subcontracts:** List the names of all NGOs that will work on and be funded by the Prop 64 PH&S Grant Program. Include any positions to be funded, including classification/title, percentage of time, salary or hourly rates, and benefits (if applicable). If a community partner has not been selected as of

the date of the submission of the application, identify the amount of grant funds that will be allocated and describe the services to be provided.

5. **Indirect Costs:** Indirect costs may be charged as an amount not to exceed ten percent (10%) of the actual total direct project costs. Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the project. Indirect cost guidelines can be found in the BSCC Grant Administration Guide located on the BSCC website.
6. **Equipment and Fixed Assets:** Include grant funds associated with equipment and fixed assets purchased by the Prop 64 PH&S Grant Program. Equipment and fixed assets are defined as nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Items that do not meet this threshold should be included in the Services and Supplies Line Item Category. Itemize all equipment and fixed assets to be purchased by the Prop 64 PH&S Grant Program.

*Equipment and fixed assets purchased by partner agencies, NGOs, subgrantees, or subcontractors must be included in the applicable Line Item (e.g., Professional Services Line Item, NGO Contracts Line Item).
7. **Data Collection / Enhancements:** Include and itemize all grant fund costs associated with the project's data collection efforts and/or necessary enhancements to an existing data collection mechanism to capture the data required for the Prop 64 PH&S Grant Program.
8. **Program Evaluation:** Include and itemize all grant fund costs associated with evaluation efforts for this project. This should include any subcontracts funded by the Prop 64 PH&S Grant Program solely for the purposes of Program Evaluation.
9. **Sustainability Planning:** Itemize all costs associated with the Applicant's efforts for sustaining this project after the Prop 64 PH&S Grant Program has ended.
10. **Other (Travel & Training costs):** Itemize all costs that do not fit into the Line Item Categories listed above, including travel and training. At a minimum, applicants should budget for at least four (4) project-related individuals to travel to Sacramento for a Grantee Orientation.

*For this Line Item, do not include "other" costs for partner agencies, NGOs, subgrantees, or subcontractors. These costs must be included in the applicable Line Item (e.g., Professional Services Line Item, NGO Contracts Line Item).

NOTE: Out-of-State travel using grant funding is permissible only in rare cases and is monitored very closely. Out-of-State travel included in the proposed budget does not guarantee automatic approval; these travel requests undergo a high level of review and scrutiny and approval is granted only in limited cases. Out-of-State travel requests require separate and prior approval by the BSCC.

- 11. Financial Audit:** Up to \$25,000 may be allocated for an end of project financial audit. The audit provides assurances that an organization's financial statements are free of material misstatement based upon the application of generally accepted accounting principles.

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:** \$

2. **Services and Supplies:** \$773,100 to be used for a whole panoply of items. Services include billable hours from City partners to carry out enforcement and inspection activities (e.g. litigation budget). Supplies for inspections and enforcement include: protective equipment (e.g. goggles, gloves, masks), tools (e.g. olfactometer, measuring wheels, measuring tape, flashlights), electronic devices (e.g. tablets, work phones), and miscellaneous items (e.g. office jackets, badges).

3. **Professional Services:** \$100,000 to be used to iterate and expand the reach of the youth development/prevention campaign. This includes potentially contracting additional work. This specifically includes buying additional advertisements.

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

5. **Indirect Costs (not to exceed 10% of the actual total direct project costs):** \$100,000 to be used for shared costs that cannot be directly assigned to a particular activity, but are necessary for the performance of the project.

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

7. **Data Collection / Enhancement:** \$300 to be used to purchase Google Workspace accounts, to be renewed over the course of 3 years, so that the Office of Cannabis can better coordinate data management and reporting.

8. **Program Evaluation:** \$

9. **Sustainability Planning:** \$

10. Other (include travel and training costs): \$1,600 to be used for travel and training costs associated with attending a Grantee orientation in Sacramento. Moreover, funds to be used for public transportation passes and parking permits.

11. Financial Audit: \$25,000 to be used to support an end of project financial audit.

Additional Request for Proposals Information

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



OFFICE OF THE CITY ADMINISTRATOR



London N. Breed, Mayor
Kenneth A. Bukowski, Acting City Administrator

Dear BSCC,

Please consider this letter to be the City and County of San Francisco's (CCSF) Letter of Commitment regarding the Proposition 64 Public Health and Safety Grant.

The City and County of San Francisco (CCSF), through the Office of the City Administrator, seeks grant funds to assist with law enforcement efforts and other projects to address public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

This effort will be spearheaded by the San Francisco Office of Cannabis (OOC). There are likely to be many city partners involved in this effort including the Department of Public Health and the City Attorney's Office Code Enforcement team.

Please refer to the *Grant Program Request for Proposals Project Work Plan* regarding specific points of contact and corresponding City departments.

Sincerely,

Marisa Rodriguez
Director
Office of Cannabis
marisa.rodriquez@sfgov.org
(415) 554-4420
49 South Van Ness 6th Floor
San Francisco, CA 94103



OFFICE OF THE CITY ADMINISTRATOR



London N. Breed, Mayor
Kenneth A. Bukowski, Acting City Administrator

Dear BSCC,

Please consider this letter to be the City and County of San Francisco's (CCSF) Letter of Eligibility regarding the Proposition 64 Public Health and Safety Grant.

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

- All indoor commercial cannabis cultivation (including mixed light cultivation).
- Establishment of businesses(es) licensed under Division 10 of the Business and Professions Code
- Operation of businesses licensed under Division 10 of the Business and Professions Code.

CCSF does ban outdoor cultivation. However, this would not impact our eligibility because CCSF has not banned both outdoor and indoor cultivation.

The applicable local cannabis ordinance is Article 16 of the San Francisco Police Code. The ordinance went into effect on January 5, 2018.

Sincerely,

Marisa Rodriguez
Director
Office of Cannabis
Marisa.Rodriguez@sfgov.org
49 South Van Ness, 6th Floor
San Francisco, CA 94103

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

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

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


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

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

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

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

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

AUTHORIZED SIGNATURE			
(This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Ken Bukowski	TITLE Deputy City Administrator	TELEPHONE NUMBER 415-554-6172	
STREET ADDRESS 1 Dr. Carlton B. Goodlett Place #362	CITY San Francisco	STATE California	ZIP CODE 94102
EMAIL ADDRESS Kenneth.bukowski@sfgov.org			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature))			DATE 1/28/21
X 			

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
TBD	TBD	TBD	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to 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 Ken Bukowski	TITLE Deputy City Administrator		TELEPHONE 415-554-6172
STREET ADDRESS 1 Dr. Carlton B. Goodlett Place #362	CITY San Francisco	STATE California	ZIP CODE 94102
EMAIL ADDRESS Kenneth.bukowski@sfgov.org			
SIGNATURE (Blue Ink Only or E-signature) x 			DATE 1/28/21