

**GENERAL INFORMATION**

**Grantee Name:** City of Stockton

**Grant Amount:** \$3,000,000.00

**Funding Source:** Authorized pursuant to Section 256 of Assembly Bill 102 (Ting) which amends Section 19.567, subdivision of the Budget Act of 2023. (A copy of the authorizing statute is included on the Attachment)

**GRANT DESCRIPTION**

The Grant funds are awarded generally for purposes of the acquisition of a bubbler system and trash boom at Morelli Park.

**Grant funds are to be used in accordance with the original proposed scope of work and the terms of this Agreement. The Grantee shall not make any changes to the scope of work without the prior written approval of OPSC.**

**TERMS AND CONDITIONS OF GRANT****Definitions**

“Agreement” means a contract to do or not to do a certain thing and refers to this Grant Agreement.

“Expenditure report” means the information submitted by the Grantee upon project completion to demonstrate expenditures have been made in accordance with the Grant award.

“Grant” means the funding provided in support of acquiring a "bubbler" system and a trash boom that would be installed near Morelli Park, which would serve to stop floating trash from entering the Stockton Channel and McLeod Lake.

“Office of Public School Construction (OPSC)” means the office within the California Department of General Services that administers this grant program on behalf of the Director of the Department of General Services.

“State” means the State of California.

**Term of Grant Agreement**

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Grant. This Agreement becomes effective on the date of the last signature. This Agreement terminates once (1) all Grant funding is expended, and when all the parties’ obligations under this Agreement are satisfied, or (2) if the Grant is rescinded, or (3) if the Grantee withdraws its request for the Grant funds.

**Project Execution**

The Office of Public School Construction hereby awards to the Grantee a sum of money (Grant) \$3,000,000.00 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the project in this Agreement and under the Terms and Conditions set forth in this Agreement and the authorizing statute.

Grantee certifies that the proposed scope of work complies with all laws and requirements applicable to school construction projects.

**Receiving and General Usage of Funds**

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Grant.

Grant funds shall be released in one installment. The fund release shall occur on or about January 15, 2024, provided this Agreement has been fully executed.

Pursuant to the requirements set forth in Section 19.567(a)(7) of the Budget Act of 2023, all funds must be encumbered no later than June 30, 2025, and expended no later than June 30, 2027. All funds not encumbered by June 30, 2025, and/or expended by June 30, 2027, shall be returned by the Grantee to the Office of Public School Construction.

Funds are to be expended in accordance with the scope of work identified in the Grant Description. A maximum of 5% of the total funds may be used for Grantee's administrative and/or overhead costs associated with the Grant. Expenditures associated with the scope of work made prior to the effective date of the agreement, may be considered eligible costs.

**Program Reporting Requirements**

As a condition of this Grant, the following information shall be submitted to the Office of Public School Construction:

- No later than 8/1/2025 (or as soon as contracted) the Grantee will submit documentation confirming funds have been encumbered with a copy of the encumbrance documents.
- No later than 8/1/2026 the Grantee will submit a project status report.
- No later than 8/1/2027 the Grantee will submit a final Expenditure Report and a narrative summary of the project outcome.
  - o Report format is at the discretion of the Grantee; however, reports should be detailed enough to clearly demonstrate progress and that expenditures are connected to the project.
  - o Submitted reports shall include a cover letter from the Grantee with a signed statement that the information submitted is true and accurate.

**Record Retention**

Grantee shall maintain satisfactory financial accounts, documents, and records for the Grant, at a Project-specific level of detail.

Financial accounts, documents, and records may be retained electronically.

**Repayment of Grant Funds**

Upon notification from OPSC of any amounts to be repaid to the State, the Grantee shall remit a warrant in the amount due within 60 calendar days.

**Conflict of Interest**

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Grant being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

**Compliance with Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The Grantee is notified that compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

**Severability**

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

**Electronic Filing**

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

**O. Supplement, Not Supplant**

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Grant. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Grant, even if those laws and regulations are not specifically cited in this Agreement.

**P. Exact Duplicate**

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

**SIGNATURES**

**The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.**

NAME OF GRANTEE REPRESENTATIVE (PRINT)	PHONE NUMBER
SIGNATURE OF GRANTEE REPRESENTATIVE	DATE
NAME OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

## **Attachment**

### **Excerpt from Senate Bill No. 102, Ting. Budget Act of 2023**

#### **SEC. 263.**

Section 19.567 is added to the Budget Act of 2023, to read:

#### **SEC. 19.567.**

(a) (1) The amounts appropriated pursuant to this section reflect legislative priorities related to other community investments.

(2) For allocations in this section that include a designated state entity, the entity shall allocate the funds to the recipients identified in the paragraphs following each designation. The state entity shall determine the best method for allocation to ensure the funds are used for the purposes specified in this section. Self-attestation by the receiving entity is an acceptable method of verification of the use of funds, if determined appropriate by the state entity.

(3) Notwithstanding any other law, allocations pursuant to this section are exempt from the personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government Code, from Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and the State Contracting Manual, and are not subject to the approval of the Department of General Services, including the requirements of Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of the Title 2 of the Government Code.

(4) If an item number for the appropriate department for a state entity does not exist, and such an item number is required in order to make the specified allocations, the Department of Finance may create an item number for this purpose.

(5) Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.

(6) The Department of Finance may authorize the transfer of allocating authority to a different state entity to facilitate the expenditure of the funds for the intended legislative purpose. Any state entity that allocates funds may also, in consultation with the Department of Finance, use an alternative local fiscal agent that is not identified in this section instead of the fiscal agent designated in this section if necessary to achieve the intended legislative purpose. Any change to the allocating state entity or fiscal agent made pursuant to this paragraph shall be reported to the Joint Legislative Budget Committee in writing at least 30 days, or no sooner than whatever lesser time after that notification the chairperson of the joint committee, or the chairperson's designee, may determine, prior to the change. It is the intent of the Legislature to revise this section during the 2023–24 fiscal year to reflect any changes necessary to achieve the intended legislative purpose.

(7) Unless otherwise specified in this section, funds allocated pursuant to this section shall be available for encumbrance through June 30, 2025, and expenditure until June 30, 2027.

(8) Unless otherwise specified, the funds appropriated in this section shall not be disbursed for any project prior to September 30, 2023. Future legislation may, but is not required to, specify further details concerning the manner of disbursement of these funds.

(9) Funding provided in this section shall not be used for a purpose subject to Section 8 of Article XVI of the California Constitution. If the Department of Finance determines that any allocation would be considered an appropriation for that purpose, the funding shall not be allocated, and the department shall notify the Joint Legislative Budget Committee of that finding.

(10) The amounts specified in subdivisions (b) through (h), inclusive, are hereby appropriated from the General Fund as follows:

(b) To be allocated by the Commission on the Status of Women and Girls as follows:

(1) \$1,500,000 to the DIY Girls, for the DIY Girls— Increasing Program Participation & Outreach.

(c) To be allocated by the Department of Veterans Affairs as follows:

(1) \$100,000 to the Cosumnes Community Services District, for the Elk Grove Regional Veterans Memorial Wall.

(2) \$1,500,000 for the County of Trinity for the modernization of Veterans Memorial Hall.

(3) \$100,000 for American Legion Post 176 for modernization renovations.

(d) To be allocated by the California Workforce Development Board as follows:

(1) \$1,000,000, for the Urban League of Greater San Francisco Bay Area.

(e) To be allocated by the Department of General Services as follows:

(1) \$500,000 to the City of Adelanto, for the Adelanto Council Chamber Improvements.

(2) \$650,000 to the City of West Hollywood, for the Rehabilitation of the National Landmark Eligible “Log Cabin” 12 steps fellowships’ house in West Hollywood, California.

(3) \$500,000, to the Hollywood Partnership Community Trust, for the Hollywood Public Restrooms & Concierge Visitor Information Center.

(4) \$3,000,000 to the City of Stockton for acquisition of a bubbler system and trash boom at Morelli Park.

(f) To be allocated by the Governor’s Office of Business and Economic Development as follows:

(1) \$1,000,000 to the City of Fresno, for the Central Valley Community Foundation: Civic Infrastructure Hubs.

(2) \$1,000,000 to the City of Anaheim, for the City of Anaheim: Store one.

(3) \$3,750,000 for the County of Solano for radio interoperability and infrastructure improvement and early learning resource center.

(4) \$8,500,000 for University of La Verne for construction of a College of Health and Community Well-Being.

(5) \$500,000 for Career Nexus for program support.

(6) \$2,000,000 for the City of Calexico for support of an indoor facility for assisting asylum seekers and migrants.

(g) To be allocated by the Office of Planning and Research as follows:

(1) \$250,000 to the City of Los Angeles - Workforce and Economic Development, for the Brotherhood Crusade.

(2) \$1,000,000 to the Inland Empire Community Foundation, for the IECF Black Equity Initiative.

(3) \$250,000, for the Center Against Racism & Trauma (CART).

(4) \$2,500,000 to the County of Los Angeles, for the Infrastructure Improvements for LA Voice.

(5) \$1,500,000 for the City of San Diego for the BID Council to support BIDS/small businesses, community programming.

(6) \$1,000,000 for the San Diego Zoo Wildlife Alliance for pathology and molecular diagnostic support.

(7) \$250,000 for the County of San Diego for support of the development of United Domestic Workers documentary.

(8) \$300,000 for the Oshman Family Jewish Community Center (JCC) for the PREP Fellowship Program.

(9) \$200,000 for the Redwood City Together for support of the PACE youth program.

(10) \$3,000,000 for the Tech Interactive for the Field Trip program.

(11) \$1,000,000 for the City of Glendale for the expansion of Glendale's technology hub.

(12) \$1,500,000 for the American Jewish University for the renovation and modernization of the Brandeis-Bardin Campus.

(h) To be allocated by the Department of Community Services and Development as follows:

(1) \$450,000 for the Grizzly Flats Community Services District for operations and maintenance needs to recover from the Caldor Fire.