



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.  
Teleconference Only - No Physical Location

### Regular Meeting April 13, 2021

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#### TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recommendations by local officials that precautions be taken, including social distancing, to address the threat of COVID-19.

#### **Important Notice to the Public Regarding COVID-19**

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

#### **1. Joining via Zoom**

There is no physical location of the meeting open to the public. You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

#### **To join the meeting by computer:**

Visit <https://monocounty.zoom.us/j/98979707716>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 989 7970 7716.

To provide public comment (at appropriate times) during the meeting, press the "**Raise Hand**" button on your screen.

#### **To join the meeting by telephone:**

Dial (669) 900-6833, then enter Webinar ID 989 7970 7716.

To provide public comment (at appropriate times) during the meeting, press \*9 to raise your hand.

#### **2. Viewing the Live Stream**

If you are unable to join the Zoom Webinar of the Board meeting you may still view the live stream of the meeting by visiting [http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a](http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a)

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

**ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

**UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.**

9:00 AM Call meeting to Order

Pledge of Allegiance

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

**4. DEPARTMENT/COMMISSION REPORTS**

Receive brief oral report on emerging issues and/or activities.

**5. CONSENT AGENDA**

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

**A. Budget Policy**

Departments: Finance

The Budget Policy was brought before the board as part of a fiscal policy workshop on February 9, 2021. Revisions were made to the Budget Policy based on the fiscal policy workshop.

**Recommended Action:** Adopt the revised budget policy.

**Fiscal Impact:** None.

**B. Resolution Approving Proposition 64 Public Health and Safety Grant Program**

Departments: Probation

Proposed resolution approving an application to the Proposition 64 Public Health and Safety Grant Program and authorizing the County Administrative Officer on behalf of the Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement, in substantially the form set forth in the attached proposal package, with the Board of State and Community Corrections.

**Recommended Action:** Adopt proposed resolution R21-\_\_\_\_, Approving an application to the Proposition 64 Public Health and Safety Grant Program and authorizing the County Administrative Officer on behalf of the Board of Supervisors to submit the grant proposal for this funding and sign the Grant

Agreement with the Board of State and Community Corrections. Provide any desired direction to staff.

**Fiscal Impact:** Probation Department has proposed grant funding in the amount of \$814,798 over a period of three years from May 1, 2021 to April 30, 2024.

**C. 2021 Maintained Mileage**

Departments: Public Works - Roads

Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

**Recommended Action:** Adopt proposed resolution R21-\_\_\_\_, Specifying additions and/or exclusions to the maintained mileage within the County road system and establishing maintained mileage for fiscal year 2021-2022. Provide any desired direction to staff. This action continues unchanged the County's total maintained miles of 679.26 miles

**Fiscal Impact:** The proposed action will result in no change to the County Maintained Road Mileage from the previous report. As such, associated Road Funding is not expected to have any impact on the budget or operations in the future.

**6. CORRESPONDENCE RECEIVED - NONE**

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

**7. REGULAR AGENDA - MORNING**

**A. COVID-19 (Coronavirus) Update**

1 hour

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**B. Fiscal Year 2021-22 Budget Update**

Departments: Finance

45 minutes (20 minutes presentation; 25 minutes discussion)

(Janet Dutcher, Finance Director, Megan Mahaffey, Accountant II) - CAO and

Finance will update the Board about the FY 2021-22 budget development process.

**Recommended Action:** Receive information and discuss.

**Fiscal Impact:** None.

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

**9. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Dave Wilbrecht, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

**B. Closed Session - Public Employee Evaluation**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.**

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

**11. REGULAR AGENDA - AFTERNOON**

**A. Community Development Block Grant 2021 Notice of Funding Availability**

Departments: Finance

PUBLIC HEARING: 1:00 PM (15 minutes)

(Megan Mahaffey, Finance Accountant II) - The CDBG 2021 NOFA was released on January 29, 2021. This year's Notice of Funding Availability is for approximately \$30 million of which Mono County is eligible for \$1.5 million. This is a public hearing required as part of the grant application process.



**Recommended Action:** Conduct a public hearing to gauge public interest in Mono County submitting a grant application for the 2021 NOFA. Provide feedback on the development of the Mono County Community Development Block Grant (CDBG) application for homeownership assistance.

**Fiscal Impact:** None.

**B. Mono County Revolving Loan Fund (RLF) Update**

Departments: Finance

10 minutes

(Megan Mahaffey, Finance Accountant II, Patricia Robertson, Mammoth Lakes Housing Executive Director) - Mammoth Lakes Housing has utilized the RLF for a total of five (5) purchases of deed-restricted properties between September 26, 2017 and December 31, 2019. The outstanding loan that received a 6-month extension was paid back on March 24, 2021.

**Recommended Action:** No action; informational only.

**Fiscal Impact:** \$3,053 of interest earned on the recent loan payoff was moved into the Mono County Affordable Housing Fund.

**C. Mountain View Fire Update**

Departments: Mountain View Fire Emergency Operations Center

10 minutes

(Justin Nalder, EOC Director) - Update on the Mountain View Fire in Walker, California.

**Recommended Action:** Receive update from Incident Command for the Mountain View Fire and involved staff regarding impacts of the fire, recovery efforts, County response, debris removal and related topics. Provide any desired direction to staff.

**Fiscal Impact:** No impact from this update.

**D. Proposed Agreements Supporting County Effort to Facilitate the Provision of Trailers to Residents in Mono County in Need of Temporary Housing as a Result of the Mountain View Fire, the COVID-19 Pandemic or Otherwise**

Departments: Mountain View Fire Emergency Operations Center

5 minutes

(Justin Nalder, EOC Director) - The proposed agreements facilitate and support the transfer of trailers by the City of Los Angeles to IMACA and ultimately to residents of Mono County experiencing homelessness and include:  
1) MOU among the City of Los Angeles, Mono County, and Inyo Mono Advocates for Community Action (IMACA) governing the transfer of 36 trailers by the City of LA to IMACA in return for indemnification by IMACA and Mono County.

- 2) MOU between Mono County and IMACA indemnifying Mono County against any and all claims relating to the transfer of the trailers from the City of Los Angeles to IMACA and use by IMACA to serve homelessness in the County and possibly the tri-county region under certain, specified circumstances.
- 3) Agreement among Mono County, IMACA and any trailer recipient indemnifying Mono County against any and all claims relating to the transfer of the trailers from IMACA to the individual recipient.

**Recommended Action:** Approve County entry into and authorize CAO's signature on the proposed agreements and authorize the CAO, in consultation with County Counsel, to administer said agreements, including making minor amendments as the CAO may deem necessary provided such amendments do not substantially alter the scope of the agreements and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

**Fiscal Impact:** Trailers are being transferred at no cost. Transportation fees and needed supplies will be paid for by donated funds from Direct Relief, not to exceed \$80,000.

**E. Allocation List Amendment - Probation Department**

Departments: Probation

15 minutes

(Karin Humiston, Chief Probation Officer) - Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add one (1) Behavioral Health Services Coordinator, remove one (1) Deputy Probation Officer III position and add one (1) Deputy Probation Officer IV position in Probation.

**Recommended Action:** Adopt proposed resolution R21-\_\_\_\_, Amending the County of Mono List of Allocated Positions to add one (1) Behavioral Health Services Coordinator, remove one (1) Deputy Probation Officer III position and add one (1) Deputy Probation Officer IV position in Probation. Provide any desired direction to staff.

**Fiscal Impact:** No fiscal impact to the General Fund. The cost of promoting the existing Deputy Probation Officer from a III to a IV position for the remainder of this fiscal year is \$1,203 and \$5,105 annually. The salary and benefits for the Behavioral Health Services Coordinator position for the remainder of this fiscal year is \$17,284 and \$89,877 annually. Additional salary and benefit costs are to be paid for from a combination of the new Department of Social Services Family Urgent Response System (FURS) fund and SB 678 fund.

**12. BOARD MEMBER REPORTS**

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

**ADJOURN**



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 13, 2021

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Budget Policy

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

The Budget Policy was brought before the board as part of a fiscal policy workshop on February 9, 2021. Revisions were made to the Budget Policy based on the fiscal policy workshop.

**RECOMMENDED ACTION:**

Adopt the revised budget policy.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Megan Mahaffey

**PHONE/EMAIL:** 760-924-1836 / mmahaffey@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Budget Policy v2021 FINAL</a>
<a href="#">Budget Policy v2021 TRACK CHANGES</a>
<a href="#">Budget Policy v2011 ORIGINAL</a>

**History**

Time	Who	Approval
4/6/2021 1:17 PM	County Counsel	Yes
4/6/2021 10:03 AM	Finance	Yes
4/9/2021 12:12 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

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*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM, MPA*  
Director of Finance

*Gerald Frank*  
Assistant Finance Director  
Treasurer - Tax Collector

**Date:** April 13, 2021

**To:** Honorable Board of Supervisors

**From:** Janet Dutcher, Finance Director  
Megan Mahaffey, Accountant II

**Subject:** Budget Policy adoption

### **Recommended Action**

1. Review and adopt Budget Policy as updated from the Fiscal Policy workshop with the Board of Supervisors on February 9, 2021

### **Fiscal Impact**

None.

### **Discussion**

As per staff goal to review Mono County's fiscal policies as part of the annual budget process, a Fiscal policy workshop took place on February 9, 2021. The Board of Supervisors reviewed revisions to the budget policy adopted in 2011 as well as the adopted Debt Policy. The Budget policy was revised as per direction from the board. The revised Mono County Budget Policy includes revisions to the adopted 2011 version including a section on General Fund Contingency policy.

The revisions before you today ensure relevance and usefulness. Fiscal policies are an important foundation that allow an organization to become fiscally resilient despite changes in our environment. Financial policies serve as guidelines for operational and strategic decision making. They establish operating parameters by identifying the acceptable or preferred courses of action and those which are unacceptable. The policy for adoption today puts Mono County in line with the Government Finance Officers Association (GFOA) recommendations and establishes a Mono County standard for budget. Internal procedures and control mechanisms will ensure compliance.

# MONO COUNTY

## BUDGET POLICY

*(adopted May 2011, revised April 2021)*

### INTRODUCTION

The most crucial policy setting action the Mono County Board of Supervisors performs every year is the adoption of a balanced budget. The budget development process takes months and requires collaboration from all its operating departments as well as the Board of Supervisors to propose an integrated spending plan that delivers public services for twelve months. The process includes an estimate of taxpayer resources available for appropriation. These revenues set the limit for required and discretionary spending that support public service delivery efforts. The budget communicates to our citizens their government's priorities for meeting community needs. Yet, budgetary decision-making must support only those efforts that are sustainable and fiscally responsible. The budget focuses all County efforts and ultimately drives employee behavior and decision making.

A budget policy is a shared understanding establishing goals aimed at allocating public resources that efficiently and effectively provide services to citizens and visitors within the County. While not all our shared goals are achievable every fiscal year, the existence of such goals serve to guide the Board of Supervisors in its decision-making. One of Mono County's Strategic Goals is to be fiscally resilient. This demonstrates the importance of financial sustainability beyond adopting a balanced budget as required by law in the County Budget Act. Instead, Mono County aims to adopt a structurally balanced budget where recurring revenues are equal to recurring spending. Once achieved, annual budget surpluses will fund reserves and one-time expenditures. Mono County's objective is to achieve and maintain explicit reserve balances equal to 25% of average General Fund spending.

The County of Mono developed its budget policy out of the experiences of the last three decades. We recognize that maintaining a conservative budget approach and prudently addressing unfunded liabilities while also ensuring the fiscal sustainability of the County's workforce and rebuilding adequate reserves are vital to sound fiscal management and achieving the Mono County Mission: to support all our communities by providing superior services while protecting our unique rural environment.

### I. BALANCED BUDGET

- A. The County is required by state law to adopt a budget that is balanced. This means that total appropriations (or annual spending) cannot be more than estimated resources, which includes beginning fund balance plus anticipated revenues). This is the minimum criteria for budget adoption.
- B. The County's goal is to adopt a structurally balanced budget which means that ongoing revenues are at least equal to ongoing spending. This ensures continuation of current services despite cyclical downturns in revenue streams. The elimination of reliance on

# MONO COUNTY

## BUDGET POLICY

*(adopted May 2011, revised April 2021)*

fund balance to legally balance the budget is a key step towards achieving fiscal resilience.

### II. RESERVE BALANCES

Establishing and maintaining adequate reserve balances ensures the County retains the fiscal ability to maintain essential public services when events such as cyclical economic downturns cause temporary revenue losses. Given Mono County's tourism-based economy, the recommended minimum level of reserve balances is 25% of average annual general fund spending. Additional specific reserve accounts should be established as the need for future resources arises to pay for long-term capital, facility, and infrastructure projects.

- A. Establish and maintain a general reserve balance of at least 10% of the average annual general fund expenditures. The purpose of the general reserve balance is to provide spending resources in case of emergencies, as enumerated in Government Code Section 29127 of the County Budget Act. The general reserve is to be carried forward in the budget from year to year. Except in cases of legally declared emergencies, the general reserve is established, cancelled, increased or decreased only at the time the budget is adopted.
- B. Establish and maintain an economic stabilization balance of at least 15% of the average annual general fund expenditures. The purpose of the economic stabilization balance is to provide resources to support the workforce and the delivery of essential public services during an economic downturn having a negative effect on the County's revenues.
- C. When the fiscal year budget permits, the Board will consider placing prior year unspent expenditure contingencies and any portion of the prior year fund balance in the economic stabilization reserve.
- D. As resources become available, the Board of Supervisors will establish additional reserve accounts for the purpose of accumulating funds for specific long-term purposes such as retirement of long-term debt, paying down unfunded liabilities, paying for facility improvements, and funding infrastructure replacement or expansion projects.

### III. EXPENDITURE CONTINGENCY ACCOUNT

Each budget shall establish an appropriation for expenditure contingencies at a minimum level of 1% of the budgeted general fund expenditures (but not to exceed 10% of total appropriations) in each fiscal year for unanticipated expenditures. All expenditures from the contingency account are at the discretion of the CAO and Board of Supervisors. As required by State law, any transfer of contingency to another budget unit within the General Fund requires a 4/5ths vote of the Board of Supervisors. For more detail on the

# MONO COUNTY

## BUDGET POLICY

*(adopted May 2011, revised April 2021)*

expenditure contingency appropriation, please see the General Fund Contingency Appropriation Policy.

### IV. GENERAL FUND CONTINGENCY APPROPRIATION POLICY

It is observed that the absence of a specific General Fund (GF) Contingency Appropriation policy contributes to over-estimating of budgeted expenditure amounts and leads to a widening gap between fiscal year budgeted appropriations and actual expenditures where budgeted appropriations at the account level exceed actual expenditures by more than five percent. It is also believed this situation artificially increases the GF structural budget deficit and impacts the Board of Supervisors (BOS) financing decisions. While the County's past budget policy requires adoption of a GF Contingency Appropriation account at a minimum level of 1% of the budgeted GF expenditures, it provides no guidance about the use of this contingency balance during the fiscal year.

This General Fund Contingency Appropriation policy is designed to provide GF departments with the framework to tighten budgetary cost controls at the account level for the purpose of achieving a structurally balanced budget. The objective is to establish and maintain a GF contingency appropriation in each year's budget to accommodate unexpected increases in expenditures, which could not have reasonably been anticipated at the time the budget was developed. It is to provide a margin of safety and a source of temporary funding to GF departments to encourage an attitude of cost control within each account. It is further intended to promote collaborative teamwork in managing the finances of the County's GF.

This section of the policy has five elements as noted below:

1. Scope
2. Compliance with applicable Government Code (GC) sections
3. Establishing the contingency appropriation
4. Use of the contingency appropriation

#### 1. Scope

This policy applies only to the County's General Fund.

The contingency appropriation is not a contingency reserve. A contingency reserve is a budgetary provision setting aside a portion of the GF fund balance (carryover) for an identified purpose. It is not a financing source in the County's annual budget. This policy directs the creation of a contingency appropriation in the County's annual budget and equals the amount which is set aside each year to be appropriated for that year's unforeseen expenditure requirements.

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## BUDGET POLICY

*(adopted May 2011, revised April 2021)*

### 2. Compliance with Applicable Government Code Sections

The County shall adhere to the County Budget Act (Act) which is referenced in GC 29000 through GC 29144, and is also included in Appendix B of the County Budget Guide (2010 Edition, Revision #1) issued by the California State Controller's Office. This policy is to be consistent with all provisions of the Act affecting appropriations for contingencies which are restated in this section. This section is provided as a summary only and not meant to be a full recitation of the County Budget Act or laws governing county budgets.

GC 29006: The adopted budget shall include, at a minimum, estimated or actual amounts by fund for ... (d) appropriations for contingencies.

GC 29084: The budget may contain an appropriation(s) for contingencies in such amounts as the BOS deems sufficient.

GC 29125: Transfers and revisions to appropriation for contingencies is made by formal action of the BOS, by a four-fifths vote.

GC 29126: For any appropriation in whole or in part that is not needed, the Board of Supervisors may cancel the unneeded appropriation and transfer the amount to appropriation for contingencies.

### 3. Establishing the Contingency Appropriation

Subject to BOS approval, the County will establish a GF contingency appropriation with each budget cycle using the guidelines provided in this section.

The amount of the GF contingency appropriation is targeted at a minimum of 1% but no more than 10% of budgeted GF expenditures (not including this GF contingency appropriation).

The GF contingency appropriation will be established and/or adjusted with each budget cycle, will be included as a separate department of the GF budget, and the balance left in the contingency appropriation at the end of each fiscal year will terminate and lapse as a contribution to GF carryover fund balance.

The GF contingency appropriation cannot be more than the following for each budget year:

Total GF funding sources  
Less all other GF appropriations  
Plus amounts available from GF unassigned fund balance.



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## BUDGET POLICY

*(adopted May 2011, revised April 2021)*

In times of declining revenues and/or budget deficits, the BOS may temporarily eliminate or reduce the GF contingency appropriation until the fiscal crisis is resolved.

The amount of the contingency appropriation may be adjusted by 4/5ths vote of the BOS at any time during the fiscal year after the adoption of the County's final budget.

#### 4. Use of the Contingency Appropriation

Only GF departments may request use of the contingency appropriation.

The department initiates a request for use of the contingency appropriation in either of two ways:

- By submitting an individual agenda item through the County's agenda software program which must be reviewed by the CAO, County Counsel, and the Finance Department prior to being placed on the Board's agenda. The agenda transmittal must include a statement by the department justifying the use of the contingency appropriation consistent with this policy.
- By requesting the use of the contingency appropriation, as instructed, during the mid-year (or other intra-period) budget review process. The Department must document their justification for the use of the contingency appropriation consistent with this policy.

Transfer from the contingency appropriation must be approved by the BOS with a 4/5ths vote prior to recording the requested transfer.

Use of the contingency appropriation is allowed for the following reasons and circumstances:

- Unforeseen expenditures that could not have been anticipated at the time the annual budget was adopted.
- When the department is impacted by legislative changes not known at the time of budget development and which has a negative impact on the department's expenditures (ie..increases expenditures).
- Increases in expenditures necessary to maintain current service levels.
- Economic events that increase vendor costs such as utility rate increases or an increase in a vendor's rates.
- Unanticipated operational changes.

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*(adopted May 2011, revised April 2021)*

Use of contingency should not be used to fund new expenditures of an on-going nature.

Prior to requesting use of the contingency appropriation, the department must have:

- No unanticipated revenue that has not been appropriated.
- No other appropriations within its own budget which can be reallocated to cover the budget shortfall.
- No other appropriation available in another fund that it controls that can be legally applied to cover the budget shortfall.

## V. FUND BALANCES

Government Accounting Standards Board (GASB) Statement Number 54 requires the County to segregate fund balances into five basic categories. These categories are:

1. *Nonspendable fund balance* (such as inventories or prepaid expenditures) is used for amounts that are not in spendable form to segregate them in fund balance so that it cannot be appropriated.
2. *Restricted fund balance* (such as creditors, grant providers or contributors) is used for amounts restricted to specific purposes by external parties.
3. *Committed fund balance* (to cover commitments the Board of Supervisors has made) is used for amounts determined by formal action (i.e., resolution) of the Board of Supervisors to be used for a specific purpose.
4. *Assigned fund balance* (such as covering deficit fund balances) is used for amounts intended to for a specific purpose and can be established by the Board or the CAO.
5. *Unassigned fund balance* (everything not included in the other types of fund balance).

Restricted, committed, assigned, and unassigned fund balance amounts together constitute spendable fund balance and these amounts are available for appropriation and use in balancing next year's budget.

The Finance Director is responsible for segregating each fund balance by category and amount and informing the CAO and the Board of Supervisors of the amount of spendable fund balance available for use in balancing the budget for the upcoming year.

## VI. STRATEGIC PLANNING

The County uses a strategic planning process for setting priorities and making budgetary decisions. This allows development, initiation, and funding of new or revised programs over a five-year period, in sync with a comprehensive planning process that establishes

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## BUDGET POLICY

*(adopted May 2011, revised April 2021)*

the Board's priorities for satisfying long-term community needs. All new or revised services are evaluated within the framework of the five-year strategic plan. The strategic plan is updated every year to span a five-year period.

### **VII. FISCAL MANAGEMENT**

Mono County uses fiscal management principles to ensure resiliency by:

1. Maintaining a conservative budgeting approach. This means to limit budget deficits whenever possible. Concerning revenues, it requires forecasting that is not overly optimistically but instead relies on accepted analytical methodologies such as historical trends and economic indicators as the basis for estimating revenues. Concerning expenditures, it requires limiting spending amounts based on work plans to continue delivery of existing public services.
2. Annually consider reduction of long-term debt and unfunded liabilities.
3. Establish an equitable basis for allocating internal costs to all service users.
4. Review fees periodically. Fees should be calculated to include all actual costs of providing the service, including overhead. Only the Board of Supervisors can decide to set a fee at less than its cost to provide the service. Adjust and establish new fees as needed.
5. Incorporate long-term financial planning into the budget cycle to guide financial decision-making.

### **VIII. INFRASTRUCTURE AND FACILITIES**

Consider contributions from the general fund, grants and state/federal allocations, annually or whenever available, for the improvement of county infrastructure and facilities. Incorporate plans to improve infrastructure and facilities into long-term plans and prioritize setting aside funds to pay for these projects (but also see the County Debt Policy about borrowing to pay for large projects). Work with regional partners to reduce County costs for maintaining and improving the County infrastructure and facilities which is shared with other jurisdictions.

Plan for new facilities only if operating and maintenance costs for those facilities are fully recognized and accounted for in multi-year financial plans. Provide adequate routine maintenance each year to avoid the higher cost of deferred maintenance.

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## BUDGET POLICY

*(adopted May 2011, revised April 2021)*

### **VIII. NEW SERVICES**

Add new services only after identifying a need (see section on strategic planning) and only when adequate resources for staffing and on-going operational funding are available in multi-year financial plans.

### **IX. GUIDELINES FOR OPERATIONAL EFFICIENCIES**

1. Provide County services in the most cost effective and operationally efficient manner.
2. When program funding is cut or eliminated, reduce, or eliminate the program accordingly, unless otherwise mandated.
3. Provide staffing levels that consider multi-year needs, reasonable workload per employee, and minimize the possibility of layoffs or furloughs resulting from inadequate revenues.
4. For special projects or certain expertise in the short-term, utilize temporary employees (not to exceed 1,000 hours) and consultants.
5. Utilize community expertise on a voluntary basis, as appropriate.
6. Ensure that fee-supported services are staffed appropriately to render the services for which customers have paid. Minimize the use of subsidies to support continuation of such services.
7. Work through partnerships, JPA's, and regional relationships to share costs for local programs whenever possible.

### **X. EMPLOYEE DEVELOPMENT**

Attract and retain competent employees for the County work force by compensating employees fairly (consistent with smaller rural counties), provide adequate training opportunities, ensure safe working conditions, and maintain a professional work environment. For additional policy direction, see the Compensation Philosophy Statement adopted by the Board of Supervisors.

### **XI. ECONOMIC DEVELOPMENT**

Achieve organized, sustainable community development for the communities and citizens of Mono County through the budget process by providing an expanded and diversified economic base while preserving our scenic beauty, open space, small town charm and historical assets.

# MONO COUNTY

## BUDGET POLICY

*(adopted May 2011, revised April 2021)*

### **XII. BUDGET DEVELOPMENT**

- A. The County will utilize a targeted “base-year” operating budget where the budget team estimates resources available, costs out workforce and non-discretionary spending, and communicates with operating departments about their share of the remaining General Fund spendable resources. A base year budget incorporates the following elements:
1. The same staffing levels and the same allocated classifications as prior year's adopted budget.
  2. The same level of supplies, materials, and services as purchased in prior years, increased to account for known price increases.
  3. Replacement, in-kind, of capital equipment not to exceed \$10,000
- B. The County will utilize a process to approve additions over and above the targeted “base-year” budget by considering a list of policy items. Policy items are defined as follows:
1. Additional allocation of staff.
  2. Reclassification of existing staff to higher classifications or salary range (other than promotions within approved series classifications).
  3. Supplies, materials or services, \$1,000 above base year budget, excluding known price increases.
  4. Any new capital equipment more than \$5,000 that are not replacement items.
  5. Any capital improvement projects identified in the capital improvement plan.
- C. The Board, CAO and Department Heads will consider both resources and priorities in determining which policy items to fund. Priorities are determined by the strategic planning process.
- D. The role of department heads is to develop a fiscally responsible department budget consistent with past spending patterns and within the resources anticipated available for spending, in a timely fashion and to submit the operating budget and policy items to the CAO and Finance Director.

# MONO COUNTY

## BUDGET POLICY

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- E. The role of the Finance Director is to work with departments and consider departmental budgets for submission into the County's proposed budget. The Finance Director will involve the CAO on both the expenditure and the revenue estimates for submission to the Board for approval.
- F. The role of the CAO is as the County's chief budget officer who recommends the budget to the Board of Supervisors.
- G. The Board will consider the budget and provide direction to staff.
- H. The general budget development timeline includes:
  - 1. Establish budget calendar – January
  - 2. Develop base budget, estimate discretionary revenues, and cost internal services and workforce amounts – February
  - 3. Strategic planning and development of the capital improvement plan – February
  - 4. Departments submit their proposed budgets and meet one-on-one with the budget development team – April
  - 5. Budget workshop and development of the recommended budget – May
  - 6. Public hearing and budget adoption – by June 30

# MONO COUNTY

## BUDGET POLICY

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### INTRODUCTION

The most crucial policy setting action the Mono County Board of Supervisors performs every year is the adoption of a balanced budget. The budget development process takes months and requires collaboration from all its operating departments as well as the Board of Supervisors to propose an integrated spending plan that delivers public services for twelve months. The process includes an estimate of taxpayer resources available for appropriation. These revenues set the limit for required and discretionary spending that support public service delivery efforts. The budget communicates to our citizens their government's priorities for meeting community needs. Yet, budgetary decision-making must support only those efforts that are sustainable and fiscally responsible. The budget focuses all County efforts and ultimately drives employee behavior and decision making.

A budget policy is a shared understanding establishing goals aimed at allocating -public resources that efficiently and effectively provide services to citizens and visitors within the County. While not all our shared goals are achievable every fiscal year, the existence of such goals serve to guide the Board of Supervisors in its decision-making. One of Mono County's Strategic Goals is to be fiscally resilient. This demonstrates the importance of financial sustainability beyond adopting a balanced budget as required by law in the County Budget Act. Instead, Mono County aims to adopt a structurally balanced budget where recurring revenues are equal to recurring spending. Once achieved, annual budget surpluses will fund reserves and one -time expenditures. Mono County's objective is to achieve and maintain explicit reserve balances equal to 25% of average General Fund spending.

The County of Mono developed its budget policy out of the experiences of the last three decades. We recognize that maintaining a conservative budget approach and prudently addressing unfunded liabilities while also ensuring the fiscal sustainability of the County's workforce and rebuilding adequate reserves are vital to sound fiscal management and achieving the Mono County Mission: to support all our communities by providing superior services while protecting our unique rural environment.

### I. **BALANCED BUDGET**

- A. The County is required by state law to adopt a budget that is balanced. This means that total appropriations (or annual spending) cannot be more than estimated resources, which includes beginning fund balance plus anticipated revenues). This is the minimum criteria for budget adoption.
- B. The County's goal is to adopt a structurally balanced budget which means that ongoing revenues are at least equal to ongoing spending. This ensures continuation of current services despite cyclical downturns in revenue streams. The elimination of reliance on

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# MONO COUNTY

## BUDGET POLICY

*(adopted May 2011, revised April ~~February~~ 2021)*

fund balance to legally balance the budget is a key step towards achieving fiscal resilience.

### II. RESERVES BALANCES

Establishing and maintaining adequate reserve balances ensures the County retains the fiscal ability to maintain essential public services when events such as cyclical economic downturns cause temporary revenue losses. Given Mono County's tourism-based economy, the recommended minimum level of reserve balances is 25% of average annual general fund spending. Additional specific reserve accounts should be established as the need for future resources arises to pay for long-term capital, facility, and infrastructure projects.

- A. Establish and maintain a general reserve balance of at least 10% of the average annual general fund expenditures. The purpose of the general reserve balance is to provide spending resources in case of emergencies, as enumerated in Government Code Section 29127 of the County Budget Act. The general reserve is to be carried forward in the budget from year to year. Except in cases of legally declared emergencies, the general reserve is established, cancelled, increased or decreased only at the time the budget is adopted.
- B. Establish and maintain an economic stabilization balance of at least 15% of the average annual general fund expenditures. The purpose of the economic stabilization balance is to provide resources to support the workforce and the delivery of essential public services during an economic downturn having a negative effect on the County's revenues.
- C. When the fiscal year budget permits, the Board will consider placing prior year unspent expenditure contingencies and any portion of the prior year fund balance in the economic stabilization reserve.
- D. As resources become available, the Board of Supervisors will establish additional reserve accounts for the purpose of accumulating funds for specific long-term purposes such as retirement of long-term debt, paying down unfunded liabilities, paying for facility improvements, and funding infrastructure replacement or expansion projects.

### III. EXPENDITURE CONTINGENCY ACCOUNT

Each budget shall establish an appropriation for expenditure contingencies at a minimum level of 1% of the budgeted general fund expenditures (but not to exceed 10% of total appropriations) in each fiscal year for unanticipated expenditures. All expenditures from the contingency account are at the discretion of the CAO and Board of Supervisors. As required by State law, any transfer of contingency to another budget unit within the General Fund requires a 4/5ths vote of the Board of Supervisors. For more detail on the

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# MONO COUNTY

## BUDGET POLICY

*(adopted May 2011, revised April ~~February~~ 2021)*

expenditure contingency appropriation, please see the General Fund Contingency Appropriation Policy.

### IV. GENERAL FUND CONTINGENCY APPROPRIATION POLICY

It is observed that the absence of a specific General Fund (GF) Contingency Appropriation policy contributes to over-estimating of budgeted expenditure amounts and leads to a widening gap between fiscal year budgeted appropriations and actual expenditures where budgeted appropriations at the account level exceed actual expenditures by more than five percent. It is also believed this situation artificially increases the GF structural budget deficit and impacts the Board of Supervisors (BOS) financing decisions. While the County's past budget policy requires adoption of a GF Contingency Appropriation account at a minimum level of 1% of the budgeted GF expenditures, it provides no guidance about the use of this contingency balance during the fiscal year.

This General Fund Contingency Appropriation policy is designed to provide GF departments with the framework to tighten budgetary cost controls at the account level for the purpose of achieving a structurally balanced budget. The objective is to establish and maintain a GF contingency appropriation in each year's budget to accommodate unexpected increases in expenditures, which could not have reasonably been anticipated at the time the budget was developed. It is to provide a margin of safety and a source of temporary funding to GF departments to encourage an attitude of cost control within each account. It is further intended to promote collaborative teamwork in managing the finances of the County's GF.

This section of the policy has five elements as noted below:

1. Scope
2. Compliance with applicable Government Code (GC) sections
3. Establishing the contingency appropriation
4. Use of the contingency appropriation

#### 1. Scope

This policy applies only to the County's General Fund.

The contingency appropriation is not a contingency reserve. A contingency reserve is a budgetary provision setting aside a portion of the GF fund balance (carryover) for an identified purpose. It is not a financing source in the County's annual budget. This policy directs the creation of a contingency appropriation in the County's annual budget and equals the amount which is set aside each year to be appropriated for that year's unforeseen expenditure requirements.

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# MONO COUNTY

## BUDGET POLICY

*(adopted May 2011, revised ~~April~~February 2021)*

### 2. ~~2-0~~ Compliance with Applicable Government Code Sections OMPLIANCE WITH APPLICABLE GOVERNMENT CODE SECTIONS

The County shall adhere to the County Budget Act (Act) which is referenced in GC 29000 through GC 29144, and is also included in Appendix B of the County Budget Guide (2010 Edition, Revision #1) issued by the California State Controller's Office. This policy is to be consistent with all provisions of the Act affecting appropriations for contingencies which are restated in this section. This section is provided as a summary only and not meant to be a full recitation of the County Budget Act or laws governing county budgets.

GC 29006: The adopted budget shall include, at a minimum, estimated or actual amounts by fund for ... (d) appropriations for contingencies.

GC 29084: The budget may contain an appropriation(s) for contingencies in such amounts as the BOS deems sufficient.

GC 29125: Transfers and revisions to appropriation for contingencies is made by formal action of the BOS, by a four-fifths vote.

GC 29126: For any appropriation in whole or in part that is not needed, the Board of Supervisors may cancel the unneeded appropriation and transfer the amount to appropriation for contingencies.

### 3. ~~3-0~~ Establishing the Contingency Appropriation STABLISHING THE CONTINGENCY APPROPRIATION

Subject to BOS approval, the County will establish a GF contingency appropriation with each budget cycle using the guidelines provided in this section.

The amount of the GF contingency appropriation is targeted at a minimum of 1% but no more than 10% of budgeted GF expenditures (not including this GF contingency appropriation).

The GF contingency appropriation will be established and/or adjusted with each budget cycle, will be included as a separate department of the GF budget, and the balance left in the contingency appropriation at the end of each fiscal year will terminate and lapse as a contribution to GF carryover fund balance.

The GF contingency appropriation cannot be more than the following for each budget year:

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# MONO COUNTY

## BUDGET POLICY

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Total GF funding sources  
Less all other GF appropriations  
Plus amounts available from GF unassigned fund balance.

In times of declining revenues and/or budget deficits, the BOS may temporarily eliminate or reduce the GF contingency appropriation until the fiscal crisis is resolved.

The amount of the contingency appropriation may be adjusted by 4/5ths vote of the BOS at any time during the fiscal year after the adoption of the County's final budget.

#### 4. ~~4.0~~ Use of the Contingency Appropriation SE OF THE CONTINGENCY APPROPRIATION

Only GF departments may request use of the contingency appropriation.

The department initiates a request for use of the contingency appropriation in either of two ways:

- By submitting an individual agenda item through the County's agenda software program which must be reviewed by the CAO, County Counsel, and the Finance Department prior to being placed on the Board's agenda. The agenda transmittal must include a statement by the department justifying the use of the contingency appropriation consistent with this policy.
- By requesting the use of the contingency appropriation, as instructed, during the mid-year (or other intra-period) budget review process. The Department must document their justification for the use of the contingency appropriation consistent with this policy.

Transfer from the contingency appropriation must be approved by the BOS with a 4/5ths vote prior to recording the requested transfer.

Use of the contingency appropriation is allowed for the following reasons and circumstances:

- Unforeseen expenditures that could not have been anticipated at the time the annual budget was adopted.
- When the department is impacted by legislative changes not known at the time of budget development and which has a negative impact on the department's expenditures (ie..increases expenditures).

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# MONO COUNTY

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*(adopted May 2011, revised April/February 2021)*

- Increases in expenditures necessary to maintain current service levels.
- Economic events that increase vendor costs such as utility rate increases or an increase in a vendor's rates.
- Unanticipated operational changes.

Use of contingency should not be used to fund new expenditures of an on-going nature.

Prior to requesting use of the contingency appropriation, the department must have:

- No unanticipated revenue that has not been appropriated.
- No other appropriations within its own budget which can be reallocated to cover the budget shortfall.
- No other appropriation available in another fund that it controls that can be legally applied to cover the budget shortfall.

## IV.V. FUND BALANCES

Government Accounting Standards Board (GASB) Statement Number 54 requires the County to segregate fund balances into five basic categories. These categories are:

1. *Nonspendable fund balance* (such as inventories or prepaid expenditures) is used for amounts that are not in spendable form to segregate them in fund balance so that it cannot be appropriated.
2. *Restricted fund balance* (such as creditors, grant providers or contributors) is used for amounts restricted to specific purposes by external parties.
3. *Committed fund balance* (to cover commitments the Board of Supervisors has made) is used for amounts determined by formal action (i.e., resolution) of the Board of Supervisors to be used for a specific purpose.
4. *Assigned fund balance* (such as covering deficit fund balances) is used for amounts intended to for a specific purpose and can be established by the Board or the CAO.
5. *Unassigned fund balance* (everything not included in the other types of fund balance).

Restricted, committed, assigned, and unassigned fund balance amounts together constitute spendable fund balance and these amounts are available for appropriation and use in balancing next year's budget.

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# MONO COUNTY

## BUDGET POLICY

*(adopted May 2011, revised April/February 2021)*

The Finance Director is responsible for segregating each fund balance by category and amount and informing the CAO and the Board of Supervisors of the amount of spendable fund balance available for use in balancing the budget for the upcoming year.

### VI. STRATEGIC PLANNING

The County uses a strategic planning process for setting priorities and making budgetary decisions. This allows development, initiation, and funding of new or revised programs over a five-year period, in sync with a comprehensive planning process that establishes the Board's priorities for satisfying long-term community needs. All new or revised services are evaluated within the framework of the five-year strategic plan. The strategic plan is updated every year to span a five-year period.

### VII. FISCAL MANAGEMENT

Mono County uses fiscal management principles to ensure resiliency by:

1. Maintaining a conservative budgeting approach. This means to limit budget deficits whenever possible. Concerning revenues, it requires forecasting that is not overly optimistic but instead relies on accepted analytical methodologies such as historical trends and economic indicators as the basis for estimating revenues. Concerning expenditures, it requires limiting spending amounts based on work plans to continue delivery of existing public services.
2. Annually consider reduction of long-term debt and unfunded liabilities.
3. Establish an equitable basis for allocating internal costs to all service users.
4. Review fees periodically. Fees should be calculated to include all actual costs of providing the service, including overhead. Only the Board of Supervisors can decide to set a fee at less than its cost to provide the service. Adjust and establish new fees as needed.
5. Incorporate long-term financial planning into the budget cycle to guide financial decision-making.

### VIII. INFRASTRUCTURE AND FACILITIES

Consider contributions from the general fund, grants and state/federal allocations, annually or whenever available, for the improvement of county infrastructure and facilities. Incorporate plans to improve infrastructure and facilities into long-term plans

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# MONO COUNTY

## BUDGET POLICY

*(adopted May 2011, revised ~~April~~ February 2021)*

and prioritize setting aside funds to pay for these projects (but also see the County Debt Policy about borrowing to pay for large projects). Work with regional partners to reduce County costs for maintaining and improving the County infrastructure and facilities which is shared with other jurisdictions.

Plan for new facilities only if operating and maintenance costs for those facilities are fully recognized and accounted for in multi-year financial plans. Provide adequate routine maintenance each year to avoid the higher cost of deferred maintenance.

### VIII. NEW SERVICES

Add new services only after identifying a need (see section on strategic planning) and only when adequate resources for staffing and on-going operational funding are available in multi-year financial plans.

### IX. GUIDELINES FOR OPERATIONAL EFFICIENCIES

1. Provide County services in the most cost effective and operationally efficient manner.
2. When program funding is cut or eliminated, reduce or eliminate the program accordingly, unless otherwise mandated.
3. Provide staffing levels that consider multi-year needs, reasonable workload per employee, and minimize the possibility of layoffs or furloughs resulting from inadequate revenues.
4. For special projects or certain expertise in the short-term, utilize temporary employees (not to exceed 1,000 hours) and consultants.
5. Utilize community expertise on a voluntary basis, as appropriate.
6. Ensure that fee-supported services are staffed appropriately to render the services for which customers have paid. Minimize the use of subsidies to support continuation of such services.
7. Work through partnerships, JPA's, and regional relationships to share costs for local programs whenever possible.

### X. EMPLOYEE DEVELOPMENT

Attract and retain competent employees for the County work force by compensating employees fairly (consistent with smaller rural counties), provide adequate training opportunities, ensure safe working conditions, and maintain a professional work

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# MONO COUNTY

## BUDGET POLICY

*(adopted May 2011, revised ~~April~~ February 2021)*

environment. For additional policy direction, see the Compensation Philosophy Statement adopted by the Board of Supervisors.

### XI. ECONOMIC DEVELOPMENT

Achieve organized, sustainable community development for the communities and citizens of Mono County through the budget process by providing an expanded and diversified economic base while preserving our scenic beauty, open space, small town charm and historical assets.

### XII. BUDGET DEVELOPMENT

- A. The County will utilize a targeted “base-year” operating budget where the budget team estimates resources available, costs out workforce and non-discretionary spending, and communicates with operating departments about their share of the remaining General Fund spendable resources. A base year budget incorporates the following elements:
1. The same staffing levels and the same allocated classifications as prior year's adopted budget.
  2. The same level of supplies, materials and services as purchased in prior years, increased to account for known price increases.
  3. Replacement, in-kind, of capital equipment not to exceed \$10,000
- B. The County will utilize a process to approve additions over and above the targeted “base-year” budget by considering a list of policy items. Policy items are defined as follows:
1. Additional allocation of staff.
  2. Reclassification of existing staff to higher classifications or salary range (other than promotions within approved series classifications).
  3. Supplies, materials or services, \$1,000 above base year budget, excluding known price increases.
  4. Any new capital equipment in excess of \$5,000 that are not replacement items.
  5. Any capital improvement projects identified in the capital improvement plan.

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# MONO COUNTY

## BUDGET POLICY

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- C. The Board, CAO and Department Heads will consider both resources and priorities in determining which policy items to fund. Priorities are determined by the strategic planning process.
- D. The role of department heads is to develop a fiscally responsible department budget consistent with past spending patterns and within the resources anticipated available for spending, in a timely fashion and to submit the operating budget and policy items to the CAO and Finance Director.
- E. The role of the Finance Director is to work with departments and consider departmental budgets for submission into the County's proposed budget. The Finance Director will involve the CAO on both the expenditure and the revenue estimates for submission to the Board for approval.
- F. The role of the CAO is as the County's chief budget officer who recommends the budget to the Board of Supervisors.
- G. The Board will consider the budget and provide direction to staff.
- H. The general budget development timeline includes:
  - 1. Establish budget calendar – January
  - 2. Develop base budget, estimate discretionary revenues, and cost internal services and workforce amounts – February
  - 3. Strategic planning and development of the capital improvement plan – February
  - 4. Departments submit their proposed budgets and meet one-on-one with the budget development team – April
  - 5. Budget workshop and development of the recommended budget – May
  - 6. Public hearing and budget adoption – by June 30

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# **BUDGET POLICY**

*(Adopted May 2011)*

## **INTRODUCTION**

A budget policy is an adopted guideline that establishes goals for allocation of public resources in the manner best suited to the efficient provision of services to citizens and visitors present within the County. While not all of the goals may be achievable in the current year, the existence of such goals will serve to guide the Board of Supervisors in its decision-making.

The County of Mono has forged its budget policy out of the experiences of the last two decades, when expenditures grew considerably beyond the County's revenue capability. This resulted in layoffs, downsizing and service reductions throughout County government. It is recognized that maintaining a conservative budget approach and funding unfunded liabilities, whether maintenance of infrastructure/buildings or employee commitments, are vital to sound fiscal management.

## **I. GENERAL RESERVES**

- A. Establish a general reserve in the amount of 5% to 15% of the average annual general fund expenditures.
- B. When the fiscal year budget permits, the Board shall consider placing remaining contingencies and a portion of the prior year fund balances in the general reserve until the maximum reserve of 15% of general fund expenditures is met.
- C. The general reserve will be carried forward in the budget from year to year. Except in cases of legally declared emergencies, the general reserve may only be established, cancelled, increased or decreased at the time the budget is adopted.

## **II. CONTINGENCIES**

Establish an appropriation for contingencies at a minimum level of 1% of the budgeted general fund expenditures (but not to exceed 10% of total appropriations) in each fiscal year for opportunities and unanticipated expenditures. All expenditures from the contingency line item are at the discretion of the Board of Supervisors.

## **III. FUND BALANCES**

Government Accounting Standards Board (GASB) Statement Number 54 requires the County to segregate fund balances into five basic categories. These categories are: Non-spendable Fund Balance (such as inventories or prepaid expenditures); Restricted Fund Balance (such as creditors, grant providers or contributors); Committed Fund Balance (to cover commitments the Board of Supervisors has made); Assigned Fund Balance (such as covering deficit fund balances); and Unassigned Fund Balance (everything not

## **BUDGET POLICY**

*(Adopted May 2011)*

included in the other types of fund balance). Unassigned Fund Balance is available for carry-over and use in preparing the next year's budget.

The Finance Director/Auditor-Controller shall be responsible for segregating each fund balance by category and amount and informing the CAO and the Board of Supervisors of the amount of Unassigned Fund Balance available for use in preparing the budget for the upcoming year.

### **IV. FISCAL MANAGEMENT**

1. Maintain a conservative budgeting approach.
2. Annually consider reduction of long-term debt and elimination of negative fund balances.
3. Establish the level of cost recovery, including overhead, from various fees and services.
4. Review fees annually, establish actual costs and adjust and establish new fees as needed.

### **V. INFRASTRUCTURE**

Consider contributions from the general fund, grants and state/federal allocations, annually or whenever available, for the improvement of county infrastructure. Work with building partners, including but not limited to the Mono County Free Library, the Administrative Officer of the Court, etc., to reduce County costs to maintain and improve the County infrastructure.

### **VI. NEW SERVICES**

Add new services only when a need has been identified and when adequate resources for staffing and funding are demonstrably available in multi-year financial plans.

### **VII. FACILITIES**

Plan for new facilities only if operating and maintenance costs for those facilities are fully recognized and taken into account in multi-year financial plans. Provide adequate routine maintenance each year to avoid the higher cost of deferred maintenance.

### **VIII. OPERATIONAL EFFICIENCIES**

1. Provide County services in the most cost-efficient manner.
2. When program funding is cut or eliminated, reduce or eliminate the program accordingly unless mandated otherwise.

## **BUDGET POLICY**

*(Adopted May 2011)*

3. Provide staffing levels that take into account multi-year needs, reasonable workload per employee and minimize the possibility of layoffs resulting from inadequate revenues.
4. For special projects or certain expertise in the short-term, utilize temporary employees (not to exceed 1,000 hours) and consultants.
5. Utilize community expertise on a voluntary basis as appropriate.
6. Ensure that fee-supported services are staffed appropriately to render the services for which customers have paid.
7. Work through partnerships, JPA's, and regional relationships to share costs for local programs whenever possible.

### **IX. EMPLOYEE DEVELOPMENT**

Attract and retain competent employees for the County work force by compensating employees fairly (consistent with smaller rural counties), provide adequate training opportunities, ensure safe working conditions, and maintain a professional work environment.

### **X. ECONOMIC DEVELOPMENT**

Achieve organized, sustainable community development for the communities and citizens of Mono County through the budget process by providing an expanded and diversified economic base while preserving our scenic beauty, open space, small town charm and historical assets.

### **XI. BUDGET FORMATION**

- A. The County will utilize a "base-year" operating budget. A base year budget is defined as follows:
  - a. The same staffing levels and the same allocated classifications as prior year's adopted budget. Note: This includes budgeting for promotions within an allocated classification series.
  - b. The same level of supplies, materials and services as purchased in prior years, increased to account for known price increases.
  - c. Replacement, in-kind, of capital equipment not to exceed \$10,000

**BUDGET POLICY**  
*(Adopted May 2011)*

- B. The County will utilize a process to approve additions over and above the “base-year” budget by considering a list of policy items. Policy items are defined as follows:
  - a. Additional allocation of staff.
  - b. Reclassification of existing staff to higher classifications or salary range (other than promotions within approved series classifications).
  - c. Supplies, materials or services, \$1,000 above base year budget, excluding known price increases.
  - d. Any new capital equipment in excess of \$5,000 that are not replacement items.
  - e. Any capital improvement projects identified in the capital improvement project budget.
- C. The Board, CAO and Department Heads will consider both resources and priorities in determining which policy items will be funded.
- D. The County will strive to develop, consider and approve the County fiscal year budget consistent with the California Government Code schedule.
- E. The role of department heads will be to develop a department budget in a timely fashion and to submit the operating budget and policy items to the CAO and Finance Director.
- F. The role of the Finance Director will be to work with the department and consider departmental budgets for submission into the County proposed budget. The Finance Director will involve the CAO on both the expenditure and the revenue estimates for submission to the Board for approval.
- G. The Board will consider the budget and provide direction to staff.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 13, 2021

**Departments:** Probation

**TIME REQUIRED**

**SUBJECT** Resolution Approving Proposition 64  
Public Health and Safety Grant  
Program

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution approving an application to the Proposition 64 Public Health and Safety Grant Program and authorizing the County Administrative Officer on behalf of the Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement, in substantially the form set forth in the attached proposal package, with the Board of State and Community Corrections.

### RECOMMENDED ACTION:

Adopt proposed resolution R21-\_\_\_, Approving an application to the Proposition 64 Public Health and Safety Grant Program and authorizing the County Administrative Officer on behalf of the Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the Board of State and Community Corrections. Provide any desired direction to staff.

### FISCAL IMPACT:

Probation Department has proposed grant funding in the amount of \$814,798 over a period of three years from May 1, 2021 to April 30, 2024.

**CONTACT NAME:** Karin Humiston

**PHONE/EMAIL:** 7609325572 / jlmills@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">Proposition 64 Proposal Package</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/2/2021 10:27 AM	County Counsel	Yes
4/6/2021 10:46 AM	Finance	Yes
4/9/2021 12:11 PM	County Administrative Office	Yes



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517  
BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-5571  
MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731

probation@mono.ca.gov

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

April 13, 2021

TO: Honorable Board of Supervisors

FROM: K.S. Humiston

SUBJECT: Resolution Approving Proposition 64 Public Health and Safety Grant Program

**RECOMMENDATION:**

Approve the proposed resolution and authorize the County Administrative Officer on behalf of the Mono County Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the Board of State and Community Corrections, including any amendments thereof.

**DISCUSSION:**

Mono County Mammoth Lakes After School Program (MLAP) targets the need for youth cannabis and substance use prevention and intervention programs; provides trauma informed education about health impacts of youth cannabis use for 12 - 21-year-old youths and their caregivers and schools; provides a safe environment with caring adults after school (3:00 pm - 6:00 pm) for academics, recreation, and program intervention; and provides objective evaluation of efficacy of programs on reduction of youth referrals for cannabis use. Mono County Probation will enter a Memorandum of Understanding (MOU) with the Mammoth Unified School District to provide the location of the MLAP and use of its facilities. Mono County Probation will also contract with a social worker for individual and family referrals and conduct intake assessments for all involved youth Adverse Childhood Experiences Scale (ACES) and the Mono Arts Council for Theater and Arts directed classes. Grant funding will be used for prevention and intervention program material, salary for the ASP Director, overtime salary for teachers and coaches providing direct assistance, mentor stipend, snacks and meals for youth, recreational

equipment, sports and Science, Technology, Engineering and Mathematics (STEM) equipment, theater, arts and crafts materials and partial salary for the deputy probation officer and Chief of Probation for evaluation.

**FISCAL IMPACT:**

Probation Department has proposed grant funding in the amount of \$814,798.00 over a period of three years from May 1, 2021 to April 30, 2024. Recommendations from the Proposition 64 Scoring Panel for funding go before the Board of State and Community Corrections on April 8, 2021.





R21-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING AN APPLICATION TO THE PROPOSITION 64 PUBLIC HEALTH AND  
SAFETY GRANT PROGRAM**

**WHEREAS**, In November of 2016, voters approved Proposition 64, the *Control, Regulate and Tax Adult Use of Marijuana Act (AUMA)*. AUMA legalized the recreational use of marijuana in California for individuals 21 years of age and older. Proposition 64, in pertinent part, provides that a portion of the tax revenue from the cultivation and retail sale of cannabis will be appropriated to the Board of State and Community Corrections; and

**WHEREAS**, The Board of State and Community Corrections will make grants to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of the *Control, Regulate and Tax Adult Use of Marijuana Act (AUMA)*; and

**WHEREAS**, The Mono County Probation Department in conjunction with the Mammoth Unified School District plans the use of grant funding to startup the Mammoth Lakes After School Program, which targets the need for youth cannabis and substance use prevention and intervention programs; provides trauma informed education about health impacts of youth cannabis use; provides a safe environment after school for academics, recreation and program intervention; and provides objective evaluation of programs on reduction of youth referrals for cannabis use; and

**WHEREAS**, The County of Mono desires to participate in the Proposition 64 Public Health and Safety Grant funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections;

**NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS  
DOES**

**HEREBY FIND AND RESOLVE** that the County Administrative Officer be authorized on behalf of the Mono County Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the Board of State and Community Corrections, including any amendments thereof.

**BE IT FURTHER RESOLVED** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

1 **BE IT FURTHER RESOLVED** that the County of Mono agrees to abide by the terms and  
2 conditions of the Grant Agreement as set forth by the Board of State and Community  
3 Corrections.

4 **PASSED, APPROVED and ADOPTED BY THE MONO COUNTY BOARD OF**  
5 **SUPERVISORS** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote, to wit:

6 **AYES:**

7 **NOES:**

8 **ABSENT:**

9 **ABSTAIN:**

10 \_\_\_\_\_  
11 Jennifer Kreitz, Chair  
12 Mono County Board of Supervisors

13 **ATTEST:**

**APPROVED AS TO FORM:**

14 \_\_\_\_\_  
15 Clerk of the Board

16 \_\_\_\_\_  
17 Mono County Counsel's Office

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

**PROPOSAL PACKAGE\*  
COVER SHEET**

**Submitted by (Name of eligible applicant):**

Karin Humiston

**DATE SUBMITTED TO THE BSCC:**

January 29, 2021

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

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

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

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

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

X   
Karin Humiston (Jan 29, 2021 14:57 PST)

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\*\*\***

## Applicant Information Form: Instructions

- A. **Applicant:** Complete the required information for the local government submitting the proposal. If Applicant is a city, provide name as City of <NAME>; if Applicant is a county, provide name as <NAME> County.
- B. **Tax Identification Number:** Provide the tax identification number of the Applicant.
- C. **Project Title:** Provide the title of the proposed Prop 64 PH&S Grant project.
- D. **Project Summary:** Provide a summary (100-150 words) of the proposed project. Note: this information may be posted to the BSCC's website for informational purposes.
- E. **Grant Funds Requested:** Enter the total amount of Prop 64 PH&S Grant Program funds you are requesting. Use whole numbers (no decimal points).
- F. **Project Purpose Area (PPA) 1 – Youth Development/Youth Prevention & Intervention (Mandatory):** Enter the amount of Prop 64 PH&S grant funds that will be used for PPA 1. Amount must be at least 10% of the funds requested in Section E. Use whole numbers (no decimal points).
- G. **Project Purpose Areas 2, 3, & 4:** In addition to PPA 1, identify other PPAs the Applicant proposes to be implemented as part of the Prop 64 PH&S Grant Program. Check as many boxes as are applicable.
- H. **Lead Public Agency (LPA):** Indicate which local public agency will be Lead of the Prop 64 PH&S Grant Program.
- I. **Project Director:** Provide the name, title, and contact information for the individual responsible for oversight and management of the proposed project. This person must be an employee of the Applicant agency or LPA.
- J. **Financial Officer:** Provide the name, title, and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Applicant agency or LPA.
- K. **Day-to-Day Project Contact:** Provide the name, title, and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project.
- L. **Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer.
- M. **Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign (e-signature is acceptable) and date in the appropriate fields.



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

<b>A. APPLICANT: City of &lt;Name&gt; or &lt;Name&gt; County</b>		<b>B. TAX IDENTIFICATION NUMBER:</b>	
NAME OF APPLICANT Karin Humiston		TAX IDENTIFICATION # 95-6005661	
STREET ADDRESS 57 Bryant St	CITY Bridgeport	STATE CA	ZIP CODE 93517
MAILING ADDRESS (if different) PO Box 597	CITY Bridgeport	STATE CA	ZIP CODE 93517
<b>C. PROJECT TITLE:</b>	Mammoth Lakes Afterschool Program		
<b>D. PROJECT SUMMARY (100-150 words):</b>	<b>E. GRANT FUNDS REQUESTED:</b>	\$ 814,798	
Mammoth Lakes After School Program (MLAP) targets the need for youth cannabis and substance use prevention and intervention programs; provides trauma informed education about health impacts of youth cannabis use for 12 – 21-year-old youths and their caregivers and schools; provides a safe environment after school for academics, recreation, and program intervention; and provides objective evaluation of programs on reduction of youth referrals for cannabis use. Mono Probation will enter a Memorandum of Understanding (MOU) with the Mammoth School District to provide the location of the MLAP. Mono Probation will contract with a social worker for individual and family counseling and conduct intake assessments for all involved youth (ACES). Grant funding will be used for prevention and intervention program material, salary for the Director, overtime salary for teachers and coaches providing direct assistance, mentor stipend, snacks and meals for youth, recreational equipment, enrichment activities, and partial salary for the DPO.			
<b>F. PROJECT PURPOSE AREA 1- YOUTH DEVELOPMENT/YOUTH PREVENTION &amp; INTERVENTION (MANDATORY): Must be at least 10% of the amount in Section E</b>			\$ 814,798
<b>G. PROJECT PURPOSE AREAS 2, 3, &amp; 4 (In addition to PPA 1, check all that apply for the proposed project)</b>			
<input type="checkbox"/> PPA 2: Public Health <input type="checkbox"/> PPA 3: Public Safety <input type="checkbox"/> PPA 4: Environmental Impact			
<b>H. LEAD PUBLIC AGENCY:</b>		Mono County Probation	
<b>I. PROJECT DIRECTOR:</b>			
NAME Karin Humiston	TITLE Chief of Probation	DEPARTMENT/AGENCY Mono County	
STREET ADDRESS 57 Bryant St	CITY Bridgeport		
STATE CA	ZIP CODE 93517	TELEPHONE NUMBER (760) 932-5572	
EMAIL ADDRESS khumiston@mono.ca.gov			
<b>J. FINANCIAL OFFICER:</b>			
NAME Jeff Mills	TITLE Fiscal Administrative Officer	DEPARTMENT/AGENCY Mono Probation	
STREET ADDRESS 57 Bryant St	CITY Bridgeport		
STATE CA	ZIP CODE 93517	TELEPHONE NUMBER (760) 932-5573	
EMAIL ADDRESS jmills@mono.ca.gov			
PAYMENT MAILING ADDRESS (if different) PO BOX 596	CITY Bridgeport	STATE CA	ZIP CODE 93517

**K. DAY-TO-DAY PROGRAM CONTACT:**


NAME Karin Humiston	TITLE Chief of Probation	DEPARTMENT/AGENCY Probation
STREET ADDRESS 57 Bryant St		CITY Bridgeport
STATE CA	ZIP CODE 93517	TELEPHONE NUMBER (760) 932-5572
EMAIL ADDRESS khumiston@monoca.gov		

**L. DAY-TO-DAY FISCAL CONTACT:**

NAME Jeff Mills	TITLE Fiscal Administrative Officer	DEPARTMENT/AGENCY Probation
STREET ADDRESS 57 Bryant St		CITY Bridgeport
STATE CA	ZIP CODE 93517	TELEPHONE NUMBER (760) 932-5573
EMAIL ADDRESS		

**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 Robert Lawton	TITLE County Administrative Officer	TELEPHONE NUMBER (760) 932-5414
STREET ADDRESS 74 N. School St	CITY Bridgeport	STATE CA
		ZIP CODE 93517
EMAIL ADDRESS RLawton@mono.ca.gov		
SIGNATURE (Blue Ink Only or E-signature) 		DATE January 29, 2021

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

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

**Proposal Abstract**

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

Mono County Mammoth Lakes After School Program (MLAP) targets the need for youth cannabis and substance use prevention and intervention programs; provides trauma informed education about health impacts of youth cannabis use for 12 – 21-year-old youths and their caregivers and schools; provides a safe environment with caring adults after school (3:00 pm – 6:00 pm) for academics, recreation, and program intervention; and provides objective evaluation of efficacy of programs on reduction of youth referrals for cannabis use. Mono County Probation will enter a Memorandum of Understanding (MOU) with the Mammoth Unified School District to provide the location of the MLAP and use of its facilities. Mono County Probation will also contract with a social worker for individual and family referrals and conduct intake assessments for all involved youth Adverse Childhood Experiences Scale (ACES) and the Mono Arts Council for Theater and Arts directed classes. Grant funding will be used for prevention and intervention program material, salary for the ASP Director, overtime salary for teachers and coaches providing direct assistance, mentor stipend, snacks and meals for youth, recreational equipment, sports and Science, Technology, Engineering and Mathematics (STEM) equipment, theater, arts and crafts materials and partial salary for the deputy probation officer and Chief of Probation for evaluation.



## 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%)

Mono County is a rural county having no cities. The largest community, Mammoth Lakes, is a township with a population of approximately 8,300. The county's population is approximately 15,000 and is isolated due in part to the natural western wall of the Sierra Nevada mountain range and an altitude inviting severe weather 5-6 months out of the year. Mono's weather makes travel difficult if not impossible given the main highway (US-395) runs parallel to the mountain range. Most state routes are closed during the winter and part of spring thereby limiting access to the county by either Inyo County (south) or through Nevada (north). US 395 is closed frequently through the winter.

No CBO's exist in the County that address the needs of youth or young adults. Only in the year 2020 has a non-profit CBO emerged to aid adults with low income and homelessness. Mono County principally relies on local government agencies for services. Mono County has not been able to participate in many Board of State and Community Corrections (BSCC) grants due to the absence of CBO's in our county (Title II and Title II Tribal Youth, Adult Reentry Grant, Youth Reinvestment and Tribal Youth Diversion Grant and Proposition 47 Grant require CBO involvement). Mono County is excluded from funding made available to most counties in the state. Mono County struggles to meet the needs of youth and young adults and is exempted from assistance based on grant verbiage by the state which provides barriers for meeting our goals.

The town of Mammoth Lakes has a population of 8,300. According to 2017-2018 data, the Mammoth High School (MHS), grades 9-12, had a student population of 365 with 59% minority (Hispanic) enrollment. The Mammoth Middle School (MMS), grades 6-8, had a student population of 290 with 58% minority (Hispanic) enrollment. Low-income and underserved MMS minority students are disparately behind in both academic progress and test scores. Low-income and underserved MHS minority students are disparately behind in both college readiness and test scores.

Afterschool programming is limited to sports. There are no student clubs for MHS and MMS students (except skiing). While there are many sports opportunities in Mammoth Lakes, low-income and underserved students do not have the financial ability to participate nor do non-sports minded youth have the desire.

In 2019, a probation officer was assigned parttime to assist with the rising vaping and cannabis incidents at the MHS. The school principal, Mammoth Lakes Police Department and Probation Services agreed to install vape and cannabis detectors in all bathrooms. Within three months before the closing of the school due to the COVID-19 pandemic, 30 instances of vape or cannabis detections were recorded, a significant number given the population of the school. Youth were directed to the probation officer who provided evidenced-based and trauma-informed services through diversion pursuant to a risk/needs assessment and otherwise adhered to the "principles of effective intervention" (Cullen & Gendreau, 2000). Another concern was the number of Truancy cases. The SARB adjudicated an average of 31 cases per year in the past three full school years, excluding the advent of stay-at-home orders. The majority of SARB cases were minority youth. The use of illicit substances including cannabis were reported in many cases.

Along with youth under the age of 18, young adults 18 and up to 21 years of age were also impacted by cannabis use, although the frequency of citation has decreased. Those young adults cited for cannabis since the passage of Proposition 64 are diverted within probation ensuring evidence-based responses are meeting the need of the client. An informal agreement with the community college encourages those young adults found to be using or in possession of illicit drugs be referred to probation for assessment and services.

Cannabis and drug prevention and intervention services as well as programming after school during the time when most youth crime occurs (3:00 pm – 6:00 pm) is needed for our largest youth population – MMS and MHS combined. The passage of Proposition 64 benefitted youth by reducing criminal penalties for youth and young adults but didn't address that any drug use is damaging to a developing brain, even permanent cognitive damage (Broyd, 2016). Cannabis referrals have not increased since the passage of Proposition 64, except for the increased number of vape or cannabis cases in the High

School due to the detectors, however the need to provide prevention, academic and enrichment services became an urgent need. The youth from grades 6-12 and age 18-21 require youth development services and youth prevention and intervention services as indicated in the Project Purpose Area 1. Youth development services are limited and principally a secondary outcome in schools. While schools provide basic physical, developmental, and social needs, there is not a focused program to provide the enrichment required to address low academic achievement, activities to build human and cultural capital and develop and define youth's interests and skills. Developmental experiences with peers and teachers/mentors, allow youth and young adults to foster skills and develop self-management strategies, including self-regulation.

Currently youth receive intervention services only after referral to Probation Services. Rather than delaying services, prevention and community outreach is key in preventing exposure, preventing progression of use and/or addiction. There is a need for focused programming that is trauma-informed, culturally informed, and relevant, developmentally accurate, community driven and evidenced based or informed.

In the town of Mammoth Lakes, there is no after school program that meets the needs of enrichment and academics as described above. Those programs available to youth are for more affluent peers of students and young adults. The school district does not have the funds to provide after school enrichment programs nor ability to fund snacks and lunches. A majority of our youth are food insecure, a situation made worse by the pandemic. By providing nourishment, youth are more apt to stay in the program and receive assistance. In essence, there are no school, Town or county resources to assist.

The 21st Century Community Learning Centers (CCLC) is a federal grant and identifies specific afterschool activities for funding to improve student academic achievement as well as overall student success. The legislation names the following as "authorized activities": remedial education activities and academic enrichment learning, cultural programs, literacy education programs, well-rounded education activities, technology education programs, programs that support healthy and active lifestyles, parenting skills programs, that promote parental involvement and family literacy, and drug and violence prevention programs.



Afterschool programs help to improve students' foundational skills. One study showed decreased disciplinary incidents where students attending 60 days or more was 23 percent lower than students who did not participate in the program (American Institutes for Research, 2016). A meta-analysis analyzing six dozen afterschool programs found that students who participated in afterschool programs exhibited significant improvement in their feelings and attitudes and indicators of behavioral adjustment. Students in programs also saw reductions in drug use and problem behavioral, such as aggression, noncompliance and conduct problems (Durlak, et. al, 2010).

A study of LA's BEST, an afterschool and summer learning program that served more than 25,000 students at close to 200 sites in the Los Angeles Unified School District, found that dropout rates among LA's BEST students were significantly lower than the overall district dropout rate. The study on the program's long-term effects also found that program participation had a significant effect on reducing the dropout rate for low-income students (Huang et. al., 2005).

The process to determine the needs was a result of collaborative interaction between educators and administrators, county entities (probation and behavioral health) and Mammoth Lakes Police Department. The desire to address cannabis and drug use through prevention and intervention was the guiding variable in the discussion. A non-profit, Mono Arts Council, was also involved in the discussion to provide instructors in theater and the arts. It was also discussed that the needs required high-quality repeatable programming and therefore the need of a credentialed Afterschool Director. This requirement would allow for more accurate measurement when evaluating the program.

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

The Mammoth Lakes Afterschool Program (MLAP) is designed to improve the lives of children and youth by meeting their physical, developmental, and social needs and by providing a safe environment to build the relationships and competencies needed to become successful young adults. The MLAP will also provide evidence-based substance abuse prevention and intervention programs to youth in the MLAP grades 6-12.

The MLAP would provide a Monday to Friday program where each student and parent will meet with the probation officer to discuss the rules, review the contract, and participate in the ACES assessment. The program incorporates a mandatory hour of academic study and/or drug abuse prevention and intervention (P/I), and the final two hours of passive activities, arts and crafts, large muscle group exercise and/or the Technology and Gaming (TAG) Program. Youth would receive a snack or during the summer program, a lunch. The bilingual probation officer (PO) will deliver a trauma informed prevention and intervention program. The P/I classes are evidence-based. Classes will be developmentally appropriate as indicated within the curriculum. The community collaborative Mono Arts Council classes use instructors from the Town and surrounding areas. Those youth identified as needing therapeutic assistance will be able to attend individual and family counseling with a local counselor, a PPA 2 under Public Health. The MLAP would encourage and support relationships and positive communication for youth among their families, peer groups, peer mentors and adult instructors. It is a program that would provide opportunities that would most likely not be available to specific youth and will challenge them to extend their strengths and build competencies.

The target population for the MLAP are 6th grade to 12th grade youth. A significant number of these youth are from families that are low-income and unable to participate in specific cost prohibitive sports, events, or activities. These youth generally do not have supervision from 3:00 pm to 7:00 pm nor opportunities during the summer. The MLAP can accept 40 participants during the school year and 50 during the summer. Participants and parents sign up for the program based on need.

A large body of evidence exists that confirms quality afterschool programs assist children and youth to become more engaged in school, reduce their likelihood of at-risk behaviors or acting out at school, and help raise their academic performance. With an emphasis on evidence-based practices, more research is available to assist educators, parents, business leaders and policy makers to understand and expand positive outcomes. Further, multiple meta-analysis distills the key factors that impact positive outcomes of afterschool programs which are: intentional programming, staff quality, effective partnerships and

program evaluation and improvement (US Department of Education, 2019). MLAP will adhere to these factors in the successful development and application of programming.

Mono County has no afterschool program. Children and youth generally have no adult supervision if their parent(s) are working. The time where most delinquency occurs is 3:00 pm to 7:00 pm. During the summer, children and youth are home alone if they are not engaged in some activity while their parent(s) works. The striation of low, middle and high income is actually more accurately represented as low income to very high income in Mammoth Lakes. Affordable housing is very limited in a community with a cost of living similar to San Francisco, considered to be notoriously high. We have many students that are low income who do not have the same opportunities as their more affluent peers. Afterschool programs provide, aside from the previously mentioned research, the opportunity to address the early needs of youth and provide preventative and intervention programming. Considering no afterschool program currently exists, we cannot extend those services however, the school will be using space and resources to make MLAP a success.

Mammoth High School has a multi-purpose room on school property for the MLAP as well as a vacant classroom to create a Technology and Gaming (TAG) classroom. Utilities and WIFI will be provided by the school. Further, teachers and coaches will bring their experience and relationships with students to specific recreation activities. The Mono Arts Council currently delivers classes in the community, has agreed to provide classes during MLAP. Those instructors and/or mentors selected will be fully vetted prior to having contact with our youth. Anyone outside of those already approved to work with youth will undergo a background evaluation. The probation officer has worked with Mammoth education for two years and trained in motivational interviewing, trauma-informed practice, risk/needs assessment, evidence-based practices and racial and ethnic disparity among the specialty training outside of the CORE academy.

Probation has a strong relationship with the education community as well as Mono Council for the Arts (MAC). We are expanding our collaboration to include the community college Cerro Coso where probation officers will deliver presentations at the scholarship luncheons



once a month, provide 20 minute presentations and recruit for mentors amongst the student body.

The Mammoth High School Afterschool Director, a credentialed full-time employee, will have the responsibility to schedule teachers, select student mentors (and train), potential apprenticeships, schedule activities, collaborate with probation and the MAC as well as other contributors.

Our small community allows to maintain strong bonds with our partners. Probation, MAC and the schools have worked together on many projects and day to day. The selected Afterschool Director will be credentialed and be experienced in program administration. The District is preparing the job description for announcement if the grant is approved. Once selected, the Director will outline a specific plan for each day of the MLAP and the summer programs for the last two years. Mammoth schools will identify paraprofessionals within their posted job description as well as current teachers wishing to participate will submit a request internally. A Letter of Commitment was submitted by the School Superintendent Jennifer Wildman.

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

Final project planning, hiring and preparation will occur between May 1, 2021 – August 1, 2021. Implementation and service delivery will begin August 8, 2021 for academic year 21-22. Project evaluation will be conducted by the juvenile probation manager overseen by the Chief Probation Officer. During project planning, through county information technology, a system (Sharepoint) will be designed and published in dashboard format available to participants for update. Data can be updated and reviewed by quarter. At the completion of each year, members of the school, superintendent, probation, MAC, Tobacco Prevention, members of the program and other supportive agencies will meet to discuss findings, challenges, and barriers.

The following measurements will be recorded throughout the three years: Number of Botvin Lifeskills classes delivered (pre and post test scores); number of ACES and scores; referrals to services by type of service, referrals to counselor; number of youth and parent meetings (qualitative and quantitative responses), number of satisfaction post

program (scores for Likert scale with 5 indicating very satisfied); marijuana knowledge pre and post test; number of Diversion intakes, number of District Attorney Petitions, number of counsel and dismiss; number by type of services issued and consequences, number of completed services and consequences, number of second offenses; number of tobacco related referrals in school by month, number of alarms by tobacco or marijuana by month; number of presentations delivered at the community college, number of mentors recruited; number of youth individual and family counseling by month; number of one hour academic class delivered, qualitative information from students soliciting their thoughts on whether they are receiving the assistance they need; number of incidences of disruption, disciplinary reports and those number of students with discipline attend enrichment classes; number of LE referrals, disciplinary referrals and SARB referrals; number of snacks and meals by month, qualitative review query of teachers, paraprofessionals, mentors and probation officer students receiving enough snacks and meals; student grades; and, number of youth participating in law day.

Mono county's small size allows high communication and close involvement with justice and other collaborators. Probation will be meeting onsite daily with the school with juvenile manager meeting weekly. The juvenile manager will meet with the counselor monthly however probation and the school will have frequent interaction. SARB members will meet monthly to discuss cases and concerns. The juvenile manager will conduct monthly monitoring in all other areas.

Data sharing agreements through Sharepoint will be completed by May 1, 2021. The MOU will identify those variables being entered by collaborator. The research design will be mixed design of descriptive and experimental. The COVID pandemic disallows us from collecting previous full year data wherefore academic year 18-19 will be used to compare data. Increase and decrease will be indicated by percentage. Descriptive data will be provided as well as qualitative data as generated by surveys and narrative interviews. The overall intended outcomes are to increase academic progress and test scores by those students involved in MLAP and Summer Program, to reduce marijuana, vape and illicit drug use by students in MLAP and to provide appropriate treatment and assistance to youth by completing the Adverse Childhood Experiences Scale (ACES) and youth assessment.



## 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.

<b>(1) Goal:</b>	To reduce marijuana and vape use by youth.		
<b>Objectives (A., B., etc.)</b>	<p>Objective A: By providing an evidence based developmentally appropriate, culturally relevant, prevention and intervention program to ensure safety and health of youth.</p> <p>Objective B: To ensure appropriate treatment and assistance to youth by completing the Adverse Childhood Experiences Scale (ACES) and youth assessment.</p> <p>Objective C: To identify a youth's strengths and challenges, a parent interview will be completed, as well as a satisfaction post program.</p> <p>Objective D: By the end of the program, youth will score higher on the marijuana knowledge post test.</p> <p>Objective E: To provide a developmentally appropriate intervention for youth ages 18 up to 21.</p> <p>Objective F: Youth will score higher nicotine knowledge post test after attending a Tobacco Education class to not use tobacco products.</p> <p>Objective G: Through collaboration with the community college, provide a prevention program on campus by delivering presentations, recruiting mentors, and educating students.</p> <p>Objective H: To recommend and place eligible youth and/or families in counseling within one week of assessment.</p>		
<b>Project activities that support the identified goal and objectives</b>		<b>Responsible staff/ partners</b>	<b>Timeline</b>
			<b>Start Date      End Date</b>
Prevention and intervention program for all youth in program grades 6-12. Interviews with all youth and parent with assessment and ACES. Discuss youth with parent pre and post satisfaction preceptions. Youth will understand the negative effects of marijuana and California law, intervention for youth 18-21 years old through EBP. Youth will receive nicotine and vape class. Mentor recruitment process on community college campus, classes provided on campus by Masters level probation officers. Counselor provides individual and family counseling.		Probation Probation Probation Probation  County Health Probation  Counselor	8/2021      4/2024 8/2021      4/2024 8/2021      4/2024 8/2021      4/2024  8/2021      4/2024 8/2021      4/2024  8/2021      4/2024
<b>(2) Goal:</b>	To increase the number of youths with adult supervision after school.		
<b>Objectives (A., B., etc.)</b>	<p>Objective A: Youth will improve academically by spending one hour with a teacher, paraprofessionals and mentors who will provide academic assistance.</p> <p>Objective B: Youth will exhibit less school disruption and disciplinary instance after one semester or summer of participating in a prosocial, safe, creative and enriching environment.</p> <p>Objective C: Youth will receive less school and law enforcement referrals and School Attendance Review Board (SARB) referrals by engaging in stimulating programming and educational activities.</p> <p>Objective D: Youth will receive a nutritious meal (summer) and healthy snacks (MLAP) to ensure their physical health and development.</p>		
<b>Project activities that support the identified goal and objectives</b>		<b>Responsible staff/ partners</b>	<b>Timeline</b>
			<b>Start Date      End Date</b>
Youth meet daily for an hour of academic work		Director, para-professionals mentor	8/2021      4/2024
Enrichment technology room will be designed, curriculum developed and user ready Director position description completed; MLAP Director hired		MLAP Director	5/2021      8/2021
Enrichment technology room operating Curriculum for MLAP designed and developed using 21 <sup>st</sup> Century CCLC and Afterschool Alliance format; student and parent agreements developed; student information book prepared		High School Principal	5/2021      8/2024 5/2021      8/2024
Snack/meal calendar to be developed and ordered		MLAP Director	8/2021      8/2024 5/2021      8/2021
		MLAP Director	8/2021      4/2024

<b>(3) Goal:</b>	To increase academic progress and test scores.		
Objectives (A., B., etc.)	Objective A: To provide targeted enrichment programs to equalize accessibility. Objective B: To provide theater and arts for social-emotional supports and positive reinforcement. Objective C: To design and implement peer courts to introduce the concept of restorative justice and criminal justice in California (grades 9-12). Objective D: All youth will participate in Law Day to consider the topic of the year and express their thoughts and opinions in a supportive environment.		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
Coordinate with Mono Council for the Arts for each year's programs	MLAP Director	7/2021	4/2024
Coordinate with other teachers for coverage of each enrichment program and volunteer recreation programs	MLAP Director	7/2021	4/2024
Coordinate with probation to implement peer court	MLAP Director and probation	7/2021	9/2021 each year
Coordinate with schools and MAC on participation of Law Day through essays, art and visual arts	MLAP Director and probation	1/2021	4/2024
<b>(4) Goal:</b>			
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	\$ 198,014	→	\$ 198,014
2. Services and Supplies	\$ 47,973	→	\$ 47,973
3. Professional Services	\$ 516,714	→	\$ 516,714
4. Non-Governmental Organizations (NGO) Contracts	\$ 52,110	→	\$ 52,110
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 0	→	\$ 0
6. Equipment / Fixed Assets	\$ 0	→	\$ 0
7. Data Collection / Enhancement	\$ 0	→	\$ 0
8. Program Evaluation	\$ 0	→	\$ 0
9. Sustainability Planning	\$ 0	→	\$ 0
10. Other (include travel & training costs)	\$ 0	→	\$ 0
11. Financial Audit	\$ 0	→	\$ 0
<b>TOTAL</b>	<b>\$ 814,798</b>	<b>→</b>	<b>\$ 814,798 *</b>

\* 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 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: \$ 198,014

Deputy Probation Officer III – Juvenile Officer

30 percent of the DPO III time would be 624 hours per year ( $2080 * 30\% = 624$ )

Salary =  $\$61,187.00/2080 = \$29.42/\text{hour}$       Benefits =  $\$34,460.00/2080 = \$16.57/\text{hour}$

Total =  $\$45.99/\text{hour} * 624 \text{ hours} = \$28,697.76 \text{ per year} * 3 \text{ years} = \$86,093$

The DPO III will provide the marijuana and drug use prevention and intervention program along with those duties performed by a DPO III when interviewing, conducting assessments, using evidence based practices within the scope of the grant. The DPO III will be present at the MLAP three times a week along with usual duties at the schools.

20 percent of the Chief of Probation would be 416 hours per year ( $2080 * 20\% = 416$ )

Salary =  $\$132,164/2080 = \$63.54/\text{hour}$       Benefits =  $\$54,373.1/2080 = 26.14/\text{hour}$

Total =  $\$89.68/\text{hour} * 416 = \$37,306.88 * 3 \text{ years} = \$111,921$

### 2. Services and Supplies: \$ 47,973

Item	Price	Quantity	Total
Xbox Series S	300	3	900
Xbox Controller	50	3	150
Flag Football Set	42	1	42
Insighia 43' Class LED Full HD TV	180	3	540
VASAGLE TV Stand	93	3	279
Piper Computer Kit	300	4	1200
FlashForge 3D Printer Creator Pro2	899	1	900
Flashforge PLA 1.75mm 3D Printer Filaments	22	110	2420
Flashforge 3D Printer Creator Pro Extruder Assembly	120	2	240
Glowforge Plus 3D Laser Printer	3995	1	3995
Life Skills Training Full Middle School Curriculum	645	1	645
Xbox Game Pass \$15/mo/3units x 36 months	15	3	1620
Life Skills Training Transition Program	265	1	265
Life Skills Training Full High School Curriculum	265	1	265

Apples to Apples Party Box	15	1	15
Amerous 12" x 12" Travel Magnetic			
International Chess Set with Folding Chess Board	16	2	32
Point Games Checkers Board	12	2	24
What Do You Memé? Family Edition	20	1	20
Giovanni's Giftcard	10	30	300
Carl's Jr Giftcard	10	30	300
Retevis RT22 Walkie Talkies	120	1	120
Tactic Games US Mexican Train	20	1	20
Wilson NFL MVP Junior Football	13	2	26
Wilson NCAA Composite Football	15	2	30
Spalding NBA Street Outdoor Basketball	18	4	72
Elmer's Liquid School Glue, Washable, 1 Gallon, 2 Count	22	3	66
Baking Soda (1 Gallon Bucket)	30	3	90
Kirkland Signature Multi-Purpose Sterile Solution Contact Lens, 3 Count (16 oz Bottles), Pack 3	62	2	124
Crayola Colored Pencils Adult Coloring Set	14	3	42
Crayola Broad Line Markers, Classic Colors 10 Each (Pack of 2)	8	5	40
SunWorks Construction Paper, 10 Assorted Colors, 12" x 18", 100 Sheets	10	3	30
Amazon Basics Multipurpose, Comfort Grip, Titanium Fused, Stainless Steel Office Scissors - Pack of 3	12	3	36
Total of above items			\$14,848

Food and snacks calculated at \$1.07 per student x 40 students = \$42.80 per day x 180 days = \$7704.00 per year x 3 years = \$23,112.00

Summer School Lunch program calculated at \$5.00 per student a day x 50 students = \$250 per day x 20 days (4-week program) = \$5000.00 per year. Program will be offered 2 years = \$10,000.00

The items above are for the prevention/intervention program, enrichment programs (Technology Room), recreation, gift cards for tournaments and arts and crafts. Snacks



and meals are added for the MLAP and summer program and incentivize youth to attend and participate.

**3. Professional Services: \$ 516,714**

Mammoth Unified School District

Positions:

A. Afterschool Director will be a full-time position dedicated to this grant program 8 hours a day x 205 days per year with Salary = \$95,759.00 and benefits = \$47,382.00

total of \$143,141.00 x 3 years = \$429,423.

B. Paraprofessional (college) will be 3.75 hours per day for 205 days with Salary = \$11,531.25 and Benefits = \$693.75 for total of \$12,225.00 per year x 3 years = \$36,675.00.

C. Teacher will be 1 hour per day for 205 days at \$25.00 an hour salary and \$4.62 an hour benefits for total of \$29.62 x 205 = \$6072.00 x 3 years = \$18,216.

D. Mentor is based on 20 hours per week at \$15.00 per hour = \$300/week  
\$300/week x 36 weeks = \$10,800 x 3 years = \$32,400

Total for all 4 positions = \$516,714

**4. Non-Governmental Organizations (NGO) Contracts: \$ 52,110**

A family therapist will be contracted. We anticipate using the therapist 100 sessions per year at \$100.00 per session = \$10,000.00 per year x 3 years = \$30,000.00.

Mono County Arts Council will include three programs.

A. 1st year program is the MAC Theater Club, the costs will be calculated based on Administration and Development at \$1,910.00, teaching at 75 hours x \$35.00 per hour = \$2,625.00 and prep hours being 50 hours x \$17.50 per hour = \$875.00.

Materials will be based on \$100.00 per student x 25 students = \$2,500.00 plus production supplies cost of \$500.00. Total for MAC Theater Club will be \$8,410.00.

B. 2nd year program is the MAC Arts Club, the costs will be calculated based on Administration and Development at \$1,910.00, teaching at 75 hours x \$35.00 per hour = \$2,625.00 and prep hours being 50 hours x \$17.50 per hour = \$875.00.

Materials will be based on \$100.00 per student x 25 students = \$2,500.00 plus production supplies cost of \$500.00. Total for MAC Theater Club will be \$8,410.00.

C. 3rd year program is the Mono Makes Art program, calculated at Administration and Development \$1040.00, teaching at 37.50 hours x \$35.00 per hour = \$1312.50 and prep at 25 hours x \$17.50 per hour = \$437.50.

Materials will consist of art supplies at \$100.00 per student x 25 students = \$2500.00. Total cost of this program will be \$5,290.00. Total for the three years will be \$22,110.00.

**5. Indirect Costs (not to exceed 10% of the actual total direct project costs): \$ N/A**

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

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

**8. Program Evaluation: \$ N/A**

**9. Sustainability Planning: \$ N/A**

The Chief of Probation and Superintendent shall target at the beginning of the second year Foundational funding for continuation of the MLAP. Afterschool Alliance, 21st Century Community Learning Centers and other Foundations will be identified as potential funding sources The COP is dedicated to 20% of program for evaluation and is listed within the salaries given it is not a contracted position.

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

**11. Financial Audit: \$ N/A**

Will be conducted through single 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.









# Prop 64 Final Cohort

Final Audit Report

2021-01-29

Created:	2021-01-29
By:	Amanda Wagner (awagner@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACaQa4fekPVVYds8_KTK8P1EcU7veAcQ3P

## "Prop 64 Final Cohort" History

-  Document created by Amanda Wagner (awagner@mono.ca.gov)  
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Signature Date: 2021-01-29 - 10:57:49 PM GMT - Time Source: server- IP address: 162.252.88.77
-  Agreement completed.  
2021-01-29 - 10:57:49 PM GMT



### Additional RFP Information

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MAILING: P.O. Box 596, Bridgeport, CA 93517  
Bridgeport Office (760) 932-5571  
Mammoth Lakes Office (760) 924-1731

Hon. Mark Magit  
Presiding Judge  
Superior Court

Karin Humiston, Ph.D., M.C.  
Chief Probation Officer

January 22, 2021

Board of State and Community Corrections  
2590 Venture Oaks Way  
Sacramento, CA 95833

Dear Reviewer:

RE: LETTER OF ELIGIBILITY

As an applicant of the Proposition 64 Public Health and Safety Grant Program, our county does not ban (i.e., prohibit, forbid, or bar) the following activities:

All indoor commercial cannabis cultivation (including mixed light cultivation). Regulation(s), ordinance(s) and or amendments to our local government charter(s) that ensure the above are true - Mono County Code Chapter 5.60 (Commercial Cannabis); General Plan Amendment 17-03, establishing countywide policies that govern the development of specific cannabis regulations; General Plan Amendment 18-01, which adopted Chapter 13, Cannabis Regulations into the Land Use Element.

All outdoor commercial cannabis cultivation. Mono County Code Chapter 5.60 (Commercial Cannabis); Regulation(s), ordinance(s) and or amendments to our local government charter(s) that ensure the above are true - General Plan Amendment 17-03; General Plan Amendment 18-01; Chapter 13, Land Use Element.

Establishment of business(es) licensed under Division 10 of the Business and Professions Code. Regulation(s), ordinance(s) and or amendments to our local government charter(s) that ensure the above are true - Mono County Code Chapter 5.16 (Licensing Requirements); General Plan Amendment 17-03 General Plan Amendment 18-01.

Operation of businesses licensed under Division 10 of the Business and Professions Code. Regulation(s), ordinance(s) and or amendments to our local government charter(s) that ensure the above are true - Mono County Code Chapter 5.60 (Commercial Cannabis); General Plan Amendment 17-03;

Sincerely,

NAME OF AUTHORIZED OFFICER: Karin Humiston TITLE: Chief of Probation

STREET ADDRESS: 57 Bryant St

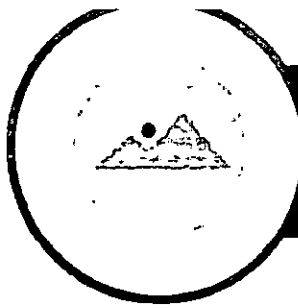
CITY: Bridgeport, CA 93517

TELEPHONE NUMBER: 760-932-5572

EMAIL ADDRESS: [khumiston@mono.ca.gov](mailto:khumiston@mono.ca.gov)

AUTHORIZED OFFICER SIGNATURE:

DATE: *January 29, 2021*



**MAMMOTH UNIFIED SCHOOL DISTRICT**  
PO BOX 3509 • 461 SIERRA PARK ROAD • MAMMOTH LAKES, CA 93546  
760-934-6802  
BOARD PRESIDENT: KATHLEEN TAYLOR • ALONSO ESCOBAR • SHANA STARR • LOUISE WIRT • TOM PAINTER  
SUPERINTENDENT: JENNIFER WILDMAN

January 20, 2021

To Whom It May Concern:

This letter is to affirm the strong commitment of myself and the Mammoth Unified School District to working with our community partners, the Mono County Probation Department, on the application and implementation of the Proposition 64 Public Health and Safety Grant Program.

The District and the Probation Department already enjoy a partnership that is beneficial to the youth in Mono County. Under the direction of Chief Probation Officer, Karin Humiston, the department provides a myriad of support systems for students in our district, including a Juvenile Probation Officer Liaison that works daily in our high school, support for school processes like the School Attendance and Review Board, informal probation contracts and incentives for students to complete academic requirements, and support for school and district initiatives like Red Ribbon Week.

The Proposition 64 grant will provide a safe place for secondary students in our county. Currently, there are no structured programs beyond athletics for our students after school. Engaging our students in structured safety, academic and social-emotional intervention programs after school will benefit them in many positive ways. MUSD commits to implementing the afterschool program, including procuring space, hiring and training a director and staff, and daily implementation of student programs. Working closely with the Probation Department, it is our desire to develop an effective program that could extend beyond the grant period as a permanent solution for keeping our youth engaged in positive and productive activities after school every day.

Please let me know if you have any questions. Due to remote work and distance learning, you can reach me by email ([jwildman@mammothusd.org](mailto:jwildman@mammothusd.org)) or my cell phone (831-234-9787).

Sincerely,

Dr. Jennifer Wildman, Superintendent





# Proposition 64 Public Health and Safety Grant Program

## REQUEST FOR PROPOSALS COHORT 2

**Eligible Applicants:**  
California Counties  
California Cities

***Grant Period: May 1, 2021 to April 30, 2024***

***RFP Released: November 20, 2020***

***Letters of Intent Due: December 18, 2020***

***Proposals Due: January 29, 2021***



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## **CONFIDENTIALITY NOTICE**

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

## PART I: GRANT INFORMATION

### Grant Program Background

In November of 2016, voters approved Proposition 64, the *Control, Regulate and Tax Adult Use of Marijuana Act* (AUMA). AUMA legalized the recreational use of marijuana in California for individuals 21 years of age and older. Proposition 64, in pertinent part, provides that a portion of the tax revenue from the cultivation and retail sale of cannabis or cannabis products will be appropriated:

*To the Board of State and Community Corrections for making grants to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act. The board shall not make any grants to local governments that ban both indoor and outdoor commercial cannabis cultivation, or ban retail sale of cannabis or cannabis products pursuant to Section 26200 of the Business and Professions Code or as otherwise provided by law.*

Total funding available for this Cohort 2 Request for Proposals (RFP) is \$51,788,690. The total available grant funds in this RFP is contingent on timely deposits made available to the BSCC through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account in fiscal year 2020-21. Successful applicants will be funded for a three-year grant project cycle commencing on May 1, 2021 and ending on April 30, 2024.

### Contact Information

This Request for Proposal (RFP) provides the information necessary to prepare a proposal to the BSCC for grant funds available through the Prop 64 PH&S Grant Program.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the proposal. Any technical questions concerning the RFP, the proposal process, or programmatic issues must be submitted by email to:  
[Prop64\\_Grant2@bscc.ca.gov](mailto:Prop64_Grant2@bscc.ca.gov).

The BSCC will accept and respond to questions about this RFP until January 29, 2021. Frequently asked questions and answers (FAQs) concerning the BSCC's RFP process and the Prop 64 solicitation will be posted on the BSCC website and updated periodically through January 29, 2021.



## Bidders' Conference

Prospective applicants are invited – but not required – to attend a Bidders' Conference. The purpose of a Bidders' Conference is to answer technical questions from prospective bidders (applicants) and provide clarity on RFP instructions. There is no preference given to applicants who attend the Bidders' Conference. Details for the Bidders' Conference are listed below:

### **Proposition 64 Public Health and Safety Grant Program Cohort 2 Bidders' Conference**

Thursday, December 10, 2020

1:00 p.m.

Via Zoom:

<https://us02web.zoom.us/j/81553919615?pwd=TW85d0hQRytzd0FhdjhJTHBBekJSUT09>

Meeting ID: 815 5391 9615

Passcode: 241480

We request that applicants who plan to attend the Bidders' Conference, RSVP by email with their name, title, and name of their agency/organization.

EMAIL RSVP to: Prop64\_Grant2@bscc.ca.gov.

(Subject line: Prop 64 PH&S Grant Program Bidders' Conference)

*Please note: The Prop 64 PH&S Grant Program Bidders' Conference will be recorded and posted to the BSCC website for future reference.*

## Lead Public Agency

All Prop 64 PH&S local government grantees are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. LPA means a governmental agency with local authority of or within that county or city. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with local government agencies and non-governmental organizations (if applicable) to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, overseeing evaluative activities, and will serve as the primary point of contact with the BSCC.

## Letter of Intent

Applicants interested in applying for the Prop 64 Cohort 2 PH&S Grant Program are asked, but are not required, to submit a non-binding Letter of Intent. These letters will aid the BSCC in planning for the proposal review process.

There is no formal template for the letter, but it should include the following information:

- Name of the Applicant (city, county, or city and county),
- Name of the lead public agency (LPA),
- A brief statement indicating the county or city's intent to submit a proposal, and
- Name of a contact person.

Failure to submit a Letter of Intent is not grounds for disqualification. Similarly, prospective applicants that submit a Letter of Intent and decide later not to apply will not be penalized.

Please submit your non-binding Letter of Intent by December 18, 2020 via email or U.S. mail, using one of the following submission options:

**Email Responses:** Prop64\_Grant2@bscc.ca.gov  
(Subject line: Prop 64 Grant Letter of Intent)

**U.S. Mail Responses:** Board of State and Community Corrections  
Corrections Planning and Grant Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833  
Attn: Prop 64 Grant Letter of Intent

## Proposal Due Date and Submission Instructions

The Proposition 64 Public Health and Safety Grant Program Proposal Package is provided at the end of this document and is provided in a fillable format. Using the Tab key will allow the applicant access to those areas requiring information. Applicants must submit one (1) electronic copy of the original signed proposal (e-signatures will be accepted) to the BSCC by **5:00 p.m. on January 29, 2021**.

**A complete proposal package includes a scanned copy of the signed proposal and all required attachments as described on the Proposal Checklist (page 71).**

Email the proposal package in a single email to: Prop64\_Grant2@bscc.ca.gov.

**If the BSCC does not receive an email containing the complete proposal package by 5:00 p.m. (PST) on January 29, 2021, the proposal will not be considered.**

## Eligibility for Funding

Eligible applicants must be local governments that have not banned both indoor and outdoor commercial cannabis cultivation, or retail sale of marijuana or marijuana products.

Local governments awarded Proposition 64 PH&S Grant funds in the previous RFP are ineligible to apply to this current solicitation.

For purposes of this RFP, the following definitions apply:

“Local governments” means cities, counties, and cities and counties in the State of California.

“Ban the cultivation” means

Regulations, ordinances, or amendments to local government charters that prohibit both the:

- indoor commercial cannabis cultivation (including mixed light cultivation), and
- outdoor commercial cannabis cultivation, within the local government’s jurisdiction/authority that is not otherwise preempted by state law.

NOTE: Cultivation of cannabis is not banned by a local government if the local government restricts cultivation activities to specific locations pursuant to local zoning ordinances or if the local government requires licensure for specific commercial cannabis cultivation activities provided that such restrictions do not result in the prohibition of all indoor commercial cultivation, and outdoor commercial cannabis cultivation, activities within the local government’s jurisdiction/authority (see Appendix A).

“Ban retail sale” means

- Regulations, ordinances, or amendments to local government charters that prohibit the local establishment or local operation of any or all businesses licensed under Division 10 (commencing with Section 26000) of the Business and Professions Code.
- Businesses must be allowed to have a physical presence (i.e., brick and mortar location) within the local government’s jurisdiction/authority.

NOTE: Retail sale of cannabis is not banned by a local government if the local government restricts the retail sale of cannabis to specific locations pursuant to local zoning ordinances, or if the local government requires licensure for specific retail sales activities provided that such restrictions do not result in the prohibition of all retail sales in the local government’s jurisdiction/authority (see Appendix A).

Cannabis delivery services operating within the jurisdiction of a local government without a physical retail presence (i.e., brick and mortar location(s)) within that jurisdiction does not make the local government eligible for Prop 64 funding.



Local governments in California must meet the above eligibility criteria by January 29, 2021 to be considered for funding under this Prop 64 PH&S Cohort 2 Grant Program RFP and must maintain eligibility for the duration of the grant period.

**Applicants are required to submit a Letter of Eligibility** (as part of the RFP submittal process), detailing how the city, county, or city and county meets the above criteria, including the dates the regulations, ordinances, or amendments to local government charters became enacted/effective (see Appendix B). Jurisdictions *in the process* of legalizing the cultivation or retail sale of marijuana or marijuana products will be ineligible for current funding under this Prop 64 PH&S Cohort 2 Grant Program RFP.

Additionally, if a grant award is made to a city, county, or city and county (eligible at the time of award) but becomes ineligible post-award, the contract with the Grantee will be terminated and any remaining funds will cease to be disbursed for the rest of the contract term.

## Grant Program Description

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).

### Eligibility to Apply

Eligible applicants for Prop 64 PH&S Grant Program awards are:

- California Counties – Applications must be submitted by the Board of Supervisors or the Chief County Administrative Officer;
- California Cities – Applications must be submitted by the City Council or the Administrative Office of the City;
- California City and County – Application must be submitted by the Board of Supervisors, the Chief Administrative Officer, or City Council;

**In addition, counties and cities previously awarded Proposition 64 PH&S Grant monies are not eligible for Cohort 2 funding.**

Eligible applicants **may not** submit more than one (1) proposal for funding consideration.

However, two (2) or more cities, two (2) or more counties, or a combination of two (2) or more cities and/or counties, may collaborate to submit a collaborative proposal. The jurisdictions comprising the collaborative application are not required to be contiguous. Each city or county involved in a collaborative proposal **may not** apply for an individual proposal nor be part of another collaborative proposal. All applications submitted under a collaborative basis must meet the following criteria:

1. One city or county **must** be clearly designated as the lead applicant, that city or county must submit the application, and that city or county is responsible for all aspects of grant administration and management.

2. Every city or county involved in the collaborative proposal **must** be eligible for funding per the eligibility criteria identified on page 3 of this RFP.
3. Every city or county involved in the collaborative proposal **must** submit a resolution from its City Council or Board of Supervisors indicating support of the collaborative effort and identifying its role(s) and responsibility(ies) relative to the grant.

### **Eligible Activities**

Applicants must propose activities/strategies that fall within the four (4) Project Purpose Areas (PPAs) defined below. Applicants may either implement new activities, strategies, or programs, *OR* expand existing activities, strategies, or programs (without the supplantation of funds – see Supplanting definition on page 12).

**All project components and activities must link to the intent of the Prop 64 PH&S Initiative - local impacts due to the legalization of cannabis in California.**

All applicants **must** address PPA 1 (Youth Development/Youth Prevention and Intervention) and are required to budget a minimum of ten percent (10%) of requested grant funds for this area. However, should a jurisdiction determine a greater need for PPA 1, applicants may budget up to the full requested grant (i.e., 100% requested in grant funds) for this area.

For the purposes of this RFP, youth are defined as under the age of 21 (i.e., individuals not of legal age to use and purchase cannabis products).

In addition to PPA 1 (Youth Development/Youth Prevention and Intervention), applicants may also identify and address one (1) or more of the other PPAs listed below as it relates to the local impact of legalizing cannabis. Project activities, strategies, and programmatic efforts may overlap within the listed PPAs. Each identified PPA activity, strategy, and programmatic effort does not have to relate to another identified PPA need(s). All project activities, strategies, and programmatic efforts must be associated with the implementation of AUMA (i.e., local impacts due to the legalization of cannabis in California).

### **Prop 64 PH&S Grant Program Project Purpose Areas (PPAs)**

#### **PPA 1: Youth Development/Youth Prevention and Intervention**

This PPA is a mandatory component for the local Prop 64 PH&S Grant Project.

- Youth development programs should be designed to improve the lives of children and adolescents by meeting their basic physical, developmental, and social needs and by helping them to build the competencies needed to become successful adults.
- Youth Prevention and Intervention programs should address preventing youth substance use and addiction and/or intervening to promote healthy behaviors and environments while minimizing illness, injury, and other harms associated with substance use. Approaches may include preventing exposure, preventing youth

from progressing from substance use to misuse, and preventing the onset of addiction, overdose, and other harms associated with misuse.

Youth development/youth prevention and intervention programs should be trauma-informed, culturally relevant, developmentally appropriate, community-driven, and promising / evidence-based (refer to Appendix A and Appendix C). These programs are intentional, prosocial approaches that engage youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their strengths. Programs for youth should increase the individual's protective factors (e.g., positive family support; caring adults; positive peer groups; strong sense of self/self-esteem, and engagement in school and community activities).

Activities that may be funded include but are not limited to: peer mentoring or community-based mentoring; job training/apprenticeships; substance use education; substance use treatment; prosocial activities; juvenile record expungement; and youth outreach programs.

### **PPA 2: Public Health**

Public health refers to activities for protecting the safety and improving the health of communities through education, policy/infrastructure making, and research for the safety of the community.

Activities that may be funded include but are not limited to: public health training and education; public information and outreach; inspection and enforcement of cannabis businesses; behavioral and mental health treatment; cannabis product safety; testing/safety equipment; pesticide impact efforts; drinking and waste water system updates; air quality efforts; and other environmental-system updates.

### **PPA 3: Public Safety**

Public Safety refers to the welfare and protection of the general public, including but not limited to the prevention and protection of the public from dangers affecting safety such as crimes, disasters, or impacts due to the legalization of cannabis.

Activities that may be funded include but are not limited to: public information and outreach; training efforts; law enforcement; code enforcement; community planning or development efforts; cannabis delivery compliance, protective safety equipment; update to technology systems (track & trace); transportation impacts, water storage issues; fire protection; fuel mitigation and/or fuel reduction; and wildland/urban interface planning and implementation.

### **PPA 4: Environmental Impacts**

Environmental impact refers to the prevention of human injury, and promoting well-being by identifying and evaluating environmental resources and hazardous agents by limiting exposures to hazardous physical, chemical, and biological agents in air, water, soil, food, and other environmental media or settings that may adversely affect human health.

Activities that may be funded include but are not limited to: technology/software; odor abatement; nuisance abatement; forest management; hazardous clean-up; sediment testing; water systems and storage; cultivation code enforcement; aquatic protections; fire protections; and pesticide impacts.

## **General BSCC Grant Requirements**

### **Grant Agreement**

Applicants approved for funding by the BSCC are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See Appendix D for a sample contract (State of California: Contract and General Terms and Conditions).

The Grant Agreement start date is expected to be May 1, 2021. Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances should not begin prior to the Grant Agreement start date. If a grantee chooses to incur costs for reimbursement, any work, services, and encumbrances which occur after the start date but prior to grant agreement execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the contract.

### **Governing Board Resolution**

Local governmental applicants must submit a resolution from their governing board addressing specified requirements as included in the sample Governing Board Resolution, which can be found in Appendix E. A signed resolution is not required at the time of proposal submission; however, grant recipients must have a resolution on file for the Prop 64 PH&S Grant before a fully executed grant agreement can be completed.

### **Funding Awards**

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated on the application form as the Financial Officer for the grant. Grantees must submit invoices to the BSCC on a quarterly basis through the online process no later than 45 days following the end of each quarter. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process which requires grantees to submit electronic documentation to support all grant funds claimed during the invoicing period and on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

### **Audit Requirements**

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 or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

In addition, the BSCC reserves the right to call for a program or financial audit at any time between the execution of the grant agreement and three (3) years following the end of the grant period.

The Department of General Services, the Bureau of State Audits, Department of Finance, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

### **Quarterly Progress Reports**

Grant award recipients are required to submit quarterly progress reports (QPRs) to the BSCC. QPRs are a critical element in BSCC's monitoring and oversight process. Grantees who are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to the withholding of funds. Once grants are awarded, the BSCC will work with grantees to create custom QPRs.

### **Grantee Orientation Process**

Following the start of the grant period, BSCC staff will conduct a Grantee Orientation (at a date to be determined later). The purpose of this mandatory training is to review the program requirements, invoicing and modification processes, data collection and reporting requirements, evaluation requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend. If an in-person training is scheduled, Grant recipients may use Prop 64 PH&S Grant funds for travel-related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants should include potential travel costs in the budget section of the proposal under the "Other" category for this event.

### **Travel**

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Agreement, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

### **Units of Government**

Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the leasing agency rate.

### **Non-Governmental Organizations (NGOs)**

An NGO receiving BSCC funds must use the California State travel and per diem policy, unless the grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares. This policy applies equally to NGOs that receive grant funds directly from the BSCC and those that receive grant funds indirectly through a subcontract with another NGO that received a BSCC grant award.



### **Out-of-State Travel**

Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, grantees must submit to the BSCC a separate formal request (on grantee letterhead) for approval. Out-of-state travel requests must include a detailed justification and budget information.

In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: <https://oag.ca.gov/ab1887>.

### **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 BSCC will not enter into contracts or provide disbursements or 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 (3) 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.

The 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 applicants must complete Appendix F certifying they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

### **Compliance Monitoring Visits**

BSCC staff will conduct periodic monitoring of each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a sample monitoring visit checklist is contained in Appendix G.



## Project Funding Information

### Grant Period

Successful proposals will be funded for a three-year grant project cycle commencing on May 1, 2021 and ending on April 30, 2024.

However, additional time (May 1, 2021 through October 31, 2024) is included in the term of the contract for the sole purposes of:

- 1) Finalizing and submitting a required Local Evaluation Report, and
- 2) Finalizing and submitting a required financial audit.

### Funding Amount

A total of \$51,788,690 in state funding is available for local projects through this RFP, contingent on timely deposits to the BSCC through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. The maximum amount for which any eligible single applicant may apply is \$1 million. Eligible collaborative applicants may submit one (1) proposal for a maximum of \$2 million, regardless of the number of local government partners collaborating on the application.

Applicants are encouraged to request only the amount of funds needed to support their proposal and the amount that can be justified with supporting documentation/information. All applicants must build their proposal, objectives, activities, timelines, and budget information for all three (3) years of the grant cycle. For example, if a single applicant is requesting the maximum award amount of \$1,000,000, the budget detail must clearly illustrate how that \$1,000,000 will be allocated across the entire three (3) years (see Budget Section for instructions).

**All project components and activities must link to the intent of the Prop 64 PH&S Initiative - local impacts due to the legalization of cannabis in California.**

### Funding Distribution and Funding Thresholds

The total available funding of \$51,788,690 will be awarded within four categories and applicants will only compete with other applicants within that category. Recognizing that different sized jurisdictions have different capacities, resources, and needs, these categories were established so a percentage of the overall available funding will be set aside for small, medium, and large counties (and cities within those counties). The categories and amounts available for each are as follows:

1. Small counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds, which equates to \$10,357,738.
2. Medium counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds which equates to \$10,357,738.
3. Large counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds which equates to \$10,357,738.

The categorization of counties as small, medium, or large is based on county population figures published by the California Department of Finance (see Appendix H). Cities will be categorized based on the county they are located.

The remaining 40 percent (40%) of the total Prop 64 PH&S grant funds will be used to fund the overall highest-rated proposals not funded through the small, medium, and large county set-aside categories.

4. The highest rated proposals that did not receive an award under the above categories will compete for the remaining 40 percent (40%), or \$20,715,476, regardless of county size category.

Funds in the small, medium, and large categories will be awarded first. Should there be a proposal that is only partially funded through a county-size category due to not having sufficient funds for a full proposal request, those proposals will be fully funded first using funds within the 40 percent (40%) category.

If there are not sufficient qualified applicants in any set-aside county-size category to exhaust all funds, those funds will be used to augment the 40 percent (40%) highest-rated category.

#### **Minimum Score**

Applicants must receive at least **50%** of the total points available to be considered for funding (i.e., qualified applicants). See Rating Factors, page 16.

#### **Match Requirement**

The Prop 64 PH&S Grant Program does not require matching and/or leveraged funds.

#### **Supplanting**

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

Supplanting is strictly prohibited for all BSCC grants. BSCC grant funds shall be used to support new program activities or to augment existing funds which expand current program activities. BSCC grant funds shall not be used to replace existing funds.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.



## Project Evaluation Requirements

In addition to quarterly progress reports (QPRs), projects selected for funding will be required to submit to the BSCC: (1) a Local Evaluation Plan and (2) a Local Evaluation Report.

**Local Evaluation Plan** - The purpose of the Local Evaluation Plan (LEP) is to ensure that projects funded by the BSCC can be evaluated. Applicants will be expected to include a detailed description of how they plan to assess the effectiveness of the proposed program in relation to each of its goals and objectives identified in the proposal. The LEP should describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s), with the project goals and the objectives clearly stated. Applicants should include criteria for both process and outcome evaluations. Once submitted, any modifications to the LEP must be approved in advance by the BSCC. More detailed instructions on the LEP will be made available to successful applicants. See Appendix I for a sample of evaluation components.

**Local Evaluation Report** - Following project completion, grantees are required to complete a final Local Evaluation Report (LER) which must be in a format prescribed by the BSCC. The purpose of the final LER is to determine whether the overall project was effective in meeting the goals laid out in the LEP. To do this, the grantee must assess and document the effectiveness of the activities that were implemented. These activities should have been identified in the previously submitted LEP. More detailed instructions on the LER will be made available to successful applicants.

Applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, to better ensure that the goals and objectives listed in the proposal are realistic and measurable. Applicants are also strongly encouraged (but not required) to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with state universities or community colleges for evaluations. Evaluation planning, oversight, and reporting activities may be funded by the Prop 64 PH&S Grant Program monies and should be identified within the applicant's proposed budget.

## BSCC Executive Steering Committee Process

### **Prop 64 PH&S Grant Program Executive Steering Committee**

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESCs) and Advisory Groups to inform decision-making related to the Board's programs. These committees are composed of subject matter experts and stakeholders representing both the public and private sectors. The BSCC makes every attempt to include diverse representation on its ESCs and Advisory Groups - in breadth of experience, geography, and demographics. ESCs are convened and approved by the BSCC Board, as the need arises, to carry out specified tasks including the development of RFPs for grant funds. The Board then approves, rejects, or revises those recommendations. Members of ESCs are not paid for their time but are reimbursed for travel expenses incurred to attend meetings.

The Prop 64 PH&S Grant Program ESC included subject matter experts on education, public health and safety, environmental impacts, law enforcement, fire protection, cannabis licensing and cultivation, substance use, mental health, and the criminal and juvenile justice systems. A list of ESC members can be found in Appendix J.

**Prop 64 PH&S Grant Program Scoring Panel**

The BSCC will be using a Scoring Panel process to complete the reading and rating of proposals, and to develop scoring recommendations for the BSCC Board.

**Conflicts of Interest**

Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the above referenced Prop 64 PH&S Grant Program Scoring Panel from receiving funds from the grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Grant Program Scoring Panel membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the Scoring Panel. Scoring Panel membership will be posted to the BSCC website no later than January 2021.

## Overview of the RFP Process

### Confirmation of Receipt of Proposal

Upon submission of a proposal, applicants will receive a confirmation response from the BSCC stating the proposal has been received.

### Disqualification – PLEASE READ THOROUGHLY

“Disqualification” means the proposal will not move forward to the Scoring Panel for the Proposal Rating Process and, therefore, will NOT be considered for funding under this grant.

The following will result in a **disqualification**:

- The applicant is not a county or a city in California.
- The applicant is currently receiving a Prop 64 PH&S Grant award.
- The applicant does not meet the eligibility criteria for the Prop 64 PH&S Grant funding (see Eligibility for Funding, page 3).
- The funding request for a single application is more than \$1 million.
- The funding request for a collaborative application is more than \$2 million.
- An electronic version of the complete proposal package is not received by 5:00 p.m. on Friday, January 29, 2021.
- The complete proposal package was not submitted using the BSCC Prop 64 PH&S Grant Program proposal template as provided at the end of this document including the narrative section formatting requirements set within the template:
  - Arial 12-point font
  - One-inch margins on all four sides
  - 1.5-line spacing
- The complete proposal package does not contain all required sections and attachments (e-signatures will be accepted in place of originals):
  - Coversheet - accurately completed
  - Prop 64 PH&S Grant Program Checklist - completed and signed in blue ink
  - Applicant Information Form - completed and signed in blue ink
  - Proposal Abstract
  - Proposal Narrative (Project Need, Project Description, & Project Evaluation)
  - Project Work Plan
  - Budget Table & Narrative
  - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix F) – completed and signed
  - Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds (Appendix K) – completed and signed
  - Letter of Eligibility
  - Letter(s) of Commitment
- The Proposal Abstract exceeds the maximum limit of one (1) numbered page.
- The Proposal Narrative Section (Project Need, Project Description, & Project Evaluation) exceeds the maximum limit of eight (8) numbered pages.
- The Proposal Narrative Section contains footnotes, tables, graphs, charts, graphics and/or website links. (Note: two (2) additional pages are allowed for the above. See page 21 for instructions.)
- The Project Workplan is not on the template provided.

- The Project Workplan exceeds the maximum limit of two (2) numbered pages.
- The Budget Table exceeds the maximum limit of one (1) numbered page.
- The Budget Narrative exceeds the maximum limit of four (4) numbered pages.

**Rating Process**

Unless disqualified, proposals will advance to the Proposal Rating Process. The Prop 64 PH&S Grant Program Scoring Panel members will read and rate each proposal in accordance with the prescribed rating factors listed in the table below.

The Scoring Panel members will base their scores on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget. Scoring Panel ratings, once submitted to the BSCC, will be final.

At the conclusion of this process, applicants will be notified of the funding recommendations. It is anticipated the BSCC Board will act on the recommendations at its meeting on April 8, 2021. Applicants and partners are not to contact members of the Scoring Panel nor the BSCC Board to discuss proposals.

**Rating Factors**

The Rating Factors to be used and the maximum points assigned to each factor are shown in the table below. Applicants are asked to address each of these factors as a part of their proposal. The ESC assigned a percent value to each of the Rating Factors, correlating to its importance (see Percent of Total Value column).

**Prop 64 PH&S Grant Program Rating Factors and Point Values**

	<b>Rating Factors</b>	<b>Point Range</b>	<b>Percent of Total Value</b>	<b>Weighted Rating Factor Score</b>
1	Project Need	0 - 5	<b>25%</b>	50
2	Project Description	0 - 5	<b>50%</b>	100
3	Project Evaluation	0 - 5	<b>15%</b>	30
4	Project Budget	0 - 5	<b>10%</b>	20
<b>Maximum Rating Factor Score:</b>			<b>100%</b>	<b>200</b>

Raters will score an applicant’s response in each of the Rating Factor categories on a scale of 0-5, according to the Sample Scoring Rubric shown below. Each rating factor score is then weighted according to the “Percent of Total Value” column (determined by the ESC) associated with each Rating Factor to arrive at the final Weighted Score for each Rating Factor and then added together for a final overall proposal score.

### Threshold/Minimum Score

A proposal must meet a threshold of **50%**, or minimum score of **100** total points to be considered for funding. Total points equal the weighted score plus preference points.

### Scoring Rubric for 0-5 Point Range

<b>Not Responsive 0</b>	<b>Poor 1</b>	<b>Fair 2</b>	<b>Satisfactory 3</b>	<b>Good 4</b>	<b>Excellent 5</b>
The response <b>fails to address</b> the criteria.	The response addresses the criteria in a <b>very inadequate</b> way.	The response addresses the criteria in a <b>non-specific or unsatisfactory</b> way.	The response addresses the criteria in an <b>adequate</b> way.	The response addresses the criteria in a <b>substantial</b> way.	The response addresses the criteria in an <b>outstanding</b> way.



## PART II: PROPOSAL INSTRUCTIONS AND RATING FACTORS

The following section contains pertinent information on how to complete the Request for Proposal package for the Prop 64 PH&S Cohort 2 Grant Program. Submittal instructions are contained in Part I, page 3.

- Proposal Abstract
- Proposal Narrative Sections
  1. Project Need
  2. Project Description
  3. Project Evaluation
- Project Workplan
- Project Budget Table and Budget Narrative
- Additional Request for Proposals Information, if applicable
- Required Request for Proposals Attachments
  1. Letter(s) of Commitment
  2. Letter of Eligibility
  3. Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement
  4. Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds

**\*\*\* THE REQUEST FOR PROPOSAL PACKAGE CAN BE FOUND AT THE END OF THIS ENTIRE DOCUMENT. THE PROPOSAL TEMPLATE IS PROVIDED IN A FILLABLE FORMAT. USING THE TAB KEY WILL ALLOW THE APPLICANT ACCESS TO THOSE AREAS REQUIRING INFORMATION. \*\*\***

## Proposal Abstract

**Instructions:** The Proposal Abstract should provide a brief summary of the proposed project. The Proposal Abstract must be submitted using the BSCC Prop 64 PH&S Cohort 2 Grant Program proposal template (a locked, fillable form) provided at the end of this document (Arial 12-point font with one-inch margins on all four sides and at 1.5-line spaced) and cannot exceed **one (1) numbered page** in length. This section will not be included in the rating of the Proposal.

## Proposal Narrative

The Proposal Narrative should address the Project Need, Project Description, and Project Evaluation, using each of the section headers exactly as provided in the proposal template (a locked, fillable form). The Proposal Narrative must be submitted using the BSCC Prop 64 PH&S Grant Program proposal template provided at the end of this document (Arial 12-point font with one-inch margins on all four sides and at 1.5-line spaced) and cannot exceed **eight (8) numbered pages** in length.

Footnotes are not allowable within the Proposal Narrative section. Sources cited must be included within Proposal Narrative or may be referenced within the Additional RFP Information attachment.

It is up to the applicant to determine how best to use the 8-page limit in addressing each RFP section. If these narrative sections total more than eight (8) pages in length, the application will be disqualified (see page 14).

### **Do not include any of the following within your narrative:**

- Footnotes
- Tables;
- Graphs;
- Charts;
- Graphics; or
- Website links.

The 8-page limitation for these sections **does not include** the following mandatory items:

- The Cover Sheet;
- The Proposal Checklist;
- The Applicant Information Form;
- The Project Abstract;
- The Project Work Plan;
- The Budget Table and Budget Narrative; nor
- Other required attachments (see Proposal Checklist).

Within each narrative section, address the following bulleted items in a cohesive, comprehensive, and concise narrative format.



### Rating Criteria for Project Need

Percent of Total Value: 25%

Address the rating factor for Project Need in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

**Project Need:** The applicant articulated a need that is pertinent to the intent of the grant program. The elements that are to comprise the Project Need are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the quality of the response to each that is to be evaluated.

1.1	Describe the need(s) related to the impact of the passage of Proposition 64.
1.2a	Demonstrate how the need(s) is related to Project Purpose Area (PPA) 1 - Youth Development/Youth Prevention and Intervention.
1.2b	Demonstrate how the need(s) is related to other PPA(s) selected (if applicable).
1.3	Describe why the need(s) described above is not met with existing resources.
1.4	Provide relevant qualitative and/or quantitative data with citations in support of the need(s).
1.5	Describe the process that was used to determine the need(s), including soliciting input from key stakeholders (e.g., community, public, private).

### Rating Criteria for Project Description

Percent of Total Value: 50%

Address the rating factor for Project Description in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

**Project Description:** The applicant provided a description of the project that is related to the identified need and the intent of the grant program. The elements that are to comprise the Project Description are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.

2.1	<p>Describe the proposed project that will address the need(s) discussed in the Project Needs section. The description should:</p> <ul style="list-style-type: none"><li>• Describe the components of the proposed project linked to the mandatory PPA 1 – Youth Development/Youth Prevention and Intervention.</li><li>• Describe the components of the proposed project linked to other PPAs selected (if applicable).</li><li>• Describe the target area and/or population which will be the focus of the project, including how and why it was selected.</li><li>• 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.</li></ul>
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<b>Project Description:</b> The applicant provided a description of the project that is related to the identified need and the intent of the grant program. The elements that are to comprise the Project Description are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.	
2.2	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).
2.3	Describe the extent to which the proposed project will utilize existing resources or projects.
2.4	Describe the experience, staffing, and/or partnerships your organization will use to implement the proposed project [include partners' Letter(s) 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.
2.5	Provide a Project Work Plan (Appendix L- Sample) that: <ul style="list-style-type: none"> <li>• 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.</li> <li>• Identifies how the goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates.</li> <li>• Is appropriate to the proposed project.</li> </ul>

**Rating Criteria for Project Evaluation**  
Percent of Total Value: 15%

Address the rating factor for Project Evaluation in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

<b>Project Evaluation:</b> The applicant described how it will evaluate the effectiveness of the proposed project. The elements that are to comprise the Project Evaluation are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.	
3.1	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).
3.2	Identify process and outcome measures that are quantifiable and in line with the intent of the grant.
3.3	Describe a reasonable plan for monitoring the project to ensure that the project components are implemented as intended.
3.4	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.
3.5	Describe a research design or methodology that will allow for an assessment of whether the strategy that was implemented achieved the intended outcomes.



## Proposal Budget

### Rating Criteria for Project Budget

Percent of Total Value: 10%

Address the rating factor for Project Budget in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

**Project Budget:** The applicant provided budget information for the proposed project. The elements that are to comprise the Project Budget are listed below. Addressing each element does not itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.

4.1	Provide a complete Budget Table that is appropriate for the proposed project.
4.2	Provide budget narrative that relates the expenses to the proposed project and is inclusive of all project components and the selected PPA(s).

As part of the application process, applicants are required to submit the RFP Budget Table and Narrative using the BSCC Prop 64 PH&S Grant Program proposal template provided at the end of this document (Arial 12-point font with one-inch margins on all four sides and at 1.5-line spaced).

- The Budget Table cannot exceed **one (1) numbered page** in length.
- The Budget Narrative cannot exceed **four (4) numbered pages** in length.

The Budget sections must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Section. All project costs must be directly related to the objectives and activities of the project demonstrating how the funds will be used to address the local need(s) due to the impact of legalizing cannabis in California. The Budget Table must cover the entire 3-year grant period.

For additional guidance related to grant budgets, refer to the *July 2020 BSCC Grant Administration Guide*, found under Quick Links on the Corrections Planning and Grant Programs home page: [http://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](http://www.bscc.ca.gov/s_correctionsplanningandprograms/)

## Additional RFP Information

Applicants may include a maximum of two (2) additional numbered pages to the Proposal Package. Identify these pages with the header: Additional RFP Information. 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 be legible. If more than two (2) pages are submitted, only the first two (2) will go forward to the raters.

## **RFP Mandatory Documents**

### **Letter(s) of Commitment**

Applicants must include at least one (1) Letter of Commitment as part of the application package. A Letter(s) of Commitment should express, not only support for the proposed project, but also the author's specific commitment toward ensuring the overall success of the project. There is no required format for the Letter(s) of Commitment; however, each letter must:

- ✓ be on the collaborating partner organization's letterhead
- ✓ detail the roles and responsibilities of the partnering agency within the Prop 64 PH&S Grant Program.

### **Letter of Eligibility**

Applicants must provide a Letter of Eligibility detailing how the county or city meets the eligibility criteria (page 3). There is no required format for the Letter of Eligibility; however, a sample is provided (see Appendix B) and the letter must:

- ✓ Be on the county or city letterhead
- ✓ Include the titles of the regulations, ordinances, or amendments to local government charters
- ✓ Include the dates the regulations, ordinances, or amendments to local government charters became enacted/effective

### **Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement**

Please see Appendix F

### **Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds**

Please see Appendix K.

# APPENDICES



**APPENDIX A**  
**Glossary of Terms – Prop 64 PH&S Grant Cohort 2**

**DEFINITIONS FOR THE PURPOSES OF THE PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT COHORT 2**

**Ban**

Ban is to prohibit, forbid, or bar by a local government.

For the purposes of this RFP, if *both* cultivation activities below are true, the local government is ineligible for Prop 64 PH&S funding:

**Ban Cultivation**

- ✓ All indoor commercial cultivation (including mixed light cultivation)
- ✓ All outdoor commercial cultivation

NOTE: Cultivation of cannabis is not considered banned by a local government if the local government restricts cultivation activities to specific locations pursuant to local zoning ordinances or if the local government requires licensure for specific commercial cultivation activities provided that such restrictions do not result in the prohibition of all indoor commercial cannabis cultivation, and all outdoor commercial cannabis cultivation, within the local government's jurisdiction/authority.

For the purposes of this RFP, if *either* of the retail sale activities below are true, the local government is ineligible for Prop 64 PH&S funding:

**Ban Retail Sale**

- ✓ Prohibiting establishment of business licensed under Division 10 of the Business and Professions Code
- ✓ Prohibiting operation of businesses licensed under Division 10 of the Business and Professions Code

NOTE: Retail sale of cannabis is not considered banned by a local government if the local government restricts the retail sale of cannabis to specific locations pursuant to local zoning ordinances, or if the local government requires licensure for specific retail sales activities provided that such restrictions do not result in the prohibition of all retail sales in the local government's jurisdiction/authority.

**Community-based Organization**

A community-based organization (CBO) is a nongovernmental organization that provides services to a community consisting of individuals, groups, or other organizations that constitute the local or community service population. In the context of the Prop 64 PH&S Grant Program, a CBO is generally considered to be a non-government, non-law enforcement organization that provides services individuals that are at risk of involvement or already involved with the justice system. In this RFP, CBOs and nonprofit organizations are referred to as NGOs or Non-Governmental Organizations.



### **Community-Driven**

Community-driven practices are programs and strategies that are derived from the traditional practices of a particular racial, ethnic, or cultural community and have been determined effective by the community.

### **Cultural Relevance**

Cultural relevance acknowledges the influence of the youth's identity characteristics on the youth's experience of the world and incorporates perspectives into the program's environment. These identity characteristics include racial/ethnic, gender, class, religion, educational, sexual orientation, gender identity, family heritage, disability, and any other identity the youth communicates as important.

Every grantee and sub-grantee/sub-recipient that receives Prop 64 PH&S Grant funds should utilize programs, practices, and approaches that embed cultural relevancy.

### **Developmentally Appropriate**

A service or intervention may be considered developmentally appropriate if it is based on a child's level of need, or developmental stage, rather than the child's chronological age.

### **Evidence-based / Promising Practices**

Evidence-based practices are programs and strategies that have been found effective at improving positive or preventing negative health outcomes, using rigorous scientific research methods. Programs and strategies may be evidence-based across all populations, or only for particular cultures and identities.

Promising practices are programs and strategies that have shown some positive results and potential for improving desired health outcomes. They may have evidence from use in real-world settings, a strong theoretical framework, and/or expert opinion, but have not been fully replicated in scientific studies. Depending on the level of scientific evidence, these are sometimes referred to as "evidence-informed," "research-supported," or "emerging" practices.

Applicants may find it helpful to review the information on evidence-based practices in Appendix C of this RFP as well as in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at:

<https://www.samhsa.gov/ebp-resource-center>.

### **Financial Audit**

A financial audit provides assurances that an organization's financial statements are free of material misstatement based upon the application of generally accepted accounting principles.

### **Mixed Light Cultivation**

Mixed light cultivation occurs within a greenhouse, hoop-house, glasshouse, conservatory, hothouse, or other similar structure and uses a combination of natural and supplemental artificial lighting.

### **Service Need Determination**

In considering whether to provide diversion services to potential program participants, service providers receiving funding under this grant must use an approach that is trauma-



informed, culturally relevant and developmentally appropriate. Approaches could include, but are not limited to, surveys or interviews. Applicants must thoroughly explain and justify their proposed approach for deciding which youth will be selected or chosen for program participation. Every applicant must identify some methodology for determining whether a potential program participant would benefit from services and how youth will be matched with specific services that provide those benefits.

### **Trauma**

Trauma is an experience that causes intense physical and psychological stress reactions. It can refer to a single event, multiple events, or a set of circumstances that is experienced by an individual as physically and emotionally harmful or threatening and that has lasting adverse effects on the individual's physical, social, emotional, cognitive, or spiritual well-being.

### **Trauma-Informed**

A Trauma-Informed approach is one in which all parties involved recognize and respond appropriately to the impact of traumatic stress designed to the youth's individual needs and ensure the physical and psychological safety of all youth, family members, and staff. Trauma-informed care is an organizational structure and system framework that involves understanding, recognizing, and responding to traumatic stress reactions and the effects of all types of trauma. Trauma-informed care also emphasizes raising awareness and providing resources about trauma and the impact of trauma on youth, family members and staff.

### **Youth**

Youth is defined as under the age of 21 (i.e., individuals not of legal age to use and purchase cannabis products).

## **EVALUATIVE TERMS**

### **Local Evaluation Plan and Local Evaluation Report**<sup>1</sup>

The purpose of the Local Evaluation Plan and the Local Evaluation Report is to identify whether the program achieved its goals and objectives. Outcome measures are designed to answer the question: "What results did the program produce?" Examples of outcome measures could include:

- Results of pre/post surveys (e.g., improvements in the number of high school graduates or reductions in law enforcement contacts).
- Implementation of programs aimed at increasing the number of youth enrolled in mentoring programs.
- Changes in policies that improve access to alcohol and substance use prevention services for youth.

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<sup>1</sup>Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from <http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf>.

## **Goal versus Objective**

Goals and objectives are necessary components of the Local Evaluation Plan and the Project Work Plan. These common terms are sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program<sup>2</sup>.

Examples of goal statements<sup>3</sup>:

- To reduce the number of youths who commit serious offenses.
- To reduce the number of youths who exhibit a pattern of chronic offending.
- To divert youth who commit nonviolent offenses from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.
- To make improvements in academic behavior and/or achievement.
- To reduce rates of youth substance use in the target area.

Objectives are statements of specific, measurable aims of program activities. Objectives detail the tasks that must be completed to achieve goals. Descriptions of objectives in the proposals should include three elements:<sup>4</sup>

- 1) Direction – the expected change or accomplishment (e.g., improve, maintain);
- 2) Timeframe – when the objective will be achieved; and
- 3) Target Population – who is affected by the objective.

Examples of program objectives:<sup>5</sup>

- By the end of the program, drug-addicted youth will recognize the long-term consequences of drug use.
- To place eligible youth in an intensive supervision program within two weeks of adjudication to ensure their accountability and the community's safety.
- To ensure the youth in this program carry out all the terms of the mediation agreements they have worked out with their victims by program completion.
- To improve the self-discipline and study habits of youth enrolled.

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<sup>2</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved from <http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf>. See also New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program*. Retrieved from <http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm>.

<sup>3</sup> *Id.* at p. 4.

<sup>4</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from <http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf>.

<sup>5</sup> *Id.*



## **Principles of Effective Intervention**

During the past two decades, there has been renewed interest in examining correctional research. These efforts have been led by researchers such as Gendreau, Andrews, Cullen, Lipsey and others.<sup>6</sup> Much evidence has been generated, leading to the conclusion that many rehabilitation programs have, in fact, produced significant reductions in recidivism. The next critical issue became the identification of those characteristics most commonly associated with effective programs. Through the work of numerous scholars (Andrews et al., 1990<sup>7</sup>; Cullen and Gendreau, 2000<sup>8</sup>; Lipsey 1999<sup>9</sup>), several “principles of effective intervention” have been identified. These principles can be briefly categorized as the following:

- Assess Risk/Needs
- Enhance Intrinsic Motivation
- Target Interventions
  - Risk Principle
  - Needs Principle
  - Responsivity Principle
  - Dosage
  - Treatment Principle
- Skill Train with Directed Practice
- Increase Positive Reinforcement
- Engage Ongoing Support in Natural Communities
- Measure Relevant Processes/Practices
- Provide Measurement Feedback

## **TERMS DEFINED BY THE PROPOSITION 64 INITIATIVE**

**Cannabis** means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin.

**Cannabis accessories** means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body. (Health & Saf. Code, § 11018.2.)

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<sup>6</sup> For a thorough review of this research, see Cullen, F.T. and B.K. Applegate. 1998. *Offender rehabilitation: Effective correctional intervention*. Brookfield, Vt.: Ashgate Dartmouth.

<sup>7</sup> Andrews, D.A., I. Zinger, R.D. Hoge, J. Bonta, P. Gendreau and F.T. Cullen. 1990. Does correctional treatment work? A clinically relevant and psychologically informed meta-analysis. *Criminology* 28(3):369-404.

<sup>8</sup> Cullen, F.T. and P. Gendreau. 2000. Assessing correctional rehabilitation: Policy, practice, and prospects. In *Criminal justice 2000: Volume 3 – Policies, processes, and decisions of the criminal justice system*, ed. J. Horney, 109-175. Washington, D.C.: U.S. Department of Justice, National Institute of Justice.

<sup>9</sup> Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? *The Annals of the American Academy of Political and Social Science*, 564(2):142-166.

**Cannabis products** means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients. (Health & Saf. Code, § 11018.1.)

**Commercial marijuana activity** includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of marijuana and marijuana products as provided for in this division.

**Cultivation** means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.

**Delivery** means the commercial transfer of marijuana or marijuana products to a customer. Delivery also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under this division, that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.

**Distribution** means the procurement, sale, and transport of marijuana and marijuana products between entities licensed pursuant to this division.

**License** means a state license issued under Section 26001 of the Business and Professions Code.

**Licensee** means any person or entity holding a license under Section 26001 of the Business and Professions Code.

**Licensing authority** means the state agency responsible for the issuance, renewal, or reinstatement of the license, or the state agency authorized to take disciplinary action against the licensee.

**Local government (jurisdiction)** means a city, county, or city and county.

**Manufacture** means to compound, blend, extract, infuse, or otherwise make or prepare a marijuana product.

**Manufacturer** means a person that conducts the production, preparation, propagation, or compounding of marijuana or marijuana products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages marijuana or marijuana products or labels or re-labels its container, that holds a state license pursuant to this division.

**Marijuana** has the same meaning as Cannabis (see above).

**Nursery** means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of marijuana.

**Operation** means any act for which licensure is required under the provisions of this division, or any commercial transfer of marijuana or marijuana products.

**Package** means any container or receptacle used for holding marijuana or marijuana products.

**Purchaser** means the customer who is engaged in a transaction with a licensee for purposes of obtaining marijuana or marijuana products.

**Sell, sale, and to sell** includes any transaction whereby, for any consideration, title to marijuana is transferred from one person to another, and includes the delivery of marijuana or marijuana products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of marijuana or marijuana products by a licensee to the licensee from whom such marijuana or marijuana product was purchased.

**APPENDIX B**  
**SAMPLE: Letter of Eligibility**

Before grants can be awarded funds and receive an executed contract under the Proposition 64 Public Health and Safety Grant Program, the applying local jurisdiction (and all jurisdictions within a collaborative proposal) must assure they do not ban the following activities. Below is sample assurance language that, at a minimum, must be included in the Letter of Eligibility submitted to the Board of State and Community Corrections.

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

- All indoor commercial cannabis cultivation (including mixed light cultivation) Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.
- All outdoor commercial cannabis cultivation Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.
- Establishment of business(es) licensed under Division 10 of the Business and Professions Code Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.
- Operation of businesses licensed under Division 10 of the Business and Professions Code Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.

Documentation detailed above will be provided to the BSCC upon request.

AUTHORIZED SIGNATURE		
(This document must be signed by the person who is authorized to sign the Grant Agreement.)		
NAME OF AUTHORIZED OFFICER	TITLE	
STREET ADDRESS		
CITY	STATE	ZIP CODE
TELEPHONE NUMBER	EMAIL ADDRESS	
AUTHORIZED OFFICER SIGNATURE (Blue Ink Only or E-signature)		DATE
X		

## APPENDIX C

### Evidence-Based Resources

The websites provided below may be useful to applicants in the proposal development process. This list is not exhaustive, and it is offered as a suggested starting point for applicants to use in researching evidence-based programs, practices, and strategies.

Blueprints for Violence Prevention

<http://www.colorado.edu/cspv/blueprints/index.html>

Board of State and Community Corrections

[http://www.bscc.ca.gov/s\\_web-basedresourcesonevidence-basedpractices/](http://www.bscc.ca.gov/s_web-basedresourcesonevidence-basedpractices/)

California Institute of Behavioral Health Solutions

<http://www.cibhs.org/evidence-based-practices-0>

Coalition for Evidence-Based Policy

<http://evidencebasedprograms.org/>

CrimeSolutions.gov

<http://www.crimesolutions.gov/>

Evaluating Drug Control and System Improvement Projects

Guidelines for Project Supported by the Bureau of Justice Assistance

<https://www.bja.gov/evaluation/guide/documents/nijguide.html>

Justice Research and Statistic Association

<http://www.jrsa.org/>

National Child Traumatic Stress Network

<https://www.NCTSN.Org>

National Criminal Justice Reference Service (NCJRS)

“Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice.” A report prepared by Peter Greenwood, Ph.D., for the California Governor’s Office of Gang and Youth Violence Policy, 2010.

<https://www.ncjrs.gov/App/Publications/abstract.aspx?ID=255934>

National Institute of Corrections

<http://nicic.gov/Library/>

National Reentry Resource Center

<http://nationalreentryresourcecenter.org/>

Office of Justice Programs – Crime Solutions.gov

<http://www.CrimeSolutions.gov>



Office of Juvenile Justice and Delinquency Prevention Model Program Guide  
<http://www.ojjdp.gov/mpg/>

Promising Practices Network  
<http://www.promisingpractices.net/>

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation Hon, J. Richard Couzens, Placer County Superior Court (Ret.)  
<http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf>

Substance Abuse and Mental Health Services Administration  
<https://www.samhsa.gov/ebp-resource-center>

The National Documentation Centre on Drug Use  
<http://www.drugsandalcohol.ie/3820/>

Washington State Institute for Public Policy  
<http://www.wsipp.wa.gov/>

**APPENDIX D  
SAMPLE: Grant Agreement**

**STANDARD AGREEMENT**  
STD 213 (Rev 03/2019)

AGREEMENT NUMBER <b>BSCC XXX-21</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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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  
**GRANTEE NAME**

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:

**\$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.

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

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

*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.)

**GRANTEE NAME**

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME  
**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS 2590 Venture Oaks Way, Suite 200	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING RICARDO GOODRIDGE	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT – PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT

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

### 2. PROJECT SUMMARY AND ADMINISTRATION

A. The Fiscal Years 2019-20 and 2020-21 State Budget includes funding in the amount of \$51,788,690 million 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 Board of State and Community Corrections (BSCC).

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

B. Grantee agrees to administer the project in accordance with Attachment 1: Prop 64 PH&S Grant Program Request for Proposals Cohort 2 (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:  
Title:  
Address:  
Phone:

**Designated Financial Officer authorized to receive warrants:**

Name:  
Title:  
Address:  
Phone:  
Email:

**Project Director authorized to administer the project:**

Name:  
Title:  
Address:  
Phone:  
Email:

## EXHIBIT A: SCOPE OF WORK

- 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.

### 4. DATA COLLECTION

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

	Due no later than:
1. May 1, 2021 to June 30, 2021	August 15, 2021
2. July 1, 2021 to September 30, 2021	November 15, 2021
3. October 1, 2021 to December 31, 2021	February 15, 2022
4. January 1, 2022 to March 31, 2022	May 15, 2022
5. April 1, 2022 to June 30, 2022	August 15, 2022
6. July 1, 2022 to September 30, 2022	November 15, 2022
7. October 1, 2022 to December 31, 2022	February 15, 2023
8. January 1, 2023 to March 31, 2023	May 15, 2023
9. April 1, 2023 to June 30, 2023	August 15, 2023
10. July 1, 2023 to September 30, 2023	November 15, 2023
11. October 1, 2023 to December 31, 2023	February 15, 2024
12. January 1, 2024 to March 31, 2024	May 15, 2024
13. April 1, 2024 to April 30, 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

	Due no later than:
1. Local Evaluation Plan	July 1, 2021
2. Final Local Evaluation Report	October 31, 2024

#### C. Other

	Due no later than:
Financial Audit	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.

## EXHIBIT A: SCOPE OF WORK

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

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

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

<b>Quarterly Invoicing Periods:</b>	<b>Due no later than:</b>
1. May 1, 2021 to June 30, 2021	August 15, 2021
2. July 1, 2021 to September 30, 2021	November 15, 2021
3. October 1, 2020 to December 31, 2020	February 15, 2021
4. January 1, 2021 to March 31, 2021	May 15, 2021.
5. October 1, 2021 to December 31, 2021	February 15, 2022
6. January 1, 2022 to March 31, 2022	May 15, 2022
7. April 1, 2022 to June 30, 2022	August 15, 2022
8. July 1, 2022 to September 30, 2022	November 15, 2022
9. October 1, 2022 to December 31, 2022	February 15, 2023
10. January 1, 2023 to March 31, 2023	May 15, 2023
11. April 1, 2023 to June 30, 2023	August 15, 2023
12. July 1, 2023 to September 30, 2023	November 15, 2023
13. October 1, 2023 to December 31, 2023	February 15, 2024
14. January 1, 2024 to March 31, 2024	May 15, 2024
15. April 1, 2024 to April 30, 2024	June 15, 2024

<b>Final Invoicing Periods*:</b>	<b>Due no later than:</b>
16. May 1, 2024 to June 30, 2024	August 15, 2024
17. July 1, 2024 to October 31, 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



## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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.

### 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 15<sup>th</sup> 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 amended 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 amended 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: [http://www.bsccl.ca.gov/s\\_correctionsplanningandprograms.php](http://www.bsccl.ca.gov/s_correctionsplanningandprograms.php)

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.

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state 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**

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

## 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, Department of Finance 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



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

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

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

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>) 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

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

Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

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

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

- 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



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

performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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

SAMPLE

**EXHIBIT D**  
**SAMPLE - SPECIAL TERMS AND CONDITIONS**

**1. GRANTEE'S GENERAL RESPONSIBILITY**

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

**2. GRANTEE ASSURANCES AND COMMITMENTS**

- A. Compliance with Laws and Regulations  
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations  
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Prop 64 PH&S Request for Proposal Cohort 2 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 RFP Cohort 2 and described in Contract 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**  
**SAMPLE - 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. 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

**EXHIBIT D**  
**SAMPLE - SPECIAL TERMS AND CONDITIONS**

program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

**7. 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:
- 2) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 3) 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;
  - 4) failure to provide the required local match share of the total project costs; and
  - 5) 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 8. Settlement of Disputes.

**8. 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 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.

**EXHIBIT D**  
**SAMPLE - SPECIAL TERMS AND CONDITIONS**

- 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



**APPENDIX E**  
**SAMPLE: Governing Board Resolution**

Before grant funds can be reimbursed, a grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a City Council or County Board of Supervisors delegating such authority to an Agency head).

Below is assurance language that, **at a minimum**, must be included in the resolution submitted to the Board of State and Community Corrections.

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WHEREAS the *(insert name of Local Government)* desires to participate in the Proposition 64 Public Health and Safety Grant Program funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the *(insert title of designated official)* be authorized on behalf of the *(insert name of Governing Board)* to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the *(insert name of Local Government)* agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the *(insert name of Governing Board)* in a meeting thereof held on *(insert date)* by the following:

Ayes:

Notes:

Absent:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

ATTEST: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

**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.

<b>AUTHORIZED SIGNATURE</b>			
(This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Karin Humiston	TITLE Chief of Probation	TELEPHONE NUMBER 760-932-5572	
STREET ADDRESS 57 Bryant St	CITY Bridgeport	STATE CA	ZIP CODE 93517
EMAIL ADDRESS khumiston@mono.ca.gov			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature))  X  <small>Karin Humiston (Jan 29, 2021 14:57 PST)</small>			DATE  January 21, 2021

**APPENDIX G**  
**SAMPLE: BSCC Comprehensive Monitoring Visit Tool**

Corrections Planning and Grant Programs Division  
**COMPREHENSIVE MONITORING VISIT (CMV) TOOL**  
**SAMPLE**

**Grantee:**

**Award Year:** 1  2  3  4   
(as applicable)

**Grant Program:**

**Federal Funds:**  **State Funds:**

**Contract Number:**

**Grant Amount:**

**Project Title:**

**Project Director:**

**Financial Officer:**

**Project Director Phone:**

**Financial Officer Phone:**

**Project Director E-Mail:**

**Financial Officer E-mail:**

**Field Representative:**

**Date of Visit:**

**Persons Interviewed During the Monitoring (Name, Title, Agency):**

SAMPLE

**Project Sites Visited (Name, Address):**

**Project Summary:**

## I. ADMINISTRATIVE REVIEW

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### 1. Executed Agreement

The Grantee has a copy of the fully executed Standard Agreement in the official file (e-file is acceptable). Yes  No

### 2. BSCC Grant Administration Guide

The Grantee has a copy of the BSCC Grant Administration Guide readily available, and staff know how to use it (e-file is acceptable). Yes  No

### 3. Organizational Chart

The Grantee has a current organizational chart for the department/unit/section responsible for programmatic oversight of the grant. Yes  No

### 4. Duty Statements

The Grantee maintains duty statements for grant-funded staff that list specific activities related to the grant. *Note: Standard job classifications usually are not acceptable, unless the position was created specifically for the grant.* Yes  No

### 5. Timesheets

5a. The Grantee maintains timesheets on all staff charged to the grant. *Note: Estimates and/or percentages are not acceptable.* Yes  No

5b. The Grantee maintains functional timesheets or conducts time studies for split-funded positions.

*Note: Estimates and/or percentages are not acceptable.* Yes  No  N/A

### 6. Staff Positions

All authorized positions are filled and performing grant-related duties.

Yes  No

***If no, list all unfilled positions and explanations for vacancies in the Administrative Review Comments section.***

### 7. Anticipated Changes

Are there any anticipated changes to staff or the project? Yes  No

***If yes, explain in the Administrative Review Comments section.***

### 8. Subcontracts

8a. Does this grant provide for subcontracted services? Yes  No

***If yes, list subcontracts awarded in the Administrative Review Comments section.***

8b. Copies of the subcontract awards are contained within the official project file.

Yes  No  N/A

8c. Subcontracts contain the required language from the BSCC contract (e.g., access to program and fiscal records, access to facility, access to program participants, Non-Discrimination clause, Civil Rights compliance). Yes  No  N/A

8d. Subcontracts appear to be following conflict of interest laws that prohibit individuals or organizations that participated on the Executive Steering Committee for this grant. Yes  No  N/A

**9. Budget Modifications**

9a. Copies of project budget modifications are maintained in the official file. Yes  No  N/A

9b. Were there any substantial modifications made that were not approved by the BSCC? Yes  No

*If yes, explain in the Administrative Review Comments section.*

**10. Fidelity Bond**

The Grantee maintains a Fidelity Bond (applicable for non-governmental entities only). Yes  No  N/A

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**Field Representative Comments for Administrative Review Section:**  
**Number comments to correspond to the Administrative Review items.**

**II. CIVIL RIGHTS REVIEW**

*(for all federal grants; as applicable to state-funded programs)*

**1. Equal Employment Opportunity Plan**

1a. The Grantee has an Equal Employment Opportunity Plan (EEOP) on file for review. Yes  No

1b. If yes, on what date did the Grantee prepare the EEOP?

**2. EEOP Short Form**

2a. If applicable: has the Grantee submitted an EEOP Short Form to the Office for Civil Rights (OCR), U.S. Department of Justice (DOJ) (i.e., 50 or more employees and \$750,000 or more in federal funds)? Yes  No  N/A

2b. If yes, on what date did the Grantee submit the EEOP Short Form?



**3. Notification to Program Participants**

How does the Grantee notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, inclusion in program brochures, program materials, etc.)? *Explain in Civil Rights Review Comments section.*

**4. Notification to Employees**

How does the Grantee notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, dissemination of relevant orders or policies, recruitment materials, etc.)? *Explain in Civil Rights Review Comments section.*

**5. Complaints**

There are written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the grantee with the BSCC or the OCR.

Yes  No  N/A

**6. Discrimination on the Basis of Disability**

If the Grantee has 50 or more employees and receives DOJ funding of \$25,000 or more, has the grantee:

6a. Adopted grievance procedures (for both employees and program participants) that incorporate due process standards and provide for prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

Yes  No  N/A

6b. Designated a person to coordinate compliance with prohibitions against disability discrimination?

Yes  No  N/A

6c. Notified participants, beneficiaries, employees, applicants, and others that the grantee does not discriminate on the basis of disability?

Yes  No  N/A

**7. Discrimination on the Basis of Sex**

If the Grantee operates an education program or activity, have they taken the following actions?

7a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibit discrimination on the basis of sex?

Yes  No  N/A

7b. Designated a person to coordinate compliance with the prohibitions against sex discrimination?

Yes  No  N/A

7c. Notified applicants for admission and employment, employees, students, parents, and others that the grantee does not discriminate on the basis of sex in its educational programs or activities?

Yes  No  N/A

## 8. Findings

The Grantee has complied with the requirement to submit to the OCR any findings of discrimination against the grantee issued by a federal or state court, or federal or state administering agency, on the grounds of race, color, religion, national origin, or sex.

Yes  No  N/A

## 9. Limited English Proficiency

What steps have been taken to provide meaningful access to its programs and activities to person who have limited English proficiency (LEP)? Include whether the grantee has developed a written policy on providing language access services to LEP persons.

## 10. Training

Training is conducted for the Grantee's employees on the requirements under federal civil rights laws.

Yes  No  N/A

## 11. Religious Activities

If the grantee conducts religious activities as part of its program or services, do they:

11a. Provide services to everyone regardless of religion or religious belief?

Yes  No  N/A

11b. Ensure it does not use federal funds to conduct inherently religious activities (such as prayer, religious instruction, or attempt to convert participants to another religion) and that such activities are kept separate in time or place from federally-funded activities?

Yes  No  N/A

11c. Ensure participation in religious activities is voluntary for beneficiaries of federally-funded programs?

Yes  No  N/A

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**Field Representative Comments for Civil Rights Review Section:**  
**Number comments to correspond to the Civil Rights Review items.**

## III. FISCAL REVIEW

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### 1. Budget File

The Grantee maintains an official budget file for the project.

Yes  No

### 2. Fiscal Policies and Procedures

2a. The Grantee maintains written procedures for the fiscal policies related to the grant and they are accessible by grants management staff.

Yes  No

2b. The Grantee can explain its agency's claims, payments and reimbursement processes as they relate to this grant (i.e., agency checks and balances).

Yes  No

### 3. Invoices

3a. Financial invoices are current and spending is on track.

Yes  No

3b. Copies of the BSCC invoices for reimbursement are within the official file.

Yes  No

3c. The fiscal/accounting records reviewed during the visit contained adequate supporting documentation for all claims on invoices, including match.

Yes  No

3d. Salaries and benefits can be easily tied back to reimbursement invoices.

Yes  No

3e. The Grantee maintains supporting documentation or a calculation methodology for indirect costs or overhead claimed (e.g., an approved Indirect Cost Rate Proposal).

Yes  No  N/A

3f. Expenditures appear to meet contract eligibility, as defined in the BSCC Grant Administration Guide.

Yes  No

#### 4. Tracking

4a. BSCC contract funds are deposited into separate fund accounts or coded to distinguish grant funds from other fund sources.

Yes  No

4b. The Grantee maintains a tracking system for purchases, including receipts and disbursements, related to the grant program.

Yes  No

4c. Tracking reports are reviewed by management and/or program staff.

Yes  No

4d. The Grantee can provide general ledgers documenting the entries for receipts and disbursements.

Yes  No

#### 5. Equipment/Fixed Assets

5a. Did the Grantee purchase or lease equipment/fixed assets with grant funds?

Yes  No

5b. The Grantee received prior approval from BSCC for purchases of equipment and/or fixed assets that were more than \$3,500 per item.

Yes  No  N/A

5c. The equipment/fixed assets were listed in the budget or in a Budget Modification.

Yes  No  N/A

5d. The Grantee maintains an inventory list of equipment/fixed assets purchased with grant funds.

Yes  No  N/A

5e. The Grantee maintains proof of receipt of equipment/fixed assets.

Yes  No  N/A

**6. Supplanting**

The Grantee can verify that expenditures submitted for grant reimbursement (including salaries and benefits) are not also claimed/reimbursed under another separate agreement or funding stream (supplanting). **Yes**  **No**

**7. Match**

7a. The Grantee is in compliance with the match requirement: **Yes**  **No**  **N/A**

7b. If the Grantee is currently under-matched, is there a plan to meet the contractually obligated match amount?

**8. Project Income**

Does the Grantee generate income from grant funds (e.g., fundraisers, registration fees, etc.?) **Yes**  **No**  **N/A**

**9. Subcontracts**

9a. Does the Grantee require subcontract agencies to submit source documentation with their billing invoice? **Yes**  **No**  **N/A**

9b. What type of documentation detail does the agency keep for subcontractor service delivery billing (to include list of positions funded, documented staff hours, list of services delivered, participant sign-in logs, time/duration of services, other invoice detail, etc.)?

**Describe in the Fiscal Review Comments section.**

9c. Is the source documentation sufficient to justify charges? **Yes**  **No**  **N/A**

9d. Does the Grantee conduct desk audits of subcontract agencies? **Yes**  **No**  **N/A**

9e. Does the Grantee conduct site visits to subcontract agencies? **Yes**  **No**  **N/A**

**10. Audits**

10a. What type of audit report will the project submit?

**Single City/County Audit Report**

**Program Specific Audit**

**Other**

10b. The Grantee has audit reports covering the agency's internal control structure within the last two years. **Yes**  **No**

---

**Field Representative Comments for Fiscal Review Section:**

**Number comments to correspond to Fiscal Review items.**

#### IV. PROGRAM REVIEW

*Note: Some of the information collected in this section will be used to foster discussion and assist with technical assistance, not necessarily to determine compliance.*

##### 1. Governing Body

1a. Does the grant require formation of some type of governing body (steering committee, coordinating council, etc.) to guide grant activities?

Yes  No  N/A

1b. If so, has this body been formed and is it meeting as required?

Yes  No  N/A

1c. Are all required members participating?

Yes  No  N/A

##### 2. Evidence-Based Interventions

2a. List all interventions being used by the grantee.

**List in the Program Review Comments section.**

2b. Which interventions do the grantee identify as "evidence-based?" Why? Based on what information? **Explain in the Program Review Comments section.**

2c. Does the Grantee have a quality assurance or fidelity monitoring process in place to ensure that interventions are implemented as intended? Yes  No

##### 3. Assessments

3a. If providing direct services, how are participants assessed for risk, need and responsivity? **Explain in the Program Review Comments section.**

3b. How is that information used? **Explain in the Program Review Comments section.**

##### 4. Staff Training

4a. Do all project staff receive an orientation and/or training pertinent to the grant project? Yes  No

4b. Are there opportunities for ongoing training for staff affiliated with the grant?

Yes  No

##### 5. Policies & Procedures

5a. Did the Grantee develop a written Policies & Procedures Manual or Program Manual specific to the grant project? Yes  No

5b. Are they accessible to staff?

Yes  No

##### 6. Case Management/Tracking

6a. Does the Grantee maintain an automated or web-based case management and/or data collection system to track participants served by the grant?

Yes  No  N/A



6b. If not, how are services and/or participants tracked?  
**Explain in the Program Review Comments section.**

**7. Source Documentation**

The Grantee maintains appropriate source documentation (e.g., case records, case files, sign-in sheets, etc.) for the participants served. Yes  No  N/A

**8. Progress Reports**

8a. Progress Reports are current. Yes  No

8b. Program records reviewed at the site visit provided sufficient detail to support information reported in Progress Reports. Yes  No

**If no, explain in the Program Review Comments section.**

**9. Problems**

The Grantee has experienced operational or service delivery problems.

**If yes, explain in the Program Review Comments section.** Yes  No

**10. Sustainability**

Does the grantee have a sustainability plan to continue service delivery after grant funds expire? Yes  No

**Describe in the Program Review Comments section.**

**11. Other Requirements Reviewed**

Per this site visit review, programmatic requirements specific to this grant program are being met. Yes  No

---

**Field Representative Comments for the Program Review Section:**  
**Number comments to correspond to Program Review items.**

---

**V. DATA COLLECTION AND EVALUATION**

---

**1. Evaluator**

Does the Grantee subcontract for its data collection and evaluation services?

Yes  No  N/A

**If yes, list name of organization and describe the relationship in the Data Collection and Evaluation Comments section.**

**2. Evaluation Plan**

Is the Grantee on track with the activities and milestones described in its Evaluation Plan? Yes  No  N/A

**3. Preliminary Evidence**

3a. Do the data collection efforts show any preliminary evidence that could impact the project? Yes  No  N/A

3b. Has the Grantee used this information to make improvements or changes to the project? Yes  No  N/A

---

**Field Representative Comments for Data Collection and Evaluation Section:**  
*Number comments to correspond to Data Collection and Evaluation Review items.*

**VI. MONITORING SUMMARY**

---

**1. Outcome of Visit**

1a. Does the project generally meet BSCC grant requirements? Yes  No

1b. If no, will a Compliance Improvement Plan be submitted? Yes  No

1c. Describe here:

**2. Technical Assistance**

2a. Does the Grantee have any technical assistance needs? Yes  No

2b. Describe here:

SAMPLE

**APPENDIX H  
County Population Index**

Source: California Department of Finance, Population Estimates, January 1, 2019

<b>Large Counties (750,000 and above)</b>		<b>Medium Counties (200,001-749,999)</b>	
Los Angeles	10,253,716	Stanislaus	558,972
San Diego	3,351,786	Sonoma	500,675
Orange	3,222,498	Tulare	479,112
Riverside	2,440,124	Santa Barbara	454,593
San Bernardino	2,192,203	Monterey	445,414
Santa Clara	1,954,286	Solano	441,307
Alameda	1,669,301	Placer	396,691
Sacramento	1,546,174	Merced	282,928
Contra Costa	1,155,879	San Luis Obispo	280,393
Fresno	1,018,241	Santa Cruz	274,871
Kern	916,464	Marin	262,879
San Francisco	883,869	Butte	226,466
Ventura	856,598	Yolo	222,581
San Mateo	774,485		
San Joaquin	770,385		

<b>Small Counties (Under 200,000)</b>			
El Dorado	191,848	Calaveras	45,117
Imperial	190,266	Siskiyou	44,584
Shasta	178,773	Amador	38,294
Madera	159,536	Lassen	30,150
Kings	153,710	Glenn	29,132
Napa	140,779	Del Norte	27,401
Humboldt	135,333	Colusa	22,117
Nevada	98,904	Plumas	19,779
Sutter	97,490	Inyo	18,593
Mendocino	89,009	Mariposa	18,068
Yuba	77,916	Trinity	13,688
Lake	65,071	Mono	13,616
Tehama	64,387	Modoc	9,602
San Benito	62,296	Sierra	3,213
Tuolumne	54,590	Alpine	1,162

## APPENDIX I

### SAMPLE: Local Evaluation Plan Components

The Prop 64 PH&S Grant Program Local Evaluation Plan (LEP) should, at a minimum, address the following:

**Project Description** as it pertains to the mandatory Project Purpose Area (PPA) 1: Youth Development/Youth Prevention and Intervention-

- Describe the intervention(s)/services/activities to be used in the project
- Define the target population (for example: gender age, system-involvement history, criminogenic factors, etc.)
- Define the criteria for participant eligibility
- Estimate the number of participants receiving intervention(s) per project component
- Describe the process for determining which interventions(s) a participant will receive
- Describe a plan to document the services within the intervention(s) provided to each participant
- Describe a plan for tracking participants in terms of progress in the project (for example start dates, attendance logs, dropouts, successful completions, etc.)

**Project Description** as it relates to the other PPAs, as applicable. Depending on the project's scope, goals, and objectives, the below PPAs may include the same or similar bullets from PPA 1. Additional LEP requirements may be added once grantees have been awarded and all Prop 64 PH&S Grant Program project components have been determined-

- PPA 2 – Public Health
- PPA 3 – Public Safety
- PPA 4 – Environmental Impact

**Project Evaluation Design-**

- Define project goals
- Define project objectives
- Define variables and measures that will be used to demonstrate whether each goal, and their corresponding objectives, were achieved
- Indicate who will be conducting the outcome evaluation (i.e., external contractor/agency, internal team/individual, etc.)
- Identify all data sources
- Define criteria for determining-
  - Participant success/failure in the project (PPA 1)
  - Activity success/failure in the project (PPAs 2, 3, and/or 4, as applicable)
- Describe the research design that will be used to complete the evaluation
  - Identify and define all outcome measures
  - How will the results be used to determine whether your project was effective?
  - Include any comparisons made

### **Project Oversight-**

- Describe the project-oversight structure and overall decision-making process for the project
  - Describe the research design for the process evaluation
  - Identify and define all process evaluation measures
  - Describe how the process measure data will be used to monitor the effectiveness of the project



**APPENDIX J**  
**Prop 64 PH&S Grant Executive Steering Committee**

	<b>Name</b>	<b>Title</b>	<b>Organization /Agency</b>
1	Linda Penner Chair	BSCC Board Member	Board of State and Community Corrections
2	Steve Carney	Chief Deputy, Cannabis Licensing Office	Santa Cruz County Sheriff's Office
3	Manuel Escandon	Director, Student Intervention & Prevention Department	Office of the Fresno County Superintendent of Schools
4	Hollie Hall	Consultant, PhD.	Watershed Resource Specialist Humboldt, Trinity, and Mendocino Counties
5	Tanja Heitman	Chief Probation Officer	Santa Barbara County
6	Amy Irani	Director	Environmental Health Nevada County
7	Vicki Jones	Environmental Health Division Director	Merced County Public Health
8	Jon Lopey	Sheriff	Siskiyou County
9	Renee Menart	Communication & Policy Analyst	Center on Juvenile and Criminal Justice
10	Dave Neilsen	Retired, Deputy Director	CA Department Alcohol & Drug Programs
11	Royal Ramey	Co-Founder	The Forestry and Fire Recruitment Program
12	Sarah Ruby	Deputy Public Defender	Santa Clara County
13	Michael Salvador	Police Chief	City of Atwater
14	Sharyn Turner	Registered Nurse	Nevada County Superintendent of Schools
15	Scott Whitney	Police Chief	City of Oxnard

**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
Ann Linaweaver	PO Box 539 Mammoth Lakes, CA 93546	aplinaweavere@yahoo.com 760-914-0050	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Mono Arts Council	PO Box 56 Mammoth Lakes, CA 93546	kristen@monoarts.org 760-914-2731	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

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 Karin Humiston	TITLE Chief of Probation	TELEPHONE 760-932-5572	
STREET ADDRESS 57 Bryant St	CITY Bridgeport	STATE CA	ZIP CODE 93517
EMAIL ADDRESS khumiston@mono.ca.gov			
SIGNATURE (Blue Ink Only or E-signature) X  <small>Karin Humiston (Jan 29, 2021 14:57 PST)</small>			DATE January 29, 2021

**APPENDIX L**  
**SAMPLE: Prop 64 PH&S Grant Program Work Plan**

Applicants must complete Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. Completed plans should (1) identify the project's top goals and objectives (this must include at least one goal for the required youth development/youth prevention and intervention PPA); (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. Applicants must use the Grant Work Plan provided within the Proposal Package at the end of this document. The form cannot exceed two (2) numbered pages and does not count toward the eight (8) numbered page limit for the Proposal Narrative. Proposal Work Plan document to be submitted is provided within the Proposal Package.

<b>(1) Goal:</b>			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<b>(2) Goal:</b>			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<b>(3) Goal:</b>			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<b>(4) Goal:</b>			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 13, 2021

**Departments: Public Works - Roads**

**TIME REQUIRED**

**SUBJECT** 2021 Maintained Mileage

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

---

### RECOMMENDED ACTION:

Adopt proposed resolution R21-\_\_\_\_, Specifying additions and/or exclusions to the maintained mileage within the County road system and establishing maintained mileage for fiscal year 2021-2022. Provide any desired direction to staff. This action continues unchanged the County's total maintained miles of 679.26 miles

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### FISCAL IMPACT:

The proposed action will result in no change to the County Maintained Road Mileage from the previous report. As such, associated Road Funding is not expected to have any impact on the budget or operations in the future.

---

**CONTACT NAME:** Kevin Julian

**PHONE/EMAIL:** 7609325449 / kjulian@mono.ca.gov

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Attachment A to Resolution</a>
<input type="checkbox"/> <a href="#">2021 Maintained Mileage Map</a>

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/2/2021 10:21 AM	County Counsel	Yes
4/6/2021 10:12 AM	Finance	Yes
4/9/2021 12:11 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** April 13, 2021  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Kevin Julian, Road Operations Superintendent  
**Subject:** County Maintained Mileage for FY21-22

**Recommended Action:**

Adopt Resolution No. R21-\_\_\_ “A Resolution of the Mono County Board of Supervisors Specifying Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2021 – 2022.”

**Fiscal Impact:**

The proposed action will result in no change to the County Maintained Road Mileage from the previous report. As such, associated Road Funding is not expected to have any impact on the budget or operations in the future.

**Discussion:**

Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

The mileage reported to Caltrans in May of 2020 was 679.26 miles. This year, the County will report the same maintained mileage of 679.26 miles.

A copy of the draft resolution is enclosed as Exhibit 1 to this staff report for Board consideration. The detailed list of County-maintained roads, including their designations and mileage, is included as Attachment A to the resolution.

If you have any questions regarding this item, please contact me at 760.932.5449 or at [kjulian@mono.ca.gov](mailto:kjulian@mono.ca.gov).

Respectfully submitted,

Kevin Julian  
Road Operations Superintendent

enclosure: Exhibit 1 – Draft Resolution

Attachment A – FY 21-22 Maintained Mileage



**RESOLUTION NO. R21-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
SPECIFYING ADDITIONS AND/OR EXCLUSIONS TO THE  
MAINTAINED MILEAGE WITHIN THE COUNTY ROAD SYSTEM AND  
ESTABLISHING MAINTAINED MILEAGE FOR FISCAL YEAR 2021-2022**

**WHEREAS**, pursuant to Section 941 of the California Streets and Highways Code, the County of Mono has in place a system of roads that it maintains for public convenience; and,

**WHEREAS**, Section 2121 of the California Streets and Highways Code provides that in May of each year, each County shall submit to the State Department of Transportation any additions or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and,

**WHEREAS**, the State Department of Transportation certified to the State Controller on December 31, 2020, that the total road mileage maintained by the County of Mono was 679.26 miles; and,

**WHEREAS**, the County finds that since that date, there have been no changes in maintained mileage, as indicated on "Attachment A," attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the total mileage of maintained County roads to be submitted to the State Department of Transportation in 2021 is 679.26, as indicated on the tabulation for 2021, which is on file with the Mono County Department of Public Works.

1 **APPROVED AND ADOPTED** this 13th day of April, 2021, by the following vote of the Board of  
2 Supervisors, County of Mono:

3 **AYES** :  
4 **NOES** :  
5 **ABSENT** :  
6 **ABSTAIN** :

7 \_\_\_\_\_  
8 Jennifer Kreitz, Chair  
9 Mono County Board of Supervisors

10 ATTEST:

Approved as to Form:

11 \_\_\_\_\_  
12 Clerk of the Board

\_\_\_\_\_

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Road No	Road Name	2021 Miles	2020 Miles	difference
2001	Lower Rock Creek Road	9.31	9.31	0.00
2003	Rock Creek Road	8.07	8.07	0.00
2005	Crowley Lake Drive	8.65	8.65	0.00
2006	Owens Gorge Road	9.51	9.51	0.00
2008	Sunny Slopes Road	0.17	0.17	0.00
2009	Spillway Road	0.23	0.23	0.00
2010	Rainbow Tarns Road	0.50	0.50	0.00
2011	South Landing Road	0.99	0.99	0.00
2012	Hilton Creek Trail	0.40	0.40	0.00
2013	Gregory Lane	0.25	0.25	0.00
2014	McGee Creek Road	3.28	3.28	0.00
2015	Crowley Lake Place	0.62	0.62	0.00
2016	Mt. Morrison Road	0.68	0.68	0.00
2017	Benton Crossing Road	30.26	30.26	0.00
2018	Convict Lake Road	2.73	2.73	0.00
2019	Convict Campground Road	0.80	0.80	0.00
2020	Layton Springs Road	0.51	0.51	0.00
2021	Casa Diablo Mine Cutoff	6.00	6.00	0.00
2022	Round Mountain Road	4.56	4.56	0.00
2023	Casa Diablo Mine Road	16.80	16.80	0.00
2024	Sheep Camp Road	3.40	3.40	0.00
2025	Chidago Canyon Road	14.33	14.33	0.00
2026	Deer Springs Road	2.08	2.08	0.00
2027	Barker Mine Road	4.23	4.23	0.00
2028	Cattle Drive Road	1.72	1.72	0.00
2029	Yellow Jacket Road	8.24	8.24	0.00
2030	Pumice Mill Road	0.72	0.72	0.00
2032	Joe Main Road	0.76	0.76	0.00
2033	Rabbit Ranch Road	1.23	1.23	0.00
2034	Morris Mine Road	3.29	3.29	0.00
2035	Chidago Loop Road	5.56	5.56	0.00
2036	Lone Star Road	2.12	2.12	0.00
2037	Lone Star Mine Road	1.02	1.02	0.00
2038	Pumice Mill Road	0.60	0.60	0.00
2039	Chalfant Loop Road	2.02	2.02	0.00
2040	White Mountain Estates Road	0.88	0.88	0.00
2041	Sequoia Street	0.20	0.20	0.00
2042	Ponderosa Street	0.20	0.20	0.00
2043	Tenaya Drive	0.13	0.13	0.00
2044	Petroglyph Road	0.38	0.38	0.00
2045	White Mountain Ranch Road	0.59	0.59	0.00
2046	Fish Slough Road	17.25	17.25	0.00
2047	Hieroglyph Road	0.09	0.09	0.00
2048	Dawson Ranch Road	0.76	0.76	0.00
2049	Indian Creek Road	0.25	0.25	0.00
2050	Hammil Road	0.79	0.79	0.00

2051 Cinnamon Ranch Road	0.24	0.24	0.00
2052 Crestview Drive	0.50	0.50	0.00
2053 Black Rock Mine Road	8.11	8.11	0.00
2054 Van Loon Cutoff	2.68	2.68	0.00
2055 Walker Place	0.08	0.08	0.00
2056 South Road	0.31	0.31	0.00
2057 Goolsby Ranch Road	0.44	0.44	0.00
2058 Christie Lane	0.36	0.36	0.00
2059 Reichart Ranch Road	0.68	0.68	0.00
2060 Clark Ranch Road	0.41	0.41	0.00
2061 Foothill Road	4.20	4.20	0.00
2062 G-Bar-T Ranch Road	0.90	0.90	0.00
2063 Sipes Ranch Road	1.03	1.03	0.00
2064 Pedro Ranch Road	0.84	0.84	0.00
2065 Bramlette Ranch Road	1.72	1.72	0.00
2066 Truman Meadows Road	1.73	1.73	0.00
2067 Black Lake Road	0.10	0.10	0.00
2068 Canyon Road	2.49	2.49	0.00
2069 Ranch Road	1.50	1.50	0.00
2070 Aspen Springs Ranch Road	0.74	0.74	0.00
2071 Hot Creek Ranch Road	1.06	1.06	0.00
2072 Owens River Road	16.14	16.14	0.00
2073 School Road	0.01	0.01	0.00
2074 Whitmore Tubs Road	2.70	2.70	0.00
2076 Pit Road	0.96	0.96	0.00
2077 Summers Road	0.22	0.22	0.00
2078 Substation Road	1.52	1.52	0.00
2080 Casa Diablo Cutoff	0.05	0.05	0.00
2081 Antelope Springs Road	9.65	9.65	0.00
2082 Huntley Mine Road	0.11	0.11	0.00
2083 Dry Creek Cutoff	2.46	2.46	0.00
2084 Deadman Creek Road	6.16	6.16	0.00
2085 Glass Creek Road	0.45	0.45	0.00
2086 Owens River Ranch Road	0.15	0.15	0.00
2088 Airport Road	1.30	1.30	0.00
2089 Sherwin Creek Road	3.93	3.93	0.00
2090 Sawmill Road	1.11	1.11	0.00
2091 Hot Creek Hatchery Road	4.94	4.94	0.00
2101 Westridge Road	0.45	0.45	0.00
2102 Paradise Point	0.04	0.04	0.00
2103 Scott Road	0.07	0.07	0.00
2104 Summit Road	0.19	0.19	0.00
2105 Dennis Way	0.03	0.03	0.00
2106 Glen Court	0.04	0.04	0.00
2107 Alison Lane	0.10	0.10	0.00
2108 Sherwin Trail	0.12	0.12	0.00
2109 Deer Peak Trail	0.16	0.16	0.00

2110 Eagle Vista	0.09	0.09	0.00
2111 Valley View Road	0.33	0.33	0.00
2112 Rimrock Drive	0.97	0.97	0.00
2115 Pinon Drive	0.32	0.32	0.00
2116 Quail Circle	0.10	0.10	0.00
2120 Sierra Vista Circle	0.04	0.04	0.00
2201 Swall Meadows Road	1.47	1.47	0.00
2202 Wilson Road	0.14	0.14	0.00
2204 Willow Road	0.14	0.14	0.00
2205 Orchard Road	0.20	0.20	0.00
2206 Meadow Road	0.10	0.10	0.00
2207 Foothill Road	0.22	0.22	0.00
2208 North Valley View Drive	0.22	0.22	0.00
2209 Mountain View Drive	0.84	0.84	0.00
2210 Pine Drive	0.23	0.23	0.00
2211 Sky Meadows Road	1.05	1.05	0.00
2301 Meadow View Drive	0.24	0.24	0.00
2302 Lake Manor Place	0.18	0.18	0.00
2303 Aspen Terrace	0.27	0.27	0.00
2304 Delta Drive	0.27	0.27	0.00
2305 Placer Road	0.11	0.11	0.00
2306 Hilton Creek Drive	0.23	0.23	0.00
2307 Hilton Creek Place	0.10	0.10	0.00
2308 Crowley Lake Circle	0.04	0.04	0.00
2309 Elderberry Lane	0.11	0.11	0.00
2310 Pearson Road	0.29	0.29	0.00
2311 Wild Rose Drive	0.05	0.05	0.00
2312 Sierra Springs Drive	0.64	0.64	0.00
2313 Larkspur Lane	0.15	0.15	0.00
2314 Shanna Circle	0.03	0.03	0.00
2401 Hunter Avenue	0.26	0.26	0.00
2402 Valley Road	0.71	0.71	0.00
2403 Virginia Avenue	0.20	0.20	0.00
2404 Chase Avenue	0.20	0.20	0.00
2405 Mountain View Avenue	0.25	0.25	0.00
2406 Brown's Subdivision Road	0.10	0.10	0.00
2407 Locust Street	0.50	0.50	0.00
2408 Chidago Way	0.21	0.21	0.00
2409 Piute Lane	0.08	0.08	0.00
2410 Cold Water Road	0.10	0.10	0.00
2411 White Mountain Drive	0.17	0.17	0.00
2412 Sacramento Street	0.25	0.25	0.00
2413 Chalfant Road	0.93	0.93	0.00
2414 Coyote Road	0.21	0.21	0.00
2415 Buena Vista Drive	0.23	0.23	0.00
2416 Lisa Lane	0.28	0.28	0.00
2417 Ronda Lane	0.18	0.18	0.00

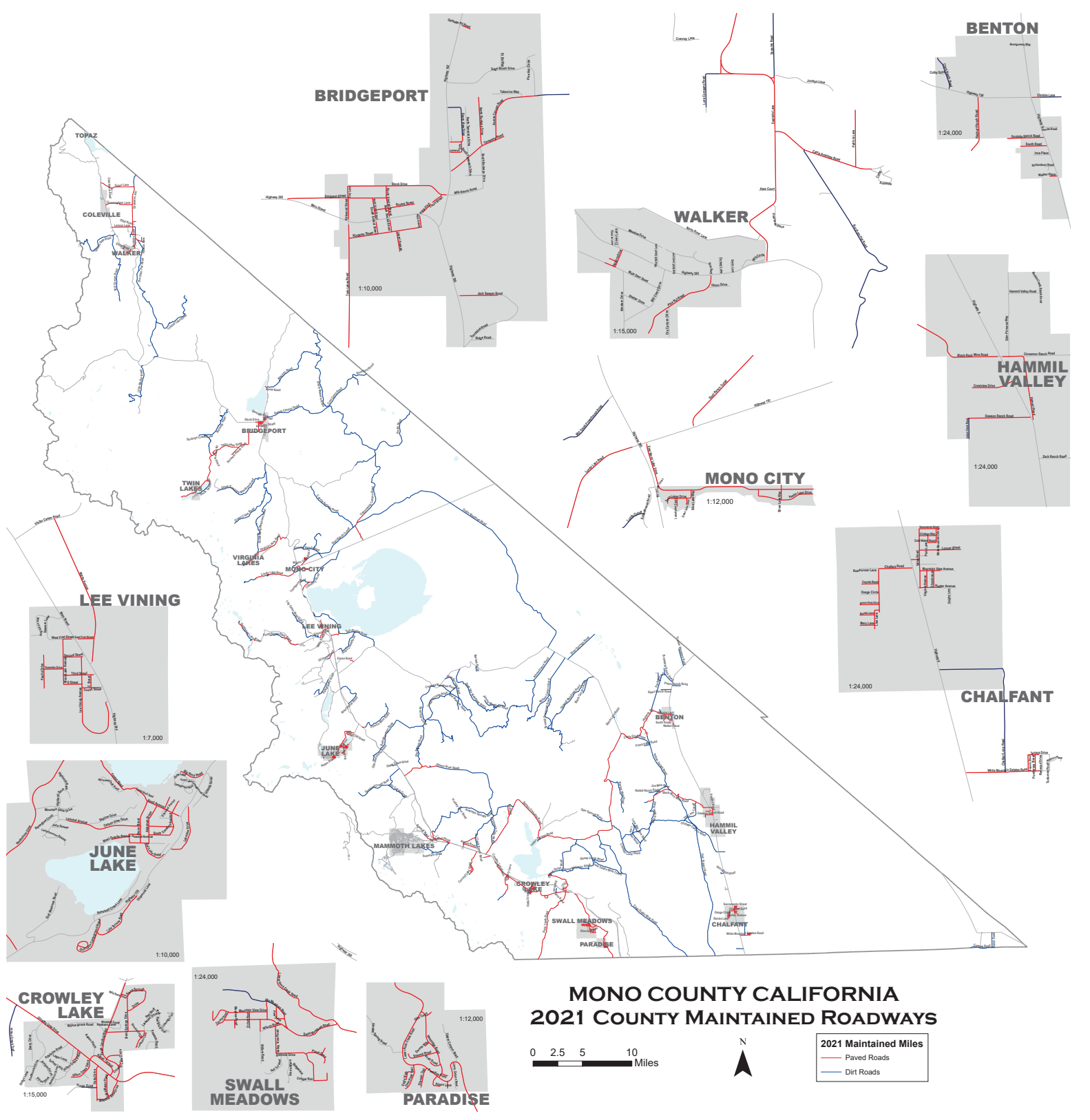
2418 Mary Lane	0.18	0.18	0.00
2801 Wheeler View Drive	0.02	0.02	0.00
2802 Montana Road	0.05	0.05	0.00
3001 Big Springs Road	5.31	5.31	0.00
3002 Obsidian Dome Road	1.54	1.54	0.00
3003 Bald Mountain Road	11.16	11.16	0.00
3004 Bald Mountain Springs Road	2.29	2.29	0.00
3005 Pumice Mine Road	4.71	4.71	0.00
3006 West Portal Road	3.44	3.44	0.00
3008 Pine Cliff Road	0.98	0.98	0.00
3009 Aspen Road	0.22	0.22	0.00
3010 Dream Mountain Drive	0.20	0.20	0.00
3012 Parker Lake Road	3.10	3.10	0.00
3015 Oil Plant Road	1.04	1.04	0.00
3016 Test Station Road	5.56	5.56	0.00
3017 Rush CreekRoad	3.08	3.08	0.00
3018 Dross Road	0.39	0.39	0.00
3019 Sand Flat Cutoff	4.54	4.54	0.00
3020 Pilot Springs Road	4.08	4.08	0.00
3021 Logging Camp Road	5.53	5.53	0.00
3022 Wet Meadow Road	20.03	20.03	0.00
3023 Johnny Meadows Road	1.98	1.98	0.00
3024 Crooked Meadows Road	0.43	0.43	0.00
3025 Sage Hen Meadows Road	9.06	9.06	0.00
3026 Baxters Road	0.56	0.56	0.00
3027 Dobie Meadows Road	30.86	30.86	0.00
3028 Adobe Ranch Road	4.41	4.41	0.00
3029 McGee Canyon Road	8.48	8.48	0.00
3030 River Springs Road	3.72	3.72	0.00
3031 Black Canyon Road	1.42	1.42	0.00
3032 Sawmill Meadows Road	11.52	11.52	0.00
3033 Sawmill Crossover Road	4.77	4.77	0.00
3034 Log Cabin Mine Road	4.84	4.84	0.00
3035 Poole Power Plant Road	3.34	3.34	0.00
3036 Ellery Lake Campground Road	0.24	0.24	0.00
3037 Saddlebag Lake Road	2.49	2.49	0.00
3038 Junction Campground Road	0.23	0.23	0.00
3039 Picnic Grounds Road	4.18	4.18	0.00
3040 Picnic Shortcut Road	0.10	0.10	0.00
3041 McPherson Subdivision Road	0.32	0.32	0.00
3042 Cemetery Road	5.89	5.89	0.00
3043 Thompson Road	1.02	1.02	0.00
3044 Lundy Lake Road	6.58	6.58	0.00
3045 Lundy Cutoff	0.57	0.57	0.00
3046 Lundy Dam Road	0.47	0.47	0.00
3048 Mill Creek Powerhouse Road	0.72	0.72	0.00
3049 Conway Ranch Road	3.38	3.38	0.00

3050 Rattlesnake Gulch Road	0.61	0.61	0.00
3051 Cooney Road	2.42	2.42	0.00
3052 Goat Ranch Cutoff	7.05	7.05	0.00
3053 Cottonwood Canyon Road	10.85	10.85	0.00
3054 Coyote Springs Road	6.53	6.53	0.00
3101 Big Rock Road	0.12	0.12	0.00
3102 Lakeview Drive	0.28	0.28	0.00
3103 Knoll Avenue	0.18	0.18	0.00
3104 North Crawford Avenue	0.07	0.07	0.00
3104 South Crawford Avenue	0.22	0.22	0.00
3105 Foster Avenue	0.12	0.12	0.00
3106 Brenner Street	0.07	0.07	0.00
3107 Forest Road	0.41	0.41	0.00
3108 Bruce Street	0.22	0.22	0.00
3109 Leonard Avenue	0.38	0.38	0.00
3110 Howard Avenue	0.07	0.07	0.00
3111 East Granite Avenue	0.04	0.04	0.00
3111 West Granite Avenue	0.17	0.17	0.00
3112 Gull Lake Road	0.14	0.14	0.00
3113 Lyle Terrace Road	0.37	0.37	0.00
3114 Gull Lake Campground Road	0.31	0.31	0.00
3116 Alderman Street	0.20	0.20	0.00
3120 Northshore Drive	3.53	3.53	0.00
3201 Pumice Road	0.12	0.12	0.00
3202 Airport Road	0.55	0.55	0.00
3203 Utility Road	0.86	0.86	0.00
3204 Lee Vining Avenue	0.44	0.44	0.00
3205 Fourth Street	0.06	0.06	0.00
3206 C Street	0.05	0.05	0.00
3207 D Street	0.06	0.06	0.00
3208 Mono Lake Avenue	0.16	0.16	0.00
3209 Third Street	0.11	0.11	0.00
3210 Yosemite Drive	0.07	0.07	0.00
3211 Paoha Drive	0.12	0.12	0.00
3212 Second Street	0.07	0.07	0.00
3214 East First Street	0.06	0.06	0.00
3214 West First Street	0.03	0.03	0.00
3215 Mattly Avenue	0.53	0.53	0.00
3301 East Mono Lake Drive	1.22	1.22	0.00
3302 Blue Lake Way	0.05	0.05	0.00
3303 Twin Lakes Drive	0.17	0.17	0.00
3304 Green Lake Court	0.04	0.04	0.00
3305 Lake Helen Court	0.05	0.05	0.00
3306 Peeler Lake Drive	0.38	0.38	0.00
3307 Silver Lake Way	0.09	0.09	0.00
3401 Conway Road	0.33	0.33	0.00
3402 Wilson Creek Road	0.38	0.38	0.00

3403	Glacier Canyon Way	0.26	0.26	0.00
3404	Lundy Circle	0.06	0.06	0.00
3405	Bodie Circle	0.06	0.06	0.00
4001	Virginia Lakes Road	6.20	6.20	0.00
4002	Dunderberg Meadows Road	8.47	8.47	0.00
4003	Little Virginia Lakes Road	0.17	0.17	0.00
4004	Green Creek Road	8.80	8.80	0.00
4005	Upper Summers Meadows Road	6.71	6.71	0.00
4007	Bodie Road	10.42	10.42	0.00
4008	Bodie Masonic Road	19.25	19.25	0.00
4010	Cow Camp Road	5.12	5.12	0.00
4011	Boundary Road	1.79	1.79	0.00
4012	Twin Lakes Road	13.39	13.39	0.00
4013	Hunewill Ranch Road	1.06	1.06	0.00
4014	Hackamore Place	0.50	0.50	0.00
4015	Spur Court	0.07	0.07	0.00
4016	Kayak Road	0.09	0.09	0.00
4017	South Twin Road	2.22	2.22	0.00
4018	Garbage Pit Road	0.04	0.04	0.00
4019	Ramp Road	0.30	0.30	0.00
4020	Masonic Road	8.04	8.04	0.00
4021	Buckeye Road	7.69	7.69	0.00
4022	Buckeye Creek Road	0.64	0.64	0.00
4101	Jack Sawyer Road	0.19	0.19	0.00
4102	Bridge Street	0.06	0.06	0.00
4103	Hays Street	0.06	0.06	0.00
4104	Kingsley Street	0.37	0.37	0.00
4105	Laurel Avenue	0.11	0.11	0.00
4106	North Sinclair Street	0.15	0.15	0.00
4106	South Sinclair Street	0.06	0.06	0.00
4107	North School Street	0.10	0.10	0.00
4107	South School Street	0.06	0.06	0.00
4108	Kirkwood Street	0.11	0.11	0.00
4109	Emigrant Street	0.50	0.50	0.00
4110	Day Lane	0.06	0.06	0.00
4111	Stock Drive	0.51	0.51	0.00
4112	Court Street	0.06	0.06	0.00
4113	Bryant Street	0.21	0.21	0.00
4114	Aurora Canyon Road	7.84	7.84	0.00
4115	Cemetery Road	0.05	0.05	0.00
4116	Cameron Drive	0.11	0.11	0.00
4117	Sierra View Drive	0.30	0.30	0.00
4118	North Buckeye Drive	0.25	0.25	0.00
5001	Burcham Flat Road	14.62	14.62	0.00
5002	Pine Nut Road	0.69	0.69	0.00
5003	Hackney Drive	0.14	0.14	0.00
5004	Shop Road	0.07	0.07	0.00



5005 Mill Canyon Road	8.12	8.12	0.00
5006 Golden Gate Road	5.94	5.94	0.00
5007 Eastside Lane	8.04	8.04	0.00
5008 Camp Antelope Road	0.80	0.80	0.00
5009 Patricia Lane	0.43	0.43	0.00
5010 Lone Company Road	0.56	0.56	0.00
5011 Eastside Road	1.14	1.14	0.00
5012 Offal Road	0.35	0.35	0.00
5013 Larson Lane	2.07	2.07	0.00
5014 Cunningham Lane	2.83	2.83	0.00
5015 Topaz Lane	3.51	3.51	0.00
5016 Charlebois Road	0.19	0.19	0.00
5017 Lobdell Lake Road	6.78	6.78	0.00
5018 Little Walker Road	6.65	6.65	0.00
5019 Mule Deer Road	0.08	0.08	0.00
	679.26	679.26	



**BRIDGEPORT**

**BENTON**

**WALKER**

**HAMMIL VALLEY**

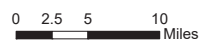
**MONO CITY**

**LEE VINING**

**CHALFANT**

**JUNE LAKE**

**MONO COUNTY CALIFORNIA  
2021 COUNTY MAINTAINED ROADWAYS**



**2021 Maintained Miles**  
 — Paved Roads  
 — Dirt Roads

**CROWLEY LAKE**

**SWALL MEADOWS**

**PARADISE**



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 13, 2021

**TIME REQUIRED** 1 hour

**SUBJECT** COVID-19 (Coronavirus) Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, CAO, Bryan  
Wheeler, Public Health Director

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Robert C. Lawton

**PHONE/EMAIL:** 760-932-5415 / rlawton@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)  
No Attachments Available

**History**

Time	Who	Approval
4/7/2021 8:08 PM	County Counsel	Yes
4/7/2021 12:18 PM	Finance	Yes
4/9/2021 12:11 PM	County Administrative Office	Yes



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 13, 2021

**Departments: Finance**

**TIME REQUIRED** 45 minutes (20 minutes presentation; 25 minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher, Finance Director, Megan Mahaffey, Accountant II

**SUBJECT** Fiscal Year 2021-22 Budget Update

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CAO and Finance will update the Board about the FY 2021-22 budget development process.

**RECOMMENDED ACTION:**

Receive information and discuss.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 760-932-5494 (Janet) or 760-924-1836 (Megan) / jdutcher@mono.ca.gov or mmahaffey@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Staff report</a></p>
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**History**

Time	Who	Approval
4/7/2021 8:09 PM	County Counsel	Yes
4/7/2021 2:51 PM	Finance	Yes
4/9/2021 12:12 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

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*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM, MPA*  
Director of Finance

*Gerald Frank*  
Assistant Finance Director  
Treasurer - Tax Collector

**TO:** Mono County Board of Supervisors

**FROM:** Janet Dutcher – Mono County, Director of Finance  
Megan Mahaffey – Mono County, Accountant II  
Bob Lawton – Mono County, CAO  
John Craig – Mono County, Assistant CAO

**DATE:** April 13, 2021

**RE:** FY 2021-2022 Budget Update #2

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On February 9, staff discussed next year's budget calendar with your Board. The schedule includes four opportunities for updating you and the public about our budget process. This is the second budget update.

- March 2: discuss rate development results
- April 13: update about economics, revenue estimates, base budget development, and structural status of GF deficit
- May 11: budget workshop format, schedule and content, present framework of estimated recommended budget
- June 8: present recommended budget

Since the last update, the budget team has completed initial revenue forecasts, estimated fixed costs, set the base budget, and delivered budget training to department leaders and fiscal staff. The OpenGov budget project and department level budget unit proposals have been established and departments will have submitted their budget proposals by April 9. One-on-one meetings with departments begin Monday, April 12, and will continue until Thursday, April 29.

## GF Forecast of Discretionary Revenues

Finance forecast discretionary GF revenues and the results is summarized below:

Revenue Category	Object	2019 Actual	2020 Actual	2021 YTD	2021 Amended Budget	2022 Base Budget	Increase (Decrease)	% Change (FY 2021 budget vs FY 2022 budget)
Taxes	(10020) Prop Tax -Current Secured	16,567,131	17,816,893	10,700,641	17,692,000	17,957,380	265,380	1.50%
Taxes	(10100) Transient Occupancy Tax	2,642,657	2,342,365	1,517,814	1,616,832	2,524,560	907,728	56.14%
Taxes	(10160) Vlf In Lieu	1,697,102	1,796,382	-	1,796,382	1,796,382	-	0.00%
Taxes	(10030) Prop Tax -Current Unsecured	1,239,919	1,366,601	1,381,394	1,260,000	1,300,000	40,000	3.17%
Taxes	(10062) Prop Tax -Excess Eraf	-	1,103,211	1,273,212	650,000	500,000	(150,000)	-23.08%
Taxes	(10090) Sales & Use Tax	690,854	650,259	494,410	547,242	600,000	52,758	9.64%
Taxes	(10061) Prop Tax -Unitary	436,576	533,195	311,813	468,000	550,000	82,000	17.52%
Taxes	(10110) Property Transfer Tax	262,407	252,065	439,689	240,000	240,000	-	0.00%
Taxes	(10080) Prop Tax -Penalties/Interest	271,843	264,394	57,384	200,000	200,000	-	0.00%
Taxes	(10060) Prop Tax - Supplemental	291,654	241,949	92,599	216,000	220,000	4,000	1.85%
Taxes	(10040) Prop Tax -Delinq Secured Redem	252,637	171,877	141,791	206,000	180,000	(26,000)	-12.62%
Charges for Services	(16371) Professional Service Fees	1,558,353	1,682,327	2,169,412	2,169,412	2,250,350	80,938	3.73%
Intergovernmental	(15690) Fed: In Lieu Taxes (Pit)	1,318,592	1,311,099	1,329,250	1,300,000	1,311,099	11,099	0.85%
Intergovernmental	(15630) Fed: Tobacco Settlement	145,693	139,682	-	145,000	145,000	-	0.00%
Fines, Forfeitures & Penalties	(13040) Court Fines & Penalties	610,390	546,487	217,822	539,000	598,000	59,000	10.95%
Fines, Forfeitures & Penalties	(13010) Vehicle Code Fines	140,622	138,603	33,743	138,000	142,000	4,000	2.90%
Licenses, Permits & Franchises	(12200) Franchise Permits	199,833	203,183	33,847	195,000	195,000	-	0.00%
Interest & Rents	(14010) Interest Income	144,127	107,826	37,410	100,000	75,000	(25,000)	-25.00%
	Other Revenues	113,410	109,506	82,565	99,356	106,356	7,000	7.05%
	<b>TOTALS</b>	<b>28,583,800</b>	<b>30,777,904</b>	<b>20,314,796</b>	<b>29,578,224</b>	<b>30,891,127</b>	<b>1,312,903</b>	<b>4.44%</b>

The CPI increment allowed by the Board of Equalization for increasing property tax values is 1.01036%. Over the past several years, this increment has been at the maximum 2%. A small increase resulting from reassessment transfers is included until the Assessor is closer to closing out the property tax rolls for the year. As vaccination efforts take effect, we anticipate TOT revenues to recover as the above projection indicates. Also showing signs of recovery is sales taxes. Interest income continues below previous years' performance because the Federal authorities are keeping rates low to facilitate the recessionary recovery and control potential runaway inflation.

### Fixed Cost Trends

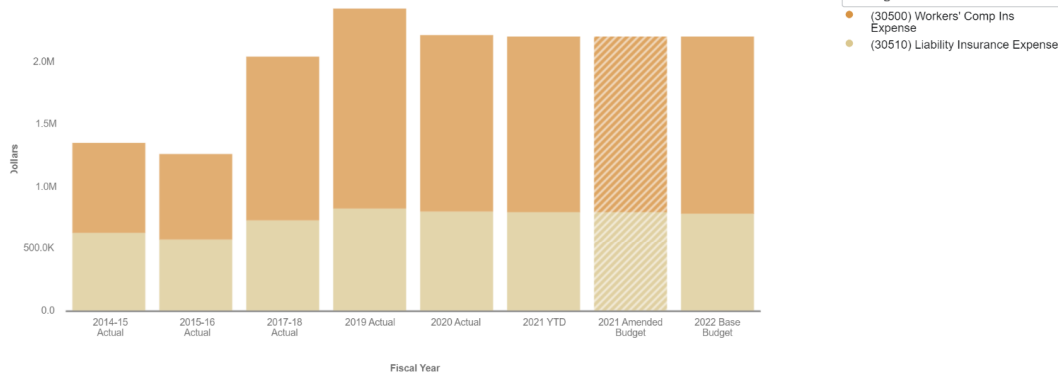
The following discusses specific impacts to the FY 2021-22 County base budget, including:

- Workers' Compensation and Liability Insurance
- Motor Pool
- Tech Refresh
- Civic Center Rent and Utilities
- Pension costs
- Health care costs
- Retiree Post-employment Health costs

**Workers' compensation** costs are flat, increasing \$9,457, or 0.67%. **General liability and property insurance** costs fell slightly by \$10,568, or 1.3%.



Visualization

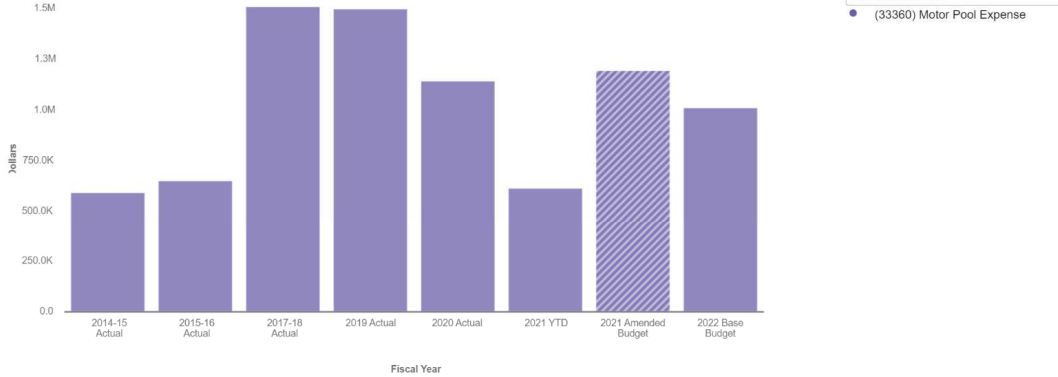


	2014-15 Actual	2015-16 Actual	2017-18 Actual	2019 Actual	2020 Actual	2021 YTD	2021 Amended Budget	2022 Base Budget
(30500) Workers' Comp Ins Expense	\$ 725,371	\$ 686,742	\$ 1,313,262	\$ 1,599,414	\$ 1,415,824	\$ 1,409,063	\$ 1,409,064	\$ 1,418,521
(30510) Liability Insurance Expense	638,211	584,461	740,470	832,518	811,362	804,092	804,092	793,526
<b>Total</b>	<b>\$ 1,363,582</b>	<b>\$ 1,271,203</b>	<b>\$ 2,053,732</b>	<b>\$ 2,431,932</b>	<b>\$ 2,228,986</b>	<b>\$ 2,213,155</b>	<b>\$ 2,213,156</b>	<b>\$ 2,212,047</b>

Data filtered by Insurance, Funds, No Project and exported on April 6, 2021. Created with OpenGov

Public Works staff determine the initial *motor pool costs* allocated to departments by projecting individual vehicle mileage rates applied to an estimate of each department’s annual historical mileage usage. Motor pool costs were estimated at \$1,013,303, a decrease of \$181,870 or 15.2%.

Visualization



	2014-15 Actual	2015-16 Actual	2017-18 Actual	2019 Actual	2020 Actual	2021 YTD	2021 Amended Budget	2022 Base Budget
(33360) Motor Pool Expense	\$ 593,946	\$ 653,678	\$ 1,508,741	\$ 1,502,637	\$ 1,146,997	\$ 615,793	\$ 1,195,173	\$ 1,013,303
<b>Total</b>	<b>\$ 593,946</b>	<b>\$ 653,678</b>	<b>\$ 1,508,741</b>	<b>\$ 1,502,637</b>	<b>\$ 1,146,997</b>	<b>\$ 615,793</b>	<b>\$ 1,195,173</b>	<b>\$ 1,013,303</b>

Data filtered by Motor Pool Expense, Funds, No Project and exported on April 6, 2021. Created with OpenGov

*Technology charges* to departments include the cost associated with employee desktop (or laptop), office 365, network server and storage, communications equipment, internet and phone charges, and enterprise software. These costs are increasing because of a plan to transition these costs away from the cost plan (and accounted for in the General Fund) and move them into the Tech Refresh internal service fund (ISF), where costs are directly charged to user departments in the same year in which the costs are incurred. Technology charges for FY 2021-22 are estimated at \$503,290, increasing by \$144,913 or 40.44%. This increase represents the internet and land line communication services currently accounted for in the General Fund and included in the County’s A87 indirect cost plan.

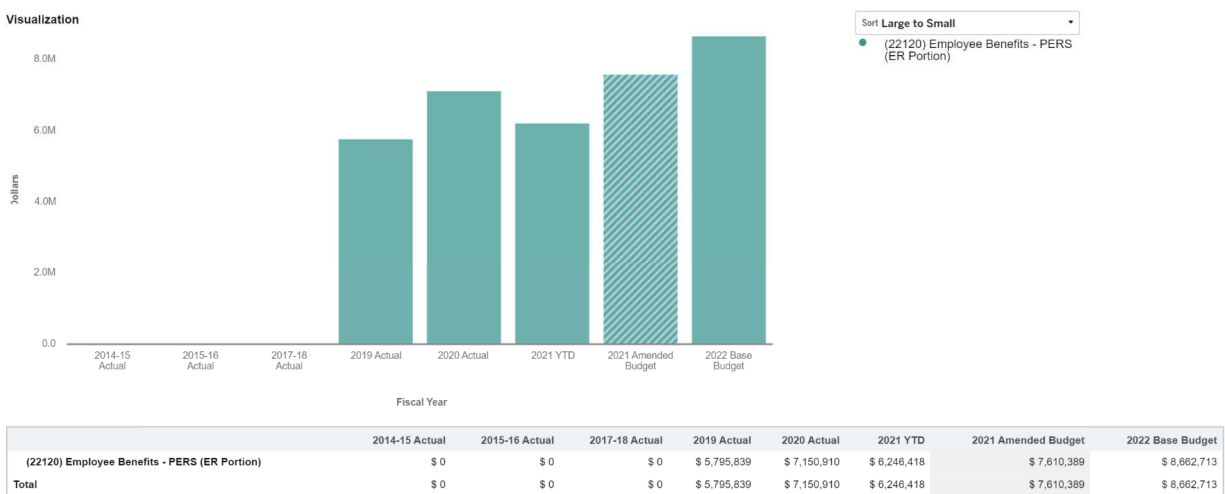
Annual *Civic Center costs* to be allocated to departments who reside in the facility compared to the prior year, is as follows:

	FY 2020-21	FY 2021-22	Increase (Decrease)
Interest expense on debt service	\$ 936,675	\$ 926,475	\$ (10,200)
Depreciation	524,215	524,215	-
Amortized issuance costs	10,803	10,803	-
Amortized net premium	75,537	75,537	-
Utilities	70,002	95,404	25,402
<b>Total Allocated Costs</b>	<b>\$ 1,617,232</b>	<b>\$ 1,632,434</b>	<b>\$ 15,202</b>

The County's annual payment toward the *CalPERS unfunded liability* increased by \$678,605, or 13.61% from the prior year.

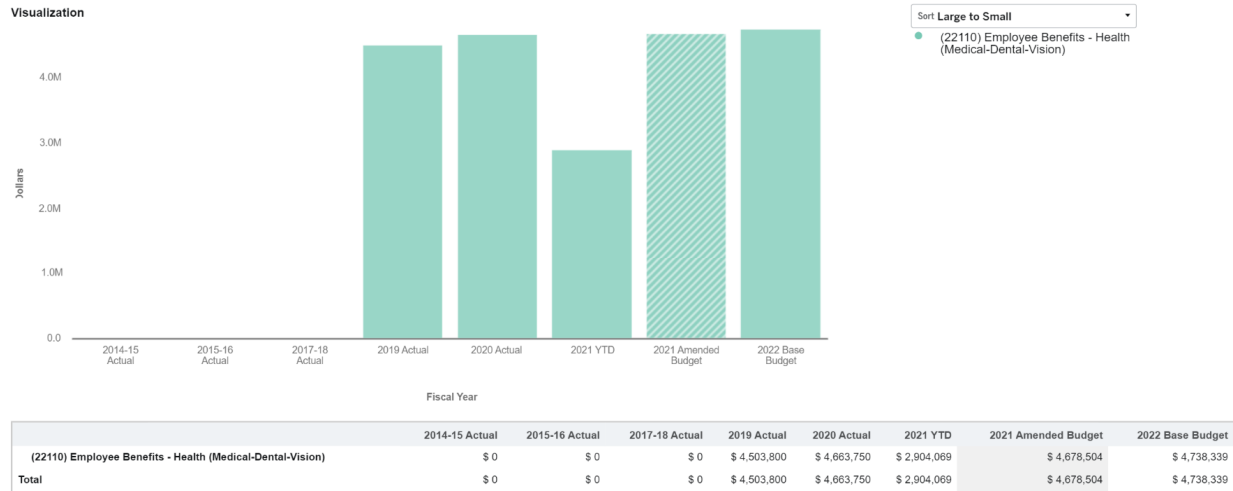
Pension Plan Unit	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Increase
Miscellaneous	2,355,936	2,699,077	2,767,443	3,177,070	409,627
Peace Officers (Probation) - Classic	356,131	43,778	487,825	562,948	75,123
Peace Officers (Probation) - PEPRA	1,003	2,164	2,347	2,617	270
EMS - 1st tier	218,648	271,355	310,717	365,265	54,548
EMS - 2nd tier	4,593	6,864	9,252	12,239	2,987
EMS - PEPRA	481	984	1,830	3,035	1,205
Sheriff & PSO - 1st tier	505,431	627,786	722,783	854,620	131,837
Sheriff & PSO - 2nd tier	1,469	18,441	3,192	5,362	2,170
Sheriff & PSO - PEPRA	266	601	1,214	2,052	838
<b>TOTAL UNFUNDED LIABILITY PAYMENT</b>	<b>3,443,958</b>	<b>3,671,050</b>	<b>4,306,603</b>	<b>4,985,208</b>	<b>678,605</b>
Percentage increase					13.61%

Pension costs over time are increasing and such increase is illustrated in the graph below. Factors affecting the escalation of these costs include workforce positions, salary costs, and the investment market's effect on pension assets held by CalPERS.



Data filtered by Employee Benefits - PERS (ER Portion), Funds, No Project and exported on April 6, 2021. Created with OpenGov

Arrangement with Mono County bargaining units and at-will employees include incentivizing lower cost *health care* plans. These arrangements result in control in the escalation of health care costs. There are many factors affecting County health care costs in the aggregate that include the number of employees qualifying for employer-paid health care programs and the tier coverage in which each employee selects to participate.



Data filtered by Employee Benefits - Health (Medical-Dental-Vision), Funds, No Project and exported on April 6, 2021. Created with OpenGov

The County collects *retiree post-employment health* contributions using a predetermined percentage applied to each employee’s salary amounts calculated as an aggregate of the minimum “pay-as-you-go” amount, which is projected at \$1,764,000 for FY 2021-22 (amount to pay to retirees). This amount is the same amount used in this year’s budget. No contribution to the County’s retiree trust is recommended at this time as recent actuarial valuations show the annual contribution on a pre-funded basis to be approximately the same as the “pay-as-you-go” amount. At June 30, 2020, the County’s trust account had a balance of \$22,670,568, and the retiree post-employment health liability at June 30, 2019 (most recent valuation) is \$9,038,821 (after reduction for the trust account balance).

### Disappearing GF Carryover through June 30, 2022

Assuming Mono County executes the current year exactly equal to its amended budget, the budget team recommends *pursuing a structural deficit of \$1,200,000 for the next budget cycle which leaves the County’s general fund with a projected carryover balance estimated at \$28,000 at the close of FY 2021-22*. This is illustrated in the table below.

FUND BALANCE AT BEGINNING OF YEAR (July 1, 2021)	\$6,457,000
NOT AVAILABLE FOR SPENDING	
Advances to Solid Waste fund	(99,000)
CDBG/HOME Loans	(887,000)
Prepays and Inventory	(113,000)
FY 2020-21 FORECASTED SURPLUS (DEFICIT)	(2,423,000)
JAIL MATCH – TRANSFER	(707,000)
ADDITIONS TO RESERVE BALANCES	(1,000,000)
PROPOSED FY 2020-21 BASE BUDGET	(1,200,000)
<b>GF CARRYOVER PROJECTED AT JUNE 30, 2022</b>	<b>\$28,000</b>

### **GF Target Budget Deficit and Net County Cost for FY 2021-22**

As in previous years, Finance and the CAO produced a base budget, which for the GF this next budget cycle is targeted to produce an overall aggregate net county cost of not more than \$1,200,000, inclusive of all GF departments and budget units. This process involves forecasting discretionary revenue reduced by non-departmental spending and the following costs:

- Salaries and benefits – using known filled and vacant positions, anticipated pay rates and COLAs, and estimated benefit costs.
- Workers compensation insurance
- General liability insurance
- Technology charges
- Motor pool
- Civic Center rents & utilities

The net result from this process plus \$1,200,000 in carryover fund balance is allocated to departments (GF allocation) equal to the allocation made in the previous budget development cycle and the remainder is held in reserve for unknown items and requested policy items. One expenditure object which was overlooked in this process is the fuel object which previously was treated as a fixed cost allocated outside of the GF allocation.

A comparison of base budget between the current year and proposed base budget for next year is shown in the table below.

<b>GF BASE BUDGET COMPARISON FY 2021-22</b>	<b>2020-21 Base Budget</b>	<b>2021-22 Base Budget</b>	<b>Variance Increase (Decrease)</b>
Discretionary Revenues	\$28,989,392	\$30,891,127	\$1,901,735
Department Revenues	5,944,076	6,602,448	658,372
Salary/Benefit Reimbursement	--	553,922	553,922
<b>Resources Available</b>	<b>\$37,917,076</b>	<b>\$38,047,497</b>	<b>\$3,114,029</b>
Salaries & Benefits	25,804,359	27,525,877	1,721,518
Fixed Costs	3,791,782	3,328,351	(463,431)
Non-departmental	3,825,248	3,706,300	(118,948)
GF Allocation	3,935,265	3,935,265	--
Policy Item Proposals	--	751,704	751,704
<b>Resources Allocated</b>	<b>\$37,356,654</b>	<b>\$39,247,497</b>	<b>\$1,890,843</b>
<b>NET SURPLUS (DEFICIT)</b>	<b>(\$2,423,176)</b>	<b>(\$1,200,000)</b>	<b>\$1,223,186</b>

Discretionary revenues are forecast using a conservative approach, especially considering reliance on the current fiscal year includes only six to seven months of actual results, an insufficient period to draw conclusions about the magnitude of economic recovery from the COVID-19 pandemic. As we approach the month to adopt the recommended budget, Finance will update these forecasts, which may generate additional revenues to support additional spending while also being able to meet a deficit target that puts the County closer to its goal of a structurally balanced budget.

In the budget process, policy items are being considered separately, and if approved, funded with an allocation from the \$751,704 of excess resources set aside in part for this purpose. Policy items are considered any of the following:

- One-time initiatives
- New positions or restructures
- Capital spending more than \$5,000
- New services or programs
- Expanded services

Several items are not included in the FY 2021-22 proposed based budget at this time, including:

- Contribution to the Road Fund beyond the County’s SB1 required MOE of \$522,033.
- Subsidization of costs to replace heavy equipment because of CARB regulations.
- Contributions to improve the County-wide radio system.

- Unfreezing of Sheriff deputy and public safety positions not funded in the current budget.
- Funding of the payout of accrued compensated absences (vacation, sick leave, overtime) to employees announcing their intention to retire during the next fiscal year.
- Incorporating results from the compensation and class study being performed by Ralph Andersen & Associates, along with the resulting fiscal impact.
- Any budget savings from vacant positions not anticipated to be filled on July 1, 2021 when the next fiscal year begins.
- Usual GF subsidies of certain activities were estimated for inclusion in the base budget, but these estimates are likely to change.
- One-time contracted consultants whose unexpended services contract amounts are encumbered as of June 30, 2021 and included in the current year budget, but not included in the base budget for FY 2021-22.

### **Mono County FY 2021-22 Key Budget Dates**

We look forward on the calendar at these key dates that are rapidly approaching:

- April 12 – 30: Budget meetings with departments
- May 11: Presentation from consultant of the Mono County 10-year forecast model
- May 17, 18 & 19: Budget Workshop
- June 15: Public hearing and anticipated budget adoption





**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 13, 2021

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Dave Wilbrecht, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time

Who

Approval



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 13, 2021

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employee  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### **AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

---

### **RECOMMENDED ACTION:**

---

### **FISCAL IMPACT:**

---

### **CONTACT NAME:**

**PHONE/EMAIL:** /

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### **SEND COPIES TO:**

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### **MINUTE ORDER REQUESTED:**

YES  NO

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### **ATTACHMENTS:**

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History

Time

Who

Approval



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 13, 2021

**Departments: Finance**

<b>TIME REQUIRED</b>	PUBLIC HEARING: 1:00 PM (15 minutes)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Megan Mahaffey. Finance Accountant II
<b>SUBJECT</b>	Community Development Block Grant 2021 Notice of Funding Availability		

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

The CDBG 2021 NOFA was released on January 29, 2021. This year's Notice of Funding Availability is for approximately \$30 million of which Mono County is eligible for \$1.5 million. This is a public hearing required as part of the grant application process.

**RECOMMENDED ACTION:**

Conduct a public hearing to gauge public interest in Mono County submitting a grant application for the 2021 NOFA. Provide feedback on the development of the Mono County Community Development Block Grant (CDBG) application for homeownership assistance.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Megan Mahaffey

**PHONE/EMAIL:** 760-924-1836 / mmahaffey@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">2021 NOFA</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/7/2021 8:08 PM	County Counsel	Yes
4/7/2021 2:01 PM	Finance	Yes
4/9/2021 12:12 PM	County Administrative Office	Yes



**DEPARTMENT OF FINANCE  
AUDITOR-CONTROLLER  
COUNTY OF MONO**

---

*Kim Bunn*  
*Assistant Finance Director*  
*Auditor-Controller*

*Janet Dutcher, CPA, CGFM, MPA*  
*Director of Finance*

*Gerald Frank*  
*Assistant Finance Director*  
*Treasurer - Tax Collector*

**TO:** Mono County Board of Supervisors

**FROM:** Megan Mahaffey – Mono County, Accountant II

**DATE:** April 13, 2021

**RE:** Community Development Block Grant 2021 Notice of Funding Availability

---

**Recommended Action:** Provide feedback on the intention for Mono County to apply for the 2021 Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA)

**Fiscal Impact:** None at this time.

**Background:**

The Community Development Block Grant (CDBG) is a federal program allocated through the California Department of Housing and Community Development, Department of Housing and Urban Development (HUD). The CDBG program is available to all non-entitlement jurisdictions. A non-entitled jurisdiction is a County with fewer than 200,000 residents or unincorporated areas and cities with fewer than 50,000 residents. Mono County has a history of successful CDBG Applications. In previous years, CDBG funds have been used for projects including technical assistance, the June Lake Community Center, Courthouse and County park rehabilitation, Sierra East Mobile Home Park water purification, child care services, and the Homebuyer Assistance program. In the past year Mono County has been awarded funds for the following programs: Planning Assistance for public service districts (fire, water, and sewer) to evaluate capacity needs and potential system upgrades that would allow for low/mod housing development, Public Service to provide child care services in Bridgeport, and Economic Development funds for Microenterprise Technical and Financial Assistance Programs.

The CDBG 2021 NOFA was released on January 29, 2021. This year's NOFA is for approximately \$30 million and will be allocated by the state as follows:

1. Economic Development: 30 percent of the annual allocation, or approximately \$8.7 million, is estimated to be available for ED activities (Programs and Projects). Up to ten percent, approximately \$873,000 of this allocation will be available for ED planning activities.
2. Housing and housing-related Infrastructure: 51 percent of the annual allocation, or approximately \$14.8 million is estimated to be available in a set-aside for housing assistance, housing services, housing rehabilitation, housing-related facilities, and housing related Infrastructure. Up to ten percent of the housing and housing-related Infrastructure allocation, approximately \$1,500,000, will be available for planning.

- a. Housing assistance programs for single-family housing Approximately \$5.5 million is estimated to be available for housing assistance competitive programs.
  - b. Multifamily housing rehabilitation and Infrastructure in support of housing OTC projects Approximately \$7.8 million is estimated to be available for multifamily housing rehabilitation and Infrastructure in support of housing projects. *These funds will only apply to applications carried over from the waitlist on the 2019-2020 NOFA.*
3. Public Service: no more than 15 percent of the annual allocation. Approximately \$4.3 million will be available for Public Services, including Public Services in support of housing. In addition to the \$4.3 million, approximately \$430,000 will be available for public facility and services planning.

Jurisdictions are encouraged to partner with districts, agencies, nonprofit service providers, and other community organizations whenever appropriate to prepare and submit applications for CDBG funding. All grant applications must meet the national objective of benefiting low to moderate income (LMI) persons. A household is considered LMI if the income is 80% or less of the Area Median Income (AMI). The HUD 2019 Area Median income for Mono was \$81,200, making the 80% threshold a household of four making less than \$62,300. Applications are due on a rolling basis with community development program applications due on April 30, 2021 and economic development applications due on May 31, 2021. No Community Development Project applications will be accepted this year as there is a wait list of shovel ready projects from 2020. Any unsubscribed funds will be rolled to fund shovel ready projects.

**Discussion:**

The purpose of the item today is to provide a platform for discussion for funding needs in our communities and provide information with regard to limits of applications for 2021. Current Standard agreements in process are for: Technical Assistance, Public Service and Economic Development. Staff would like to submit an application for the maximum amount of Homeownership assistance funds available in the 2021 NOFA, as well as use for up to \$500,000 of program income as needed. Staff anticipates receiving program income this year.

The following is a description of the program staff recommends the County apply for funding by the April 30 deadline:

1. Homeownership Assistance – \$500,000 for Mammoth Lakes Housing to operate a Homeownership Assistance Program in Mono County. We currently have a portfolio of 14 loans ranging from \$54,000 to \$200,000. All loans are 30-year deferred loans with the earliest term being August of 2036 (provided the First Time Homebuyers stay in their home and do not sell.) The County’s First Time Homebuyer (FTHB) program is currently operated by Mammoth Lakes Housing (MLH) and is funded by the 2018 HOME award in the amount of \$500,000. Total loan portfolio is \$1.8 million which had leveraged \$2.7 million of private investment for a total of \$4.49 million in real estate investment in Bridgeport, June Lake, Mono City, Chalfant, Hammil Valley, Lee Vining, and Crowley Lake. This program has been run by Mammoth Lakes housing since 2006 and has benefited 15 families since 2005.



**Constraints:**

Some constraints to consider with moving forward with the CDBG application are as follows:

1. **50% rule applies to each activity awarded funds.** Any activity that has not spent 50% of awarded funds by next grant cycle precludes the County from applying for the 2021 NOFA.
2. **Staff availability and capacity** to oversee and/or administer these programs.
3. **Mono County is financially liable for all CDBG grant awards** and responsible for ensuring that all awarded funds are spent in accordance to HCD CDBG guidelines and HUD requirements.
4. **Project “Readiness”** is an extremely important component to be competitive. A project should be capable of bidding within 90 days of grant funds being awarded. If awarded OTC funds and does not go out to bid, standard agreements will be canceled.
5. **The CDBG 2021 NOFA funding limit** is 1.5 million per jurisdiction for all applications submitted under the 2021 NOFA. The NOFA allows for up to 3 application activities. Additionally, each activity had a funding limit listed below:

Housing Activities

- a. Single-Family Housing Rehabilitation Program, 1-4 units - up to \$500,000
- b. Homeownership Assistance Program - up to \$500,000

Non-Housing Community Development Activities

- a. Public Services - up to \$500,000
- e. Planning & Technical Assistance - up to \$250,000

Economic Development Activities

- a. Business Assistance - up to \$500,000
- b. Microenterprise Assistance - up to \$250,000
- c. Infrastructure in Support of Businesses - up to \$1.5 million

**Attachments:**

1. 2021 NOFA
2. Draft Resolution for application



R21-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN APPLICATION FOR FUNDING AND THE  
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM  
THE 2020-2021 FUNDING YEAR OF THE  
STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**WHEREAS**, the California Department of Housing and Community Development is authorized to allocate Community Development Block Grant (CDBG) funds made available from the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the Mono County Board of Supervisors has determined that there is a need for CDBG funding within the jurisdictional boundary of Mono County; and

**WHEREAS**, the Federal Citizen Participation requirements were met during the development of this application.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that:

**SECTION ONE:** The Mono County Board of Supervisors has reviewed and hereby approves the submission of an application to the State of California Department of Housing and Community Development not to exceed \$1 million for the following activities and/or programs as:

Homeownership Assistance - \$500,000

**SECTION TWO:** Mono County approves the use of Program Income in an amount not to exceed \$500,000 for the CDBG activities described in Section 1.

**SECTION THREE:** Mono County acknowledges compliance with state and federal public participation requirements in the development of this application.

**SECTION FOUR:** The County Administrative Officer or his designee is hereby authorized and directed to prepare and execute the CDBG grant application and act on the County's behalf in all matters pertaining to the application.

**SECTION FIVE:** If the application is approved, The County Administrative Officer is authorized to enter into and sign the resulting grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

**SECTION SIX:** If the application is approved, The County Administrative Officer is authorized to sign funds requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote, to wit:

**AYES:**

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**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Jennifer Kreitz, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel


**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670  
Sacramento, CA 95833  
(916) 263-2771  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



January 29, 2021

**MEMORANDUM FOR:** All Potential Applicants

**FROM:** Jennifer Seeger, Deputy Director   
Division of Financial Assistance

**SUBJECT:** **Community Development Block Grant Program  
2021 Notice of Funding Availability**

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$30 million in federal funds for the 2021 Community Development Block Grant (CDBG) program. Funding for this program is available to the state from the United States Department of Housing and Urban Development (HUD), pursuant to the Housing Community Development Act of 1974, as amended.

CDBG funds are provided as grants for a wide range of activities directed toward economic development, improvement of community facilities and infrastructure, neighborhood revitalization, and public services. All CDBG activities must meet one of the following National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums and blight; or meet certain urgent community needs. This NOFA will provide detailed information on the application process for CDBG funding.

The critical priority for this funding is to ensure all eligible persons receive equitable access to services, and are served with dignity, respect, and compassion regardless of circumstance, ability, or identity. This includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other people of color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The Department expects eligible Applicants to plan for how this funding will reduce disparities and increase racial equity in their communities.

Applications for CDBG funding under this NOFA will be accepted via the Department's online grant application and management system, Grants Network, supported by eCivis. Profile set-up instructions, and other technical assistance can be found on the CDBG

[webpage](#) under Training and Technical Assistance at [eCivis Grants Network User Manual](#). Community Development Program applications will be due April 30, 2021 at 5:00 p.m. Pacific Daylight Time (PDT), and Economic Development (ED) program competitive applications and Over the Counter (OTC) Project applications will be due May 31, 2021 at 5:00 p.m. PDT.

To receive CDBG program NOFA FAQs, emails, and other information and updates, please subscribe to the Federal Programs [listserv](#). If you have any questions, please submit them to [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov).

All activities in this NOFA are subject to availability of funds and continuing HUD and legislative authority.

Attachment

**Community Development Block Grant Program  
2021 Notice of Funding Availability**



**Gavin Newsom, Governor  
State of California**

**Lourdes M. Castro Ramírez, Secretary  
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director  
California Department of Housing and Community Development**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
Telephone: (916) 263-2771

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>  
Community Development Block Grant Program email: [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov)

**January 29, 2021**



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## **APPENDICES**

- Appendix A:** Non-Entitlement CDBG Jurisdictions Census and American Community Survey Data Need Scoring
- Appendix B:** Housing Element and Growth Control Requirements
- Appendix C:** Citizen Participation, Public Hearings, and Public Information File Requirements
- Appendix D:** Sample Resolution of Governing Body
- Appendix E:** IDIS Matrix - CDBG Eligibility Activity Codes and National Objectives
- Appendix F:** Accessing CDBG Income Limits by Country and HUD Low/Moderate-Income Area Benefit Data
- Appendix G:** Determining Service Area
- Appendix H:** CDBG Income Survey Information
- Appendix I:** State Objective Criteria and Scoring
- Appendix J:** 2021 CDBG Application Certifications and Statement of Assurances
- Appendix K:** Sample DRAFT Standard Agreement
- Appendix L:** Scoring Matrix
- Appendix M:** Program Expectations for ED Activities
- Appendix N:** Racial Equity

**Note** – Appendices are located in the ‘Files’ tab on the [HCD Program Solicitations](#) under each specific program solicitation.

## I. Overview

### A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) announces the availability of approximately \$30 million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2021 funding year. CDBG funds are provided as grants to Non-Entitlement Jurisdictions. The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, a suitable living environment, and to expand economic opportunities, principally for the benefit of low- and moderate-income persons, families, households, and neighborhoods. LMI is defined as neighborhoods, families, households, and individuals whose income does not exceed 80 percent of the county median income, as adjusted by the United States Department of Housing and Urban Development (HUD) for family household size.

All applications will be reviewed for completeness and compliance with state and federal requirements. Only complete and compliant applications will be eligible for application review, approval, and potential funding.

### B. Tentative Timeline

The timeline below identifies deadlines for the 2021 program year application process.

#### NOFA Deadlines

NOFA Release	<b>January 29, 2021</b>
--------------	-------------------------

#### Housing and Community Development Programs

Community Development Program Applications	Application Due Date: <b>April 30, 2021 5:00 p.m. PDT</b>
--	--

#### Economic Development Program Activity and Economic Development Capital OTC Project Activity Allocation

ED OTC Project Applications and Competitive Applications	Application Closing Date <b>May 31, 2021, 5:00 p.m. PDT</b>
--	--

Undersubscribed ED OTC and Competitive program funds remaining at the close of the 2021 CDBG NOFA will be rolled into the Multifamily Housing, Housing Infrastructure, and Community Development OTC waitlist of projects submitted

under the 2019 Housing and Non-Housing OTC applications in the 2019-2020 NOFA.

Applications submitted before the application start date or after the respective due date or closing date will not be accepted. There will be no exceptions. The Department recommends Applicants plan to submit their application(s) well before the final due or closing date to provide opportunity for troubleshooting if needed. Each application will be digitally time stamped upon submittal.

### **C. What is new in This NOFA**

#### **1. New application configuration in Grants Network**

The Department has re-configured the Grants Network application space to better take advantage of system functionality and to respond from comments from stakeholders. Changes include:

- re-arranging activities by application type
- reducing the number of solicitations
- adding set-aside solicitations for Colonias
- removing redundant questions
- re-organizing questions to improve application flow and usability
- re-structuring threshold requirements to better align with the NOFA
- creating dedicated applications for Program Income (PI) only-funded activities

#### **2. Capital improvement Projects**

The Department will not be accepting any new Community Development OTC capital improvement (Project) applications for the 2021 funding round. As part of the CDBG redesign, the Department implemented OTC applications for capital improvement Projects for multi-family housing, Infrastructure, and public facilities in the 2019-2020 NOFA. Applications received in excess of available funds have been put on a waitlist to be funded through dis-encumbered funds from prior year programs. OTC applications submitted under the 2019-2020 NOFA were required to be shovel ready. The Department will continue to fund down the existing waitlist of shovel-ready Projects through the 2021 program year. No new Community Development OTC applications will be accepted for grant year funding in 2021. Community Development Projects funded exclusively with PI will still be accepted.

#### **3. Workshops**

Workshops will be conducted virtually via Microsoft Teams. The schedule and registration information will be posted to the CDBG webpage. Training and TA are also available on the CDBG [webpage](#).

#### 4. Online grant application and management system

The Department will continue using Grants Network for submission, reviewing, and tracking applications. Improvements and modifications to Grants Network are ongoing. Grants Network supports Programs and Projects from application through implementation and closeout of contracts and will connect with other digital accounting and reporting systems used by both the Department and HUD.

#### D. Authorizing Legislation

Funding for the CDBG program is authorized pursuant to [Title 42 United States Code \(U.S.C.\) §5301, et. Seq.](#), and /subpart 1 of the Federal CDBG Regulations. The Federal Omnibus Budget Reconciliation Act of 1981 provides for state administration of the federal CDBG program. Additional authority includes, but is not limited to:

- [24 Code of Federal Regulations \(CFR\) § 570.480 et. seq.](#), Federal CDBG Regulation
- [24 CFR Part 58](#) Environmental Review Procedures
- [2 CFR Part 200](#) Uniform Grant Administration Requirements
- [12 Health & Safety Code \(HSC\) §§ 50825-50834](#), State of California CDBG program
- [2020-2024 State of California Consolidated Plan](#)
- [2021-2022 State of California Annual Action Plan](#) (in progress)
- [CDBG Guidelines](#), California Department of Housing and Community Development

If there are federal or state statutes or regulations, other laws governing the CDBG program, or funding is modified by Congress, HUD, the Department, or State Legislature, prior to completion of work to be done pursuant to awards made in connection with this NOFA, the changes may become effective immediately and apply to funded activities.

In administering this NOFA, if there is a conflict between the federal statutes or regulations and state statutes or guidelines, the federal statutes and regulations shall prevail. All activities in this NOFA are subject to availability of funds and continuing HUD and California legislative authority. The Department reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all its provisions. The Department will notify interested parties through listserv emails and by posting notification on the Department website if the Department rescinds, suspends, or amends this NOFA. This NOFA is not a commitment of funds to any Activity or Applicant.

**Note:** The HCDA is codified as Title [42 U.S.C., §5301, et. seq.](#): thus, those citations are interchangeable and cite the same statute language. For example, the citation of HCDA 105(a)(22) and [42 U.S.C. §5305\(a\)\(22\)](#) are references to the same statute language. For the purposes of this NOFA, we will use the 42 U.S.C. §5301 citations for references to the federal statutes.

## E. Definitions

**Activity** – means any single eligible undertaking carried out as part of an Applicant's participation in the state CDBG program and as listed at [42 U.S.C. 5305](#).

**Colonia** – means a rural community within the United States-Mexico border region that lacks adequate water, sewer, or decent housing, or a combination of all three, as defined by Section 916 of the National Affordable Housing Act of 1990.

**Infrastructure** – means the physical systems, such as roads, sidewalks, streetlights, water, and sewer facilities, which are necessary to provide basic community services.

**Jurisdiction** – means the area within a unit of general local government, including a city, county, or town. Please see Appendix A for a list of eligible Non-Entitlement Jurisdictions.

**Microenterprise** – means a commercial enterprise that has five (5) or fewer employees including the owner(s).

**Non-Entitlement** – means Jurisdictions that either do not have sufficient population to participate in the HUD's direct entitlement program, or that choose not to participate in HUD's direct entitlement program in favor of participating in the state CDBG program.

**Program** – means an eligible Activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.

**Program Income** – means gross income received by the Grantee that is directly generated from the use of CDBG funds pursuant to [24 CFR § 570.489\(e\)](#).

**Project** – means eligible capital improvements to public facilities, Infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, Infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

**Public Service** – means a unit of service or assistance provided to an individual or household and per [42 U.S.C. 5305 \(a\)\(8\)](#) involves provisions of public services



(including labor, supplies, and materials) including but not limited to public services concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare, homebuyer down payment assistance, or recreational needs.

Except as otherwise defined herein, all defined terms have the meaning set forth in [42 U.S.C. 5302 \(a\)](#) and the [State CDBG Guidelines](#).

## II. Program Requirements

### A. Eligible Applicants

#### 1. Non-Entitlement status

CDBG program funds are provided as grants to Non-Entitlement Jurisdictions. Applications may only be submitted by Jurisdictions (city, county, or town). Jurisdictions are encouraged to partner with districts, agencies, nonprofit service providers, and other community organizations whenever appropriate to prepare and submit applications for CDBG funding, and to administer and complete CDBG funded Programs and Projects.

Incorporated cities located in an urban county as defined by [42 U.S.C. 5302\(a\)\(6\)](#) must formally elect to be excluded from participation in the urban county entitlement status. HUD must be notified that the city has elected to be excluded from the urban county participation as per [24 CFR § 570.307\(q\)](#) for it to be eligible for the state CDBG program. Only eligible activities from eligible Applicants will be scored and ranked.

#### 2. Housing Element compliance

As per [HSC § 50829](#), the Applicant must submit a draft and adopted Housing Element to the Department in accordance with the requirements listed in [Government Code \(GC\) § 65580](#), et seq. and GC §65585 (see Appendix B). Applicants that fail to comply with the procedural requirements (i.e., GC §65585) of the Housing Element law are ineligible for funding through the state CDBG program. Eligibility cannot be restored until the Applicant has met such procedural requirements.

#### 3. Growth control limitations

Applicants that have adopted growth controls, including, but not limited to restrictions on residential building permits and residential buildable lots, that do not meet the exception criteria in HSC §50830 (b) and (c) are ineligible for funding as per [HSC §50830](#). Applicants intending to apply for CDBG funds are required to submit a signed 2021 CDBG Application Certifications and Statement

of Assurances that certifies that the Applicant has not adopted any residential growth controls, or that adopted residential growth controls meet the applicable exception criteria. Failure to submit an executed Application Certifications and Statement of Assurances will result in Applicant ineligibility.

#### 4. Application submittal

Applicants must meet the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

1. An eligible Applicant may apply on its own behalf
2. An eligible Applicant may apply on behalf of one or more other eligible Applicants
3. Two or more eligible Applicants, which share a program, may submit a joint application
4. In addition to Activity and application limits identified in the NOFA, an eligible Applicant may apply for activities in service areas within or outside of the Applicant's Jurisdiction when there are concentrations of Native Americans ([HSC §50831](#)) or where there is a designated Colonia as described by Section 916 of the National Affordable Housing Act of 1990, provided the concentration is within an eligible city or county.

#### **B. Restrictions on multiple activities in the same political districts**

Applications for eligible activities outside the Applicant's Jurisdiction must include a legally binding agreement, acceptable to the Department, with the city or county in which the eligible Activity is located. Applicants may not apply to both the state CDBG program and to a CDBG program administered by an Urban County or other entitlement entity during the same program year.

#### **C. Allocation and funding**

Funds will be allocated according to federal regulations found in [24 CFR § 570](#) and state statute, as found in [HSC § 50827](#) et seq. For more information, please reference the [CDBG Guidelines](#). The tables below include the estimated percentage of funding available for set-asides and funding caps for the 2021 allocations. The amount of total funding available and the allocations of those funds are only estimates and are subject to change without notice. Funding awarded through this NOFA will have a 36-month expenditure and liquidation period. Awards will be limited to \$1.5 million per Jurisdiction, including all applications submitted under this 2021 NOFA.

## **D. State allocations**

### 1. Economic Development

As per state statute, 30 percent of the annual allocation, or approximately \$8.7 million, is estimated to be available for ED activities (Programs and Projects). Up to ten percent, approximately \$873,000 of this allocation will be available for ED planning activities.

### 2. Housing and housing-related Infrastructure

As per state statute, 51 percent of the annual allocation, or approximately \$14.8 million is estimated to be available in a set-aside for housing assistance, housing services, housing rehabilitation, housing-related facilities, and housing-related Infrastructure. Up to ten percent of the housing and housing-related Infrastructure allocation, approximately \$1,500,000, will be available for planning.

#### a. Housing assistance programs for single-family housing

Approximately \$5.5 million is estimated to be available for housing-assistance competitive programs.

#### b. Multifamily housing rehabilitation and Infrastructure in support of housing OTC projects

Approximately \$7.8 million is estimated to be available for multifamily housing rehabilitation and Infrastructure in support of housing projects. These funds will only apply to applications carried over from the waitlist on the 2019-2020 NOFA.

### 3. Public Services

Per federal statute, no more than 15 percent of the annual allocation. Approximately \$4.3 million will be available for Public Services, including Public Services in support of housing. In addition to the \$4.3 million, approximately \$430,000 will be available for public facility and services planning.

## **E. Special Allocations**

### 1. Colonias

Per HUD agreement, 5 percent of the annual allocation. Approximately \$1.5 million is estimated to be available to Colonias Jurisdictions. The Colonias allocation is exempt from the \$1.5 million per Jurisdiction limit. Eligible Activity includes housing assistance, Infrastructure, and public services.

## 2. Non-federally recognized tribes

Per state statute, 1.25 percent of the annual allocation. Approximately \$375,000 is estimated to be available to non-federally recognized tribes. The non-federally recognized tribe allocation is exempt from the \$1.5 million per Jurisdiction limit. Eligible activities include housing assistance, Infrastructure, and public services.

## F. Federal limits

### 1. Program Administration

The Department can use 3 percent of total funding for administration costs. Approximately \$1 million will be available for state administration.

### 2. General Administration

Applicants may request up to a flat 7 percent of the total 2021 CDBG grant funding requested per Activity for General Administration (GA). GA costs may include, but are not limited to, the following categories:

- Salaries, wages, and related costs of the Grantee's staff engaged in activities associated with the general administration of the CDBG program, including general management, general legal services, accounting, and auditing
- Travel costs incurred in carrying out the general management of the program
- Administrative services performed under third-party contracts, including contracts for such services as general legal services, accounting services, and audit services
- Other costs for goods and services related to the general management of the program, including rental and maintenance of office space, insurance, utilities, office supplies, and rental or purchase of office equipment
- Costs incurred in providing information and resources to individuals, families, and households in the LMI group, and to citizen organizations participating in the planning, implementation, or assessment of the Grantee's program
- Administrative funding can also be used for fair housing activities in compliance with the requirements of state [CDBG Guidelines §103](#). If a cost cannot be associated with one of the above listed groups and cannot be associated with direct project costs, the Department will, upon the Grantee's request, decide whether it is an administrative cost, an Activity Delivery cost, or an ineligible cost according to [24 CFR §§ 570.489](#) and [570.482](#).
- GA NEPA.

Applicants may elect to assign more funds to Activity costs and take less than the 7 percent as GA allocation. GA for PI funds is **17 percent**. For project budgets with both grant award and PI as funding sources, please identify how

much GA will be from each source to ensure that GA stays within the program caps.

**Note:** The above allocations and limits do not total the amount available. These allocations and limits overlap, and applications may be counted against multiple allocations and/or limits. Please see the application solicitations for the available funding for each application type.

## **G. Activity Delivery**

Activity Delivery (AD) costs are those costs directly related and necessary to successfully complete a specific Activity, such as loan underwriting costs, architectural and engineering design costs, and labor compliance review costs.

The Department is re-evaluating AD limitations to improve overall budgeting and Activity performance. AD limits for all activities except housing Rehabilitation Administration have been eliminated. Applicants must include a budget line item inside the Activity category of their budget for AD if there will be AD costs as part of the Activity. The AD limit for Housing Rehabilitation administration will be **20 percent** of the total grant award. AD for Rehabilitation Administration will be charged as a total of the award, not on a loan-by-loan or, in the case of emergency repair programs, grant-by-grant, basis.

## **H. Insufficient demand**

If there is insufficient demand for an identified allocation, the Department may make awards to other qualifying activities in other allocations, to meet the timeliness of federal funds requirements.

## **I. Eligible activities maximum awards**

For a complete list of eligible activities allowed under the HCDA, go to [42 U.S.C. §5305](#). CDBG program activities should be in predominantly residential areas or should serve predominantly residential areas to be eligible.

## **J. Activity limits**

Jurisdictions will submit **one application per** Activity. Each Jurisdiction **can submit up to three (3) applications** during this NOFA cycle. Each Activity must have a unique application with a complete budget, national objective, scope of work, and milestone timeline. There will be no “combo” activities or applications accepted in this NOFA. Each application will have a stand-alone Standard Agreement for that Activity. Applicants are encouraged to review the sample draft Standard Agreement in Appendix K as a sample of the applicable terms and conditions required for CDBG funded activities.

## 1. Housing and community development activities

The maximum grant award for all Community Development Activities is \$1.5 million per Jurisdiction. Per Jurisdiction limits do not apply to Colonia and Native American set-asides. The below limits are new grant awards limits per Activity. PI included in an Activity budget does not count against the Jurisdiction maximum grant award. Total Activity budgets may exceed the award limits when PI is budgeted to the Activity; however, the new grant award, per Activity, shall not exceed the maximums below. Per-Activity limits do apply to Colonia and Native American set-asides.

Pursuant to [24 CFR § 570.482](#), eligible activities and maximum grant award amount for funding the CDBG program include, but are not limited to:

- a. Housing assistance to single-family units
  - Single Family (1-4 units) Homebuyer Assistance - up to \$500,000
  - Single Family (1-4 units) Housing Rehabilitation - up to \$500,000
- b. Non-housing community development activities<sup>1</sup>
  - Public Services - up to \$500,000
  - Planning & Technical Assistance - up to \$250,000

## 2. Economic Development activities

The maximum total Jurisdiction grant award for ED activities is \$1.5 million. When applying for ED and CD activities, the combined maximum may not exceed \$1.5 million. These maximums do not include PI. PI may be included in addition to the new program award. The below limits are new grant awards limits per Activity. Per-Activity limits do not apply to Colonia and Native American set-asides. ED activities and grant award include:

- a. Business Assistance - up to \$500,000
- b. Microenterprise Assistance (including both Micro-Financial Assistance and Technical Assistance) - up to \$250,000
- c. Infrastructure in Support of Businesses - up to \$1.5 million

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<sup>1</sup> Applications submitted under the 2019-2020, including capital facility and Infrastructure improvement, multifamily (5 or more units) acquisition and/or rehabilitation, and Infrastructure in support of housing are grandfathered into the 2019-2020 activity limits.



### III. Application requirements

#### A. National Objectives

CDBG funded activities must meet one of three National Objectives:

- Benefit LMI persons
- Aid in the prevention or elimination of slums or blight
- To meet an urgent need

At least 70 percent of the funds awarded must benefit LMI individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest income-eligible group. Individual activities shall meet one of the following National Objectives:

##### 1. Low- to Moderate-Income (LMI)

Persons, households, and/or neighborhoods benefiting from LMI activities must meet HUD's LMI requirements. HUD updates income limits annually. Applicants will be notified via a news blast email and information will be posted on the Department's website when the HUD Adjusted Median Family Income (HAMFI) limits and low- to moderate-income areas (LMA) are updated. Applicants are required to use the updated income limits as soon as they are available. The LMI National Objective consists of the following categories:

- a. Low- to moderate-income Limited Clientele (LMC), as defined by income limits or presumed benefit refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD. Presumed benefit LMC refers to persons who, as a category, are typically low income.
  - Seniors
  - Persons with a disability
  - Homeless persons
  - Abused children and battered spouses
  - Illiterate adults
  - Persons living with acquired immunodeficiency syndrome (AIDS)
  - Migrant farmworkers
- b. LMA are identified using census tracts and block groups. LMA may also be identified through an income survey. See Appendix H for additional information regarding CDBG income surveys, which:
  - Are based on the American Community Survey using Census Geographies

- Contain at least 51 percent of households in the area earning at 80 percent or below HAMFI to meet LMA
  - Must be contiguous and the area should be mapped to show eligibility
  - Must be an Activity with public benefit for the area, such as streets and sidewalks, sewer/water Infrastructure, community facilities, or park improvements
  - Should be determined to be LMA eligibility from the map application at HUD's [Low- and Moderate-Income Summary Data](#) Application page. [Instructions for HUD's mapping application](#) are available to assist in using the map application.
- c. Low- to Moderate-Income Housing (LMH) defined by household income limits is a household earning 80 percent or less of HAMFI.
- d. LMI Job Creation or Retention Activities (LMJ)
- LMJ is based on the number of full-time equivalent jobs created or retained
  - Must create or retain jobs, and 51 percent of those jobs must be for LMI persons
  - To meet the public benefit requirements for LMJ activities, for every \$35,000 spent, one full-time equivalent job must be created/retained

## 2. Slums and Blight

- a. Areas must be geographically defined and publicly identified as slums or blighted, typically by a council or board resolution, before the Activity is considered.
- b. Activities must aid in the prevention or elimination of slums or blight as described in [24 CFR § 570.482](#).

## 3. Urgent Need

For the purposes of this NOFA, no Urgent Need<sup>2</sup> applications will be accepted through the NOFA application process without prior Department approval. If you have a program or a project that meets the criteria of Urgent Need, as established at [24 CFR § 570.483\(d\)](#) and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

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<sup>2</sup> Special requirements apply to Urgent Need. Please contact the Department for more information.

## B. Milestones

All CDBG program-funded activities must be implemented according to the milestones defined in the Standard Agreement. Applicants must include at least five milestones per Activity application:

- Milestone 1 Activity initiation
- Milestone 2 First draw of grant funds
- Milestone 3 Fifty percent completion
- Milestone 4 Final draw of grant funds
- Milestone 5 Activity closeout

Additional milestones are optional, though encouraged for best practice of Activity implementation. Milestones may be adjusted for delays in application review and standard agreement execution. Applicants are encouraged to evaluate feasibility of meeting milestones and build time for unexpected delays into milestone schedules. Milestones may not extend beyond the expenditure deadline of an award.

## C. Conditions

Applicants and awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to and conditioned upon the ongoing availability of funds, as well as the continued authority of the Department to operate the CDBG program. In the event that funds are not available, the CDBG program or act under this NOFA is eliminated, or in any way restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above. **This NOFA is not a commitment of funds to any Activity or Applicant.**

## IV. Application threshold and initial requirements

All applications are required to pass threshold requirements. Failure to meet threshold will result in immediate disqualification. Applications that do not meet threshold will not move on to scoring, or in the case of ED OTC, review for award.

### A. Threshold requirements

The following threshold requirements must be met at the time of application:

1. The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements of [2 CFR § 200](#). The Applicant must provide the Department with its most recent single audit (as submitted to the State Controller's Office), if applicable. If the Applicant has any open single audit findings and does not have a plan or agreement to remediate

those findings, the Applicant will be deemed ineligible for funding through the state CDBG program until the findings are resolved or a remediation plan or agreement is established. Any and all single audit findings are included in this evaluation. This requirement is **not** limited to federal funds administered by the Department. If an Applicant is not subject to single audit requirements, the Applicant is not required to submit an audit. Applicants that fail to disclose findings on their most recent single audit will be disqualified without exception or appeal.

2. Pursuant to [24 CFR § 578.25](#), acceptable evidence of site control is a deed or lease. Absent a current deed or lease, an Applicant may use assessor's parcel information to establish ownership for Applicant or subrecipient-owned sites. If grant funds will be used for acquisition, acceptable evidence of site control will be a purchase agreement. Site control must be maintained through the operation period of the Activity. Activities that are expected to last one year must have documented site control for that year. If site control is expected to expire during the open Activity period, the Applicant must document that either an alternative site will be made available or that the Activity operators intend to extend or renew the lease on the existing site.
3. Applicants must include the Jurisdiction name, initial all pages, sign, and submit the Certifications and Statement of Assurances (Appendix J) with their application to meet threshold. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment. Applicants that fail to submit complete Certifications and Statement of Assurances at application submittal will be disqualified without exception or appeal.
4. Pursuant to [24 CFR § 570.486](#), applications must follow CDBG Public Participation regulations. Applicants must provide documentation that the [Citizen Participation](#) requirements have been met. Documentation must include proof of public noticing, information provided during the public hearing or public meeting, and public comments received during the public participation, including Jurisdiction responses to comments. Additional information about public participation requirements can be found in Appendix C.
5. The application includes a completed Authorizing Resolution approved by the Applicant's governing board. The authorizing resolution designates a person or persons responsible for, and authorized to, execute all documents related to the application of CDBG funds. Applicants are required to use the Department's Sample Resolution of the Governing Body. For reference, please see Appendix D.

6. Applicant must submit the required [Government Agency Taxpayer ID \(TIN\) Form](#) found in the Files tab of each program solicitation. Submitted TIN forms must include DUNS numbers and accurate payment information to be complete.
7. CDBG budgets as found in the Grants Network portal are required at application submission. Required budget information includes direct costs only. Direct costs for Activity, GA, PI, and 'Other' if applicable, must be completed and clearly identified. Do not include any information on indirect cost, match, or cost share. Applications submitted without a complete CDBG Budget will be disqualified without exception or appeal.

In addition, if funding, other than CDBG dollars, are to be used, Applicants are required to upload their Sources and Uses for all funds applicable to the CDBG Activity. The application will guide Applicants that are using multiple funding sources to finance their Activity to upload a comprehensive Activity Sources and Uses.

8. Based on the 50 percent rule, Applicants with one or more current and open CDBG Standard Agreements (SAs), for which the expenditure deadline established in the agreement(s) has not yet passed, shall be ineligible to apply for any additional CDBG funds for the same type of Activity(ies) included in those open CDBG SAs, unless the Applicant has expended at least 50 percent of CDBG funds previously awarded, including PI, for that Activity, or unless a waiver to the rule has been approved by the Department's Director, as allowed at [HSC § 50833\(f\)](#). This includes PI only SAs approved for the same type of Activity(ies). The requirements of this subsection do not apply to OTC awards. Applications coming in under CDBG-CV are exempt from this requirement. Applicants will be required to submit their most recent Request for Funds and documentation of compliance with the 50 percent rule requirement. For awards managed through Grants Network, a screenshot of the grant administration screen at the time of submittal of the application will work as documentation for compliance with the 50 percent rule.
9. Pursuant to [24 CFR Part 5](#), all CDBG Applicants are required to verify they and their principals, or any/all persons, contractors, consultants, businesses, sub-recipients, etc., that are conducting business with the Applicant are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. Applicants and their partners, contractors, consultants and subrecipients must register with the [System for Award Management \(SAM\)](#) to do business with the U.S. government. Debarments checks that return "No Results" or "No Record Found" indicate that either the Applicant is not searching under the correct name, or that the Applicant or Applicant partner is not registered. The Department will not award any CDBG program funds to Applicants and Applicant partners, including contractors,

subrecipients, and consultants that are debarred, suspended, proposed for debarment and declared ineligible, voluntarily excluded from participation, or that are unregistered in SAM from federally assisted programs. Applicants are not required to perform debarment checks on individual Applicant or partner employees or individual persons unless that person is acting as a contractor, consultant, subrecipient, or program partner and will be receiving payment directly from CDBG funds. Applications with incomplete Debarment information will be disqualified without exception or appeal.

10. The Applicant must demonstrate, to the satisfaction of the Department, that it is meeting the State Objectives as described in Appendix I.
11. Pursuant to the National Environmental Policy Act of 1969 (NEPA), Environmental Standards must be met. Applicant must demonstrate compliance by submission of fully complete, current, and applicable Environmental Review Record forms and supporting documentation. Required NEPA process, training and current forms are available on the [HUD Exchange](#) under the 'Formats' option. Additional HUD guidance can be found at the [Orientation to Environmental Reviews](#) page also on HUD Exchange. If Applicants intend to use CDBG funding for GA Activities, a GA NEPA review will also be required at application submission, specifying the applicable exemption in [24 CFR § 58.34\(a\)](#). For ED Business Assistance and CD housing assistance activities that operate as a program but, as per HUD, require site specific environmental reviews for NEPA clearance, only a GA NEPA review is required at application. Applicants using a Tiered Review process are strongly encouraged to submit their Tier 1 review at application.
12. ED applications only - The Applicant must demonstrate capacity and experience to operate an ED Activity. Capacity and experience may be documented through one of the following commitments:
  - a. The Applicant has hired staff that are able to dedicate capacity to the operation of a CDBG-funded ED Activity. These staff must have at least:
    - three years of CDBG ED experience, or
    - five years of commercial underwriting experience plus two years of general CDBG experience.
  - b. The Applicant has a draft contract or subrecipient agreement with a qualified consultant or non-profit ED group with direct experience in CDBG ED implementation. The agreement must be fully executed, and a copy provided to the Department within 30 days of receipt of SA. Final contracts and/or subrecipient agreements must be with the same entities as proposed in draft at the time of the application. Substitutions will invalidate the application and cancel the award.



- c. The Applicant commits to partnering with the Small Business Development Centers or similar organization that has direct experience in CDBG ED program design, implementation, and commercial underwriting. This commitment will be a resolution, memorandum of understanding, or similar formal statement and will be required at application.

## **B. Application and Activity requirements**

At time of application submission, all applications must comply with and provide documentation of HUD's federal cross cutting requirements found at [24 CFR § 570.600 et seq](#), and summarized in section X Federal Program Requirements of this NOFA, and state overlays. Failure to comply with these requirements may result in disqualification of the application. State overlays are as follows:

### **1. Application verification**

Applicants must certify upon submission that their application is true and correct to the best of their knowledge. The application included required input fields, required attachment uploads, and required budgets. Selecting an input field or uploading a blank document to circumvent the application requirements invalidates the application certification and will result in immediate disqualification, without exception or appeal. Applicants that intentionally input false information or that intentionally upload blank documents will have their good standing with the Department revoked and may be determined to be ineligible for other Department funding. Intentionally providing false information is fraud. Applicants that rely on consultants or grant writers to prepare the CDBG application are strongly encouraged to review the application for completeness and correctness prior to submittal. If an input field, upload requirement, or application component is not functioning correctly or if there are system outages or other system failures prior to submittal, please contact [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov) as soon as possible to document the issue so that applications are not disqualified due to technical difficulties. Failure to contact the Department with system issues will not exempt Applicants from application verification requirements.

### **2. Gap funding and duplication of benefits**

CDBG is intended to provide stop-gap funding for crucial Infrastructure, public safety, housing, and social service projects. CDBG funds may not be obligated to Activities that are documented to already have sufficient funding for the Activity as described, or that have identified multiple funding sources for the same costs, resulting in a duplication of benefits and overfunding of the Activity. CDBG funds must be "but-for" funding for every Activity and may not be used to supplant local or state resources. CDBG grant funds cannot be used to replace funds that have been budgeted and/or expended from another funding source for the same

Activity. Pre-agreement costs are eligible provided that the initial funding for those costs is identified as a temporary funding source (such as a loan from a local fund where in the loan is float funding the CDBG Activity pre-agreement costs, but must be repaid so that the temporary loaned funds may be used as originally intended) and that the costs are actually budgeted to be part of the CDBG Activity.

### 3. Good standing

The Applicant, and any co-Applicant, together with all respective affiliates, must be in good standing with the Department (*i.e.*, are current on all loan and/or grant obligations, have a satisfactory past performance history in all of their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements). Applicants not meeting the foregoing requirements shall be ineligible to apply for or receive funding under this NOFA.

### 4. Article XXXIV

Applicants engaging in low-income housing project activities that are subject to Article XXXIV of the California Constitution must show that the project approval process complies with Article XXXIV requirements. The state statutes implementing Article XXXIV can be found at [HSC § 37000](#). Exceptions to Article XXXIV can be found at [HSC § 37001](#).

### 5. Racial equity

Applicants should prioritize the advancement of racial equity in all CDBG programs and across systems and units of government in the Jurisdiction. The Department asks Applicants to be leaders in the community, facilitating partnerships among service organizations, housing providers, units of government, businesses, the homelessness response system and other partners to promote racial equity practices. All Applicants must identify the work performed to ensure racial equity in access to programs, projects, and activities funded with CDBG resources. Applicants must commit to analyzing disproportionality in access to housing, access to services, quality of service provision and desired outcomes in Programs and Projects and affirmatively further equitable access, quality of service provision and outcomes for protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders, and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19.

Applicants cannot simply rely on delivering a standardization of services to address equity. Applicants must commit to reviewing their current policies and procedures and examining available data to ensure all eligible persons receive

equitable services, and support, and are served with dignity, respect and compassion regardless of circumstances, ability, or identity. See Appendix N for Racial Equity Resources and Tools.

When applying for 2021 CDBG funds, Applicants should consider:

- What are the community's racial demographics and the demographics of those experiencing homelessness, housing, and economic insecurity?
- What are the outcomes of the CDBG programs based on race? What are the requirements for all sub-grantees to look at data to determine racial disparities and then put a plan in place to address them?
- How do underserved and marginalized communities learn about and access CDBG program? What marketing and communication strategies are used to increase equitable access to CDBG programming?
- How does the grant-making process include prioritization for programs that are addressing the disproportionate impacts that housing insecurity, homelessness, economic insecurity, lack of access to equitable health care, and COVID-19 has on communities of color, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities?
- How are the voices of Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities and those having lived with experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing these challenges? How are they involved in the funding decision-making process?
- How are these funds accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs; how would these funds address the capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?
- Provide a list of partner organizations that are addressing racial equity in the housing and homeless response system, the economic development sector, and the health care sector and how do you partner with them.

The Department will require Applicants to submit related racial and ethnic data metrics of their CDBG programming on a quarterly reporting basis.

## **V. Application review**

All applications that pass threshold will be reviewed for Activity eligibility. Activities that do not meet program eligibility requirements will be disqualified.

### **A. Competitive applications**

Qualifying competitive applications will be scored according to the evaluation criteria outlined in the application under the Readiness Section. Scores include two components:

#### 1. Need score

Need scores use publicly available data from the U.S. Census Bureau's American Community Survey to measure poverty, housing, and economic development needs. These statistics are used to rank all eligible Non-Entitlement Jurisdictions and the rankings are translated into numeric scores. Need scores summarize the severity of a community's need for a specific Activity relative to other communities. The Department prepares the need scores and will provide the scores as Appendix A to this NOFA.

#### 2. Activity readiness

Activity readiness is an indicator of Applicant preparedness for Activity implementation. Applicants are expected to have necessary contracts and subrecipient agreements in place at the time of application submittal. Fully executed contracts and agreements will score higher than draft contracts and agreements. Applicants that will not be using contracts or subrecipient providers to carry out the Activity and will instead use Applicant staff, must clearly document that staff have the experience and capacity necessary to successfully complete the Activity. Documentation will include position description(s) for the identified staff, resumes or Curriculum Vitates for each staff person involved in the implementation of the Activity, organizational chart, and estimated workload.

Applications will be ranked based on highest score. Applicants will be notified of their point score, and the Final Point Score and Awardee List will be posted to the CDBG webpage.

## **VI. Award recommendations**

Applications that are eligible, complete, and that satisfy readiness requirements may be recommended for funding. Applicants recommended for award will officially be notified of awards through the eCivis Grants Network. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards or that fail threshold will

be officially notified via email that their application was not awarded or failed to pass threshold. The Final Award List will be posted on the CDBG webpage. Applicants may request a copy of their application reviews after the review has been completed and the Applicant has been notified of the results.

## **VII. Application submission**

### **A. Application workshops**

The Department will hold application workshops beginning in February 2021. Applicants are strongly encouraged to attend these virtual workshop sessions. Please visit the Department's [website](#) for upcoming information. Applicants are also strongly encouraged to review available webinars and Training and Technical Assistance materials on the CDBG program, the CDBG Redesign, using Grants Network, and preparing a CDBG program application in Grants Network.

### **B. Submission process**

Applicants **must** follow instructions in this NOFA, the online application, and the CDBG Program Guidelines. The Department strongly encourages Applicants have these documents on hand when completing the application. Failure to follow instructions and submit all required documentation **will** result in disqualification. Once submitted, applications must stand on their own. It is the Applicant's responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information but are unable to accept any new documentation that would provide an unfair advantage over other applications.

The CDBG Application and all required attachments must be submitted to the Department through the [eCivis Grants Network Portal](#). Applicants must certify that all information is true and complete to the best of their knowledge, on penalty of perjury.

Applicants that do not have an account with eCivis should log into the eCivis portal. Use the "Create an account" option to initiate a profile. See the available [training on the CDBG webpage](#) to learn how to open a. There is no cost associated with an eCivis account.

### **C. Disclosure of application**

Information provided in the Application will become public record available for review by the public pursuant to the California Public Records Act ([Government Code § 6250, et. seq.](#)). As such, the Department may disclose any materials provided by the Applicant to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically

requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identifying information. By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department's disclosure of the Applicant's material upon receipt of a Public Records Act request.

## **VIII. Appeal criteria and process**

### **A. Criteria**

Upon receipt of the Department's notice that an application has been determined to be incomplete or fails threshold, Applicants under this NOFA may appeal such decision(s) to the Department pursuant to this section, with the exception of the threshold items that specifically state they are exempt from appeal. No Applicant shall have the right to appeal a decision from the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto. The appeal process provided herein applies solely to decisions the Department made in this NOFA and does not apply to any decisions made with respect to any previously issued NOFAs, or decisions to be made pursuant to future program NOFAs.

### **B. Appeal process and deadlines**

In order to lodge an appeal, Applicants must submit to the Department a written appeal by the filing deadline set forth below, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area(s) of the Application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter.

Appeals are to be submitted to the Department via email at [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov).

Emails to the email address listed above will be accepted so long as the email time stamp is prior to the appeal deadline.

**Filing Deadline:** Appeals must be received by the Department no later than five (5) business days from the date the Department notifies the Applicant that their application has failed to meet eligibility, threshold, or has failed to score high enough in readiness to qualify for award. Late appeals will not be reviewed.

### **C. Appeal decisions**

It is the Department's intent to render its decision in writing within fifteen (15) business days of receipt of the Applicant's written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department with respect to the appeal.

### **D. Effectiveness**

If the applicable statutes and/or Guidelines governing the CDBG program contain an existing process for appealing decisions of the Department with respect to NOFA awards, then this section shall be inapplicable, and such existing authority shall govern all appeals.

## **IX. Awards announcement and grant implementation**

### **A. Awards announcements**

The Department anticipates awards will be announced no later than September 2021. OTC awards will be announced as applications are approved for funding. Until awards are announced, the CDBG staff will not be able to discuss the status of applications.

**Within 60 days from the award announcement date**, unsuccessful Applicants will have the opportunity to request an interview with Department staff to discuss their application. Applications and agreements are public information and are available for review upon request.

### **B. Standard Agreements**

Successful Applicants (awardees) will enter into a Standard Agreement with the Department. A draft sample Standard Agreement is included as Appendix K to this NOFA. The Standard Agreement contains all the relevant state and federal requirements, Activity performance and management requirements, and disbursement requirements. A condition of award will be that a Standard Agreement must be executed by the awardee within 30 days (contracting period) of the awardee's receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period will result in award cancellation. Award cancellations are final.



## **X. Federal program requirements**

### **A. Federal cross-cutting requirements**

The CDBG program is administered under the rules and regulations promulgated primarily in [24 CFR § 570.600 et seq.](#) These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state CDBG program, and the regulations in Part 570 are translated into required actions on the part of all Grantees of the state CDBG program.

This following is a summary of the federal cross-cutting requirements:

1. Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
2. Labor Standards (Davis-Bacon and related laws)
3. Achieving a HUD National Objective
4. Public participation requirements
5. Fair Housing and Affirmatively Furthering Fair Housing
6. Equal Opportunity and Non-Discrimination in federal Grant Programs
7. Federal Procurement Guidelines
8. National Flood Insurance Program compliance
9. Relocation and displacement requirements
10. Employment and Contracting Opportunities Section 3 Compliance
11. Lead-based paint requirements
12. No use of debarred, ineligible, or suspended contractors or sub-recipients
13. Uniform Administrative Requirements and Cost Principles
14. Conflict of interest prohibitions
15. Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
16. Compliance with Eligibility Restrictions for certain resident aliens
17. Federal reporting requirements
18. Grant and subrecipient monitoring requirements

### **B. Relocation plan requirement**

Applicants engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses must provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Applicants must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants should include relocation costs in project budgets.

Applicants must provide General Information Notices to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Grantee will enforce and manage the project's temporary relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

### **C. Procurement**

Pursuant to [24 CFR § 570.489\(g\)](#), all grantees must comply with federal procurement requirements. The Department will review the grantee's procurement documents for services (i.e., administrative sub-contractor, Davis-Bacon consultant, etc.) at time of monitoring.

Requirements for federal procurement can be found at [2 CFR § 200.317-326](#). Applicants are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 13, 2021

**Departments: Finance**

**TIME REQUIRED** 10 minutes

**SUBJECT** Mono County Revolving Loan Fund  
(RLF) Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Megan Mahaffey, Finance Accountant  
II, Patricia Robertson, Mammoth Lakes  
Housing Executive Director

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Mammoth Lakes Housing has utilized the RLF for a total of five (5) purchases of deed-restricted properties between September 26, 2017 and December 31, 2019. The outstanding loan that received a 6-month extension was paid back on March 24, 2021.

**RECOMMENDED ACTION:**

No action; informational only.

**FISCAL IMPACT:**

\$3,053 of interest earned on the recent loan payoff was moved into the Mono County Affordable Housing Fund.

**CONTACT NAME:** Megan Mahaffey

**PHONE/EMAIL:** 760-924-1836 / mmahaffey@mon.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Attachment 1: Financial Information</a>

**History**

Time	Who	Approval
4/2/2021 10:22 AM	County Counsel	Yes
4/2/2021 10:10 AM	Finance	Yes
4/9/2021 12:11 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

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*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM, MPA*  
Director of Finance

*Gerald Frank*  
Assistant Finance Director  
Treasurer-Tax Collector

TO: Mono County Board of Supervisors

FROM: Janet Dutcher, Finance Director  
Megan Mahaffey, Accountant  
Patricia Robertson, Mammoth Lakes Housing Executive Director

DATE: April 13, 2021

RE: Mono County Revolving Loan Fund (Affordable Housing) quarterly update

---

## **Recommended Actions**

- (1) Receive update from Mammoth Lakes Housing (“MLH”) staff on use of Mono County Revolving Loan Fund (Affordable Housing) (“RLF”) as required by Resolution Nos. 15-81,17-86 and R20-104;

## **Fiscal Impact**

None at this time.

## **Strategic Plan**

The RLF program moves Mono County towards the Mono County Strategic Plan by enhancing quality of life for county residents by addressing the housing crisis through policy, assistance, and development programs.

## **Background**

MLH has utilized the RLF for a total of five (5) purchases of deed-restricted properties between September 26, 2017 and December 31, 2019.

## **Discussion**

As of the last quarterly update, there was one outstanding loan due to the RLF for Meridian Court #H-101, which closed escrow on December 18, 2019. This loan was utilized to purchase a 3-bedroom, 2-bath home at Meridian Court, which is a complex in the Town of Mammoth Lakes that does not allow for long-term rentals. This home has a one-car garage and one surface parking space. This unit was occupied by long-term tenants who were unable to secure alternative housing during the holiday season. A short-term lease was entered with the tenants through May 2020. The tenants vacated the unit in June 2020 and repairs have been underway. The unit has been painted and new carpet was installed. The unit was listed for sale on February 11, 2021 at the 120% AMI level and received a lot of interest from the community. MLH entered escrow on the home on February 23, 2021 with an income-eligible household in the real estate sector. Escrow closed on March 24, 2021.

Upon transfer to the new owners, a resale restriction agreement was executed and recorded. These agreements preserve the affordability and below-market-rate value of the home for 60 years from the date of

Mono County Board of Supervisors

RE: Mono County Revolving Loan Fund (Affordable Housing) Presentation and Update

April 13, 2021

Page 2 of 2

execution. This is an asset to the community and region that helps to ensure there are quality homes affordable to members of the community and workforce.

If you have any questions regarding this agenda item or staff report, please contact Megan Mahaffey at (760) 924-1836 or [mmahaffey@mono.ca.gov](mailto:mmahaffey@mono.ca.gov).

**Attachment:**

1. Financial Information

# Mono County RLF

## SCHEDULE OF CASH TRANSACTIONS

<i>Beginning Balance</i>	<i>date</i>	<i>Transaction Amount</i>	<i>Ending balance</i>	<i>Activity detail</i>
\$ 300,000	9/26/2017	\$ (20,000)	\$ 280,000	Loan issued for home
\$ 280,000	9/30/2017	\$ 222	\$ 280,222	Interest
\$ 280,222	11/14/2017	\$ (220,000)	\$ 60,222	Loan issued for home
\$ 60,222	12/11/2017	\$ 20,000	\$ 80,222	Loan repaid after 76 days
\$ 80,222	12/26/2017	\$ 220,000	\$ 300,222	Loan repaid after 42 days
\$ 300,222	12/31/2017	\$ 517	\$ 300,739	Interest
\$ 300,739	2/28/2018	\$ (191,220)	\$ 109,519	Loan issued for home
\$ 109,519	3/31/2018	\$ 811	\$ 110,330	Interest
\$ 110,330	6/1/2018	\$ 191,200	\$ 301,530	Loan repaid after 94 days
\$ 301,530	6/30/2018	\$ 719	\$ 302,249	Interest
\$ 302,249	6/30/2018	\$ (2,249)	\$ 300,000	transfer interest to GF
\$ 300,000	11/21/2019	\$ (196,000)	\$ 104,000	Loan issued for home
\$ 300,000	12/17/2019	\$ (104,000)	\$ (0)	Loan issued for home
\$ -	10/26/2020	\$ 196,000	\$ 196,000	Loan repaid after 340 days
\$ 196,000	3/22/2021	\$ 104,000	\$ 300,000	Loan repaid after 450 days
\$ 300,000	3/25/2021		\$ 300,000	Current Balance

## SCHEDULE OF LOAN TRANSACTIONS

<i>Property Address</i>	<i>Loans Issued</i>	<i>Ending balance</i>	<i>Days outstanding</i>
61 Callahan Way, Unit 12, Door E2	\$ 20,000	\$ -	- 76 days
550 Mono Street, Unit A202	220,000	-	- 42 days
550 Mono Street, Unit C101	191,220	-	- 93 days
550 Mono Street, Unit B202	196,000	-	- 340 days
550 Mono Street, Unit H101	104,000	-	- 436 days
	<u>\$ 731,220</u>	<u>\$ -</u>	

### RLF Quick facts

Creation: 11/17/15 R15-81  
 Modified: 12/ 5/17 R17-86 & 12/8/2020 R20-104  
 Interest to date \$ 9,467  
 Average days for repayment: 203  
 Loans issued to date: 5



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 13, 2021

**Departments:** Mountain View Fire Emergency Operations Center

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Justin Nalder, EOC Director

**SUBJECT** Mountain View Fire Update

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Update on the Mountain View Fire in Walker, California.

**RECOMMENDED ACTION:**

Receive update from Incident Command for the Mountain View Fire and involved staff regarding impacts of the fire, recovery efforts, County response, debris removal and related topics. Provide any desired direction to staff.

**FISCAL IMPACT:**

No impact from this update.

**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 760-932-5453 / jnalder@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
4/7/2021 8:09 PM	County Counsel	Yes
4/7/2021 12:18 PM	Finance	Yes
4/9/2021 12:11 PM	County Administrative Office	Yes





**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 13, 2021

**Departments: Mountain View Fire Emergency Operations Center**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Justin Nalder, EOC Director

**SUBJECT** Proposed Agreements Supporting  
County Effort to Facilitate the  
Provision of Trailers to Residents in  
Mono County in Need of Temporary  
Housing as a Result of the Mountain  
View Fire, the COVID-19 Pandemic  
or Otherwise

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### **AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

The proposed agreements facilitate and support the transfer of trailers by the City of Los Angeles to IMACA and ultimately to residents of Mono County experiencing homelessness and include:

- 1) MOU among the City of Los Angeles, Mono County, and Inyo Mono Advocates for Community Action (IMACA) governing the transfer of 36 trailers by the City of LA to IMACA in return for indemnification by IMACA and Mono County.
- 2) MOU between Mono County and IMACA indemnifying Mono County against any and all claims relating to the transfer of the trailers from the City of Los Angeles to IMACA and use by IMACA to serve homelessness in the County and possibly the tri-county region under certain, specified circumstances.
- 3) Agreement among Mono County, IMACA and any trailer recipient indemnifying Mono County against any and all claims relating to the transfer of the trailers from IMACA to the individual recipient.

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### **RECOMMENDED ACTION:**

Approve County entry into and authorize CAO's signature on the proposed agreements and authorize the CAO, in consultation with County Counsel, to administer said agreements, including making minor amendments as the CAO may deem necessary provided such amendments do not substantially alter the scope of the agreements and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

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### **FISCAL IMPACT:**

Trailers are being transferred at no cost. Transportation fees and needed supplies will be paid for by donated funds from Direct Relief, not to exceed \$80,000.

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**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 760-932-5453 / jnalder@mono.ca.gov

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**SEND COPIES TO:**

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">MOU - County/City of Los Angeles/IMACA</a>
<a href="#">MOU - County/IMACA</a>
<a href="#">Transfer Agreement - County/IMACA/Trailer Recipient</a>
<a href="#">Exhibit A To TRANSFER AGREEMENT</a>

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**History**

Time	Who	Approval
4/8/2021 1:49 PM	County Counsel	Yes
4/8/2021 1:58 PM	Finance	Yes
4/9/2021 12:12 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • FAX 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** April 13, 2021  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Justin Nalder, Mountainview Fire EOC Director  
**Subject:** Proposed agreements supporting County effort to facilitate the provision of trailers to residents in Mono County in need of temporary housing as a result of the Mountain View Fire, the COVID-19 Pandemic or otherwise.

## Recommended Action:

Approve and authorize the CAO's signature on the following agreements:

1. MOU among the City of Los Angeles, Mono County, and Inyo Mono Advocates for Community Action (IMACA) governing the transfer of 36 trailers by the City of LA to IMACA in return for indemnification by IMACA and Mono County.
2. MOU between Mono County and IMACA indemnifying Mono County against any and all claims relating to the transfer of the trailers from the City of Los Angeles to IMACA and use by IMACA to serve homelessness in the County and possibly the tri-county region under certain, specified circumstances.
3. Agreement among Mono County, IMACA and any trailer recipient indemnifying Mono County against any and all claims relating to the transfer of the trailers from IMACA to the individual recipient.

## Fiscal Impact:

Travel trailer procurement, transportation fees and needed supplies will be paid for by donated funds from Direct Relief, not to exceed \$80,000.

## Discussion:

In November 2020, the Mountain View Fire ravaged the community of Walker in Mono County and destroyed approximately 143 structures, including at least 96 homes and the County's solid waste transfer station. In response to the destruction, the Mono County Board of Supervisors declared a local state of emergency on November 17, 2020; the Governor issued a Proclamation of a State of Emergency on November 19, 2020; and the Mono County Health Officer declared a local health emergency due to conditions of extreme peril caused by the Mountain View Fire, also on November 19, 2020.

Shortly thereafter, incident command was transferred to CAO Robert Lawton who initiated the Mountain View Fire Emergency Operations Center (EOC) with a mission of neutralizing the impacts of the wildfire by setting conditions to re-establish everyday life in Walker. Included in the EOC mission objectives are ensuring needs assessments are completed and providing immediate to mid-term housing for displaced families of the Mountain View Fire.

Immediate sheltering options were provided to the homeless through Red Cross assistance and needs assessment interviews were completed during this time. Qualified parties were then identified for mid-term housing. A rare opportunity arose for the acquisition of travel trailers which would meet the needs of mid-term housing through surplus trailer inventory held by the City of Los Angeles. Accordingly, an Agreement has been reached for the transfer of 36 trailers, identified by VIN (and purposefully selected to match the needs of select fire victims), by the City of Los Angeles to IMACA in return for indemnification by IMACA and Mono County.

To support the transfer, Mono County will be inspecting and arranging for transport of 31 trailers from Los Angeles to Mono County to be delivered to the Antelope Valley Community Center; the additional five trailers will be delivered to IMACA, in Inyo County, for homelessness services in Mono County, and in Inyo and Alpine counties, provided those counties agree to indemnify Mono County and LA City. IMACA will inspect, receive,

and take possession as sole owner of the trailers, from the City of Los Angeles, and ensure the transfer of the Unit(s) to the individual recipients.

As additional support to the recipients, the County will provide accessories to hookup and install the trailers. These items include freshwater hose, sewer hose with fittings, a 30- or 50- amp adapter, heat tape, wheel chocks and a high-water pressure adapter. It is not intended that the County will install, arrange for install or pay the cost of installation of these items. Items will be purchased with donated funds from Direct Relief. Once the recipients are in possession of the travel trailers, as approved through a Temporary Emergency Dwelling (TED) permit provided by Community Development Department, all responsibility for use and upkeep lies with them. Note that if the owner no longer needs or wants the unit(s), it shall be offered to IMACA at no cost for first right of refusal.

Agreements governing and supporting each of the above-mentioned endeavors are included in today's agenda packet for Board approval. Staff respectfully requests Board approve and authorize CAO Lawton to execute said agreements on behalf of the County and thus enabling the fulfillment of critical mission objectives for the Mountain View Fire recovery effort.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Justin Nalder  
Solid Waste Superintendent / Environmental Director

Attachments:

- Agreement among the City of Los Angeles, Mono County, and the Inyo Mono Advocates for Community Action (IMACA) governing the transfer of 36 trailers by the City of LA to IMACA in return for indemnification by IMACA and Mono County.
- Agreement between Mono County and IMACA indemnifying Mono County and the City of LA against any and all claims relating to the transfer of the trailers from the City of Los Angeles to IMACA and use by IMACA to serve homelessness in the County.
- Agreement among Mono County, IMACA and any trailer recipient indemnifying Mono County against any and all claims relating to the transfer of the trailers from IMACA to the individual recipient.

**MEMORANDUM OF UNDERSTANDING  
TO TRANSFER OWNERSHIP OF STATE PROVIDED TRAILERS BETWEEN THE  
CITY OF LOS ANGELES, MONO COUNTY, AND THE INYO MONO ADVOCATES  
FOR COMMUNITY ACTION, INC. FOR HOMELESSNESS RELIEF**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU)**, is created among the City of Los Angeles, a municipal corporation (hereinafter City), and Mono County, a governmental agency (hereinafter County), and Inyo Mono Advocates for Community Action, Inc., a non-profit agency (hereinafter IMACA or Recipient) to transfer ownership of State of California provided trailers in possession of the City to IMACA for homelessness response needs related to COVID-19 and fire relief.

**RECITALS**

**WHEREAS**, in January of 2020 the World Health Organization (“WHO”) declared the outbreak of novel Coronavirus 2019 (“COVID-19”) a global health emergency and on March 11, 2020 the WHO designated the outbreak as a pandemic; and

**WHEREAS**, on March 4, 2020, the Mayor of the City of Los Angeles (“Mayor”) declared a local emergency pursuant to Los Angeles Administrative Code (“LAAC”) Section 8.21 et seq., (“Declaration of Local Emergency”); and

**WHEREAS**, on March 6, 2020, the City Council approved a resolution ratifying the Declaration of Local Emergency; and

**WHEREAS**, on March 3, 2020, the Governor of the State of California (“Governor”) declared a state of emergency as a result of the COVID-19 pandemic, pursuant to the California Emergency Services Act and section 8625 of the California Government Code; and

**WHEREAS**, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local and public health emergency in response to the increased spread of COVID-19; and

**WHEREAS**, between March 20, 2020 and April 2, 2020, the State donated to the City trailers, purchased by the State, to be used for the City’s homelessness response to COVID-19; and

**WHEREAS**, the City wishes to transfer to IMACA thirty-six (36) trailers for public services to be rendered to those experiencing homelessness in Mono, Inyo and Alpine Counties; and

**WHEREAS**, in accordance with a separate agreement entered into between IMACA and County, IMACA will utilize the trailers to house individuals experiencing homelessness in Mono, Inyo and Alpine Counties as a result of the recent Mountain View Fire and to house those in need of temporary housing, or a location for quarantine and/or isolation due to COVID-19; and

**WHEREAS**, use of the trailers for those experiencing homelessness or a need to isolate or quarantine due to the COVID-19 pandemic, or homelessness as a result of the Mountain View Fire, serves a public purpose by aiding in COVID-19 response, providing shelter and facilitating community fire recovery; and

**WHEREAS**, the use of the trailers for public service for those experiencing homelessness constitutes a public purpose; and

**WHEREAS**, all or some of the trailers being transferred have been used by the City prior to the transfer for the City's response to the homeless crisis and are being transferred as is; and

**WHEREAS**, use of the trailers for 24 hour homeless shelters may void the manufacture's warranties; and

**WHEREAS**, in consideration of the public purposes described above and the benefits provided to its citizens, County is willing to indemnify the City in the manner and to the degree outlined in the below provisions in order to facilitate transfer of the trailers to IMACA; and

**NOW THEREFORE**, the Parties hereto covenant, represent and agree as follows:

1. The City shall provide thirty-six (36) trailers to Recipient for the purpose of providing housing to the homeless community in Mono, Inyo and Alpine Counties, and to serve as facilities for isolation and/or quarantine of individuals affected by COVID-19. Transfer of the trailers, identified by VIN number in the attached Schedule A, fully incorporated herein, shall be deemed to have taken place when IMACA has accepted delivery of the trailers at a time and place to be determined by the Parties.

2. Recipient and the County understand and agree that the trailers shall be transferred to Recipient with no express or implied warranties. The City expressly disclaims any warranties of fitness for purpose and merchantability. The City makes no representation that the trailers can be operated in any capacity. Recipient shall perform any inspection it desires prior to receipt of the trailers, and Recipient shall accept the trailers in "as is" condition. Recipient and the County releases the City from any and all claims of defect of the trailers or due to failure of the trailers to perform as intended by Recipient.

3. Recipient and County expressly waive any and all rights under Section 1542 of the Civil Code of the State of California, or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision, similar to Section 1542 ("Similar Provision"). Thus, Recipient may not invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner any claims released.

Section 1542, provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

4. County shall indemnify, defend and hold harmless the City, its officers, employees and agents, from any third party claims of personal or real property damage arising from the use of the trailers after transfer of the trailers to Recipient.

5. Recipient shall make all necessary arrangements for the transportation of the trailers to its facilities.

6. Recipient shall complete transfer of title in the aforementioned trailers to reflect IMACA as the registered owner of the subject trailers. Proof of title paperwork being filed within the Recipient's jurisdiction must be provided to City prior to the physical transfer of the trailers can take place.

7. The contact for the City of Los Angeles shall be: Richard Coulson, Assistant General Manager, Fleet and Fuel Services, General Services Department, 111 E First Street, Los Angeles, CA 90012, (213) 928-9575, richard.coulson@lacity.org.

8. The contact for Mono County shall be: Robert Lawton, County Administrative Officer, P.O. Box 696, Bridgeport, CA 93517, (760) 932-5415, rlawton@mono.ca.gov.

9. The contact for IMACA shall be: Larry Emerson, Housing and Planning Director, 137 E. South Street, Bishop, CA 93514, (760) 873-7709, ext. 1026, lemerson@imaca.net.

10. This Agreement shall be interpreted in accordance with the laws of the State of California.

**(Signature Page to Follow)**



**IN WITNESS THEREOF**, the California State Department of General Services, City of Los Angeles and \_\_\_\_\_, have caused this Agreement to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES**

By: \_\_\_\_\_  
TONY M. ROYSTER, General Manager  
Department of General Services

Date: \_\_\_\_\_

**IMACA**

By: \_\_\_\_\_  
ROBERT HUGHES  
Executive Director, IMACA

Date: \_\_\_\_\_

**MONO COUNTY**

By: \_\_\_\_\_  
Robert Lawton  
CAO, Mono County

Date: \_\_\_\_\_

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
KIMBERLY MIERA  
Deputy City Attorney

Date: \_\_\_\_\_

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM and RISK:

\_\_\_\_\_  
Stacey Simon, Mono County Counsel

\_\_\_\_\_  
Jay Sloane, Mono County Risk Manager

**SCHEDULE A  
VIN NUMBERS OF TRAILERS TO BE  
TRANSFERRED:**

1UJBJ0BM4L75N0237  
1UJBJ0BMXL75N0145  
1UJBJ0BN0L1T80390  
1UJBJ0BN0L75U0202  
1UJBJ0BP5L75W0415  
1UJBJ0BP8L75W0473  
1UJBJ0BR5L75D0196  
1UJBJSBP9L75Y0159  
4YDT21521LY936994  
4YDT24324LM932417  
4YDT2432XLX433538  
4YDT24421LY936108  
4YDT24426LY936105  
4YDT24428LY931732  
4YDT24S2XLC508117  
4YDT2512XLM932480  
4YDT25723LX432280  
4YDT26224LY933766  
4YDT26226LY932599  
4YDT26326LY936697  
4YDT26329LY936127  
4YDT28323LM937454  
4YDT2832XLM936155  
4YDT29026LX433599  
5SFB3227LE432873  
5SFNB2727LN433337  
5SFNB272XLN420520  
5SFNB3125LN424358  
5SFNB3529LN430450  
5SFNB3622LN430143  
5SFNB3628LN434133  
5SFPB2624LE435413  
5SFPB2625LE429345

5SFPB2627LE429346

5SFPB2628LE425063

5SFPB3220LE429409

**A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONO AND THE INYO MONO ADVOCATES FOR COMMUNITY ACTION, INC. GOVERNING THE TRANSFER AND DELIVERY OF TRAILERS TO QUALIFIED RESIDENTS EXPERIENCING HOMELESSNESS**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, is created between Mono County, a political subdivision of the State of California (**County**), and Inyo Mono Advocates for Community Action, Inc., a non-profit agency (**IMACA**) to establish and govern the process for transfer and delivery of trailers, suitable for living, to qualified residents in Mono Counties for homelessness response needs.

**RECITALS**

**WHEREAS**, following the World Health Organization’s designation of novel Coronavirus 2019 (“COVID-19”) as a global pandemic on March 11, 2020, the Governor of the State of California declared a state of emergency on March 3, 2020 and subsequently, on March 15, 2020, the Mono County Health Officer declared a local health emergency, which was ratified by the Mono County Board of Supervisors on March 17, 2020, at which time the Board also declared a state of emergency under the California Emergency Services Act all related to the pandemic; and

**WHEREAS**, as a result of the pandemic and related economic hardship, many Mono County residents are experiencing or may experience homelessness; and

**WHEREAS**, in November 2020, the Mountain View Fire ravaged the community of Walker in Mono County and destroyed approximately 143 structures, including at least 96 homes; and

**WHEREAS**, the Mono County Board of Supervisors declared a local state of emergency on November 17, 2020; the Governor issued a Proclamation of a State of Emergency on November 19, 2020 and on that same date, the Mono County Health Officer declared a local health emergency due to conditions of extreme peril caused by the Mountain View Fire; and

**WHEREAS**, as a result of the fire, over 70 families and individuals lost their homes, many of whom have no permanent alternative place of residence and no means to protect their property as they begin the slow process of clearing their land, addressing hazards and safety issues, and rebuilding; and

**WHEREAS**, the Mono County Board of Supervisors adopted Resolution R20-103 on December 15, 2020, authorizing, among other things, the temporary placement of recreational vehicles (RVs) on vacant property during construction of a main building without a Director Review Permit subject to Temporary Emergency Dwelling (TED) Standards; and

**WHEREAS**, the Eastern Sierra Continuum of Care (CoC), to which the County and IMACA belong, is an unincorporated organization designated by the U.S. Department of Housing and Urban Development to service and implement homelessness prevention programs throughout Inyo, Mono, and Alpine Counties; and

**WHEREAS**, between March 20, 2020 and April 2, 2020, the State of California donated to the City of Los Angeles trailers, purchased by the State, to be used for the City's homelessness response to COVID-19; and

**WHEREAS**, in return for indemnification by the County and IMACA, and conditioned upon approval of this agreement, in March 2021, the City of Los Angeles agreed to transfer ownership of thirty-six (36) trailers to IMACA to be provided to individuals experiencing homelessness in Mono County; and

**WHEREAS**, in return for the County's assistance in transportation and delivery of the trailers, and its agreement to join IMACA in indemnifying the City of Los Angeles, IMACA will transfer ownership of thirty-one (31) of the trailers to victims of the Mountain View Fire who are in need of temporary housing in Mono County and retain and utilize the additional five (5) trailers for CoC homelessness services in Mono County.

**NOW THEREFORE**, the Parties hereto covenant, represent and agree as follows:

1. The County shall facilitate and aid in the transfer to IMACA by the City of Los Angeles of thirty-six (36) trailers for the purpose of providing temporary housing for victims of the Mountain View Fire in Mono County; providing housing to homeless individuals and to serve as facilities for isolation and/or quarantine of individuals affected by COVID-19 in Mono County. Transfer of the trailers, identified by VIN number in the attached Exhibit A, fully incorporated herein, shall be deemed to have taken place when IMACA has accepted delivery of the trailers at a time and place to be determined by IMACA, the County and the City of Los Angeles.

2. On behalf of IMACA, the County shall inspect, fund and arrange for the transportation and delivery of thirty-one (31) trailers (selected from the list in Exhibit A) from Los Angeles to the Antelope Valley Community Center in the community of Walker in Mono County and of five (5) trailers (selected from the list in Exhibit A) from Los Angeles to a specified location in Inyo County to be determined by the Parties.

3. IMACA shall complete transfer of title in the aforementioned trailers to reflect IMACA as the registered owner of the subject trailers. Proof of title paperwork being filed within IMACA's jurisdiction must be provided to County within thirty (30) days of the execution of this MOU.

4. The Parties agree that the thirty-one (31) trailers transported and delivered to the Antelope Valley Community Center in Mono County shall be distributed to victims of the Mountain View Fire and that IMACA and the County, in their sole discretion, shall determine distribution of trailers to victims using mutually agreed upon criteria. Each recipient hereto shall execute an agreement under Paragraph 8 below and shall become the sole owner of the trailer(s) thereby received from IMACA. IMACA understands and agrees that trailers shall

not be distributed to any Tribe or to any individual for use on Tribal Land without the written permission of the Mono County CAO and unless the Tribe agrees, in writing, to defend, indemnify and hold harmless Mono County and the City of Los Angeles from liabilities associated with such use as provided below.

5. The Parties further agree that the five (5) trailers transported and delivered to a specified location in Inyo County shall remain under IMACA's sole ownership and that IMACA shall distribute, transfer and/or use these trailers as a function of the CoC to or on behalf of residents of Mono County, exclusively, who are experiencing homelessness or a need to isolate or quarantine as a result of COVID-19. IMACA understands and agrees that the five (5) trailers shall not be distributed, transferred or used for a resident of any other county without the written permission of the Mono County CAO and unless the county of residence agrees, in writing, to defend, indemnify and hold harmless Mono County and the City of Los Angeles from liabilities associated with such use as provided below.

6. IMACA understands and agrees that the trailers shall be delivered with no express or implied warranties. The County expressly disclaims any warranties of fitness for purpose and merchantability. The County makes no representation that the trailers can be operated in any capacity. IMACA shall perform any inspection it desires prior to receipt of the trailers, and IMACA shall accept the trailers in "as is" condition. IMACA releases the County from any and all claims of defect of the trailers or damage to the trailers incurred during transport from Los Angeles or due to failure of the trailers to perform as intended by IMACA.

7. IMACA expressly waives any and all rights under Section 1542 of the Civil Code of the State of California, or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision, similar to Section 1542 ("Similar Provision"). Thus, IMACA may not invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner any claims released.

Section 1542, provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

8. IMACA shall indemnify, defend with Counsel acceptable to County, and hold harmless the County, its officers, employees and agents, from any third-party claims of personal or real property damage arising from the use of the trailers after transfer of the trailers to any recipient. IMACA shall require any third-party recipient of a trailer subject to this Agreement to execute an agreement releasing the County from any and all claims arising out of ownership and possession of the trailers.

## 9. INSURANCE

IMACA shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by IMACA, its agents, representatives, employees, or subcontractors:

Workers' Compensation. IMACA shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by IMACA, its employees, agents, and subcontractors.

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by IMACA under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance. A policy of comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by IMACA under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the IMACA shall





## EXHIBIT A

1UJBJ0BM4L75N0237  
1UJBJ0BMXL75N0145  
1UJBJ0BN0L1T80390  
1UJBJ0BN0L75U0202  
1UJBJ0BP5L75W0415  
1UJBJ0BP8L75W0473  
1UJBJ0BR5L75D0196  
1UJBJSBP9L75Y0159  
4YDT21521LY936994  
4YDT24324LM932417  
4YDT2432XLX433538  
4YDT24421LY936108  
4YDT24426LY936105  
4YDT24428LY931732  
4YDT24S2XLC508117  
4YDT2512XLM932480  
4YDT25723LX432280  
4YDT26224LY933766  
4YDT26226LY932599  
4YDT26326LY936697  
4YDT26329LY936127  
4YDT28323LM937454  
4YDT2832XLM936155  
4YDT29026LX433599  
5SFB3227LE432873  
5SFNB2727LN433337  
5SFNB272XLN420520  
5SFNB3125LN424358  
5SFNB3529LN430450  
5SFNB3622LN430143  
5SFNB3628LN434133  
5SFPB2624LE435413  
5SFPB2625LE429345  
5SFPB2627LE429346  
5SFPB2628LE425063  
5SFPB3220LE429409

**AGREEMENT FOR TRANSFER OF A RESIDENTIAL TRAILER  
TO CERTAIN RESIDENTS OF MONO COUNTY**

**THIS AGREEMENT (“Agreement”)** is executed at Bridgeport, California, on \_\_\_\_\_, 2021 (“**Execution Date**”) by and among the County of Mono, a political subdivision of the State of California (“**County**”), Inyo Mono Advocates for Community Action (“**IMACA**”) and \_\_\_\_\_, a resident of Mono County (“**Transferee**”). County, IMACA and Transferee are referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS:**

**A.** IMACA is in possession of trailers, which it received from the City of Los Angeles, and which it is willing to make available to serve as Temporary Emergency Dwelling (TED) units for residents of Mono County.

**B.** County has facilitated the transfer and delivery of these trailers, from IMACA, to serve as TED units for those individuals, qualified pursuant to criteria established by the County, residing in Mono County who have been displaced by the Mountain View Fire or who are otherwise affected by homelessness.

**C.** Transferee meets the criteria established by the County for receipt of a TED and has a need for such temporary replacement housing.

**D.** County is willing to facilitate the provision of trailers (“**Unit(s)**”) to Transferee, based upon the needs of the Transferee, on the following terms and conditions.

**AGREEMENT:**

**1.** **Term:** This Agreement shall remain valid so long as Transferee is in possession of the Unit(s) delivered to Transferee pursuant to this Agreement. However, the terms of **Section 7** shall survive the expiration or termination of the Agreement.

**2.** **Party Obligations:**

**a.** **IMACA** – IMACA shall inspect, receive, and take possession as sole owner of the trailers, from the City of Los Angeles, and ensure the transfer of the Unit(s) to the Transferee pursuant to the terms set forth herein.

**b.** **County** – County shall inspect, fund and arrange for transport of the trailers from Los Angeles to Mono County and delivery to the Antelope Valley Community Center (“**Community Center**”) located at 442 Mule Deer Road in Walker, California. In the event Transferee cannot arrange for pickup of the Unit(s) from the Community Center, County shall deliver the Unit(s) to a location decided upon, in advance, by the Parties.

**i.** **Utility Connections** – County shall provide Transferee with the following installation accessories to support hookup and installation of

the Unit(s): freshwater hose, sewer hose with fittings, a 30- or 50-amp adapter, heat tape, wheel chocks and a high-water pressure adapter. However, neither County nor IMACA shall have any obligation to install such connections, arrange for their installation, or pay any costs or fees associated therewith.

c. **Transferee** – agrees to accept, as sole owner and possessor, the Unit(s) from IMACA. Transferee shall arrange to pickup the Unit(s) at the Community Center at a time agreed upon, in advance, by the Parties. In the event Transferee cannot arrange for pickup of the Unit(s) from the Community Center, Transferee shall notify the County in advance and arrange for delivery by the County to an alternative location agreed upon, in advance, by the County and Transferee.

- i. Utility Connections – Notwithstanding the installation accessories provided by the County, Transferee shall arrange for, and pay all costs associated with, the installation of utility connections, including, but not limited to: water, electricity, internet, sewer or septic, etc. Neither County nor IMACA shall have any obligation to install such connections, arrange for their installation, or pay any costs or fees associated therewith.
- ii. Use as Residence -- Transferee shall use the Unit(s) as a residence for Transferee and Transferee’s household. Transferee shall not use or permit the Unit(s) to be used for any other purpose without the prior written consent of County and IMACA.
- iii. No Nuisance – Transferee shall not do or permit any act or thing to be done that will unlawfully obstruct or interfere with the rights of any other person or injure or annoy others. Transferee shall not cause, maintain, or permit any nuisance or waste on or about the Unit(s), or allow the Unit(s) to be used for any unlawful purpose.
- iv. No Transfer – If, within the first 12-months of ownership, Transferee no longer needs or wants the Unit(s), Transferee shall offer to return the Unit(s) to IMACA at no cost to IMACA. Should IMACA decline to accept return of the Unit(s), Transferee shall be solely responsible for offloading the Unit(s).

3. **Condition of Unit(s):** Neither County nor IMACA warrants the condition of the Unit(s) or of the installation accessories provided, and each expressly disclaims all liability for the condition of any Unit(s) and of any installation accessories provided to Transferee. Transferee accepts the Unit(s) and the installation accessories provided in “as-is” condition, subject to and including all defects, latent, and/or patent.

**4. Repair and Maintenance:**

**a. Transferee's Responsibilities** – Transferee shall have sole responsibility for all aspects of repair and maintenance to all exterior and interior portions of the Unit(s) and any installation accessories, including but not limited to roof, plumbing, air conditioning, heating, electrical systems, lighting fixtures, including ballast and lamp replacement, glass replacement, exterior and interior surfaces, floor coverings, annual servicing of fire extinguishers, and other repair, replacement, maintenance, and upkeep of any kind. Transferee shall be responsible for pest control, and other upkeep as necessary.

**b. Compliance** – Transferee shall comply with all applicable state and local laws and regulations in the maintenance, use and enjoyment of the Unit(s), including but not limited to the Mono County TED Standards which are attached hereto as Exhibit A and incorporated herein by reference.

**5. Taxes and Assessments:** Transferee shall be responsible for and shall pay any and all taxes, fees and assessments, including but not limited to fees for registering the Unit(s) or fees owed to the California Department of Motor Vehicles, which may be due and owing in connection with the Unit(s).

**6. Damage and Destruction:** If the Unit(s) is damaged or destroyed by fire or casualty, the damaged Unit(s) shall be repaired or disposed of by Transferee at its sole cost.

**7. Indemnification:**

**a. In General** – Transferee shall indemnify and hold harmless IMACA and County, their governing boards, commissions, elected and appointed officials, employees, agents, volunteers, and authorized representatives, and each of them (“**Indemnified Parties**”), against any and all actions, lawsuits, proceedings, losses, costs, expenses, claims, fines, liabilities, fees and costs of legal counsel, costs of staff time, investigation, expert and consultant fees and costs, and damages, including liability for personal injuries or death or property damage, and workers’ compensation claims or suits arising from or related to this Agreement or the provision of the Unit(s) pursuant hereto (“**Claims**”).

**b. Survival of Indemnification Obligations** – Transferee’s obligations under this **Section 7** shall survive the expiration or termination of this Agreement.

**8. Release and Waiver; Waiver of Civil Code Section 1542:**

**a. Release and Waiver** – Transferee releases the Indemnified Parties from all Claims, and waives all Claims against the Indemnified Parties, that it may have as of the Execution Date, relating to this Agreement and any acts or omissions the Indemnified Parties.

**b. Waiver of Civil Code Section 1542** – Transferee waives all rights under California Civil Code 1542, and all rights arising under any similar laws, whether local, state, or federal. Section 1542 provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release,

which if known by him must have materially affected his settlement.”

**9. No Waiver of Breach:** The waiver of any term, covenant, or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the term, covenant or condition contained in this Agreement, and no custom or practice that may arise between the Parties during the course of this Agreement shall be construed to waive or lessen the right to the performance by Transferee in strict accordance with the terms of this Agreement.

**10. No Assignment** – Transferee shall not assign, transfer, or otherwise convey this Agreement, or any of its rights and interests hereunder, without the prior written consent of County and IMACA.

**11. Notices:** All notices herein provided to be given, or which may be given, by either Party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Transferee:

To County:                   John Craig  
Assistant CAO  
P.O. Box 696  
Bridgeport, CA 93517  
jcraig@mono.ca.gov

To IMACA:                   Larry Emerson  
IMACA Housing and Planning Office  
137 E. South Street  
Bishop, CA 93514  
[lemerson@imaca.net](mailto:lemerson@imaca.net)  
(760) 873-7709

The address to which the notices shall be mailed to a Party may be changed by written notice given by such Party to the others, but nothing shall preclude the giving of any such notice by personal service.

**12. Miscellaneous Provisions:**

**a. Negation of Partnership** – Neither County nor IMACA shall become or be deemed a partner or joint venturer with Transferee by reason of the provisions of this Agreement. Transferee shall not for any purpose be considered an agent, officer, or employee of County or IMACA.

- b. **Conflict of Interest** – The Parties have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All Parties agree that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist as of the Execution Date, County may immediately terminate this Agreement by giving written notice to Transferee. The Parties shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.
- c. **Incorporation of Prior Agreements** – This Agreement contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- d. **Remedies Not Exclusive** – The use of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such Party of, or limit the application of, any other remedy provided by law, at equity, or otherwise.
- e. **Severability** – If any part, term, portion, or provision of this Agreement is decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.
- f. **Governing Law; Venue** – The Parties agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California. If either Transferee or County initiates an action to enforce the terms of this Agreement or declare rights hereunder, including actions on any bonds and/or surety agreements, the venue thereof shall be the County of Mono, State of California, it being understood that this Agreement is entered into, and will be performed, within the County of Mono.
- g. **Compliance with Laws** – Transferee shall, at its sole cost, promptly comply with all Applicable Laws, including Environmental Requirements, and the standards outlined in Attachment A, which may in any way apply to the use, operation, repair, maintenance, occupation of, or operations or construction on, the Unit(s).
- h. **Successors** – Subject to **Section 7**, all terms, covenants, and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.
- i. **No Third Party Beneficiaries** – This Agreement is made for the sole benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, and no other persons shall have any right of action hereon.
- j. **Modification** – This Agreement may be modified or amended only by a written document signed by the Parties.
- k. **Authorization** – Each individual executing this Agreement on behalf of a Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of that Party, and that this Agreement is binding upon all Parties in accordance with its terms.



- l. Construction** – The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, or have had the opportunity to do so and have declined, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.
- m. Recitals** – Each of the recitals is incorporated in this Agreement by reference as if fully set forth, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in consenting to the provisions of this Agreement and in interpreting its provisions.
- n. Captions** – Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.
- o. Time of Essence** – Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

The Parties have executed this Agreement on the Execution Date.

**COUNTY OF MONO:**

**TRANSFeree:**

By \_\_\_\_\_  
Robert Lawton, CAO

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

**IMACA:**

By \_\_\_\_\_  
Robert Hughes  
Executive Director

**APPROVED AS TO FORM:**

Office of County Counsel

By \_\_\_\_\_

**APPROVED BY RISK MANAGEMENT**

By \_\_\_\_\_  
Risk Manager

**EXHIBIT A**

**TEMPORARY EMERGENCY DWELLING (TED) STANDARDS**

To protect the residents, the following conditions are set forth for occupancy on parcels with structures destroyed by the fire.

1. Right of entry to the parcel is subject to the Mono County Public Health Department Public Health Order dated 19 November 2020 until modified or rescinded.
2. A Temporary Emergency Dwelling (TED) shall include provisions for sleeping, eating, cooking, sanitation and water supply and includes:
  - a. A recreational vehicle (RV) registered or licensed with the CA Department of Motor Vehicles that is mobile under its own power or through towing/carrying by another vehicle and is not intended to be inhabited on a permanent basis. Examples include a motor home, travel trailer, fifth wheel, free standing cab-over camper, tiny home on wheels, and similar units designed for human habitation and emergency occupation.
  - b. Mobile home / Manufactured Dwelling, which is a structure certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 and designed for, or occupied exclusively by, one family.
3. Placement of a TED is subject to the following requirements of the Mono County Environmental Health Division: hazardous waste material management and clean up, well and septic approvals and permits.
4. No other imminent health and safety hazards exist on the parcel, as determined at the discretion of the Director of Environmental Health.
5. Addressing:
  - a. Locations: Existing addresses for the property shall be placed in a visible location at the entrance to the property and/or near the TED at the following location:
    - i. If the driveway branches within the property to multiple dwellings on the property, an address sign shall also be placed at the intersection indicating the direction to each dwelling.
  - b. Size and Type of address numbers / letters: Per Section 505.1 of the 2019 California Fire Code, lettering shall be a minimum of 4 inches in height with a 0.5-inch stroke on a reflective or contrasting background.
6. The following requirements apply to the placement of a TED:
  - a. One TED is allowed per destroyed residence; an exception may be made if the square footage or number of bedrooms of the TED is significantly less than the original residence, as determined by the Community Development Director. No more than two (2) TEDs are permitted per parcel, unless otherwise approved by the Community Development Director based on proof of more than two legal residences.
  - b. The TED is only occupied by persons who resided on the parcel in the damaged/destroyed home and are now displaced due to the fire. An exception may be made for displaced persons to occupy a TED on a different property while rebuilding the damaged/destroyed residence provided the APN of the damaged/destroyed residence and the APN of the TED are both recorded and other standards are also met.
  - c. Use of any TED is subject to the following timelines: 1) Up to three years to submit a complete building permit for the permanent reconstructed residence from the date of written notification from the property owner to the Community Development Department, which may be extended by the Community Development Director based on a written quote or contract from a design professional exceeding the allotted timeframe; and 2) Up to three years to complete construction of the permanent reconstructed residence or until the certificate of occupancy is issued, whichever occurs first. The Building Official may issue extensions for the building permit beyond three years provided sufficient evidence of extenuating circumstances. The TED must

Exhibit A

no longer be occupied as a temporary dwelling upon issuance of the Certificate of Occupancy or expiration of the timeframes, whichever occurs first. Unless otherwise approved by the Community Development Director, the TED must be removed from the parcel once no longer used for that purpose.

- d. Placement of the TED meets the following setbacks:
    - i. Minimum setbacks for the property's land use designation.
    - ii. A TED shall not be placed in any easements.
  - e. Use of the TED is not detrimental to public health, safety or general welfare or create a public nuisance.
  - f. If applicable, separate access to the fire debris cleanup work area and to TED should be provided or residents should refrain from utilizing shared access during those periods when active fire debris clean-up operations are occurring.
  - g. Residents should take proper precautions to protect from ash, hazardous materials, and injury, which may include sheltering in the TED while on the parcel when not otherwise performing essential outdoor on-site, work and wearing appropriate PPE including N95 respirators, appropriate clothing, and if applicable, gloves. Residents shall refrain from approaching active cleanup operations. Contact the Environmental Health Division for further guidance.
7. The Community Development Director, within her sole discretion, may accept alternatives to these standards that offer similar protections, or impose additional requirements, based on specific site conditions to protect public health.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I FULLY UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS STATED ABOVE:

PROPERTY APN/ADDRESS: \_\_\_\_\_

APPLICANT NAME (printed): \_\_\_\_\_

APPLICANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 13, 2021

**Departments: Probation**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Karin Humiston, Chief Probation  
Officer

**SUBJECT** Allocation List Amendment -  
Probation Department

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add one (1) Behavioral Health Services Coordinator, remove one (1) Deputy Probation Officer III position and add one (1) Deputy Probation Officer IV position in Probation.

**RECOMMENDED ACTION:**

Adopt proposed resolution R21-\_\_\_\_, Amending the County of Mono List of Allocated Positions to add one (1) Behavioral Health Services Coordinator, remove one (1) Deputy Probation Officer III position and add one (1) Deputy Probation Officer IV position in Probation. Provide any desired direction to staff.

**FISCAL IMPACT:**

No fiscal impact to the General Fund. The cost of promoting the existing Deputy Probation Officer from a III to a IV position for the remainder of this fiscal year is \$1,203 and \$5,105 annually. The salary and benefits for the Behavioral Health Services Coordinator position for the remainder of this fiscal year is \$17,284 and \$89,877 annually. Additional salary and benefit costs are to be paid for from a combination of the new Department of Social Services Family Urgent Response System (FURS) fund and SB 678 fund.

**CONTACT NAME:** Karin Humiston

**PHONE/EMAIL:** 7609325572 / jlmills@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">Current Organizational Chart</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/2/2021 10:22 AM	County Counsel	Yes
4/7/2021 12:43 PM	Finance	Yes
4/9/2021 12:12 PM	County Administrative Office	Yes



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517  
BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-5571  
MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

Date: April 13, 2021  
To: Honorable Board of Supervisors  
From: Karin Humiston, Chief of Probation  
Subject: Allocation List Amendment

**Recommended Action:**

Adopt proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add one (1) Behavioral Health Services Coordinator, remove one (1) Deputy Probation Officer III and add one (1) Deputy Probation Officer IV (nonsupervisory, lead) in Probation.

**Discussion**

Within the past 10 years, California law has changed considerably with a focus on evidence-based and treatment-based practices for probation clients. Recently, Assembly Bill 1950 reduced term limits for probation for specific crimes, specifically one (1) year for misdemeanors and two (2) years for felonies. The shortened length of sentences reduces time for rehabilitative services. The addition of the Behavioral Health Services Coordinator shall expedite services, assist with crisis intervention, and case management services to mental health, substance abuse and dual diagnosis clients and provide a staff member to spend time with those clients needing attention. In their role under the FURS system, the Behavioral Health Coordinator will serve as a "lead" FURS response team member and will ensure all WRAP/FURS team members are prepared to manage crises, offer parenting coaching, develop resource and safety plans for families, and work closely with the Social Services Analyst on FURS program development/implementation.

Family Urgent Response System (FURS) is a coordinated statewide, regional, and county-level system designed to provide collaborative and timely state-level phone-based response, as well as county-level in-home, in-person mobile response during situations of instability for purposes of preserving the relationship of the caregiver and the child or youth. Pursuant to Department of Social Services County Fiscal Letter NO. 20/21-52 Family Urgent Response System (FURS) General Fund Planning Allocation, Mono County could receive up to \$443,508. It is the intention of Probation and Social Services to share the Behavioral Health Services Coordinator for dual purposes, including FURS implementation, with Probation retaining supervisory authority.

The current organizational chart reflects seven (7) Deputy Probation Officers I/II/III and two (2) Deputy Probation Officer V – Managers. One Deputy Probation Officer I/II/III position shoulders many duties of including intensive supervision, high risk supervision, Post Release Community Supervision and Mandatory Supervision, Drug Court, Safety Officer, Court Report Reviewer in the absence of supervisors, Peer Support Officer and is lead officer on the Field Unit Team. It is recommended that a Deputy Probation Officer I/II/III position be removed, and a Deputy Probation Officer IV non-supervisory position be added.

Position Title	FY 2020-21 Current Approved Allocations		FY 2020-21 Proposed Allocation Changes	
	FTE	Budgeted Salary	FTE	Budgeted Salary
Chief Probation Officer	1.00	\$ 132,163.00	1.00	\$ 132,163.00
Deputy Probation Officer V	1.00	\$ 80,392.00	1.00	\$ 80,392.00
Deputy Probation Officer V	1.00	\$ 76,565.00	1.00	\$ 80,392.00
Deputy Probation Officer IV	0.00	\$ -	1.00	\$ 77,999.00
Deputy Probation Officer I/II/III	1.00	\$ 69,284.00	0.00	\$ -
Deputy Probation Officer I/II/III	1.00	\$ 69,284.00	1.00	\$ 69,284.00
Deputy Probation Officer I/II/III	1.00	\$ 65,977.00	1.00	\$ 65,977.00
Deputy Probation Officer I/II/III	1.00	\$ 65,977.00	1.00	\$ 65,977.00
Deputy Probation Officer I/II/III	1.00	\$ 62,837.00	1.00	\$ 62,837.00
Deputy Probation Officer I/II/III	1.00	\$ 62,837.00	1.00	\$ 62,837.00
Deputy Probation Officer I/II/III	1.00	\$ 56,929.00	1.00	\$ 56,929.00
Probation Aide II	1.00	\$ 59,696.00	1.00	\$ 59,696.00
Fiscal and Administrative Services Officer	1.00	\$ 83,116.00	1.00	\$ 83,116.00
Behavioral Health Services Coordinator	0.00	\$ -	1.00	\$ 52,023.00
<b>Total Personnel Allocations:</b>	<b>12.00</b>	<b>\$ 885,057.00</b>	<b>13.00</b>	<b>\$ 949,622.00</b>

### Fiscal Impact

The increased cost for the Deputy Probation Officer IV position for the remainder of this fiscal year will be \$1,203.00 (\$877.00 for salary and \$326.00 for benefits). The increased cost for fiscal year 2021-2022 will be \$5,105.00 (\$3,802.00 for salary and



\$1,303.00 for benefits). The Behavioral Health Services Coordinator position for the remainder of this fiscal year will be \$17,284.00 (\$10,824.00 for salary and \$6,460.00 for benefits). For fiscal year 2021-2022 the cost will be \$89,877.00 (\$56,283.00 for salary and \$33,594.00 for benefits). SB678 funds will be used for the increased cost of the Deputy Probation Officer IV position. The Behavioral Health Services Coordinator will be funded 50% by the Department of Social Services Family Urgent Response System (FURS) fund and 50% by Probation Department SB678 fund. No fiscal impact to the General Fund.

**Attachments:**

Current Organizational Chart  
Proposed Organizational Chart



R21-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE  
COUNTY OF MONO LIST OF ALLOCATED POSITIONS TO ELIMINATE ONE (1)  
DEPUTY PROBATION OFFICER I, II, III POSITION AND ADD ONE (1) DEPUTY  
PROBATION OFFICER IV POSITION AND ADD ONE (1) BEHAVIORAL HEALTH  
SERVICES COORDINATOR IN PROBATION**

**WHEREAS**, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

**WHEREAS**, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

**WHEREAS**, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

**WHEREAS**, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services.

**NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS  
DOES**

**HEREBY FIND AND RESOLVE** that the County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Remove the allocation of one (1) full -time permanent Deputy Probation Officer I, II, III (new total 6) (salary range \$4,175 - \$6,183 per month).

Add the allocation of one (1) full -time permanent Deputy Probation Officer IV (new total 1) (salary range \$5,615 - \$6,824 per month).

Add the allocation of one (1) Behavioral Health Services Coordinator (new total 1) (salary range \$4,335 - \$5,269 per month).

1 **PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
2 by the following vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

7 \_\_\_\_\_  
8 Jennifer Kreitz, Chair  
9 Mono County Board of Supervisors

10 **ATTEST:**

**APPROVED AS TO FORM:**

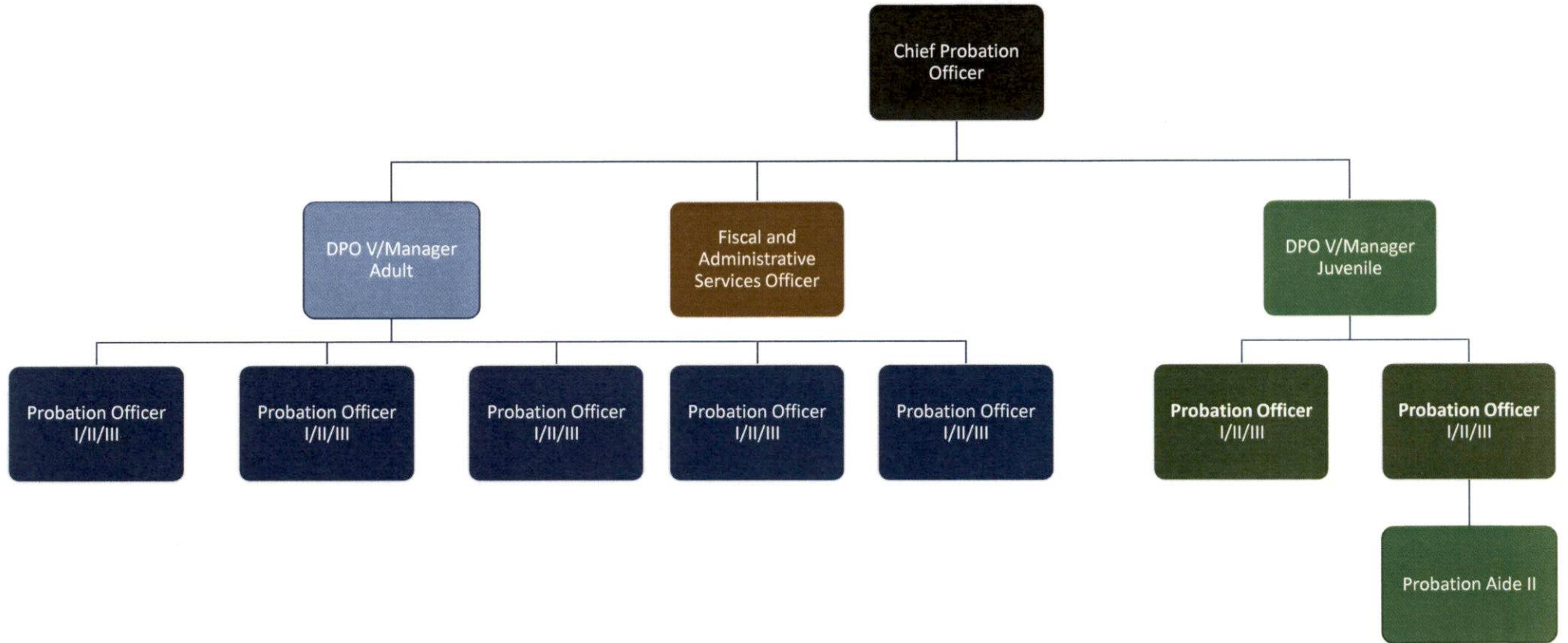
11 \_\_\_\_\_  
12 Clerk of the Board

13 \_\_\_\_\_  
14 Mono County Counsel's Office



# Probation

## Departmental Organizational Chart



DIVISIONS

DIVISION 1

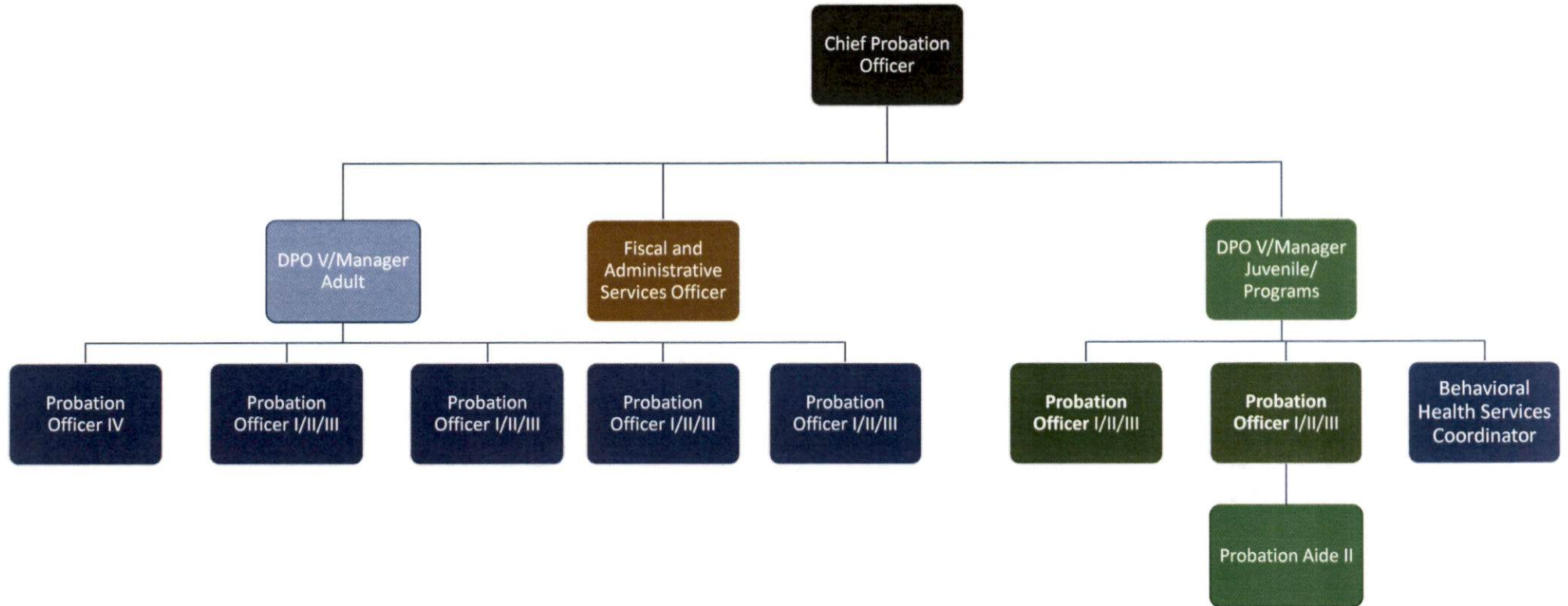
DIVISION 2

DIVISION 3



# Probation

## Departmental Organizational Chart



**DIVISIONS**

**DIVISION 1**

**DIVISION 2**

**DIVISION 3**