

STATE OF CALIFORNIA
BOARD OF STATE AND COMMUNITY CORRECTIONS



February 9, 2023
Board Meeting Agenda
& Reports



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916-445-5073

KATHLEEN T. HOWARD
Executive Director, BSCC

BOARD MEMBERS

LINDA M. PENNER
Chair, BSCC

JEFFREY D. MACOMBER
Secretary, CDCR

GUILLERMO VIERA ROSA
Director, Adult Parole
Operations, CDCR

DEAN GROWDON
Sheriff, Lassen County

SHANNON D. DICUS
Sheriff
San Bernardino County

CINDY CHAVEZ
Supervisor
Santa Clara County

KIRK HAYNES
Chief Probation Officer
Fresno County

KELLY M. VERNON
Chief Probation Officer
Kings County

JANET GAARD
Retired Judge
Yolo County

ANDREW MILLS
Chief of Police
City of Palm Springs

SCOTT BUDNICK
Founder
Anti-Recidivism Coalition
Film Producer

VACANT
A Community Provider or
Advocate Appointed by
Senate Committee on Rules

NORMA CUMPIAN
Associate Director
Anti-Recidivism Coalition
Women's & Non-Binary
Services

BOARD MEETING AGENDA

February 9, 2023
10:00 a.m.

2590 Venture Oaks Way
Sacramento, California, 95833
First Floor, BSCC Board Room

Zoom link & instructions appear at the end of the Agenda

Instructions for remote attendance appear on the last page of this agenda

Remote Public Participants:

*To request to speak on an agenda item during the Board meeting,
please email publiccomment@bscc.ca.gov*

Please state in the subject line on which item you would like to speak

*To submit written public comment on an agenda item, please email
publiccomment@bscc.ca.gov*

Routine items are heard on the consent calendar. All consent items are approved after one motion unless a Board member asks for discussion or separate action on any item. Anyone may ask to be heard on any item on the consent calendar prior to the Board's vote. Members of the public will be given the opportunity to give public comment during the Board's discussion of each item. There is a two-minute time limit on public comment unless otherwise directed by the Board Chair.

I. Call Meeting to Order

II. Information Items

1. Chair's Report
2. Executive Director's Report
 - COVID-19 Update
3. Legal Update
4. Legislative Update

III. Action: Consent Items

- A. Minutes from the November 17, 2022 Board Meeting: **Requesting Approval**
- B. Senate Bill 863 (Adult Local Criminal Justice Facilities Construction Financing Program): Merced County Scope Change: **Requesting Approval**
- C. Adult Reentry Grant – Rehabilitation of Existing Property, Twenty-Four Month No-Cost Extension: **Requesting Approval**
- D. Indigent Defense Grant Program, Twelve-Month No-Cost Extensions: **Requesting Approval**

IV. Action: Discussion Items

- E. Establishment of Byrne State Crisis Intervention Program Advisory Board: **Requesting Approval**

****RECESS TO CONVENE BYRNE STATE CRISIS INTERVENTION PROGRAM ADVISORY BOARD****

- F. Adult Title 15 Regulations: Final Approval of Proposed Regulations for Submission to Office of Administrative Law: **Requesting Approval**
- G. Local Detention Facilities Inspection Update: **Requesting Approval**

V. Public Comments

Public comment about any agenda items may be heard at this time.

VI. Adjourn

Next Board Meeting: April 13, 2023

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Use Zoom to both view and hear the Board meeting. Join by phone for audio only. If you do not have Zoom, [download](#) to your device before the meeting.

Join Zoom: [February 9, 2023 BSCC Board Meeting](#)

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Dial: (for higher quality, dial a number based on your current location):

US: +1 669 444 9171 or +1 669 900 9128

Webinar ID: 876 8195 2678

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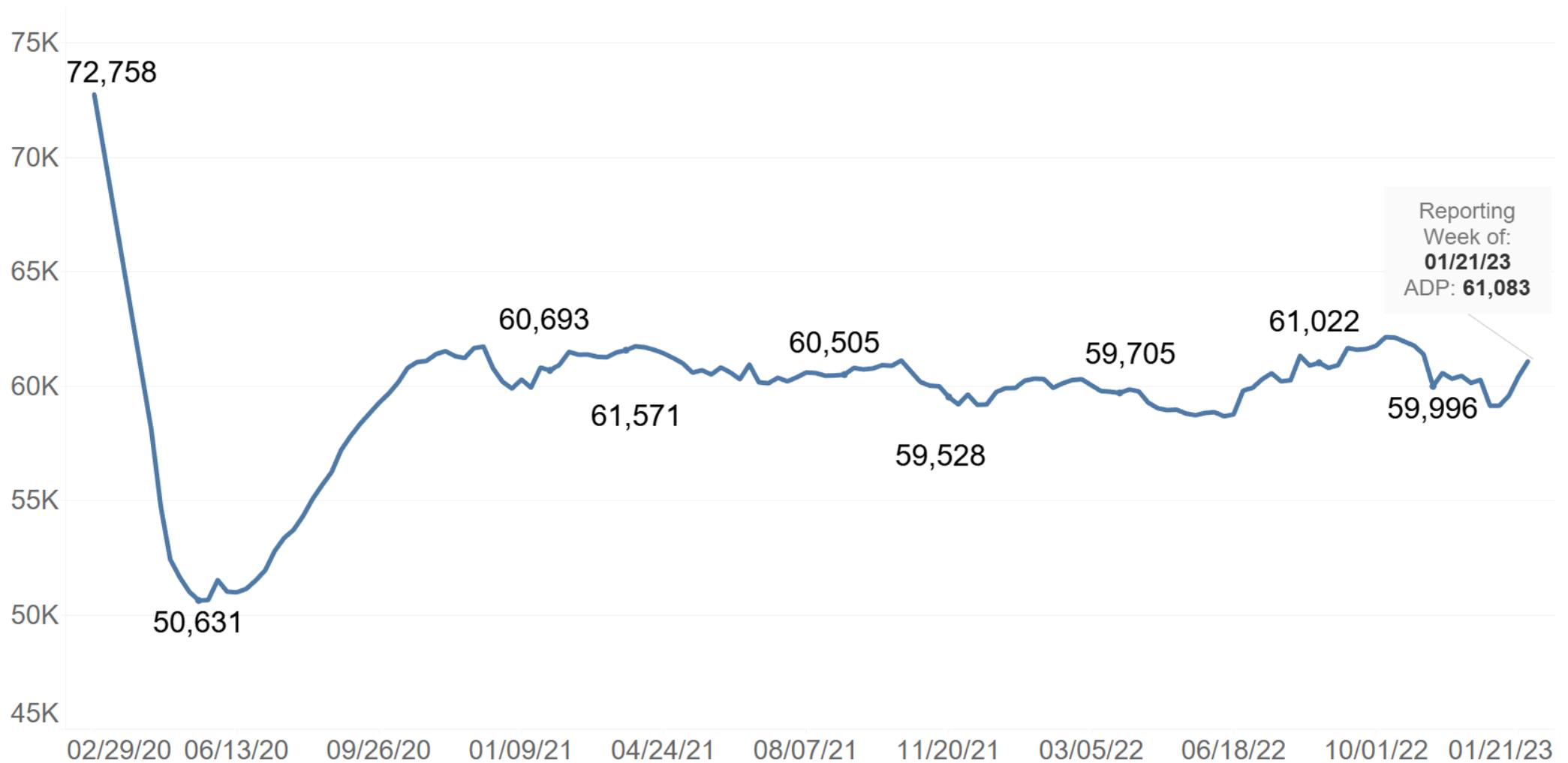
Adam.Lwin@bscc.ca.gov or call (916) 324-2626.

*For general information about the BSCC visit www.bscc.ca.gov, call (916) 445-5073 or write to:
Board of State & Community Corrections,
2590 Venture Oaks Way, Ste 200, Sacramento CA 95833*

Information Item 2
COVID - Update

Recent Population Trends in County Jails

Statewide Average Daily Population of Detained People from 2/29/20 to 1/21/23

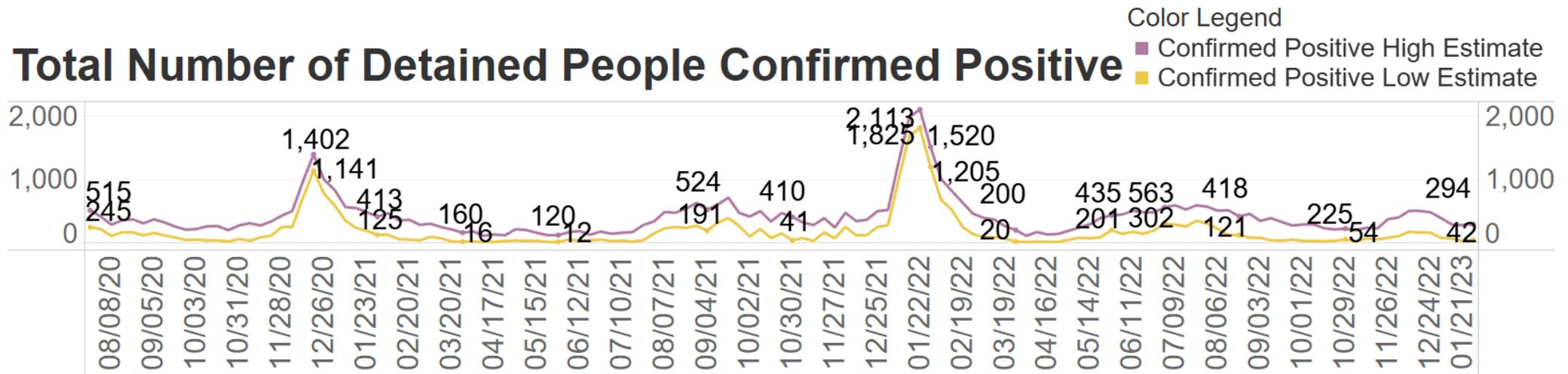


Recent COVID-19 Case Trends in County Jails

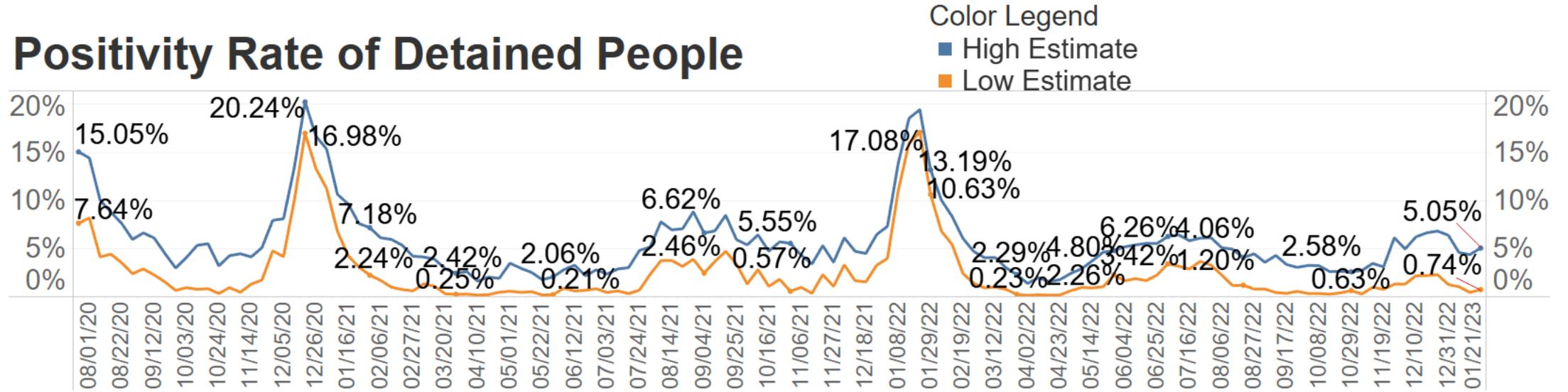
Total Number of Detained People Tested



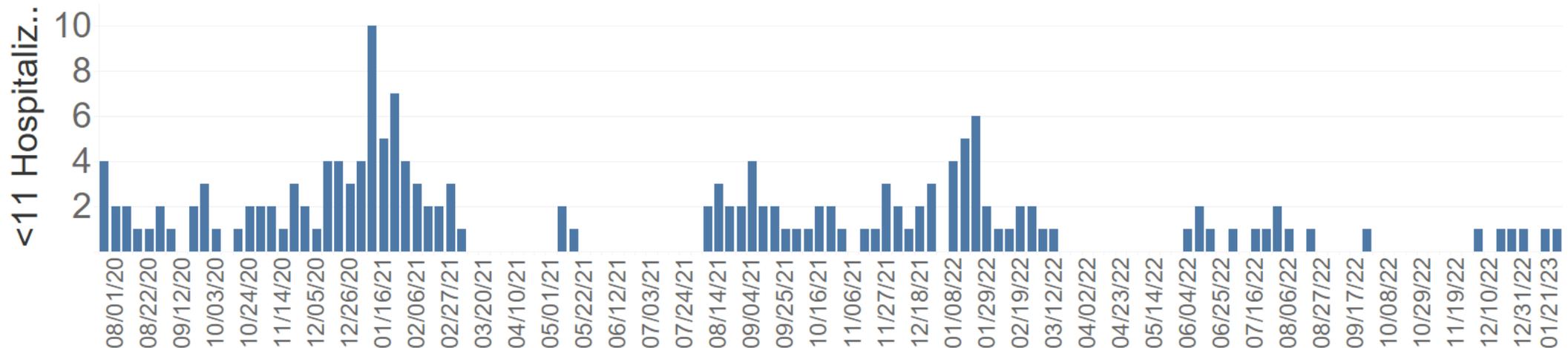
Total Number of Detained People Confirmed Positive



Recent COVID-19 Case Trends in County Jails



Hospitalizations of Detained People



Recent Population Trends in County Juvenile Facilities

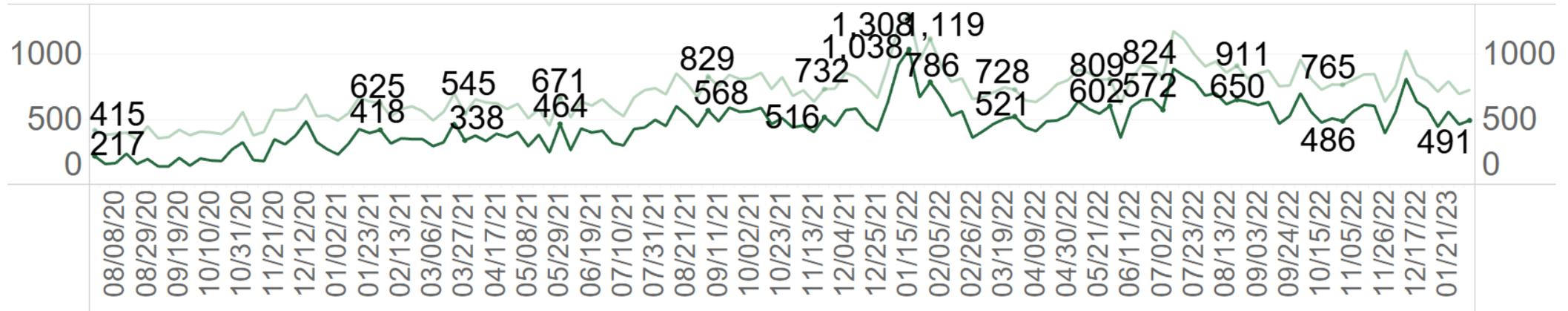
Statewide Average Daily Population of Juveniles in County Detention Facilities from 2/29/20 to 1/21/23



Recent COVID-19 Case Trends in County Juvenile Facilities

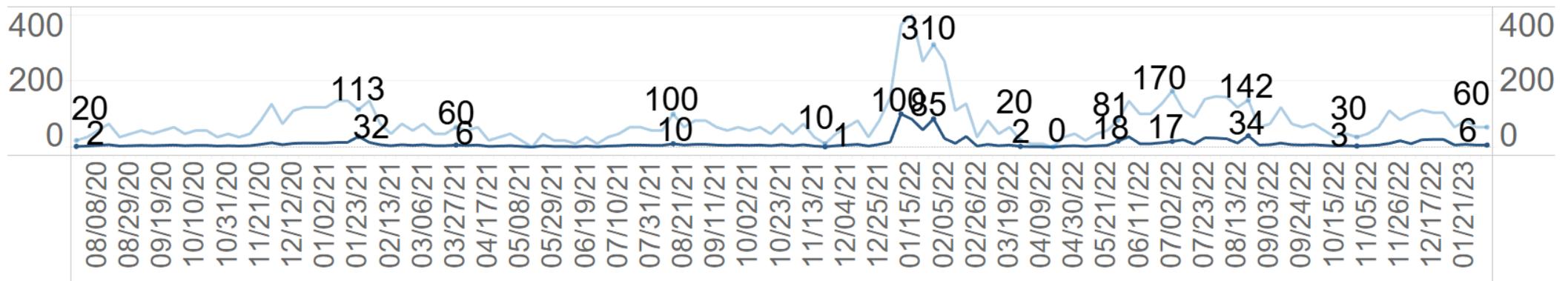
Total Number of Juveniles Tested

Color Legend
 ■ Tests High Estimate
 ■ Tests Low Estimate



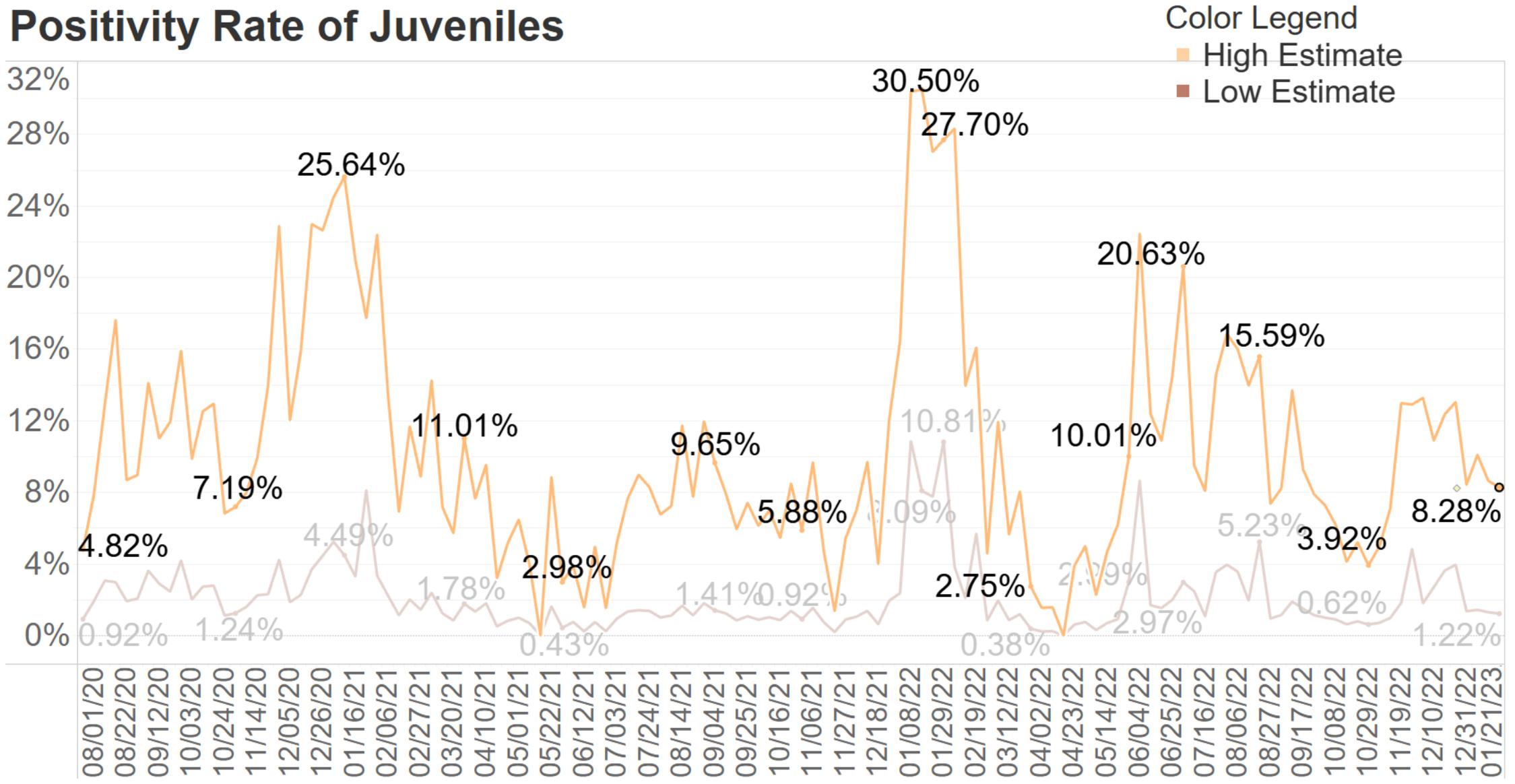
Total Number of Juveniles Confirmed Positive

Color Legend
 ■ Confirmed Positive High Estimate
 ■ Confirmed Positive Low Estimate



Recent COVID-19 Case Trends in County Juvenile Facilities

Positivity Rate of Juveniles



Information Item 4
Legislative Update

	Bill & Author	Summary/ Version	BSCC Duties Impact	Status
1	<p><u>AB 23</u></p> <p><u>Theft: shoplifting: amount</u></p> <p><u>Assemblymember Muratsuchi, Al</u></p> <p><u>(D-66)</u></p>	<p>INTRODUCED: December 5, 2022</p> <p>This bill would amend Proposition 47 by reducing the threshold amount for petty theft and shoplifting from \$950 to \$400. The bill would provide that it shall become effective only when submitted to, and approved by, the voters of California.</p>	<p>May impact the Proposition 47 Grant.</p>	<p>1/26/23 Referred to Assembly Committee on Public Safety.</p>
2	<p><u>AB 268</u></p> <p><u>Board of State and Community Corrections</u></p> <p><u>Assemblymember Weber, M.D., Akilah</u></p> <p><u>(D-79)</u></p>	<p>INTRODUCED: January 23, 2023</p> <p>This bill would add two additional members to the Board, a licensed health care provider and a licensed mental health care provider, appointed by the Governor, subject to Senate Confirmation.</p> <p>This bill would also require the Board to develop and adopt regulations pertaining to standards of care for incarcerated persons with mental health issues by local correctional facilities, including requirements for training of correctional staff in-service training of correctional officers shall include no fewer than four hours of training on mental and behavioral health annually. Requirements for mental health screening, and requirements for safety checks of incarcerated persons shall be sufficiently detailed to determine the safety and well-being of the incarcerated person, and that they are not in distress.</p>	<p>Would add added two additional members to the Board and required the Board to make changes to Title 15 regulations and STC training standards.</p>	<p>1/24/23 From printer. May be heard in committee February 23rd.</p>

	Bill & Author	Summary/ Version	BSCC Duties Impact	Status
3	<p><u>AB 280</u></p> <p><u>Segregated confinement</u></p> <p><u>Assemblymember Holden, Chris</u></p> <p><u>(D-41)</u></p>	<p>INTRODUCED: January 24, 2023</p> <p>This bill would require every jail, prison, public or privately operated detention facility, and a facility in which individuals are subject to confinement or involuntary detention to develop and follow written procedures governing the management of segregated confinement. Would prohibit involuntarily placing an individual in segregated confinement if the individual belongs to a special population, including, among others, that the individual has a mental or physical disability or that the individual is under 26 years of age or over 59 years of age. Require the facility to additionally periodically check on the individual and have a medical or mental health professional periodically assess the individual. Require a facility to offer out-of-cell programming to individuals in segregated confinement for at least 4 hours per day. Authorize a facility to use segregated confinement to help treat and protect against the spread of communicable disease and other specified provisions.</p> <p>The Board of State and Community Corrections will be required to assess each local correctional facility for compliance.</p>	<p>May impact Title 15 regulations.</p>	<p>2/2/23 Referred to Assembly Committee on Public Safety.</p>

	Bill & Author	Summary/ Version	BSCC Duties Impact	Status
4	<p><u>AB 335</u></p> <p><u>Proposition 47: repeal</u></p> <p><u>Assemblymember Alanis, Juan</u></p> <p><u>(R-22)</u></p>	<p>INTRODUCED: January 31, 2023</p> <p>The Safe Neighborhoods and Schools Act made various changes relating to theft and the possession of controlled substances, including by, among other things, generally reducing the penalty for those crimes, including reducing the penalty for possession of concentrated cannabis, establishing a procedure by which individuals convicted of those crimes prior to the passage of the act may petition for resentencing under the act, and creating the crime of shoplifting.</p> <p>This bill would repeal the changes and additions made by Proposition 47, except those related to reducing the penalty for possession of concentrated cannabis.</p> <p>This bill would provide that it would become effective only upon approval of the voters and would provide for the submission of this measure to the voters for approval at the next statewide general election.</p>	<p>May impact the Proposition 47 Grant.</p>	<p>1/31/23 May be heard in Assembly Committee on March 2nd.</p>

	Bill & Author	Summary/ Version	BSCC Duties Impact	Status
5	<p><u>SB 63</u></p> <p><u>Homeless and Mental Health Court and Transitioning Home Grant Programs</u></p> <p><u>Senator Ochoa Bogh</u></p> <p><u>(R-23)</u></p>	<p>INTRODUCED: January 4, 2023</p> <p>Would establish a new grant program administered by the Board of State and Community Corrections:</p> <p>Transitioning Home Grant Program that would, subject to an appropriation by the Legislature, provide grants to county sheriffs and jail administrators to fund programs aimed at reducing homelessness among inmates released from custody, as specified.</p> <p>The board may use up to 5 percent of the funds appropriated for the program each year for the costs of administering the program on or before July 1, 2027. The report shall be submitted to the Legislature.</p> <p>This article shall remain in effect only until January 1, 2028, and as of that date is repealed.</p>	<p>Administer a grant and compile a report to the Legislature by 2027.</p>	<p>1/18/23 Referred to Senate Committee on Public Safety.</p>

	Bill & Author	Summary/ Version	BSCC Duties Impact	Status
6	<p><u>SB 266</u></p> <p><u>Crimes: public safety grants</u></p> <p><u>Senator Newman, Josh</u></p> <p><u>(D-29)</u></p>	<p>SPOT BILL</p>	<p>None at this time.</p>	<p>2/1/23 From printer in Senate, may be acted on or after March 3rd.</p>

Agenda Item A

MINUTES
BOARD OF STATE AND COMMUNITY CORRECTIONS MEETING
THURSDAY NOVEMBER 17, 2022 – 10:00 A.M.
BOARD MEETING

Meeting Held In-Person, Zoom & Teleconference

Board Room
2590 Venture Oaks Way
Sacramento, California, 95833

The full recording of the meeting can be viewed here:
<https://www.youtube.com/watch?v=HyqQQVIHv50>

I. Call Meeting to Order

Chair Linda Penner called the meeting to order at 10:05 a.m.

Chair Penner welcomed the Board Members and the public to the Zoom meeting.

Board Secretary Adam Lwin provided instructions to the Board members and the public for participating in the meeting.

Mr. Lwin called the roll and announced that there was a quorum.

The following members were in attendance:

Chair Penner	Mr. Dicus	Ms. Gaard*
Ms. Allison	Ms. Chavez*	Mr. Budnick*
Mr. Viera Rosa	Mr. Haynes	Mr. Garcia
Mr. Growdon	Ms. Vernon	Ms. Cumpian

*Attended remotely

Absent Board Members:

Mr. Mills

II. Information Items

1. Chair's Report

- Chair Penner reported on the Senate Bill 81 (Local Youthful Offender Rehabilitative Facility Financing) project in Orange County. The Multipurpose Rehabilitation Center held its ribbon cutting ceremony in November. This was a state funded project which started in 2014 and is now ready to house youth.
- Penner also reported a visit with Executive Director Kathleen Howard and Director of Office of Youth and Community Restoration (OYCR) Katherine Lucero to the California State Association of Counties conference in Orange County, where they gave a presentation on the Division of Juvenile Justice (DJJ) realignment and the roles and responsibilities of the BSCC and OYCR. More information can be found here: https://www.bscc.ca.gov/s_djjrealignment/.
- Chair Penner reported that Board Member Miguel Garcia will be resigning from the Board.

Mr. Garcia thanked the Board for the opportunity and shared his personal experience and triumphs and spoke about how he has overcome obstacles.

Board Members shared their appreciation for Mr. Garcia's contributions, and offered congratulations on his new role with OYCR.

2. Executive Director's Report

Executive Director Kathleen Howard reported on the following:

- the hard work and dedication by the BSCC staff.
- a status update on the Juvenile Regulations Revisions Executive Steering Committee:
- that the first meeting was held on November 2 and 3 and was led by Board Members Chief Kirk Haynes and Miguel Garcia. Input was received from subject-matter experts and the public and a date for a second meeting has been identified.
- that she and Chair Penner have met with the OYCR Ombudsperson to discuss the duties of BSCC & OYCR.

Regarding DJJ Transitional Housing:

- Howard stated that there was \$3 million in the budget to provide up to one year of transitional housing for youth being discharged from DJJ who are at-risk of becoming homeless.
- She said that the BSCC is working on providing funds to counties to reimburse for placements.

- The BSCC has entered into a contract with the Amity Foundation to provide placement services for youth. Six counties have been in contact with Amity for services.

On a New Federal Grant Program:

- Howard said the U.S. Department of Justice, Bureau of Justice Assistance has created and released a new funding opportunity. The Byrne State Crisis Intervention Program (Byrne SCIP) provides funding for the creation and/or implementation of extreme risk protection order programs, state crisis intervention court proceedings, and related gun violence reduction programs/initiatives.
 - Approximately \$257 million will be allocated to State and Territories, of that amount approximately \$29.2 million is available to California.
 - The Byrne SCIP program is different from the traditional JAG program due to its concentrated focus on court program and gun violence reduction.
 - The initial applications are due December 12 and the full application by December 19.
 - Field Representative Ian Silva will be the BSCC contact for the traditional JAG Program and Byrne SCIP.
 - More details will be provided at the February meeting.

The State Funded Grant Programs Status Update:

- Howard reported that at the June 2022 meeting, the Board approved four requests to establish Executive Steering Committees:
 1. Organized Retail Theft Prevention and Vertical Prosecution Grant Programs
 2. Local Law Enforcement Gun Buyback Grant Program
 3. Missing and Murdered Indigenous People Grant Program
 4. Mobile Probation Service Centers Grant Program
- Those requests included tentative timelines to release Request for Proposals (RFP) at the November 2022 meeting. Interest in the grants has been high but volunteers to serve on the various ESCs has been limited. The timeline for the Mobile Probation Service Centers Grant is the shortest and will be presented at today's meeting. The remaining RFPs will be delayed.
- Staff continues to recruit members from a variety of sources, including local governments, CBOs, and through the BSCC website for anyone interested in participating on the three remaining ESCs
- Staff is considering different approaches to release the RFPs in a timely manner including a greater use of Scoring Panels, paid membership, a dedicated recruitment position, as well as greater staff involvement in the RFP development process
- Staff will provide an update to the Board at the February 2022 meeting

COVID-19 Update: [Power Point Presentation](#)

Howard said that COVID data has been brought to the Board since June 2020. The Governor recently announced that the remaining emergency orders are set to expire in February 2023. Staff will bring to the Board the possibility of ending the collection of local COVID-19 data at the February 2023 meeting.

Executive Director Kathleen Howard reported on the COVID-19 Data:

- Total number of detained people tested has increased in recent weeks across facilities. The number of confirmed positive cases has held steady.
- In the last six weeks, there has been a slight decline in confirmed cases.
- After the increase in January 2022, positivity rates returned to pre-January spike levels.
- Rates are currently lower than what they were this time last year.
- After the increase of hospitalizations in January 2022, hospitalizations have also decreased.
- There were no hospitalizations reported from March 13, 2022 through May 21, 2022. In the last five weeks, there has been 1 <11 hospitalizations reported.
- Deaths: Sixteen <11 figures have been reported during the data collection.
- All fifteen <11 figures have been confirmed to be one death per <11 reported. 1 death in Fresno, 6 deaths in Los Angeles, 1 death in Marin, 1 death in Mariposa, 1 death in Mendocino, 2 deaths in Orange, 1 death in Santa Barbara, and 3 deaths in San Diego. The most recent death reported is from reporting period ending on 2/12/22, the first reported death since 9/18/21.
- There's been a significant drop-off in Average Daily Population
- After zero positive cases reported in the week ending on April 23, 2022, positive cases have increased.
- Total Number of Juveniles Tests are slightly higher than they were this same time last year. Despite increases in overall testing for youths, the number of confirmed positive cases is much lower compared to this time last year. The absolute numbers for confirmed positive youths have decreased.
- Positivity rates have decreased from the last board reporting week (8/20/2022).
- Positivity rates are heavily influenced by testing data. The positivity rate is lower than the October 2021 and October 2022 rates.
- Only one hospitalization has been reported. Zero deaths have been reported in juvenile facilities.

3. Legal Update

- General Counsel Aaron Maguire reminded Board Members to review the Agenda Items and recuse themselves of items that may have potential conflicts of interest pursuant to Government Code section 1091.
- Reported that the adult regulations revisions process is currently in review by the Office of Administrative Law. The office has made recommendations on two of the regulations on suicide prevention and outdoor recreation time as not being clear. They have asked the Board that the reference to *national best practices* should be stricken. Staff will accept the recommendations and will consider those recommendations during the juvenile regulations as well.
- Staff will withdraw the two regulations of suicide prevention and recreation time and submit the rest of the regulations to meet the January 1, 2023 deadline. Staff will revisit the two regulations and bring them back to the Board at the February meeting.

4. [Legislative Update](#)

Legislative Analyst Adam Lwin provided an update on the following bills that impact the BSCC:

The Governor signed:

- AB 2417 By Assemblymember Ting, Chapter 786 creating the Juvenile Bill of Rights in juvenile justice facilities. Lwin reported that the BSCC discussed the incorporation of the provisions of the bill into Title 15 at the Regulation Revisions process early November.

The Governor vetoed:

- AB 2343 by Assemblymember Weber, which would have added two additional members to the Board and made changes to training standards.
- AB 731 by Assemblymember Bauer-Kahan, which would have required the Sheriff of each county to compile recidivism data and the BSCC to collect that data.

Lwin reported the Legislature will return in January and new bills that affect the BSCC will be presented at the February meeting.

III. **Action: Consent Items**

- A. [Minutes from the September 8, 2022 Board Meeting: Requesting Approval](#)
- B. [Proposition 47 Cohort II Grant Program, 12-Month, No-Cost Extension: Requesting Approval](#)

This agenda item requested Board approval of a 12-month, no-cost grant term extension for the City of Corning, Nevada County Behavioral Health, Orange County Behavioral Health, and Pasadena Unified School District Proposition 47 Cohort II grantees through May 15, 2024.

Ms. Vernon moved approval. Mr. Garcia seconded. The motion was approved by all other Board members.

IV. **Action: Discussion Items**

- C. [Medication-Assisted Treatment Grant Program, Appointment of Chair and Establishment of an Executive Steering Committee: Requesting Approval](#)

This Agenda item, presented by Field Representative Helene Zentner, requested the Board's approval to establish an Executive Steering Committee (ESC) to develop a Request for Proposals (RFP) for the Medication-Assisted Treatment (MAT) Grant Program. Staff also requested the Board appoint a Chair to oversee the grant development process, authorize staff to work with the ESC Chair to establish a diverse ESC with relevant subject-matter expertise, and delegate authority to the Chair to modify ESC membership, if needed.

Mr. Budnick said that there is an issue of doctors over prescribing MAT in detention facilities and if the Board can regulate the issue.

Public comment was heard:

California Jail Programs: Thanked Mr. Budnick for his comments on the MAT program.

End of public comment

Counsel Maguire suggested amending the recommended action of this agenda item to: Delegate Chair Penner to appoint a Chair for this grant program at a later date to oversee the grant development process.

Mr. Viera Rosa moved approval with the amended recommendation. Ms. Vernon seconded. Mr. Growdon, Mr. Dicus, and Ms. Chavez recused pursuant to Government Code section 1091. The motion was approved by all other Board members for Agenda Item C.

D. [California Violence Intervention and Prevention \(CalVIP\) Grant Program Service Contracts: Requesting Approval](#)

This agenda item, presented by Field Representative Katrina Jackson, requested Board approval to allocate an additional \$1.8 million in funding to the service contracts and supplemental grants for technical assistance, expanded capacity, and training for the California Violence Intervention and Prevention (CalVIP) program.

The Budget Act of 2022 allocated an additional \$1.8 million in funding to promote CalVIP and building capacity in the field of community-based violence intervention and prevention. Staff recommended the Board double the funding allocations for training and certification, and mental health services for frontline workers, regional technical assistance, convening capacity and professional development.

Mr. Growdon moved approval. Mr. Dicus seconded. Ms. Allison Abstained. The motion was approved by all other Board members for Agenda item D.

E. [Title II Grant Program Funding Recommendations: Requesting Approval](#)

This Agenda item, presented by Field Representative Timothy Polasik, requested the Board's approval of the Title II Grant Program funding recommendations developed by the Title II Grant Program ESC and approved by the State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP).

The full list of the 12 proposals to be awarded \$3.65 million and the proposal summaries may be found below. The Office of Youth and Community Restoration concurred with the recommendations, as required by Welfare and Institutions Code section 2200:

- [List of Title II Proposals Recommended for Funding](#)
- [Title II Proposal Summaries](#)
- [Letter of concurrence, dated November 3, 2022, from the Office of Youth and Community Restoration](#)

Mr. Growdon moved approval. Ms. Vernon seconded. Mr. Dicus. Mr. Budnick, Mr. Garcia, and Ms. Cumpian recused pursuant to Government Code section 1091. The motion was approved by all other Board members.

F. [Mobile Probation Service Centers Grant – Request for Proposals: Requesting Approval](#)

This Agenda item, presented by Deputy Director Ricardo Goodridge, requested Board's approval to release the RFP for the Mobile Probation Service Centers Grant Program and to convene a Scoring Panel to make funding recommendations.

The RFP will include the following key components:

- Eligible applicants are county probation departments
- \$20,000,000 is available competitively to establish mobile probation service centers
- Funding will be allocated across small, medium, and large counties
- A Scoring Panel will read and rate proposals and develop funding recommendations for the Board.

Mr. Garcia moved approval. Mr. Growdon seconded. Ms. Chavez, Mr. Haynes, and Ms. Vernon recused pursuant to Government Code section 1091. Mr. Budnick was not present for the vote. The motion was approved by all other Board members.

G. [Standards and Training for Corrections Compliance Report and Annual Update: Information Only](#)

This Agenda item was presented by Deputy Director Colleen Curtin, who provided an annual update of the local correctional agency compliance with the Standards and Training for Corrections program.

Curtin reported on the following:

- In Fiscal Year 2021-22, 150 Sheriff's Offices, Departments of Corrections, Probation Departments and Police Departments participated in the STC Program.
- Of the 150 agencies that participated in the STC Program in 2021-22, 136 agencies were found to be "In Compliance" and 14 agencies were found to be "Out of Compliance" with STC training requirements. The full list may be found here: [FY 2021-22 Compliance Monitoring Findings](#)
- Due to COVID-related travel restrictions, for the past two years STC conducted most of its compliance reviews virtually. This year, almost all STC compliance visits were conducted in person.
- Across the state, there were 12 staff who did not receive the required core training within one year of assignment and were found to be out of compliance and 120 staff who did not receive all their required annual training and were found to be out of compliance. That represents less than one percent of local corrections personnel statewide who did not comply with STC policy. There were an additional 47 in the core category that claimed COVID exemptions, down from 60 claimed last year. In the annual training category, COVID exemptions decreased from 2,800 to zero. These low numbers reflect the successful innovations that have been adopted to make training more available despite the continuing effects of the pandemic.

Chair Penner stated that the even with the hardship of COVID the number of out of compliance agencies is still an outstanding number.

Mr. Viera Rosa asked if the training is too minimal for a complex job in the field.

Deputy Director Curtin responded that the core training is the minimum standard, and each agency provides extensive additional training on their own. The BSCC will be revisiting the curricula in the next year.

This Agenda item did not require Board action.

H. [Local Detention Facilities Inspection Update: Requesting Approval](#)

This Agenda item was presented by Deputy Director Allison Ganter as a regular update on the local detention facility inspections completed in the 2020/2022 Biennial Inspection Cycle. Ganter provided a summary of current outstanding items of noncompliance for biennial inspections, and a summary of current outstanding items of noncompliance for targeted inspections.

The list of outstanding items of noncompliance for adult detention facilities, and their statuses may be viewed here: [ADULT](#)

The list of items of noncompliance for juvenile detention facilities may be viewed here: [JUVENILE](#)

Ganter reported that staff is not recommending any other formal action be taken at this time and staff remains in continuous contact with agency administrators to provide technical assistance.

Public comment was heard:

Aditi Sherikar: Reported that Los Angeles County Probation still has not come into compliance with their issues and suggested the Board should take the issues seriously.

Israel Villa: Asked when accountability will be seen when facilities are out of compliance.

Nancy Juarez: Asked the Board to move with urgency regarding all counties on inspections process when they are out of compliance in the facilities.

End of public comment.

This Agenda item did not require Board action.

V. **Public Comments**

Public comment about any agenda items may be heard at this time.

Paula Hawthorn: Referenced the delay on the gun buyback program and would like to participate on the ESC and volunteered her time.

Nancy Juarez: Referenced a past lawsuit in Los Angeles County juvenile facility where young people were sexually assaulted and asked the Board to research and discuss the matter further.

VI. **Adjourn**

The Board adjourned at 1:10 p.m.

Next Board Meeting: February 9, 2023

ATTENDANCE ROSTER

BSCC BOARD MEMBERS:

1. Chair Penner, Chair, Board of State and Community Corrections
2. Ms. Allison, Secretary, California Department of Corrections & Rehabilitations (CDCR)
3. Mr. Viera Rosa, Director Division of Adult Parole (CDCR)
4. Mr. Growdon, Sheriff, Lassen County
5. Mr. Dicus, Sheriff, San Bernardino County
6. Ms. Chavez, Supervisor, Santa Clara County
7. Mr. Haynes, Chief Probation Officer, Fresno County
8. Ms. Vernon, Chief Probation Officer, Kings County
9. Ms. Gaard, Retired Judge, Yolo County
10. Mr. Budnick, Founder, Anti-Recidivism Coalition
11. Mr. Garcia, Specialist, Office of Youth and Community Restoration
12. Ms. Cumpian, Associate Director Anti-Recidivism Coalition Women's, and Non-Binary Services

BSCC STAFF:

Kathleen T. Howard, Executive Director
Aaron Maguire, Chief Deputy Director & General Counsel
Tracie Cone, Communications Director
Adam Lwin, Board Secretary
Allison Ganter, Deputy Director, Facility Standards and Operations
Ricardo Goodridge, Deputy Director, Corrections Planning and Grants Program
Colleen Curtin, Deputy Director, Standards and Training for Corrections
Damieon Renault, Field Representative, Corrections Planning and Grants Program
Helene Zentner, Field Representative, Corrections Planning and Grants Program
Timothy Polasik, Field Representative, Corrections Planning and Grants Program
Katrina Jackson, Field Representative, Corrections Planning and Grants Program

Agenda Item B

DATE: February 9, 2023 **AGENDA ITEM:** B

TO: BSCC Chair and Members

FROM: Tonya Parker-Mashburn, Field Representative – County Facilities Construction (CFC), tonya.parker-mashburn@bscc.ca.gov

SUBJECT: Senate Bill 863 Adult Local Criminal Justice Facilities Construction Financing - Merced County Scope Change: **Requesting Approval**

Summary

This agenda item requests that the Board of State and Community Corrections approve Merced County's request for a scope change to build additional treatment and programming space as part of the Senate Bill 863 project.

Background

On June 20, 2014, Senate Bill 863 (SB 863) (Chapter 37, Statutes of 2014) became law, authorizing up to \$500 million in state lease-revenue bond financing for the acquisition, design, and construction of Adult Local Criminal Justice Facilities (ALCJF).

On November 12, 2015, the Board fully allocated the SB 863 funding by approving conditional awards for 15 counties, including \$40 million for Merced County. (Attachment B-1).

On January 12, 2018, the State Public Works Board approved Merced County's request for a scope change to increase the intake/release and administration building area, primarily to include visitation space adequate to meet or exceed Title 15 standards. (Attachment B-2).

On January 25, 2023, the BSCC received a letter from Merced County Sheriff-Coroner Vernon Warnke requesting a revised scope for the Board's approval (Attachment B-3). The proposed scope change consists of constructing an additional treatment and programming wing onto the healthcare building that will allow for more intensive services, including medical and mental health, to be provided. All other approved aspects of the project scope will remain.

Recommendation/Action Needed

Staff recommends the Board approve Merced County's request for a scope change for its SB 863 ALCJF Construction Financing program project.

Attachments

- B-1: November 12, 2015, BSCC Board Meeting, Agenda Item E
- B-2: January 12, 2018, SPWB Meeting, Consent Agenda Item 6
- B-3: January 24, 2023, Merced County Sheriff's Office Request for Scope Change

Attachment B-1

DATE: November 12, 2015

AGENDA ITEM: E

TO: BSCC Chair and Members

FROM: Magi Work, Deputy Director, magi.work@bscc.ca.gov

SUBJECT: Senate Bill 863 (Adult Local Criminal Justice Facilities Construction Financing Program): Executive Steering Committee's Funding Recommendations: **Requesting Approval.**

Summary

This agenda item requests approval of conditional award recommendations totaling \$500,000,000 submitted by the Senate Bill (SB) 863 Local Adult Criminal Justice Facilities Construction Funding Executive Steering Committee. The recommendations for 12 fully funded and three partially funded projects are as follows:

FINAL RANKING					
Small	Applicant	Code	Requested	Recommended Conditional Award	Score
\$100,000,000	Amador	C25	17,179,000	17,179,000	103.74
	Colusa	C15	20,000,000	20,000,000	103.63
	Yuba	C13	20,000,000	20,000,000	99.99
	Trinity	C18	20,000,000	20,000,000	97.41
	Humboldt	C27	20,000,000	20,000,000	95.94
	Napa	C20	20,000,000	2,821,000	94.70
Medium	Applicant	Code	Requested	Recommended Conditional Award	Score
\$160,000,000	Butte	C2	40,000,000	40,000,000	104.04
	Sonoma	C32	40,000,000	40,000,000	99.44
	Yolo	C11	30,500,000	30,500,000	94.72
	Merced	C22	40,000,000	40,000,000	92.23
	Placer	C1	40,000,000	9,500,000	92.18
Large	Applicant	Code	Requested	Recommended Conditional Award	Score
\$240,000,000	San Francisco	C16	80,000,000	80,000,000	106.98
	Santa Clara	C19	80,000,000	80,000,000	103.66
	Alameda	C21	54,340,000	54,340,000	102.09
	Ventura	C12	55,137,000	25,660,000	99.80

Background

On June 20, 2014, Senate Bill 863 (Chapter 37, Statutes of 2014 (SB 863) became law, authorizing up to \$500,000,000 in state lease-revenue bond financing for the acquisition, design and construction of Adult Local Criminal Justice Facilities (ALCJF).

An ALCJF must be consistent with the legislative intent described in Sections 17.5 and 3450 of the Penal Code, must be under the jurisdiction of the sheriff or county department of corrections, and must follow the intent as provided in Government Code (GC) section 15820.93(b) (1) and (2):

1. Improved housing with an emphasis on expanding program and treatment space as necessary to manage the adult offender population.
2. Custodial housing, reentry, program, mental health or treatment space necessary to manage the adult offender population.

As provided in SB 863 (GC section 15820.936(d)), proposed projects may include the replacing of existing housing capacity, realizing only a minimal increase in capacity, if the requesting county clearly documents an existing capacity deficiency.

Scoring consideration was given to counties that have not received funding from Assembly Bill 900 or Senate Bill 1022 (GC section 15820.936(b)).

As a mandatory criterion, counties were required to submit documentation of the percentage of pretrial inmates in the county jail from January 1, 2013 to December 31, 2013, inclusive, and a description of the county's current risk-assessment-based pretrial release program.

In addition, SB 863 stated:

Funding preference shall be given to counties that are most prepared to proceed successfully with financing in a timely manner, which includes a Board of Supervisors' Resolution and documentation of CEQA compliance. (GC 15820.936(b))

Funding consideration shall be given to counties seeking to replace compacted, outdated, or unsafe housing capacity or are seeking to renovate existing or build new facilities that provide adequate space for the provision of treatment and rehabilitative services, including mental health treatment. (GC 15820.936(c))

At its September 11, 2014 meeting, the BSCC Board approved the establishment of an ESC (Attachment E-1) for the SB 863 Adult Local Criminal Justice Facilities Construction Program. The Board appointed BSCC member Dean Growdon, Sheriff of Lassen County, and Ian Parkinson, Sheriff of San Luis Obispo County, as ESC co-chairs. The Board directed the two co-chairs to convene an ESC to develop recommendations for the Request for Proposals (RFP) and proposal evaluation criteria, to review and rate proposals, and to make conditional award recommendations to the Board. The ESC met four times in 2015: January 21, February 26, March 25, and April 29. The four meetings were open to the public, and members of the public provided numerous comments for the ESC to consider.

On June 10, 2015, the BSCC authorized the release of the SB 863 Adult Local Criminal Justice Facility Construction financing RFP. The proposals were due back to the BSCC staff on August 28, 2015.

On June 26, 2015, staff held a bidders' conference to allow prospective applicants the opportunity to ask clarifying questions about the RFP and the lease revenue bond financing process.

Proposals were due on August 28, 2015. The BSCC received 32 proposals – 10 large county proposals, eight medium county proposals, and 14 small county proposals. The total dollar amount requested from the 32 counties was approximately \$1.2 billion (Attachment E-2). A raters' training was held for the SB 863 ESC members on September 16, 2015. The ESC members individually evaluated and rated the proposals based on the RFP criteria. The proposal scores were due back to the BSCC research staff by October 26, 2015.

The ESC convened for a final meeting on November 2, 2015. The purpose of the meeting was to allow the ESC members the opportunity to discuss scores and make any adjustments based upon ESC discussion and feedback. At the meeting the ESC established the ranked list of proposals, including the 15 recommended for funding. (Attachment E-3). At the request of the ESC chairs, after the meeting BSCC research staff analyzed and verified each rater's scores and confirmed the ranked list.

The table below outlines the timeline of events the ESC approved for recommendation to the Board.

SB 863 RFP Timeline

June 10, 2015	The BSCC issues SB 863 RFP
June 26, 2015	Bidders' Conference in Sacramento
August 28, 2015	Proposals due to the BSCC
August 31, thru September 11, 2015	BSCC technical review. Counties are given the opportunity to correct technical deficiencies.
September 16, 2015	Raters' training
September 16 thru October 26, 2015	ESC reviews the proposals and makes preliminary ratings
November 2, 2015	ESC convenes, makes final rating, and ranks proposals for funding recommendations to the Board.
November 12, 2015	ESC recommendations presented to the BSCC for financing action/intent to make a conditional award at the BSCC regularly scheduled meeting.

Recommendation/Action Needed

Staff recommends the Board approve for conditional awards the six small counties, five medium counties, and four large counties that ranked highest on the list established by the Senate Bill 863 Jail Construction Financing Program ESC.

Staff also recommends that should a county revert its conditional award back to the State, staff would be allowed to offer the funds to the next-ranked county within the same population category.

Attachments

E-1: September 11, 2014 BSCC Board Meeting Agenda Item J

E-2: List of All Applicants

E-3: SB 863 Final Ranking

Attachment B-2



**CALIFORNIA STATE
PUBLIC WORKS BOARD**

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ NINTH FLOOR ■ SACRAMENTO CA ■ 95814-3706 ■ (916) 445-9694

STATE PUBLIC WORKS BOARD

January 12, 2018

PROPOSED MINUTES

PRESENT:

Ms. Jacqueline Wong-Hernandez, Chief Deputy Director, Department of Finance
Mr. Jeff McGuire, Chief Deputy Director, Department of General Services

CALL TO ORDER AND ROLL CALL:

Ms. Jacqueline Wong-Hernandez, Chairperson of the Board, called the meeting to order at 10:02 a.m. Ms. Patrice Coleman, Executive Assistant for the Board, called the roll. A quorum was established.

MINUTES:

The next order of business was to consider approving the minutes from the December 8th Board meeting.

Ms. Lukenbill welcomed Madam Chair, Ms. Wong-Hernandez to the Board. Ms. Lukenbill reported that staff had prepared and reviewed the minutes from the December 8th Board meeting.

A motion was made by Mr. McGuire and seconded by Ms. Wong-Hernandez to approve the minutes. The minutes were approved by a 2-0 vote (Ms. Wong-Hernandez and Mr. McGuire all voting aye).

CONSENT ITEMS:

The first order of business was to consider seven Consent Items.

- Consent Item 1: Consider accepting real property through a transfer of title for the George McDonald Hall of Justice in the County of Alameda for the Judicial Council.
- Consent Item 2: Consider recognizing a scope change for the Relocation of Red Mountain Communications Site project in Del Norte County for the Governor's Office of Emergency Services.
- Consent Item 3: Consider approving preliminary plans for the Upper Truckee Marsh Restoration Project in El Dorado County, for the California Tahoe Conservancy.
- Consent Item 4: Consider approving acquisition and the execution of a Property Acquisition Agreement and other necessary documents for the Potrero Fire Station Replacement Facility Project in San Diego County, for the Department of Forestry and Fire Protection.
- Consent Item 5: Consider approving an augmentation for the Malibu Creek State Park New Stokes Creek Bridge Project in Los Angeles County, for the Department of Parks and Recreation.

- Consent Item 6: Consider recognizing a scope change for the Adult Local Criminal Justice Facilities Project in Merced County, for the Board of State and Community Corrections.
- Consent Item 7: Consider recognizing a scope change for the Redwoods Community College District, College of the Redwoods Utility Infrastructure Replacement Project in Humboldt County, for the California Community Colleges.

Ms. Lukenbill reported that Consent Items 2, 5, 6 and 7 required 20-day notices to the Legislative Fiscal Committees, and the review period for these actions has expired without adverse comment.

Ms. Lukenbill reported that for Consent Item 3, various quitclaim deeds will need to be secured and recorded prior to the start of construction.

Staff recommended approval of Consent Items 1 through 7.

Ms. Wong-Hernandez asked if there were any questions or comments from the Board, or from the public. There were none.

A motion was made by Mr. McGuire and seconded by Ms. Wong-Hernandez to approve the Consent Calendar. The Consent Calendar was approved by a 2-0 vote (Ms. Wong Hernandez and Mr. McGuire, all voting aye).

ACTION ITEMS:

The next order of business was to hear the Action Items.

- Action Item 1: Ms. Lukenbill informed the Board that if approved, the requested action would authorize site selection of two parcels in Kings and Tulare Counties for the High Speed Train System project.

Staff recommended the Board authorize site selection of two parcels in Kings and Tulare Counties.

Ms. Wong-Hernandez asked if there were any questions or comments from the Board, or from the public. There were none.

A motion was made by Mr. McGuire and seconded by Ms. Wong-Hernandez to approve the Action Item. Action Item 1 was approved by a 2-0 vote (Ms. Wong-Hernandez and Mr. McGuire, all voting aye).

- Action Item 2: Ms. Lukenbill informed the Board that if approved, the action would adopt three Amended Resolutions of Necessity authorizing the use of eminent domain to acquire properties in Fresno and Kings Counties.

Staff recommended the adoption of three amended RONS for properties in Fresno and Kings Counties.

Ms. Wong-Hernandez acknowledged a speaker, Mr. Mark Wasser. First, Mr. Mark Wasser spoke on behalf of the PRG Farms Property. Mr. Wasser reminded the Board, that in order to acquire property, the project is proposed and planned in a manner that is most compatible with the greatest public good and least private injury. Mr. Wasser stated that in a design-build project, this finding cannot be made, and that the finding made in the first Resolution of Necessity was not correct. He claimed that High Speed Rail didn't know what property was needed the first time, and that they still don't know. Mr. Wasser also advised the Board that an offer of just compensation must be made, and that the offer that was made did not include goodwill damages and was therefore invalid. For these reasons, Mr. Wasser asked the Board to not adopt the Resolution of Necessity.

Mr. Wasser also addressed the Board on behalf of Tri West Investments. He explained that Tri West operates a slaughterhouse and has a wastewater pipe that conveys waste from the slaughterhouse to an alfalfa field. Mr. Wasser stated that the project will sever the wastewater pipe and will essentially take the entire slaughterhouse, which he contends is more property than is needed for the High Speed Rail project. Mr. Wasser further stated that there was no offer of goodwill or just compensation. For these reasons, Mr. Wasser asked the Board to not adopt the Resolution of Necessity.

Mr. Wasser also addressed the Board on behalf of EBC Farms LLC. He stated that High Speed Rail acquired 25-acres from EBC farms about two years ago, and the land has not been devoted to public use and contended that the property won't be available for public use in the foreseeable future. Mr. Wasser expressed that these three properties (PRG, Tri West and EBC Farms) are evidence that a design-build project is ineligible for a condemnation action. Mr. Wasser concluded that High Speed Rail does not know what property is needed for the project and that the Board should not adopt the Resolutions of Necessity.

Ms. Lukenbill acknowledged that High Speed Rail staff and PWB eminent domain counsel were available to respond to Mr. Wasser's comments.

Mr. McGuire asked for staff to respond specifically to the design build and goodwill issues raised by Mr. Wasser. Mr. McGuire also asked for clarification on how long can a property can remain unused before it must be used for its intended purpose.

Mr. Ephram Egan, counsel for the Board on eminent domain issues, responded to Mr. Wasser's statements. He stated the issue of whether goodwill exists is handled within the court. Mr. Egan stated that goodwill is not generally included in the offer of just compensation. Therefore, goodwill is not a necessary condition to present a valid offer under the statute. Secondly, regarding Tri West, Mr. Egan noted that the original Resolution of Necessity, which was adopted in November, had an incorrect citation to a civil code of procedure section. The Amended Resolution simply incorporates the correction. Mr. Egan also addressed Mr. Wasser's claims regarding design-build, stating that design build is a manner of how the project is built. Once a project has reached a certain design threshold, Mr. Egan noted that you can seek properties for the project based on that design. If there are changes to the design, then there may be changes to the Resolutions of Necessity if it is determined that additional property is needed to complete the project.

Mr. Egan stated that counsel for High Speed Rail could highlight additional factors as to why these particular properties are needed for the project.

Ms. Kendall Darr, counsel for High Speed Rail, addressed the Board. Ms. Darr stated that she agreed with statements made regarding goodwill and the design build nature of the project. She stated that Resolutions of Necessity are amended over time due to design changes. While they try to keep these changes to a minimum, they are intended to make the project more efficient and economical. Ms. Darr stated if the Board had any specific questions, she would be happy to answer them.

Mr. McGuire again raised the previous question, regarding how long land can remain idle before the High Speed Rail Authority has to exercise its public use of the land. Ms. Darr confirmed that it must be used within seven years. She further stated that High Speed Rail anticipates the EBC property would be utilized quickly.

Ms. Wong-Hernandez asked if there were any questions or comments from the Board, or from the public. There were none.

A motion was made by Mr. McGuire and seconded by Ms. Wong-Hernandez to approve the Action Item. Action Item 2 was approved by a 2-0 vote (Ms. Wong-Hernandez and Mr. McGuire, all voting aye).

- Action Item 3: Ms. Lukenbill informed the Board that if approved, the action would adopt seven Resolutions of Necessity authorizing the use of eminent domain to acquire properties in Fresno and Kings Counties.

Ms. Lukenbill reported that Property #3, the Dias Property, had been pulled from the agenda and would not be part of the Board's vote.

Ms. Shadbanou Azad, acting counsel to the Board on eminent domain issues, presented the Resolutions of Necessity. Ms. Azad reported that the proposed Resolutions of Necessity before the Board had been reviewed, to ensure that they comply with the conditions set forth in Code of Civil Procedure Section 1245.230. Specifically, Ms. Azad verified that each Resolution provides:

1. The public interest and necessity require the Project;
2. That the proposed Project is planned and located in a manner that will provide the greatest public good with the least private injury;
3. The acquisition property described in Exhibit A to each of the Resolutions is necessary for the project; and
4. The offers of just compensation required by Government Code section 7267.2 have been made to all owners of record as required by the statute.

Ms. Wong-Hernandez invited Mr. Wasser to address the Board regarding the Dieplersloot property. He stated that the most pressing issue is the design-build issue as the authority does not know what property is actually needed for the project. Mr. Wasser also stated that no goodwill offer was made. He advised the Board that they would be making a mistake if the Resolution of Necessity is adopted, and urged the Board to not adopt a Resolution of Necessity for the reasons previously stated.

Ms. Wong-Hernandez asked Mr. Wasser clarify his objection regarding design-build projects. She stated that it seemed like the objection would apply to any design-build project, not just the High Speed Rail project. She asked if this meant that the state can't have an eminent domain or condemnation proceeding on any design-build project anywhere in California.

Mr. Wasser responded, saying that he could not categorically state that all design-build projects statewide are not eligible for condemnation actions. He stated that in the case of High Speed Rail, an estimated 15% design is performed in-house, then the project is turned over to the contractor, who is responsible for the remaining 85% of design. Mr. Wasser noted that because so much design is done after a Resolution of Necessity is adopted, the statute cannot be satisfied.

Ms. Lukenbill commented that over a thousand properties have been acquired over the past four years, and that the Board has adopted many Resolutions of Necessity, but there have only been a handful of amended Resolutions or additional properties needed for the project.

Ms. Wong-Hernandez asked if there were any other questions or comments from the Board or public. There were none.

A motion was made by Mr. McGuire and seconded by Ms. Wong-Hernandez to approve the Action Item. Action Item 3 was approved by a 2-0 vote (Ms. Wong- Hernandez and Mr. McGuire, all voting aye).

REPORTABLES:

Ms. Lukenbill then presented the reportable items, and told the Board that she would be happy to answer any questions. The Board had none.

NEXT MEETING:

Ms. Wong-Hernandez stated the next Board meeting is scheduled for Monday, February 12, 2018 at 10:00 a.m. in Room 113 at the State Capitol.

The meeting was adjourned at 10:32 a.m.

Attachment B-3

CF Bludworth Station
9481 Shanks Road
Delhi, CA 95315
Phone: (209) 385-7660
Fax: (209) 669-7771

Animal Services Bureau
2150 Shuttle Drive
Atwater, CA 95301
Phone: (209) 385-7436
Fax: (209) 722-3627

Main Detention Facility
700 W. 22nd Street
Merced, CA 95340
Phone: (209) 385-7410
Fax: (209) 385-7489

Merced County Sheriff's Office

Vernon H. Warnke
Sheriff/Coroner

Corey M. Gibson
Undersheriff

Sheriff's Administration
700 W. 22nd Street • Merced, CA 95340
Phone: (209) 385-7451 • Fax: (209) 385-7696

Jess Bowling Station
445 "I" Street
Los Banos, CA 93635
Phone: (209) 827-2110
Fax: (209) 827-1433

Coroner's Bureau
455 E. 13th Street
Merced, CA 95340
Phone: (209) 385-7369
Fax: (209) 725-3390

John Latorraca
Correctional Center
2584 W. Sandy Mush Road
Merced, CA 95341
Phone: (209) 385-7575
Fax: (209) 725-3944

January 24, 2023

Ms. Tonya Parker-Mashburn
Field Representative- County Facilities Construction (CFC) Division
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, Ca. 95833

Re: SB 863 Scope Change Request

Dear Ms. Parker-Mashburn:

Merced County is grateful to receive the SB 863 funding for the Merced County Sheriff John Latorraca Correctional Center project located at 2548 West Sandy Mush Road, El Nido California. The original project scope includes remodeling all existing dormitory space to bring structures up to current code requirements; addition of 30 new medical/mental health treatment beds; new programs building; new intake/transfer/release building allowing for the processing of incarcerated individuals; new kitchen and laundry facilities; administration building; and enhancements to site security.

When Merced County was approved for the SB 863 project back in 2015, many of the various mental health programs didn't exist, such as the Jail Based Competency Treatment program (JBCT), which is an alternative treatment center to the Department of State Hospitals (DSH) for restoration to competence of our incarcerated individuals, and the DSH Early Access Stabilization program (EASS), which deals with early intervention of incarcerated individuals with mental health issues among our jail population.

We are requesting a scope change to add a Treatment Support and Programming wing to the SB 863 project. The wing will have space to support various mental health programs, which may include, but are not limited to, the JBCT and EASS state funded programs. The wing will contain no beds and only space to support medical staff with treatment and programming (see Exhibit A). The wing will be attached to the new clinic and adjacent to the 30-bed medical/mental health wing (see Exhibit B). Merced County has allocated an additional 6 million dollars to add the Treatment Support and Programming wing to the SB 863 project, which is more than enough to cover the increased cost. Merced County is excited about the benefits of partnering with DSH and others service providers on mental health programs, such as JBCT and EASS programs. This new wing addition will enhance the much needed services to our incarcerated individuals in our jail facilities.

Sletten Construction Company is the current contractor for the SB 863 project and will be the contractor for the wing addition. The cost of the SB 863 project will increase by approximately \$5,997,300 with the addition of the new wing, which includes 8% (\$403,859) in contingency. As long as the Scope Change can be approved in a timely manner, Sletten will be able to maintain the construction completion schedule without any extensions.

Please accept this letter as a request to modify the project scope description included in the construction contract award, to include the proposed addition to the scope. We appreciate your assistance in facilitating the scope change approval. If there is a need for additional information or if you have any questions, please contact Captain Greg Sullivan at (209) 385-7552 or greg.sullivan@countyofmerced.com.

Sincerely,



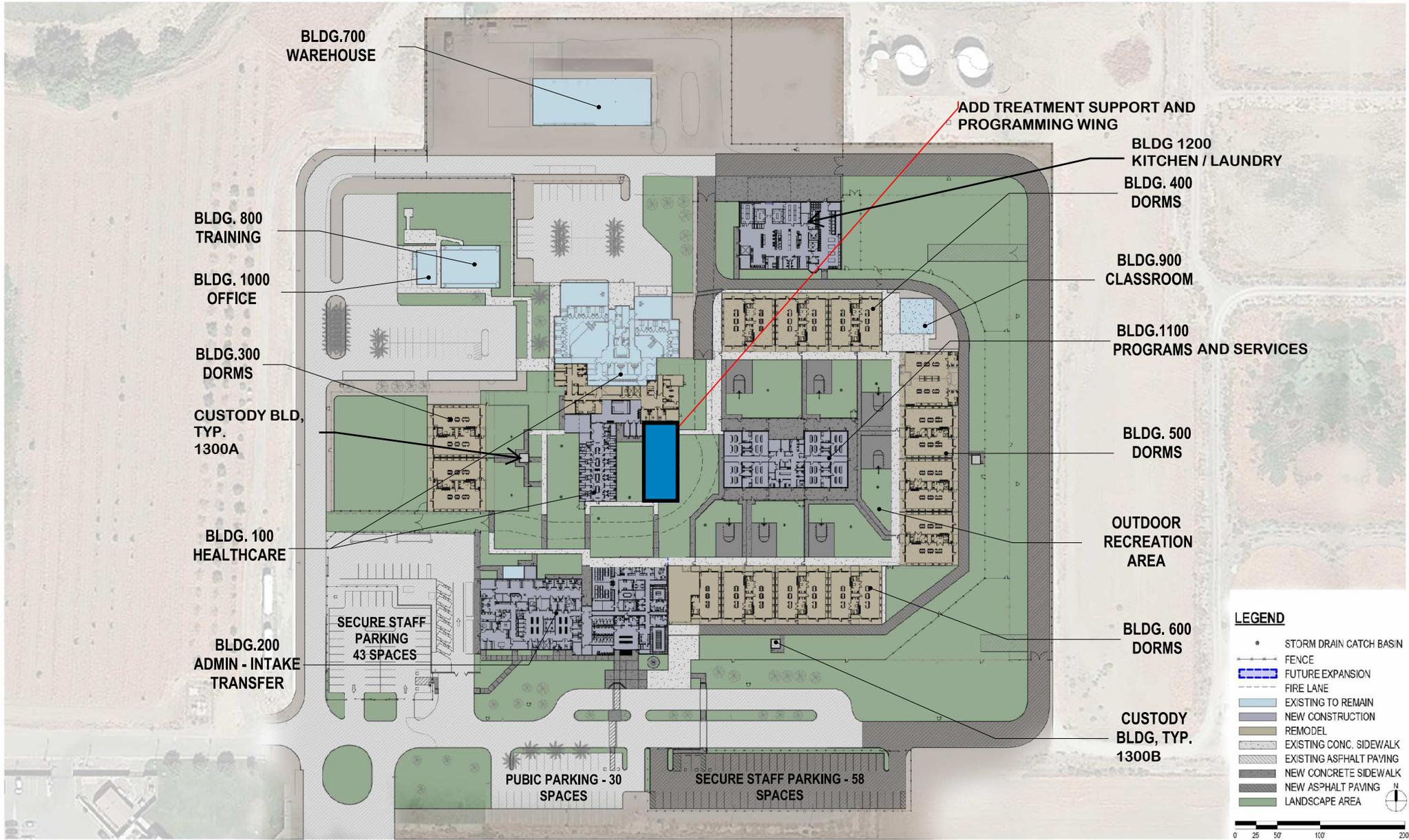
Vernon H. Warnke
Sheriff-Coroner

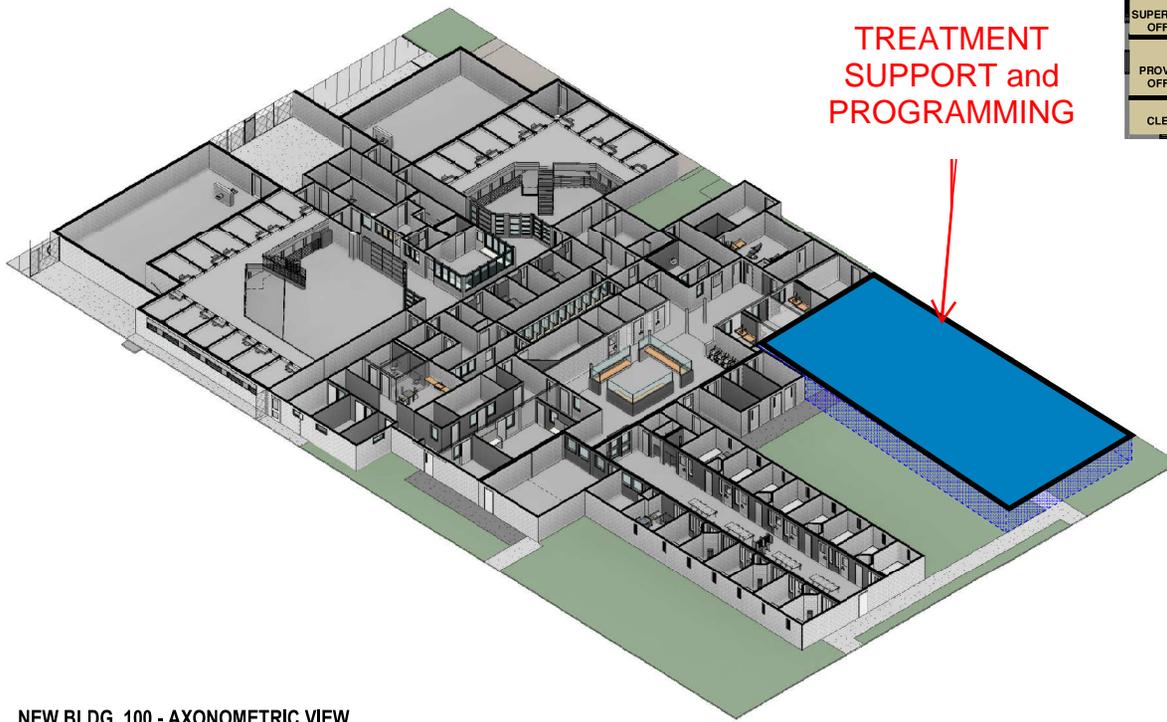
Attachments:

Exhibit A- Scope Comparison Table

Exhibit B-Site plan showing the proposed scope change

9.00 - Treatment Support and Programming								
No.	Space Description	CRITERIA DESIGN			SCOPE CHANGE			Design Remarks
		Qty	SF	TOTAL SF	Qty	SF	TOTAL SF	
9.01	Small Program Room	0	0	0	2	187	374	
9.02	Large Program Room	0	0	0	2	255	510	
9.03	Inmate Toilet	0	0	0	1	63	63	
9.04	Doctor Office	0	0	0	1	125	125	
9.05	Psych. Office	0	0	0	1	168	168	
9.06	Open Office	0	0	0	1	245	245	
9.07	Break Room	0	0	0	1	246	246	
9.08	Staff Toilet	0	0	0	1	63	63	
9.09	Janitor Closet	0	0	0	1	37	37	
TOTAL NET				0			1,831	
DEPARTMENT GROSS FACTOR							1.74	
SUBTOTAL DEPARTMENT GROSS SQUARE FEET (DGSF)							3,181	
GROSS SQUARE FEET (DGSF)				0			3,181	





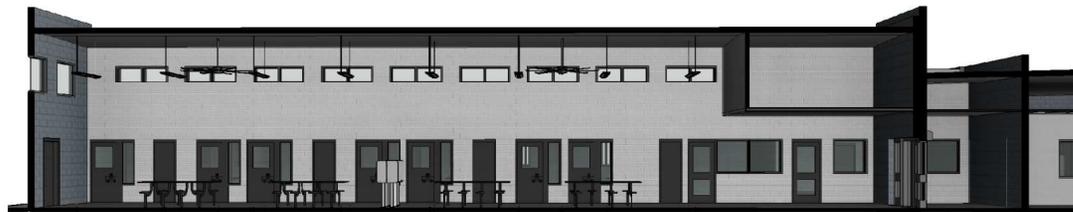
NEW BLDG. 100 - AXONOMETRIC VIEW



INTERIOR RENDER - DAYROOM

LEGEND

- FUTURE EXPANSION
- EXISTING WALLS
- NEW WALLS
- MECHANICAL
- ADMINISTRATION
- SALLYPORT
- CLINIC
- MEDICAL HOUSING
- SUPPORT
- OUTDOOR RECREATION



NEW BLDG. 100 - SECTION THROUGH DAYROOM AND NURSE STATION

NEW BLDG. 100 - VALUE - ADDED BASE DESIGN - HC. BLDG. FL. PLAN

SCALE: 3/32" = 1'-0"



PRELIMINARY | NOT FOR CONSTRUCTION



JLCC - MERCED COUNTY JAIL REMODEL AND EXPANSION
 2584 W. SANDY MUSH ROAD
 MERCED | CA 95341

VALUE - ADDED BASE DESIGN - BLDG. 100 - HEALTHCARE

DATE: 01/07/2020

FIG03
 PRESENTATION

RESERVED FOR STATE FIRE MARSHAL

Stetten COMPANIES
CORRECTIONS

Arrington Watkins Architects

700 Alhambra Blvd.
Sacramento, California 95816
Main: (916) 234-3731
Fax: (602) 279-9110

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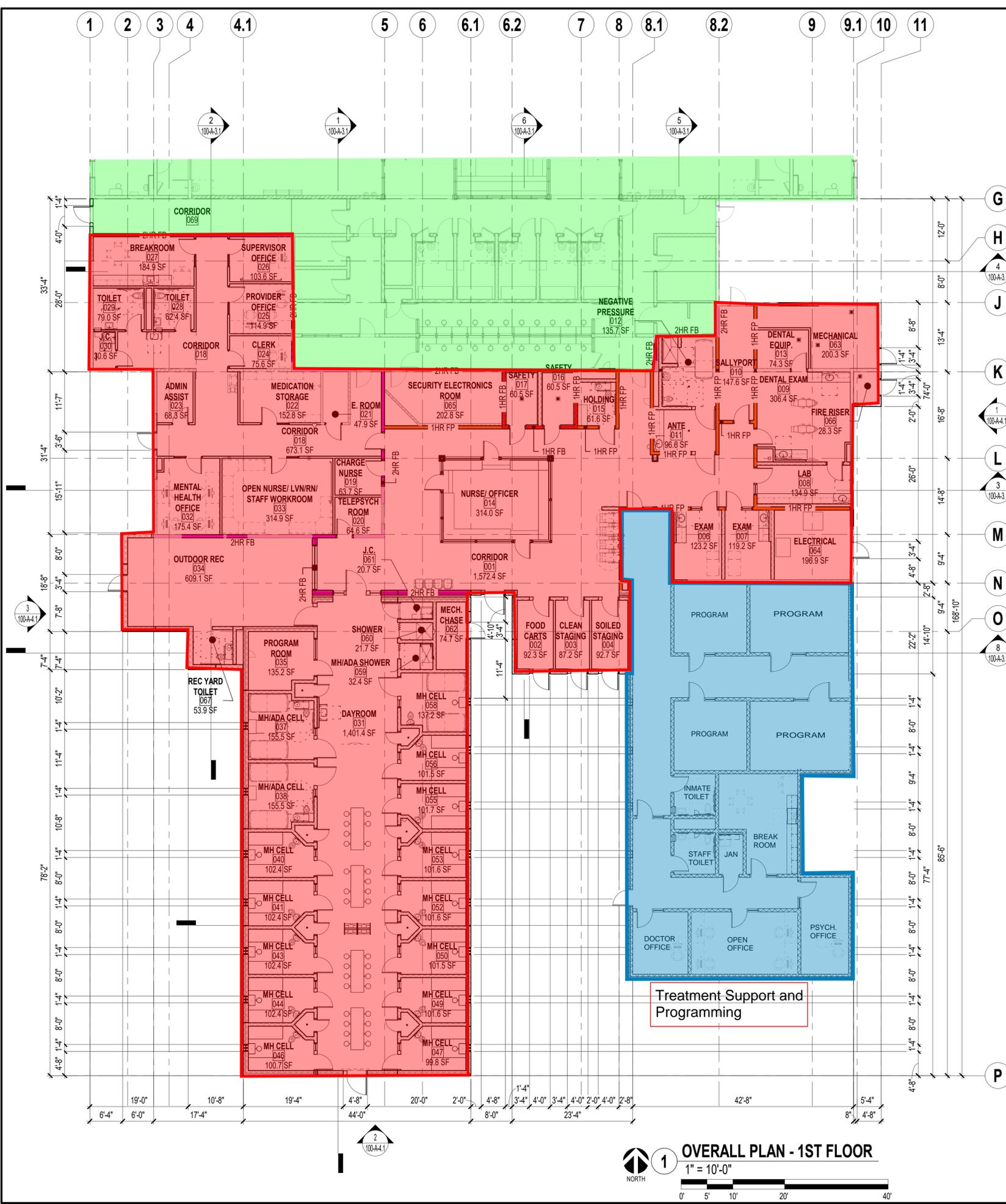
JLCC - MERCED COUNTY JAIL REMODEL AND EXPANSION
100 HOUSING & MEDICAL BUILDING
2584 W. SANDY MUSH ROAD
MERCED | CA 95341
California State Fire Marshal Project File 22-N-2953

NO.	REVISION	DATE

PROJECT NO.: 2017.009
DATE: 08/16/2022
DESIGNED BY: Designer
DRAWN BY: Author
APPROVED BY: Approver

SHEET TITLE:
HEALTHCARE ARCHITECTURAL OVERALL FLOOR PLAN

SHEET NUMBER:
100-A-2.1



FIRE RATING & CATEGORY

FIRE BARRIERS

- 1HR FB 1HR FIRE BARRIER
- EXISTING 1HR FB EXISTING 1HR FIRE BARRIER
- 2HR FB 2HR FIRE BARRIER

FIRE PARTITIONS

- 1HR FP 1HR FIRE PARTITION

SMOKE BARRIER

- 1HR SB EXISTING 1HR SMOKE BARRIER

LEGEND (GENERAL):

- X PLUMBING FIXTURES & ACCESSORIES REF. 100-G-2.1
- PT-1 FINISH LEGEND REF. 100-A-5.9
- F4-1.1 X WALL TYPES REF. 100-A-5.1
- EQ0001 EQUIPMENT REF. 100-A-5.9
- INDICATES SIDE OF WALL WITH SPECIAL CONDITION, REF. 100-A-5.1

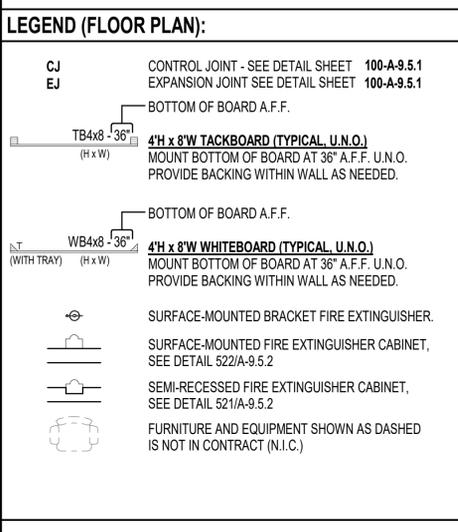
LEGEND (FLOOR PLAN):

- CJ CONTROL JOINT - SEE DETAIL SHEET 100-A-9.5.1
- EJ EXPANSION JOINT SEE DETAIL SHEET 100-A-9.5.1
- TB4x8 - 36" (H x W) 4" x 8" TACKBOARD (TYPICAL, U.N.O.) MOUNT BOTTOM OF BOARD AT 36" A.F.F. U.N.O. PROVIDE BACKING WITHIN WALL AS NEEDED.
- WB4x8 - 36" (WITH TRAY) (H x W) 4" x 8" WHITEBOARD (TYPICAL, U.N.O.) MOUNT BOTTOM OF BOARD AT 36" A.F.F. U.N.O. PROVIDE BACKING WITHIN WALL AS NEEDED.
- SURFACE-MOUNTED BRACKET FIRE EXTINGUISHER.
- SURFACE-MOUNTED FIRE EXTINGUISHER CABINET, SEE DETAIL 522/A-9.5.2
- SEMI-RECESSED FIRE EXTINGUISHER CABINET, SEE DETAIL 521/A-9.5.2
- FURNITURE AND EQUIPMENT SHOWN AS DASHED IS NOT IN CONTRACT (N.I.C.)

Existing BLDG 100 (Green)
Approved Scope of Work (Red)
Treatment Support and Programming (Blue)

GENERAL NOTES (FLOOR PLAN):

- ANY CONTRACTOR/SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING CONSTRUCTION RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS.
- ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY CONTRACTOR AT THE CONTRACTOR'S EXPENSE AND SHALL BE APPROVED BY THE OWNER AND ARCHITECT.
- ALL MATERIAL AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTIONS BY THE OWNER AND ARCHITECT. THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO INDUSTRY STANDARDS OR SPECIFICATIONS.
- FLOOR AND WALL OPENINGS, SLEEVES, VARIATIONS IN THE STRUCTURAL SLAB ELEVATIONS, DEPRESSED AREAS AND ALL OTHER ARCHITECTURAL, MECHANICAL, ELECTRICAL AND CIVIL REQUIREMENTS MUST BE COORDINATED BY THE CONTRACTOR BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.
- DETAILS MARKED "TYP" OR "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY INDICATED OTHERWISE.
- WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.
- DETAILS MARKED "SIM" OR "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE CONDITIONS NOTED. VERIFY SIMILAR DIMENSIONS OR NOTES ON DRAWINGS.
- PROVIDE WATER (MOISTURE) RESISTANT GYPSUM BOARD AT ALL TOILET ROOM PARTITIONS AND ROOMS CONTAINING SHOWERS THAT DO NOT HAVE TILE FINISHES. AT ALL AREAS RECEIVING A TILE FINISH, PROVIDE A GLASS MAT WATER RESISTANT BACKERBOARD, UNLESS NOTED OTHERWISE.
- SLOPE FLOOR TO DRAIN AT ALL LOCATIONS SHOWN ON ARCHITECTURAL AND PLUMBING DRAWINGS.
- SLOPE ALL CONCRETE SIDEWALKS AWAY FROM EXTERIOR DOORS A MAXIMUM OF 2% TO PREVENT WATER FROM RUNNING OR BEING BLOWN UNDER DOORWAYS AND TO PREVENT STANDING WATER FROM ACCUMULATING IN FRONT OF DOORS.
- ALIGN EXTERIOR FACE OF MASONRY WALLS WITH GRIDS
- ALL EXPOSED INTERIOR FACES OF RIGID INSULATION SHALL RECEIVE (1) LAYER OF 5/8" GYPSUM WALLBOARD FOR FULL HEIGHT OF WALL. THIS INCLUDES ANY PLENUM SPACES.
- ALL INTERIOR CONCRETE SLABS ON GRADE SHALL BE CONCRETE OVER VAPOR BARRIER OVER COMPACTED GRAVEL FILL.
- DIMENSIONS:
 - IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS, OR DETAILS ON DRAWINGS.
 - ALL DIMENSIONS TO STUD PARTITIONS ARE TO THE FACE OF STUD UNLESS NOTED OTHERWISE.
 - ALL ELEVATIONS ARE REFERENCED FROM TOP OF FINISH FLOOR BEING EQUAL TO 100'-0".
 - ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH WORK.
 - DIMENSIONS ARE NOT ADJUSTABLE WITHOUT APPROVAL OF THE ARCHITECT IN WRITING.
 - MINIMUM CLEARANCE AND OTHER DISABLED ACCESS DIMENSIONAL REQUIREMENTS SHALL TAKE PRECEDENCE IN ALL CASES, NOTIFY ARCHITECT OF ANY DISCREPANCIES.
 - DIMENSIONS AND GRAPHIC REPRESENTATIONS OCCURRING ON LARGER SCALED DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALED DRAWINGS.
- PICK-PROOF (SECURITY) SEALANT AND EXPANSION JOINTS SHALL BE PROVIDED BELOW 10' A.F.F. IN ALL INMATE AND IMATE ACCESSIBLE AREAS



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Agenda Item C

MEETING DATE: February 9, 2023

AGENDA ITEM: C

TO: BSCC Chair and Members

FROM: Tanya Thompson, Field Representative, tanya.thompson@bscc.ca.gov

SUBJECT: Adult Reentry Grant - Rehabilitation of Existing Property, Twenty-Four Month No-Cost Extension: **Requesting Approval**

Summary

This agenda item requests Board approval of a 24-month liquidation extension for Epidaurus, DBA Amity Foundation, to continue invoicing the Rehabilitation of Existing Property Grant. Amity Foundation experienced implementation delays and service interruptions due to COVID-19 and was unable to deliver services as planned. A 24-month liquidation period extension will allow additional time to implement the rehabilitation of existing grant as originally intended and to spend down funds in accordance with the grant agreement.

Background

The Adult Reentry Grant was established in the 2018 Budget Act (Senate Bill 840, Chapter 29, Statutes of 2018) with funding for rental assistance, warm hand-off and reentry, and the rehabilitation of existing property or buildings for housing people released from prison. A Request for Proposal (RFP) for the rehabilitation of existing property was released in 2019 (C-1). For the rehabilitation of existing property portion of the grant, one submission was received, and it was from the Amity Foundation (C-2). A Scoring Committee read and rated the proposal, and the Board approved a \$5 million award to the Amity Foundation in November 2019. Per the Budget Act, funding for the rehabilitation of existing property must be encumbered by June 30, 2021 and is scheduled to revert on June 30, 2023.

In the years following the Board's approval, Amity Foundation experienced significant implementation delays. Due to COVID-19, local licensing offices were closed for extended periods of time, license approvals were backlogged and delayed, and construction timelines were significantly impacted. In recognition of these unforeseeable events, the Governor's January 2023 Budget proposes a liquidation period extension through June 30, 2026. Amity Foundation anticipates it will require 24-months to expend funding, and the remaining time will be used for any administrative closeout. No additional funding will be provided through this action. Per the original RFP, the BSCC will continue to monitor the project through January 31, 2030.

Recommendation/Action Needed

Staff recommends that the Board approve a 24-month liquidation period extension for Epidaurus DBA Amity Foundation, to continue invoicing the Rehabilitation of Existing Property Grant, conditioned upon approval of the 2023 Budget Act. Staff also recommends the Board direct staff to make any amendments, extensions, and addendums to the grant agreement as needed to complete the grant project as originally proposed.

Attachments

C-1: Request for Proposal

C-2: Epidaurus DBA Amity Foundation Rehabilitation of Existing Property Application

Attachment C-1



Adult Reentry Grant (ARG)

Rehabilitation of Existing Property
or Buildings Component

ARG Rehab Project

REQUEST FOR PROPOSALS

Amended Budget Attachment September 24, 2019

Eligible Applicants: California
Nonprofit Community-Based Organizations

Grant Period: February 1, 2020 to January 31, 2030

RFP Released: September 13, 2019

Proposals Due: November 1, 2019 - 5:00 p.m.



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CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Adult Reentry 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

Background

The Adult Reentry Grant (ARG) Program was established in the Budget Act of 2018 (Senate Bill 840, Chapter 29, Statute of 2018). The grant program is aimed at providing support to individuals formerly incarcerated in state prison.

SB 840 dedicated \$15,000,000 for the rehabilitation of existing property or buildings for housing people released from prison. For additional information about SB 840 see Attachment A.

The intent of this funding is to increase housing resources for individuals transitioning from state prison to the community. Projects selected through this competitive-bid process may use grant funds to renovate or improve existing property or buildings to increase the capacity to house or improve the standard of housing for these individuals.

Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the Board of State and Community Corrections (BSCC) for grant funds available through the ARG Rehab of Property Project.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of a proposal. Any technical questions concerning the RFP, the proposal process or programmatic issues must be submitted by email to: ARGRehabProject@bscc.ca.gov

The BSCC will accept and respond to questions about this RFP until October 15, 2019. Questions and answers will be posted on the BSCC website and updated periodically up until October 30, 2019.

Bidder's Conferences

Prospective applicants are invited but not required to attend a Bidder's Conference. The purpose of a bidder's conference is to answer technical questions from prospective bidders and provide clarity on RFP instructions. Details are listed below:

Wednesday September 25, 2019

9:30 a.m.

Board of State and Community Corrections

1st Floor Board Room

2590 Venture Oaks Way

Sacramento, CA 95833

If your organization plans to attend the Bidder's Conference in person, please email an RSVP by September 18, 2019 with the name of the organization and the number of individuals that will attend. This will help us in planning and preparing the materials that will be needed.

EMAIL RSVP to: ARGRehabProject@bscc.ca.gov

(Subject line: ARG Rehab of Property Project Bidder's Conference– Name of CBO)

Please Note: Bidder's Conference will be livestreamed at www.bscc.ca.gov

Proposal Due Date and Submission Instructions

Applicants must submit one signed original application via email, according to the instructions below.

If the BSCC does not receive the electronic version on or before 5:00 p.m. (PST) on November 1, 2019 the proposal will not be considered.

Email the scanned copy of the proposal: ARGRehabProject@bscc.ca.gov

Description of the Grant

Grant Period

Grant funds will be available to rehabilitate existing property for a period of three years (February 1, 2019 to January 31, 2023). Grantees will be required to house persons formerly incarcerated in state prison in this housing project for a total grant period of 10 years (February 2019 to January 31, 2030).

Eligibility to Apply

Eligible applicants are Community-Based Organizations (CBOs) registered to do business in the State of California that have been determined by the IRS to have 501(c)(3) status (i.e., nonprofit). Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form. Additionally, each applicant must provide their Corporate Entity Number.

Nonprofit CBOs may partner with other Non-Governmental Organizations (NGOs) however, only one nonprofit CBO can be applicant and will be responsible for all aspects of grant administration and management.

Partner NGOs include nonprofit CBOs, for-profit CBOs, faith-based organizations (FBOs), evaluators (except government institutions such as universities), general contractors, grant management companies and any other non-governmental agency or individual.

Applicants must have a minimum of three years of experience in providing housing services to individuals formerly incarcerated in in state prison.

Eligible applicants must own and hold title to the property in fee simple that is proposed to be rehabilitated.

The applicant must have been duly organized, in existence, and in good standing in the state of California as of February 1, 2017.

Any partnering NGO that receives Adult Reentry Grant Program funds as a subgrantee, or subcontractor must:

- Have been duly organized, in existence, and in good standing at least 24 months before entering into a fiscal agreement with the BSCC grantee;
- In either instance (applicant or partner) non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the 24-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 or subcontract

- In addition, all NGOs must meet the following additional requirements:
 - Be registered with the California Secretary of State's Office, if applicable;
 - Have a valid business license, if required by the applicable local jurisdiction;
 - Have a valid Employer Identification Number (EIN) 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.

An eligible applicant may not submit more than one proposal.

Applicants must use grant funds solely for the purpose of rehabbing property or buildings to house persons formerly incarcerated in state prison.

Should the scope of work proposed also be supported by other funding sources, the applicant must ensure that the property or portion of property improved by BSCC funds is used solely to house individuals formerly incarcerated in state prison.

Should the proposed project be supported by other funding sources, those funding sources should be identified at the time of application.

Target Population

The target population identified in this RFP are people who have been formerly sentenced to and released from state prison. This includes people leaving state prison that are on parole or those monitored by the probation departments of each county through post-release community supervision (PRCS).

Eligible Projects

Grant funds may be used to rehabilitate existing property or buildings that are or will be used for housing persons previously incarcerated in state prison. Eligible housing may include transitional housing, permanent housing and safe-haven housing.

Successful applicants must agree to house the target population of individuals formerly incarcerated in state prison following completion of the project and for the duration of the grant period until January 31, 2030.

“Rehabilitation” means repairs and improvements to housing which are necessary to meet the requirements of the ARG Rehab of Property Project. This may include rehabilitation standards as defined in Section 50097 of the Health and Safety Code or to eliminate conditions specified in Section 17920.3 of the Health and Safety Code. Rehabilitation also means repairs and improvements which are necessary to meet any locally adopted standards used in local rehabilitation programs. Rehabilitation may include reconstruction.

“Existing property” means real property owned by the applicant in fee simple at the time of application. Following the project rehabilitation, the property must be used for housing the target population until January 31, 2030.

ARG Rehabilitation of Existing Property and Buildings Project grant funds may be used for:

1. Administrative costs for CBO personnel (not to exceed 10% percent of grant award);
2. On-site costs of project reconstruction of the BSCC-approved project, including site preparation;
3. Architectural programming and design (for activities by consultants and contractors);
4. Reconstruction management (for activities by consultants and contractors);
5. Building permit fees, sewer/utility use or unit fees, and building inspection fees;
6. Soil/water contamination assessment mitigation;
7. Fixed equipment items (e.g., heating, ventilation, air conditioning, plumbing, lighting, communications, security and life/safety equipment, etc.) as necessary for the operation of the housing project;
8. Fixed furnishings items (e.g., built-in and/or permanently affixed counters, tables, cabinets, seats, etc.) as necessary for the operation of the housing project;
9. Installation of existing fixed equipment and furnishings as necessary for the activation and operation of the housing project;
10. Moveable equipment and moveable furnishings necessary for the operation of the housing project; and
11. Preparation of property to meet environmental requirements.

Adult Reentry Program grant funds for may not be used for:

1. Acquisition of new property;
2. Refinancing old debt;
3. Operational funding;
4. Delivery of services;
5. Dislocation, displacement or relocation costs;
6. Excavation of burial sites
7. Off-site costs (outside of the encumbered project area) including access roads, power generation and utilities development;
8. Office supplies and equipment;
9. Bonus payments; and
10. Public art or décor items.

Funding Information

A total of \$15 million is available for the ARG Rehab of Property Project. Eligible applicants will be allowed to request a minimum of \$2 million up to a maximum amount of \$5 million for their proposed project.

A 20 percent cash match of the funds awarded to the recipient is required.

Grant funds will only be available for expenditure to rehabilitate existing property for a period of three years (February 1, 2019 to January 31, 2023). However, grantees will be required to house persons formerly incarcerated in state prison in the ARG funded project following construction for the duration of the grant period, which will end January 31, 2030. Grantees will be required to provide annual operating budgets and occupancy reports upon completion of the construction project.

General Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC Board 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 (General RFP Appendix B) for a sample grant agreement (*State of California: Contract and General Terms and Conditions*). The terms and conditions of the grant agreement may change before execution.

The Grant Agreement start date is expected to be February 1, 2020. Contracts are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances cannot begin prior to the Grant Agreement start date. Work, services, and encumbrances that occur after the start date but prior to contract execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three years after the close of the grant.

Project Management

Applicants must secure a Construction Manager to provide oversight of the project. It is recommended that projects also secure a Financial Manager as these positions have separate functions and responsibilities and should not be carried out by the same individual.

Governing Board Resolution

Applicants must submit a resolution from their governing board that the individual signing the application for Adult Reentry Grant Rehab Project is authorized on behalf of the governing board to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

Deed of Trust

Prior to any grant payments being made, and as a condition to receipt of the award, the applicant shall execute and deliver a promissory note to the Board. The amount of the

note shall be the amount of the grant and the note shall be secured by a deed of trust on the project property naming the Board of State and Community Corrections, State of California as the beneficiary. The deed of trust shall be recorded junior only to such liens, encumbrances and other matters of record approved by the Board and shall secure the Board's financial interest in the project and the performance of the applicant's program obligations. The Board shall have a lien on any property or building constructed, renovated, or remodeled for the duration of the grant agreement until January 31, 2030.

If the grantee ceases to be a nonprofit organization or the facility is no longer used for the housing of persons released from state prison, the Board may foreclose upon the lien, take possession of and sell the property.

Prevailing Wage

Labor Code sections 1720 et seq. require payment of prevailing wages for certain developments paid for in whole or in part from any public funding source and exempts other developments from this requirement. All funds provided under this program are public funds within the meaning of the Labor Code. Each applicant shall be responsible for determining on a case-by-case basis the extent of applicability of the State's prevailing wage law to its individual projects. If applicable, prior to the close of the grant program, applicant shall provide to the Board a written certification that prevailing wages have been paid or will be paid, and the records shall be available consistent with the requirements of this section.

Environmental Conditions

All project sites must be free from severe adverse environmental conditions, such as the presence of toxic waste that is economically infeasible to remove and that cannot be mitigated.

Relocation

Projects must not result in the displacement of tenants or businesses.

Conditional Use Permit

A Conditional Use Permit from the applicable jurisdiction must be submitted to the BSCC within 90 days of grant award or applicant will be deemed ineligible and the award will be rescinded.

California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.)

The BSCC has determined that projects funded by the Adult Reentry Grant Rehab Project grant are "projects" within the meaning of the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21065.) Funded projects will be limited to those that have no significant effect on the environment and are statutorily or categorically exempt from the CEQA process.

It is expected, but not required, that qualified proposals will be classified as Class 1 (existing facilities), Class 2 (replacement or reconstruction), or Class 3 (new construction or conversion of small structures) categorical exemptions.

For additional information on CEQA and statutory and categorical exemptions, please see: [http://resources.ca.gov/ceqa/docs/2019 CEQA Statutes and Guidelines.pdf](http://resources.ca.gov/ceqa/docs/2019_CEQA_Statutes_and_Guidelines.pdf)

As part of the application process, applicants must fill out the information in Appendix C, Preliminary Information for Notice of Exemption indicating which statutory or categorical exemption applies to the project. It is recommended that applicants consult with legal counsel to determine whether projects are exempt from CEQA prior to submitting an application.

If an applicant is successful and is conditionally awarded funding, the BSCC will file a Notice of Exemption with the Governor's Office of Planning and Research. (Cal. Code Regs., tit. 14, § 15062.) Prior to filing the notice, applicants will be required to provide sufficient information regarding the project so that the BSCC may certify that the project is exempt. The BSCC may require the applicant to provide an opinion by competent legal counsel attesting to the project's exempt status. The BSCC may deem ineligible and rescind a conditional award if the BSCC is unable to certify the project exempt because of one or both of the following: (1) the applicant has not provided sufficient information for the BSCC to make a determination of exempt status after 60 days following the conditional award or (2) the BSCC determines the project is not exempt from CEQA.

The filing of the Notice of Exemption and the posting on the list of notices start a 35-day statute of limitations period on legal challenges to the determination that the project is exempt from CEQA.

The BSCC will not enter into a grant agreement with the applicant until the Notice of Exemption has been filed, the statute of limitations has expired, and all legal challenges have been resolved. The BSCC may also decline to enter into a grant agreement or may rescind the conditional award if any legal challenges to the local project approval process remain unresolved after the BSCC has completed its Notice of Exemption process.

Cash Match

As indicated previously, grant recipients are required to provide a cash match of 20 percent of the grant award. Funds from governmental sources (other than the BSCC), including federal funds, may be used for the cash match provided that the terms and conditions of such funding allows it to be used within the scope of the ARG Rehab of Property Project. Eligible cash match expenditures only include only those costs as eligible for state financing (see section above, Eligible Costs for Reimbursement).

Subcontractors

Applicants are required to use a general contractor for the ARG Rehab Project. Under the supervisor of the Construction Manager, the general contractor is responsible for the day-to-day oversight of the project site, management of vendors and trades, and the communication of information to all involved parties throughout the course of the project. A three-bid process for the general contractor is required to ensure a responsible selection and increase the efficient use of grant funds by hiring a contractor at the best possible price with an appropriate level of experience and expertise. The bids should be based on criteria that the grantee has established in order to "screen out" unqualified contractors. The grantee is not required to select the lowest bid.

Title Report

The grantee must submit a preliminary title report of the project property demonstrating the applicant owns the property, as well as the history of ownership, encumbrances on the property, and any other relevant elements of legal history. The preliminary title report of the project property must be current within 30 days of the Adult Reentry Rehab of Property Project application.

Monthly Invoices and Progress Reports

Disbursement of grant funds occurs on a reimbursement basis however; reimbursement will only begin after the grantee has executed a subcontract with a general contractor for the ARG Rehab of Property Project. During the three-year period of funding availability, grantees must submit invoices (which will include a progress report) with supporting documentation to the BSCC on a monthly basis within 45 days following the end of the reporting period through an online process. Grantees must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement.

Given the reimbursement schedule and related processing time involved, grantees should plan accordingly for needed cash flow to support the project.

At such time as the balance of state's remaining funds reaches 5 percent of the total amount of reimbursement that the grantee is eligible for at the time, the state shall withhold this amount as security, to be released to the grantee upon compliance with all agreement provisions. Requests for release of this state retention will only be considered after:

1. Completion of rehabilitation of property;
2. The grantee is housing persons formerly incarcerated in state prison and/or is accepting housing requests from persons formerly incarcerated in state prison.

Following the three-year period of funding availability, grantees will continue to report to the BSCC annually by submitting proof of insurance, an annual operating budget, and an annual occupancy report for the remainder of the Grant period to January 31, 2030.

Supplanting

BSCC grant funds shall be used to support new rehabbing of existing property or buildings or to augment existing funds that expand current rehabbing activities underway. BSCC grant funds shall not be used to replace existing funds. Supplanting is strictly prohibited for all BSCC grants. When using outside funds as match, applicants must be careful not to supplant. 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.

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.

Audit Requirements

The BSCC reserves the right to call for a program or financial audit at any time between the execution of the contract and 3 years following the end of the grant period.

The California State Auditor, the California Department of Finance- Office of State Audits & Evaluation, the California State Controller's Office, 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.

Insurance Requirements

Applicant shall obtain appropriate insurance prior to the start of construction and maintain insurance for duration of the grant award (January 31, 2030). This insurance includes fire, lightning, and extended coverage insurance as well as earthquake insurance in an amount equal to the full insurable value of the project.

Grantee Orientation Process

Following the start of the grant period, BSCC staff may conduct a Grantee Orientation in Sacramento (at a date to be determined). The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer and Day-to-Day Contact attend. Grant recipients may use grant funds for travel-related expenditures such as airfare, mileage, meals, lodging and other per diem costs. Applicants should include anticipated costs in the budget section of the proposal under the "Other" category.

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 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.

All applicants must complete General RFP Appendix D certifying that they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

Grant Compliance - Monitoring Visits

BSCC conducts periodic compliance monitoring visits to grantees during the term of the grant. After the completion of the rehabilitation of property, grantees will be required to submit annually to the board: (1) proof of insurance; (2) an annual operating budget; and (3) an annual occupancy report until the end of the grant period, January 31, 2030. Additionally, after the completion of the rehabilitation of property, grantees must continue to house individuals formerly incarcerated in state prison in the rehabilitated property until the end of the grant period, January 31, 2030.

Overview of the RFP Process

Confirmation of Receipt of Proposal

Upon submission of a proposal, applicants will receive an electronic auto-confirmation email from the BSCC stating that the proposal has been received.

Disqualification – PLEASE REVIEW CAREFULLY



The following will result in an automatic disqualification:

- A PDF electronic version of the proposal package is not received by 5:00 p.m. PST on November 1, 2019.
- The Proposal Narrative and the Budget Description does not meet the narrative formatting requirements below (see Sample Formatting Tool Appendix E):
 - Arial 12-point font
 - One-inch margins on all four sides
 - 1.5-line spacing
- The Proposal Narrative exceeds 15 numbered pages in length.
- The Budget Description exceeds 5 numbered pages in length.
- The Proposal Package does not contain all required sections:
 - Coversheet
 - Checklist
 - Information Sheet
 - Proposal Narrative
 - ARG Rehab Project Budget Attachment
 - Budget Description
 - Project Activity Timeline
- The applicant's funding request was less than \$2 million.
- The applicant's funding request exceeded \$5 million.
- The applicant did not sign, check boxes and submit a Certification of Compliance with BSCC (Appendix D).

- The applicant did not provide a Governing Board Resolution conferring authority to a signatory by name and title who is authorized to apply for and contract with the BSCC for the Adult Reentry Grant Program (including any amendments thereof).
- The applicant did not provide proof that they are a CBO registered to do business in the State of California, active in good standing status with the Secretary of State for the last 3 years by submitting:
 - A copy of the applicant's registration and active status as a CBO on the Secretary of State's database (<https://businesssearch.sos.ca.gov/>)
 - A Letter of Determination from the IRS or the most recent 990 IRS form
- The applicant did not submit a preliminary title report of the project property, current within 30 days of application.
- Applicant did not complete Preliminary Information for Notice of Exemption (Appendix C)

NOTE: Disqualification means that the proposal will not move to the Scoring Committee for the Proposal Rating Process.

Proposal Rating Process

Unless disqualified, the proposal will advance to the Scoring Panel for the Proposal Rating Process. The Scoring Panel will read and assign points to each Proposal in accordance with the prescribed rating factors listed in the table below.

Scoring Panel members will base their points on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget Section. Following the Proposal Rating Process, the Scoring Panel will develop funding recommendations for consideration by the BSCC Board.

At the conclusion of the rating process, applicants will be notified of the Board's funding recommendations. It is anticipated that the Board will act on the recommendations at a meeting in January 2020. Applicants and partners are not permitted to contact members of the Scoring Panel or the BSCC Board to discuss proposals.

Summary of Key Dates

The following table shows an estimated timeline of key dates related to the Adult Reentry Program.

Activity	Date
Release Request for Proposals	September 13, 2019
Bidder's Conference (Sacramento)	September 25, 2019
Proposals Due to the BSCC	November 1, 2019

Activity	Date
Proposal Rating Process and Development of Funding Recommendations	November/December 2019 January 2020
BSCC Board Considers Funding Recommendations	January 23, 2020
Notice to Grantees	January 24, 2020
New Grants Begin	February 1, 2020
New Grantee Orientation	TBD
Funding Availability Ends for Rehabilitation of Existing Property	January 31, 2023
Grant Period Ends	January 31, 2030

Scoring Process

Rating Factors

Shown in the table below are five (5) Rating Factors and the maximum points assigned to each factor. The Board of State and Community Corrections assigned a percent value to each of the five (5) rating factors, correlating to its importance (see Percent of Total Value column).

Adult Reentry Grant Rehabilitation of Existing Property and Buildings Rating Factors and Scoring System

	Rating Factors	Point Range	Percent of Total Value	Weighted RF Score
1	Project Need	1-5	15%	30
2	Project Description	1-5	35%	70
3	Organizational Capacity	1-5	15%	30
4	Readiness	1-5	15%	30
5	Project Budget	1-5	20%	40
Maximum Possible Proposal Score:			100%	200

Raters will assign points to an applicant's response in each of these rating factors on a scale of 1 – 5, according to the rating scale shown below. The points allocated to each rating factor are weighted according to the Percent of Total Value to arrive at the Weighted Rating Factor Score. The Weighted Rating Factor scores are summed to calculate the overall score for each proposal. The maximum possible proposal score is 200.

Threshold/Minimum Score

In order to be considered for funding, a threshold of 60%, or a minimum score of 120 total points, must be earned.

Five-Point Rating Scale

Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response addresses the criteria in a very inadequate way.	The response addresses the criteria in a non-specific or unsatisfactory way.	The response addresses the criteria in an adequate way.	The response addresses the criteria in a substantial way.	The response addresses the criteria in an outstanding way.

Part II: Proposal Instructions

The following items are included in this section:

- Cover Sheet
- Proposal Checklist
- Applicant Information Form – Instructions
- Applicant Information Form
- Proposal Narrative
- Project Activities Timeline
- Project Budget
 - 5a. ARG Rehab Project Budget Attachment - Budget Table & Budget Detail
 - 5b. Budget Description

Adult Reentry Grant (ARG) Rehab of Property Project

Proposal Package Coversheet

Submitted by:

Applicant Name:

Date Submitted:

Date:

ARG Rehab of Property Project Applicant Checklist

A complete Proposal Package must contain the following (to be submitted in the order listed):

Required Items for Application:		✓
1	Cover Sheet <ul style="list-style-type: none"> • Insert Applicant Name and Date of Submission 	
2	Proposal Checklist <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
3	Applicant Information Form (must include valid Corporate Entity Number) <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
4	Proposal Narrative (15 pages or less)	
5	Proposal Budget Table and Budget Table Line Item Detail - Completed 5a ARG Rehab Project Budget Attachment (Excel workbook)	
6	Budget Description (template with narrative format, 5 pages or less)	
7	Project Activity Timeline (Attachment A)	
8	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix D) <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
9	Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form <u>and</u> a scanned copy of the applicant's status as registered on the Secretary of State's database (https://businesssearch.sos.ca.gov/)	
10	Title Report of the project property, current within 30 days of application	
11	Preliminary Information for Notice of Exemption Form (Appendix C)	
12	Governing Board Resolution conferring authority to a signatory by name and title who is authorized to apply for <u>and</u> sign contracts and amendments thereof	

***PLEASE NOTE: ATTACHMENTS AND DOCUMENTS OTHER THAN THOSE LISTED ABOVE WILL NOT BE CONSIDERED OR FORWARDED TO THE SCORING COMMITTEE.**

*

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

X

Date:

Applicant Authorized Signature (see Applicant Information Form, Part N, next page)

Applicant Information Form: Instructions

- A. Applicant:** Complete the required information for the community-based organization submitting the proposal.
- B. Tax Identification Number:** Provide tax identification number of the Applicant.
- C. Corporate Entity Number:** Applicant must provide the 7-digit unique Corporate Entity Number that verifies that the applicant is registered and organized with the secretary of state.
- D. CBO Applicants:** List the names of the cities and towns (not the county) in which your CBO is proposing to provide services.
- E. Project Title:** Provide the title of the project.
- F. Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- G. Grant Funds Requested:** Identify the amount of grant funds requested.
- H. Applicant is a 501(c)(3):** Identify whether your organization meets requirements of 501(c)(3) status with the IRS. Check either yes or no.
- I. Verification of 501(c)(3) status:** Provide a scanned copy of the applicant's Active Status as registered on the Secretary of State's database (<https://businesssearch.sos.ca.gov/>). Check the type of verification you have submitted by checking either a 990 IRS form (only face sheet needed) or a IRS Letter of Determination.
- J. Project Director – Construction Manager:** Provide the name, title, and contact information for the individual responsible for construction oversight and management of the project. This person must be an employee of the Grantee not a subcontractor.
- K. Financial Officer – Financial Manager:** 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 Grantee.
- L. 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. This person must be an employee of the Grantee.
- M. 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. This person must be an employee of the Grantee.
- N. Authorized Signature:** Complete the required information for the person authorized by Board Resolution to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields. Provide evidence of authority (e.g., board resolution conferring authority to the signatory by name and title within the organization).

ARG Program Rehab of Property Project Applicant Information Form

A. CBO APPLICANT				B. TAX ID #		C. CORPORATE ENTITY #		
NAME OF APPLICANT				TAX IDENTIFICATION #:		CORPORATE ENTITY #		
STREET ADDRESS			CITY		STATE		ZIP CODE	
MAILING ADDRESS (if different)			CITY		STATE		ZIP CODE	
D. CBO APPLICANTS: List the cities and towns in which your organization will provide Adult Reentry Program funded services.								
E. PROJECT TITLE:								
F. SUMMARY of REHABBING PROJECT (100-150 words):								
G. GRANT FUNDS REQUESTED:			H. APPLICANT IS A 501(c)(3)		I. VERIFICATION OF 501(c)(3) STATUS			
\$			YES <input type="checkbox"/> NO <input type="checkbox"/>		Confirmation of Active Status with SOS <input type="checkbox"/> AND IRS 990 <input type="checkbox"/> OR Letter of Determination <input type="checkbox"/>			
J. PROJECT DIRECTOR - CONSTRUCTION MANAGER:								
NAME			TITLE			TELEPHONE NUMBER		
STREET ADDRESS					FAX NUMBER			
CITY		STATE		ZIP CODE		EMAIL ADDRESS		
K. FINANCIAL OFFICER – FINANCIAL MANAGER:								
NAME			TITLE			TELEPHONE NUMBER		
STREET ADDRESS					FAX NUMBER			
CITY		STATE		ZIP CODE		EMAIL ADDRESS		
PAYMENT MAILING ADDRESS (if different)			CITY			STATE		ZIP CODE

L. DAY-TO-DAY <u>PROJECT</u> CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
M. DAY-TO-DAY <u>FISCAL</u> CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
N. AUTHORIZED SIGNATURE			
<p>By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.</p>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (Blue Ink Only)			DATE
X			

CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Adult Reentry 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.)

ARG Rehab of Property Project

Instructions for Proposal Narrative, Project Budget and Budget Detail

Instructions: The Proposal Narrative section must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **15 numbered pages** in length (See Sample Proposal Formatting Tool Appendix E).

Each Proposal Narrative section should be titled according to its section header as provided (e.g., Project Need, Project Description, Organizational Capacity, Readiness to Proceed). Within each section, address the bulleted items in a cohesive, comprehensive narrative format. You may use footnotes as references however, these must be formatted within the document as indicated above. Do not include website links, charts, graphs or other graphics.

The 15 pages of the Narrative sections do not include the Cover Sheet, Proposal Checklist, Applicant Information Form, Budget Table or Budget Detail section or other required attachments (see *Proposal Checklist*). It is up to the applicant to determine how to use the total 15-page limit in addressing each Narrative section, however as a guide, the percent of total point value for each section is listed under each section header.

The Budget Table and Budget Table Detail must be completed using the Budget Attachment (an Excel workbook, a link is provided on page 23).

The Budget Description section is separate from the Proposal Narrative section and must be submitted in Arial 12-point font with one-inch margins on all four sides. The Budget Description must be 1.5-line spaced and cannot exceed **5 numbered pages** in length. It is up to the applicant to determine how to use the total 5-page limit in addressing the Budget Detail, however as a guide, the percent of total point value for the Budget is listed under the section header.

Address the Rating Factor below in narrative form:

Section 1. Project Need (Weighted at: 15%)	
1.1	Explain conditions within the community(ies), including any housing gaps, that can be addressed by the Rehabilitation of Existing Property and Buildings proposal.
1.2	Describe the extent to which the project will address the needs of the grant's target population – individuals formerly incarcerated in state prison.
1.3	Describe relevant key local qualitative and/or quantitative data in support of the need.

Address the Rating Factor below in narrative form:

Section 2. Project Description (Weighted at: 35%)	
2.1	Describe the planning process used to develop the design for the proposed renovation, remodel or improvements to existing property and/or buildings.
2.2	Describe the proposed ARG Rehab Project, including: <ul style="list-style-type: none"> • The type of property (e.g. transitional housing, permanent supportive housing, safe haven/shelter, etc.) and current purpose. • The current overall housing capacity (number and types of units or bed space) and the capacity designated for the target population. • A detailed scope of work proposed for the rehabilitation of existing property or buildings project.
2.3	Complete the Project Activity Timeline (Attachment A of the RFP) identifying key events, dates and comments as appropriate for the proposed project.
2.4	Provide a comprehensive description of the anticipated outcomes at the conclusion of the project, including: <ul style="list-style-type: none"> • Number and types of units or bed space (if any), and/or improvements to existing conditions, program spaces, and other ancillary spaces. • How the modifications will provide for a safe, sanitary, and appropriate living environment. • How the outcomes will address conditions within the community and serve the target population. • The projected overall capacity of the project and the designated capacity for the target population.
2.5	Explain a plan to ensure the project will not result in the displacement of tenants or businesses.
2.6	Describe a plan, including future operating income and expenses, to ensure that the target population (relative to the amount of grant funds used to support the overall project) will be housed at this property in safe and sanitary conditions for the length of the grant period. Include methods for determining eligibility and data collection and record keeping.
2.7	Describe the project's accessibility to reentry services and resources such as public transportation, shopping, health and behavioral health care services.
2.8	Describe how the project will provide a supportive and therapeutic community.

Address the Rating Factor below in narrative form:

Section 3. Organizational Capacity (Weighted at 15%)	
3.1	Describe applicant's experience in: <ul style="list-style-type: none"> • Addressing the housing needs of the target population. • Developing projects within reasonable timeframes and budgets. • Owning real estate assets and maintaining the financial and physical viability of these assets. • Compliance with federal, state and local zoning, housing, and environmental laws and regulations.
3.2	Describe the feasibility of completing the proposed project as outlined in the Project Activity Timeline (Attachment A of the Rehabilitation of Property Request for Proposal).
3.3	Detail other capital in place to support the proposed project, including how the applicant will ensure that BSCC funds are used to solely house the target population.

Section 4. Readiness to Proceed (Weighted 15%)	
4.1	Describe applicant's overall readiness to proceed and begin construction upon grant award, including how the proposed renovations, remodels or improvements will be complete by the end of the grant cycle.
4.2	Describe applicant's current status in obtaining permits and satisfying any other state and local requirements, including CEQA, that are needed to begin the ARG Rehab of Property Project.
4.3	Describe applicant's current funding sources and whether funding is available to begin construction or whether applicant will require a loan or need to acquire other funding for the project.

Address the rating factor below by completing the 5a ARG Rehab Project Budget Attachment (accessible by link below), which includes a Budget Table and Budget Line Item Detail. Then complete the 5b Budget Description template (Instructions and template below).

Section 5: Project Budget (Weighted at 20%)	
5.1	Provide complete and detailed budget information in each section of the ARG Rehab Project Budget Attachment (5a link below) and Budget Description (5b narrative instructions below) that includes: <ul style="list-style-type: none"> • Language justifying each expense.

	<ul style="list-style-type: none"> • Expenses that are tied to project and planned project activities. • Positions and roles/responsibilities of staff outlined in the RFP
5.2	Describe the cost effectiveness of the project within the Budget Description format (Section 5b below).
5.3	Describe the source of the matching funds within the Budget Description (Section 5b below).
5.4	If the Total Project Value exceeds the amount of BSCC grant funds requested, describe the source, amount and purpose of additional funds that will support the total project in the Budget Description (Section 5b below).

5a ARG Rehab Project Budget Attachment Instructions:

As part of the application process, applicants are required to submit the **5a ARG Rehab Project Budget Attachment**, which includes a Budget Table and Budget Line Item Detail in an Excel Workbook that can be accessed using the link below.

Upon submission, the ARG Rehab Project Budget Attachment will become Section 5a of the proposal and will be rated as such based on the Program Budget rating criteria listed above.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Table Line Item Detail. While it is understood the applicants will be providing estimated costs at the time of application, true costs determined post-award will not result in an increase or decrease to the grant award. Detailed instructions for completing the ARG Rehab Project Budget Attachment are listed on the Instructions tab of the Excel workbook.

[5a ARG Rehab Project Budget Attachment - Link](#)

5b Budget Description Instructions:

Instructions: The purpose of the **5b Budget Description** is to support the amounts requested in the Budget Table and Budget Line Item Detail in the 5a ARG Rehab Project Budget Attachment and further respond to the Budget rating factor. The 5b Budget Description must be submitted in Arial 12-point font with one-inch margins on all four sides. The Budget Description must be double-spaced and cannot exceed **5 pages** in length using the template provided below. Provide the information listed under each line item below with narrative to explain how the requested grant funds, cash match and any additional funds contributing to the project will be used to achieve project goals. The numbers entered into the template below must match those populated in the Budget Table (5a).

1. **Administrative Salaries and Benefits** (not to exceed 10% percent of grant funds): Provide the classification/title, percentage of time, salary/hourly rates, and benefits. Note: salaries and benefits of all other contracted staff go under the line item of Subcontractors.
 - A. Grant Funds Requested: \$
Narrative Detail:
 - B. Cash Match Funds: \$
Narrative Detail:
 - C. Grant Total (A + B): \$
 - D. Additional Funds Contributing to the Overall Project: \$
Narrative Detail:
 - E. Total Project Value (A + B + D) for Administrative Salaries & Benefits: \$

2. **Sub-Contractors:** List all individuals or businesses with whom the grantee will contract to perform part or all of the obligations of the BSCC Grant Agreement. This line item shall include a "general contractor" with overall responsibility for part or all of the project and may also include other subcontractors as needed for the project.
 - A. Grant Funds Requested: \$
Narrative Detail:
 - B. Cash Match Funds: \$
Narrative Detail:
 - C. Grant Total (A + B) \$
 - D. Additional Funds Contributing to the Overall Project: \$
Narrative Detail:
 - E. Total Project Value (a + b + c) for Sub Contractor(s): \$

3. **Architectural Planning:** Cost related to architectural plans and specifications that may include: outline specifications (equipment, and furnishings); floor plans (to scale with dimensions, room designation, references, wall types, and ratings); building sections (heights and dimensions); interior elevations; and preliminary structural, mechanical, and electrical drawings.

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B): \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (A + B + D) for Architectural Planning(s): \$

4. Additional Eligible Costs: (See list of Eligible Costs (pgs. 4-5))

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B): \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (A + B + D) for Additional Eligible Costs: \$

5. Other (Travel): Itemize all costs associated with travel for one trip to Sacramento for grantee orientation.

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B): \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (A + B + D) for Other: \$

Part III: General RFP Appendices

General RFP Appendix ASenate Bill 840

General RFP Appendix B Sample Grant Agreement

General RFP Appendix CPreliminary Information for Notice of Exemption

General RFP Appendix D Certification of Compliance with BSCC Policies
Regarding Debarment, Fraud, Theft, and Embezzlement

General RFP Appendix E Sample Proposal Formatting Tool

General RFP Appendix A: Senate Bill 840

Adult Reentry Grant

The Budget Act of 2018 (Senate Bill 840, Chapter 29, Statutes of 2018¹)

5227-110-0001—For local assistance, Board of State and Community Corrections	50,000,000
Schedule: (1) 4945-Corrections Planning and Grant Programs.....	50,000,000

Provisions:

1. Funds appropriated in this item shall be awarded by the Board of State and Community Corrections as competitive grants to community based organizations to support offenders formerly incarcerated in state prison. The board shall form an executive steering committee with members from relevant state agencies and departments with expertise in public health, housing, workforce development, and effective rehabilitative treatment for adult offenders, including, but not limited to, the Department of Housing and Community Development, the Office of Health Equity, county probation, representatives of reentry-focused community based organizations, criminal justice impacted individuals, and representatives of housing-focused community based organizations, to develop grant program criteria and make recommendations to the board regarding grant award decisions.
2. Of the amount appropriated in this item:
 - (a) \$25,000,000 shall be available for rental assistance.
 - (b) \$15,000,000 shall be available for the rehabilitation of existing property or buildings for housing offenders released from prison.
 - (c) \$9,350,000 shall be available to support the warm hand-off and reentry of offenders transitioning from prison to communities.
 - (d) Notwithstanding Provision 1 of this item, \$150,000 shall be available to support the Berkeley Underground Scholars Initiative at the University of California, Berkeley.
3. Of the amount appropriated in this item, \$500,000 shall be available to the Board of State and Community Corrections for transfer to Schedule (1) of Item 5227-001-0001 for costs to administer the grant programs and report on program outcomes. Funds transferred pursuant to this provision are available for encumbrance or expenditure until June 30, 2021.
4. Funds appropriated in this item are available for encumbrance or expenditure until June 30, 2021.

¹ http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB840

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER BSCC XXX-19	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
FEBRUARY 1, 2020

THROUGH END DATE
JANUARY 31, 2030

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 and attachments, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	ARG Rehabilitation of Existing Property or Building Project Request for Proposals*	*
Attachment 2	ARG Rehabilitation of Existing Property or Building Project Application for Funding	XX
Appendix A*	ARG Rehabilitation of Existing Property or Building Project Scoring Panel*	*
Appendix B	Criteria for Non-Governmental Organizations Receiving ARG Funds	2

* Items with an * are hereby incorporated by reference and can be viewed at: http://www.bscc.ca.gov/s_argrant

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, Ste 200	CITY Sacramento	STATE CA	ZIP 95833
--	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING RICARDO GOODRIDGE	TITLE Deputy Director
---	--------------------------

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
---	-------------

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

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Adult Reentry Grant – Rehab of Property Project

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

2. PROJECT SUMMARY AND ADMINISTRATION

A. Project Summary here.....

B. Grantee agrees to administer the project in accordance with Attachment 1: ARG Rehabilitation of Existing Property or Building Project Program Request for Proposals (RFP) (incorporated by reference) and Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

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

Authorized Officer with legal authority to sign:

Name:

Title:

Address:

Phone:

Email:

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: ARG Rehabilitation of Existing Property or Building Project RFP and Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding.

5. REPORTING REQUIREMENTS

A. Title Report

The grantee must have on file with the BSCC a current preliminary title report of the project property demonstrating the Grantee owns the property, as well as the history of ownership, encumbrances on the property, and any other relevant elements of legal history.

B. Monthly Progress Reports

During the three-year period of funding availability (February 1, 2019 to January 31, 2023), Grantee will submit monthly progress reports, which are included as a section of the monthly invoicing process. The progress report section will describe progress made on program objectives and include required data. Reports shall be submitted according to the schedule listed in Exhibit B, Section 1.A. Monthly Invoicing.

C. Annual Budget and Occupancy Reports

Following the three-year funding availability period, Grantee is required to house persons formerly incarcerated in state prison in the ARG funded project following construction for the duration of the grant period, which will end January 31, 2030. Upon completion of the construction project, Grantee shall provide annual reports that include operating budgets, proof of insurance and occupancy reports. The Annual Budget and Occupancy Report is due January 31 each year following completion of construction through the end of the grant period.

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

6. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The BSCC will file a Notice of Exemption from CEQA with the Governor's Office of Planning and Research. (Cal. Code Regs., tit. 14, § 15062.) Prior to filing the notice, Grantee shall provide sufficient information regarding the project so that the BSCC may certify that the project is exempt. The BSCC may require the Grantee to provide an opinion by competent legal counsel attesting to the project's exempt status. The BSCC may deem ineligible and rescind a conditional award if the BSCC is unable to certify the project exempt because of one or both of the following: (1) the Grantee has not provided

EXHIBIT A: SCOPE OF WORK

sufficient information for the BSCC to make a determination of exempt status after 60 days following the conditional award or (2) the BSCC determines the project is not exempt from CEQA.

The filing of the Notice of Exemption and the posting on the list of notices start a 35 - day statute of limitations period on legal challenges to the determination that the project is exempt from CEQA.

The BSCC will not enter into a grant agreement with the applicant until the Notice of Exemption has been filed, the statute of limitations has expired, and all legal challenges have been resolved. The BSCC may also decline to enter into a grant agreement or may rescind the conditional award if any legal challenges to the local project approval process remain unresolved after the BSCC has completed its Notice of Exemption process.

7. DEED OF TRUST

Prior to any grant payments being made, and as a condition to receipt of the award, the Grantee shall execute and deliver a promissory note to the Board. The amount of the note shall be the amount of the grant and the note shall be secured by a deed of trust on the project property naming the Board of State and Community Corrections, State of California as the beneficiary. The deed of trust shall be recorded junior only to such liens, encumbrances and other matters of record approved by the Board and shall secure the Board's financial interest in the project and the performance of the applicant's program obligations. The Board shall have a lien on any property or building constructed, renovated, or remodeled for the duration of the grant agreement until January 30, 2030.

If the grantee ceases to be a nonprofit organization or the facility is no longer used for the housing of persons released from state prison, the Board may foreclose upon the lien, take possession of and sell the property.

8. PROJECT RECORDS

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

EXHIBIT A: SCOPE OF WORK

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

9. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the ARG Rehabilitation of Existing Property or Buildings Scoring Panel (Scoring Panel) from receiving funds awarded under the ARG Rehabilitation of Existing Property or Buildings RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the ARG Scoring Panel roster (*Appendix A - incorporated by reference and available here: http://www.bscc.ca.gov/s_argrant/* October 20, 2019) and ensuring that no grant dollars are passed through to any entity represented by the members of the ARG ESC or 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 PAYMENT**

A. **Monthly Invoicing:** During the three-year period of funding availability, Grantee shall be paid monthly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period. Reimbursement will begin only after the Grantee has executed a subcontract with a general contractor for the ARG Rehabilitation of Existing Property or Buildings Project. Grantee must submit invoices (which will include a progress report) with supporting documentation within 45 days following the end of the reporting period through an online process.

Invoicing Periods**Due no later than:**

1. February 1, 2020 to February 28, 2020	April 15, 2020
2. March 1, 2020 to March 31, 2020	May 15, 2020
3. April 1, 2020 to April 30, 2020	June 15, 2020
4. May 1, 2020 to May 31, 2020	July 15, 2020
5. June 1, 2020 to June 30, 2020	August 15, 2020
6. July 1, 2020 to July 31, 2020	September 15, 2020
7. August 1, 2020 to August 31, 2020	October 15, 2020
8. September 1, 2020 to September 30, 2020	November 15, 2020
9. October 1, 2020 to October 31, 2020	December 15, 2020
10. November 1, 2020 to November 30, 2020	January 15, 2021
11. December 1, 2020 to December 31, 2020	February 15, 2021
12. January 1, 2021 to January 31, 2021	March 15, 2021
13. February 1, 2021 to February 28, 2021	April 15, 2021
14. March 1, 2021 to March 31, 2021	May 15, 2021
15. April 1, 2021 to April 30, 2021	June 15, 2021
16. May 1, 2021 to May 31, 2021	July 15, 2021
17. June 1, 2021 to June 30, 2021	August 15, 2021
18. July 1, 2021 to July 31, 2021	September 15, 2021
19. August 1, 2021 to August 31, 2021	October 15, 2021
20. September 1, 2021 to September 30, 2021	November 15, 2021
21. October 1, 2021 to October 31, 2021	December 15, 2021
22. November 1, 2021 to November 30, 2021	January 15, 2022
23. December 1, 2021 to December 31, 2021	February 15, 2022
24. January 1, 2022 to January 31, 2022	March 15, 2022
25. February 1, 2022 to February 29, 2022	April 15, 2022
26. March 1, 2022 to March 31, 2022	May 15, 2022
27. April 1, 2022 to April 30, 2022	June 15, 2022
28. May 1, 2022 to May 31, 2022	July 15, 2022
29. June 1, 2022 to June 30, 2022	August 15, 2022
30. July 1, 2022 to July 31, 2022	September 15, 2022
31. August 1, 2022 to August 31, 2022	October 15, 2022
32. September 1, 2022 to September 30, 2022	November 15, 2022
33. October 1, 2022 to October 31, 2022	December 15, 2022
34. November 1, 2022 to November 30, 2022	January 15, 2023

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- | | |
|---|-------------------|
| 35. December 1, 2022 to December 31, 2022 | February 15, 2023 |
| 36. January 1, 2023 to January 31, 2023 | March 15, 2023 |

- B. An invoice is due to the BSCC even if grant funds are not expended during the reporting period.
- C. Grantee must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the Grantee on site and be readily available for review during BSCC site visit.

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. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through ARG funding generated from the General Fund. 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 granted through the California Budget Act of 2018 (Senate Bill 840, Chapter 29, Statutes of 2018) and the California Budget Act of 2019 (Assembly Bill 74, Chapter 23, Statutes of 2019.) It is mutually agreed that if the Budget Acts do not appropriate sufficient funds for the program, this Grant Agreement shall be of 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.
- B. If ARG funding is reduced or falls below estimates contained within the ARG Request for Proposals, 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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during term of the grant agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at http://www.bscc.ca.gov/s_correctionsplanningandprograms/
- B. 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.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. 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.
- E. 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

- B. 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.
- C. At such time as the balance of state's remaining funds reaches 5 percent of the total amount of reimbursement that the grantee is eligible for at the time, the state shall withhold this amount as security, to be released to the grantee upon compliance with all agreement provisions. Requests for release of this state retention will only be considered after:
 - 1) Completion of rehabilitation of property;

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- 2) The grantee is housing persons formerly incarcerated in state prison and/or is accepting housing requests from persons formerly incarcerated in state prison.
- D. 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.
- E. In the event that grant funds are withheld from the Grantee, the BSCC’s Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

Budget Line Items	A Grant Funds	B Match Funds	C Grant Total	D Additional Funding	E Total Project Value
1. Administrative Salaries & Benefits <i>(not to exceed 10% of grant funds)</i>	\$0	\$0	\$0	\$0	\$0
2. Subcontracts	\$0	\$0	\$0	\$0	\$0
3. Architectural Planning	\$0	\$0	\$0	\$0	\$0
4. Additional Eligible Costs	\$0	\$0	\$0	\$0	\$0
7. Other (Travel, Training, etc.)	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0

EXHIBIT C: GENERAL TERMS AND CONDITIONS

General Terms and Conditions – GTC 04/2017

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
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.

EXHIBIT C: GENERAL TERMS AND CONDITIONS

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

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.

EXHIBIT C: GENERAL TERMS AND CONDITIONS

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

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.

EXHIBIT C: GENERAL TERMS AND CONDITIONS

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is 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: ARG Rehabilitation of Existing Property or Building Project RFP and Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- D. Grantee shall immediately notify the BSCC if there is change in circumstances so that grantee no longer meets the eligibility criteria of the ARG Rehabilitation of Existing Property or Building Project RFP. Grantee must immediately notify the BSCC if there is a change in grantee's nonprofit status or loss of good standing in the State of California (e.g., suspension or rescission of legal status by the Secretary of State for any reason, including but not limited to, failing to file forms, paying required fees, or making tax payments).

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

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

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: ARG Rehabilitation of Existing Property or Building Project RFP, Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding., documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

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

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
- 1) Books and Records
Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.
 - 2) Access to Books and Records
Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: ARG

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

Program Request for Proposals and Attachment 2: ARG Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: ARG Request for Proposals and Attachment 2: ARG Application for Funding, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
 - 4) if grantee no longer meets the criteria of an eligible applicant. A grantee no longer meets the criteria of an eligible applicant if grantee's nonprofit status changes or grantee is no longer in good standing with the State of California. A loss of good standing may include suspension or rescission of legal status by the California Secretary of State for any reason, including but not limited to, failing to file forms, pay required fees, or making tax payments.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

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

10. WAIVER

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

APPENDIX A: ARG REHABILITATION OF EXISTING PROPERTY OR BUILDINGS SCORING PANEL

The Scoring Panel roster is incorporated by reference and can be accessed here:
http://www.bscc.ca.gov/s_argrant/ (available October 20, 2019)

SAMPLE
GRANT
AGREEMENT

APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZAITONS RECEIVING ARG FUNDS

The ARG Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving ARG funds. The RFP describes these requirements as follows:

Any Community Based Organization that receives ARG grant funds as an applicant must have been duly organized, in existence, and in good standing as of February 1, 2017.

Any partnering NGO that receives Adult Reentry Grant Program funds as a subgrantee, or subcontractor must have been duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with the BSCC grantee)

- In either instance (applicant or partner) Non-governmental organizations 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 or sub-contract.
- In addition, all NGOs must meet the following additional requirements:
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, if required by the applicable local jurisdiction;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

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

APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZAITONS RECEIVING ARG FUNDS

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

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the ARG RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

The BSCC will not disburse or reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

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

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

General RFP Appendix C: Preliminary Information for Notice of Exemption

PROJECT TITLE:			
PROJECT LOCATION:			
STREET ADDRESS			
CITY	STATE	ZIP CODE	COUNTY
DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:			
EXEMPT STATUS (CHECK <u>ONE</u>):			
<input type="checkbox"/> Categorical Exemption. State type and section number:		<input type="checkbox"/> Statutory Exemption. State code number:	
REASONS WHY PROJECT IS EXEMPT:			

NAME	TITLE
SIGNATURE	DATE
X	

General RFP Appendix D: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

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

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

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

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

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

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

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

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

Attachment C-2

Adult Reentry Grant (ARG) Rehab of Property Project

Proposal Package Coversheet

Submitted by:

Applicant Name: Epidaurus DBA Amity Foundation

Date Submitted:

Date: November 1, 2019

2. ARG REHAB OF PROPERTY PROJECT COMPONENT CHECKLIST

ARG Rehab of Property Project Applicant Checklist

A complete **Proposal Package** must contain the following (to be submitted in the order listed):

Required Items for Application:		✓
1	Cover Sheet <ul style="list-style-type: none"> • Insert Applicant Name and Date of Submission 	✓
2	Proposal Checklist <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> 	✓
3	Applicant Information Form (must include valid Corporate Entity Number) <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> 	✓
4	Proposal Narrative (15 pages or less)	✓
5	Proposal Budget Table and Budget Table Line Item Detail - Completed 5a ARG Rehab Project Budget Attachment (Excel workbook)	✓
6	Budget Description (template with narrative format, 5 pages or less)	✓
7	Project Activity Timeline (Attachment A)	✓
8	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix D) <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> 	✓
9	Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form <u>and</u> a scanned copy of the applicant's status as registered on the Secretary of State's database (https://businesssearch.sos.ca.gov/)	✓
10	Title Report of the project property, current within 30 days of application	✓
11	Preliminary Information for Notice of Exemption Form (Appendix C)	✓
12	Governing Board Resolution conferring authority to a signatory by name and title who is authorized to apply for <u>and</u> sign contracts and amendments thereof	✓

***PLEASE NOTE: ATTACHMENTS AND DOCUMENTS OTHER THAN THOSE LISTED ABOVE WILL NOT BE CONSIDERED OR FORWARDED TO THE SCORING COMMITTEE. ***

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

X


 _____ Date: 10/29/19
 Applicant Authorized Signature (see Applicant Information Form, Part N, next page)

3. ARG REHAB OF PROPERTY PROJECT APPLICANT INFORMATION FORM

ARG Program Rehab of Property Project Applicant Information Form

A. CBO APPLICANT		B. TAX ID #		C. CORPORATE ENTITY #	
NAME OF APPLICANT		TAX IDENTIFICATION #:		CORPORATE ENTITY #	
Epidaurus DBA Amity Foundation		77-0418201		C1953746	
STREET ADDRESS		CITY		STATE	
3655 South Grand Ave #290		Los Angeles		CA	
MAILING ADDRESS (if different)		CITY		STATE	
2202 South Figueroa #717		Los Angeles		CA	
				ZIP CODE	
				90007	
D. <u>CBO APPLICANTS</u>: List the cities and towns in which your organization will provide Adult Reentry Program funded services.					
Los Angeles					
E. PROJECT TITLE:		Amistad de Los Angeles Renovation			
F. SUMMARY of REHABBING PROJECT (100-150 words):					
Rehabilitation of Amistad de Los Angeles, a 4 story building in downtown LA. Total scope includes rehabilitation of 69 existing bedrooms and bathrooms, replacement of all existing plumbing, mechanical and electrical systems, replacement of all doors and windows, improvements to the fire alarm system, design and build of 3 bedrooms and a community restroom and shower in basement, rehabilitation of mop closets, conversion of community restrooms to electrical and storage rooms on each floor, and installation of floor coverings and painting in hallways and stairwells.					
G. GRANT FUNDS REQUESTED:		H. APPLICANT IS A 501(c)(3)		I. VERIFICATION OF 501(c)(3) STATUS	
\$5,000,000		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Confirmation of Active Status with SOS <input checked="" type="checkbox"/> AND IRS 990 <input checked="" type="checkbox"/> OR Letter of Determination <input checked="" type="checkbox"/>	
J. PROJECT DIRECTOR - CONSTRUCTION MANAGER:					
NAME		TITLE		TELEPHONE NUMBER	
Mike Salazar		Director of Facilities and Assets		1-520-343-0434	
STREET ADDRESS				FAX NUMBER	
3760 South Grand Avenue				1-866-783-2186	
CITY		STATE		ZIP CODE	
Los Angeles		CA		90007	
				EMAIL ADDRESS	
				msalazar@amityfdn.org	
K. FINANCIAL OFFICER – FINANCIAL MANAGER:					
NAME		TITLE		TELEPHONE NUMBER	
David Crawford		CFO		650-799-0717	
STREET ADDRESS				FAX NUMBER	
3655 South Grand Avenue #290				1-866-783-2186	
CITY		STATE		ZIP CODE	
Los Angeles		CA		90007	
				EMAIL ADDRESS	
				dcrawford@amityfdn.org	
PAYMENT MAILING ADDRESS (if different)		CITY		STATE	
				ZIP CODE	

PO Box 3043	Los Angeles	CA	90007
-------------	-------------	----	-------

L. DAY-TO-DAY PROJECT CONTACT:

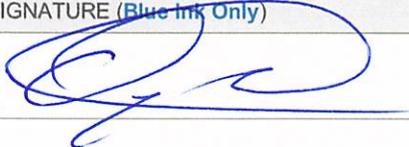
NAME	TITLE	TELEPHONE NUMBER	
Mike	Salazar	1-520-343-0434	
STREET ADDRESS		FAX NUMBER	
3760 South Grand Avenue		1-866-783-2186	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Los Angeles	CA	90007	msalazar@amityfdn.org

M. DAY-TO-DAY FISCAL CONTACT:

NAME	TITLE	TELEPHONE NUMBER	
Sandra	Kleinschmidt	520-622-6489	
STREET ADDRESS		FAX NUMBER	
721 North 4 th Avenue		520-622-6490	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Tucson	AZ	85705	skleinschmidt@amityfdn.org

N. AUTHORIZED SIGNATURE

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Doug Bond	CEO	213-400-4243	dbond@amityfdn.org
STREET ADDRESS	CITY	STATE	ZIP CODE
3655 South Grand Avenue #290	Los Angeles	CA	90007
APPLICANT'S SIGNATURE (Blue Ink Only)			DATE
X 			10/29/2019

CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Adult Reentry 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.)

4. ARG REHAB OF PROPERTY PROJECT PROPOSAL NARRATIVE

Section 1. Project Need

1.1 Conditions within communit(ies) that can be addressed by the Rehabilitation of Existing Property and Buildings proposal

According to Mayor Eric Garcetti, Los Angeles is facing an unprecedented housing crisis. In addition to an inadequate stock of affordable housing, high real estate prices, and the financial burden of rising rents that outpace median incomes, the burden of financial hardship is seen in the rising number of homeless individuals. With 49% of the national homeless population¹, California leads the nation in sheer volumes of homelessness, including among veterans and minority populations. Los Angeles County reports 59,000 homeless individuals, with 36,000 living in the City of Los Angeles. Governor Newsom is under pressure from community leaders and public officials to declare a state of emergency in Los Angeles regarding the homelessness situation. Recent efforts to address this crisis are evident in voter approval and passage of both Proposition HHH² in 2016, and Measure H³ in 2017. Other efforts underway in Los Angeles include the passage of legislation that increases protections for renters, incentivizes the inclusion of mixed-income developments, removal of regulatory barriers impeding affordable housing development, and executive directives that expedite permits and processing times for affordable housing development. Facilitated by the Los Angeles Homeless Services Authority (LAHSA), the Coordinated Entry System (CES) has streamlined the identification and match to services for the most in-need homeless individuals, and inter-agency efforts have begun to investigate the role of race, inequality, and other variables that have resulted in the disparate rates of homelessness among minority and marginalized populations. In spite of the work underway, there remains an overwhelming need⁴ for more housing to be made available for at-risk populations. The reentry population is particularly vulnerable to housing insecurity and homelessness, a factor with a strong positive correlation to recidivism. Rates of homelessness among formerly

¹ <https://howhousingmatters.org/articles/four-homelessness-trends-2018-mean-2019/>

² Proposition HHH (2016) is a \$1.2 billion bond to create 10,000 units of affordable housing by 2026.

³ Measure H (2017) is a Los Angeles County sales tax increase of 0.25% generating as much as \$3.55 billion to fund supportive services, housing, outreach and prevention for individuals facing homelessness.

⁴ The California Housing Partnership (2019) reports that Los Angeles County needs 517,000 more homes priced at very-low and extremely-low income levels to meet current needs of low-income households.

incarcerated individuals are highest among women, people of color, individuals more than 45 years old, with histories of more than one incarceration, and those within 2 years of time since release. The rate of homelessness per 100,000 among formerly incarcerated individuals is almost 10x the rate of homelessness in the general public (Prison Policy Initiative, 2018)⁵. Home to more than 10.16 million residents⁶, Los Angeles County (LAC) is the most populated county in California and is projected to receive approximately 26% (1,173⁷) of all parolees from California state institutions in FY2019/2020. In the absence of stable housing, the reentry population faces reduced access to healthcare services (including addiction and mental health treatment), more difficulty in securing and retaining a job, and diminished ability to access educational programs. Housing and service needs of the reentry population are triaged to appropriate and available care slots through the Regional Specialized Treatment for Optimized Programming (STOP) offices, however the demand for services consistently exceeds capacity, highlighting the number of individuals who reenter the community without access to needed supports. Given the strong positive correlation between homelessness and recidivism, it is critically important to create adequate housing opportunities for the reentry population. The **purpose of increasing bed availability through the Rehab of Property project** is to support better outcomes for all individuals with histories of incarceration in a state prison, ultimately decreasing recidivism, and improving public safety. Amity's proposal to increase access to safe, stable, and supportive housing will support the ability of each individual to successfully reintegrate into the community.

1.2 Extent to which the project will address the needs of the target population

The target population of this proposal is any individual who has been formerly sentenced to and released from state prison, including those that are on parole and those who are no longer on parole. The needs of the target population are complex, consistently reflecting personal histories of substance abuse, incarceration, housing insecurity or homelessness, unaddressed medical or mental health issues, educational deficits, and economic/employment insecurity. Despite current efforts to increase the stock of

⁵ <https://www.prisonpolicy.org/reports/housing.html>

⁶ United States Census Bureau, Population estimates 2017 (V2017)

⁷ 2019/2020 STOP Projected Releases

affordable housing, few funding streams are designed with returning prisoners in mind⁸ and many reduced-rent, income-restricted, and subsidized housing units have strict eligibility requirements. Even the Coordinated Entry System process leaves the reentry population at a disadvantage on the basis of their chronicity of homelessness (where incarceration does not meet the definition of abject homelessness).

Amity's proposal is strongly aligned with the intent of funding offered through BSCC ARG Property Rehab Project. The project meets the very specific needs of the criminal justice population, primarily by providing a stable living space to develop social and financial capital, connect to resources, secure employment, and attend to medical and mental health issues. These services are matched to client-expressed and diagnostically assessed needs, equip individuals for successful reentry, and directly mitigate the risk of homelessness and likelihood of recidivism. Amity's proposal to renovate its existing facility not only increases the capacity to serve a greater number of individuals (26 new beds), but will also significantly improve the standard of housing for the current 184 residents who were formerly incarcerated in state prison at Amity.

1.3 Relevant key local qualitative and/or quantitative data in support of the need

Issued in February 2018, the California Statewide Housing Assessment 2025 reports production of new housing far below need, lack of supply and rising costs, continued sprawl causing decreasing affordability and increasing transportation costs, rent-burdened tenants, and home ownership rates at the lowest since the 1940's⁹. Current legislative efforts to build more units and improve accessibility are insufficient to address the scarcity of housing and cannot keep up with the staggering and exponentially growing need. It is imperative that community-based organizations like Amity expand their ability to serve the reentry population, and contribute meaningful solutions in a housing crisis which has also become a social, moral, and health crisis in the State of California. Amity does not discriminate based on an individuals' history of prior drug use or incarceration, and encourages individuals to actively participate in an array of services support

⁸ Corporation for Supportive Housing, Project Financing Issues for Reentry Supportive Housing, (2002)

⁹ California's Housing Future: Challenges and Opportunities. Final Statewide Housing Assessment 2025, February 2018, California Department of Housing and Community Development

successful reintegration into the community.

Section 2. Project Description

2.1 Description of planning process used to develop the design for proposed renovation, remodel or improvements to existing property and/or buildings

Amity's Director of Facilities and Assets conducts yearly assessments of all of its facilities based on issues such as capacity, age of the building, repairs beyond regular wear and tear, sustainable energy practices, functionality, and safety. He made his recommendations to the executive team comprised of the CEO, CFO and California-based executives noting areas where improvements should be made. The executive team made the decision to seek funding to make the renovations based on all of these issues and this is Amity's number one priority among its facilities in California and Arizona. The project is for the rehabilitation of Amistad de Los Angeles, a 4 story building in downtown LA. The total scope includes rehabilitation of 69 existing bedrooms and bathrooms, replacement of all existing plumbing, mechanical and electrical systems, replacement of all doors and windows, improvements to the fire alarm system, design and build of 3 bedrooms and a community restroom and shower in basement, rehabilitation of mop closets, conversion of community restrooms to electrical and storage rooms on each floor, and installation of floor coverings and painting in hallways and stairwells.

2.2 Description of proposed ARG Rehab Project

Type of property and current purpose

Amistad de Los Angeles (Amistad) is a 4 story former hotel building in downtown LA used for transitional housing (residential treatment and reentry services). This facility currently serves as a Male Community Reentry Program, which is a Correctional Re-Entry Facility operating under the auspices of the California Department of Corrections and Rehabilitation (CDCR) to operate and administer the facility under contract with CDCR, in essence performing the governmental function. This function provides housing; rehabilitative services that assist with substance use disorders, employment, GED education, job seeking skills, family reunification, and arranges for community-based

services regarding mental health care, medical care and social supports. The MCRP is designed to help participants successfully reenter the community from prison and reduce recidivism. Amity also receives funding through a Specialized Treatment for Optimized Programming subcontract with the Community Education Centers, Inc., and funded also through CDCR. Services under this contract include: housing; and the coordination, case management and purchasing of substance abuse treatment and other services for parolees under active supervision.

Current overall housing capacity (number and types of units or bed space) and the capacity designated for the target population)

The facility is currently licensed to hold a housing capacity of 184. 100% of the bed space is used to serve the target population designed by the BSCC—the formerly incarcerated population coming out of state prison.

Detailed scope of work proposed for the rehabilitation of existing property or buildings project

Rehabilitation of Amistad de Los Angeles, a 4 story hotel building. Total scope includes rehabilitation of 69 existing bedrooms and bathrooms, replacement of all existing plumbing, mechanical and electrical systems, replacement of all doors and windows, improvements to the fire alarm system, replacement of elevator, the design and build of 3 bedrooms and a community restroom and shower in the basement. In addition, we seek to rehabilitate the mop closets, conversion of abandoned community restrooms to electrical and storage rooms on each floor. This all includes the installation of floor coverings and painting in hallways and stairwells. Funds would be used for Phase 1 (General Requirements -permit fees and architectural design, etc), as well as most of Phase 2 (rehabilitation of 69 rooms in Amistad de Los Angeles, a 4 story hotel including bedrooms and bathrooms, replacement of all existing plumbing, mechanical and electrical systems, replacement of all doors and windows, improvements to the fire alarm system, the design and build of 3 bedrooms and a community restroom and shower in the basement. Renovations will allow the addition of 26 new beds (14 in the basement and 12 on the first floor). This renovation would also impact all four floors

and all rooms of this building with renovations to add HVAC to all residential units, complete electrical upgrades throughout the building and significant plumbing upgrades to include replacing all showers and new toilet sewer lines, vents, sink waste lines, shower waste lines, toilet supply lines, sink supply lines, shower supply lines.

2.3 Project Activity Timeline (Attachment A of the RFP) identifying key events, dates, and comments for the proposed project

Please see attached timeline located after the budget description.

2.4 Comprehensive description of the anticipated outcomes at the conclusion of the project

Number and types of units or bed space (if any), and/or improvements to existing conditions, program spaces, and other ancillary spaces

Outcome: Increased beds means more individuals can be served.

Renovations will allow the addition of 26 new beds (14 in the basement and 12 on the first floor). This renovation would also impact all four floors and all rooms of this building with renovations to add HVAC to all residential units, complete electrical upgrades throughout the building and significant plumbing upgrades to include replacing all showers and new toilet sewer lines, vents, sink waste lines, shower waste lines, toilet supply lines, sink supply lines, shower supply lines.

How the modifications will provide for a safe, sanitary, and appropriate living environment

1. Outcome: Updated electrical to bring the facility up to code as well as to meet the demands of a modern electrical load. Some rooms currently only have one outlet, which is shared by multiple individuals. Upgrading the electrical systems would allow for more outlets and increased circuits to manage lamps, charging phones, charging ankle monitors (a requirement of parole), hairdryers, and more.
2. Outcome: Increased space in each room; increased climate regulation. The Amistad building does not have centralized AC. Air circulation is facilitated by fans that are plugged in to the out-of-date- electrical system. The current heating system consists of gas-fed wall heaters, which are energy-inefficient and require a

3-foot clearance around the wall-heater. Changing this system will create more living space for the individuals in some of the rooms since beds will be able to be rearranged to use this space that could not previously cover the heater. These elements would also increase the comfort level of the overall facility.

3. Outcome: Well-functioning bathrooms. Bathroom floor tiles are currently broken, so when toilets leak, or when plumbing issues arise due to outdated plumbing, water drips to the floor below. Showers drip to the floor below as well. Updated usable plumbing and showers that don't leak from one floor to another floor would be a substantial increase in comfort for the students living there.
4. Outcome: Minimize disruption to supportive services. Right now the rooms and bathrooms are in constant disrepair, which is extremely disruptive to students. After the rooms are renovated, the students will be able to focus on the services that we offer instead of being displaced for room and bathroom repairs, as well as adding to the comfort of their experience with regards to heat, cold, and normal living experiences.
5. Outcome: Energy savings. Savings in energy costs (water, electricity), and emergency maintenance) can be applied to increased services for participants as well.

How the outcomes will address conditions with the community and serve the target population

As described above, Amity will be able to increase the number of individuals it serves, increase the comfort of the facility in terms of space, climate and quality; minimize disruptions to services that come with faulty plumbing and electrical systems are frequent. Ultimately, by modernizing the building, Amity will be able to avoid frequent and lengthy disruptions, as well as improve the overall quality of the living space for the target population.

The projected overall capacity of the project and the designated capacity for the target population

The projected overall capacity is 184 current beds plus 26 additional beds = 210 total

capacity. Amity projects the designated capacity for the target population to be at 100% or all 210 beds.

2.5 Plan to ensure the project will not result in the displacement of tenants or businesses

Amity has a specific plan in place so that it can maintain services currently provided during the construction period to ensure that there is no displacement of students as a result of this project. First, Amity intends to rehabilitate rooms (offices, storage space and laundry facility) that are currently not used to house individuals. These are located in the basement and first floor of the building. This will add 26 new beds. When those are completed, then individuals will be moved or placed into those new rooms, vacating the next set of rooms to be renovated. The rest of the renovation will be completed in stacks in order to minimize impact to the residents. There are 8 ½ stacks in the building so as each stack is completed, residents will move into renovated spaces, vacating un-renovated ones. Water and electrical shut-offs will be limited to one business day, with restrooms made available across the street at our outpatient facility. The proposed rehabilitation project will not change or impact the services currently being provided at the site other than to increase the number of people receiving those same services.

2.6 Description of plan, including future operating income and expenses to ensure that the target population will be housed at this property in safe and sanitary conditions for the length of the grant period. Include methods for determining eligibility and data collection and record keeping.

Plan for future operating income and expenses: Amity has consistently received funding from the California Department of Corrections and Rehabilitation to provide services and housing to the exact target population of this proposal. Amity expects that it will continue to receive this funding through the life of this proposal (Jan 31, 2030). If for any reason, that funding were to end, Amity fully intends to continue to serve the target population to fulfill the criteria of this grant, seeking other funding streams to ensure compliance.

Safe and sanitary conditions: Because of the phased order of the renovation, construction will be limited to designated, uninhabited areas of the facility at any given time. The construction manager will provide clear boundaries, manage construction noise and dust through temporary structures to block off the construction areas, in order to ensure that the target population will be housed at this property, and continue to receive services, in conditions that are safe and sanitary through the duration of the grant period. Ultimately, this entire renovation is intended to meet this very goal and provide a more comfortable living experience for the individuals Amity serves.

Eligibility and record keeping: Amity has a full intake process in place to ensure that individuals enrolled at Amistad meet the criteria of the target population. Since all current enrollees are referred to Amistad directly from incarceration in state prison, this criteria is already being met. This information is documented in each individual's clinical file and can be made available upon request. Such records are stored through the life of the grant.

2.7 Project accessibility to reentry services and resources such as public transportation, shopping, health and behavioral health care services

The Amistad de Los Angeles facility would provide a full spectrum of reentry services onsite including behavioral health care, employment services, rehabilitative services and housing. The location is within a few blocks of Los Angeles public transportation connecting individuals to other nearby services on bus, metrolink and train public transportation systems. Amity has a partnership with the Kedren Health Services, which provides medical care onsite three days a week at Amity, across the street from Amistad. Kedren provides basic medical care, labs, prescriptions and referrals. Amity also provides transportation for other offsite medical needs. There are also emergency services within 5 miles of the facility. Amity provides all meals on site and access to clothing banks and other donated goods. For smaller convenience needs, the students can go to a nearby store within 2 blocks. Larger shopping needs may be accessed through public transportation

Amity also has extensive, Los Angeles-based collaborative relationships with a huge network of reentry-focused CBPs that it has built over the last 15 years. Amity, was a founding member of a membership organization known as the Los Angeles Regional Reentry Partnership (LARRP), serves as a leader in Los Angeles of Reentry-Based Services. This organization, comprised of over 400 members is a network of public, community, and faith-based agencies and advocates working together to ensure that our reentry system meets the needs of our agencies, communities, and the people we serve, both in terms of capacity and public policy. This includes housing, mentoring, medical, employment, mental health, and many more important reentry services. As relevant to this project, Amity will engage all possible services that could potentially enhance Amity's program services at Amistad. LARRP will also serve as an outreach partner, extending the reentry partnership and connecting Amity to additional resources as they become available.

2.8 Description of how the project will provide a supportive and therapeutic community

Amity has 50 years of experience providing supportive and therapeutic community services to the criminal justice population. Since Amity acquired Amistad in 2004, it has consistently used the therapeutic community (TC) model providing supportive and therapeutic community services which includes housing plus supportive services, specifically to the target population for this proposal. Amity intends to continue to use the TC model at Amistad. Amity has played a seminal role in the development of the Therapeutic Community as a treatment modality for substance abusing offenders and has served as a research model to demonstrate the positive impact of the TC model on this population.¹⁰ Amity recommends to use the therapeutic community model as outlined by DeLeon as its core conceptual framework approach to deliver its substance abuse program. This model includes the following therapeutic community components : community separateness, a community environment, community activities, well-trained staff, peers as role models, a structured day, a curriculum that teaches TC perspective

¹⁰ Three-year outcome data on the Amity Foundation program at the Richard J. Donovan Correctional Facility, San Diego, CA, Lowe and Wexler, 1988.

including awareness and emotional growth, use of peer encounter groups, and clear planning for further reentry needs and treatment.

Section 3. Organizational Capacity

3.1 Description of organizational experience

Amity's experience in addressing the housing needs of the target population

Amity has a high capacity to serve the target population and provide access to housing needs. Amity, a leading agency in the administration of reentry services, has almost 50 years of experience working with the criminal justice population, the last 15 specifically in Los Angeles County. This experience includes comprehensive transitional reentry and rehabilitation programs for the criminal justice population, including connections to housing, employment-related services, housing, transportation, and substance abuse treatment to criminal justice system-involved offenders who are at risk for, or are homeless. Amity currently operates five facilities across California, and Arizona. In California, all of which provide either residential treatment or housing in addition to comprehensive services. In CA, Amity has administered over \$200 million in contracts serving the criminal justice population since 1990, providing a comprehensive system of care to the criminal justice/re-entry population both in prison and community and is very well-equipped to continue to serve persons exiting state institutions in need of housing and services.

Amity's experience in developing projects within reasonable timeframes and budgets

In addition to Amity's significant experience as a quality service provider throughout the CDCR rehabilitative initiative, and decades of Los Angeles-based community-based services for the parolee population, Amity is fully prepared to take on the fiscal, budgetary and contract compliance elements of this project, including developing projects within reasonable timeframes and budgets. Amity's current Chief Financial Officer, David Crawford, oversaw all of the financial and grant management aspects of multi-million-dollar development contracts in Los Angeles. His depth of experience and quality of his work and financial skill set would lead to an effective and efficient development of the

project and budgetary needs.

In addition, Amity's management team has over 10 years of experience being directly responsible for the development of projects within reasonable timeframes that are projects similar to the scope of this project.

Amity's experience in owning real estate assets and maintaining the financial and physical viability of these assets

Amity has a demonstrated capacity in its ability to own real estate assets and maintain the physical and financial viability of these assets through its lengthy and extensive experience renovating, constructing and managing several properties throughout its years of service at its residential facilities in California, and Arizona. Below are some examples:

Amity at Circle Tree Ranch – Tucson, Arizona: Amity Foundation has capital improvement and management experience since 1986 when it acquired Circle Tree Ranch, a 55 acre property that was once used as a dude ranch and later a school is now a licensed residential facility for 139 beds in Tucson, Arizona. Tenancy: Reentry population, many of whom are at risk for homelessness, private paying individuals, individuals on probation. Date of Construction Completion: Ongoing construction and renovations. Capital: Amity received a cash donation and Amity's internal funding that allowed it to make a down payment on the \$750,000 property. Since then, Amity has done at least \$1.3 million in renovations financed through bank loans and its last appraised value was \$4.4 million (2004). These renovations include renovations to many of the buildings on the property that have resulted in a conference/training center, a full commercial kitchen and dining room, and upgrades to the residential and office spaces throughout the campus.

Amity at Dragonfly Village – Tucson, Arizona: In January of 2015, Amity opened Dragonfly Village, a brand new quality transitional housing community on Amity's acreage of Circle Tree Ranch in Tucson. Over a period of 5 years, Amity raised \$5.3 million through a combination of grants, loans and donations; completed all of the pre-

construction work, including environmental plans, architectural plans; and managed the entire construction of this brand new, state-of-the-art, quality, transitional housing complex for homeless individuals and families in Tucson, Arizona consisting of 39 housing units plus a playground. It also constructed the Dragonfly Community Center adjacent to the housing community where Housing Services; Case Management Services; and Community Collaboration Services are provided to the residents. It is managed at full capacity with multiple funding streams from state and federal sources.

Amity at Amistad de Los Angeles, Los Angeles, California:

On March 24, 2004 Amity completed construction and issued bonds to fund the purchase and improvement costs for Amistad de Los Angeles, the subject of this proposal. Licensed for 184 beds, Amity has consistently maintained the property up to licensing standards and received consistent funding to financially manage the facility for 15 years. Since this acquisition, Amity has done at least \$600,000 in renovations to this property such as upgrades and repairs to its most pressing needs. It still requires a large scale renovation, which is the purpose of this proposal.

Amity's experience compliance with federal, state and local zoning, housing and environmental laws and regulations

As mentioned above, Amity has maintained this property in Los Angeles since 2004 and has worked through federal, state and local zoning, housing and environmental laws and regulations as needed. As part of the process to hire a general contractor (GC), Amity will ensure that the GC can demonstrate full competence and significant experience in these areas in order to mitigate any potential delays or needs during the renovation process.

3.2 Feasibility of completing the proposed project as outlined in Attachment A

Amity has worked with a consultant and multiple agencies with extensive experience, as well as its Director of Facilities and Assets in order to develop the most reasonable plan for the completion of the proposed project. All of these individuals have deep experience in working with construction timelines relating to architectural needs, permits, and other

construction elements. Amity has a specific plan in place so that it can maintain services currently provided during the construction period to ensure that there is no net loss of services as a result of this project. Amity has also built in large windows of time to manage any unforeseen issues that may arise when the construction process begins. Please see attachment A.

3.3 Detail other capital in place to support the proposed project, including how BSCC funds are used to solely house the target population

Amity has received \$1,500,000 of HUD funding from the California Development Block Grant (CDBG) funds that are administered by the Los Angeles Housing + Community Investment Department and are dedicated for the pre-construction and construction costs of this project. Amity intends to use \$1,000,000 of this funding as its cash match to this BSCC ARG Rehab Project Funding request of \$5,000,000. The remaining \$500,000 from CDBG not used as cash match for this grant, are also dedicated to the project. Amity's total estimated project cost is \$9,000,864. Until Amity has architectural drawings and a hard estimate, we cannot be 100% of the cost of the project. Amity will cover the remaining \$2,500,864 from Amity's capital budget over 3 years and will conduct additional fundraising, or pursue additional grant funds to cover the costs of this project.

In addition, Amity's services at Amistad, which include housing and supportive services are supported by the California Department of Corrections and Rehabilitation Male Community Reentry Center contract (\$5.7million per year) and Specialized Treatment for Optimized Programming subcontract (\$1.5 million per year).

Section 4. Readiness to Proceed

4.1 Overall readiness to proceed and begin construction upon grant award, including how the proposed renovations will be complete by the end of the grant cycle

Amity has been planning for this renovation for several years and has put forth a targeted effort to seek funding to make this renovation possible. In doing so, it has been able to determine exactly what kind of renovations are necessary and has secured a reasonable

estimate for the costs. Amity has begun the environmental review and has identified known architectural firms who will be interviewed for the project once the environmental reviews have been completed. Amity's Director of Facilities and Assets has at least a decade of experience working within the building and is familiar with the facility's renovation needs. The Executive Management of Amity has prioritized this renovation and will fully support the process with dedicated staff, and resources from start to finish. Funding from the CDBG (HUD) will be available for spending in February 2020, and therefore the pre-construction and construction process can proceed almost immediately upon award of BSCC funds.

4.2 Current status in obtaining permits and satisfying any other state and local requirements, including CEQA, that are needed to begin the ARG Rehab of Property Project

Amity has had an attorney review the CEQA and has determined that this project is exempt. (See attachment C). Amity has not begun the permitting process, but is ready to do so according to the timeline (attachment A). As mentioned above, Amity has already begun the environmental review process.

4.3 Current funding sources, including whether funding is available to begin construction or whether applicant will require a loan or acquire other funding for the project

Amity has received funding in the amount of \$1,500,000 of HUD funding from the California Development Block Grant funds that are administered by the Los Angeles Housing + Community Investment Department will be available in February 2020. Amity intends to use \$1,000,000 of this funding as its cash match to this BSCC ARG Rehab Project Funding request of \$5,000,000. The remaining \$500,000 from CDBG not used as cash match for this grant, are also dedicated to the project. Amity's total estimated project cost is \$9,000,864. Until Amity has architectural drawings and a hard estimate, we cannot be 100% of the cost of the project. Amity will cover the remaining \$2,500,864 from Amity's capital budget over 3 years and will conduct additional fundraising, or pursue additional grant funds to cover the costs of this project.

5. ARG REHAB OF PROPERTY PROJECT PROPOSAL BUDGET TABLE AND BUDGET TABLE LINE ITEM DETAIL

This ARG Rehab Project Budget Attachment is Section 5a of the official proposal and upon submission will be rated as such per the requirements set forth in the Request for Proposals (RFP). Applicants are solely responsible for the accuracy and completeness of the information entered into this budget.

Section 5a: ARG Rehab Project Budget Attachment

Applicant Name: Enter Applicant Name Here

Note: Do not enter information into the Budget Table. It will auto-populate when you complete the Budget Line Item Detail section below.

Budget Table

Budget Line Item	A Grant Funds	B Cash Match	C Grant Total (A+B)	D Additional Funds	E Total Project Value (A+B+D)
1. Administrative: Salaries and Benefits	\$ 33,949	\$ 6,790	\$ 40,739	\$ 20,374	\$ 61,113
2. Subcontracts	\$ 933,662	\$ 186,731	\$ 1,120,393	\$ 560,359	\$ 1,680,752
3. Architectural Planning	\$ 151,961	\$ 30,393	\$ 182,354	\$ 91,203	\$ 273,557
4. Additional Eligible Costs	\$ 3,879,317	\$ 775,864	\$ 4,655,181	\$ 2,328,261	\$ 6,983,442
5. Other	\$ 1,111	\$ 222	\$ 1,333	\$ 667	\$ 2,000
TOTALS	\$ 5,000,000	\$ 1,000,000	\$ 6,000,000	\$ 3,000,864	\$ 9,000,864

Grant Funds for Administrative Salaries and Benefits (maximum 10%) cannot exceed: \$ 500,000

20% match requirement: Cash Match Total must be greater than or equal to: \$ 1,000,000

3. Architectural Planning Detail		A	B	C (A + B)	D	E (A+B+D)
Description	Calculation for Expenditure	Grant Funds	Cash Match	Grant Total	Additional Funds	Project Value
Architect and Design	Based on preliminary quote from architect	\$ 151,961	\$ 30,393	\$ 182,354	\$ 91,203	\$ 273,557
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
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	TOTALS	\$ 151,961	\$ 30,393	\$ 182,354	\$ 91,203	\$ 273,557

6. BUDGET DESCRIPTION

5b Budget Description: Amistad de Los Angeles Renovation Project

1. **Administrative Salaries and Benefits** (not to exceed 10% percent of grant funds): Provide the classification/title, percentage of time, salary/hourly rates, and benefits. Note: salaries and benefits of all other contracted staff go under the line item of Subcontractors.

A. Grant Funds Requested: \$33,949

Narrative Detail: 1.0 FTE x \$80,000 (salary + benefits) x 3 years = \$240,000@ 12.73% = \$30,557 for the Amity Construction Manager position

1.0 FTE x \$80,000 (salary + benefits) x 3 years = \$240,000@ 12.73% = \$30,557 for the Amity Fiscal Manager position. This cost is allocated/calculated on a proportional basis where the \$5,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the \$5,000,000/9,000,864 x \$61,113 (rounded to whole number).

B. Cash Match Funds: \$6,790

Narrative Detail: This is cost is allocated/calculated on a proportional basis where the \$1,000,000 (20% match) is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the \$1,000,000/9,000,864 x \$61,113 (rounded to whole number).

C. Grant Total (A + B): \$40,739

Additional Funds Contributing to the Overall Project: \$20,374

Narrative Detail: This is allocated/calculated on a proportional basis where the remaining \$3,000,864 is divided by \$9,000,864 x the total line item cost. In this case, it would be \$3,000,864/\$9,000,864 x \$61,113 (rounded to whole number).

D. Total Project Value (A + B + D) for Administrative Salaries & Benefits: \$61,113

- 2. Sub-Contractors:** List all individuals or businesses with whom the grantee will contract to perform part or all of the obligations of the BSCC Grant Agreement. This line item shall include a “general contractor” with overall responsibility for part or all of the project and may also include other subcontractors as needed for the project.

A. Grant Funds Requested: \$933,662

Narrative Detail: This includes the costs for the General Contractor (General requirements, Supervision (includes all hiring documentation, prevailing wage, payroll, etc.); General Contractor Overhead and fee (4.2% of direct hard costs); Civil Engineering and Structural Engineering costs (calculated based on actual costs for a similar project); and Project Management by a subcontractor CRCD. This is allocated/calculated on a proportional basis where the \$5,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$5,000,000/9,000,864 \times \$1,680,752$ (rounded to whole number).

B. Cash Match Funds: \$186,731

Narrative Detail: This is cost is allocated/calculated on a proportional basis where the \$1,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$1,000,000/9,000,864 \times \$1,680,752$ (rounded to whole number).

C. Grant Total (A + B) \$1,120,393

D. Additional Funds Contributing to the Overall Project: \$560,359

Narrative Detail: This is allocated/calculated on a proportional basis where the remaining \$3,000,864 is divided by \$9,000,864 x the total line item cost. In this case, it would be $\$3,000,864/\$9,000,864 \times \$1,680,762$ (rounded to whole number).

E. Total Project Value (a + b + c) for Sub Contractor(s): \$1,680,752

- 3. Architectural Planning:** Cost related to architectural plans and specifications that may include: outline specifications (equipment, and furnishings); floor plans (to scale with dimensions, room designation, references, wall types, and ratings); building sections (heights and dimensions); interior elevations; and preliminary structural, mechanical, and electrical drawings.

A. Grant Funds Requested: \$151,961

Narrative Detail: This includes all of the costs related to the development of architectural plans that includes full drawings that detail but are not limited to specifications (equipment, and furnishings); floor plans (to scale with dimensions, room designation, references, wall types, and ratings); building sections (heights and dimensions); interior elevations; and preliminary structural, mechanical, and electrical drawings. This cost is allocated/calculated on a proportional basis where the \$5,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$5,000,000/9,000,864 \times \$273,557$ (rounded to whole number).

B. Cash Match Funds: \$30,393

Narrative Detail: This is cost is allocated/calculated on a proportional basis where the \$1,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$1,000,000/9,000,864 \times \$273,557$ (rounded to whole number).

C. Grant Total (A + B): \$182,354

D. Additional Funds Contributing to the Overall Project: \$91,203

Narrative Detail: This is allocated/calculated on a proportional basis where the remaining \$3,000,864 is divided by \$9,000,864 x the total line item cost. In this case, it would be $\$3,000,864/\$9,000,864 \times \$273,557$ (rounded to whole number).

E. Total Project Value (A + B + D) for Architectural Planning(s): \$273,557

4. Additional Eligible Costs: (See list of Eligible Costs (pgs. 4-5))

A. Grant Funds Requested: \$3,879,317

Narrative Detail: This includes all of the eligible construction costs associated with the project to include permitting and fees, concrete and demolition, carpentry, thermal moisture protection, roofing, door windows and glazing, finishes, flooring, painting, specialties, furnishings (blinds), special construction, plumbing, fire protection, HVAC, electrical (includes light fixtures and fire alarms) and liability insurance. This cost is allocated/calculated on a proportional basis where the \$5,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$5,000,000/9,000,864 \times \$6,983,442$ (rounded to whole number).

B. Cash Match Funds: \$775,864

Narrative Detail: This is cost is allocated/calculated on a proportional basis where the \$1,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$1,000,000/9,000,864 \times \$6,983,442$ (rounded as needed to get whole number).

C. Grant Total (A + B): \$4,655,181

D. Additional Funds Contributing to the Overall Project: \$2,328,261

Narrative Detail: This is allocated/calculated on a proportional basis where the remaining \$3,000,864 is divided by \$9,000,864 x the total line item cost. In this case, it would be $\$3,000,864/\$9,000,864 \times \$6,983,442$ (rounded to whole number).

E. Total Project Value (A + B + D) for Additional Eligible Costs: \$6,983,442

5. Other (Travel): Itemize all costs associated with travel for one trip to Sacramento for grantee orientation.

A. Grant Funds Requested: \$1,111

Narrative Detail: This includes contingency fees based on hard costs, soft costs (all based on actual costs for a similar project) as well as the travel costs to Sacramento for three people to attend the required meeting. This cost is allocated/calculated on a proportional basis where the \$5,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$5,000,000/9,000,864 \times \$2,000$ (rounded to whole number).

B. Cash Match Funds: \$222

Narrative Detail: Allocated/calculated on a proportional basis where the \$1,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$1,000,000/9,000,864 \times \$2,000$ (rounded to whole number).

C. Grant Total (A + B): \$1,333

D. Additional Funds Contributing to the Overall Project: \$667

Narrative Detail: Allocated/calculated on a proportional basis where the remaining \$3,000,864 is divided by \$9,000,864 x the total line item cost. In this case, it would be $\$3,000,864/\$9,000,864 \times \$2,000$ (rounded to whole number).

E. Total Project Value (A + B + D) for Other: \$2,000

7. PROJECT ACTIVITY TIMELINE

Attachment A: Project Activity Timeline

Provide a timeline for the major activities to be accomplished or obstacles to be cleared in order to complete the three-year rehab project. Complete the table below indicating start and completion dates for each key event, including comments if desired.

Key Events	Start Dates	Completion Dates	Comments
Environmental Reviews	In progress	Jan. 1, 2020	We began this process
Architectural, design and engineering	Feb. 1, 2020	June 1, 2020	Creation of construction documents
Permitting	June 1, 2020	December 1, 2020	Plan Check
Bidding process for General contractor	December 1, 2020	February 15, 2021	Put project out for bid, review bids, select contractor and secure contract
Begin construction Phase 1	February 16, 2021	November 17, 2021	Electrical Service upgrades and additional Residential bed space construction in Basement and 1 st floor
Begin construction Phase 2	Nov. 18, 2021	Sept. 18, 2022	Remainder of all phases construction including Demolition, Mechanical, Electrical, plumbing, Carpentry, etc.
Cleanup, Final Inspections Final invoicing and payments to Sub-contractors. Certificate of Occupancy	Sept 18, 2022	Dec. 19, 2022	BSCC grant term end date.

8. CERTIFICATION OF COMPLIANCE WITH BSCC POLICIES ON DEBARMENT, FRAUD, THEFT AND EMBEZZLEMENT (APPENDIX D)

General RFP Appendix D: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

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

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

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

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

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

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

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

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

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Doug Bond	CEO	213-400-4243	dbond@amityfdn.org
STREET ADDRESS	CITY	STATE	ZIP CODE
3655 South Grand Avenue #290	Los Angeles	CA	90007
APPLICANT'S SIGNATURE (Blue Ink Only)			DATE
			10/29/2019

9. VERIFICATION OF 501(C)(3) STATUS

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

REC'D SEP 11 2000

DEPARTMENT OF THE TREASURY

Date: JUN 16 2000

EPIDAUROS-AMITY FOUNDATION OF CALIF
PO BOX 713
PORTERVILLE, CA 93258-0713

Employer Identification Number:
77-0418201

DLN:
17053099755020

Contact Person:
GWENDOLYN S GILBOY ID# 31302

Contact Telephone Number:
(877) 829-5500

Our Letter Dated:
October 3, 1996

Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

-2-

EPIDAUROS-AMITY FOUNDATION OF CALIF

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Letter 1050 (DO/CG)

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Sunday, October 27, 2019. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C1953746 EPIDAURUS

Registration Date:	11/27/1995
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC NONPROFIT
Status:	ACTIVE
Agent for Service of Process:	JIME JOHNSON 107 N DEMAREE VISALIA CA 93291
Entity Address:	3750 S GRAND AVENUE LOS ANGELES CA 90007
Entity Mailing Address:	2202 FIGUEROA STREET #717 PBM LOS ANGELES CA 90007

A Statement of Information is due EVERY ODD-NUMBERED year beginning five months before and through the end of November.

Document Type	File Date	PDF
SI-COMPLETE	02/26/2019	
SI-COMPLETE	01/17/2018	
AMENDMENT	07/14/2005	
AMENDMENT	07/23/1996	
REGISTRATION	11/27/1995	

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

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10. TITLE REPORT OF THE PROJECT PROPERTY

Updated



First American Title

First American Title Company

207 Goode Avenue, Suite 410
Glendale, CA 91203

California Department of Insurance License No. 151

Order Number: 5923823 (MP)

Title Officer: Michelle Pascual
Phone: (818)550-2517
Fax No.: (866)878-7977
E-Mail: michelle.pascual@firstam.com

Borrower: Epidaurus
Property: 3735, 3739 and 3745 South Grand Avenue
Los Angeles, CA 90007

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 11, 2019 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Loan Policy 1056.06 (6-17-06)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Epidaurus, a California Non-Profit, Public Benefit Corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment:	\$17,499.92, OPEN
Penalty:	\$0.00
Second Installment:	\$17,499.90, OPEN
Penalty:	\$0.00
Tax Rate Area:	44-06658
A. P. No.:	5122-025-002

(Affects Parcel 1)

1A. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment:	\$2,992.60, OPEN
Penalty:	\$0.00
Second Installment:	\$2,992.59, OPEN
Penalty:	\$0.00
Tax Rate Area:	44-06658
A. P. No.:	5122-025-024

(Affects Parcel 2)

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Covenants, conditions, restrictions and easements in the document recorded in Book 1997 of Deeds, Page 52, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955 (p)) or ancestry, to the extent such covenants, conditions or restrictions violate 42 U.S.C. § 3604(c), or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

(Affects Parcel 2)

5. A subsurface oil and gas lease, executed by Seymour Reich and Sylvia Reich, his wife as lessor and Standard Oil Company of California, a corporation as lessee, recorded June 16, 1961 as Instrument No. 5074, in Book M-792 Page 551 of Official Records, affecting the land lying below a depth of 500 feet from the surface thereof, without the right of surface entry.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

(Affects Parcel 1)

6. An easement for public street and incidental purposes in the document recorded March 3, 1982 as Instrument No. 82-233961 of Official Records.

Said easement was accepted for public use by a resolution

Executed by: City of Los Angeles
Recorded: May 26, 1983 as Instrument No. 83-593674

(Affects Parcel 2)

7. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded April 7, 1982 as Instrument No. 82-364419 of Official Records.

(Affects Parcel 2)

8. The fact that the land lies within the boundaries of the Hoover Redevelopment Project Area, as disclosed by the document recorded May 12, 1989 as Instrument No. 89-769675 of Official Records.

(Affects Parcel 1)

9. A deed of trust to secure an original indebtedness of \$6,700,000.00 recorded March 25, 2004 as Instrument No. 2004-708892 of Official Records.

Dated: March 01, 2004
 Trustor: Epidaurus, a California Non-Profit Public Benefit Corporation
 Trustee: First American Title Insurance Company, California corporation
 Beneficiary: California Statewide Communities Development Authority, a public entity of the State of California

According to the public records, the beneficial interest under the deed of trust has been assigned to UMB Bank, N.A., as Trustee by various assignments, the last of which was recorded August 28, 2014 as Instrument No. 2014-907729 of Official Records .

10. A deed of trust to secure an original indebtedness of \$8,500,000.00 recorded August 12, 2016 as Instrument No. 2016-960730 of Official Records.

Dated: None shown
 Trustor: Epidaurus, a California Non-Profit Public Benefit Corporation
 Trustee: American Securities Company, a Corporation
 Beneficiary: Wells Fargo Bank, National Association

11. A document entitled "Assignment of Unrecorded Leases and Rents" recorded August 12, 2016 as Instrument No. 2016-960731 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded August 12, 2016 as Instrument No. 2016-960730 of Official Records.

12. A deed of trust to secure an original indebtedness of \$4,000,000.00 recorded October 2, 2018 as Instrument No. 2018-1003397 of Official Records.

Dated: September 15, 2018
 Trustor: Epidaurus, a California Non-Profit Public Benefit Corporation
 Trustee: Wells Fargo Financial National Bank
 Beneficiary: Wells Fargo Bank, National Association

The above deed of trust states that it secures a line of credit. Before the close of escrow, we require evidence satisfactory to us that (a) all checks, credit cards or other means of drawing upon the line of credit have been surrendered to escrow, (b) the borrower has not drawn upon the line of credit since the last transaction reflected in the lender's payoff demand, and (c) the borrower has in writing instructed the beneficiary to terminate the line of credit using such forms and following such procedures as may be required by the beneficiary.

13. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

14. Statements of information from all parties to the transaction.

15. With respect to Epidaurus, a California Non-Profit Public Benefit, corporation:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Hotel known as 3745 South Grand Avenue, Los Angeles, California.

(Affects Parcel 1)

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Industrial known as 3735, 3739 South Grand Avenue, Los Angeles, California.

(Affects Parcel 2)

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

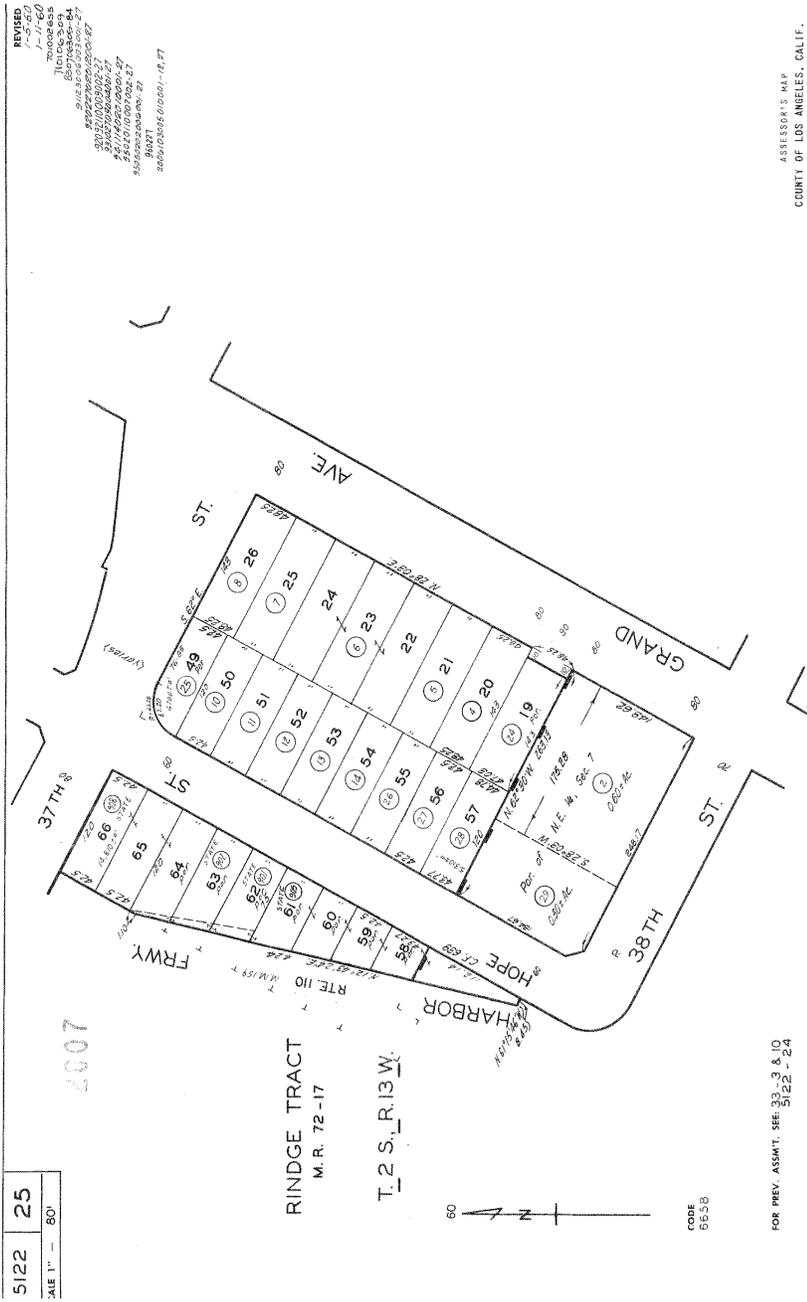
PARCEL 1: (APN: 5122-025-002)

THE SOUTHEASTERLY 175.28 FEET (MEASURED AT RIGHT ANGLES) OF THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BOUNDED SOUTHEASTERLY BY THE NORTHWESTERLY LINE OF GRAND AVENUE 80.00 FEET WIDE, BOUNDED SOUTHWESTERLY BY THE NORTHEASTERLY LINE OF 38TH STREET, FORMERLY 40TH STREET, 70 FEET WIDE, AS SHOWN ON THE MAP OF ZOBELINS GRAND AVENUE AND FIGUEROA STREET TRACT, RECORDED IN BOOK 9 PAGE 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BOUNDED NORTHEASTERLY BY THE SOUTHWESTERLY LINE OF THE RINDGE TRACT, AS PER MAP RECORDED IN BOOK 72 PAGE 17 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: (APN: 5122-025-024)

LOT 19 OF THE RINDGE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72 PAGE 17, MISCELLANEOUS RECORDS OF SAID COUNTY.

APN: 5122-025-002 and 5122-025-024



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NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;

- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

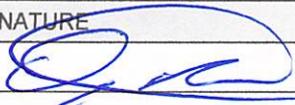
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

11. PRELIMINARY INFORMATION FOR NOTICE OF EXEMPTION FORM (APPENDIX C)

General RFP Appendix C: Preliminary Information for Notice of Exemption

PROJECT TITLE:			
Amistad de Los Angeles Renovation			
PROJECT LOCATION:			
STREET ADDRESS			
3745 S. Grand Avenue			
CITY	STATE	ZIP CODE	COUNTY
Los Angeles	California	90007	Los Angeles
DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:			
<p><u>Nature of Project:</u> Rehabilitation of existing facilities to ensure the housing and community space is safe, sanitary and habitable for housing individuals with histories of incarceration California Department of Corrections and Rehabilitation state prisons. <u>Scope of work</u> includes the renovation/rehabilitation of a 4-story hotel building (Brick House), with 69 existing bedrooms and bathrooms. The bedroom and bathroom floorplans will remain the same. The plumbing, mechanical and electrical systems will be replaced. All interior doors and windows will also be replaced. Life Safety systems will be updated and improved, including the fire alarm system. A/C will be added to the building. The basement will be redesigned and 3 bedrooms, a community restroom and shower will be built in the basement. The janitorial closets will be updated. The unused community restrooms on each floor will be converted to electrical and storage rooms. Floor coverings will be installed. The premises will be painted, including painting in hallways and stairwells. (See the attached Scope of Work for further detail)</p> <p><u>Purpose:</u> The purpose of Amity's ARG Rehab of Property proposal is to improve an existing property to increase the capacity and standard of housing for individuals with histories of incarceration from state prison.</p> <p><u>Beneficiaries:</u> Amity Foundation currently serves the reentry population including individuals with histories of incarceration from state prison. Expanding both quantity and quality of housing for this population promotes successful reentry, reduces the likelihood of recidivism and improves public safety, particularly in light of the affordable housing crisis in Los Angeles.</p>			
EXEMPT STATUS (CHECK ONE):			
<input checked="" type="checkbox"/> Categorical Exemption. State type and section number: 14 Cal Code Regulations 15301 Existing Facilities		<input type="checkbox"/> Statutory Exemption. State code number:	
REASONS WHY PROJECT IS EXEMPT:			
The project is exempt because it is the rehabilitation of existing facilities owned by a private nonprofit corporation, operated as a licensed residential treatment facility and community correctional facility that involves no expansion of an existing use.			
NAME		TITLE	
Doug Bond		CEO	
SIGNATURE			DATE
			10/29/2019

12. GOVERNING BOARD RESOLUTION

Epidaurus DBA Amity Foundation
Board of Directors Meeting Minutes, January 19th, 2018
10500 E. Tanque Verde Rd, Tucson, Arizona

Board Members Present: Jennifer Bond, Rod Mullen, Robin Rettmer, David Huerta, Don DeVito, Beth Stokes, Doug Bond, Greg Matthews, Sasha Itzikman

Board Members Absent: Alfred Urbina, Dr. Griffith.

Others in Attendance: Naya Arbiter, David Crawford, Janet Markins, Tom Jernigan

945 AM: Ms. Bond calls the meeting to order. Ms. Arbiter introduces a short video of Ysaye Barnwell's Building a Vocal Community Workshop at Amistad de Los Angeles

Ms. Bond commends Mr. Mullen, Naya, all board members and all Amity faculty for their hard work and accomplishments; expresses optimism about Amity's movement in the direction of increased financial strength and excitement that Ms. Stokes will be the new board chair.

Mr. DeVito moves to adopt the previous meeting's minutes:

Mr. Huerta moves to second the motion;

Voted and approved unanimously.

Ms. Bond moves to re-elect to Epidaurus Board of directors Ms. Jennifer Bond, Mr. Rod Mullen, Ms. Robin Rettmer, Mr. Alfred Urbina, Mr. David Huerta, Mr. Don DeVito, Ms. Beth Stokes, Dr. John Griffith, Mr. Doug Bond, Ms. Sasha Itzikman, and Mr. Greg Matthews.

Mr. DeVito moves to second the motion;

Voted and approved unanimously.

Ms. Bond moves to elect Ms. Stokes as Board Chair, re-elect Mr. Mullen as President and CEO, and elect Mr. Bond Executive Vice President.

Mr. Mullen moves to second the motion;

Voted and approved unanimously.

Ms. Stokes expresses gratitude and endorsement for Mr. Bond, as well as other board members and their support during his transition.

Ms. Stokes and Ms. Bond discuss committee assignments:

Finance/Audit is Mr. Matthews and Dr. Griffith, Mr. Bond,

Ad hoc transition: Mr. DeVito, Dr. Griffith.

Outreach, community engagement and development Committee: Ms. Itzikman, Mr. Huerta, Ms. Bond, Mr. Urbina, Mr. DeVito, Ms. Rettmer, Ms. Arbiter.

Governance: Ms. Stokes, Mr. Mullen, Ms. Rettmer, Mr. Bond.

Motion: JB to adopt these committees GM 2nd passes

Board discusses what other committees may be necessary or not, and overall advantages of creating committees, such as executive committee or advisory/mentoring committee.

Mr. Mullen states the need to define CEO's authority regarding binding the organization.

Mr. Mullen reads text of motion, as shown below

Mr. Mullen and board discuss the meaning of "extraordinary matters" with regard to defining an exact amount triggering the definition of extraordinary and setting up various levels of authority to bind the corporation contractually. Mr. Crawford states that motion as presented is as well defined as it should be.

Mr. Mullen moves that:

The Chief Executive Officer, and/or Executive Vice President (if one has been designated by the Board) has the authority to enter into any contract or to execute any instrument in the name of and on behalf of the corporation. It is incumbent upon the CEO to keep the Board informed of extraordinary matters, outside the regular operations of the corporation, and to have the approval of the Board, or the Chairperson of the Board if so authorized by the full Board, prior to using his/her authority in extraordinary matters. No other officer, agent, employee, or other person purporting to act on behalf of the corporation shall have any power or authority to bind the corporation in any way, to pledge the corporation's credit, or to render the corporation liable for any purpose or in any amount, unless that person was acting with authority duly granted by the board of directors, or unless an unauthorized act was later ratified by the corporation.

Any officer of the corporation is authorized to endorse checks, drafts, or other evidences of indebtedness made payable to the corporation, but only for the purpose of deposit, and all checks, drafts, and other instruments obligating the corporation to pay money, including instruments payable to officers or other persons authorized to sign them, shall be signed on the corporation's behalf by the Chief Executive Officer, Executive Vice President, Chief Financial Officer or Controller.

Mr. DeVito moves to second the motion;

Voted and passed unanimously.

Mr. Mullen distributes the attached Executive Council org chart, and discusses the value of having more than one capable person in upper level leadership and distribution of organizational knowledge. States that Amity has largely always had an executive council, to keep the balance of financial strength and fidelity to mission. Ms. Rettmer expresses that council will be helpful in balancing each other and finding the most human course of action in various situations. Ms. Arbiter states that nonprofits are in danger when they are expanding and turning over faculty, losing the depth of knowledge and institutional memory that older faculty possess. Ms. Arbiter adds that there is a specific need to develop young women who are confident and well versed in many settings including in-prison communities.

11:10 AM: Mr. Mullen asks the board to address Mr. Bond in a closed session;

Mr. Mullen, Ms. Rettmer, Ms. Arbiter, Mr. Crawford, Ms. Markins, and Mr. Jernigan depart for the duration of the closed session.

12:30 PM: The Board takes lunch in Bear Hall;

1:15 PM: The Board reconvenes;

Ms. Stokes states that the board is comfortable with the proposed structure handed out as the org chart, to revisit at the July Board Meeting. Board is comfortable with the exec council, but would like Mr. Bond placed between board and council as a single point of accountability. Mr. Mullen agrees with this arrangement of the org chart. Mr. Bond thanks the board for providing feedback on this structure as it is presented.

Mr. Mullen begins discussion of finances, stating that while California is now doing well, Circle Tree Ranch has grown slowly despite its potential to produce an operational surplus. Mr. Mullen speaks of the importance of CTR as the agency's training center, with the opportunity to try new ideas due to diversified funding sources, while CA contract requirements are more rigid. Mr. Bond introduces Mr. David Crawford to the board and commends his work with financial and HR departments, along with acknowledging Ms. Adrineh Terantonians who is helping with HR in California. Mr. Bond states that marketing investment in AZ has paid off, enrollments from private insurance have increased significantly in the last month. Working with Gerald Turner on funding sources for Dragonfly Village has been productive so far in the pursuit of redefining DFV as veterans' permanent housing/VASH over the next year and be at break-even with DFV as a whole. Mr. Bond speaks on training deficit as CA services expand, with 50 new hires anticipated this July. Increased MCRP population to 150 men, Vista has opportunity for diversifying funding to include MediCal which would entail significant changes and renovations. Mr. Mullen states we will need to have our insurance coverage at the level of industry standard if applying for MediCal. Total would be 30 beds, with more of an opportunity to insist on high fidelity to the Teaching Community model. Other new projects include women with children in LA, looking at taking over reentry beds from GEO in LA as well. Instituting a long training period for prison faculty. Mr. Mullen relates the story of developing outcome studies with Harry Wexler on Amity prison projects, and how we are working closely with Scott Kernan to influence policy in favor of practices which lead to better outcomes. New Mexico, looking to expand into Medicaid funding since the SAMHSA grant may

eventually not get renewed. The board discusses what we already have as far as impact studies and how we can obtain new ones.

Mr. Matthews presents for the finance committee; begins with noting the balancing act between financial strength and fidelity to mission. Mr. Matthews states that the board wants transparency and ability to ask relevant financial questions. Relates that he, Mr. Bond and Mr. Crawford met before the meeting and went over financials in great detail. Mr. Crawford goes over the financials packet, showing upward trend overall and generally tracking with earlier predictions. Ms. Itzikman asks how admin costs are factored in; Mr. Crawford states it should not be a cost center on paper, and its costs distributed to other cost centers based on who is being served.

2:10 PM:

Ms. Bond departs.

Mr. Crawford states that we get prepayment 25% on CA contracts, but then have to pay it back later in the year. Ms. Itzikman asks for an 18 month budget actual and projection; Mr. Bond states that one is available. Mr. Crawford projects that overall, we are exceeding required debt ratio even in worst case scenario. Recommends increasing line of credit to 70-80% of AR. Relates the struggle of getting new employee insurance with our previous broker not doing due diligence, current plan was extended by 1 month until February while Amity looks for new provider.

Ms. Stokes moves that the funds from the sale of the office at 262 North 2nd Street, Porterville, CA 93257 be placed in Mr. Mullen's retirement account;

Mr. Matthews moves to second the motion;

Voted and passed unanimously.

Ms. Rettmer talks about Men's faculty training workshops, women's training workshops in LA. Expanded communities served through word of mouth; received new tribal referrals from Mandan, Hidatsa, & Arikara Nations in ND. Hosted Dr. Ysaye Barnwell's Building a Vocal Community Workshop for student and faculty immersion training. MacArthur Foundation – Pima County Safety and Justice grant, 12 DVD series project. Ongoing work on AZ fingerprinting issue, legislation is in effect but AZDHS is still in the process of updating BH licensure rules to reflect the change in the law. Ms. Arbiter talks about doing comparison studies on prison campuses, major area of need is to make our health insurance more attractive to insurers as a group, through healthy activities, avoiding disease, etc. Training new faculty for restorative justice and non-objectifying therapeutic relationships is also a huge need.

Mr. Mullen mentions that the Board has a fiduciary responsibility, but the quality of services is much harder to define in hard numbers. The members of the board who are familiar with the model and the mission are obligated to be realistic in their assessment of how the fidelity is being increased or not.

Board discusses the next board meeting dates, eventually agreeing on the 22nd of June in San Diego, and subsequently the 3rd week of October in Albuquerque.

3:00 PM:

Mr. Matthews moves to adjourn:

Mr. Mullen moves to second the motion;

Voted and passed unanimously;

Meeting adjourns.

I certify that these minutes are a true reflection of the discussion and motions of this Board meeting.



Robin Rettmer, Secretary

3/5/18

Date

Agenda Item D

MEETING DATE: February 9, 2023

AGENDA ITEM: D

TO: BSCC Chair and Members

FROM: Dameion Renault, Field Representative, dameion.renault@bscc.ca.gov

SUBJECT: Indigent Defense Grant Program, Twelve-Month No-Cost Extensions:
Requesting Approval

Summary

This agenda item requests Board approval of a 12-month liquidation extension for the Indigent Defense Grant program. Grant-funded projects experienced implementation delays and service interruptions due to COVID-19, and grantees were unable to deliver services as planned. A 12-month liquidation period extension will allow additional time for grantees to implement programming and to spend down funds as originally intended.

Background

The Indigent Defense Grant program was established in the 2020 Budget Act with \$10 million in funding. (Senate Bill 74, Chapter 6, Statutes of 2020.) Of that amount, up to \$200,000 was set aside for program evaluation. Funding for indigent services may be used to help address the staffing, training, case management needs, or other attorney support of California Public Defender Offices. A \$9.8 million non-competitive Request for Applications (RFA) was released in January 2021 (D-1). Nineteen proposals were submitted from county Public Defender and Alternate Defender Offices and, following consultation with the Office of the State Public Defender, the Board made awards at the November 2020 board meeting.

In the years following the Board's approval, Indigent Defense grantees have experienced significant implementation delays. Due to COVID-19, there were procurement delays, staffing shortages, limited in-person contact with clients, and counties could not deliver services as intended. In recognition of these unforeseen impacts, the Governor's January 2023 Budget proposes a liquidation period extension through June 30, 2024 for the Indigent Defense Grant program (D-2). (Senate Bill 72, 2023 - 2024 Sess. Introduced January 10, 2023.) Grantees will be offered a 12-month extension to expend funding, contingent upon approval of the 2023 Budget Act. No additional funding will be provided through this action.

Recommendation/Action Needed

Staff recommends that the Board approve a 12-month liquidation period extension for the Indigent Defense Grant program. Staff also recommends the Board direct staff to make any amendments, extensions, and addendums to the grant agreements as needed to complete the Indigent Grant Program as proposed.

Attachments

D-1: Request for Application

D-2: Senate Bill 72

Attachment D-1



Indigent Defense Grant Program

APPLICATION PACKAGE

Proposals Due: February 5, 2021

Grant Period: February 15, 2021 to June 30, 2023



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PART I: GRANT INFORMATION

Contact Information

This Request for Applications (RFA) provides the information necessary to prepare an Application to the Board of State and Community Corrections (BSCC) for grant funds available through the Indigent Defense Grant Program. Any questions concerning the RFA must be submitted by email to: IndigentDefenseGrant@bscc.ca.gov.

Background Information

The Budget Act of 2020 (Senate Bill 74) established the Indigent Defense Grant Program and appropriated \$10,000,000 in funding. Per the Budget Act, \$9,800,000 is available for grants to county Public Defenders and up to \$200,000 may be allocated for an evaluation of the Indigent Defense Grant Program.

Proposal Due Date and Submission Instructions

Proposals must be received by 5:00 P.M. on Friday, February 5, 2021. Applicants must ensure the proposal package is signed with a digital signature **OR** a wet blue ink signature that is then scanned with the completed proposal package. Submit one (1) completed proposal package via email to: IndigentDefenseGrant@bscc.ca.gov.

Description of the Grant

Grant Period

Eligible applicants will be funded for a grant period commencing February 15, 2021 and ending June 30, 2023.

Eligibility to Apply

The Indigent Defense Grant Program will be distributed among 19 counties with a population of 550,000 residents or fewer. Eligible applicants are identified below:

- | | |
|---------------------|--------------------------|
| 1. El Dorado County | 11. Santa Barbara County |
| 2. Humboldt County | 12. Shasta County |
| 3. Imperial County | 13. Siskiyou County |
| 4. Lassen County | 14. Solano County |
| 5. Marin County | 15. Sonoma County |
| 6. Mendocino County | 16. Stanislaus County |
| 7. Merced County | 17. Tulare County |
| 8. Monterey County | 18. Tuolumne County |
| 9. Napa County | 19. Yolo County |
| 10. Nevada County | |

Eligible Activities

Funds awarded under the Indigent Defense Grant Program must be utilized to address the staffing, training, case management needs, or other attorney support of Public Defender Offices. In support of these efforts, each applicant will develop a Project Work Plan that identifies measurable project goals, objectives, and commensurate timelines (Appendix A).

Funding Information

The State Budget Act of 2020 made \$9,800,000 available to county Public Defenders for an Indigent Defense Grant Program.

Funding Allocation

Indigent Defense Grant Program funding will be allocated to counties as shown in Table I. A detailed funding chart is also provided as Appendix B.

Table I: Funding Allocation Chart			
County	Allocation	County	Allocation
El Dorado County	\$347,900	Santa Barbara County	\$637,000
Humboldt County	\$416,500 • \$323,400 to PDO • \$93,100 to ADO	Shasta County	\$347,900
Imperial County	\$347,900	Siskiyou County	\$274,400
Lassen County	\$274,400	Solano County	\$852,600 • \$637,000 to PDO • \$215,600 to ADO
Marin County	\$347,900	Sonoma County	\$882,000
Mendocino County	\$416,500 • \$323,400 to PDO • \$93,100 to ADO	Stanislaus County	\$1,127,000
Merced County	\$984,900	Tulare County	\$637,000
Monterey County	\$637,000	Tuolumne County	\$274,400
Napa County	\$323,400	Yolo County	\$347,900
Nevada County	\$323,400		

PDO - Public Defender Office

ADO - Alternate Defender Office.

Match Requirement

The Indigent Defense Grant Program does not have a match requirement.

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. The Indigent Defense Grant Program shall be used to support new program activities or to augment or expand existing program activities but shall not be used to replace existing funds. When using outside funds as match, applicants must be careful not to supplant. 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.

General Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC Board 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 C for a sample grant agreement (State of California: Contract and General Terms and Conditions). The terms and conditions of the grant agreement may change before execution.

The grant agreement start date is expected to be February 15, 2021. Grant agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services and encumbrances cannot begin prior to the grant agreement start date. Work, services and encumbrances that 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 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 D. A signed resolution is not required at the time of proposal submission; however, grant recipients must have a resolution on file for the Indigent Defense Grant Program before a fully executed grant agreement can be completed.

Invoices

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees shall be paid in one lump sum. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated on the Applicant Information Form as the Financial Officer for the grant. Grantees must submit invoices to the BSCC through an online process no later than 45 days following the end of the invoicing period. 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.

Additional information about invoicing can be found in the BSCC Grant Administration Guide, located on the BSCC [website](#).

Progress Reports and Evaluations

Grant award recipients are required to submit progress reports, a Local Evaluation Plan and a Local Evaluation Report (Appendix E). Progress reports are a critical element in

the monitoring and oversight process. The Local Evaluation Plan is a written document that describes how the project will be monitored and evaluated and shows how evaluation results will be used for project improvement and decision making. The Local Evaluation Report identifies whether the project was successful in achieving its goals and objectives.

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent down in accordance with the Grant Award Agreement could be subject to the withholding of funds. Applicable forms and instructions will be available to grantees on the BSCC's website.

Grantee Orientation Process

Following the start of the grant period, BSCC staff will conduct a virtual Grantee Orientation in April 2021. The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, Day-to-Day Contact, and service providers attend.

Travel

Travel is usually warranted when personal contact by project-related personnel is the most appropriate method of completing project-related business. The most economical method of transportation, in terms of direct expenses to the project and the project-related personnel's time away from the project, must be used. Grantees are required to include sufficient per diem and travel allocations for project-related personnel to attend any required BSCC training conferences or workshops as described in the Request for Applications and Grant Agreement.

Units of Government

Grantees that are units of government using BSCC funds may follow either their own written travel and per diem policy or the California State travel and per diem 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 loaning agency.

Out-of-State Travel

Out-of-state travel is generally 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 Agreement, Grantees must submit a separate written request on Grantee letterhead for approval to the assigned BSCC Field Representative. 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>.

Compliance Monitoring Visits

The BSCC staff will monitor 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.

Overview of the RFA Process

Confirmation of Receipt of Application

Upon submission of a proposal, applicants will receive a confirmation email from the BSCC stating that the proposal has been received. The email will be sent to the individual that signed the application and the person listed as the Project Director.

Review Process

BSCC staff will review each application for compliance with the criteria in this RFA.

Summary of Key Dates

The following table shows a timeline of key dates related to the RFA

Activity	Date
Release Request for Applications	January 21, 2021
Proposals Due to the BSCC	February 5, 2021
New Grants Begin	February 15, 2021
Mandatory New Grantee Orientation	April 2021

PART II: PROPOSAL INSTRUCTIONS

This section contains pertinent information for completing the Indigent Defense Grant Program application and attachments.

Proposal Description and Budget Instructions

Proposal Description

Provide a one-page proposal that describes the proposed project. Funds awarded under the Indigent Defense Grant Program must be utilized to address the staffing, training, and case management needs of Public Defender Offices.

Budget Section

As part of the application process, applicants are required to submit an Indigent Defense Grant Program Attachment, which is an Excel Workbook.

Applicants should be aware that budgets will be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the budget narrative are allowable and eligible for reimbursement. Regardless of any ineligible costs that may need to be addressed post award, the starting budget for the reimbursement invoices and the total amount requested will be the figures used for the Standard Grant Agreement.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Excel workbook. All project costs must be directly related to the objectives and activities of the project. The Budget Table must cover the entire grant period (February 15, 2021 - June 30, 2023).

For additional guidance related to grant budgets, refer to the [BSCC Grant Administration Guide](#).

PART III: APPLICATION AND APPENDIXES

Application

This section includes the following:

- Proposal Package Cover Sheet
- Applicant Information Form: Instructions
- Applicant Information Form
- Project Description

Appendixes

This section includes the following appendixes:

- Appendix A - Project Work Plan
- Appendix B - Funding Allocation Chart
- Appendix C - Sample Grant Agreement
- Appendix D - Governing Board Resolution
- Appendix E - Evaluation Guidelines

Indigent Defense Grant Program

**PROPOSAL PACKAGE
COVER SHEET**

Submitted by:

INSERT NAME OF APPLICANT

Date Submitted:

INSERT DATE

Applicant Information Form: Instructions

- A. **Applicant:** Complete the required information for the agency submitting the form (i.e. <NAME> Public Defender's Office).
- B. **Tax Identification Number:** Provide the tax identification number of the Applicant.
- C. **Project Title:** Provide the title of the project.
- D. **Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- E. **Grant Funds Requested:** See Budget Attachment or last page.
- F. **Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- G. **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 Grantee.
- H. **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. This person must be an employee of the Grantee.
- I. **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. This person must be an employee of the Grantee.
- J. **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 and date in the appropriate fields.

Applicant Information Form

A. APPLICANT < Name> Public Defender's Office		B. TAX IDENTIFICATION NUMBER			
NAME OF APPLICANT		TAX IDENTIFICATION #:			
STREET ADDRESS		CITY	STATE	ZIP CODE	
MAILING ADDRESS (if different)		CITY	STATE	ZIP CODE	
C. PROJECT TITLE:					
D. PROJECT SUMMARY (100-150 words):					
E. GRANT FUNDS REQUESTED: See Budget Attachment or Last Page					
\$					
F. PROJECT DIRECTOR:					
NAME		TITLE	TELEPHONE NUMBER		
STREET ADDRESS			FAX NUMBER		
CITY	STATE	ZIP CODE	EMAIL ADDRESS		
G. FINANCIAL OFFICER:					
NAME		TITLE	TELEPHONE NUMBER		
STREET ADDRESS			FAX NUMBER		
CITY	STATE	ZIP CODE	EMAIL ADDRESS		
PAYMENT MAILING ADDRESS (if different)		CITY	STATE	ZIP CODE	
H. DAY-TO-DAY PROGRAM CONTACT:					
NAME		TITLE	TELEPHONE NUMBER		
STREET ADDRESS			FAX NUMBER		
CITY	STATE	ZIP CODE	EMAIL ADDRESS		

I. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

J. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.) X			DATE

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

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Indigent Defense Grant Program application are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Project Description

Provide a one-page description of the proposed project in the space provided below.

Appendix A: 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** (minimum of two); (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. Please provide a project workplan in the below fields.

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

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

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

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

Appendix B: Funding Allocation

Please reference the below chart to determine the total available county an applicant may request. Please request the full amount of funding identified.

County	Available Funding	Allocation Breakdown
El Dorado County	\$347,900	N/A
Humboldt County	\$416,500	\$323,400 to PDO \$93,100 to ADO
Imperial County	\$347,900	N/A
Lassen County	\$274,400	N/A
Marin County	\$347,900	N/A
Mendocino County	\$416,500	\$323,400 to PDO \$93,100 to ADO
Merced County	\$984,900	N/A
Monterey County	\$637,000	N/A
Napa County	\$323,400	N/A
Nevada County	\$323,400	N/A
Santa Barbara County	\$637,000	N/A
Shasta County	\$347,900	N/A
Siskiyou County	\$274,400	N/A
Solano County	\$852,600	\$637,000 to PDO \$215,600 to ADO
Sonoma County	\$882,000	N/A
Stanislaus County	\$1,127,000	N/A
Tulare County	\$637,000	N/A
Tuolumne County	\$274,400	N/A
Yolo County	\$347,900	N/A
Grand Total		\$9,800,000

PDO - Public
Defender's Office

ADO - Alternate Defender's
Office

Appendix C: Sample Grant Agreement

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev 03/2019)	SCO ID: AGREEMENT NUMBER BSCC XXX- 20	PURCHASING AUTHORITY NUMBER (If Applicable)
--	--	---

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
XXX

2. The term of this Agreement is:

START DATE
February 15, 2021

THROUGH END DATE
June 30, 2023

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	3
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1	Indigent Defense Grant Program Application Package	x
Attachment 2	Indigent Defense Grant Program Evaluation Guidelines	x

CONTRACTOR

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

GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS XXX	CITY XXX	STATE XX	ZIP XXX
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PRINTED NAME OF PERSON SIGNING XXX	TITLE XXX
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CONTRACTOR AUTHORIZED 	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
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PRINTED NAME OF PERSON SIGNING RICARDO GOODRIDGE	TITLE Deputy Director
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CONTRACTING AGENCY AUTHORIZED 	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Indigent Defense Grant Program

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

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The State Budget Act of 2020 (Senate Bill 74) appropriated funding for indigent defense grants to eligible county Public Defenders' Offices and for an evaluation of the Indigent Defense Grant Program. Funding for indigent services can be used to help address the staffing, training, case management needs, or other attorney support of California Public Defender Offices in counties with a population of 550,000 residents or fewer.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Indigent Defense Application Package, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

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

Authorized Officer with legal authority to sign:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx

Designated Financial Officer authorized to receive warrants:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx
Email: xxx

Project Director authorized to administer the project:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx
Email: xxx

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION AND EVALUATION REQUIREMENTS

Grantees will be required to comply with all data collection, evaluation, and reporting requirements of the Indigent Defense Grant Program. This includes the timely submission of progress reports, Local Evaluation Plan, and Local Evaluation Report to the State Public Defender's Office.

The BSCC plans to contract with an outside evaluator for a statewide evaluation of the impact of the projects funded by the Indigent Defense Grant Program in consultation with the State Public Defender's Office. The contractor is expected to: design and develop instruments for collecting progress information from grantees; develop the research methodology for the statewide evaluation; design and develop instruments for collecting evaluation data from grantees; provide ongoing technical assistance to grantees for data collection and evaluation activities; compile, screen, and analyze data obtained from grantees; and develop a final report on the impact of the Indigent Defense Grant Program.

5. REPORTING REQUIREMENTS

A. Bi-Annual Progress Reports (twice a year)

Grantees will submit progress reports to the State Public Defender's Office in a format prescribed by the outside evaluator in consultation with the BSCC. Questions about the Bi-Annual Progress Reports shall be directed to the outside evaluator and the State Public Defender's Office. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule

Progress Report Periods

1. February 15, 2021 to June 30, 2021
2. July 1, 2021 to December 31, 2021
3. January 1, 2022 to June 30, 2022
4. July 1, 2022 to December 31, 2022
5. January 1, 2023 to June 30, 2023

Due no later than:

- August 15, 2021
- February 15, 2022
- August 15, 2022
- February 15, 2023
- August 15, 2023

B. Evaluation Documents

1. Local Evaluation Plan
2. Local Evaluation Report

Due no later than:

- August 30, 2021
- December 31, 2023

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

EXHIBIT A: SCOPE OF WORK

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

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in one lump sum by submitting an invoice (Form 201) to the BSCC. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below.

Quarterly Invoicing Periods:

1. February 15, 2021 to March 31, 2021
2. April 1, 2021 to June 30, 2021
3. July 1, 2021 to September 30, 2021
4. October 1, 2021 to December 31, 2021
5. January 1, 2022 to March 31, 2022
6. April 1, 2022 to June 30, 2022
7. July 1, 2022 to September 30, 2022
8. October 1, 2022 to December 31, 2022
9. January 1, 2023 to March 31, 2023
10. April 1, 2023 to June 30, 2023

Due no later than:

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

Final Invoicing Periods:

11. July 1, 2023 to September 30, 2023
12. October 1, 2023 to December 31, 2023

Due no later than:

- November 15, 2023
February 29, 2024

**Note: Only expenditures associated with completion of a Final Local Evaluation Report may be included on these last two invoices (11 and 12).*

- B. All project expenditures (excluding costs associated with the completion of a Final Local Evaluation Report) must be incurred by the end of the grant project period, June 30, 2023, and included on the invoice due August 15, 2023. Project expenditures incurred after June 30, 2023 will not be reimbursed.
- C. The Final Local Evaluation Report is due to the State Public Defender's Office by December 31, 2023. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of July 1, 2023 to December 31, 2023 must be submitted during the Final Invoicing Period(s), with the final invoice due on February 29, 2024. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period. If applicable, grantees may submit an invoice with a \$0 claim.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.
- F. Any unspent funds remaining at the end of the agreement term, including any interest earned, must be returned to the BSCC within 30 days of the submission of the final invoice.

2. GRANT AMOUNT AND LIMITATION

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- 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 through Indigent Defense funding generated from the General Fund. 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 granted through the passage of the Budget Act of 2020 (Senate Bill 74). It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of 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.
- B. If Indigent Defense funding is reduced or falls below estimates contained within the Indigent Defense Application Package, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

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

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

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

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**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 a potential Final Local Evaluation Report.
- 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.

7. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services or Public Agency Subcontracts	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collection and Progress Reporting	\$0
7. Other (Travel, Training, etc.)	\$0
8. Indirect Costs	\$0
TOTALS	\$0

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

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

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

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

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

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

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: 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: Indigent Defense Application Package.
- 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: Indigent Defense Application Package, 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 assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- D. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records
Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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.

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 program components contained in Attachment 1: Indigent Defense Application Package.

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:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Indigent Defense Application Package or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) 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.
- 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.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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.

SAMPLE

Appendix D: 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. 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.

WHEREAS the **(insert name of Local Government)** desires to participate in the Indigent Defense Grant Program funded through the State Budget Act of 2020 (Senate Bill 74) 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 E: Evaluation Guidelines

Indigent Defense Grant Program Local Evaluation Plan

The Indigent Defense Grant Program for funding period February 15, 2021 through June 30, 2023 requires a Local Evaluation Plan (LEP) to ensure projects funded by the Board of State and Community Corrections (BSCC) can be evaluated to determine their impact and effectiveness. The LEP is a written document that describes how the project will be monitored and evaluated and shows how evaluation results will be used for project improvement and decision making. The LEP should be developed before the project starts by program staff using a collaborative process that involves all relevant project stakeholders. Grantees are encouraged to identify an evaluator who can assist in the collaborative process of developing the LEP and guide the local evaluation throughout the grant cycle. This guideline was developed to assist grantees in creating a LEP that, at a minimum, addresses the information defined below.

Keep in mind the implementation of practices and strategies supported by data are to be considered whenever possible. The BSCC is responsible for verifying that grant money is spent efficiently and on effective projects; collecting data is one mechanism used to determine this. Evaluation results from each project may be used to inform the body of knowledge regarding what works with the target populations. Therefore, it is important to collect appropriate and consistent data. A strong LEP will help pave the way for a strong evaluation. A strong evaluation may be used to provide support for your project and funding.

The BSCC will make public the LEP from each grantee. LEPs may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature, and the public.

All grantees are required to submit a LEP by 5 p.m. on August 30, 2021. LEPs are sent to the Indigent Defense Grant inbox (IndigentDefenseGrant@bscc.ca.gov).

Cover Page

The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Project Background

At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- For project components that involve participants:

- Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
- Define the criteria used to determine participant eligibility of the target population.
- Describe the process for determining which intervention(s) and/or services a participant needs and will receive.
- Provide a description of the project's goals and objectives.

Process Evaluation Method and Design

At a minimum, this section should include:

- The research design for the process evaluation.
- For project components that involve participants, include:
 - The plan to document activities within the project and/or services provided to each participant (e.g., maintaining a database, signup sheets).
 - How participants' progress will be tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- For project components that do not involve participants, the plan to document activities (e.g., investigations, system/equipment updates).
- How activity progress will be tracked (e.g., start dates, cases initiated/resolved, inspections).
- Process variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data will be collected, and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components will be monitored, determined effective, and adjusted as necessary.
- The plan for documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project will be implemented to fidelity, when applicable.
- How quantitative and qualitative process data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.

Outcome Evaluation Method and Design

At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation will answer. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- For project components that involve participants:
 - The estimated number of participants expected to receive each type of intervention/service.

- The criteria for determining participant success in the project.
- The estimated number of activities expected to be accomplished.
- The criteria for determining activity completion and/or success in the project.
- Outcome variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data will be collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.
- The strategy for determining whether outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions will be employed, include a description of how the separate effects on outcome variables of each type of the intervention will be determined, if possible.

Project Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."¹ "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."²
- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided.
- Outcomes: "Outcomes are the immediate, specific, measurable changes"³ due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
 - Short-Term- Timeframe (grant cycle, months)
 - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).⁴

¹ Department of Health & Human Services: Family and Youth Services Bureau, 2020.

² The Pell Institute and Pathways to College Network, 2020.

³ Ibid.

⁴ Ibid.

Appendices (if applicable)

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

Indigent Defense Grant Program Local Evaluation Report

The Indigent Defense Grant Program for funding period February 15, 2021 through June 30, 2023 requires a Local Evaluation Report (LER) to identify whether the project was successful in achieving its goals and objectives. This LER must be based on the original Local Evaluation Plan (LEP). Any modifications to the LEP must be explained in the LER. This guideline was developed to assist grantees in writing a LER that, at a minimum, addresses the required information defined below.

The LER will document the activities completed with the support of grant funds and the outcomes achieved. BSCC will use this report to verify the grant money was well spent and describe the impacts of the project. Assuming the projects have successful outcomes, other organizations may want to adopt certain project components/intervention(s) demonstrated to be effective. Therefore, the report should include enough information to allow other organizations to replicate your project strategies.

The BSCC will make public the LER from each grantee. LERs may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature, and the public.

All grantees are required to submit a LER to the BSCC no later than 5 p.m. on December 31, 2023.

Cover Page

The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Executive Summary

The Executive Summary summarizes the key components of the report so that readers have a brief overview of the project's efforts and results. It should provide a synopsis of the project explaining: the project purpose; goals and objectives, including the extent to which they were achieved; key findings; project accomplishments; and conclusions.

Project Background

At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- For project components that involve participants:
 - Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
 - Define the criteria used to determine participant eligibility of the target population.
 - Describe the process for determining which intervention(s) and/or services

a participant needs and will receive.

- Provide a description of the project's goals and objectives.

Process Evaluation Method and Design

At a minimum, this section should include:

- The research design for the process evaluation.
- For project components that involve participants, include:
 - How activities within the project and/or services provided to each participant were documented (e.g., maintaining a database, signup sheets).
 - How participants' progress was tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- How components or activities conducted as part of the project were tracked/documented (e.g., investigations, system/equipment updates).
- How activity progress was tracked (e.g., start dates, cases initiated/resolved, inspections).
- Process variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data were collected and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components were monitored, determined effective, and adjusted as necessary.
- The method of documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project was implemented to fidelity, when applicable.
- How quantitative and qualitative process data were analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and your method used for analyzing qualitative data (identifying themes, content analysis, etc.).

Outcome Evaluation Method and Design

At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation answered. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- For project components that involve participants:
 - The number of participants who received each type of intervention/service.
 - The criteria for determining participant success in the project.
- The number of activities accomplished.
- The criteria for determining activity completion and/or success in the project.
- Outcome variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data were collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data was analyzed. Describe the

statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.).

- The strategy for determining whether outcomes were due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions were employed, include a description of how the separate effects on outcome variables of each type of the intervention were determined, if possible.

Evaluation Results

This section provides a description of the project outcomes. This section should include:

- The data related to the process evaluation. Describe any changes that were made as a result of the process evaluation findings.
- Total number of participants (unduplicated).
 - Include basic demographic information of your participants (e.g., age, gender, race/ethnicity, risk factors, prior involvement with the justice system).
 - When multiple services are available, include the number of individuals who received each of the services.
- Total number of activities and/or services.
- Progress toward goals:
 - Provide a summary of the degree to which the project's goals and objectives were achieved.
 - Describe factors that affected the progress of project goals. This may include factors which resulted in achieving goals more quickly or impeded your progress. If there were factors that impeded your progress, describe how they were addressed.
- Results of any process analyses and provide a detailed explanation related to the project's performance over the course of the grant.
- Results of any outcome analyses and provide a detailed explanation of findings as it relates to any other additional outcome measures.

Discussion of Results

At a minimum, this section should:

- Discuss the effectiveness of different strategies implemented in the project.
- Make useful recommendations with specific guidance for what to replicate or do differently.

A Current Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."⁵ "Include those aspects of

⁵ Department of Health & Human Services: Family and Youth Services Bureau, 2020.

the project which are available and dedicated to, or used by, the project/service to operate.”⁶

- **Activities:** Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- **Outputs:** If the activities are accomplished, these are the number of services delivered and/or products provided.
- **Outcomes:** “Outcomes are the immediate, specific, measurable changes”⁷ due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
 - Short-Term- Timeframe (grant cycle, months)
 - Medium-Term- Timeframe (grant cycle, months-years)
- **Impacts:** The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).⁸

Grantee Highlight

This section should provide a brief, one-page, visually appealing, highlight or success story that provides additional information related to the project’s success over the grant cycle. This highlight may be included in a statewide report. You may include optional graphs, charts, or photos⁹. While every effort will be made to include these in a statewide report, inclusion in the report is not guaranteed.

Appendices

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

⁶ The Pell Institute and Pathways to College Network, 2020.

⁷ Ibid.

⁸ Ibid.

⁹ The BSCC will only accept photographs in which all persons depicted are over 18 years of age and have consented to both being photographed and to the use and release of their image. By submitting photographs to the BSCC, the submitter acknowledges that all approvals have been obtained from the subjects in the photograph(s) and that all persons are over 18 years of age. Further, by submitting the photographs, the submitter irrevocably authorizes the BSCC to edit, alter, copy, exhibit, publish or distribute the photographs for purposes of publicizing BSCC grant programs or for any other lawful purpose. All photographs submitted will be considered public records and subject to disclosure pursuant to the California Public Records Act.

Attachment D-2

Senate Bill 72. Budget Act of 2023

5227-490—Reappropriation, Board of State and Community Corrections. Notwithstanding any other law, the period to liquidate encumbrances of the following citations is extended to June 30, 2024.

0001—General Fund

\$200,000 in Item 5227-109-0001, Budget Act of 2020, for the purpose
(1) of contracting for a grant program evaluation.

\$9,800,000 in Item 5227-109-0001, Budget Act of 2020, to provide
(2) grantees an extension of liquidation for the purposes specified in the grant program.

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240SB72

Agenda Item E

MEETING DATE: February 9, 2023

AGENDA ITEM: E

TO: BSCC Chair and Members

FROM: Ian Silva, Field Representative, ian.silva@bscc.ca.gov

SUBJECT: Establishment of the Byrne State Crisis Intervention Program Advisory Board: **Requesting Approval**

Summary

This agenda item requests Board approval to establish the Byrne State Crisis Intervention Program (SCIP) Advisory Board to inform and guide the implementation of the federal Byrne SCIP grant program, which will provide federal funding for California to implement additional gun violence reduction programs. Staff recommends that the Board members serve on the Advisory Board with additional members with additional required subject matter expertise to be appointed by the Chair.

Background

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) released a new federal formula solicitation in October 2022 (E-1). As authorized by the Bipartisan Safer Communities Act of 2022 (Pub. L. No. 117-159 (June 25, 2022) 126 Stat. 1313), the Byrne State Crisis Intervention (Byrne SCIP) Program provides formula funds to implement state gun crisis intervention court proceedings and related programs or initiatives, including, but not limited to, extreme risk protection order (ERPO) programs that work to keep firearms out of the hands of people who pose a threat to themselves or others, mental health courts, drug courts, and veterans' treatment courts.

The BSCC as the State Administering Agency for California's Byrne JAG program, is the State Administering Agency for the Byrne SCIP Program. The BSCC submitted a Byrne SCIP application in December 2022 for \$29,231,074 in formula funding; the results of the application are not yet known (E-2). The BSCC, with input from the Byrne SCIP Advisory Board, would make sub-awards focusing on gun safety measures to the Judicial Council to expand collaborative courts and to units of local government. As tentatively proposed in the state's application, and subject to subsequent approval by the Byrne SCIP Advisory Board, the goal of the grant program is to develop a multipronged approach to decreasing gun violence in California, to support local jurisdictions in their efforts to improve firearms relinquishment procedures and to support the enhancement of collaborative court programs that address behavioral health issues with a focus on people who are at higher risk for gun violence.

Byrne SCIP applicants are required to form a Crisis Intervention Advisory Board to inform and guide the state's gun violence reduction programs/initiatives. The Byrne SCIP Advisory Board must include, but is not limited to, representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal

counsel. The membership of the BSCC membership already satisfies many of the membership requirements of the Advisory Board. As such, staff recommends the Advisory Board consist of the BSCC with additional representatives from prosecution, behavioral health, victim services, and legal counsel. The BSCC anticipates the Byrne SCIP Advisory Board would convene on the same day as Board meetings and meetings would be open to the public.

Recommendation/Action Needed

Staff recommends the following:

1. The Board establish the Byrne State Crisis Intervention Program Advisory Board;
2. Appoint Linda Penner as Chair, and delegate authority to the Chair to appoint additional members as needed, consistent with the requirements of the Byrne SCIP federal grant program.

Attachments

E-1: Byrne SCIP Formula Solicitation

E-2: BSCC Byrne SCIP Program Narrative

Attachment E-1

OMB No. 1121-0329
Expires 12/31/2023U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

BJA FY 2022 - 2023 Byrne State Crisis Intervention Program Formula Solicitation

Assistance Listing Number # 16.738

Grants.gov Opportunity Number: O-BJA-2023-171458

Solicitation Release Date: October 19, 2022 10:00 AM ET

Application Grants.gov Deadline: December 12, 2022 8:59 PM ET

Application JustGrants Deadline: December 19, 2022 8:59 PM ET

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for funding for the Byrne State Crisis Intervention Program (Byrne SCIP). This program furthers DOJ's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence, with a particular focus on gun violence and the programs and initiatives that target the risk factors that are likely to lead to this kind of violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

Eligible Applicants:

State governments, Other

Other

Only states may apply under this solicitation, and states must designate a single [State Administering Agency](#) (SAA) that has authority to apply on their behalf. For the purposes of Byrne SCIP, the term "states" includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a "state" or "states" includes all 56 jurisdictions.) The expected eligible allocations by state for fiscal year (FY) 2022-2023 Byrne SCIP can be found at: <https://bjaojp.gov/funding/fy-2022-2023-byrne-scip-allocations.pdf>.

Note: This solicitation combines the funds available for FY 2022 and FY 2023. Only one application per state should be submitted.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee. Subrecipients may include but are not limited to courts (state, county, local, and tribal), institutes of higher learning, law enforcement, supervision agencies, prosecutors, public defenders, behavioral health, emergency communications, etc.

Additional information can be found in the Byrne SCIP Frequently Asked Questions at <https://bja.ojp.gov/doc/byrne-scip-faq.pdf>.

Contact Information

For technical assistance with submitting the Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175. The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time Monday - Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

For assistance with any other requirements of this solicitation, contact the OJP Response Center by telephone at 800-851-3420 or TTY: 301-240-6310 (hearing impaired only), or by email at grants@ncjrs.gov. The OJP Response Center hours of operation are 10:00 a.m. to 6:00 p.m., eastern time Monday–Friday, and 10:00 a.m. to 8:00 p.m. on the solicitation close date.

Submission Information

Applications will be submitted to DOJ in two steps:

Step 1: The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities (SF-LLL) form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, the applicant will need to ensure that its System for Award Management (SAM) registration is current.

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. OJP encourages applicants to review the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training.

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Program Description

Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Byrne State Crisis Intervention Program (Byrne SCIP) provides funding for the creation and/or implementation of extreme risk protection order (ERPO) programs, state crisis intervention court proceedings, and related gun violence reduction programs/initiatives.

Background

On June 25, 2022, President Biden signed the Bipartisan Safer Communities Act of 2022 into law to reduce gun violence and save lives, and to make progress toward keeping guns out of dangerous hands. In signing the bill into law, the President noted that this historic act “invests in antiviolence programs that work — that work directly with the people who are most likely to commit these crimes or become victims of gun crimes.”

An extreme risk protection order (ERPO) is a common-sense, effective measure to empower family members, health care providers, school officials, or law enforcement officers to petition a court to temporarily prevent a person from accessing firearms if they are found to be a danger to themselves or others (see the [June 7, 2022, Statement of Administration Policy](#)). In 2021, the Department of Justice released [model legislation](#) to help states create their own extreme risk protection order systems and provide for such intervention before warning signs turn into tragedy. The Bipartisan Safer Communities Act also seeks to ensure that extreme risk protection order laws — commonly referred to as “red flag laws” — and programs are implemented in accordance with the Constitution and provide for adequate due process protections. Programs must ensure the accused has the right to an in-person hearing, the right to know opposing evidence, and the right to be represented by counsel at no expense to the government.

Statutory Authority

Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339); 28 U.S.C. 530C.

Specific Information

As authorized by the Bipartisan Safer Communities Act of 2022, Byrne SCIP provides formula funds to implement state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, extreme risk protection order programs that work to keep guns out of the hands of those who pose a threat to themselves or others, mental health courts, drug courts, and veterans treatment courts.

ERPO Programs

In addition to using funds for implementing ERPO programs, they may also be used for:

- **Training for those implementing ERPO programs**
 - Training for judiciary and court staff on ERPO proceedings
 - Training for family members on ERPO
 - Training for first responders on ERPO
- **Communication, Education, and Public Awareness**
 - Outreach to community members, stakeholders, municipal leaders, law enforcement agencies, and those engaging with at-risk individuals to raise public awareness about the value and public safety benefits of ERPO laws and programs, and promote the importance of effective implementation and

enforcement, as well as program development and enhancement.

- Development and distribution of ERPO fact sheets, brochures, webinars, television or radio engagement (e.g., advertisements, spotlights, etc.), and social media outreach (e.g., YouTube, Facebook, Twitter, etc.) in order to execute the communication, education, and public awareness strategy.
- Publication of best practices regarding ERPO programs.

Related Programs or Initiatives

Related court-based, behavioral health deflection, and gun safety programs or initiatives include, but are not limited to:

- **Specialized court-based programs such as drug, mental health, and veterans treatment courts, including those that specifically accept clients with firearm violations**
 - Gun violence recovery courts that connect clients in crisis with community resources
 - Threat assessment training for prosecutors, judges, law enforcement, and public defenders
 - Technology, analysis, or information-sharing solutions for ensuring law enforcement, probation, prosecutors, the courts, and public defenders are informed when a prohibited person attempts to purchase a firearm
 - Development and implementation of validated gun violence risk assessment tools and service case management and navigation programs to assess the risks and needs of clients and connect them to critical services to mitigate their risk of gun violence and enhance their access to effective interventions
 - Expanding the capacity of existing drug, mental health, and veterans treatment courts to assist clients who are most likely to commit or become victims of gun crimes
- **Behavioral health deflection for those at risk to themselves or others (see the [National Guidelines for Behavior Health Crisis Care Best Practice Toolkit](#))**
 - Assertive Community Treatment
 - Behavioral threat assessment programs and related training
 - Triage services, mobile crisis units (both co-responder and civilian only), and peer support specialists
 - Technological supports such as smartphone applications to help families and patients navigate mental health and related systems and telehealth initiatives, including technology solutions for telehealth visits outside the hospital
 - Support behavioral health responses and civil legal responses to behavioral health responses such as regional crisis call centers, crisis mobile team response, and crisis receiving and stabilization facilities to individuals in crisis
 - Specialized training for individuals who serve or are families of individuals who are in crisis
 - Law enforcement-based programs, training, and technology
- **Funding for law enforcement agencies to safely secure, store, track, and return relinquished guns**
 - Gun locks and storage for individuals and businesses
 - Software/technologies to track relinquished guns
 - Development and or delivery of specialized training and overtime for officers to attend training

Program Requirements

Crisis Intervention Advisory Board

Applicants must form a diverse Crisis Intervention Advisory Board to inform and guide the state's related gun

violence reduction programs/initiatives. The Board must include, but is not limited to, representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal counsel. Applicants must describe the advisory board, its membership, and governance structure for the purpose of this grant award.

State Crisis Intervention Program Plan and Budget Approval

Program and budget plans must be developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board and must be expressly approved by BJA post award via Grant Award Modification (GAM) before funds can be obligated, expended, or drawn down.

Authorization of Subawards

All subawards must be expressly authorized by BJA post award via GAM before funds can be obligated for subawards.

Evaluation, Data Collection, and Required Cooperation

Recipients will be required to cooperate with BJA and its training and technical assistance provider to ensure that projects funded under this program are designed to protect the constitutional rights of individuals. Recipients will also be required to cooperate with the statutorily required evaluation activities as part of the terms and conditions of the award. Applicants may budget and allocate grant funding to meet specific research and programmatic requirements under this award regarding:

1. The effectiveness of the crisis intervention program or ERPO initiative in preventing violence and suicide
2. Measures that have been taken to safeguard the constitutional rights of an individual subject to a crisis intervention program or ERPO initiative.

Specifically, the use of grant funds to engage with a research partner to meet the evaluation, data collection, and required cooperation requirements is allowable and encouraged.

Mandatory Requirements for Extreme Risk Protection Order Programs

ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States).
 - Such programs must include, at the appropriate phase, to prevent any violation of constitutional rights, and at minimum notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the state's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States).
 - The heightened evidentiary standards and proof under such programs must, at all appropriate phases, prevent any violation of any constitutional right, and at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Limitations on the Use of Byrne SCIP Funds

Limitation on direct administrative costs – Funds may not be used for direct administrative costs that exceed 10

percent of the total award amount.

Matching Funds – Absent specific federal statutory authority to do so, Byrne SCIP award funds may not be used to match other federal awards.

Prohibition of supplanting – Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Lobbying – In general, as a matter of federal law, funds may not be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See [18 U.S.C. 1913](#). Recipients and subrecipients must comply with the provisions in [2 C.F.R. § 200.450 \(Lobbying\)](#) and [18 U.S.C. 1913](#) as appropriate. Also, see [Chapter 2.1](#) of this [DOJ Grants Financial Guide](#) for more specifics about restrictions on lobbying. Should any question arise as to whether a particular use of award funds would or might fall within the scope of these prohibitions, the recipient is to contact BJA for guidance, and may not proceed without the express prior written approval of BJA.

Formula

Consistent with the Bipartisan Safer Communities Supplemental Appropriations Act, 2022, Byrne SCIP funds will be “...awarded pursuant to the formula allocation (adjusted in proportion to the relative amounts statutorily designated therefor) that was used in the fiscal year prior to the year for which funds are provided for the Edward Byrne Memorial Justice Assistance Grant Program...” Therefore, allocations for FY 2022-2023 Byrne SCIP are based on the FY 2021 and FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

All funds will be awarded to the states to implement their programs. States can retain the full 60 percent share with no variable pass-through requirement.

Local Pass-through Requirement

Where applicable, states must pass through a 40 percent portion to local governments. (For the purpose of Byrne SCIP, a “unit of local government” is a city, county, township, town, or certain federally recognized American Indian tribes.) States have discretion on how the funds are passed through to units of local government, as informed by their Crisis Intervention Advisory Board. This pass-through is mandatory and not eligible for a waiver. This could include, but is not limited to, an organizational unit of government such as a prosecutor’s office, public defender’s office, law enforcement agency, public health agency, or court system.

Less than \$10,000 Pass-through Requirement

Some units of local government were not eligible to receive a direct JAG award fund due to their small size in FY 2021 and FY 2022. (These small-sized units of local government are referred to as “less-than-\$10,000 jurisdictions.”) However, under Byrne SCIP, states must provide additional funds to state courts that provide criminal justice and civil justice services for the “less-than-\$10,000 jurisdictions” within the state and/or subaward the funds to such jurisdictions.

The less than \$10,000 pass-through requirement is eligible for a waiver to the extent that (1) the state-administered project will directly benefit a unit of local government, and (2) one unit (or more) of local government voluntarily agrees and acknowledges in an appropriate written certification that the specified amount of state-administered funds would directly benefit the unit of local government in question and agrees that funding the project at the state level is in the best interest of the local government unit. To request a waiver of the less than \$10,000 pass-through requirement, a recipient must, post-award:

1. Using OJP’s JustGrants system, submit a “Programmatic Costs” Grant Award Modification (GAM), marked “Other” and with “Byrne SCIP – Pass-Through Waiver” typed in the available text box.
2. Attach to the GAM a letter, on the letterhead of the recipient jurisdiction and signed by the recipient’s “authorized representative” for the Byrne SCIP award in question, that:
 - Provides a summary of the project(s) and stipulates the project(s) will directly benefit one or more units of local government.
 - Lists one or more units of local government that agrees funding of the project is in the best interest of the local government unit.

The allocations by state for FY 2022 - 2023 Byrne SCIP can be found at <https://bja.ojp.gov/funding/fy-2022-2023-byrne-scip-allocations.pdf>.

Goals, Objectives, and Deliverables

Goals

In general, FY 2022 - 2023 Byrne SCIP will support state crisis intervention court proceedings and related programs or initiatives, particularly ERPO programs, and including, but not limited to, mental health courts, drug courts, and veterans treatment courts. Although Byrne SCIP provides assistance directly to states, it is also designed to assist units of local government through its pass-through requirements.

Objectives

The objectives are directly related to the Byrne SCIP accountability measures described at <https://bja.ojp.gov/funding/performance-measures/byrne-scip-measures.pdf>.

Deliverables

A state that receives an FY 2022 - 2023 Byrne SCIP award will be required to produce various types of reports, including quarterly financial reports, quarterly performance reports, and semi-annual progress reports, in JustGrants.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work's results, as discussed in the Application and Submission Information section.

Evidence-Based Programs

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

Solicitation Categories

This solicitation does not include Solicitation Categories.

Awards, Amounts and Durations

Anticipated Number of Awards

56

Anticipated Maximum Dollar Amount of Awards

\$29,231,074.00

Period of Performance Start Date

10/1/22

Period of Performance Duration (Months)

48

Anticipated Total Amount to be Awarded Under Solicitation

\$257,787,550.00

Additional Information

Note: This solicitation combines the funds available for FY 2022 and FY 2023. One award per state will be made that includes the eligible allocation amounts for FY 2022 and 2023.

Availability of Funds

This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States; its departments, agencies, or entities; its officers, employees, or agents; or any other person.

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

Unallowable Costs: In addition to the unallowable costs identified in the DOJ Grants Financial Guide, award funds may not be used for the following:

- Prizes, rewards, entertainment, trinkets (or any type of monetary incentive)
- Client stipends
- Gift cards
- Food and beverage

Unmanned Aircraft Systems

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide for](#) information on Costs Associated with Language Assistance.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or match requirements, see the “Federal Award Information” section.

Application and Submission Information

Content of Application Submission

See the Application Elements and Formatting Instructions section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete application materials in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372 but has not been selected by the State for review.”

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to: add zip codes for areas affected by the project; confirm its Authorized Representative; and verify and confirm organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A proposal abstract (no more than 400 words) summarizing the proposed project, including the purpose of the project, primary activities, expected outcomes, the service area, intended beneficiaries and subrecipients (if known), will be completed in the JustGrants web-based form. This abstract should be single-spaced, using a standard 12-point Times New Roman font with 1-inch margins, and written in the third person. The abstract will be made publicly available on the OJP website if the project is awarded.

Proposal Narrative

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font, and have no less than 1-inch margins. Pages should be numbered and submitted as an attachment. The proposal narrative should represent the preliminary, anticipated program plan, as program plans must be developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board and must be expressly approved by BJA post award via GAM before funds can be obligated, expended, or drawn down

The following sections must be included as part of the proposal narrative:

a. Description of the Issue

Identify the state's strategy/funding priorities for FY 2022 - 2023 Byrne SCIP funds, the subgrant award process and timeline, and a description of the programs to be funded over the 4-year grant period. Describe any current activities related to Byrne SCIP and how this funding will be coordinated and supplement those activities.

b. Project Design and Implementation

Describe the state's process for forming the Crisis Intervention Advisory Board to inform and guide the state's related gun violence reduction programs/initiatives. The Board must include, but is not limited to, representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and/or legal counsel. Applicants must describe the team, its membership, and governance structure for the purpose of this grant award.

Include a description of the anticipated funding strategy based on the allowable uses of funds and address the process for determining local pass-through subawards, where required, and an understanding that all subawards require specific prior approval from BJA post-award.

c. Capabilities and Competencies

Demonstrate the capabilities and competencies necessary to successfully implement a large-scale program informed by a diverse program advisory board. In addition, demonstrate the capabilities and competencies necessary to collect the statutorily required research and evaluation data and to coordinate with large scale evaluation studies and training and technical assistance providers.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding. Specifically address the plan for collecting data on the effectiveness of the crisis intervention programs or initiatives in preventing violence and suicide and the measures that have been taken to safeguard the constitutional rights of an individual subject to a crisis intervention program or initiative.

Note: applicants are **not** required to submit performance data with the application. Rather, performance measure information is included as an alert that successful applicants will be required to submit performance data as part of each award's reporting requirements.

OJP will require each successful applicant to submit regular performance data that show the completed work's results. The performance data directly relate to the goals, objectives, and deliverables identified in the "Goals, Objectives, and Deliverables" section.

Award recipients will be required to submit quarterly performance measure data in BJA's Performance Measurement Tool (PMT) system and separately submit semi-annual performance reports in JustGrants. Further guidance on the post-award submission process will be provided. A list of performance measure questions for this program can be found at <https://bja.ojp.gov/funding/performance-measures/byrne-scip-measures.pdf>.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

See the [OJP Grant Application Resource Guide](#) for additional information.

Budget Worksheet and Budget Narrative (attachment)

The budget narrative and budget worksheet attachment is a critical element, and applicants will be unable to successfully submit an application in JustGrants unless the attachment is uploaded in this section. The application budget submission should represent a preliminary budget estimate, budget plans must be developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board and must be expressly approved by BJA post award via GAM before funds can be obligated, expended, or drawn down.

Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

Indirect Cost Rate Agreement (if applicable)

The applicant will submit its indirect cost rate agreement by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

The applicant will download the questionnaire, complete it, and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information and the link to the questionnaire.

Disclosure of Process Related to Executive Compensation

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this solicitation are not required to provide this disclosure.

Additional Application Components

The applicant will attach the requested documentation in JustGrants.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will submit documentation of its research and evaluation independence and integrity by uploading it as an attachment in JustGrants. For additional information, see the [OJP Grant Application Resource Guide](#).

Disclosure and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

Complete and submit the SF-LLL in Grants.gov. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; Drug-Free Workplace Requirements; and Law Enforcement and Community Policing in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) for additional information.

How to Apply

Step 1: The applicant must submit the **SF-424** and **SF-LLL** in [Grants.gov](#) at <https://www.grants.gov/web/grants/register.html>.

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at <https://justgrants.usdoj.gov/>.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by December 12, 2022 at 8:59 p.m. ET.

The **full application** must be submitted in JustGrants by December 19, 2022 at 8:59 p.m. ET.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates to allow sufficient time to correct errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline.

Experiencing Unforeseen Technical Issues

An applicant that experiences unforeseen SAM.gov, Grants.gov, or JustGrants technical issues beyond its control that prevent application submission by the deadline must demonstrate all efforts in requesting technical support in order to submit an application by the deadline. Technical support is available via phone and email to the applicable SAM.gov, Grants.gov, or JustGrants support centers or service desks in which an applicant received a ticket number for resolution. If an applicant misses a deadline due to unforeseen technical difficulties, the applicant may request a waiver to submit an application after the deadline. *Note: If an applicant does not submit all the required Grants.gov forms by the Grants.gov deadline, the applicant will not be able to proceed to the JustGrants portion of the application process.*

An applicant experiencing technical difficulties with the following systems must contact the associated support

desk indicated below to report the technical issue and receive a tracking number:

- Grants.gov — Contact the [Grants.gov Customer Support Hotline](#).
- SAM.gov — Contact the [SAM Help Desk \(Federal Service Desk\)](#).
- JustGrants — Contact the JustGrants Support Desk at JustGrants.Support@usdoj.gov or 833-872-5175.

An applicant requesting a waiver to submit a late application must document their request for technical assistance in an email to the OJP Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** to request approval to submit its application after the deadline. If an applicant has technical issues with Grants.gov, the applicant must contact OJP Response Center within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. Waiver requests to submit after the submission deadline must:

- Describe the technical difficulties experienced.
- Include a timeline of the applicant's submission efforts (e.g., what date and time did the error occur, what date and time was action taken to resolve the issue and resubmit; and what date and time did support representatives respond).
- Include an attachment(s) of the complete grant application and all required documentation and material.
- Include the applicant's Unique Entity Identifier (UEI) and any applicable SAM.gov tracking number(s), Grants.gov Help Desk, and JustGrants Support Desk Ticket Numbers.

OJP will review each request for late submission and required supporting documentation and notify the applicant whether the request has been approved or denied. For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [OJP Grant Application Resource Guide](#).

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on technology security.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “Program Description” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports. Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Accountability measurement data must be submitted through BJA's Performance Measurement Tool (PMT), available at <https://bjapmt.ojp.gov>. The accountability measures are available at <https://bja.ojp.gov/funding/performance-measures/byrne-scip-measures.pdf>.

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), see the solicitation cover page.

For contact information for Grants.gov and JustGrants, see the solicitation cover page.

Other Information**Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)**

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

Application Checklist

This application checklist has been created as an aid in developing an application. The [DOJ Application Submission Checklist](#) is another resource.

What an Applicant Must Do:

Prior to registering in Grants.gov:

- Confirm your Entity's [System Award Management \(SAM\)](#) Registration Information (see [OJP Grant Application Resource Guide](#))

To register in Grants.gov:

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [OJP Grant Application Resource Guide](#))

To find the Funding Opportunity:

- Search for the funding Opportunity in Grants.gov using the opportunity number, Assistance Listing, or keyword(s)
- Access the Funding Opportunity and Application Package (see Step 7 in the [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [OJP Grant Application Resource Guide](#))

Overview of Post-Award Legal Requirements:

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2022 Awards](#)" in the [OJP Funding Resource Center](#).

Review Scope Requirement:

- The federal amount requested is within the allowable limit(s) of the FY 2022 - 2023 Byrne SCIP Allocation List as listed at: <https://bja.ojp.gov/funding/fy-2022-2023-byrne-scip-allocations.pdf>.

Review Eligibility Requirement:

Only states may apply under this solicitation, and states must designate a single [State Administering Agency](#) that has authority to apply on their behalf. For the purposes of Byrne SCIP, the term "states" includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a state or states includes all 56 jurisdictions.)

Prepare to submit the Application for Federal Assistance standard form (SF)-424 and Disclosure of Lobbying Activities form (SF-LLL)

- Review Information to complete the Application for Federal Assistance (SF-424) in Grants.gov
- Submit the Intergovernmental Review
- Complete Standard Applicant Information (SF-424 information from Grants.gov)
- Submit the **SF-424** and **SF-LLL** in Grants.gov

After the SF-424 and SF-LLL submission in Grants.gov, receive Grants.gov email notifications that:

- Submission has been received in Grants.gov
- Submission has either been successfully validated or rejected with errors (see [OJP Grant Application Resource Guide](#))

If no Grants.gov receipt and validation, or if error notifications are received:

- Contact Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at [Grants.gov customer support](#), or email at support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Receive email notification to complete application in JustGrants:

- Complete Application in JustGrants

Content of Application Submission

- Proposal Abstract
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Budget Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [OJP Grant Application Resource Guide](#))

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) F(see [OJP Grant Application Resource Guide](#))

Submit application in JustGrants:

- Application has been successfully submitted in JustGrants

If no JustGrants application submission validation or if error notifications are received:

- Contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175 regarding technical difficulties.

Attachment E-2

Byrne State Crisis Intervention Program
California FY 2022 - 2023 Application
Proposal Narrative

A. Description of the Issue

The Board of State and Community Corrections (BSCC) is the designated state administering agency for the Byrne State Crisis Intervention Program (Byrne SCIP). Subject to direction from the State's Crisis Intervention Advisory Board, BSCC anticipates making subawards to the California Judicial Council and units of local government with the federal fiscal year (FY) 2022 and 2023 allocations in calendar years 2023 and 2024. These subawards will focus on supporting gun safety measures in collaborative (problem-solving) courts and related activities.

Guns In California

California has the strictest gun laws in the country.¹ California also has one of the nation's lowest rates of gun-related deaths (44th out of 50 states), at 8.5 deaths per 100,000 people—37% below the national average. According to the state Attorney General's office, Californians are 25% less likely to die in mass shootings than residents in other states. California was the first state in the nation to adopt a "red flag law," which allows courts to issue restraining orders preventing individuals deemed to be a danger to themselves or others from possessing firearms. Some of the state's most notable legislation is its proactive removal of firearms from people who are convicted of felonies or certain misdemeanors, are facing domestic violence charges, or have had certain protective orders filed against them.

Despite these facts, gun violence is still a significant issue in the state with one person being killed by guns every three hours. Although robust gun relinquishment procedures for people with criminal convictions have been codified², questions remain about impact and the effectiveness of the implementation of the law. Preliminary data collection on the implementation of gun

¹ <https://giffords.org/lawcenter/resources/scorecard/?scorecard=CA>, accessed 12/7/22

² Cal. Pen. Code § 29810.

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relinquishment legislation indicates that there are a variety of challenges related to the process and that practices vary widely throughout the state.

Research suggests that there is a correlation between substance use disorders and gun related activity including gun violence against others and suicide.³ California's collaborative justice court system aims to reduce criminal activity, including gun violence, by addressing the underlying behavioral health issues that may influence people's contact with the criminal justice system. Although California is home to well over 400 collaborative courts, the lack of consistent state funding for these programs often hinders courts in their ability to expand caseload sizes and address some of the significant behavioral health needs of individuals in the criminal justice system.

This application focuses on developing a multipronged approach to decreasing gun violence in California, supporting local jurisdictions in their efforts to improve firearms relinquishment procedures and supporting the increase or enhancement of collaborative court programs that address behavioral health issues, with a focus on people who are at higher risk for gun violence.

Implementation of Expanded Gun Safety Measures

In an effort to keep guns and ammunition out of the hands of violent people, California voters passed Proposition 63, the Background Checks for Ammunition Purchases and Large-Capacity Ammunition Magazine Ban Initiative, in 2016. It requires a background check and California Department of Justice authorization to purchase ammunition, prohibits possession of high-

³ *Epidemiologic Reviews*, Volume 38, Issue 1, 1 January 2016, Pages 46–61, <https://doi.org/10.1093/epirev/mxv013>

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capacity ammunition magazines over ten rounds, levies fines for failing to report when guns are stolen or lost, and establishes procedures for enforcing laws prohibiting firearm possession by specified persons convicted of a felony and certain misdemeanor offenses.

Specifically, the law requires that courts provide defendants with a “Prohibited Persons Relinquishment (PPR)” Form at the time of conviction to inform the defendant of their obligation to comply with the law.⁴ The court also refers the matter to the county Probation Department to investigate if the defendant owns firearms and if those firearms have been relinquished. The Probation Department assigns the case to a deputy probation officer immediately to prepare an investigation report. As partners in the statewide implementation of the law, the Judicial Council works with courts to identify challenges in following these procedures. Many courts report that lack of resources in probation and lack of consequences for non-compliance with relinquishment make enforcement difficult. With Byrne SCIP funding, the Judicial Council can work more directly with courts to identify specific challenges in their local process and address them and achieve the goals the law intended.

California Collaborative Courts

People with substance use disorders and mental health issues are disproportionately represented in the court system and have been disproportionately impacted by the COVID-19 pandemic. According to the USDOJ Community Policing Dispatch, “The American Psychological Association reports that ‘64 percent of jail inmates, 54 percent of state prisoners, and 45 percent of federal prisoners’ have reported mental health concerns. Approximately half the people in U.S.

⁴ Cal. Pen. Code § 29810.

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jails and over one third of the population of U.S. prisons have been diagnosed with a mental illness.”⁵ The large proportion of these cases also involve individuals who lack adequate housing. Cases involving behavioral health issues and homelessness often have complications that result in longer time to disposition and increased workload on the courts.

Drug and other collaborative courts (also called problem-solving courts) are successfully addressing cases involving people with behavioral health issues and those struggling with homelessness. These programs promote accountability by combining judicial supervision with rigorously monitored rehabilitation, treatment, and community services in lieu of detention. Collaborative courts were designed to address people’s underlying issues that led them to become justice-system involved. These court programs rely on a problem-solving, team-based approach in which justice system partners, including judges, court staff, attorneys, treatment providers, social workers, probation officers, and others work together to improve participant outcomes.

Collaborative court program models that involve case management and intensive judicial monitoring are well suited to implement a variety of procedures and services that promote gun safety. From intake procedures that identify gun ownership or past gun violence charges, to services that expand treatment court capacity to assist clients more likely to commit or become victims of gun violence, the Judicial Council will partner with local courts to make communities safer.

B. Project Design and Implementation

Crisis Intervention Advisory Board

⁵ https://cops.usdoj.gov/html/dispatch/05-2022/mental_health_reentry.html

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Established in 2012, the BSCC is an independent statutory agency in the Executive Branch that provides leadership to the adult and juvenile criminal justice systems, promulgates regulations for adult and juvenile detention facilities, conducts regular inspections of those facilities, develops standards for the selection and training of local corrections and probation officers, and administers state and federal grant programs. The BSCC is guided by a 13-member Board as shown below:

Board Membership		
1	Linda Penner	Chair, Board of State and Community Corrections
2	Kathleen Allison	Secretary of CDCR
3	Guillermo Viera Rosa	Director of Adult Parole Operation, CDCR
4	Dean Growdon	Sheriff of Lassen County
5	Shannon D. Dicus,	Sheriff of San Bernardino County
6	Kirk Haynes	Chief Probation Officer of Fresno County
7	Janet Gaard	Retired Judge, Yolo County
8	Kelly M. Vernon,	Chief Probation Officer of Kings County
9	Andrew Mills	Chief of Police of Palm Springs
10	Scott Budnick	Founder of Anti-Recidivism Coalition
11	Norma Cumpian	Women's and Non-Binary Services Manager, Anti-Recidivism Coalition
12	Cindy Chavez	Santa Clara County Supervisor
13	Vacant	A community provider or advocate with expertise in effective programs, policies, and treatment of at-risk youth and juvenile offenders

The BSCC will convene a Crisis Intervention Advisory Board consisting of Board members and other subject matter experts. Additional members will be added to the Advisory Board to include representation from prosecution, behavioral health providers, victim services, and legal counsel. The BSCC anticipates the Crisis Intervention Advisory Board will convene in accordance with open-meeting laws. Meetings will be held in public locations that are noticed at least 10-days in advance.

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State Share Allocation

Subject to the direction of the Crisis Intervention Advisory Board, the BSCC will enter into an agreement with the California Judicial Council to administer the State Share allocation of \$17,538,645 minus any administrative costs. The California Judicial Council anticipates executing subaward agreements with state courts to expand and enhance collaborative courts as described below.

The Judicial Council proposes to implement a statewide project that improves compliance with Proposition 63 and both expands and enhances collaborative courts by providing funding, training and technical assistance. This project will also entail conducting an operations review on the executions of relinquishment orders, warrants and records management, and physical custody and retention of relinquished firearms. That operations review will focus on identifying implementation challenges and effective practices with the goal of developing model procedures that will assist courts in facilitating relinquishment orders. Such model procedures might include MOUs between courts and law enforcement or best methods and types of relinquishments for affected parties, among others. The majority of the requested funding will be allocated to select collaborative courts through a proposal submission and review process. Funding allocations will be tied to the number of local collaborative court programs involved as well as the courts' demonstrated ability to adhere to program requirements including incorporating gun safety measures into programming, submitting timely data and using sound financial practices.

The program will be coordinated by team of Judicial Council staff in the agency's Criminal Justice Services (CJS) office. Staff will spend the remainder of the first federal fiscal year after award preparing a request for proposals with clear requirements for mandatory program elements and

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data collection procedures. A designated panel of subject matter experts will review proposals and make recommendations for award to the Judicial Council's Collaborative Justice Courts Advisory Committee. After approval, staff will notify courts and prepare and enter into agreements to govern each new project. CJS staff will also partner with the BSCC and court awardees to facilitate statewide training events, site visits and quarterly grantee meetings. Topics will include legal updates related to relevant new gun laws, research review on collaborative court clients most likely to commit or become victims of gun crimes, relevant new laws updates and data sharing, analysis and visualization projects.

Less Than \$10,000 Allocation

Subject to the direction of the Crisis Intervention Advisory Board, the BSCC anticipates it will enter into an agreement with the California Judicial Council to administer the Less than \$10,000 Pass-through allocation of \$997,497. The Judicial Council will identify Superior Courts that serve California's "Less-than-\$10,000 jurisdictions," and encourage them to apply for funding so that at least one awardee represents these localities and meets the pass-through requirements. Because California is varied in terms of county size with differing population counts, it is anticipated that local Superior Courts that service the Less-Than-\$10,000 jurisdictions will benefit from the additional funding. Any courts that apply will be supported as appropriate to either expand and enhance a collaborative court and/or focuses on developing local policies and procedures to remediate issues related to gun violence, relinquishment, or bans including ammunition and lethal weapon buybacks.

Local Pass-Through Allocation

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Subject to the direction of the Crisis Intervention Advisory Board, the BSCC intends to subaward \$10,694,933 of the total SCIP award to units of local government to fund program activities including, but not limited to, law enforcement programs to safely secure, store, track, and return relinquished guns, behavioral health deflection programs for those at risk to themselves or others, and programs that support collaborative court processes as discussed above.

The BSCC will seek specific approval from the Bureau of Justice Assistance prior to making any subawards.

C. Capabilities and Competencies

The BSCC has significant experience in successfully administering a wide range of public safety, re-entry, violence reduction, and rehabilitative grants to state and local governments and community-based organizations, including federally funded awards.

The Judicial Council and local Superior Courts share a long and successful history working together to plan and implement collaborative courts of all types up and down the state. California is home to over 450 collaborative courts, including adult and juvenile drug courts, dependency drug courts, mental health courts, veteran treatment courts, homeless courts and youth courts. Working together, the Judicial Council and county Superior Courts are well positioned to further expand and enhance collaborative court programs and incorporate practices that make communities safer.

The Judicial Council is also well versed in administering statewide programs that include closely monitored subawards to courts to operate programs at the local level. The Judicial Council's Criminal Justice Services Office has experience successfully administering a \$15 million allocation from 2016-2019 for the "Recidivism Reduction Fund" program which included

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expansion and enhancement of 20 collaborative courts serving thousands of Californians. The Judicial Council's efforts proposed here will also benefit from a complimentary program recently approved for one-time funding related to firearms relinquishment in the 2022 state budget. The Funding will be distributed by the Judicial Council's Center for Families, Children & the Courts as grants to the Superior Courts to support new or expanded firearm relinquishment programs, and for administration and evaluation of the programs. These programs will be conducted in conjunction with local law enforcement agencies to ensure the consistent and safe removal of firearms from individuals who become prohibited from owning or possessing firearms and ammunition pursuant to civil domestic violence or gun violence restraining orders. While this Byrne SCIP funded proposed project focuses on collaborative courts and gun relinquishment related to criminal cases, the processes developed and partnerships fostered with local law enforcement will be leveraged to benefit both efforts.

The Judicial Council collaborates regularly with both the BSCC and California Department of Justice (DOJ) on a variety of projects. Since 2016, California judges and Judicial Council staff have been supporting BSCC's Proposition 47 grantmaking process, allocating awards to localities implementing and evaluating best practices to reduce recidivism. The Judicial Council also collaborates regularly with the California DOJ's new Office of Gun Violence Prevention on approaches to reducing and preventing gun violence. Moreover, the Judicial Council will coordinate efforts and leverage resources already utilized for a parallel project on civil restraining orders and firearm relinquishment.

The Judicial Council's Collaborative Justice Courts Advisory Committee was established in 2002. It is responsible for making recommendations to the Judicial Council on criteria for identifying and evaluating collaborative justice courts and for improving the processing of cases in these

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courts, which include drug courts, domestic violence courts, youth courts, and other collaborative justice courts. The Committee will review and approve all SCIP funding allocations to the Superior Courts.

D. Data Collection Plan

In its role as the State Administering Agency, the BSCC maintains a research unit and regularly collects research and evaluation data for a variety of state and federally funded grant programs. These activities include coordinating with governmental and non-governmental subrecipients to collect and report on data for evaluation, training, and technical assistance efforts. The BSCC will collaborate with the Judicial Council and other subrecipients to collect the data necessary to submit required quarterly and semi-annual performance reports.

The Judicial Council is currently entering the third year of a US DOJ, BJA Drug Court Grant award (2020-DC-BX-0124). The project focuses on laying a foundation for improving drug court data collection statewide. So far, a workgroup of Judicial Council and local drug court staff reviewed, discussed, and agreed upon a set of core common data points to quantify program participants and record key demographics and program outcomes.

All court sub-grantees awarded under Byrne SCIP will be required to collect and report to Judicial Council staff the set of common data points, and any additional added that document firearms involvement at intake or services for those likely to commit or become victims of gun violence. All data exchanged will be de-identified and stored in secure cloud space so analytics can be run to report aggregate findings across programs.

The Judicial Council has a fully staffed data and research unit with decades of experience in collecting, cleaning, preparing, and analyzing data from local Superior Courts, including data from

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collaborative courts and other collaborative programs. This includes experience collecting and analyzing data for a high-profile, statewide \$75 million Pretrial Release Program in all 58 Superior Courts and a \$15 million Recidivism Reduction Fund Court Grant Program that funded 20 collaborative court programs and 11 pretrial programs.

Recess

**Byrne State Crisis Intervention
Program Advisory Board**

**Byrne State Crisis Intervention Program (Byrne SCIP)
Crisis Intervention Advisory Board Meeting**

Thursday, February 9, 2023 - Upon call of the Chair
(During Recess of the BSCC Board Meeting)

Public access options for this meeting include:

• **In-Person:**

2590 Venture Oaks Way, First Floor, BSCC Board Room,
Sacramento, California, 95833

Zoom: [February 9, 2023 BSCC Board Meeting](#)

- Meeting ID: **876 8195 2678**

• **Call In:** 1 669 444 9171

Agenda Items

- I. Call Meeting to Order
- II. Welcome and Introductions
- III. Overview on the Byrne State Crisis Intervention Program
 - BSCC Presentation
 - Judicial Council of California Presentation
- IV. Review of the Byrne SCIP Program Plan and Budget
- V. Public Comment
- VI. Adjourn

Note: *Agenda items may be taken out of order.*

Please contact Field Representative Ian Silva at (916) 597-4625 or Ian.Silva@bscc.ca.gov for additional information about this notice, to submit written material regarding an agenda item or to request special accommodations for persons with disabilities. This agenda and additional information about the Board of State and Community Corrections may be found on our website at www.bscc.ca.gov.

Agenda Item F

DATE: February 9, 2023 **AGENDA ITEM:** F

TO: BSCC Chair and Members

FROM: Allison Ganter, Deputy Director, allison.ganter@bscc.ca.gov

SUBJECT: Adult Title 15 Regulations: Final Approval of Proposed Regulations for Submission to Office of Administrative Law: **Requesting Approval**

Summary

BSCC staff is requesting Board approval of modified text for sections 1030 (suicide prevention program) and 1065 (exercise and recreation) of the Title 15 Regulations for Adult Local Detention Facilities (Cal. Code Regs., tit. 15, §§ 1000-1280). BSCC staff initiated the required 15-day public comment period on December 23, 2022, after the Office of Administrative Law requested clarifying language in the two regulations.

Background

The Board is required to review minimum standards for local detention facilities biennially and make appropriate revisions pursuant to Penal Code section 6030, subdivision (a). At its April 11, 2019, meeting, the Board directed staff to begin the adult Titles 15 and 24 regulations review and revision process. A detailed timeline of the ESC process and all available material is located at: <https://www.bscc.ca.gov/adult-titles-15-and-24-regulations-revision/>

The Board approved proposed changes to the Title 15 Regulations for Adult Local Detention Facilities (Cal. Code Regs., tit. 15, §§ 1000-1280) on November 18, 2021, and directed staff to begin the rulemaking process for adoption and implementation. After two public comment periods in accordance with Office of Administrative Law (OAL) requirements, final rulemaking documents were submitted to the OAL on October 5, 2022.

During its review, the OAL approved BSCC's proposed regulations for an effective date of January 1, 2023, except for sections 1030, Suicide Prevention Program and 1065, Exercise and Recreation. OAL informed BSCC staff that the proposed text of sections 1030 and 1065 did not meet the clarity standard of Administrative Procedures Act (Gov. Code, § 11340 et seq.) and required additional modifications. BSCC staff drafted modified text to include feedback from OAL staff to ensure that the proposed regulations can be correctly interpreted.

BSCC staff published this modified text for a second 15-day comment period from December 23, 2022 through January 8, 2023. Several comments on the proposed action were received, and BSCC staff responded to those comments in the final statement of reasons (attached). With the Board's approval, BSCC staff will resubmit those sections for adoption with an estimated effective date of April 1, 2023.

Recommendation/Action Needed

1. Approve the modifications to text of proposed regulations in Attachment F-1.
2. Approve the final rulemaking package.
3. Direct staff to submit the final rulemaking package to the Office of Administrative Law including the modified text of the proposed regulations, final proposed regulations, final statement of reasons, and any other final rulemaking documents required by the Administrative Procedures Act.

Attachments

- F-1: Modified Text of the Proposed Regulations
- F-2: Final Proposed Adult Title 15 Regulations Revisions
- F-3: Adult Title 15 Final Statement of Reasons

Attachment F-1

15 DAY MODIFICATIONS
BOARD OF STATE AND COMMUNITY CORRECTIONS MINIMUM STANDARDS
FOR LOCAL DETENTION FACILITIES TITLE 15, DIVISION 1, CHAPTER 1,
SUBCHAPTER 4

The BSCC has illustrated changes to the original text in the following manner:

Regulation originally proposed is underlined; deletions are shown in ~~strikeout~~

Additions to the language originally proposed are triple-underlined; deletions are shown in ~~triple-strikeout~~

§ 1030. Suicide Prevention Program.

The facility shall have a comprehensive written suicide prevention program developed by the facility administrator or designee, in conjunction with the health authority and mental health director, to identify, monitor, and provide treatment to those inmates incarcerated persons who present a suicide risk. The program shall ~~consider national best practices and~~ include the following:

- (a) Annual ~~S~~suicide prevention training for all staff that have direct contact with inmates custodial personnel.
- (b) Intake screening for suicide risk immediately upon intake and prior to housing assignment.
- (c) Suicide prevention screening ~~Screening~~ during special situations, including placement in restrictive housing, following a hearing, and after a transfer or change in classification.
- (e)(d) Provisions facilitating communication among arresting/transporting officers, facility staff, court staff, medical and mental health personnel in relation to suicide risk.
- (d)(e) Housing recommendations for inmates people at risk of suicide that balance safety and environment. The least restrictive environment should be considered.
- (e)(f) Supervision depending on level of suicide risk.
- (f)(g) Suicide attempt and suicide intervention policies and procedures.
- (g)(h) Provisions for reporting suicides and suicides attempts.
- (i) Multi-disciplinary administrative review of suicides and attempted suicides as defined by the facility administrator, including the development of a corrective action plan to address deficiencies identified in the administrative review.
- (j) Provisions for follow up care as needed.
- (h)(k) Plan for mental health consultation following return from court as determined by the mental health director. ~~needed.~~

Note: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1065. Exercise and RecreationOut of Cell Time.

(a) The facility administrator of a Type II or III facility shall develop written policies and procedures for a minimum of 10 hours of out of cell time distributed over a period of seven days to include:

- (1) an exercise and recreation program, in an area designed for recreation exercise, which will allow a minimum of an opportunity for three hours of exercise distributed over a period of seven days. Such regulations as are reasonable and necessary to protect the facility's security and the inmates' welfare shall be included in such a program. In Type IV facilities, such a program can be either in-house or provided through access to the community. and
- (2) a recreation program, which will allow an opportunity for seven hours of recreation. out of cell time distributed over a period of seven days.

Policies should shall include reasonable and necessary procedures to ensure safety and security.

(b) The facility administrator of a Type I facility shall make table games, and/or television, or both, available to inmates incarcerated people.

Note: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

Attachment F-2

**BOARD OF STATE AND COMMUNITY CORRECTIONS
MINIMUM STANDARDS FOR LOCAL DETENTION FACILITIES
TITLE 15, DIVISION 1, CHAPTER 1, SUBCHAPTER 4**

FINAL REGULATION TEXT

§ 1030. Suicide Prevention Program.

The facility shall have a comprehensive written suicide prevention program developed by the facility administrator or designee, in conjunction with the health authority and mental health director, to identify, monitor, and provide treatment to those ~~inmates~~incarcerated persons who present a suicide risk. The program shall include the following:

- (a) Annual ~~S~~suicide prevention training for all staff ~~that have direct contact with inmates~~custodial personnel.
- (b) Intake screening for suicide risk immediately upon intake and prior to housing assignment.
- (c) Suicide prevention screening during special situations, including placement in restrictive housing, following a hearing, and after a transfer or change in classification.
- ~~(e)~~(d) Provisions facilitating communication among arresting/transporting officers, facility staff, court staff, medical and mental health personnel in relation to suicide risk.
- ~~(d)~~(e) Housing recommendations for inmates~~people~~ at risk of suicide that balance safety and environment. The least restrictive environment should be considered.
- ~~(e)~~(f) Supervision depending on level of suicide risk.
- ~~(f)~~(g) Suicide attempt and suicide intervention policies and procedures.
- ~~(g)~~(h) Provisions for reporting suicides and suicides attempts.
- (i) Multi-disciplinary administrative review of suicides and attempted suicides as defined by the facility administrator, including the development of a corrective action plan to address deficiencies identified in the administrative review.
- (j) Provisions for follow up care as needed.
- ~~(h)~~(k) Plan for mental health consultation following return from court as determined by the mental health director.

Note: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1065. Exercise and RecreationOut of Cell Time.

(a) The facility administrator of a Type II or III facility shall develop written policies and procedures for a minimum of 10 hours of out of cell time distributed over a period of seven days to include:

- (1) ~~an exercise and recreation program, in an area designed for recreation, which will allow a minimum of an opportunity for three hours of exercise distributed over a period of seven days. Such regulations as are reasonable and necessary to protect the facility's security and the inmates' welfare shall be included in such a~~

~~program. In Type IV facilities, such a program can be either in-house or provided through access to the community. and~~
(2) an opportunity for seven hours of recreation.

Policies shall include reasonable and necessary procedures to ensure safety and security.

(b) The facility administrator of a Type I facility shall make table games, ~~and/or television,~~
or both, available to ~~inmates~~incarcerated people.

Note: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

Attachment F-3

**BOARD OF STATE AND COMMUNITY CORRECTIONS MINIMUM STANDARDS
FOR LOCAL DETENTION FACILITIES TITLE 15, DIVISION 1, CHAPTER 1,
SUBCHAPTER 4**

UPDATED FINAL STATEMENT OF REASONS

UPDATE TO FINAL STATEMENT OF REASONS

Sections 1030 and 1065 were initially noticed to the public for a 45-day public comment period on March 4, 2022 and submitted to the Office of Administrative Law (OAL) for publishing in the California Code of Regulations on October 5, 2022. The OAL disapproved of the proposed changes to sections 1030 and 1065, which were withdrawn from the file to be modified and noticed for a 15-day public comment period on December 23, 2022.

The BSCC modified the original proposed language to ensure clarity in the interpretation of requirements and to meet the Administrative Procedures Act clarity standard for regulations.

ALTERNATIVES DETERMINATION

Pursuant to Government Code section 11346.9, subdivision (a)(4), the BSCC has determined that no reasonable alternative it considered or that has otherwise been identified and brought to its attention would be more effective in carrying out the purpose for which the regulation is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

The 45-day written comment period began March 4, 2022 and ended April 18, 2022; a public hearing was held on May 2, 2022, from 4 p.m. to 6 p.m. via Zoom online meeting. Public comments received during the 45-day comment period and at the public hearing are addressed in the incorporated rulemaking file.

The written comment period during the notice of modifications to text of proposed regulations began December 23, 2022 and ended January 8, 2023. BSCC received and considered the comments summarized below during this period. No other alternatives

were considered, identified, or brought to the Board's attention that would be more effective in carrying out the purpose for which the regulation is proposed.

SUMMARY AND RESPONSE TO COMMENTS RECEIVED DURING THE 15-DAY COMMENT PERIOD

Commenter #1:

**Melissa Camacho, Senior Staff Attorney
ACLU of Southern California
Received via email January 4, 2023**

Summary of Comment:

Regarding section 1065, the modifications proposed would require that all 10 hours of exercise and recreation time be distributed over a period of seven days. Therefore, the proposed changes can be read to require only a single day of exercise for a minimum of three hours, as long as recreation time is distributed over seven days. I recommend the following language: (a) The facility administrator of a Type II or III facility shall develop written policies and procedures for a minimum of 10 hours of out of cell time to include: (1) An opportunity for three hours of exercise distributed over a period of seven days and (2) An opportunity for seven hours of recreation distributed over a period of seven days.

BSCC Response:

The intent of section 1065 is to provide minimum standards for exercise and out of cell time in adult local detention facilities. Modifications to the regulation were explicitly made to clarify the requirement of time distribution and to ensure flexibility in facility operations. Changes clarify that a minimum of ten hours of out of cell time is required to be distributed over seven days and includes, at minimum, an opportunity for three hours of exercise and an opportunity for seven hours of recreation. Modifications proposed are in response to the Office of Administrative Law's (OAL) disapproval of section 1065 that the initially proposed language did not meet the clarity standard of the Administrative Procedures Act. BSCC collaborated with OAL on the modified language to ensure interpretation of the regulation was in line with BSCC's intent that the ten hours be distributed over seven

days and that those distributed hours include three hours of exercise and seven hours of recreation.

There will be no modifications made to the proposed text.

Commenter #2:

Yolanda Huang, Esq.

Received via email January 8, 2023

Summary of Comment:

The notice of modifications to proposed text to section 1030 and 1065 was sent out on Friday, December 23, 2022, which made it difficult to respond given the holiday season, long weekend, severe weather condition and Southwest Airline incident, I am requesting that the BSCC repost the notice and extend the public comment period.

The Legislative Analyst Office report published in February 2021 noted issues, failures and weakness in the standards and inspection programs that the BSCC should address as an agency. The report recommends the promotion of legal, humane, and safe conditions for youth, inmates, and staff in local detention facilities; maintenance of standards, facilitation of transparency and accountability, promotion of equitable provision and safe conditions, provision of technical assistance to facilitate systemic improvement in detention conditions, and balanced Board membership. The LAO report makes further recommendation for the BSCC to develop a detailed plan to align the inspection program with proposed mission and goals, outline how inspection standards will be revised, have high-quality, risk-based inspection strategies and more targeted inspections, set benchmarks to ensure inspection transparency, guidance on how to interpret the standards, quality assurance process, outline how the BSCC will improve the quality of its reporting, consider long term and more complex technical assistance.

Research has shown that excessive lock down, solitary confinement, denial of human contact, and enforced idleness contribute to deteriorating mental health of inmates. The public has expressed that the suicide rates in local jails are not acceptable. What investigation, research and assessment has the BSCC made to evaluate how much out of cell time, with access to large muscle group exercise and movement, is necessary and appropriate. Why is it just limited to 10 hours a week of out of cell time, which translates to 22.5 hours of lock down that could cause mental health deterioration. The proposed regulation of 10 hours a week out of cell time, that includes three hours week of exercise opportunity, is inadequate and insufficient.

BSCC's proposed text in Title 15 does not make outdoor recreation accessible while the language of Title 24 requires it. Jails routinely deny inmates access to sunlight which cause a myriad of serious health conditions and cognitive health dysfunctions. Three hours a week of exercise opportunity is insufficient. BSCC needs to hold hearings and

hear from parties other than corrections how much out of cell time is considered adequate and necessary to maintain human health.

BSCC Response:

BSCC will respond to comments relevant to sections 1030 and 1065.

The modifications to section 1065 were made to address clarity issues OAL identified in the initially proposed language. During the regulation revision process, BSCC held multiple workgroups made up of subject-matter experts, reviewed comments and supporting documents submitted by members of the public as well as facility staff, formerly incarcerated people, and justice-involved persons. BSCC's regulations provide minimum standards and are not intended to limit facilities' ability to provide additional out of cell time.

The modified language specifically states the 10 hours of out of cell time is a "minimum" requirement. BSCC modified the text to remove additional unnecessary language, which OAL found unclear, with the goal of making the requirements of ten hours of out of cell time, to include recreation and exercise time, distributed over a period of seven days easier to understand.

There will be no modifications made to the proposed text.

Commenter #3:

Dianne Golding/Lam

Received via email January 8, 2023

Summary of Comment:

Fresh healthy food is a good start. Outdoor time in chain-link overlay is depressing. Increase time outside of cell and provide treatment for mental illness.

BSCC Response:

BSCC will respond to comments relevant to sections 1030 and 1065.

The existing regulatory language in section 1065(a) states that "[...] facility shall develop written policies and procedures for an exercise and recreation program, in an area designed for recreation, which will allow a minimum of three hours of exercise distributed over a period of seven days." The proposed modification to the text will effectively require facilities to increase the minimum overall out of cell time, exercise and recreation included, from three hours to ten hours. The intent of this change in section 1065 is to ensure that incarcerated people are given the opportunity for adequate time out of their cells.

Local detention facilities' policies and procedures will address how the exercise time and recreation program are to be conducted to meet the minimum standards of section 1065.

There will be no modifications made to the proposed text.

Commenter #4:

Alison Monroe

FASMI (Families Advocating for the Seriously Mentally Ill)

Received via email January 8, 2023

Summary of Comment:

I have a family member with mental health condition who has been in the Santa Rita Jail. I am a member of Families Advocating for the Seriously Mentally Ill (FASMI). About a third of incarcerated people with mental illness belong in mental hospitals, and they should not be in jails. If they must be jailed, they should be treated humanely with more than two hours out of cell time every day and outdoor recreation, protected from suicide and punishment, or being locked up alone. I wish there were more opportunities to comment on the regulations and that the BSCC was a stronger state agency that was more responsive to incarcerated people and their family members.

BSCC Response:

The modifications in section 1065 were made to address clarity issues OAL identified in the initially proposed language which required a minimum of ten hours of out of cell time over a period of seven days; this was increased from three hours. These regulation requirements are minimum; they do not restrict a facility's ability to exceed standards and provide more than ten hours of out of cell time a week.

BSCC has complied with the APA rules and requirements by providing multiple opportunities for the public and communities to participate in the rulemaking activities during 2022 and 2023, as well as the regulations revision process which occurred

between 2019 and 2022. Please refer to the timeline and updates posted on our website at <https://www.bscc.ca.gov/adult-titles-15-and-24-regulations-revision/>.

The modification to the proposed text is intended to address OAL's request regarding clarity issues, and it is not intended to reduce the "minimum" ten hours of out of cells time initially proposed.

There will be no modifications made to the proposed text.

Commenter #5:
Melanie Klinkamon
Received via email January 8, 2023

Summary of Comment:

Regarding section 1030, develop regulations that represent interests of prisoners and their family members, monitor ADA rights specific to severe mental illness to provide meaningful rehabilitation, investigate and publish reports of the causes of jail suicides, and require staff training of severe mental illness experiences so they can recognize suicidal triggers and intervene.

Regarding section 1065, require more than just a few hours a week for outside cell time and develop more regulations for outdoor recreation or space to facilitate positive outcomes.

BSCC Response:

Section 1030 outlines minimum requirements for facilities to have a suicide prevention program in place to identify, monitor, and provide treatment to incarcerated persons who present a suicide risk. National Commission on Correctional Health Care standards, which are considered national best practices, were reviewed, and referred to when revising this regulation. The suicide prevention program is required to include annual suicide prevention training for all custodial staff and screening for suicide risk of all incarcerated persons. Further, it requires provisions for reporting suicides and suicide attempts. The BSCC does not have authority to investigate suicides or require suicide reports to be published.

Section 1065 provides minimum standards for out of cell time while ensuring flexibility in facility operations; they are not intended to limit a facility's ability to provide more than ten hours of out of cell time over a period of seven days. Modifications include increasing out of cell time from a minimum of three hours to a minimum of 10 hours distributed over

seven days and includes, at minimum, an opportunity for three hours of exercise and an opportunity for seven hours of recreation.

There will be no modifications made to the proposed text.

Commenter #6:

Nurit B.

Received via email January 8, 2023

Summary of Comment:

Regarding section 1030, jails need enforceable, specific standards for suicide prevention and the BSCC should enforce them. BSCC should investigate the causes of suicide in jail, why we have so many jail suicides, and mandate that county jail prisoners, especially those who are pretrial, not be punished, or held in solitary confinement or isolation.

Regarding section 1065, require jails to give prisoners more than ten hours a week outside their cells, provide access to outdoor recreation and sunshine, and have outdoor recreation space as required by Title 24.

BSCC Response:

BSCC conducts biennial and targeted inspections of all facilities to assess compliance with all applicable standards and requirements in Title 15 and Title 24 for Minimum Standards for Local Detention Facilities, including section 1030 Suicide Prevention Program. While BSCC has the authority to inspect facilities, it does not have authority to conduct enforcement activities, or investigate deaths in custody.

Section 1065 provides minimum standards for out of cell time while ensuring flexibility in facility operations; they are not intended to limit a facility's ability to provide more than ten hours of out of cell time over a period of seven days. The title of section 1065 has been amended from "Exercise and Recreation" to "Exercise and Out of Cell Time" to address the need to separate and redefine time for exercise and recreation, and to specify that such time provided needs be outside of a person's cell or sleeping area. The out of cell time requirement is not intended to define that the incarcerated person be in a specific area and the definition of "out of cell time" clarifies that this time is to be spent outside of sleeping areas or cells, where individuals have the opportunity to exercise or participate in recreation.

There will be no modifications made to the proposed text.

ALTERNATIVES THAT WOULD LESSEN THE ADVERSE ECONOMIC IMPACT ON SMALL BUSINESS

There have been no updates to the original Economic Impact Analysis published in the Notice of Proposed Action on March 4, 2022. No alternatives were proposed to the BSCC that would lessen any adverse economic impact on small business.

Agenda Item G

MEETING DATE: February 9, 2023

AGENDA ITEM: G

TO: BSCC Chair and Members

FROM: Allison Ganter, Deputy Director, allison.ganter@bscc.ca.gov

SUBJECT: Local Detention Facilities Inspection Update: **Information Only**

Summary

This report is a regular update on the local detention facility inspections completed in the 2020/2022 Biennial Inspection Cycle, a summary of current outstanding items of noncompliance for biennial inspections, and a summary of current outstanding items of noncompliance for targeted inspections.

Background

The 2020/2022 Biennial Inspection Cycle began on July 1, 2020 and concluded on December 31, 2022. This inspection cycle included the implementation of the Enhanced Inspection Process (EIP), as approved by the Board at its February 2020 meeting.

All inspections for the 2020/2022 Biennial Inspection Cycle have been completed. BSCC staff continue to track the corrective action plan status of items of noncompliance identified during inspections. The list of outstanding items of noncompliance, and their statuses is here: <https://app.smartsheet.com/b/publish?EQBCT=721da257110c4f80bd92d8215c165fe1>
Items of noncompliance that have been resolved are located at the bottom of the dashboard.

The list of items of noncompliance for juvenile detention facilities is located here: <https://app.smartsheet.com/b/publish?EQBCT=aafefb79b5d446b984d16a013d541c0d>

Information related to other outstanding items of noncompliance has been updated as appropriate. There are no current items of noncompliance coded red, and the staff is not recommending any other formal action be taken at this time. In the case of yellow- and grey-coded items, staff remains in continuous contact with agency administrators to provide technical assistance.

Recommendation/Action Needed

Information only.

Attachments

G-1: Outstanding Items of noncompliance: [ADULT](#) | [JUVENILE](#)

Written Public Comments

BONAFIDE SISTERHOOD INC.

1023 West 2nd Street

Antioch, CA 94509

PH: 800-377-0190

www.bonafidesisterhood.org



TONYIA CARTER

Executive Director

tcarter@bonafidesisterhood.org

*Focusing on **REDIRECTING, REBUILDING, and PREVENTING** gang and gun violence.*

February 3, 2023

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

Re: Concerns about CalVIP contracting process not aligning with BSCC approved awards

Members of the BSCC:

I am the Executive Director of Bonafide Sisterhood, a community-led organization in Antioch, CA. We were part of a CalVIP grant application under the City of Antioch that was recently awarded in Cohort 4. The name, expertise, and credibility of our organization was named throughout the application, and our role was confirmed in a letter of partnership we signed on behalf of the grant. The City of Antioch's awarded proposal relied heavily on our involvement in it. And yet, since the awarding of the grant, the City of Antioch has informed us that they no longer intend to subcontract with Bonafide Sisterhood.

I reached out to CalVIP administrator Katrina Jackson, who informed me that the City of Antioch as the lead organization funded had no obligation to subcontract with us. Again, we are a Black-led community organization with roots in the community and with the population most involved in violence in our community. I believe that the Executive Steering Committee was misled by the City of Antioch, whose proposal was approved largely because of the partnership they described with us in their proposal.

How many other community groups in California have had their name and reputation exploited by a city government to acquire CalVIP funds that they never shared with those partners?

This is deeply concerning, and very wrong. I am raising this issue to the BSCC and the CalVIP Executive Steering Committee not just to make it right in our case, but to make sure that other grassroots organizations, doing this difficult and dangerous work out in our streets, are not being cut out of the funding we need and that the State of California intended us to receive without approval by the BSCC.

Sincerely,

Tonyia Carter
Executive Director

CC: CalVIP Executive Steering Committee members and Antioch City Councilmember Tamisha Walker-Torres

BONAFIDE SISTERHOOD INC is a 501(c)3 Nonprofit Organization under Tax ID# 84-5050904.



February 7th, 2023

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

SENT VIA EMAIL TO: linda.penner@bscc.ca.gov, kathleen.howard@bscc.ca.gov
Cc: jessica.devencenzi@gov.ca.gov

Dear Members of the Board of State and Community Corrections,

We write to request that the BSCC increase oversight of the Riverside County Sheriff's Department (RSD) in the face of its failure to protect incarcerated individuals. In 2022, 18 individuals died while incarcerated in Riverside County jails, the highest number for the County in the last 15 years. By comparison, San Diego County had 19 in-custody deaths in 2022, despite an average daily jail population of 500 more people than Riverside County. Impacted families and local organizations have called attention to the high number of deaths. However, RSD continuously refuses to take accountability for these lost lives. The department fails to meet basic standards of transparency and reporting. We urge the BSCC to provide immediate and necessary oversight of the Riverside County Jail System.

Drugs and fentanyl are entering the county jail system.

Of the eighteen deaths in Riverside County custody in 2022, five have been attributed to fentanyl overdoses. Although the county spends hundreds of millions of dollars¹ on "drug detection" technologies, many drugs (often laced with fentanyl) are still being snuck into the five county jails. Correctional officers continue to bring drugs in without consequence. Meanwhile, officials mistakenly blame families² and incarcerated people for drugs getting inside. Correctional staff subject families to intensive screening in order to see their loved ones. In 2022,

¹ Joe Nelson, "[California jails are trying to keep fentanyl out, but inmates are still dying.](#)" Mercury News, September 2022. "Bianco said the county has spent millions of dollars on technology designed to detect any prohibited items that an inmate is trying to sneak into the jails."

² Ibid. "There are inmates that purposely get arrested just to smuggle drugs into jail. It is either for money, money on the outside, money or favor on the inside," Bianco said. "It's part of that culture of power inside the jails, and drugs are a part of it."

RSD saw hundreds of overdoses across its five facilities, and this problem will continue if no changes are made.

RSD inadequate emergency response fails to prevent deaths.

Riverside County should not have allowed eighteen individuals to die in custody in just one year. This failure raises serious concerns about the department's emergency response and safety protocols. Riverside county's jail system fails to provide incarcerated individuals with adequate care and safety. The BSCC must focus on RSD's failures to meet California's Adult Titles 15 and 24 Regulations for safety checks and emergency responses.

RSD limits access to adequate medical and mental health care, which may cause preventable deaths

Riverside County jails have a long term and documented systemic issue with providing humane and adequate medical and mental health care. In 2013, Prison Law Office entered into a consent decree with the County (*Gray v Riverside*)³, which was intended to provide ongoing oversight from the county on these issues. However, the annual number of deaths in Riverside custody has only increased in recent years, with 2020 being the second deadliest year for people held in Riverside County custody deaths, behind 2022. Community-based organizations like Starting Over, Inc. are still getting reports of people in Riverside custody not receiving the medical and mental health care they need. Some people inside report that RSD gives them insulin inconsistently or in incorrect doses, putting them at risk of suffering a diabetic coma. RSD does not give people breathing machines and they have suffered strokes. When one incarcerated person requested mental health care, he was given puzzle books as treatment. This degree of medical neglect may be leading to preventable suicides and other deaths that the Coroner is labeling as “naturally” occurring.

RSD fails to provide thorough information about deaths in custody to families or DOJ

Several of the families of those who died in custody last year were notified days⁴ after their loved one passed away; some were in the dark about their loved ones' death for as long as 6 days after their passing.⁵ Others have still not received the toxicology reports from the Coroner. While the Department claims that these deaths were caused by overdoses, many families have yet to see the evidence of this cause of death. In addition, the Coroner's office is overseen by the Sheriff, meaning community members can't trust the objectivity of the in-custody death reviews

³ Prison Law Office, "[Gray V. Riverside.](#)"

⁴ Christopher Damien, "[ACLU joins calls for outside investigation of deaths in Riverside County jails.](#)" Desert Sun, September 21, 2022. "Matus and Hugo Solis, the brother of a man who died in jail on Sept. 3, both were not notified by the department until about a week after their respective relatives died."

⁵ Ibid. "Becky Shorty's son, Abel Chacon, died last month at the county's jail in Murrieta, where more than half of this year's deaths have occurred. Shorty is troubled by the lack of information she has been provided by the department about the circumstances surrounding her son's death. 'We still don't know the cause of his death and we already buried him,' Shorty said. 'I'm angry, I'm mad. We still don't have answers. Why do we have to wait?'"

conducted by the Coroner. Families are not the only ones in the dark about their loved ones passing; the Riverside Sheriff's Department has delayed and withheld proper notification about in-custody deaths⁶ to the California Department of Justice, as is required per CA Government Code 12525. Furthermore, the information that was reported also classified deceased individuals as "sentenced"⁷ when the vast majority of the 18 individuals who died in custody were awaiting trial. In 2022, 89% of people in Riverside County custody were pre-trial⁸ and legally innocent.

The BSCC Must Take Action to Provide Oversight of Riverside County Jails

Unfortunately, this is not the first time that Riverside County jails have been under scrutiny. RSD has a long track record of rampant abuse and inhumane conditions inside their jail facilities. In 2013, the Prison Law Office sued RSD for the abysmal conditions and lack of access to medical and mental health care in their jails. As part of the settlement agreement, RSD was forced to implement changes to ensure proper access to healthcare. In 2020, the Prison Law Office filed a motion⁹ to reopen their case due to negligence by RSD to protect incarcerated people from COVID-19. In 2021, the ACLU and Starting Over Inc. sent a request for an investigation¹⁰ to the California Department of Justice highlighting RSD's mismanagement of the jails and their department. Civilian Grand Jury investigations across the years have also urged for changes to RSD operations by providing a series of recommendations that the county largely failed to implement. In sum, we write to BSCC after exhausting all other routes to obtain basic standards of accountability and humane treatment for incarcerated people in Riverside County.

The BSCC is the agency responsible for ensuring that jail conditions are safe and humane for our community members inside local facilities. It is therefore this agency's responsibility to hold RSD accountable for the lives lost in their custody and to ensure that preventative measures are put in place. We ask the BSCC to take the following steps:

1. The BSCC must work with impacted families and individuals inside to conduct thorough unannounced facilities inspections and a review of RSD's policies that are systematically endangering the lives of incarcerated people. This should be done in a fashion that ensures participating families and individuals are protected from potential retaliation from RSD staff, which is a recurring concern for impacted community members.

⁶ Christopher Damien, "[Riverside sheriff failed to report inmate deaths to state on time; names of dead made public](#)," Desert Sun, September 16, 2022. "Given the 10-day reporting requirement, the second May 26 death was about six weeks overdue and a death on June 20 was about three weeks overdue. A July 11 death was reported right at the legal deadline."

⁷ Ibid. "Beyond reporting the deaths late, the sheriff's department gave inaccurate information to the Department of Justice, saying 12 of the 13 had been sentenced in their cases at the time they died. In fact, none had. Vasquez, who was 20 years old, had been in jail a mere six days, and all the others were waiting for trial."

⁸ Board of State and Community Corrections, "[Board of State and Community Corrections Jail Profile Survey Through Q3 2022](#)," Page 70, December 2022.

⁹ Prison Law Office, "[People Incarcerated in Riverside County Jails Seek Federal Court Action to Address COVID-19](#)," April 2020.

¹⁰ ACLU of Southern California, "[Request for an Investigation into Riverside County Sheriff's Department](#)," September 16th, 2021.

- a. The inspection team must assess how drugs are entering Riverside facilities and ensure that RSD staff are held to the same level of scrutiny for bringing in contraband as visitors and incarcerated people.
 - b. The inspection team must assess the Department on the following criteria:
 - i. Frequency and thoroughness of safety checks.
 - ii. Existence of and adherence to protocol for fixing a broken emergency call button in a cell.
 - iii. Average response time when an emergency button is pressed.
 - iv. Existence of and adherence to trainings in Narcan administration and other emergency response techniques.
 - v. Existence of and adherence to protocols for regular distribution of necessary medications and treatments to ensure the wellbeing of incarcerated people.
2. The BSCC must examine Riverside County's in-custody death reviews and notification protocols to assess whether they meet the BSCC's minimum standards and other legal requirements.
 3. The BSCC must withhold future funding from RSD until a correction plan has been implemented. Departments demonstrating a lack of concern for the wellbeing of those in their custody should not continue to receive funding from this agency until corrective action is taken.

Sincerely,

Starting Over Inc.
Riverside All of Us or None
ACLU Southern California



For additional information about this notice, agenda, to request notice of public meetings, to submit written material regarding an agenda item, or to request special accommodations for persons with disabilities, please contact:

Adam.Lwin@bscc.ca.gov or call (916) 324-2626

For general information about the BSCC:

visit www.bscc.ca.gov, call (916) 445-5073 or write to:
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CONTACT US

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Board of State and Community Corrections
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California Governor
Gavin Newsom

