

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 937- 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

LAKE COUNTY**2. The term of this Agreement is:**

START DATE

OCTOBER 1, 2020

THROUGH END DATE

MARCH 31, 2024**3. The maximum amount of this Agreement is:****\$996,173.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

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

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

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

LAKE COUNTY

CONTRACTOR BUSINESS ADDRESS

255 N Forbes St.

CITY

Lakeport

STATE

CA

ZIP

95453

PRINTED NAME OF PERSON SIGNING

Carol J. Huchingson

TITLE

County Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

EXHIBIT A: SCOPE OF WORK

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

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

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Fiscal Year 2019-20 State Budget includes funding in the amount of \$24.7 million for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program, to be administered by the BSCC.

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

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

3. PROJECT OFFICIALS

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

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

Authorized Officer with legal authority to sign:

Name: Carol J. Huchingson
Title: County Administrative Officer
Address: 255 N Forbes St. Lakeport, CA 95453
Phone: (707) 263-2580

Designated Financial Officer authorized to receive warrants:

Name: Stephen Carter
Title: Deputy County Admin Officer
Address: 255 N Forbes St. Lakeport, CA 95453
Phone: (707) 263-2580
Email: stephen.carter@lakecountyca.gov

Project Director authorized to administer the project:

Name: Susan Parker
Title: Assistant County Admin Officer
Address: 255 N Forbes St. Lakeport, CA 95453
Phone: (707) 263-2580
Email: susan.parker@lakecountyca.gov

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

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

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION

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

5. REPORTING REQUIREMENTS

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

Quarterly Progress Report Periods

1. October 1, 2020 to December 31, 2020
2. January 1, 2021 to March 31, 2021
3. April 1, 2021 to June 30, 2021
4. July 1, 2021 to September 30, 2021
5. October 1, 2021 to December 31, 2021
6. January 1, 2022 to March 31, 2022
7. April 1, 2022 to June 30, 2022
8. July 1, 2022 to September 30, 2022
9. October 1, 2022 to December 31, 2022
10. January 1, 2023 to March 31, 2023
11. April 1, 2023 to June 30, 2023
12. July 1, 2023 to September 30, 2023

Due no later than:

- February 15, 2021
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
November 15, 2023

Note: Project activity period ends September 30, 2023. The period of October 1, 2023 to March 31, 2024 is for completion of Final Local Evaluation Report and financial audit only.

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

- February 1, 2021
March 31, 2024

C. Other

Financial Audit

Due no later than:

March 31, 2024

6. PROJECT RECORDS

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

EXHIBIT A: SCOPE OF WORK

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

7. CONFLICT OF INTEREST

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

8. FINANCIAL AUDIT

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Quarterly Invoicing Periods:

1. October 1, 2020 to December 31, 2020
2. January 1, 2021 to March 31, 2021
3. April 1, 2021 to June 30, 2021
4. July 1, 2021 to September 30, 2021
5. October 1, 2021 to December 31, 2021
6. January 1, 2022 to March 31, 2022
7. April 1, 2022 to June 30, 2022
8. July 1, 2022 to September 30, 2022
9. October 1, 2022 to December 31, 2022
10. January 1, 2023 to March 31, 2023
11. April 1, 2023 to June 30, 2023
12. July 1, 2023 to September 30, 2023

Due no later than:

- February 15, 2021
May 15, 2021
August 15, 2021
November 15, 2021
February 15, 2022
May 15, 2022
August 15, 2022
November 15, 2022
January 15, 2023
May 15, 2023
August 15, 2023
November 15, 2023

Final Invoicing Periods:

13. October 1, 2023 to December 31, 2023
14. January 1, 2024 to March 31, 2024

Due no later than:

- February 15, 2024
May 15, 2024

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on invoices 13 and 14.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project period, September 30, 2023, and included on the invoice due November 15, 2023. Project expenditures incurred after September 30, 2023 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by March 31, 2024. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of October 1, 2023 to March 31, 2024 must be submitted during the Final Invoicing Periods, with the final invoice due on May 15, 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 due no later than May 15, 2024.
- D. The financial audit is due to BSCC by March 31, 2024. Expenditures incurred solely for the completion of the financial audit during the period of October 1, 2023 to March 31, 2024 must be submitted during the Final Invoicing Periods, with the final invoice due on May 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice due no later than May 15, 2024.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

2. GRANT AMOUNT AND LIMITATION

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

3. BUDGET CONTINGENCY CLAUSE.

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15th of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3). The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding made available to the BSCC pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3)(C).
- B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals, 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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

7. PROJECT BUDGET

BUDGET LINE ITEMS	GRANT FUNDS
1. Salaries and Benefits	\$ 203,368
2. Services and Supplies	\$ 176,540
3. Professional Services	\$ 500,000
4. Non-Governmental Organizations (NGO) Contracts	\$
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 13,812
6. Equipment / Fixed Assets	\$ 41,380
7. Data Collection / Enhancement	\$ 1,151
8. Program Evaluation	\$ 1,918
9. Sustainability Planning	\$ 1,918
10. Other (include travel & training costs)	\$ 31,086
11. Financial Audit	\$ 25,000
TOTAL	\$996,173

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Prop 64 PH&S Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1) Books and Records

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

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (March 31, 2024). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

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

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

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment 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 Attachment 1: Prop 64 PH&S Request for Proposal/Application for Funding, or approved modifications. Changes shall not be implemented by the project until authorized in writing by the BSCC.

8. TERMINATION

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

9. SETTLEMENT OF DISPUTES

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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.

9. UNION ACTIVITIES

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

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

10. WAIVER

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

PROPOSITION 64 PUBLIC HEALTH & SAFETY GRANT PROGRAM

PROPOSAL PACKAGE* COVER SHEET

Submitted by (Name of eligible applicant):

Lake County

DATE SUBMITTED TO THE BSCC:

June 4, 2020

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

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

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

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

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

X


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

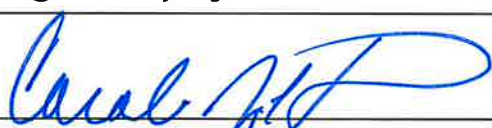
*****ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE ALLOWED PAGE LIMIT WILL NOT BE CONSIDERED*****

Proposition 64 Public Health & Safety Grant Program Applicant Information Form

A. APPLICANT: City of <Name> or <Name> County		B. TAX IDENTIFICATION NUMBER:	
NAME OF APPLICANT Lake County		TAX IDENTIFICATION # 94-6000825	
STREET ADDRESS 255 N Forbes St	CITY Lakeport	STATE CA	ZIP CODE 95453
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. PROJECT TITLE:	Cannabis Code Enforcement & Family WRAP Program		
D. PROJECT SUMMARY (100-150 words):	E. GRANT FUNDS REQUESTED:	\$ 996,173.00	
<p>The project is divided into two areas to address two major needs, the impact of cannabis and other substances can have on our youth as well the prevalence of unlawful cultivation in Lake County. First, there is the creation of a family WRAP program through the Lake County Office of Education (LCOE). This program is intended to provide youth in need with access to services for both themselves and their parents as part of a comprehensive program. Second, there is effort to expand Code Enforcement's ability to target unlawful cannabis cultivation by adding an additional officer dedicated to these efforts, along with the necessary equipment and training. These programs are designed to demonstrate the success of their efforts so that both programs can ensure future operations.</p>			
F. PROJECT PURPOSE AREA 1- YOUTH DEVELOPMENT/YOUTH PREVENTION & INTERVENTION (MANDATORY): Must be at least 10% of the amount in Section E		\$ 500,000.00	
G. PROJECT PURPOSE AREAS 2, 3, & 4 (In addition to PPA 1, check all that apply for the proposed project)			
<input type="checkbox"/> PPA 2: Public Health <input checked="" type="checkbox"/> PPA 3: Public Safety <input checked="" type="checkbox"/> PPA 4: Environmental Impact			
H. LEAD PUBLIC AGENCY:		Lake County	
I. PROJECT DIRECTOR:			
NAME Susan Parker	TITLE Assistant County Admin Officer	DEPARTMENT/AGENCY County of Lake - Administration	
STREET ADDRESS 255 N Forbes St	CITY Lakeport		
STATE CA	ZIP CODE 95453	TELEPHONE NUMBER 707-263-2580	
EMAIL ADDRESS susan.parker@lakecountyca.gov			
J. FINANCIAL OFFICER:			
NAME Stephen Carter	TITLE Deputy County Admin Officer	DEPARTMENT/AGENCY County of Lake - Administration	
STREET ADDRESS 255 N Forbes St	CITY Lakeport		
STATE CA	ZIP CODE 95453	TELEPHONE NUMBER 707-263-2580	
EMAIL ADDRESS stephen.carter@lakecountyca.gov			
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

K. DAY-TO-DAY PROGRAM CONTACT:		
NAME Patrick Sullivan	TITLE Tax Administrator	DEPARTMENT/AGENCY County of Lake - Administration
STREET ADDRESS 255 N Forbes St		CITY Lakeport
STATE CA	ZIP CODE 95453	TELEPHONE NUMBER 707-263-2580
EMAIL ADDRESS patrick.sullivan@lakecountyca.gov		

L. DAY-TO-DAY FISCAL CONTACT:		
NAME Sara Shucart	TITLE Administrative Analyst	DEPARTMENT/AGENCY County of Lake Administration
STREET ADDRESS 255 N Forbes St		CITY Lakeport
STATE CA	ZIP CODE 95453	TELEPHONE NUMBER 707-263-2580
EMAIL ADDRESS sara.shucart@lakecountyca.gov		

M. AUTHORIZED SIGNATURE*:			
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER Carol J. Huchingson	TITLE County Administrative Officer	TELEPHONE NUMBER 707-263-2580	
STREET ADDRESS 255 N Forbes St	CITY Lakeport	STATE CA	ZIP CODE 95453
EMAIL ADDRESS carol.huchingson@lakecountyca.gov			
SIGNATURE 		DATE 06/04/20	

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

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

Proposal Abstract

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

In Lake County, cannabis, in all its forms, has long been prevalent in across many aspects of our communities. This project seeks a twofold approach to address the impacts of cannabis in Lake County following the passage of Proposition 64.

First, there is a need to address some of the problems that stem from the use of cannabis and other substances for the County's youth. The use of alcohol and other drugs by Lake County students, particularly cannabis, exceed the state average demonstrating a particular need. Working the with the Lake County Office of Education, the County has put forth a proposal to develop a Family WRAP program. This program will provide access to a comprehensive set of services designed to help identified youth clients succeed both at home and as students. Through this program, not only will the client be provided services directly, but services targeted directly towards what parents need to support the success of their child will be provided as well.

Second, there is a need to address the unlawful cultivation sites that fuel the black market and flout regulations intended to keep the community safe. Lake County has historically had a high level of cannabis cultivation and now, with the passage of Proposition 64, the focus has shifted away from traditional law enforcement and has now moved on to civil or administrative enforcement. This element of the project seeks to expand the resources of the County's Code Enforcement department to locate, cite, and shut down these unlawful cultivation sites. This would provide funding for a code enforcement officer dedicated to these enforcement activities.

Over the 3 year term of the grant, the statistics and success stories created by the WRAP program will help it secure funding to continue into the future. The increased Code Enforcement activity should generate revenue in terms of fines, so that by the time the grant term concludes the County should be in actual receipt of at least some funds. In this way, this project presents the opportunity to create a lasting legacy in Lake County.

Proposal Narrative

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

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

1.1 - The passage of Proposition 64 brought Lake County's extensive cannabis industry into the legal market nearly overnight. In order to provide some scope for the enormity of this process for County government, it is important to offer some historical perspective into how pervasive the cannabis industry has been in the County. Although records specifically addressing cannabis can sometimes be difficult to identify, a review of records produced by the Campaign Against Marijuana Task Force (CAMP) can offer insight here. In a review of two different time periods, 1984-1995 & 2004-2009, Lake County was consistently in the top 10 counties for the average number of plants eradicated. In fact, by the 2004-2009 period, Lake County was #1 on this list, with its share of plants eradicated by law enforcement being higher than Humboldt County and Mendocino County combined.

Now, with cannabis legalized for adults to purchase and possess, the County is faced with the new needs. Education and services targeted at youth must include cannabis use as part of their outreach, much in the same way that other regulated substances such as alcohol and tobacco already have been. Large fields of cannabis are now visible throughout the County where they previously were hidden, raising the profile of cannabis to our youth in a way that previously was not possible. These operations raise concerns on the other end of the spectrum as well, with the County now contending with large numbers of cultivation sites that are not following the State and local regulations. These unpermitted sites are not subject any of the health and safety procedures in place to protect the public, and serve a black market that frustrates regulators and licensed cultivators alike.

1.2a - It is against this backdrop that that need to address the Youth Development/Youth Prevention and Intervention concepts identified in PPA I is so important in Lake County. In 2017, according to data aggregated by the Lucille Packard Foundation in coordination with the California Healthy Kids Survey, Lake County students from 7th - 11th grade responded with higher levels of drug and alcohol use than the state average. When the question

involved cannabis use specifically within the prior month, the percentage of use was 74% - 400% higher than the state average.

1.2b - In regards to PPA III - Public Safety & PPA IV - Environmental Impact, there has been a shift in law enforcement following the passage of Proposition 64. With the legalization of cannabis, limited law enforcement resources have shifted towards larger criminal enterprises and environmental harm, leaving the majority of unlawful cultivation to Code Enforcement. This department has limited resources as well, and is responsible for identifying, citing, and ultimately shutting down illegal cannabis cultivation sites. These cultivation sites can include violations beyond the unpermitted plants, including illegal water diversions and chemical use that represent a threat to the environment.

1.3 During the last several years following the passage of Proposition 64, Lake County has suffered repeated wildfire disasters which decimated large swaths of the County. There have been mass evacuations, multitudes of homes lost, and businesses shuttered as a result. The local economy and government revenues have suffered serious short term losses. The slow recovery efforts have suffered set backs in the form of public safety power shut offs (PSPS) having occurred with some of the highest frequency and duration, forcing further closures and disruptions. These setbacks have only been compounded by the COVID-19 pandemic, where an economy centered around tourism and recreation has been brought to a near total stop just as the prime summer season approaches. The potential impact of this on government revenue in the County is not yet known. Therefore, in a rural jurisdiction like Lake County, the need to obtain outside funding to implement programs such as this grant is absolutely essential.

1.4 Regarding PPA I, many youth are looking to fit in due to peer pressure, but more often than not, for an escape from everyday problems. Problems that stem from a dysfunctional home life, mental health problems or trauma. As a result, they may turn to cannabis to help deal with painful emotions and cope with mental illness. According to The U.S. Department of Health and Human Services (US DHHS), one in five teens has a diagnosable mental health disorder, and about a third shows symptoms of depression. To numb the pain, teens may turn to drugs. However, self-medicating can have serious long-

term consequences. In 2017, The US DHHS also found that approximately 9.2 million youth aged 12 to 25 reported cannabis use in the past month and 29% more young adults aged 18-25 started using cannabis.

Consuming marijuana in its various forms, whether it be smoking, edibles, or vaping is strongly associated with adverse childhood experiences. Primary prevention of adverse childhood experiences and improved treatment of exposed children could reduce the use of marijuana and other substances among both adolescents and adults.

The research is clear on the intimate connection between chemical dependency and mental health problems. Studies show that people who self medicate with cannabis or other controlled substances are likely to see an increase in social phobia, as well as other substance use disorders. Additionally, marijuana can worsen and intensify problematic symptoms.

In terms of the needs regarding PPA III & IV, the statistics previously discussed regarding prior law enforcement activity are one of the best measures available to describe the potential extent of unlawful cultivation in Lake County. With only one Code Enforcement officer working unlawful cultivation cases, already approximately 250 cases have been initiated and an overwhelming amount of territory to cover is the primary obstacle to making further progress, especially considering the previously mentioned environmental harms that can be associated with these sites.

1.5 - There has consistently been concern expressed by the County's populace, elected officials, and government offices regarding both topics of concern in this proposal. During the crafting of the County's own cannabis tax measure these areas (Law Enforcement; Educational Programs on Youth Drug & Alcohol Abuse) were specifically included as priorities by the electorate. As part of this process for this proposal, the County has reached out to the Lake County Office of Education and the Children's Council, a group comprised of local agencies and partner organizations, to collaborate on identifying where potential funding could serve the greatest unmet need. Through these efforts, the WRAP program was identified as an opportunity. Code enforcement has similarly been a topic of

regular discussion at all levels of local government, with regular public comment and discussion at Board of Supervisors meetings. Following discussions with department staff, it became clear that additional resources could have a tremendous impact on the ability to ramp up enforcement.

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

2.1 PPA I - WRAP Program - The differential response/Family WRAP program works with families of youth that have been called to the attention of school administration or juvenile justice authorities due to misconduct including fighting, gang related, criminal activity, bullying, defiance, self injurious behavior or truancy, but very often for possession or consumption of marijuana and other controlled substances. This program proposes to identify at-risk kids immediately upon entry into the public school system, as early as age 3. All case management staff, including service partners, are trained in trauma-informed practices as well as the Strengthening Families Framework. As described, early identification of existing or emerging mental health issues allows for direct interventions before severe and disabling effects take root. Further, the identification of emerging mental health issues will continue to take place throughout each student's school career since circumstances can occur at any time due to family or other environmental changes, exposure to bullying or toxic substances such as vaping or illegal drugs, emerging sexual awareness, etc.

Identified youth with their families, will be connected under a closed-loop case management with the Family WRAP team for all of their needs. Family WRAP services will be given to the family for no less than 90 days. The Family WRAP team will be composed of a team lead facilitator, a youth partner, a parent partner, rehab specialist and a member from juvenile probation and behavior health. The parent and youth partners will contact the family at least once per week in the home and more times if needed. The youth partner will work closely with youth school staff, to check on academic progress and attendance as well as facilitate engagement in a SUDS treatment or diversion program, afterschool enrichment opportunities and community activities. The parent partner will engage the parent in addressing gaps in basic needs, parenting, behavior health, and fulfilling

protective factors. The rehab specialist will work with the youth and parent on employment and independent life skills. The family will learn about Adverse Childhood Experiences and its effects. The Team Lead will coordinate monthly Child Family Team meetings (CFT) in conjunction with probation and SUD staff. The case management and data collection system will provide the statistics with success stories necessary to pursue additional funding after the initial funding runs out in three years. Students' success stories, demonstrated through the reduction of on-campus problems and increased graduation rates, will further attract the attention of new sources of funding for program continuation. A caseload of 10 students and their families will be managed by the Family WRAP team.

Pre and Post Assessments of the youth and the family will be conducted as students are referred to the program. The youth will be assessed using the Positive Achievement Change Tool (PACT) 2.0 Full-Assessment ([Assessments.com](https://www.assessments.com)) and the parent will be assessed using the FRIENDS Protective Factors Survey ([friendsnrc.org](https://www.friendsnrc.org)) and the AAPI - Adult and Adolescent Parenting Inventory ([assessingparenting.com](https://www.assessingparenting.com)). All three assessments are Evidenced Based Practices.

For PPA III & IV, the Code Enforcement program will be able to deploy additional resources by hiring a dedicated officer to start inspecting and issuing citations for the unlawful cultivation sites in the County. First, a citation must be issued and present cultivators have an opportunity self-abate. A follow up inspection can then be done to close out a violation, but otherwise, fines begin accruing and ultimately legal action may need to be taken with the assistance of County Counsel. With more than one staff person working on Cannabis, this work would be able to continue on a more regular basis. Through the use of technology, including drones and targeted satellite imagery the efficiency of enforcement operations can be greatly increased. Following changes in the law, the administrative fine structure is currently being reviewed by County staff which should permit a higher fine assessment. While actually recovering the fines can sometimes be a difficult process, at a minimum liens will attach to the property. In this way, while the start up cost of creating a comprehensive cannabis enforcement program is high, the opportunity to begin generating revenue grows as these cases close out in the first few years following any

potential litigation and appeals. These efforts will work to ensure the success and sustainability of the program going forward into the future.

2.2 Both elements of the proposed project were chosen because their objectives can realistically be accomplished and programs implemented with framework in place, in spite of the of immense pressure on County government and its partners. Knowing that staff and financial resources are limited, it was critical to identify unmet needs that could be realistically addressed. Working with LCOE and Code Enforcement staff revolved heavily around where limited funds could have the greatest impact. As discussed in the sections above, there is a great deal of evidence to support how additional resources in these areas can be effectively utilized.

2.3 The project programs will benefit from existing resources already in place. LCOE is already working in all aspects of youth development and is fully engaged with local government and community partners. They have staff that is capable of developing this program and working with County staff. Similarly, the County already has a Code Enforcement unit that enjoys the support of the full County infrastructure. This program does not have to be built from the ground up, and the institutional knowledge and support is in place to move forward when the financial resources become available.

2.4 LCOE staff has already been instrumental in designing this proposal and can bring their enormous institutional knowledge to back the program. With schools being the primary access conduit to our County's youth, LCOE is well positioned take on their role. Furthermore, LCOE works closely with with community partners, both public and private. They have submitted a Letter of Commitment offering their full support going forward. As far as Code Enforcement is concerned, the department already has established relationships with partner agencies, departments, and law enforcement.

2.5 The project work plan has been developed and included with this submittal.

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

3.1 In regards to the WRAP program, County staff will stay in close contact with the Lake County Office of Education (LCOE) as they will be directly managing the program. Required reporting for LCOE, will ensure funders that the program is being appropriately implemented and measures of student well-being are being tracked. Further, this data will allow continuing improvements as practice makes perfect. Similarly, the Code Enforcement department already has regular contact and is able to readily share data with County staff managing the grant administration.

3.2 The WRAP program, as previously discussed, has multiple process and outcome measures that can be quantifiable. The initial use of their assessments, surveys, and other evidence based practices, represents an early data point. After clients are enrolled in the WRAP program, will be able to produce regular updates on the number of clients served and the services being utilized. Parents and youths alike are both directed to and provided with appropriate resources. Ultimately, the success of the program will be visible through the reduction of on-campus problems and increased graduation rates.

For Code Enforcement, there are multiple data points that can help determine process and outcome measures. The number of site visits conducted, complaints responded to, and citations issued is an early indicator. The amount of fines imposed and abatements conducted is another. Finally, the amount of revenue actually generated, cases closed, and a decrease in unlawful cultivation activity levels in the community will serve as outcome measures.

3.3 As previously mentioned, the WRAP program's case management and data collection systems will enable reports and statistics to be generated. Most importantly, they will help guide future decision making and the success of the program. This will facilitate reporting for the purposes of this grant as well. While the life of the program services would exceed 3 years, this data will allow for subjective and objective evaluation of how successful it has been. Through the reports produced by the program, as well as regular contact with LCOE staff, it will be possible for County staff to continually monitor the progress of the WRAP program.

Similarly, the Code Enforcement program's efforts as part of this grant will be monitored regularly by County staff. County staff involved in this process already work on related

matters, including developing the Cannabis Equity program and the cannabis tax program, all of which involve consistent contact with Code Enforcement and its parent department, Community Development.

In both areas, County staff will regularly review financial records and invoices generated to ensure they are compliant with the intent of the program and indicative of appropriate progress.

3.4 In both program areas, records are regularly kept and statistics available. This data will make determining a baseline viable as these programs are created or expanded. County staff will regularly monitor this data and conduct any additional investigation necessary to determine what progress is made and outcomes achieved. By ensuring that the programs continue to keep appropriate records and remain committed to the objectives outlined it will ensure a continuous ability to evaluate the program.

3.5 At the conclusion of the grant period, it will be possible to use both various factors to allow for an assessment of whether the strategy implemented achieved the intended outcome. As previously discussed, there will be the success stories of the clients in the WRAP program, as well as the objective statistics produced for the services provided to youths and their parents as needed as well as metrics for graduation and disciplinary actions. For Code Enforcement, there are the objective statistics that hopefully will reflect an increased ability to engage in enforcement operations, such as the number of citations issued, fines assessed, cases closed, etc. Then there may be more subjective indicators, such as increased cooperation with regulatory mechanisms, fewer complaints, greater ability to investigate more remote areas, etc. The County has also been investigating the use of satellite imagery for identifying cannabis cultivation, which may be able to offer a historical perspective of before and after with the program, hopefully indicating a reduction in unlawful cultivation rather than a continued proliferation.

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

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

(1) Goal:	To improve the academic success of students and reduce substance abuse or other disciplinary problems.			
Objectives (A., B., etc.)	To create a Family WRAP program, in order to create a comprehensive program placing at risk youths with the services that both they and their parents need to ensure success.			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
Students will be referred to the program and assessments will be conducted on the youths and their families using evidence based practices. A closed-loop case management process will be conducted by the WRAP team. Students and their families will be connected with the appropriate services by the WRAP team. These efforts will reduce the level of disciplinary issues and increase graduation rates, creating a proven concept for future funding.		County Staff & LCOE Staff	10/1/2020	9/30/2023
(2) Goal:	To reduce the levels of unlawful cannabis cultivation and the associated harms.			
Objectives (A., B., etc.)	To ensure that the County's Code Enforcement program will have the necessary staff and resources to identify, cite, and issue fines to unlawful cannabis cultivation sites.			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
The County will hire a code enforcement officer that can be dedicated to address unlawful cannabis cultivation operations. Necessary equipment, including satellite imagery and a 4WD vehicle, will be obtained to facilitate these field operations. The personnel addition will enable more investigations, citations, abatements, and the generation of revenue through administrative fines necessary to sustain the program going forward.		County CAO Staff & County Code Enforcement Staff	10/1/2020	9/30/2023
(3) Goal:				
Objectives (A., B., etc.)				
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
(4) Goal:				
Objectives (A., B., etc.)				
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date

Proposal Budget

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

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

Total Grant Funds Requested: Complete this column, for the total grant funds requested for the full 3-Year grant funding term (~~July 1, 2020 to June 30, 2023~~ **October 1, 2020 to September 30, 2023**) for all grant related activities/items. The Total amount for this column must equal the dollar amount provided in Section E of the Application Information Form. Use whole numbers only.

Grant Funds Proposed for PPA 1 (Youth Development/Youth Prevention & Intervention): Of the grant funds requested within each line item for the “Total Grant Funds Requested” column, complete this column for the grant funds to be used specifically for the mandatory PPA 1- Youth Development/Youth Prevention & Intervention for the full 3-Year grant funding term (~~July 1, 2020 to June 30, 2023~~ **October 1, 2020 to September 30, 2023**). This column **MUST** total at least ten percent (10%) of the Total Grant Funds Requested column and must equal the dollar amount provided in Section F of the Application Information Form. Use whole numbers only.

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

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS REQUESTED		*GRANT FUNDS PROPOSED FOR PPA 1
1. Salaries and Benefits	\$ 203,368	→	\$ 0
2. Services and Supplies	\$ 176,540	→	\$ 0
3. Professional Services	\$ 500,000	→	\$ 500,000
4. Non-Governmental Organizations (NGO) Contracts	\$ 0	→	\$ 0
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 13,812	→	\$ 0
6. Equipment / Fixed Assets	\$ 41,380	→	\$ 0
7. Data Collection / Enhancement	\$ 1,151	→	\$ 0
8. Program Evaluation	\$ 1,918	→	\$ 0
9. Sustainability Planning	\$ 1,918	→	\$ 0
10. Other (include travel & training costs)	\$ 31,086	→	\$ 0
11. Financial Audit	\$ 25,000	→	\$ 0
TOTAL	\$ 996,173	→	\$ 500,000 *

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

Budget Narrative

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

1. Salaries and Benefits: \$ 203,368.00

The project will fund the hiring of a Code Enforcement Officer on a full-time basis dedicated to the enforcement effort relating to cannabis cultivation. Total compensation, including salary and benefits, will be \$67,528 annually. This represents a cumulative total of \$203,368 for the 3 year grant term.

2. Services and Supplies: \$ 176,540.00

The project will fund the purchase of safety equipment for Code Enforcement at approximately \$10,000, and the purchase of a drone with the necessary licensing at approximately \$4,000. The remainder of the funding associated with this area are the services associated with obtaining satellite imagery of the type now being used by many counties for code enforcement purposes. There is a total of \$108,360 for an approximate \$36,120 annual high resolution countywide imagery and an additional \$53,180 in additional, targeted imaging as necessary.

3. Professional Services: \$ 500,000.00

The \$500,000 in professional services related to this project will be paid the Lake County Office of Education (LCOE) to implement the Family WRAP program under PPA I. This will cover both the costs of staffing and services necessary to create the closed loop case management program.

There will be 3 new positions created that will be dedicated to this program, with one designated Team Lead and the other two positions designated as Family Advocates. The total anticipated salary and benefits for these positions is \$428,040. An estimated \$12,505 will be budgeted for services and supplies; \$45,455 indirect costs/administrative overhead; and \$14,000 for other costs (including travel & training costs). These costs should occur evenly over the course of the 3 year grant term.

4. Non-Governmental Organizations (NGO) Contracts: \$ 0.00

The only contractor being used to administer part of the project is the LCOE, a public agency.

- 5. Indirect Costs (not to exceed 10% of the actual total direct project costs): \$ 13,812.00**
These represent the estimated County staff costs to administer the project, including maintaining contact with the program staff, processing invoices, and monitoring the progress of the project.
- 6. Equipment / Fixed Assets: \$ 41,380.00**
This cost is for the purchase of a vehicle for the use of the Code Enforcement officer hired through this proposal. In order to reach more remote and inaccessible sites, the vehicle must be 4WD comparable to those used by other County field staff, including the Sheriff's office. The estimated cost, based off the price obtained through competitive bidding last year, is \$41,380.
- 7. Data Collection / Enhancement: \$ 1,151.00**
This is estimated cost for staff to develop, with the assistance of the County IT department, any necessary processes to obtain data from the case management systems used by both Code Enforcement the Family WRAP program. Both entities already have access to the appropriate software.
- 8. Program Evaluation: \$ 1,918.00**
This is the estimated cost for staff to develop the program evaluation materials mandated by the grant if selected. Much of the required work is already being intergrated into the process through the requirement of record keeping and database management.
- 9. Sustainability Planning: \$ 1,918.00**
This is the estimated cost for staff to develop the sustainabiliy planning mandated by the grant if selected. Much of the required work is already being intergrated into the process along the way through the requirement of record keeping and database management.

The Code Enforcement program will become revenue generating over time as the process from citation to final appeal culminates in either the payment of fines, or the ability of the County to place liens. County staff is working with Code Enforcement already on revisions to the administraive fines ordinance to streamline this process. This will ultimately result in Code Enforcement becoming self-funding.

The WRAP program's case management system and recording keeping serves not only to effectively monitor its progress and serve the clients; but also to provide a way to show demonstrated success as the grant's 3 year term concludes. By producing metrics it will enable to the program to best pursue future funding.

10. Other (include travel and training costs): \$ 31,086.00

There is \$1,086 budgeted for travel to Sacramento for the purposes of the orientation. The remaining \$30,000 is for both the new code enforcement officer, as well as the existing officer who has been engaged in some cannabis enforcement, to obtain the necessary training for the performance of these duties. The amount of up to \$25,000 is budgeted as permitted by the RFP to reimburse actual costs associated with conducting the required final audit.

11. Financial Audit: \$ 25,000.00

The amount of up to \$25,000 is budgeted as permitted by the RFP to reimburse actual costs associated with conducting the required final audit.



LAKE COUNTY OFFICE OF EDUCATION

TO TEACH. TO SERVE. TO LEARN.



May 27, 2020

Carol Huchingson
255 North Forbes Street
Lakeport, CA 95453

RE: Letter of Commitment to Differential Response/Family WRAP
Prop 64 Health & Safety Grant

Dear Ms. Huchingson,

On behalf of the Lake County Office of Education's Healthy Start Youth and Family Services, please accept this letter of commitment to the proposed Differential Response and Family WRAP program. This program proposes to identify at-risk kids and incorporate the Wraparound process. (During Wraparound process community based services and supports "wrap around" a child or youth and their family in their home, school, and community in an effort to help meet their needs.)

Lake County Office of Education's Healthy Start Youth and Family Services will develop the Family WRAP Team which will be composed of a Team Lead Facilitator, a Youth Partner, a Parent Partner, Rehab Specialist and a member from both Juvenile Probation and Behavior Health. All members of the WRAP Team will be trained in trauma-informed practices as well as the Strengthening Families Framework. Actions will include:

- identifying at-risk kids immediately upon entry into the public school system;
- connecting at-risk youth and their families with closed-loop case management to the Family WRAP Team for all of their needs;
- working closely with school staff to:
 - check on academic progress and attendance,
 - facilitate engagement in a SUDS treatment or diversion program,
 - facilitate afterschool enrichment opportunities and community activities;
- engaging the parent in addressing gaps in basic needs, parenting, behavior health and fulfilling protective factors;
- working with the youth and parent on job, and independent life skills;
- teaching about Adverse Childhood Experiences and the effects of it;
- contacting at-risk youth and their families at least once per week, in the home;
- coordinating monthly Child Family Team meetings in conjunction with probation and SUDS staff; and
- assuring NO students be allowed to slip through the cracks.

Case management and data collection will provide statistics with student success stories, which will also be demonstrated through the reduction of on-campus problems and increased graduation rates. We look forward to partnering with the County of Lake to implement this program.

Best regards,

Brock Falkenberg

Brock Falkenberg, Superintendent of Schools
1152 South Main Street, Lakeport, CA 95453
(707) 262-4100 | (707) 263-0197
www.lakecoe.org



COUNTY OF LAKE

Administrative Office

Courthouse - 255 North Forbes Street

Lakeport, California 95453

Telephone: (707) 263-2580

Fax: (707) 263-1012

E-mail: Carol.Huchingson@lakecountyca.gov

CAROL J. HUCHINGSON

County Administrative Officer

June 3, 2020

Ms. Kathleen T. Howard, Director
Board of State and Community Corrections
Corrections Planning and Programs Division
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

RE: Prop 64 Grant PH&S Letter of Eligibility – Per Appendix B Formatting

Dear Ms. Howard,

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

- All indoor commercial cultivation (including mixed light cultivation)
Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s)
that ensure the above are true – Ordinance 3084, 5/21/2019 - Zoning Articles 18,19, 27.
- All indoor personal cultivation (including mixed light cultivation)
Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s)
that ensure the above are true- Ordinance 3084, 5/21/2019 - Zoning Articles 18,19, 27.
- All outdoor commercial cultivation
Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s)
that ensure the above are true- Ordinance 3084, 5/21/2019 - Zoning Articles 18,19, 27.
- All outdoor personal cultivation
Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s)
that ensure the above are true- Ordinance 3084, 5/21/2019 - Zoning Articles 18,19, 27.
- Establishment of business(es) licensed under Division 10 of the Business and
Professions Code
Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s)
that ensure the above are true- Ordinance 3084, 5/21/2019 - Zoning Articles 18,19, 27.
- Operation of businesses licensed under Division 10 of the Business and Professions
Code
Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s)
that ensure the above are true- Ordinance 3084, 5/21/2019 - Zoning Articles 18,19, 27.

Documentation will be provided to the BCSS upon request.

AUTHORIZED SIGNATURE

(This document must be signed by the person who is authorized to sign the Grant Agreement.)

NAME OF AUTHORIZED OFFICER:

Carol J. Huchingson

TITLE

County Administrative Officer

STREET ADDRESS

255 N Forbes St

CITY

Lakeport

STATE:

CA

ZIP CODE:

95453

TELEPHONE NUMBER

707-263-2580

EMAIL ADDRESS

carol.huchingson@lakecountyca.gov

AUTHORIZED OFFICER SIGNATURE (Blue Ink Only)

DATE

6/3/20

Sincerely,



Carol J. Huchingson
County Administrative Officer

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

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

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


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

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

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

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

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
Carol J. Huchingson	County Administrative Officer	707-263-2580	
STREET ADDRESS	CITY	STATE	ZIP CODE
255 N Forbes St	Lakeport	CA	95453
EMAIL ADDRESS			
carol.huchingson@lakecountyca.gov			
AUTHORIZED OFFICER SIGNATURE (Blue Ink Only)			DATE
x 			06/04/20

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

(Page 1 of 2)

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

Any non-governmental organization that receives Prop 64 PH&S grant funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the Prop 64 PH&S grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

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

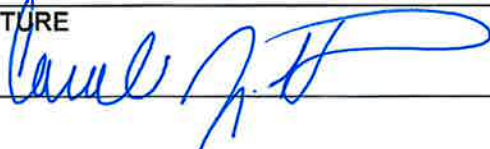
Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Lake County Office of Education	1152 S Main St, Lakeport, CA 95453	asantana@lakecoe.org 707-262-4100	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Prop 64 PH&S Grant RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

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

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Carol J. Huchingson	TITLE County Administrative Officer	TELEPHONE 707-263-2580	
STREET ADDRESS 255 N Forbes St	CITY Lakeport	STATE CA	ZIP CODE 95453
EMAIL ADDRESS carol.huchingson@lakecountyca.gov			
SIGNATURE x 			DATE 06/04/20

APPENDIX A: PROP 64 PH&S EXECUTIVE STEERING COMMITTEE ROSTER

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