

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID:5227-BSCC378-22

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 378- 22**

PURCHASING AUTHORITY NUMBER (If Applicable)

**BSCC-5227****1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**County of Fresno****2. The term of this Agreement is:**

START DATE

**MAY 1, 2023**

THROUGH END DATE

**SEPTEMBER 30, 2027****3. The maximum amount of this Agreement is:****\$470,000.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Mobile Probation Service Centers Grant Program Request for Proposal	*
Attachment 2	Mobile Probation Service Centers Grant Program Grant Proposal	11
Appendix A	Mobile Probation Service Centers Grant Program Scoring Panel Roster	1

\* This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/mobile-probation-service-centers-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.)

**County of Fresno**

CONTRACTOR BUSINESS ADDRESS

2281 Tulare St, Room #301

CITY

Fresno

STATE

CA

ZIP

93721-2105

PRINTED NAME OF PERSON SIGNING

Sal Quintero

TITLE

Chairman, Fresno County Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

5-23-23

**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



Digitally signed by Colleen Curtin

Date: 2023.06.14 11:46:14 -07'00'

DATE SIGNED

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

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By  Deputy

## **EXHIBIT A: SCOPE OF WORK**

### **1. GRANT AGREEMENT – Mobile Probation Service Centers Grant Program**

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

### **2. PROJECT SUMMARY AND ADMINISTRATION**

- A. The Mobile Probation Service Centers Grant Program was established in the State Budget Act of 2022 (Assembly Bill 178, Chapter 43, Statutes of 2022). Mobile Probation Service Centers Grant Program funds must be used to purchase vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers to assist probationers, particularly those individuals who are unhoused and struggling with meeting probation requirements.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

### **3. PROJECT OFFICIALS**

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

**Authorized Officer** with legal authority to sign:

Name: Sal Quintero

Title: Chairman, Fresno County Board of Supervisors

Address: 2281 Tulare St, Room #301, Fresno, CA 93721-2105

Phone: (559) 600-3000

Email: salquintero@fresnocountyca.gov

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

Name: Yussel Zalapa

Title: Deputy Chief Probation Administrative Officer

Address: 3333 E American Ave, Ste. B, Fresno, CA 93725

Phone: (559) 600-1247

Email: yzalapa@fresnocountyca.gov

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

Name: David Ruiz

Title: Deputy Chief Probation Officer

Address: 2171 N Fine Ave, Fresno, CA 93727

Phone: (559) 600-1144

Email: ddruiz@fresnocountyca.gov

## **EXHIBIT A: SCOPE OF WORK**

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

### **4. DATA COLLECTION**

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal.

### **5. REPORTING REQUIREMENTS**

- A. Grantees will submit three (3) annual progress reports and one (1) end of project report to the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

**Annual Progress Report Periods:**

- 1. May 1, 2023 to June 30, 2024
- 2. July 1, 2024 to June 30, 2025
- 3. July 1, 2025 to June 30, 2026

**Due no later than:**

- August 15, 2024
- August 15, 2025
- August 15, 2026

**Other:**

- 4. End of Project Report

**Due no later than:**

- September 30, 2027

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

### **6. PROJECT RECORDS**

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

## **EXHIBIT A: SCOPE OF WORK**

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

### **7. CONFLICT OF INTEREST**

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Mobile Probation Service Centers Grant Program Scoring Panel from receiving funds awarded under the Mobile Probation Service Centers Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Mobile Probation Service Centers Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Mobile Probation Service Centers Grant Program Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

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

### **1. INVOICING AND PAYMENT**

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

**Quarterly Invoicing Periods:**

1. May 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024

**Due no later than:**

- August 15, 2023  
November 15, 2023  
February 15, 2024  
May 15, 2024  
August 15, 2024  
November 15, 2024  
February 14, 2025

**Final Invoicing Period:**

8. January 1, 2025 to March 15, 2025\*

**Due no later than:**

- April 30, 2025

*\*Note: No new expenses may be incurred after March 15, 2025.*

- B. All project expenses must be incurred by the end of the purchase period, March 15, 2025, and included on the final invoice due April 30, 2025. Project expenditures incurred after March 15, 2025 will not be reimbursed.
- C. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- D. 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.

### **2. GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

### **3. BUDGET CONTINGENCY CLAUSE**

- A. This grant agreement is valid through Grant name funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Assembly Bill 178 (Chapter 43, Statutes of 2022), also known as the California Budget Act of 2022. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does

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

not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

- B. If Mobile Probation Service Centers funding is reduced or falls below estimates contained within the Mobile Probation Service Centers 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. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during term of the grant agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at:  
[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### **5. PROMPT PAYMENT CLAUSE**

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



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

### **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
- 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. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 8. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Services and Supplies	\$30,000
2. Professional Services or Public Agency Subcontracts	\$0
3. Equipment/Fixed Assets	\$424,000
4. Other (Travel, Training, etc.)	\$16,000
<b>TOTALS</b>	<b>\$470,000</b>



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

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

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

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

**13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

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

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

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

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

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:

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

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

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

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1. GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal.
- 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: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, 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.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) Books and Records

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

- 2) Access to Books and Records

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

## **4. PROJECT ACCESS**

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

## **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.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

### **6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT**

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

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

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

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

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

### **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

### **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a



## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

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: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, or approved modifications;
  - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### **10. 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.

### **11. 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.

Title	<b>Fresno County - Probation Department</b>	01/05/2023
	by <b>Margaret Orona</b> in <b>Mobile Probation Service Centers Grant Program Application</b>	id. 34725084
	maorona@fresnocountyca.gov	

<b>Original Submission</b>	01/05/2023
----------------------------	------------

The Mobile Probation Service Centers Grant Program Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the Mobile Probation Service Centers Grant Program Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The Instruction Packet is available on the BSCC website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION I - BACKGROUND INFORMATION	This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.
Name of Applicant	<b>Fresno County - Probation Department</b>
Applicant's Physical Address	<b>3333 E American Ave Ste. B Fresno CA 93725 US</b>
Applicant's Mailing Address (If different than physical address)	n/a
Mailing Address for Payment	<b>3333 E American Ave Ste. B Fresno CA 93725 US</b>
Tax Identification Number	
Grant Funds Requested	<b>470000.0</b>
Project Title	<b>Mobile Probation Service Centers</b>
Proposal Summary	<b>The Fresno County Probation Department realizes there is a great need to assist and reduce future justice system involvement for unhoused and struggling probationers. Fresno County proposes to overcome transportation as a barrier to successful rehabilitation. If awarded grant funding from the California State Budget Act of 2022 (Assembly Bill 178), the County proposes to establish two Mobile Probation Service Center. The funds would allow the Fresno County Probation to purchase of two vans, technical and safety equipment and supplies to develop mobile probation offices thus removing the barrier of transportation for unhoused and struggling probationers.</b>
SECTION II - CONTACT INFORMATION	This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.
Project Director	<b>David Ruiz</b>
Project Director's Title with Agency/Department/Organization	<b>Deputy Chief Probation Officer</b>

Project Director's Physical Address	<b>2171 N Fine Ave Fresno CA 93727 US</b>
Project Director's Email Address	<b>ddruiz@fresnocountyca.gov</b>
Project Director's Phone Number	<b>+15596001144</b>
Financial Officer	<b>Yussel Zalapa</b>
Financial Officer's Title with Agency/Department/Organization	<b>Deputy Chief Probation Administrative Officer</b>
Financial Officer's Physical Address	<b>3333 E American Ave Ste. B Fresno CA 93725 US</b>
Financial Officer's Email Address	<b>yzalapa@fresnocountyca.gov</b>
Financial Officer's Phone Number	<b>+15596001247</b>
Day-To-Day Program Contact	<b>Margaret Orona</b>
Day-To-Day Program Contact's Title with Agency/Department/Organization	<b>Staff Analyst</b>
Day-To-Day Program Contact's Physical Address	<b>3333 E American Ave Ste B Fresno CA 93725 US</b>
Day-To-Day Program Contact's Email Address	<b>maorona@fresnocountyca.gov</b>
Day-To-Day Program Contact's Phone Number	<b>+15596001244</b>
Day-To-Day Fiscal Contact	<b>Norabelle Elegado</b>
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	<b>Probation Business Manager</b>
Day-To-Day Fiscal Contact's Physical Address	<b>3333 E American Ave Ste. B Fresno CA 93725 US</b>
Day-To-Day Fiscal Contact's Email Address	<b>NElegado@fresnocountyca.gov</b>
Day-To-Day Fiscal Contact's Phone Number	<b>+15596001246</b>
Name of Authorized Officer	<b>Kirk Haynes</b>

Authorized Officer's Title with Agency/Department/Organization	<b>Chief Probation Officer</b>
Authorized Officer's Physical Address	<b>3333 E American Ave Ste. B Fresno CA 93725 US</b>
Authorized Officer's Email Address	<b>khaynes@fresnocountyca.gov</b>
Authorized Officer's Phone Number	<b>+15596001294</b>
Authorized Officer Assurances	<b>checked</b>
SECTION III - PROPOSAL NARRATIVE AND BUDGET	<b>This section requests responses to the Rating Factors identified in the the Mobile Probation Service Centers Grant Program Application Instruction Packet.</b>
Proposal Narrative Instructions	<b>The Proposal Narrative must address the project's Need, Equipment, and Implementation Rating Factors as described in the Instruction Packet (Pages 13-17). A separate narrative response is required for each Rating Factor as described below: The Need narrative may not may not exceed 2,237 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 1 (one) page in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Equipment narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Implementation narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the Mobile Probation Service Centers Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the Instruction Packet (Page 13).</b>
Need	<p><b>1.1 The need is to assist and reduce future justice system involvement for unhoused and struggling probationers to meet probation requirements throughout Fresno County. Probationers face many barriers to successful rehabilitation, one of which includes transportation to a probation office.</b></p> <p><b>1.2 Fresno County is in the central valley and consists of both urban and rural communities. Fresno County spans 6,017 sq. miles and is the tenth most populated of California's 58 counties. As of January 1, 2021, the U.S. Census Bureau reports 1,013,581 residents; over half reside in the cities of Fresno and Clovis. The rest reside in suburban, rural, and agricultural areas offering little to no direct services to residents. All County's Probation Offices are in the City of Fresno. While the Fresno County Rural Transit Agency (FCRTA) provides public transit to rural communities, intercity and regional carrier services have been eliminated or reduced to a limited number of rural cities.</b></p> <p><b>1.3 In July 2022, Fresno Madera Continuum of Care (FMCoC) released the 2022 Point in Time (PIT) Homeless Count. The data reported 2,210 unhoused persons in Fresno County. According to the County of Fresno Probation data system, there are currently 12,627 probationers, 599 or 21% identified as homeless. Data also reflects, 2,220 probationers in outlying rural areas. The courts in these rural communities closed in 2012. Transportation is a huge barrier to probationers in the rural areas. FCRTA remains the main transportation for many of the probationers. The rural services require multiple transfers to reach a probation office. Cost is prohibitive, a monthly pass is \$50-\$140, based on distance. Day fairs have only one transfer and can cost up to \$9.95. These rural areas have one bus stop departure/arrival time into the City of Fresno.</b></p> <p><b>1.4 Local data on both unhoused and those in rural areas illustrates a pressing need for Mobile Probation Service Centers. Mobility will allow Fresno County Probation to remove barriers using evidence-based techniques taking services including assessments, referrals, case plan reviews, maintaining contact orders and reducing unnecessary justice involvement to its probationers.</b></p>

2.1 Currently, Fresno County Probation does not have any vehicles serving as mobile probation service centers. If awarded funds from this grant, Fresno County will purchase two vehicles to operate as mobile probation service centers. The County will purchase two 2023 18M Rize RAM vans. These will be equipped with standard features including a sliding door, screen door for entry way, side steps for cab and entry doors, dash applique, three-piece windshield privacy shade, back-up monitor, cock-pit floor mat, aluminum wheels, techno-form euro-style upper cabinet doors, large opening side windows, single door refrigerator, two burner cooktop with glass cover, microwave oven, stainless kit sink with cover, 12V powered vent with switch in kitchen, pullout sleeping area, 1000 watt inverter, Onan RV 2800 quiet gas generator, single roof air conditioning unit, 190 watt solar panel with controller, combination water heater and furnace, exterior LP connection, holding tanks with heat pads, two group 31 AGM house batteries, TV prep, electronics cabinet with HDMI cable and USB ports, and a Winegard Connect Wi-Fi/4G/TV antenna. The vans will be equipped with added options for a bike rack on the rear door and an electric patio awning. Removable vinyl skin panels with Fresno County Probation logo will be applied, windows tinted, locking file cabinets or drawer units with locks, interior lighting, exterior emergency lighting, safety mounting rails or handles, a police radio, and public announcement system will be installed on each vehicle. Probation Officers will VPN onto the County's secured network to perform duties. Probation Officers will have training on cyber threats and best practices for safe and secure data. The safety of both the probationers and Deputy Probation Officers (DPO) are paramount. To ensure their safety, the vans will have equipment and feature characteristics necessary for safety of probationers and DPOs. These items include side steps and safety mounting rails or handles for ease of entry, an awning to protect probationers against the elements while they wait their turn for service, an alarm system, safety cones to establish a secure perimeter around the van, police radio, exterior emergency lighting, ballistic door panels, and a back-up camera. The vans will be stocked with personal protective equipment such as masks, gloves, hand sanitizer, antibacterial soap, and disinfecting spray or wipes. These proposed vans do not require a special license to operate. However due to the size of the vehicle, staff may need to practice driving maneuvers to ensure proficiency driving a larger vehicle. Vehicles will be maintained through the Fresno County Fleet Division, utilizing an existing contract with a qualified vendor, or through the appropriate procurement process to secure services. Staff will need to be trained on operating the equipment installed in or on the vans such as Wi-Fi, the awning, and any new media tools.

2.2 Fresno County will purchase two dedicated Rugged Toughbook laptops with mouse per vehicle, one portable printer/scanner per vehicle, two docking stations per vehicle, Wi-Fi/hotspot equipment and service through mobile service provider, licenses for case management or other required software, such as Microsoft and Adobe products. Other necessary equipment includes: three iPads per vehicle; one PA system per vehicle; roadside safety equipment such as reflective apparel, flags, lights, signs, traffic cones; and tables and chairs to assist probationers in the event there is a line for services. Fresno County Probation does not have the necessary equipment listed above to adequately supply the mobile service vehicles. The listed equipment will be dedicated to the mobile service vehicles and will allow the department to better serve the probationers, secure the data, and provide safety for the DPOs.

---

3.1 The vehicles will be used in inner city and rural areas such as public libraries, county buildings, homeless shelters located near homeless encampments, and community sponsored events. A plan will be developed to ensure all target areas and clients are regularly calendared for service. By taking the vans out to locations in homeless dense and rural areas, Fresno County Probation would overcome the transportation barrier by taking the services to the probationers using evidence-based techniques which could include assessments, referrals to address their criminogenic needs, case plan reviews, maintaining contact orders and reducing unnecessary justice involvement to its probationers. As the unhoused and transient probation populations are not tracked by zip code, it is difficult to determine where the greatest need lies in the rural areas. Utilizing a snapshot of the current caseloads in communities outside the City of Fresno, we can anticipate serving any probationers who are unhoused or at risk of being unhoused within the probation population in the following cities: Clovis (499), Sanger (357), Selma (348), Reedley (299), Parlier (217), Mendota (207), Kerman (162), Orange Cove (157), Coalinga (139), Huron (128), Kingsburg (80), Caruthers (64), Fowler (50), Friant (7) and Dunlap (5).

3.2 The County will reach out to partner with homeless service agencies and or other County departments to use their parking facilities. Fresno County currently has a contract with a vendor to perform sewage sludge and leachate pumping and removal at leachate collection tanks at dump stations. The Fresno County Probation Department would use appropriate procurement processes to utilize or amend the agreement to include dump services for our mobile probation service center vans. The same process would be followed to obtain vehicle washing and interior cleaning for the vans.

3.3 The Fresno County Probation Department will utilize its current system and make any necessary modification to the data collect system to capture and report the following data to show the vehicles, equipment, or technology to address the needs identified in the Project Work Plan. This data would include the number of probationers served, how many contacts were accomplished per individual probationers, the types of referrals that were provided, how many assessments and re-assessments were completed, the number of case plans that have been created, how many monitor equipment checks that have been performed, the number and type of contact information updates that have been made, the zip code of each unhoused and risk of being unhoused probationers in the target population is located in, track the number of failure to appear violations, and outcome measures for probationers served. All the factors addressed support the need for the Fresno County Probation Department to purchase the above detailed vehicles, equipment, and technology to operate two Mobile Probation Service Centers to better serve and assist, maintain contact requirements, and reduce unnecessary justice involvement to the unhoused or risk at being unhoused probationers in the City of Fresno, City of Clovis, and the surrounding rural areas population.

Budget Instructions	Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 4: Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Proposal Budget and Budget Narrative. The Proposal Budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website.
Budget Attachment	
	<a href="#">Mobile-Probation-Service-Centers-Budget-Attachment.-01.04.23_Final.xlsx</a>
SECTION IV - MANDATORY ATTACHMENTS	This section list the attachments that are required at the time of submission. Project Work Plan (Appendix B) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix F)
Project Work Plan (Appendix B)	
	<a href="#">Appendix_B_Project-Work-Plan_Final.pdf</a>
Certification of Compliance with BSCC Polices On Debarment, Fraud, Theft, and Embezzlement (Appendix F)	
	<a href="#">Appendix_F_Certification_of_Compliance_with_BSCC_Policies_on_DebarmentFraud_Theft_and_Embezzelment_signed.pdf</a>
OPTIONAL: Governing Board Resolution	n/a
OPTIONAL: Bibliography	n/a
CONFIDENTIALITY NOTICE:	All documents submitted as a part of the Mobile Probation Service Centers Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)



## Appendix F: Certification of Compliance with BSCC Policies on 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			
<small>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</small>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Kirk Haynes	Chief Probation Officer	559-600-1298	khaynes@fresnocounty.ca.gov
STREET ADDRESS	CITY	STATE	ZIP CODE
3333 E. American Ave. Ste. B	Fresno	CA	93725-9248
APPLICANT'S SIGNATURE (Blue Ink or e-signature Only)			DATE
<div style="display: flex; align-items: center;"> <span style="margin-right: 10px;"><input checked="" type="checkbox"/></span> </div>			12/20/2022

## Appendix B: Project Work Plan

This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties, and a timeline. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. Please provide a project workplan in the below fields.

<b>(1) Goal:</b>	To provide access to probation services for the unhoused and struggling probationers to meet probation requirements throughout County of Fresno.		
Objectives (A., B., etc.)	A. Eliminate barriers to services in the unhoused probationer population B. Assist in meeting target population's criminogenic and stabilization needs C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Order/purchase two Dodge Ram 2500 ProMaster outfitted with awning, restroom, wireless internet, laptops, printers, scanners, docking stations, and office supplies 2. Develop/Implement geographic plan to locate mobile service centers 3. Provide Evidence-based Reassessment and Case Management Services	1. Purchasing and Fleet services 2. Deputy Chief Probation Officers, Assistant Deputy Chief Probation Managers, and community partners 3. Deputy Probation Officer	1. May 1, 2023 – March 15, 2025 2. May 1, 2023 – June 30, 2027 3. May 1, 2023 – June 30, 2027	

<b>(2) Goal:</b>	To reduce the unhoused probationer future justice system involvement		
Objectives (A., B., etc.)	A. Reduction of failure to appear warrants B. Remove barriers to successful rehabilitation C. Improve safety and stability		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Community outreach to target population 2. Increase compliance with terms of probation 3. Improve target populations access to tools and needed resources	1. County Administrative Office/Probation Division/Community partners 2. Deputy Probation Officers/Probationers 3. Deputy Probation Officers/Community partners	1. May 1, 2023 – June 30, 2027 2. May 1, 2023 – June 30, 2027 3. May 1, 2023 – June 30, 2027	

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

<b>(4) Goal:</b>			
Objectives (A., B., etc.)	A. B. C.		

Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. 2. 3.			

Mobile Probation Service Centers Grant Program - Project Budget and Budget Narrative		
Name of Applicant: <b>Fresno County</b>		
22-Month Budget: May 1, 2023 to March 15, 2025		
Note: Rows 8-10 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)		
Budget Line Item		Total
1. Services and Supplies		\$30,000.00
2. Professional Services or Public Agency Subcontracts		\$0.00
3. Equipment/Fixed Assets		\$424,000.00
4. Other (Travel, Training, etc.)		\$16,000.00
<b>TOTAL</b>		<b>\$470,000.00</b>
<b>1a. Services and Supplies</b>		
Description of Services or Supplies	Calculation for Expenditure	Total
Office Supplies	\$5,000 annually x 2 years = \$10,000	\$10,000.00
Office Equipment	Printer/Scanner @ \$2,000 x 2 qty = \$4,000 + Ipads @ \$2,000 x 6 qty = 12,000	\$16,000.00
Road Safety Equipment	\$2,000 per vehicle x 2 = \$4,000	\$4,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTAL</b>		<b>\$30,000.00</b>
<b>1b. Services and Supplies Narrative:</b>		
<p>The service and supply funds will be used to purchase three iPads, one portable printer/scanner, and two docking stations for each of the two vehicles, which will allow probationers access to service normally only available in a stationary office setting. The funds will also be used to purchase one table and set of chairs for each of the two vehicles for probationers' use in the event there is a line for services in the mobile center or inclement weather. Wi-Fi/hotspot equipment will be purchased for each vehicle and monthly internet/cell service subscriptions will be provided through these funds. Additional licensing fees for case management or other required software, such as Microsoft and Adobe products will be purchased. The safety of both the probationers and Deputy Probation Officers (DPO) are paramount, to ensure their safety, the vans will have equipment and feature characteristics necessary for safety of probationers and DPOs. The vans will be stocked with personal protective equipment (PPE) such as masks, gloves, hand sanitizer, antibacterial soap, and disinfecting spray or wipes; as well as roadside safety equipment such as reflective apparel, flags, lights, signs, traffic cones.</p>		
<b>2a. Professional Services</b>		
Description of Professional Service(s)	Calculation for Expenditure	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTAL</b>		<b>\$0.00</b>
<b>2b. Professional Services Narrative</b>		
Enter narrative here. You may expand cell height if needed.		
<b>3a. Equipment/Fixed Assets</b>		
Description of Equipment/Fixed Asset	Calculation for Expense	Total
Purchase of Vehicle	Camper Style Van (fully Equiped) @ \$200,000 x 2 qty	\$400,000.00
Rugged Toughbook Laptops	Laptops @ \$6,000 x 4 qty	\$24,000.00
		\$0.00

		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$424,000.00
3b. Equipment/Fixed Assets Narrative		
<i>If awarded funds from this grant, Fresno County will purchase two vehicles to operate as mobile probation service centers. The County will purchase two 2023 18M Rize RAM vans. These vans will be equipped with standard features including: a sliding door, screen door for entry way, side steps for cab and entry doors, dash applique, three-piece windshield privacy shade, back-up monitor, cock-pit floor mat, aluminum wheels, techno-form euro-style upper cabinet doors, large opening side windows, single door refrigerator, microwave oven, stainless kit sink with cover, 12V powered vent with switch in kitchen, 1000 watt inverter, Onan RV 2800 quiet gas generator, single roof air conditioning unit, 190 watt solar panel with controller, combination water heater and furnace, holding tanks with heat pads, two group 31 AGM house batteries, TV prep, electronics cabinet with HDMI cable and USB ports, and a Winegard ConnecT Wi-Fi/4G/TV antenna, and an electric patio awning. Funding will also provide removable vinyl skin panels with the Fresno County Probation logo, window tinting, locking file cabinets or drawer units with locks, interior lighting, exterior emergency lighting, safety mounting rails or handles, a police radio, and public announcement system will be installed on each vehicle. The County will also purchase two dedicated Rugged Toughbook laptops with mouse for use of DPOs assigned to each vehicle.</i>		
4a. Other (Travel, Training, etc.)		
Description	Calculation for Expense	Total
Vehicle Expenses	Vehicle maintenance, gas and parking estimated at \$8,000 annually x 2 years	\$16,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$16,000.00
4b. Other (Travel, Training, etc.) Narrative:		
<i>The County will reach out to partner with homeless service agencies and or other County departments to use their parking facilities. Fresno County currently has a contract with a vendor to perform sewage pumping services. The Fresno County Probation Department will use appropriate procurement processes to utilize or amend the agreement to include sewage pumping services for the mobile probation service center vans. The same process will be followed to obtain vehicle washing and interior cleaning for the vans. This funding will also provide routine maintenance and gas costs for the grant period.</i>		

**APPENDIX A: MOBILE PROBATION SERVICE CENTERS GRANT PROGRAM SCORING PANEL**

<b>Mobile Probation Service Centers Grant Program Scoring Panel Roster</b>		
<b>Member</b>	<b>Title</b>	<b>Organization</b>
Stephanie James	Probation Chief (Ret.)	San Joaquin County Probation Department
Rachelle Gayton	Division Manager of Operations	Yolo County Probation Department
Brad Hecht	Budget and Grants Manager	Sonoma County Probation Department
Charles Henson	Chief Probation Officer	Sierra County Probation Department
Brad Kern	Probation Division Manager	Tulare County Probation Department
Yuri Secoquian	Probation Manager	Contra Costa County Probation Department
America Velasco	Pre-Trial Services Coordinator	Superior Court of California, County of Solano



FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 3432

Account: 3575