

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 935-22**

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 EL DORADO**

2. The term of this Agreement is:

START DATE

**MAY 1, 2023**

THROUGH END DATE

**OCTOBER 31, 2028**

3. The maximum amount of this Agreement is:

**\$2,924,271.00**

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Proposition 64 PH&S Grant Program Cohort 3 Application for Funding	18
Appendix A	Proposition 64 PH&S Grant Program Cohort 3 Scoring Panel Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Funds (attached separately)	2

\* 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.)

**COUNTY OF EL DORADO**

CONTRACTOR BUSINESS ADDRESS

200 Industrial Drive

CITY

Placerville

STATE

CA

ZIP

95667

PRINTED NAME OF PERSON SIGNING

MONICA FERGUSON

TITLE

Chief Fiscal 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, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

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

## EXHIBIT A SCOPE OF WORK

### 1. GRANT AGREEMENT – Proposition 64 Public Health & Safety Grant

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

### 2. PROJECT SUMMARY AND ADMINISTRATION

A. The Prop 64 PH&S Grant Program is funded by a portion of tax revenue generated from the cultivation and retail sale of legal adult-use cannabis or cannabis products. \$150,000,000 is available from the combination of the Fiscal Year 2023-24 State Budget appropriation and prior fiscal year Budget Act appropriations for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Cohort 3 Grant Program, 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: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals (incorporated by reference) and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding which is attached and hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

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

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

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

Name: Monica Ferguson  
Title: Agency Chief Fiscal Officer  
Address: 200 Industrial Dr, Placerville, Ca 95667  
Phone: 530-621-7613  
Email: fergusonm@edso.org

## EXHIBIT A SCOPE OF WORK

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

Name: Tania Donnelly  
Title: Administrative Analyst  
Address: 200 Industrial Dr, Placerville, Ca 95667  
Phone: 530-621-6636  
Email: donnelt@edso.org

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

Name: Monica Ferguson  
Title: Agency Chief Fiscal Officer  
Address: 200 Industrial Dr, Placerville, Ca 95667  
Phone: 530-621-7613  
Email: fergusonm@edso.org

- 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 they have full legal authority to bind the entity for which they sign.

#### 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 Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding.

#### 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:

##### **Progress Report 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
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025

##### **Due no later than:**

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

**EXHIBIT A  
SCOPE OF WORK**

11. October 1, 2025 to December 31, 2025	February 15, 2026
12. January 1, 2026 to March 31, 2026	May 15, 2026
13. April 1, 2026 to June 30, 2026	August 15, 2026
14. July 1, 2026 to September 30, 2026	November 15, 2026
15. October 1, 2026 to December 31, 2026	February 15, 2027
16. January 1, 2027 to March 31, 2027	May 15, 2027
17. April 1, 2027 to June 30, 2027	August 15, 2027
18. July 1, 2027 to September 30, 2027	November 15, 2027
19. October 1, 2027 to December 31, 2027	February 15, 2028
20. January 1, 2028 to March 31, 2028	May 15, 2028
21. April 1, 2028 to April 30, 2028	June 15, 2028

*Note: Service delivery period ends April 30, 2028. The period of May 1, 2028 to October 31, 2028 is for completion of Local Evaluation Report and financial audit only.*

**B. Evaluation Documents**

1. Local Evaluation Plan
2. Final Local Evaluation Report

**Due no later than:**

September 30, 2023  
October 31, 2028

**C. Other**

Financial Audit

**Due no later than:**

October 31, 2028

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

**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 Prop 64 PH&S Cohort 3 Scoring Panel (See Appendix A) from receiving funds awarded under the Prop 64 PH&S Cohort 3 RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Cohort 3 Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Cohort 3 Scoring Panel.
- B. In cases of an actual conflict of interest with a Prop 64 PH&S Cohort 3 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.

**8. FINANCIAL AUDIT**

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, October 31, 2028. 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 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
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025
11. October 1, 2025 to December 31, 2025
12. January 1, 2026 to March 31, 2026
13. April 1, 2026 to June 30, 2026
14. July 1, 2026 to September 30, 2026
15. October 1, 2026 to December 31, 2026
16. January 1, 2027 to March 31, 2027
17. April 1, 2027 to June 30, 2027
18. July 1, 2027 to September 30, 2027
19. October 1, 2027 to December 31, 2027
20. January 1, 2028 to March 31, 2028
21. April 1, 2028 to April 30, 2028

**Due No Later Than:**

- August 15, 2023  
November 15, 2023  
February 15, 2024  
May 15, 2024  
August 15, 2024  
November 15, 2024  
February 15, 2025  
May 15, 2025  
August 15, 2025  
November 15, 2025  
February 15, 2026  
May 15, 2026  
August 15, 2026  
November 15, 2026  
February 15, 2027  
May 15, 2027  
August 15, 2027  
November 15, 2027  
February 15, 2028  
May 15, 2028  
June 15, 2028

**Final Invoicing Periods\*:**

1. May 1, 2028 to June 30, 2028
2. July 1, 2028 to October 31, 2028

**Due no later than:**

- August 15, 2028  
December 15, 2028

*\*Note: Service delivery period ends April 30, 2028. The period of May 1, 2028 to October 31, 2028 is for completion of Local Evaluation Report and financial audit only.*

B. All grant 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 service period, April 30, 2028, and included on the final invoice

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

due no later than June 15, 2028. Project costs incurred after April 30, 2028 will not be reimbursed/eligible for contribution.

- C. The Final Local Evaluation Report is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1, 2028 to October 31, 2028 must be submitted during the Final Expenditure Periods, with the final invoice due no later than December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The financial audit is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the financial audit during the period of May 1, 2028 to October 31, 2028 must be submitted during the Final Expenditure Periods, with the final statement of expenditure due no later than December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- 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. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

**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

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

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 Cohort 3, 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/](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 statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

**5. PROMPT PAYMENT CLAUSE**

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



**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
  - 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 approve grantee expenditures 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**

<b>Budget Line Items</b>	<b>Grant Funds</b>
1. Salaries and Benefits	\$2,718,771
2. Services and Supplies	\$63,000
3. Professional Services	\$5,000
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$0
6. Equipment / Fixed Assets	\$65,000
7. Data Collection / Enhancement	\$2,500
8. Program Evaluation	\$30,000
9. Sustainability Planning	\$0
10. Other (include travel & training costs)	\$40,000
11. Financial Audit	\$0
<b>TOTALS</b>	<b>\$2,924,271</b>

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**General Terms and Conditions – GTC 04/2017**

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

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

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

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

- 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**

- 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 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: Proposition 64 PH&S Cohort 3 Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- D. Grantee shall immediately notify the BSCC if there is change in circumstances so that grantee no longer meets the eligibility criteria of the Proposition 64 PH&S Cohort 3 Program Request for Proposals. Grantee must immediately notify the BSCC if there is a change in grantee's nonprofit status or loss of good standing in the State of California (e.g., suspension or rescission of legal status by the Secretary of State for any reason, including but not limited to, failing to file forms, paying required fees, or making tax payments).

**2. GRANTEE ASSURANCES AND COMMITMENTS**

A. Compliance with Laws and Regulations

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

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposal and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

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

**3. POTENTIAL SUBCONTRACTORS**

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

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Prop 64 PH&S Grant Cohort 3 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

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

2) Access to Books and Records

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

**4. PROJECT ACCESS**

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



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**5. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2028). 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.
- 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
- 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 F of the original Proposal Package).

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**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: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

**8. TERMINATION**

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding, or approved modifications;
- 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement; and
- 4) if grantee no longer meets the criteria of an eligible applicant. A grantee no longer meets the criteria of an eligible applicant if grantee's nonprofit status changes or grantee is no longer in good standing with the State of California. A loss of good standing may include suspension or rescission of legal status by the California Secretary of State for any reason, including but not limited to, failing to file forms, pay required fees, or making tax payments.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

**9. SETTLEMENT OF DISPUTES**

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

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

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.

**10. WAIVER**

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

**APPENDIX A**  
**PROPOSITION 64 PH&S GRANT PROGRAM COHORT 3**  
**SCORING PANEL ROSTER**

	<b>Name</b>	<b>Title</b>	<b>Organization</b>
1	Guillermo Viera Rosa (Chair)	BSCC Board Member Director, Div. of Adult Parole	CA Department of Corrections and Rehabilitation
2	Devin Gray	Policy Research	Department of Cannabis Control – Policy and Research Division
3	Jim Keddy	Director	Youth Forward
4	Ata Khan	Planning Manager	City of Pomona – Development Services
5	Charles Smith	Commander	Department of Cannabis Control – Law Enforcement Division
6	America Velasco	Pre-Trial Services Coordinator	Solano County Superior Court

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 935-22**

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 EL DORADO**

2. The term of this Agreement is:

START DATE

**MAY 1, 2023**

THROUGH END DATE

**OCTOBER 31, 2028**

3. The maximum amount of this Agreement is:

**\$2,924,271.00**

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Proposition 64 PH&S Grant Program Cohort 3 Application for Funding	18
Appendix A	Proposition 64 PH&S Grant Program Cohort 3 Scoring Panel Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Funds (attached separately)	2

\* 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.)

**COUNTY OF EL DORADO**

CONTRACTOR BUSINESS ADDRESS

200 Industrial Drive

CITY

Placerville

STATE

CA

ZIP

95667

PRINTED NAME OF PERSON SIGNING

MONICA FERGUSON

TITLE

Chief Fiscal 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, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

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

SECTION I -  
APPLICANT  
INFORMATION

This section requires information about the applicant (County/City), grant funds being requested, proposed project synopsis and project officials.

Name of Applicant  
(Name County or  
City of Name)

**El Dorado County**

Tax Identification  
Number

**946000511**

Grant Funds  
Requested - Whole  
dollars only

**\$2,924,271**

Applicant's Physical  
Address

**330 Fair Lane  
Placerville  
California  
95667  
US**

Applicant's Mailing  
Address (if different  
than physical  
address)

n/a

Mailing Address For  
Reimbursement  
Payments

**El Dorado County Sheriff's Office  
200 Industrial Drive  
Placerville  
CA  
95667  
US**

Project Title

**Proposition 64 Grant**

Project Summary

**Due to the legalization of recreational cannabis in the state of California, the Sheriff's Office has decided to apply for Prop 64 grant funding. Our grant program will fund 2 Sheriff Deputies dedicated to the investigation and eradication of illegal marijuana and providing information to legal marijuana retailers. One part time grant manager and the creation of a 10 week Youth Citizens Academy that will support the health and wellbeing of our community's at-risk youth.**

Proposed Project  
County/City Size for  
Funding Distribution

**Small-sized county or a city within a small-sized county**

Project Purpose  
Areas (PPAs)

**PPA 3: Public Safety**

Lead Public Agency (LPA) Information      **This sub-section requires information about the governmental agency with local authority of or within the county or city that will be acting as the LPA. Additionally, this section requires names and 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 Officer with signing authority.**

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**Lead Public Agency (LPA)**      **El Dorado County Sheriff's Office**

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Project Director      **Jon DeVille**

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Project Director's Title      **Agency Chief Fiscal Officer**

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Project Director's Physical Address      **El Dorado County Sheriff's Office  
200 Industrial Drive  
Placerville  
California  
95667  
US**

---

Project Director's Mailing Address (if different than physical address)      *n/a*

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Project Director's Email Address      **devillej@edso.org**

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Project Director's Phone Number      **+15306215691**

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Financial Officer      **Monica Ferguson**

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Financial Officer's Title      **Sr. Administrative Analyst**

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Financial Officer's Physical Address      **El Dorado County Sheriff's Office  
200 Industrial Drive  
Placerville  
California  
95667  
US**

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Financial Officer's Mailing Address (if different than physical address)      *n/a*

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Financial Officer's Email Address      **fergusonm@edso.org**

Financial Officer's Phone Number **+15306217613**

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Day-To-Day Program Contact **Jesse Dacanay**

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Day-To-Day Program Contact's Title and Agency/Department/Organization **Sheriff's Sergeant**

---

Day-To-Day Program Contact's Physical Address **El Dorado County Sheriff's Office  
200 Industrial Drive  
Placerville  
California  
95667  
US**

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Day-To-Day Program Contact's Email Address **dacanayj@edso.org**

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Day-To-Day Program Contact's Phone Number **+15306216572**

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Day-To-Day Fiscal Contact **Summer Pinkston**

---

Day-To-Day Fiscal Contact's Title with Agency/Department/Organization **Administrative Analyst**

---

Day-To-Day Fiscal Contact's Physical Address **El Dorado County Sheriff's Office  
200 Industrial Drive  
Placerville  
California  
95667  
US**

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Day-To-Day Fiscal Contact's Email Address **pinkstons@edso.org**

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Day-To-Day Fiscal Contact's Phone Number **+15306215690**

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Name of Authorized Officer\* **Jon DeVille**

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I hereby certify I am **checked** 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.

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Date of Assurance **12/1/2022**

---

Authorized Officer's Title and Agency/Department **Chief Fiscal Officer, El Dorado County Sheriff's Office**

---

Authorized Officer's Physical Address **200 Industrial Drive  
Placerville  
California  
95667  
US**

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Authorized Officer's Email Address **devillej@edso.org**

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Authorized Officer's Phone Number **+15306215691**

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SECTION II - PROPOSAL ABSTRACT **The Proposal Abstract should provide a brief summary of the proposed project. This section will not be included in the rating of the proposal.**

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In an effort to better serve the community, the El Dorado County Sheriff's Office (EDSO) is pursuing Proposition 64 Public Health and Safety Grant funding for the purpose of: 1) hiring one (1) part time Grant Manager, (2) equivalent Deputy Sheriff's to enforce illegal marijuana cultivation, manufacturing and distribution laws and 2) creating a Youth Citizens Academy.

El Dorado County has been heavily burdened with the onset of illegal marijuana grow operations since medical marijuana became legal as part of the Compassionate Use Act, which was passed in 1996. Similarly, El Dorado County has experienced a significant increase in illegal activity relating to marijuana since recreational legalization was passed by voters in 2016. El Dorado County is considered to be a rural county and drug cultivation and manufacturing are more easily concealed than in urban or suburban areas due to the terrain and abundance of vegetation.

Our intention is to employ 2 full time Deputies who are well versed in the requirements related to Prop 64 and dedicated to proper compliance, enforcement, and education related to cannabis in El Dorado County. Additionally, these Deputies would collaborate with our specialized Narcotics unit who are exclusively trained in overt and covert narcotic operations and investigations. They would regularly perform enforcement activities and provide preventative efforts that will improve the welfare and protection of the general public.

The assigned Deputies will be working with EDSO staff to create an Youth Citizens Academy. At-risk youth in our community will be identified by local school districts and enrolled into our program. The program will provide mentorship, leadership, and promote healthy lifestyles and opportunities. It is our belief that at-risk youth are impressionable and can be influenced to better understand the detriments of marijuana use. Since the legalization of recreational cannabis, there has been a perception that cannabis is not as dangerous as once thought. As part of our educational outreach, the El Dorado County Sheriff's Office would help show our youth the potential health risks of cannabis use and abuse. By providing the appropriate resources to educate and administer the regulations of Prop 64 we believe that we will be able to impact the most vulnerable population for underage cannabis use.

The Proposal Narrative section must address the following Rating Factors- Project Need, the Project Description, and the Project Evaluation - as outlined in the Prop 64 Cohort 3 RFP Information Packet, beginning on page 18 of the Prop 64 Cohort 3 RFP Instruction Packet. Narrative in this section must clearly identify and delineate each Factor Section (i.e., Project Need, the Project Description, and the Project Evaluation) when responding. Sources cited must be included within Proposal Narrative or may be referenced within the optional RFP- Additional Information attachment . It is up to the applicant to determine how best to use the total character limit in addressing each section (i.e., Project Need, the Project Description, and the Project Evaluation) . However, the Applicant may use the percent of total point value for each section as a guide. The Rating Factors and weighted value are provided in the Prop 64 Cohort 3 RFP Instruction Packet (Page 15). The Project Work Plan must also be uploaded to this Section as it is rated under the Project Description Rating Factor (2.6).

Proposal Narrative

**Project Need:25%**

Due to the legalization of recreational cannabis in the state of California, the Sheriff's Office has recognized the direct risk this poses to overall public safety, specifically the impressionable youth. El Dorado County Sheriff's Office estimates 2,000 to 3,000 illegal grow operations exist in El Dorado County. The El Dorado County Sheriff's Office considers the health and wellbeing of our community's youth to be at risk, due to the abundance of marijuana within the county. As part of this grant program, our goal is to enhance our outreach efforts with the at-risk youth in our county. There is a need to increase efforts for eradication of illegal marijuana, providing oversight to legal marijuana retailers and supporting the welfare and wellbeing of our community's youth.

The El Dorado County Sheriff's Office has worked diligently to build and maintain strong working relationships with our local school districts and local youth groups, such as scouts and Boys and Girls Club. According to the High School Youth Risk Behavior Survey from the CDC and Health and Human Services in 2017, 38% percent of high school aged youth in the state of California have used marijuana at some point in their life; as opposed to 23% who have tried cigarettes. In fact, the market share for legal and illicit marijuana in the state of California is the largest in the nation. El Dorado County has a climate that is conducive for the cultivation of cannabis, with an estimated total of marijuana cultivation sites in the thousands. Because of this saturation, the early education, outreach and intervention with our young people is critical. Funding from this grant would allow us to provide a continued, cannabis focused education and outreach to our at-risk youth with a once a year 10 week academy focused on mentorship, leadership, career shadowing, life skills coaching, community service and substance use awareness.

The Sheriff's Office has a specialized Narcotics team made up of Detectives and Sergeants that are exclusively trained in overt and

covert narcotic operations and investigations, however, their attentions must be divided amongst all narcotic related activity throughout our expansive county. The allocation of two full time Deputy Sheriff's who are well versed in the regulations as related to Prop 64 will allow for proper oversight and administration of investigations and enforcement efforts. El Dorado County Sheriff's Office strives to be a leader in law enforcement and in the community by always maintaining our commitment to public safety. We always provide staff the best possible tools and resources they need to successful and efficient in their assignments. Our proposed program will be focused on the education and engagement of the youth in our community, particularly those at-risk populations and ensuring adequate personnel to enforce regulations related to Prop 64. For the extent of this grant, the funding from this grant would allow us to provide continued, cannabis focused education and outreach to our youth and enforcement activities.

**Project Description(50%):**

**Community Outreach & Education:**

The El Dorado County Sheriff's Office (EDSO) considers the health and wellbeing of our community's youth one of our top priorities. As part of this grant program, our goal is to continue our community outreach efforts with at-risk youth in our county. The El Dorado County Sheriff's Office plans to create a once a year 10 week Youth Citizens Academy composed of two focus areas:

1) Influencing at-risk youth to not consume marijuana and marijuana products.

We believe youth are an impressionable group. Informing the at-risk participants how marijuana use negatively impacts the brain and body, we believe, is going to be an effective approach. Anti-marijuana and anti-vaping messaging will be reinforced through the dissemination of materials outlining detriments of marijuana use, refusal skills and recognition of peer attitudes.

2) Provide mentorship, leadership, career development, and substance use awareness to the participants in order to increase their protective factors and decrease their negative influences.

According to the High School Youth Risk Behavior Survey from the Centers For Disease Control and Prevention (CDC) and Health and Human Services in, 2017 thirty-eight percent (38%) of high school aged youth in the state of California have used marijuana at some point in their life; as opposed to twenty three percent (23%) who have tried cigarettes. In fact, the market share for legal and illicit marijuana in the state of California is the largest in the nation. El Dorado County has a climate that is conducive for the cultivation of cannabis. EDSO Narcotics Detectives estimate that we have an estimated two thousand (2,000) to three-thousand (3,000) individual illegal grow sites in the County. Therefore, there is an abundance of marijuana circulating throughout the County and our youth are at risk of being exposed to the drug. Early education, outreach and intervention with our

young people is going to be critical. Since the legalization of recreational cannabis in the state of California, there has been a perception that cannabis must not be as dangerous as once thought.

An accentuation of our program will be to send a message to our youth that legalization does not mean the drug is harmless. As part of our educational outreach, the El Dorado County Sheriff's Office will help show our youth the potential health risks of cannabis use and abuse. We would work to debunk the myths that cannabis is an all-organic, natural product that cannot harm our young people. Furthermore, a growing concern amongst the youth in our community is the use of vaping devices. Aside from the risk to lung tissue, uncertain chemical makeup of flavoring ingredients and ease of use, the concentration of the psychoactive compound tetrahydrocannabinol associated with vaping is alarmingly dangerous. Throughout the County, EDSO personnel are observing widespread use of vape cartridges or "dabs" amongst the youth population. A significant part of our education and outreach efforts will be centered around the dangers associated with "vaping" or "dabbing". We will be discussing the dangers this harmful activity has on young people and will invest time in exposing the lies told by advertisers.

With the ever changing cannabis laws in the state of California, we plan on using education as a means of diversion for our youth. This program will cover health risks caused by the underage use of cannabis, the negative impacts of use and abuse and that poor decisions resulting in negative consequences at school can cause greater impacts on success and lifestyle as the student enters adulthood. Our continued goal is to help provide our youth with skills and knowledge to build the competencies needed to become successful adults. As part of our mentorship based efforts, the El Dorado County Sheriff's Office will work to teach the signs, symptoms and warning signs to look for with underage cannabis use. We will address product sources both from licensed commercial establishments in the county and illicit sources in the county. We will address labeling and youth-targeted product packaging and branding in our county.

#### **Enforcement Activities:**

El Dorado County has a large amount of illegal commercial marijuana cultivation sites. Due to the sophisticated level of illegal activity, oftentimes, many of these illegal marijuana grows can be time consuming to locate. Funding from this grant will allow El Dorado County Sheriff's Office to provide the time, resources, equipment, and technology needed to locate illegal marijuana cultivation sites, identify those responsible and hold them accountable. By dedicating two full time equivalent Deputy Sheriff's who are well adept in the regulations related to Prop 64 we will primarily focus on the following areas for enforcement efforts:

- 1) Document compliance that code enforcement finds at legal marijuana retailers and manufacturers. Provide education materials to legal retailers.

Personnel assigned to this program will provide assistance and shadow regular compliance checks to those permitted legal marijuana retailers and grow sites. Because this program is new statewide, it is important to establish expectations for performance standards and positive relationships with retailers early on.

**Education of appropriate practices and regulations related to Prop 64 will be vital to the success of this program. By doing so, we are making our best effort in providing appropriate information and support for marijuana growers to be compliant. This will better enable us to hold those who acting outside of these regulations accountable.**

**2) Total enforcement on illegal marijuana cultivation, manufacture, and distribution.**

**In collaboration with other county agencies, we are committed to eradicating any illegal marijuana grown within the county and holding those responsible parties accountable. Illegal marijuana grows pose a direct threat to the safety and security of the public and to the natural environment.**

**The assigned Deputies will work closely with the Sheriff's Office Narcotics unit to perform illegal marijuana eradication operations as needed. Marijuana grow operations are complex in nature and require a significant amount of planning and resources to complete them safely and successfully. These operations typically require an aerial view of the property obtained by aircraft. Access to an aircraft may be limited and costly and is not always readily available to the Sheriff's Office. An aerial view aids in the ability to create an appropriate plan, obtain necessary resources and safely execute an operation. Deputies will work to provide preventative efforts and protection of the public from dangers affecting safety such as crimes, disasters, or impacts due to the legalization of cannabis. Identified illegal marijuana sites will require our two assigned Deputies to conduct a thorough investigation, including proper execution of a search warrant, a report on the property, and any associated persons related to that marijuana grow. Depending on the size and characteristics of the illegal marijuana grow, there may be an additional need for Sheriff's Office personnel or resources.**

**El Dorado County Code Enforcement often accompanies the Sheriff's Office in serving illegal marijuana cultivation warrants as many have unpermitted structures and/or illegal grading. Other agencies that may be contacted to assist in assessment or disposal are Environmental Management and El Dorado County Hazardous Material. Search warrants often include verbiage to safely destroy marijuana in excess of 10 pounds. Excess marijuana is cut down, placed in the rear of a truck, and taken to a waste facility which charges a fee to discard the marijuana. Additionally, specialized tools are necessary to complete these operations such as uniforms, gloves, cutting tools, all terrain vehicles, first aid kits, breaching equipment, long distance scopes, specialized rifles, large trucks (preferably with a dump bed), hydration and other miscellaneous items. Enforcement activities in this capacity target the eradication of the marijuana, cannabis delivery compliance, water storage issues; fire protection; fuel mitigation and/or fuel reduction and improve the welfare and protection of the general public.**

**Project Evaluation (15%):**

**The Sheriff's Office Fiscal Division will be responsible for the**

**administration of grant funding, project management and gathering the financial information for reporting purposes. Our Operations Division will carry out day to day functions related to education and enforcement activities for grant funding. The two Deputy Sheriff's assigned to Prop 64 will collaborate with the Grant Manager to establish measurables and learning outcomes related to the "Youth Citizens Academy". The two assigned Deputies will be responsible reporting on their activities to the assigned grant manager. The assigned grant manager will gather, track, and document the data required for performance measures through the ArcGIS software platform. This individual will also enter all the data into BSCC's performance measurement reporting tool on a quarterly basis. We plan to hire a third party to assist in the Local Evaluation Plan and Local Evaluation report.**

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## Prop 64 PH&S Grant Program Project Work Plan

Applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, responsible parties for those activities and services, and estimated timelines. 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. As this grant term is for five (5) years, the Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. Include data and sources that will be used to measure project outcomes.

Applicants must use the Project Work Plan provided below. You will be prompted to upload this document to the BSCC-Submittable Application.

<b>(1) Goal:</b>	<b>&gt; Increase enforcement efforts and enhance overall public safety related to legalization of cannabis</b>		
Objectives (A., B., etc.)	> A. Perform enforcement activities that improve the welfare and safety of the general public from crimes, disasters, or impacts due to the legalization of cannabis. B. Provide education materials to legal retailers		
Process & Outcome Measures:	> 100% retailer contact and education within county jurisdiction, 100 code enforcement inspection shadows, 100 ground/aerial surveillances, 50,000 illegal marijuana plants eradicated, 20 subsequent law enforcement investigations		
Project activities/services that support the identified goal and objectives: > Educate legal retailers, shadow code enforcement for compliance checks, ground/aerial surveillance, and unlicensed grow investigations and/or eradications	Responsible staff/ partners	Timeline	
	> EDSO assigned deputies	Start Date > 5/1/23	End Date > 4/30/28
List data and sources to be used to measure outcomes: > We will use our arcGIS database to document, track, and analyze our collected data on investigations and retailer interactions			
<b>(2) Goal:</b>	<b>&gt; Implement a Youth Citizens Academy</b>		
Objectives (A., B., etc.)	> A. Provide information to at-risk youth in our community regarding the detriments of marijuana use. B. Provide mentorship, leadership, career development, and substance use awareness to the participants in order to increase their protective factors and decrease their negative influences.		
Process & Outcome Measures:	> At least 15 participants enrolled, 30 academy classes, 10 career counseling, 10 lifeskill coaching, 5 community service events, 50 social media interactions		
Project activities/services that support the identified goal and objectives: > Pro-social activities, lifeskills coaching, career shadowing, community service, mental health information, substance use awareness	Responsible staff/ partners	Timeline	
	> EDSO Grant Manager	Start Date > 5/1/23	End Date > 4/30/28
List data and sources to be used to measure outcomes: > We will use our arcGIS database to document, track, and analyze our collected data (entrance/exit assessments for individual participants, surveys before and after each academy class).			
<b>(3) Goal:</b>	<b>&gt;</b>		
Objectives (A., B., etc.)	>		
Process & Outcome Measures:	>		
Project activities/services that support the identified goal and objectives: >	Responsible staff/ partners	Timeline	
		Start Date	End Date



	>	>	>
List data and sources to be used to measure outcomes: >			
<b>(4) Goal:</b>	>		
Objectives (A., B., etc.)	>		
Process & Outcome Measures:	>		
Project activities/services that support the identified goal and objectives: >	Responsible staff/ partners	Timeline	
		Start Date	End Date
	>	>	>
List data and sources to be used to measure outcomes: >			

**Request for Proposals Section IV: Project Budget and Budget Narrative**

**Proposition 64 Grant Program Cohort 3**      **Applicant:** El Dorado County

**Project Budget: Enter estimated costs for reimbursement for the full five (5) year grant term.**

*Note: This top table will auto-populate based on the information entered in the sections below.*

Budget Line Item	Grant Funds
1. Salaries and Benefits	\$2,718,771
2. Services and Supplies	\$63,000
3. Professional Services	\$5,000
4. Non-Governmental Organizations (NGO) Contracts	\$0
5. Equipment / Fixed Assets	\$65,000
6. Data Collection / Enhancement	\$2,500
7. Program Evaluation	\$30,000
8. Sustainability Planning	\$0
9. Other (include any travel and/or training costs)	\$40,000
10. Financial Audit ( <i>Up to \$25,000 may be allocated for an end of project financial audit.</i> )	\$0
11. Indirect Costs/Administrative Overhead ( <i>Costs may be charged at an amount not to exceed ten percent (10%) of the actual total direct project costs.</i> )	\$0
<b>TOTAL</b>	<b>\$2,924,271</b>

1. Salaries and Benefits		
Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Grant Funds
Example (Hourly): Fiscal Manager	\$60/hour x 10 hours/month x 3 years = \$21,600 + benefits @ 22% = \$4,752	\$26,352
Example (FTE): Counselor	.25 FTE @ \$60,000 x 3 years = \$45,000	\$45,000
(Hourly) Deputy Sheriff X 2	For 5 years = Hourly rate + incentives + benefits = \$1,233,373 x 2 deputies = \$2,466,746	\$2,466,746
(Hourly) Grant Manager Part Time	\$30.14/hr x 960hrs/yr x 5 years + employer portion = \$152,025	\$152,025
Additional Staff - various rates and hours as needed	Overall pool not to exceed \$100,000	\$100,000
<b>TOTAL</b>		<b>\$2,718,771</b>

**Salaries and Benefits Narrative:**

The salaries and benefits budget includes 2 Deputy Sheriff's dedicated to proper compliance, enforcement, and education related to cannabis in El Dorado County. They would regularly perform enforcement activities and provide preventative efforts that will improve the welfare and protection of the general public:

Deputy Sheriff = reg \$48.46 x 2080hrs/per yr wth 3% increase/yr for 5 years: \$100,797, \$103,834, \$106,933, \$110,136, \$113,443 = \$535,143  
 Incentives- Education/POST/etc = 27.5% of reg wage for 5 years = \$27,719, \$28,554, \$29,407, \$30,287, \$31,197 = \$147,164  
 Uniform Allowance \$800 annually for 5 years = \$800 x 5 = \$4,000  
 OT 120hrs per year for 5 years = \$90.74x120-\$10,888, \$93.58x120-\$11,230, \$96.48x120-\$11,576, \$99.46x120-\$11,935, \$102.54x120-\$12,305= \$57,934  
 PERS/Retirement per year for 5 years = \$51,441, \$52,144, \$52,862, \$53,603, \$54,369 = \$264,419  
 Medicare per year for 5 years= \$1,863, \$1,920, \$1,977, \$2,036, \$2,097 = \$9,893  
 Health 3% increase/yr for 5 yrs= \$30,007, \$30,907, \$31,834, \$32,789, \$33,773 = \$159,310  
 15% unemployment (up to \$7,000) for 5 years = \$1,050 x 5 = \$5,250  
 Workers Comp/yr for 5 yrs = \$10,052 x 5 = \$50,260  
 Total for 1 Deputy = \$1,233,373 x 2 deputies = \$2,466,746 for 2 Deputies

1 allocation for a part time Grant Manager to oversee all grant staff, activities, deadlines, data, and events:  
 Hourly Wage= reg \$30.14 x 960 hrs = \$28,935 x 5yrs = \$144,675  
 Medicare per year for 5 years= \$420 x 5 = \$2,100  
 15% unemployment (up to \$7,000) for 5 years = \$1,050 x 5 = \$5,250  
 Total= \$152,025

The salaries and benefits budget includes other deputies, detectives, sergeants, assigned staff, and school resource officers that complete tasks or duties specific to El Dorado County Sheriff's Office Proposition 64 Grant. Our assigned 2 Deputies will require assistance for safety reasons on some investigations, or events, directly connected to our project:  
 Overall pool of \$100,000 for extra help of EDSO staff and Deputies all at various rates.



**4. Non-Governmental Organizations (NGO) Subcontracts**

Description of Subcontract	Calculation for Expenditure	Grant Funds
Example: NGO Contract- To be identified	Cannabis Prevention Classes \$150 x 24 classes per year (x 5 years)	\$18,000
N/A	N/A	\$0
<b>TOTALS</b>		<b>\$0</b>

**Non-Governmental Organizations (NGO) Subcontracts Narrative:**

N/A

**5. Equipment/Fixed Assets**

Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds
Example: Purchase of Vehicle	4x4 Truck and tow package as available (Market Value)	\$85,000
Purchase of ATV x 2	4X4 All Terrain Vehicles at market value as available \$12,500/ATV x 2 =\$25,000	\$25,000
Purchase Getac Tablets x 2	\$5,000/Getac x 2 for each assigned Deputy	\$10,000
Night Vision Binocular and/or Minocular x 2	\$15,000/ Binocular and/orMinocular x 2 for each assigned Deputy for full 5 years	\$30,000
<b>TOTALS</b>		<b>\$65,000</b>

**Equipment/Fixed Assets Narrative:**

Outfit 2 All-Terrain Vehicle (ATV 4x4) with appropriate equipment necessary for enforcement and eradication purposes in rural areas.  
 Getac tablets x 2  
 Night Vision Binocular and/or minocular x 2

**6. Data Collection / Enhancement**

Description	Grant Funds

Example: Data ad hoc reporting and upgrades for BSCC Quarterly Progress Report measures	\$10,329
ArcGIS software license for survey creation and data analysis	\$2,500
<b>TOTAL</b>	<b>\$2,500</b>

**Data Collection / Enhancement Narrative:**

arcGIS: License for software that supports creation and completion of surveys to track officer activities related to the Proposition 64 Grant. Exports into various formats, performs analysis and summarizes data for reporting.

<b>7. Program Evaluation</b>	
Description	Grant Funds
Example: Contract with ABC Researchers to develop Evaluation Plan, Final Report, and assist with Quarterly Progress Reports	\$25,750
Contract with 3rd Party Company to assist with quarterly data evaluation, Evaluation Plan, Final Report, and Quarterly Progress Reports	\$30,000
<b>TOTAL</b>	<b>\$30,000</b>

**Program Evaluation Narrative:**

Contract with 3rd Party Company to assist with quarterly data evaluation, Evaluation Plan, Final Report, and Quarterly Progress Reports

<b>8. Sustainability Planning</b>	
Description	Grant Funds
Example: Room rental for quarterly strategic planning meeting for community & gov't partners to continue services post-award.	\$8,575
N/A	\$0

<b>TOTAL</b>	<b>\$0</b>
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**Sustainability Planning Narrative:**

N/A

**9. Other (Travel, Training, etc.)**

Description	Calculation for Expense	Grant Funds
Example: Training Classes for Enforcement Officers	\$2,500/partipant x 3 participants; includes training costs, travel, and per diem.	\$7,500
Training for grant Deputies	\$3,000/participant x 2 Deputies for 5 years; includes training costs, travel, and per diem	\$30,000
Training for grant staff	\$1,000/participant x 2 additional grant staff for 5 years; includes training costs,travel, and per diem	\$10,000
<b>TOTAL</b>		<b>\$40,000</b>

**Other (Travel, Training, etc.) Narrative:**

Training: All costs (travel, training, registration, per diem) to attend anti-drug and/or marijuana training opportunites in order to benefit our project by providing support to our proposition 64 goals, increase new outreach ideas for our gant staff, and increase knowledge relevant to cannabis use, prevention, and enforcement. This also includes additional training for our sworn grant staff for any undercover operations, tactical response, vehicle investigations, drug abuse recognition.

**10. Financial Audit**

Description	Grant Funds
Example: Contract with XYZ Certified Public Accountant to provide final fiscal audit	\$25,000
N/A	\$0
<b>TOTAL</b>	<b>\$0</b>

**Financial Audit Narrative:**

N/A

**11. Indirect Costs**

Description: Indirect costs may be charged at an amount not to exceed ten percent (10%) of the actual total direct project costs.	Grant Funds
<b>N/A</b>	<b>\$0</b>

**Indirect Costs Narrative:**

N/A



# PLANNING AND BUILDING DEPARTMENT

## DIRECTOR'S OFFICE

[www.edcgov.us/Government/Planning](http://www.edcgov.us/Government/Planning)

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(530) 542-9082 Fax

December 1, 2022

Board of State and Community Corrections  
Corrections Planning and Grant Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833  
Attn: Proposition 64 Grant - Letter of Commitment

The El Dorado County Planning and Building Department strongly supports the El Dorado County Sheriff's Office application for funding to expand the enforcement of laws related to the legalization of recreational cannabis and enforcement activities that improve the welfare and protection of the general public. My office has been made aware that the Sheriff's Office is pursuing funding for purpose of: 1) hiring one (1) part time Grant Manager, two (2) full time equivalent Deputy Sheriff's to enforce illegal marijuana cultivation, manufacturing and distribution laws, and 2) creating a Youth Citizens Academy. Funding from this grant will allow El Dorado County Sheriff's Office to provide the time, resources, research, and technology needed to locate illegal marijuana cultivation sites, identify those responsible and hold them accountable.

El Dorado County Code Enforcement often accompanies the Sheriff's Office in serving illegal marijuana cultivation warrants as many have unpermitted structures and/or illegal grading. Other agencies that may be contacted to assist in assessment of environmental impact or proper disposal are Environmental Management and El Dorado County Hazardous Material. Enforcement activities in this capacity target the eradication of the marijuana, cannabis delivery compliance, water storage issues; fire protection; fuel mitigation and/or fuel reduction. These preventative efforts provide protection for public from dangers affecting safety such as crimes, disasters, or impacts due to the legalization of cannabis.

Should this project be funded it is anticipated that it will achieve the objectives: 1) Increase enforcement efforts and enhance overall public safety related to the legalization of cannabis; 2) Implement a Youth Citizens Academy to provide mentorship, leadership, career development, and substance use awareness in order to increase at-risk youth protective factors and decrease their negative influences.

Sincerely,

Karen L. Garner, Director  
Planning and Building Department

**APPENDIX A**  
**PROPOSITION 64 PH&S GRANT PROGRAM COHORT 3**  
**SCORING PANEL ROSTER**

	<b>Name</b>	<b>Title</b>	<b>Organization</b>
1	Guillermo Viera Rosa (Chair)	BSCC Board Member Director, Div. of Adult Parole	CA Department of Corrections and Rehabilitation
2	Devin Gray	Policy Research	Department of Cannabis Control – Policy and Research Division
3	Jim Keddy	Director	Youth Forward
4	Ata Khan	Planning Manager	City of Pomona – Development Services
5	Charles Smith	Commander	Department of Cannabis Control – Law Enforcement Division
6	America Velasco	Pre-Trial Services Coordinator	Solano County Superior Court



## APPENDIX B

### CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT FUNDS

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program Cohort 3 Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S Cohort 3 funds. The RFP describes these requirements as follows:

The Prop 64 PH&S Grant Program Cohort 3 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 Grant Program Cohort 3 funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S Grant Program Cohort 3 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 (i.e., December 1, 2022) 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.

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

**APPENDIX B  
 CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING  
 PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT FUNDS**

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

**Grantee:** County of El Dorado

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Prop 64 PH&S Grant Program Cohort 3 RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

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

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

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