

Monterey County

Board of Supervisors Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901



Meeting Agenda - Final

Budget Workshop

Tuesday, April 5, 2022

9:00 AM

<https://montereycty.zoom.us/j/224397747>

Board of Supervisors

Chair Supervisor Mary L. Adams - District 5

Vice Chair Supervisor Luis A. Alejo - District 1

Supervisor John M. Phillips - District 2

Supervisor Chris Lopez - District 3

Supervisor Wendy Root Askew - District 4

Important Notice Regarding COVID 19

Based on AB361 and recommendation of the Monterey County Health Officer, in order to minimize the spread of the COVID 19 virus, please do the following:

1. While the Board chambers remain open, you are strongly encouraged to observe the live stream of the Board of Supervisors meetings at <https://monterey.legistar.com/Calendar.aspx>, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV or <https://www.facebook.com/MontereyCoInfo/>

If you attend the Board of Supervisors meeting in person, it is recommended to maintain appropriate social distancing, i.e., maintain a 6-foot distance between yourself and other individuals.

2. If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in two ways:

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@co.monterey.ca.us. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

b. you may participate through ZOOM. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/224397747>

OR to participate by phone call any of these numbers below:

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US

Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

Aviso importante sobre COVID 19

Según AB361 y la recomendación del Oficial de Salud del Condado de Monterey, para minimizar la propagación del virus COVID 19, haga lo siguiente:

1. Mientras las cámaras de la Junta permanezcan abiertas, se le recomienda encarecidamente que observe la transmisión en vivo de las reuniones de la Junta de Supervisores en <https://monterey.legistar.com/Calendar.aspx>, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV o <https://www.facebook.com/MontereyCoInfo/>

Si asiste a la reunión de la Junta de Supervisores en persona, se recomienda mantener un distanciamiento social adecuado, es decir, mantener una distancia de 6 pies entre usted y otras personas.

2. Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer comentarios del público en general, o comentar sobre un tema específico de la agenda, puede hacerlo de dos maneras:

Envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al Secretario a identificar el ítem de la agenda relacionado con su comentario público, por favor indique en la Línea de Asunto, el cuerpo de la reunión (es decir, la Agenda de la Junta de Supervisores) y el número del ítem (es decir, el Ítem No. 10). Su comentario se colocará en el registro en la reunión de la Junta.

B. puede participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: <https://montereycty.zoom.us/j/224397747>

O para participar por teléfono llame a cualquiera de los siguientes números:

+1669900 6833 EE. UU. (San José)

+ 1346248 7799 EE. UU. (Houston)

+1312626 6799 EE. UU. (Chicago)

+1929205 6099 EE. UU. (Nueva York)

+1 253215 8782 EE. UU.

+1 301 715 8592 EE. UU.

Ingrese este número de identificación de la reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un código de participante, simplemente presionará # nuevamente después de que la grabación le indique.

Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se le une el audio de la computadora, levante la mano; y por teléfono, presione * 9 en su teclado.

The Board of Supervisors welcomes you to its meetings, which are regularly scheduled each Tuesday. Your interest is encouraged and appreciated. Meetings are held in the Board Chambers located on the first floor of the Monterey County Government Center, 168 W. Alisal St., Salinas, CA 93901.

As a courtesy to others, please turn off all cell phones and pagers prior to entering the Board Chambers.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Clerk of the Board Office.

CEREMONIAL/APPOINTMENTS/OTHER BOARD MATTERS: These items may include significant financial and administrative actions, and items of special interest, usually approved by majority vote for each program. The regular calendar also includes "Scheduled Items," which are noticed hearings and public hearings.

CONSENT CALENDAR: These matters include routine financial and administrative actions, appear in the supplemental section by program areas, and are usually approved by majority vote.

TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Walk to the podium and wait for recognition by the Chair. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair, with equal time allocated to opposing sides of an issue insofar as possible. Allocated time may not be reserved or granted to others, except as permitted by the Chair. On matters for which a public hearing is required, please note that a court challenge to the Board's action may be limited to only those issues raised at the public hearing or in correspondence delivered to the Board at or before the public hearing.

TO ADDRESS THE BOARD DURING PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item and may comment when the Chair calls for general public comment for items that are not on the day's agenda. The timing of public comment shall be at the discretion of the Chair.

DOCUMENT DISTRIBUTION: Documents related to agenda items that are distributed to the Board less than 72 hours prior to the meeting shall be available for public inspection at the Clerk of the Board Office, 168 W. Alisal Street, 1st Floor, Salinas, CA. Documents distributed to the Board at the meeting by County staff will be available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.

INTERPRETATION SERVICE POLICY: The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the Monterey County Government Center, 168 W. Alisal St., Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.

La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un interprete, por favor comuníquese

con la oficina de la Asistente de la Cámara de Supervisores localizada en el Centro de Gobierno del Condado de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete. Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

All documents submitted by the public must have no less than ten (10) copies.

The Clerk of the Board of Supervisors must receive all materials for the agenda packet by noon on the Tuesday one week prior to the Tuesday Board meeting.

Any agenda related writings or documents distributed to members of the County of Monterey Board of Supervisors regarding any open session item on this agenda will be made available for public inspection in the Clerk of the Board's Office located at 168 W. Alisal St., 1st Floor, Salinas, California. during normal business hours and in the Board Chambers on the day of the Board Meeting, pursuant to Government Code §54957.5

NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to the corresponding Board Report.

PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.

Pursuant to AB361 some or all Supervisors may participate in the meeting by telephone or video conference.

9:00 A.M. - Call to Order

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Approval of Consent Calendar – (See Supplemental Sheet)

General Public Comments

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

Budget Workshop

1. Board Chair Opening Statement.
2. County Administrative Officer Opening Statement.
3. Receive the Fiscal Year 2022-23 Board of Supervisors' Budget Workshop Presentation.

Attachments: [Board Report](#)
 [General Financial Policies FY 2022-23](#)
 [Budget Workshop Presentation](#)

DEPARTMENT BUDGET PRESENTATIONS

Finance & Administration

4.
 - a. Auditor-Controller
 - b. County Administrative Office (IGLA)
 - c. Civil Rights Office
 - d. County Counsel
 - e. Human Resources

Attachments: [Auditor-Controller Presentation](#)
[CAO-IGLA Presentation](#)
[Civil Rights Office Presentation](#)
[County Counsel Presentation](#)
[Human Resources Presentation](#)

Land Use & Environment

5.
 - f. Housing and Community Development

Attachments: [Housing and Community Development Presentation](#)

Health & Human Services

6.
 - g. Health Department
 - h. Social Services

Attachments: [Health Department Presentation](#)
[Social Services Presentation](#)

Recreation & Education

7.
 - i. Public Works, Facilities, & Parks

Attachments: [Public Works, Facilities, & Parks Presentation](#)

Public & Safety/Criminal Justice

8.
 - j. Public Defender
 - k. District Attorney
 - l. Sheriff's Office

Attachments: [Public Defender Presentation](#)
[District Attorney Presentation](#)
[Sheriff's Office Presentation](#)

12:00 P.M. - Closed Session

Additions and Corrections for Closed Session by County Counsel

County Counsel will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Closed Session**9. Closed Session under Government Code section 54950, relating to the following items:**

- a. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Administrative Officer.
- b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) County of Monterey dba Natividad Medical Center, et al. v. Kaiser Foundation Health Plan, et al. (Monterey County Superior Court case no. 19CV001823)
- c. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.
- d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

Public Comments for Closed Session**The Board Recesses to lunch for Closed Session Agenda Items**

Closed Session may be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting, before or after the scheduled time, announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

1:30 P.M. - Reconvene**Roll Call****DEPARTMENTAL BUDGET PRESENTATIONS (continued if needed)****Public Comment****Board Discussion and Direction****Other Board Matters**

Referral Responses

10. Receive a preliminary analysis report in response to ***Board Referral No. 2022.10*** requesting the County Librarian bring forward, as part of our annual budget, consideration for the County to contribute to the new Library/Community Center in the City of Gonzales.

Attachments: [BoardReport](#)
 [Ref No 2022.10 \(Lopez\) Gonzlaes Library](#)

11. Receive a preliminary analysis report in response to ***Board Referral No. 2022.12 - Strategic Grant Services Program Capacity.***

Attachments: [Board Report](#)
 [Ref No 2022.12 Grant Program](#)
 [Exhibit A - Response Options](#)

Read Out from Closed Session by County Counsel

Read out by County Counsel will only occur if there is reportable action(s).

Adjournment

Supplemental Sheet, Consent Calendar**Criminal Justice**

- 12.** Adopt Resolution to:
- a. Ratify the submittal of a grant application by the Monterey County Public Defender to the Board of State and Community Corrections (BSCC) for the Public Defense Pilot Program Grant in the amount of \$525,757 for funding of Resentencing Advocacy and Youthful Offenders project (RAY);
 - b. Authorize the Public Defender or Assistant Public Defender to execute the Grant Agreement with BSCC, accepting a Public Defense Pilot Program Grant award for a total grant amount of \$525,757, for deploying and implementing a RAY project for the grant period March 1, 2022 through March 1, 2025; and
 - c. Approve the delegation and authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period; and
 - d. Approve an increase in appropriations and estimated revenues of \$525,757 for Public Defender Budget Unit 001-2270-PUB001-8169 in the FY 2021-22 Adopted Budget (4/5ths vote required); and
 - e. Authorize and direct the Auditor Controller's Office to incorporate approved appropriation and estimated revenue modifications to the FY 2021-22 Adopted Budget, and the County Administrative Office to reflect these approved changes in the FY 2022-23 Recommended Budget on June 2-3, 2022. (4/5ths vote required).

Attachments: [Board Report](#)
 [Resolution BSCC PublicDefensePilotProgram RAY](#)
 [FY21-22_FY24-25.docx](#)
 [Public Defense Pilot Program Grant Agreement BSCC](#)
 [FY21-22_FY24-25.pdf](#)

- 13.** Adopt Resolution to authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget to increase appropriations and revenues \$637,000 for Public Defender Budget Unit 001-2270-PUB001-8169 financed by a previously awarded Board of State and Community Corrections (BSCC) Indigent Defense Grant to develop the Attorney and Case Management Enhancement project (ACME). (4/5ths vote required)

Attachments: [Board Report](#)
 [Resolution BSCC Indigent Grant FY2022.docx](#)
 [Indigent Defense Grant Application.pdf](#)



Monterey County

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 22-305

April 05, 2022

Introduced: 3/29/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Board Chair Opening Statement.



Monterey County

Item No.2

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 22-289

April 05, 2022

Introduced: 3/24/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

County Administrative Officer Opening Statement.



Monterey County

Item No.3

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 22-273

April 05, 2022

Introduced: 3/21/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive the Fiscal Year 2022-23 Board of Supervisors' Budget Workshop Presentation.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive an update on budget development as part of the Board of Supervisors' Fiscal Year 2022-23 Budget Workshop;
- b. Receive an update on the County's General Financial Policies; and
- c. Provide direction to staff.

SUMMARY/DISCUSSION:

On March 8, 2022, the County Administrative Office (CAO) presented the countywide financial forecast to the Board of Supervisors (Board). The forecast indicates continued growth in discretionary revenues. However, revenue growth is not sufficient to keep up with increased costs of doing business. Rising pension contributions, increased salaries, increased employee health insurance costs, higher workers' compensation and general liability program expenditures, and formulaic increases in general fund subsidies lead to an estimated funding gap of \$18.2 million next fiscal year, growing to \$26.4 million by FY 2024-25.

Since the forecast, departments have submitted their requested budgets for next fiscal year, including initial "baseline" plans of operations if increased County contributions are not available. Staff in the County Administrative Office are analyzing the baseline budgets to better understand each department's operational needs and implications to services. These preliminary baseline budgets identify staffing-related funding gaps for continuing 77.68 positions, including 26.88 filled positions and 50.8 vacancies.

Departments submitted augmentation requests totaling \$36.2 million to address funding gaps and, in some cases, to add new staff or enhance programs. The augmentations include:

- \$3.9 million to keep filled positions,
- \$7.1 million to preserve vacancies,
- \$7.1 million to support current non-personnel operating costs (travel expenses, building maintenance, etc.),
- \$5.7 million for expansion of services,
- \$4.5 million for 38 new positions,
- \$3.6 million for capital spending, and
- \$4.2 million for contributions to other funds (\$1.8 million from the General Fund, \$2.4 million

from the Pajaro Sanitation District).

As indicated during the March 8, 2022, Board meeting, all ongoing discretionary revenue has been allocated to departments so there is no ongoing revenue to fund these requests. During the April 5, 2022, Board budget workshop, the Board will receive information and perspectives on the developing budget for next fiscal year, including presentations from Department Heads. Direction provided in the workshop will be incorporated into the Recommended Budget scheduled to be presented for consideration during the annual budget hearings commencing on June 1, 2022.

Update to the General Financial Policies

The Government Finance Officers Association (GFOA) recommends as a best practice that governing bodies maintain financial policies for annual budget development and financial oversight. This year's update to the financial policies includes minor revisions throughout to make the document more consistent.

OTHER AGENCY INVOLVEMENT:

Development of the Recommended Budget is a collaborative effort between the County Administrative Office and all County departments, with overall direction provided by the Board of Supervisors. This workshop was preceded by a budget workshop with Department Heads on March 25, 2022. The Budget Committee received the financial policies update on March 30, 2022.

FINANCING:

Receipt of this report do not specifically impact the budget. However, feedback received in the workshop will help shape the overall approach in developing the budget for next fiscal year.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The budget workshop supports the Board's strategic initiative to promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency. An important objective of this strategic initiative is achieving a balanced budget that sustains core services and efficiently allocates resources. The annual budget workshop helps fulfill this objective.

☐ Economic Development
☒ Administration
☐ Health & Human Services
☐ Infrastructure
☐ Public Safety

Prepared by: Ezequiel Vega, County Budget Director, ext. 3078

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309

Attachments: Attachment A: FY 2022-23 General Financial Policies; Attachment B: Budget Workshop Presentation



Monterey County

Board Report

Legistar File Number: 22-273

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

April 05, 2022

Introduced: 3/21/2022

Version: 1

Current Status: Agenda Ready

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- ☐ Economic Development
- ☒ Administration
- ☐ Health & Human Services
- ☐ Infrastructure
- ☐ Public Safety

Prepared by: Ezequiel Vega, County Budget Director, ext. 3078

DocuSigned by:

Ezequiel Vega
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Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309

DocuSigned by:

Dewayne Woods
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Attachments: Attachment A: FY 2022-23 General Financial Policies; Attachment B: Budget Workshop Presentation

COUNTY OF MONTEREY



GENERAL FINANCIAL POLICIES

Fiscal Year 2022-23

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1. PURPOSE AND BACKGROUND

The stewardship of public funds is one of the most significant responsibilities given to the officials and managers of the County of Monterey (County). The development and maintenance of prudent financial policies enable County officials to protect public interests, ensure transparency, and build trust. Financial policies define a shared understanding of how the County develops its financial practices and manages its resources to provide the best value to the community.

This document centralizes the County's financial policies to establish a framework for overall fiscal planning, management, and guidance. These policies are reviewed, updated, and brought before the Board of Supervisors (Board) as needed but at least annually for adoption. This continued review and adoption promotes sound financial management and helps maintain the County's stability, efficiency, and effectiveness by ensuring the Board's financial guidance is provided before all County actions. The policies also offer guidelines for evaluating both current activities and proposals for future programs and direct the County's financial resources toward meeting its objectives and strategic initiatives.

The policies provide general guidance in the management of the County's fiscal affairs and are to be used by all County departments to meet their obligation to operate in a financially prudent manner. The Recommended Budget adheres to these policies.

2. GENERAL FINANCIAL PHILOSOPHY

The financial policies provide a sufficient financial base and the resources necessary to support and sustain an adequate and responsible community service level to ensure public safety, enhance the physical infrastructure and environment, and improve and maintain the quality of life within our community.

The cornerstone and highest priority of the County's financial policies is fiscal integrity. It shall be the goal of the County to achieve a strong financial condition with the ability to:

- a. Sustain adequate financial liquidity to meet normal operating and contingent obligations;
- b. Provide an acceptable level of medical, social, law enforcement, and other protective services to assure public health and safety;
- c. Ensure a sufficient financial base is maintained to withstand local and regional economic impacts;
- d. Prudently plan, coordinate, review, and implement responsible community development and growth;
- e. Foster the ability to adjust efficiently to the community's changing service requirements;
- f. Maintain and improve infrastructure and capital assets;
- g. Regularly review programs and operational methods to improve processes that result in higher productivity, eliminate repetitive and duplicative functions;
- h. Encourage collaboration with other government entities, the private sector, and public-private partnerships where cost and risk are minimized in the delivery of services within the community;
- i. Promote equitable sharing of costs by service users;
- j. Ensure the legal use of financial resources through effective systems of internal controls

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- k. Support sound financial management by providing accurate and timely information on the County's financial condition; and
- l. Provide a framework for the wise and prudent use of debt financing and maintain a good credit rating in the financial community.

2.1 The Annual Budget

- a. The County Administrative Office will recommend a balanced budget that aligns annual expenditures with conservative revenue estimates to minimize the use of fund balance or other one-time financing sources for ongoing operating expenditures;
- b. The County Administrative Office will consult with Department Heads and seek their input in developing the Recommended Budget through cooperative discussions and budget workshops;
- c. The County Administrative Office will keep the Board apprised on the condition of the County's finances and emerging fiscal issues; and
- d. Through the Board's Legislative Committee, the County will work with the California State Association of Counties (CSAC), state representatives, legislative advocates in the State Capitol, and other local government organizations to assure any state programs administered by the County are adequately funded and any realignment of state and county responsibilities are fiscally neutral.

3. ROLES AND FUNCTIONS

3.1 Role of County Administrative Office

The County Administrative Office serves as the chief policy advisor to the County Administrative Officer and the Board. The County Administrative Office promotes responsible resource allocation, strives to protect the County's financial position and integrity, and provides independent analysis on policy issues. The County Administrative Officer is the fund manager for the General Fund and all other funds, and on behalf of the Board, the County Administrative Officer makes independent recommendations regarding all additional funds under their jurisdiction.

3.2 Principal Functions of the County Administrative Office

Principal functions of the County Administrative Office include:

- a. Promoting continuous improvement of the structures, systems, processes, and effectiveness of programs;
- b. Recommending effective fiscal policies to carry out programs;
- c. Verifying Board policies are consistently applied;
- d. Preparing the annual financial plan (Recommended Budget);
- e. Developing financial forecasts;
- f. Working with departments to evaluate potential federal, state, and local budget impacts;
- g. Monitoring revenues and expenditures for conformance with the annual budget; and
- h. Ensuring that items brought before the Board are accurate, complete, fully justified, and reviewed by appropriate stakeholders.

3.3 Principal Functions of County Departments

Departments are considered the content experts for the functions they perform. They are responsible for:

- a. Carrying out operations efficiently and cost-effectively while adhering to all county, state, and federal laws, regulations, and policies;
- b. Preparing budgets and financial estimates with attention to accuracy based on their operational expertise, county, state, and federal funding changes, and economic indicators affecting revenues, expenditures, and service levels;
- c. Reviewing, evaluating, and assessing potential federal and state budget issues that may impact local budgets;
- d. Monitoring monthly revenue and expenditure performance and conformance with the annual budget;
- e. Developing and performing financial forecasts;
- f. Meeting the Board's strategic initiatives and its policies; and
- g. Ensuring items brought before the Board are transparent, accurate, complete, fully justified, and reviewed by all appropriate stakeholders.

3.4 Principal Functions of the Budget Committee

The Budget Committee's principal functions include receiving staff updates on financial issues affecting the County and providing oversight and direction to staff in developing and modifying the budget.

3.5 Principal Functions of the Capital Improvement Committee

The Capital Improvement Committee's principal functions are to review the status of projects and establish a priority between competing needs.

4. SERVICES AND FUND STRUCTURE

4.1 General Fund

The County provides a broad range of mandated and non-mandated government services. The cost of these services is accounted for in the General Fund, the County's largest single fund. The General Fund is used to account for revenues and expenditures unless another fund has been created to account for a specific item, activity, or program.

4.2 Other Funds

Other governmental and proprietary funds that account for activities not provided by the General Fund are described below.

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Other Governmental Funds

- a. Special revenue funds are used to account for proceeds and expenditures from specific revenue sources to finance designated activities required by statute, regulation, ordinance, resolution, or board order.
- b. Debt service funds are used to provide repayment of debt, such as Certificates of Participation (COPs), short-term borrowing, and other obligations.
- c. Capital project funds are used for capital improvements and specified capital projects.

Proprietary Funds

- a. Enterprise funds are financed and operated like private business enterprises whose services are primarily funded through user charges.
- b. Internal service funds are used to account for any activity that provides goods or services to other funds, departments, or agencies of the County.

4.3 Major Funds

The County Administrative Officer or designee shall have the authority to determine funds that will be considered major funds for financial planning purposes. In addition to significant appropriations, factors that may be considered when designating major funds include political/social sensitivity of the activities financed from that fund, impact or potential impact of that fund on other programs or services, the significance of that fund on financing activities which are of high interest to the County and the public, and the existence of known uses or users of that information (e.g., bond rating companies, investors).

Major funds are as follows, but not limited to: 1) General Fund; 2) Natividad; 3) Facility Master Plan Projects; 4) Road Fund; 5) Library Fund; 6) Behavioral Health Fund; 7) Health and Welfare Realignment Fund; 8) Local Revenue Fund; and 9) Laguna Seca Recreation Area Fund.

5. OPERATING BUDGET

5.1 The County Budget

The Recommended Budget is the central financial planning document that embodies all County departments' goals, objectives, priorities, levels of service, and the associated operating revenue and expenditures. Appropriation authority is granted on the relationship between expected expenditures and revenue; therefore, appropriation authority is granted contingent on this relationship meeting the Recommended Budget. If revenues fall below expected amounts, the department must take all actions available to reestablish a revenue and expenditure relationship that conforms to the Recommended Budget.

The Recommended Budget shall be presented to the Board for adoption in June of each year and presented clearly for a general audience of the public. The Recommended Budget may be modified as approved by the Board during the fiscal year.

5.2 Balanced Budget

The County must adopt a *statutorily* balanced budget. A budget is *statutorily* balanced when the total estimated financing sources (beginning fund balance plus revenues) equal the total appropriation (expenditures plus ending fund balance). At no time shall spending in a given year exceed total current revenues plus any fund balance carryover from the prior year.

In addition to adopting a statutorily balanced budget, the County ensures the ongoing sustainability of its services by producing a *structurally* balanced budget. A *structurally* balanced budget matches total ongoing expenditures to the annual estimated revenues. In a *structurally* balanced budget, beginning fund balance may not be used as a financing source for ongoing expenditures. Departments have a fiscal objective to avoid using fund balance for operating purposes by aligning annual operating expenditures with annual operating revenues.

5.3 Ongoing Maintenance and Operations Needs

The County will adequately fund ongoing maintenance and operational needs with ongoing annual revenue. Without prior direction and approval by the Board and its Budget Committee, the use of one-time revenues or short-term borrowing is not allowed as a resource to finance ongoing maintenance and operational needs.

5.4 Adequate Maintenance of Capital Facilities and Equipment

The County shall establish as a primary fiscal responsibility the preservation, maintenance, future improvement and, when applicable, orderly replacement of the County's capital facilities and equipment.

5.5 CalPERS

The annual budget will provide adequate funding for all retirement systems. The County contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits under their defined benefit program. As a participant, the County is required to annually fund at a minimum the cost for retiree health benefits, otherwise known as Other Post-Employment Benefits (OPEB). To provide long-term funding for this benefit, the Board authorized joining CalPERS' California Employers' Retiree Benefit Trust (CERBT) and the pre-funding of the County's OPEB liabilities.

Due to its length, the Pension Liability Policy is separate from these policies and available online: <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/budget-analysis/county-policies>

5.6 Budget Deficits

Departments estimating a budget deficit shall prepare and submit a report to the Budget Committee that outlines the cause of the problem, the alternatives available to mitigate the projected budget deficit, and the department's recommended action. All additions to appropriations, transfers

between funds, major plans to reduce service levels, or plans to request funding from the contingencies appropriation require approval by at least four Board members (4/5ths vote).

5.7 Appropriations and Transfers

The following policy establishes appropriation control at the appropriation unit level, per Section 29120 of the California Government Code. The County Administrative Officer, per Section 29092 of the California Government Code, is the designated administrator over appropriation control, which includes transfers and revisions of appropriations that do not result in an overall increase in appropriations for an appropriation unit.

Post budget adoption, a department may request a transfer between major expense categories within the same appropriation unit. The County Administrative Officer has designated authority to approve moves between major expense categories. Examples of major expense categories include salary and employee benefits, services and supplies, and other financing uses. Departments can only request a transfer between major expense categories within the same appropriation unit. The County Administrative Office must approve the request to transfer between major expense categories.

Transfers of appropriations between appropriation units must be approved by Board resolution. Per Section 29125 (a) of the California Government Code, operating transfers in and out between funds are not a transfer of appropriations, as, per Section 29089 of the County Budget Act, transfers out by fund are specified in the budget and are adopted by resolution.

5.8 Responsibility for Budget Management and Budgetary Control

The County shall maintain a budgetary control system to help it adhere to the budget. The County Administrative Office has budgetary control and authority over appropriations. The Auditor-Controller shall administer and maintain the system utilized for budgetary control. As the administrator of the budgetary control system, the Auditor-Controller shall notify the County Administrative Office when a department is reaching an appropriation limit. The Auditor-Controller shall seek guidance from the County Administrative Office on all issues relating to appropriation limits and controls.

County Officers and Department Heads have primary responsibility for managing departmental budgets by:

- a. Providing accurate and timely budget estimates;
- b. Monitoring revenues to ensure timely receipt in the amounts anticipated;
- c. Ensuring that expenditures comply with the law, adopted resolutions, policies, and align appropriations relative to revenues;
- d. Providing prompt notification to the County Administrative Office when either revenues or expenditures are not as anticipated; and
- e. Preparing and justifying budget revisions when necessary.

5.9 Preparation of Financial Reports

The County Administrative Office annually prepares:

- a. A Budget End-of-Year Report (BEYR) to retrospectively report on actual financial performance at a detail and summary level;
- b. A current year estimate and three-year forecast to provide current year performance and forward-looking perspective to advise the Board on future challenges and provide a base for building the following year's Recommended Budget; and
- c. Additional reports, as appropriate, to keep the Board informed on current financial performance and developments.

The Auditor-Controller's Office annually prepares:

- a. An Annual Comprehensive Financial Report (ACFR), as required by the state, that reports on the County's financial position and activities beyond Generally Accepted Accounting Principles (GAAP) or state law requirements to provide readers with a broader understanding of financial operations;
- b. A Single Audit that reports federally funded County activities in compliance with the U.S. Office of Management and Budget Circular A-133 Compliance Supplement to assure the County's adherence to laws, regulations, contracts, and grants applicable to its major federal programs;
- c. A Cost Allocation Plan (COWCAP), a schedule required by the Federal Management Circular A-87, "Cost Principles for State and Local Governments" that confirms and allocates the indirect costs of the County to operating and non-general county departments; and
- d. The countywide annual Tax Rate Book.

The County Administrative Office has oversight and contract management over the external auditors reviewing the ACFR. External auditors shall report to the County Administrative Office on audit findings. The County Administrative Office will take audit findings thereafter to the Board.

5.10 Publication of Budget

The County Administrative Office shall publish annually a Recommended Budget document that satisfies nationally recognized standards for effective budget presentation. The Auditor-Controller shall annually publish an adopted budget document to meet State Controller's Office requirements.

5.11 County Budget Development

Budget development is an annual process incorporating the Board's priorities and weighing competing requests for County resources within expected fiscal constraints. The process begins with departments preparing "baseline" budgets proposing levels of service and staffing that can be carried out within expected resources (e.g., program revenues and general fund contributions). To the extent there are increased costs or reduced revenue, baseline budgets may indicate potential reductions in staffing or services to maintain budgetary balance if additional resources are not provided. Departments may submit "augmentation requests" for additional resources to mitigate

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potential impacts, increase staffing/services, or invest in infrastructure. The County Administrative Office evaluates baseline budgets and augmentation requests within the constraints of a balanced budget and builds the annual Recommended Budget. Staff considers the following criteria in formulating recommendations for the annual budget and subsequent mid-year budget modifications:

- a. Mandated by current law or Board policy;
- b. Alignment with the County's strategic initiatives and priorities;
- c. Consistent with community priorities expressed in forums, surveys, and other community engagement initiatives;
- d. Necessary to maintain the current level of mission-critical services/operations;
- e. Substantiation of compelling public need (e.g., health, safety, economic vitality, quality of life) that cannot be met within existing resources;
- f. Likelihood of success based on prior performance, degree of planning/specificity, requested resources, and assumed timeline;
- g. Leverages sustainable financial support from non-County sources;
- h. Appropriate placement of responsibility (federal, state, or local);
- i. Degree of urgency; and
- j. Critical infrastructure investment to ensure productivity and continuity of operations.

Criteria in the listing are not exhaustive or in any particular order, nor are they mutually exclusive; funding recommendations may align with more than one criteria.

5.12 Establish Countywide Priorities

The Board has a continuous process of establishing countywide priorities for ensuing years. The Board implements these priorities in the Recommended Budget within the framework of the law. Understanding that elected officials and Department Heads are charged with the actual provision of services to the community, the Board shall set broad priorities to ensure flexibility for departments to concentrate on these priorities.

5.13 Authorization of Elected Officials

In determining service levels, the Board and County Administrative Office recognize that countywide elected officials have constitutional and/or statutorily created mandates and are accountable to the electorate. Although the Board adopts a budget for each department, elected officials will determine the services they will provide within the adopted budgetary constraints. These policies recognize that elected officials have independent constitutional and/or statutory powers to direct service levels and priorities within their departments. These powers are independent of the Board in part because these officials (like the Board) serve at the pleasure of the electorate. However, the Board is responsible for allocating appropriations to all departments.

5.14 Budget Adoption Level

Under the County Budget Act (California Government Code, Sections 29000 through 29144), the Board enacts the annual financial plan (the Adopted Budget) through the passage of a resolution. The resolution mandates the maximum authorized expenditures for the fiscal year and sets

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appropriation control at the appropriation unit level. An appropriation unit represents one or more budget units and defines the budgetary limits of those budget units. A budget unit represents a program or group of programs providing a similar service. The assignment of an appropriation unit is guided by State Controller financial reporting requirements and/or County requirements. Pursuant to Section 29092 of the County Budget Act, the County Administrative Office is charged by the Board to monitor and make administrative decisions related to appropriation control.

5.15 Amendments to the Adopted Budget

Modifications to the Adopted Budget require approval by at least four Board members (4/5ths vote). Amendments to the Adopted Budget will be made in compliance with Board policies.

5.16 Budgetary Basis

The County uses the modified accrual basis of accounting following Generally Accepted Accounting Principles (GAAP). The budgetary basis is substantially the same as the modified accrual method of accounting that is used for financial reporting for all governmental funds except enterprise funds. The County currently has three enterprise funds which are budgeted based on a full accrual basis of accounting.

5.17 Capital Asset Definition

The County defines capital assets as assets with initial, individual costs of \$5,000 or more and an estimated useful life above one year, except infrastructure, for which the threshold is set at \$100,000. Capital assets include both tangible and intangible assets categorized by asset type for reporting purposes.

6. STRATEGIC PLANNING

6.1 Three-Year Forecast

The County uses a Three-Year Forecast strategic model to develop, initiate, and modify policies and budgets. The Three-Year Forecast demonstrates the County's ability to accomplish long-term goals by determining the potential budgetary impacts of current budget decisions. This approach allows the Board to be aware of the probable long-term outcomes of alternative decisions and to select the one that effectively serves the interests of the community within the financial resources of the County.

The Three-Year Forecast identifies fund balances, revenue patterns, expenditure trends, and cash requirements. It is neither a future budget, nor does it recommend services or programs. The Forecast is a guide to assist in making recommendations and building future budgets. The Forecast is designed to facilitate decision-making based on two fundamental questions: "What is the County's financial future without change?" and "What path does the County wish to take for the future?"

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The annual Three-Year Forecast is prepared in February by the County Administrative Office, with the subject matter expert assistance of departments. The timeframe allows departments to obtain prior-year audited results and six-months of actual financial data in the current fiscal year. The Forecast serves as a current year estimate and three-year financial outlook for building next year's Recommended Budget.

7. REVENUE AND EXPENDITURE POLICIES

7.1 Revenue Diversification

A diversified and stable revenue system will be maintained to shelter community services from short and long-term fluctuations to the extent possible.

7.2 Revenue Estimates

Annual revenues are conservatively estimated as a basis for preparing the Recommended Budget. Estimates shall not be based on optimistically hoped-for events but accepted analytical techniques that use historical data, economic trends and indicators, information available from the state and other governmental agencies, and other accepted standards. In general, revenue estimates shall not assume any growth rate that is not well documented. Real growth that occurs beyond budgeted revenue will be recognized through budgetary adjustments. Significant revenues will be estimated by the department that manages the program and then reviewed first by the County Administrative Office and subsequently by the Board's Budget Committee before the adoption of the Recommended Budget.

7.3 Current Revenues

Annual expenditures shall be balanced to ongoing annual revenues without the use of one-time financing. Deficit financing and borrowing will not be used to support ongoing County services and operations without explicit Board direction and approval. The Board shall be advised that interfund loans are required, or the use of non-appropriated funds is requested.

7.4 User Fees

The County charges user fees for various services when it is appropriate and permitted by law. Unless set by policy, regulation, or statute, user fees are established and maintained at the Board's discretion. Fees will generally be set at a level sufficient to cover both direct and indirect costs of the services provided. The service may be subsidized by the County as deemed necessary by the Board. Factors for subsidy consideration include whether a subsidy causes an inappropriate burden on taxpayers, the degree to which the service benefits a segment of the population, whether beneficiaries can pay the fee, and whether the service provides a broader benefit to the community.

All fees for services are reviewed as necessary and adjusted where appropriate. The full cost of providing a service is calculated to provide a basis for setting the charge or fee and incorporates direct and indirect costs, including operations and maintenance, overhead, charges for the use of capital facilities, as well as depreciation. Other factors for fee or charge adjustments may include

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the impact of inflation, other cost increases, the adequacy of the coverage of costs, current competitive rates, and contractual or statutory restrictions. Part of the decision-making process in establishing new services or increasing service levels should include an analysis of fees and user charges and a desired cost-recovery threshold. Increases may be justified based on outside variables not considered during the baseline budget submissions (e.g., water levels, gas prices, economy).

7.5 One-Time Revenues

The use of one-time revenues for ongoing expenditures is discouraged. Unpredictable revenues are budgeted conservatively, and any amount collected over the budget is generally carried forward in the fund balance.

7.6 Revenues of a Limited or Indefinite Term

Revenues of a limited or indefinite term will generally be used for those limited or unlimited term functions associated with the revenue. If it cannot be done, the revenue is to be considered discretionary revenue. It may be used for one-time expenditures to ensure no ongoing service programs are lost when such revenues are reduced or discontinued.

7.7 Use of Discretionary General Fund Revenue

Departments shall maximize the use of non-General Fund discretionary revenue and minimize the need to use discretionary General Fund revenue to fund programs. The Board will prioritize the use of discretionary General Fund revenue through the annual budget process.

7.8 Maintaining Revenue and Expenditure Categories

The County will maintain revenue and expenditure categories per state statute and administrative regulation and operational needs.

7.9 Outside Organization Contributions

Public Safety Sales Tax (Proposition 172)

Government Code Section 30052 requires Proposition 172 funds be placed into a special revenue fund and expended on such public safety services as sheriffs, fire, county district attorneys, and corrections.

The County has historically shared its Proposition 172 revenues with other agencies to help fund fire districts and offset costs to cities for emergency dispatch services. In the event of fiscal constraints, the Board retains the authority to reduce allocations to other agencies upon findings that internal public safety programs would otherwise require program reductions. The County Administrative Office is charged with determining when a reduction to other agencies would be appropriate and obtaining authorization from the Board to begin those discussions.

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Emergency Communications Users' Offset

The Emergency Communications Department receives five percent (5%) of Proposition 172 revenues. The current agreement with user agencies fixed their funding at five percent (5%) of the County's total Proposition 172 revenues for the most recently audited fiscal year (e.g., the FY 2022-23 allocation will be five percent (5%) of FY 2020-21 audited actuals). Overall, ten percent (10%) of Proposition 172 revenues are distributed for emergency communication operations.

Fire Agencies' Distribution

The County shares with the Association of Firefighters and Volunteer Fire Companies 9.13% of the County's Proposition 172 revenue of the most recently audited fiscal year. The various fire agencies allocate the Proposition 172 revenue amongst themselves via their own allocation formula.

Distributions to Sheriff, Probation, and District Attorney

After allocation to local fire agencies and Emergency Communications, 80.87% percent of Proposition 172 revenues are distributed to the Sheriff, Probation, and District Attorney departments as approved by the Board in the base year of FY 1995-96, with growth revenues distributed using the percentages listed below:

<u>Department</u>	<u>% of Growth</u>
Sheriff	61.2%
District Attorney	21.7%
Probation	<u>17.1%</u>

County Agency Distribution

The State Board of Equalization apportions Proposition 172 revenues to each county based on its proportionate share of statewide taxable sales. Due to the disbursement cycle of Proposition 172 revenues from the State Controller, each fiscal year's actual Proposition 172 revenues are not known until August of the following fiscal year.

Proposition 172 Distribution Formula

<u>Agency</u>	<u>Prop. 172 Distribution</u>
Local Fire Agencies	9.13%
Emergency Communications	10.0%
Other Public Safety County Departments	<u>80.87%</u>

Contributions from Transient Occupancy Tax (TOT)

Contributions to Economic Development Set Aside

The County has agreed to annual contributions to the Monterey County Convention and Visitors Bureau, Film Commission, and Arts Council, respecting the value these organizations add to the community and their role related to the County Transient Occupancy Tax (TOT) revenues. This contribution is based on a shared percentage of total TOT revenues from the previously audited

fiscal year. The Convention and Visitors Bureau receives a contribution equal to 6.00%, the Film Commission receives a contribution equal to 0.95%, and the Arts Council receives a contribution equal to 1.98%, totaling a combined 8.93% contribution from the County's TOT revenues. In the event of fiscal constraints, the Board retains the authority to reduce its allocation to these outside agencies upon findings that internal countywide priority programs would otherwise require program reductions. The County Administrative Office is charged with determining when a reduction to outside agencies would be appropriate and obtaining authorization from the Board to begin those discussions.

Contributions to the Road Fund

In FY 2013-14, the TOT contribution percentage for the Road Fund was established by the Board at twenty percent (20%) of total TOT revenue. Per annum, the contribution shall increase by one percent (1%) until it reaches a twenty-five percent cap (25%). This contribution replaces, and is not in addition to, the \$2.0 million the County previously provided per annum to the Road Fund from the General Fund.

Annual Contributions

Organizations that are not part of the County, but receive contributions from the County, shall not have their appropriation carried forward from budget-cycle to budget-cycle unless authorized and directed by the Board. At the will of the Board, organizations receiving County contributions may be subject to annual review and presentation to the Board on the value and services provided to the community as a result of County funds.

7.10 Appropriations for Contingencies

The County annually adopts an appropriation for contingencies to provide sufficient working capital and a margin of safety for unplanned operational needs. The contingency appropriation may be used at the discretion of and by the action of the Board. The contingency appropriation is utilized only after all other budget resources have been examined. The appropriation for operational contingencies shall be equal to one percent (1%) of estimated General Fund revenues unless expressly modified by the Board as part of the annual budget adoption.

7.11 Performance Measures

Departments shall develop key performance measures that address best practices, desired outcomes, Board strategic initiatives, and annual goals to ensure resource optimization and maximize results. Departments will pursue the most cost-effective means to achieve their performance measures. Performance measures provide the criteria that the Board and management uses to evaluate departmental requests for funding.

7.12 Payment for Goods from Prior Year

Goods and services ordered but not received prior to the end of the fiscal year will be paid from the current year's budgeted appropriations. The department's payment for goods and services to be received or used in the next year are not authorized for payment from current year funds, unless

the items are dues or maintenance agreements where recurring invoices for the next year are generally due before year-end.

8. FUND BALANCE AND RESERVE POLICIES

8.1 Use of Year-End Fund Balance

The fund balance is a measurement of available financial resources. It is the difference between total assets and total liabilities in each fund. The Board recognizes that the maintenance of fund balance is essential to preserving the County's financial integrity. The County's goal is to use fund balance as a source to finance one-time investments, reserves, and/or commitments. As a one-time financing source, any unbudgeted year-end fund balance will be used for non-recurring expenditures and only after the yearly audit and confirmation of the General Fund's *fund balance*.

Governmental Accounting Standards Board (GASB) Statement 54 distinguishes fund balance based on the relative strength of the constraints that control the purposes for which specified amounts can be spent. Beginning with the most restrictive constraints, fund balance amounts are reported in the following categories:

- a. **Nonspendable fund balance** – amounts that are not in a spendable form (e.g., inventory) or are legally or contractually required to be maintained intact (e.g., permanent fund principal).
- b. **Restricted fund balance** – amounts that can be spent only for the specific purposes stipulated by external parties, either constitutionally or through enabling legislation (e.g., grants or donations).
- c. **Committed fund balance** – amounts that can only be used for the specific purposes determined by a formal action (resolution) of the Board. Commitments may be changed or lifted only by referring to the formal action that imposed the constraint originally (e.g., the Board's commitment in connection with future capital projects).
- d. **Assigned fund balance** – amounts intended to be used for specific purposes. Intent can be expressed by the Board, or the County Administrative Officer, or designee.
- e. **Unassigned fund balance** – includes all amounts not contained in other classifications and is the residual classification of the General Fund only. Unassigned amounts are available for any legal purpose.

8.2 Fund and Reserve Levels

Sufficient fund balance and reserve levels are a critical component of the County's overall financial management strategy. They are key factors in the ability to sustain service delivery and obtain external financing. Rating agencies analyze fund balance when considering the County's overall financial strength and creditworthiness. Adequate reserves enable flexible financial planning in developing future capital projects, dealing with unforeseen emergencies and changes in fiscal conditions. Each fund shall maintain a level of reserves, providing a positive fund balance throughout the fiscal year. In the event a fund anticipates going in a negative cash position, the

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fund manager shall immediately bring to the Budget Committee a report outlining the reason(s) along with a financial plan to ensure the fund regains a positive cash balance.

The County uses a strategic reserve policy to provide adequate fund balance throughout the year. All major County funds shall develop a reserve policy and fund a reserve in conformance with their industry's best practices. In the event such best practices are non-existent, the fund shall adopt the percentages as follows: an appropriation for operational contingencies equal to one percent (1%) of estimated annual revenue and a strategic reserve equal to ten percent (10%) of estimated annual revenue.

8.3 Committed Fund Balance – Strategic Reserve Fund

The County will commit a portion of the *fund balance* in the General Fund as a strategic reserve to provide the County with sufficient working capital and be used to fund settlement of legal judgments against the County in excess of reserves normally designated for litigation, for short-term revenue reductions due to economic downturns, for natural disasters as determined by the County Administrative Officer or Board, and for one-time-only state budget reductions that could not be addressed through the annual appropriations for contingencies in the General Fund. The County's goal is to maintain a strategic reserve equal to ten percent (10%) of the General Fund estimated revenues. The Natividad Medical Center (NMC) strategic reserve designation, established in 2011, is a sub-designation of the General Fund strategic reserve.

If the strategic reserve is utilized to provide temporary funding of unforeseen needs, the County shall take measures necessary to prevent its use in the following fiscal year by increasing General Fund revenues and/or decreasing expenditures to regain structural balance. The County shall also restore the strategic reserve to the minimum level of ten percent (10%) of General Fund estimated revenues within five fiscal years following the fiscal year in which the event occurred. The plan to restore the strategic reserve shall be included and highlighted in the County's Three-Year Forecast. Funds in excess of ten percent (10%) of the annual requirements may be retained in the strategic reserve or may be considered for other purposes, such as supplementing capital project funds or prepaying existing debt.

8.4 Order of Expenditure of Fund Balance

When multiple categories of fund balance are available for expenditure (e.g., a project is being funded partly by a grant, funds set aside by the Board, and unassigned fund balance), the County will start with the most restricted category and spend those funds first before moving down to the next fund balance category with available funds.

9. INTERFUND LOANS

Interfund loans are the lending of cash from one County fund to another for a specific purpose and with a requirement for repayment. Interfund loans are typically short-term in nature and constitute the allocation of cash between individual funds for working capital purposes.

Interfund loans may be made for the following reasons:

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- a. To offset timing differences in cash flow;
- b. To offset timing differences between expenditures and reimbursements, typically associated with grant funding;
- c. To provide funds for interim financing in conjunction with obtaining long-term financing; and/or
- d. For short-term borrowing in place of external financing.

Interfund loans are not to be used to solve ongoing structural budget issues or hindering the accomplishment of any function or project for which the lending fund was established. Interfund loans are not to be used from fiscal year to fiscal year as a financing strategy. If a fund has a negative cash balance, the department must present the County Administrative Office with a plan for reaching a positive cash balance. A negative cash balance must be addressed in the fiscal year that the fund reaches negative cash.

Interfund loan monies may only be used for the purpose identified in the authorizing resolution. Appropriate accounting records will be maintained to reflect the balances of loans in every fund affected by such transactions. A summary of all outstanding interfund loans will be included in the Annual Comprehensive Financial Report (ACFR).

9.1 Interfund Loan Terms

- a. Repayment of an interfund loan shall be within the same fiscal year unless otherwise stated in a Board resolution.
- b. When required by the lending fund's restrictions or regulations, interest will be paid by the borrowing fund to the lending fund during the time the loan is outstanding.
- c. The Board must approve interfund loans by resolution. The resolution will include a planned schedule of repayment of the loan principal and set a reasonable interest rate to be paid to the lending fund if required by the lending fund.
- d. The County Administrative Office shall have authority for issuing temporary interfund loans for end-of-year purposes and report out these temporary interfund loans to the Board via memorandum.

9.2 Interfund Loan Interest

The following guidelines should be used in establishing the rate of interest:

- a. Not lower than the "opportunity cost" if the funds were otherwise invested, such as the County Treasury Pooled Interest Rate.
- b. Treasury yields or short-term bond yields for a similar term.
- c. Not higher than the external rate available to the County.

Interest is not required in the following circumstances:

- a. The borrowing fund has no independent source of revenue other than the lending fund; or
- b. The borrowing fund is generally funded by the lending fund; or
- c. The lending fund is the General Fund, which, being unrestricted, can loan interest-free, except to a proprietary fund (e.g., enterprise funds such as Natividad).

10. ENTERPRISE FUNDS

The County will establish enterprise funds for County services when:

- a. The fund's operations are financed and operated like private business enterprises, where services provided are primarily funded through user charges.
- b. The Board determines that it is appropriate to conduct a periodic review of net income for capital maintenance, accountability, or other public policy purposes.

The CAO is the chief advisor to the Board in the creation of an enterprise fund. The County currently has three enterprise funds: 1) Natividad (fund 451); 2) Lake Resort (fund 452); 3) Laguna Seca Recreational Area (fund 453).

10.1 Expenses

Enterprise fund expenses and revenues will be established at sufficient levels to properly maintain the fund's infrastructure and provide significant capital development without requiring County fiscal intervention.

10.2 Rate Structure and Net Position

Each enterprise fund will maintain an adequate rate structure to cover the costs of all operations, including maintenance, capital, and debt service requirements where applicable, reserves (as established by financial policy or bond covenant), and any other cost deemed necessary, including depreciation. Rates may be offset from the available net position after requirements are met for cash flow, capital replacement, operational costs, debt service if applicable, contingency funding, and scheduled reserve contributions.

10.3 Services

Enterprise fund services will establish and maintain reserves for general contingency and capital purposes consistent with those maintained for general governmental services.

10.4 Net Operating Revenues

The County will ensure that net operating revenues of the enterprise are sufficient to pay operating expenses, capital costs, and any debt service requirements where applicable, in compliance with the County's fiscal and debt policies.

10.5 Interest from Funds

Unless otherwise directed by statute, regulation, or resolution, interest will be allocated as discretionary financing for an enterprise fund.

10.6 Financial Monitoring and Reporting

The County Administrative Office and departments shall monitor revenues and expenses throughout the year to ensure conformity to adopted budgets. Enterprise funds shall provide the Budget Committee financial status reports on a semi-annual or quarterly basis. Financial reports shall contain a year-to-date summary of expenses, revenues, and cash positions, significant variances, comparisons to previous fiscal years' activity, trends for the current fiscal year, and financial impacts to the General Fund, if any.

11. INTERNAL SERVICE FUNDS

An internal service fund (ISF) is a centralized governmental service that provides services or products on a cost-reimbursement basis to other governmental units or external users with a break-even motive. To qualify as an ISF, the predominant users of the services or products must be the government itself.

11.1 Use of Internal Service Funds

Risk Management

The Office of the County Counsel is responsible for managing the County's general liability (fund 475) and workers' compensation (fund 476) ISF funds. These ISFs shall function as funds for paying all judgments, settlements, and claims against the County. The General Liability ISF will reserve adequate funds to cover both excess insured events and events not covered by excess insurance coverage and provide for "recoverable" and "non-recoverable" losses. Both ISFs are currently funded at a seventy percent (70%) confidence level.

Human Resources – Benefits

The Human Resources Department is responsible for managing the County's Benefits ISF (fund 477). The ISF supports various benefit programs supported by contributions from the County, active employees, and retired employees. Programs include dental and vision benefits for employees and dependents, Employee Assistance Program, Long-Term Disability, Retiree Sick Leave Conversion, and other miscellaneous benefit programs.

Resource Planning

The County Administrative Office has administrative authority over all aspects of the Resource Planning ISF (fund 478). The Resources Planning ISF provides funds for capital projects that require replacement, maintenance, or upgrades during the asset's life. The fund serves to establish a capital funding process, generating funds over an asset's life, thereby minimizing fiscal impacts to operations.

The Resource Planning Fund's respective sub-funds are the: 1) VAMP-Vehicle Asset Management Program; 2) ERP-Enterprise Resource Planning for Upgrades/Replacement; 3) BIR-Building Improvement and Replacement; and 4) EIR-Equipment Improvement and Replacement.

11.2 General Fund Transfers

In the event there is a large settlement that cannot be funded within the existing ISF reserve, the Office of the County Counsel may submit a request to the County Administrative Office for a transfer from the General Fund or such other fund as may be available and appropriate. Such a request will include, at a minimum, an analysis of the impact of the settlement on the reserve, alternatives for addressing the implications, and the advantages and disadvantages of each alternative.

11.3 Actuarial Studies

The County Counsel-managed ISFs and the Benefits ISF shall complete two annual actuarial studies. The first study will be completed using data through June 30th, and a second ("true-up") actuarial study will be completed with data through December 31st. The June 30th study will be used to set department allocations for the upcoming fiscal year, while the December 31st study will be used for meeting its operational needs (e.g., purchasing excess insurance coverage). County Counsel will work throughout the year to obtain information on potential settlements that could impact reserve levels and provide this information to the actuary as part of the semi-annual actuarial valuation process.

11.4 Internal Service Funds Reporting

Departments that manage ISFs shall provide to the Board and its Budget Committee an annual report outlining funding levels, operational costs, and outcomes of operations.

12. CAPITAL FACILITIES AND IMPROVEMENT POLICIES

12.1 Capital Investments

The County is responsible for investing in the preservation, maintenance, and improvement of buildings, parks, roads, sewers, equipment, and other capital infrastructure. Strategic capital improvement plans, policies, and programs assess future needs and prevent emergencies to avoid major costs. Thus, the Board established the Capital Improvement Program, Five-Year Plan (CIP), which incorporates into the operating budget the fiscal impact of projects including design, construction, equipment, land purchases, and administration. The CIP is prepared and updated annually by the Public Works, Facilities, and Parks Department with review by the County Administrative Office.

Projects in excess of \$100,000 that have an estimated useful life of at least five years and are non-recurring should be included in the CIP for consideration and countywide prioritization. Updates will regularly be made to all projects in various stages of implementation within the CIP and annual review of priorities, needs and staffing levels will be conducted. The CIP shall be consistent with the County's overall goals and objectives and coordinated with economic development infrastructure investments.

12.2 Financial Analysis of Funding Sources

Financial analysis of funding sources is conducted for all proposed major capital improvement projects. Operating and maintenance costs should be identified separately, to ensure that adequate funds will be available for ongoing expenses necessary to maximize useful life. The Budget Committee determines available funding sources and provides input toward scope changes to meet any fiscal constraints. Project scope and budget must be defined and submitted to the Board for approval before project funds can be expended.

12.3 Annual Capital Improvement Budget

The Board includes capital project funding during the annual budget process. In general, capital projects that have secured funding to progress in the first year of the CIP will be included in the Recommended Budget. The Board shall determine annual ongoing funding levels for each of the major project categories within the CIP. When considering the priority and funding of each capital project, the County shall consider the operating impacts (e.g., increased staff, facilities maintenance, and outside rentals) of the project.

12.4 Capital Project Reports

Capital projects shall provide the following reports:

- a. Monthly update of the drawdown schedule for debt-financed projects.
- b. Quarterly updates to the Capital Improvement and Budget committees on implemented capital projects, which include, the initial approved and modified budgets, expenditures to date, remaining budget and expenditures, original completion date and if applicable, revised completion date and the phase (in a percentage) the project is toward completion.
- c. Quarterly updates to the Budget Committee on capital funds interest accumulation.
- d. Quarterly report to the County Administrative Office detailing quarterly forecasts of expenditures for the life of debt-financed projects.
- e. Semi-annual update to the Capital Improvement and Budget committees on scheduled and unscheduled maintenance projects.

The County Administrative Office shall provide a quarterly report to the Capital Improvement and Budget committees regarding drawdown schedules for debt-financed projects.

13. DEBT MANAGEMENT

Due to its length and complexity, the Debt Management Policy is reviewed by the Board separately from these policies. The Debt Management Policies are published online: www.co.monterey.ca.us/government/departments-a-h/administrative-office/debt-management.

14. GRANT MANAGEMENT

The County recognizes that grant funding provides significant resources to enhance the ability to provide services and activities not otherwise available. Consideration will be given to whether grant activities further the County's mission, are part of the core functions of the department,

General Financial Policies

benefit the community, and whether locally generated revenues will be required to support grant activities when grant funding is no longer available. Grants that do not meet these criteria shall be declined.

Departments are responsible for the continuous monitoring of the financial status of grants and compliance with all applicable federal, state, and local regulations, including procurement policies and procedures.

Any position changes related to grant funding must be approved by the Board and adequately classified by Human Resources. Departments are to promptly notify payroll of coding changes needed for those positions being charged to grants since grant codes may change each year.

Departments are responsible for all aspects of the grant process, including planning for grant acquisition, preparing and submitting grant proposals, developing grant implementation plans, managing grant programs, preparing and providing reports to grantors, and adequately closing out grant projects. Department staff and the County Administrative Office will maintain a close working relationship concerning any grant activity to ensure a clear understanding of the project status.

The County manages a variety of programs, which depend on outside grants for partial or full funding. In the event of reductions in such external funding amounts, the program service levels will be reduced, and additional County support shall not be provided to compensate for the decrease in outside funding unless approved and directed by the Board.

15. STATE AND FEDERAL PROGRAMS

The County shall operate state and federal programs based on the level of state funding provided and shall not backfill any state cuts with General Fund resources except when mandated, or local priorities dictate a need for a continuance.



County of Monterey FY 2022-23 Baseline Budget

COUNTY ADMINISTRATIVE OFFICE

BOARD OF SUPERVISORS MEETING APRIL 5,
2022



Current Year End Estimate and Forecast



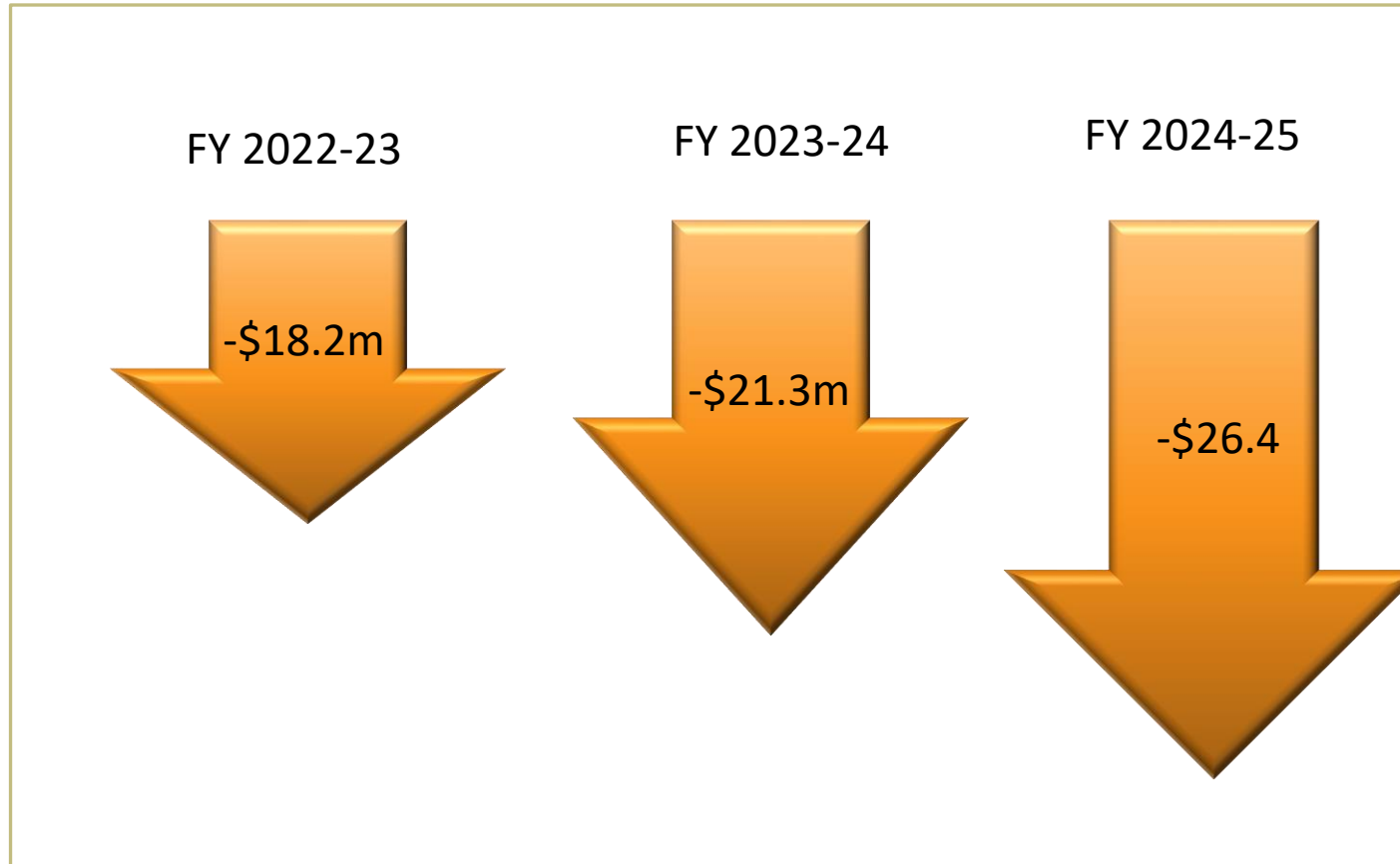
Current Year Estimate Favorable

	2020-21	FY 2021-22			2022-23	2023-24	2024-25
	Actual	Adopted	Modified	Year-End Estimate	Forecast		
Available Financing:							
Beg. Unassigned Fund Balance	\$0.3	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Release of Fund Balance	78.5	8.3	9.0	8.8	0.0	0.0	0.0
Revenues	<u>743.5</u>	<u>754.8</u>	<u>754.9</u>	<u>770.3</u>	<u>730.3</u>	<u>735.4</u>	<u>747.0</u>
Total Financing Sources	\$822.3	\$763.1	\$763.9	\$779.1	\$730.3	\$735.4	\$747.0
Financing Uses:							
Assignments/Restrictions	96.5	0.0	0.0	0.0	0.0	0.0	0.0
Expenditures	719.4	760.7	763.0	775.9	750.7	759.6	776.1
Salary Adjustmnet					(9.4)	(10.1)	(9.9)
Appropriation for Contingencies	<u>0.0</u>	<u>2.4</u>	<u>0.9</u>	<u>0.5</u>	<u>7.2</u>	<u>7.2</u>	<u>7.2</u>
Total Financing Uses	\$815.9	\$763.1	\$763.9	\$776.4	\$748.5	\$756.7	\$773.4
Ending Unassigned Fund Balance	\$6.4	\$0.0	\$0.0	\$2.7	(\$18.2)	(\$21.3)	(\$26.4)

- Expenditures estimated to end \$12.9 million (1.7%) above budget.
- Revenues are projected to be \$15.4 million above budget expectations
- Net estimated result for FY 2021-22 is a positive \$2.7 million, due to ARPA revenue

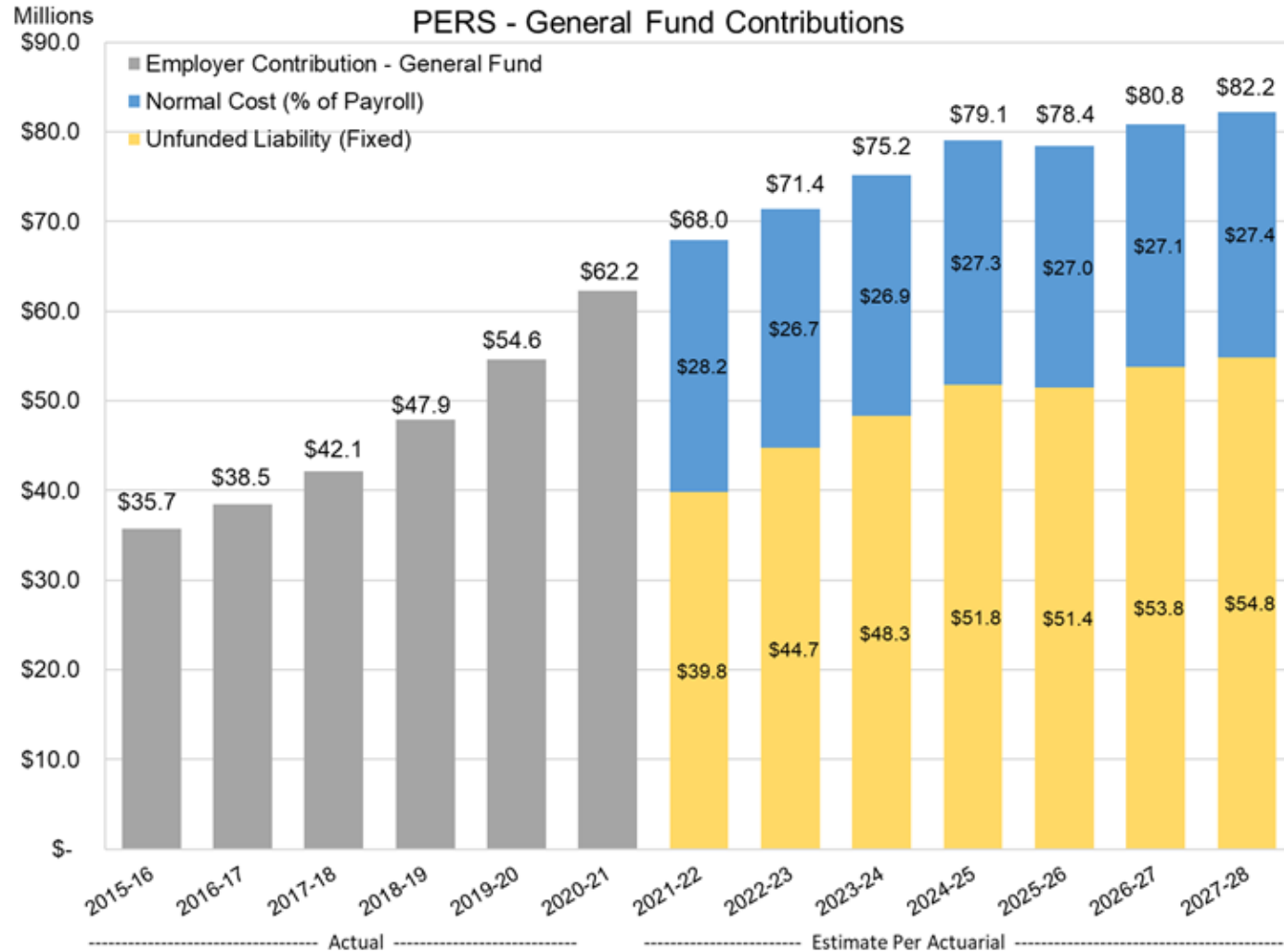
Forecasted Funding Gaps

(Based on Current Operations & Policy)



- Funding gaps emerge beginning next fiscal year, growing from \$18.2 million to \$26.4 million by the end of the forecast period.
- Rising pension contributions add \$7.5 million in general fund costs next year, \$8 million in FY 2023-24 and \$3.4 million in FY 2024-25.
- Wage costs, health insurance costs, and general liability costs also contribute to the rising costs.

Rising Pension Costs

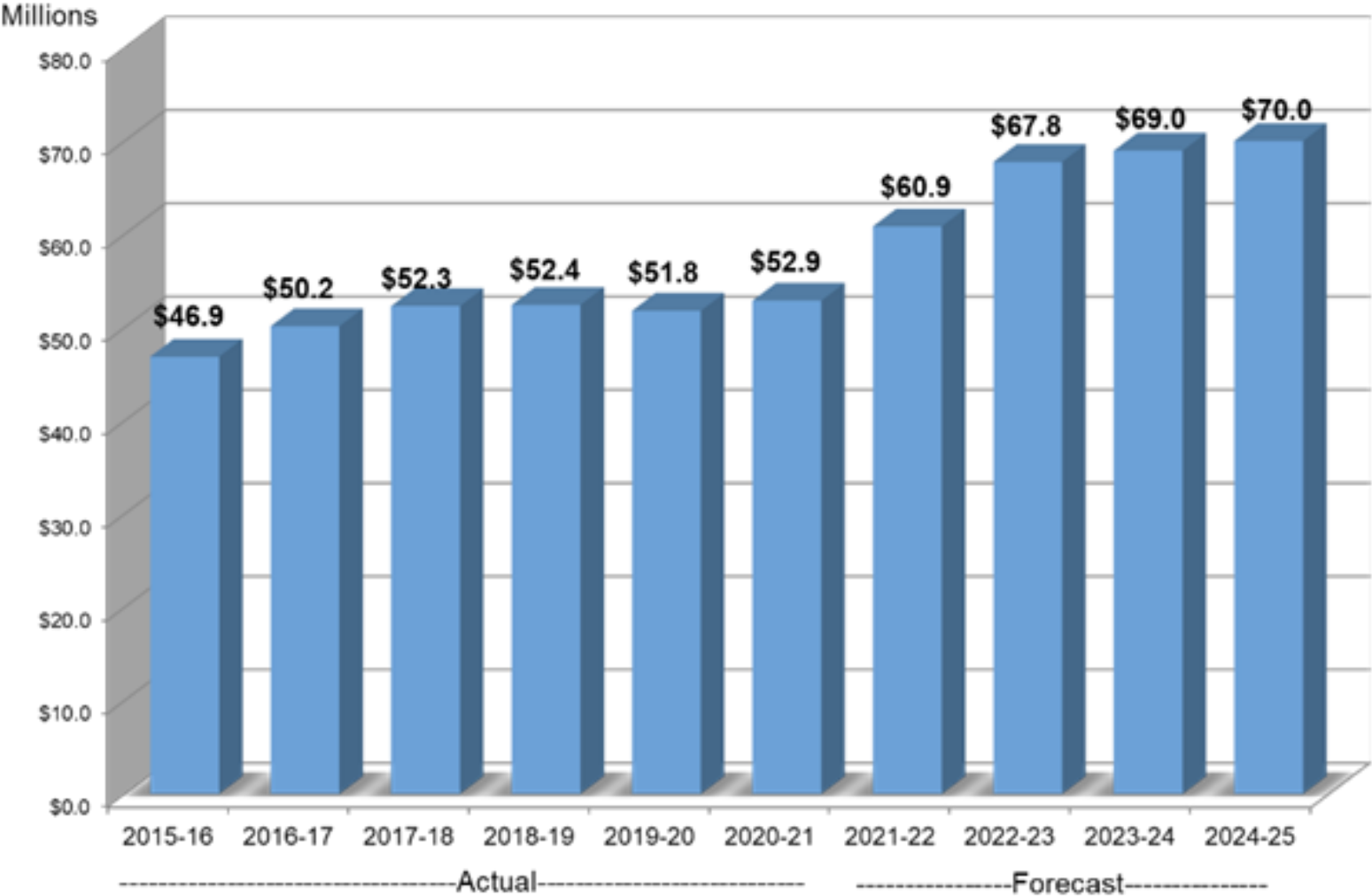


- Driving pension costs upward across the state is CalPERS' annual rate increases to ensure assets are on hand to pay benefits in the future.
- Pension costs are estimated to grow by \$9.2 million in FY 2022-23 compared to the prior year's budget.
- The combined unfunded liability as of PERS' last actuarial is \$818.8 million



General Fund Health Insurance Expenditures

General Fund Employee Health Insurance Expenditures

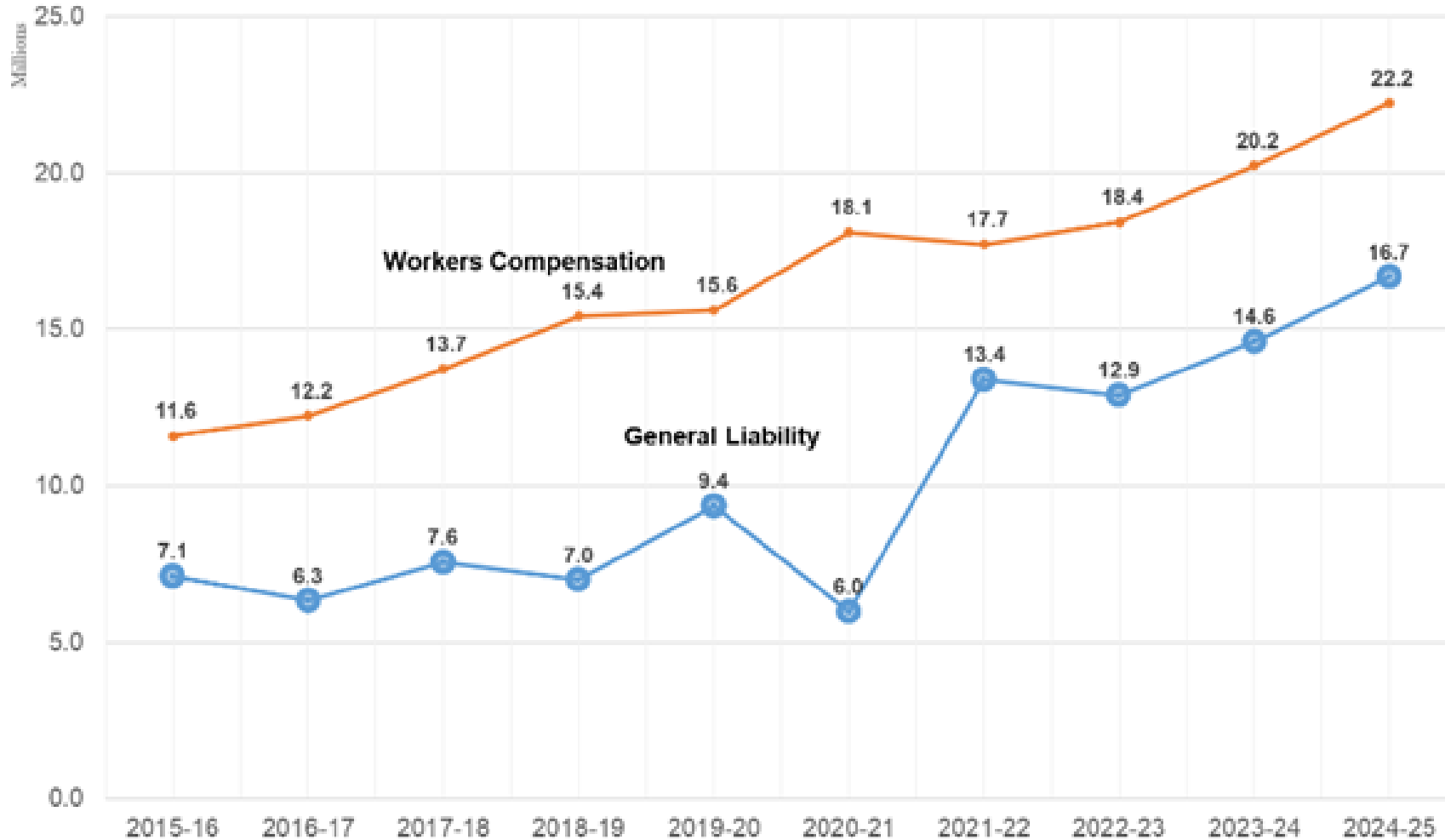


- Health Insurance costs are projected to grow \$8 million in the current year due to negotiated health benefit costs and premium increases
- This type of cost increase is unprecedented over the last 10 years.
- Projections indicate health insurance costs will grow by an additional \$6.9 million, if vacant positions are filled.
- Costs should stabilize in FY 2023-24 forward.



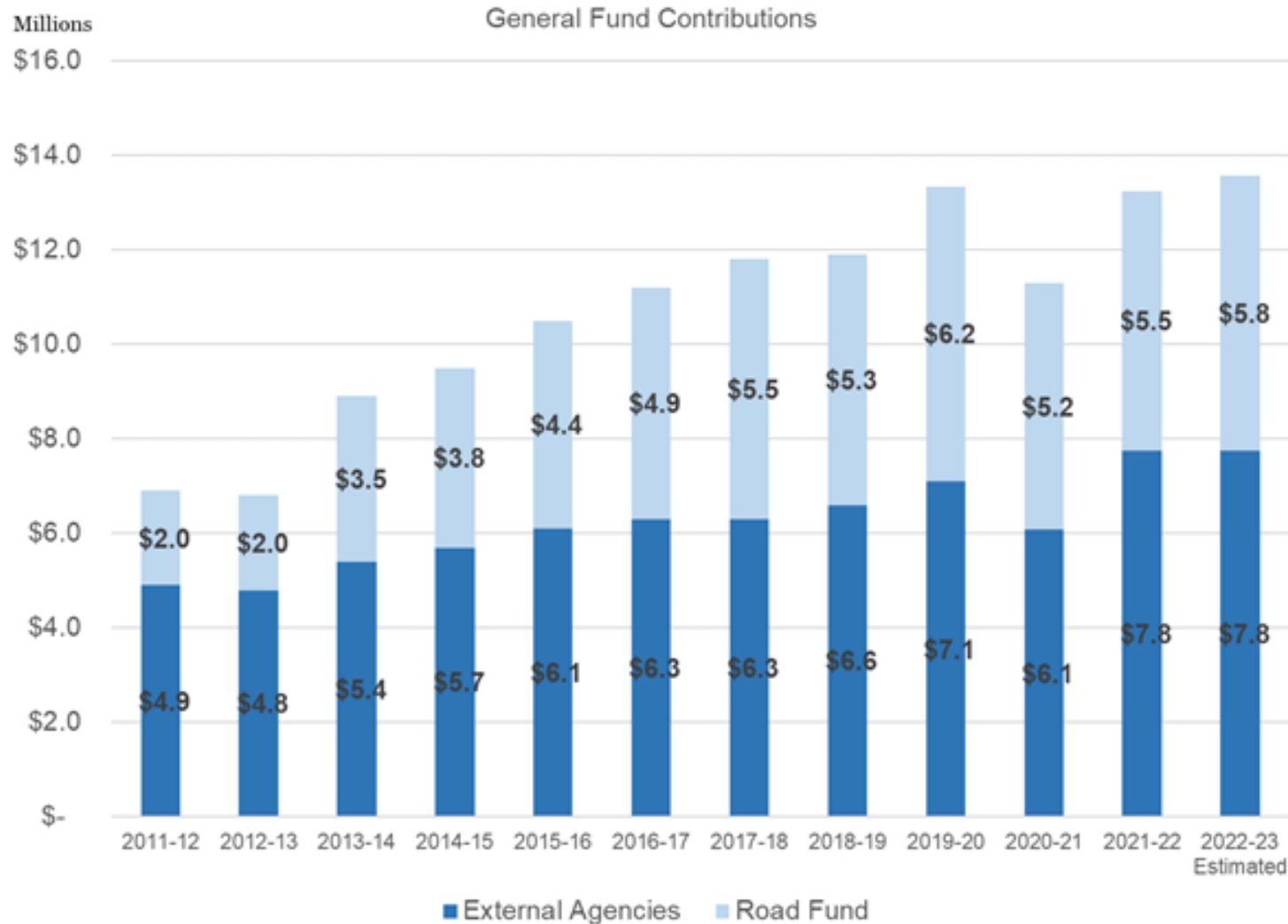
Workers Compensation & General Liability Program

General Fund Workers Comp and General Liability Costs



- Forecasted Workers Compensation Program expenditures increase \$4.1 million by the end of the forecast period.
- General Liability (GL) Insurance Program expenditures decrease \$0.5 million next year but grows \$3.8 million in the by the end of the forecast period.

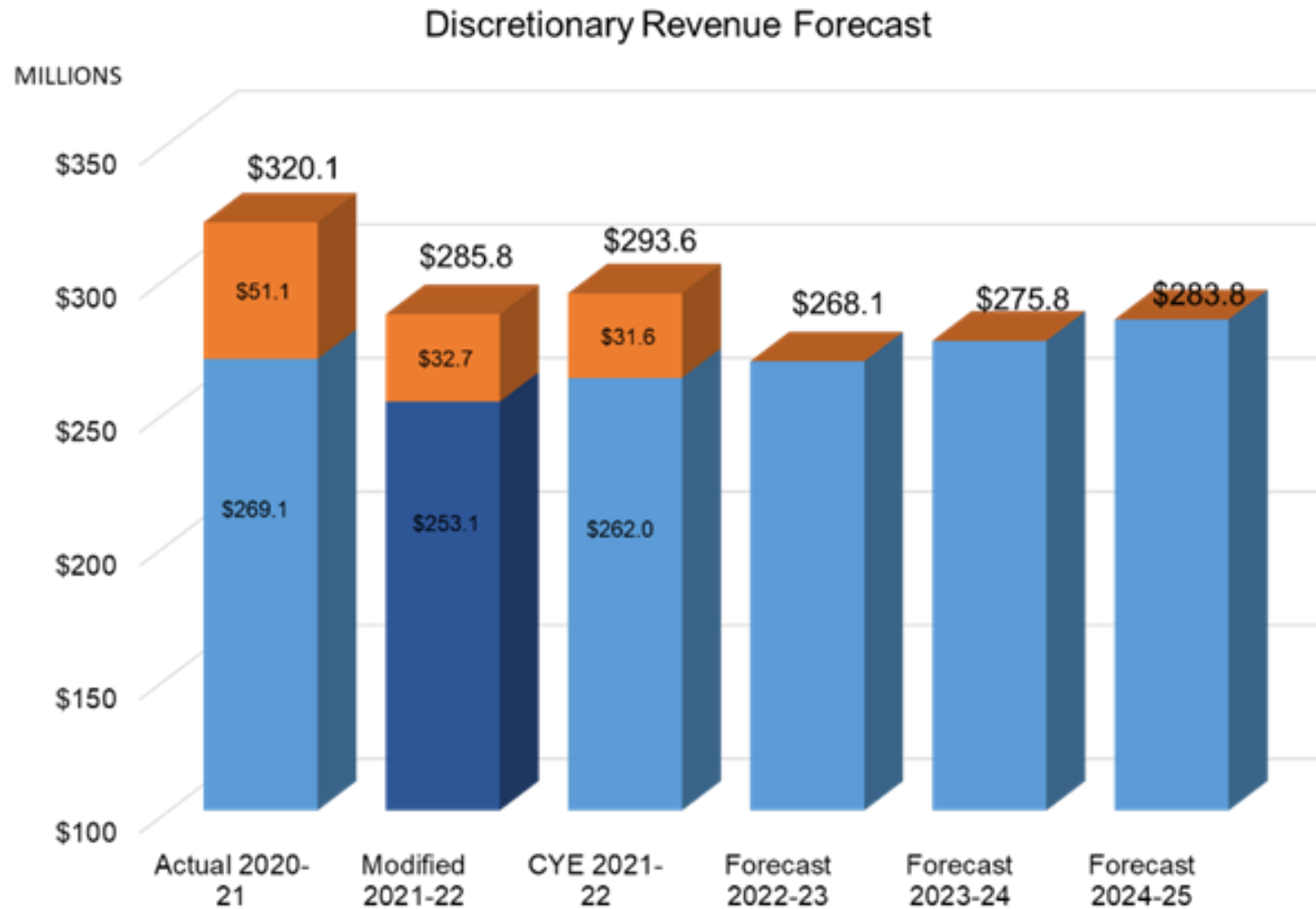
General Fund Contribution to Outside Agencies



- The chart at left shows general fund contributions to the road fund and to the “development set-aside” agencies (MCCVB, Arts Council, Film Commission, and Business Council).
- These formula-based contributions are tied to County TOT collections.
- As TOT revenue has risen significantly, so have contributions to these entities with FY 2020-21 being the exception.

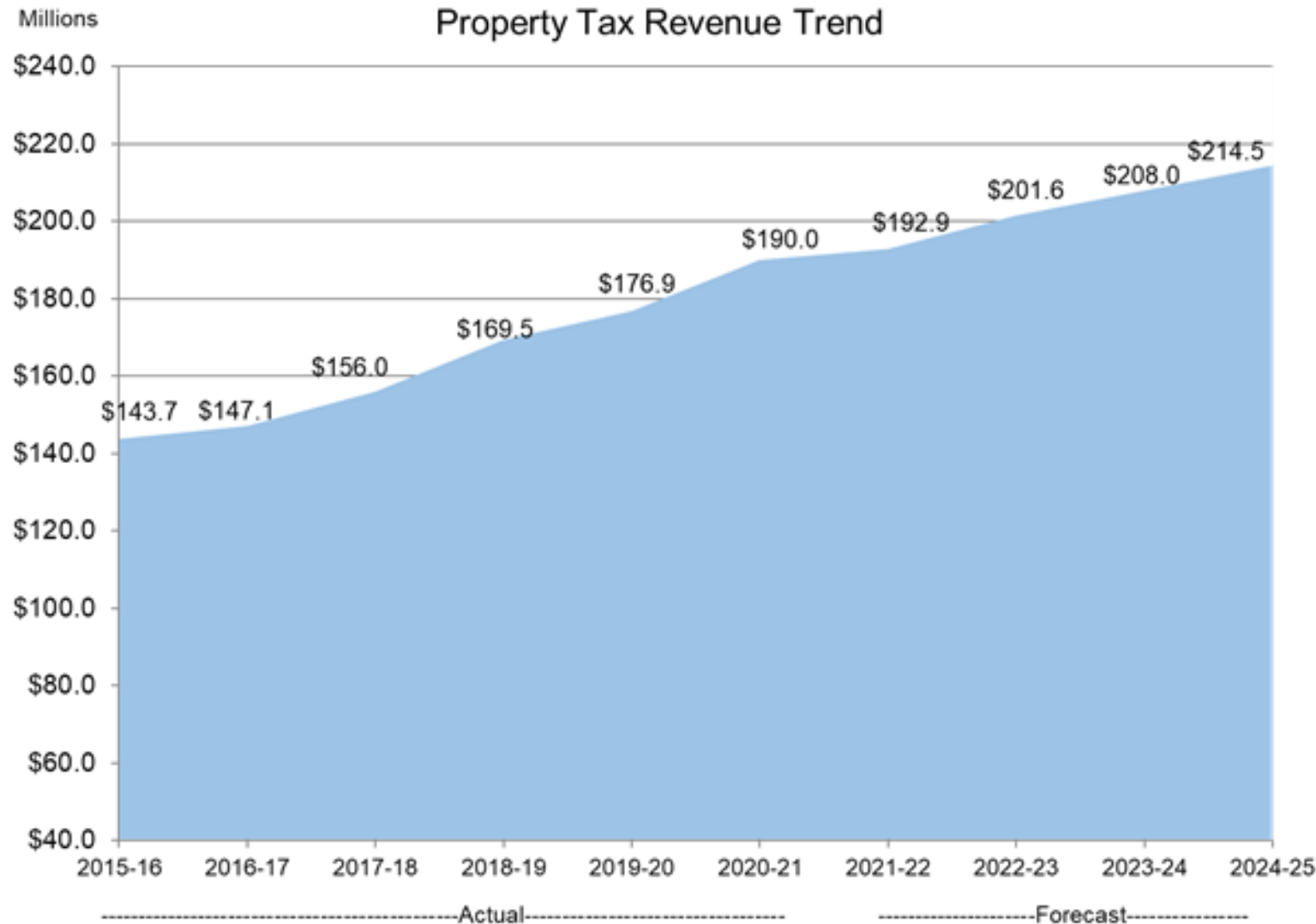


Discretionary Revenue Still Increasing



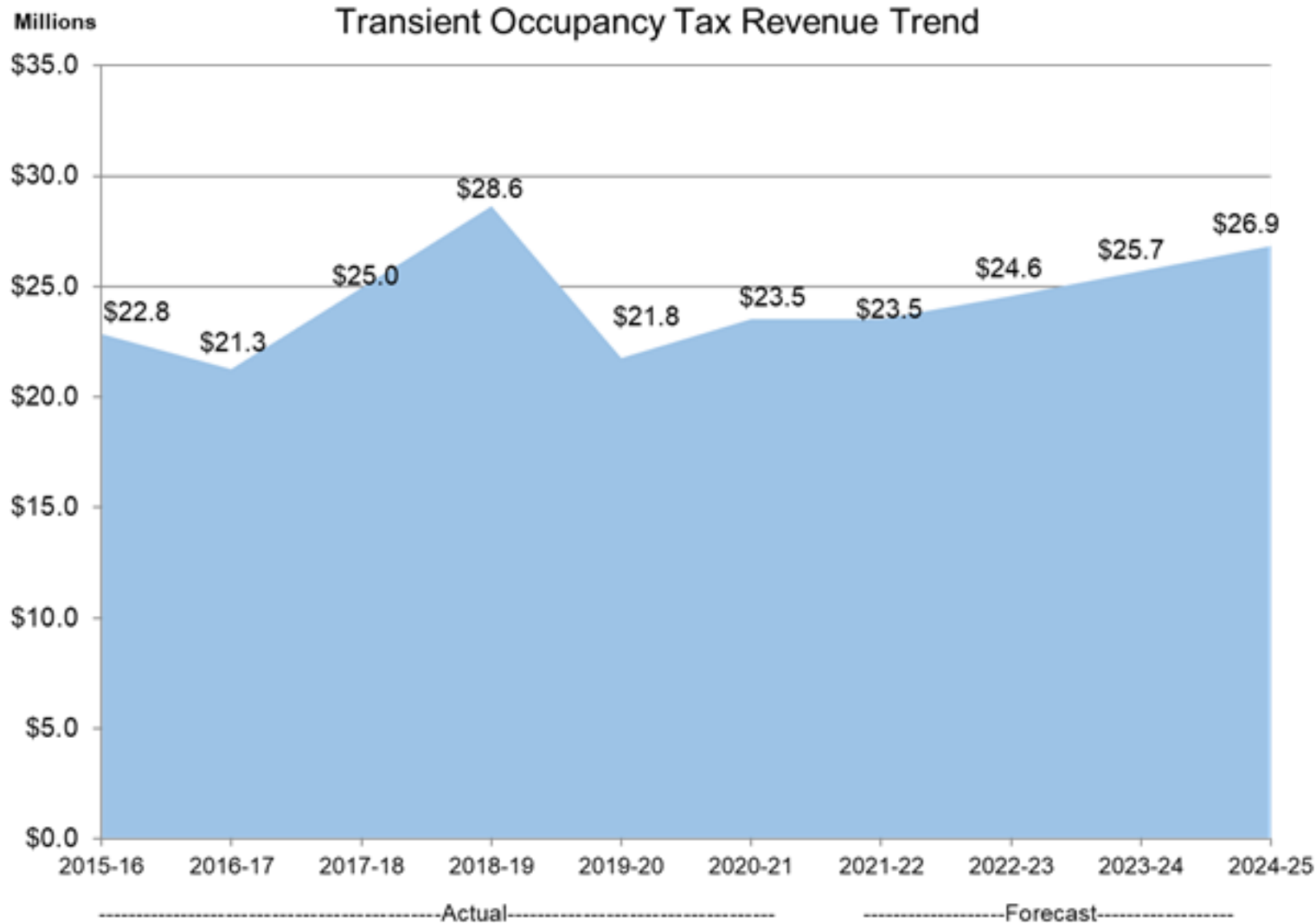
- Up \$7.8 million in current year compared to budget (one-time ARPA revenue of \$31.6 million)
- Discretionary revenue is forecasted to grow another \$6.1 million next fiscal year; \$7.7 million in 2022-23 and \$8 million in 2023-24.

Discretionary Revenue Drivers – Property Tax



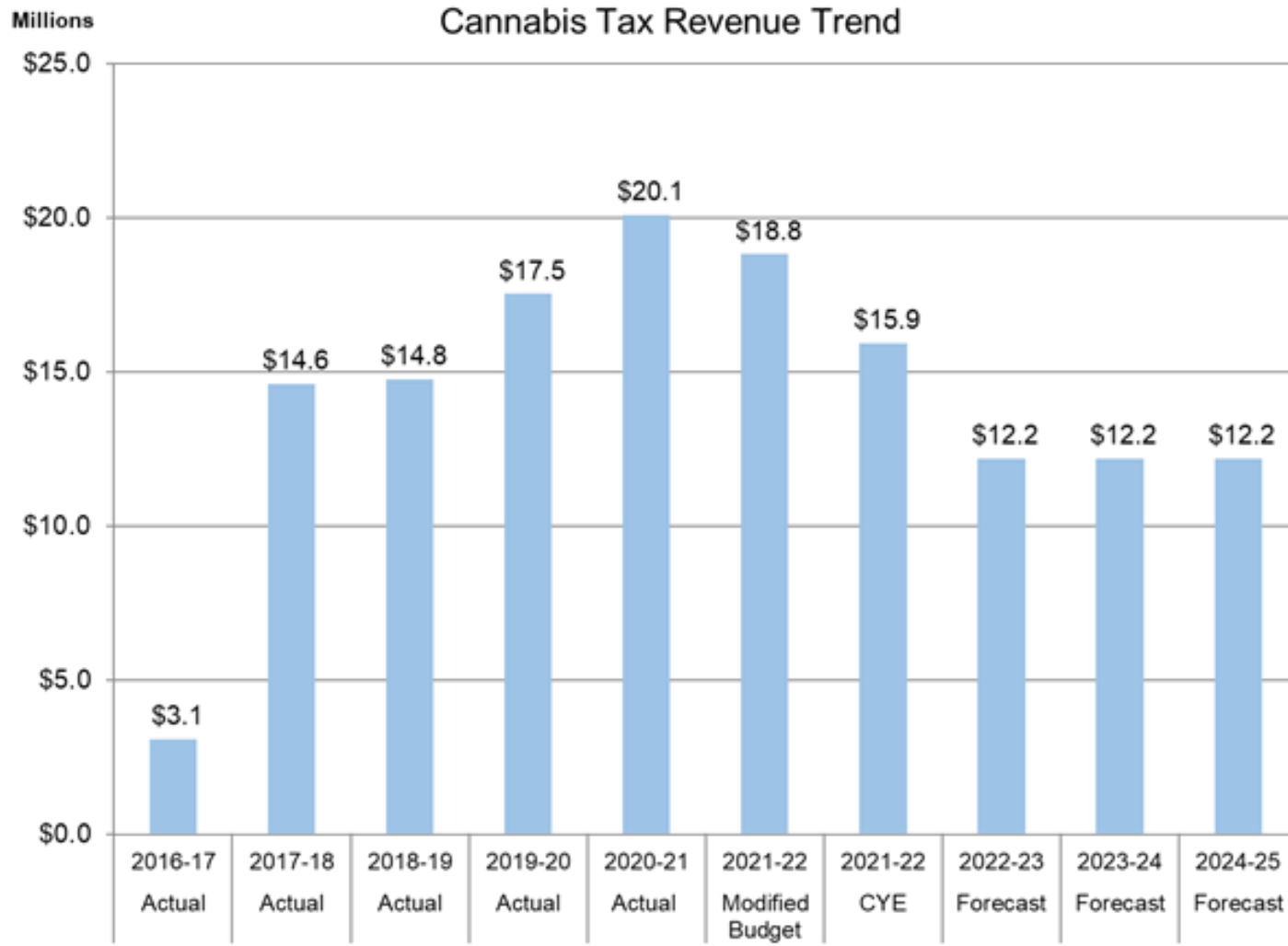
- Property Taxes have continued to grow, with the most significant growth occurring in FY 2020-21 and continued growth projected in the forecast years.
- Property taxes have been surprisingly strong amid the pandemic pressures; but need to monitor closely as reduction in this revenue could be impactful to service levels

Discretionary Revenue Drivers – TOT



- Transient Occupancy Taxes (TOT) are a significant revenue source which has experienced decreases during the pandemic
- Current year estimates show significant improvement as revenue was more resilient than originally estimated
- Projections estimate incremental growth over the forecast period

Cannabis Revenue



- The current year estimate and forecast include \$15.9 million (\$2.9 million below budget) in cannabis revenue.
- Cannabis Revenue is projected flat at \$12.2 million over the forecast period due to recent Board approved changes in taxing rates
- **Provide direction** on cannabis revenue utilization. For every \$1 million in cannabis revenue pulled out of baseline 6.8 positions would have to be removed from the baseline budget



FY 2021-22 Baseline Budget

Budget Process in Brief



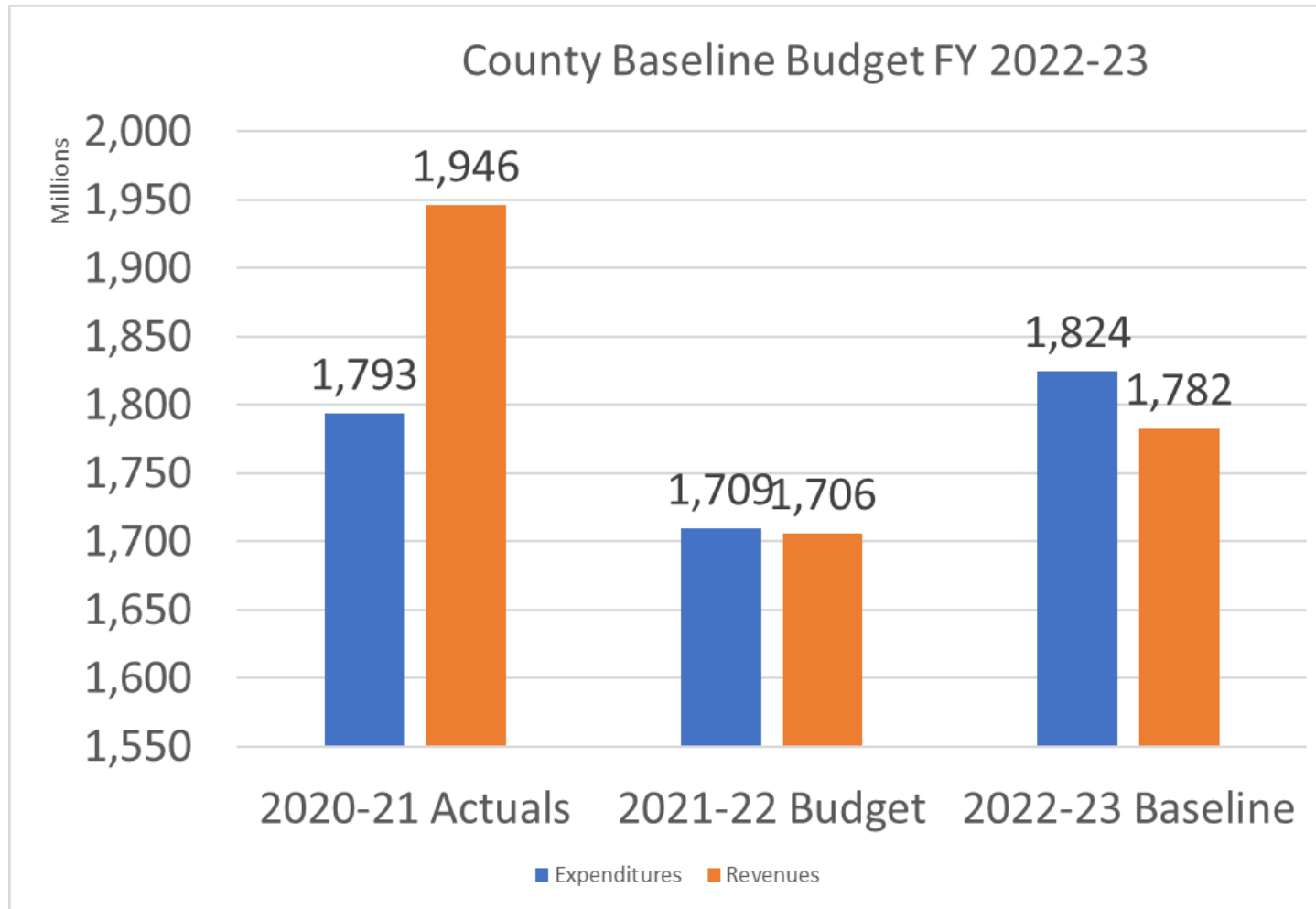
- ☐ Preliminary plans for carrying out next year's operations.
- ☐ Must be balanced.
- ☐ Assumes no augmentations.

- ☐ Prioritized proposals if additional County Contributions are Available.

Countywide Analysis

- ☐ Countywide Needs Assessment
- ☐ DHs Workshop
- ☐ BOS Workshop
- ☐ Budget Hearings
- ☐ Budget Adoption

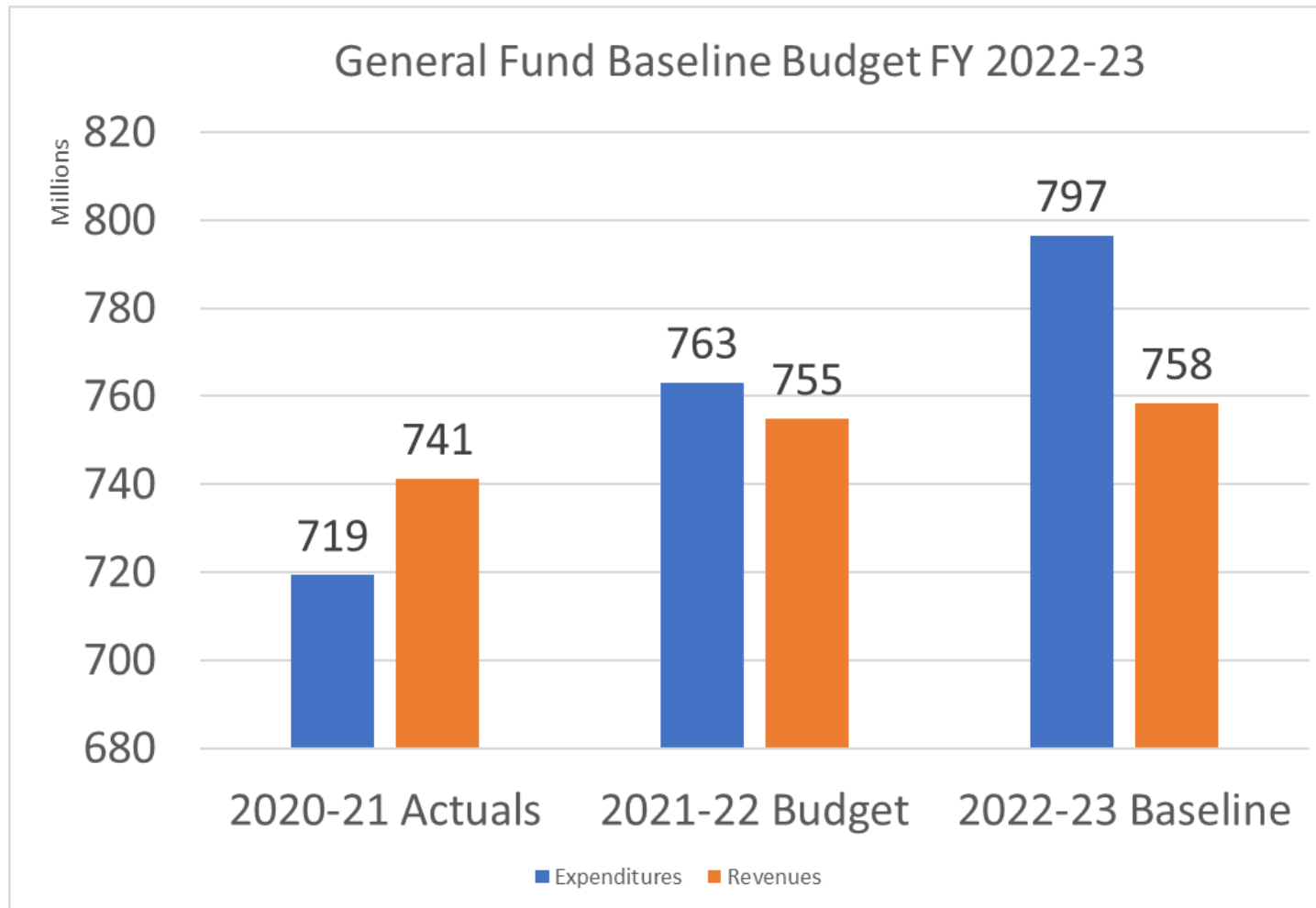
Overall County Baseline Budget



Overall General Fund Baseline Budget

Fund Balance use:

- \$30.6 million for 115 pension trust previously approved by the Board
- Health – Clinics \$5.4 million liability payment to the state
- Health – EH \$440,901
- Social Services \$471,972
- Sheriff \$120,000
- District Attorney - \$420,799
- Public Defender - \$600,000





Augmentations Summary by Fund

Fund	Fund Name	FTE	Expenditures	Revenues	Net Augmentation
001	General Fund	182.68	\$ 45,620,240	\$ 13,891,993	\$ 31,728,247
002	Road Fund	13.00	\$ 1,853,229	\$ 1,853,229	\$ -
003	Library	-	\$ 1,800,000	\$ 1,800,000	\$ -
057	CSA 17	-	\$ 22,600		\$ 22,600
151	Pajaro CSD	-	\$ 2,416,403		\$ 2,416,403
404	Capital Fund	-	\$ 95,347	\$ 95,347	\$ -
453	Laguna Seca	1.00	\$ 612,014	\$ 59,549	\$ 552,465
025	H&W Realignment	-	\$ 290,054		\$ 290,054
023	Behavioral Health	33.00	\$ 3,500,358	\$ 2,323,974	\$ 1,176,384
Grand Total		229.68	\$ 56,210,245	\$ 20,024,092	\$ 36,186,153

- Departments submitted **\$36.2** million in augmentation requests from the following funds
 - \$31.8 million from the General Fund
 - \$2.4 million Pajaro CSD
 - \$1,176,384 form Behavioral Health fund
- Since submittal of the Baseline budget costs have gone up in the Sheriff's department due to new negotiated labor costs by and estimated \$1.7 million resulting in additional augmentations affecting an estimated 14 FTEs



Augmentations Summary by Category

Category	FTE	Expenditures	Revenues	Net Augmentation
Capital Improvements	-	\$ 7,447,850	\$ 3,830,347	\$ 3,617,503
Contribution to Other Funds	-	\$ 4,239,003		\$ 4,239,003
New Mandated Program/Service w/ General Fund Funding	1.50	\$ 1,340,220		\$ 1,340,220
New Mandated Program/Service w/ Outside Funding	11.00	\$ 1,099,284	\$ 1,099,284	\$ -
New Program/Service w/ General Fund Funding	-	\$ 3,476,950	\$ 318,195	\$ 3,158,755
New Program/Service w/ Outside Funding	-	\$ 5,221,195	\$ 4,000,000	\$ 1,221,195
Request New Position	139.50	\$ 14,953,376	\$ 10,406,080	\$ 4,547,296
Status Quo Filled Position	26.88	\$ 3,906,637		\$ 3,906,637
Status Quo Other	-	\$ 7,451,115	\$ 370,186	\$ 7,080,929
Status Quo Vacant Position	50.80	\$ 7,074,615		\$ 7,074,615
Grand Total	229.68	\$ 56,210,245	\$ 20,024,092	\$ 36,186,153

New negotiated/pending costs

14 FTE

\$1.7 million

- \$3.7 million for Status Quo Filled Positions
- \$7.1 million for Status Quo Vacant positions
- \$7.1 million for Status Quo not related to positions
- \$4.5 million for new positions
- \$3.7 million for Capital Improvements
- \$4.2 million for Contribution to Other Funds
- \$5.7 million for new programs or services



Augmentations Summary by Department

Category	FTE	Expenditures	Revenues	Net Augmentation
Agricultural Commissioner	-	\$ 331,879		\$ 331,879
Auditor-Controller	1.00	\$ 556,590		\$ 556,590
Board of Supervisors	1.83	\$ 254,006		\$ 254,006
Civil Rights Office	1.00	\$ 186,855		\$ 186,855
County Administrative Office	7.00	\$ 9,321,786	\$ 6,623,381	\$ 2,698,405
County Counsel	1.00	\$ 517,710		\$ 517,710
District Attorney	17.85	\$ 2,639,559	\$ 276,578	\$ 2,362,981
Health	95.00	\$ 11,426,246	\$ 7,762,043	\$ 3,664,203
Housing and Community Development	-	\$ 1,408,000		\$ 1,408,000
Human Resources	4.00	\$ 652,659		\$ 652,659
Information Technology	1.00	\$ 3,739,827		\$ 3,739,827
Library	-	\$ 1,800,000	\$ 1,800,000	\$ -
Probation	10.50	\$ 1,367,194	\$ 822,708	\$ 544,486
Public Defender	3.50	\$ 836,125	\$ 276,576	\$ 559,549
Public Works, Facilities & Parks	27.00	\$ 9,991,622	\$ 2,008,125	\$ 7,983,497
Sheriff-Coroner	47.00	\$ 8,275,417		\$ 8,275,417
Social Services	12.00	\$ 2,872,995	\$ 454,681	\$ 2,418,314
Treasurer-Tax Collector	-	\$ 31,775		\$ 31,775
Grand Total	229.68	\$ 56,210,245	\$ 20,024,092	\$ 36,186,153

Sheriff-Coroner

14 FTE

\$1.7 million

Largest Requests

- \$8.27 million from the Sheriff's department – mostly status quo requests to keep existing level of service
- \$7.98 million from Public Works, Facilities, and Parks, of which \$1.35 million is for status quo operations
- \$3.73 million ITD - \$1.93 million for previously approved ARPA capital projects, \$1.61 million for new capital projects
- \$3.66 million for new programs and positions; \$1.17 million in BH, and \$2.19 million in the general fund.



Status Quo Funding Gaps

Category	FTE	Expenditures	Revenues	Net Augmentation
Status Quo Filled Position	26.88	\$ 3,906,637		\$ 3,906,637
Status Quo Vacant Position	50.80	\$ 7,074,615		\$ 7,074,615
Grand Total	77.68	\$ 10,981,252		\$ 10,981,252

Category	FTE	Expenditures	Revenues	Net Augmentation
Status Quo Filled Position	26.88	\$ 3,906,637		\$ 3,906,637
Status Quo Other	-	\$ 7,451,115	\$ 370,186	\$ 7,080,929
Status Quo Vacant Position	50.80	\$ 7,074,615		\$ 7,074,615
Grand Total	77.68	\$ 18,432,367	\$ 370,186	\$ 18,062,181

- Funding gap for 77.68 FTE (\$10.9 million)
 - 26.88 filled
 - 50.8 vacant
- Other status quo needs: \$7.1 million
- Total need \$18.1 million
- Sheriff-Coroner 14 FTE additional (13 filled, 1 vacant)

Status Quo Position Related Augmentations



Category	FTE	Expenditures	Revenues	Net Augmentation
Auditor-Controller	1.00	\$ 356,590		\$ 356,590
Status Quo Vacant Position	1.00	\$ 356,590		\$ 356,590
Board of Supervisors	1.83	\$ 234,506		\$ 234,506
Status Quo Filled Position	1.03	\$ 140,684		\$ 140,684
Status Quo Vacant Position	0.80	\$ 93,822		\$ 93,822
Civil Rights Office	1.00	\$ 171,855		\$ 171,855
Status Quo Vacant Position	1.00	\$ 171,855		\$ 171,855
County Administrative Office	4.00	\$ 577,163		\$ 577,163
Status Quo Vacant Position	4.00	\$ 577,163		\$ 577,163
County Counsel	1.00	\$ 274,741		\$ 274,741
Status Quo Vacant Position	1.00	\$ 274,741		\$ 274,741
District Attorney	16.85	\$ 2,362,981		\$ 2,362,981
Status Quo Filled Position	10.85	\$ 1,666,521		\$ 1,666,521
Status Quo Vacant Position	6.00	\$ 696,460		\$ 696,460
Human Resources	4.00	\$ 652,659		\$ 652,659
Status Quo Vacant Position	4.00	\$ 652,659		\$ 652,659
Public Defender	2.00	\$ 520,230		\$ 520,230
Status Quo Filled Position	2.00	\$ 520,230		\$ 520,230
Sheriff-Coroner	46.00	\$ 5,830,527		\$ 5,830,527
Status Quo Filled Position	13.00	\$ 1,579,202		\$ 1,579,202
Status Quo Vacant Position	33.00	\$ 4,251,325		\$ 4,251,325
Grand Total	77.68	\$ 10,981,252		\$ 10,981,252

Largest Impacts

- Sheriff's Department, total 46 FTEs + 14 additional FTEs (\$1.7 million)
- District Attorney 16.85 FTEs
- Human Resources and CAO, both with 4 FTEs each.

Criteria for Augmentations



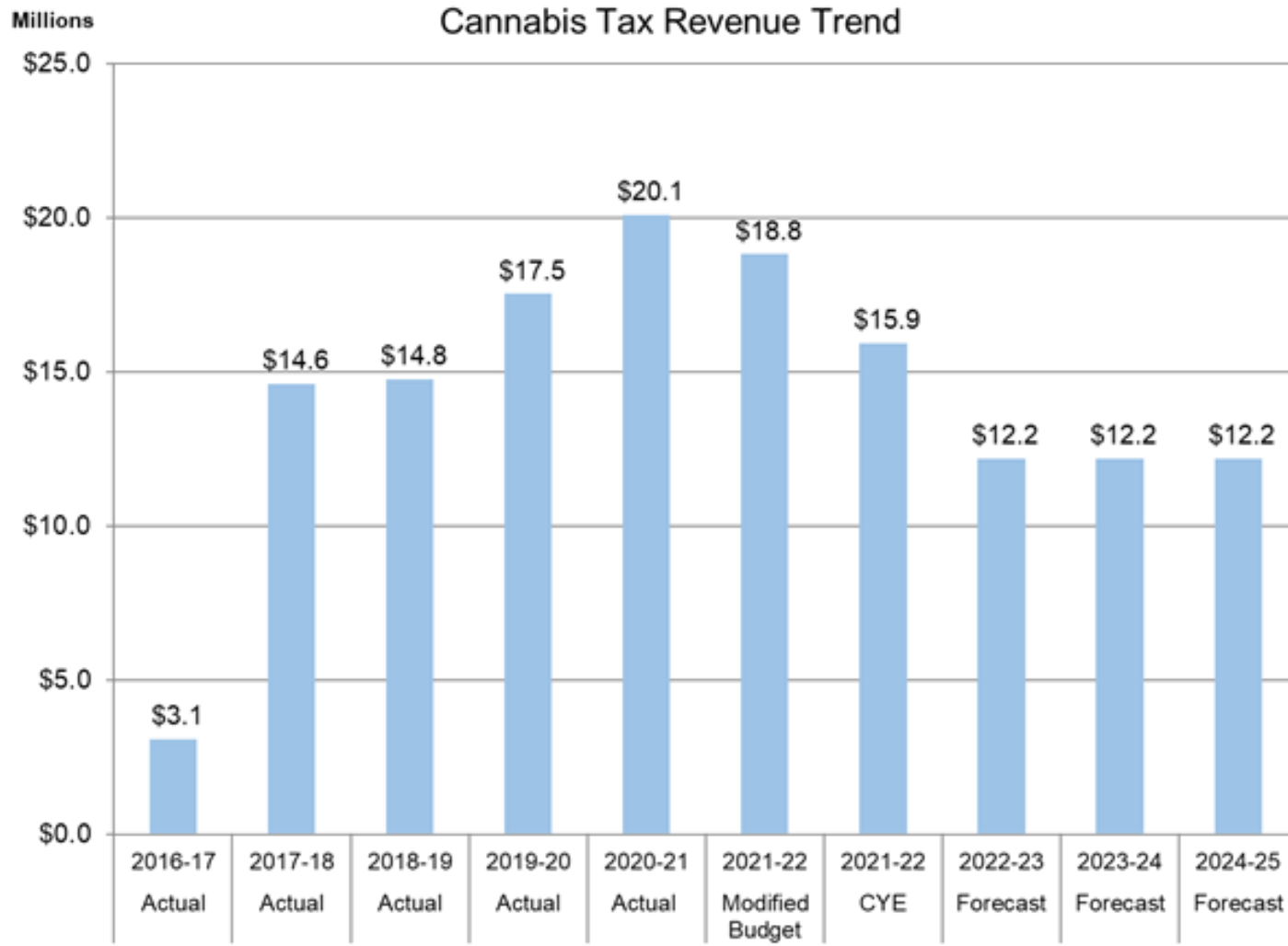
- Mandated by current law or Board policy;
- Alignment with the County's strategic initiatives and priorities;
- Consistent with community priorities expressed in forums, surveys, and other engagement initiatives.
- Necessary to maintain current level of mission-critical services/operations;
- Substantiation of compelling public need (e.g., health, safety, economy vitality, quality of life) that cannot be met within existing resources;
- Likelihood of success based on prior performance, degree of readiness (planning/specificity), requested resources, and assumed timeline;
- Leverages sustainable financial support from non-County sources;
- Appropriate placement of responsibility (federal, state, or local);
- Degree of urgency; and/or
- Critical infrastructure investment to ensure productivity and continuity of operations.



Financing for Augmentations

- One Time Funds
 - Cannabis Assignment
 - American Rescue Plan
 - Respond to Emergency or its negative economic impacts
 - Workers Costs responding to the pandemic
 - Continuation of Government Services Provision to the extent of revenue reduction due to COVID emergency
 - Water, Sewer, Broadband infrastructure

Cannabis Revenue



- The current year estimate and forecast include \$15.9 million (\$2.9 million below budget) in cannabis revenue.
- Cannabis Revenue is projected flat at \$12.2 million over the forecast period due to recent Board approved changes in taxing rates
- **Provide direction** on cannabis revenue utilization. For every \$1 million in cannabis revenue pulled out of baseline 6.8 positions would have to be removed from the baseline budget



ARPA Plan Summary

ARPA Three and a Half Year Plan Summary, ORIGINAL					
FY/Department	Pandemic Response	Economic Recovery	Revenue Loss	Infrastructure	Grand Total
2020-21	16,145,717	5,839,020	1,814,761		23,799,498
2021-22	1,937,568	4,870,203	12,081,826	15,821,221	34,710,818
2022-23	1,685,349	4,262,511	10,597,091	1,805,862	18,350,813
2023-24	1,750,000		5,324,608	375,524	7,450,132
Grand Total	21,518,634	14,971,734	29,818,286	18,002,607	84,311,261
ARPA Three and a Half Year Plan Summary, MODIFIED					
FY/Department	Pandemic Response	Economic Recovery	Revenue Loss	Infrastructure	Grand Total
2020-21	11,597,902	4,619,020	424,720		16,641,642
2021-22	5,181,022	6,680,203	12,081,826	15,821,221	39,764,272
2022-23	2,003,543	5,652,552	10,597,091	1,805,862	20,059,048
2023-24	2,068,194		5,324,608	375,524	7,768,326
2024-25	77,973.00				77,973
Grand Total	20,928,634	16,951,775	28,428,245	18,002,607	84,311,261

- ARPA Funding and preliminary legislation was made available May 2021
- Board approved at three-and-a-half-year plan to use ARPA funds in four major categories in June 2021
 - Pandemic Response
 - Economic Recovery
 - Revenue Loss
 - Infrastructure



Next Steps

- The Board's annual budget workshop on April 5th is an opportunity to provide a "budget preview" and receive direction before building the recommended budget to be presented at the budget hearings on June 1st and 2nd.

Departmental Presentations



Monterey County

Board Report

Legistar File Number: 22-295

Item No.4

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

April 05, 2022

Introduced: 3/28/2022

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

- a. Auditor-Controller
- b. County Administrative Office (IGLA)
- c. Civil Rights Office
- d. County Counsel
- e. Human Resources

Auditor-Controller FY 2022-23 Budget Workshop



Property Tax Section

➤ What?

- Request of \$153,995 to fund the salaries and benefits of the existing vacant Accountant Auditor III position

➤ Why?

- The position is an integral part of a small team of four that carries out the mandated highly specialized property tax functions of the County
- Participates in the annual process of calculating approximately \$800 million in property taxes and distribution of the collected taxes, a major source of discretionary revenue, to over 150 jurisdictions County-wide to include Monterey County government, cities, school districts, and special districts

➤ Impact:

- Detrimental to the property tax process of the County as the removal of this position could result in untimely deliverables and increased risk of errors

Systems Division

➤ What?

- Request of \$202,535 to fund the salaries and benefits of an approved vacant Departmental Information System Manager II (DISM II) position

➤ Why?

- The ACO Systems Division supports the County's ERP system applications to include Human Resources/Payroll, Financials, Budgeting, and Procurement
- The County operations depend on the smooth, accurate, and timely functioning of the applications
- The Division lost its Chief Deputy position due to the budget cuts in FY 2018-19 and DISM II is a lower cost alternative
- The position will be responsible for planning, organizing, coordinating, and managing the activities of the Division and supervision of staff

Systems Division (Continued)

➤ Impact

- Not having a manager to oversee the Division is unsustainable to effectively carry out the operations and poses a risk of critical failure negatively impacting county-wide operations
- The position will reinstate a single point of accountability and responsibility, which will improve the organization and prioritization of the workload creating further efficiencies and improvements in County-wide operations and the services provided to County stakeholders and users

Non-Departmental

➤ What?

- Request of set-aside funding for as-needed external audit services

➤ Why?

- With filling the Chief Internal Auditor vacancy, ACO plans to conduct the audit activity upon obtaining Board's approval of its Internal Audit work plan
- With limited staffing (less than two FTEs), external support will aid in timely completing audit projects
- Most contracted out work is anticipated to be supported by direct cost identification with specific departments. This request is only for any other Board requested/approved work that is not directly identifiable. Unused amount will be carried forward to future years

➤ Impact:

- Approval of this funding will further support completion of the planned work in a timely manner and strengthen the County's ability to address risk areas identified by County stakeholders

Augmentation Requests Summary

Division	Description	Amount
Property Tax	Status Quo – vacant Accountant Auditor III	\$153,995
Systems	Board approved vacant DISM II position in FY2021-22	\$202,535
Sub Total Departmental		\$356,530
Non-Departmental	Funding set-aside for as-needed external audit services	\$100,000
Sub Total Non-Departmental		\$100,000
Total		\$456,530



County Administrative Office-IGLA Division

FY 22-23 BUDGET AUGMENTATION REQUESTS

Office of Emergency Services

- ▶ \$1,648, 082 Requested Augmentation
- ▶ 1 Management Analyst II-Finance \$156,000 (previously approved by Board ; not in baseline)
- ▶ 1 Management Analyst II-Training \$156,000 (previously approved by Board; not in baseline)
- ▶ 1 Part Time Temp Emergency Services planner \$65,186
- ▶ Everbridge Alert and Warning System \$40,000
- ▶ Evacuation “Football” \$120,000
- ▶ 168 W, Alisal Emergency Generator \$150,000
- ▶ NGEN Radio Maintenance \$5,853
- ▶ Covid Funeral Assistance Program \$300,000 (previously approved by Board; not in baseline)
- ▶ EOC office soundproofing \$59,172
- ▶ EOC Office Space Reconfiguration \$180,000
- ▶ OES Share of Security Fencing \$415,866 (in CIP but unfunded)

Sustainability Program

- ▶ \$432,500 Requested Augmentation
- ▶ Completion of CEQA for Climate Action Plan \$275,000
- ▶ Civic Spark interns \$57,000
- ▶ Share of Regional Grant Writing Assistance \$20,000
- ▶ Engineering/Design On Call Services \$50,000
- ▶ Sustainability Organization Memberships \$7,000
- ▶ Project management Software \$10,000
- ▶ Conferences/Training/Supplies \$13,500

Cannabis Program

- ▶ Contract Permit Processing Assistance
- ▶ \$265,000 Requested Augmentation

Communications Program

- ▶ \$195,000 Requested Augmentation
- ▶ PSA Placement \$110,000
- ▶ Intern \$30,000
- ▶ Equipment \$14,000
- ▶ Training/Conf \$10,000
- ▶ Project Mgmt/Social Media Software \$10,000
- ▶ Photographer/Videographer \$10,000
- ▶ Supplies \$6,000

Legislative Program

- ▶ \$103,500 Requested Augmentation
- ▶ State/Federal Lobbyist and Grant Services Contract Increases
- ▶ Previously approved by the Board of Supervisors; not
- ▶ included in baseline budget

CAO-IGLA Admin Support

1 Senior Secretary \$104,905

CAO-IGLA Summary

- ▶ \$ 2,748,987 Requested Augmentations Across 7 Program Areas



Request for Augmentations

Restore a full-time Senior Equal Opportunity Analyst Position

- \$171,855
- Duties:
 - Diversity, Equity, and Inclusion Work
 - Training (CRT / HDP)
 - Processing Complaints
 - EOP Implementation

Civil Rights Office Interns

- \$15,000
- Supports analysts with entry-level work / frees analyst for higher-level work
- Presentations to youth in the criminal justice system
- Support for tailored training



Request for Augmentations

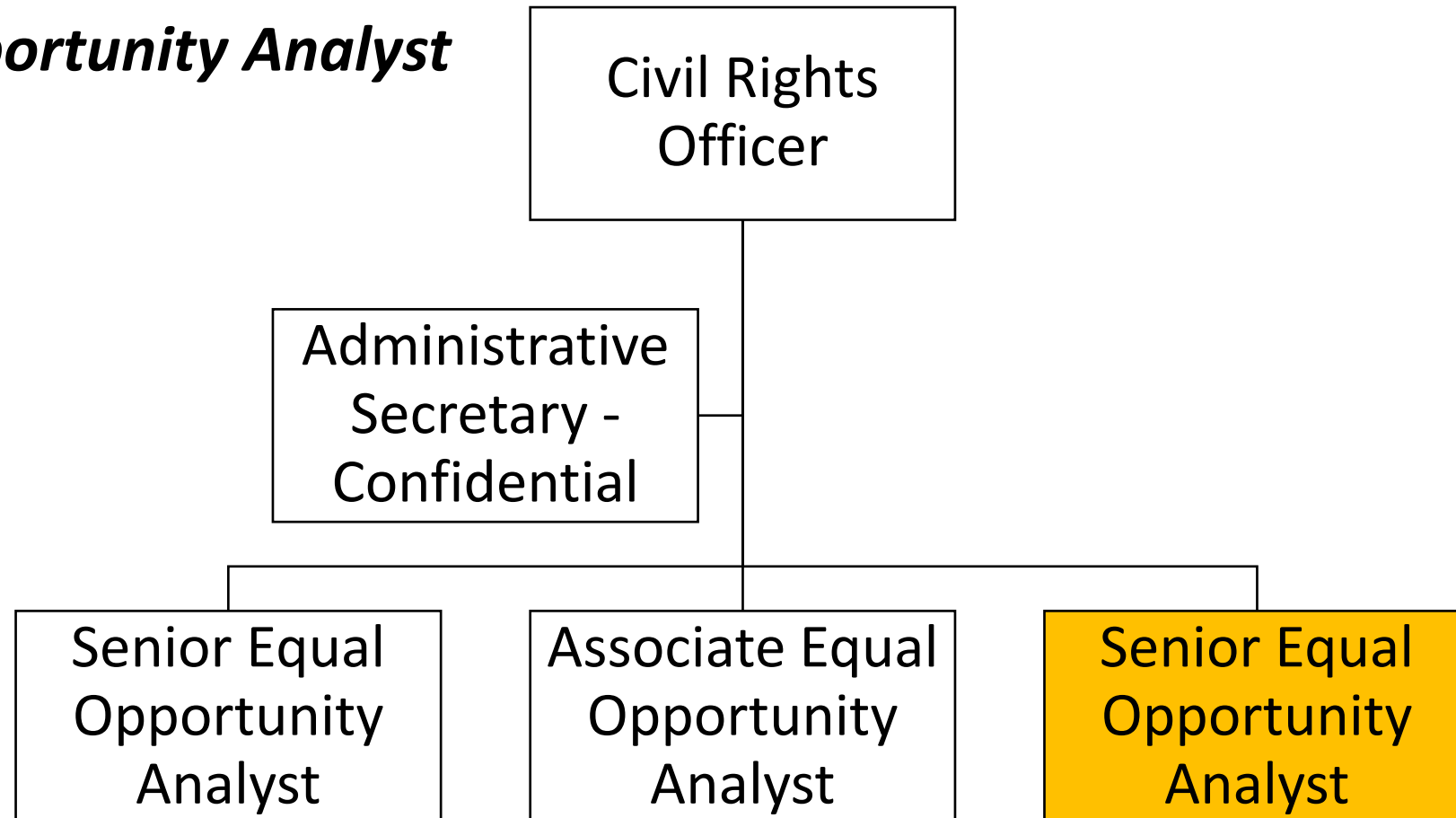
Senior Equal Opportunity Analyst

- Options if not funded:
 - Reduce ability to implement DE&I initiatives
 - Reduce number of complaints processed internally
 - Reduce amount of training provided by CRO
 - Reduce amount of equal opportunity plan implementation
 - Reduce Title VI / Title VII projects



Request for Augmentations

Senior Equal Opportunity Analyst





Request for Augmentations

Senior Equal Opportunity Analyst

- Other Options Considered:
 - Reducing operating costs
 - Continued staff training
 - Online training development software
 - Mandated online HDP training
 - Office supplies
 - Funds to support ERGs/EOCRAC/CoD
 - Case management system
 - Interpretation – ASL / Spanish



Request for Augmentations

Interns

- Options if not funded:
 - Reduce effectiveness of current analysts
 - Suspend our partnership with the Probation Department
 - Reduce availability of tailored training to departments and community organization
 - Reduce DE&I best practices research

COUNTY COUNSEL BUDGET AUGMENTATION REQUESTS

Board of Supervisors

April 5, 2022

Introduction

- County Counsel has 6 budget units:
 - County Counsel (Legal Division)
 - Risk Management Division
 - Civil Grand Jury
 - General Liability
 - Worker's Compensation
 - Risk Enterprise
- Total approved budget for FY 2021-22 = \$49,585,534.
- Baseline total for FY 2022-23 = \$49,093,021.
- Only the Legal Division and Civil Grand Jury are adversely impacted by the Baseline Budget for FY 2022-23.

Baseline Budget

- The County Counsel's baseline budget for expenditures in the Legal Division (\$8.262M) requires a reduction in expenses of \$502,748.
- The Legal Division impact is driven almost exclusively by unfunded pay raises due to a Deputy County Counsel salary survey and negotiated pay raises (\$496,979), and the establishment of a supplemental pension contribution for unfunded pension liabilities (\$115,656).
- Only a small portion of these increases can be absorbed with non-personnel adjustments.
- Civil Grand Jury budget (\$344,109) requires a reduction in expenses of \$12,580 of which \$1,157 can be absorbed.

Baseline Budget

- Addressing the required reduction in expenses in the Legal Division results in:
 - the loss of 1 vacant Deputy IV position;
 - reduction of 1 vacant Deputy IV to a Deputy I;
 - reduction of 2 Chief Deputy positions (currently underfilled) to Deputy IVs; and,
 - reduction of 1 MA II (soon to be vacant due to retirement) to an MA I.
- Vacancies exist due to recent resignations, retirements and promotions.
- Recruitments have been underway and some positions are ready to be filled.

Augmentation Requests

Dept Ranking	Dept	Dept Name	Budget Request Code	Budget Request Name	Ranking Type Name	Requested FTE	Requested Amount
1	1210	County Counsel	1210-8057-001-AUG1	AUG1-Deputy County Counsel IV	Status Quo Vacant Position	1.00	274,741
2	1210	County Counsel	1210-8057-001-AUG2	AUG2-Deputy County Counsel IV	Status Quo Other	0.00	133,903
3	1210	County Counsel	1210-8057-001-AUG6	AUG6-Management Analyst II	Status Quo Other	0.00	28,765
4	1210	County Counsel	1210-8057-001-AUG4	AUG4-Chief Deputy County Counsel	Status Quo Other	0.00	34,439
5	1210	County Counsel	1210-8057-001-AUG5	AUG5-Chief Deputy County Counsel	Status Quo Other	0.00	34,439
6	1210	County Counsel	1210-8405-001-AUG3	AUG3-Civil Grand Jury	Status Quo Other	0.00	11,423
					Sum:	1.00	517,710

Justification for Augmentations

- County Counsel is a service department, and relies upon personnel to provide services to the Board and County departments.
- County Counsel budget is lean, and there is little to cut in the way of non-personnel line items.
- Losing a Deputy IV will require us to prioritize assignments, resulting in delays and lack of service.
- Reduction of a Deputy IV to a Deputy I will impact recruitment and provision of service; County Counsel needs experienced deputies.

Justification for Augmentations

- Chief Deputy positions are critical for succession planning, supervision, and retention.
- MA II is necessary to support office Finance Manager and Office Manager (MA III).
- Funding the Civil Grand Jury is a state mandate – actual expenses vary from year-to-year depending on the needs of the specific jury.
- County Counsel requests Board support for all augmentations.

Questions

Consider Restoring 4 Critical Human Resources Positions for FY 22/23

Board of Supervisors Meeting
April 5, 2022

Overview

- I. Management Analyst I (1 FTE in Administration Unit)
- II. Associate Personnel Analyst (2 FTE in Class & Comp Unit)
- III. Associate Personnel Analyst (1 FTE in Employee & Labor Relations Unit)

Administration Unit

Mission Statement:

Provide county-wide human resources leadership, direction and support in collaboration with County departments to promote responsive customer service, employee development, transparency, teamwork and consistent and fair practices.

Administration Unit: Management Analyst I (1 FTE)

The Management Analyst I position is critical in the Administration Unit as it supports in researching, gathering and analyzing information on programs and special projects as assigned by the Director of Human Resources.

Classification and Compensation

Mission Statement:

Provide and monitor a responsive, competitive, fair, equitable and standardized compensation system which defines the scope and nature of job assignments, provides ongoing updates of classification specifications, identifies job expectations, and supports career development options. Doing so will enable the County to employ and retain a qualified and diverse workforce.

Classification & Base Wage Compensation Studies

	FY 2020-21	July 2021- Present
<i>Carryover</i>	33	59
Approved Studies:	66	30
Completed/Closed Studies:	40	44
<ul style="list-style-type: none"> Completed Department studies: 		26
<ul style="list-style-type: none"> Completed Union (SEIU) studies: 		18
BOS Action Taken:	19	24
Remaining Active Studies:	59	45

Request to Classify (RTC)

	FY 2020-21	July 2021- Present
Completed RTC Reviews*		
Budget Cycle (December to February):	113	120
Outside Budget Cycle:	52	20
Total:	165	140
*Does not include Natividad		
**Budget kickoff was on 12/03/21.		

Classification Specification Updates

	FY 2020-21	July 2021- Present
Carryover	81	74
Approved Updates:	12	20
Total Completed:	19	17
Remaining Classification Specification Updates	74	77

*Approximately 820 County classifications

Employee and Labor Relations

Mission Statement:

Promote a positive employer – employee work environment and encourage collaborative relationships between employees, management and employee organizations in order to support a high-quality workforce.

Employee and Labor Relations: Associate Personnel Analyst (1 FTE)

- Increase communications and consultation with department heads and other key stakeholders with matters associated with employee relations.
- Assist other employee relations team members in creating an Employee Relations Manual to support supervisors and managers with employee relations matters.
- Conduct training on the basics of employee and labor relations.
- Participate in the implementation a pilot case management process for improved performance management of complicated employee relations cases.

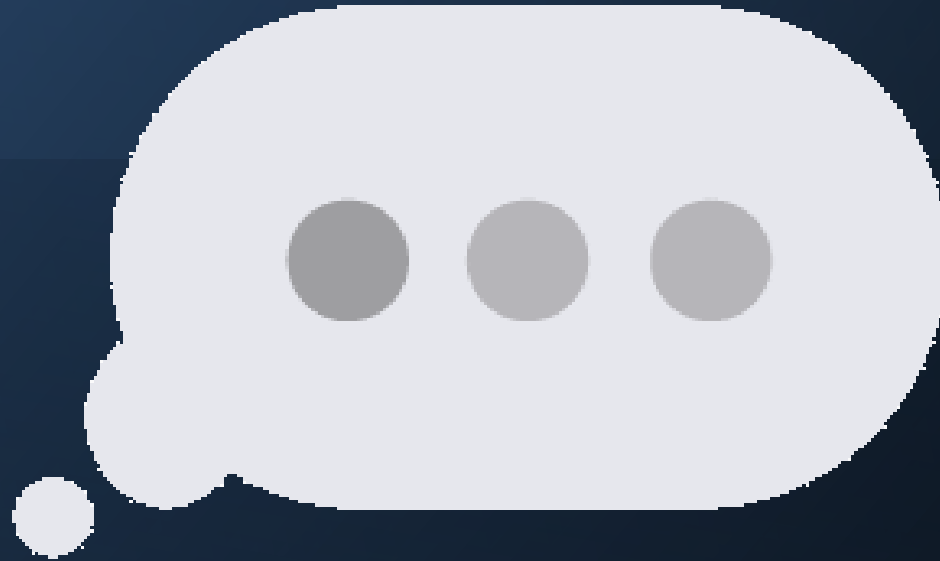
Employee and Labor Relations: Associate Personnel Analyst (1 FTE)

- Conduct disciplinary action training, including how to write disciplinary letters.
- Participate in implementing a performance evaluation training in conjunction to include assisting in developing an updated performance evaluation policy, procedures and forms.
- Participate and assist in implementing an overview orientation to educate newly appointed supervisors and managers on MOUs, PPPR and the County's discipline model.
- Assist in developing a process for providing timely support and guidance to departments in response to disciplinary questions.

Conclusion

The Human Resources Department is requesting that the Board consider restoring all four positions as they are critical to support County departments and services.

Questions?





Monterey County

Item No.5

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 22-297

April 05, 2022

Introduced: 3/28/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

f. Housing and Community Development



HOUSING AND COMMUNITY DEVELOPMENT

Erik V. Lundquist, Director
April 5, 2022

Department Overview

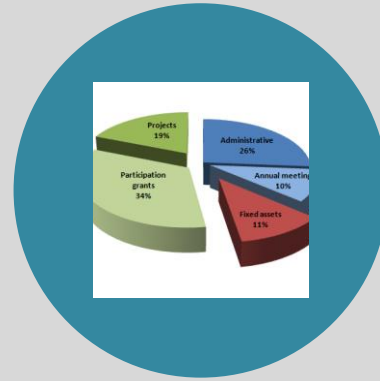
- The Recommended Budget for the Housing and Community Development Department contains \$32.6 million in expenditures, financed by \$19.8 million in program revenue, \$8.9 million in General Fund Contribution (GFC), and \$3.7 million in fund balance use.
- The Recommended Budget for HCD department includes 103 positions, a net increase of four positions from FY 2021-22 Adopted Budget. The additional positions include two Code Compliance Inspector II for Ordinance Enforcement, one Office Assistant and one Water Recourses Technician.
- Housing and Community Development includes Housing and Community Development Programs, Building Services, Planning Services, Permit Center, Environmental Services, and Code Compliance. HCD serves as the lead agency for all development in the unincorporated areas of the County and coordinates with land use agencies like Environmental Health, Fire, and others.

HCD General Fund Units



ANTICIPATED REVENUES

\$8.5M



EXPENDITURES

\$17.4M



GENERAL FUND CONTRIBUTION

\$8.9M

FY2022-23 Augmentation Requests

- Housing Administration:
 - **Housekeys** – This service is a qualified HUD administrator and provides orientations and workshops for Monterey County residents. They also provide documentation of inventory and administration of programs. Housekeys is assisting with new applications, sale and resale applications, refinancing requests and default monitoring. **(\$120,000)**
 - **Local Housing Trust Fund** – This will ensure long-term housing financing that is needed for the development of affordable housing. The goal is to reach \$1M over 5 years. The program will ensure long-term housing financing needs for the development of affordable housing **(\$200,000)**

Department Programs

- On Call Services
 - **Building Services** – Contract Plan check and inspections services continue to be necessary to maintain the 6-to-8-week goal of plan review and field inspections. This includes work performed for Environmental Service and Engineering. (**\$200,000**)
 - **Planning** – Contract services include environmental reviews and will assist the Department in managing the initial studies, EIR Amendments and Administrative Permits. Also, will assist in working through the current backlog, currently there are over 200 planning projects. (**\$200,000**)

County Programs

- **Salinas Valley Ground Basin Investigation** – Completion of the SVGBI was expected by the close of FY2022, but some delays in the accessibility of the USGS model have pushed back to expected completion date into FY2023. (**\$96,000**)
- **Fire Fuel Mitigation** – Funding is critical for the documentation of the Forest Health and Fire Resilience Public Works Program (PWP). The project was expected to be completed in FY2022 but has experienced delays and is expected to be completed by December 2022. (**\$32,000**)
- **General Plan** – The General Plan contains a total of eight (8) elements with goals, policies and regulations that govern the long-term plan for the County. The augmentation would support the preparation of the 6th Cycle Housing Element, revision to the Safety Element and the preparation of a new Environmental Justice Element, which are required by law. (**\$560,000**)



Monterey County

Item No.6

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 22-298

April 05, 2022

Introduced: 3/28/2022

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

g. Health Department

h. Social Services

FY 2022-23 Health Department Requested Budget

ELSA MENDOZA JIMENEZ, DIRECTOR OF HEALTH
BOARD OF SUPERVISORS' BUDGET WORKSHOP
APRIL 5, 2022





VISION

Creating a legacy of health together

MISSION

To enhance, promote, and protect the health of Monterey County individuals, families, communities, and environment

Goal 1: Empower the Community to Improve Health



- Increase civic engagement
- Decrease obesity and diabetes rates
- Decrease teen birth rate
- Decrease heart disease death rate
- Increase kindergarten readiness

Goal 2: Enhance Public Health & Safety through Prevention



- Decrease bullying and violent injury
- Decrease tobacco, cannabis, drug, and alcohol use
- Decrease unintentional injury and death
- Decrease environmentally-related illness and injury

Goal 3: Ensure Access to Culturally & Linguistically Appropriate, Customer-Friendly, Quality Health Services



- Increase access to health care services
- Increase access to mental health services and substance abuse treatment
- Increase access to dental care services
- Increase access to culturally appropriate health education & care

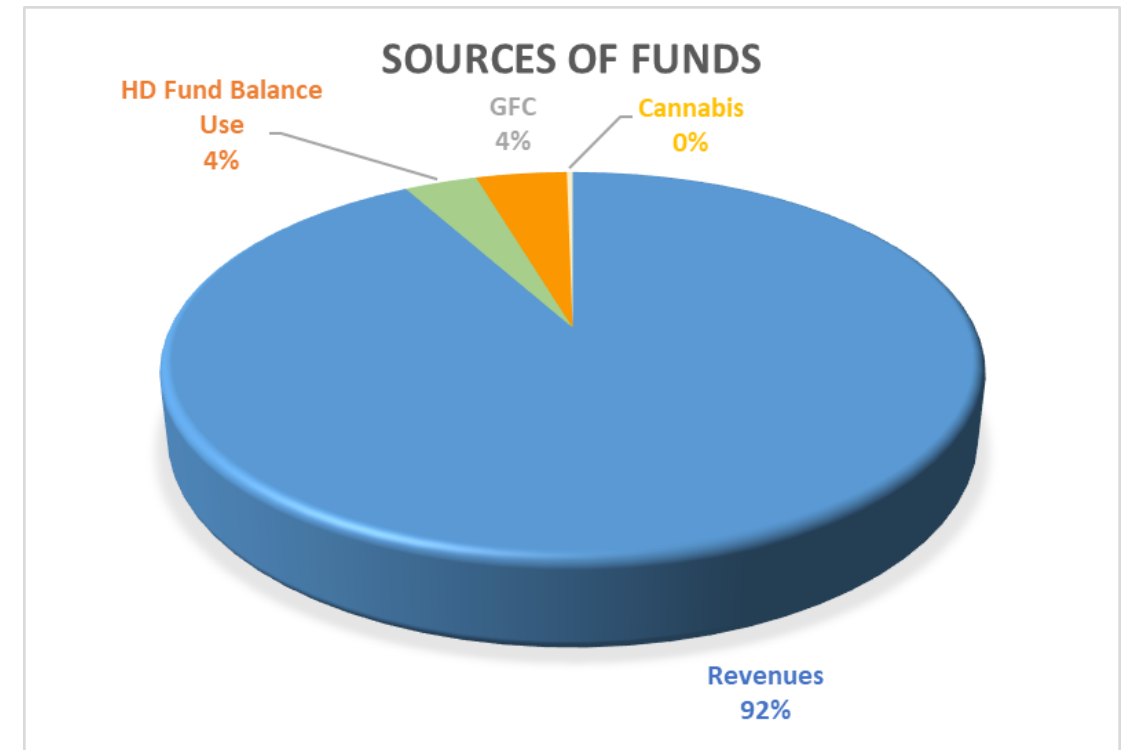
Goal 4: Engage MCHD Workforce & Improve Operational Functions to Meet Current & Developing Population Health Needs



- Maintain a balanced annual budget
- Increase innovative funding streams to further advance work on inequities
- Maintain low vacancy rate for department positions

Requested – All Funds

	FY 2021- 22 Adopted	FY 2022-23 Requested
Appropriations	333.2 million	341.2 million
Revenues	303.6 million	313.1 million
Fund Balance Use	9.5 million	12.4 million
General Fund Contribution	18.5 million	14.7 million
Cannabis Funding	1.6 million	1.0 million
Staffing	1,106.73 FTE	1,108.73 FTE



Augmentation Request: General Fund

	Request	Description
Animal Services: Mobile Clinics	\$108,000	3 Mobile Spay/Neuter Clinics/month
Administration: Sexual Assault Response Team	\$250,000	Contract for Forensic Examiner Services
Administration: Water Repair Completion 1270 Natividad	\$1,200,000	\$1,800,000 approved in FY 2022; revised Total Project Cost is \$3.0M
Public Guardian: Administrative/Clerical Support	\$96,570	Office Assistant II (1.0 FTE)
Total Request for General Fund	\$1,654,570	

Augmentation Request: ARPA

	Request	Description
Public Health: CPTED	\$318,195	Approved in FY 2022 Request for roll-over of unexpended funds

Ongoing COVID Response Efforts not funded by existing Health Department revenues under review. Update will be provided at Budget Hearing in June.

Augmentation Request: Other Funds

	Request	Description
Administration: Human Resource Division Policy, Evaluation, Program Unit	\$978,217 <i>HD Overhead</i> \$290,054 <i>Health Realignment</i>	6.0 FTE (1 Sr. HR Analyst, 1 MAIII, 1 MAII, 2 Assoc. HR Analyst, 1 Pers Tech)* CDPC (1.0 FTE) & CDPSII (1.0 FTE)
Animal Services: Supports for City of Salinas Administrative Support	\$579,618 <i>Service Agreement</i> \$99,116 <i>Fee for Service</i>	Animal Care Tech (1.0 FTE), OAIL (1.0 FTE), ACO (2.0 FTE) Principal OA (1.0 FTE)
Environmental Health: Field Inspections	\$314,859 <i>Fee for Service</i>	EHS II (2.0 FTE)

Augmentation Request: Other Funds (cont'd)

	Request	Description
Public Health: CalAIM: Enhanced Case Management Surveillance Teen Pregnancy Prevention	\$1,176,384 <i>WPC Fund Balance</i> \$ 167,770 \$148,655 <i>Health Realignment</i>	33.0 FTE (SPHN, PHN, PHLVN, SWIII, BHA, CSAII) Supervising PH Epi. (1.0 FTE) CDPC (1.0 FTE)
Behavioral Health: Quality Improvement, CalAIM Clinical and Administrative Support	\$2,370,289 <i>Medi-Cal Revenues</i>	Deputy Director (1.0 FTE)* 33.0 FTE (SWIII, PHLVN, PSWII, BHUS, MAII, MAIII, Medical Assistant, COS)
Clinic Services: Clinic Operation Support	\$595,152 Medi-Cal Revenues	10.0 FTE (Accounting Tech, Sr. PAR, Medical Assistant, Sr. Clinic Nurse)

Recap of Augmentation Request

Fund – Bureau	Requested FTE	Requested Amount
General Fund - 001	62	1,972,765.00
Administration	8	1,450,000.00
Animal Services	6	108,000.00
Clinic Services	10	0.00
Environmental Health	2	0.00
Public Guardian	1	96,570.00
Public Health	35	318,195.00
Behavioral Health Fund - 023	33	1,176,384.00
Behavioral Health	33	0.00
WPC	0	1,176,384.00
Grand Total	95	3,149,149.00

Thank you

Questions/Answers

Elsa Mendoza Jimenez

Director of Health

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www.mtyhd.org



COUNTY OF MONTEREY
HEALTH DEPARTMENT



MONTEREY COUNTY
MCDSS
DEPARTMENT OF SOCIAL SERVICES

W O R K I N G T O G E T H E R
F O R O U R C O M M U N I T Y

Board of Supervisor's Budget Workshop

Monterey County Department of Social Services

Presented by: Lori A. Medina and Jason Cameron

April 5, 2022



Social Services Overview

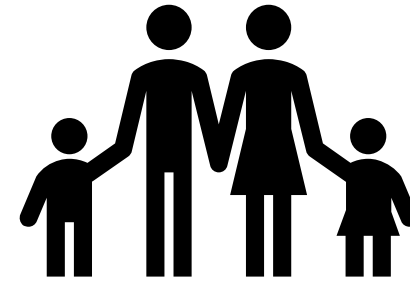
- DSS Department Overview
- DSS Requested Budget
- DSS Augmentations

Requested Baseline Budget Overview

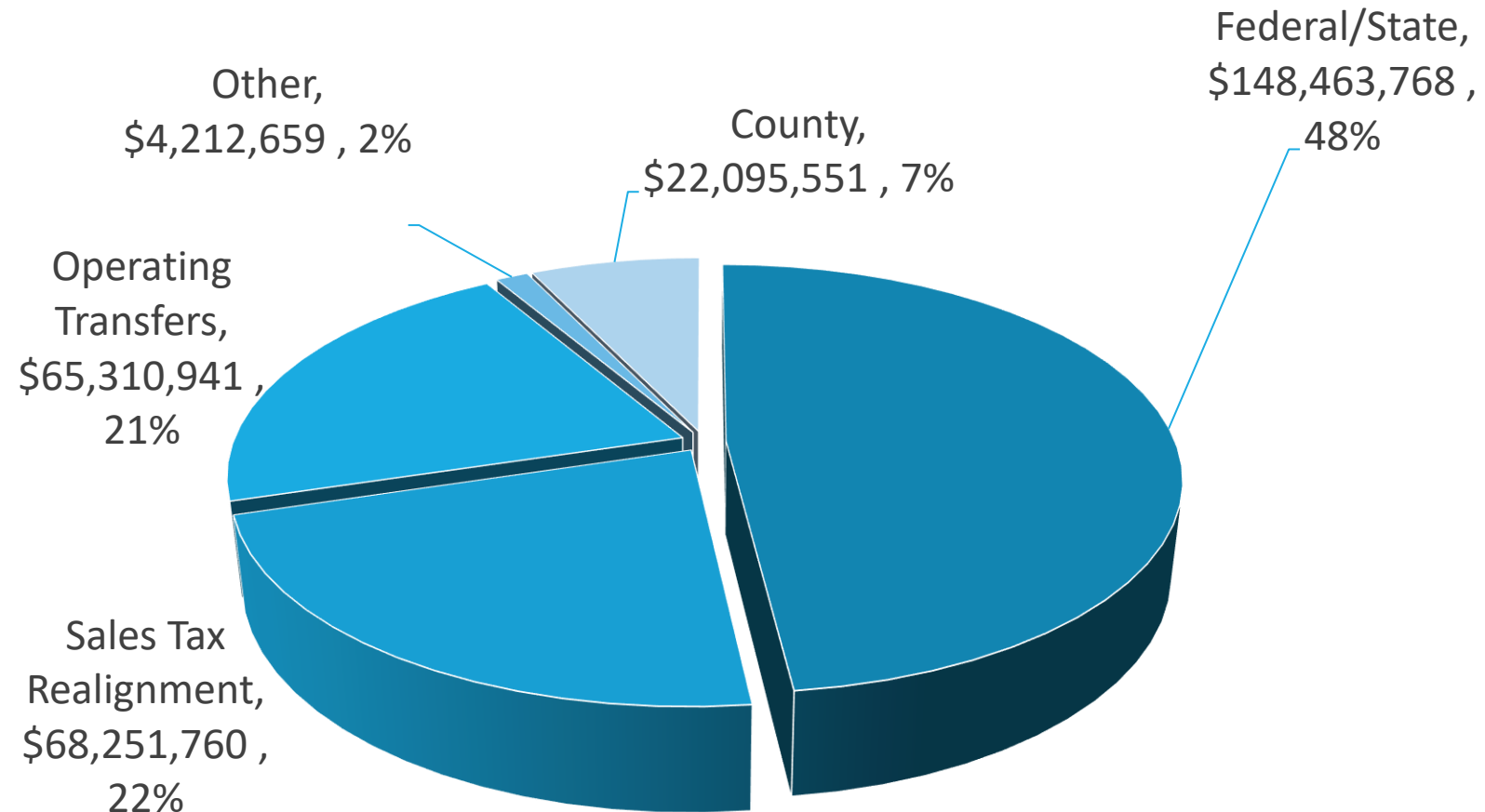
\$308.8M – 910 Positions

Program Administration: \$178.8 million

- **Aging & Adult Services**
- **Community Benefits**
- **CalWORKs Employment Services**
- **Family and Children Services**
- **Community Programs - \$11.2 million**
 - Area Agency on Aging – Support non-profit programs for Seniors, 65+
 - Community Action Partnership – Homeless, domestic violence, etc
 - IHSS Public Authority – Provides an IHSS Registry for providers who care for IHSS clients
 - Military & Veterans Affairs
- **Entitlements -- \$118.8 million**
 - CalWORKs, General Assistance, IHSS, and Out of Home Care



Overview of Social Services Revenues



Overview of DSS General Fund Contributions -\$22.1 M

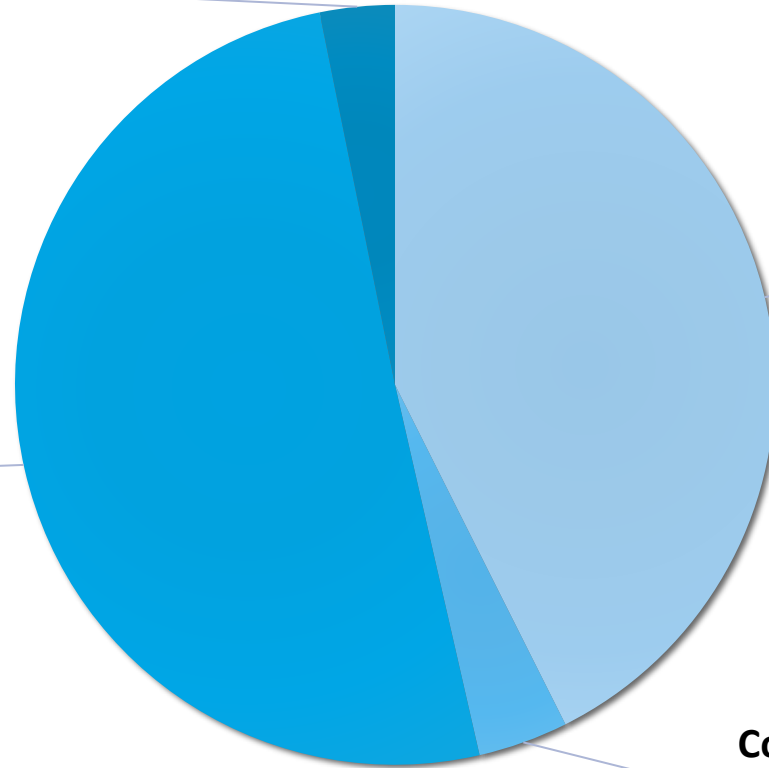
Military & Veterans Affairs, \$702,900

**Entitlements,
\$11,134,636**

**Administration,
\$9,411,714**

**Community Programs,
\$846,301**

■ Administration ■ Community Programs ■ Entitlements ■ Military & Veterans Affairs



Major Factors for Increased Budget Costs

			FY 23 Total Requested Budget
FY 22 Adopted	FY 23 Baseline	Augmentations	
\$ 310,543,430	\$ 308,804,153	\$ 2,872,995	\$ 311,677,148

- Salaries (Comp Studies/COLAs) -- \$8.5m
- PERS (includes Suppl.Pension Liability) – \$3.3m
- Insurance (Health, Dental, Vision) – \$2.8m
- Other Misc Employee Benefits - \$1.4
- Risk Insurance/Liability – \$0.5m
- Other Charges - \$0.7m
- IHSS MOE 4% annual increase – \$1.5m (Total \$17.7m)
 - \$10.9 covered by Realignment

Reduction in Contracts - \$-17.5m

(Rental Assistance, Whole Person Care)

14 Augmentations - \$2.4m GFC Needed

Description	Cost	Revenue	GFC Needed
Office Maintenance Worker	\$91,278	\$91,278	
Negotiated Wage/Health Benefit Increases for IHSS Care Providers	\$1,021,688		\$1,021,688
5 Emergency Response Social Workers	\$758,530	\$303,414	\$455,116
Social Worker Supervisor	\$167,969	\$59,989	\$107,980
5 Intake Social Workers	\$758,530		\$758,530
Homeless Outreach and Coordination	\$75,000		\$75,000
Total	\$2,872,995	\$454,681	\$2,418,314

Budget for Homeless Programs

Description	Domestic Violence	PLHA*	HHAP*	One-Time HHAP	County	s/Total	Aug.# 14	Total
SHARE Center		250,000		1,230,115	22,500	1,502,615		1,502,615
Coalition of Homeless				186,882	483,118	670,000		670,000
CoC/Youth Rapid Rehousing			217,996			217,996		217,996
Shelters(Natividad,Seaside, Youth)	22,500		130,000		63,282	215,782		215,782
Gathering for Women					45,000	45,000		45,000
Homeless Outreach/Coordination (RFP)				125,000		125,000	75,000	200,000
Housing Resource Center					50,000	50,000		50,000
King City HomeKey				350,000		350,000		350,000
Salinas HomeKey				800,000		800,000		800,000
New Safe Parking (RFP)				175,000	7,980	182,980		182,980
Strategic Planning			50,015			50,015		50,015
Total	22,500	250,000	398,011	2,866,997	671,880	4,209,388	75,000	4,284,388

*PLHA – Permanent Local Housing Allocation, MOU from Economic & Redevelopment Agency –
Note: Spreadsheet reflects revised amount to be received, but only \$25,000 was included in the initial Budget Request.

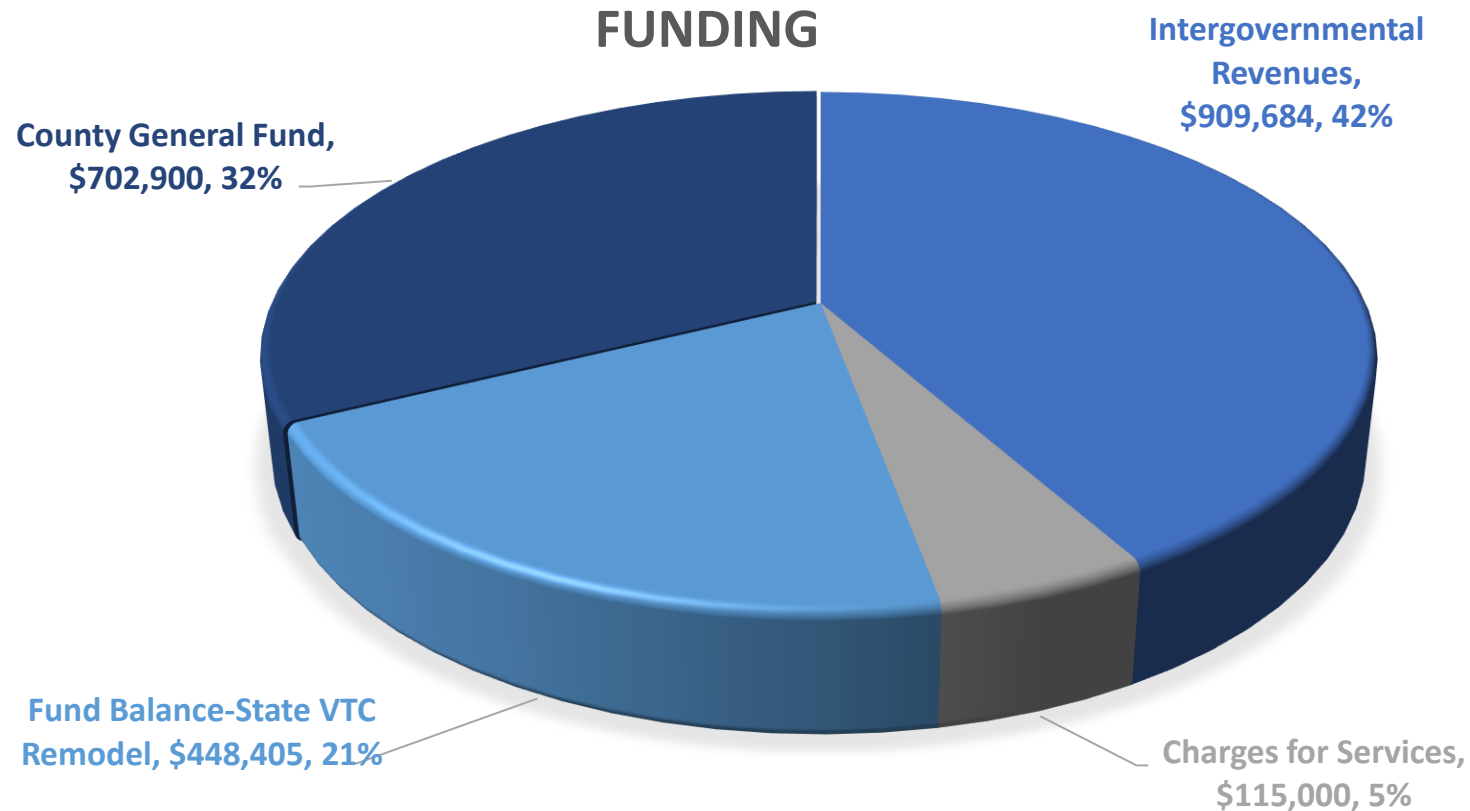
*HHAP – Homeless Housing, Assistance, and Prevention State Agreements (Rounds 1, 2, and 3)

Military & Veterans Affairs

\$2.2m -- 11 Positions

19,876 – Monterey County Veterans Population

\$10,996,660 - New Claim Award Payments in FY 2020-21



Social Services



Thank You for Your Time

QUESTIONS?



Monterey County

Item No.7

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 22-299

April 05, 2022

Introduced: 3/28/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

i. Public Works, Facilities, & Parks



Public Works, Facilities & Parks

Board of Supervisors
Budget Workshop
April 5, 2022

PWFP Core Functions

- To provide customer service, and operate and maintain:
 - County Roads and Bridges
 - Facilities and Grounds
 - County Parks
 - Including former Fort Ord properties
 - Laguna Seca Recreational Area
 - Fleet, Mail/Courier, Records Retention

PWFP Core Functions

Outside Funds

Road Fund

- Roads & Bridges Engineering
 - 34 Scheduled Projects
- Roads & Bridges Maintenance
 - 1,257 Miles of Roads
 - 175 Bridges
 - Road Appurtenances (traffic signals, striping, etc.)

Other Funds

- Capital Projects
 - 26 Scheduled Projects (12 ARPA/ 14 Other)
 - Dept sponsored Projects
- Lakes Enterprise Fund (Nacimiento)
- Laguna Seca Recreation Area (542 acres)
- East Garrison Public Financing Authority
- County Service Areas (40)
- County Sanitation Districts and Water (3)
- Fish & Game

PWFP Core Functions

General Funds

- Facilities Maintenance
 - Facilities & Grounds
 - 2 million sq. ft. County-Owned Facilities
 - 437,000 sq. ft. Leased Building Space
 - Architectural Services
 - Capital Project Implementation and Project management
 - 5-Year CIP
 - Property Management
 - 93 Owned Facilities
 - 68 Leased Facilities
 - 42 County Landlord Leases
 - 486 Owned Parcels
- Utilities
 - Gas, electric, water, garbage, sewer, alarm, & fire protection
- County Parks
 - 30,130 acres Regional Parks & Open Space
- Fort Ord (New - former FORA properties)
 - 2,980 acres
- Litter Control
- Rifle Range
- County Disposal Sites
 - 2 Transfer Stations
 - 12 Closed Landfill Disposal Sites
- Stormwater/Floodplain Management
 - Countywide NPDES permit
 - CRS (unfunded)
- Central Service Units
 - Fleet, Mail, Courier, & Records Retention

General Fund	Total
Staffing	139 FTE
Revenues	<u>\$1,936,284</u>
Expenditures	
Salary & Benefits	18,190,807
Services & Supplies	14,362,886
Other Charges	(17,767,535)
Capital Assets	412,819
Operating Transfers Out	<u>289,263</u>
Total Expenditures	<u>\$15,488,240</u>
GFC Contribution	<u>\$13,551,956</u>

General Fund Budget Overview

Reductions to Balance (\$2.5 M)

- Unscheduled Maintenance, \$903K
- Custodial Services, \$950K
- COVID-19 Janitorial, \$250K
- Security at Laurel Yard, \$250K
- Fire Fuel Abatement, \$150K
- Parking Citation, \$20K

AUGMENTATION REQUESTS



Augmentations

Priority No. 1 – CSD/CSA

- Pajaro County Sanitation District, \$2,416,403
- County Service Area 17-Tierra Grande, \$22,600

Priority No. 2 – Facilities

- COVID-19 Janitorial, \$250,000
- Custodial Services, \$950,000
- Unscheduled Maintenance, \$903,000
- Security at Laurel Yard, \$250,000
- Fire Fuel Abatement & Tree Work, \$120,000
- Parking Citation – Data Ticket, \$20,000

Augmentations

Priority No. 3 – Unfunded Critical Positions

10 FTE, Unfunded Need \$1,219,029

- Fort Ord, \$667,340
 - 2 Park Ranger II
 - 2 Parks Building & Grounds Worker II
 - 2 Park Services Aide II
- Jacks Peak Park, \$195,462
 - Parks Building & Grounds Worker II
 - Parks Services Aide II
- New Central Service Units, \$193,650
 - Administrative Operations Manager
- Stormwater, \$162,577
 - Associate Water Resources Hydrologist

Priority No. 4 – Funded Critical Positions

17 FTE, Need \$0

- Road Fund
 - (6) FTE in Road/Bridge Maintenance
 - Assistant Road Superintendent
 - Bridge Maintenance Worker
 - 4 Road Maintenance Worker
 - (4) FTE in Road/Bridge Engineering
 - 2 Civil Engineer
 - 2 Assistant Engineer
 - (3) FTE in Traffic Engineering and County Surveyor
 - GIS Analyst II
 - 2 Engineering Technician
- Laguna Seca
 - Accountant III
- New Central Service Units
 - Accountant I
 - Accounting Technician
 - Reallocate Temp to Perm Storekeeper

Augmentations

Priority No. 5 – Parks

- Playground Inspections & Repairs/Replacement, \$250,000
- Roof Replacements, \$400,000
- Parks Master Plan, \$350,000
- Firepits, BBQ & Picnic Tables, \$250,000

Priority No. 6 – Laguna Seca

- Portable Radio Replacement, \$552,465
- Start/Finish Bridge, \$4,875,000
- Track Resurfacing, \$4,850,000

Priority No. 7 – County Projects

- Health Department HVAC - \$95,347

PWFP Loss of Augmentations

- Likely reduced service levels to the public and County customers
- Impact Warranty(s) of building equipment
- Projects/programs in tenuous conditions
- Contrary to City Gate recommendations
- One-time decisions could yield long-term repercussions



Questions



Monterey County

Item No.8

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 22-296

April 05, 2022

Introduced: 3/28/2022

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

- j. Public Defender
- k. District Attorney
- l. Sheriff's Office

A bronze statue of Lady Justice, blindfolded and holding scales of justice, stands against a clear blue sky. The statue is positioned on the left side of the frame, with its right arm raised and holding a torch. The background is a solid blue sky, and the statue is the central focus of the image.

PUBLIC DEFENDER

FY 2022-23

BUDGET WORKSHOP

Susan E. Chapman

Public Defender

DEPARTMENT OVERVIEW

The mission of the Monterey County Public Defender's Office is to effectively, efficiently, and zealously defend the Constitutional and statutory rights of indigent defendants, juveniles, and community members in criminal and limited civil proceedings, by developing strong attorney-client relationships, and by working with our Public Safety Partners, community members and organizations to insure our clients will thrive as members of Monterey County thereby promoting a thriving, safe and secure environment.



MANDATED SERVICES

The Public Defender is the primary defense attorney for indigent individuals facing potential incarceration or loss of liberty as mandated by:

- ✓ US CONSTITUTION
- ✓ CA CONSTITUTION
- ✓ COUNTY REGULATIONS



SERVICE AREAS

- | | |
|-----------------------------------|--|
| ✓ DEATH PENALTY CASES | ✓ APPEALS |
| ✓ FELONIES | ✓ PROP 47 |
| ✓ MISDEMEANORS | ✓ POST SENTENCE RELIEF |
| ✓ JUVENILE | ✓ PRCS VIOLATIONS / PAROLE REVOCATION HEARINGS |
| ✓ RE-SENTENCING / NEW LEGISLATION | |

COST DRIVERS

WAGE ADJUSTMENTS



\$798K

PERS



\$240K

SALARY & BENEFITS



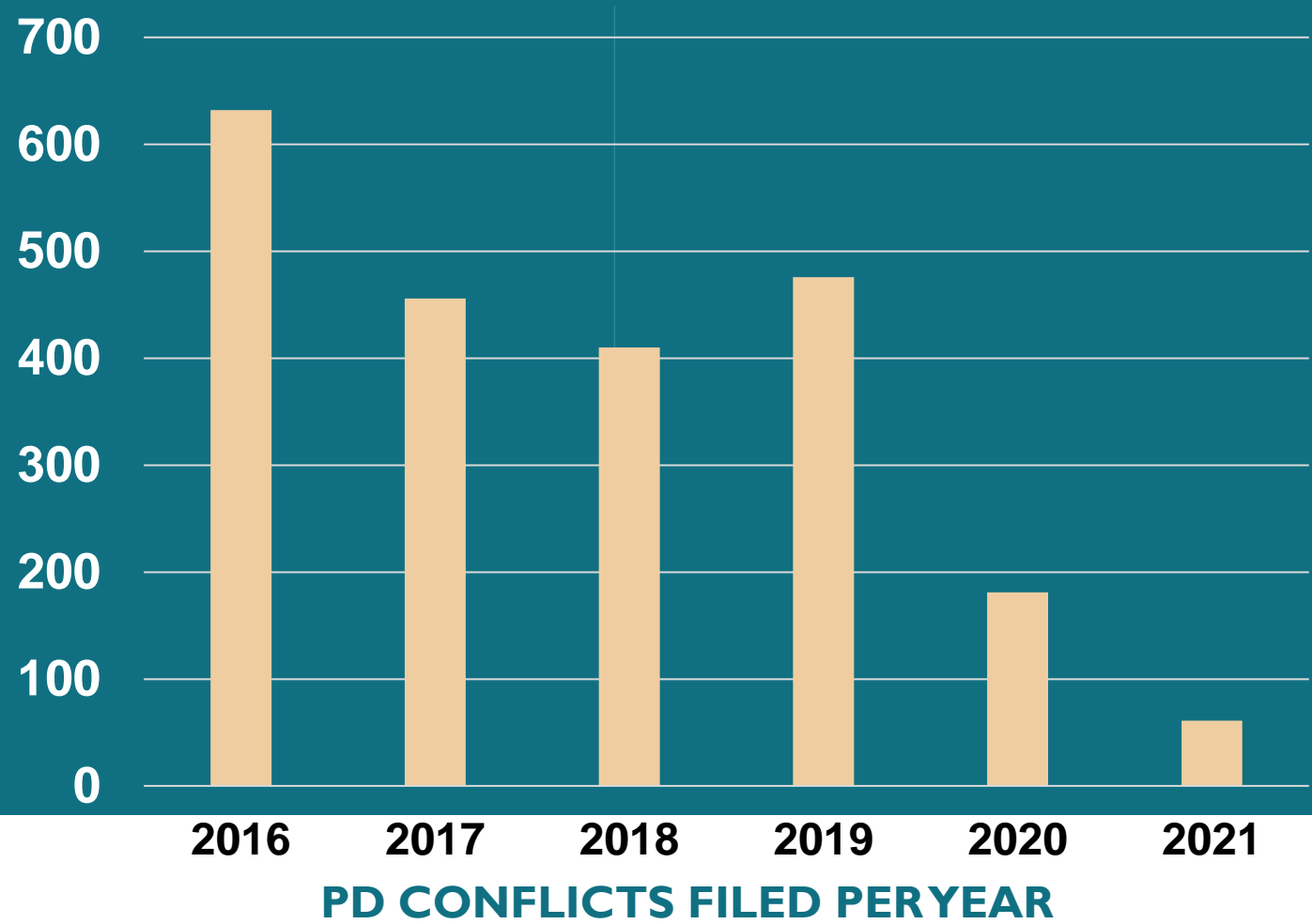
\$200K

POTENTIAL IMPACTS OF FUNDING REDUCTION



- ✓ **Wrongful Convictions**
- ✓ **Increased Custody Time**
- ✓ **Increased Pretrial Population**
- ✓ **Reduced Access to Rehab Services**
- ✓ **Increased Deportations**
- ✓ **Unnecessary Separation of Families**
- ✓ **Reduced Access to Post Sentence Relief**
- ✓ **Reduced Employee Hire & Retention**

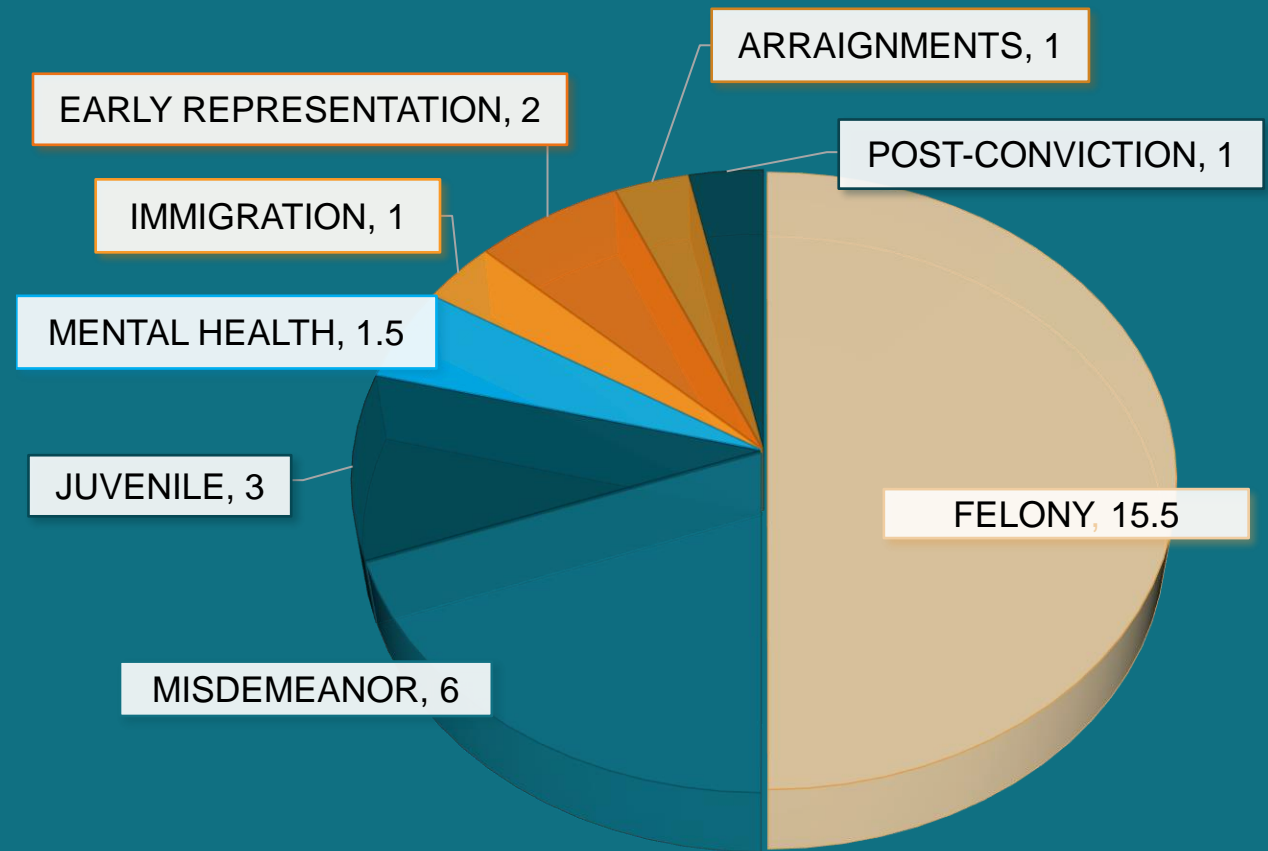
IMPROVING SERVICES-CONFLICT REDUCTION



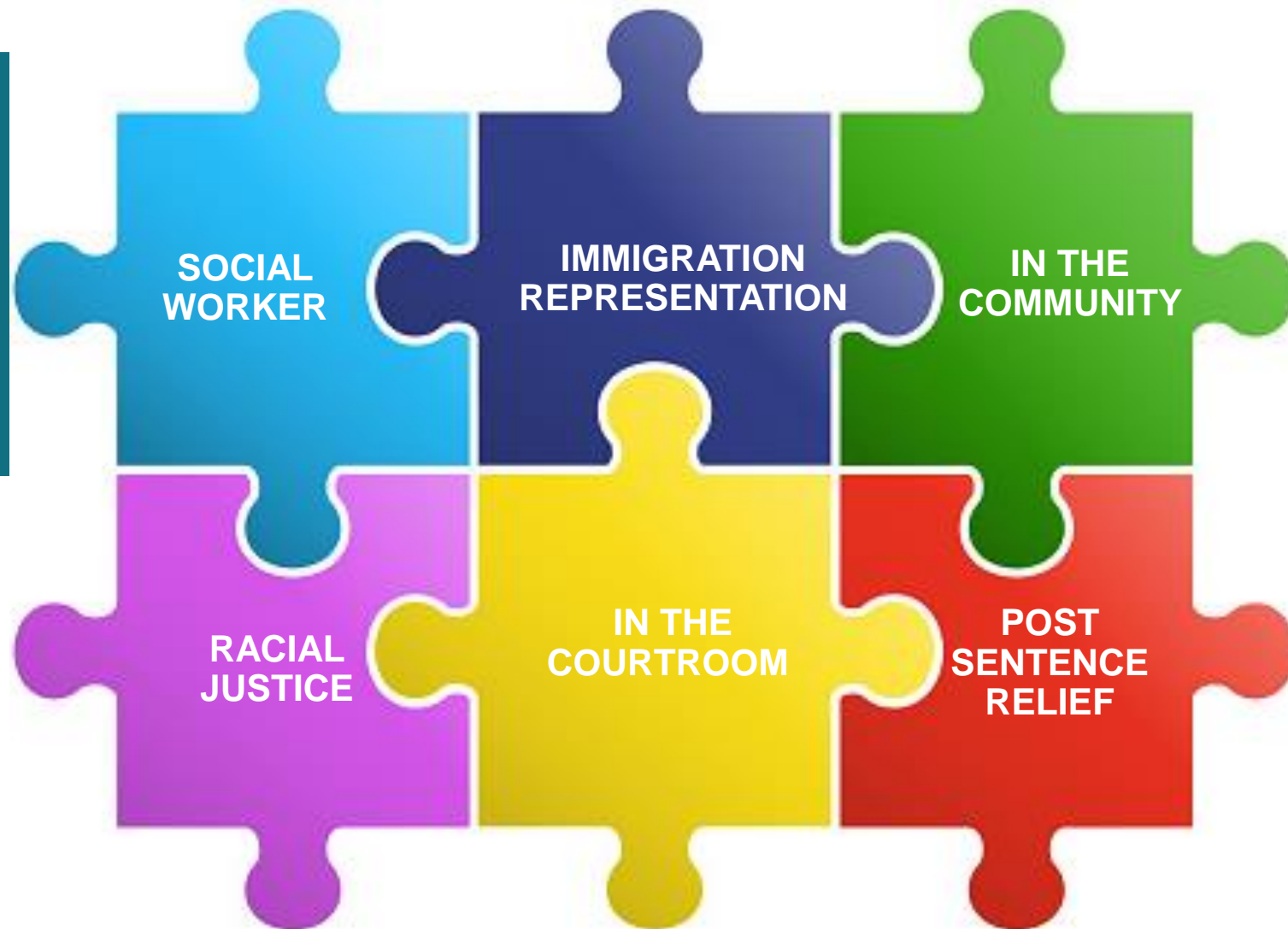
ATTORNEY STAFFING BY UNITS



31.0 FTE ATTORNEY



HOLISTIC DEFENSE

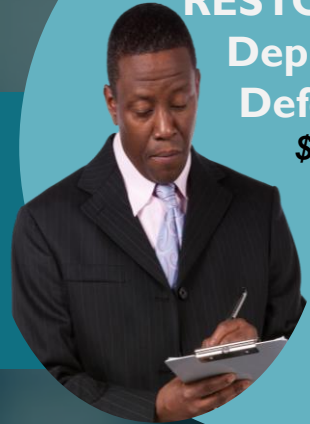


AUGMENTATIONS

REALLOCATE
.50 to 1.0FTE
Account Clerk
\$39,319



RESTORE 1.0FTE
Deputy Public
Defender IV
\$287,643



ADDITIONAL
GFC REQUESTED

\$559,549



NEW
Racial Justice
1.0FTE Deputy
Public Defender IV
\$276,576



NO IMPACT
TO GFC

\$276,576
Grant Funded



RESTORE 1.0FTE
Deputy Public
Defender IV
\$232,587



THANK YOU!



Susan E. Chapman



ChapmanSE@co.monterey.ca.us



755-5058



Why is the District Attorney's
2022-2023 Baseline Budget
\$2.3 million less than required
for current staffing levels?

Wage Adjustments & Raises

Position	% Wage Increase	Cost
Deputy District Attorneys	12.26%	\$1,400,000
Legal Secretaries	13%	\$610,000
Investigators - pending	9.1%	<u>\$210,000</u>
	Total:	\$2,220,000
	Short:	\$2,300,000

Baseline funding requires cuts:

(11) Deputy District Attorneys (20% of current staff):	\$1,570,998
(2) Investigators:	\$411,782
(1) Victim Advocate:	\$94,541
(2) Legal Secretaries:	\$202,158
(1) Legal Typist:	\$83,502
Total:	\$2,362,981

DA Offices Cost Analysis

FY 2019 - 2020

County		DA NCC	DA Cases Filed	DA Percentage of NCC vs Total Budget
Marin		\$ 9,729,618	3,479	51%
Napa		\$ 8,487,256	3,062	61%
Ventura		\$ 36,636,978	15,717	64%
Santa Cruz		\$ 13,310,981	6,482	65%
Solano		\$ 14,837,069	7,306	56%
Placer		\$ 15,076,380	7,631	61%
Sonoma		\$ 15,607,423	10,033	54%
San Luis Obispo		\$ 11,514,125	8,670	60%
Tulare		\$ 21,289,863	16,603	80%
Santa Barbara		\$ 14,302,800	11,535	51%
San Benito		\$ 1,370,784	1,252	88%
Monterey		\$ 12,947,988	13,913	45%

Sheriff's Budget 2022

Overview

Status Quo Budget

- This budget does **NOT** add any new position or programs
- If the “augmentations” are not funded, the result will be cuts to employees of the Sheriff’s Office and services to the community.

Summary

Total Expenditures increased	\$ 13,443,351.00
Total Revenue Increased	\$ 827,768.00
GFC Increased	\$ 3,768,910.00
Net GFC needed for Status Quo	\$ 8,846,673.00
Primary Cost Drivers	
Salary	\$ 3,345,919.00
CalPERS	\$ 1,597,937.00
CalPers Set aside	\$ 3,461,924.00
COWCAP	\$ 2,829,223.00
Subtotal of Primary Cost Drivers	\$ 11,235,003.00

We are asking for 8.8 million when our primary cost drivers increased by 11.2

Status Quo Filled Positions Eliminated if not funded

	FTE	Amount
Filled Position TOTAL	17	\$ 2,150,458.00
FILLED CIVIL PROCESS SERVER	1	\$ 93,668.00
FILLED CRIME PREVENTION SPECIALIST	1	\$ 104,902.00
FILLED DEPUTY SHERIFF-CORRECTIONS	9	\$ 1,285,326.00
FILLED OFFICE ASSISTANT III	2	\$ 200,716.00
FILLED SR DEPARTMENTAL INFO SYSTEMS COORDINATOR	1	\$ 120,629.00
FILLED VEHICLE ABATEMENT ENFORCEMENT OFFICER	1	\$ 115,695.00
FILLED WORK ALT SPECIALIST	2	\$ 229,522.00

Status Quo Vacant Positions eliminated if not funded

Status Quo Vacant Position TOTAL	33	\$ 4,251,325.00
VACANT CHIEF DEPUTY	1	\$ 224,960.00
VACANT CORRECTIONS SPECIALIST	2	\$ 166,532.00
VACANT CRIMINAL INTELLIGENCE SPECIALIST	1	\$ 101,175.00
VACANT CUSTODY CONTROL SPECIALIST	4	\$ 368,436.00
VACANT DEPUTY SHERIFF-CORRECTIONS	9	\$ 1,285,326.00
VACANT DEPUTY SHERIFF-OPERATIONS	10	\$ 1,428,140.00
VACANT PERSONNEL ANALYST	1	\$ 117,141.00
VACANT SENIOR CIVIL CLERK	1	\$ 74,021.00
VACANT SHERIFF'S PROPERTY TECHNICIAN	1	\$ 81,218.00
VACANT SHERIFF'S SERGEANT	1	\$ 223,428.00
VACANT WORK ALT SPECIALIST	2	\$ 180,948.00
RECLASSIFIED FORENSIC AUTOPSY TECHNICIAN	1	\$ 89,408.00

Status Quo – Existing Operations

Status Quo Other TOTAL	\$ 2,355,482.00
Automatic External Defibrillators - AED	\$ 150,000.00
Jail Food Service Augmentation	\$ 600,000.00
OVERTIME FOR INVESTIGATION/CORONER' UNIT	\$ 800,000.00
OVERTIME-JAIL	\$ 505,482.00

Budgetary Impacts

- If augmentations are not funded, this budget will cause 51 positions to be deleted from the Sheriff's Office
- The deletions will include 27 vacant and filled deputy sheriff positions. This will affect both patrol and the jail, service to the community and the Hernandez lawsuit.

Other unbudgeted cost concerns

- DSA agreement pending – this budget does not consider any pay raises considered with a new agreement with DSA.
- No temps – this budget does not consider our ongoing need for temporary employees to backfill vacancies.
- Vacancy – this budget considers a 2.9-million-dollar vacancy factor when all our vacancies may be eliminated.
- Maintenance –this budget does not consider potential maintenance of equipment needs for the jail expansion.
- Fuel – this budget does not consider the impact of higher fuel costs. My agency consumes 265,000 gallons of fuel patrolling the vast landscape of Monterey County. If fuel cost stay or rise above \$6 per gallon, we could see fuel charges in excess of \$1.5 million.



Monterey County

Item No.9

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: CS 22-011

April 05, 2022

Introduced: 3/24/2022

Current Status: Agenda Ready

Version: 1

Matter Type: Closed Session

Closed Session under Government Code section 54950, relating to the following items:

a. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Administrative Officer.

b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) County of Monterey dba Natividad Medical Center, et al. v. Kaiser Foundation Health Plan, et al.
(Monterey County Superior Court case no. 19CV001823)

c. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.



Monterey County

Item No.10

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: PAR 22-018

April 05, 2022

Introduced: 3/16/2022

Current Status: Agenda Ready

Version: 1

Matter Type: Preliminary Analysis
Report

Receive a preliminary analysis report in response to **Board Referral No. 2022.10** requesting the County Librarian bring forward, as part of our annual budget, consideration for the County to contribute to the new Library/Community Center in the City of Gonzales.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a preliminary analysis report in response to **Board Referral No. 2022.10** and:
 - 1) Direct that staff proceed with completion of referral based on description in this report; or,
 - 2) Direct that staff:
 - i. Proceed with completion of referral based on modifications by the Board; or,
 - ii. Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or,
 - iii. Rescind referral.
- b. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:

The City of Gonzales is constructing a new Community Center which will house recreation facilities, a Teen Innovation Center, outdoor amenities, and provide a home for the Gonzales branch of the Monterey County Free Libraries.

Proposed Project Description:

This branch would move public library services in Gonzales closer to the schools and other City facilities, providing a safer walk for students to their public library. This would also provide the Gonzales branch with adjacent outdoor space to use for programming, an opportunity the current rented space in Gonzales lacks today. Sharing the space with the Teen Innovation Center allows for much closer collaboration and joint learning with the teens in Gonzales. The facilities will allow use as an emergency operations hub, from a Temporary Evacuation Point to an emergency shelter, a role the Monterey County Free Libraires staff is familiar with.

More details from the City of Gonzales can be found here:

<https://gonzalesca.gov/engaged-community/gonzales-community-center-complex>

Estimated Project Cost:

The City of Gonzales estimates the entire project to cost \$34.8M, and the Library portion of construction to cost \$9.5M.

The Monterey County Free Libraries has drafted a Capital Improvement Project estimating approximately \$400,000 for Furniture, Fixtures, and Equipment to outfit the new library facility, along with moving costs. This is a very rough estimate, as details on the elements included in construction, and the amount of Library equipment and supplies that can successfully be moved to and used in the new space, are still to be determined. As the timeline and details develop, Monterey County Free Libraries will further detail costs and details to outfit and equip the new space. With this estimate, the Monterey County Free Libraires will recommend this amount to come from the Library Fund Balance, in FY 23-24.

Staffing Level Estimate:

The budget augmentation request was due March 1, 2022 and has been completed by Monterey County Free Libraires staff. Staffing for the new Gonzales Library facility, when constructed, is not planned to change from the current three full-time staff.

Departmental Challenges:

The budget augmentation request has been completed and submitted.

Proposed Response Date:

The budget augmentation request has been completed and submitted, for consideration as part of the annual budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Moving the Monterey County Free Libraries branch in Gonzales to a safer location with more amenities and the ability to work in close collaboration with the City of Gonzales will enhance public library services to the Gonzales community.

Mark a check to the related Board of Supervisors Strategic Initiatives

- ☐ Economic Development
- ☐ Administration
- ☐ Health & Human Services
- ☒ Infrastructure
- ☐ Public Safety

Prepared by: Hillary A. Theyer, Library Director, 883-7576

Approved by: Hillary A. Theyer, Library Director, 883-7576

Attachments:

Board Referral No. # 2022.10



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: PAR 22-018

April 05, 2022

Introduced: 3/16/2022

Current Status: Agenda Ready

Version: 1

Matter Type: Preliminary Analysis
Report

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Departmental Challenges:

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Proposed Response Date:

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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Mark a check to the related Board of Supervisors Strategic Initiatives

- ☐ Economic Development
- ☐ Administration
- ☐ Health & Human Services
- ☒ Infrastructure
- ☐ Public Safety

Prepared by: Hillary A. Theyer, Library Director, 883-7576

Approved by: Hillary A. Theyer, Library Director, 883-7576

Attachments:

Board Referral No. # 2022.10

DocuSigned by:

Hillary Theyer

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DocuSigned by:

Hillary Theyer

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3/21/2022 | 10:05 AM PD

Legistar File Number: PAR 22-018

Monterey County Board of Supervisors Referral Submittal Form

Referral No. 2022.10
Assignment Date: 3/01/22
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:

Date: 2/2/22	Submitted By: Supervisor Lopez	District #: 3
Referral Title: Request that the County Librarian bring forward, as part of our annual budget, a consideration or opportunity for the County to contribute to the new Library/Community Center in the City of Gonzales.		
Referral Purpose: The Monterey County Free Libraries has a long standing presence in the community of Gonzales. The City has begun the process, after a self taxed assessment initiative was successful, of designing and constructing a new community center that houses a Teen Innovation Center and Library, as well as future opportunities for community facilities. This referral seeks to have the County Librarian bring forward an opportunity during our annual budgeting process to invest in the facility that intends to house the County Library Branch for Gonzales in perpetuity.		
Brief Referral Description (attach additional sheet as required):		
Classification - Implication		Mode of Response
<input type="checkbox"/> Ministerial / Minor <input type="checkbox"/> Land Use Policy <input type="checkbox"/> Social Policy <input checked="" type="checkbox"/> Budget Policy <input checked="" type="checkbox"/> Other: <u>Tax Assessment Policy</u>		<input type="checkbox"/> Memo <input type="checkbox"/> Board Report <input checked="" type="checkbox"/> Presentation
		Requested Response Timeline
		<input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input checked="" type="checkbox"/> Status reports until completed <input type="checkbox"/> Other: _____ <input type="checkbox"/> Specific Date: _____

ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:

Department(s): <u>Libraries</u>	Referral Lead: <u>Hillary Theyer</u>	Board Date: <u>3/01/22</u>
---------------------------------	--------------------------------------	----------------------------

REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:

Department(s):	Referral Lead:	Date:
----------------	----------------	-------

ANALYSIS - Completed by Department and copied to Board Offices and CAO:

Department analysis of resources required/impact on existing department priorities to complete referral:	
Analysis Completed By:	Department's Recommended Response Timeline
	<input type="checkbox"/> By requested date <input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> 6 months <input type="checkbox"/> 1 year <input type="checkbox"/> Other/Specific Date: _____
Date: _____	

REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:

Referral Response Date:	Board Item No.:	Referrals List Deletion:
-------------------------	-----------------	--------------------------

Note: Please cc Karina Bokanovich, Rocio Quezada and Maegan Ruiz-Ignacio on all CAO correspondence relating to referrals.



Monterey County

Item No.11

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 22-300

April 05, 2022

Introduced: 3/28/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive a preliminary analysis report in response to **Board Referral No. 2022.12 - Strategic Grant Services Program Capacity.**

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- 1) Receive a preliminary analysis report in response to **Board Referral No. 2022.12 - Strategic Grant Services Program Capacity;**
- 2) Provide direction to staff on which, if any, option to pursue; and
- 3) Direct staff to return to the Board with a corresponding budget modification request to implement the referral.

PRELIMINARY ANALYSIS:

Referral Summary & Background: Board Referral No. 2022.12 (Askew) Strategic Grant Services Program Capacity was assigned to the County Administrative Office on March 1, 2022. The referral seeks options to increase the capacity of the Program in order to support County departments in applying for an anticipated significant increase in State and Federal grant funding opportunities. The referral requests:

1. A report on internal and contract resources needed to meaningfully support County departments in analyzing and responding to upcoming grant opportunities through the Program - without adversely impacting the County's Legislative Program efforts;
2. Options for Board consideration to expand the Program so that it provides a comprehensive view of the grant efforts of all County departments;
3. Options for building program capacity - including costs for each option; and
4. Recommend preferred options and a corresponding mid-year budget request.

Approach - Information Gathering:

The Grant Program is currently staffed by a Management Analyst III (MAIII) utilizing on average 15% of their time with the remaining 85% of their time dedicated to the Legislative Program, and a contracted grant specialist (\$84,000 per year). The Grant Program is resourced to work on a small number of grants (10-15) each year varying depending on their complexity, to provide notices of funding opportunities, and to provide strategic advice and consultation with County departments in determining if a competitive application can be written. Therefore, by design, the Grant Program can only work on a

small number of the County's grant applications each year and does not represent the County's overall grant funding efforts, priorities, or needs. Current staff and consulting resources and workload are completely utilized so adding any additional work will require additional resources.

Staff and the County grant consultant attended the March 2, 2022 Department Heads meeting to solicit feedback on what type of additional assistance departments need in the grant application process, and the meeting was followed up by a survey seeking additional information and feedback summarized below.

Increased assistance in the grant application review and development process as follows:

- More general notifications of grant funding opportunities;
- More specific assistance researching grant opportunities for a specific project;
- Creation of an internal County website with grant funding resources, information and links;
- Posting of past County applications on an internal County website to be used as examples for other departments and/or to provide general information which can be duplicated in other applications;
- An increase in consultations to help determine if grant requirements can be met;
- An increase in consultation to determine if County project would be competitive;
- Grant/technical writing assistance.

If an application isn't submitted its most often because:

- Inability to meet the grant requirements - including matching funding requirements;
- Inability to meet the timeline for submittal;
- No staff to work on the grant application;
- *No staff to work on grant administration (administration/finance/reporting requirements) **
- *No staff to work on the granted project/program implementation. **

****The last two issues are beyond the scope of the Grant Program and are not addressed in this report or recommendations.***

Estimated Project Cost:

Staff outlines five (5) options for Board consideration ranging from status quo to expanding the Program so that it provides a comprehensive view of the grant efforts of all County departments and supports those departments in identification and submittal of grant applications and providing other resource and process improvements. These changes range in cost from no additional funding needed, up to an additional \$288,941 annually. This would be in addition to the contract the County has with Nossaman LLP to provide grant services (\$84,000 annually). These options are included in **Exhibit A**.

Staffing Level Estimate:

A Management Analyst III (MAIII) utilizes on average 10-15% of their time to manage and coordinate all activities of the County's Strategic Grant Services Program, with the remainder of their time dedicated to the Legislative Program, and extremely limited

internal administrative assistance. A short history of staffing and contract resources dedicated to the Grants Program is included in the chart below. Staffing and contract recommendations corresponding to various options for increasing Grants Program capacity are included in **Exhibit A**.

History of Staffing and Contract Resources for the Grants Program FY16-17 to FY21-22

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
MA III Grant Program			MA III left County Nov. 2017	100% reduction	Position eliminated in budget	Duties assumed by Legislative Program MA III at 15% time
Grant Contract	\$84,000		Reduced to \$54,000	\$54,000	\$54,000	\$54,000
	Restored to \$84,000					

Departmental Challenges:

Internal staffing is the number one challenge the department faces, with a single MAIII managing both the Grants Program and the Legislative Program. The Legislative Program workload has experienced a steep increase over the past 5 years, equating to about 2-3x the workload with no additional internal staffing support. There is no internal capacity to increase Grant Program efforts without impacting the work of the Legislative Program and corresponding priorities of the Board.

Proposed Response Date:

If the Board directs that any of the proposed options be pursued, staff will return in approximately 30 days with a corresponding budget modification request to implement the referral.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Strategic Grant Services Program engages in activities that address all areas of the Board's Strategic Initiatives. The Legislative Committee regularly receives reports on these activities.

Mark a check to the related Board of Supervisors Strategic Initiatives

- ☒ Economic Development
- ☒ Administration
- ☒ Health & Human Services
- ☒ Infrastructure
- ☒ Public Safety

Prepared by: Annette D'Adamo, MAIII

Approved by: Nicholas Chiulos, Assistant CAO

March 24, 2022

Attachments:

Board Referral No. 2022.12

Exhibit A - Response Options



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 22-300

April 05, 2022

Introduced: 3/28/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive a preliminary analysis report in response to **Board Referral No. 2022.12 - Strategic Grant Services Program Capacity.**

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive a preliminary analysis report in response to **Board Referral No. 2022.12 - Strategic Grant Services Program Capacity;**

Provide direction to staff on which, if any, option to pursue; and

Direct staff to return to the Board with a corresponding budget modification request to implement the referral.

PRELIMINARY ANALYSIS:

Referral Summary & Background: Board Referral No. 2022.12 (Askew) Strategic Grant Services Program Capacity was assigned to the County Administrative Office on March 1, 2022. The referral seeks options to increase the capacity of the Program in order to support County departments in applying for an anticipated significant increase in State and Federal grant funding opportunities. The referral requests:

A report on internal and contract resources needed to meaningfully support County departments in analyzing and responding to upcoming grant opportunities through the Program - without adversely impacting the County's Legislative Program efforts;

Options for Board consideration to expand the Program so that it provides a comprehensive view of the grant efforts of all County departments;

Options for building program capacity - including costs for each option; and

Recommend preferred options and a corresponding mid-year budget request.

Approach - Information Gathering:

The Grant Program is currently staffed by a Management Analyst III (MAIII) utilizing on average 15% of their time with the remaining 85% of their time dedicated to the Legislative Program, and a contracted grant specialist (\$84,000 per year). The Grant Program is resourced to work on a small number of grants (10-15) each year varying depending on their complexity, to provide notices of funding opportunities, and to provide strategic advice and consultation with County departments in determining if a competitive application can be written. Therefore, by design, the Grant Program can only work on a

small number of the County's grant applications each year and does not represent the County's overall grant funding efforts, priorities, or needs. Current staff and consulting resources and workload are completely utilized so adding any additional work will require additional resources.

Staff and the County grant consultant attended the March 2, 2022 Department Heads meeting to solicit feedback on what type of additional assistance departments need in the grant application process, and the meeting was followed up by a survey seeking additional information and feedback summarized below.

Increased assistance in the grant application review and development process as follows:

More general notifications of grant funding opportunities;
 More specific assistance researching grant opportunities for a specific project;
 Creation of an internal County website with grant funding resources, information and links;
 Posting of past County applications on an internal County website to be used as examples for other departments and/or to provide general information which can be duplicated in other applications;
 An increase in consultations to help determine if grant requirements can be met;
 An increase in consultation to determine if County project would be competitive;
 Grant/technical writing assistance.

If an application isn't submitted its most often because:

Inability to meet the grant requirements - including matching funding requirements;
 Inability to meet the timeline for submittal;
 No staff to work on the grant application;
*No staff to work on grant administration (administration/finance/reporting requirements) **
*No staff to work on the granted project/program implementation. **

****The last two issues are beyond the scope of the Grant Program and are not addressed in this report or recommendations.***

Estimated Project Cost:

Staff outlines five (5) options for Board consideration ranging from status quo to expanding the Program so that it provides a comprehensive view of the grant efforts of all County departments and supports those departments in identification and submittal of grant applications and providing other resource and process improvements. These changes range in cost from no additional funding needed, up to an additional \$288,941 annually. This would be in addition to the contract the County has with Nossaman LLP to provide grant services (\$84,000 annually). These options are included in **Exhibit A**.

Staffing Level Estimate:

A Management Analyst III (MAIII) utilizes on average 10-15% of their time to manage and coordinate all activities of the County's Strategic Grant Services Program, with the remainder of their time dedicated to the Legislative Program, and extremely limited

internal administrative assistance. A short history of staffing and contract resources dedicated to the Grants Program is included in the chart below. Staffing and contract recommendations corresponding to various options for increasing Grants Program capacity are included in **Exhibit A**.

History of Staffing and Contract Resources for the Grants Program FY16-17 to FY21-22

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
MA III Grant Program	MA III left County Nov. 2017	100% reduction Position eliminated in budget	Duties assumed by Legislative Program MA III at 15% time			
Grant Contract	\$84,000	Reduced to \$54,000	\$54,000	\$54,000	\$54,000	Restored to \$84,000

Departmental Challenges:

Internal staffing is the number one challenge the department faces, with a single MAIII managing both the Grants Program and the Legislative Program. The Legislative Program workload has experienced a steep increase over the past 5 years, equating to about 2-3x the workload with no additional internal staffing support. There is no internal capacity to increase Grant Program efforts without impacting the work of the Legislative Program and corresponding priorities of the Board.

Proposed Response Date:

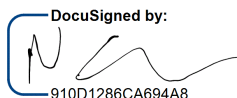
If the Board directs that any of the proposed options be pursued, staff will return in approximately 30 days with a corresponding budget modification request to implement the referral.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Strategic Grant Services Program engages in activities that address all areas of the Board's Strategic Initiatives. The Legislative Committee regularly receives reports on these activities.

Mark a check to the related Board of Supervisors Strategic Initiatives

- ☒ Economic Development
- ☒ Administration
- ☒ Health & Human Services
- ☒ Infrastructure
- ☒ Public Safety

DocuSigned by:

 910D1286CA694A8...

3/29/2022 | 12:24 PM PDT

Prepared by: Annette D'Adamo, MAIII

Approved by: Nicholas Chiulos, Assistant CAO

March 24, 2022

Attachments:

Board Referral No. 2022.12

Legistar File Number: 22-300

Exhibit A - Response Options

Monterey County Board of Supervisors Referral Submittal Form

Referral No. 2022.12
Assignment Date: 3/01/22
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:

Date: 02/18/2022	Submitted By: Supervisor Wendy Root Askew	District #: 4
Referral Title: Strategic Grants Program Capacity		
Referral Purpose: Increase the capacity of the County's Strategic Grants Program, ensuring expertise needed to respond and successfully secure grants from State and Federal sources is immediately available.		
<p>Brief Referral Description (attach additional sheet as required):</p> <p>The Board of Supervisors created the Strategic Grants Service Program to assist in grant funding efforts on some of the County's high priority projects. The Program works to support the Board's Strategic Initiatives (Economic Development, Administration, Health and Human Services, and Public Safety), and in close collaboration with the Board's Legislative Program to advocate for maximum funding for state and federal programs which translate into local grant funding opportunities. CAO-IGLA staff administers the program with limited assistance and strategic advice from the County's grant consultant at Nossaman LLP. The Program includes an annual Work Plan and a Grant Needs Inventory. The Program is resourced to work on a small number (10-15) of grants each year, varying depending on their complexity. Additionally, the Strategic Grant Services Program, as currently designed and resourced, does not represent the comprehensive grant funding efforts undertaken by the County.</p> <p>At its January 11, 2022, meeting the Board of Supervisors received reports from Legislative and Strategic Grants Programs Staff and consultants during which it was reported that the State and Federal governments are expected to let a significant number of grants/requests for proposals in 2022. At present, the Strategic Grants Services Program does not have the capacity to increase the workload of the Program and can only minimally assist County departments in responding to the expected increase in funding opportunities. This could result in our community and County missing out on a significant amount of funding opportunities.</p> <p>This referral requests CAO-IGLA staff return to the Board with report:</p> <ul style="list-style-type: none"> Outlining the internal and contract resources needed to meaningfully support County departments in analyzing and responding to coming grant opportunities without adversely impacting the County's Legislative Program efforts; Options for expanding the Program to provide a comprehensive view on the grant efforts of all County departments; Options for building program capacity, including an estimated cost of each option; and a Recommended preferred options and corresponding mid-year budget request. 		
Classification - Implication		Mode of Response
<input type="checkbox"/> Ministerial / Minor <input type="checkbox"/> Land Use Policy <input type="checkbox"/> Social Policy <input type="checkbox"/> Budget Policy <input type="checkbox"/> Other: _____		<input type="checkbox"/> Memo <input checked="" type="checkbox"/> Board Report <input type="checkbox"/> Presentation Requested Response Timeline <input type="checkbox"/> 2 weeks <input checked="" type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> Status reports until completed <input type="checkbox"/> Other: <input type="checkbox"/> Specific Date:

ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:

Department(s): County Administrative Office	Referral Lead: Nick Chiulos/Annette D'Adamo	Board Date: 3/01/22
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REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:

Department(s):	Referral Lead:	Date:
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ANALYSIS - Completed by Department and copied to Board Offices and CAO:

Department analysis of resources required/impact on existing department priorities to complete referral:

Analysis Completed By: _____ Date: _____	Department's Recommended Response Timeline <input type="checkbox"/> By requested date <input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> 6 months <input type="checkbox"/> 1 year <input type="checkbox"/> Other/Specific Date: _____
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REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:

Referral Response Date:	Board Item No.:	Referrals List Deletion:
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Note: Please cc Karina Bokanovich, Rocio Quezada and Maegan Ruiz-Ignacio on all CAO correspondence relating to referrals.

Option 1	Options 2	Option 3	Option 4	Option 5
Status Quo	↑ Notifications, website resources, consultations	↑ consultations, specific funding research, number of applications supported	Provide a Grant Writer PILOT PROGRAM	Countywide Activities View/Coordination
Provide notices of funding opportunities, consult with departments upon request to evaluate opportunity/competitiveness of application. Significant work on 10-15 grants per year depending on complexity.	Option 1 plus: Weekly notification of funding opportunities and response to corresponding increase in inquiries and requests for assistance. Development of county resource webpage and past applications.	Options 1 & 2 plus: Increase response to specific research requests, increased grant consultations and reviews. Corresponding level of internal staff support for tracking and reporting.	Options 1, 2 & 3 plus: Pilot project to provide grant writing services upon request by departments. \$5k-\$15k per application depending on complexity.	Program coordinator in CAO office to give countywide view of grant activities, provide tools, create policies, recommendations to simplify and aid in grant application process including some grant writing assistance.
Pros: No additional cost	Pros: Provides some additional support and tools to departments. Assists with both Legislative and Grant Programs.	Pros: Meets department needs, except for grant writing assistance. Assists both Legislative and Grant Programs.	Pros: Draws down funds only as needed basis, test as pilot program. Then reassess.	Pros: Provides significant additional support to departments and provides Board with a comprehensive picture of grant efforts.
Cons: Does not meet departments stated needs or provide Board with a comprehensive picture of grant efforts. May miss out on some opportunities.	Cons: Does not fully meet needs/requests by departments. Does not provide Board with a comprehensive picture of grant efforts.	Cons: Does not fully meet needs/requests by departments. Does not provide Board with a comprehensive picture of grant efforts.	Cons: Challenges with who prioritizes who gets to use services.	Cons: Most costly investment.
Internal Resources				
15% MAIII existing on average	Add NEW Senior Secretary \$100,441 shared with Legislative Program	Add NEW MAI \$138,207 shared with Legislative Program	Add NEW MAI \$138,207 shared with Legislative Program	Add NEW MAI \$188,500 Add NEW Senior Secretary \$100,441 shared with Legislative Program.
Contract Resources				
\$84,000/yr existing	Existing plus - 10% contract increase = \$8,400/yr	Existing plus - 25% contract increase = \$21,000/yr	Existing plus - \$50,000 drawn down as needed for pilot	Existing
No additional Cost	Additional \$108,841	Additional \$159,207	Additional \$209,207	Additional \$288,941



Monterey County

Item No.12

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: RES 22-068

April 05, 2022

Introduced: 3/4/2022

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: BoS Resolution

Adopt Resolution to:

- a. Ratify the submittal of a grant application by the Monterey County Public Defender to the Board of State and Community Corrections (BSCC) for the Public Defense Pilot Program Grant in the amount of \$525,757 for funding of Resentencing Advocacy and Youthful Offenders project (RAY);
- b. Authorize the Public Defender or Assistant Public Defender to execute the Grant Agreement with BSCC, accepting a Public Defense Pilot Program Grant award for a total grant amount of \$525,757, for deploying and implementing a RAY project for the grant period March 1, 2022 through March 1, 2025; and
- c. Approve the delegation and authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period; and
- d. Approve an increase in appropriations and estimated revenues of \$525,757 for Public Defender Budget Unit 001-2270-PUB001-8169 in the FY 2021-22 Adopted Budget (4/5ths vote required); and
- e. Authorize and direct the Auditor Controller's Office to incorporate approved appropriation and estimated revenue modifications to the FY 2021-22 Adopted Budget, and the County Administrative Office to reflect these approved changes in the FY 2022-23 Recommended Budget on June 2-3, 2022. (4/5ths vote required).

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to:

- a. Ratify the submittal of a grant application by the Monterey County Public Defender to the Board of State and Community Corrections (BSCC) for the Public Defense Pilot Program Grant in the amount of \$525,757 for funding of Resentencing Advocacy and Youthful Offenders project (RAY);
- b. Authorize the Public Defender or Assistant Public Defender to execute the Grant Agreement with BSCC, accepting a Public Defense Pilot Program award for a total grant amount of \$525,757, for developing and implementing a RAY project for the grant period March 1, 2022 through March 1, 2025; and
- c. Approve the delegation and authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period; and
- d. Approve an increase in appropriations and estimated revenues of \$525,757 for Public Defender Budget Unit 001-2270-PUB001-8169 in the FY 2021-22 Adopted Budget (4/5ths vote required);

and

e. Authorize and direct the Auditor Controller's Office to incorporate approved appropriation and estimated revenue modifications to the FY 2021-22 Adopted Budget, and the County Administrative Office to reflect these approved changes in the FY 2022-23 Recommended Budget on June 2-3, 2022. (4/5ths vote required).

SUMMARY:

The Public Defender office has applied for a Public Defense Pilot Program grant through the Board of State and Community Corrections (BSCC) in the amount of \$525,757.56 to be funded for a period commencing on March 1, 2022 through March 1, 2025. The Board of State and Community Corrections requires formal authorization in order to consider the County's submission. Therefore, Board approval of the submission is requested.

DISCUSSION:

The Board of State and Community Corrections (BSCC) is an independent statutory agency that provides leadership and technical assistance to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearinghouse, and provides assistance on a wide range of community corrections issues. The BSCC also administers public safety related to grant funding, including evidence-based practices to fight gangs, and works to address the over representation of youth of color in the juvenile justice system.

The Budget Act of 2021 (Senate Bill 129) appropriated funding for the Public Defense Pilot Program to each county for indigent defense providers, including public defenders, alternate defenders, and other qualifying entities that provide indigent defense in criminal matters for the purposes of workload associated with the provisions in paragraph (1) of subdivision (d) of Section 1170 of, and Sections 1170.95, 1473.7, and 3051 of, the Penal Code.

Currently, the Public Defender's office is unable to meet the needs resulting from Senate Bill 129 with the existing resources and staff. Attorneys will be consuming cases affected by the above changes in legislation requiring analysis and review in addition to their current caseloads. Supplementary support from legal assistants and experts will also result in a work product increase required by 1473.7 motions made under the Racial Justice Act (RJA), the fact-intensive nature of proceedings under 1437.7, 3051, and 1170.95, will require substantial investigative efforts in matters that are decades old.

Funds awarded under the Public Defense Pilot Program will be utilized to fund the Public Defender's office deployment of an attorney position and Legal Assistant to provide indigent defense services under the Racial Justice Act (California Penal Code section 745) and the Youthful Offender Parole Act (California Penal Code section 3051).

OTHER AGENCY INVOLVEMENT:

The County Administrative Office has reviewed the recommendation.

FINANCING:

The Public Defender's office is asking for support from the Budget Committee to increase appropriations and estimated revenues of \$525,757.56 for the Public Defender Budget Unit 001-2270-PUB001-8169 in the FY 2021-22 Adopted Budget. The grant amount of \$525,757.56 is awarded under the Public Defense Pilot Program Grant that requires no financial leveraging through other federal, state, or local funds or other social investments. There will be no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation meets the Board's strategic initiatives by promoting an organization that practices efficient and effective resource management and by creating a safe environment for communities to thrive and grow while reducing violent crimes.

Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development
☒ Administration
☐ Health & Human Services
☐ Infrastructure
☒ Public Safety

Prepared by: Becky Avila, Management Analyst, Ext. 3048

Approved by: Susan E. Chapman, Public Defender, Ext. 5806

Attachments:

Resolution

Public Defense Pilot Program Grant Application



Monterey County

Item No.10

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: RES 22-068

April 05, 2022

Introduced: 3/4/2022

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: BoS Resolution

Adopt Resolution to:

- a. Ratify the submittal of a grant application by the Monterey County Public Defender to the Board of State and Community Corrections (BSCC) for the Public Defense Pilot Program Grant in the amount of \$525,757 for funding of Resentencing Advocacy and Youthful Offenders project (RAY);
- b. Authorize the Public Defender or Assistant Public Defender to execute the Grant Agreement with BSCC, accepting a Public Defense Pilot Program Grant award for a total grant amount of \$525,757, for deploying and implementing a RAY project for the grant period March 1, 2022 through March 1, 2025; and
- c. Approve the delegation and authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period; and
- d. Approve an increase in appropriations and estimated revenues of \$525,757 for Public Defender Budget Unit 001-2270-PUB001-8169 in the FY 2021-22 Adopted Budget (4/5ths vote required); and
- e. Authorize and direct the Auditor Controller's Office to incorporate approved appropriation and estimated revenue modifications to the FY 2021-22 Adopted Budget, and the County Administrative Office to reflect these approved changes in the FY 2022-23 Recommended Budget on June 2-3, 2022. (4/5ths vote required).

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to:

- a. Ratify the submittal of a grant application by the Monterey County Public Defender to the Board of State and Community Corrections (BSCC) for the Public Defense Pilot Program Grant in the amount of \$525,757 for funding of Resentencing Advocacy and Youthful Offenders project (RAY);
- b. Authorize the Public Defender or Assistant Public Defender to execute the Grant Agreement with BSCC, accepting a Public Defense Pilot Program award for a total grant amount of \$525,757, for developing and implementing a RAY project for the grant period March 1, 2022 through March 1, 2025; and
- c. Approve the delegation and authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period; and
- d. Approve an increase in appropriations and estimated revenues of \$525,757 for Public Defender Budget Unit 001-2270-PUB001-8169 in the FY 2021-22 Adopted Budget (4/5ths vote required);

and

e. Authorize and direct the Auditor Controller's Office to incorporate approved appropriation and estimated revenue modifications to the FY 2021-22 Adopted Budget, and the County Administrative Office to reflect these approved changes in the FY 2022-23 Recommended Budget on June 2-3, 2022. (4/5ths vote required).

SUMMARY:

The Public Defender office has applied for a Public Defense Pilot Program grant through the Board of State and Community Corrections (BSCC) in the amount of \$525,757.56 to be funded for a period commencing on March 1, 2022 through March 1, 2025. The Board of State and Community Corrections requires formal authorization in order to consider the County's submission. Therefore, Board approval of the submission is requested.

DISCUSSION:

The Board of State and Community Corrections (BSCC) is an independent statutory agency that provides leadership and technical assistance to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearinghouse, and provides assistance on a wide range of community corrections issues. The BSCC also administers public safety related to grant funding, including evidence-based practices to fight gangs, and works to address the over representation of youth of color in the juvenile justice system.

The Budget Act of 2021 (Senate Bill 129) appropriated funding for the Public Defense Pilot Program to each county for indigent defense providers, including public defenders, alternate defenders, and other qualifying entities that provide indigent defense in criminal matters for the purposes of workload associated with the provisions in paragraph (1) of subdivision (d) of Section 1170 of, and Sections 1170.95, 1473.7, and 3051 of, the Penal Code.

Currently, the Public Defender's office is unable to meet the needs resulting from Senate Bill 129 with the existing resources and staff. Attorneys will be consuming cases affected by the above changes in legislation requiring analysis and review in addition to their current caseloads. Supplementary support from legal assistants and experts will also result in a work product increase required by 1473.7 motions made under the Racial Justice Act (RJA), the fact-intensive nature of proceedings under 1437.7, 3051, and 1170.95, will require substantial investigative efforts in matters that are decades old.

Funds awarded under the Public Defense Pilot Program will be utilized to fund the Public Defender's office deployment of an attorney position and Legal Assistant to provide indigent defense services under the Racial Justice Act (California Penal Code section 745) and the Youthful Offender Parole Act (California Penal Code section 3051).

OTHER AGENCY INVOLVEMENT:

The County Administrative Office has reviewed the recommendation.

FINANCING:

The Public Defender's office is asking for support from the Budget Committee to increase appropriations and estimated revenues of \$525,757.56 for the Public Defender Budget Unit 001-2270-PUB001-8169 in the FY 2021-22 Adopted Budget. The grant amount of \$525,757.56 is awarded under the Public Defense Pilot Program Grant that requires no financial leveraging through other federal, state, or local funds or other social investments. There will be no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation meets the Board's strategic initiatives by promoting an organization that practices efficient and effective resource management and by creating a safe environment for communities to thrive and grow while reducing violent crimes.

Mark a check to the related Board of Supervisors Strategic Initiatives

- ☐ Economic Development
- ☒ Administration
- ☐ Health & Human Services
- ☐ Infrastructure
- ☒ Public Safety

Prepared by: Becky Avila, Management Analyst, Ext. 3048

Approved by: Susan E. Chapman, Public Defender, Ext. 5806



Attachments:

Resolution

Public Defense Pilot Program Grant Application

**Board of Supervisors
County of Monterey, State of California**

Resolution No. _____

A Resolution to:

- a. Support adopting a resolution to increase appropriations)
and estimated revenues by \$525,757.56 for Public)
Defender Budget Unit 001-2270-PUB001-8169 in the FY)
2021-22 Adopted Budget, financed by Public Defense)
Pilot Program Grant; and)
- b. Support authorizing and directing the Auditor-Controller)
to amend the FY 2021-22 Public Defender's Adopted)
Budget by increasing appropriation and estimated)
revenues by \$525,757.56, Fund 001, Appropriation Unit:)
PUB001.)

WHEREAS, the County of Monterey Public Defender desires to participate in the Public Defense Pilot Program Grant funded through the State Budget Act of 2021 (Senate Bill 129) and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC); and

WHEREAS, the Applicant, County of Monterey Public Defender, will receive a Public Defense Pilot Program Grant in the amount of \$525,757.56 to enhance the deployment of indigent defense services under the Racial Justice Act (California Penal Code section 745) and the Youthful Offender Parole Act (California Penal Code section 3051) , for the term March 1, 2022 to March 1, 2025;

NOW, THEREFORE, BE IT RESOLVED, that the Monterey County Board of Supervisors does hereby determine and declares as follows:

- a. Ratify the submittal of a grant application by the Monterey County Public Defender to the Board of State and Community Corrections (BSCC) for the Public Defense Pilot Program Grant in the amount of \$525,757.56 for funding of Public Defender's Resentencing Advocacy and Youthful Offenders (RAY); and
- b. Authorize the Public Defender or Assistant Public Defender to execute the Grant Agreement with BSCC, accepting a Public Defense Pilot Program Grant award for a total grant amount of \$525,757.56, for deploying and implementing a RAY project for the grant period March 1, 2022 through March 1, 2025; and
- c. Approve the delegation of authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period; and
- d. Approve an increase in appropriations and estimated revenues of \$525,757.56 for Public Defender Budget Unit 001-2270-PUB001-8169 in the FY 2021-22 Adopted Budget (4/5ths vote required); and
- e. Authorize and direct the Auditor-Controller's Office to incorporate approved appropriation and estimated revenue modifications to the FY 2021-22 Adopted Budget,

and the County Administrative Office to reflect these approved changes in the FY 2022-23 Recommended Budget on June 2-3, 2022 (4/5ths vote required).

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

BE IT FURTHER RESOLVED that the County of Monterey Public Defender agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

PASSED AND ADOPTED this_____day of_____, 2021, upon motion of Supervisor_____, second by Supervisor_____by the following vote, to-wit:

AYES: NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____, for the meeting on _____.

Valerie Ralph, Clerk of the Board of Supervisors,
County of Monterey, State of California

By_____ Deputy

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 332-21

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

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

START DATE

March 1, 2022

THROUGH END DATE

March 1, 2025**3. The maximum amount of this Agreement is:****\$525,757.56****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1	Public Defense Pilot Program Application Instructions	*
Attachment 2	Public Defense Pilot Program Application Package	14

This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/public-defense-pilot-program/>*CONTRACTOR**

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

MONTEREY COUNTY

CONTRACTOR BUSINESS ADDRESS

168 W. Alisal, 2nd Floor

CITY

Salinas

STATE

CA

ZIP

93901

PRINTED NAME OF PERSON SIGNING

Susan Chapman

TITLE

Public Defender

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



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



Public Defense Pilot Program

Application Packet

Release Date: October 4, 2021

Proposals Due: January 14, 2022

Grant Period: March 1, 2022 to March 1, 2025



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Public Defense Pilot Program

PROPOSAL PACKAGE COVER SHEET

Submitted by:

MONTEREY COUNTY

Date Submitted:

JANUARY 14, 2022

Proposal Checklist

A completed proposal package for the Public Defense Pilot Program includes the following:

	Required Items:	✓
1	Cover Sheet (previous page) <ul style="list-style-type: none"> Insert Applicant Name and Date of Submission 	X
2	Proposal Checklist (current page) <ul style="list-style-type: none"> Signed by the authorized signatory with a digital signature OR a wet signature in blue ink. 	X
3	Applicant Information Form <ul style="list-style-type: none"> Signed by the authorized signatory with a digital signature OR a wet signature in blue ink. 	X
4	Proposal Narrative <ul style="list-style-type: none"> 3 pages or less 	X
5	Proposal Budget <ul style="list-style-type: none"> Complete BSCC Budget template 	X
6	Project Work Plan	X
	Optional:	
	Governing Board Resolution Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.	

I have reviewed this checklist, placed a check mark next to each item, and verified that all required items are included in this proposal packet.

X DocuSigned by:
Susan Chapman
2D93C433446B4C5...
 Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Applicant Information Form: Instructions

- A. Applicant:** Complete the required information for the local government submitting the form (i.e., <NAME> County).
- B. Tax Identification Number:** Provide the tax identification number of the Applicant.
- C. Project Title:** Provide the title of the project.
- D. Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- E. Grant Funds Requested:** Reference the Proposal Instructions Packet for funding by County (see Appendix C or Pages 3-4).
- F. Penal Code Section:** Identify the specific section(s) of the Penal Code the proposal will address. Funds must be utilized for indigent defense providers, including public defenders, alternate defenders, and other qualifying entities that provide indigent defense in criminal matters for the purposes of workload associated with the provisions in paragraph (1) of subdivision (d) of Section 1170 of, and Sections 1170.95, 1473.7, and 3051 of, the Penal Code.
- G. Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- H. Financial Officer:** Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- I. Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project.
- J. Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer.
- K. Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Applicant Information Form


A. APPLICANT < Name> County		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT Monterey County		TAX IDENTIFICATION #: 94-6000524	
STREET ADDRESS 168 W. Alisal	CITY Salinas	STATE CA	ZIP CODE 93901
168 W. Alisal	CITY Salinas	STATE CA	ZIP CODE 93901
C. PROJECT TITLE:	R.A.Y. (Resentencing Advocacy, and Youthful Offenders)		
D. PROJECT SUMMARY (100-150 words):			
This project will fund the Monterey County Public Defender's Office deployment of an attorney position to provide indigent defense services under the Racial Justice Act (California Penal Code section 745) and the Youthful Offender Parole Act (California Penal Code section 3051).			
E. GRANT FUNDS REQUESTED:		F. Penal Code(s) Addressed:	
\$ 525,757.56 dollars		§§1473.7, 1170.95, 1170, and 3051	
G. PROJECT DIRECTOR:			
NAME Susan Chapman	TITLE Public Defender	TELEPHONE NUMBER 831.755.5806	
STREET ADDRESS 168 W. Alisal St 2 nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS ChapmanSE@co.monterey.ca.us
H. FINANCIAL OFFICER:			
NAME Latasha Ellis-Bowers	TITLE Finance Manager	TELEPHONE NUMBER 831.755.5082	
STREET ADDRESS 168 W. Alisal St 2 nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS Ellis-BowersLL@co.monterey.ca.us
PAYMENT MAILING ADDRESS (if different)		CITY	STATE ZIP CODE
I. DAY-TO-DAY PROGRAM CONTACT:			
NAME Jeremy Dzubay	TITLE Assistant Public Defender	TELEPHONE NUMBER 831.755.5824	
STREET ADDRESS 168 W. Alisal 2 nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS dzubayjc@co.monterey.ca.us

J. DAY-TO-DAY FISCAL CONTACT:

NAME	TITLE	TELEPHONE NUMBER
Becky Avila	Management Analyst	831.796.3048
STREET ADDRESS	FAX NUMBER	
168 W. Alisal 2 nd Floor	831.755.5873	
CITY	STATE	ZIP CODE
Salinas	CA	93901
EMAIL ADDRESS		
AvilaR@co.monterey.ca.us		

K. AUTHORIZED SIGNATURE

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

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Susan Chapman	Public Defender	831.755.5058	ChapmanSE@co.monterey.ca.us
STREET ADDRESS	CITY	STATE	ZIP CODE
168 W. Alisal, 2 rd Floor	Salinas	CA	93901
EMAIL ADDRESS			
ChapmanSE@co.monterey.ca.us			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.)			DATE
X  DocuSigned by: Susan Chapman 2D93C433446B4C5...			01.13.2022

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

CONFIDENTIALITY NOTICE

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

Proposal Narrative

The Proposal Narrative section may not exceed **three (3) numbered** pages and must be submitted in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spaced.

Our project addresses California Penal Code sections 1473.7, 3051, 1170.95, and 1170(d)(1). We have a need for attorneys to work on cases relating to these penal code sections as well as attorney support in the form of legal assistants and experts. These needs were identified by analyzing the statutory changes resulting from 2020-2021 legislation and the likely workload created by these changes. Specifically, the statistical analysis and research required by 1473.7 motions made under the Racial Justice Act (RJA), the fact-intensive nature of proceedings under 1437.7, 3051, and 1170.95, which require substantial investigations into matters decades old.

These new needs are not met with our existing attorney and attorney-support resources because our County-provided funding is limited. We have not received any additional attorney or attorney-support funding despite the increased responsibilities that accompanied the legislation mentioned above. Apart from the legislation addressed in this grant application there is other new legislation that has resulted in a substantial increase in our workload that has not been accompanied by any increase in County-provided resources with which to meet these needs.

We have no attorney or attorney-support resources with which to execute the duties created by sections 1437.7, 3051, 1170.95, and 1170(d)(1). All our deputy public defenders already carry full caseloads and are unable to absorb the additional duties in the statutes cited.

The needs in this application stem from the increased workload placed upon our office by recent legislation that added and/or revised the above penal code sections. We have requested from our Board of Supervisors funding for additional attorney positions to meet these needs, but have not yet received any funding. *Monterey County Budget Book*, FY 2021-22 (pg. 353).

<https://www.co.monterey.ca.us/home/showpublisheddocument/102110/637588274760530000>.

Proposal Budget

Applicants must provide a 12-month budget covering **March 1, 2022 to March 1, 2023**. To access the Public Defense Pilot Program Budget Microsoft Excel Template, click [here](#).

Publi Defense Pilot Program - Project Budget and Budget Narrative		
Name of Applicant: Monterey County		
12-Month Budget: March 1, 2022 to March 1, 2023.		
<i>The total amount of funding each county is eligible to receive is provided on the Funding Allocation tab. Please request the full amount of funding next to your county name.</i>		
<i>Note: Rows 8-15 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)</i>		
Budget Line Item	Total	
1. Salaries and Benefits	\$400,612.00	
2. Services and Supplies	\$72,569.81	
3. Professional Services or Public Agency Subcontracts	\$0.00	
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00	
5. Equipment/Fixed Assets	\$0.00	
6. Other (Travel, Training, etc.)	\$0.00	
7. Indirect Costs	\$52,575.75	
TOTAL	\$525,757.56	
1a. Salaries and Benefits		
Name and Title	(Show as either % FTE <u>or</u> Hourly Rate) & Benefits	Total
Deputy Public Defender IV	1 FTE	\$250,612.00
Legal Assistant	5,000 hours at \$30/hr	\$150,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$400,612.00
1b. Salaries and Benefits Narrative:		
<i>One full time Deputy Public Defender IV position to handle cases to which the Public Defender is appointed under Pen. C. section 1170.95, 1473.7, 1170(d)(1), as well as Franklin hearings for formerly sentenced inmates eligible for Youthful Offender Parole hearings pursuant to section 3051. Five thousand legal assistant hours for law school interns and law clerks to perform investigations, document collection, interviews, file review, and legal research for OSC hearings in 1170.95 hearings, 1473.7 hearings, 1170(d)(1) hearings, and Franklin packets submitted for 3051 Youthful Offender Parole hearings.</i>		
<i>The Deputy Public Defender IV position will be a new hire position. The legal assistant positions will also be new positions. The number of legal assistant positions will vary based upon available hours of each law student hired.</i>		
2a. Services and Supplies		
Description of Services or Supplies	Calculation for Expenditure	Total
Social Historian & Investigation Services	725.70 hours at \$100/hour	\$72,569.81
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$72,569.81
2b. Services and Supplies Narrative:		
<i>725 hours for outside investigation into client's' social histories. These social history reports will be used in 1170(d)(1) resentencing hearings, Franklin packets for 3051 parole hearings, hearings under 1473.7 involving immigration prejudice and racial justice issues, and resentencing hearings under section 1170.95.</i>		

3a. Professional Services		
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
TOTAL		\$0.00
3b. Professional Services Narrative		
Enter narrative here. You may expand cell height if needed.		
4a. Non-Governmental Organizations (NGO) Subcontracts		
Description of Subcontract	Calculation for Expenditure	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00
4b. Non-Governmental Organizations (NGO) Subcontracts Narrative		
Enter narrative here. You may expand cell height if needed.		
5a. Equipment/Fixed Assets		
Description of Equipment/Fixed Asset	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00
5b. Equipment/Fixed Assets Narrative		
Enter narrative here. You may expand cell height if needed.		
6a. Other (Travel, Training, etc.)		
Description	Calculation for Expense	Total
		\$0.00
		\$0.00

		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$0.00

6b. Other (Travel, Training, etc.) Narrative:

Enter narrative here. You may expand cell height if needed.

7a. Indirect Costs

Indirect costs may be charged to grant funds by choosing either Option 1) or 2) listed below:		Total
1) Indirect costs will be charged as Grantee's federally approved Negotiated Indirect Cost Rate (NICR): Enter NICR Percentage and Amount:	0.00%	\$0.00
2) Indirect costs will be charged as the Federal De Minimis (10% of Modified Total Direct Cost):		\$52,575.75
TOTAL		\$52,575.75

7b. Indirect Costs Narrative:

Including, but not limited to the costs of additional licenses for software; costs for additional workstations, computers, peripherals, and training; costs for recruitment, transportation and training of new employees

Before submission, please verify that you have requested the full amount of funding your county is eligible to receive.

Project Work Plan

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

(1) Goal:	Hire one full-time Deputy Public Defender IV to represent clients in proceedings pursuant to Penal Code sections 1170(d)(1), 1437.7, 1170.95, and proceedings pursuant to section 3051, including preparation of "youthful offender" packets at sentencing.		
Objectives (A., B., etc.)	A. Have a subject matter expert attorney with the time to develop and maintain knowledge in these areas. B. Reduce the workload on trial attorneys to enable them to devote more time to their trial clients. C. Positive outcomes for our clients in these post-conviction proceedings.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Attorney recruitment 2. Screening and interviewing candidates	Jeremy Dzubay Monterey County Human Resources Susan Chapman	March 1, 2022	July 30, 2022

(2) Goal:	Offer paid internship and law clerk positions to highly qualified law students to provide attorney support services to the Deputy Public Defender IV assigned to the 1170(d)(1)/1437.7/1170.95/3051 division.		
Objectives (A., B., etc.)	A. Create a highly qualified team to conduct document collection, interviews, and legal research. B. Increase the level of communication between our office and our clients and clients' support systems. C. Reduce the workload of permanent legal support staff.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. On-Campus Recruitment 2. Online Recruitment 3. Screening and interviewing candidates	Jeremy Dzubay Monterey County Human Resources	March 1, 2022	March 1, 2023

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Public Defense Pilot Program

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

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The State Budget Act of 2021 (Senate Bill 129) appropriated funding for the Public Defense Pilot to each county for indigent defense providers, including public defenders, alternate defenders, and other qualifying entities that provide indigent defense in criminal matters for the purposes of workload associated with the provisions in paragraph (1) of subdivision (d) of Section 1170 of, and Sections 1170.95, 1473.7, and 3051 of, the Penal Code.
- B. Grantee agrees to administer the project in accordance with Attachment 2: Public Defense Pilot Program Application Package, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name: Susan Chapman
Title: Public Defender
Address: 168 W. Alisal, 2nd Floor, Salinas, CA 93901
Phone: 831-755-5058

Designated Financial Officer authorized to receive warrants:

Name: Latasha Ellis-Bowers
Title: Finance Manager
Address: 168 W. Alisal, 2nd Floor, Salinas, CA 93901
Phone: 831-755-5082
Email: Ellis-BowersLL@co.monterey.ca.us

Project Director authorized to administer the project:

Name: Susan Chapman
Title: Public Defender
Address: 168 W. Alisal, 2nd Floor, Salinas, CA 93901
Phone: 831-755-5058
Email: ChapmanSE@co.monterey.ca.us

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

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION AND EVALUATION REQUIREMENTS

Grantees will be required to comply with all data collection, evaluation, and reporting requirements of the Public Defense Pilot Program. This includes the timely submission of progress reports to the BSCC.

The BSCC plans to contract with an outside evaluator for a statewide evaluation of the impact of the projects funded by the Public Defense Pilot Program in consultation with the State Public Defender's Office. The contractor is expected to: develop the research methodology for the statewide evaluation; design and develop instruments for collecting evaluation data from grantees, including the progress reports; provide ongoing technical assistance to grantees for data collection and evaluation activities; compile, screen, and analyze data obtained from grantees; and develop a final evaluation report. As a condition of award, all grantees agree to collect data requested by the outside evaluator.

5. REPORTING REQUIREMENTS

A. Quarterly Progress Reports

Grantees will submit progress reports to the BSCC in a format prescribed by the outside evaluator in consultation with the BSCC and the OSPD. Questions about the Quarterly Progress Reports shall be directed to the outside evaluator and 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. March 1, 2022 to June 30, 2022
2. July 1, 2022 to September 30, 2022
3. October 1, 2022 to December 31, 2022
4. January 1, 2023 to March 30, 2023
5. April 1, 2023 to June 30, 2023
6. July 1, 2023 to September 30, 2023
7. October 1, 2023 to December 31, 2023
8. January 1, 2024 to March 30, 2024
9. April 1, 2024 to June 30, 2024
10. July 1, 2024 to September 30, 2024
11. October 1, 2024 to January 1, 2025

Due no later than:

August 15, 2022
November 15, 2022
February 15, 2023
May 15, 2023
August 15, 2023
November 15, 2023
February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
March 1, 2025

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.

EXHIBIT A: SCOPE OF WORK

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in one lump sum upon execution of the Grant Agreement. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below.

Quarterly Invoicing Periods:

1. March 1, 2022 to June 30, 2022
2. July 1, 2022 to September 30, 2022
3. October 1, 2022 to December 31, 2022
4. January 1, 2023 to March 31, 2023
5. April 1, 2023 to June 30, 2023
6. July 1, 2023 to September 30, 2023
7. October 1, 2023 to December 31, 2023
8. January 1, 2024 to March 31, 2024
9. April 1, 2024 to June 30, 2024
10. July 1, 2024 to September 30, 2024
11. October 1, 2024 to January 1, 2025

Due no later than:

- August 15, 2022
November 15, 2022
February 15, 2023
May 15, 2023
August 15, 2023
November 15, 2023
February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 16, 2025

Final Invoicing Period:

12. January 2, 2025 to March 1, 2025*

Due no later than:

- April 16, 2025

**Note: Only expenditures associated with completion of the final progress report may be included on invoice 12.*

- B. All project expenditures (excluding costs associated with the completion of the final progress report) must be incurred by the end of the grant project period, January 1, 2025, and included on the invoice due February 16, 2025. Project expenditures incurred after January 1, 2025 will not be reimbursed.
- C. The final progress report is due to the BSCC by March 1, 2025. Expenditures incurred for the completion of the final progress report during the period of January 2, 2025 to March 1, 2025 must be submitted no later than April 16, 2025. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Period and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period. If applicable, grantees may submit an invoice with a \$0 claim.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.
- F. Any unspent funds remaining at the end of the agreement term, including any interest earned, must be returned to the BSCC within 30 days of the submission of the final invoice.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

2. GRANT AMOUNT AND LIMITATION

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

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Public Defense Pilot Program funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of the Budget Act of 2021 (Senate Bill 129). It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Public Defense Pilot Program funding is reduced or falls below estimates contained within the Public Defense Pilot Program Application Package, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
- 1) submittal and approval of the final invoice; and
 - 2) submittal and approval of the final progress report or any additional required reports.

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.

- C. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	\$400,612.00
2. Services and Supplies	\$72,569.81
3. Professional Services or Public Agency Subcontracts	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Equipment/Fixed Assets	\$0
6. Other (Travel, Training, etc.)	\$0
7. Indirect Costs	\$52,575.75
TOTALS	\$525,757.56

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 2: Public Defense Pilot Program Application Package.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

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

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- D. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records
Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

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

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 2: Public Defense Pilot Program Application Package.

7. TERMINATION

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

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 2: Public Defense Pilot Program Application Package or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

9. UNION ACTIVITIES

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

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

10. WAIVER

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



Monterey County

Item No.13

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: RES 22-057

April 05, 2022

Introduced: 2/23/2022

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: BoS Resolution

Adopt Resolution to authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget to increase appropriations and revenues \$637,000 for Public Defender Budget Unit 001-2270-PUB001-8169 financed by a previously awarded Board of State and Community Corrections (BSCC) Indigent Defense Grant to develop the Attorney and Case Management Enhancement project (ACME). (4/5ths vote required)

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget to increase appropriations and revenues \$637,000 for Public Defender Budget Unit 001-2270-PUB001-8169 financed by a previously awarded Board of State and Community Corrections (BSCC) Indigent Defense Grant to develop the Attorney and Case Management Enhancement project (ACME). (4/5ths vote required)

DISCUSSION:

The Board of State and Community Corrections (BSCC) is an independent statutory agency that provides leadership and technical assistance to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearinghouse, and provides assistance on a wide range of community corrections issues. The BSCC also administers public safety related to grant funding, including evidence-based practices to fight gangs, and works to address the over representation of youth of color in the juvenile justice system.

The Budget Act of 2020 (Senate Bill 74) established the Indigent Defense Grant Program and appropriated \$10,000,000 in funding. Per the Budget Act, \$9,800,000 is available for grants to nineteen counties with a population of 550,000 residents or less. The Monterey County Public Defender is among one of the nineteen applicable counties who meet eligibility of this grant. The County's allocation is \$637,000.00.

Funds awarded under the Indigent Defense Grant Program will be utilized to address the Public Defender's Attorney and Case Management Enhancement (ACME) project. The ACME project will enhance attorney support for indigent client defense by adding a searchable database to our current paperless digital case management system, streamlining the amount of time the court and client wait for the delivery of paper documents that are stored in offsite locations, and automatically sending text messages to remind indigent clients of the time and place of their upcoming court dates.

The use of BSCC grant funds will result in a more efficient case management system that will benefit the court and our defense of indigent clients. Further outcomes will include attorneys allocating more of their time to ensure positive client outcomes by (1) reducing the time attorneys spend in digitizing and automating duties; and (2) reducing re-calendaring court dates caused by client non-appearances; (3) reducing the time attorneys spend in searching for testimony of recurring witnesses to the point of creating a searchable case database, having information quickly at hand will let attorneys efficiently determine the validity of prior conviction allegations, identify client eligibility for all types of post-conviction relief, and rapidly transfer case materials to subsequent counsel for appeal and writ matters; and (4) improving our method of measuring attorney workloads, thereby redistributing caseloads to achieve workload efficiencies.

In addition to the four goals and related outcomes listed above, the ACME project includes the purchase and installation of hardware and software and software training for attorneys. Our plan includes an assistant Public Defender as project director, a designated financial officer, designated day-to-day project and fiscal contacts, and oversight provided by our Public Defender.

ACME project evaluation (local evaluation plan and logic model for process and outcome designs and methods; data collection tools, methods, and analysis; fidelity monitoring; and local evaluation report) will be conducted, through a Memorandum of Understanding by the County of Monterey Health Department evaluation team that conducted the County's BSCC Strengthening Law Enforcement grant and is currently conducting BSCC's Proposition 64 Public Health and Safety Grant Program grant.

OTHER AGENCY INVOLVEMENT:

County Counsel and the Auditor Controller have reviewed this report to legal form and fiscal provisions. The County Administrative Office has reviewed this report. Due to deadlines for agenda ready reports to be signed for the April 5, 2022 Board of Supervisors meeting, as of the writing of this report, it has not yet been supported by the Budget Committee, which will review this request on March 30, 2022.

FINANCING:

There will be no cost to the County General Fund associated with the recommendation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation meets the Board's strategic initiatives by promoting an organization that practices efficient and effective resource management and by creating a safe environment for communities to thrive and grow while reducing violent crimes.

Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development
☒ Administration
☐ Health & Human Services
☐ Infrastructure

☒ Public Safety

Prepared by: Latasha Ellis, Finance Manager, Ext. 5082

Approved by: Susan E. Chapman, Public Defender, Ext. 5806

Attachments:

Resolution

Indigent Defense Grant Program Application



Monterey County

Item No.11

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: RES 22-057

April 05, 2022

Introduced: 2/23/2022

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: BoS Resolution

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DISCUSSION:

The Board of State and Community Corrections (BSCC) is an independent statutory agency that provides leadership and technical assistance to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearinghouse, and provides assistance on a wide range of community corrections issues. The BSCC also administers public safety related to grant funding, including evidence-based practices to fight gangs, and works to address the over representation of youth of color in the juvenile justice system.

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The use of BSCC grant funds will result in a more efficient case management system that will benefit the court and our defense of indigent clients. Further outcomes will include attorneys allocating more of their time to ensure positive client outcomes by (1) reducing the time attorneys spend in digitizing and automating duties; and (2) reducing re-calendaring court dates caused by client non-appearances; (3) reducing the time attorneys spend in searching for testimony of recurring witnesses to the point of creating a searchable case database, having information quickly at hand will let attorneys efficiently determine the validity of prior conviction allegations, identify client eligibility for all types of post-conviction relief, and rapidly transfer case materials to subsequent counsel for appeal and writ matters; and (4) improving our method of measuring attorney workloads, thereby redistributing caseloads to achieve workload efficiencies.

In addition to the four goals and related outcomes listed above, the ACME project includes the purchase and installation of hardware and software and software training for attorneys. Our plan includes an assistant Public Defender as project director, a designated financial officer, designated day-to-day project and fiscal contacts, and oversight provided by our Public Defender.

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation meets the Board's strategic initiatives by promoting an organization that practices efficient and effective resource management and by creating a safe environment for communities to thrive and grow while reducing violent crimes.

Mark a check to the related Board of Supervisors Strategic Initiatives

- ☐ Economic Development
- ☒ Administration
- ☐ Health & Human Services
- ☐ Infrastructure

X Public Safety

Prepared by: Latasha Ellis, Finance Manager, Ext. 5082

Approved by: Susan E. Chapman, Public Defender, Ext. 5806

A handwritten signature in black ink, appearing to read "Susan Chapman", written in a cursive style.

Attachments:

Resolution

Indigent Defense Grant Program Application

**Board of Supervisors
County of Monterey, State of California**

Resolution No. _____

A Resolution to:

- a. Support adopting a resolution to increase)
appropriations and revenues by \$637,000 for Public)
Defender Budget Unit 001-2270-PUB001-8169)
financed by a previously awarded Board of State and)
Community Corrections (BSCC) for the Indigent)
Defense Grant to develop the Attorney Case)
Management Enhancement project (ACME).

WHEREAS, the County of Monterey Public Defender desires to participate in the Indigent Defense Grant Program funded through the State Budget Act of 2020 (Senate Bill 74) and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC); and

WHEREAS, the Applicant, County of Monterey Public Defender, will receive an Indigent Defense Grant in the amount of \$637,000 to enhance attorney support and digital case management software, for the term February 15, 2021 to June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Monterey County Board of Supervisors does hereby determine and declares as follows:

- a. Approve an increase in appropriations and revenues of \$637,000 for Public Defender Budget Unit 001-2270-PUB001-8169 financed by previously awarded Board of State in the FY 2021-22 Adopted Budget (4/5ths vote required).

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

BE IT FURTHER RESOLVED that the County of Monterey Public Defender agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

PASSED AND ADOPTED this _____ day of _____, 2021, upon motion of Supervisor _____, second by Supervisor _____ by the following vote, to-wit:

AYES: NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors

duly made and entered in the minutes thereof Minute Book _____, for the meeting on _____.

Valerie Ralph, Clerk of the Board of Supervisors,
County of Monterey, State of California

By _____
Deputy

Indigent Defense Grant Program

APPLICATION PACKAGE

Proposals Due: February 5, 2021

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

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PART I: GRANT INFORMATION

Contact Information

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

Background Information

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

Proposal Due Date and Submission Instructions

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

Description of the Grant

Grant Period

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

Eligibility to Apply

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

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

Eligible Activities

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

Funding Information

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

Funding Allocation

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

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

PDO - Public Defender Office

ADO - Alternate Defender Office.

Match Requirement

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

Supplanting

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes. Supplanting is strictly prohibited for all BSCC grants. The Indigent Defense Grant Program shall be used to support new program activities or to augment or expand existing program activities but shall not be used to replace existing funds. When using outside funds as match, applicants must be careful not to supplant. It is the

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

General Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC Board are required to enter into a grant agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See Appendix C for a sample grant agreement (State of California: Contract and General Terms and Conditions). The terms and conditions of the grant agreement may change before execution.

The grant agreement start date is expected to be February 15, 2021. Grant agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services and encumbrances cannot begin prior to the grant agreement start date. Work, services and encumbrances that occur after the start date but prior to grant agreement execution may not be reimbursed. Grantees are responsible for maintaining their grant agreement, all invoices, records and relevant documentation for at least three years after the final payment under the contract.

Governing Board Resolution

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

Invoices

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

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

Progress Reports and Evaluations

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

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

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

Grantee Orientation Process

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

Travel

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

Units of Government

Grantees that are units of government using BSCC funds may follow either their own written travel and per diem policy or the California State travel and per diem policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the loaning agency.

Out-of-State Travel

Out-of-state travel is generally restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Agreement, Grantees must submit a separate written request on Grantee letterhead for approval to the assigned BSCC Field Representative. Out-of-state travel requests must include a detailed justification and budget information.

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

Compliance Monitoring Visits

The BSCC staff will monitor each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements.

Overview of the RFA Process

Confirmation of Receipt of Application

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

Review Process

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

Summary of Key Dates

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

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

PART II: PROPOSAL INSTRUCTIONS

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

Proposal Description and Budget Instructions

Proposal Description

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

Budget Section

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

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

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

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

PART III: APPLICATION AND APPENDIXES

Application

This section includes the following:

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

Appendixes

This section includes the following appendixes:

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

Indigent Defense Grant Program

PROPOSAL PACKAGE COVER SHEET

Submitted by:

Monterey County Public Defender

Date Submitted:

February 4, 2021


Applicant Information Form: Instructions

- A. **Applicant:** Complete the required information for the agency submitting the form (i.e. <NAME> Public Defender's Office).
- B. **Tax Identification Number:** Provide the tax identification number of the Applicant.
- C. **Project Title:** Provide the title of the project.
- D. **Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- E. **Grant Funds Requested:** See Budget Attachment or last page.
- F. **Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- G. **Financial Officer:** Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- H. **Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.
- I. **Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.
- J. **Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Applicant Information Form

A. APPLICANT < Name> Public Defender's Office		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT County of Monterey, Public Defender's Office		TAX IDENTIFICATION #: 94-6000524	
STREET ADDRESS 168 W. Alisal, 2 nd Floor	CITY Salinas	STATE CA	ZIP CODE 93901
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. PROJECT TITLE:		Attorney and Case Management Enhancement (ACME)	
D. PROJECT SUMMARY (100-150 words):			
<p>The ACME project will use BSCC grant funds to enhance County of Monterey attorney support for Indigent Defense and enhance the digital case management software currently in use by the Public Defender's Office. Our current digital case management software will be augmented with an auto-text program that will send text messages to the cellular phones of our clients to alert them to upcoming court dates, thereby better assuring legal expediency for the court and our clients. Our current software will also be augmented to create a searchable repository of court transcripts that will allow our attorneys to better and more efficiently prepare for matters involving recurring witnesses. Our carbon-based case files that are currently stored off-site will be digitized and stored for attorney access, thereby eliminating our current 5-10-day delivery time. Additionally, attorneys may attend trial skills training at one of several nationally recognized trial skills colleges.</p>			
E. GRANT FUNDS REQUESTED:			
See Budget Attachment or Last Page			
\$ 637,000			
F. PROJECT DIRECTOR:			
NAME Jeremy Dzubay	TITLE Assistant Public Defender	TELEPHONE NUMBER 831.755.5824	
STREET ADDRESS 168 W. Alisal St., 2 nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS dzubayjc@co.monterey.ca.us
G. FINANCIAL OFFICER:			
NAME Latasha Ellis-Bowers	TITLE Finance Manager	TELEPHONE NUMBER 831.755.5082	
STREET ADDRESS 168 W. Alisal St., 2 nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS Ellis-BowersLL@co.monterey.ca.us
PAYMENT MAILING ADDRESS (if different)		CITY	STATE ZIP CODE
H. DAY-TO-DAY PROGRAM CONTACT:			
NAME Becky Avila	TITLE Management Analyst	TELEPHONE NUMBER 831.796.3048	
STREET ADDRESS 168 W. Alisal St., 2 nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS AvilaR@co.monterey.ca.us

I. DAY-TO-DAY <u>FISCAL</u> CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
Latasha Ellis-Bowers	Finance Manager	831.755.5082	
STREET ADDRESS		FAX NUMBER	
168 W. Alisal St., 2 nd Floor		831.755.5873	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Salinas	CA	93901	Ellis-BowersLL@co.monterey.ca.us

J. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Susan Chapman	Public Defender	831.755.5806	ChapmanSE@co.monterey.ca.us
STREET ADDRESS	CITY	STATE	ZIP CODE
168 W. Alisal St., 2 nd Floor	Salinas	CA	93901
EMAIL ADDRESS ChapmanSE@co.monterey.ca.us			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature <u>OR</u> a wet signature in blue ink.)			DATE
X 			02.03.2021

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

CONFIDENTIALITY NOTICE

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

Project Description

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

The County of Monterey Public Defender's Attorney and Case Management Enhancement (ACME) project will enhance attorney support for indigent client defense by adding a searchable database to our current paperless digital case management system, streamlining the amount of time the court and client wait for the delivery of paper documents that are stored in offsite locations, and automatically sending text messages to remind indigent clients of the time and place of their upcoming court dates.

The use of BSCC grant funds will result in a more efficient case management system that will benefit the court and our defense of indigent clients. Further outcomes will include attorneys allocating more of their time to ensure positive client outcomes by (1) reducing the time attorneys spend in digitizing and automating duties; and (2) reducing re-calendaring court dates caused by client non-appearances; (3) reducing the time attorneys spend in searching for testimony of recurring witnesses (to the point of creating a searchable case database, having information quickly at hand will let attorneys efficiently determine the validity of prior conviction allegations, identify client eligibility for all types of post-conviction relief, and rapidly transfer case materials to subsequent counsel for appeal and writ matters; and (4) improving our method of measuring attorney workloads, thereby redistributing caseloads to achieve workload efficiencies.

Additionally, a portion of the grant will be used to fund attendance and travel for attorneys to attend one of several national recognized trial skills colleges.

In addition to the goals and related outcomes listed above, the ACME project includes the purchase and installation of hardware and software and software training for attorneys. Our plan includes an assistant Public Defender as project director, a designated financial officer, designated day-to-day project and fiscal contacts, and oversight provided by our Public Defender.

Appendix A: Project Work Plan

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

(1) Goal:	Create auto-text program that will utilize information within the case management system to generate and send text messages to clients alerting them to upcoming court dates, times, and locations.		
Objectives (A., B., etc.)	A. Reduce the rate of appearance failures by our clients. B. Reduce the issuance of bench warrants for our clients. C. Reduce the incarceration rate of our clients		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Text software development 2. Attorney training 3. Case management integration	Becky Avila Jeremy Dzubay Karpel Solutions	March 1, 2021	August 1, 2022

(2) Goal:	Create a searchable database within the case management system of court transcripts from preliminary examinations, trials, and court hearings.		
Objectives (A., B., etc.)	A. Reduce attorney preparation time for contested hearings by having transcript files in one location. B. Provide attorney support for impeachment material for recurring witnesses C. Improve client outcomes through more effective litigation due to the time-saving results of this activity.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Incorporate OCR into case management 2. Establish fields for transcripts 3. Attorney training on access/search fields	Becky Avila Jeremy Dzubay Karpel Solutions	March 1, 2021	December 31, 2022

(3) Goal:	Digitize old files and store them in a searchable database accessible to attorneys.		
Objectives (A., B., etc.)	A. Give attorneys immediate information to determine the validity of alleged priors. B. Support attorneys in analyzing client eligibility for post-conviction relief. C. Reduce attorney wait-time for file access		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Scanning of old files 2. Creation of searchable file database 3. Procurement of digital storage	Jeremy Dzubay	March 1, 2021	June 1, 2023

(4) Goal:	Modify current case management system to add metrics and efficiencies to attorney reports		
Objectives (A., B., etc.)	A. More accurately measure attorney workloads. B. Redistribute caseloads to achieve workload efficiency		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Identify fields for workload measurement 2. Combine fields to create measurable metrics 3. Incorporate metrics into attorney reports	Jeremy Dzubay Becky Avila Karpel Solutions	March 1, 2021	June 1, 2023

Appendix B: Funding Allocation

Please reference the below chart to determine the total available county an applicant may request. Please request the full amount of funding identified.

County	Available Funding	Allocation Breakdown
El Dorado County	\$347,900	N/A
Humboldt County	\$416,500	\$323,400 to PDO \$93,100 to ADO
Imperial County	\$347,900	N/A
Lassen County	\$274,400	N/A
Marin County	\$347,900	N/A
Mendocino County	\$416,500	\$323,400 to PDO \$93,100 to ADO
Merced County	\$984,900	N/A
Monterey County	\$637,000	N/A
Napa County	\$323,400	N/A
Nevada County	\$323,400	N/A
Santa Barbara County	\$637,000	N/A
Shasta County	\$347,900	N/A
Siskiyou County	\$274,400	N/A
Solano County	\$852,600	\$637,000 to PDO \$215,600 to ADO
Sonoma County	\$882,000	N/A
Stanislaus County	\$1,127,000	N/A
Tulare County	\$637,000	N/A
Tuolumne County	\$274,400	N/A
Yolo County	\$347,900	N/A
Grand Total	\$9,800,000	

PDO - Public
Defender's Office

ADO - Alternate Defender's
Office

Appendix C: Sample Grant Agreement

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID:

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER
BSCC XXX- 20

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

XXX

2. The term of this Agreement is:

START DATE

February 15, 2021

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$000,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1	Indigent Defense Grant Program Application Package	x
Attachment 2	Indigent Defense Grant Program Evaluation Guidelines	x

CONTRACTOR

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

GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS

XXX

CITY

XXX

STATE

XX

ZIP

XXX

PRINTED NAME OF PERSON SIGNING

XXX

TITLE

XXX

CONTRACTOR AUTHORIZED

DATE SIGNED



STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS
2590 Venture Oaks Way, Suite 200

CITY
Sacramento

STATE
CA

ZIP
95833

PRINTED NAME OF PERSON SIGNING
RICARDO GOODRIDGE

TITLE
Deputy Director

CONTRACTING AGENCY AUTHORIZED

DATE SIGNED



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

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Indigent Defense Grant Program

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

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The State Budget Act of 2020 (Senate Bill 74) appropriated funding for indigent defense grants to eligible county Public Defenders' Offices and for an evaluation of the Indigent Defense Grant Program. Funding for indigent services can be used to help address the staffing, training, case management needs, or other attorney support of California Public Defender Offices in counties with a population of 550,000 residents or fewer.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Indigent Defense Application Package, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx

Designated Financial Officer authorized to receive warrants:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx
Email: xxx

Project Director authorized to administer the project:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx
Email: xxx

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

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION AND EVALUATION REQUIREMENTS

Grantees will be required to comply with all data collection, evaluation, and reporting requirements of the Indigent Defense Grant Program. This includes the timely submission of progress reports, Local Evaluation Plan, and Local Evaluation Report to the State Public Defender's Office.

The BSCC plans to contract with an outside evaluator for a statewide evaluation of the impact of the projects funded by the Indigent Defense Grant Program in consultation with the State Public Defender's Office. The contractor is expected to: design and develop instruments for collecting progress information from grantees; develop the research methodology for the statewide evaluation; design and develop instruments for collecting evaluation data from grantees; provide ongoing technical assistance to grantees for data collection and evaluation activities; compile, screen, and analyze data obtained from grantees; and develop a final report on the impact of the Indigent Defense Grant Program.

5. REPORTING REQUIREMENTS

A. Bi-Annual Progress Reports (twice a year)

Grantees will submit progress reports to the State Public Defender's Office in a format prescribed by the outside evaluator in consultation with the BSCC. Questions about the Bi-Annual Progress Reports shall be directed to the outside evaluator and the State Public Defender's Office. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule

Progress Report Periods

1. February 15, 2021 to June 30, 2021
2. July 1, 2021 to December 31, 2021
3. January 1, 2022 to June 30, 2022
4. July 1, 2022 to December 31, 2022
5. January 1, 2023 to June 30, 2023

Due no later than:

- August 15, 2021
- February 15, 2022
- August 15, 2022
- February 15, 2023
- August 15, 2023

B. Evaluation Documents

1. Local Evaluation Plan
2. Local Evaluation Report

Due no later than:

- August 30, 2021
- December 31, 2023

6. PROJECT RECORDS

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

EXHIBIT A: SCOPE OF WORK

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

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in one lump sum by submitting an invoice (Form 201) to the BSCC. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below.

Quarterly Invoicing Periods:

1. February 15, 2021 to March 31, 2021
2. April 1, 2021 to June 30, 2021
3. July 1, 2021 to September 30, 2021
4. October 1, 2021 to December 31, 2021
5. January 1, 2022 to March 31, 2022
6. April 1, 2022 to June 30, 2022
7. July 1, 2022 to September 30, 2022
8. October 1, 2022 to December 31, 2022
9. January 1, 2023 to March 31, 2023
10. April 1, 2023 to June 30, 2023

Due no later than:

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

Final Invoicing Periods:

11. July 1, 2023 to September 30, 2023
12. October 1, 2023 to December 31, 2023

Due no later than:

- November 15, 2023
February 29, 2024

**Note: Only expenditures associated with completion of a Final Local Evaluation Report may be included on these last two invoices (11 and 12).*

- B. All project expenditures (excluding costs associated with the completion of a Final Local Evaluation Report) must be incurred by the end of the grant project period, June 30, 2023, and included on the invoice due August 15, 2023. Project expenditures incurred after June 30, 2023 will not be reimbursed.
- C. The Final Local Evaluation Report is due to the State Public Defender's Office by December 31, 2023. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of July 1, 2023 to December 31, 2023 must be submitted during the Final Invoicing Period(s), with the final invoice due on February 29, 2024. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period. If applicable, grantees may submit an invoice with a \$0 claim.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.
- F. Any unspent funds remaining at the end of the agreement term, including any interest earned, must be returned to the BSCC within 30 days of the submission of the final invoice.

2. GRANT AMOUNT AND LIMITATION

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Indigent Defense funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of the Budget Act of 2020 (Senate Bill 74). It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Indigent Defense funding is reduced or falls below estimates contained within the Indigent Defense Application Package, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

7. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services or Public Agency Subcontracts	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collection and Progress Reporting	\$0
7. Other (Travel, Training, etc.)	\$0
8. Indirect Costs	\$0
TOTALS	\$0

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

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

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

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

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

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

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

SAMPLE

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

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

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- D. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records
Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

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

6. MODIFICATIONS

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

7. TERMINATION

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

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Indigent Defense Application Package or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

9. UNION ACTIVITIES

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

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

10. WAIVER

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

Appendix D: Governing Board Resolution

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

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

WHEREAS the **(insert name of Local Government)** desires to participate in the Indigent Defense Grant Program funded through the State Budget Act of 2020 (Senate Bill 74) and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

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

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

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

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

Ayes:

Notes:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

Appendix E: Evaluation Guidelines

Indigent Defense Grant Program Local Evaluation Plan

The Indigent Defense Grant Program for funding period February 15, 2021 through June 30, 2023 requires a Local Evaluation Plan (LEP) to ensure projects funded by the Board of State and Community Corrections (BSCC) can be evaluated to determine their impact and effectiveness. The LEP is a written document that describes how the project will be monitored and evaluated and shows how evaluation results will be used for project improvement and decision making. The LEP should be developed before the project starts by program staff using a collaborative process that involves all relevant project stakeholders. Grantees are encouraged to identify an evaluator who can assist in the collaborative process of developing the LEP and guide the local evaluation throughout the grant cycle. This guideline was developed to assist grantees in creating a LEP that, at a minimum, addresses the information defined below.

Keep in mind the implementation of practices and strategies supported by data are to be considered whenever possible. The BSCC is responsible for verifying that grant money is spent efficiently and on effective projects; collecting data is one mechanism used to determine this. Evaluation results from each project may be used to inform the body of knowledge regarding what works with the target populations. Therefore, it is important to collect appropriate and consistent data. A strong LEP will help pave the way for a strong evaluation. A strong evaluation may be used to provide support for your project and funding.

The BSCC will make public the LEP from each grantee. LEPs may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature, and the public.

All grantees are required to submit a LEP by 5 p.m. on August 30, 2021. LEPs are sent to the Indigent Defense Grant inbox (IndigentDefenseGrant@bscc.ca.gov).

Cover Page

The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Project Background

At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- For project components that involve participants:

- Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
- Define the criteria used to determine participant eligibility of the target population.
- Describe the process for determining which intervention(s) and/or services a participant needs and will receive.
- Provide a description of the project's goals and objectives.

Process Evaluation Method and Design

At a minimum, this section should include:

- The research design for the process evaluation.
- For project components that involve participants, include:
 - The plan to document activities within the project and/or services provided to each participant (e.g., maintaining a database, signup sheets).
 - How participants' progress will be tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- For project components that do not involve participants, the plan to document activities (e.g., investigations, system/equipment updates).
- How activity progress will be tracked (e.g., start dates, cases initiated/resolved, inspections).
- Process variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data will be collected, and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components will be monitored, determined effective, and adjusted as necessary.
- The plan for documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project will be implemented to fidelity, when applicable.
- How quantitative and qualitative process data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.

Outcome Evaluation Method and Design

At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation will answer. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- For project components that involve participants:
 - The estimated number of participants expected to receive each type of intervention/service.

- The criteria for determining participant success in the project.
- The estimated number of activities expected to be accomplished.
- The criteria for determining activity completion and/or success in the project.
- Outcome variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data will be collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.
- The strategy for determining whether outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions will be employed, include a description of how the separate effects on outcome variables of each type of the intervention will be determined, if possible.

Project Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."¹ "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."²
- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided.
- Outcomes: "Outcomes are the immediate, specific, measurable changes"³ due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
 - Short-Term- Timeframe (grant cycle, months)
 - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).⁴

¹ Department of Health & Human Services: Family and Youth Services Bureau, 2020.

² The Pell Institute and Pathways to College Network, 2020.

³ Ibid.

⁴ Ibid.

Appendices (if applicable)

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

Indigent Defense Grant Program Local Evaluation Report

The Indigent Defense Grant Program for funding period February 15, 2021 through June 30, 2023 requires a Local Evaluation Report (LER) to identify whether the project was successful in achieving its goals and objectives. This LER must be based on the original Local Evaluation Plan (LEP). Any modifications to the LEP must be explained in the LER. This guideline was developed to assist grantees in writing a LER that, at a minimum, addresses the required information defined below.

The LER will document the activities completed with the support of grant funds and the outcomes achieved. BSCC will use this report to verify the grant money was well spent and describe the impacts of the project. Assuming the projects have successful outcomes, other organizations may want to adopt certain project components/intervention(s) demonstrated to be effective. Therefore, the report should include enough information to allow other organizations to replicate your project strategies.

The BSCC will make public the LER from each grantee. LERs may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature, and the public.

All grantees are required to submit a LER to the BSCC no later than 5 p.m. on December 31, 2023.

Cover Page

The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Executive Summary

The Executive Summary summarizes the key components of the report so that readers have a brief overview of the project's efforts and results. It should provide a synopsis of the project explaining: the project purpose; goals and objectives, including the extent to which they were achieved; key findings; project accomplishments; and conclusions.

Project Background

At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- For project components that involve participants:
 - Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
 - Define the criteria used to determine participant eligibility of the target population.
 - Describe the process for determining which intervention(s) and/or services

- a participant needs and will receive.
- Provide a description of the project's goals and objectives.

Process Evaluation Method and Design

At a minimum, this section should include:

- The research design for the process evaluation.
- For project components that involve participants, include:
 - How activities within the project and/or services provided to each participant were documented (e.g., maintaining a database, signup sheets).
 - How participants' progress was tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- How components or activities conducted as part of the project were tracked/documented (e.g., investigations, system/equipment updates).
- How activity progress was tracked (e.g., start dates, cases initiated/resolved, inspections).
- Process variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data were collected and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components were monitored, determined effective, and adjusted as necessary.
- The method of documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project was implemented to fidelity, when applicable.
- How quantitative and qualitative process data were analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and your method used for analyzing qualitative data (identifying themes, content analysis, etc.).

Outcome Evaluation Method and Design

At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation answered. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- For project components that involve participants:
 - The number of participants who received each type of intervention/service.
 - The criteria for determining participant success in the project.
- The number of activities accomplished.
- The criteria for determining activity completion and/or success in the project.
- Outcome variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data were collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data was analyzed. Describe the

statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.).

- The strategy for determining whether outcomes were due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions were employed, include a description of how the separate effects on outcome variables of each type of the intervention were determined, if possible.

Evaluation Results

This section provides a description of the project outcomes. This section should include:

- The data related to the process evaluation. Describe any changes that were made as a result of the process evaluation findings.
- Total number of participants (unduplicated).
 - Include basic demographic information of your participants (e.g., age, gender, race/ethnicity, risk factors, prior involvement with the justice system).
 - When multiple services are available, include the number of individuals who received each of the services.
- Total number of activities and/or services.
- Progress toward goals:
 - Provide a summary of the degree to which the project's goals and objectives were achieved.
 - Describe factors that affected the progress of project goals. This may include factors which resulted in achieving goals more quickly or impeded your progress. If there were factors that impeded your progress, describe how they were addressed.
- Results of any process analyses and provide a detailed explanation related to the project's performance over the course of the grant.
- Results of any outcome analyses and provide a detailed explanation of findings as it relates to any other additional outcome measures.

Discussion of Results

At a minimum, this section should:

- Discuss the effectiveness of different strategies implemented in the project.
- Make useful recommendations with specific guidance for what to replicate or do differently.

A Current Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)." ⁵ "Include those aspects of

⁵ Department of Health & Human Services: Family and Youth Services Bureau, 2020.

the project which are available and dedicated to, or used by, the project/service to operate.”⁶

- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided.
- Outcomes: “Outcomes are the immediate, specific, measurable changes”⁷ due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
 - Short-Term- Timeframe (grant cycle, months)
 - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).⁸

Grantee Highlight

This section should provide a brief, one-page, visually appealing, highlight or success story that provides additional information related to the project’s success over the grant cycle. This highlight may be included in a statewide report. You may include optional graphs, charts, or photos⁹. While every effort will be made to include these in a statewide report, inclusion in the report is not guaranteed.

Appendices

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

⁶ The Pell Institute and Pathways to College Network, 2020.

⁷ Ibid.

⁸ Ibid.

⁹ The BSCC will only accept photographs in which all persons depicted are over 18 years of age and have consented to both being photographed and to the use and release of their image. By submitting photographs to the BSCC, the submitter acknowledges that all approvals have been obtained from the subjects in the photograph(s) and that all persons are over 18 years of age. Further, by submitting the photographs, the submitter irrevocably authorizes the BSCC to edit, alter, copy, exhibit, publish or distribute the photographs for purposes of publicizing BSCC grant programs or for any other lawful purpose. All photographs submitted will be considered public records and subject to disclosure pursuant to the California Public Records Act.

MONTEREY COUNTY

OFFICE OF THE PUBLIC DEFENDER

(831) 755-5058 – FAX (831) 755-5873 – PO BOX 539, SALINAS, CALIFORNIA 93901

SUSAN E. CHAPMAN
PUBLIC DEFENDER



Resolution No. **County of Monterey, State of California**

AUTHORIZING RESOLUTION

RESOLUTION of the Monterey County Board of Supervisors of **the COUNTY OF MONTEREY, STATE OF CALIFORNIA**, hereby consent to adopt and ratify the following resolutions:

WHEREAS the County of Monterey Public Defender desires to participate in the Indigent Defense Grant Program funded through the State Budget Act of 2020 (Senate Bill 74) and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC); and

WHEREAS the Applicant, County of Monterey Public Defender, will receive an Indigent Defense Grant in the amount of \$637,000 to enhance attorney support and digital case management software, for the term February 15, 2021 to June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED that the Public Defender be authorized on behalf of the County of Monterey Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

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

BE IT FURTHER RESOLVED that the County of Monterey Public Defender agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the Board of Supervisors of the County of Monterey in a meeting thereof held this _____ day of _____ 2021 by the following:

Aye :

No :

Absent :

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: Susan E. Chapman, Public Defender

2020 Indigent Defense Grant Program - Project Budget and Budget Narrative		
Name of Applicant: Monterey County Public Defender		
Contract Term: February 15, 2021 to June 30, 2023		
The total amount of funding each county is eligible to receive is provided on the Funding Allocation tab. Please request the full amount of funding next to your county name.		
Note: Rows 8-15 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. Salaries and Benefits		\$0.00
2. Services and Supplies		\$50,000.00
3. Professional Services or Public Agency Subcontracts		\$372,091.00
4. Non-Governmental Organization (NGO) Subcontracts		\$0.00
5. Equipment/Fixed Assets		\$20,000.00
6. Project Evaluation		\$0.00
7. Other (Travel, Training, etc.)		\$137,000.00
8. Indirect Costs		\$57,909.00
TOTAL		\$637,000.00
1a. Salaries and Benefits		
Name and Title	(Show as either % FTE <u>or</u> Hourly Rate) & Benefits	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$0.00
1b. Salaries and Benefits Narrative:		
2a. Services and Supplies		
Description of Services or Supplies	Calculation for Expenditure	Total
Tablet computers	Twenty (20) tablet computers at \$2,000.00 each, sourced from approved county vendors.	\$40,000.00
Peripherals for data storage, cords, cooling, and connectivity.	Computer peripherals sourced from approved county vendors.	\$10,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$50,000.00
2b. Services and Supplies Narrative:		

3a. Professional Services		
Description of Professional Service(s)	Calculation for Expenditure	Total
Development of Auto-text software and text charges		\$80,000.00
Development of transcript database with optical character recognition		\$80,000.00
Development of case management reports to access attorney workloads		\$62,091.00
Scanning and archiving old paper files (approximately 150,000 files)		\$150,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$372,091.00
3b. Professional Services Narrative		
<i>Software development for autotext program to augment our current digital case management system.</i> <i>Software development for embedding a searchable transcript database within the case management system.</i> <i>Software development for creating field-based attorney workload reports within the case management system.</i> <i>Scanning old paper files and entry into new database.</i>		
4a. Non-Governmental Organizations (NGO) Subcontracts		
Description of Subcontract	Calculation for Expenditure	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00
4b. Non-Governmental Organizations (NGO) Subcontracts Narrative		
5a. Equipment/Fixed Assets		
Description of Equipment/Fixed Asset	Calculation for Expense	Total
Hard drive for storage of digitized files	Two 50+ terabyte hard drives at \$10,000.00 each, sourced from approved county vendors.	\$20,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$20,000.00
5b. Equipment/Fixed Assets Narrative		

Digital storage needed to store scans of 30+ years of old paper files, audio, and video evidence.

6a. Project Evaluation

Description	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$0.00

6b. Project Evaluation Narrative

7a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Attorney Training	Attorney trial skills training and travel reimbursements.	\$137,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$137,000.00

7b. Other (Travel, Training, etc.) Narrative:

35 Attorneys will be eligible for off-site training in trial skills, including travel reimbursement within County guidelines.

8a. Indirect Costs

Indirect costs may be charged to grant funds by choosing either Option 1) or 2) listed below:		Total
1) Indirect costs will be charged as Grantee's federally approved Negotiated Indirect Cost Rate (NICR): Enter NICR Percentage and Amount:	0.00%	\$0.00
2) Indirect costs will be charged as the Federal De Minimis (10% of Modified Total Direct Cost):		\$57,909.00
TOTAL		\$57,909.00

8b. Indirect Costs Narrative:

Monterey County Public Defenders Department has no negotiated indirect cost rate, and therefore is applying the Federal De Minimis rate of 10% for indirect costs.

Before submission, please verify that you have requested the full amount of funding your county is eligible to receive.