

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 393- 22**

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**San Mateo County Probation Department****2. The term of this Agreement is:**

START DATE

**MAY 1, 2023**

THROUGH END DATE

**SEPTEMBER 30, 2027****3. The maximum amount of this Agreement is:****\$956,968.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

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

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

**San Mateo County Probation Department**

CONTRACTOR BUSINESS ADDRESS

222 Paul Scannell Dr

CITY

San Mateo

STATE

CA

ZIP

94402

PRINTED NAME OF PERSON SIGNING

John Keene

TITLE

Chief Probation Officer

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

04/17/2023

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

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

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

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

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

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

### **3. PROJECT OFFICIALS**

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

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

Name: John Keene

Title: Chief Probation Officer

Address: 222 Paul Scannell Dr, San Mateo, CA 94402

Phone: (650) 312-5522

Email: jkeene@smcgov.org

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

Name: Almera Milanes

Title: Financial Services Manager

Address: 222 Paul Scannell Dr, San Mateo, CA 94402

Phone: (650) 312-8874

Email: amilanes@smcgov.org

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

Name: Michael Leon

Title: Deputy Chief Probation Officer

Address: 222 Paul Scannell Dr, San Mateo, CA 94402

Phone: (650) 363-4257

Email: mleon@smcgov.org

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

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

### **4. DATA COLLECTION**

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

### **5. REPORTING REQUIREMENTS**

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

**Annual Progress Report Periods:**

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

**Due no later than:**

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

**Other:**

- 4. End of Project Report

**Due no later than:**

- September 30, 2027

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

### **6. PROJECT RECORDS**

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

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

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

## **7. CONFLICT OF INTEREST**

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

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

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

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

**Quarterly Invoicing Periods:**

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

**Due no later than:**

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

**Final Invoicing Period:**

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

**Due no later than:**

- April 30, 2025

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

- B. All project expenses must be incurred by the end of the purchase period, March 15, 2025, and included on the final invoice due April 30, 2025. Project expenditures incurred after March 15, 2025 will not be reimbursed.
- C. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- D. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

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

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

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

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

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

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

- B. If Mobile Probation Service Centers funding is reduced or falls below estimates contained within the Mobile Probation Service Centers Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### **4. PROJECT COSTS**

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

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

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

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

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

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

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

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

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 8. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Services and Supplies	\$256,923
2. Professional Services or Public Agency Subcontracts	\$49,225
3. Equipment/Fixed Assets	\$457,800
4. Other (Travel, Training, etc.)	\$193,020
<b>TOTALS</b>	<b>\$956,968</b>



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

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

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

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

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

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

### **2. GRANTEE ASSURANCES AND COMMITMENTS**

- A. Compliance with Laws and Regulations

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

- B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

- C. Permits and Licenses

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

### **3. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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

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

- 1) Books and Records

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

- 2) Access to Books and Records

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

### **4. PROJECT ACCESS**

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

### **5. ACCOUNTING AND AUDIT REQUIREMENTS**

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

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

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

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

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

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

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

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

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

### **7. MODIFICATIONS**

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

### **8. TERMINATION**

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

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

material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, or approved modifications;
  - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

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

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



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

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

### **10. UNION ACTIVITIES**

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

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

### **11. WAIVER**

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

Title	<b>San Mateo County Probation Department</b>	01/04/2023
	by <b>Darlene Hansen</b> in <b>Mobile Probation Service Centers Grant Program Application</b>	id. 34723883
	dhansen@smcgov.org	

Original Submission

01/04/2023

	<p>The Mobile Probation Service Centers Grant Program Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the Mobile Probation Service Centers Grant Program Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The Instruction Packet is available on the BSCC website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.</p>
SECTION I - BACKGROUND INFORMATION	This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.
Name of Applicant	San Mateo County Probation Department
Applicant's Physical Address	222 Paul Scannell Dr San Mateo CA 94402 US
Applicant's Mailing Address (If different than physical address)	n/a
Mailing Address for Payment	222 Paul Scannell Dr San Mateo CA 94402 US
Tax Identification Number	94-600532
Grant Funds Requested	956968.0
Project Title	The San Mateo County's Mobile Probation Services Program

Proposal Summary	<b>The San Mateo County Probation Department proposes to purchase, equip, and deploy two vehicles to different community sites on a weekly schedule. These Mobile Probation Service Centers will serve as additional sites where unhoused clients can report to Probation and receive services: orientation, supervision, referrals, and greater access to resources and services. Bringing mobile services to the community will help unhoused clients successfully meet their probation requirements, reduce failure to report and other technical violations, and improve outcomes – increasing equity for probationers experiencing homelessness and improving community safety.</b>
SECTION II - CONTACT INFORMATION	<b>This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.</b>
Project Director	<b>Michael Leon</b>
Project Director's Title with Agency/Department/Organization	<b>Deputy Chief Probation Officer</b>
Project Director's Physical Address	<b>222 Paul Scannell Dr San Mateo CA 94402 US</b>
Project Director's Email Address	<b>mleon@smcgov.org</b>
Project Director's Phone Number	<b>+16503634257</b>
Financial Officer	<b>Almera Milanes</b>
Financial Officer's Title with Agency/Department/Organization	<b>Financial Services Manager</b>
Financial Officer's Physical Address	<b>222 Paul Scannell Dr San Mateo CA 94402 US</b>
Financial Officer's Email Address	<b>amilanes@smcgov.org</b>
Financial Officer's Phone Number	<b>+16503128874</b>
Day-To-Day Program Contact	<b>Noelle Vergara</b>
Day-To-Day Program Contact's Title with Agency/Department/Organization	<b>Manager of Research and Performance Outcomes</b>

Day-To-Day Program Contact's Physical Address	<b>222 Paul Scannell Dr San Mateo CA 94402 US</b>
Day-To-Day Program Contact's Email Address	<b>nvergara@smcgov.org</b>
Day-To-Day Program Contact's Phone Number	<b>+16503125549</b>
Day-To-Day Fiscal Contact	<b>Almera Milanes</b>
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	<b>Financial Services Manager</b>
Day-To-Day Fiscal Contact's Physical Address	<b>222 Paul Scannell Dr San Mateo CA 94402 US</b>
Day-To-Day Fiscal Contact's Email Address	<b>amilanes@smcgov.org</b>
Day-To-Day Fiscal Contact's Phone Number	<b>+16503128874</b>
Name of Authorized Officer	<b>John Keene</b>
Authorized Officer's Title with Agency/Department/Organization	<b>Chief Probation Officer</b>
Authorized Officer's Physical Address	<b>222 Paul Scannell Dr San Mateo CA 94402 US</b>
Authorized Officer's Email Address	<b>jkeene@smcgov.org</b>
Authorized Officer's Phone Number	<b>+16503125522</b>
Authorized Officer Assurances	<b>checked</b>
SECTION III - PROPOSAL NARRATIVE AND BUDGET	<b>This section requests responses to the Rating Factors identified in the the Mobile Probation Service Centers Grant Program Application Instruction Packet.</b>

The Proposal Narrative must address the project's Need, Equipment, and Implementation Rating Factors as described in the Instruction Packet (Pages 13-17). A separate narrative response is required for each Rating Factor as described below: The Need narrative may not may not exceed 2,237 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 1 (one) page in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Equipment narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Implementation narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the Mobile Probation Service Centers Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the Instruction Packet (Page 13).

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Need

1.1 Needs to be addressed. The SMC Probation Department has identified 270 adult clients receiving probation supervision services who are unhoused or whose residence is unknown to us – 11% of 2,403 adults on our caseloads as of September 2022. Probation staff have identified transiency, mental health issues, and accessing residential treatment and other programs as the top challenges in helping unhoused clients meet their probation requirements.

1.2 Contributing conditions/elements. With San Mateo County having the third highest cost of housing in California, it is not a surprise that 11% of supervised probationers are unhoused. Reaching this population is a challenge. Many clients fail to report to our department once they are placed on supervised probation, and may have difficulty coming to our offices due to transportation challenges. When we cannot locate or communicate with them, we cannot orient them on their probation conditions, assess their needs, or connect them to services. We have no mobile service centers through which to reach unhoused probationers.

1.3. Supporting data. High numbers of unhoused clients fail to meet their terms and conditions of probation, and do so at higher rates than their housed counterparts. In FY 21-22, 95.1% (58 of 61) of unhoused clients tracked by SMC Probation had unsuccessful terminations compared to 58.8% (87 of 148) of housed clients. Unhoused clients (or those with unidentified addresses) were also more likely to have a warrant for their arrest at 17% (55 of 324) compared to housed clients at 8.3% (188 of 2,272).

1.4 Justification for use of grant funds. The Mobile Service Centers will serve as additional sites where unhoused clients can report to Probation and receive services: orientation, supervision, referrals and greater access to resources and services (e.g., mental health, health, housing, substance abuse counseling, employment). Bringing mobile services to the community will help unhoused clients meet their probation requirements, reduce failure to report and other technical violations, and improve outcomes – increasing equity for probationers experiencing homelessness, reducing disparities in outcomes, and improving community safety.

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Equipment

2.1 Vehicles to be purchased. Currently, SMC Probation does not have any vehicles with the ability to operate as mobile probation service centers. We plan to use grant funds to purchase two vehicles for this purpose. The likely choice will be Thor Tellaro or Sequence Motor Coach Class B Motorhomes. We have tentatively selected these vehicles based on vehicle size, capacity, and functionality. Most unhoused clients reside in urban areas and an important consideration is that the vehicles should be compact and easy for staff to

maneuver and park in our urban communities. The models are 21'1" long and 9'5" high. They can also be operated with no special licensing requirements. Each van will be equipped with a generator, to power the van when it is not running, and a solar panel, to charge their generators, in line with San Mateo County's green initiative.

Secure data connectivity will be provided within the vehicles by using the County's VPN tool, Global Protect in conjunction with a County-issued hotspot device, and the County's requirement of multi-factor authentication via OKTA to access network resources.

To address safety concerns, when operating, each van would be staffed by at least two staff members. County radios will be available to assist with communication and support officer safety. Gun safes will be available to safely store firearms and other safety equipment. Secured cabinets will be available to safely store other items, including seized evidence or other items confiscated from probationers. DPOs' 200 hours of initial training and 40+ hours of training each year include courses on applicable laws, safety, security, and case management.

The vehicles and generators will be maintained by the SMC Motor Pool, which is equipped for this purpose. We are also budgeting grant funds for gasoline and additional maintenance fees including vehicle cleaning services.

Staff assigned to the mobile service centers will be properly trained on how to operate the vehicles including use of the solar panels, generators, communication networks, and other equipment.

**2.2 Equipment, telecommunications, and other technology.** To equip these vehicles to serve as mobile service centers, we would utilize grant funds for the following **EQUIPMENT**:

- \*Laptop computers (1 per van) for staff to access the department case management systems and other software programs. This may include access to Zoom and/or Microsoft Teams for remote meetings with providers and remote court appearances when available/allowed.

- \*Docking stations (1 per van) to charge the computers

- \*Computer monitors (1 per van), additional screens to assist staffs' work

- \*Printers/scanners/fax machines (1 per van), to scan and/or fax documents

- \*Headphones (12 per van), for different DPOs on this assignment)

- \*Televisions (1 per van), for video conferencing

- \*Security cameras (1 per van); life cam monitors for video conferencing (1 per van), and cameras for snapshots and videos (1 per van)

- \*Gun safes (2 per van), to secure firearms and other safety equipment

- \*Medication/needle disposal boxes (1 per van), to support responsible, environmentally safe disposal

- \*Noise reduction machines (1 per van), to help maintain confidentiality in interviews and other services

- \*Installed vehicle radios, parts, and accessories (1 per van)

- \*Two-way handheld radios, for DPO communications while not in vehicle

- \*Seat covers (1 per van)

- \*First aid kits (1 per van)

- \*Fire extinguishers (2 per van)

- \*Emergency roadside kits (1 per van)

- \*Custom automotive magnets (10 per van), to post signage on the vehicle's exterior (such as "Mobile Probation Service Center") that can be interchangeable based on assignment

#### **TELECOMMUNICATIONS:**

For each vehicle:

- \*Data plans for telecommunications

- \*Wi-Fi hotspot service, initial and monthly fees

- \*Zoom, annual subscription fee

#### **OTHER:**

- \*FCC licenses for the handheld radios

- \*Gasoline

- \*Vehicle insurance

- \*Maintenance costs for vehicles, radios, and other devices
- \*Vehicle cleaning/detailing

## Implementation

**3.1 How vehicles, equipment, technology will be used.** We will utilize the two Mobile Probation Service Center vehicles to extend services to unhoused clients to assist with meeting their probation requirements. The mobile services will serve approximately 270 clients annually. They can serve other clients who face challenges with lack of or limited transportation options to our offices.

The Department will establish a weekly schedule for Mobile Service Center services, with each van going to different locations on specific days of the week. We anticipate parking the vans at partner sites throughout the county, such as the Human Service Agency in San Carlos, Samaritan House South in East Palo Alto, Daly City Community Service Center, and Coast House in Half Moon Bay. We will develop a schedule guided by information provided by staff that will identify where unhoused clients reside or frequent. We will consider collaborating with local shelters and other safety net providers. We will also consult with neighboring county agencies who dually serve our clients and consider collaborative opportunities, to inform our locations and weekly schedule. Services to help unhoused clients meet probation requirements will include and are not limited to:

- \*Probation supervision services (including orientation)
- \*Interviews, assessments, and referrals to community services and resources
- \*Remote court appearances for low level offenses (if permitted and available)
- \*Pretrial monitoring (including check-ins and reminders)
- \*Registration and troubleshooting for the OffenderLink telephone check-in system
- \*Reentry resources
- \*Substance use testing
- \*Victim services
- \*Public service and treatment program referral
- \*Issuance of travel permits

Services to help address unhoused clients' needs will include and are not limited to:

- \*Providing resources: Hygiene packages, donated clothing, non-perishable food items
- \*Private meeting space to provide counseling services
- \*Access to services from Service Connect (multi-agency collaborative to serving reentry population)
- \*Assistance enrolling in public assistance programs (vocational training, employment referrals, job placement, housing vouchers, food, clothing, cell phones, Medi-Cal, CalFresh, CalWORKs, General Assistance)
- \*Referrals to rehabilitative services (health benefits, mental health, alcohol & drug treatment)

We will post information about the Mobile Service Centers, including available services and weekly schedules and locations, on the Department website, in our offices, and through social media platforms such as Twitter, and in collaboration with community partners.

**3.2 Partnerships/coordination.** SMC Probation will leverage many existing partnerships to increase referrals for unhoused clients. Our initial focus will be to expand efforts to outreach services with current partnerships with other county departments and community-based organizations. This includes SMC's Core Service Agencies (listed below) that provide access to emergency safety net services to vulnerable community members.

- \*Daly City Community Services Center (Daly City)
- \*Samaritan House (San Mateo)
- \*Samaritan House South (East Palo Alto)
- \*Coastside Hope (El Granada)
- \*Pacifica Resource Center (Pacifica)
- \*Puente de la Costa Sur (Pescadero)
- \*Fair Oaks Community Resource Center (Redwood City)
- \*YMCA Community Resource Center (South San Francisco)

Safety net services may include food assistance, emergency shelter referrals,

housing and utility assistance, employment services, public benefits enrollment, infant and toddler supplies, child care, school supplies, clothing, computer services, vaccine clinics, tax preparation, general counseling, and case management, treatment referrals, and transportation assistance.

3.3 Data to be gathered and reported. We will gather and report the following data to BSCC in annual and final reports: weekly mobile probation center schedules (including staff roster and city/center location); # of clients serviced, their housing status, risk level, UA result (if applicable); type of probation supervision they're under, # of client contacts; specific service types provided; #s of resource referrals; # with failure to report or appear in court and other technical violations; successful and unsuccessful probation completions; department-wide probation-completion rate over time; completion rates by race/ethnicity.

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Budget Instructions

**Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 4: Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Proposal Budget and Budget Narrative. The Proposal Budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website.**

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Budget Attachment

[Mobile-Probation-Service-Centers-Budget-Attachment.xlsx](#)

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SECTION IV -  
MANDATORY  
ATTACHMENTS

**This section list the attachments that are required at the time of submission. Project Work Plan (Appendix B) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix F)**

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Project Work Plan (Appendix B)

[Appendix\\_B\\_-\\_Project\\_Work\\_Plan.pdf](#)

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Certification of Compliance with BSCC Policies On Debarment, Fraud, Theft, and Embezzlement (Appendix F)

[Appendix\\_F\\_-\\_Signed\\_Cert\\_of\\_Compliance\\_with\\_BSCC\\_Policies\\_on\\_Debarment\\_Fraud\\_Theft\\_and\\_Embezzlement.pdf](#)

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OPTIONAL: Governing Board Resolution n/a

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OPTIONAL: Bibliography n/a

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CONFIDENTIALITY  
NOTICE:

**All documents submitted as a part of the Mobile Probation Service Centers Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)**

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## Appendix B: Project Work Plan

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

(1) Goal:	San Mateo County Probation Department will establish two Mobile Probation Service Centers.		
Objectives (A., B., etc.)	A. SMC Probation will obtain the equipment needed to deploy two Mobile Probation Service Centers. B. SMC Probation will schedule the Mobile Probation Service Centers' deployment to community sites to extend and optimize unhoused probationers' access to probation services. C. SMC Probation will integrate the functioning and maintenance of the Mobile Probation Service Centers' into its ongoing services.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Purchase vans, equipment, and telecommunications.  2. Equip the vans so they are ready for service.  3. Assign DPOs to staff the Mobile Service Centers.  4. Develop weekly schedules for the Centers in conjunction with DPOs and community partners.  5. Publicize the Probation Mobile Service Centers, the services available through them, and their schedules and locations.	Chief John Keene, Chief Probation Officer; Project Director Michael Leon, Deputy Chief Probation Officer; Almera Milanese, Financial Services Manager  SMC County Motor Pool staff and SMC Radio Services - IS Communications   Assistant Deputy Chief Probation Officers   Probation Services Managers   Quality Assurance and Communications Unit	May 1, 2023	December 31, 2023

6. Train assigned DPOs on the vans' equipment and functioning.	Probation Services Managers	
7. Develop schedules and procedures for the vans' maintenance with the SMC Motor Pool.	Assistant Deputy Chief Probation Officers and Probation Services Managers	

(2) Goal:	The Mobile Probation Service Centers will increase unhoused probationers access to needed community services and resources.		
Objectives (A., B., etc.)	A. The SMC Mobile Probation Service Centers will extend unhoused probationers' access to probation supervision. B. Services provided through the Mobile Service Centers will address unhoused probationers' individual basic needs, in areas including access to food, clothing, bus passes, housing support, etc. C. Services provided via the Mobile Service Centers will connect unhoused probationers to social services and resources to help them improve their lives, in areas such as public benefits enrollment, health and mental health/substance abuse treatment, employment support, domestic violence counseling, and legal assistance.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Deploy the vans to community sites according to their weekly schedules.	Chief John Keene, Chief Probation Officer, and Project Director Michael Leon, Deputy Chief Probation Officer	No later than January 1, 2024      June 30, 2027	
2. DPOs provide orientations on probation requirements and assistance available through the Mobile Service Centers to unhoused probationers who visit the Centers.	Deputy Probation Officers		
3. DPOs conduct interviews and assessments with unhoused probationers to assess their status and identify their service needs.	Deputy Probation Officers		
4. DPOs provide ongoing supervision to unhoused probationers, which includes referring and connecting them to San Mateo County Health Department, Service Connect, and our Core Service Agencies (partner	Partner service providers: SMC Health Department, Service Connect, Core Service Agencies		

community service providers) for services and resources (e.g., food, clothing, benefits enrollment, domestic violence counseling, rehabilitative services (health care, mental health/substance abuse treatment, etc.)).		
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<b>(3) Goal:</b>	<b>Unhoused probationers in San Mateo County will successfully terminate their probation terms because of the support provided through the Mobile Probation Service Centers.</b>		
Objectives (A., B., etc.)	A. SMC Probation will decrease technical violations (failure of report, failure to appear in court, drug and alcohol use) among unhoused probationers as a result of implementing the Mobile Probation Service Centers. B. SMC Probation will decrease revocations among unhoused probationers as a result of implementing the Mobile Probation Service Centers. C. The percentage of successful terminations will increase for the unhoused probationers. D. SMC Probation will decrease recidivism among unhoused probationers as a result of implementing the Mobile Probation Service Centers. E. The disparities in probation outcomes between housed and unhoused probationers will narrow substantially as a result of the work of the Mobile Probation Service Centers.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Mobile Probation Service Centers provide extended supervision services, resources, and other support to unhoused probationers.	Deputy Probation Officers	No later than January 1, 2024      June 30, 2027	
2. Mobile Probation Services connect unhoused probationers to community services and resources to meet their needs and assist them to successfully reenter the community, address their challenges, and and/or function productively.	Partner service providers: SMC Health Department, Service Connect, Core Service Agencies		

## Appendix F: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

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

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

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

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

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

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

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

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

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

<b>AUTHORIZED SIGNATURE</b> <small>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</small>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
John T. Keene	Chief Probation Officer	650.312.8816	jkeene@smcgov.org
STREET ADDRESS	CITY	STATE	ZIP CODE
Youth Services Center 222 Paul Scannell Drive	San Mateo	CA	94402
APPLICANT'S SIGNATURE <small>(Blue Ink or e-signature Only)</small> <div style="display: flex; align-items: center;"> <span style="font-size: 1.5em; margin-right: 10px;">X</span> </div>			DATE  12/20/2022

## Mobile Probation Service Centers Grant Program - Project Budget and Budget Narrative

Name of Applicant:

22-Month Budget: May 1, 2023 to March 15, 2025

*0 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies)*

Budget Line Item	Total
1. Services and Supplies	\$256,923.00
2. Professional Services or Public Agency Subcontracts	\$49,225.00
3. Equipment/Fixed Assets	\$457,800.00
4. Other (Travel, Training, etc.)	\$193,020.00
<b>TOTAL</b>	<b>\$956,968.00</b>

### 1a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
Laptops -- Panasonic Toughbooks	$\$3,700 + \$370 \text{ sales tax (10\%)} = \$4,070 \times 2$	\$8,140.00
Monitors	$\$349 + \$34.90 \text{ sales tax (10\%)} = \$383.90 \times 2$	\$768.00
Headphones -- Jabra Evolve Headset, stereo, USB, wired, over-the-head, binaural	$\$65 + \$6.50 \text{ sales tax (10\%)} = \$71.50 \times 24$	\$1,716.00
Televisions - 50" Samsung Flatscreen	$\$650 + \$65 \text{ sales tax (10\%)} = \$715 \times 2$	\$1,430.00
Docking Stations -- Dell WD22T84	$\$350 + \$35 \text{ sales tax (10\%)} = \$385 \times 2$	\$770.00
Cameras -- Canon PowerShot G7 X Mark III 20.1 Megapixel Compact Camera	$\$850 + \$85 \text{ sales tax (10\%)} = \$935 \times 2$	\$1,870.00
Life Cam Monitor - Cameras -- Microsoft LifeCam Studio Full HD 1080p	$\$200 + \$20 \text{ sales tax (10\%)} = \$220 \times 2$	\$440.00
Handheld Metal Detectors -- Garrett Superwand Handheld Metal Detector	$\$250 + \$25 \text{ sales tax (10\%)} = \$275 \times 2$	\$550.00
Noise Reduciton Machines -- Serene Evolution 36 Sound Machine	$\$250 + \$25 \text{ sales tax (10\%)} = \$275 \times 2$	\$550.00
Printer/Scanner/Fax --HP LaserJet Pro MFP M227fdw Wireless Monochrome - Laser All-In-One Printer	$\$450 + \$45 \text{ sales tax (10\%)} = \$495 \times 2$	\$990.00
Printer Toner/Ink for HP LasterJet Pro MFP M227fdw Ink Cartridges	$\$140 + \$14 \text{ sales tax (10\%)} = \$154 \times 20 \text{ (2 per year per vehicle x 5 years)}$	\$3,080.00
Security Cameras with video recorders -- Complete 4 Megapixel IP Video Security System with Network Video Recorder /	$\$2,300 + \$230 \text{ sales tax (10\%)} = \$2,530 \times 2$	\$5,060.00
Custom Automotive Magnets -- from <a href="http://Uprinting.com">Uprinting.com</a>	$\$150 + \$15 \text{ sales tax (10\%)} = \$165 \times 20$	\$3,300.00
Seat Covers -- ShearComfort, waterproof	$\$295 + \$29.50 \text{ sales tax (10\%)} = \$324.50 \times 2$	\$649.00

First Aid Kits -- The Medic (Portable Medical Kit)	$\$750 + \$75 \text{ sales tax (10\%)} = \$825 \times 2$	\$1,650.00
Fire Extinguishers	$\$150 + \$15 \text{ sales tax (10\%)} = \$165 \times 4$	\$660.00
Emergency Roadside Kits -- Roadside Premium Car Emergency Kit	$\$700 + \$70 \text{ sales tax (10\%)} = \$770 \times 2$	\$1,540.00
Medication Disposal Boxes -- SMC Lead Buyer, Medical/Surgical Supplies	\$1,200 each + \$120 sales tax (10%)	\$2,640.00
Gun Safes -- GunVault Microvault	$\$280 + \$28 \text{ sales tax (10\%)} = \$308 \times 4$	\$1,232.00
Wi-Fi mobile hotspot (initital fee)	$\$300 \times 2$	\$600.00
Wi-Fi mobile hotspot (monthly fee)	$\$45 \times 54 \text{ months} \times 2$	\$4,860.00
Data Plan (monthly fee)	$\$60 \times 54 \text{ months} \times 2$	\$6,480.00
Zoom (subscription fees)	$\$250 \text{ annually} \times 5$	\$2,500.00
FCC licenses for handheld radio operations	$\$100 \text{ year} \times 2 = \$200 \times 5 \text{ years}$	\$1,000.00
Maintenance and repairs to vehicles, insurance. GPS by San Mateo County Department of Public Works Motor Pool	\$18,500 in year 1, 5% yearly increases thereafter, \$19,425 in Year 2, \$20,396 in year 3, \$21,416	\$204,448.00
<b>TOTAL</b>		<b>\$256,923.00</b>

### 1b. Services and Supplies Narrative:

Services and supplies allocations are for equipment and telecommunications for the two vehicles to be deployed as Mobile Probation Service Centers. Items and their costs are detailed above and total \$256,923. They include: laptop computers, printer/toner ink cartridges, monitors, headphones, televisions, docking stations, cameras, life cam monitors, handheld metal detectors, noise reduction machines, printer/scanner/fax machines, security cameras, custom automotive magnets, seat covers, first aid kits, fire extinguishers, emergency roadside kits, medication disposal boxes, gun safes, Wi-Fi mobile hotspot servies (initial and monthly fees), data plan (monthly fee), Zoom subscription fees, fees for FCC licenses for handheld radio

### 2a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
Vehicle cleaning/detailing (RV Detailing -- <a href="http://californiamobiledetail.com">californiamobiledetail.com</a> )	$\$300 \text{ year} + \$30 \text{ sales tax (10\%)} = \$330 \times 3 \times \text{per year} \times 5 \text{ years} = \$4,950 \times 2 \text{ vehicles}$	\$9,900.00
Radios and device maintenance -- SMC Radio Shop/IS Communications	$30\% \times \$108,00 \text{ cost of radios/devices}$	\$32,640.00
Maintenance and repairs to electronics -- Internal IT staff	$30\% \text{ of } \$22,223.80 \text{ electronics cost}$	\$6,685.00
<b>TOTAL</b>		<b>\$49,225.00</b>

### 2b. Professional Services Narrative

Allocations are for specific types of vehicle and equipment maintenance and total \$49,225. They include a contract with a vendor to clean the two vans and provide detailing as needed; for maintaining the radios and other devices (provided by San Mateo County Radio Shop/IS Communications), and for ongoing maintenance and needed repairs for electronic equipment used in the Mobile Probation Service Centers, provided by SMC

### 3a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	Total
2024 Thor Motor Coach Class B Motorhome, include built in solar panels	\$175,000 each x two vehicles.	\$350,000.00
Vehicle radios, parts, accessories, installation	\$25,000 + \$2,500 sales tax (10%) = \$27,500 x 2	\$55,000.00
Two-Way Radios -- Handheld + Accessories (for while DPOs not in the	\$6,000 + \$600 sales tax (10%) = \$6,600 x 8	\$52,800.00
<b>TOTALS</b>		<b>\$457,800.00</b>

### 3b. Equipment/Fixed Assets Narrative

We are allocating grant funds to purchase two vehicles that will serve as Mobile Probation Service Centers, with Thor Tellaro or Sequence Motor Coach Class B Motorhomes. the most likely choice, at a cost of cost of \$175,000 each (anticipated retail price for the 2024 models). This includes the cost of built in solar panels and generators. We are also allocating funding for radios to be installed in the vehicles, including installation costs, and for two-way handheld radios, for Deputy Probation Officer communications while they are outside of the vehicle. Equipment costs total \$457,800.

### 4a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Gasoline for operation of Mobile Probation Service Center vehicles	Fuel capacity 24 gallons/15 miles to the gallon. 24 gallons x \$5.50 per gallon = \$132 per tank x 78 tankfuls per year = \$10,300/year	\$103,000.00
3 one day trips to Sacramento (3 people; mileage and per diem; hotel)	Mileage round trip, 240 miles x 0.655/mile = \$160.48 x 3 trips = \$481. Food per diem: breakfast \$13, lunch \$15 = \$28 + \$2.80 sales tax = \$30.80 x 3 trainees = \$92 x 3 one-day trainings = \$277	\$3,023.00
10% Contingency -- Inflation Projection	\$869,972 total costs x 10%	\$86,997.00
<b>TOTAL</b>		<b>\$193,020.00</b>

### 4b. Other (Travel, Training, etc.) Narrative:

We have allocated grant funds for gasoline for the Mobile Probation Service Centers to travel to their various locations each week throughout the years, and for three staff to attend the required trainings in Sacramento. Specific costs for mileage, food per diem, bridge tolls, lodging, and for salary/benefits for the training day are detailed above. We have also included in our grant request a contingency for inflation, calculated at 10% of all





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

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