



## **AGENDA**

### **CITY COUNCIL - SPECIAL MEETING (WORKSHOP)**

### **CITY OF BANNING, CALIFORNIA**

**March 3, 2025**  
**5:00 p.m.**  
**In Chambers**

Council Chambers  
99 E. Ramsey Street  
Banning, CA 92220

*The following information comprises the agenda for the regular meeting of the Banning City Council, a joint meeting of the City Council and Banning Utility Authority, and the Banning City Council sitting in its capacity as the Banning Successor Agency Board.*

***This meeting is being held via Zoom so that members of the public may observe and participate in this meeting electronically. If you participate in this meeting via Zoom, you are agreeing to abide by the City's Zoom Community Standards for Public Meetings (provided in full on the last page of the agenda). Esta reunión se lleva a cabo en la Cámara y a través de Video/Teleconferencia en Zoom para que los miembros del público puedan observar y participar en esta reunión de manera electrónica. Si elige participar en esta reunión a través de Zoom, acepta cumplir con los Estándares comunitarios de Zoom para reuniones públicas de la ciudad (que se proporcionan en su totalidad en la última página de la agenda).***

To observe and participate in the online video portion of the meeting through your personal computer or device, follow this link:

<https://us02web.zoom.us/j/89163896942?pwd=93gmhV8XuroUqhZDvpuwleKiE0Vh4J.1>

Dial in: +1 669 900 9128

**Meeting ID: 891 6389 6942**  
**Password: 92220**

Per the City of Banning Manual of Procedural Guidelines, matters taken up by the Council before 10 p.m. may be concluded, but no new matters shall be taken up except upon a majority vote of the council members present and voting. Such an extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

- 1. CALL TO ORDER**
- 2. PUBLIC COMMENTS - Agenda Items Only**
- 3. CLOSED SESSION**
  - 3.1 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**  
Pursuant to Government Code Section 54957
  - 3.2 CONFERENCE WITH LEGAL COUNSEL REGARDING -- ANTICIPATED LITIGATION -- SIGNIFICANT EXPOSURE TO LITIGATION**  
Pursuant to Government Code Section 54956.9(d)(2) and/or (3)

One Potential Case

### 3.4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: Interim City Attorney.

## 4. REPORT ON CLOSED SESSION

## 5. REPORTS OF OFFICERS

- 5.1 [Consideration of Resolution 2025-31, Approving the Execution of an Agreement with the California Board of State and Community Corrections \(BSCC\) for the Proposition 47 Safe Neighborhoods and Schools Act Cohort 4 Grant, and Rescinding Resolution 2024-167](#)

**Recommendation:** Adopt Resolution 2025-31.

## 6. ADJOURNMENT

### **Zoom Community Standards for Public Meetings**

*By participating in this meeting on Zoom, you are agreeing to abide by the City of Banning's Community Standards for Public Meetings. Zoom attendees that fail to adhere to these standards may be removed from the meeting room.*

- Your microphone must remain on mute, and you may only unmute your microphone when/if you are recognized by the Mayor.
- Your camera must be turned off unless/until you are recognized by the Mayor.
- To indicate a desire to make Public Comment, you must use the Raise Hand function. The Mayor will not recognize those who have not used the Raise Hand function.
- Public Comment from Zoom attendees will immediately follow in-person comment from members of the public in Council Chambers.
- If you fail to adhere to these community guidelines, **you may be removed** for disrupting the meeting occurring in Council Chambers. You may rejoin the meeting but may be removed for each violation of these community standards.
- The chat function will be disabled for all City Council meetings on Zoom.

### **Estándares comunitarios de Zoom para Reuniones Públicas**

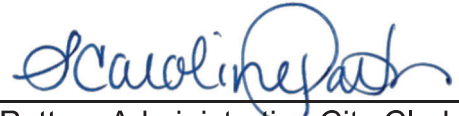
*Al participar en esta reunión en Zoom, usted acepta cumplir con los Estándares Comunitarios para Reuniones Públicas de la ciudad de Banning. Los que atienden por Zoom que no cumplan con estos estándares pueden ser retirados de la sala de reuniones.*

- Su micrófono debe permanecer en silencio, y solo puede reactivar su micrófono cuando / si es reconocido por el alcalde.
- Su cámara debe estar apagada a menos que sea reconocido por el alcalde.
- Para indicar el deseo de hacer un Comentario Público, debe utilizar la función Levantar la mano. El alcalde no reconocerá a quienes no hayan utilizado la función Levantar la mano.
- Los comentarios públicos de lo que atienden por Zoom seguirán inmediatamente los comentarios en persona de los miembros del público en las Cámaras del Consejo.
- Si no cumple con estas pautas de la comunidad, es posible que lo destituyan por interrumpir la reunión que tiene lugar en las Cámaras del Consejo. Puede volver a unirse a la reunión, pero es posible que lo eliminen por cada violación de estos estándares de la comunidad.
- La función de chat estará deshabilitada para todas las Reuniones del Ayuntamiento en Zoom.

## **AFFIDAVIT • DECLARACIÓN JURADA**

IT IS HEREBY CERTIFIED under the laws of the State of California that the above agenda was posted on the City's website ([www.banningca.gov](http://www.banningca.gov)) as well as the Bulletin Board at

Banning City Hall, located at 99 E Ramsey Street, Banning, CA 92220, at least 24 hours in advance of the meeting.



Caroline Patton, Administrative City Clerk  
Secretario adjunto de la ciudad

## **PUBLIC NOTICE • NOTICIA PÚBLICA**

### **Meeting Agendas and Notices**

Interested in receiving email and/or text notifications of upcoming City Council meetings? Sign up for meeting notifications through the City's website. Pursuant to amended Government Code §54957.5(b), staff reports and other public records related to open session agenda items are available on the City's website ([www.banningca.gov/](http://www.banningca.gov/)).

### **Public Comment**

#### *Agenda Items*

Any member of the public may address this meeting of the City Council on any item appearing on the agenda. A five-minute limitation shall apply to each member of the public and no member of the public shall be permitted to share their time with any other person.

#### *Non-Agenda Items*

Any member of the public may address this meeting of the City Council on any item which does not appear on the regular meeting agenda but is of interest to the general public and is an item upon which the City Council may act. A three-minute limitation shall apply to each member of the public and no member shall be permitted to share their time with any other person. No action shall be taken, nor discussion held by the City Council, on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of §54954.2 of the Government Code.

### **Special Assistance/Accessibility Requests**

In compliance with the Americans with Disabilities Act, any member of the public may request that the agenda and agenda packet be mailed to them. If you need special assistance to participate in this meeting (such as translation services), please contact the City Clerk's Office. Advanced notification of at least 48 hours prior to the meeting will allow the city to make arrangements to ensure your accessibility.

**¿Necesita servicios de traducción para participar?** Contacto Oficina del Secretario de la Ciudad.

## **CONTACT • CONTACTO**

City Clerk's Office | 951-922-3102 | [CityClerks@banningca.gov](mailto:CityClerks@banningca.gov)  
99 East Ramsey Street, Banning, California 92220



## CITY OF BANNING STAFF REPORT

**TO:** CITY COUNCIL

**FROM:** Robert Fisher, Acting City Manager

**PREPARED BY:** Laurie Sampson,  
Robert Fisher, Acting City Manager

**MEETING DATE:** March 3, 2025

**SUBJECT:** Consideration of Resolution 2025-31, Approving the Execution of an Agreement with the California Board of State and Community Corrections (BSCC) for the Proposition 47 Safe Neighborhoods and Schools Act Cohort 4 Grant, and Rescinding Resolution 2024-167

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**RECOMMENDATION:**

Adopt Resolution 2025-31.

**BACKGROUND:**

On October 22, 2024, the City Council adopted Resolution 2024-167, approving the California Board of State and Community Corrections Proposition 47 Grant Program: Safe Neighborhoods and Schools Act Cohort 4.

On February 25, 2025, the City Council held a workshop to discuss the grant, and its impact. There were many public comments offered in support and against the grant. Some of the concerns were based on the subgrantees. There is no language in the grant application process that allows for substitution of subgrantees after the agreement has been executed.

After two hours and 10 minutes the Special Meeting was closed to allow the Regular Meeting of the Council to proceed.

**JUSTIFICATION:**

Justification to be provided by City Council.

**FISCAL IMPACT:**

The fiscal impact of approving Resolution 2025-31 is the loss of \$6,990,154.00 in grant funds and possible impacts on future BSCC sponsored grants.

**ALTERNATIVES:**

Council can approve Resolution 2025-31 or decline and proceed with the grant as approved and executed.

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

Yes

**ATTACHMENTS:**

1. [Resolution 2025-31, Rescission of Grant Award.docx](#)
2. [2. Grant Policy B-25.pdf](#)
3. [3. Resolution No. 2024-167.pdf](#)
4. [4. Prop 47 Grant Press Release Photo.pdf](#)
5. [5. 2024 Prop 47 Grant Agreement\\_City of Banning\\_BSCC 1315-24.pdf](#)

## RESOLUTION 2025-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE EXECUTION OF AN AGREEMENT WITH THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) FOR THE PROPOSITION 47 SAFE NEIGHBORHOODS AND SCHOOLS ACT COHORT 4 GRANT, AND RESCINDING CITY COUNCIL RESOLUTION 2024-167**

**WHEREAS**, On October 22, 2024, the City Council adopted Resolution 2024-167, approving the California Board of State and Community Corrections Proposition 47 Grant Program: Safe Neighborhoods and Schools Act Cohort 4 Grant; and

**WHEREAS**, On February 25, 2025, the City Council held a workshop to discuss the grant, and its impact. There were many public comments offered in support and against the grant. Some of the concerns were based on the subgrantees. There is no language in the grant application process that allows for substitution of subgrantees after the agreement has been executed; and

**WHEREAS**, On March 3, 2025, the City Council held a Special Meeting to discuss the California Board of State and Community Corrections Proposition 47 Grant Program: Safe Neighborhoods and Schools Act Cohort 4; and

**WHEREAS**, the City Council now wishes to rescind Resolution 2024-167 and decline the grant funds.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Banning as follows:

**SECTION 1.** City Council hereby approves the execution of an agreement with the California Board of State and Community Corrections (BSCC) for the Proposition 47 Safe Neighborhoods and Schools Act Cohort 4.

**SECTION 2.** The City Council authorizes the Acting City Manager, or designee, to take all necessary actions to decline the California Board of State and Community Corrections (BSCC) for the Proposition 47 Safe Neighborhoods and Schools Act Cohort 4 Grant.

**SECTION 3.** The City Clerk shall certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

**PASSED, APPROVED AND ADOPTED** this 3rd day of March, 2025.

---

Sheri Flynn, Mayor  
City of Banning

**ATTEST:**

---

Caroline Patton, Administrative City Clerk  
City of Banning

**APPROVED AS TO FORM:**

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John Pinkney, City Attorney  
Slovak, Baron, Empey, Murphy & Pinkney,  
LLP

**CERTIFICATION:**

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-31, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 3rd day of March, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Caroline Patton, Administrative City Clerk  
City of Banning, California

|                                                                                                             |                                                                                            |                           |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|---------------------------|
| <p style="text-align: center;">CITY OF BANNING</p> <p style="text-align: center;">ADMINISTRATIVE POLICY</p> |                                                                                            |                           |
| Subject: . Grant Management/Administration                                                                  |                                                                                            | Policy<br>No. <b>B-25</b> |
| Reference:                                                                                                  | <p><b><u>Effective:</u> 3/2015</b></p> <p><b><u>Review Date:</u></b><br/><b>7/2018</b></p> | Page No.<br><br>1 of 4    |

Attached is Grant Management/Administration Policy

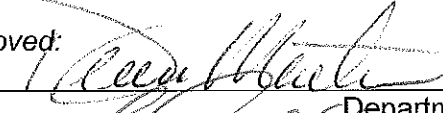
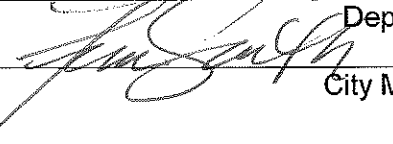


## City of Banning

### Grant Management/Administration

Effective Date: 3/2015  
Review Date: 7/2018  
Prepared by: Administrative Services

Approved:

  
\_\_\_\_\_  
Department  
  
\_\_\_\_\_  
City Manager

#### **PURPOSE:**

The City of Banning recognizes that grant funding provides significant resources to enhance the City's ability to provide services and activities not otherwise available. The City will seek grant funding for activities that are determined to further City functions or that provide activities which are in the best interest of City residents. The City will examine the benefits of grant funding prior to application and decline funding determined not to meet the above criteria. The purpose of this policy is to:

- Provide procedures related to the requirements for application and contracts for Federal/State grants; and
- Ensure that City departments are accountable for proper grant documentation, administration and activities.

#### **POLICY:**

##### **Grant Contract/Requirements for Approval**

Prior to acceptance of any funding or expenditure of funds on any grant activity, a written contract is required. A resolution and approval by the City Council is required before a grant award can be accepted by the City.

##### **Grant Application**

Timely grant application/submission to agencies is the responsibility of the department/division. If a grant requires matching City funds, in any amount, or if the grant application requires the approval of the City Council, the grant application must be submitted to the City Council for consideration and approval prior to submittal to the funding agency. Otherwise, the grant application may be signed by the City Manager/Deputy City Manager.

##### **Compliance with Grant Requirements**

The City department/division is responsible for compliance with all aspects of grant requirements (terms), including monitoring to ensure that:

- grant activities/projects are properly accomplished;
- grant accounting/recording is accurate;
- performance reports are complete and submitted per terms of the grant; and
- request for reimbursement (drawdown) are accurate and submitted on schedule (or as soon as possible after completion of related grant activities).
- Sub-recipients are in compliance with OMB circular A-133 regulations and provisions of the grant program requirements per city policies and procedures.

### **Maintenance and Monitoring of Grant Files**

The official grant file including a copy of the signed contract and all documents associated with the grant, including but not limited to the contract and amendments, application, activity reports, request for reimbursement, fiscal reports, and other correspondence will be professionally maintained by the initiating department/division.

Grant monitoring is a critical management tool to determine whether departments/grantees have implemented the funded program, achieved the outlined objectives, and properly expended funds. Active grant files are subject to review by the Administrative Services Division, without prior notification to the appropriate department/division.

### **Grant Revenues/Expenditures**

The City Council must authorize acceptance of grant funds, approve matching funds, and authorize the City Manager (or designee) to execute all necessary documents. The Finance Department upon direction from the City Council is responsible for increasing revenues and increasing an appropriation of the same amount to the proper accounts.

All grant revenues will be deposited to revenue accounts specific to the grant and grant year. The Finance Department will create and maintain grant identification specific to each grant and provide tracking of activity (revenue, expenses, and accruals).

For reimbursement-based, multi-year grants, both revenues and expenditures are budgeted in the year during which the grant activity will be performed. Reimbursements for grant activities performed in one fiscal year and not actually received until the next fiscal year will be accrued.

The department/division and the Finance Department are responsible for ensuring that grant revenues are deposited into the proper revenue accounts immediately upon receipt. The department/division is responsible for monitoring and ensuring that grant expenses are recorded in the proper expenditure accounts.

### **Matching Funds**

Funds provided for match may come from existing program funds, however, overall budget/fund allocations, for the stated program purpose, cannot be reduced below the original allocation amount as a result of receiving the grant funding. Matching funds must be obligated by the end of the grant period.

### **Procurement**

When goods or services must be procured in order to accomplish the goals of the grant program, City procurement policies and procedures will be followed.

### **Grant Reimbursement Procedures**

Grant and contract billings will be prepared monthly or as needed. Project managers will review project expense detail, noting all eligible project costs based on grant requirements. Identified costs will be forwarded by the Project Manager to the Principal Analyst for verification and preparation of the appropriate documents (i.e., invoices and related backup, contracts) along with a summary listing of all identified eligible expenses.

The Principal Analyst will deliver the entire billing package to the Sr. Accountant in the Finance Department. The Sr. Accountant will verify the mathematical accuracy of the summary listing and that all listed items are supported with backup documentation. The Sr. Accountant will prepare the actual grant reimbursement billing and forward the entire reimbursement request package to the Deputy Finance Director for final review and signoff. The Deputy Finance Director will verify that all appropriate signatures are present on the

summary listing, perform a review of the underlying documentation, and sign off on the reimbursement request package. The package will be returned to the Sr. Accountant for mailing or electronic submittal to the appropriate federal or state granting agency.

### **Close Out**

Official close out of a grant should occur when the awarding agency determines that the City (grantee) has completed all applicable administrative actions and work required under the grant. Grants should be closed out when the grant has expired (reached the end date) and all open administrative, compliance, legal and audit issues have been resolved. A federal awarding agency may choose to close a grant administratively if the grantee fails to provide the required documents, is no longer a valid operating entity, is non-responsive or fails to cooperate. Within 90 days after the end date of the award or any approved extension (revised end date), the department grant administrator must submit the required close-out documents (final progress/financial report) to the grantor (funding agency). Prior to submission of these documents, the department grant administrator should request final payment for reimbursement of expenditures made within the approved period in conjunction with the final financial status report.

The grant recipient (department/division) must promptly refund any balances of unobligated cash that the grantor has advanced or paid and that is not authorized to be retained by the recipient for use in other projects. If award funds must be returned to the grantor at award close-out, the department grant administrator should remit a check (via the Finance Department) with a cover letter indicating the grant award number and the unobligated balance.

### **Retention and Maintenance of Records**

In accordance with the requirements set forth in the Federal Office of Management & Budget (OMB) administrative requirements circulars, all financial records, supporting documents, statistical records and all records pertinent to the award shall be retained by the department/division for at least three (3) years from the date of submission of the final expenditure report. Retention is required for purposes of State/Federal examination and audit.

## PROCEDURE:

| Responsibility                    | Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Dept/Division</u>              | <ul style="list-style-type: none"><li>❑ Identify and seek grant funding to further City services/activities.</li><li>❑ Prepare grant application.</li><li>❑ If grant application includes matching funds, request approval from City Council prior to submission to funding agency.</li><li>❑ Acquire grant signature authorization(s).</li><li>❑ Submit grant application to funding agency.</li><li>❑ Acquire written contract from funding agency.</li><li>❑ Upon award of grant, request approval from City Council.</li><li>❑ Monitor and comply fully with grant requirements (terms).</li><li>❑ Maintain comprehensive files for each awarded grant.</li><li>❑ Follow City procurement policies to accomplish goals of grant program/project.</li><li>❑ Monitor revenue/expenditures monthly to ensure accuracy of financial transactions.</li><li>❑ Prepare grant status report(s) for City management upon request.</li><li>❑ Ensure timely close out of grant (within 90-days after end date of award).</li><li>❑ Return unobligated funds (if applicable) to funding agency.</li><li>❑ Retain files/records per retention policy.</li></ul> |
| <u>City Manager (or designee)</u> | <ul style="list-style-type: none"><li>❑ Complete grant signature authorization form.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <u>City Council</u>               | <ul style="list-style-type: none"><li>❑ Approve/deny requesting grant matching funds.</li><li>❑ Approve acceptance of grant funds.</li><li>❑ Authorize the City Manager (or designee) to execute all necessary documents.</li><li>❑ Direct Finance/Accounting Division to increase revenues and increase appropriation of expenses to proper general ledger accounts.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <u>Finance/Accounting</u>         | <ul style="list-style-type: none"><li>❑ Upon approval by City Council, increase revenues and increase appropriation of expenses to proper financial system accounts.</li><li>❑ Create unique grant identification for tracking grant activity (revenues, expenditures, accruals).</li><li>❑ Assist department grant administrator in preparation/submission of draw downs, financial performance reports, close out, etc.</li><li>❑ Prepare annual Single Audit report for external auditors.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**RESOLUTION 2024-167**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) FOR THE PROPOSITION 47 SAFE NEIGHBORHOODS AND SCHOOLS GRANT PROGRAM**

**WHEREAS**, the City of Banning desires to participate in the 2024 BSCC Proposition 47 Cohort 4 Grant administered by the Board of State and Community Corrections ("BSCC").

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Banning as follows:

SECTION 1. The City Council authorizes the City Manager to execute said grant agreement with the BSCC, including any amendments thereof.

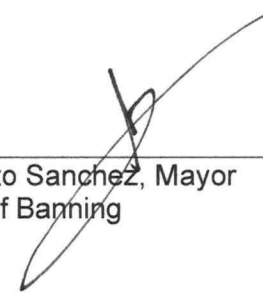
SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Council agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

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

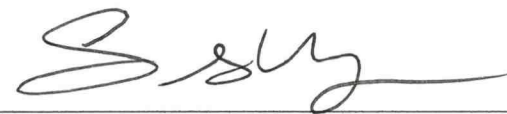
**PASSED, APPROVED AND ADOPTED** this 22nd day of October, 2024.

  
\_\_\_\_\_  
Alberto Sanchez, Mayor  
City of Banning

**ATTEST:**

  
\_\_\_\_\_  
Caroline Patton, Administrative City Clerk  
City of Banning

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Serita R. Young, City Attorney  
Richards, Watson & Gershon

**CERTIFICATION:**

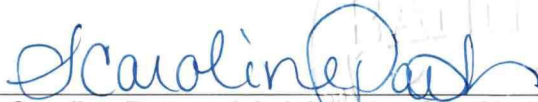
I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-167, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of October 2024 by the following vote, to wit:

AYES: Flynn, Happe, Sanchez, and Wallace.

NOES:

ABSENT: Minjares.

ABSTAIN:



Caroline Patton, Administrative City Clerk  
City of Banning, California



**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 1315-24**

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

**CITY OF BANNING****2. The term of this Agreement is:**

START DATE

**OCTOBER 3, 2024**

THROUGH END DATE

**JUNE 30, 2028****3. The maximum amount of this Agreement is:****\$6,990,541.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

| EXHIBITS      | TITLE                                                                    | PAGES |
|---------------|--------------------------------------------------------------------------|-------|
| Exhibit A     | Scope of Work                                                            | 3     |
| Exhibit B     | Budget Detail and Payment Provisions                                     | 4     |
| Exhibit C     | General Terms and Conditions (04/2017)                                   | 4     |
| Exhibit D     | Special Terms and Conditions                                             | 4     |
| Attachment 1* | Proposition 47 Grant Program Request for Proposals                       | *     |
| Attachment 2  | Proposition 47 Grant Program Proposal                                    | 30    |
| Appendix A    | Proposition 47 Grant Program Scoring Panel Roster                        | 1     |
| Appendix B    | Criteria for Non-Governmental Organizations Receiving BSCC Program Funds | 2     |

*\* This item is hereby incorporated by reference and can be viewed at: [https://www.bscc.ca.gov/s\\_bsccprop47/](https://www.bscc.ca.gov/s_bsccprop47/)***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.)

**CITY OF BANNING**

CONTRACTOR BUSINESS ADDRESS

99 E. Ramsey Street

CITY

Banning

STATE

CA

ZIP

92220

PRINTED NAME OF PERSON SIGNING

DOUG SCHULZE

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

10/25/2024

**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

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Digitally signed by Colleen Curtin  
Date: 2025.01.02 13:21:52 -08'00'

DATE SIGNED

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

### **1. GRANT AGREEMENT – PROPOSITION 47 GRANT PROGRAM**

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

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

- A. The City of Banning will implement the Banning Re-Entry & Community Safety Project, a new project aimed at reducing recidivism of formerly incarcerated individuals by addressing substance abuse and mental health disorders, homelessness, and other factors. The project will provide a full wraparound service to 900 recently released inmates from Larry J Smith Correctional Facility (County Jail). The project will 1) integrate project navigators into prison pre-release planning; 2) provide a “warm handoff” when inmates are released to coordinate services; 3) connect clients with housing, substance abuse, and mental health services as soon as they are released and provide intense navigation and follow-up; and 4) provide housing, workforce training, jobs, and other supports. The City of Banning will partner with the County Jail and three community-based organizations (CBOs) – 1) North Shore Community Church, 2) Step Up On Second, and 3) Salvation Army – to implement the proposed project.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Proposition 47 Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Proposition 47 Grant Program Proposal, which are attached and hereto and made part of this agreement.

### **3. PROJECT OFFICIALS**

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

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

Name: Doug Schulze  
Title: City Manager  
Address: 99 E. Ramsey Street, Banning, CA 92220  
Phone: (951) 922-4860  
Email: [dschulze@banningca.gov](mailto:dschulze@banningca.gov)

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

Name: Laurie Sampson  
Title: Assistant City Manager  
Address: 99 E. Ramsey Street, Banning, CA 92220  
Phone: (951) 922-4860  
Email: [lsampson@banningca.gov](mailto:lsampson@banningca.gov)

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

Name: Jeffrey Platt  
Title: Director of Homeless Services  
Address: 99 E. Ramsey Street, Banning, CA 92220  
Phone: (951) 922-3100  
Email: [jplatt@banningca.gov](mailto:jplatt@banningca.gov)

## EXHIBIT A: SCOPE OF WORK

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

### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Proposition 47 Grant Program Request for Proposals and Attachment 2: Proposition 47 Grant Program Proposal.

### 5. REPORTING REQUIREMENTS

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

#### Quarterly Progress Report Periods

1. October 3, 2024 to December 31, 2024
2. January 1, 2025 to March 31, 2025
3. April 1, 2025 to June 30, 2025
4. July 1, 2025 to September 30, 2025
5. October 1, 2025 to December 31, 2025
6. January 1, 2026 to March 31, 2026
7. April 1, 2026 to June 30, 2026
8. July 1, 2026 to September 30, 2026
9. October 1, 2026 to December 31, 2026
10. January 1, 2027 to March 31, 2027
11. April 1, 2027 to June 30, 2027
12. July 1, 2027 to September 30, 2027
13. October 1, 2027 to December 31, 2027
14. January 1, 2028 to March 31, 2028

#### Due no later than:

- February 15, 2025
- May 15, 2025
- August 15, 2025
- November 15, 2025
- February 15, 2026
- May 15, 2026
- August 15, 2026
- November 15, 2026
- February 15, 2027
- May 15, 2027
- August 15, 2027
- November 15, 2027
- February 15, 2028
- May 15, 2028

*Note: Project activity period ends March 31, 2028. The period of April 1, 2028 to June 30, 2028 is for completion of Final Local Evaluation Report and financial audit only.*

#### B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

#### Due no later than:

- March 31, 2025
- June 30, 2028

#### C. Other

Financial Audit Report

#### Due no later than:

June 30, 2028

### 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.

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

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.
- 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 Proposition 47 Grant Program Scoring Panel Roster (see Appendix A) from receiving funds from the Proposition 47 Grant Program grants awarded under this RFP, except under authorized conditions, approved by BSCC. Applicants who are awarded grants under this RFP are responsible for reviewing the Proposition 47 Grant Program Scoring Panel Roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the scoring panel.
- B. In cases of an actual conflict of interest with a scoring panelist, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

### **8. FINANCIAL AUDIT**

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, June 30, 2028. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

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

**Quarterly Invoicing Periods:**

1. October 3, 2024 to December 31, 2024
2. January 1, 2025 to March 31, 2025
3. April 1, 2025 to June 30, 2025
4. July 1, 2025 to September 30, 2025
5. October 1, 2025 to December 31, 2025
6. January 1, 2026 to March 31, 2026
7. April 1, 2026 to June 30, 2026
8. July 1, 2026 to September 30, 2026
9. October 1, 2026 to December 31, 2026
10. January 1, 2027 to March 31, 2027
11. April 1, 2027 to June 30, 2027
12. July 1, 2027 to September 30, 2027
13. October 1, 2027 to December 31, 2027
14. January 1, 2028 to March 31, 2028

**Due no later than:**

- February 15, 2025  
May 15, 2025  
August 15, 2025  
November 15, 2025  
February 15, 2026  
May 15, 2026  
August 15, 2026  
November 15, 2026  
January 15, 2027  
May 15, 2027  
August 15, 2027  
November 15, 2027  
February 15, 2028  
May 15, 2028

**Final Invoicing Period\*:**

14. April 1, 2028 to June 30, 2028

**Due no later than:**

- August 15, 2028

*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, March 31, 2028, and included on the invoice due May 15, 2028. Project expenditures incurred after March 31, 2028 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by June 30, 2028. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of April 1, 2028 to June 30, 2028 must be submitted during the Final Invoicing Period(s), with the final invoice due on August 15, 2028. 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. The financial audit is due to BSCC by June 30, 2028. Expenditures incurred for the completion of the financial audit during the period of April 1, 2028 to June 30, 2028 must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

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

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

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

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

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the annual transfer of savings generated by Proposition 47 from the General Fund to the Safe Neighborhoods and Schools Fund and subsequent transfer from the Safe Neighborhoods and Schools Fund to the Second Chance Fund. (Gov. Code, § 7599.1 & Pen. Code, § 6046.2.) On or before July 31st of each fiscal year the Department of Finance will calculate the state savings associated with Proposition 47 and certify the calculation to the State Controller who shall transfer those funds to the Safe Neighborhoods and Schools Fund. (Gov. Code, § 7599.1.) 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 transferred to the Safe Neighborhoods and Schools Fund and subsequent transfer to the Second Chance Fund.
- B. If Proposition 47 funding is reduced or falls below estimates contained within the Proposition 47 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### **4. PROJECT COSTS**

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the [July 2023 BSCC Grant Administration Guide](#).
- 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 invoices 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

## **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;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

### **7. 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        | LEVERAGED FUNDS    | TOTAL              |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|--------------------|
| 1. Salaries and Benefits                                                                                                             | \$462,780          | \$149,778          | \$612,558          |
| 2. Services and Supplies                                                                                                             | \$573,660          | \$0                | \$573,660          |
| 3. Professional Services or Public Agency Subcontracts                                                                               | \$0                | \$75,000           | \$75,000           |
| 4. Non-Governmental Organization (NGO) Subcontracts (minimum 50%)                                                                    | \$4,952,402        | \$869,086          | \$5,821,488        |
| 5. Project Evaluation and Monitoring [minimum 5% (or \$50,000, whichever is greater) but not more than 10% of total requested funds] | \$350,000          | \$0                | \$350,000          |
| 6. Equipment/Fixed Assets                                                                                                            | \$0                | \$0                | \$0                |
| 7. Compliance Audit (must not exceed \$25,000 in grant funds)                                                                        | \$25,000           | \$0                | \$25,000           |
| 8. Other (Travel, Training, etc.)                                                                                                    | \$6,273            | \$0                | \$6,273            |
| 9. Indirect Costs (may not exceed 10% of grant award)                                                                                | \$620,426          | \$0                | \$620,426          |
| <b>TOTAL</b>                                                                                                                         | <b>\$6,990,541</b> | <b>\$1,093,864</b> | <b>\$8,084,405</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 save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Proposition 47 Grant Program Request for Proposals and Attachment 2: Proposition 47 Grant Program 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: Proposition 47 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program 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.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Proposition 47 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

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

### **1) Books and Records**

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

### **2) Access to Books and Records**

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

## **4. PROJECT ACCESS**

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

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

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

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

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

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

### **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Proposition 47 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program Proposal.

### **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Proposition 47 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program Proposal, 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.

### **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.

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

(or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### **9. UNION ACTIVITIES**

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

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

### **10. WAIVER**

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

|       |                                                                                                     |              |
|-------|-----------------------------------------------------------------------------------------------------|--------------|
| Title | <b>City of Banning</b>                                                                              | 06/10/2024   |
|       | by <b>Jennifer Jackson</b> in <b>Proposition 47 Grant Program, Cohort 4 - Request for Proposals</b> | id. 46739060 |
|       | <a href="mailto:jjackson@banningca.gov">jjackson@banningca.gov</a>                                  |              |

|                            |            |
|----------------------------|------------|
| <b>Original Submission</b> | 06/10/2024 |
|----------------------------|------------|

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| Score                                                            | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Proposition 47                                                   | checked                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| SUBMITTING A PROPOSAL FOR PROPOSITION 47 GRANT FUNDS             | <p>The Proposition 47, Safe Neighborhoods and Schools Act Grant Program, Request for Proposals is divided into four sections: Applicant Information, Project Title and Project Summary Proposal Narrative and Budget (with key Attachments) Key Project Contacts Other Attachments: Mandatory and Optional Each section has fields that require a response. Applicants will be prompted to provide written text, numerical input, radial button choices, and upload attachments. Documents in Word, Excel, and/or PDF are allowable formats for upload attachments. Some responses requiring narrative text input have a limited number of allowable characters for those fields. If a character limit has been enabled for a specific response field, a character counter will display the number of characters allowed and will then show the number of characters remaining as text is entered into the response field. Character limits include all text, punctuation, and spaces. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." Applicants may start and stop their application, as needed, during the solicitation period. However, to save the information entered into the BSCC-Submittable Application, applicants must select "Save Draft" at the bottom of the application before existing. Applicants are prohibited from submitting the Proposition 47, Safe Neighborhoods and Schools Act Grant Program application until all mandatory fields are completed (those with a red asterisk), character limits are in compliance, and required documents have been uploaded. Applicants should read the Proposition 47, Safe Neighborhoods and Schools Act RFP Instruction Packet prior to completing this application process. The RFP Instruction Packet contains all the necessary information to successfully complete and submit the Proposition 47, Safe Neighborhoods and Schools Act application. This document can be found at: <a href="https://www.bscc.ca.gov/s_bsccprop47/">https://www.bscc.ca.gov/s_bsccprop47/</a></p> |
| CONFIDENTIALITY NOTICE:                                          | All documents submitted as a part of the Proposition 47, Safe Neighborhoods and Schools Act 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.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| APPLICANT INFORMATION, PROJECT TITLE AND PROJECT SUMMARY         | This section requires information about the applicant and the proposed project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Name of Applicant                                                | City of Banning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Tax Identification Number                                        | 95-6000674                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Applicant's Physical Address                                     | 99 E. Ramsey Street<br>Banning<br>California<br>92220<br>US                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Applicant's Mailing Address (if different than physical address) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Mailing Address For Reimbursement Payments                       | 99 E. Ramsey Street<br>Banning<br>California<br>92220<br>US                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Project Title                                                    | Banning Re-Entry & Community Safety Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Project Summary                                                  | <p>The City of Banning will implement the Banning Re-Entry &amp; Community Safety Project, a new project aimed at reducing recidivism of formerly incarcerated individuals by addressing substance abuse and mental health disorders, homelessness, and other factors. The project will provide a full wraparound service to 900 recently released inmates from Larry J Smith Correctional Facility (County Jail). The project will 1) integrate project navigators into prison pre-release planning; 2) provide a "warm handoff" when inmates are released to coordinate services; 3) connect clients with housing, substance abuse, and mental health services as soon as they are released and provide intense navigation and follow-up; and 4) provide housing, workforce training, jobs, and other supports. The City of Banning will partner with the County Jail and three community-based organizations (CBOs) – 1) North Shore Community Church, 2) Step Up On Second, and 3) Salvation Army – to implement the proposed project.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| PROJECT NARRATIVE AND BUDGET                                     | <p>Complete the following sections: Section 1. Project Need Section 2. Community Engagement Including: Proposition 47 Local Advisory Committee Membership Roster (Attachment E) and Proposition 47 Local Advisory Committee Letter(s) of Agreement (Attachment F) Section 3. Project Description Including : Proposition 47 Project Work Plan (Attachment H) Section 4. Project Evaluation and Monitoring Section 5: Project Budget Attachment (Project Budget Table and Budget Narrative) The required attachments are stand-alone documents available on the BSCC Proposition 47 Homepage: <a href="https://www.bscc.ca.gov/s_bsccprop47/">https://www.bscc.ca.gov/s_bsccprop47/</a> . Download, complete, and upload where prompted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## Introduction.

The City of Banning (population 30,683) is located in northwestern Riverside County. Banning is a disadvantaged community with a poverty rate of 18.9%, which is higher than Riverside County (10.9%) and the State of California (12.2%) (Source: U.S. Census Bureau).

The City is home to the 1,600-bed Larry D. Smith Correctional Facility (County Jail), which is the County of Riverside Sheriff Department's largest facility. While inmates (adult men and women) at the County Jail receive re-entry planning services prior to release, the County Jail does not provide post-release services, leaving many vulnerable inmates released to the streets of Banning without stable housing or necessary mental health and substance abuse services.

Without reliable re-entry services, many formerly incarcerated individuals wind up homeless on Banning's streets or in encampments adjacent to downtown Banning. The 2022 Point in Time Counts recorded 38% of Banning's homeless population are formerly incarcerated individuals, and more than 35% struggle with substance abuse and mental health disorders. Banning Police Department reports that between October 2022 to October 2023 the police department responded to 1,569 calls relating to a transient disturbance.

## Project Need.

The Banning Re-Entry & Community Safety Project will address the following three primary needs: 1) High recidivism rates; 2) Lack of coordinated and proactive immediate and long-term services for releasees and 3) Lack of coordination between the County Jail and service providers

1. High recidivism rates. The recidivism rate among individuals released from Riverside County Jails (daily population 36,086) between 2017-2019 is high: 41.9%. (Source: CA Department of Corrections and Rehabilitation) This recidivism rate includes all arrests for misdemeanors, felonies, warrants, and technical violations (both formal supervision and court summary cases) over a three-year period.

2. Lack of immediate and long-term releasee services. Currently, there are no "warm hand-off" services provided to inmates once they leave the County Jail. While still incarcerated, the County Jail offers pre-release guidance to prepare individuals for release. However, once they are released, there is a disconnect. There are no navigators to assist releasees with making connections to housing, food, and mental health and substance abuse services. The net result is that former inmates are released and often find their way to Banning's streets or homeless encampments and are then highly vulnerable to crime and relapses to substance use and mental health issues

3. Lack of coordination between County Jail and service providers. The core of the proposed project will provide a 'warm hand-off' to ensure clients released from the County Jail receive immediate basic needs like transportation, shelter, food, and clothing, which will reduce the temptation to engage in criminal activity to address these needs. Then, once stabilized, the project will provide housing, mental health and substance use disorder services, and job readiness services to clients using navigators to help releasees find their way.

## Target Population

The target population is male and female adults (aged 18+) released from County Jail who are experiencing various types of trauma, substance use addiction, and mental health disorders (i.e., clients). The project will focus on non-violent offenders.

The project seeks to serve 900 unduplicated clients over the course of the 3-year project and includes the following elements:

- Target adult males and females (aged 18+) with substance abuse and mental health disorders. An estimated 44% of those in jail have a mental illness (compared to 18% of the general population) and 63% of people in jail have a substance use disorder (compared to 11% of 18-25 year olds, and 6% of those over 25 years old) (Source: SAMHSA).
- Be voluntary, focusing on individuals who exhibit interest, motivation, and a readiness to participate.
- Focus primarily on ex-offenders who have been released from County Jail, which is in Banning (estimated at 100% of clients). As described in the next section, the Sheriff's Department (who oversees all County Jails) will serve on the Local Advisory Committee to facilitate the project's 'in-reach' activities.
- Ensure that underserved populations (i.e., racial/ethnic minorities, LGBTQIA) are served by the project. The City has selected community-based providers who provide services in Banning and Riverside County to ensure that there are sufficient services provided to reach underserved areas and populations.

## Meets Needs of Underserved Populations

The project seeks to be as inclusive as possible, and the project design includes jail "in-reach" and "warm hand-off" strategies to target hard-to-reach segments of the re-entry community who would otherwise not seek services because of stigma, perceived discrimination, and distrust related to substance abuse, mental health, and sexual orientation or gender identity.

The project will implement elements of the County of Riverside 5-year Homeless Action Plan focused on serving underserved populations who include ex-offenders and persons struggling with substance abuse and mental health issues. The plan stresses the need to center a homeless response system on the needs of those most vulnerable and overrepresented within the homeless population by building the capacity of the system to better respond to the needs of all people experiencing homelessness. Black, Indigenous, and People of Color (BIPOC) are significantly overrepresented in the homeless population, a legacy of historical and contemporary structural racism. The project will also support the plan's goals of accounting for the unique needs of the LGBTQIA subpopulation. Navigators and CBO partners have experience serving these vulnerable communities and include persons with lived experience and persons who reflect race, ethnicity, and other orientation/identities of the releasees.

## Aligned with Intent of Proposition 47

The Banning Re-Entry & Community Safety project is a new project for Banning and its CBO partners. It is directly aligned with the intent of Proposition 47:

- the project's target population is adult men and women recently released from County Jail with a history of mental health and substance abuse disorders;
- the project will divert releasees from homelessness and re-arrest by providing Navigators who meet them immediately upon release and follow up to schedule appointments within 24-hours of release ("warm hand-off") therefore connecting clients with housing, food and services in a safe and consistent environment; and
- utilizes CBOs whose staff reflect the culture and ethnicity of project clients, and who have lived experience which will encourage client participation and engagement.

#### Local Advisory Committee Membership

The City of Banning created the Local Advisory Committee (LAC) to guide development of the application and implementation of the project. The multi-sector, multi-disciplinary LAC is comprised of representatives who are already working in their respective fields to address the social issues that plague the community. The LAC includes representatives from the City and its homeless services, the CBOs who will provide services as part of this project (including North Shore Community Church, Step Up on Second, and Salvation Army); representatives from County of Riverside Supervisors Office, and Banning Police Department. Recognizing the importance of the LAC reflecting the make-up and culture of the community, LAC members will work to enhance LAC membership to ensure that it mirrors the diverse population the project serves so that the LAC and CBO staff can truly understand and meet the needs of project clients.

The roster and letters of commitment for the LAC are provided in Attachment E: Prop 47 Local Advisory Committee Membership Roster and Attachment F: Letter of Agreement.

#### Local Advisory Committee Engagement Process

The City of Banning selected and recruited LAC members from the County of Riverside Continuum of Care, which brings together service providers focused on providing wraparound services to homeless individuals throughout the County. The City sought to include: a balance of public and non-profit members, 'system-involved' individuals, and people who reflect the racial and ethnic composition of the target area.

Other criteria included: 1) individuals and organizations with positive reputations in the community, 2) experience with and knowledge of the project's areas of focus (e.g., substance abuse and mental health, housing, etc., 3) individuals who are considered critical for the implementation of the County of Riverside 5-year Homeless Plan, and 4) organizations that have expressed needs and concerns for the re-entry community.

The City of Banning's Director of Homeless Services (and the proposed Project Director) made the initial contact with the candidates. Two meetings were held on May 20 and 28, 2024, in person at Banning City Hall, and via an online meeting. All invitees agreed to serve on the LAC, commit to an initial 12-month term, and to meet monthly. The new LAC made several recommendations which are included in the proposed project design (e.g., delivery model to provide coordinated services to clients). LAC members will work to recruit additional partners in the next 12 months including members of the LGBTQIA community, and additional representatives from the County Jail, County Supervisor's Office, and the local food bank. The LAC will continue to recruit and involve new stakeholders as the project progresses, and new needs and resources are identified.

#### LAC Meeting Accessibility and Public Participation Opportunities

After grant award and at the official kickoff meeting for the new LAC, committee members will set a meeting schedule for subsequent LAC meetings but will meet twice monthly for the first 6 months to provide guidance during project launch. This schedule will be filed in the City Clerk's office, as is done for all municipal commissions. The meeting schedule will be posted on the City's website in the online Meeting Calendar. A City of Banning staff member will post the agenda for each LAC meeting one week prior to the meeting date, which is the standard notice for public meetings in the City of Banning. The agenda will be added to the calendar listing on the City's website, and after meeting minutes are approved, they will be added to the website as well. Alerts will also be issued via City social media channels, including Facebook, X, Instagram, etc.

In order to encourage participation from the general public, every LAC meeting will include Public Comment as a standing agenda item. Meetings will be held in person and via an online meeting platform, such as Zoom. Meetings will also be recorded so that interested parties can replay the meeting after it has ended.

Meetings will be held in a public meeting space that meets current ADA standards for access, and language interpreters will be provided as needed.

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Proposition 47 Local Advisory Committee Membership Roster (Attachment E)

[Banning\\_Local-Advisory-Committee-Membership-Roster.pdf](#)

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Proposition 47 Local Advisory Committee Letter(s) of Agreement (Attachment F)

[Banning\\_Local\\_Advisory\\_Committee\\_Letters\\_of\\_Agreement.pdf](#)

#### Section 3. Project Description

##### Goals and objectives

The project has the following goals and objectives:

1. Reduce recidivism and homelessness among County Jail releasees
  - Objectives: a) Reduce recidivism among clients to 25% (baseline = 41.9%) by the end of the 3-year project; b) Create a sustainable post-release re-entry program for 900 adult males and females with substance abuse and mental health treatment, safe and stable housing, and other support services.
2. Improve community capacity to serve County Jail releasees
  - Objectives: a) Initiate pre-release coordination in the jail including 156 weekly meetings to identify 900 clients during the 3-year period; b) New LAC will meet 12 times in the first 6 months, and monthly thereafter to understand the community's service gaps, guide project implementation, and trouble-shoot challenges; c) Enhance LAC to include additional jail staff and other CBOs in Banning. d) provide 71% of funding to CBOs and provide training on behavioral health and substance abuse approaches; e) Sustain the LAC to provide over-arching guidance to serve the re-entry community.

##### Identification of Target Population

- Referral Process. Navigators will coordinate with the County Jail to set up weekly project recruitment meetings. The pre-release recruitment activities will explain how the project works, who qualifies, and how to participate.
- Risk/needs assessment. County Jail staff will complete an in-depth risk/needs assessment of project candidates to identify those who are eligible to participate. Upon release, Project Navigators will determine what type and level of wraparound services are needed, including housing, transportation, employment, and mental health and substance abuse treatment. Navigators will work with CBOs to create a care plan that meets each project candidates' unique needs.
- Have mental health/substance use disorder needs. As part of the candidate risk/needs assessment, Jail staff will confirm that candidates have a diagnosed or assumed mental health or substance abuse need. Navigators will identify CBO partners, set up initial appointments, and ensure clients follow up and stay in contact with CBOs.

#### Types of Service.

The City and CBOs will provide the following services:

- Pre-release: Project Navigators will coordinate with the County Jail to provide project information to inmates during weekly meetings.
- Post-release: Navigators will provide each client with a backpack of necessities (including hygienic products, socks, blanket, and food), a ride to public transportation, an immediate connection to housing (family or friend's house, short term housing, or motel voucher), and contact information for service providers. Navigators will follow up with each client within 24-hours of release (the "warm hand-off") to coordinate service appointments (including mental health and substance abuse) and longer term, stable housing solutions.
- Wraparound services: Clients will receive wraparound services, or a referral based on individual needs, such as transitional or permanent housing, food, mental health and substance abuse services, public benefit enrollment, job training, and employment.

#### Sources of Service

The City has put together an experienced team to serve clients.

- City of Banning (Lead Agency) The City will provide 1) administrative support, project monitoring and management, data collection, and financial reporting; 2) short term housing and services through Opportunity Village, the City's pallet home village for adults participating in a 90-day transition program; 3) transitional housing through master leasing of three homes, including utilities; 4) connection to services, transportation, and food; and 5) Project Director will provide part-time navigation assistance.
- CBO: North Shore Community Church. NSCC will 1) provide 2 Project Navigators; 2) participate in weekly pre-release meetings at the County Jail to identify potential clients; 3) handle the "warm handoff" of clients upon release; 4) schedule initial meetings with behavioral health and substance abuse providers; and 4) provide a backpack of necessities (socks, food, blanket, etc.)
- CBO: Salvation Army. The Salvation Army (SA) will serve clients through its "Homeless to Work" program, providing 1) job training and temporary employment for clients; 2) connect clients with resources (substance abuse and mental health services, temporary housing, transportation, food, assistance with obtaining identification cards, etc.); and 3) provide rental assistance and long-term employment opportunities to clients who complete the program.
- CBO: Step Up On Second. Step Up's Outreach Team will 1) engage and assess the client's current needs; and 2) link clients to comprehensive services (mainstream benefits, mental health services, substance abuse treatment, retrieval of vital documentation, vocational support, emergency shelter, housing, health care, and other critical services).
- County Jail. The County Jail will allow Project Navigators to hold weekly recruitment meetings and will identify inmates who are eligible for the program. The County Jail will help distribute informational brochures that promote the project and meetings.

#### Delivery Method

The project team will use a 3-tiered approach to deliver wraparound services to approximately 900 clients over the 3-year project, with services tailored to each client's needs.

- Tier 1 (300 clients): Tier 1 clients will be released to family or friends with stable housing. Navigators will connect Tier 1 clients with transportation, a backpack of necessities, and contacts for service providers close to their permanent housing so that they will receive necessary mental health or substance abuse services. Navigators will continue regular outreach with Tier 1 clients through the first two months to ensure they are receiving services, remain engaged in treatment, and have found employment.
- Tier 2 (300 clients): Tier 2 clients require housing, a moderate level of wraparound services and can manage their day-to-day activities with minimal assistance. Navigators will support Tier 2 clients with setting up initial mental health and substance abuse appointments, aid in finding housing and employment. If needed, Tier 2 clients may receive a motel voucher for short term housing (1-3 nights).
- Tier 3 (300 clients): Tier 3 clients require housing and significant wraparound services. Navigators will create a comprehensive service delivery plan for Tier 3 clients, with services expected to include secure, consistent housing, access to food, transportation, mental health services, substance abuse services, employment training, and employment. Tier 3 clients may require stays at detox facilities or residential mental health facilities prior to finding a longer-term housing solution.

#### Service Delivery Approach.

The project reflects the recommendations of the County's Five-Year Homeless Action Plan to focus services on underserved populations including ex-offenders and those with mental health and substance abuse issues. The program will follow recommendations to embrace racial equity and cultural humility. During the 6-month ramp up period, City staff and CBOs will participate in cultural humility, trauma informed care, and anti-racist trainings (providers to be identified after award). Project staff and CBOs will work to strengthen equity-focused strategies that reduce racial disparities, support equitable access to services and resources (including LGBTQIA communities), and produce equitable outcomes for all clients.

The City and CBOs will implement restorative justice principles when resolving conflicts with or between clients. CBOs will incorporate practices such as meditation, group conferencing, as methods of conflict resolution, with the goal of creating a space where the needs of individuals are addressed, and the parties involved in the conflict engage in compromises to prevent future conflicts from arising.

The project's core service is navigation. Ex-offenders are a known hard-to-treat, hard-to-serve population, who struggle with follow through and remaining engaged to treatment plans and strategies. The navigator role is key to sustaining client engagement.

#### CBO Selection Approach

The City has long-standing relationships with CBO partners, having collaborated with each previously with strong results. Each CBO knows and understands Banning's unique needs, and is familiar with jail releasees, the problems they face, and the difficulty in serving them.

In providing its programs and services, the City and CBOs are committed to accommodating all those in need without unlawful discrimination or harassment based on age, race, color, religion, sex, national origin, marital status, disability, citizenship, sexual orientation, gender identity, gender expression, or any other characteristic in accordance with our capacity to help.

All CBOs who will work directly with clients have related "lived experience" that stems from direct human interactions that shape perspectives and cultivate resilience, acquired by facing challenges such as poverty, discrimination, or health issues. The CBOs strongly feel that it is important to set examples of turning life struggles into success and leading by

example.

#### Minimize Startup Time

The project will utilize tools, procedures, and systems developed by the County Continuum of Care including existing intake, needs, risk assessment tools, and the HMIS and Clarity online data collection and management systems, including training curriculum explaining how to navigate public and non-profit social projects. The HMIS and Clarity systems will be updated and adapted for the project and will position the project to compile client data by month 6 after grant award. Months 1-6 will be devoted to: implementing the procurement process, selecting and training providers, and initiating background checks for Navigators to facilitate entry to County Jails for in-reach and re-entry planning. The LAC will meet twice each month during the first 6 months to provide guidance and assist with problem-solving during the project's launch.

#### Project Meets Intent of Proposition 47

The project meets Proposition 47 guiding principles by:

- Enhancing partnerships between the City and CBOs (NSCC, Step Up, and Salvation Army).
- Embracing culturally competent services and approaches that foster restorative justice.
- Targeting underserved populations that are overrepresented in the criminal justice system
- Delivering wraparound services such as mental health and substance abuse services, housing, job training, and employment.
- Connecting clients to Navigators within 24-hours of release to divert them from homelessness and re-arrest.
- Engaging with CBOs who have diverse staffing with "lived experience"
- Collecting program data and tracking metrics during the 3-year project

#### Project Leverage

The City and our CBO partners will contribute \$1,093,864 (13.5% of total project cost) in leveraged services from: 1) City of Banning for day-to-day project management and financial assistance; 2) Step Up on Second for client services; and 3) Salvation Army's funding for their Homeless to Work program.

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#### Bibliography (optional)

The City of Banning referred to the following sources in preparing this funding request:

California Department of Corrections and Rehabilitation, Statewide Recidivism Report for Individuals Released from the California Department of Corrections and Rehabilitation in Fiscal Year 2018-29, February 2024, accessed online May 31, 2024, <https://www.cdcr.ca.gov/research/wp-content/uploads/sites/174/2024/02/Statewide-Recidivism-Report-for-Individuals-Released-in-Fiscal-Year-2018-19.pdf>

County of Riverside, Continuum of Care, 2023 Homeless Point In Time Count, May 2023, accessed online May 30, 2024: <https://drive.google.com/file/d/1mA9xcnGMqNTVZUTrdFksF1WGk-uxCNWj/view>

County of Riverside, Department of Housing and Workforce Solutions and Continuum of Care, Homeless Action Plan, January 2022, accessed online June 1, 2024: <https://rivcohps.org/sites/g/files/aldnop131/files/cocdocumnets/County%20of%20Riverside%20Homeless%20Action%20>

Substance Abuse and Mental Health Service Administration, About Criminal and Juvenile Justice, accessed online June 1, 2024, <https://www.samhsa.gov/criminal-juvenile-justice/about>

U.S. Census Bureau, Quick Facts: California: Riverside County, California, Banning city, California, accessed online June 1, 2024, <https://www.census.gov/quickfacts/fact/table/CA,riversidecountycalifornia,banningcitycalifornia/RHI325222>

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#### Proposition 47 Project Work Plan (Attachment H)

[Attachment-H\\_Project-Work-Plan\\_Banning.pdf](#)

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#### Research Partner Selection Process

The City will select a qualified Research Partner via a competitive procurement process that will be initiated within one month of the execution of the grant agreement. The project evaluation will utilize existing data collection instruments and online databases used by the County of Riverside Continuum of Care, including the countywide Homeless Management Information System (HMIS) and Clarity Coordinated Entry System. The Research Partner will adapt and use these data collection tools, procedures, and online database. During the project startup phase, the City will work with the County to update HMIS and Clarity to include data needed to track client success. Project partners will participate in training sessions focused on new data tracking, and how HMIS and Clarity will allow the data to be input and tracked. During project implementation, CBO partners will input data daily, making the online database a near real-time source of process and outcome data. The Research Partner will be responsible for the Initial Research Plan due by month 6; analyzing data collected by CBO partners on a monthly basis; and providing results to BSCC as required by the grant guidelines, including the final report.

#### Project Process and Outcome Measures

The City of Banning and its CBO partners have set several project goals that align with the intent of Prop 47. The goals are to:

- Goal 1: Reduce recidivism and homelessness among County Jail releasees
- Goal 2: Improve capacity of the community to serve the County Jail releasees

The City has identified quantifiable process and outcome measures to measure the project's success. The baseline recidivism rate for the project is 41.9% and the project seeks to reduce the rate to 25%. The project seeks to connect 100% of clients to services. The baseline rate is the rate for the Post-Release Community Supervision (PRCS) population in Banning (as reported by the CA Department of Corrections). The City will coordinate with the Jail Staff to crosscheck its database monthly to identify re-arrests, convictions, etc.

#### Outcome Measures:

- Recidivism rate at 36 months
- Number of months clients remained relapse-free and report reduced mental health symptoms
- Number of clients who gained employment and remained in housing
- Number of clients participating in each type of project service
- Qualitative: Clients' improvement in stress management, self-esteem, interpersonal communication skills, and change in thinking patterns.
- Qualitative: Positive and negatives experiences (what worked/what didn't work) with the project as reported by a sample of clients and providers

#### Process Measures:

- Unduplicated clients served by the project (i.e., project enrollees)
- Number of clients completing substance abuse and mental health treatment
- Number of re-entry recruitment meetings in the County Jail
- Number of clients in permanent housing by month 12 of participation
- Number of FTEs (grant-funded and leveraged) expended in each year of the project by the City and partners
- Number and types of professional development trainings
- LAC: number of meetings, changing membership, and recommendations to project management

#### Preliminary Research Plan

• Plan for Collecting and Evaluating Data. The Research Partner will adapt the existing online database and data collection forms used by the County of Riverside CoC. The Research Partner will develop new instruments as follows: interviews, focus group protocols for collecting qualitative feedback (annually) from providers, and pre- and post- evaluation forms completed by clients. The CBOs will be trained to enter project data into the online HMIS and Clarity systems. The Research Partner will be responsible for analyzing the data.

• Plan for Monitoring Project Fidelity. The Research Partner will assess project implementation, fidelity, and performance at six-month intervals. The Research Partner will attend all LAC and project management meetings to collect qualitative implementation data and information, and these will be supplemented by CBO partner client and service data. At each 6-month checkpoint, the Research Partner will review the original project design, and evaluate the project's progress against original milestones.

• Evaluation Design. The Research Partner will develop the required Local Evaluation Plan (due six months post-award) and the Final Local Evaluation Report (due 6 months after the conclusion of program delivery), analyze data from the HMIS and Clarity systems (data entered by the CBO partners), implement structured interviews with providers and clients to assess program satisfaction (i.e., What worked? What didn't work?). Data collection methods will include: 1) monthly collection of crime data from the County Jail (to be managed by the Research Partner and facilitated by the City; 2) tracking of project process data from the HMIS and Clarity online systems; collecting success stories and project challenges from the annual structured interviews with providers; and 3) Client completion of pre- and post-project evaluation forms developed by the Research Partner and administered by the Project Director (City of Banning Director of Homeless Services). The Research Partner will use a mixed methods approach to analyze the program's qualitative and quantitative data and will report both pre-and post-process and outcome measures noted above. The project will leverage the existing HMIS and Clarity systems used by the CoC which will standardize the management of client data and provide easy access to a variety of data queries and reports.

• Plan for Sharing Outcomes. The Research Partner will provide interim project updates and results with the LAC and the County Continuum of Care, who will provide suggestions and guidance to adjust project activities (if needed). The Research Partner will be responsible for developing the Year 2 and Final Evaluation reports to provide updates on outcomes to the BSCC. After approval by the BSCC, the Executive Summary of the Final Evaluation Report will be shared with project partners. The Research Partner and City will also identify a minimum of five opportunities to present findings to community groups, including the County of Riverside Housing and Workforce Solutions and interested stakeholders in other areas of Southern California. The presentations will include the participation of CBO partners and clients (when possible). Outreach opportunities include the Annual County of Riverside Fifth District Housing Symposium and regularly scheduled Continuum of Care meetings.

|                                                                       |                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| KEY PROJECT CONTACTS                                                  | This sub-section requires information about the key project contact individuals that will be acting as the project administrators of the grant. This section requires names and contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer with signing authority. |
| Project Director                                                      | Jeffrey Platt                                                                                                                                                                                                                                                                                                                                                                            |
| Project Director's Title                                              | Director of Homeless Services                                                                                                                                                                                                                                                                                                                                                            |
| Project Director's Physical Address                                   | 99 E. Ramsey Street<br>Banning<br>California<br>92220<br>US                                                                                                                                                                                                                                                                                                                              |
| Project Director's Email Address                                      | jplatt@banningca.gov                                                                                                                                                                                                                                                                                                                                                                     |
| Project Director's Phone Number                                       | +19519223100                                                                                                                                                                                                                                                                                                                                                                             |
| Financial Officer                                                     | Laurie Sampson                                                                                                                                                                                                                                                                                                                                                                           |
| Financial Officer's Title                                             | Assistant City Manager                                                                                                                                                                                                                                                                                                                                                                   |
| Financial Officer's Physical Address                                  | 99 E. Ramsey Street<br>Banning<br>California<br>92220<br>US                                                                                                                                                                                                                                                                                                                              |
| Financial Officer's Email Address                                     | lsampson@banningca.gov                                                                                                                                                                                                                                                                                                                                                                   |
| Financial Officer's Phone Number                                      | +19519224860                                                                                                                                                                                                                                                                                                                                                                             |
| Day-To-Day Program Contact                                            | Jennifer Jackson                                                                                                                                                                                                                                                                                                                                                                         |
| Day-To-Day Program Contact's Title and Agency/Department/Organization | Grants Program Manager, Office of the City Manager, City of Banning                                                                                                                                                                                                                                                                                                                      |
| Day-To-Day Program Contact's Physical Address                         | 99 E. Ramsey Street<br>Banning<br>California<br>92220<br>US                                                                                                                                                                                                                                                                                                                              |
| Day-To-Day Program Contact's Email Address                            | jjackson@banningca.gov                                                                                                                                                                                                                                                                                                                                                                   |
| Day-To-Day Program Contact's Phone Number                             | +19519223160                                                                                                                                                                                                                                                                                                                                                                             |
| Day-To-Day Fiscal Contact                                             | Jennifer Jackson                                                                                                                                                                                                                                                                                                                                                                         |
| Day-To-Day Fiscal Contact's Title with Agency/Department/Organization | Grants Program Manager, Office of the City Manager, City of Banning                                                                                                                                                                                                                                                                                                                      |
| Day-To-Day Fiscal Contact's Physical Address                          | 99 E. Ramsey Street<br>Banning<br>California<br>92220<br>US                                                                                                                                                                                                                                                                                                                              |
| Day-To-Day Fiscal Contact's Email Address                             | jjackson@banningca.gov                                                                                                                                                                                                                                                                                                                                                                   |
| Day-To-Day Fiscal Contact's Phone Number                              | +19519223160                                                                                                                                                                                                                                                                                                                                                                             |
| Name of Authorized Officer*                                           | Doug Schulze                                                                                                                                                                                                                                                                                                                                                                             |

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

Date of Assurance 6/10/2024

Authorized Officer's Title and Agency/Department City Manager, Office of the City Manager, City of Banning

Authorized Officer's Physical Address 99 E. Ramsey Street  
Banning  
California  
92220  
US

Authorized Officer's Email Address dschulze@banningca.gov

Authorized Officer's Phone Number +19519224860

OTHER ATTACHMENTS: MANDATORY AND OPTIONAL The following attachments are mandatory: Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Funds Appendix C: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement The following attachment is optional at time of submission, but will be required if the grant is awarded: Attachment G: Governing Board Resolution attachment upload is optional at Application submission. These documents are stand-alone documents available on the BSCC Proposition 47 Homepage: [https://www.bscc.ca.gov/s\\_bsccprop47/](https://www.bscc.ca.gov/s_bsccprop47/) . Download, complete, and upload where prompted.

Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Grant Subaward

[Appendix-B\\_Criteria-for-NGOs\\_Banning.pdf](#)

Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

[Appendix-C\\_Certification-of-Compliance\\_Banning.pdf](#)

Attachment G: Governing Board Resolution (Optional)

**APPENDIX A: PROPOSITION 47 GRANT PROGRAM SCORING PANEL ROSTER**

|   | <b>Name</b>       | <b>Title/Organization</b>                                                             |
|---|-------------------|---------------------------------------------------------------------------------------|
| 1 | Edgar Campos      | Chief Advancement Officer / LA Promise Fund                                           |
| 2 | Efrat Sharony     | Criminal Justice Advocate & Consultant                                                |
| 3 | Ellen McDonnell   | Public Defender / Contra Costa Public Defenders                                       |
| 4 | Jennifer Jennison | Chief Deputy Public Defender / Stanislaus County Public Defender                      |
| 5 | Jon Trochez       | Administrative Deputy / LA County Public Defender                                     |
| 6 | Mack Jenkins      | Chief of the Criminal Division / U.S Attorney's Office Central District of California |
| 7 | Mary Green        | Chief Investigator / Placer County District Attorney                                  |
| 8 | Rachel Katz       | Finance & Administration Director / California Pan-Ethnic Health Network              |

## Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal.**

**Instructions:** The form on the following page must be submitted with the proposal even if there are no plans to subcontract at the time of submission, or if the name of the subcontract party is unknown. In either of these cases, the applicant should write “N/A” in the Name of Subcontracted Party column and complete the signature box. A signature on this form provides an assurance to BSCC that the signing authority has read and acknowledged these terms.

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)<sup>1</sup> providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Proposition 47 funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its Proposition 47 Grant Agreement with the BSCC or with the start date of the grantee’s subcontract agreement;
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the [California Secretary of State](#) prior to the start date of the Grant Agreement with the BSCC or the start date of the grantee’s subcontract agreement;
- Be registered with the [California Secretary of State’s Office](#), if applicable;
- Be registered with the [California Office of the Attorney General, Registry of Charitable Trusts](#), if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens; and
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

### Completing the NGO Assurance (next page)

1. Provide the name of the Applicant Agency (the Grantee).
2. List all contracted parties (if known\*).
3. Check Yes or No to indicate if each contracted part meets the requirements.
4. Sign and submit with the proposal.

**\*Note:** If the name of the contracted part is unknown, write TBD in the “Name of Contracted Party” field and sign the document.

In addition to the administrative criteria listed above, any non-governmental, community-based organization that receives Proposition 47 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

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<sup>1</sup> Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual.

**Proposition 47 Grant Program  
Non-Governmental Organization Assurances**

**Name of Applicant:** City of Banning

| Name of Subcontracted Party  | Address                                             | Email/Phone                          | Meets All Requirements                                              |
|------------------------------|-----------------------------------------------------|--------------------------------------|---------------------------------------------------------------------|
| North Shore Community Church | 101785 Seabreeze Drive<br>North Shore, CA 92254     | tracyardolino@msn.com                | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Salvation Army               | 3695 1 <sup>st</sup> Street<br>Riverside, CA 92501  | mark.davis@usw.salvation<br>army.org | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Step Up On Second            | 600 N. Arrowhead Avenue<br>San Bernardino, CA 92401 | Arivera@stepup.org                   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
|                              |                                                     |                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            |
|                              |                                                     |                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            |
|                              |                                                     |                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            |

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Proposition 47 RFP. These records will be subject to the records and retention language found in the Standard Agreement. The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

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

| <b>AUTHORIZED SIGNATURE</b>                                                               |              |                         |                        |
|-------------------------------------------------------------------------------------------|--------------|-------------------------|------------------------|
| This document must be signed by the person who is authorized to sign the Grant Agreement. |              |                         |                        |
| <b>NAME OF AUTHORIZED OFFICER</b>                                                         | <b>TITLE</b> | <b>TELEPHONE NUMBER</b> | <b>EMAIL ADDRESS</b>   |
| Doug Schulze                                                                              | City Manager | 951-922-4860            | dschulze@banningca.gov |
| <b>STREET ADDRESS</b>                                                                     | <b>CITY</b>  | <b>STATE</b>            | <b>ZIP CODE</b>        |
| 99 E. Ramsey Street                                                                       | Banning      | CA                      | 92220                  |
| <b>APPLICANT'S SIGNATURE (e-signature acceptable)</b>                                     |              |                         | <b>DATE</b>            |
| X      |              |                         | 6/4/2024               |

## Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal**

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

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

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

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

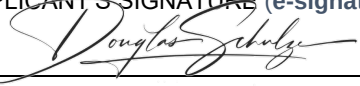
By checking the following boxes and signing below, applicant affirms that:

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

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

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

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

| AUTHORIZED SIGNATURE<br>(This document must be signed by the person who is authorized to sign the Grant Agreement.)                     |              |                  |                        |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------|------------------------|
| NAME OF AUTHORIZED OFFICER                                                                                                              | TITLE        | TELEPHONE NUMBER | EMAIL ADDRESS          |
| Doug Schulze                                                                                                                            | City Manager | 951-922-4860     | dschulze@banningca.gov |
| STREET ADDRESS                                                                                                                          | CITY         | STATE            | ZIP CODE               |
| 99 E. Ramsey Street                                                                                                                     | Banning      | CA               | 92220                  |
| APPLICANT'S SIGNATURE (e-signature acceptable)<br>X  |              |                  | DATE<br>6/4/2024       |

## Attachment D: Proposition 47 Local Advisory Committee Membership Roster

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal**

**Lead Agency:** City of Banning

| Individual Name  | Job Title                         | Agency/Organization                       |
|------------------|-----------------------------------|-------------------------------------------|
| Doug Schulze     | City Manager                      | City of Banning                           |
| Lilian Averette  | Legislative Assistant             | Board of Supervisors, County of Riverside |
| Alberto Sanchez  | Mayor                             | City of Banning                           |
| Manuel Rodriguez | Homeless Liaison Officer          | Banning Police Department                 |
| Jeffrey Platt    | Director of Homeless Services     | City of Banning/Opportunity Village       |
| Beth Hickman     | Case Manager Specialist           | City of Banning/Opportunity Village       |
| Gavin Ardolino   | Chief Executive Officer           | North Shore Community Church              |
| Mark Davis       | Director of Social Services       | Salvation Army                            |
| Jerry Collett    | Case Manager                      | Step Up On Second                         |
| Alberto Rivera   | Program Manager                   | Step Up On Second                         |
| Kim Williams     | Director of Inland Empire Housing | Step Up On Second                         |
|                  |                                   |                                           |
|                  |                                   |                                           |
|                  |                                   |                                           |
|                  |                                   |                                           |

## Attachment E: Proposition 47 Local Advisory Committee Letter of Agreement

**Required Attachment:** Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal

*Note: This letter is to be signed by Lead Agency and all members of the Proposition 47 Local Advisory Committee. Photocopies of signatures are acceptable. Include additional signature lines as necessary.*

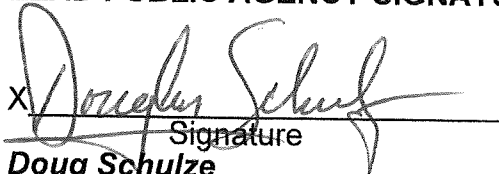
5/01/2024

This is a letter of agreement between **City of Banning** and all organizations listed herein for the purposes of applying for the Proposition 47 Grant. All organizations listed herein agree to participate on the local **Proposition 47 Local Advisory Committee** led by **City of Banning** using a collaborative approach. This advisory body will, at a minimum, advise the Lead Agency on:

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

Signed in mutual agreement,

### LEAD PUBLIC AGENCY SIGNATURE

X   
Signature  
**Doug Schulze**  
**City Manager**  
**City of Banning**  
**99 E. Ramsey St., Banning, CA 92220**

### PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

X   
Signature  
**Name** Lilia Avenette  
**Title** Legislative Assistant  
**Name of Partner Organization** Board of Supervisors  
**Address** 4080 Lomon Street 5th fl  
Riverside CA 92502

Attachment E: Proposition 47 Local Advisory Committee Letter of Agreement

**Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal**

*Note: This letter is to be signed by Lead Agency and all members of the Proposition 47 Local Advisory Committee. Photocopies of signatures are acceptable. Include additional signature lines as necessary.*

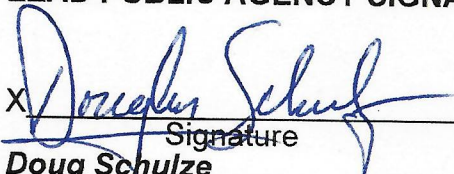
5/01/2024

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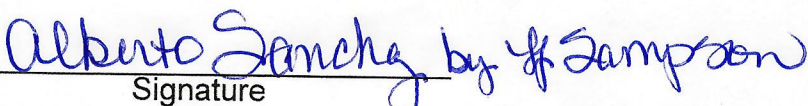
- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X   
Signature  
**Doug Schulze**  
**City Manager**  
**City of Banning**  
**99 E. Ramsey St., Banning, CA 92220**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X   
Signature

Name Alberto Sanchez

Title Mayor

Name of Partner Organization City of Banning

Address 99 E Ramsey St Banning Ca 92220

Proposition 47 Cohort 4 RFP  
Attachment E

**Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal**

*Note: This letter is to be signed by Lead Agency and all members of the Proposition 47 Local Advisory Committee. Photocopies of signatures are acceptable. Include additional signature lines as necessary.*

5/01/2024

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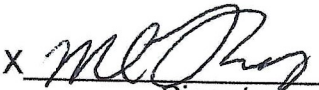
- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X   
Signature  
**Doug Schulze**  
**City Manager**  
**City of Banning**  
**99 E. Ramsey St., Banning, CA 92220**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X   
Signature

Name MANUEL RODRIGUEZ

Title POLICE OFFICER

Name of Partner Organization CITY OF BANNING

Address 125 E. RAMSEY ST BANNING CA 92503

**Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal**

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**Doug Schulze**  
**City Manager**  
**City of Banning**  
**99 E. Ramsey St., Banning, CA 92220**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X   
Signature  
Name Jeremiah Pugh  
Title Director Homeless  
Name of Partner Organization OPV.  
Address 120 E BYRANT ST, BANNING, CA 92220

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**City Manager**  
**City of Banning**  
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**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X   
Signature

Name Beth Mickman

Title Case Manager Specialist

Name of Partner Organization City of Banning

Address 120 East Bryant St Banning CA

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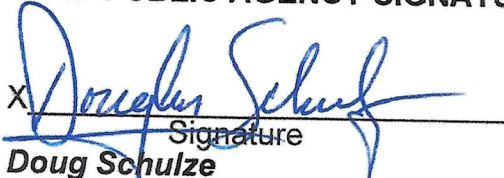
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**City Manager**  
**City of Banning**  
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**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X   
Signature  
Name Gavin Ardelino  
Title C.E.O. ASCL.

Name of Partner Organization \_\_\_\_\_

Address 101785 SEABREEZE DR NORTHSORE CA.

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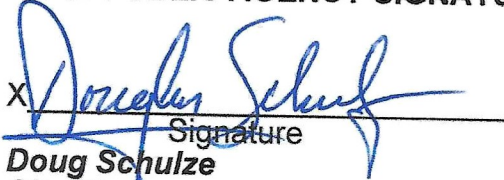
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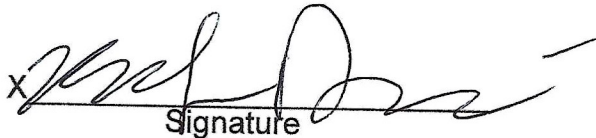
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**City Manager**  
**City of Banning**  
**99 E. Ramsey St., Banning, CA 92220**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X   
Signature

Name Alex Davis

Title Director of Social Services

Name of Partner Organization Solventia Inc.

Address 3695 1<sup>st</sup> Street Riverside, CA 92501

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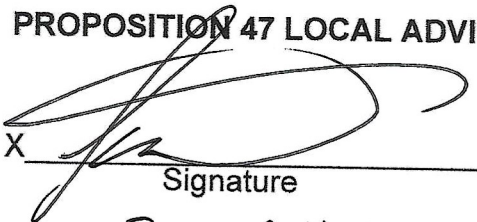
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**City Manager**  
**City of Banning**  
**99 E. Ramsey St., Banning, CA 92220**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X   
Signature

Name Jerry Collett

Title Case manager

Name of Partner Organization Step Up On Second

Address 600 N Arrowhead San Bernardino CA

StepUp Riverside County Outreach

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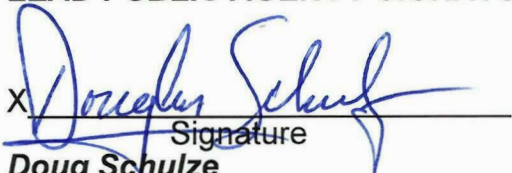
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Signature

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**City Manager**  
**City of Banning**  
**99 E. Ramsey St., Banning, CA 92220**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X  \_\_\_\_\_  
Signature

**Name** Alberto Rivera

**Title** Program Manager

**Name of Partner Organization** Step Up on Second

**Address** 600 N. Arrowhead Ave San Bernardino CA, 92401

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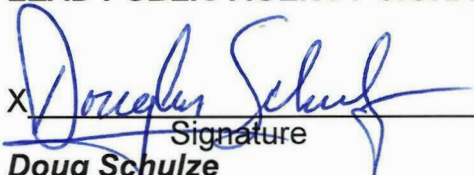
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**City of Banning**  
**99 E. Ramsey St., Banning, CA 92220**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X   
Signature

**Name** Kimberly Williams

**Title** Director of Inland Empire Housing

**Name of Partner Organization** Step Up on Second

**Address** 600 N. Arrowhead Ave. #200 San Bernardino, CA 92401

## Attachment H: Proposition 47 Project Work Plan

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal.**

**Instructions:** Applicants must complete a Project Work Plan, using the format below, that identifies measurable goals and objectives, process and outcome measures, activities and services, responsible parties for those activities and services, data sources and estimated timelines. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the goal(s) will be achieved in terms of the activities, responsible staff/partners, and start and end dates, process, and outcome measures; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. The Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. A minimum of one goal and corresponding objectives, process measures, etc. must be identified.

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) Goal:                              | Reduce recidivism and homelessness among County jail releasees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Objectives (A., B., etc.)              | <p>a) Reduce recidivism among clients to 25% (baseline = 41.9%) by the end of the 36-month project; and</p> <p>b) Create a sustainable post-release re-entry program for 900 adult males and females with substance abuse and mental health treatment, safe and stable housing, and other support services.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Process Measures and Outcome Measures: | <p><u>Outcome Measures:</u></p> <ul style="list-style-type: none"> <li>• Recidivism rate at 36 months</li> <li>• Number of months clients remained relapse-free and report reduced mental health symptoms</li> <li>• Number of clients who gained employment and remained in housing</li> <li>• Qualitative: Clients' improvement in stress management, self-esteem, interpersonal communication skills, and change in thinking patterns.</li> <li>• Qualitative: Positive and negatives experiences (what worked/what didn't work) with the project as reported by a sample of clients and providers</li> </ul> <p><u>Process Measures:</u></p> <ul style="list-style-type: none"> <li>• Unduplicated clients served by the project (i.e., project enrollees)</li> <li>• Number of clients completing substance abuse and mental health treatment</li> <li>• Number of clients participating in each type of project service</li> <li>• Number of recruitment meetings in the County Jail</li> <li>• Number of clients in permanent housing by month 12 of participation</li> </ul> |

| Project activities that support the identified goal and objectives:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Responsible staff/partners:                                                                                               | Timeline   |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|------------|---------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                           | Start Date | End Date            |
| <ul style="list-style-type: none"> <li>• Navigators will coordinate with the County Jail and conduct monthly meetings in the jail to recruit clients.</li> <li>• Navigators will provide each client with immediate support upon release including a backpack of necessities, a ride to public transportation, an immediate connection to housing, and contact information for service providers.</li> <li>• Navigators will follow up with each client within 24-hours of release (the “warm hand-off”) to coordinate service appointments (including mental health and substance abuse) and longer term, stable housing solutions.</li> <li>• Clients will receive wraparound services, or a referral based on individual needs, such as transitional or permanent housing, food, mental health and substance abuse services, public benefit enrollment, job training, and employment.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | City of Banning<br>North Shore Community Church<br>Step Up On Second<br>Salvation Army<br>County Jail<br>Research Partner | Month 1    | Month 42 and beyond |
| <p>List data and sources to be used to measure outcomes:</p> <p>Data Types:</p> <ul style="list-style-type: none"> <li>• Total number of clients served</li> <li>• Number of clients who completed mental health and/or substance abuse treatment,</li> <li>• Number of clients diverted from homelessness by Tier 1 intervention,</li> <li>• Recidivism rate reported at regular intervals during course of 3-year project,</li> <li>• Number of clients who are relapse free, number of clients reporting reduced mental health symptoms,</li> <li>• Number of clients with permanent job placement,</li> <li>• Number of clients in stable housing,</li> <li>• Number of clients served in each type of project service,</li> <li>• Number of recruitment meetings held at county jail.</li> </ul> <p>Data Sources</p> <ul style="list-style-type: none"> <li>• Client Process Data: Existing HMIS and Clarity online data collection and management systems which will be updated to include specific metrics for project clients; CBOs to input client data daily, making the online database a near real-time source of process and outcome data.</li> <li>• Client Outcome Data: Structured interviews and focus groups with project staff; self-evaluations completed by clients</li> <li>• Recidivism: County Jail will provide re-arrest data on project clients monthly</li> </ul> |                                                                                                                           |            |                     |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------|
| <b>(2) Goal:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Improve community capacity to serve County Jail releasees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |                     |
| Objectives (A., B., etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | a) Initiate pre-release recruitment in the Jail including 36 monthly meetings to identify 900 clients during the 3-year period;<br>b) New LAC will meet 12 times in the first 6 months, and monthly thereafter to understand the community's service gaps, guide project implementation, and trouble-shoot challenges;<br>c) Enhance LAC to include Jail staff and other CBOs in Banning.<br>d) Provide 73% of grant funding to CBOs and provide training on behavioral health and substance abuse approaches; and<br>e) Sustain the LAC to provide over-arching guidance to serve the re-entry community.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |                     |
| Process Measures and Outcome Measures:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p><u>Outcome Measures:</u></p> <ul style="list-style-type: none"> <li>Recruitment goals met at end of Year 1, Year 2, and Year 3;</li> <li>Improved CBO knowledge and skills;</li> <li>Qualitative: Positive and negatives experiences (what worked/what didn't work) with the project as reported by a sample of clients and providers;</li> <li>Qualitative: LAC success stories (e.g. assistance with specific implementation barriers); and</li> <li>Qualitative: Client success stories.</li> </ul> <p><u>Process Measures:</u></p> <ul style="list-style-type: none"> <li>Number of re-entry meetings in the county jail;</li> <li>Unduplicated clients served by the project (i.e. project enrollees);</li> <li>Number of clients participating in each type of project service;</li> <li>Number of FTEs (grant-funded and leveraged) expended in each year of the project by the City and partners;</li> <li>Number and types of professional development trainings; and</li> <li>LAC: number of meetings, changing membership, and recommendations to project management.</li> </ul> |            |                     |
| Project activities that support the identified goal and objectives:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Responsible staff/partners:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Timeline   |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Start Date | End Date            |
| <ul style="list-style-type: none"> <li>Navigators will coordinate with the County Jail and conduct monthly meetings in order to recruit clients.</li> <li>Implement the Banning Re-Entry and Community Safety Project which provides wraparound services to project clients including substance abuse and mental health, and diverts clients from homelessness and re-arrest.</li> <li>The Local Advisory Committee (LAC) will continue to recruit and involve new stakeholders as the project progresses, and new needs and resources are identified.</li> <li>The LAC will meet twice each month during the first 6 months to provide guidance and assist with problem-solving during the project's launch and</li> </ul> | City of Banning<br>North Shore Community Church<br>Step Up On Second<br>Salvation Army<br>County Jail<br>Research Partner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Month 1    | Month 42 and beyond |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| <p>regularly throughout the project to continue guidance and implementation problem-solving.</p> <ul style="list-style-type: none"> <li>• During the 6-month ramp up period, City staff and CBOs will participate in cultural humility, trauma informed care, and anti-racist trainings.</li> <li>• City Staff and CBOs will work to strengthen equity-focused strategies that reduce racial disparities, support equitable access to services and resources (including LGBTQIA communities), and produce equitable outcomes for all clients.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |
| <p>List data and sources to be used to measure outcomes:</p> <p>Data Types:</p> <ul style="list-style-type: none"> <li>• Recruitment numbers provided at end of Year 1, Year 2, and Year 3;</li> <li>• number of clients served,</li> <li>• level of services received by each client (Tier 1, Tier 2, and Tier 3),</li> <li>• number of recruitment meetings held at County jail,</li> <li>• Number of FTE employees;</li> <li>• Number of LAC meetings held,</li> <li>• LAC membership roster at start of project,</li> <li>• LAC membership roster at end of project,</li> <li>• LAC meeting minutes reflecting recommendations made to project manager,</li> </ul> <p>Data Sources:</p> <ul style="list-style-type: none"> <li>• Client Process Data: Existing HMIS and Clarity online data collection and management systems which will be updated to include specific metrics for project clients; CBOs to input client data daily, making the online database a near real-time source of process and outcome data.</li> <li>• Client Outcome Data: Structured interviews and focus groups with project staff; self-evaluations completed by clients</li> <li>• CBO Professional Development Process and Outcome Data: Records compiled by Project Director (e.g., number and type of trainings; attendees); self-evaluations by training attendees</li> <li>• Staffing Data: FTE data from the project Grant Manager</li> <li>• LAC Process and Outcome Data: Records compiled by Project Director (e.g., rosters, number of meetings, attendees, agendas, etc.); structured interviews and focus groups with LAC members</li> </ul> |  |  |  |

**2024 Proposition 47 Grant Program- Project Budget and Budget Narrative**

**Name of Applicant/Lead Agency:** City of Banning

**Contract Term:** October 1, 2024 through June 30, 2028

*Note: Excel rows 7 through 16 will auto-populate based on the information entered in the sections below.*

| Budget Line Item                                                                                                                               | Grant Funds        | Leveraged Funds    | Total              |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|--------------------|
| 1. Salaries and Benefits                                                                                                                       | \$462,780          | \$149,778          | \$612,558          |
| 2. Services and Supplies                                                                                                                       | \$573,660          | \$0                | \$573,660          |
| 3. Professional Services or Public Agency Subcontracts                                                                                         | \$0                | \$75,000           | \$75,000           |
| 4. Non-Governmental Organization (NGO) Subcontracts <i>(minimum 50% of grant funds)</i>                                                        | \$4,952,402        | \$869,086          | \$5,821,488        |
| 5. Project Evaluation and Monitoring <i>[minimum of 5% (or \$50,000, whichever is greater) but not more than 10% of total requested funds]</i> | \$350,000          | \$0                | \$350,000          |
| 6. Equipment/Fixed Assets                                                                                                                      | \$0                | \$0                | \$0                |
| 7. Compliance Audit <i>(must not exceed \$25,000 in grant funds)</i>                                                                           | \$25,000           | \$0                | \$25,000           |
| 8. Other (Travel, Training, etc.)                                                                                                              | \$6,273            | \$0                | \$6,273            |
| 9. Indirect Cost                                                                                                                               | \$620,426          | \$0                | \$620,426          |
| <b>TOTAL</b>                                                                                                                                   | <b>\$6,990,541</b> | <b>\$1,093,864</b> | <b>\$8,084,405</b> |

**1a. Salaries and Benefits**

| Name and Title                                                                  | (Show as either % FTE <u>or</u> Hourly Rate) & Benefits | Grant Funds      | Leveraged Funds  | Total            |
|---------------------------------------------------------------------------------|---------------------------------------------------------|------------------|------------------|------------------|
| Project Coordinator (TO HIRE)                                                   | 100% FTE and Benefits                                   | \$344,375        | \$0              | \$344,375        |
| Project Director (City of Banning- Director of Homeless Services)               | 40% FTE and Benefits                                    | \$118,405        | \$0              | \$118,405        |
| Day-to-day Program and Fiscal Contact (City of Banning- Grants Program Manager) | 40% FTE and Benefits                                    | \$0              | \$149,778        | \$149,778        |
|                                                                                 |                                                         | \$0              | \$0              | \$0              |
|                                                                                 |                                                         | \$0              | \$0              | \$0              |
|                                                                                 |                                                         | \$0              | \$0              | \$0              |
|                                                                                 |                                                         | \$0              | \$0              | \$0              |
|                                                                                 |                                                         | \$0              | \$0              | \$0              |
|                                                                                 |                                                         | \$0              | \$0              | \$0              |
| <b>TOTAL</b>                                                                    |                                                         | <b>\$462,780</b> | <b>\$149,778</b> | <b>\$612,558</b> |

**1b. Salaries and Benefits Narrative:**

**Grant Funds:**

1) Project Coordinator (new position, to be hired once grant funds are awarded) will oversee the project subcontracts, budget, work plan, program schedule, and will coordinate with the research partner for data collection and reporting purposes. 100% FTE, Planning Period (6-months) Hourly Rate: \$31.55 (1040 hours); Year 1 Hourly Rate: \$31.55 (2080 hours); Year 2 Hourly Rate: \$32.50 (2080 hours); Year 3 Hourly Rate: \$33.48 (2080 hours); Closeout Period (3-months) Hourly Rate \$33.48 (520 hours). BENEFITS: The Project Coordinator's benefits rate will be 49.41% which covers: vacation and sick leave, Public Employee Retirement System, health and dental insurance, life insurance, Medicare, long-term disability, general liability insurance, workman's compensation insurance, and costs for benefits administration.

2) Project Director: City of Banning Director of Homeless Services, Jeffrey Platt, will act as Project Director, and will supervise the new Project Coordinator. He will also provide part-time navigation assistance to North Shore Community Church's Project Navigators, including participating in monthly recruitment meetings at the County Jail and follow up with each client within 24-hours of release (the "warm hand-off") to coordinate service appointments (including mental health and substance abuse) and longer term, stable housing solutions. 40% FTE, Planning Period (6-months) Hourly Rate: \$40.98 (416 hours); Year 1 Hourly Rate: \$40.98 (416 hours); Year 2 Hourly Rate: \$42.21 (416 hours); Year 3 Hourly Rate: \$43.48 (416 hours); Closeout Period (3-months) Hourly Rate \$44.78 (156 hours). BENEFITS: The Project Director's benefits rate will be 55.9% which covers: vacation and sick leave, Public Employee Retirement System, health and dental insurance, life insurance, Medicare, long-term disability, general liability insurance, workman's compensation insurance, and costs for benefits administration.

**Leveraged Funds:**

3) Day-to-day Program and Fiscal Contact City of Banning Grant Programs Manager, Jennifer Jackson, will be the day-to-day program and fiscal contact for BSCC, and will be responsible for managing billing to the BSCC and contractor invoicing. 40% FTE, 40% FTE, Planning Period (6-months) Hourly Rate: \$52.72 (416 hours); Year 1 Hourly Rate: \$52.72 (416 hours); Year 2 Hourly Rate: \$54.30 (416 hours); Year 3 Hourly Rate: \$55.93 (416 hours); Closeout Period (3-months) Hourly Rate \$55.93 (156 hours). BENEFITS: The Grant Program Manager's benefits rate will be 53.5% which covers: vacation and sick leave, Public Employee Retirement System, health and dental insurance, life insurance, Medicare, long-term disability, general liability insurance, workman's compensation insurance, and costs for benefits administration. Merit increases of 3% are included in Years 1-3. Salary and benefits covered by the City of Banning.

**2a. Services and Supplies**

| Description of Services or Supplies        | Calculation for Expenditure                                                                                                                                                                          | Grant Funds      | Leveraged Funds | Total            |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|------------------|
| General Office Supplies                    | \$100/month x 12 months x 45 months                                                                                                                                                                  | \$4,500          | \$0             | \$4,500          |
| Residential Supplies (food and housewares) | Master Lease Housing Kits: \$400/month x 12 months x 3 years; Food Pantry Restocking (Opportunity Village): \$500/month x 12 months x 3 years                                                        | \$32,400         | \$0             | \$32,400         |
| Master Lease Housing                       | \$50,000/year x 3 houses x 3 years                                                                                                                                                                   | \$450,000        | \$0             | \$450,000        |
| Motel Vouchers                             | \$80/voucher x 60 vouchers/year x 3 years                                                                                                                                                            | \$14,400         | \$0             | \$14,400         |
| Transportation                             | Greyhound Bus Tickets: \$150/ticket x 15 tickets/year x 3 years; Local Bus Tokens/Uber Vouchers: \$300/month x 12 months x 3 years; Metrolink Vouchers: \$150/month x 12 months x 3 years.           | \$22,950         | \$0             | \$22,950         |
| Utilities                                  | Master Lease Homes (transitional housing): \$435/month x 12 months x 3 years; Opportunity Village (transitional housing): \$300/month x 12 months x 3 years                                          | \$26,460         | \$0             | \$26,460         |
| Communication & Technology                 | Laptops: \$3,000 each x 3 laptops; Cell phones: \$500 each x 3 cell phones; Cell/Laptop Service: \$150/month x 12 months x 3 years; dedicated Toll Free phone line: \$75/month x 12 months x 3 years | \$19,950         | \$0             | \$19,950         |
| Print Tri-Fold Brochures                   | \$1000/year x 3 years                                                                                                                                                                                | \$3,000          | \$0             | \$3,000          |
| <b>TOTAL</b>                               |                                                                                                                                                                                                      | <b>\$573,660</b> | <b>\$0</b>      | <b>\$573,660</b> |

**2b. Services and Supplies Narrative:**

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| 5a. Project Evaluation and Monitoring                                                                               |                  |                 |                  |  |
|---------------------------------------------------------------------------------------------------------------------|------------------|-----------------|------------------|--|
| Description of Project Evaluation and Monitoring                                                                    | Grant Funds      | Leveraged Funds | Total            |  |
| Research Partner- to be competitively procured after award from a list of qualified local colleges and universities | \$350,000        | \$0             | \$350,000        |  |
|                                                                                                                     |                  | \$0             | \$0              |  |
|                                                                                                                     | \$0              | \$0             | \$0              |  |
|                                                                                                                     | \$0              | \$0             | \$0              |  |
|                                                                                                                     | \$0              | \$0             | \$0              |  |
|                                                                                                                     | \$0              | \$0             | \$0              |  |
|                                                                                                                     | \$0              | \$0             | \$0              |  |
|                                                                                                                     | \$0              | \$0             | \$0              |  |
|                                                                                                                     | \$0              | \$0             | \$0              |  |
| <b>TOTAL (minimum 5% of requested grant funds or \$50,000, whichever is greater, but not more than 10%)</b>         | <b>\$350,000</b> | <b>\$0</b>      | <b>\$350,000</b> |  |

**5b. Project Evaluation and Monitoring Narrative:**

A qualified Research Partner will be selected through a competitive procurement process to conduct the Project Evaluation. Recruitment will be conducted along local institutions of higher learning such as California State University-San Bernardino, University of Redlands, or Mt. San Jacinto College. The Research Partner will be responsible for developing the Evaluation Plan, developing all data collection instruments, training staff on data collection methods, compiling and analyzing project data, providing quarterly summaries to the City, and developing the Final Evaluation Report. The budgeted cost is approximately 5% of total grant funds

| 6a. Equipment/Fixed Assets            |                         |             |                 |            |
|---------------------------------------|-------------------------|-------------|-----------------|------------|
| Description of Equipment/Fixed Assets | Calculation for Expense | Grant Funds | Leveraged Funds | Total      |
|                                       |                         | \$0         | \$0             | \$0        |
|                                       |                         | \$0         | \$0             | \$0        |
|                                       |                         | \$0         | \$0             | \$0        |
|                                       |                         | \$0         | \$0             | \$0        |
|                                       |                         | \$0         | \$0             | \$0        |
|                                       |                         | \$0         | \$0             | \$0        |
|                                       |                         | \$0         | \$0             | \$0        |
|                                       |                         | \$0         | \$0             | \$0        |
| <b>TOTAL</b>                          |                         | <b>\$0</b>  | <b>\$0</b>      | <b>\$0</b> |

**6b. Equipment/Fixed Assets Narrative:**

Not Applicable. The Banning Re-Entry & Community Safety Project does not have any Equipment/Fixed Assets as budgeted items.

| 7a. Compliance Audit                                   |                                         |                 |                 |                 |
|--------------------------------------------------------|-----------------------------------------|-----------------|-----------------|-----------------|
| Description of Compliance Audit                        | Calculation for Expense                 | Grant Funds     | Leveraged Funds | Total           |
| Required Financial Audit                               | (1) Audit for BSCC Proposition 47 Grant | \$25,000        | \$0             | \$25,000        |
|                                                        |                                         | \$0             | \$0             | \$0             |
|                                                        |                                         | \$0             | \$0             | \$0             |
| <b>TOTAL (must not exceed \$25,000 in Grant Funds)</b> |                                         | <b>\$25,000</b> | <b>\$0</b>      | <b>\$25,000</b> |

**7b. Compliance Audit Narrative:**

A Certified Public Accountant will conduct a financial audit that covers the service delivery period of the grant. The audit report will be submitted no later than June 1, 2027.

| 8a. Other (Travel, Training, etc.)            |                                                                                                                                                                                                                               |                |                 |                |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|----------------|
| Description of Other (Travel, Training, etc.) | Calculation for Expense                                                                                                                                                                                                       | Grant Funds    | Leveraged Funds | Total          |
| Training Conference                           | Air fare: \$400/plane ticket x 3 plane tickets = \$1,200; Lodging \$167 x 2 nights x 3 rooms = \$1,002; Ground Transportation: \$100/person x 3 people = \$300; Meals and incidentals \$69/day per diem x 3 days x 3 people = | \$3,123        | \$0             | \$3,123        |
| Annual City and CBO Training                  | training fee and materials for 1 day meeting/year x 3 years                                                                                                                                                                   | \$3,150        | \$0             | \$3,150        |
|                                               |                                                                                                                                                                                                                               | \$0            | \$0             | \$0            |
|                                               |                                                                                                                                                                                                                               | \$0            | \$0             | \$0            |
|                                               |                                                                                                                                                                                                                               | \$0            | \$0             | \$0            |
|                                               |                                                                                                                                                                                                                               | \$0            | \$0             | \$0            |
| <b>TOTAL</b>                                  |                                                                                                                                                                                                                               | <b>\$6,273</b> | <b>\$0</b>      | <b>\$6,273</b> |

**8b. Other (Travel, Training, etc.) Narrative:**

**Grant Funds:**  
**Training Conference**  
 Attendance at a Training Conference for Project Coordinator, Project Director, and Day-to-day Program and Fiscal Contact.  
 •Air fare: \$400/plane ticket x 3 plane tickets = \$1,200;  
 •Lodging \$167 x 2 nights x 3 rooms = \$1,002  
 •Ground Transportation: \$100/person x 3 people = \$300  
 •Meals and incidentals \$69/day per diem x 3 days x 3 people = \$621

**Annual City and CBO Training**  
 City staff and CBOs will participate in cultural humility, trauma informed care, and anti-racist trainings annually (providers to be identified after award). \$1,050 includes training fee and materials.

| 9a. Indirect Costs |  |  |  |  |
|--------------------|--|--|--|--|
|--------------------|--|--|--|--|

| For this grant program, indirect costs may be charged using only <b>one</b> of the two options below:                                                                                                                                                 | Grant Funds        | Leveraged Funds | Total            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|------------------|
| 1) Indirect costs not to exceed 10 percent (10%) of the total grant award. Applicable if the organization <b>does not have</b> a federally approved indirect cost rate.                                                                               | \$620,426          | \$0             | \$620,426        |
| <i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>                                                                                                                                                                     | <b>\$637,012</b>   |                 |                  |
| 2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization <b>has</b> a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate. | \$0                | \$0             | \$0              |
| <i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>                                                                                                                                                                     | <b>\$1,274,023</b> |                 |                  |
| <i>Please see instructions tab for additional information regarding Indirect Costs.</i><br><i>If the amount exceeds the maximum allowed and/or turns <b>red</b>, please adjust it to not exceed the line-item noted.</i>                              | <b>TOTAL</b>       | <b>\$0</b>      | <b>\$620,426</b> |

**9b. Indirect Costs Narrative:**  
10% Indirect costs will cover costs including utilities and services such as accounting, payroll, etc.