#### Scheduling Poll for Prop 47 Local Advisory Committee

From Jason Morse <jmorse@fortbragg.com>

Date Thu 2/27/2025 8:20 PM

To Jason Morse <jmorse@fortbragg.com>

crobbers@fbusd.us <crobbers@fbusd.us>; Godeke, Jason <JGodeke@fortbragg.com>;
ratorczynski@gmail.com <ratorczynski@gmail.com>; Randy Knutson <ranknut@gmail.com>;
mlopez@fbusd.us <mlopez@fbusd.us>; Rachelle@mendofood.org <Rachelle@mendofood.org>; Cervenka,
Neil <Ncervenka@fortbragg.com>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>;
norvellb@mendocinocounty.gov <norvellb@mendocinocounty.gov>; williamst@mendocinocounty.gov
<williamst@mendocinocounty.gov>; pomochick14@yahoo.com <pomochick14@yahoo.com>;
evillapando@gmail.com <evillapando@gmail.com>; bjkilian@gmail.com <bjkilian@gmail.com>; Johnson,
Mellisa <MJohnson@fortbragg.com>; O'neal, Thomas <toneal@fortbragg.com>

#### Hello everyone -

Please take a moment to clink on the following link to participate in a scheduling poll for our first FBPD Prop 47 Local Advisory Committee meeting. I have selected 5 dates as possibilities in March.

Here is the link: LAC Scheduling Poll

If you would prefer to answer directly to this email and skip the link, please reply to me with your availability on the following dates and times:

5:30 - 6:30, 6:00 - 7:00, or 7:00 - 8:00 on the following days:

Tuesday, March 18th Wednesday, March 19th Tuesday, March 25th Wednesday, March 26th Thursday, March 27th

Thanks,

Jason Morse Grants Analyst Fort Bragg Police Department

#### **Local Advisory Committee Meeting**

From Jason Morse <jmorse@fortbragg.com>

Date Mon 3/3/2025 8:59 PM

Bcc O'neal, Thomas <toneal@fortbragg.com>; Johnson, Mellisa <MJohnson@fortbragg.com>; crobbers@fbusd.us <crobbers@fbusd.us>; Godeke, Jason <JGodeke@fortbragg.com>; ratorczynski@gmail.com <ratorczynski@gmail.com>; Randy Knutson <ranknut@gmail.com>; Martha Lopez <mlopez@fbusd.us>; Rachelle@mendofood.org <Rachelle@mendofood.org>; Cervenka, Neil <Ncervenka@fortbragg.com>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>; norvellb@mendocinocounty.gov <railliamst@mendocinocounty.gov <williamst@mendocinocounty.gov <pre>; pomochick14@yahoo.com <pomochick14@yahoo.com>; evillapando@gmail.com <evillapando@gmail.com>; b. Kilian <br/>bjkilian@gmail.com>

#### Hello -

Based on the results of the Doodle Poll or your emails back to me, we are going to go ahead with our first Local Advisory Committee meeting on Tuesday, March 18<sup>th</sup> from 5:30 - 6:30. I have not confirmed a location yet for the meeting, but once I do, I will let you know.

I was asked how many times we would be meeting and that is really up to the committee. We can discuss this when we get together on the 18th.

Again, thanks for your time!

Please mark your calendars for March 18<sup>th</sup> from 5:30 - 6:30.

Thanks,

Jason Morse Grants Analyst Fort Bragg Police Department

#### FBPD Local Advisory Committee Meeting - March 18th

From Jason Morse <jmorse@fortbragg.com>

Date Thu 3/6/2025 6:13 PM

To Jason Morse < jmorse@fortbragg.com>

Bcc O'neal, Thomas <toneal@fortbragg.com>; Johnson, Mellisa <MJohnson@fortbragg.com>; crobbers@fbusd.us <crobbers@fbusd.us>; Godeke, Jason <JGodeke@fortbragg.com>; ratorczynski@gmail.com <ratorczynski@gmail.com>; Randy Knutson <ranknut@gmail.com>; Martha Lopez <mlopez@fbusd.us>; Rachelle@mendofood.org <Rachelle@mendofood.org>; Cervenka, Neil <Ncervenka@fortbragg.com>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>; norvellb@mendocinocounty.gov <norvellb@mendocinocounty.gov>; williamst@mendocinocounty.gov <williamst@mendocinocounty.gov>; evillapando@gmail.com <evillapando@gmail.com>; b. Kilian <br/>
bjkilian@gmail.com>

Hi everyone -

The first Prop 47 Local Advisory Committee is scheduled for Tuesday, March 18<sup>th</sup> from 5:30 - 6:30. Please try to attend if you can as we would love to get a majority of members there.

The meeting will be held at Town Hall (363 N Main St). You will receive an agenda and a draft of the committee bylaws for your review prior to the meeting.

Please let me know if you have any questions.

Thanks,

Jason Morse Prop 47 Grants Analyst Fort Bragg Police Department

#### Agenda for March 18th Local Advisory Committee Meeting

From Jason Morse <jmorse@fortbragg.com>

Date Fri 3/14/2025 5:34 PM

To Jason Morse <jmorse@fortbragg.com>

Cassandra Robbers <crobbers@fbusd.us>; Godeke, Jason <JGodeke@fortbragg.com>; ratorczynski@gmail.com <ranknut@gmail.com>; Randy Knutson <ranknut@gmail.com>; Martha Lopez <mlopez@fbusd.us>; Rachelle@mendofood.org <Rachelle@mendofood.org>; Cervenka, Neil <Ncervenka@fortbragg.com>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>; norvellb@mendocinocounty.gov <norvellb@mendocinocounty.gov>; williamst@mendocinocounty.gov <williamst@mendocinocounty.gov>; pomochick14@yahoo.com <pomochick14@yahoo.com>; evillapando@gmail.com <evillapando@gmail.com>; b. Kilian <br/>bjkilian@gmail.com>; O'neal, Thomas <toneal@fortbragg.com>; Johnson, Mellisa <MJohnson@fortbragg.com>

1 2 attachments (567 KB)

LAC Agenda 03.18.2025.pdf; Draft FBPD Prop 47 LAC Bylaws-V2.to.pdf;

Hello everyone -

I have attached the agenda as well as the draft bylaws for the Prop 47 Local Advisory Committee meeting at Town Hall next Tuesday, March 18 from 5:30 - 6:30.

Hope to see you there!

Thanks,

Jason Morse Grants Analyst Fort Bragg Police Department



# \*\*Agenda\*\* Proposition 47 Local Advisory Committee

Date: 03/18/2025 5:30 pm - 6:30 pm

Location: Town Hall

Present:

<u>5:30 - 5:50</u>

• Welcome & Overview of Project

<u>5:50 - 6:10</u>

• Review of Bylaws

6:10 - 6:30

Feedback

Next Meeting

### BYLAWS OF THE FORT BRAGG POLICE DEPARTMENT PROPOSITION 47 GRANT LOCAL ADVISORY COMMITTEE

#### **ARTICLE I: NAME**

The name of this committee shall be the **Proposition 47 Grant Local Advisory Committee** ("LAC").

#### ARTICLE II: PURPOSE AND AUTHORITY

The LAC is established to oversee and provide input on the implementation of the Proposition 47 Grant awarded to the Fort Bragg Police Department. The committee will provide recommendations to FBPD staff regarding the implementation of the Proposition 47 Grant program targeting homelessness, substance abuse, mental health illness, and recidivism.

#### ARTICLE III: MEMBERSHIP

#### **Section 1: Composition**

The LAC shall consist of fourteen members, including representatives from:

- 1. Supportive service providers
- 2. Local educational systems
- 3. Faith-based organizations
- 4. Fort Bragg Police Department
- 5. Previously incarcerated individual
- 6. The District Attorney's Office
- 7. The Native American Community
- 8. Medical professionals
- 9. Other stakeholders as deemed necessary

#### Section 2: Appointment and Terms

- Member appointment is voluntary.
- Terms shall be for three years.
- A member may resign by submitting a written notice to the Fort Bragg Police Department.

#### ARTICLE IV: OFFICERS

#### Section 1: Officers and Duties

The officers of the LAC shall be:

- Chairperson: Presides over meetings.
  - This position will be held by the representative from the Fort Bragg Police Department.
- Vice-Chairperson: Assists the Chair and assumes duties in their absence.
  - Secretary: Maintains records, minutes, and official correspondence.
    - This position will be held by a member of the Care Response Unit.
    - o This position has no voting authority and is not counted towards a quorum.

#### ARTICLE V: MEETINGS

#### Section 1: Regular Meetings

- The LAC shall meet at least quarterly at a publicly accessible location.
- Notice of meetings shall be provided publicly at least seven days in advance.
- Meetings will be open to the public.
  - Each public member in attendance may provide public comment once during each meeting. Public comment will be limited to no more than three minutes.
  - Members of the public may submit public comments in writing at any time by emailing the Chairperson, Vice-Chairperson, or Secretary. Those public comments will be made available to the membership within 10 days.

#### **Section 2: Quorum**

• A quorum shall consist of a majority of the appointed members.

#### **Section 3: Decision-Making**

• Decisions shall be made by majority vote.

#### ARTICLE VI: DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the LAC are to assist Prop 47 Grant personnel by making recommendations in the following areas:

- Identify and prioritize the most pressing needs to be addressed regarding homelessness, substance abuse, mental health illnesses, and recidivism
- Identify strategies and programs/services to be implemented to address needs
- Continued development and implementation of the grant project
- Review feedback from public meetings
- Consider additional Committee members from underrepresented populations and groups

#### ARTICLE VII: AMENDMENTS

• Amendments to the bylaws may be amended by a majority vote at any regular meeting with a quorum present.

#### ARTICLE IX: EFFECTIVE DATE

• These bylaws shall take effect upon approval by a majority vote of the LAC.



#### 3/18/25 LAC Meeting Minutes

From Jason Morse <jmorse@fortbragg.com>

Date Thu 3/20/2025 7:26 PM

To O'neal, Thomas <toneal@fortbragg.com>; Johnson, Mellisa <MJohnson@fortbragg.com>; Bernie Norvell <norvellb@mendocinocounty.gov>; Godeke, Jason <JGodeke@fortbragg.com>; Cassandra Robbers <crobbers@fbusd.us>; b. Kilian <bjkilian@gmail.com>; williamst@mendocinocounty.gov <williamst@mendocinocounty.gov>; ratorczynski@gmail.com <ratorczynski@gmail.com>; Rachelle@mendofood.org <Rachelle@mendofood.org>; pomochick14@yahoo.com <pomochick14@yahoo.com>; evillapando@gmail.com <evillapando@gmail.com>; Cervenka, Neil <Ncervenka@fortbragg.com>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>; Randy Knutson <ranknut@gmail.com>

1 attachment (202 KB) LAC Minutes 03.18.2025-Final.pdf;

Hello all -

I have attached the meeting minutes from our meeting on Tuesday, March 18th.

Also, we have settled on Monday, April 28 at 5:30 for the stakeholder meeting in Mendocino. Location TBD.

Thanks,

Jason Morse Grants Analyst Fort Bragg Police Department



### Proposition 47 Local Advisory Committee Minutes

Date: 03/18/2025 Location: Town Hall

Present: Ted Williams, Barbara Kilian, Queta Villalpando, Rachelle Sutherland, Neil Cervenka, Bernadette Rafanen, Bernie Norvell, Mellisa Johnson, Thomas O'Neal, Jason Morse, Jason Godeke, Cassandra Robbers, Randy Knutsen, Rob Torcynskil, Eloise Kelsey

Meeting started at 5:30pm

- Welcome & Overview of Project
  - Attendees introduced themselves and stated why they were interested in being on the Local Advisory Committee (LAC)
  - o Thomas O'Neal went over the objectives for the meeting, an overview of Prop 47 grant and project
    - Key Points:
      - The goal of Prop 47 is to reduce recidivism
      - We received \$2.5 million for the project, of which \$1.5 million will be used to contract and work with a Non-Government Organization (NGO)
      - FBPD sees the LAC as a designated think tank to provide feedback, steer the direction of the project, and drive it forward
      - We are in Cohort 4 of Prop 47 grantees. The grant is coordinated by the Board of State and Community Corrections (BSCC)
      - Two Community Response Unit (CRU) positions were funded out
        of Measure B to focus on Mental Health Illness (MHI) and
        Substance Use Disorders (SUD). Project Right Now, which was
        borne out of Prop 47 was defunded at the end of October however
        it is being re-funded and FBPD is asking for funding for a
        substance use counselor to share among local schools.
      - The goal of our local project is to expand the CRU program south to Mendocino and north to Westport. Half of current CRU time is dedicated to expanding services and the other half is dedicated to Fort Bragg
      - A stakeholder meeting is being scheduled for the end of April in Mendocino.
      - FBPD is in the process of contract negotiations with the Mendocino Coast Hospitality Center (MCHC) to implement the

- other part of the project. With Prop 47, CRU will have one emergency bed and six transitional beds at MCHC.
- FBPD is working with MCHC to address some early challenges due to the lack of communication from the State regarding the grant.
- o Mellisa Johnson provided some successes of the program to date
  - Key Points:
    - She has been attending the meal outreach at the Mendocino Presbyterian Church on Tuesday afternoons to engage with folks and gain their trust.
    - Getting some referrals from church staff
    - Mendocino Presbyterian Church has offered us office space
    - Working to identify housed clients with MHI to keep them housed and connect them to resources
    - Have been asking MCSO for the assistance of a deputy

#### • Review of Bylaws

- Bernie asked if we would be using Robert's Rules of Order to help structure the meetings and decision-making. Bernie agreed to send Thomas the procedures of Roberts's Rules of Order for review and consideration
- o A question arose as to whether we are subject to the Brown Act. Thomas will send this question to the City Attorney for an opinion.
- o Barbara asked if we could publish all materials in English and Spanish
- o The review of the bylaws was tabled until we get the answers to some of the questions posed above.

#### Feedback and Questions

- Queta asked how we identify clients needing assistance when they don't have an advocate
  - There was a discussion about behavioral health needs being apparent in the courtroom and that the judge has the ability to give a jail sanction to be released for services. Behavioral Health Court and CRU provide wraparound services. In addition, local law enforcement has been better at identifying needs and encouraging a mental health treatment instead of incarceration. The CRU has been key in this regard. Our goal is to capture them and pull them out of the criminal justice system and work on ego development and future thinking.
- o Barbara suggested that we reach out to RCS as another link for behavioral health resources.
- o Rob noted that we need to consider what might have come first and what caused what in other words, is the mental health illness cause the homelessness or the homelessness cause the mental health illness?
- o Transportation was brought up as a huge issue and that we try to meet them where they are.
- Mendocino residents might have a different view of their homeless population and the FBPD. We need to stress that CRU are not police officers and our goals are to target nuisance crimes and connect individuals with resources. Our target is

not the voluntary homeless population. Messaging will be important in Mendocino and Barbara suggested Narcan is a good way to start the dialogue – focus on providing Narcan and training. Perhaps a Narcan booth at the Mendocino Farmers Market?

- o Just last year, CRU gave out 882 doses of Narcan along with training.
- o Maybe CRU can start attending church meetings to gain trust and familiarity?
- o Randy had a question about the winter shelter and according to Mellisa there have been a record number of beds and a record number of nights being open. Rob wondered if we should consider using the church setting for shelters.

#### Homework

- o Jason will send meeting minutes to the group
- Thomas will try to find example meeting minutes from LACs from past Prop 47 cohorts
- o Thomas will try to find examples of bylaws from LACs from past Prop 47 cohorts
- o Thomas will ask the City Attorneyif the LAC is subject to the Brown Act
- o Bernie will send Robert's Rules of Order procedures to Thomas
- Jason will send a Doodle scheduling poll to the group for our next meeting. Most likely in about 6-8 weeks.
- o Jason will finalize the date of the Mendocino Stakeholder meeting and advertise it
- Adjournment 6:40pm



#### Scheduling Poll - Prop 47 LAC Second Meeting

From Jason Morse <jmorse@fortbragg.com>

Date Mon 3/31/2025 7:58 PM

To Jason Morse < jmorse@fortbragg.com >

crobbers@fbusd.us <crobbers@fbusd.us>; Godeke, Jason <JGodeke@fortbragg.com>; ratorczynski@gmail.com <ranknut@gmail.com>; Randy Knutson <ranknut@gmail.com>; Rachelle@mendofood.org <Rachelle@mendofood.org>; Cervenka, Neil <Ncervenka@fortbragg.com>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>; norvellb@mendocinocounty.gov <norvellb@mendocinocounty.gov>; williamst@mendocinocounty.gov <williamst@mendocinocounty.gov>; pomochick14@yahoo.com <pomochick14@yahoo.com>; evillapando@gmail.com <evillapando@gmail.com>; bjkilian@gmail.com <bjkilian@gmail.com>; Johnson, Mellisa <MJohnson@fortbragg.com>; O'neal, Thomas <toneal@fortbragg.com>

Hello everyone -

First of all, thank you all for attending our first LAC meeting. There was great energy in the room and we want to keep that going!

I would like to get our next LAC meeting on the calendar. Please take a moment to clink on the following link to participate in a scheduling poll for our first FBPD Prop 47 Local Advisory Committee meeting. I have selected 5 dates as possibilities in late May.

Here is the link: LAC Scheduling Poll

Thanks.

Jason Morse Grants Analyst Fort Bragg Police Department



#### Prop 47 Documents and Update on Brown Act Research

From O'neal, Thomas <TOneal@fortbraggca.gov>

Date Tue 4/1/2025 11:27 AM

Cc Morse, Jason <JMorse@fortbraggca.gov>; Johnson, Mellisa <MJohnson@fortbraggca.gov>

#### 3 attachments (1 MB)

Submission\_ City of Fort Bragg.pdf; City of Fort Bragg-Local Evaluation Plan (Draft).pdf; 250204\_Draft CITY MCHC Contract (1) - revised (1).docx;

#### LAC (Bcc),

Attached are the documents we spoke about at the last meeting. Please be advised that the Hospitality Center contract and Local Evaluation Plan are still in draft format.

We have spoken to the Board of State and Community Corrections and they advised that they do not believe that the Proposition 47 LAC falls under Brown Act requirements. Jason is reaching out to other LAC's to see if they have any legal briefs on the issue and to look for how their LAC's are ran. Once we have some background we will work on getting it through legal.

#### Thanks,

Thomas N. O'Neal Captain Emergency Manager for the City of Fort Bragg Fort Bragg Police Department 707-961-2800 ext. 203 250 Cypress Street Fort Bragg, CA 95437



Title

### **City of Fort Bragg**

06/10/2024

by Thomas O'Neal in Proposition 47 Grant Program, Cohort 4 - Request for Proposals

id. 46739274

toneal@fortbragg.com

#### **Original Submission**

06/10/2024

SUBMITTING A PROPOSAL FOR PROPOSITION 47

**GRANT FUNDS** 

Proposition 47

checked

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: https://www.bscc.ca.gov/s/bsccprop47/

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 seg.)

APPLICANT
INFORMATION,
PROJECT TITLE AND
PROJECT SUMMARY

This section requires information about the applicant and the proposed project.

Name of Applicant

City of Fort Bragg

Tax Identification

94-6000335

Applicant's Physical Address

416 N Franklin Street Fort Bragg California 95437 US

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

Mailing Address For Reimbursement Payments 416 N Franklin Street Fort Bragg California 95437

US

Project Title

Care Response Unit-Coastal Expansion

Project Summary

The Care Response Unit – Coastal (CRU-C) Program is a three-pronged approach to expand the availability of mental health treatment, including treatment of substance use disorders, and diversion services on the Mendocino Coast. 1. Expand the Fort Bragg Police Department's Care Response Unit south to the Village of Mendocino and north to Cleone. This includes hiring one full-time Social Services Liaison-Care Response Unit member to expand in-person services beyond the City, and one part-time Administrative Assistant to manage grant documentation and evaluation tasks. 2. Expand services provided by the Mendocino County Hospitality Center (MCHC). This includes the full-time staffing of a Mental Health Provider, Services Coordinator, and Administrative Assistant. 3. Expand temporary and transitional housing access to the Care Response Unit. This includes reserving one stabilization bed at the Hospitality Center and six transitional housing beds at the Hospitality Center.

PROJECT NARRATIVE AND BUDGET 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: https://www.bscc.ca.gov/s\_bsccprop47/. Download, complete, and upload where prompted.

Section 1. Project Need A steadily increasing number of individuals living on the streets and calls to law enforcement for low-level offenses resulted in the City of Fort Bragg's creation of a Care Response Unit (CRU) in 2022. This new unit, housed in the City's Police Department (FBPD), deployed two social service liaisons (SSL) and collaborated with Mendocino Coast Hospitality Center (MCHC) as a supportive service provider to divert individuals from the criminal justice system to supportive services. CRU operates with a proactive approach and its SSLs wear street clothes and do not carry weapons or handcuffs, which fosters trust and rapport with clients. Prop 47 funding provides an opportunity to expand CRU's reach to the unincorporated areas north of the city limits to Cleone, and south to the village of Mendocino in partnership with the Mendocino County Sheriff's Office (MCSO).

Fort Bragg holds a population of 6,983 while the broader County of Mendocino has a 91,601 populace. The total population of the communities of Fort Bragg, Cleone, and Mendocino Village is approximately 8,500.

The data available from the current CRU Program shows that it is effective in reducing documented calls for service involving individuals with mental health illness (MHI) and reducing the disproportionate arrest rate of individuals with MHI. A recent survey of residents and key leaders in Mendocino County ranked the three most significant health problems in the County as mental health issues, alcohol and drug abuse, and homelessness.

In the 12-month period ending April 30, 2024, the MCSO received 132 calls for service related to substance use and mental health crises in the unincorporated areas of the Mendocino coast. According to the MCSO, many of the calls to law enforcement come in simply because citizens do not have any alternative but to call 911.

The CRU-C will take an "upstream" approach prior to law enforcement interventions and make services and connections prior to the need for law enforcement. The 132 calls for service represent calls that would have been best served by non-law enforcement. Although the underlying issues surrounding MHI, SUD, and homelessness are not criminal in nature, the spoils of these issues including theft are criminal. To take an "upstream" approach prior to law enforcement intervention, connections must be made proactively. The CRU-C program will allow for properly trained SSLs to intervene prior to and shortly after contacts with the criminal justice system.

There are currently no programs comparable to the CRU-C program in the proposed geographies, and there are limited MHI and SUDT providers in the region. This funding request will ensure that the FBPD and MCHC, the CBO supportive service provider, have sufficient resources to provide mental health professionals, support staff, facility space, and other equipment and supplies needed to serve clients and link them effectively to additional services.

To serve the larger population and geographic area outside the city limits, the FBPD will enter into a memorandum of understanding or other agreement with the MCSO and will have a dedicated physical space for a social services liaison within the MCSO substation in the Mendocino township. This represents a first step to greater collaboration, information sharing, and service coverage that will likely benefit not only the law enforcement agencies but also the residents and target population on the Mendocino coast. Should this project be successful, it will provide a clear road map for future CRU expansions beyond what is currently proposed.

The proposed CRU-C will target adults who have been arrested, charged, and/or detained by the criminal justice system and have a history of low-level crimes that can largely be attributed to living with untreated or undertreated serious MHI, SUD, and/or a lack of housing. This target population is measurable given that some contact with law enforcement will be a prerequisite for participation in the program and can be tracked by program staff.

While Mendocino County is known for its natural beauty, it is equally well known as part of the Emerald Triangle, the three-county region historically serving as a hub of cannabis. While the cannabis economy has largely collapsed, the culture of drug use and drug misuse has been deeply entrenched for many decades. This has also led to significant economic challenges within the County, with 19.1% of residents living below the poverty line compared to 12.2% statewide.

The existing CRU program served approximately 540 individuals from October 2023 through May 2024; of these individuals, approximately 58% identified as

unhoused, and only 1% identified as members of the LGBTQIA+ community. 56% identified as men, with the remaining 44% identifying as women. The demographics of the expanded CRU-C program are expected to align with these current statistics, given the similarities between the areas already served by CRU and the proposed expansion area.

The Fort Bragg Police Department Care Response Unit works closely with an LGBTQIA+ advocate who was previously employed under a past grant that ended on May 31, 2024. This individual continues to volunteer for the Police Department as part of "Project Right Now" which is the youth arm of the Care Response Unit. 50% of the Care Response Unit staff is bilingual and frequently provides training and services to our Spanish-speaking community. The Prop 47 Advisory Committee additionally contains one advocate from the Latinx Community. The Fort Bragg Police Department has been participating in the nation-wide 30x30 initiative with the goal of 30% of sworn law enforcement positions being held by women by 2030. We are expected to reach this goal by December of 2024.

The intent of Proposition 47 is to address issues of public safety and education—by providing targeted funding for programs and initiatives aimed at improving outcomes for K-12 students in public schools, supporting trauma recovery centers, and providing support for mental health treatment, substance abuse treatment, and diversion programs. The proposed project seeks to expand CRU capacity in surrounding areas to assist individuals experiencing crises related to MHI, SUD, or other judgment-related impairments. The project will ultimately enable the FBPD and MCSO to divert these case types to area mental health providers and thus increase their ability to focus on investigating and preventing crime. This project aligns with Proposition 47 priorities through the following elements:

Mental health treatment: The project will increase the abilities for the CRU-C to connect individuals to mental health treatment. In turn, this expands and protects mental health services provided by the MCHC and expands mental health treatment regionally through transportation options.

Substance abuse treatment: The Fort Bragg CRU team has assisted 48 individuals with finding beds in in-patient rehabilitation facilities since January 2023, including the transport of individuals being released from City Jail to CRU. The regional expansion will identify more individuals in need of substance use disorder treatment and link those individuals to services.

Diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes: Fort Bragg CRU has received no less than 40 referrals since January 2023 from the Ten Mile Branch of the Mendocino County District Attorney's Office for low-level offenders. These offenders are referred and typically ordered by the court and the Assistant District Attorney to report to CRU to begin services. CRU then reports back to the court on progress, often resulting in cases being dismissed or suspended pending the positive progress of referred clients. CRU additionally works with the victims of referred clients to ensure their active participation in the offender's rehabilitation (i.e., restorative justice).

This drug culture may be a factor in Mendocino County's rates of overdose deaths. According to County Health Rankings and Metrics, Mendocino County's

drug overdose death rate is 44 per 100k, nearly triple the rate for the state of California overall (17/100k). The challenges facing the County, and the prevalence of MHI, SUD, or living unhoused, are also demonstrated in reviewing crime rates:

statewide arrest rate of 25.1/1k; however, the violent crime rate is 202.3/100k, significantly below both the statewide (493.1/100k) and nationwide (380.7/100k). In 2021, 68% of arrests county-wide were for misdemeanor-level offenses. This illustrates the level of non-violent crime and the opportunities for interventions like CRU-C to demonstrate effectiveness in line with the existing program.

### Section 2. Community Engagement

The current Local Advisory Committee (LAC) Member Roster (Attachment E) and signed Letter of Agreement (Attachment F) are included as attachments to this application. The composition of the LAC has been carefully planned to ensure a broad and diverse set of viewpoints, experiences, and perspectives to offer input to the CRU-C program staff which represents the entire community in and around Fort Bragg. The current LAC roster includes members with professional experience as supportive service providers, representatives from the local educational system, two representatives from faith-based organizations, a member of the Latinx community, a previously-incarcerated member, a representative of the FBPD, a representative from the District Attorney's office, two local elected officials, a member of the native American community, and a medical doctor with experience working with SUDT.

In May and June 2024, the Fort Bragg Police Department conducted direct outreach with key stakeholders from the mental health, substance use, and homeless communities and advocacy groups to identify potential candidates to serve on the Local Advisory Committee. Outreach recipients were selected in accordance with the Proposition 47 focus on preventive and supportive programs for K-12 schools, victim services, and mental health and drug treatment initiatives. Outreach activities included presenting a comprehensive project overview, soliciting feedback from potential candidates, and obtaining recommendations for additional stakeholders.

Committee Member selection was guided by key priorities including a wide range of viewpoints, relevant work experience both in specialized fields and with targeted groups, and an ability to commit to the Committee meeting schedule. The final Member roster is built on a diversity of stakeholder types to ensure fairness and inclusivity—including behavioral health professionals, educators, elected officials, faith-based organization members, law enforcement, prosecution, social services providers, and key representatives of the community including Latinx and Pomo representations, individuals impacted by the Justice System, and a parent of a child experiencing mental health or substance use disorders. Other stakeholder types that the Committee is actively seeking to engage include public defenders, LGBTQIA+ advocates, and Village of Mendocino representatives. The coastal Mendocino County community is relatively small, with approximately 8,500 residents in the communities of Cleone, Fort Bragg, and Mendocino; as such, there is a limited pool of qualified candidates for the LAC, and FBPD is familiar with the entities and individuals with pertinent experience in this topic area. The LAC will meet publicly and will develop a process for filling seats that become vacant should any members leave the LAC in the future.

The Fort Bragg Police Department designed a set of guidelines for Advisory Committee meetings and public meetings—to inform the overall process and ensure a consistent meeting structure that is comprehensive and accessible. Advisory Committee members will commit to convening quarterly meetings starting no later than October 31, 2024. Regular meeting agendas will focus on, at

minimum: project updates, identifying and prioritizing needs for target areas and populations, identifying strategies to address those needs, developing and implementing the Prop 47-funded project, reviewing feedback from public meetings, and considering additional Committee Members from underrepresented

populations and groups. Minutes will be generated and archived for each Advisory Committee meeting and made available to the public.

Meanwhile, public meetings will similarly be held on a quarterly schedule and will present opportunities for broader community input. With an emphasis on inclusivity and to encourage maximum attendance, public meetings will be held in a neutral venue (i.e., not a police department or place of worship) and publicized through various channels including social media, local news outlets, on the lead agency's website, and via email subscription lists for interested stakeholders. Public meeting agenda will cover, at minimum: updates from key staff on project accomplishments, needs, and challenges; identifying and prioritizing needs for target areas and populations; identifying strategies, programs, and/or services to address needs; collecting recommendations for increased public involvement and inter-agency collaboration; and overviewing the efforts of collaborators. These guidelines help to ensure overall transparency and accountability in the project's development and implementation.

Proposition 47 Local Advisory Committee Membership Roster (Attachment E)

#### Fort\_Bragg\_Prop\_LAC\_Membership\_Roster.pdf

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

#### Fort Bragg Prop 46 LAC Letter of Agreement.pdf

Section 3. Project Description

The overall program goal is to reduce recidivism rates and divert from the criminal justice system individuals living with MHI, SUD, and non-violent, low-level offenders.

The project objectives are: 1) reduce recidivism via supportive services, 2) improve self-sufficiency via employment assistance, 3) improve housing/family stability via legal services navigation; 4) provide case management; 5) facilitate in-patient treatment via stabilization beds; 6) improve access to transitional housing; 7) improve life function and resilience; and 8) improve service delivery through LAC collaboration.

Approximately 14% of FBPD calls within the last year involved MH, with a similar proportion resulting in arrests. By deploying CRU resources and partnering with MCHC, these calls can now be addressed in many cases without arrest. The program has numerous successful examples, including clients who transitioned from dozens or hundreds of police contacts and multiple 5150 holds over a three-year period to zero follow up contacts over a 1+ year period after program participation. The CRU model is effective in reducing recidivism, and Prop 47 funding will allow the program to expand in partnership with MCSO and serve a larger portion of the community, increasing public safety and improving outcomes.

The referral process is driven via calls for service to the FBPD/MCSO. Clients are contacted immediately or as soon as possible depending on CRU member availability. Clients are also referred from the DA's Office, Public Defender, probation, and by Peace Officers who contact them during their duties. The program accepts referrals from social services agencies, walk-ins at FBPD, family members, and institutions such as schools, hospitals, or private counselors.

Following referral to the FBPD or MCSO and initial screening, referrals to the

appointment with the appropriate MCHC staff such as the Lead Housing Navigator, Outreach Coordinator, Vocational Program Manager, or Wellness Center Coordinator, all of whom perform intakes/referrals

Clients screening uses a risk/needs assessment tool in use by the CRU program. The tool includes demographics, housing status, MHI and SUD information including medications, diagnosis, prior MH services, and SUDT. It also covers medical information and income or state benefits enrollment status. The client's level of need dictates the volume of time allotted for CRU assistance and referrals are ranked for level of needs. Upon handoff to MCHC, a triage process assesses safety, shelter, MH, immediate medical/dental/vision, and medication needs. Triage also assesses enrollment status in public health benefits. If any information was already collected by CRU-C, that documentation is used. Clients have access to an MH professional and begin enrollment in MH Services; those in need of shelter are referred to MCHC's Hospitality House, and those seeking MCHC's other services are routed accordingly.

Respite shelter bed referrals can be made by personal drop off or electronic referral. A bed is earmarked for CRU-C when working on placement arrangements for clients. Access to TH beds will be tentatively approved in the case plan before the client enters an institutional facility. No later than two weeks before scheduled facility exit, the client must contact MCHC and begin the TH Assessment process. This will include an updated Coordinated Entry Screening, a TH Application, and a post facility exit case plan.

The triage tool will assess immediate needs of clients and allow the formulation of a case plan. MH services are determined by the initial intake, and the care plan is based on multiple assessments. A Bio-Psycho-Social Assessment produces an MH diagnosis and directs the client to appropriate care. A secondary diagnosis may identify drug and alcohol disorders needing addressed. Additionally, the Adult Needs and Strengths Assessment (ANSA) helps to further refine the level of care, track behavioral improvements, and monitor outcomes. All clients receive Care Management, which aids with daily living needs, processing referrals and making appointments, transportation, and includes MH rehabilitation and therapy. The MCHC Wellness Center provides 18 separate weekly classes ranging from Life Skills to Anger Management and Recovery Support Group sessions.

The CRU-C Program anticipates serving at least 140 non-duplicated individuals over the grant performance period, with subsets also receiving services such as employment counseling, civil legal services, case management, stabilization beds, and TH placements.

The assessment will create a case plan identifying length and duration of services. Duration of services will vary but will continue until all case plan goals are met with a 6-month open case file to provide sustainability and supportive service. Other services available include housing navigation, employment skills programs, classes, and Street Medicine.

The case plan emphasizes community partnerships by not duplicating services while providing wraparound support with case meetings between providers. The small community around Fort Bragg allows service providers to collaborate effectively, with entities such as Redwood Community Services, Project Sanctuary, and the County of Mendocino also providing services. This collaborative structure is facilitated through oversight boards and informal collaboration.

Roles/Responsibilities will be assigned by a Program Manager based on resource availability. A case plan will establish different roles to meet the individual's needs. Mental Health providers will document assessments and progress within an

progress in non-clinical programs in the Homeless Management Information System.

The FBPD/MCSO screening tool is designed to address barriers faced by clients—including questions that address past trauma, cultural/ethnic backgrounds, gender identity, and accessibility needs. This approach ensures needs are properly identified. Staff undergo yearly training on cultural competency, trauma, gender identity, and accessibility.

Staff are trained in the principles of restorative justice and work with the legal system to ensure comprehensive support. The CRU-C commonly works with clients' victims regarding the client's services—allowing victims, who often know their offender, to be part of the restorative process. This buy-in from family members is critical in keeping clients progressing.

The MCHC Wellness Center serves anyone in the community experiencing mental illness; target populations will continue to be Full-Service Partner (FSP) participants/eligible clients, many of whom have been incarcerated. All referrals receiving MH Service will be evaluated for FSP. By following evidence-based practices, MCHC clients see a reduction in symptoms and stigma and are more receptive to MCHC services including Specialty MH.

All MCHC employees receive no less than 10 hours/year of cultural competency training covering race, gender, age, veteran status, sexual preference, and cultural designations. MCHC employees are trained in Trauma Informed Care at onboarding and twice annually. Staff uses the Mendocino County language phone line to communicate with non-English speaking clients and/or have partnerships for in-person Spanish translation. In alignment with restorative justice principles, MCHC staff are experienced in leveraging clients' strengths—including their support network—to empower individuals during recovery.

MCHC implements a whole-person care approach to services. Shelter/housing stability is at the core of service, as the people we serve cannot progress on their other barriers from the street or an unstable living situation. Our MH services are provided according to a Care Plan, the goals of which are developed by the client. Our properties are safe and staffed by a culturally responsive and professional staff that understands the importance of and are trained to deliver trauma-informed care. MCHC's staff includes many individuals with lived experience. Six of MCHC's staff have been unhoused, five have personal experience with mental health issues, six have alcohol or other drug recovery experience, and six were prior MCHC clients. Also, one board seat is reserved for someone with lived unhoused experience; the current Board President was a social services worker; and one Board member is a retired psychiatrist with 50 years of experience providing local MH services.

The FBPD's CRU is already a successful program. Hiring the additional CRU Member and Administrative Assistant will begin upon award announcement to implement services upon agreement execution. Policy/procedure development with the MCSO for the CRU expansion will begin upon award announcement. Expanding services beyond Fort Bragg will begin immediately on October 1, 2024, via training with an experienced CRU Member. The training process for the new CRU Member is expected to take no more than 30 days.

MCHC will adhere to a similar timeline. This will include immediate hiring for the full-time Mental Health Provider, Services Coordinator, and Administrative Assistant. Concurrently, MCHC will implement the reserved bed spaces—including

use, and monitoring of reserved beds.

The existing CRU program has met the goal of Prop 47 to reduce recidivism rates and relieve the criminal justice system of low-level violent offenders. The partnership between the County DA's Office forwarding low-level nonviolent offenders to CRU in lieu of incarceration embodies Prop 47. The CRU program also meets the intent of AB 1056. CRU connects those in the criminal justice system to job skills training, case management, and civil legal services.

The CRU Program does not supplant the criminal justice system; it supports it. FBPD have not reduced enforcement efforts after introducing the CRU Program, rather criminal cases for low-level offenders are now accompanied by CRU Program assistance to address MH or SUD issues. Since the program's introduction, FBPD has been more effective at addressing felony-level crimes due to less time spent addressing issues related to SUD and MH.

One of the most exciting portions of the project is access to stabilization and transitional beds. Our CRU Team has been successful at getting people into inpatient rehab and out of custody, but limited options for temporary housing hinder progress.

The current CRU program is funded through the Behavioral Health Justice Intervention Services through March 31, 2025. This funding covers two full-time CRU Members and leverages \$55,261 per quarter for the first two quarters of this grant award period. Beyond the already leveraged \$110,522, FBPD will continue to pursue outside funding sources to maintain the existing CRU Program. Without external funding, FB City Council and Administration will consider extending the current CRU Program indefinitely; this represents up to \$773K in potential additional leveraged funds.

Bibliography (optional) Healthy Mendocino :: Indicators :: Mendocino County Indicators. Accessed June 2024

> https://www.healthymendocino.org/index.php? module=indicators&controller=index&action=dashboard&alias=alldata&localeId=26

> Healthy Mendocino :: Indicators :: Priority Area: Substance Abuse. Accessed June 2024. https://www.healthymendocino.org/indicators/index/dashboard? id=195294909009373879

Mendocino County Arrest Data Summary. Accessed June 2024. https://www.vera.org/california-state-of-incarceration/county/Mendocino

Mendocino County Census Data. Accessed June 2024. https://data.census.gov/profile/Mendocino County, California? g=050XX00US06045

Proposition 47 Project Work Plan (Attachment H)

Fort Bragg Project Work Plan.pdf

Section 4. Project Captain Thomas O'Neal of the Fort Bragg Police Department will be responsible Evaluation and Monitoring

for monitoring the startup at both the Police Department and at MCHC. This is anticipated to include (1) working closely with Mr. Paul Davis, Executive Director of MCHC, to receive updates on the hiring process of new staff members, (2)

and procedures regarding the deployment of MCHC's new staff members related to the project. The City of Fort Bragg will assist MCHC during the hiring process by leveraging its Human Resources Department for recruiting and evaluating candidates.

Captain O'Neal and Mr. Davis will convene meetings no less than once every two weeks following the Proposition 47 grant award announcement to ensure both the Police Department and MCHC are prepared for the implementation period beginning October 1, 2024. Meeting minutes will be maintained and presented to the Advisory Committee to provide updates on the current status of the project. Captain O'Neal will additionally be responsible for coordinating with the Mendocino County Sheriff's Office on developing policies and procedures for the expansion of the Care Response Unit into the more rural areas surrounding the City of Fort Bragg. Lastly, the Administrative Assistant hired at the Police Department will ensure the successful and timely completion of grant deliverables related to implementation and service delivery periods. The PD Admin Assistant will also support Captain O'Neal and Mr. Davis in the evaluation of the program, tracking data provided by the MCHC, FBPD and CRU-C SSL, presenting the data for interpretation, and supporting the drafting of evaluation analysis and documents. The following process and outcome measures are proposed within this project:

Process Measure (PM).1) Provide services related to reducing recidivism, increasing diversion, and increasing access to mental health services to no fewer than 120 non-duplicated individuals over the grant performance period. Outcome Measure (OM).1) At least 40% of the clients who receive services will see in a reduction in the frequency of police contacts, incarceration, or being placed on mental health holds (5150 W&I) during the three years following the end of the grant period.

- PM.2) Provide support with employment, education, and training opportunities for no fewer than 70 unduplicated individuals.
- OM.2) At least 30 individuals will obtain some form of documented employment.
- PM.3) Provide linkage to civil legal services to no fewer than 140 unduplicated individuals.
- OM.3) Client exit surveys following civil legal services show at least 75% of the clients found the service beneficial.
- PM.4) Provide case management to no fewer than 130 unduplicated individuals.
- OM.4.1) At least 50% of clients receiving case management services subsequently received alcohol or other drug recovery services
- OM.4.2) At least 10% of unhoused clients receiving case management procure permanent housing
- OM.4.3) At least 75% of unstably housed clients receiving case management services avoid a return to homelessness during the project performance period
- PM.5) Provide stabilization beds prior to inpatient treatment or other non-local services for no fewer than 15 unduplicated individuals.
- OM.5) A minimum of 10 unduplicated individuals transition from stabilization beds to inpatient treatment or other non-local services.
- PM.6) Provide transitional housing for no fewer than 15 clients who are exiting incarceration, inpatient treatment, or seeking permanent housing.

OM.6) A minimum of 7 unduplicated individuals exit transitional housing for permanent housing within six months.

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fewer than 150 individuals over the grant performance period. OM.7) Individuals demonstrate an average 9-point improvement in ANSA scores each year for services received

PM.8) Make at least two adjustments as needed to service delivery based on input from the Local Advisory Committee.

OM.8) The project meets at least 90% of deliverables described in this work plan and effectively utilizes at least 90% of the proposed budget.

Baseline and outcome data will be based on a review of a client's past history with the criminal justice system, including contacts with law enforcement. Evaluations related to recidivism and diversion will be based on a reduction in incidents of incarceration and a reduction of negative contacts with law enforcement. Mendocino County already shares data related to recidivism related to incarceration; the Mendocino County Sheriff's Office and the Fort Bragg Police Department have agreed to share data related to police contacts involving clients with signed Release of Information agreements.

Additionally, the Fort Bragg Police Department and MCHC will share data related to the number and types of services a client has received, and where a signed Release of Information agreement can be located. Data-sharing agreements will be signed and in place for all non-public information prior to October 1, 2024. The Advisory Committee will review the types of data shared and the effectiveness of the agreements; based on findings, the Committee will receive recommendations on whether the agreements need to be modified.

Section 5. Budget Attachment (Project Budget Table and Budget Narrative)

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#### Fort Bragg Prop 46 Budget Attachment.xlsx

Project Director's

Phone Number

Tott_bragg_Prop_40_budget_Attachment.AbX		
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	Thomas O'Neal	
Project Director's Title	Police Captain-Patrol and Social Services Division Commander	
Project Director's Physical Address	250 Cypress Street Fort Bragg California 95437 US	
Project Director's Email Address	toneal@fortbragg.com	

LINGING LAGITIDOS

Financial Officer

Laura Bianchi

Financial Officer's

Title

Government Accountant-I

Financial Officer's

Physical Address

416 N Franklin Street

Fort Bragg California 95437 US

Financial Officer's Email Address

Ibianchi@fortbragg.com

Financial Officer's Phone Number

+17079612823

Day-To-Day Program Thomas

Contact

O'Neal

Day-To-Day Program Fort Bragg Police Department

Contact's Title and

Agency/Department/Organization

Day-To-Day Program 250 Cypress Street

Contact's Physical Address

Fort Bragg California 95437 US

Day-To-Day Program toneal@fortbragg.com

Contact's Email Address

Day-To-Day Program +17079612800

Contact's Phone

Number

Day-To-Day Fiscal

Contact

Thomas O'Neal

Day-To-Day Fiscal

Fort Bragg Police Department

Contact's Title with

Agency/Department/Organization

Day-To-Day Fiscal Contact's Physical

Address

250 Cypress Street

Fort Bragg California 95437 US

Day-To-Day Fiscal Contact's Email

toneal@fortbragg.com

Address

+17079612800

Day-To-Day Fiscal Contact's Phone

Name of Authorized Officer*	Isaac Whippy
I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.	checked
Date of Assurance	6/10/2024
Authorized Officer's Title and Agency/Department	City Manager-City of Fort Bragg
Authorized Officer's Physical Address	416 N Franklin Street Fort Bragg California 95437 US
Authorized Officer's Email Address	iwhippy@fortbragg.com
Authorized Officer's Phone Number	+17079612823
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/. Download, complete, and upload where prompted.

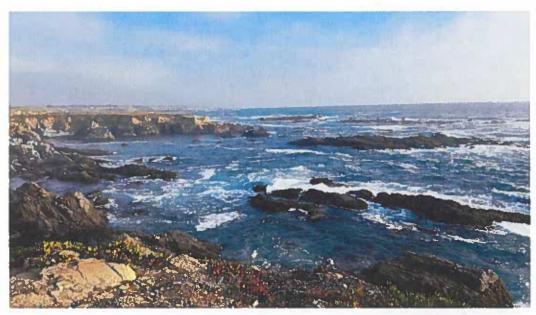
Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Grant Subaward

#### Fort\_Bragg\_Criteria\_for\_NGO\_BSCC\_Subawards\_Signed.pdf

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

#### Fort\_Bragg\_Certification\_of\_Compliance\_Signed.pdf

Attachment G: Governing Board



## Fort Bragg Police Department Proposition 47 Evaluation Plan

Care Response Unit - Coastal Expansion



Prepared By:

Thomas O'Neal Mellisa Johnson Jason Morse

March 31, 2025

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### Introduction

The Care Response Unit – Coastal (CRU-C) Program is a three-pronged approach to expand the availability of mental health treatment, including treatment of substance use disorders, and diversion services on the Mendocino Coast.

- 1. Expand the Fort Bragg Police Department's Care Response Unit south to the Village of Mendocino and north to Cleone. This includes hiring one full-time Social Services Liaison-Care Response Unit member to expand in-person services beyond the City, and one part-time Administrative Assistant to manage grant documentation and evaluation tasks.
- 2. Expand services provided by the Mendocino County Hospitality Center (MCHC). This includes the full-time staffing of a Mental Health Provider, Services Coordinator, and Administrative Assistant.
- 3. Expand temporary and transitional housing access to the Care Response Unit. This includes reserving one stabilization bed at the Hospitality House and six transitional housing beds at the Hospitality Center.

### **Project Background**

A steadily increasing number of individuals living on the streets and calls to law enforcement for low-level offenses resulted in the City of Fort Bragg's creation of a Care Response Unit (CRU) in 2022. This new unit, housed in the City's Police Department (FBPD), deployed two Social Service Liaisons (SSL) and collaborated with Mendocino Coast Hospitality Center (MCHC) as a supportive service provider to divert individuals from the criminal justice system to supportive services. CRU operates with a proactive approach and its SSLs wear street clothes and do not carry weapons or handcuffs, which fosters trust and rapport with clients. Prop 47 funding provides an opportunity to expand CRU's reach to the unincorporated areas north of the city limits to Cleone, and south to the village of Mendocino in partnership with the Mendocino County Sheriff's Office (MCSO).

Fort Bragg holds a population of 6,983 while the broader County of Mendocino has a 91,601 populace. The total population of the communities of Fort Bragg, Cleone, and Mendocino Village is approximately 8,500.

The data available from the current CRU Program shows that it is effective in reducing documented calls for service involving individuals with mental health illness (MHI) and reducing the disproportionate arrest rate of individuals with MHI. A recent survey of residents and key leaders in Mendocino County ranked the three most significant health problems in the County as mental health issues, alcohol and drug abuse, and homelessness.

In the 12-month period ending April 30, 2024, the MCSO received 132 calls for service related to substance use and mental health crises in the unincorporated areas of the Mendocino coast.

According to the MCSO, many of the calls to law enforcement come in simply because citizens do not have any alternative but to call 911.

The CRU-C will take an "upstream" approach before law enforcement interventions and make services and connections prior to the need for law enforcement. The 132 calls for service represent calls that would have been best served by non-law enforcement. Although the underlying issues surrounding MHI, SUD, and homelessness are not criminal in nature, the spoils of these issues, including theft, are criminal. To take an "upstream" approach prior to law enforcement intervention, connections must be made proactively. The CRU-C program will allow properly trained SSLs to intervene before and shortly after contacts with the criminal justice system.

There are currently no programs comparable to the CRU-C program in the proposed geographies, and there are limited MHI and SUDT providers in the region. To serve the larger population and geographic area outside the city limits, the FBPD will enter into a memorandum of understanding or other agreement with the MCSO and will have a dedicated physical space for a Social Services Liaison within the MCSO substation in the Mendocino township. This represents a first step to greater collaboration, information sharing, and service coverage that will likely benefit not only the law enforcement agencies but also the residents and target population on the Mendocino coast. Should this project be successful, it will provide a clear road map for future CRU expansions beyond what is currently proposed.

The CRU-C will target adults who have been arrested, charged, and/or detained by the criminal justice system and have a history of low-level crimes that can largely be attributed to living with untreated or undertreated serious MHI, SUD, and/or a lack of housing. This target population is measurable given that some contact with law enforcement will be a prerequisite for participation in the program and can be tracked by program staff.

While Mendocino County is known for its natural beauty, it is equally well known as part of the Emerald Triangle, the three-county region historically serving as a hub of cannabis. While the cannabis economy has largely collapsed, the culture of drug use and drug misuse has been deeply entrenched for many decades. This has also led to significant economic challenges within the County, with 19.1% of residents living below the poverty line compared to 12.2% statewide.

The existing CRU program served approximately 540 individuals from October 2023 through May 2024; of these individuals, approximately 58% identified as white, with another 22% identifying as Hispanic; approximately 49% were unhoused, and only 1% identified as members of the LGBTQIA+ community. 56% identified as men, with the remaining 44% identifying as women. The demographics of the expanded CRU-C program are expected to align with these current statistics, given the similarities between the areas already served by CRU and the proposed expansion area.

The Fort Bragg Police Department Care Response Unit works closely with an LGBTQIA+ advocate who was previously employed under a past grant that ended on May 31, 2024. This individual continues to volunteer for the Police Department as part of "Project Right Now" which is the youth arm of the Care Response Unit. Fifty percent of the Care Response Unit staff is bilingual, and frequently provides training and services to our Spanish-speaking community. The Prop 47 Advisory Committee additionally contains one advocate from the Latinx Community. The Fort Bragg Police Department has been participating in the nation-wide 30x30

initiative with the goal of 30% of sworn law enforcement positions being held by women by 2030. This goal was achieved by the Fort Bragg Police Department in December of 2024.

The intent of Proposition 47 is to address issues of public safety and education—by providing targeted funding for programs and initiatives aimed at improving outcomes for K-12 students in public schools, supporting trauma recovery centers, and providing support for mental health treatment, substance abuse treatment, and diversion programs. This project seeks to expand CRU capacity in surrounding areas to assist individuals experiencing crises related to MHI, SUD, or other judgment-related impairments. The project will ultimately enable the FBPD and MCSO to divert these case types to area mental health providers and thus increase their ability to focus on investigating and preventing crime. This project aligns with Proposition 47 priorities through the following elements:

Mental health treatment: The project will increase the ability of the CRU-C to connect individuals to mental health treatment. In turn, this expands and protects mental health services provided by the MCHC and expands mental health treatment regionally through transportation options.

Substance abuse treatment: The Fort Bragg CRU team has assisted 48 individuals with finding beds in in-patient rehabilitation facilities since January 2023, including the transport of individuals being released from City Jail to CRU. The regional expansion will identify more individuals in need of substance use disorder treatment and link those individuals to services.

Diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes: Fort Bragg CRU has received no less than 40 referrals since January 2023 from the Ten Mile Branch of the Mendocino County District Attorney's Office for low-level offenders. These offenders are referred and typically ordered by the court and the Assistant District Attorney to report to CRU to begin services. CRU then reports back to the court on progress, often resulting in cases being dismissed or suspended pending the positive progress of referred clients. CRU additionally works with the victims of referred clients to ensure their active participation in the offender's rehabilitation (i.e., restorative justice).

This drug culture may be a factor in Mendocino County's rates of overdose deaths. According to County Health Rankings and Metrics, Mendocino County's drug overdose death rate is 44 per 100k, nearly triple the rate for the state of California overall (17/100k). The challenges facing the County, and the prevalence of MHI, SUD, or living unhoused, are also demonstrated in reviewing crime rates: the County's adult arrest rate is 26.8 per 1k population over 18, exceeding the statewide arrest rate of 25.1/1k; however, the violent crime rate is 202.3/100k, significantly below both the statewide (493.1/100k) and nationwide (380.7/100k). In 2021, 68% of arrests countywide were for misdemeanor-level offenses. This illustrates the level of non-violent crime and the opportunities for interventions like CRU-C to demonstrate effectiveness in line with the existing program.

### **Process Evaluation Method and Design**

The evaluation aims to measure the effectiveness of CRU-C in:

- Reducing recidivism via supportive services
- Improving self-sufficiency via employment assistance
- Improving housing/family stability via legal services navigation
- Providing case management
- Facilitating in-patient treatment via stabilization beds
- Improving access to transitional housing
- · Improving life function and resilience
- Improving service delivery through LAC collaboration.

#### **Data Collection and Analysis**

 Client Tracking: Data on police contacts, incarceration rates, and service engagement will be collected through the Fort Bragg Police Department (FBPD), MCHC, and the Mendocino County Sheriff's Office (MCSO).

In 2023, approximately 14% of FBPD calls involved MH, with a similar proportion resulting in arrests. By deploying CRU resources and partnering with MCHC, these calls can now be addressed in many cases without arrest. The program has numerous successful examples, including clients who transitioned from dozens or hundreds of police contacts and multiple 5150 holds over a three- year period to zero follow-up contacts over a 1+ year period after program participation. The CRU model is effective in reducing recidivism, and Prop 47 funding will allow the program to expand in partnership with MCSO and serve a larger portion of the community, increasing public safety and improving outcomes.

Risk/Needs Assessments: The CRU-C team will use standardized tools to track client
progress, including demographic data, housing status, medical/mental health history, and
employment status.

Clients' screening uses a risk/needs assessment tool in use by the CRU program. The tool includes demographics, housing status, MHI and SUD information including medications, diagnosis, prior MH services, and SUDT. It also covers medical information and income or state benefits enrollment status. The client's level of need dictates the volume of time allotted for CRU assistance, and referrals are ranked for level of needs. Upon handoff to MCHC, a triage process assesses safety, shelter, MH, immediate medical/dental/vision, and medication needs. Triage also assesses enrollment status in public health benefits. If any information was already collected by CRU-C, that documentation is used. Clients have access to an MH professional and begin enrollment in MH Services; those in need of shelter are referred to MCHC's Hospitality House, and those seeking MCHC's other services are routed accordingly.

The triage tool will assess immediate needs of clients and allow the formulation of a case plan. MH services are determined by the initial intake, and the care plan is based on multiple assessments. A Bio-Psycho-Social Assessment produces an MH diagnosis and directs the client to appropriate care. A secondary diagnosis may identify drug and alcohol disorders that need to be addressed. Additionally, the Adult Needs and Strengths Assessment (ANSA) helps to further refine the level of care, track behavioral improvements, and monitor outcomes. All clients receive Care Management, which aids with daily living needs, processing referrals and making appointments, transportation, and includes MH rehabilitation and therapy. The MCHC Wellness Center provides 18 separate weekly classes ranging from Life Skills to Anger Management and Recovery Support Group sessions.

The assessment will create a case plan identifying length and duration of services. Duration of services will vary but will continue until all case plan goals are met with a 6-month open case file to provide sustainability and supportive service. Other services available include housing navigation, employment skills programs, classes, and Street Medicine.

The case plan emphasizes community partnerships by not duplicating services while providing wraparound support with case meetings between providers. The small community around Fort Bragg allows service providers to collaborate effectively, with entities such as Redwood Community Services, Project Sanctuary, and the County of Mendocino also providing services. This collaborative structure is facilitated through oversight boards and informal collaboration.

The FBPD/MCSO screening tool is designed to address barriers faced by clients including questions that address past trauma, cultural/ethnic backgrounds, gender identity, and accessibility needs. This approach ensures needs are properly identified. Staff undergo yearly training on cultural competency, trauma, gender identity, and accessibility.

Staff are trained in the principles of restorative justice and work with the legal system to ensure comprehensive support. The CRU-C commonly works with clients' victims regarding the client's services allowing victims, who often know their offender, to be part of the restorative process. This buy-in from family members is critical in keeping clients progressing.

A case plan will establish different roles to meet the individual's needs. Mental Health providers will document assessments and progress within an Electronic Health Records system, and non-clinical staff will document and track progress in non-clinical programs in the Homeless Management Information System.

• Client Surveys: Exit surveys and follow-up assessments will gauge client satisfaction and perceived service effectiveness.

#### **Program Monitoring and Oversight**

- Leadership Responsibility: Captain Thomas O'Neal (FBPD) and Paul Davis (MCHC) will oversee project implementation, staffing, and evaluation efforts.
- Local Advisory Committee: Quarterly meetings to track progress, address challenges, gather feedback, and make adjustments as necessary.

A Local Advisory Committee (LAC) was formed to provide project oversight. The LAC roster includes members with professional experience as supportive service providers, representatives from the local educational system, two representatives from faith-based organizations, a member of the Latinx community, a previously-incarcerated member, a representative of the FBPD, a representative from the District Attorney's office, two local elected officials, a member of the native American community, and a medical doctor with experience working with SUDT.

In May and June 2024, the Fort Bragg Police Department conducted direct outreach with key stakeholders from the mental health, substance use, and homeless communities and advocacy groups to identify potential candidates to serve on the Local Advisory Committee. Outreach recipients were selected in accordance with the Proposition 47 focus on preventive and supportive programs for K-12 schools, victim services, and mental health and drug treatment initiatives. Outreach activities included presenting a comprehensive project overview, soliciting feedback from potential candidates, and obtaining recommendations for additional stakeholders.

Committee Member selection was guided by key priorities including a wide range of viewpoints, relevant work experience both in specialized fields and with targeted groups, and an ability to commit to the Committee meeting schedule. The final member roster is built on a diversity of stakeholder types to ensure fairness and inclusivity—including behavioral health professionals, educators, elected officials, faith-based organization members, law enforcement, prosecution, social services providers, and key representatives of the community including Latinx and Pomo representations, individuals impacted by the Justice System, and a parent of a child experiencing mental health or substance use disorders. Other stakeholder types that the Committee is actively seeking to engage include public defenders, LGBTQIA+ advocates, individuals with lived experience related to SUD and MH, and Village of Mendocino representatives. The coastal Mendocino County community is relatively small, with approximately 8,500 residents in the communities of Cleone, Fort Bragg, and Mendocino; as such, there is a limited pool of qualified candidates for the LAC, and FBPD is familiar with the entities and individuals with pertinent experience in this topic area. The LAC will meet publicly and will develop a process for filling seats that become vacant should any members leave the LAC in the future.

The Fort Bragg Police Department designed a set of guidelines for Advisory Committee meetings and public meetings—to inform the overall process and ensure a consistent meeting structure that is comprehensive and accessible. Advisory Committee members will commit to convening quarterly meetings starting no later than October 31, 2024. Regular meeting agendas will focus on, at minimum: project updates, identifying and prioritizing needs for target areas and populations, identifying strategies to address those needs, developing and implementing the Prop 47-funded project, reviewing feedback from public meetings, and considering additional Committee Members from underrepresented populations and groups. Minutes will be generated and archived for each Advisory Committee meeting and made available to the public.

• Stakeholder Meetings: Initial meeting to inform the community about the grant and program, answer questions, and gather feedback. Subsequent annual meetings to report on program performance, gather input and feedback, and answer questions.

Public meetings will similarly be held on a quarterly schedule and will present opportunities for broader community input. With an emphasis on inclusivity and to encourage maximum attendance, public meetings will be held in a neutral venue (i.e., not a police department or place of worship) and publicized through various channels including social media, local news outlets, on the lead agency's website, and via email subscription lists for interested stakeholders.

Public meeting agenda will cover, at minimum: updates from key staff on project accomplishments, needs, and challenges; identifying and prioritizing needs for target areas and populations; identifying strategies, programs, and/or services to address needs; collecting recommendations for increased public involvement and inter-agency collaboration; and overviewing the efforts of collaborators. These guidelines help to ensure overall transparency and accountability in the project's development and implementation.

#### **Process Measures (PM):**

The following actions will be implemented to achieve desired outcomes:

- PM.1: Provide services related to reducing recidivism, increasing diversion, and increasing access to mental health services to no fewer than 120 non-duplicated individuals over the grant performance period.
- **PM.2**: Provide support with employment, education, and training opportunities for no fewer than 70 unduplicated individuals.
- PM.3: Provide linkage to civil legal services to no fewer than 140 unduplicated individuals.
- PM.4: Provide case management to no fewer than 130 unduplicated individuals.
- PM.5: Provide stabilization beds prior to inpatient treatment or other non-local services for no fewer than 15 unduplicated individuals.
- PM.6: Provide transitional housing for no fewer than 15 clients who are exiting incarceration, inpatient treatment, or seeking permanent housing.
- PM.7: Conduct Adult Needs and Strengths Assessment (ANSA) upon intake on no fewer than 150 individuals over the grant performance period.
- PM.8: Make adjustments as needed to service delivery based on input from the Local Advisory Committee.

### **Outcome Evaluation Method and Design**

Baseline and outcome data will be based on a review of a client's history with the criminal justice system, including contacts with law enforcement.

Evaluations related to recidivism and diversion will be based on a reduction in incidents of incarceration and a reduction of negative contacts with law enforcement. Mendocino County already shares data related to recidivism related to incarceration; the Mendocino County Sheriff's Office and the Fort Bragg Police Department have agreed to share data related to police contacts involving clients with signed Release of Information agreements.

Additionally, the Fort Bragg Police Department and MCHC will share data related to the number and types of services a client has received, and where a signed Release of Information agreement can be located. Data-sharing agreements will be signed and in place for all non-public information prior to October 1, 2024. The Advisory Committee will review the types of data shared and the effectiveness of the agreements; based on findings, the Committee will receive recommendations on whether the agreements need to be modified.

The following outcome measures will be used to evaluate the success of the program:

# **Outcome Measures (OM):**

- OM.1: At least 40% of the clients who receive services will see in a reduction in the frequency of police contacts, incarceration, or being placed on mental health holds (5150 W&I) during the three years following the end of the grant period.
- OM.2: At least 30 individuals will obtain some form of documented employment.
- OM.3: Client exit surveys following civil legal services show at least 75% of the clients found the service beneficial.
- OM.4.1: At least 50% of clients receiving case management services subsequently received alcohol or other drug recovery services
- OM.4.2: At least 10% of unhoused clients receiving case management procure permanent housing
- OM.4.3: At least 75% of unstably housed clients receiving case management services avoid return to homelessness during the project performance period.
- OM.5: The use of stabilization beds increased the Care Response Unit's ability to connect individuals with in-patient rehabilitation services.
- OM.6: This process measure will allow us to compare the effectiveness of Care
  Response Unit services and lasting outcomes between unhoused and temporarily housed
  clients.
- OM.7: Individuals demonstrate an average 9-point improvement in ANSA scores each year for services received
- OM.8: The project meets at least 90% of deliverables described in this work plan and effectively utilizes at least 90% of the proposed budget.

# Reporting and Continuous Improvement

- Quarterly Reports: Progress reports will be submitted to the Board of State and Community Corrections
- Annual Evaluation: Annually, an internal comprehensive analysis of outcomes and recommendations for program adjustments will be conducted.
- Final Report: A summative evaluation report will document program impact, challenges, and lessons learned at the conclusion of the grant period.

# Conclusion

The CRU-C Program is a critical initiative designed to reduce recidivism, improve mental health and substance use treatment access, and enhance community safety. The structured evaluation plan ensures accountability, measures impact, and informs future policy and funding decisions.

# **Project Logic Model**

Goal: To reduce recidivism rates and divert from the criminal justice system individuals living with mental health illnesses, substance abuse disorder, and

### non-violent low-level offenders

nputs

Social Services Llaison Administrative Assistant Staff training Coordination with Mendocino County Sheriff's Office Deployment of Care Response Unit program to unincorporated areas Mendocino Coast **Hospitality Center** Stabilization beds and transitional housing Collaboration with Local Advisory Committee (LAC) Referrals from DA Public Defender

Probation

Jail Re-Entry Team

# Activitie

reduce recidivism and mental health holds Provide employment, education, and training opportunities Provide legal civil services Case management Alcohol or drug recovery Permanent housing Avoid home essness Stabilization beds Transitional housing Conduct Adult Needs Assessments Collaborate with LAC Participation in Behavioral Health Court Homeless Services

Continuum of Care

Provide services to



Number of individuals served as well as reduced recidivism and mental health holds Number of individuals with documented employment Number of individuals receiving beneficial civil legal services Number of individuals receiving alcohol or drug recovery services Number of individuals procuring permanent and transitional housing

receiving in-patient rehabilitation services Individuals demonstrating 9-point improvement in ANSA scores

Project achieves 90% of deliverables

Connections and enrollment into mental health services

Number of individuals



# **Outcomes**

Decrease the likelihood of recidivism among the target population through linkages to supportive services and ongoing support in navigating both the criminal justice and social service systems upon initial contact with law enforcement when appropriate

Improve the self-sufficiency of the target population through assistance with employment, education, and training opportunities following diversion into the CRU-Coastal program

Improve housing and family stability by providing civil legal services, such as assistance with restraining orders for crime victims, navigating the Family Court process, and responding to or assisting with eviction notices and other threats to housing

Improve individual follow-through with criminal justice and family court obligations through case management following diversion to the CRU-Coastal program

Increase the likelihood of target population enrollment in inpatient substance use treatment or other non-local services by providing stabilization beds in partnership with the Mendocino Coast Hospitality Center (partner CBO) after the individual agrees to enroll in services

Decrease recidivism among the target population through the provision of transitional housing for individuals exiting incarceration, inpatient treatment, or when working to become housed

Provide services tailored to individual needs that help improve life functioning and resiliency

Improve service delivery through active engagement with the Local Advisory Committee throughout the grant term

#		

# CITY OF FORT BRAGG SERVICES AGREEMENT with MENDOCINO COAST HOSPITALITY CENTER

### WITNESSETH:

WHEREAS the State of Cal	ifornia Board of State and Community Corrections ("BSCC" or
"Grantor") has awarded the City gra	ant funds under the Proposition 47 Safe Neighborhoods and Schools
Grant Program ("Prop 47") in the ar	nount of Two Million Five Hundred Twenty-One Thousand Five
Hundred Fifty-Five Dollars (\$2,521	,555) ("Grant Funds") and such Grant Funds having been accepted
by the Fort Bragg City Council on	, 20 ([Resolution] No); and

WHEREAS City desires to utilize One Million Five Hundred Thirty-Seven Thousand Six Hundred Fifty-Eight Dollars (\$1,537,658) of said Grant Funds to fund the [Diversion, Outreach, and Opportunities for Recovery] ("Program Name") Program for the grant performance period beginning , 2025, through June 30, 2028;

WHEREAS City desires to provide through this program secure and respectful outreach and engagement for adults, youth, and families experiencing unsheltered homelessness, including those with histories of chronic homelessness, serious psychiatric disabilities, and co-occurring substance use disorders; and

WHEREAS the City desires to utilize the services of Contractor as an independent contractor to perform special services to or for City's program; and

WHEREAS Contractor is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to City;

NOW, THEREFORE, it is agreed that City does hereby retain Contractor to provide the services as more fully described herein, and Contractor accepts such engagement, subject to the General Terms and Conditions hereinafter specified in this Agreement, including all Exhibits and attachments hereto.

[Agreement continues on following page]

# **GENERAL TERMS AND CONDITIONS**

### 1. Term

The term of this Agreement shall begin on the Effective Date and end on June 30, 202\_\_, unless terminated earlier in accordance with Section \_\_\_\_ of this Agreement. This Agreement may be extended by mutual written agreement of the Parties, depending on availability of funds.

### 2. Compensation

For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto as funding permits. In no event shall City be obligated to pay any amount in excess of One Million Five Hundred Thirty-Seven Thousand Six Hundred Fifty-Eight Dollars (\$1,537,658) over the term of this Agreement, the amount mutually agreed upon by the Parties in developing the Budget Detail and Payment Provisions.

If City overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to City, or at City's option, permit City to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other Agreement.

In the event Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by City, State of California, or the United States Government, the Contractor shall promptly refund the disallowance amount to City upon request, or at its option City may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by Contractor to City in a timely manner and consistent with the terms specified in Exhibit B. In no event shall City be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B. Each invoice must include a detailed description of the Services provided, including any receipts or supporting documentation for expenses incurred.

The City may withhold payment for any Services that are not completed to the satisfaction of the City or that are not in accordance with the terms of this Agreement.

### 3. Independent Contractor Status

INDEPENDENT CONTRACTOR STATUS: No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an Independent Contractor. Contractor is not the agent or employee of the City in any capacity whatsoever, and City shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care,

retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold City harmless from any and all liability which City may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents, and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of City.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state, county, and City laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures, and currently approved methods and practices in his/her field and that the sole interest of City is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the City agency concerned.

Notwithstanding the foregoing, if the City determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, City may upon two (2) week's written notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

# 4. Purchase Requests

The Contractor agrees to submit written purchase requests to the City for approval prior to the procurement of the following items:

- 1. Any fixed asset valued at \$3,500 or more per item, including but not limited to equipment, machinery, and vehicles.
- 2. Incentives or stipends, including but not limited to gift cards and client support items not mentioned in Exhibit F, intended for distribution or use in connection with this agreement, regardless of value.
- 3. Any food and beverages purchased for events or other activities under the scope of this contract. Food and beverages purchased for internal meetings will not be approved.
- 4. Any training or professional development programs, including but not limited to seminars, workshops, courses, or certifications that involve a cost to the City outside of staff time.

The Contractor shall submit such requests in advance of any purchase, including details of the intended items, estimated cost, and purpose, for review and written approval by the City. No purchase shall be made without the prior written approval from the City.

# 5. Compliance with Laws and Regulations

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold City harmless from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes, and regulations.

Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify City by telephone. Contractor shall promptly submit to City a written report, in such form as may be required by City of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor 's sub-contractor, if any; (3) name and address of Contractor 's liability insurance carrier; and (4) a detailed description of the accident and whether any of City 's equipment, tools, material, or staff were involved.

Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the City the opportunity to review and inspect such evidence, including the scene of the accident.

### 6. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor 's profession. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor 's work by City shall not operate as a waiver or release. If City determines that any of Contractor 's work is not in accordance with such level of competency and standard of care, City in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with City to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Termination)or (d) pursue any and all other remedies at law or in equity.

# 7. Reporting and Performance Monitoring

The Contractor agrees to submit regular reports to the City on the status of the service operations, including but not limited to the number of individuals served, outcomes of case management services, and any issues or challenges encountered.

The City reserves the right to conduct periodic inspections or audits of the Contractor's operations to ensure compliance with the terms of this Agreement and the quality of services provided.

The City may request modifications to the Services based on the results of such monitoring or performance evaluations, which shall be subject to mutual written agreement between the Parties.

### 8. Termination

**Termination for Convenience**: The City may terminate this Agreement for any reason by providing thirty (30) days' written notice to the Contractor.

Termination for Cause: Either party may terminate this Agreement immediately in the event of a material breach by the other party that is not cured within fifteen (15) days after written notice of such breach.

Effect of Termination: Upon termination, the City shall pay the Contractor for all Services satisfactorily rendered up to the date of termination. The Contractor shall promptly return to the City any City-owned property or funds that are not used for services provided under this Agreement.

### 9. Indemnification and Insurance

INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the Contractor's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of City. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the City maintain in force those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein.

WORKERS' COMPENSATION: Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor 's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from CITY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and Contractor further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. Contractor shall furnish to City certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and Contractor shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

### 10. Confidentiality

The Parties agree to keep confidential any personal, medical, or sensitive information regarding the individuals served and any other confidential information of the other party.

The obligations under this Section shall survive the termination of this Agreement.

### 11. Conflict of Interest

The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

### 12. Notices

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To CITY: CITY OF FORT BRAGG

[Department]
[Number] [Street]

Fort Bragg, CA 95437

Attn: Program Administrator or Designee

To CONTRACTOR: MENDOCINO COAST HOSPITALITY CENTER

### P.O. BOX 2168

Fort Bragg, CA 95437 Attn: Paul Davis

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

# 13. Use of City Property

Contractor shall not use City property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

# 14. Equal Employment Opportunity Practices Provisions

Contractor certifies that it will comply with all Federal, State, and local laws, rules, and regulations pertaining to nondiscrimination in employment.

Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

Contractor shall, if requested to so do by the City, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

If requested to do so by the City, Contractor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

The Contractor shall include the provisions set forth in this paragraph in each of its subcontracts

### 15. Drug-Free Workplace

Contractor and Contractor's employees shall comply with the City's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any City facility or work site. If Contractor

or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a City facility or work site, the Contractor, within five days thereafter, shall notify the head of the City department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

# 16. Energy Conservation

Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

# 17. Compliance with Licensing Requirements

Contractor shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, Contractor shall display licenses in a location that is reasonably conspicuous. Upon City's request, Contractor shall file copies of same with the City Executive Office.

### 18. Audits; Access to Records

The Contractor shall make available to the City, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the City, and shall furnish to the City, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the City may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall 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.

The Contractor shall 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.

The 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.

### 19. Documents and Materials

Contractor shall maintain and make available to City for its inspection and use during the term of this Agreement, all Documents and Materials. Contractor's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by City), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the City's last payment to Contractor under this Agreement.

# 20. Non-Appropriation

If City should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, City may unilaterally terminate this Agreement only upon thirty (30) days written notice to Contractor. Upon termination, City shall remit payment for all products and services delivered to City and all expenses incurred by Contractor prior to Contractor's receipt of the termination notice.

### 21. Choice of Law

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

### 22. Venue

All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

### 23. Advertising or Publicity

Contractor shall not use the name of City, its officers, directors, employees, or agents, in advertising or publicity releases or otherwise without securing the prior written consent of City in each instance.

### 24. Entire Agreement

This Agreement, including all attachments, Exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between City and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any Exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

### 25. Modification of Agreement

This Agreement may be supplemented, amended, or modified only by the mutual Agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

### 26. Assurance of Performance

If at any time the City has good objective cause to believe Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, City may request from Contractor prompt written assurances of performance and a written plan acceptable to City, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of City's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

### 27. Survival

The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification, Ownership of Documents, Conflict of Interest, and Confidentiality shall survive termination or expiration for three (3) years.

# 28. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

### 29. Intellectual Property Warranty

Contractor warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("Contractor Products") to be provided by Contractor in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. Contractor hereby grants to City, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize Contractor Products to the extent reasonably necessary to use the Contractor Products in the manner contemplated by this Agreement.

Contractor further warrants and represents that it knows of no allegations, claims, or threatened claims that the Contractor Products provided to City under this Agreement infringe any patent, copyright, trademark, or other proprietary right. In the event that any third party asserts a claim of infringement against the City relating to Contractor Products, Contractor shall indemnify and defend the City.

In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for City the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

# 30. Electronic Copies

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

### 31. Digital Signatures

Digital and Counterpart Signatures. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The above statutes authorize use of an electronic signature for transactions and contracts among parties in California, including a government agency, so long as certain conditions are met. "Digital signature" is a type of electronic signature and is defined as "an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature", and shall be reasonably relied upon by the parties. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting the one and the same instrument and shall be binding on the parties hereto.

### 32. Attorneys' Fees

In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

# 33. Exhibits and Incorporation

The following Exhibits are attached and incorporated into this Agreement by this reference as though fully stated and set forth herein:

Exhibit A Scope of Work

Exhibit B Budget Detail and Payment Provisions

Exhibit C Insurance Requirements

Exhibit D
Non-Discrimination Clause & Civil Rights Compliance
Exhibit E
HIPAA Business Associate Agreement
Client Support Items
Mandatory Subcontract/MOU Language for BSCC Grantees
Attachment A
Attachment B
Invoice

# 34. Authority.

The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF FORT BRAGG  By: Name: Title: City Manager  Date:	MENDOCINO COAST HOSPITALITY CENTER By: Name: Paul Davis Title: Executive Director Date:		
Attest:  By: Name: Title: City Clerk Date:			

[END OF GENERAL TERMS AND CONDITIONS]

### **EXHIBIT A**

### **Definition of Services**

Contractor agrees to provide the following services (the "Services") to the City:

### Overview

California Proposition 47, also known as the Safe Neighborhoods and Schools Act, was a criminal justice reform initiative passed by California voters on November 4, 2014. The proposition was designed to reduce certain nonviolent crimes from felonies to misdemeanors, aiming to lower the state's prison population, reduce the economic burden of incarceration, and redirect funds toward support for mental health services, drug treatment programs, and school safety programs. Proposition 47 grant funding is administered by the Board of State and Community Corrections.

This Agreement with Mendocino Coast Hospitality Center (CONTRACTOR) is funded through the Cohort 4 allocation of Proposition 47. As such, CONTRACTOR must comply with all rules and regulations of the Proposition 47 Program.

The overall program goal is to reduce recidivism rates and divert from the criminal justice system individuals living with MHI, SUD, and non-violent, low-level offenders. The project objectives are 1) reduce recidivism via supportive services; 2) improve self-sufficiency via employment assistance; 3) improve housing/family stability via legal services navigation; 4) provide case management; 5) facilitate in-patient treatment via stabilization beds; 6) improve access to transitional housing; 7) improve life function and resilience; 8) improve service delivery through Local Advisory Committee collaboration.

### I. Contractor shall:

### A. Emergency Shelter Respite Bed

- 1. The Contractor will make available one (1) emergency shelter bed for Care Response Unit referrals and will be used for short-term referrals that require shelter while awaiting entry into residential treatment programs or other inpatient facilities.
  - a. The Care Response Unit will complete the approved respite referral form and submit it to the MCHC Services Coordinator. Referrals will be processed during MCHC operating hours, and the shelter intake will be scheduled for the soonest available intake time/day.
  - b. Respite referrals will have access to all emergency shelter services including bed space, meals, shower, and laundry services.
  - c. Respite referrals may be allowed to utilize the shelter during the hours of 9:00 AM 3:00 PM if deemed necessary by the CRU Team and with written approval from the MCHC Services Coordinator.
  - d. Respite referral clients who are on the MCHC banned list for a short-term duration for non-violent/non-threatening/non-dangerous infractions (bans with a duration less than six (6) months) will have their ban lifted upon request of the Care Response Unit. Referrals

who are on the MCHC banned list for infractions involving violent, threatening or dangerous behavior may have their ban lifted for the duration of the respite referral through an expedited appeal process upon the request of the Care Response Unit. Referrals of registered sex offenders will be denied.

- e. Respite referral clients will be expected to complete a Coordinated Entry intake within 72 hours of shelter entry. All other program requirements may be waived due to the short duration of stay.
- f. Respite referral clients will follow all shelter rules except those that have been waived as outlined above and will be subject to discharge from the shelter according to MCHC policies for rule infractions.

# B. Transitional Housing Beds

- 1. The Contractor will make available up to (6) Transitional Housing beds for Care Response Unit referrals and will be used for clients returning to the community from residential drug and alcohol treatment facilities, correctional facilities, or other inpatient facilities.
  - a. The Care Response Unit will complete the approved Transitional Housing referral form within seven (7) days of the client's entry into the program/facility and submit it to the MCHC Services Coordinator.
  - b. The transitional Housing application and intake process will begin within thirty (30) days of the client's scheduled exit from the facility/program. The client must meet income and homelessness qualifications to be considered for entry. Clients will be required to complete a Housing Sustainability and Case plan prior to entry and the plan must be approved by the Care Response Unit.
  - c. Clients returning from residential drug and alcohol programs will be required to have attended the program for no less than sixty (60) days, have completed the prescribed program ("graduated"), and provide a letter of recommendation from the facility.
  - d. Clients returning from correctional facilities will be required to submit a signed letter of recommendation from their parole/probation officer or from the facility staff.
  - e. Clients returning from inpatient mental health facilities will be required to submit a signed letter of verification that the client has been stabilized and can live independently.
  - f. Transitional Housing referral clients who are on the MCHC banned list for a short-term duration for non-violent/non-threatening/non-dangerous infractions (bans with a duration less than six (6) months) will have their ban lifted upon request of the Care Response Unit. Referrals who are on the MCHC banned list for infractions involving violent, threatening or dangerous behavior may have their ban lifted for the duration of the respite referral through an expedited appeal process upon the request of the Care Response Unit. Referrals of registered sex offenders will be denied.
  - g. Transitional Housing fees as outlined in Exhibit B will be provided by the CITY per this contract, and the CITY may revoke payment for any client it deems non-compliant or

who has been discharged from The Care Response Unit services. In such cases, MCHC may discharge the client from the Transitional Housing Program or allow the client to continue residence and services at the client's own expense.

- h. Clients admitted to the Transitional Housing program under this contract will be entitled to receive the full range of applicable services as outlined in sections C-H below.
- C. Provide Essential Services necessary to engage Care Response Unit referred clients.
  - 1. This includes facilitating connections with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care to eligible persons who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.
  - 2. Contractor shall provide referrals and confirmed linkages to address the eligible participants' physical, behavioral, and other health needs, and assist eligible participants in obtaining necessary services.
  - 3. Contractor shall document engagement and case notes for each client.

# D. Engage with eligible clients by:

- 1. Leading service coordination for individuals engaged, including assuming primary responsibility for developing and implementing goals and plans for each client in collaboration with the client, providing clients with support, guidance, and encouragement, and linking clients to other services and agencies that will support their journey.
- 2. Proactively engaging clients on the street, trying out-of-the-box ways of reaching clients who have been living on the street for many years and who may have significant trust, mental health, and substance use issues.
- 3. Equitably administering services by providing culturally responsive services and having multicultural staffing and case managers to engage and guide underserved participants throughout their participation and enrollment in services.
- 4. Operating services following non-discrimination policies and attending annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within services afforded.

# E. Coordinate with other agencies by:

- 1. Collecting, inputting, and using required Homeless Management Information System (HMIS) data as identified by the MCHSCoC HMIS Lead Agency, and adhering to all implementation guidelines developed under the MCHSCoC HMIS Policies and Procedures.
  - a. Contractor shall complete intake forms, including HMIS-required components, and input the collected data within the number of calendar days after the date of program entry as set forth by the MCHSCoC's HMIS Policies and Procedures.
  - b. Contractor shall update the status for participants who exit services in HMIS within the

- required calendar days of the actual exit date as set forth by the HMIS Policies and Procedures.
- c. This is required for persons engaged through contracted services. Failure to document or enter required information within two (2) weeks of the encounter may result in non-payment for these individuals.
- 2. Working with other Street Outreach and Street Medicine partners to develop strategies that help encourage individuals and families experiencing homelessness to take steps toward a path to recovery from homelessness.
- 3. Attending Multi-Disciplinary Team and Client Case Conference Meetings for specific individuals, as scheduled, and Criminal Justice—Human Services Collaborative meetings as invited.
- 4. Working independently, but in partnership and collaboration with the CITY Program Administrator and other Street Outreach providers to develop best practices that can be replicated with other clients.
- 5. Partnering with medical or law enforcement in the event of an emergency. With the nature of the population being served, there is a need to take precautions should a medical need or emergency arise. All project staff shall be trained on the appropriate emergency procedures needed to handle crises in the most effective manner possible.
- 6. Acting as liaison to, and consult with local partners and community agencies, including law enforcement organizations and first responders, to maintain coordination and excellent communication.
- 7. In collaboration with and under the guidance of the Program Administrator, providing support services to law enforcement agencies engaged in work with homeless encampments, provided those activities are linked to health and safety concerns.
- F. Utilize the Administrative Management Requirements outlined below:
  - 1. Operate, maintain, coordinate, and staff the resources necessary to provide contracted services.
  - 2. Provide supplies and equipment for the ongoing operations of services as needed.
  - 3. Track costs incurred, and ensure they are eligible for payment.
  - 4. Review all billing and ensure payments are timely, if applicable.
  - 5. Provide training and direction on Street Outreach services to staff, engaged community groups, and volunteers, as needed.
  - 6. Complete and submit reports on service activities, including unduplicated individuals served and costs of operation, as requested by CITY.

- 7. Coordinate with CITY and community-based organizations on administrative functions such as operations meetings, monitoring, and requested documentation, as necessary and appropriate.
- G. Achieve the following performance outcome measures for the life of the contract:
  - 1. Provide services related to reducing recidivism, increasing diversion, and increasing access to mental health services to no fewer than 120 non-duplicated individuals over the grant performance period.
    - a. At least 40% of the clients who receive services will see a reduction in the frequency of police contacts, incarceration, or being placed on mental health holds (5150 W&I) during the three years following the end of the grant period.
  - 2. Provide support with employment, education, and training opportunities for no fewer than 70 unduplicated individuals.
    - a. At least 30 individuals will obtain some form of documented employment.
  - 3. Provide linkage to civil legal services to no fewer than 140 unduplicated individuals.
    - a. Client exit surveys following civil legal services show at least 75% of the clients found the service beneficial.
  - 4. Provide case management to no fewer than One Hundred and Thirty (130) unduplicated persons.
    - a. At least 50% of clients receiving case management services subsequently received alcohol or other drug recovery services.
    - b. At least 10% of unhoused clients received case management procure permanent housing.
    - c. At least 75% of unstably housed clients receiving case management services avoid a return to homelessness during the project performance period.
  - 5. Provide stabilization beds prior to inpatient treatment or other non-local services for no fewer than 15 unduplicated individuals.
  - 6. Provide transitional housing for no fewer than 15 clients who are exiting incarceration, inpatient treatment, or seeking permanent housing.
    - a. Clients eligible for transitional housing must be mutually agreed upon between Care Response Unit and Mendocino Coast Hospitality Center.
    - b. Clients must adhere to a CRU developed client plan and all Contractor directives.
    - c. Once notified of a removal from the transitional housing program by CRU, the Contractor has up to 60 days to clear the bed or the Contractor will not be reimbursed.
  - 7. Conduct Adult Needs and Strengths Assessments (ANSA) upon intake on no fewer than 150

individuals over the grant performance period.

- a. Individuals demonstrate an average 9-point improvement in ANSA scores each year for services received.
- 8. Make adjustments as needed to service delivery based on the input from the Local Advisory Committee.
  - a. The project meets at least 90% of the deliverables described in this work plan and effectively utilizes at least 90% of the proposed budget.

# H. Agree to other conditions and responsibilities by:

- 1. Developing and maintaining policies and procedures for all aspects of Program operations including services, management plans, staff responsibilities, and staff coordination that address:
  - a. Eligibility criteria for project participation.
  - b. The rights and dignity of individuals to the fair and unbiased application of rules, second chances, and grievances.
  - c. Minimum documentation requirements as established by federal and state regulations.
- 2. Operating services in accordance with non-discrimination policies and attending annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within services.
- 3. Maintaining confidentiality of client files. This includes maintaining the physical security of client files by ensuring paper files are kept double-locked in a locking filing cabinet stored in a room with a locking door. This also includes maintaining the security of digital files by ensuring program staff computer stations meet the minimum standards established in the MCHSCoC HMIS Policies and Procedures.
- 4. Recruiting and maintaining a staff that is representative of the populations served and appropriately trained for services and other outreach activities.
- 5. Maintaining case documentation according to industry standards and strengths-based best practices.
- 6. Providing services that are strengths-based, person-centered, safe, effective, timely, and equitable, supported by friends, family, and the community; with an emphasis on promoting whole health, wellness, and recovery.
- 7. Ensuring that service frequency is individualized and based upon best practices related to the needs of each participant.
- 8. Making coordination of service care an integral part of service delivery which includes

- providing education and support to beneficiaries/family members as well as consulting with community partners including but not limited to: behavioral health service providers; physical care providers; schools (if appropriate); etc.
- 9. Utilizing the Housing First model set forth in California Welfare and Institutions Code Section 8255 of which the immediate and primary focus is on helping participants and families quickly access and sustain housing, followed by offering services to include mental and physical health, substance abuse, education, and employment.
- 10. Implementing and follow evidence-based service models, including Motivational Interviewing, Harm Reduction, Community Inclusion, and others as appropriate (e.g., Critical Time Intervention, etc.).
- 11. Pursuing authorization as an Enhanced Care Management (ECM) and Community Support (CS) provider with Partnership HealthPlan of California, the local Medi-Cal managed care plan.
- 12. Offering ECM/CS comprehensive care coordination and access to social supports for participants enrolled in Medi-Cal that meet California Advancing and Innovating Medi-Cal's (CalAIM) definition of "Populations of Focus," to enhance the quality of care and improve health outcomes for those served.
- 13. Coordinating care and services across physical, behavioral health, dental, developmental, and social service delivery systems.
- 14. Committing to a strong level of communication with participants' mental health treatment provider(s) as appropriate when concerns arise.
- I. Complete and submit reports on service activities, including unduplicated individuals served and costs of operation, as requested by CITY:
  - 1. Submit the following reports (Attachment A) with each invoice (Attachment B):
    - a. Report 1: Clients Served Report:
      - i. Itemized number of persons assisted during the reporting period.
    - b. Report 2: Ages of Clients Served:
      - i. Calculated total of all persons assisted during the reporting period, reported by age category and household type.
- J. Comply with the following:
  - 1. State of California and local laws and regulations, including all requirements and regulations set out in California State Health and Safety Code 50218.7, the State housing policy, and general provisions for the HHAP Program.
  - 2. All written program standards, pending development and approval by the CITY and the

# MCHSCoC.

3. Required collaboration with the MCHSCoC, Coordinated Entry System, and other homeless services agencies.

# II. CITY shall:

A. Provide payment according to the criteria of the invoice/reports and the attached Budget (Exhibit B).

[END OF DEFINITION OF SERVICES]

### **EXHIBIT B**

# **Payment Terms**

I. CITY will pay Contractor as per the following instructions:

All costs are based on an assumed 42-month period of performance.

Α	PERSONNEL SALARIES AND BENEFITS:	\$974,848
	• 1.0 FTE Services Coordinator: \$90,480 annually [\$316,680]	
	• 1.0 FTE Mental Health Provider: \$110,760 annually [\$387,660]	
	• 1.0 FTE Support Staff: \$54,080 annually [\$189,280]	
	• 0.5 FTE Shelter Manager: \$23,208 annually [\$81,228]	
В	OPERATING EXPENSES:	\$5,000
	• Supplies – Client support supplies: \$100 per client for up to 50 clients, totaling \$5,000	
С	ASSET PURCHASE EXPENSES:	\$77,750
	<ul> <li>Vehicle Purchase – allocation of \$60,000 total</li> </ul>	
	<ul> <li>IT Equipment – allocation of \$17,750 total</li> </ul>	
	o \$9,000 - Year 1	
	○ \$3,500 – Year 2	
	○ \$3,500 – Year 3	
	o \$1,750 - Year 4	
D	FACILITIES:	\$252,840
	• Hospitality Center – 8.0 hours/month at \$1,200 monthly [\$50,400]	
	• Shelter Beds – \$50 per night for 1 bed, totaling \$63,840	
1	• Transitional Housing Beds – \$550 per client/per month for 6 beds,	
E	totaling \$138,600 INDIRECT COSTS:	Up to
E	Up to 19% of Direct Costs (excluding OTHER COSTS Category)	\$227,220
	Months 1-12 - \$64,920	\$227,220
:	• Months 13-24 - \$64,920	
	• Months 25-36 - \$64,920	
000	• Months 37-42 - \$32,460	01 525 (50
CO	NTRACT TOTAL	\$1,537,658

- A. Submission of claims, reports, and invoices (Attachments A and B) will comply as follows:
  - Contractor shall submit original receipts and invoices for actual costs. This includes
     Contractor and subcontractor timesheets, payroll reports, and paycheck stubs for all invoices
     that include personnel expenses. Contractor is encouraged to utilize the BSCC time-tracking

sample form and salaries and benefits worksheet form sample form, which can be found at https://www.bscc.ca.gov/s\_bsccprop47/.

2. Contractor shall submit invoices (Attachment B) by the 30<sup>th</sup> day of the month for all services provided to clients in the previous month. Invoices shall be submitted to:

Program Administrator or Designee City of Fort Bragg Finance Department 416 N Franklin St. Fort Bragg, CA 95437

- 3. Invoices submitted 60 days past the due date must be accompanied by a letter explaining why the invoice is late. CITY has the sole authority to determine whether to approve or disapprove payment of the late invoice.
- 4. CITY shall not approve payment of funds until Contractor has filed all reports required under this Agreement.
- B. Mandatory approval is required prior to any line-item budget shifts.
- C. This is a one-time project, and Contractor should make no assumption of continued funding from CITY for this purpose at the end of this Agreement period.

Services and payments under this Agreement shall not exceed One Million, Five Hundred Thirty-Eight Thousand, and Five Hundred Sixty-Five Dollars (\$1,538,565) for the term of this Agreement.

[END OF PAYMENT TERMS]

### **EXHIBIT C**

# **Insurance Requirements**

- 1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to conduct business in California, rated "A", Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:
- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee (or employees) of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall

obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers make any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

- 2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- 4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit B and incorporated herein by this reference.

5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

[END OF INSURANCE REQUIREMENTS]



### EXHIBIT D

# Non-Discrimination Clause & Civil Rights Compliance

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure 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.

### EXHIBIT E

# **HIPAA Business Associate Agreement**

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into by and between the Mendocino Coast Hospitality Center ("Covered Entity") and the City of Fort Bragg ("Business Associate").

### RECITALS

WHEREAS, the Covered Entity may disclose certain Protected Health Information ("PHI") and Personally Identifiable Information ("PII") to the Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including the Privacy Rule and Security Rule codified at 45 CFR parts 160 and 164;

WHEREAS, the Covered Entity and the Business Associate wish to enter into this Agreement to ensure that the Business Associate will appropriately safeguard PHI and PII;

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

### 1. Definitions

- 1.1 Protected Health Information (PHI): Shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by the Business Associate from or on behalf of the Covered Entity.
- 1.2 Personally Identifiable Information (PII): Information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
- 2. Permitted Uses and Disclosures
- 2.1 The Covered Entity shall share PHI and PII of mutual clients only where the client has signed a release of information to share information with the Business Associate. The release of information must be updated annually and may be revoked by the mutual client at any time.
- 2.2 The Business Associate may use or disclose PHI and PII only for the purpose of performing services for the benefit of mutual clients, as specified in the client's signed release of information, or as required by law.
- 3. Obligations of Business Associate
- 3.1 The Business Associate agrees to not use or disclose PHI or PII other than as permitted or required by this Agreement or as required by law.

- 3.2 The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI and PII other than as provided for by this Agreement.
- 3.3 The Business Associate agrees to report to the Covered Entity any use or disclosure of PHI and PII not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI and PII.
- 3.4 The Business Associate agrees to ensure that any agents, including subcontractors, to whom it provides PHI and PII received from, or created or received by the Business Associate on behalf of the Covered Entity agree to the same restrictions and conditions that apply to the Business Associate with respect to such information.
- 3.5 The Business Associate agrees to make available PHI and PII in a designated record set to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR § 164.524.
- 3.6 The Business Associate agrees to make any amendments to PHI and PII in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy the Covered Entity's obligations under 45 CFR § 164.526.
- 3.7 The Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR § 164.528.
- 3.8 The Business Associate agrees to comply with the security standards for the protection of electronic PHI as outlined in 45 CFR part 164, subpart C.
- 3.9 The Business Associate agrees to not transmit PII over email and will use agreed-upon codes to identify mutual clients.
- 4. Term and Termination
- 4.1 Term: This Agreement shall commence on the Effective Date and shall continue until terminated by either party as provided herein.
- 4.2 Termination for Cause: Upon the Covered Entity's knowledge of a material breach by the Business Associate, the Covered Entity shall either:
- Provide an opportunity for the Business Associate to cure the breach or end the violation within a reasonable time. If the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, the Covered Entity shall terminate this Agreement.
- Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- 4.3 Effect of Termination: Upon termination of this Agreement for any reason, the Business Associate shall return to the Covered Entity or destroy all PHI and PII received from the Covered Entity, or

created, maintained, or received by the Business Associate on behalf of the Covered Entity, that the Business Associate still maintains in any form. The Business Associate shall retain no copies of the PHI and PII.

- 5. Miscellaneous
- 5.1 Regulatory References: A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
- 5.2 Amendment: The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 5.3 Interpretation: Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.
- 5.4 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COVERED ENTITY: Mendocino Coast Hospitality Center

BUSINESS ASSOCIATE: City of Fort Bragg

[End of HIPAA Business Associate Agreements]

# **EXHIBIT F**



# Mendocino Coast Hospitality Center

"... to shelter the homeless, feed the hungry, and provide a path to personal wellness and community connection..."

# Prop-47 Direct Client Spending Expense Pre-Approval

The grant budgets \$5,000 (\$100/client) for direct client spending. The following categories of spending

should be pre-approved:

Category	Items	Purpose	Exclusions
Transportation	Bus passes, gas gift cards	To provide clients with independent transport to appointments, work, job interviews, etc.	Mileage, unrestricted gift cards
Personal Care Items	Hygiene products, dental care items, incontinence supplies, etc.	To improve the client's health and hygiene	Appliances, makeup
Class/Educational Fees	Tuition, lucky deuce fees, seminars, parenting/anger management classes, etc.	To allow clients to participate in educational/self-help opportunities or to fulfill mandated legal obligations	Legal/court-imposed fees or fines
Lodging	Motel room	Specifically, for out-of-town medical appointments/procedures to ensure the client makes the appointment on time.	All other lodging
Housing Supplies	Basic Household items	To ensure that newly housed clients have household necessities	Major appliances, decorations
Clothing	Any clothing item	For clients lacking clean clothing, needing appropriate clothing (or uniform) for employment, etc.	Fashion Accessories
Medical items	Prescription, prescription eyewear, medical devices, etc.	To ensure healthcare needs are met.	

### **EXHIBIT G**

### MANDATORY SUBCONTRACT / MOU LANGUAGE FOR BSCC GRANTEES

Grant recipients awarded funding through the Board of State and Community Corrections (BSCC) <u>must</u> include specific language in all subcontracts/Memorandums of Understanding (MOUs) that use these monies for grant-funded project activities and expenditures. The following narrative is required, per contract with the BSCC:

Non-Discrimination Clause and Civil Rights Compliance: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

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.

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.

**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.



# ATTACHMENT A REPORTS



# **ATTACHMENT B**

### INVOICE

Your Company Name
Street Address

Invoice

DATE
Invoice
Invoice
INVOICE NUMBER

City, ST ZIP Code Phone E-mail

Bill To: Name

Company Name Street Address City, ST ZIP Code Phone E-mail

DESCRIPTION	AMOUNT	
Total	s .	

# THANK YOU FOR YOUR BUSINESS!

Remit Payment to:

Your Company Name Mailing Address City, ST ZIP Code



# **Date for Second LAC Meeting**

From Morse, Jason < JMorse@fortbraggca.gov>

Date Thu 4/3/2025 8:32 PM

To Morse, Jason < JMorse@fortbraggca.gov>

Bcc O'neal, Thomas <TOneal@fortbraggca.gov>; Johnson, Mellisa <MJohnson@fortbraggca.gov>; Cassandra Robbers <crobbers@fbusd.us>; Godeke, Jason <JGodeke@fortbraggca.gov>; ratorczynski@gmail.com <ratorczynski@gmail.com>; Randy Knutson <ranknut@gmail.com>; Rachelle@mendofood.org <Rachelle@mendofood.org>; Cervenka, Neil <NCervenka@fortbraggca.gov>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>; Bernie Norvell <norvellb@mendocinocounty.gov>; williamst@mendocinocounty.gov <williamst@mendocinocounty.gov>; pomochick14@yahoo.com <pomochick14@yahoo.com>; evillapando@gmail.com <evillapando@gmail.com>; b. Kilian <br/>

Hi everyone -

Based on the results of the scheduling poll, we will go ahead with Monday, May 19<sup>th</sup> at 5:30 for our second meeting.

The meeting location is TBD.

Please mark your calendars - I will send a reminder as we get closer to May 19th.

Thanks - I look forward to seeing you there.

Jason Morse Grants Analyst Fort Bragg Police Department



# **Prop 47 LAC Meeting Reminder**

From Morse, Jason <JMorse@fortbraggca.gov>
Date Sun 5/4/2025 11:18 AM

To O'neal, Thomas <TOneal@fortbraggca.gov>; Johnson, Mellisa <MJohnson@fortbraggca.gov>; Bernie Norvell <norvellb@mendocinocounty.gov>; Godeke, Jason <JGodeke@fortbraggca.gov>; Cassandra Robbers <crobbers@fbusd.us>; b. Kilian <bjkilian@gmail.com>; williamst@mendocinocounty.gov <williamst@mendocinocounty.gov>; ratorczynski@gmail.com <ratorczynski@gmail.com>; Rachelle@mendofood.org <Rachelle@mendofood.org>; pomochick14@yahoo.com <pomochick14@yahoo.com>; evillapando@gmail.com <evillapando@gmail.com>; Cervenka, Neil <NCervenka@fortbraggca.gov>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>; Randy Knutson <ranknut@gmail.com>

Hello everyone -

Now that it's May, I thought I would send a quick meeting reminder about our next Prop 47 LAC meeting.

Our next meeting will be held on Monday, May 19<sup>th</sup> at 5:30 pm at City Hall.

Thanks,

Jason Morse Grants Analyst Fort Bragg Police Department



# Re: Prop 47 LAC Meeting Reminder

From O'neal, Thomas <TOneal@fortbraggca.gov>

Date Sun 5/4/2025 11:57 AM

### Good Afternoon,

Please standby for the location of the LAC. We are looking for an alternate venue due to the construction at City Hall.

Thanks, Thomas

From: Jason Morse <jmorse@fortbragg.com>

Sent: Sunday, May 4, 2025 11:18 AM

To: O'neal, Thomas <toneal@fortbragg.com>; Johnson, Mellisa <MJohnson@fortbragg.com>; Bernie Norvell <norvellb@mendocinocounty.gov>; Godeke, Jason <JGodeke@fortbragg.com>; Cassandra Robbers <crobbers@fbusd.us>; b. Kilian <bjkilian@gmail.com>; williamst@mendocinocounty.gov <williamst@mendocinocounty.gov>; ratorczynski@gmail.com <ratorczynski@gmail.com>; Rachelle@mendofood.org <Rachelle@mendofood.org>; pomochick14@yahoo.com <pomochick14@yahoo.com>; evillapando@gmail.com <evillapando@gmail.com>; Cervenka, Neil <Ncervenka@fortbragg.com>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>; Randy Knutson <ranknut@gmail.com>

Subject: Prop 47 LAC Meeting Reminder

Hello everyone -

Now that it's May, I thought I would send a quick meeting reminder about our next Prop 47 LAC meeting.

Our next meeting will be held on Monday, May 19<sup>th</sup> at 5:30 pm at City Hall.

Thanks,

Jason Morse Grants Analyst



# Postponement of Next Week's LAC Meeting

From O'neal, Thomas <TOneal@fortbraggca.gov>

Date Mon 5/12/2025 3:20 PM

Cc Morse, Jason <JMorse@fortbraggca.gov>; Johnson, Mellisa <MJohnson@fortbraggca.gov>; Ponts, Jennifer <JPonts@fortbraggca.gov>

Local Advisory Committee (BCC),

Unfortunately, we will need to postpone the upcoming LAC Meeting for a few weeks. We have met with the City Attorney and he has confirmed that we should be following all Brown Act guidelines including posting our meeting on Legistar and allowing for public comment on any item on the agenda.

This means that we will need to release all of the prior correspondence related to the Committee. We will need a couple of weeks to get the meeting noticed, identify a location, and compile all of the correspondence to be attached in an agenda packet.

Jason will be reaching out to get a new date that works for most of you.

Thank you for your patience while we working on getting this Committee and program into a more even flow.

Respectfully, Thomas



# Canceled: Local Advisory Committee Meeting [In-person]

From Jason Morse <jmorse@fortbragg0.onmicrosoft.com>

Date Tue 5/13/2025 2:46 PM

- To O'neal, Thomas <TOneal@fortbraggca.gov>; Johnson, Mellisa <MJohnson@fortbraggca.gov>; Godeke, Jason <JGodeke@fortbraggca.gov>; ratorczynski@gmail.com <ratorczynski@gmail.com>; Randy Knutson <ranknut@gmail.com>; Cervenka, Neil <NCervenka@fortbraggca.gov>; williamst@mendocinocounty.gov <williamst@mendocinocounty.gov>; Bernie Norvell <norvellb@mendocinocounty.gov>; Rachelle@mendofood.org <Rachelle@mendofood.org>; evillapando@gmail.com <evillapando@gmail.com>; b. Kilian <bjkilian@gmail.com>; pomochick14@yahoo.com <pomochick14@yahoo.com>; Cassandra Robbers <crobbers@fbusd.us>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>
- Cc Rachelle Sutherland <outreach@fbfoodbank.org>

# **Prop 47 LAC Meeting Scheduling Poll**

From Morse, Jason <JMorse@fortbraggca.gov>
Date Wed 5/14/2025 8:53 PM

To O'neal, Thomas <TOneal@fortbraggca.gov>; Johnson, Mellisa <MJohnson@fortbraggca.gov>; Bernie Norvell <norvellb@mendocinocounty.gov>; Godeke, Jason <JGodeke@fortbraggca.gov>; Cassandra Robbers <crobbers@fbusd.us>; b. Kilian <bjkilian@gmail.com>; williamst@mendocinocounty.gov <williamst@mendocinocounty.gov>; ratorczynski@gmail.com <ratorczynski@gmail.com>; Rachelle@mendofood.org <Rachelle@mendofood.org>; pomochick14@yahoo.com <pomochick14@yahoo.com>; evillapando@gmail.com <evillapando@gmail.com>; Cervenka, Neil <NCervenka@fortbraggca.gov>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>; Randy Knutson <ranknut@gmail.com>

### Hello everyone -

Back to the drawing board...please indicate your availability for our next LAC meeting by participating in the scheduling poll by clicking <a href="here">here</a> or by emailing me. The time of the meeting is 5:30 and the dates under consideration are:

Monday, June 23rd Wednesday, June 25th Thursday, June 26th Monday, June 30th

Location of the meeting is TBD.

Thanks,

Jason Morse Grants Analyst Fort Bragg Police Department



# **Prop 47 LAC Meeting Date**

From Morse, Jason < JMorse@fortbraggca.gov>

Date Mon 5/19/2025 9:13 PM

To Morse, Jason < JMorse@fortbraggca.gov>

Bcc O'neal, Thomas <TOneal@fortbraggca.gov>; Johnson, Mellisa <MJohnson@fortbraggca.gov>; Bernie Norvell <norvellb@mendocinocounty.gov>; Godeke, Jason <JGodeke@fortbraggca.gov>; Cassandra Robbers <crobbers@fbusd.us>; b. Kilian <bjkilian@gmail.com>; williamst@mendocinocounty.gov <williamst@mendocinocounty.gov>; ratorczynski@gmail.com <ratorczynski@gmail.com>; Rachelle@mendofood.org <Rachelle@mendofood.org>; pomochick14@yahoo.com <pomochick14@yahoo.com>; evillapando@gmail.com <evillapando@gmail.com>; Cervenka, Neil <NCervenka@fortbraggca.gov>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>; Randy Knutson <ranknut@gmail.com>

# Hello everyone -

Based on the results of the scheduling poll, we will go ahead with Wednesday, June 25th as the date for our next Prop 47 Local Advisory Committee meeting. The location is TBD.

Please be sure to mark your calendars and I look forward to seeing you there.

I will also send a calendar invite.

Thanks,

Jason Morse Grants Analyst Fort Bragg Police Department



# Location of LAC Meeting on June 25th

From Morse, Jason <JMorse@fortbraggca.gov>

Date Fri 5/23/2025 2:57 PM

To Morse, Jason < JMorse@fortbraggca.gov>

Bcc Cervenka, Neil <NCervenka@fortbraggca.gov>; Randy Knutson <ranknut@gmail.com>; Godeke, Jason <JGodeke@fortbraggca.gov>; O'neal, Thomas <TOneal@fortbraggca.gov>; Johnson, Mellisa <MJohnson@fortbraggca.gov>; Bernie Norvell <norvellb@mendocinocounty.gov>; Rachelle@mendofood.org <rachelle@mendofood.org>; pomochick14@yahoo.com <pomochick14@yahoo.com>; kelseye@mendocinocounty.gov <kelseye@mendocinocounty.gov>; evillapando@gmail.com <evillapando@gmail.com>; b. Kilian <bjkilian@gmail.com>; Cassandra Robbers <crobbers@fbusd.us>; williamst@mendocinocounty.gov <williamst@mendocinocounty.gov>; ratorczynski@gmail.com <ratorczynski@gmail.com>

Hello everyone -

I have confirmed the location of our next LAC meeting. We will be meeting at the Fort Bragg Veterans Memorial Building at 360 Harrison Ave.

The meeting is scheduled for Wednesday, June 25th at 5:30 pm.

Thanks,

Jason