

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 941-22

PURCHASING AUTHORITY NUMBER (if Applicable)

BSCC-5227

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

COUNTY OF SONOMA**2. The term of this Agreement is:**

START DATE

MAY 1, 2023

THROUGH END DATE

OCTOBER 31, 2028**3. The maximum amount of this Agreement is:****\$2,993,420.00****4. The parties agree to comply with the terms and conditions of the following exhibits and attachments, which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Proposition 64 PH&S Grant Program Cohort 3 Application for Funding	27
Appendix A	Proposition 64 PH&S Grant Program Cohort 3 Scoring Panel Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Funds (attached separately)	2

* This item is hereby incorporated by reference and can be viewed at:

<http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

COUNTY OF SONOMA

CONTRACTOR BUSINESS ADDRESS

2550 Ventura Avenue

CITY

Sonoma

STATE

CA

ZIP

95403

PRINTED NAME OF PERSON SIGNING

TENNIS WICK

TITLE

Director of Administrative Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



09 May 23

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



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

**EXHIBIT A
SCOPE OF WORK**

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

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

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Prop 64 PH&S Grant Program is funded by a portion of tax revenue generated from the cultivation and retail sale of legal adult-use cannabis or cannabis products. \$150,000,000 is available from the combination of the Fiscal Year 2023-24 State Budget appropriation and prior fiscal year Budget Act appropriations for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Cohort 3 Grant Program, administered by the BSCC.

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA)

B. Grantee agrees to administer the project in accordance with Attachment 1: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals (incorporated by reference) and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

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

Authorized Officer with legal authority to sign:

Name: Tennis Wick
Title: Director, Permit and Resource Management Department
Address: 2550 Ventura Avenue, Santa Rosa, CA 95403
Phone: 707-565-1925
Email: tennis.wick@sonoma-county.org

EXHIBIT A SCOPE OF WORK

Designated Financial Officer authorized to receive warrants:

Name: James Walsh
Title: Accountant III
Address: 2550 Ventura Avenue, Santa Rosa, CA 95403
Phone: 707-565-1920
Email: james.walsh@sonoma-county.org

Project Director authorized to administer the project:

Name: Tyra Harrington
Title: Code Enforcement Manager
Address: 2550 Ventura Avenue, Santa Rosa, CA 95403
Phone: 707-565-1280
Email: tyra.harrington@sonoma-county.org

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

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Prop 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding.

5. REPORTING REQUIREMENTS

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

Progress Report Periods

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

Due no later than:

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

**EXHIBIT A
SCOPE OF WORK**

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

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

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

September 30, 2023
October 31, 2028

C. Other

Financial Audit

Due no later than:

October 31, 2028

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

6. PROJECT RECORDS

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

EXHIBIT A
SCOPE OF WORK

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

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Prop 64 PH&S Cohort 3 Scoring Panel (See Appendix A) from receiving funds awarded under the Prop 64 PH&S Cohort 3 RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Cohort 3 Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Cohort 3 Scoring Panel.
- B. In cases of an actual conflict of interest with a Prop 64 PH&S Cohort 3 Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. FINANCIAL AUDIT

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, October 31, 2028. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Quarterly Invoicing Periods:

1. May 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025
11. October 1, 2025 to December 31, 2025
12. January 1, 2026 to March 31, 2026
13. April 1, 2026 to June 30, 2026
14. July 1, 2026 to September 30, 2026
15. October 1, 2026 to December 31, 2026
16. January 1, 2027 to March 31, 2027
17. April 1, 2027 to June 30, 2027
18. July 1, 2027 to September 30, 2027
19. October 1, 2027 to December 31, 2027
20. January 1, 2028 to March 31, 2028
21. April 1, 2028 to April 30, 2028

Due No Later Than:

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

Final Invoicing Periods*:

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

Due no later than:

- August 15, 2028
December 15, 2028

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

- B. All grant project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project service period, April 30, 2028, and included on the final invoice

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

- C. The Final Local Evaluation Report is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1, 2028 to October 31, 2028 must be submitted during the Final Expenditure Periods, with the final invoice due no later than December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The financial audit is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the financial audit during the period of May 1, 2028 to October 31, 2028 must be submitted during the Final Expenditure Periods, with the final statement of expenditure due no later than December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

2. GRANT AMOUNT AND LIMITATION

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

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15th of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3). The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

of sufficient funding made available to the BSCC pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3)(C).

- B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals Cohort 3, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

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

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

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

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

5. PROMPT PAYMENT CLAUSE

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

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

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

8. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	\$1,701,720
2. Services and Supplies	\$12,500
3. Professional Services	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$800,000
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$50,000
6. Equipment / Fixed Assets	\$240,000
7. Data Collection / Enhancement	\$32,000
8. Program Evaluation	\$75,000
9. Sustainability Planning	\$50,000
10. Other (include travel & training costs)	\$7,200
11. Financial Audit	\$25,000
TOTALS	\$2,993,420

EXHIBIT C
GENERAL TERMS AND CONDITIONS

General Terms and Conditions – GTC 04/2017

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Proposition 64 PH&S Cohort 3 Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- D. Grantee shall immediately notify the BSCC if there is change in circumstances so that grantee no longer meets the eligibility criteria of the Proposition 64 PH&S Cohort 3 Program Request for Proposals. Grantee must immediately notify the BSCC if there is a change in grantee's nonprofit status or loss of good standing in the State of California (e.g., suspension or rescission of legal status by the Secretary of State for any reason, including but not limited to, failing to file forms, paying required fees, or making tax payments).

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

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

B. Fulfillment of Assurances and Declarations

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

C. Permits and Licenses

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

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

- 1) Books and Records

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

- 2) Access to Books and Records

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

4. PROJECT ACCESS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2028). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

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

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

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

9. SETTLEMENT OF DISPUTES

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

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

10. WAIVER

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

SECTION I - APPLICANT INFORMATION	This section requires information about the applicant (County/City), grant funds being requested, proposed project synopsis and project officials.
Name of Applicant 'Name' County or City of 'Name')	Sonoma County
Tax Identification Number	946000539
Grant Funds Requested - Whole dollars only	\$3,000,000 *Error in Budget. Only awarded \$2,993,420
Applicant's Physical Address	2550 Ventura Avenue Santa Rosa CA 95403 US
Applicant's Mailing Address (if different than physical address)	n/a
Mailing Address For Reimbursement Payments	2550 Ventura Ave Attn: Proposition 64 Accounting Santa Rosa CA 95403 US
Project Title	Prop 64 Cohort 3 County of Sonoma
Project Summary	Sonoma County Permit and Resource Management Department, Code Enforcement Section (CES) will expand the capability of cannabis enforcement and mitigate the effects of Proposition 64 using existing and new inspection and clerical staffing and aerial imagery. Existing and new Unmanned Aerial Vehicles (UAVs) will be combined with aerial images purchased from a non-governmental vendor to aid in the enforcement of cannabis regulations. Specifically, the CES will enhance current enforcement operations through hiring a dedicated term-limited CES cannabis inspector, hiring a dedicated term-limited clerical staff person, the purchase of periodic aerial imagery, and the addition/maintenance of UAVs, a 4-wheel drive vehicle, and an enhanced radio communication system. In addition, CES will increase their educational capacity for new and existing permitted cannabis cultivation sites through the creation of materials relating to best management practices (BMPs) and operational conditions.

Proposed Project County/City Size for Funding Distribution	Medium-sized county or a city within a medium-sized county
Project Purpose Areas (PPAs)	PPA 2: Public Health PPA 3: Public Safety PPA 4: Environmental Impacts
Lead Public Agency (LPA) Information	This sub-section requires information about the governmental agency with local authority of or within the county or city that will be acting as the LPA. Additionally, this section requires names and contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer with signing authority.
Lead Public Agency (LPA)	Permit and Resource Management Department (PRMD)
Project Director	Tyra Harrington
Project Director's Title	Code Enforcement Manager
Project Director's Physical Address	2550 Ventura Avenue Santa Rosa CA 95403 US
Project Director's Mailing Address (if different than physical address)	n/a
Project Director's Email Address	tyra.harrington@sonoma-county.org
Project Director's Phone Number	+17075651280
Financial Officer	James Walsh
Financial Officer's Title	Accountant III
Financial Officer's Physical Address	2550 Ventura Avenue Santa Rosa CA 95403 US

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

Financial Officer's Email Address **james.walsh@sonoma-county.org**

Financial Officer's Phone Number **+17075651920**

Day-To-Day Program Contact **Tyra Harrington**

Day-To-Day Program Contact's Title and Agency/Department/Organization **Code Enforcement Manager, County of Sonoma, Permit and Resource Management Department**

Day-To-Day Program Contact's Physical Address **2550 Ventura Ave
Santa Rosa
CA
95403
US**

Day-To-Day Program Contact's Email Address **tyra.harrington@sonoma-county.org**

Day-To-Day Program Contact's Phone Number **+17075651280**

Day-To-Day Fiscal Contact **Lily Avila**

Day-To-Day Fiscal Contact's Title with Agency/Department/Organization **Accounting Technician, County of Sonoma, Permit and Resource Management Department**

Day-To-Day Fiscal Contact's Physical Address **2550 Ventura Avenue
Santa Rosa
CA
95403
US**

Day-To-Day Fiscal Contact's Email Address **Lily.Avila@sonoma-county.org**

Day-To-Day Fiscal Contact's Phone Number **+17075651923**

Name of Authorized Officer*	Tennis Wick
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	10/26/2022
Authorized Officer's Title and Agency/Department	Director, Permit and Resource Management Department
Authorized Officer's Physical Address	2550 Ventura Avenue Santa Rosa CA 95403 US
Authorized Officer's Email Address	tennis.wick@sonoma-county.org
Authorized Officer's Phone Number	+17075651925
SECTION II - PROPOSAL ABSTRACT	The Proposal Abstract should provide a brief summary of the proposed project. This section will not be included in the rating of the proposal.

With this grant, the County of Sonoma will improve its enforcement capability and capacity to address the threats to public health, safety, and environmental degradation created by the passage of Proposition 64. The ability to improve visual access to cannabis cultivation will be improved through the purchase of periodic aerial imagery over unincorporated areas of the county, and through the purchase of new Unmanned Aerial Vehicles (UAVs) as well as repairs and updates to existing UAVs. Agency capacity will be enhanced by hiring one term-limited, CES Code Enforcement Inspector, for the five-year grant funding duration, and hiring one full-time term-limited Code Enforcement Senior Office Assistant for the five-year grant funding period.

In addition, CES will enhance inspector safety through the purchase of two-way radios to maintain communications between field staff and other agencies while inspecting both permitted and unpermitted cannabis cultivation sites. Normal field communication methods like cellular phones are unreliable in remote areas where many cultivation sites are located. In Sonoma County, these "dead zones" include vast areas along the coast and other remote inland areas. In an emergency situation, the use of radios with emergency responder communication systems built in will provide efficient, reliable, and potentially life-saving communications between inspection staff and emergency responders. A 4-wheel drive truck will further inspector safety by providing a vehicle suitable for travelling to very remote and difficult to access cultivation sites.

Additional grant activities will ameliorate environmental impacts from cannabis cultivation. Specifically, proactive educational support to cannabis cultivators will be provided by the creation and distribution of educational materials to both permitted and unpermitted cannabis cultivation sites. These will address Best Management Practices (BMPs) to mitigate potential environmental hazards, such as erosion control, site maintenance of crop areas, and proper chemical storage.

This grant will also promote the work of CES with allied agencies such as the State of California Fish and Wildlife Departments, Sonoma County District Attorney's Environmental Crime Unit, Sonoma County Water Board to identify and enforce environmental violations and crimes that result in the degradation of the environment.

Proposal Narrative
Instructions

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

Proposal Narrative

PROJECT NEED:

Element 1.1 - Describe the need(s) related to the impact of the passage of Proposition 64.

The passage of Proposition 64 (Prop 64) in 2016, and the subsequent adoption of local Sonoma County cannabis regulations in 2017, has resulted in the enforcement of cannabis related regulations being shifted from criminal law enforcement to a civil “land use” issue. The regulation and enforcement of an underground cash-based cannabis industry long associated with criminal activities, threats to public safety, and environmental degradation has transferred to the Permit and Resource Management Department (PRMD) Code Enforcement Section (CES). More recently, the inspection and monitoring of permitted cannabis cultivation sites for compliance with issued permit conditions is performed by CES staff assisting the County of Sonoma Department of Agriculture, Weights & Measures (AWM).

The increased demand on staff within CES to address the impacts of Proposition 64’s passage has exceeded current staffing capacity. Cannabis cultivation is no longer strictly a seasonal crop. The expanded use of greenhouses, "hoop houses," or other permanent structures, combined with several years of mild winters, has resulted in more and more year-round cultivation being observed. During the course of the grant funding, CES proposes a term-limited increase in inspection and clerical staffing to assist with this increased enforcement of permitted and unpermitted cultivation sites. CES also proposes purchasing improved portable radio systems to maintain critical communications between field inspection staff in remote locations and a 4-wheel drive truck to access these locations. In addition, the tools needed to address identification of sites by air (i.e., aerial imagery and UAVs) that were enhanced through the first Prop 64 grant, are ongoing needs. CES realizes that in this new environment, it is necessary to provide resources proactively to

cannabis cultivators to educate them on the best management practices (BMPs) that will support their efforts to grow cannabis sustainably and responsibly without the destruction or degradation of the county's land, water, air, and wildlife.

Element 1.2a - Demonstrate how the need(s) is related to Project Purpose Area (PPA) 1 - Youth Development /Youth Prevention and Intervention.

N/A

Element 1.2b - Demonstrate how the need(s) is related to other PPA(s) selected (if applicable).

PPA 3: Public Safety

Against this historical backdrop, the need for a proactive, consistent, and timely cannabis enforcement program is clear. The existing Sonoma County Cannabis Program efforts have created a regulatory and enforcement environment that has become more standardized and efficient. The use of aerial imagery and UAVs and their ability to gather evidence is well known throughout the industry. No longer are inspections avoided by cultivators denying consent to inspect or simply creating a cultivation site on extremely rural and isolated properties down unpaved roadways and behind locked gates. Today, these cultivation sites can be readily identified, and the photographic evidence collected by aerial imagery is very compelling to courts when an inspection warrant is requested. These images provide the basis of reasonable suspicion to support warrant applications needed to inspect unpermitted cannabis cultivation (See "Additional Information – Optional" Section). The review of current and historical aerial imagery also provide evidence when permitted sites expand their cultivation footprint without proper permits. In addition, the production of these aerial images allows the CES the ability to safely identify cultivation areas in a timely manner and proactively begin enforcement actions without relying on speculative complaints or historic images from on-line sources that may be months or years out of date. The acquisition of enhanced radio systems will facilitate these types of inspections in areas where traditional communication tools are not reliable.

PPA 4: Environmental Impacts

Using aerial imagery and UAVs to identify cultivation sites allows for the mitigation of the potential negative environmental impacts and is of paramount importance in the enforcement of cannabis regulations. Unregulated cannabis cultivation is associated with habitat destruction, pollution of waterways, illegal road construction, improper use of pesticides and fertilizers, extensive use of large diesel-powered generators, illegal water diversions, large amounts of trash, human waste, nonbiodegradable waste, and excessive water and energy use. CES seeks funding for additional resources to overcome these negative environmental impacts, maintain existing equipment, and purchase new tools to regulate and enforce unpermitted commercial cannabis cultivation more effectively. In

particular, CES will use grant funds to provide educational information relating to environmental preservation and mitigation. These mitigation measures include selecting and properly installing Best Management Practices (BMPs) for erosion and sediment control (e.g., straw wattles, silt fencing) and proper use and storage of chemicals, such as fertilizers, fungicides, and pesticides.

Element 1.3 - Provide local service gaps that contribute to the need for the proposed Proposition 64 project are identified.

The need is clear. The continuance and expansion of the CES proactive enforcement abilities benefits stakeholders which include the legal cannabis cultivators themselves by leveling the playing field for permitted cannabis cultivators and processors. Those in the legitimate cannabis industry produce a product that can cost considerably more than black market cannabis due to the extensive review and infrastructure requirements which affect all areas of cultivation activities. The citizens of Sonoma County are also key stakeholders that benefit from the elimination of unregulated and often environmentally hazardous cultivation methods that compete with permitted cannabis operations.

Element 1.4 - Provide relevant local qualitative and/or quantitative data with citations in support of the Prop 64 PH&S project need(s).

While impossible to know the exact number, in 2019, PRMD estimated that between 6,000 and 7,000 non-regulated commercial cannabis cultivation and production sites exist in Sonoma County. This estimate of sites that are uninterested or unable to become part of the legal cannabis industry has likely not changed. The previous Prop 64 grant award to Sonoma County in 2020 was based on data collected between 2017 and 2019 where fewer than 200 cultivation permits had been applied for and 20 had been issued.

In the years since 2019, Sonoma County has received just under 300 Use Permit, Zoning Permit, or Agriculture Permit applications for cannabis cultivation or manufacturing. The vast majority of these applications are categorized as Agriculture Cannabis Permits and these applications are reviewed, and permits issued by, AWM staff. Over 150 of these combined applications have been approved with the remaining balance assigned an application status of pending, denied, or withdrawn.

Element 1.5 - Describe the process that was used to determine the need(s), including soliciting input from key stakeholders (e.g. community, public, private).

CES collects data on all aspects of requests for inspections and complaints about potential cannabis cultivations, permitted and unpermitted alike. These leads are generated by state and local agencies as well as citizens, all of whom are key stakeholders within the county. Staff within CES and AWM, both field staff and management, are in constant communication about the issues

around cannabis cultivation that are threats to public safety and the environment. The concerns and need for support have been documented and agreed upon by both county agencies, and other program partners such as the Sonoma County Sheriff's Office.

Additionally, the use of aerial imagery has allowed CES to be a key collaborator for referrals/assistance and education of our program within the context of mutual aid for enforcement activities for unpermitted sites and also for those sites under permit review. These local regulatory partnerships include the Sonoma County Department of Agriculture, Weights and Measures and the Sonoma County Sheriff's Office. At the state level, CES and AWM provide regulatory assistance to the California Department of Cannabis Control, California Department of Fish and Wildlife, and the California North Coast Regional Water Quality Control Board. In addition, CES has developed policies and procedures for cannabis enforcement processes, including inspection warrant writing and UAV use that have been shared and emulated by Humboldt County, Nevada County, Yolo County and the nearby cities of Santa Rosa, Petaluma, and Windsor.

PROJECT DESCRIPTION:

Element 2.1 - Describe the proposed project that will address the need(s) discussed in the Project Needs section.

The protection of public health and safety and the elimination of negative environmental impacts will be accomplished with the use of increased staffing to review aerial and UAV imagery to identify cultivation sites along with any associated unpermitted grading of building pads and roadways. With these tools, large amounts of the 1,768 square mile county will no longer be inaccessible for inspection and new cannabis cultivation activities can be proactively identified and inspected and enter the abatement process very quickly without the need for submission of a complaint by the other agencies or the public. The acquisition a 4-wheel drive pickup and an enhanced portable radio system will allow communications with field inspection staff and other agencies and are critical to field staff safety during these inspections in remote locations where access is difficult and cellular phone service is unavailable.

Element 2.2 - Describe the proposed Proposition 64 goals and objectives and the impact that includes the relationship to the need and intent of the Proposition 64 grant.

The purpose of the Proposition 64 grant is enforcement of cannabis regulations and mitigation of the impacts created by cannabis legalization. The three CES and AWM primary goals are shown in Appendix L containing the Project Work Plan. These goals include:

PPA 3:

Goal 1: Increased identification and enforcement of unpermitted cannabis cultivation operations using UAVs, aerial imagery, and

additional inspection and clerical staffing to observe and assist with imagery review, site inspections, and violation noticing and record keeping documentation.

Goal 2: Improve enforcement efforts on permitted cannabis cultivation sites to reduce public safety impacts to Sonoma County residents using UAVs and aerial imagery to identify increased cannabis canopy and additional CES and AWM inspection staff to conduct site inspections to verify compliance with operational conditions.

PPA 4:

Goal 3: Mitigate the environmental impacts from all cannabis cultivation on the County of Sonoma. The use of UAVs and aerial images will enable the timely identification of unpermitted cultivation areas and the creation of new supporting infrastructure such as unpermitted grading of roadways, building pads, and structures. This is especially critical in areas where electrical needs are supplied through the use of portable generators and uninspected electrical methods and materials.

Element 2.3 - Provide rationale for the proposed Proposition 64 budget.

As discussed in the attached Proposed Budget and Budget Narrative, the largest expected project expense will be staff costs for a term-limited CES field inspector and a term-limited CES office assistant. The second largest expenditure of grant funds will be the purchase of replacement UAVs for staff use and the purchase of aerial imagery from a non-governmental organization provider. The increased safety of field inspection staff through the purchase of a 4-wheel drive pickup and the use of enhanced portable radio equipment is an important component as remote locations make the use cellular telephones unreliable for communications, especially in an emergency situation.

The remaining budget items include data collection, program evaluation, and a final financial audit at the conclusion of the grant funding period. These items are essential for the evaluation of grant fund expenditures for the current and possible future grant expenditures.

Element 2.4 - Describe the extent to which the proposed project will utilize existing resources or projects.

Sonoma County already has in place a Cannabis Ordinance which outlines both permitting requirements and enforcement provisions to abate unpermitted or permit non-compliant cannabis operations once they are identified. The additional information contained in aerial and UAV imagery greatly increases the efficiency of the processes already established. For example, since January 2021, CES has responded to approximately 300 cannabis related complaints which resulted in approximately:

- * 197 UAV flights confirming the presence of cannabis
- * 22 issued inspection warrants
- * 70 CES assisted AWM permit compliance inspections
- * 71,442 unpermitted individual cannabis plants discovered with a market value of over \$71,000,000.

The use of aerial imagery and UAVs are the most important and effective tools used to obtain these results.

Currently, CES has two inspection staff dedicated to initiating and responding to cannabis complaints. These existing staff are already FAA licensed UAV pilots and will continue to bring their time and expertise to the implementation of grant activities. In addition, the existing CES UAVs that are already in use, as well as one purchased through the current Prop 64 grant, will be used within the scope of work. With additional funding for new term-limited staffing as previously discussed, CES will have the resources to assist existing cannabis inspector staff with UAV flights, reviews of current and historical aerial imagery, updating and maintaining inspection and grant documentation, and the creation and service of inspection warrants.

Element 2.5 - Describe the experience, staffing, and/or partnerships your organization will use to implement the proposed project.

CES has developed a series of policies and processes and has dedicated two current Senior Code Enforcement Inspector positions to the current enforcement/mitigation grant. This has been an additional workload as these positions also have non-cannabis enforcement responsibilities as well. CES proposes to increase inspection capability by each adding a full-time, term-limited inspector and one full-time, term-limited clerical position for CES.

PROJECT EVALUATION:

Element 3.1 - Describe the plan to determine the staff and/or entity that will conduct the project evaluation and how monitoring activities will be incorporated in the various phases of the project.

The evaluation of Sonoma County's Proposition 64 grant will continue to be conducted by an evaluator contracted to evaluate the county's initial Proposition 64 grant activities, providing needed continuity for the project and staff.

As the new grant involves work within CES, the evaluation work will begin with a review of the current data collection, retention, and storage processes. Existing CES staff and the evaluator are well-versed in Proposition 64 grant expectations and reporting. Both will work to review current data collection methods and procedures and assess the need for additional data collection and tracking of grant activities to ensure strong ability to measure and report process- and outcome-related objectives. The current spreadsheet developed and

well-utilized for the county's current Proposition 64 grant will be reviewed and amended to capture and report the newly proposed CES related goals and objectives. Additional internal policies and practices and training may be created by management to ensure CES inspection staff have clear direction for consistent data entry and tracking.

Throughout project implementation and the service delivery period, the Project Work Plan (Appendix L) will serve as an initial guide to monitor the implementation of the project activities. The Logic Models and Local Evaluation Plan will provide additional support for monitoring implementation. Perhaps the most fundamental way to monitor implementation of planned project activities as well as the accomplishment and measurement of goals and objectives is the QPR process. Each quarter, the grant team convenes to discuss project updates, progress on goals and objectives, successes, and challenges to implementation, and solutions that addressed any challenges. This process provides a quarterly mechanism to revisit any activities that are in process or not able to be implemented as planned, solutions, and scheduled activities that will be taking place in specific timeframes. These items are then included within the QPR and serve as frequent reminders of the grant team's progress with the project.

Element 3.2 - Identify process and outcome measures that are quantifiable and in line with the intent of the proposal and the objectives listed in the Work Plan.

Goal 1: Reduce impacts of unpermitted cannabis cultivation on the public safety of Sonoma County residents.

1. A. By 2028, increase the number of properties that are reviewed for possible cultivation using aerial images by 50% (10% per year) from 2022 baseline as measured by Code Enforcement Section (CES) records.

1.B. By 2028, increase the number of identified unpermitted cultivation sites using aerial images by 50% (10% per year) from 2022 baseline as measured by CES records.

1.C. By 2028, increase the number of site inspections by 50% (10% per year) for newly identified cultivation sites for unpermitted construction/grading, dangerous electrical conditions, improper use, and storage of chemicals (fertilizers, pesticides, etc.) and other potential causes of environmental damage and public safety.

The combined use of additional CES inspection staffing, UAVs, and aerial imagery are expected to increase the number of clandestine cultivation sites identified. Data relating to these sites (i.e., number of sites, number of cannabis plants, unpermitted construction/grading, dangerous electrical conditions, improper use and storage of chemicals, etc.) will continue to be collected for use in analyzing program effectiveness.

Goal 2: Improve enforcement efforts on permitted cannabis cultivation sites to reduce public safety impacts on Sonoma County residents.

2.A. By 2028, reduce discrepancies between permitted cannabis cultivators' permitted cultivation canopies and their actual canopies by 10% from 2022 baseline as measured by CES records.

2.B. By 2028, reduce the presence of unpermitted building and grading at permitted cannabis cultivation sites by 10% from 2022 baseline as measured by CES records.

2.C. By 2028, reduce the presence of hazardous conditions CES finds at permitted cannabis cultivation sites by 20% from 2022 baseline as measured by CES records.

The use of additional CES inspection staffing and UAVs/aerial imagery will facilitate the compliance inspection process by quickly identifying sites that have expanded their permitted cannabis environmental "footprint" through an increased canopy or unpermitted property improvements. Aerial evidence of non-compliance will be documented and appropriate violation noticing will be issued, tracked, and stored in an internal database system and used in future enforcement actions and reporting until the violations are abated.

Goal 3: Mitigate environmental impacts from all cannabis cultivation on the County of Sonoma.

3.A. By 2028, improve the identification of environmental code violations resulting from unpermitted cannabis cultivation by 50% (10% per year) over 2022 levels as measured by CES/AWM records.

3.B. By 2028, improve the abatement of identified environmental code violations from permitted cannabis cultivation by 50% (10% per year) over 2022 levels as measured by CES/AWM records.

3.C. By 2028, design and deliver twenty-four educational/informational sessions per year for cannabis cultivators on Best Management Practices (BMPs) and operational standards as measured by CES/AWM records.

3.D. By 2028, expand cooperative joint environmental educational activities/actions with other state and local environmental agencies by 50% (10% per year) over 2022 levels as measured by CES/AWM records.

CES will continue using UAV and aerial imagery to identify unpermitted work on both permitted and unpermitted cultivation sites. CES will also continue to conduct site inspections and provide BMP information to cultivators to prevent hazardous water discharges and abate dangerous electrical conditions. These site

inspections may be conducted jointly with other local and state regulatory agencies.

Element 3.3 - Describe the preliminary plan for monitoring the project to ensure that the project components are implemented as intended.

Upon award, the evaluator will meet with CES to discuss the work plan and evaluation needs to ensure that progress on all program components can be tracked and evaluated. Each agency has its own software and data collection in place, and the evaluator will work with each agency to determine which aspects of current data collection are sufficient for addressing progress on each objective, and any that will need to be developed.

The Project Work Plan will act as a guide to ensure that activities are occurring as intended. Further, within the process for completing the QPRs, the grant team meets together with the evaluator and updates to the project are written into the narrative, providing additional reminders of the aspects of the project that are proceeding as planned and those aspects that are either in process or need to be scheduled for implementation. During the course of the development of each QPR, any changes to the actual implementation of project components, as well as challenges and barriers, and efforts made to address each are discussed among the grant team and included in the QPR.

3.4 Describe the preliminary plan for how to collect and evaluate baseline and outcome data related to the process and outcome measures identified in 3.2. Describe a plan for entering into data sharing agreements, if necessary.

Upon award, CES and the evaluator will work together to determine appropriate baseline data and outcome data for the measurement of each objective. Based on this work, an evaluation plan that specifies data source, data collection frequency and responsibilities, analysis and reporting will be developed. No additional data sharing agreements should be needed for this scope of work.

3.5 Describe the research design or methodology that will allow for an assessment of whether the strategy implemented achieved the intended outcomes

The research design for this evaluation will be descriptive in nature. The process evaluation will address the extent the project components were implemented as intended, barriers encountered and solutions. The outcome evaluation determines the extent project objectives are met. The evaluator will work with CES to ensure that the appropriate data collection methods and processes are in place and appropriate for measuring the process and outcome objectives put forth. As data is collected, it will be reviewed with the project team to ensure that the results are reasonable and as expected, or if they are not, determine whether the challenges are within the data collection methods chosen, the data that was entered, or if the

results point to unintended consequences of a strategy or the need to adapt a strategy in order to attain the desired outcome. This iterative process will be used throughout the project to keep the project continuously improving.

Prop 64 PH&S Grant Program

Applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, responsible parties for those activities and services, and estimated timelines. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. As this grant term is for five (5) years, the Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. Include data and sources that will be used to measure project outcomes.

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

(1) Goal:	> PPA 3: Reduce impacts of unpermitted cannabis cultivation on the public safety of Sonoma County residents.		
Objectives (A., B., etc.)	<p>></p> <p>1.A. By 2028, increase the number of properties that are reviewed for possible cultivation using aerial images by 50% (10% per year) from 2022 baseline as measured by Code Enforcement Section (CES) records.</p> <p>1.B. By 2028, increase the number of identified unpermitted cultivation sites using aerial images by 50% (10% per year) from 2022 baseline as measured by CES records.</p> <p>1.C. By 2028, increase the number of inspections of newly identified cultivation sites by 50% (10% per year) for unpermitted construction/grading, dangerous electrical conditions, improper use and storage of chemicals (fertilizers, pesticides, etc.) and other potential causes of environmental damage and threats to public safety.</p>		
Process & Outcome Measures:	<p>></p> <p>1.A. Number of individual parcels reviewed using aerial imagery compared to baseline.</p> <p>1.B. Number of confirmed cultivation sites discovered using aerial imagery compared to baseline.</p> <p>1.C. Number of notices issued for unpermitted work and hazardous site conditions and the timely abatement of these violations.</p>		
Project activities/services that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
> CES review of aerial images of a larger number of potential cultivation parcels.	> CES	> Mar. 2023	> Dec. 2028
Review all parcels submitted for investigation for presence of unpermitted cultivation sites.	CES	Mar. 2023	Dec. 2028
Additional CES inspection staff to allow for additional site inspections of confirmed unpermitted cultivation sites to identify cultivation, building, grading, and other violations.	CES	Mar. 2023	Dec. 2028
List data and sources to be used to measure outcomes: >			
1.A. The data source will be the aerial images of the entire county broken down into a grid system which will allow tracking of any particular location has had the aerial images reviewed by inspection staff.			

<p>1.B. The data source will be the current CES permit activity database in which parcels containing confirmed cultivation will be tracked and compared to previous baseline numbers of parcels involved with unpermitted cannabis operations.</p> <p>1.C. The data source will be the current CES permit activity database which will identify new cultivation sites, resulting site inspections, notices identifying any violations found, and abatement of these violations.</p>			
(2) Goal:		> PPA 3: Improve enforcement efforts on permitted cannabis cultivation sites to reduce public safety impacts on Sonoma County residents.	
Objectives (A., B., etc.)		<p>></p> <p>2.A. By 2028, reduce discrepancies between permitted cannabis cultivators' permitted cultivation canopies and their actual canopies by 10% from 2022 baseline as measured by CES records.</p> <p>2.B. By 2028, reduce the presence of unpermitted building and grading at permitted cannabis cultivation sites by 10% from 2022 baseline as measured by CES records.</p> <p>2.C. By 2028, reduce the presence of hazardous conditions CES finds at permitted cannabis cultivation sites by 20% from 2022 baseline as measured by CES records.</p>	
Process & Outcome Measures:		<p>></p> <p>2.A.1. Aerial image and UAV verification of actual vs. permitted cultivation canopy permitted by Sonoma County Agriculture, Weights, and Measures (AWM).</p> <p>2.A.2. Violation notices and Enforcement actions issued to permitted cultivators by CES.</p> <p>2.A.3. Timeframe to abatement completion by permitted cultivators.</p> <p>2.B.1. Aerial image and UAV verification of permitted vs. unpermitted building and grading by permitted cannabis cultivators.</p> <p>2.B.2. Violation notices and Enforcement actions issued to permitted cultivators by CES.</p> <p>2.B.3. Timeframes to abatement completion by permitted cultivators.</p> <p>2.C.1. Aerial image, UAV verification, and site inspections of hazardous conditions at permitted cannabis cultivation sites.</p> <p>2.B.2. Violation notices and Enforcement actions issued to permitted cultivators by CES.</p> <p>2.B.3. Timeframes to abatement completion by permitted cultivators.</p>	
Project activities/services that support the identified goal and objectives:		Responsible staff/ partners	Timeline
<p>></p> <p>Use of aerial and UAV imagery to identify if permitted sites are under current cannabis cultivation.</p> <p>Review operational conditions and standards for permitted cultivation sites.</p> <p>Perform permit compliance site inspections.</p> <p>Identify permit non-compliance and issue violation notices.</p>		<p>></p> <p>CES/AWM</p> <p>CES/AWM</p> <p>CES/AWM</p> <p>CES/AWM</p>	<p>></p> <p>Mar. 2023</p> <p>Mar. 2023</p> <p>Mar. 2023</p> <p>Mar. 2023</p> <p>Dec. 2028</p> <p>Dec. 2028</p> <p>Dec. 2028</p> <p>Dec. 2028</p>
List data and sources to be used to measure outcomes: >			
<p>2.A. The data sources will be CES database which includes aerial image inspections conducted, violations notices, enforcement actions, and abatement timeframes, and AWM records of permitted cultivators' permitted canopies.</p> <p>2.B. The data source will be the current CES permit activity database for permitted cultivators' building and grading permits, violation notices and enforcement actions, and abatement timeframes.</p> <p>2.C. The data source will be the current CES permit activity database for permitted cultivator inspections which resulted in violation notices and enforcement actions, and abatement timeframes for hazardous conditions found (beyond permitted canopies, building and grading issues).</p>			

(3) Goal:	> PPA 4: Mitigate the environmental impacts from all cannabis cultivation on the County of Sonoma.		
Objectives (A., B., etc.)	<p>></p> <p>3.A. By 2028, improve the identification of environmental code violations resulting from unpermitted cannabis cultivation by 50% (10% per year) over 2022 levels as measured by CES/AWM records.</p> <p>3.B. By 2028, improve the abatement of identified environmental code violations from permitted cannabis cultivation by 50% (10% per year) over 2022 levels as measured by CES/AWM records.</p> <p>3.C. By 2028, design and deliver twenty-four educational/informational sessions per year for cannabis cultivators on Best Management Practices (BMPs) and operational standards as measured by CES/AWM records.</p> <p>3.D. By 2028, expand cooperative joint environmental educational activities/actions with other state and local environmental agencies by 50% (10% per year) over 2022 levels as measured by CES/AWM records.</p>		
Process & Outcome Measures:	<p>></p> <p>3.A. Number of environmental code violations identified by the use of aerial and UAV imagery to identify areas of unpermitted grading (roads, terraces, etc.) on permitted and unpermitted cannabis cultivation properties.</p> <p>3.B. Number of environmental code abatement results from permitted and unpermitted cannabis cultivation sites.</p> <p>3.C. Documentation of the design and delivery of educational sessions planned and delivered.</p> <p>3.D. Documentation of joint educational/informational sessions for cannabis cultivators of BMPs and operational standards conducted with state and local agencies.</p>		
Project activities/services that support the identified goal and objectives: >	Responsible staff/ partners	Timeline	
Perform site inspections to identify potential sediment discharges into waterways, improper use and storage of fertilizers and pesticides, and other potential public health and safety issues.	> CES/AWM	> Mar. 2023	> Dec. 2028
Perform site inspections to identify sources of immediate hazards from potential wildfires resulting from improper fuel storage, placement of electrical generators, and hazardous and unpermitted electrical wiring and initiating timely enforcement, tracking, and abatement.	CES/AWM	Mar. 2023	Dec. 2028
Design and deliver educational/informational sessions for cannabis cultivators on PMPs and operational standards.	CES/AWM	Mar. 2023	Dec. 2028
Coordinate CES/AWM site inspections with State Department of Fish and Wildlife, Regional Water Quality Control Board, Sonoma County Emergency Services and other state and local regulatory agencies.	CES/AWM	Mar. 2023	Dec. 2028
List data and sources to be used to measure outcomes: >			
<p>3.A. Environmental code violations identified on permitted and unpermitted cannabis cultivation properties (CES/AWM records).</p> <p>3.B. Number of Environmental code abatement results from permitted and unpermitted cannabis cultivation sites (CES/AWM records).</p> <p>3.C. Documentation of the design and delivery of educational sessions planned and delivered (CES/AWM records).</p> <p>3.D. Documentation of joint educational/informational sessions for cannabis cultivators of BMPs and operational conditions conducted with state and local agencies (CES/AWM records).</p>			
(4) Goal:	>		
Objectives (A., B., etc.)	>		

Process & Outcome Measures:	>		
Project activities/services that support the identified goal and objectives: >	Responsible staff/ partners	Timeline	
		Start Date	End Date
	>	>	>
List data and sources to be used to measure outcomes: >			

AERIAL IMAGERY

Through funds from Prop 64 Cohort 1, Code Enforcement was able to collect three sets of aerial imaging. These images enabled staff to identify illegal cultivation areas along with unpermitted grading pads and roadways and begin enforcement action.



Exhibit A. August 2021 aerial images show a historical cultivation site in a drought sensitive area has reappeared.



Exhibit B. Based off of information gained from aerial imagery, an inspection warrant was issued and served by code enforcement with the help of the Sheriff's department and Fish and Wildlife enforcement staff. Several hundred plants abated. Illegal stream diversion debris discovered and removed by CDFW staff.

Unmanned Aerial Vehicle (UAV) Imagery

The drone that was purchased in July 2021 with grant funds continues to be valuable in the investigation of unpermitted commercial cannabis sites, especially those areas which lie under heavy forest canopies, making the aerial imagery unhelpful. Inspectors use the drone to identify sites and gather supporting documentation which is regularly needed when requesting warrants or responding to cannabis grower Court appeals to dismiss CES actions or fees and/or fines levied.



Exhibit C. Drone imagery obtained on August 31st, 2021 shows illegal cannabis still in cultivation.



Exhibit D. Drone is invaluable to investigations because of the distance it can travel and the highly magnified camera that can easily discern the difference between a cannabis leaf and a tomato plant leaf from one-half mile away, as seen in the image above.



December 2, 2022

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

RE: Letter of Commitment


Dear Sir or Madam-

Since 2016, the County of Sonoma has sought to both support and regulate the personal cultivation of cannabis and the commercial cannabis industry. This has been accomplished through the adoption of various ordinances that created robust permitting, compliance, and taxation programs.

The Permit and Resource Management Department (PRMD) is committed to the health and safety of its citizens through enforcement of these regulations by participation in this Board of State and Community Corrections (BSCC) Proposition 64 Public Health and Safety Grant Program in the following ways:

1. Compliance at all times with applicable State laws, rules, and regulations, and all applicable local ordinances surrounding cannabis operations.
2. Dedication of staff and other resources as required for fulfillment of all assurances, declarations, representations, and statements made in the documents submitted in support of the submitted grant proposal/application.
3. Work collaboratively with BSCC to ensure the goal of protecting public health and safety associated with the implementation of the control, regulation and taxation of the Adult Use of Marijuana Act (AUMA).

Sincerely,


Tennis Wick
Director, Permit Sonoma



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

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

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

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

The Prop 64 PH&S Grant Program Cohort 3 RFP includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S Grant Program Cohort 3 funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S Grant Program Cohort 3 funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement (i.e., December 1, 2022) with the BSCC or with the Prop 64 PH&S grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

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

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

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

Grantee: County of Sonoma

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Quantum Spatial Inc	1100 NE Circle Blvd Suite 126 Corvallis, OR 97330	Melissa.Christie@nv5.com / (925) 586-8301	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

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

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

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER [Redacted]	TITLE Director	TELEPHONE 707 799 7926	
STREET ADDRESS 2550 VENTURA AVE.	CITY SANJOSE	STATE CA	ZIP CODE 95403
EMAIL ADDRESS TENNIS.WIEN@SONOMA-COUNTY.ORG			
SIGNATURE (Blue Ink Only or E-signature) x [Redacted]		DATE 09 May 23	