

File No. 220973

Committee Item No. 7

Board Item No. 25

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date October 26, 2022

Board of Supervisors Meeting Date November 1, 2022

Cmte Board

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- Legislative Digest
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- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Proposal Narrative
- _____
- _____
- _____
- _____
- _____
- _____
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Completed by: Brent Jalipa Date October 21, 2022

Completed by: Brent Jalipa Date October 27, 2022

1 [Accept and Expend Grant - Retroactive - California Board of State and Community
2 Corrections - Public Defense Pilot Program - \$1,194,950]

3 **Resolution retroactively authorizing the Public Defender’s Office to accept and**
4 **expend a grant in the amount of \$1,194,950 from the California Board of State and**
5 **Community Corrections, to comply with Penal Code, Sections 170(d)/1170.03/1172.1,**
6 **1170.95/1172.6, 1473.7 and 3501’s mandate to use these funds to support the**
7 **resentencing of individuals, for the period March 1, 2022, through March 1, 2025.**

8
9 WHEREAS, The Administrative Code requires City departments to obtain Board of
10 Supervisors’ approval to accept or expend any grant funds (Section 10.170 et seq.); and

11 WHEREAS, The Board of Supervisors provided in Section 11.1 of the administrative
12 provisions of the FY2022-2023 Annual Appropriation Ordinance that approval of recurring
13 grant funds contained in departmental budget submissions and approved in the FY2022-
14 2023 budget are deemed to meet the requirements of the Administrative Code regarding
15 grant approvals; and

16 WHEREAS, The Board of State and Community Corrections (BSCC) that provides
17 grant funds to the San Francisco Public Defender’s Office requires documentation of the
18 Board’s approval of their specific grant funds; and

19 WHEREAS, The San Francisco Public Defender’s Office desired to participate in the
20 Public Defense Pilot Program funded through the State Budget Act of 2021 (Senate Bill
21 129) and administered by the BSCC, and was awarded \$1,194,950; and

22 WHEREAS, This Public Defense Pilot Program is concurrent with the Resentencing
23 Pilot Program from the BSCC to ensure that the San Francisco Public Defender’s Office will
24 be able to implement a robust post-conviction program and provide an array of critical legal
25 services to the wide variety of clients who may be eligible; and

1 WHEREAS, The grant does not require an amendment to the Annual Salary
2 Ordinance (ASO) Amendment; and

3 WHEREAS, The grant includes indirect costs of \$37,488; and

4 WHEREAS, Any interest earned on the grant funds must go to the funded activities,
5 to be approved by the BSCC; now, therefore, be it

6 RESOLVED, The Board of Supervisors hereby authorizes the San Francisco Public
7 Defender's Office to retroactively accept and expend \$1,194,950 in grant funds from the
8 BSCC, to comply with Penal Code, Sections 1170(d)/1170.03/1172.1, 1170.95/1172.6, 1473.7
9 and 3501's mandate to use these funds to support the resentencing of individuals; and, be it

10 FURTHER RESOLVED, That the San Francisco Public Defender's Office be
11 authorized on behalf of the Board of Supervisors to submit the grant proposal for this
12 funding and sign the Grant Agreement with the BSCC, including any extensions or
13 amendments thereof; and, be it

14 FURTHER RESOLVED, That the grant funds received hereunder shall not be used
15 to supplant expenditures controlled by this body; and, be it

16 FURTHER RESOLVED, That the San Francisco Public Defender's Office agrees to
17 abide by the terms and conditions of the Grant Agreement as set forth by the BSCC; and, be it

18 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
19 executed by all parties, the San Francisco Public Defender's Office shall provide the final
20 agreement to the Clerk of the Board for inclusion into the official file.

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1 Recommended:

Approved: /s/_____

2

London N. Breed

3

Mayor

4 /s/_____

5 Manohar Raju

Approved: /s/_____

6 Public Defender

Ben Rosenfield

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Controller

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File Number: 220973
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Public Defense Pilot Program**
2. Department: **Public Defender's Office**
3. Contact Person: **Janica Li** Telephone: **(415) 553-1677**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$ 1,194,950**
6. a. Matching Funds Required: **\$ n/a**
b. Source(s) of matching funds (if applicable):
7. a. Grant Source Agency: **California Board of State and Community Corrections**
b. Grant Pass-Through Agency (if applicable): **n/a**
8. Proposed Grant Project Summary:
To support the resentencing of individuals under newly enacted Penal Code section 1170.03. The pilot program is for 3 years.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: **March 1, 2022** End-Date: **March 1, 2025**
10. a. Amount budgeted for contractual services: **Expert Fees \$125,000 and BASF \$374,883**
b. Will contractual services be put out to bid? **No**
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?
d. Is this likely to be a one-time or ongoing request for contracting out?
11. a. Does the budget include indirect costs?
 Yes No
b. 1. If yes, how much? **\$ 37,488**
b. 2. How was the amount calculated? **3.14% of the total grant award**
c. 1. If no, why are indirect costs not included? **n/a**
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
c. 2. If no indirect costs are included, what would have been the indirect costs?
12. Any other significant grant requirements or comments:

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

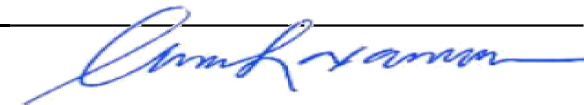
Arlene Laxamana

(Name)

Human Resources Manager

(Title)

Date Reviewed: 8/9/2022



(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Manohar Raju

(Name)

Public Defender

(Title)

Date Reviewed: 8/9/2022



(Signature Required)

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 340-21

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

SAN FRANCISCO PUBLIC DEFENDER**2. The term of this Agreement is:**

START DATE

March 1, 2022

THROUGH END DATE

March 1, 2025**3. The maximum amount of this Agreement is:****\$1,194,950****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

| EXHIBITS | TITLE | PAGES |
|--------------|---|-------|
| Exhibit A | Scope of Work | 3 |
| Exhibit B | Budget Detail and Payment Provisions | 3 |
| Exhibit C | General Terms and Conditions (04/2017) | 4 |
| Exhibit D | Special Terms and Conditions | 4 |
| Attachment 1 | Public Defense Pilot Program Application Instructions | * |
| Attachment 2 | Public Defense Pilot Program Application Package | 17 |

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

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

SAN FRANCISCO PUBLIC DEFENDER

CONTRACTOR BUSINESS ADDRESS

555 7th Street

CITY

San Francisco

STATE

CA

ZIP

94103

PRINTED NAME OF PERSON SIGNING

MATT GONZALEZ

TITLE

Chief Attorney

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Public Defense Pilot Program

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

2. PROJECT SUMMARY AND ADMINISTRATION

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

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name: Matt Gonzalez
Title: Chief Attorney
Address: 555 7th Street, San Francisco, CA 94103
Phone: 415-553-9315

Designated Financial Officer authorized to receive warrants:

Name: Angela Auyong
Title: Executive Assistant
Address: 555 7th Street, San Francisco, CA 94103
Phone: 415-553-1677
Email: Angela.auyong@sfgov.org

Project Director authorized to administer the project:

Name: Danielle Harris
Title: Managing Attorney
Address: 555 7th Street, San Francisco, CA 94103
Phone: 415-596-9970
Email: Danielle.harris@sfgov.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 he or she has full legal authority to bind the entity for which he or she signs.

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION AND EVALUATION REQUIREMENTS

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

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

5. REPORTING REQUIREMENTS

A. Quarterly Progress Reports

Grantees will submit progress reports to the BSCC in a format prescribed by the outside evaluator in consultation with the BSCC and the OSPD. Questions about the Quarterly Progress Reports shall be directed to the outside evaluator and the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Progress Report Periods

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

Due no later than:

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

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

EXHIBIT A: SCOPE OF WORK

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Quarterly Invoicing Periods:

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

Due no later than:

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

Final Invoicing Period:

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

Due no later than:

- April 16, 2025

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

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

2. GRANT AMOUNT AND LIMITATION

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

3. BUDGET CONTINGENCY CLAUSE

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

4. PROJECT COSTS

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

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

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

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

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

7. PROJECT BUDGET

| Budget Line Items | Grant Funds |
|--|-----------------------|
| 1. Salaries and Benefits | \$627,246.00 |
| 2. Services and Supplies | \$15,000.00 |
| 3. Professional Services or Public Agency Subcontracts | \$125,000.00 |
| 4. Non-Governmental Organization (NGO) Subcontracts | \$374,883.00 |
| 5. Equipment/Fixed Assets | \$0 |
| 6. Other (Travel, Training, etc.) | \$15,333.00 |
| 7. Indirect Costs | \$37,488.00 |
| TOTALS | \$1,194,950.00 |

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

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

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

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

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

6. MODIFICATIONS

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

7. TERMINATION

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

8. SETTLEMENT OF DISPUTES

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

9. UNION ACTIVITIES

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

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

10. WAIVER

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

Joint Public Defense Pilot Program application—San Francisco County

The San Francisco Public Defender and the Bar Association of San Francisco (BASF) Indigent Defense Administration (IDA) (under contract with the San Francisco Superior Court) provide indigent defense services for the county. The SF Public Defender submits this proposal for both providers; and, upon receipt of funds, will allocate BASF's share to the San Francisco Superior Court.

1. The Freedom Project, SF Public Defender

The Freedom Project is dedicated to decarceration, successful reentry, and post-conviction systemic change. In two years, we have helped free 55 people.

Our focus is prosecutor-initiated resentencing. We submit applications to the District Attorney's office on a rolling basis and handle *Franklin* petitions to document youth factors for future parole hearings, successfully converting that process into resentencing. In 2021, we helped draft and pass Assembly Bill 1540, piloted parole hearing representation, and began challenging parole denials and governor parole grant reversals.

Unfortunately, our limitations are as substantial as our accomplishments and have resulted in real tragedy. In just one example, we submitted a strong resentencing application but too slowly, due to staffing issues, then waited months. When the prosecutor finally agreed, we learned our client had recently died in prison.

As on January 2019, data provided by CDCR shows there were 817 in California prisons from San Francisco County. We believe each such person is entitled to have their case reviewed for possible resentencing under new section 1170.03 (former 1170(d)). Approximately 128 persons are eligible for 3051 hearings. As many as 50 are eligible for 1170.95 under the newly revised law.

A. Growth vision and needs

Having relied on our office's trial units to pitch in during pandemic closures, we lack resources for post-conviction work now that courtrooms have reopened. We lack the means to tackle the many complex cases requiring costly experts and extensive release planning, to move on numerous cases simultaneously, to handle 1437.7 work, and to offer routine reentry support.

Funds from the Resentencing Pilot Budget Allocation (\$750,000 over 3 years) will cover one social worker (for social histories and mitigation) and one paralegal for resentencing and data tracking. With the resources requested here, we will:

- 1) Conduct outreach to all potential resentencing and youth hearing candidates;
- 2) Submit a higher volume of applications for prosecutor-initiated resentencing;
- 3) Provide top level in-court representation, in a timely fashion;
- 4) Launch a robust habeas practice for innocence, immigration, and RJA work; and,
- 5) Ensure holistic and successful reentry.

B. Funding proposal

We seek this grant money to add the following:

- A 1437.7 attorney will handle habeas petitions addressing immigration consequences, innocence claims, and Racial Justice Act violations. This position requires comprehensive understanding of criminal law and its intersection with immigration law.
- A 1437.7 paralegal will gather, organize, and summarize necessary records and track data.
- A reentry specialist will create airtight parole plans for each person facing resentencing or parole hearing and follow clients post-release to link to services and troubleshoot. (§§ 1170.03, 1170.95)
- A social worker will maximize successful integration and minimize recidivism by meeting clients individually and holding peer circles. (§§ 1170.03, 1170.95)
- Discretionary funds will allow us to obtain risk assessments in cases where a judicial officer is unwilling to resentence otherwise (\$5000 to \$9000 each), to consult and present prison conditions experts to explain certain discipline or other records, and to retain necessary experts for 1437.7 innocence work. We will supplement \$200 gate money with gift cards for clothing, shoes, hygiene products, cell phones, and groceries, pay for hotel rooms to bridge emergency gaps between release and transitional housing, purchase office supplies and refreshments for client peer gatherings. (§§ 1170.03, 1170.95, 1437.7, 3051)

2. Conflict Counsel: Post-conviction Representation Project, BASF IDA

The Bar Association of San Francisco (BASF) contracts with the San Francisco Superior Court to provide indigent defense in conflict-of-interest cases, historically limited to cases through conviction, therefore BASF has no infrastructure or staff to undertake or support a robust post-conviction caseload. The requested staffing positions are necessary to provide services including but not limited to: (1) CDCR record gathering and organizing (2) outreach to attorneys/social workers/experts, (3) outreach to eligible persons (both in and out of custody), (4) data collection/analysis, and (5) researching and exploring as-yet-undefined scope of work required to provide statutory immigration relief pursuant to 1473.7. Absent this funding, BASF cannot represent post-conviction clients in parity with Public Defender clients.

A. Funding proposal

The proposed budget includes new personnel needed to build capacity, identify, assign and monitor the new caseload and includes two full time paralegal positions, a part time attorney (subject matter expert) position to direct the work, and 20% additional FTE compensation for BASF's IDA's Operation Manager to undertake and coordinate additional data development/tracking required by this new work, and IDA's Multidisciplinary Representation Coordinator to secure and train additional social workers/case managers to take on the work essential to post-conviction work (e.g. re-entry plans and the social histories required for 3051 relief). Considerable attorney/investigator/social worker time is saved through a thorough and detailed identification of eligibility prior to assignment to counsel by careful review of the CDCR files.

As budgeted, all of these positions will work exclusively to represent our clients eligible for relief pursuant to PC 1170(d) (1), 1170.95, 3051 and 1473.7 as there are no positions at BASF's IDA assigned to undertake this work. Like the Public Defender, we are committed to conducting the outreach to all potential resentencing and youth hearing candidates; conducting a thorough analysis of the CDCR files to determine eligibility and suitability for relief, submitting a higher volume of applications for prosecutor-initiated resentencing, including re-entry plans; and assuring our ability to provide top level in-court representation for all of our clients qualifying for post-conviction relief under these code sections.

**Public Defense Pilot Program
Budget Section**

Instructions for Completing the Public Defense Pilot Program Budget Table and Narrative

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Section. All project costs must be directly related to the objectives and activities of the project. The Budget Table must cover the entire grant period.

- ▶ Enter the name of the Applicant at the top of the Project Budget worksheet.
- ▶ Applicant's may only apply for the funding listed in the RFA. The total amount of funding each county is eligible to receive is provided on the Funding Allocation tab. Please request the **full amount** of funding next to your county name.
- ▶ Applicants are limited to the use of the budget line items listed. Applicants are not required to request funds for every line item. If no money is requested for a certain line item, enter \$0 in the budget table and "N/A" in the corresponding narrative.
- ▶ This workbook is protected. Applicants may only enter information in unshaded cells. All other cells in the Project Budget worksheet will auto populate based the Applicant's entries.
- ▶ The purpose of the narrative for each corresponding line item is to provide a narrative description of the item(s) and how the items and amounts requested will serve to meet the stated goals and objectives and planned activities of the project. To start a new paragraph within a narrative cell, hold down the Alt key and then press Enter.
- ▶ All funds must be used consistent with the requirements of the BSCC Grant Administration Guide, located on the BSCC website, including any updated version that may be posted during term of the Grant Agreement. The BSCC will notify grantees whenever an updated version is posted.

Budget Line Item Instructions

1. **Salaries and Benefits:** List the classification/title, percentage of time, salary or hourly rates, and benefits (if applicable) for each staff person that will be funded by the grant, either by the Applicant Agency or the Lead Public Agency (LPA). Briefly describe their roles/responsibilities within the Public Defense Pilot Program.

NOTE: Do not include Salaries and Benefits information for Professional Services or Public Agency Subcontracts, or Non-Governmental Organization Subcontracts in this section. Please use the applicable line item(s).
2. **Services and Supplies:** Include and itemize all services and supplies to be purchased with the Public Defense Pilot Award.
NOTE: Do not include Services and Supplies information for Professional Services or Public Agency Subcontracts, or Non-Governmental Organization Subcontracts in this section. Please use the applicable line item(s).

Be advised: Meals, snacks, incentives and participant support items require separate and prior approval by the BSCC, even if included here.
3. **Professional Services or Public Agency Subcontracts:** List the names of any public agencies or professional consultants that will work on the project. Show the amount of funds allocated to each and itemize the services that will be provided. List any positions to be funded, including classification/title, percentage of time, salary or hourly rates, and benefits (if applicable).
4. **Non-Governmental Organization (NGO) Subcontracts:** List the names of all NGOs that will work on the project. Show the amount of funds allocated to each and itemize the services that will be provided. Include any positions to be funded, including classification/title, percentage of time, salary or hourly rates, and benefits (if applicable). If an NGO partner has not been selected as of the date of the submission of the application, identify the amount of grant funds that will be allocated and describe the services to be provided.

Be advised: Meals, snacks, incentives and participant support items require separate and prior approval by BSCC, even if included here.

5. Equipment and Fixed Assets: Include grant funds associated with equipment and fixed assets purchased by the Applicant. Equipment and fixed assets are defined as nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Items that do not meet this threshold should be included in the Services and Supplies category. Itemize all equipment and fixed assets to be purchased by the Applicant Agency or the Lead Public Agency (LPA).

NOTE: Do not include Equipment and Fixed Assets information for Professional Services or Public Agency Subcontracts, or Non-Governmental Organization Subcontracts in this section. Please use the applicable line item(s).

Be advised: Equipment and fixed assets over \$5,000 require separate and prior approval by the BSCC, even if included here.

6. Other (Travel, Training, Etc.): Itemize all costs that do not fit into the categories listed above, including travel and training. For this line item, include "other" costs for use by the Applicant Agency or the Lead Public Agency (LPA).

NOTE: Do not include "Other" costs for Professional Services or Public Agency Subcontracts, or Non-Governmental Organization Subcontracts in this section. Please use the applicable line item(s).

Be advised: Out-of-state travel using grant funding is permissible in rare cases. The use of state funds for out-of-state travel is monitored very closely and granted only in limited cases. Out-of-state travel included in the proposed budget does not guarantee automatic approval; out-of-state travel requests require separate and prior approval by the BSCC.

7. Indirect Costs: Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the project. For this grant program, indirect costs may be charged to grant funds using only one of the following options:

> Grantees may use their federally approved Negotiated Indirect Cost Rate (derived from a federal formula) to seek reimbursement for indirect costs; **OR**

Publi Defense Pilot Program - Project Budget and Budget Narrative

Name of Applicant: *SF Public Defender's Office*

12-Month Budget: March 1, 2022 to March 1, 2023.

*The total amount of funding each county is eligible to receive is provided on the Funding Allocation tab. Please request the **full amount** of funding next to your county name.*

Note: Rows 8-15 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)

| Budget Line Item | Total |
|--|-----------------------|
| 1. Salaries and Benefits | \$627,246.00 |
| 2. Services and Supplies | \$15,000.00 |
| 3. Professional Services or Public Agency Subcontracts | \$125,000.00 |
| 4. Non-Governmental Organization (NGO) Subcontracts | \$374,883.00 |
| 5. Equipment/Fixed Assets | \$0.00 |
| 6. Other (Travel, Training, etc.) | \$15,333.00 |
| 7. Indirect Costs | \$37,488.00 |
| TOTAL | \$1,194,950.00 |

1a. Salaries and Benefits

| Name and Title | (Show as either % FTE <u>or</u> Hourly Rate) & Benefits | Total |
|--|---|---------------------|
| SF Public Defender Trial Attorney, Classification 8177 | 1 FTE, Salary \$177,525 and benefits \$65,841 | \$243,366.00 |
| SF Public Defender Paralegal, Classification 8173 | 1 FTE, Salary \$88,695 and benefits \$38,458 | \$127,153.00 |
| SF Public Defender Reentry Specialist, Classification 8452 | 1 FTE, Salary \$101,898 and benefits \$46,199 | \$148,097.00 |
| SF Public Defender Social Worker, Classification 8446 | 1 FTE, Salary \$74,743 and benefits \$33,887 | \$108,630.00 |
| | | |
| | | |
| | | \$0.00 |
| | | \$0.00 |
| TOTAL | | \$627,246.00 |

1b. Salaries and Benefits Narrative:

A PC 1437.7 attorney will handle habeas petitions addressing immigration consequences, innocence claims, and Racial Justice Act violations. Paralegals compile records necessary for PC 1170.03, 3051, 1437.7, and 1170.95 - they gather, organize and summarize. A reentry specialist will create parole plans for each person facing resentencing or parole hearing (PC 1170.03 and 3051). A social sorker will maximize successful integration and minimize recidivism by meeting clients individually and holding peer circles (PC 1170.03 and 3051). The aforementioned are newly created positions. The multidisciplinary Representation Coordinator will identify and train social workers/case managers to assist appointed counsel. Operations Manager will develop the data collection and analysis of the post-conviction work as required.

2a. Services and Supplies

| Description of Services or Supplies | Calculation for Expenditure | Total |
|-------------------------------------|-----------------------------|--------------------|
| Supplies | General office supplies | \$15,000.00 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| TOTAL | | \$15,000.00 |

2b. Services and Supplies Narrative:

SFPDR also needs to purchase office supplies including desks, chairs, computer hardware and software for new staff hired into this program. If a single purchase is over \$3,500, SF Public Defender's Office will obtain pre-approval from BSCC.

| | | |
|--------------|--|--------------------|
| | | |
| | | \$0.00 |
| | | \$0.00 |
| TOTAL | | \$15,333.00 |

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

SF Public Defender's Office (SFPDR) plans to provide indigent clients with gift cards which can be used for their clothing, shoes, hygiene products, cell phones, groceries and emergency hotel rooms. SFPDR also wants to provide food/snacks for client peer gatherings. Prior to expensing food or incentives, SF Public Defender's Office will send a justification and breakdown to BSCC for approval.

7a. Indirect Costs

| | | |
|---|-------|--------------------|
| Indirect costs may be charged to grant funds by choosing either Option 1) or 2) listed below: | | Total |
| 1) Indirect costs will be charged as Grantee's federally approved Negotiated Indirect Cost Rate (NICR): Enter NICR Percentage and Amount: | 0.00% | \$37,488.00 |
| 2) Indirect costs will be charged as the Federal De Minimis (10% of Modified Total Direct Cost): | | \$0.00 |
| TOTAL | | \$37,488.00 |

7b. Indirect Costs Narrative:

The Bar Association of San Francisco on behalf of the Superior Court of California will be the subcontractor and is exercising Option #2 which is 10% of the total direct cost of 375,882 listed in section 4A.

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

| Funding Allocation | |
|-----------------------|--------------------|
| County | Funding Allocation |
| Alameda County | \$2,107,280.30 |
| Alpine County | \$1,527.64 |
| Amador County | \$51,613.34 |
| Butte County | \$287,130.47 |
| Calaveras County | \$60,029.84 |
| Colusa County | \$26,478.03 |
| Contra Costa County | \$1,468,663.88 |
| Del Norte County | \$33,866.98 |
| El Dorado County | \$250,991.33 |
| Fresno County | \$1,204,165.00 |
| Glenn County | \$35,544.17 |
| Humboldt County | \$170,896.33 |
| Imperial County | \$224,535.81 |
| Inyo County | \$23,144.56 |
| Kern County | \$1,074,823.70 |
| Kings County | \$181,937.15 |
| Lake County | \$81,403.94 |
| Lassen County | \$41,140.16 |
| Los Angeles County | \$12,720,245.54 |
| Madera County | \$192,048.53 |
| Marin County | \$339,811.56 |
| Mariposa County | \$22,958.02 |
| Mendocino County | \$110,811.82 |
| Merced County | \$335,058.18 |
| Modoc County | \$12,148.76 |
| Mono County | \$17,513.19 |
| Monterey County | \$525,757.56 |
| Napa County | \$180,423.99 |
| Nevada County | \$132,269.54 |
| Orange County | \$4,004,654.76 |
| Placer County | \$512,523.37 |
| Plumas County | \$26,310.79 |
| Riverside County | \$3,042,889.32 |
| Sacramento County | \$1,911,525.24 |
| San Benito County | \$76,994.69 |
| San Bernardino County | \$2,633,005.70 |

| | | |
|------------------------|--|------------------------|
| San Diego County | | \$4,088,758.61 |
| San Francisco County | | \$1,194,950.91 |
| San Joaquin County | | \$932,788.51 |
| San Luis Obispo County | | \$371,536.63 |
| San Mateo County | | \$975,173.30 |
| Santa Barbara County | | \$563,623.75 |
| Santa Clara County | | \$2,445,538.49 |
| Santa Cruz County | | \$354,415.80 |
| Shasta County | | \$223,554.90 |
| Sierra County | | \$4,285.43 |
| Siskiyou County | | \$57,037.27 |
| Solano County | | \$556,697.91 |
| Sonoma County | | \$653,326.79 |
| Stanislaus County | | \$674,631.75 |
| Sutter County | | \$121,241.59 |
| Tehama County | | \$79,509.67 |
| Trinity County | | \$17,990.78 |
| Tulare County | | \$553,647.45 |
| Tuolumne County | | \$70,313.27 |
| Ventura County | | \$1,057,617.64 |
| Yolo County | | \$289,129.27 |
| Yuba County | | \$92,107.07 |
| Grand Total | | \$49,500,000.00 |



Public Defense Pilot Program

Application Packet

Release Date: October 4, 2021

Proposals Due: January 14, 2022

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



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Public Defense Pilot Program

PROPOSAL PACKAGE COVER SHEET

Submitted by:

**SAN FRANCISCO COUNTY PUBLIC
DEFENDER**

Date Submitted:

January 14, 2022

Proposal Checklist

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

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

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

X
Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Applicant Information Form: Instructions

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

Applicant Information Form

| A. APPLICANT San Francisco County | | B. TAX IDENTIFICATION NUMBER | | | |
|---|--|---|--|--|-------------------|
| NAME OF APPLICANT San Francisco Public Defender | | TAX IDENTIFICATION #: 94-6000417 | | | |
| STREET ADDRESS 555 Seventh Street | | CITY San Francisco | | STATE CA | ZIP CODE 94103 |
| MAILING ADDRESS (if different) | | CITY | | STATE | ZIP CODE |
| C. PROJECT TITLE: | | The Freedom Project , San Francisco Public Defender & Post-Conviction Resentencing Project, Bar Association of San Francisco, Indigent Defense Administration | | | |
| D. PROJECT SUMMARY (100-150 words): | | | | | |
| The Freedom Project at San Francisco Public Defender aims to reduce mass incarceration using all available legal means and to ensure successful integration into the community through robust release planning and support. | | | | | |
| E. GRANT FUNDS REQUESTED: | | | F. Penal Code(s) Addressed: | | |
| \$1,194,950 | | | 1170(d) / 1170.03, 1170.95, 1473.7, 3501 | | |
| G. PROJECT DIRECTOR: | | | | | |
| NAME Danielle Harris | | TITLE Managing Attorney | | TELEPHONE NUMBER 415-596-9970 | |
| STREET ADDRESS 555 Seventh St | | | | | |
| CITY San Francisco | | STATE CA | ZIP CODE 94103 | EMAIL ADDRESS Danielle.harris@sfgov.org | |
| H. FINANCIAL OFFICER: | | | | | |
| NAME Angela Auyong | | TITLE Executive Assistant | | TELEPHONE NUMBER 415-553-1677 | |
| STREET ADDRESS 555 Seventh Street | | | | FAX NUMBER 415-553-9810 | |
| CITY San Francisco | | STATE CA | ZIP CODE 94103 | EMAIL ADDRESS Angela.auyong@sfgov.org | |
| PAYMENT MAILING ADDRESS (if different) | | CITY | | STATE | ZIP CODE |
| I. DAY-TO-DAY PROGRAM CONTACT: | | | | | |
| NAME Danielle Harris | | TITLE Managing Attorney | | TELEPHONE NUMBER 415-596-9970 | |
| STREET ADDRESS 555 Seventh Street | | | | FAX NUMBER | |
| CITY San Francisco | | STATE CA | ZIP CODE 94103 | EMAIL ADDRESS Danielle.harris@sfgov.org | |

J. DAY-TO-DAY FISCAL CONTACT:

| | | | |
|--------------------|---------------------|------------------|-------------------------|
| NAME | TITLE | TELEPHONE NUMBER | |
| Angela Auyong | Executive Assistant | 415-553-1677 | |
| STREET ADDRESS | | FAX NUMBER | |
| 555 Seventh Street | | 415-553-9810 | |
| CITY | STATE | ZIP CODE | EMAIL ADDRESS |
| San Francisco | CA | 94103 | Angela.Auyong@sfgov.org |

K. AUTHORIZED SIGNATURE

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

| | | | |
|---|----------------|------------------|-------------------------|
| NAME OF AUTHORIZED OFFICER | TITLE | TELEPHONE NUMBER | EMAIL ADDRESS |
| Matt Gonzalez | Chief Attorney | 415-553-9315 | Matt.Gonzalez@sfgov.org |
| STREET ADDRESS | CITY | STATE | ZIP CODE |
| 555 7 th Street | San Francisco | CA | 94103 |
| EMAIL ADDRESS | | | |
| APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.) | | | DATE |
| X  | | | 01/14/2022 |

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

CONFIDENTIALITY NOTICE

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

Proposal Narrative

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

See attached.

Proposal Budget

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

See attached.

Project Work Plan

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

| | | | |
|---|--|---------------|---------------|
| (1) Goal: | Make all reasonable efforts to reduce SF's contribution to mass incarceration in CA prisons | | |
| Objectives (A., B., etc.) | A. Evaluate all those in CDCR on SF commitments for resentencing eligibility. B. Submit PC 1170(d) (now 1170.03) resentencing applications for all eligible. C. File Franklin/3051 petitions for all eligible. | | |
| Project activities that support the identified goal and objectives: | Responsible staff/partners | Timeline | |
| | | Start Date | End Date |
| 1. Outreach to potential clients 2. Gathering and collating records 3. Detail release plans | Resentencing attorney, paralegal, social work, and reentry specialist. | March 1, 2022 | March 1, 2025 |

| | | | |
|---|---|---------------|---------------|
| (2) Goal: | Zero recidivism. | | |
| Objectives (A., B., etc.) | A. Ensure all released after resentencing or on parole grants have support, community, and resources. B. C. | | |
| Project activities that support the identified goal and objectives: | Responsible staff/partners | Timeline | |
| | | Start Date | End Date |
| 1. Robust release planning 2. Active assistance post-release 3. Therapy and community circles | Reentry specialist, social worker. | March 1, 2022 | March 1, 2025 |

| | | |
|--|--|--|
| | | |
|--|--|--|

| | | | |
|---|--|---------------|---------------|
| (3) Goal: | Challenge convictions tainted by racial bias under PC 1437.7 and the Racial Justice Act | | |
| Objectives (A., B., etc.) | A. Review cases where racial bias is evident B. File habeas petitions establishing all righteous claims C. | | |
| Project activities that support the identified goal and objectives: | Responsible staff/partners | Timeline | |
| | | Start Date | End Date |
| 1. Outreach 2. Record gathering & review 3. Draft petitions | 1437.7 paralegal and attorney | March 1, 2022 | March 1, 2025 |

| | | | |
|---|--|---------------|---------------|
| (4) Goal: | Enforce the right to be informed of all immigration consequences under PC 1437.7 | | |
| Objectives (A., B., etc.) | A. File habeas petitions wherever the right to be informed of immigration consequences has not been honored. B. C. | | |
| Project activities that support the identified goal and objectives: | Responsible staff/partners | Timeline | |
| | | Start Date | End Date |
| 1. Outreach 2. Record gathering & review 3. Draft petitions | 1437.7 paralegal and attorney | March 1, 2022 | March 1, 2025 |

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Janica Li
DATE: August 9, 2022
SUBJECT: Accept and Expend Resolution for Subject Grant

GRANT TITLE: Public Defense Pilot Program

Attached please find the original* and 1 copy of each of the following:

Proposed grant resolution; original* signed by Department, Mayor, Controller

Grant information form, including disability checklist

Grant budget

Grant application

Grant award letter from funding agency

Ethics Form 126 (if applicable)

Contracts, Leases/Agreements (if applicable)

Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Janica Li

Phone: (415) 553-1677

Interoffice Mail Address: 555 7th Street, San Francisco, Ca 94103

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

Updated August 7, 2014