



OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

1 DR. CARLTON B. GOODLETT PLACE
ROOM 456, CITY HALL
SAN FRANCISCO, CALIFORNIA 94102



**PAUL MIYAMOTO
SHERIFF**

January 01, 2024

San Francisco Pretrial Diversion Project, Inc.
236 - 8th Street, Suite E
San Francisco, CA 94103

Attention: David Mauroff

Notice to Proceed

This letter is a Notice to Proceed for the Pretrial Services Grant Agreement Amendment #4 effective January 01, 2024. Enclosed is the fully Executed Agreement for your records.

Should you have any questions, please do not hesitate to contact me at (415) 554-4316 or contact Peggy Zee at (415) 554-7229.

Thank you.

DocuSigned by:
Patrick Leung
FBC55CE2D461414...

Patrick Leung,
Chief Financial Officer
San Francisco Sheriff's Office

Enclosure: Executed Agreement

cc: Alissa Riker – Program Director
/file

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Fourth Amendment

**Agreement between the City and County of San Francisco and
San Francisco Pretrial Diversion Project, Inc.**

(Contract No. 1000021909)

THIS AMENDMENT (this “Amendment”) is made as of **January 01, 2024** in San Francisco, California, by and between **San Francisco Pretrial Diversion Project, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount by adding additional funding for FY2023-2024; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP SHF2020-04/Event No. 0000004830 - Pretrial Services, a Request for Proposal (“RFP”) issued on December 22, 2020 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on November 16, 2020 from the Civil Service Commission under PSC number 44812-20/21 in the amount of \$19,830,206 for the period of three years; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution No.301-21 File 210484 dated on June 15, 2021; and

WHEREAS, the City’s Board of Supervisors approved this Amendment by Resolution No. 39-24 File 231247 on January 30, 2024.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 – Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 01, 2021 between Contractor and City, Contract ID: 1000021909, as amended by the:

First Amendment, dated July 01, 2022, and

Second Amendment, dated November 01, 2022 and

Third Amendment, date May 01, 2023.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 – Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

1.3 **Compensation.** Section 3.3.1 Calculation of Charges of the Agreement currently reads as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **\$19,263,772 (Nineteen Million Two Hundred Sixty Three Thousand Seven Hundred Seventy Two)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement

Such section is hereby amended in its entirety to read as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **\$19,763,114 (Nineteen Million Seven Hundred Sixty Three Thousand One Hundred Fourteen Dollars)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

1.4 **Appendix B-2D.** Appendix B-2D is hereby replaced in its entirety by Appendix B-3, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B-2D in any place, the true meaning shall be Appendix B-3, which is a correct and updated version.

Article 3 – Updates of Standard Terms to the Agreement

Article 4 - Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after **January 01, 2024.**

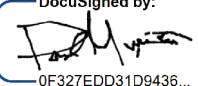
Article 5 - Legal Effect

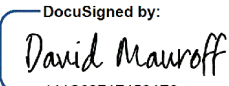
Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

CONTRACTOR
**San Francisco Pretrial Diversion
Project, Inc.**

DocuSigned by:

0F327EDD31D9436...

DocuSigned by:

444C6974F4564E0...

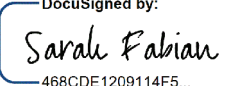
Paul Miyamoto
Sheriff
San Francisco Sheriff's Office

David Mauroff
Chief Executive Officer
236 – 8th Street, Suite E
San Francisco, CA 94103

Approved as to Form:

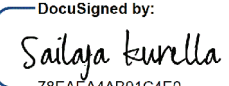
City Supplier number: **0000011529**

David Chiu
City Attorney

By: 
468CDE1209114F5...

Sarah Fabian
Deputy City Attorney

Approved:
Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

By: 
78EAEA4AB01C4E0...

Attached Appendices:

Appendix B – SFP Pretrial Budget FY 23-24 (B-3)

SF Pretrial Service Budget Program Summary 2023 (C-4)

Certificate Of Completion

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Document Pages: 19	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Peggy Zee
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	25 Van Ness Ave, Ste 500
	San Francisco, CA 94102
	peggy.zee@sfgov.org
	IP Address: 208.121.35.193


Record Tracking

Status: Original	Holder: Peggy Zee	Location: DocuSign
2/23/2024 1:18:52 PM	peggy.zee@sfgov.org	

Signer Events

David Mauroff
 davidm@sfpreftrial.org
 CEO
 SF Pretrial
 Security Level: Email, Account Authentication (None)

Signature

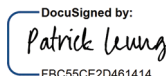
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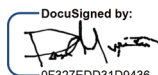
Patrick Leung
 patrick.n.leung@sfgov.org
 CFO
 City and County of San Francisco
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 208.121.35.193

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Paul Miyamoto
 paul.miyamoto@sfgov.org
 Sheriff
 City and County of San Francisco
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Drawn on Device
 Using IP Address: 208.121.35.193

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Sarah Fabian
 sarah.fabian@sfcityatty.org
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 468CDE1209114F5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 208.121.36.177

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Envelope Updated	Security Checked	2/23/2024 1:41:13 PM
Envelope Updated	Security Checked	2/23/2024 1:41:13 PM
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Certificate Of Completion

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Document Pages: 31	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Lorena Marquez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	25 Van Ness Ave, Ste 500
	San Francisco, CA 94102
	lorena.marquez@sfgov.org
	IP Address: 208.121.35.193

Record Tracking

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Signer Events

Sailaja Kurella
 Sailaja.Kurella@sfgov.org
 Director, Office of Contract Administration
 City and County of San Francisco
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Peggy Zee
 Peggy.Zee@sfgov.org
 Security Level: Email, Account Authentication (None)

COPIED

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 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Completed	Security Checked	4/18/2024 8:51:39 AM

Payment Events

Status

Timestamps

**San Francisco Sheriff's Office
Financial Services
FY 2023-2024 Budget Request**

Agency Name: San Francisco Pretrial Diversion Project, Inc. Date: 1/1/2024

Program Title: Pretrial Services Grant/Contract Period: 7/1/2023 - 6/30/2024

Total Program Budget Summary

Budget Expense Line Items:	Total Budget Request*
A) Program Salaries & Fringe Benefits	\$ 5,038,784
B) Direct Program Operating Expenses	\$ 557,611
C) Program [Sub-]Contract Services	\$ 150,000
D) Program Equipment Purchase	\$ -
X) Non-Program Indirect/Admin/Overhead Costs** (20.0%)	\$ 1,007,757

TOTAL PROGRAM [& NON-PROGRAM] AMOUNT: \$ 6,754,152

*Totals must match subtotals on corresponding budget pages. (Hint: complete those pages first and the totals from each page will populate this summary page.)
 Indirect/Admin/Overhead ("Non-Program") costs cannot exceed **20% of Program Costs without sufficient justification and SFSO CFO's approval. There is no corresponding budget page for Indirect/Admin/Overhead costs.
 Please note Indirect/Overhead is only allowed for Program Salaries & Fringe Benefits.

Agency's Director or Financial Officer Date:
 DocuSigned by: David Mauroff 2/23/2024
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FOR SHERIFF USE ONLY

Program Budget Approved Date:
 DocuSigned by: Patrick Leung 2/23/2024
 FBC55CE2D461414...
 Sheriff's Chief Financial Officer

Data entry of Approved Budget Date:

Funding Source Codes and Amount: _____

San Francisco Sheriff's Office
Financial Services
FY 2023-2024 Budget Request

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

1/1/2024

Program Title:

Pretrial Services

Grant/Contract Period:

7/1/2023 - 6/30/2024

A) Program Salary and Fringe Benefits Budget Summary

	Position/Title	Hrs/ Wk	Wks/ Yr	Hourly Salary	FTE	Salary Amt	Fringe %	Fringe Amt	Total Salary Request
1	Chief Executive Officer	25	52	\$85.58	0.625	\$ 111,254	22.77%	\$ 25,330	\$ 136,584
2	Director of Programs	25	52	\$63.10	0.625	\$ 82,030	22.77%	\$ 18,676	\$ 100,706
3	Deputy Program Director	25	52	\$54.33	0.625	\$ 70,629	22.77%	\$ 16,081	\$ 86,710
4	Director of Policy and Evaluation	16	52	\$55.53	0.40	\$ 46,201	22.77%	\$ 10,519	\$ 56,720
5	Grants and Contracts Manager	10	52	\$41.11	0.25	\$ 21,377	22.77%	\$ 4,867	\$ 26,244
6	OR Manager	40	52	\$43.07	1.00	\$ 89,586	22.77%	\$ 20,397	\$ 109,983
7	OR Assistant Manager	40	52	\$37.98	1.00	\$ 78,998	22.77%	\$ 17,986	\$ 96,984
8	OR Shift Supervisor	80	52	\$38.07	2.00	\$ 158,371	22.77%	\$ 36,057	\$ 194,428
9	Pretrial Release Specialist Swing/Mid 2	80	52	\$34.20	2.00	\$ 142,272	22.77%	\$ 32,392	\$ 174,664
10	Pretrial Release Specialist Swing/Mid 2 (Bilingual)	160	52	\$36.09	4.00	\$ 300,269	22.77%	\$ 68,364	\$ 368,633
11	Pretrial Release Specialist 2	80	52	\$34.33	2.00	\$ 142,813	22.77%	\$ 32,515	\$ 175,328
12	Pretrial Release Specialist 2 (Bilingual)	80	52	\$34.94	2.00	\$ 145,350	22.77%	\$ 33,093	\$ 178,443
13	Pretrial Release Specialist Swing/Mid 1	120	52	\$29.21	3.00	\$ 182,270	22.77%	\$ 41,498	\$ 223,768
14	Pretrial Release Specialist 1	80	52	\$27.96	2.00	\$ 116,314	22.77%	\$ 26,482	\$ 142,796
15	Pretrial Release Specialist 1 (Bilingual)	80	52	\$30.61	2.00	\$ 127,338	22.77%	\$ 28,992	\$ 156,330
16	Judicial Liaison	8	52	\$60.37	0.20	\$ 25,114	22.77%	\$ 5,718	\$ 30,832
17	ACM Manager	40	52	\$42.59	1.00	\$ 88,587	22.77%	\$ 20,169	\$ 108,756
18	ACM Assistant Manager	40	52	\$37.98	1.00	\$ 78,998	22.77%	\$ 17,986	\$ 96,984
19	ACM Assistant Manager (bilingual)	40	52	\$38.63	1.00	\$ 80,350	22.77%	\$ 18,294	\$ 98,644
20	Lead ACM Case Manager	40	52	\$34.38	1.00	\$ 71,510	22.77%	\$ 16,281	\$ 87,791
21	ACM Case Manager	348	52	\$30.67	8.70	\$ 555,004	22.77%	\$ 126,361	\$ 681,365
22	ACM Case Manager (Bilingual)	160	52	\$32.13	4.00	\$ 267,322	22.77%	\$ 60,863	\$ 328,185
23	ACM Case Manager (Group facilitation)	59.23	52	\$32.65	1.48	\$ 100,561	22.77%	\$ 22,895	\$ 123,456
24	Continuum of Care Navigator	80	52	\$33.07	2.00	\$ 137,571	22.77%	\$ 31,322	\$ 168,893
25	Director of Judicial Services	40	52	\$57.16	1.00	\$ 118,893	22.77%	\$ 27,069	\$ 145,962
26	Court Team Manager	40	52	\$42.55	1.00	\$ 88,504	22.77%	\$ 20,150	\$ 108,654
27	Assistant Manger - Judicial Services	40	52	\$38.60	1.00	\$ 80,288	22.77%	\$ 18,280	\$ 98,568

28	Court Liaison	120	52	\$29.71	3.00	\$ 185,390	22.77%	\$ 42,209	\$ 227,599
29	Court Liaison (Bilingual)	80	52	\$31.20	2.00	\$ 129,792	22.77%	\$ 29,550	\$ 159,342
30	ICR Case Manager	40	52	\$30.60	1.00	\$ 63,648	22.77%	\$ 14,491	\$ 78,139
31	ICR Case Manager (Bilingual)	40	52	\$32.13	1.00	\$ 66,830	22.77%	\$ 15,216	\$ 82,046
32	Diversion Services Manager	24	52	\$44.47	0.60	\$ 55,499	22.77%	\$ 12,636	\$ 68,135
33	PTD Assistant Manager	30	52	\$38.70	0.75	\$ 60,372	22.77%	\$ 13,745	\$ 74,117
34	PTD Lead Case Manager	40	52	\$34.86	1.00	\$ 72,509	22.77%	\$ 16,509	\$ 89,018
35	PTD Case Manager	80	52	\$32.00	2.00	\$ 133,120	22.77%	\$ 30,308	\$ 163,428
36	PTD Case Manager (Bilingual)	80	52	\$32.13	2.00	\$ 133,661	22.77%	\$ 30,431	\$ 164,092
37	Court Compliance Specialist	40	52	\$27.96	1.00	\$ 58,157	22.77%	\$ 13,241	\$ 71,398
38	Court Compliance Specialist (Bilingual)	40	52	\$28.80	1.00	\$ 59,902	22.77%	\$ 13,638	\$ 73,540
39	Lead Program Assistant	40	52	\$36.09	1.00	\$ 75,067	22.77%	\$ 17,091	\$ 92,158
40	Program Assistant	160	52	\$27.10	4.00	\$ 225,472	22.77%	\$ 51,335	\$ 276,807
41	Group Facilitator	8	5	\$35.65	0.02	\$ 1,426	22.77%	\$ 325	\$ 1,751
				FTE Total:	67.27	Subtotal Salary & Fringe Benefits:		\$ 5,927,981	

Please insert additional lines as needed for all positions in your program budget and double-check the Subtotal line to verify that the formula includes all applicable cells in range.

\$ (889,197.15)
\$ 5,038,784

Appendix B-3

San Francisco Sheriff's Office
Financial Services
FY 2023-2024 Budget Request

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

1/1/2024

Program Title:

Pretrial Services

Grant/Contract Period:

7/1/2023 - 6/30/2024

B) Direct Program Operating Expenses Summary

Expense Item	Description/Purpose		Request Amount
	Monthly Amount	# of Months	
Program Materials/Supplies:			
Office Supplies	\$ 583.33	12	\$ 7,000
Printing	\$ 500.00	12	\$ 6,000
Educational/Training Materials - Participants	\$ -	0	\$ -
Client travel (public transportation)	\$ -	0	\$ -
Postage	\$ -	0	\$ -
Rent	\$ 30,600.92	12	\$ 367,211
Office Equipment Lease	\$ -	0	\$ -
Office Equipment/IT/Cells Phones	\$ -	0	\$ -
Utilities	\$ 583.33	12	\$ 7,000
Program Staff Training	\$ -	0	\$ 50,000
Program Staff Travel (Local & Out of Town)	\$ 1,200.00	12	\$ 14,400
Other (describe):	\$ -	0	\$ -
Client Flex Fund	\$ 8,000.00	12	\$ 96,000
Conferences	\$ -	0	\$ 10,000
	\$ -	0	\$ -
	\$ -	0	\$ -
	\$ -	0	\$ -
	\$ -	0	\$ -
Subtotal Other Current Expenses:			\$ 557,611

**San Francisco Sheriff's Office
Financial Services
FY 2023-2024 Budget Request**

Agency Name:

Date:

San Francisco Pretrial Diversion Project, Inc.

1/1/2024

Program Title:

Grant/Contract Period:

Pretrial Services

7/1/2023 - 6/30/2024

C) Program [Sub-]Contract Services

Consultants/Professional Services*					
Name	Agency	Description of Services	Estimated Cost Per Hour	Estimated Hours	Request Amount
Jones IT		Managed IT Services	\$ 125.00	1,200	\$ 150,000
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
Other [Sub-]Contract Services (provide description):					
Item (Example):	Description:		Estimated Cost Per Hour	Estimated Hours	Request Amount
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
Subtotal for [Sub-]Contractual Services:					\$ 150,000

***Please submit to SFSO Financial Services a copy of your agency's contract or agreement with each [sub-]contractor/consultant identified in your budget. This is normally a one-time submission. Please contact SFSO Financial Services with any questions regarding this.**

Please insert additional lines as needed for all [sub-]contractors/consultants in your program budget and double-check the Subtotal line to verify that the formula includes all applicable cells in range.

Appendix B-3

**San Francisco Sheriff's Office
Financial Services
FY 2023-2024 Budget Request**

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

1/1/2024

Program Title:

Pretrial Services

Grant/Contract Period:

7/1/2023 - 6/30/2024

D) Program Equipment Purchase

Equipment to be purchased	Purpose for Equipment	Request Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subtotal for Equipment Purchases:		\$ -

Appendix C-4

San Francisco Pretrial Diversion Project, Inc.
Summary of Program Budget Changes - FY2022-2024
Contract Term: 7/1/2021 - 6/30/2024
Amendment # 4

Program: Pretrial Services

	Fiscal Year	Contract Term	Yearly Contract or CODB Amount
Original Contract			
FY 21-22 - Pretrial Services	FY 2021-2022	7/1/2021 - 6/30/2022	\$ 6,254,810
FY 22-23 - Pretrial Services	FY 2022-2023	7/1/2022 - 6/30/2023	\$ 6,254,810
FY 23-24 - Pretrial Services	FY 2023-2024	7/1/2023 - 6/30/2024	\$ 6,254,810
Amendment # 1			
FY 22-23 - CODB - 3%	FY 2022-2023	7/1/2022 - 6/30/2023	\$ 187,644
Amendment # 2			
FY 22-23 - CODB - 4%	FY 2022-2023	11/1/2022 - 6/30/2023	\$ 257,698
Amendment # 3			
FY22-23 - Added Additional Funding	FY 2022-2023	5/1/2023 - 6/30/2023	\$ 54,000
Amendment #4			
FY23-24 - Add Funding to Base Budget	FY2023-2024	1/1/2024 - 6/30/2024	\$ 499,342
TOTALS			\$ 19,763,114

FILE NO. 231247

RESOLUTION NO. 39-24

1 [Contract Amendment - San Francisco Pretrial Diversion Project - Pretrial Services -
2 \$19,763,114]

3 **Resolution authorizing the Sheriff's Office to enter into a Fourth Amendment to a**
4 **contract with the San Francisco Pretrial Diversion Project for pretrial services,**
5 **increasing the contract amount by \$499,342 for a total not to exceed amount of**
6 **\$19,763,114 with no change to the term of three years from July 1, 2021, through June**
7 **30, 2024, with two one-year options to extend.**

8
9 WHEREAS, The Charter, Section 9.118, requires that agreements entered into by
10 a department or commission having a term in excess of ten years or requiring anticipated
11 expenditures of ten million dollars or more be approved by the Board of Supervisors; and

12 WHEREAS, The Contract Monitoring Division determined Chapter 14B
13 subcontracting goals do apply, with the Local Business Enterprise (LBE) subcontracting
14 goal being 5% of the total value of the goods and/or services to be procured; and

15 WHEREAS, The Sheriff's Office has made it a top priority to provide the San
16 Francisco Superior Court with options other than detention and cash bail by ensuring a
17 continuum of pretrial supervision and diversion services with a focus on addressing the
18 personal barriers that often engender cycles of justice involvement; and

19 WHEREAS, On December 22, 2020, the Sheriff's Office issued a Request for
20 Proposals for Pretrial Services and as a result of that competitive selection process,
21 identified San Francisco Pretrial Diversion Project (SF Pretrial) to receive a contract in the
22 amount of \$18,764,430 over three years to provide Pretrial Services; and

23 WHEREAS, The Sheriff's Office is requesting a contract increase to add Cost of
24 Doing Business for Fiscal Year (FY) 2022-2023 and FY2023-2024 in the amount of
25 \$998,684; and

1 WHEREAS, The City and County of San Francisco has been offering pretrial
2 services and assessment for 45 years through a partnership between the Superior Court,
3 Bar Association of San Francisco, Sheriff's Office, District Attorney's Office, Public
4 Defender's Office, and San Francisco Pretrial Diversion; and

5 WHEREAS, The City and County of San Francisco has utilized a non-profit
6 provider for pretrial services since 1964, and SF Pretrial Diversion has provided
7 components of these services since 1976 through grant agreements between the
8 Sheriff's Office and SF Pretrial, thereby falling within the outline of San Francisco Board
9 of Supervisors Resolution No. 437-18, which stated that the operating model for pretrial
10 services "should reflect the principles of neutrality and structural independence from the
11 law enforcement functions;" and

12 WHEREAS, SF Pretrial services is a non-profit entity, and thus the proposed
13 contract also meets the idea supported in Board Resolution No. 437-18 for use of a non-
14 profit organization to provide Pretrial Services; and

15 WHEREAS, Under the proposed contract SF Pretrial Services will continue its
16 decades-long experience in working with San Francisco justice involved individuals to
17 provide a Pretrial Risk Assessment under a 24/7/365 staffing model to guarantee
18 expedient screening and case processing for prospective pretrial clients; and

19 WHEREAS, The proposed contract will provide for screening of all individuals with
20 a new misdemeanor or felony charge for pretrial release, which involves the collection
21 and analysis of case materials, including a completed Public Safety Assessment (PSA)
22 report, a supplementary criminal history summary, the incident report, and the complete
23 records of arrest and prosecution (RAP) to be provided to the Court; and

24 WHEREAS, As of February 2020, the Federal Court enjoined the San Francisco
25 Sheriff from administering the local bail schedule, and instead requires all cases eligible

1 for pre-arraignment review to be submitted to a judge within eight hours of the individual's
2 ID confirmation at the county jail, and requires a judge to make a release determination
3 for that case within 18 hours of ID confirmation; and

4 WHEREAS, The proposed contract will assist not only in complying with the
5 Federal Court injunction but will also promote the goal of pretrial release of those eligible
6 for such release; and

7 WHEREAS, The proposed contract agreement amendment with SF Pretrial is on file
8 with the Clerk of the Board of Supervisors in File No. 231247, which is hereby declared to be
9 a part of this Resolution as set forth fully herein; and

10 WHEREAS, Per the San Francisco Code of Civil Procedure (CCP) Section 1094.5, on
11 November 18, 2020, the Civil Service Commission approved Personal Services Contract
12 (PSC) File No. 44812-20/21 for Pretrial Services; now, therefore, be it

13 RESOLVED, That the Board of Supervisors authorizes the Sheriff's Office to execute
14 the Contract Amendment, which is on file with the Clerk of the Board of Supervisors in File
15 No. 231247; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors hereby approves the Pretrial
17 Services Agreement by and between San Francisco Pretrial Diversion Project, and the City
18 and County of San Francisco, acting by and through its Sheriff's Office, increasing the
19 contract amount by \$499,342 for a total not to exceed amount of \$19,763,114 for a three year
20 period from July 1, 2021, through June 30, 2024, with two one-year options to extend; and be
21 it

22 FUTHER RESOLVED, That within thirty (30) days of the Contract being fully executed
23 by all parties, the Sheriff's Office shall provide the final Contract to the Clerk of the Board for
24 inclusion in the Board of Supervisors in File No. 231247.
25



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 231247

Date Passed: January 30, 2024

Resolution authorizing the Sheriff's Office to enter into a Fourth Amendment to a contract with the San Francisco Pretrial Diversion Project for pretrial services, increasing the contract amount by \$499,342 for a total not to exceed amount of \$19,763,114 with no change to the term of three years from July 1, 2021, through June 30, 2024, with two one-year options to extend.

January 24, 2024 Budget and Finance Committee - REFERRED WITHOUT RECOMMENDATION


January 30, 2024 Board of Supervisors - ADOPTED


Ayes: 9 - Chan, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai and Walton

Noes: 2 - Dorsey and Stefani

File No. 231247

I hereby certify that the foregoing Resolution was ADOPTED on 1/30/2024 by the Board of Supervisors of the City and County of San Francisco.


Angela Calvillo
Clerk of the Board


London N. Breed
Mayor


Date Approved



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On: 02-01-2024 | 14:04:48 PST

File #: 231247

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Peggy Zee	415-554-7229
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
SHF San Francisco Sheriff's Officer	peggy.zee@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR San Francisco Pretrial Diversion Project	TELEPHONE NUMBER 415-626-4995
STREET ADDRESS (including City, State and Zip Code) 236 - 8th Street, Suite E, San Francisco CA 94103	EMAIL dividm@sfpretrial.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S) 01/30/2024	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 231247
DESCRIPTION OF AMOUNT OF CONTRACT \$19,763,114		
NATURE OF THE CONTRACT (Please describe) The San Francisco Sheriff's Office has made it a top priority to reduce recidivism and improve the outcomes of the incarcerated population offering alternatives to incarceration while maintaining public safety. A key component of this effort is to provide effective pretrial programming with a continuum of pretrial supervision options. Components include Pretrial Risk Assessment, Probable Cause, Alternatives to Pretrial Incarceration, Pretrial Diversion, and Group Facilitation.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Mauroff	David	CEO
2	Lowe	Joshua	CFO
3	Pickett	Kerith	Other Principal Officer
4	wolkin	Betsy	Board of Directors
5	Amarathithada	David	Board of Directors
6	Green	Geri	Board of Directors
7	Jones	Philip	Board of Directors
8	Loyce	Jimmy	Board of Directors
9	Pate	Doc	Board of Directors
10	Serrano-Quan	Carlos	Board of Directors
11	walker	Tamara	Board of Directors
12	Varisty Technologies		Subcontractor
13	Strategic & Financial Plng		Subcontractor
14	Research Development Assc.		Subcontractor
15	Database Development		Subcontractor
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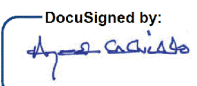
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>DocuSigned by:  988C8F42C3084B5 Angela Calvillo</p>	<p>DATE SIGNED</p> <p>02-01-2024 14:04:48 PST</p>
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San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

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Received on:

02-29-2024 | 15:30:28 PST

Notification of Contract Approval

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1. FILING INFORMATION

TYPE OF FILING Original	DATE OF ORIGINAL FILING (for amendment only)
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD Sheriff	NAME OF CITY ELECTIVE OFFICER Paul Miyamoto
-----------------------------------	---

3. FILER'S CONTACT

NAME OF FILER'S CONTACT Peggy Zee	TELEPHONE NUMBER 415-554-7229
FULL DEPARTMENT NAME San Francisco Sheriff's office	EMAIL peggy.zee@sfgov.org

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NAME OF DEPARTMENTAL CONTACT Peggy Zee	DEPARTMENT CONTACT TELEPHONE NUMBER 415-554-7229
FULL DEPARTMENT NAME San Francisco Sheriff's office	DEPARTMENT CONTACT EMAIL peggy.zee@sfgov.org

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NAME OF CONTRACTOR San Francisco Pretrial Diversion Project	TELEPHONE NUMBER 415-626-4995
STREET ADDRESS (including City, State and Zip Code) 236 - 8th Street, Suite E San Francisco, CA 94103	EMAIL davidm@sfpretrial.org

6. CONTRACT		
DATE THE CONTRACT WAS APPROVED 1/1/2024	ORIGINAL BID/RFP NUMBER SHF 2020-04	FILE NUMBER (If applicable) BOS 231247
NATURE OF THE CONTRACT (Please describe) <p>The San Francisco Sheriff's Office has made it a top priority to reduce recidivism and improve the outcomes of the incarcerated population, offering alternatives to incarceration while maintaining public safety. A key component of this effort is to provide effective pretrial programming with a continuum of pretrial supervision options. Components include Pretrial Risk Assessment, Probable Cause, Alternatives to Pretrial Incarceration, Pretrial Diversion, and Group Facilitation.</p> <p>Amending contract to add a 3% CODB for FY23-24</p>		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input checked="" type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

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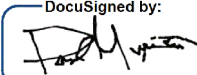
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I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>DocuSigned by:  0F327EDD31D9436... Paul Miyamoto</p>	<p>DATE SIGNED</p> <p>02-29-2024 15:30:28 PST</p>
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0F89850 Relation Insurance Services 1277 Treat Blvd, Suite 400 Walnut Creek, CA 94597	CONTACT NAME: PHONE (A/C, No, Ext): (415) 426-6600 FAX (A/C, No): (415) 426-6601 E-MAIL ADDRESS: customerservice@g2insurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
San Francisco Pretrial Diversion Project 236 8th Street, Ste E San Francisco, CA 94103	INSURER A : Scottsdale Insurance Company 41297 INSURER B : The Pie Insurance Company 21857 INSURER C : At-Bay Specialty Insurance Company 19607 INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Misconduct* <input checked="" type="checkbox"/> *\$250,000 each claim GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OPS1586537	3/1/2024	3/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							*Abuse Agg	\$ 750,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OPS1586537	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below N / A			WCPI928599-000	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liab			AB-6707654-02	3/1/2024	3/1/2025	Aggregate	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Package:

Insurance Company - Scottsdale Insurance Company
 Policy Number: OPS1586537 (Claims-made)
 Effective Date: March 1, 2024
 Expiration Date: March 1, 2025
 Retroactive Date:
 General Liability and Professional Liability (including Abuse) - September 1, 1988
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Francisco – San Francisco Sheriff's Department 1 Dr. Carlton B. Goodlett Place City Hall Room 456 San Francisco, CA 94102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Relation Insurance Services	License # 0F89850	NAMED INSURED San Francisco Pretrial Diversion Project 236 8th Street, Ste E San Francisco, CA 94103
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 Non-owned & Hired Auto Liability - October 1, 2013

Technology Errors and Omissions Liability Full Program
 Insurance Company - At-Bay Specialty Insurance Company
 Policy Number: AB-6707654-02
 Effective Date: March 1, 2024
 Expiration Date: March 1, 2025
 Retroactive Date: July 14, 2021
 Limits of Insurance:
 Per Claim Limit \$1,000,000
 Aggregate Limit: \$1,000,000
 Per Claim Deductible: \$25,000

Cyber Liability Coverage
 Insurance Company - At-Bay Specialty Insurance Company
 Policy Number: AB-6707654-02
 Effective Date: March 1, 2024
 Expiration Date: March 1, 2025
 Limits of Insurance:
 \$5,000,000 Aggregate
 \$25,000 Policy Retention

Certificate Holder is named as additional insured as respects General Liability where required by written contract

San Francisco Pretrial Diversion Project Inc.

POLICY NUMBER: OPS1586537

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City and County of San Francisco
San Francisco Sheriff's Department
1 Dr. Carleton B. Goodlett Pl. Suite 456
San Francisco, CA 84102

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations;
- or
- B. In connection with your premises owned by or rented to you.

Expires: 03/28/25

SHF



CERTIFICATE OF COMPLETION

Pretrial Diversion Project

Pretrial Diversion Project

CRA Review

Not Required

CIO Review

Required
Review Completed



CertificateID-1875