

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.15
(ID # 18566)

MEETING DATE:
Tuesday, March 29, 2022

FROM : PUBLIC DEFENDER:

SUBJECT: PUBLIC DEFENDERS OFFICE: Ratify and Approve Agreement No. BSCC 336-21 with the State of California, Board of State and Community Corrections (BSCC) for the Public Defense Pilot Program and Authorize the Public Defender to sign the Agreement, All Districts. [Total \$6,085,779, 100% State Funds] (4/5 vote required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Standard Agreement No. BSCC 366-21 with the State of California, Board of State and Community Corrections (BSCC) to accept funds for the Public Defender's Office Public Defense Pilot Program in the total amount of \$3,042,889.32 (Grant Agreement) for three years through March 1, 2025;
2. Authorize the Public Defender to sign the Grant Agreement on behalf of the County and administer all actions necessary to accept funds related to the administration of this grant, and sign any necessary related documents, certifications, reports, and future ministerial amendments to the Grant Agreement, based on the availability of fiscal funding and as approved as to form by County Counsel.
3. Direct the Auditor Controller to make the budget adjustments detailed in Schedule A.

ACTION:



Steven Harmon, Public Defender

3/7/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 29, 2022
xc: Public Defender

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$3,042,889	\$3,042,889	\$6,085,779	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment:	YES
			For Fiscal Year:	21/22-22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 11, 2022, the Public Defender's Office submitted a grant application to the State of California, Board of State and Community Corrections (BSCC) to participate in the Public Defense Pilot Grant Program funded through the State Budget Act of 2021 (Senate Bill 129). On February 9, 2022, the grant application was approved, and the Public Defender's Office was awarded \$6,085,779 over FY 21/22 and FY22/23.

The Public Defense Pilot Program Grant is designed to be used to support new program activities or to augment or expand existing program activities but shall not be used to replace existing funds. The grant is designed to fund the workloads under the following four areas:

- Penal Code Section 1170(d)(1), which allows the court to recall and resentencing inmates, considering several post-conviction factors, such as good prison conduct, age, diminished physical condition, and other evidence of changed circumstances. The Public Defender's Office would work with the California Department of Corrections and Rehabilitation (CDCR) to recommend the suitable candidate to the court.
- Penal Code Section 1170.95, which allows the court to resentencing persons convicted, as an accomplice, of murder/attempted murder/manslaughter. Under the new law, one cannot just have been an accomplice, but additional factors must be proven. The Public Defender's Office would investigate the files of the petitioners to study the facts of their cases, determine if they qualify for resentencing, and conduct the evidentiary hearings.
- Penal Code Section 1473.7, which allows us to ask the court to vacate a conviction or sentence if the defendant did not understand potential immigration consequences of a plea, if newly discovered evidence of actual innocence exists, and if the conviction or sentence was sought, obtained, or imposed on the basis of race, ethnicity or national origin in violation of the Racial Justice Act (PC 745(a)). The Public Defender's Office would conduct extensive interviews, investigations, and collections of race data to bring forth motions to the court.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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- Penal Code Section 3051, which allows the parole board to consider the defendant's youthfulness if the defendant was age 25 or younger at the time of the crime. The Public Defender's Office would provide the parole board with the assessment of the inmate's growth, maturity, and risks. We would also provide statements by family members, friends, and teachers so that the parole board can understand the defendant's growth and maturity since the time of the crime.

The pilot program addresses the need to reduce excessive sentences of inmates currently in prison by providing funding for qualified counsel, paralegals, and social workers. These needs are identified by the defendants and their families who have contacted our offices, seeking help. These needs cannot be addressed using existing resources. This funding will provide the financial resources to meet the needs of these individuals using the tools outlined in the legislature.

With the funding, the Public Defender's Office intends to hire five attorneys, four paralegals, two Investigators, three social workers, one data research analyst and one legal support assistant to do the work required under the grant. The Public Defender's Office will do the legal work and ensure the individuals represented are provided job training, substance abuse treatment, housing, and family reunification services. An important component here is the goal of helping these resentenced individuals successfully transition back into society.

In total, the grant will provide the Public Defender's Office with the funding for sixteen (16) new full-time positions. Should the pilot program discontinue at the end of the three-year period, the Public Defender's Office will absorb the staff through attrition, natural growth, and other expected state programs.

Impact on Residents and Businesses

There is no impact on residents and businesses.

SUPPLEMENTAL:

Additional Fiscal Information:

It is anticipated that 15% of the funding will go to the Indigent Defense Fund to be dispersed through the Executive Office.

ATTACHMENTS:

1. Schedule A
2. Riverside County Public Defense Pilot Program Grant Agreement with BSCC
3. Riverside Public Defender's Application to BSCC

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Heydee Koury
Heydee Koury, Sr Accountant - Auditor 3/16/2022

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, March 29, 2022, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. BSCC 336-21 between Riverside County and Board of State and Community Corrections providing: funding for the Public Defense Pilot Program.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By: 

Deputy

3.15

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 336-21

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

COUNTY OF RIVERSIDE, PUBLIC DEFENDER'S OFFICE**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:****\$3,042,889.32****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	26

*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.)

COUNTY OF RIVERSIDE, PUBLIC DEFENDER'S OFFICE

CONTRACTOR BUSINESS ADDRESS

4075 Main Street, Suite 100

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

STEVEN L. HARMON

TITLE

Public Defender

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

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

FORM APPROVED COUNTY COUNSEL

BY:  3/1/2022
LISA SANCHEZ DATEWHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPYto Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

MAR 29 2022 3:15

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 County of Riverside, Public Defender's Office (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: Steven L. Harmon
Title: Public Defender
Address: 4075 Main Street, Ste. 100, Riverside, CA 92501
Phone: 951-955-6000

Designated Financial Officer authorized to receive warrants:

Name: Amanda DeGasperin
Title: Administrative Services Manager II
Address: 4075 Main Street, Ste. 100, Riverside, CA 92501
Phone: 951-955-6023
Email: ALDeGasperin@RivCo.org

Project Director authorized to administer the project:

Name: Judith Gweon
Title: Supervising Deputy Public Defender
Address: 4075 Main Street, Ste. 100, Riverside, CA 92501
Phone: 951-955-6091
Email: JWGweon@RivCo.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

Progress Report Periods	Due no later than:
1. March 1, 2022 to June 30, 2022	August 15, 2022
2. July 1, 2022 to September 30, 2022	November 15, 2022
3. October 1, 2022 to December 31, 2022	February 15, 2023
4. January 1, 2023 to March 30, 2023	May 15, 2023
5. April 1, 2023 to June 30, 2023	August 15, 2023
6. July 1, 2023 to September 30, 2023	November 15, 2023
7. October 1, 2023 to December 31, 2023	February 15, 2024
8. January 1, 2024 to March 30, 2024	May 15, 2024
9. April 1, 2024 to June 30, 2024	August 15, 2024
10. July 1, 2024 to September 30, 2024	November 15, 2024
11. October 1, 2024 to January 1, 2025	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	Due no later than: August 15, 2022
2. July 1, 2022 to September 30, 2022	November 15, 2022
3. October 1, 2022 to December 31, 2022	February 15, 2023
4. January 1, 2023 to March 31, 2023	May 15, 2023
5. April 1, 2023 to June 30, 2023	August 15, 2023
6. July 1, 2023 to September 30, 2023	November 15, 2023
7. October 1, 2023 to December 31, 2023	February 15, 2024
8. January 1, 2024 to March 31, 2024	May 15, 2024
9. April 1, 2024 to June 30, 2024	August 15, 2024
10. July 1, 2024 to September 30, 2024	November 15, 2024
11. October 1, 2024 to January 1, 2025	February 16, 2025

Final Invoicing Period:

12. January 2, 2025 to March 1, 2025*	Due no later than: April 16, 2025
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**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	\$2,187,761.00
2. Services and Supplies	\$63,000.00
3. Professional Services or Public Agency Subcontracts	\$546,433.40
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Equipment/Fixed Assets	\$0
6. Other (Travel, Training, etc.)	\$10,562.56
7. Indirect Costs	\$235,132.36
TOTALS	\$3,042,889.32

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.



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:

County of Riverside, Public Defender's Office

Date Submitted:

January 11, 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 	✓
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)

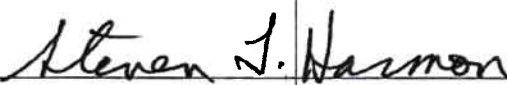
Applicant Information Form: Instructions

- A. Applicant:** Complete the required information for the local government submitting the form (i.e., Riverside 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 < Name> County		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT County of Riverside, Public Defender's Office		TAX IDENTIFICATION #: 95-6000930	
STREET ADDRESS 4075 Main Street, Ste. 100		CITY Riverside	STATE ZIP CODE CA 92501
MAILING ADDRESS (if different)		CITY	STATE ZIP CODE
C. PROJECT TITLE:	The Second Look Project		
D. PROJECT SUMMARY (100-150 words):			
We work to restore fairness and equal justice by seeking a second look at convictions and sentences as well as presenting crucial evidence to assist youthful offenders at parole hearings.			
E. GRANT FUNDS REQUESTED:		F. Penal Code(s) Addressed:	
\$ 3,042,889.32 (See proposed budget for the breakdown of costs)		PC Sections 1170(d), 1170.95, 1473.7 and 3051	
G. PROJECT DIRECTOR:			
NAME Judith Gweon		TITLE Supervising Deputy Public Defender	TELEPHONE NUMBER 951-955-6091
STREET ADDRESS 4075 Main Street, Ste. 100		FAX NUMBER 951-955-6091	
CITY Riverside	STATE CA	ZIP CODE 92501	EMAIL ADDRESS JWGweon@RivCo.org
H. FINANCIAL OFFICER:			
NAME Amanda DeGasperin		TITLE Administrative Services Manager II	TELEPHONE NUMBER 951-955-6023
STREET ADDRESS 4075 Main Street, Ste. 100		FAX NUMBER 951-955-6025	
CITY Riverside	STATE CA	ZIP CODE 92501	EMAIL ADDRESS ALDeGasperin@RivCo.org
PAYMENT MAILING ADDRESS (if different)		CITY	STATE ZIP CODE
I. DAY-TO-DAY PROGRAM CONTACT:			
NAME Judith Gweon		TITLE Supervising Deputy Public Defender	TELEPHONE NUMBER 951-955-6091
STREET ADDRESS 4095 Main Street, Ste. 100		FAX NUMBER 951-955-6025	
CITY Riverside	STATE CA	ZIP CODE 92501	EMAIL ADDRESS JWGweon@RivCo.org

J. DAY-TO-DAY FISCAL CONTACT:			
NAME Amanda DeGasperin	TITLE Administrative Services Manager II	TELEPHONE NUMBER 951-955-6023	
STREET ADDRESS 4075 Main Street, Ste. 100		FAX NUMBER 951-955-6025	
CITY Riverside	STATE CA	ZIP CODE 9251	EMAIL ADDRESS ALDeGasperin@RivCo.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 Steven L. Harmon	TITLE Public Defender	TELEPHONE NUMBER 951-955-6000	EMAIL ADDRESS SLHarmon@RivCo.org
STREET ADDRESS 4075 Main Street, Ste. 100	CITY Riverside	STATE CA	ZIP CODE 92501
EMAIL ADDRESS SLHarmon@RivCo.org			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature <u>OR</u> a wet signature in blue ink.)			DATE
X 			1-11-22

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 Riverside County Public Defender's Office represents 85% of all criminal cases in Riverside County. Our attorneys are highly skilled experts and motivated to serve those who find themselves in various stages of the court system. As an office of 120 attorneys and 180 staff (paralegals, investigators, social workers, IT technicians and legal support clericals), we are uniquely qualified to handle the types of workload required by the pilot program. We are ready to tackle all four areas of workload mandated by S.B. 129. The four areas are summarized as below:

1. Penal Code Section 1170(d)(1): Upon the recommendation of CDCR, or DA, the court may recall and resentence the defendant in the same manner as if they had not previously been sentenced. We understand the law, and we are ready to handle these matters.

The pilot program addresses the need to reduce excessive sentences of inmates currently in prison, by providing the funding for qualified counsel, paralegals and social workers. These needs are identified by our clients and their families who have been contacting our office, seeking help. We have not been able to address these needs with existing resources due to lack of funding. Researchers have found that lengthy sentences and high rates of incarceration have diminishing returns in reducing crime rates. The needs are overwhelming demonstrated by the fact that there is almost no evidence that long sentences deter the crimes they are intended to deter. Research shows that criminal involvement diminishes dramatically after an individual reaches 40 years of age and even more after 50 years of age. Crime rates in California have decreased steadily since the 1990s. This drop has continued alongside reductions in the California prison population and alongside the enactment of numerous criminal justice reforms. In recent years, Californians have repeatedly and consistently embraced reforms to reduce California's prison population.

2. Penal Code Section 1170.95: Persons convicted of murder under accomplice liability theory for felony murder or Natural and Probable Consequence Doctrine may petition to have the murder conviction vacated and be resentenced on any remaining counts. The recently passed SB 775 drastically expands the coverage to attempt murder and voluntary manslaughter convictions. We understand the law and we are ready to handle these matters.

Riverside County has significant backlogs of these cases because there are not enough experienced lawyers to take on these post-conviction cases in addition to the regular trial caseload. Resources are needed for finding and collecting old trial records and transcripts, legal research and motions, experts, mitigation for resentencing so that we can litigate these cases in court, in order for those inmates, who were merely accomplices of a separate crime, and unjustly convicted of murder, manslaughter or attempted murder, to be resentenced. These needs will be address by the pilot program's funding of qualified attorneys, paralegals, and investigators. These needs are identified by our clients, who have filed petitions to the courts, and their families who have been contacting our office, seeking help. We have not been able to address these needs with existing resources due to lack of funding. The needs are overwhelming demonstrated by the fact that under California's long-standing felony murder rule, a person who participated in any portion of certain felonies that result in a death could be charged with first-degree murder. In practice this meant that even if someone was unaware that a killing would or did take place, they could still have faced a first-degree murder charge and received a sentence that was equally as severe as the one handed down to the person who actually committed murder. SB 1437 and SB 775 restrict the most serious murder/manslaughter/attempt murder charges to those who actually commit such crimes, not those who were merely accomplices to the underlying crime and did not intent to kill and did not kill.

3. Penal Code Section 1473.7: Motion to vacate a conviction or sentence for any of the following reasons - 1) potential immigration consequences of a plea were not understood by the moving party. 2) that newly discovered evidence of actual innocence exists, and 3) a conviction or sentence was sought, obtained, or imposed on the basis of race, ethnicity or national origin in violation of 745(a) – Racial Justice Act. We understand the law and we are ready to handle these matters.

Systemic racial disparities have fueled mass incarceration in the state, where according to the Public Policy Institute of California, four out of every ten people incarcerated in state prison are African American men—ten times the imprisonment rate for white men. Similarly, African American women are imprisoned in the state at five times the rate for white women. In Riverside County, approximately 8 % of population is African American. However, approximately 33% of those defendants on

Proposal Budget

California's death row from Riverside County are African Americans. The pilot program addresses the need to make the Racial Justice Act retroactive and give hope to the many families that we are on the path to a more fair system, where there will be true accountability and racism will no longer be tolerated. In addition, this pilot program addresses the needs to vacate convictions and/or sentences of those who did not fully understand the immigrations consequences and those who may have a newly discovered evidence that might exonerate them. These needs are identified by our clients and their families who have been contacting our office, seeking help. We have not been able to address the needs with existing resources due to lack of funding. These needs are overwhelming demonstrated by the fact that the legislature carved out a path for out of custody defendants to vacate these unjust and unfair convictions or sentences, so that they can be successfully re-integrated back into society.

4. Penal Code Section 3051: Youth offender (25 years old or younger) parole hearing to consider Franklin information, such as assessment of growth, maturity, risk assessments, etc. We understand the law and we are ready to handle these matters. In alignment with the vast body of scientific research regarding the development of the adolescent brain, the courts and the legislature require that the parole board, when considering the parole eligibility of inmates who offended at the age of 25 or younger, consider the diminished culpability of youth as compared to that of adults, the hallmark features of youth, and any subsequent growth and increased maturity of the individual. In Riverside County, there are currently qualified inmates in prison, facing youth parole hearings, along with current clients who are eligible for youthful offender status. These needs are identified by our clients who have filed Franklin motions with the courts, and their families who have been contacting our office, seeking help. We have not been able to address these needs with existing resources due to lack of funding. The pilot program will address the need for our youth offenders facing the opportunity for parole to have a meaningful opportunity to obtain release by having the board consider the evidence related to youthfulness at the time of the offense.

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](#).

Unit/ Staffing (FTE)	Salary + Benefits (Annual)	Recall and Resentence Unit 1170(d)(1)	Accomplice Liability Unit 1170.95	Vacate Conviction Unit 1473.7	Franklin Unit 3051	TOTAL COST (Annual)
Attorney (DPD IV)	\$172,217 +\$ 60,275 =\$232,492	1	2	1	1	\$1,162,460
Paralegal II	\$ 73,172 +\$ 25,610 =\$ 98,782	1	2	1	0	\$395,128
Investigator III	\$108,241 +\$ 37,884 =\$146,125	0	2	0	0	\$292,250
Social Worker III	\$ 83,438 +\$ 29,203 =\$112,641	1	0	0	2	\$337,923
Professional Services	Riverside County has contract groups of attorneys to handle cases which the Public Defender has conflicts of interest. The conflict panel's allotment would be 15% of the total eligible funding, as the Public Defender represents 85% of all criminal cases in Riverside County.					\$456,433.40
	Experts					\$ 90,000
Services/Supplies						\$ 63,000
Travel/Training						\$ 10,562.56
Indirect costs						\$235,132.36
Total						\$3,042,889.32

- The PD Pilot Program's funding allocation for Riverside County is \$3,042,889.32.
- The Public Defender's Office represents 85% of all criminal cases in Riverside County.
- The 85% of the funding allocation is \$2,586,455.92.
- The conflict panel's allotment would be 15% of the funding, \$456,433.40.
- This 85/15 percentage split will be re-evaluated throughout the first year and adjusted if necessary at the beginning of the second year of the program.
- Should the pilot program discontinue at the end of the three-year period, the Public Defender's Office will absorb the staff added for the program through attrition, natural growth, and other expected state programs.

Publi Defense Pilot Program - Project Budget and Budget Narrative

Name of Applicant: Riverside County Public Defender (\$3,042,889.32)

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	\$2,187,761.00
2. Services and Supplies	\$63,000.00
3. Professional Services or Public Agency Subcontracts	\$546,433.40
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00
5. Equipment/Fixed Assets	\$0.00
6. Other (Travel, Training, etc.)	\$10,562.58
7. Indirect Costs	\$235,132.36
TOTAL	\$3,042,889.32

1a. Salaries and Benefits

Name and Title	(Show as either % FTE or Hourly Rate) & Benefits	Total
TBD, Deputy Public Defender IV	5 FTE \$172,217+\$ 60,275=\$232,492	\$1,162,460.00
TBD, Paralegal II	4 FTE \$ 73,172+\$ 25,610=\$ 98,782	\$395,128.00
TBD, Public Defender Investigator III	2 FTE \$108,241+\$ 37,884=\$146,125	\$292,250.00
TBD, Social Services Practitioner III	3 FTE \$ 83,438+\$ 29,203=\$112,641	\$337,923.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$2,187,761.00

1b. Salaries and Benefits Narrative:

There are four sub-units, separated by four workloads. For the Recall and Resentence Workload Unit, we have budgeted 1 Deputy Public Defender IV, 1 Paralegal II, and 1 Social Services Practitioner III. For the Accomplish Liability Workload Unit, we have budgeted 2 DPD IVs, 2 Paralegal IIs, and 2 Investigator IIs. For the Vacate Conviction Workload Unit, we have budgeted 1 DPD IV, and a 1 Paralegal II. For the Franklin Workload Unit, we have budgeted 1 DPDIV, and 2 Social Services Practitioner IIIs. The PD Pilot Program's funding allocation for Riverside County is \$3,042,889.32. These will be FTE positions and will be a mix of both new employees and existing County employees who will be reassigned to the Pilot Program. If existing employees are reassigned to the Pilot Program, they will be providing new services and will be 100% of their work will be for the Pilot Program.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
TOTAL	Office Equipment (\$2500 for computer set up, \$500 for printer/scanner, and \$1,000 for iPhone) for each 14 staff members. (total \$4000 * 14 staff)	\$56,000.00
Office Supplies	Office Supplies for 14 staff members. (\$500 * 14 staff)	\$7,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$63,000.00

2b. Services and Supplies Narrative:

Staff will need computers, phones, and other essential equipment. The amount, \$4000 per person, is not a single purchase, but the combination of equipment needed for each person to work on the grant. (\$2500 for computer set up, \$500 for printer/scanner, and \$1,000 for iPhones per staff) We estimate the total cost of Services and Supplies (2a) \$63,000. These supplies will be used by employees for grant purposes only.

3a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
Forensic Experts	Estimate is based on \$18K per Attorney for Forensic Experts to support case work.	\$90,000.00
County Contracted Attorneys	These will be private attorney groups who will be under County contract to use the funds to represent conflict clients with cases under the four Penal Codes (1170(d)(1), 1170.95, 1473.7 and 3051) covered in the Pilot Program.	\$456,433.40
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	TOTAL	\$546,433.40

3b. Professional Services Narrative

In assessing growth and maturity, psychological evaluations and risk assessment maybe considered by the parole board. In order to do so, we would retain qualified forensic psychologists to assess the defendants and provide a report or testimony to the board. We may further need to retain DNA experts, statistics experts, and other experts related to 1170(d)(1) and 1170.95. We estimate the total cost of Professional Services \$90,000. Riverside County will contract with private attorney firm to handle cases which the Public Defender has conflicts of interest. The conflicts of interest cases would related to the 4 penal codes (PC 1170(d)(1), 1170.95, 1473.7 and 3051) covered under the Pilot Program.

4a. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	TOTALS	\$0.00

4b. Non-Governmental Organizations (NGO) Subcontracts Narrative

--

5a. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	TOTALS	\$0.00

5b. Equipment/Fixed Assets Narrative

--

No assets exceeding \$5K will be purchased at this time. All other small equipment will be purchased using the supplies and services budget.

6a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Travel	Various travel costs related to the grant programs.	\$5,562.56
Training	Various training costs related to the grant programs.	\$5,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$10,562.56

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

We estimate the total cost of Other- Travel, Training, Etc (6a) to be approximately \$10,562.56. The Office of the State Public Defender and CPDA (California Public Defenders' Association) will provide trainings related to PC 1170.(d)(1), 1170.95, 1473.7 and 3051, the four penal codes covered under the Pilot Program. These training will be within the State of California. Our attorneys and staff will be reimbursed in accordance with County of Riverside guidelines, which are within the scope of the Federal Guidelines for Travel. I've attached the County of Riverside's Policy on Travel.

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%	\$0.00
2) Indirect costs will be charged as the Federal De Minimis (10% of Modified Total Direct Cost):		\$235,132.36
TOTAL		\$235,132.36

7b. Indirect Costs Narrative

We estimate that 10% of the total costs of Services and Supplies (2a), Professional Services (3a), Equipment/Fixed Assets (5a), Other- Travel, Training, Etc (6a) to be approximately \$235,132.36.

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

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: Resentence qualified CDCR inmates with re-entry plan back to community.		
Objectives (A., B., etc.)	A. Seek out potential candidates for CDCR and DA Referral through petition process and sharing information with CDCR B. Once appointed, collect post-conviction records, or any other information that show defendant's risk of future violence is reduced. C. Provide suitable re-entry plan to enhance the chances of successful return to society.	
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline
1. Connect with CDCR to identify candidates	1 attorney	3/1/2022 2/28/2023
2. Establish paralegal protocol for obtaining records	1 paralegal	
3. Social workers to establish relationships with re-entry service providers	1 social worker	
4. Represent client in court to be resentenced.		

(2) Goal: Resentence qualified clients who were convicted of murder, attempted manslaughter or manslaughter as accomplice, without the intent to kill.		
Objectives (A., B., etc.)	A. Seek out potential candidates in CDCR B. Guide the candidates through the petitioning process C. Once appointed, collect files and investigate the underlying facts and circumstances for the court.	
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline
		Start Date End Date

<p>1. Work with CDCR in identification of potential candidates</p> <p>2. Paralegals to immediately collect files from various sources</p> <p>3. Investigators to launch investigations of the facts and circumstances</p> <p>4. Represent client in court to be resentenced.</p>	<p>2 attorneys</p> <p>2 paralegals</p> <p>2 investigators</p>	<p>3/1/2022</p> <p>2/28/2023</p>
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<p>(3) Goal:</p> <p>Litigate on behalf of clients to vacate conviction or sentences imposed when immigration consequences were not understood, there is newly discovered evidence of actual innocence, and/or RJA was violated.</p>	<p>Objectives (A., B., etc.)</p> <p>A. Seek out potential candidates through our own data system or community awareness outreach.</p> <p>B. Obtain data via PC745(d) motion or California Public Records Act</p> <p>C. Analyze the data to establish violation of PC 745</p>	<p>Responsible staff/partners</p>
<p>Project activities that support the identified goal and objectives:</p> <p>1. Form relationships with community-based groups to identify potential candidates</p> <p>2. Establish protocol for paralegal to collect records</p> <p>3. Collect data and relevant statistics and provide analysis in the context of PC 745</p> <p>4. Represent client in court to vacate conviction or sentence.</p>	<p>1 attorney</p> <p>1 paralegal</p>	<p>Timeline</p> <p>Start Date: 3/1/2022</p> <p>End Date: 2/28/2023</p>

<p>(4) Goal:</p> <p>Collect and present youthfulness evidence for parole board to consider, for those clients who were 25 years or younger at the time of offense.</p>	<p>Objectives (A., B., etc.)</p> <p>A. Collect educational and/or mental health records of the youthful defendant at the time of the incident, family environment, circumstances of the offense, impact of client's youth and potential rehabilitation.</p> <p>B. Speak to family/friends/teachers related to client's youthfulness at the time of the offense.</p> <p>C. Establish psychological impact of trauma/gang involvement by consulting with appropriate experts.</p>	<p>Responsible staff/partners</p>
<p>Project activities that support the identified goal</p>	<p>Responsible staff/partners</p>	<p>Timeline</p>

	Start Date	End Date
<p>and objectives:</p> <ol style="list-style-type: none"> 1. Establish clear records collection/interview procedure 2. Social workers to contact family and teachers 3. Attorney to consult with experts to establish diminished culpability based on youthfulness 4. Represent client in court to make a record of mitigating evidence and to preserve such evidence for future youth offender parole consideration. 	3/1/2022	2/28/2023
<p>1 attorney 2 social workers</p>		

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Policy:

1. Scope

This policy establishes procedures and standards for reimbursement of necessary actual expenses incurred by appointed department heads, employees, and other authorized persons, for whom allowance of expenses is authorized by or pursuant to law, resolution, or ordinance because they occur during performance of official county business. The Board of Supervisors and elective constitutional officers as well as their employees are exempt from this portion of the Board policy. This policy also specifies the types of occurrences that qualify a member of the Board of Supervisors to receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses in accordance with Government Code Section 53232.2(b). The Board of Supervisors, elective constitutional officers and each department head is charged with the responsibility of authorizing travel and including it in the proposed budget and ensuring such expenditures are within the approved budget.

The Auditor-Controller shall refer to the Executive Officer any reimbursement claim that is considered to not be in conformance with Board policy. The Executive Officer shall have the authority to approve the payment of any claim if there is lack of certainty regarding the application of Board policy to the questioned claim, or if the action of the department head was not unreasonable in light of all the circumstances. If the Executive Officer denies approval, the department head may place the matter on the agenda of the Board of Supervisors for final disposition.

Board of Supervisors

Members of the Board of Supervisors shall be allowed their actual expenses in going to, attendance at, and returning from state association meetings and their actual and necessary traveling expenses when traveling outside of the county on official business pursuant to Government Code Section 25008. Members of the Board of Supervisors may receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses incurred in the performance of official duties. Reimbursement for such expenses is subject to the provisions of this policy and California Government Code Sections 53232.2 and 53232.3. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for members of the Board of Supervisors. Types of occurrences that qualify a legislative body member to receive reimbursement of expenses relating to travel, meals, lodging and other actual and necessary expenses include the following:

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- A. Meeting with representatives of regional, state, national and foreign government on policy positions adopted by the Board of Supervisors;
- B. Attending educational seminars designed to improve officials' skill and information levels;
- C. Participating in regional, state, and national organizations whose activities affect the county's interests;
- D. Attending county events;
- E. Implementing a county-approved strategy for attracting or retaining businesses to the county, which will typically involve at least one staff member and;
- F. Attending meetings for which a meeting stipend is expressly authorized.

In accordance with Government Code Section 53232.2(f), all expenses that do not fall within this policy shall be considered for approval by the Board of Supervisors prior to incurring the expense, unless the expense involves a meeting in which a member of the Board of Supervisors is required to make a public report (see section 12). All expenses must be verified by a valid original receipt, as required by Government Code Section 53232.3(c), which includes the name of the vendor (e.g. hotel, restaurant) date of service and actual amount charged.

Members of the Board of Supervisors and elective constitutional officers, as well as their employees, shall be exempt from Sections 2 through and including 10 of this Board Policy.

2. Lodging

Actual cost for lodging, not to exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees, is allowed provided such cost is reasonable for the location and is consistent with government and/or conference/convention rates, if available, or usual charges established for the general public. For lodging in high cost cities as defined by the Internal Revenue Service (e.g., San Francisco, New York, Washington D.C., as described in IRS publication 1542) or by the Board of Supervisors (Sacramento) actual cost not to exceed \$239 per night, or applicable conference rate at conference hosting hotel is allowed. Lodging costs exceeding the established limit may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head to the designated Executive Office analyst along with a completed employee reimbursement form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the

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member of a legislative body at the time of the booking. Higher rates based upon late registration or negligence by the department head in making an early reservation will be reimbursed at the \$159 rate.

An employee reimbursement claim for lodging must provide an explanation of the business purpose of the stay and be supported by a receipt/folio.

A government rate, if available, should be requested when booking a room (county employees should be prepared to provide proof of employment with the county). Only the single occupancy rate may be claimed for the reimbursement except when two or more county employees participating in the same function share a room; then a double occupancy rate may be claimed by dividing the cost between two claim forms and providing a memorandum explaining the shared room along with the lodging folio.

The department head may approve extended lodging if the cost is less than daily travel expenses without the extended stay. Approval of extended lodging for any location in Riverside, Orange, San Diego, Imperial, Los Angeles and San Bernardino counties is required prior to the travel occurrence and must be less costly than a daily commute.

.3. Meal Expenses

Actual (not to exceed maximum, see below) cost shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment that requires an overnight stay. A meal/s during attendance at any single day event will not be reimbursed.

- A. The maximum reimbursement for meals per day is \$51, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate (e.g. meal at \$6.00, tip \$1.20 equals a reimbursement of \$7.20).

The maximum reimbursement for meals per day in high cost cities (as described in item 2 above) is \$71, inclusive of taxes and tip.

- B. An employee reimbursement claim is based on actual (not to exceed maximum) cost.
- C. Reimbursement for meals may exceed the maximum amounts of \$51, but no more than \$71, only if the meal is organized by a non-county entity where the established price of the meal includes facility, speaker, or other costs and is a required portion of the meeting and/or conference. A written statement explaining the necessity for incurring such expense and supporting

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documentation (e.g. flyer, agenda or brochure) must be submitted with the employee reimbursement claim.

- D. Where the cost of a meal is included as part of a registration charge or fee, no additional employee reimbursement may be claimed for that meal.
- E. For same day travel, expenses for meals are limited to activities outside normal work duties. No reimbursement for meals will be made for same day travel. Reimbursement for a meal is provided when it is not reasonable for employees to provide their own meal. Special situations may be considered on a case-by-case basis. A memo from the employee to the department head is required and the department head's concurrence must be noted before the memo is forwarded to the designated Executive Office analyst for review and approval.
- F. Travel to a temporary worksite does not qualify an employee for meal reimbursement.
- G. No reimbursement shall be made for alcoholic beverages of any kind.
- H. Employees attending training or conferences for an extended period of time, more than seven consecutive days, may elect to purchase groceries and prepare their meals during the training/conference. In this event, grocery receipts are to be retained and submitted for reimbursement. Grocery charges exceeding the maximum daily cost will not be reimbursed. An employee electing to purchase and prepare food during an extended stay may purchase only food to be consumed during the designated period; no reimbursement will be made for incidentals including kitchen utensils, cookware, kitchen supplies and sundries.

4. Transportation

Actual cost of common carrier services, including taxicabs, car rentals and baggage fees, when necessary, shall be allowed. Departments are to utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Upon request from the Auditor/Controller supporting documentation that the flights and car reservations made were the least expensive option available is to be provided by the department. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) the department can document that no other option exists and the selected flight is the only option for travel. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares. Airline government and group rates must be used when available.

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Claims for payment or employee reimbursement shall be accompanied by a receipt for the purchase and a copy of the ticket purchased or other voucher for common carrier expense. Flight insurance is covered in Policy D-5.

5. Rental Cars

The county maintains a contract with a vehicle rental company and every effort should be made to use the contract company. If available, a county issued corporate rental vehicle card or Purchasing Card (P-card) shall be used for all travel requiring the use of a rental vehicle when the contract company cannot be used. Government and group rates must be used when available. Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle.

The rental vehicle may include a global positioning system if said equipment is standard; only standard equipment is allowed and no rental car reimbursement will be made for cars above the mid-range size unless four or more employees are traveling in the same vehicle and this information is documented in the reimbursement information.

If a county issued corporate card is unavailable, the county requires employees to purchase the Loss Damage Waiver (LDW) so the employee is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed. However, the county will not reimburse employees for the cost of other optional insurance. (e.g. liability, uninsured/underinsured motorist, personal accident & personal effects), as the county is self-insured for vehicle liability & third party physical damage and provides worker's compensation coverage.

Employees are required to notify Human Resources, Risk Management Division at (951) 955-3540 and the employee's supervisor as soon as possible (within 24 hours) of any event, incident or accident related to the rental car. The employee must complete "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form).

6. Private Automobile

Reimbursement for use of a private vehicle shall be allowed upon authorization of the department head, Executive Officer, or the Board of Supervisors. The county's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with IRS' periodic establishment of such a rate.

If an employee is required to use the employee's personal vehicle while in the course and scope of employment, the employee must, prior to using said vehicle, do the following:

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- A. Complete the "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form 30, authorizing the employee to use a personal vehicle which must be approved by the department head.
- B. Insure the vehicle to at least the minimum limits required by the State of California, or if registered/licensed out of state, the insurance must be equal to or greater than the minimum limits required by the State of California. Although not required, it is recommended that employees who use their personal vehicle while in the course of and scope of employment place a business use endorsement on their personal automobile policy. The expense of adding a business use endorsement is the sole responsibility of the employee.
- C. Maintain a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of county business is expressly prohibited, with the exception of Sheriff's Department sworn personnel on duty in a specific assignment.

When a department head authorizes use of a private vehicle for the convenience of the driver, instead of more economical travel by air, reimbursement shall not exceed the cost of usual airfare.

Employees are required to notify Human Resources, Risk Management Division's representative, and the employee's supervisor as soon as possible (within 24 hours) of any incident or accident. Employees must complete "County Vehicle Accident/Incident Report," Form 942-6 (Human Resources Safety Division form).

7. Private Aircraft

The use of private aircraft for the conduct of county business is expressly prohibited unless prior authorization is given by the Board of Supervisors.

8. Miscellaneous Expenses

Miscellaneous expenses, including charges for business telephone calls, fax service, internet service, e-mail services, the cost of usual or necessary services and supplies, including emergency repairs, parts or towing for county vehicles, conference registration fees, vehicle parking, bridge tolls, and any other justifiable business expenses shall be allowed if they represent a valid business need.

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A satisfactory explanation of the circumstances is required for these expenditures. An employee reimbursement for actual miscellaneous expenses shall be accompanied by an original receipt or other original voucher. Personal telephone calls and personal internet usage are not reimbursed.

9. Special Provisions for County Employees on Indefinite Assignments

When approved by the department head and Executive Officer or designee, employees assigned indefinitely (for periods of 90 days or more) out of town are provided the following compensation options:

- A. Standard reimbursements as provided herein (or limited by program provisions); or
- B. Commuter compensation model:
 - Meals: \$50.00 per day or portion thereof in travel status
 - Lodging: \$1,500 per month (prorated at \$50.00 per day)
 - Transportation Allowance: \$600 per month (Parking, Car Rental, etc):

Under the commuter compensation model, no receipts or records are required by the county. However, the employee must substantiate deductible expenses on his/her personal tax return.

No tax deduction is allowed by IRS if the assignment is expected to exceed one year. The "commuter compensation model" will be grossed up by a factor of 20% to recognize this tax impact for employees whose assignments are expected to exceed one year.

10. Travel Authorization

Reimbursement for travel expenses requires prior authorization as follows:

- A. By County Executive Officer or designee:

All travel wherein the estimated total cost (including registration, transportation, lodging, and meals) is not included in the approved budget, or is expected to cost \$1,000 or more per person or if the travel is out of state. Prior approval for travel estimated as costing more than \$1,000 or travel out of state is required even if the travel was anticipated and approved in the department's budget.

Each request should be in the form of a memorandum that details costs to be incurred and substantiates the need for said travel. Attendance must be required for purposes of maintaining a professional license, participation in professional activities which benefit the County of Riverside and not solely for

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the purpose of professional enhancement or to collect an award. Funding availability for the proposed travel is not a guarantee that the travel will be approved. The travel must provide a clear benefit to the County of Riverside.

Exception: extraditions, travel that involves the health/safety/security of a minor, and/or an individual 60 or more years of age or any individual who is the victim of domestic violence.

B. By Department Head:

All travel wherein the estimated total cost (including registration, transportation, lodging and meals) is less than \$1,000 per person. This travel should also be requested on an email prepared by the employee and outlining all anticipated expenditures. If the travel involves participation at a conference or training venue the proposed agenda should be included. The memorandum should explicitly detail how the proposed travel benefits Riverside County.

The Department Head's approval is an indication that the travel is included in the approved departmental budget. If the travel is not in the approved budget the Department Head should make a recommendation and forward the memo to the designated analyst in the Executive Office.

C. Format:

All approved travel should be noted on a per trip basis in a memorandum signed by either the County Executive Officer/designee or the department head as delineated in A. and B. above. A copy of the signed memorandum should be attached to any requests for payment of travel expenses, including Form 14 which follows.

11. Use of Claim Form

The employee expense claim must be filed on a form approved by the county, and must include date, business destination, amount, and business purpose. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. Claims filed after this time will not be considered for payment. Commuter compensation model will be processed as additional pay, and no other form will be required.

Original receipts are required for reimbursement. Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered as well as the total payment made. However, there may be rare occasions when providing an itemized receipt may not be possible due to the type and location of the restaurant. In

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that event, an original un-itemized receipt from the restaurant can be submitted. All claim forms and associated documents related to reimbursable county expenditures are considered public records, are subject to disclosure under the California Public Records Act {Chapter 3.5 (Commencing with Section 6250) of Division 7 Title 1}. (Form 14 attached).

12. Reports

Per California Government Code Section 53232.3 subparagraph (d), legislative body members are required to provide brief reports on meetings attended at the expense of the county at the next regularly scheduled meeting of the legislative body.

13. Penalties

Penalties for the misuse of public resources or falsifying expense reports in violation of expense reporting policies may include, but not be limited to, the penalties specified in Government Code section 53232.4.

Reference:

- Minute Order dated 01/21/75
- Minute Order 3.3 of 04/29/97
- Minute Order 3.3 of 10/16/01
- Minute Order 3.8 of 04/08/03
- Minute Order 3.7b of 05/02/06
- Minute Order 3.3 of 04/10/07
- Minute Order 3.2 of 07/21/09
- Minute Order 3.7 of 09/15/09
- Minute Order 3.9 of 08/10/10
- Minute Order 3-11 of 02/26/13

Schedule "A"
Public Defender – BSCC County Public Defender Pilot Program

Increase Appropriations:

10000-2400100000-510040	Regular Salaries	\$1,855,701
10000-2400100000-518100	Budgeted Benefits	567,192
10000-2400100000-523680	Office Equipment	56,000
10000-2400100000-523700	Office Supplies	7,000
10000-2400100000-525440	Professional Services	90,000
10000-2400100000-527840	Training	5,000
10000-2400100000-529040	Private Mileage Reimb.	5,563
10000-1109900000-525440	Professional Services	<u>456,433</u>
		\$3,042,889

Increase Estimated Revenue:

10000-2400100000-755180	CA – From Other St Govt Agencies	\$2,586,456
10000-1109900000-755180	CA – From Other St Govt Agencies	<u>\$456,433</u>
		\$3,042,889



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:

County of Riverside, Public Defender's Office

Date Submitted:

January 11, 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 	✓
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)

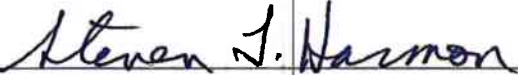
Applicant Information Form: Instructions

- A. **Applicant:** Complete the required information for the local government submitting the form (i.e., Riverside 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 < Name> County		B. TAX IDENTIFICATION NUMBER			
NAME OF APPLICANT County of Riverside, Public Defender's Office		TAX IDENTIFICATION #: 95-6000930			
STREET ADDRESS 4075 Main Street, Ste. 100		CITY Riverside		STATE CA	ZIP CODE 92501
MAILING ADDRESS (if different)		CITY		STATE	ZIP CODE
C. PROJECT TITLE:		The Second Look Project			
D. PROJECT SUMMARY (100-150 words):					
We work to restore fairness and equal justice by seeking a second look at convictions and sentences as well as presenting crucial evidence to assist youthful offenders at parole hearings.					
E. GRANT FUNDS REQUESTED:			F. Penal Code(s) Addressed:		
\$ 3,042,889.32 (See proposed budget for the breakdown of costs)			PC Sections 1170(d), 1170.95, 1473.7 and 3051		
G. PROJECT DIRECTOR:					
NAME Judith Gweon		TITLE Supervising Deputy Public Defender		TELEPHONE NUMBER 951-955-6091	
STREET ADDRESS 4075 Main Street, Ste. 100		FAX NUMBER 951-955-6091			
CITY Riverside		STATE CA	ZIP CODE 92501	EMAIL ADDRESS JWGweon@RivCo.org	
H. FINANCIAL OFFICER:					
NAME Amanda DeGasperin		TITLE Administrative Services Manager II		TELEPHONE NUMBER 951-955-6023	
STREET ADDRESS 4075 Main Street, Ste. 100		FAX NUMBER 951-955-6025			
CITY Riverside		STATE CA	ZIP CODE 92501	EMAIL ADDRESS ALDeGasperin@RivCo.org	
PAYMENT MAILING ADDRESS (if different)		CITY		STATE	ZIP CODE
I. DAY-TO-DAY PROGRAM CONTACT:					
NAME Judith Gweon		TITLE Supervising Deputy Public Defender		TELEPHONE NUMBER 951-955-6091	
STREET ADDRESS 4095 Main Street, Ste. 100		FAX NUMBER 951-955-6025			
CITY Riverside		STATE CA	ZIP CODE 92501	EMAIL ADDRESS JWGweon@RivCo.org	

J. DAY-TO-DAY <u>FISCAL</u> CONTACT:			
NAME Amanda DeGasperin	TITLE Administrative Services Manager II	TELEPHONE NUMBER 951-955-6023	
STREET ADDRESS 4075 Main Street, Ste. 100		FAX NUMBER 951-955-6025	
CITY Riverside	STATE CA	ZIP CODE 9251	EMAIL ADDRESS ALDeGasperin@RivCo.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 Steven L. Harmon	TITLE Public Defender	TELEPHONE NUMBER 951-955-6000	EMAIL ADDRESS SLHarmon@RivCo.org
STREET ADDRESS 4075 Main Street, Ste. 100	CITY Riverside	STATE CA	ZIP CODE 92501
EMAIL ADDRESS SLHarmon@RivCo.org			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature <u>OR</u> a wet signature in blue ink.)			DATE
X 			1-11-22

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 Riverside County Public Defender's Office represents 85% of all criminal cases in Riverside County. Our attorneys are highly skilled experts and motivated to serve those who find themselves in various stages of the court system. As an office of 120 attorneys and 180 staff (paralegals, investigators, social workers, IT technicians and legal support clericals), we are uniquely qualified to handle the types of workload required by the pilot program. We are ready to tackle all four areas of workload mandated by S.B. 129. The four areas are summarized as below:

1. Penal Code Section 1170(d)(1): Upon the recommendation of CDCR, or DA, the court may recall and resentence the defendant in the same manner as if they had not previously been sentenced. We understand the law, and we are ready to handle these matters.

The pilot program addresses the need to reduce excessive sentences of inmates currently in prison, by providing the funding for qualified counsel, paralegals and social workers. These needs are identified by our clients and their families who have been contacting our office, seeking help. We have not been able to address these needs with existing resources due to lack of funding. Researchers have found that lengthy sentences and high rates of incarceration have diminishing returns in reducing crime rates. The needs are overwhelming demonstrated by the fact that there is almost no evidence that long sentences deter the crimes they are intended to deter. Research shows that criminal involvement diminishes dramatically after an individual reaches 40 years of age and even more after 50 years of age. Crime rates in California have decreased steadily since the 1990s. This drop has continued alongside reductions in the California prison population and alongside the enactment of numerous criminal justice reforms. In recent years, Californians have repeatedly and consistently embraced reforms to reduce California's prison population.

2. Penal Code Section 1170.95: Persons convicted of murder under accomplice liability theory for felony murder or Natural and Probable Consequence Doctrine may petition to have the murder conviction vacated and be resentenced on any remaining counts. The recently passed SB 775 drastically expands the coverage to attempt murder and voluntary manslaughter convictions. We understand the law and we are ready to handle these matters.

Riverside County has significant backlogs of these cases because there are not enough experienced lawyers to take on these post-conviction cases in addition to the regular trial caseload. Resources are needed for finding and collecting old trial records and transcripts, legal research and motions, experts, mitigation for resentencing so that we can litigate these cases in court, in order for those inmates, who were merely accomplices of a separate crime, and unjustly convicted of murder, manslaughter or attempted murder, to be resentenced. These needs will be address by the pilot program's funding of qualified attorneys, paralegals, and investigators. These needs are identified by our clients, who have filed petitions to the courts, and their families who have been contacting our office, seeking help. We have not been able to address these needs with existing resources due to lack of funding. The needs are overwhelming demonstrated by the fact that under California's long-standing felony murder rule, a person who participated in any portion of certain felonies that result in a death could be charged with first-degree murder. In practice this meant that even if someone was unaware that a killing would or did take place, they could still have faced a first-degree murder charge and received a sentence that was equally as severe as the one handed down to the person who actually committed murder. SB 1437 and SB 775 restrict the most serious murder/manslaughter/attempt murder charges to those who actually commit such crimes, not those who were merely accomplices to the underlying crime and did not intent to kill and did not kill.

3. Penal Code Section 1473.7: Motion to vacate a conviction or sentence for any of the following reasons - 1) potential immigration consequences of a plea were not understood by the moving party, 2) that newly discovered evidence of actual innocence exists, and 3) a conviction or sentence was sought, obtained, or imposed on the basis of race, ethnicity or national origin in violation of 745(a) – Racial Justice Act. We understand the law and we are ready to handle these matters.

Systemic racial disparities have fueled mass incarceration in the state, where according to the Public Policy Institute of California, four out of every ten people incarcerated in state prison are African American men—ten times the imprisonment rate for white men. Similarly, African American women are imprisoned in the state at five times the rate for white women. In Riverside County, approximately 8 % of population is African American. However, approximately 33% of those defendants on

Proposal Budget

California's death row from Riverside County are African Americans. The pilot program addresses the need to make the Racial Justice Act retroactive and give hope to the many families that we are on the path to a more fair system, where there will be true accountability and racism will no longer be tolerated. In addition, this pilot program addresses the needs to vacate convictions and/or sentences of those who did not fully understand the immigrations consequences and those who may have a newly discovered evidence that might exonerate them. These needs are identified by our clients and their families who have been contacting our office, seeking help. We have not been able to address the needs with existing resources due to lack of funding. These needs are overwhelming demonstrated by the fact that the legislature carved out a path for out of custody defendants to vacate these unjust and unfair convictions or sentences, so that they can be successfully re-integrated back into society.

4. Penal Code Section 3051: Youth offender (25 years old or younger) parole hearing to consider Franklin information, such as assessment of growth, maturity, risk assessments, etc. We understand the law and we are ready to handle these matters. In alignment with the vast body of scientific research regarding the development of the adolescent brain, the courts and the legislature require that the parole board, when considering the parole eligibility of inmates who offended at the age of 25 or younger, consider the diminished culpability of youth as compared to that of adults, the hallmark features of youth, and any subsequent growth and increased maturity of the individual. In Riverside County, there are currently qualified inmates in prison, facing youth parole hearings, along with current clients who are eligible for youthful offender status. These needs are identified by our clients who have filed Franklin motions with the courts, and their families who have been contacting our office, seeking help. We have not been able to address these needs with existing resources due to lack of funding. The pilot program will address the need for our youth offenders facing the opportunity for parole to have a meaningful opportunity to obtain release by having the board consider the evidence related to youthfulness at the time of the offense.

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](#).

Unit/ Staffing (FTE)	Salary + Benefits (Annual)	Recall and Resentence Unit 1170(d)(1)	Accomplice Liability Unit 1170.95	Vacate Conviction Unit 1473.7	Franklin Unit 3051	TOTAL COST (Annual)
Attorney (DPD IV)	\$172,217 +\$ 60,275 =\$232,492	1	2	1	1	\$1,162,460
Paralegal II	\$ 73,172 +\$ 25,610 =\$ 98,782	1	2	1	0	\$395,128
Investigator III	\$108,241 +\$ 37,884 =\$146,125	0	2	0	0	\$292,250
Social Worker III	\$ 83,438 +\$ 29,203 =\$112,641	1	0	0	2	\$337,923
Professional Services	Riverside County has contract groups of attorneys to handle cases which the Public Defender has conflicts of interest. The conflict panel's allotment would be 15% of the total eligible funding, as the Public Defender represents 85% of all criminal cases in Riverside County.					\$456,433.40
	Experts					\$ 90,000
Services/Supplies						\$ 63,000
Travel/Training						\$ 10,562.56
Indirect costs						\$235,132.36
Total						\$3,042,889.32

- The PD Pilot Program's funding allocation for Riverside County is \$3,042,889.32.
- The Public Defender's Office represents 85% of all criminal cases in Riverside County.
- The 85% of the funding allocation is \$2,586,455.92.
- The conflict panel's allotment would be 15% of the funding, \$456,433.40.
- This 85/15 percentage split will be re-evaluated throughout the first year and adjusted if necessary at the beginning of the second year of the program.
- Should the pilot program discontinue at the end of the three-year period, the Public Defender's Office will absorb the staff added for the program through attrition, natural growth, and other expected state programs.

Publi Defense Pilot Program - Project Budget and Budget Narrative

Name of Applicant: Riverside County Public Defender (\$3,042,889.32)

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	\$2,187,761.00
2. Services and Supplies	\$63,000.00
3. Professional Services or Public Agency Subcontracts	\$546,433.40
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00
5. Equipment/Fixed Assets	\$0.00
6. Other (Travel, Training, etc.)	\$10,562.56
7. Indirect Costs	\$235,132.36
TOTAL	\$3,042,889.32

1a. Salaries and Benefits

Name and Title	(Show as either % FTE or Hourly Rate) & Benefits	Total
TBD, Deputy Public Defender IV	5 FTE \$172,217 * \$60,275 = \$232,492	\$1,162,400.00
TBD, Paralegal II	4 FTE \$ 73,172 * \$ 25,810 = \$ 98,782	\$395,128.00
TBD, Public Defender Investigator III	2 FTE \$108,241 + \$ 37,884 = \$146,125	\$292,250.00
TBD, Social Services Practitioner III	3 FTE \$ 83,438 * \$ 29,203 = \$112,641	\$337,923.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$2,187,761.00

1b. Salaries and Benefits Narrative:

There are four sub-units, separated by four workloads. For the Recall and Resentence Workload Unit, we have budgeted 1 Deputy Public Defender IV, 1 Paralegal II, and 1 Social Services Practitioner III. For the Accomplish Liability Workload Unit, we have budgeted 2 DPD IVs, 2 Paralegal IIs, and 2 Investigator IIIs. For the Vecete Conviction Workload Unit, we have budgeted 1 DPD IV, and a 1 Paralegal II. For the Franklin Workload Unit, we have budgeted 1 DPDIV, and 2 Social Services Practitioner IIIs. The PD Pilot Program's funding allocation for Riverside County is \$3,042,889.32. These will be FTE positions and will be a mix of both new employees and existing County employees who will be reassigned to the Pilot Program. If existing employees are reassigned to the Pilot Program, they will be providing new services and will be 100% of their work will be for the Pilot Program.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
TOTAL	Office Equipment (\$2500 for computer set up, \$500 for printer/scanner, and \$1,000 for iPhone) for each 14 staff members. (total \$4000 * 14 staff)	\$56,000.00
Office Supplies	Office Supplies for 14 staff members. (\$500 * 14 staff)	\$7,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$63,000.00

2b. Services and Supplies Narrative:

Staff will need computers, phones, and other essential equipment. The amount, \$4000 per person, is not a single purchase, but the combination of equipment needed for each person to work on the grant. (\$2500 for computer set up, \$500 for printer/scanner, and \$1,000 for iPhones per staff). We estimate the total cost of Services and Supplies (2a) \$63,000. These supplies will be used by employees for grant purposes only.

3a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
Forensic Experts	Estimate is based on \$18K per Attorney for Forensic Experts to support case work.	\$90,000.00
County Contracted Attorneys	These will be private attorney groups who will be under County contract to use the funds to represent conflict clients with cases under the four Penal Codes (1170(d)(1), 1170.95, 1473.7 and 3051) covered in the Pilot Program.	\$456,433.40
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$646,433.40

3b. Professional Services Narrative

In assessing growth and maturity, psychological evaluations and risk assessment maybe considered by the parole board. In order to do so, we would retain qualified forensic psychologists to assess the defendants and provide a report or testimony to the board. We may further need to retain DNA experts, statistics experts, and other experts related to 1170(d)(1) and 1170.95. We estimate the total cost of Professional Services \$90,000. Riverside County will contract with private attorney firm to handle cases which the Public Defender has conflicts of interest. The conflicts of interest cases would related to the 4 penal codes (PC 1170(d)(1), 1170.95, 1473.7 and 3051) covered under the Pilot Program.

4a. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

4b. Non-Governmental Organizations (NGO) Subcontracts Narrative

5a. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

5b. Equipment/Fixed Assets Narrative

No assets exceeding \$5K will be purchased at this time. All other small equipment will be purchased using the supplies and services budget.

6a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Travel	Various travel costs related to the grant programs	\$5,562.56
Training	Various training costs related to the grant programs.	\$5,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$10,562.56

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

We estimate the total cost of Other- Travel, Training, Etc (6a) to be approximately \$10,562.56. The Office of the State Public Defender and CPDA (California Public Defenders' Association) will provide trainings related to PC 1170.(d)(1), 1170.95, 1473.7 and 3051, the four penal codes covered under the Pilot Program. These training will be within the State of California. Our attorneys and staff will be reimbursed in accordance with County of Riverside guidelines, which are within the scope of the Federal Guidelines for Travel. I've attached the County of Riverside's Policy on Travel.

7a. Indirect Costs

Indirect costs may be charged to grant funds by choosing <u>either</u> 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%	\$0.00
2) Indirect costs will be charged as the Federal De Minimis (10% of Modified Total Direct Cost):		\$235,132.36
TOTAL		\$235,132.36

7b. Indirect Costs Narrative:

We estimate that 10% of the total costs of Services and Supplies (2a), Professional Services (3a), Equipment/Fixed Assets (5a); Other- Travel, Training, Etc (6a) to be approximately \$235,132.36.

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

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:	Resentence qualified CDCR inmates with re-entry plan back to community.		
Objectives (A., B., etc.)	A. Seek out potential candidates for CDCR and DA Referral through petition process and sharing information with CDCR B. Once appointed, collect post-conviction records, or any other information that show defendant's risk of future violence is reduced. C. Provide suitable re-entry plan to enhance the chances of successful return to society.	Responsible staff/partners	Timeline
Project activities that support the identified goal and objectives:			Start Date End Date
1. Connect with CDCR to identify candidates 2. Establish paralegal protocol for obtaining records 3. Social workers to establish relationships with re-entry service providers 4. Represent client in court to be resentenced.		1 attorney 1 paralegal 1 social worker	3/1/2022 2/28/2023

(2) Goal:	Resentence qualified clients who were convicted of murder, attempted manslaughter or manslaughter as accomplice, without the intent to kill.		
Objectives (A., B., etc.)	A. Seek out potential candidates in CDCR B. Guide the candidates through the petitioning process C. Once appointed, collect files and investigate the underlying facts and circumstances for the court.	Responsible staff/partners	Timeline
Project activities that support the identified goal and objectives:			Start Date End Date

<p>1. Work with CDCR in identification of potential candidates 2. Paralegals to immediately collect files from various sources 3. Investigators to launch investigations of the facts and circumstances 4. Represent client in court to be resentenced.</p>	<p>2 attorneys 2 paralegals 2 investigators</p>	<p>3/1/2022</p> <p>2/28/2023</p>
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<p>(3) Goal: Litigate on behalf of clients to vacate conviction or sentences imposed when immigration consequences were not understood, there is newly discovered evidence of actual innocence, and/or RJA was violated.</p>	<p>Objectives (A., B., etc.) A. Seek out potential candidates through our own data system or community awareness outreach. B. Obtain data via PC745(d) motion or California Public Records Act C. Analyze the data to establish violation of PC 745</p>					
<p>Project activities that support the identified goal and objectives:</p> <ol style="list-style-type: none"> 1. Form relationships with community-based groups to identify potential candidates 2. Establish protocol for paralegal to collect records 3. Collect data and relevant statistics and provide analysis in the context of PC 745 4. Represent client in court to vacate conviction or sentence. 	<p>Responsible staff/partners</p> <p>1 attorney 1 paralegal</p>	<p>Timeline</p> <table border="1"> <tr> <td>Start Date</td> <td>End Date</td> </tr> <tr> <td>3/1/2022</td> <td>2/28/2023</td> </tr> </table>	Start Date	End Date	3/1/2022	2/28/2023
Start Date	End Date					
3/1/2022	2/28/2023					

<p>(4) Goal: Collect and present youthfulness evidence for parole board to consider, for those clients who were 25 years or younger at the time of offense.</p>	<p>Objectives (A., B., etc.) A. Collect educational and/or mental health records of the youthful defendant at the time of the incident, family environment, circumstances of the offense, impact of client's youth and potential rehabilitation. B. Speak to family/friends/teachers related to client's youthfulness at the time of the offense. C. Establish psychological impact of trauma/gang involvement by consulting with appropriate experts.</p>	
<p>Project activities that support the identified goal</p>	<p>Responsible staff/partners</p>	<p>Timeline</p>

	Start Date	End Date
<p>and objectives:</p> <ol style="list-style-type: none"> 1. Establish clear records collection/interview procedure 2. Social workers to contact family and teachers 3. Attorney to consult with experts to establish diminished culpability based on youthfulness 4. Represent client in court to make a record of mitigating evidence and to preserve such evidence for future youth offender parole consideration. 	<p>1 attorney 2 social workers</p>	<p>3/1/2022</p> <p>2/28/2023</p>

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject:	<u>Policy Number</u>	<u>Page</u>
REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES	D-1	1 of 9

Policy:

1. Scope

This policy establishes procedures and standards for reimbursement of necessary actual expenses incurred by appointed department heads, employees, and other authorized persons, for whom allowance of expenses is authorized by or pursuant to law, resolution, or ordinance because they occur during performance of official county business. The Board of Supervisors and elective constitutional officers as well as their employees are exempt from this portion of the Board policy. This policy also specifies the types of occurrences that qualify a member of the Board of Supervisors to receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses in accordance with Government Code Section 53232.2(b). The Board of Supervisors, elective constitutional officers and each department head is charged with the responsibility of authorizing travel and including it in the proposed budget and ensuring such expenditures are within the approved budget.

The Auditor-Controller shall refer to the Executive Officer any reimbursement claim that is considered to not be in conformance with Board policy. The Executive Officer shall have the authority to approve the payment of any claim if there is lack of certainty regarding the application of Board policy to the questioned claim, or if the action of the department head was not unreasonable in light of all the circumstances. If the Executive Officer denies approval, the department head may place the matter on the agenda of the Board of Supervisors for final disposition.

Board of Supervisors

Members of the Board of Supervisors shall be allowed their actual expenses in going to, attendance at, and returning from state association meetings and their actual and necessary traveling expenses when traveling outside of the county on official business pursuant to Government Code Section 25008. Members of the Board of Supervisors may receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses incurred in the performance of official duties. Reimbursement for such expenses is subject to the provisions of this policy and California Government Code Sections 53232.2 and 53232.3. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for members of the Board of Supervisors. Types of occurrences that qualify a legislative body member to receive reimbursement of expenses relating to travel, meals, lodging and other actual and necessary expenses include the following:

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject:	<u>Policy Number</u>	<u>Page</u>
REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES	D-1	2 of 9

- A. Meeting with representatives of regional, state, national and foreign government on policy positions adopted by the Board of Supervisors;
- B. Attending educational seminars designed to improve officials' skill and information levels;
- C. Participating in regional, state, and national organizations whose activities affect the county's interests;
- D. Attending county events;
- E. Implementing a county-approved strategy for attracting or retaining businesses to the county, which will typically involve at least one staff member and;
- F. Attending meetings for which a meeting stipend is expressly authorized.

In accordance with Government Code Section 53232.2(f), all expenses that do not fall within this policy shall be considered for approval by the Board of Supervisors prior to incurring the expense, unless the expense involves a meeting in which a member of the Board of Supervisors is required to make a public report (see section 12). All expenses must be verified by a valid original receipt, as required by Government Code Section 53232.3(c), which includes the name of the vendor (e.g. hotel, restaurant) date of service and actual amount charged.

Members of the Board of Supervisors and elective constitutional officers, as well as their employees, shall be exempt from Sections 2 through and including 10 of this Board Policy.

2. Lodging

Actual cost for lodging, not to exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees, is allowed provided such cost is reasonable for the location and is consistent with government and/or conference/convention rates, if available, or usual charges established for the general public. For lodging in high cost cities as defined by the Internal Revenue Service (e.g., San Francisco, New York, Washington D.C., as described in IRS publication 1542) or by the Board of Supervisors (Sacramento) actual cost not to exceed \$239 per night, or applicable conference rate at conference hosting hotel is allowed. Lodging costs exceeding the established limit may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head to the designated Executive Office analyst along with a completed employee reimbursement form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES	D-1	3 of 9

member of a legislative body at the time of the booking. Higher rates based upon late registration or negligence by the department head in making an early reservation will be reimbursed at the \$159 rate.

An employee reimbursement claim for lodging must provide an explanation of the business purpose of the stay and be supported by a receipt/facility folio.

A government rate, if available, should be requested when booking a room (county employees should be prepared to provide proof of employment with the county). Only the single occupancy rate may be claimed for the reimbursement except when two or more county employees participating in the same function share a room; then a double occupancy rate may be claimed by dividing the cost between two claim forms and providing a memorandum explaining the shared room along with the lodging folio.

The department head may approve extended lodging if the cost is less than daily travel expenses without the extended stay. Approval of extended lodging for any location in Riverside, Orange, San Diego, Imperial, Los Angeles and San Bernardino counties is required prior to the travel occurrence and must be less costly than a daily commute.

.3. Meal Expenses

Actual (not to exceed maximum, see below) cost shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment that requires an overnight stay. A meal/s during attendance at any single day event will not be reimbursed.

- A. The maximum reimbursement for meals per day is \$51, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate (e.g. meal at \$6.00, tip \$1.20 equals a reimbursement of \$7.20).

The maximum reimbursement for meals per day in high cost cities (as described in item 2 above) is \$71, inclusive of taxes and tip.

- B. An employee reimbursement claim is based on actual (not to exceed maximum) cost.
- C. Reimbursement for meals may exceed the maximum amounts of \$51, but no more than \$71, only if the meal is organized by a non-county entity where the established price of the meal includes facility, speaker, or other costs and is a required portion of the meeting and/or conference. A written statement explaining the necessity for incurring such expense and supporting

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documentation (e.g. flyer, agenda or brochure) must be submitted with the employee reimbursement claim.

- D. Where the cost of a meal is included as part of a registration charge or fee, no additional employee reimbursement may be claimed for that meal.
- E. For same day travel, expenses for meals are limited to activities outside normal work duties. No reimbursement for meals will be made for same day travel. Reimbursement for a meal is provided when it is not reasonable for employees to provide their own meal. Special situations may be considered on a case-by-case basis. A memo from the employee to the department head is required and the department head's concurrence must be noted before the memo is forwarded to the designated Executive Office analyst for review and approval.
- F. Travel to a temporary worksite does not qualify an employee for meal reimbursement.
- G. No reimbursement shall be made for alcoholic beverages of any kind.
- H. Employees attending training or conferences for an extended period of time, more than seven consecutive days, may elect to purchase groceries and prepare their meals during the training/conference. In this event, grocery receipts are to be retained and submitted for reimbursement. Grocery charges exceeding the maximum daily cost will not be reimbursed. An employee electing to purchase and prepare food during an extended stay may purchase only food to be consumed during the designated period; no reimbursement will be made for incidentals including kitchen utensils, cookware, kitchen supplies and sundries.

4. Transportation

Actual cost of common carrier services, including taxicabs, car rentals and baggage fees, when necessary, shall be allowed. Departments are to utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Upon request from the Auditor/Controller supporting documentation that the flights and car reservations made were the least expensive option available is to be provided by the department. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) the department can document that no other option exists and the selected flight is the only option for travel. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares. Airline government and group rates must be used when available.

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Claims for payment or employee reimbursement shall be accompanied by a receipt for the purchase and a copy of the ticket purchased or other voucher for common carrier expense. Flight insurance is covered in Policy D-5.

5. Rental Cars

The county maintains a contract with a vehicle rental company and every effort should be made to use the contract company. If available, a county issued corporate rental vehicle card or Purchasing Card (P-card) shall be used for all travel requiring the use of a rental vehicle when the contract company cannot be used. Government and group rates must be used when available. Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle.

The rental vehicle may include a global positioning system if said equipment is standard; only standard equipment is allowed and no rental car reimbursement will be made for cars above the mid-range size unless four or more employees are traveling in the same vehicle and this information is documented in the reimbursement information.

If a county issued corporate card is unavailable, the county requires employees to purchase the Loss Damage Waiver (LDW) so the employee is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed. However, the county will not reimburse employees for the cost of other optional insurance. (e.g. liability, uninsured/underinsured motorist, personal accident & personal effects), as the county is self-insured for vehicle liability & third party physical damage and provides worker's compensation coverage.

Employees are required to notify Human Resources, Risk Management Division at (951) 955-3540 and the employee's supervisor as soon as possible (within 24 hours) of any event, incident or accident related to the rental car. The employee must complete "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form).

6. Private Automobile

Reimbursement for use of a private vehicle shall be allowed upon authorization of the department head, Executive Officer, or the Board of Supervisors. The county's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with IRS' periodic establishment of such a rate.

If an employee is required to use the employee's personal vehicle while in the course and scope of employment, the employee must, prior to using said vehicle, do the following:

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- A. Complete the "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form 30, authorizing the employee to use a personal vehicle which must be approved by the department head.
- B. Insure the vehicle to at least the minimum limits required by the State of California, or if registered/licensed out of state, the insurance must be equal to or greater than the minimum limits required by the State of California. Although not required, it is recommended that employees who use their personal vehicle while in the course of and scope of employment place a business use endorsement on their personal automobile policy. The expense of adding a business use endorsement is the sole responsibility of the employee.
- C. Maintain a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of county business is expressly prohibited, with the exception of Sheriff's Department sworn personnel on duty in a specific assignment.

When a department head authorizes use of a private vehicle for the convenience of the driver, instead of more economical travel by air, reimbursement shall not exceed the cost of usual airfare.

Employees are required to notify Human Resources, Risk Management Division's representative, and the employee's supervisor as soon as possible (within 24 hours) of any incident or accident. Employees must complete "County Vehicle Accident/Incident Report," Form 942-6 (Human Resources Safety Division form).

7. Private Aircraft

The use of private aircraft for the conduct of county business is expressly prohibited unless prior authorization is given by the Board of Supervisors.

8. Miscellaneous Expenses

Miscellaneous expenses, including charges for business telephone calls, fax service, internet service, e-mail services, the cost of usual or necessary services and supplies, including emergency repairs, parts or towing for county vehicles, conference registration fees, vehicle parking, bridge tolls, and any other justifiable business expenses shall be allowed if they represent a valid business need.

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A satisfactory explanation of the circumstances is required for these expenditures. An employee reimbursement for actual miscellaneous expenses shall be accompanied by an original receipt or other original voucher. Personal telephone calls and personal internet usage are not reimbursed.

9. Special Provisions for County Employees on Indefinite Assignments

When approved by the department head and Executive Officer or designee, employees assigned indefinitely (for periods of 90 days or more) out of town are provided the following compensation options:

- A. Standard reimbursements as provided herein (or limited by program provisions); or
- B. Commuter compensation model:
 - Meals: \$50.00 per day or portion thereof in travel status
 - Lodging: \$1,500 per month (prorated at \$50.00 per day)
 - Transportation Allowance: \$600 per month (Parking, Car Rental, etc):

Under the commuter compensation model, no receipts or records are required by the county. However, the employee must substantiate deductible expenses on his/her personal tax return.

No tax deduction is allowed by IRS if the assignment is expected to exceed one year. The "commuter compensation model" will be grossed up by a factor of 20% to recognize this tax impact for employees whose assignments are expected to exceed one year.

10. Travel Authorization

Reimbursement for travel expenses requires prior authorization as follows:

- A. By County Executive Officer or designee:

All travel wherein the estimated total cost (including registration, transportation, lodging, and meals) is not included in the approved budget, or is expected to cost \$1,000 or more per person or if the travel is out of state. Prior approval for travel estimated as costing more than \$1,000 or travel out of state is required even if the travel was anticipated and approved in the department's budget.

Each request should be in the form of a memorandum that details costs to be incurred and substantiates the need for said travel. Attendance must be required for purposes of maintaining a professional license, participation in professional activities which benefit the County of Riverside and not solely for

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the purpose of professional enhancement or to collect an award. Funding availability for the proposed travel is not a guarantee that the travel will be approved. The travel must provide a clear benefit to the County of Riverside.

Exception: extraditions, travel that involves the health/safety/security of a minor, and/or an individual 60 or more years of age or any individual who is the victim of domestic violence.

B. By Department Head:

All travel wherein the estimated total cost (including registration, transportation, lodging and meals) is less than \$1,000 per person. This travel should also be requested on an email prepared by the employee and outlining all anticipated expenditures. If the travel involves participation at a conference or training venue the proposed agenda should be included. The memorandum should explicitly detail how the proposed travel benefits Riverside County.

The Department Head's approval is an indication that the travel is included in the approved departmental budget. If the travel is not in the approved budget the Department Head should make a recommendation and forward the memo to the designated analyst in the Executive Office.

C. Format:

All approved travel should be noted on a per trip basis in a memorandum signed by either the County Executive Officer/designee or the department head as delineated in A. and B. above. A copy of the signed memorandum should be attached to any requests for payment of travel expenses, including Form 14 which follows.

11. Use of Claim Form

The employee expense claim must be filed on a form approved by the county, and must include date, business destination, amount, and business purpose. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. Claims filed after this time will not be considered for payment. Commuter compensation model will be processed as additional pay, and no other form will be required.

Original receipts are required for reimbursement. Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered as well as the total payment made. However, there may be rare occasions when providing an itemized receipt may not be possible due to the type and location of the restaurant. In

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that event, an original un-itemized receipt from the restaurant can be submitted. All claim forms and associated documents related to reimbursable county expenditures are considered public records, are subject to disclosure under the California Public Records Act {Chapter 3.5 (Commencing with Section 6250) of Division 7 Title 1}. (Form 14 attached).

12. Reports

Per California Government Code Section 53232.3 subparagraph (d), legislative body members are required to provide brief reports on meetings attended at the expense of the county at the next regularly scheduled meeting of the legislative body.

13. Penalties

Penalties for the misuse of public resources or falsifying expense reports in violation of expense reporting policies may include, but not be limited to, the penalties specified in Government Code section 53232.4.

Reference:

Minute Order dated 01/21/75
Minute Order 3.3 of 04/29/97
Minute Order 3.3 of 10/16/01
Minute Order 3.8 of 04/08/03
Minute Order 3.7b of 05/02/06
Minute Order 3.3 of 04/10/07
Minute Order 3.2 of 07/21/09
Minute Order 3.7 of 09/15/09
Minute Order 3.9 of 08/10/10
Minute Order 3-11 of 02/26/13