

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

-

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

CONTRACTOR NAME

LAW OFFICE OF THE SONOMA COUNTY PUBLIC DEFENDER

2. The term of this Agreement is:

START DATE

March 1, 2022

THROUGH END DATE

March 1, 2025

3. The maximum amount of this Agreement is:

\$653,326.79

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
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Attachment 1	Public Defense Pilot Program Application Instructions	*
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*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.)

LAW OFFICE OF THE SONOMA COUNTY PUBLIC DEFENDER

CONTRACTOR BUSINESS ADDRESS

600 Administration Drive, 111-J

CITY

Santa Rosa

STATE

CA

ZIP

95403

PRINTED NAME OF PERSON SIGNING

BRIAN MORRIS

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

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 Law Office of the Sonoma County Public Defender (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

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

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name: Brian Morris
Title: Public Defender
Address: 600 Administration Drive, 111-J, Santa Rosa, CA 95403
Phone: 707-565-3876

Designated Financial Officer authorized to receive warrants:

Name: Jeremy Scannell
Title: ASO
Address: 600 Administration Drive, 111-J, Santa Rosa, CA 95403
Phone: 707-565-3869
Email: Jeremy.scannell@sonomacounty.org

Project Director authorized to administer the project:

Name: Brian Morris
Title: Public Defender
Address: 600 Administration Drive, 111-J, Santa Rosa, CA 95403
Phone: 707-565-3876
Email: Brian.morris@sonoma-county.org

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that 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
2. July 1, 2022 to September 30, 2022
3. October 1, 2022 to December 31, 2022
4. January 1, 2023 to March 31, 2023
5. April 1, 2023 to June 30, 2023
6. July 1, 2023 to September 30, 2023
7. October 1, 2023 to December 31, 2023
8. January 1, 2024 to March 31, 2024
9. April 1, 2024 to June 30, 2024
10. July 1, 2024 to September 30, 2024
11. October 1, 2024 to January 1, 2025

Due no later than:

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

Final Invoicing Period:

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

Due no later than:

- April 16, 2025

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

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

2. GRANT AMOUNT AND LIMITATION

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

3. BUDGET CONTINGENCY CLAUSE

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

4. PROJECT COSTS

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

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

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

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

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

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

7. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	\$522,453.16
2. Services and Supplies	\$141.39
3. Professional Services or Public Agency Subcontracts	\$124,000.00
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Equipment/Fixed Assets	\$6,732.24
6. Other (Travel, Training, etc.)	\$0
7. Indirect Costs	\$0
TOTALS	\$653,326.79

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:

Law Office of the Sonoma County Public Defender

Date Submitted:

January 14, 2022

Proposal Checklist

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

	Required Items:	✓
1	Cover Sheet (previous page) <ul style="list-style-type: none"> • Insert Applicant Name and Date of Submission 	
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. 	
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. 	
4	Proposal Narrative <ul style="list-style-type: none"> • 3 pages or less 	
5	Proposal Budget <ul style="list-style-type: none"> • Complete BSCC Budget template 	
6	Project Work Plan	
	Optional:	
	Governing Board Resolution <i>Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.</i>	

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

X

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

Applicant Information Form: Instructions

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

Applicant Information Form

A. APPLICANT < Name> County		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT Law Office of the Sonoma County Public Defender		TAX IDENTIFICATION #: 94-6000539	
STREET ADDRESS 600 Administration Drive, 111-J	CITY Santa Rosa	STATE CA	ZIP CODE 95403
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. PROJECT TITLE:	Sonoma County Public Defense Pilot Project		
D. PROJECT SUMMARY (100-150 words):			
<p>The Law Office of the Sonoma County Public Defender is requesting (1) two limited-term attorney positions, (2) a mitigation specialist, and (3) a research, data, and evaluation consultant to seek relief for individuals pursuant to Penal Code sections 1170(d)(1), 1170.95, 1473.7 and 3051. The two limited-term attorneys will focus on preparing petitions for relief pursuant to these sections and subsequently arguing those motions in court. The mitigation specialist will investigate and report on the social and psychological background of these individuals. The research, data, and evaluation consultant will provide necessary data to support motions for relief pursuant to Penal Code section 1473.7 (Racial Justice Act).</p>			
E. GRANT FUNDS REQUESTED:		F. Penal Code(s) Addressed:	
\$653,326.79		1170(d)(1), 1170.95, 1473.7, and 3051	
G. PROJECT DIRECTOR:			
NAME Brian Morris	TITLE Public Defender	TELEPHONE NUMBER 707-565-3876	
STREET ADDRESS 600 Administration Drive, 111-J		FAX NUMBER 707-565-3357	
CITY Santa Rosa	STATE CA	ZIP CODE 94503	EMAIL ADDRESS Brian.morris@sonoma-county.org
H. FINANCIAL OFFICER:			
NAME Jeremy Scannell	TITLE ASO	TELEPHONE NUMBER 707-565-3869	
STREET ADDRESS 600 Administration Drive, 111-J		FAX NUMBER 707-565-3357	
CITY Santa Rosa	STATE CA	ZIP CODE 95403	EMAIL ADDRESS Jeremy.scannell@sonoma-county.org
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
I. DAY-TO-DAY PROGRAM CONTACT:			
NAME Brian Morris	TITLE Public Defender	TELEPHONE NUMBER 707-565-3876	
STREET ADDRESS 600 Administration Drive, 111-J		FAX NUMBER 707-565-3357	
CITY Santa Rosa	STATE CA	ZIP CODE 95403	EMAIL ADDRESS Brian.morris@sonoma-county.org

J. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
Jeremy Scannell	ASO	707-565-3869	
STREET ADDRESS		FAX NUMBER	
600 Administration Drive, 111-J		707-565-3357	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Santa Rosa	CA	95403	Jeremy.scannell@sonoma-county.org

K. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Brian Morris	Public Defender	707-565-3876	Brian.morris@sonoma-county.org
STREET ADDRESS	CITY	STATE	ZIP CODE
600 Administration Drive, 111-J	Santa Rosa	CA	95403
EMAIL ADDRESS			
Brian.morris@sonoma-county.org			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature <u>OR</u> a wet signature in blue ink.)			DATE
X			January 25, 2022

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

CONFIDENTIALITY NOTICE

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

Proposal Narrative

Our proposal addresses each Penal Code section available in the grant: Sections 1170(d)(1), 1170.95, 1473.7, and 3051.

Needs to be addressed by our proposal

Our proposal will seek to gain relief for individuals who were convicted and/or sentenced in the Sonoma County Superior Court and (1) who were under 18 years old when they committed an offense for which they were sentenced to life without the possibility of parole (**California Penal Code section 1170(d)(1)**), (2) who were convicted of felony murder (or attempt), murder under the natural and probable consequences doctrine (or attempt), or manslaughter, and who were not the actual killer and/or did not intend to kill (**California Penal Code section 1170.95**), (3) who were convicted or sentenced and who were (a) not properly advised of adverse immigration consequences, (b) have discovered evidence that establishes they are factually innocent, or (c) for whom their conviction or sentence was sought, obtained, or imposed on the basis of race, ethnicity, or national origin. (**California Penal Code section 1473.7.**), and (4) who were 25 years or younger at the time of the controlling offense for which they were committed to state prison (**California Penal Code section 3051**).

To obtain relief for these individuals, the Law Office of the Sonoma County Public Defender is requesting (1) two limited-term attorney positions, (2) a contracted mitigation specialist, and (3) a contracted research, data, and evaluation consultant.

The two full-time limited-term attorneys will be new positions hired by Sonoma County and will work on relief pursuant to California Penal Code sections 1170(d)(1), 1170.95, 1473.7, and 3051. These two attorneys will first need to identify and then contact incarcerated individuals who are entitled to relief pursuant to the statutes listed above. They will then work directly with these individuals and subsequently prepare the necessary petitions and/or motions for relief. Ultimately, the attorneys would prepare for and appear at the court hearings on those petitions and motions. Attorneys with criminal defense experience will be required to properly address these complex matters.

The mitigation specialist will perform extensive investigation into the social and psychological history of individuals who are seeking reduced sentences or youthful offender parole (Penal Code sections 1170(d)(1), 1170.95, and 3051). For instance, our attorneys will need to work hand in hand with our mitigation specialist to prepare

numerous individuals for their youthful offender parole hearings (Penal Code 3051). These hearings, which may not take place for many years in the future, require in depth analysis and documentation regarding a number of factors including: (1) childhood trauma, (2) insufficient adult support or supervision, (3) significant illness, (4) cognitive or developmental disabilities, (5) mental illness, and (6) efforts by the individual to rehabilitate themselves.

Finally, the requested research, data, and evaluation consultant will provide necessary supporting data and analysis to support Penal Code section 1473.7 Racial Justice Act motions. These motions, which will assert that the conviction or sentence was obtained on the basis of race, ethnicity, or national origin, will require complex research into relevant historical data from local criminal justice and other agencies.

How needs to be addressed by our proposal were identified

We identified the needs to be addressed by our proposal by (1) researching the statutes identified in the grant application, (2) communicating with other county public defender offices and the Office of the State Public Defender regarding potential strategies to seek relief under the specified statutes, (3) analyzing data regarding how many individuals may be eligible for relief under this grant, and (4) meeting with attorneys currently working on similar statutory relief.

Why needs are not being met with existing resources

The Law Office of the Sonoma County Public Defender does not currently have any resources dedicated to seeking relief pursuant to Racial Justice Act (Penal Code section 1473.7) or relief under Penal Code section 1170(d)(1). Our office does currently have an attorney and a part-time law clerk whose duties include seeking relief for individuals under Penal Code sections 1170.95 and 3051. However, this attorney and law clerk are also working on many other forms of post-conviction relief and do not have adequate time to address the volume of work under this pilot project. Further, our office does not currently have any resources for the necessary mitigation specialist and research, data, and evaluation consultant.

Data to support needs

We received preliminary relevant data from the California Department of Corrections and Rehabilitation (CDCR), Division of Correctional Policy Research and Internal Oversight Office of Research (report dated October 15, 2021). That data lists the number of individuals who were sentenced in Sonoma County for attempted murder (49) and manslaughter (25). We are awaiting data regarding such individuals who were convicted of murder and what was previously known as “felony murder” (Penal Code sections 187 and 189). Under Penal Code section 1170.95, some or all of these individuals may be eligible for relief under the pilot program.

We also received a 2017 report (source unknown, but likely from the Board of Parole Hearings at CDCR) regarding the number of individuals who may qualify for youthful offender parole under Penal Code section 3051. According to this report, there are 104 individuals who are currently in CDCR custody, who were sentenced in Sonoma County, and who are currently eligible or will be eligible in the future for a youthful offender parole hearing.

We are also awaiting data regarding individuals who were sentenced to life in prison without the possibility of parole in Sonoma County and who were under 18 years of age when they committed the offense.

We currently have an immigration attorney on staff who provides *Padilla* consultations. This attorney is aware of clients who are eligible to file a petition pursuant to Penal Code section 1473.7 regarding a failure to be properly advised regarding adverse immigration consequences. However, as we currently do not have the resources to file such petitions, we have not yet done so. With this pilot project, we will have adequate resources to file these petitions.

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](#).

Publi Defense Pilot Program - Project Budget and Budget Narrative

Name of Applicant: *Law Office of the Sonoma County Public Defender*

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	\$522,453.16
2. Services and Supplies	\$141.39
3. Professional Services or Public Agency Subcontracts	\$124,000.00
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00
5. Equipment/Fixed Assets	\$6,732.24
6. Other (Travel, Training, etc.)	\$0.00
7. Indirect Costs	\$0.00
TOTAL	\$653,326.79

1a. Salaries and Benefits

Name and Title	(Show as either % FTE <u>or</u> Hourly Rate) & Benefits	Total
Public Defender I - II, NEW POSITION	County of Sonoma New Position - 1.0 FTE, Benefited	\$246,237.32
Public Defender II - III, NEW POSITION	County of Sonoma New Position - 1.0 FTE, Benefited	\$276,215.84
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$522,453.16

1b. Salaries and Benefits Narrative:

Salaries and benefits are calculated using FY 22-23 position detail reports for the County of Sonoma.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
Office Supplies for new positions	Various office supplies for newly hired employees under the grant.	\$141.39
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$141.39

2b. Services and Supplies Narrative:

New positions will require various office supplies in order to effectively work towards identified goals.

3a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
Data Analyst - Temp	340 hours at \$100 per hour billing rate	\$34,000.00
Mitigation Specialist	300 hours at \$300 per hour billing rate	\$90,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$124,000.00

The two (2) term limited positions will incur IT costs including telephone and computer, additionally HR and Benefits administration costs. Recruiting costs based on recent attorney recruitments included.

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

Description	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$0.00

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

Enter narrative here. You may expand cell height if needed.

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 <u>and</u> Amount:	0.00%	\$0.00
2) Indirect costs will be charged as the Federal De Minimis (10% of Modified Total Direct Cost):		\$0.00
TOTAL		\$0.00

7b. Indirect Costs Narrative:

Enter narrative here. You may expand cell height if needed.

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.

	Identify, contact, and file petitions for individuals identified by CDCR who are eligible for relief pursuant to Penal Code sections		
Objectives (A., B., etc.)	A. Obtain CDCR lists of individuals eligible for relief pursuant to the statutes listed in the goal above. B. Draft letters to each individual asking them if they are interested in such relief. C. Prepare petitions and motions for relief with eligible individuals who are interested.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Hire limited term attorneys. 2. Hire a mitigation specialist. 3. The attorneys and the mitigation specialist will work with eligible individuals to prepare petitions for relief.	Brian Morris and Jeremy Scannell (for hiring). Limited term attorney and mitigation specialist (for preparing petitions).	March 1, 2022 - March 1, 2023	

	Gather relevant race, ethnicity, and national origin data that will support motions we will file pursuant to Penal Code section		
Objectives (A., B., etc.)	A. Have a data consultant reach out to various sources regarding race, ethnicity, and national origin data as it relates to criminal filing practices and over-representation of people of color in jails and in the criminal justice system. B. Identify cases in which relief can be sought based on the data received. C. Have attorneys use this data to support motions for relief pursuant to the Penal Code section 1473.7.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Hire limited term attorneys. 2. Hire a data consultant.	Brian Morris and Jeremy Scannell (for hiring). Limited term attorney and data consultant (for preparing petitions).	March 1, 2022 - March 1, 2023	

(3) Goal:			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. 2. 3.			

(4) Goal:			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date

1.		
2.		
3.		