



AmeriCorps VISTA Cost Share Memorandum of Agreement

Between

San Bernardino County Public Defender's Office
900 E Gilbert St
Bldg 5
San Bernardino, CA 92415-0911

and

AmeriCorps
California State Office
Corp. for National and Community Service
250 E Street SW
Washington, DC 20525-3249

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the parties: 1) Corporation for National and Community Service (an independent federal agency of the U.S. government whose operational name is "AmeriCorps"), hereinafter referred to as "AmeriCorps"; and 2) San Bernardino County Public Defender's Office, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps's AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for AmeriCorps to provide the Sponsor with up to two (2) AmeriCorps VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between AmeriCorps and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$15,312.00 to cost-share up to one (1) AmeriCorps VISTA member(s) and up to zero (0) summer associates and the assignment of up to one (1) AmeriCorps VISTA members(s) and up to zero (0) summer associates supported by AmeriCorps.

The Sponsor's cost-share of up to one (1) AmeriCorps VISTA member(s) and zero (0) summer associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or summer associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the AmeriCorps VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in in the General Provisions of the Cost Share MA.

This Agreement shall become effective on the date of 02/27/2022. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement. Activity on the project shall be deemed to have begun on 02/27/2022 and shall end thereafter on 02/25/2023, unless terminated sooner by either or both of the parties.

Click below to view:

General Provisions of the Cost Share MA

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and AmeriCorps staff must sign the Memorandum of Agreement even though single signatures only are required for agreements.)

Sponsor

AmeriCorps

Signed
by:

Thomas W. Sone

Title:

Public Defender

Date:

Signed
by:

Kshinte Brathwaite

Title:

Senior Portfolio Manager

Date:

COST SHARE MEMORANDUM OF AGREEMENT FOR AMERICORPS VISTA PROJECTS

Effective October 1, 2021



TABLE OF CONTENTS

I. Purpose of the Memorandum of Agreement (MA) and Provisions	2
II. Definitions	2
III. AmeriCorps Responsibilities	3
IV. Sponsor Responsibilities	4
V. Reporting Requirements.....	7
VI. Other Legal Requirements.....	8
VII. Affiliation with AmeriCorps	13
VIII. Cost Share Payment Requirements.....	14

I. Purpose of the Memorandum of Agreement (MA) and Provisions

This Memorandum of Agreement and its Provisions (“MA” or “Memorandum of Agreement”) constitute a binding agreement between the Corporation for National and Community Service, operating as AmeriCorps (AmeriCorps) and the Sponsor (“Sponsor”), regarding its VISTA Project. This Memorandum of Agreement details the number of AmeriCorps members serving in the VISTA Program who may be assigned to the Sponsor, the respective roles and responsibilities of AmeriCorps and the Sponsor regarding the operation of its VISTA project, and the full range of legal requirements of the Sponsor in the programmatic operations of its VISTA project. The assignment of members under this MA is subject to the Sponsor’s acceptable past performance, if applicable, and to the availability of funds. It is the Sponsor’s responsibility to ensure that the MA is signed by an authorized representative empowered to enter legal agreements with the Federal Government.

The Memorandum of Agreement is signed electronically in AmeriCorps’ electronic grant management system by both parties. On the rare occasion that a Sponsor is unable to electronically sign the MA, documentation of that restriction must be provided to AmeriCorps in advance.

To the extent AmeriCorps awards any grant funds associated with this Agreement, neither this Agreement, nor its Provisions, shall go into effect until the date of AmeriCorps’ award of the grant funds as set forth in the Notice of Grant Award.

II. Definitions

1. **Sponsor** refers to the non-profit organization or government agency that applies for and receives an award to place AmeriCorps members and operate a VISTA Project, and if applicable, receive a VISTA Support or Program grant.
2. **Project** refers to the set of activities, as set forth in the Project Application, for which the federal award of VISTA resources was made.
3. **Site** refers to a non-profit organization or government agency, usually separate from the Sponsor, that hosts AmeriCorps members who were assigned to the Sponsor’s VISTA Project, and where the AmeriCorps members perform service activities.
4. **Service Location**, also known as a Performance-Measures Service Location, refers to a non-profit organization or government agency, not hosting or receiving AmeriCorps members, that directly benefits from the services of one or more AmeriCorps members, as set forth in the Project Application.
5. **Memorandum of Understanding (MOU)** refers to the agreement document between the Sponsor and each of its Sites as outlined in Section IV, Number 4.
6. **Applicant** and **Candidate** are used to refer to individuals seeking to enroll in the VISTA program operated by AmeriCorps. An applicant is an individual who has applied to one (1) or more VISTA service opportunities created by the Sponsor and is awaiting further action on their application. A candidate is an individual who is recommended by the Sponsor to be selected to serve in the VISTA program and whose completed application has been approved by AmeriCorps. Neither an applicant

nor a candidate is a member, and neither an applicant nor a candidate is currently enrolled in the VISTA program.

7. **Member** refers to an individual that has taken the Oath of VISTA service and is currently enrolled for a full term of service in the VISTA program operated by AmeriCorps.
8. **Summer Associate** refers to an individual that has taken the Oath of VISTA service and is currently enrolled for a summer term of service in the VISTA program operated by AmeriCorps.

III. AmeriCorps Responsibilities

- 1) **Recommendation and Selection.** Following the Sponsor's recommendation for selection, the AmeriCorps Regional Office reviews the Applicant's application, subject to suitability and eligibility requirements and the availability of funds. AmeriCorps selects and assigns individuals to serve as members with the Sponsor's project. Only AmeriCorps has the authority to select and assign candidates, and all candidate selections and assignments are at the discretion of AmeriCorps.
- 2) **VISTA Assignment Description (VAD).** Each member has a VISTA Assignment Description (VAD) that sets forth the scope of VISTA activities that the member is expected to perform during their service term at the Sponsor. As part of the recruitment process, the Sponsor will prepare a VAD for each VISTA position that is in alignment with the goals described in the Project Application. While VADs may be developed and proposed by the Sponsor, all VADs must be reviewed and approved by AmeriCorps.
- 3) **Orientation and Training.** AmeriCorps will provide candidates an online member Orientation at the start of the service term and may provide additional training later in the service year. The Sponsor will provide Site Orientation and Training (SOT) for members, and in-service training (online or in person), as specified in the Project Narrative.

During the member Orientation, which includes two extended webinars, AmeriCorps will provide information regarding volunteer discrimination complaint rights and procedures and grievance rights and procedures, in accordance with federal law and applicable regulations. Prior to the member Orientation webinars, and throughout the service term, AmeriCorps will make available to all candidates and members the VISTA member Handbook.

- 4) **Member Benefits.** AmeriCorps will provide members with any benefits to which each is eligible, as prescribed by statute and VISTA program policy. Depending on the eligibility and circumstances of each member, benefits may include a living allowance, relocation assistance, an end of service award, health benefits and childcare coverage.
- 5) **Oversight.** AmeriCorps will periodically review the use of its members to achieve the objectives and perform the task(s) specified in the Project Application. This review may include monitoring and/or onsite visits and interviews with Sponsor staff, Site staff and the members.

- 6) **Communication with Sponsor.** AmeriCorps will provide the Sponsor timely information concerning applicable AmeriCorps and VISTA regulations, policies and procedures.
- 7) **Project Support.** AmeriCorps will provide technical assistance to the Sponsor and, subject to the availability of funds, conduct training for the Sponsor's Project Director and/or Supervisor(s).
- 8) **Removal and Termination.** AmeriCorps will promptly respond to written requests by the Sponsor to remove any member from the project in accordance with VISTA regulations, policies and procedures. AmeriCorps will effect removals of members from Sponsors, and effect early terminations from the VISTA program. AmeriCorps has sole authority and responsibility to effect a member's removal from a Sponsor and termination from the VISTA program.

IV. Sponsor Responsibilities

- 1) **Project Operation Requirements.** The Sponsor will operate the project in accordance with the Domestic Volunteer Service Act of 1973 ("the Act"), applicable regulations and program policies, and other Federal legal requirements that are, or become, applicable to the VISTA program. The Sponsor will also operate the project in accordance with the approved Project Application. The Sponsor will also engage in best efforts to accomplish the goals set out for the members in the Project Application and comply with the Certifications and Assurances included within the Project Application.
- 2) **Community Involvement.** To the maximum extent practicable, the Sponsor and each of its Sites will consult with and involve the people of the community or communities to be served by members in planning, developing, and implementing the project.
- 3) **Project Director/Supervisor and Site Supervisor Training.** Subject to the availability of funds, AmeriCorps will conduct training for the Sponsor's Project Director and/or Supervisor(s). In such case, the Sponsor shall ensure that the individual named in the Project Application as the Project Director/Supervisor participates in such training and shall ensure the training of Site supervisors with the support of the AmeriCorps Regional Office.
- 4) **Intermediary Projects.** The Sponsor may carry out a VISTA project through, in part, one or more Sites. The Sponsor must enter into a Memorandum of Understanding (MOU) with each Site that is a separate legal entity. The MOU must have at least the following elements:
 - a. Written understanding and agreement that the Site is required to properly ensure that all VISTA resources are used to carry out the VISTA project in conformity with all applicable AmeriCorps laws, regulations, policies, procedures, program guidance and the MA Provisions;
 - b. Responsibilities of the parties and other program requirements;
 - c. Policies and procedures regarding requesting removal of members;
 - d. Records to be kept and reports on project and member progress to be submitted; and

- e. Written understanding and agreement that while the Sponsor maintains responsibility for the Site's proper use of members, the Site may be held financially responsible to AmeriCorps for the inappropriate use of all such VISTA resources by the Site.

The Sponsor retains the responsibility for compliance with this Memorandum of Agreement; any agreements that it has with Site(s); all applicable regulations; and all applicable policies, procedures, and program guidance issued by AmeriCorps regarding the VISTA program. Evidence of each Site's eligibility to receive VISTA resources must be maintained by the Sponsor and available for review by AmeriCorps and the AmeriCorps Office of Inspector General. The Sponsor shall not request or receive any compensation from any Site for services performed by a member or summer associate. The Sponsor shall not request or receive application fees or any other compensation from a potential Site or a potential Service Location as consideration for the Site or Service Location to operate as part of the Sponsor's project. The Sponsor shall not receive payment from, or on behalf of, any Site for costs associated with VISTA program assistance, except for reasonable and actual costs incurred by the Sponsor directly related to the Site's participation in a VISTA project.

- 5) **Site Support Payment (SSP).** The Sponsor may only receive payment from, or on behalf of, any Site, for reasonable and actual costs associated with VISTA program assistance incurred by the Sponsor directly related to the Site's participation in a VISTA project. Thus, Sponsors may only receive "Site Support Payments" (SSPs) for reasonable and actual costs incurred by the Sponsor directly related to the Site's participation in the VISTA project. SSPs may only be collected by Sponsors for expenses directly attributable to the VISTA project and that are not being funded by AmeriCorps via a Support or Program grant. SSPs shall not be collected for any costs related to the Sponsor's overall operating expenses. SSPs are separate from, and must be treated separately from, funds that a Sponsor receives from a Site for the purpose of cost sharing the VISTA living allowance. SSPs may not be required of, or received from, performance measurement-only Service Locations (described in the Definitions section) as they do not receive members. The Sponsor must provide a description of each year's projected SSP in the Intermediary Justification narrative of the project application. The same SSP information must be included in the Memorandum of Understanding (MOU) with each Site.
- 6) **Delegation and Subcontracting.** The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Memorandum of Agreement, with the exception of delegation or assignment to approved Sites. Members may be assigned by the Sponsor to perform duties with other eligible public or private non-profit agencies or organizations (Sites or Service Locations) as described in the Project Application and in accordance with written MOUs with each Site. AmeriCorps VISTA grant funds, if provided to the Sponsor, may not be sub-granted to other organizations.
- 7) **Proper Use of VISTA Resources at All Times.** VISTA resources include the time and activities of the member AmeriCorps assigns to the VISTA Sponsor and supports through member benefits. The Sponsor is required to ensure that all VISTA resources are properly used at all times. If AmeriCorps determines that the Sponsor, and/or, if applicable, any Site of the Sponsor (as described in the Definitions section), has misused VISTA resources in violation of Federal law, Federal regulation, or the terms or conditions of this Memorandum of Agreement, the

Sponsor and/or the Site may be held financially responsible to reimburse AmeriCorps for VISTA living allowances, and, if applicable, end of service awards and other AmeriCorps funds provided in support of a member. Whether the Sponsor and/or the Site is held financially responsible to reimburse AmeriCorps is within AmeriCorps' complete discretion.

- 8) **Recruitment and Recommendation for Selection.** The Sponsor will use the AmeriCorps recruitment system to post service opportunities, review applications and make candidate recommendations for selection to the AmeriCorps Regional Office, in advance of online member Orientations. The Sponsor will review and act on all submitted applications, whether to accept or reject them, in a timely manner. To ensure applicants are suitable for VISTA service, the Sponsor will interview and screen applicants and verify references prior to recommending applicants to AmeriCorps for selection.
- 9) **VISTA Assignment Description (VAD).** As part of the recruitment process, the Sponsor will prepare a VISTA Assignment Description for each VISTA position that is in alignment with the goals described in the Project Application. Upon the Sponsor's recommendation of an applicant's selection, and prior to AmeriCorps' approval of that applicant to be a member, the Sponsor will assign an approved VAD to the individual.
- 10) **Orientation and Training.** The Sponsor will arrange and be responsible for providing in-depth Site Orientation and Training (SOT) for all incoming members at the beginning of their service. The Sponsor will assist AmeriCorps, as needed, in the provision of pre-service and in-service training (online or face-to-face), as specified in the Project Narrative. The Sponsor will submit SOT plans to the appropriate AmeriCorps Regional Office at least thirty (30) days in advance of the candidate's first day of service. SOT must begin on the member's first day of service and be completed within the first four weeks of a member's assignment to the Sponsor. The Sponsor should provide additional training designed to foster project and member success and to include professional development throughout the member's assignment year.
- 11) **Supervision and Project Support.** The Sponsor shall supervise all assigned members on a day-to-day basis, and as described in the Project Narrative. If members are placed at Sites, the Sponsor shall ensure that each Site organization provides day-to-day supervision and support. The Sponsor will provide service-related transportation, administrative resources and other project support needed to successfully conduct the project activities. Service-related transportation may include mileage reimbursement for the member(s)' vehicles, public transportation fares and/or use of vehicles owned or leased by the Sponsor.
- 12) **Health and Safety.** The Sponsor shall make every reasonable effort to ensure that the health and safety of all assigned members are protected during the performance of their assigned duties. The Sponsor shall not assign or require members to perform duties which would jeopardize their safety or cause them to sustain injuries. In the event of a serious injury, the Sponsor shall notify AmeriCorps promptly.
- 1) **Grievance Rights.** The Sponsor will comply with all members' grievance rights and procedures in accordance with federal law, applicable regulations, and the VISTA member Handbook. AmeriCorps will provide to Sponsors and Candidates and members information regarding

volunteer discrimination complaint procedures, and grievance procedures, as provided in federal law, applicable regulations, and the VISTA member Handbook.

- 2) **Record-keeping.** The Sponsor shall create and maintain records involving members and the project, including the tracking of leave taken by assigned members, as AmeriCorps may require. Those records shall be made available to AmeriCorps and the AmeriCorps Office of Inspector General upon request. The Sponsor agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to AmeriCorps for the purpose of litigation, audit or examination.
- 13) **Unscheduled Absences.** The Sponsor and/or Site supervisor will report to the appropriate AmeriCorps Regional Office, within 24 hours, the unscheduled departure of all assigned members, and otherwise keep AmeriCorps timely informed of unscheduled changes of status and conditions of members, such as arrests, medical emergencies, hospitalization, and absence without leave.
- 14) **Days of Service.** Should activities be organized in the communities where the members are assigned for service, the Sponsor will allow assigned members to participate in Days of Service, e.g., Martin Luther King, Jr. Day of Service and the September 11th National Day of Service and Remembrance.
- 15) **Removal Requests.** The Sponsor will contact their AmeriCorps Portfolio Manager whenever there is a concern with a member's conduct or performance. If the Sponsor wishes for AmeriCorps to remove the member from the project, they must submit that request in writing including supporting documentation (letter or email). AmeriCorps will promptly respond to written requests by the Sponsor to remove any member from the project in accordance with AmeriCorps' policies and procedures. When warranted, AmeriCorps will effect removals of members from the Sponsor, and effect early terminations from the VISTA program of its members. AmeriCorps has the sole authority to remove and terminate members.
- 16) **Close of Service.** Forty-five (45) days prior to the end of a member's service term, the member must complete the Future Plans Form (FPF). The Sponsor must work with the member(s) to ensure the FPFs are done and when submitted, is required to complete the Sponsor's section of the FPF within five (5) workdays after receipt. The Sponsor or its Site supervisors may provide letters of reference to their members.

V. Reporting Requirements

- 1) **Sponsor Verification Form.** On a biweekly basis, the Sponsor must complete and submit the Sponsor Verification Form within three (3) workdays of receipt to confirm which members remained active during the previous pay period, and which members left service at the Sponsor during the previous pay period. If applicable, the Sponsor must indicate the actual departure

date of any member who leaves during the previous pay period if the departure is prior to completion of their service term. This reporting requirement does not replace the requirement of the Sponsor or its Sites to notify AmeriCorps immediately regarding the departure (e.g., early termination, AWOL) of any of its members. The Sponsor must certify the Form even if no members left/leave during the pay period covered by the Form.

- 2) **Project Progress Reports.** The Sponsor will submit Project Progress Reports within the required time frame.
- 3) **VISTA Progress Report Supplement (VPRS).** The Sponsor will submit the VPRS within the required time frame, generally 30-45 days after the end of the federal fiscal year or after the project closes, as directed by the Region Office.
- 4) **Federal Financial Report (FFR):** If awarded a Support or Program grant, the Sponsor will submit the required FFRs within the required time frame as described in the separate Notice of Grant Award (NGA).

VI. Other Legal Requirements

- 1) **Status of Members during Service.** Members are eligible for all benefits and coverage provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the “income disregard” provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

Members shall not be considered employees of the Sponsor. Members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

Prohibition on Nepotism. To avoid actual or apparent nepotism in the operation of VISTA projects, the following assignment arrangements are prohibited:

- a. **Members.** A member cannot be assigned to a VISTA project Site if they are:
 - i. in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a staff member involved in the management or operation of the project or project Site, or of an AmeriCorps staff member in the applicable Regional Office who makes decisions or takes actions regarding the project or the Site;
 - ii. a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin), of a staff member involved in the management or operation of the project or project Site, or of a AmeriCorps staff member in the applicable Regional Office who makes decisions or takes actions regarding the project or the Site;

- iii. in the immediate family (e.g., spouse, domestic partner, parent, or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific VISTA Project or project Site where the member is assigned or reports for service;
- iv. a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin), of a member of the board of directors of the specific VISTA Project or project Site where the member is assigned or reports for service.

b. **VISTA Project Supervisory Employees.** A project and/or Site employee is prohibited from holding a VISTA project supervisory position if s/he:

- i. is in the immediate family (e.g., spouse, domestic partner, parent, or guardian whether by blood or adoption, child whether by blood or adoption) of any AmeriCorps official responsible for the management and/or oversight of the VISTA Project.
- ii. is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin), of any AmeriCorps official responsible for the management and/or oversight of the VISTA Project.
- iii. is in the immediate family (e.g., spouse, domestic partner, parent, or guardian whether by blood or adoption, child whether by blood or adoption) of any project and/or Site employee who holds supervisory authority over him/her; or
- iv. is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin), of any project and/or Site employee who holds supervisory authority over him/her.

2) **Nondiscrimination.** No person with responsibilities in the operation of the project shall discriminate against any member, or member of the staff, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, political affiliation, marital or parental status, or military service.

3) **Ensuring Accessibility for Persons with Disabilities.** By signing this MA, the Sponsor certifies that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating Sites are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.

4) **Sexual Harassment.** Sexual harassment is a form of discrimination based on sex and that is prohibited. As the Sponsor of federal resources from AmeriCorps, the Sponsor is responsible for violations of the prohibition against sexual harassment and for taking corrective action toward and/or disciplinary action against Sponsor staff or Site staff, if such violations occur.

AmeriCorps is responsible for violations of the prohibition against sexual harassment and for taking corrective action toward and/or disciplinary action against members, if such violations occur. Such sexual harassment violations include:

- a. Acts of “quid pro quo” sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Sponsor, its agents or supervisory employees should have known of the acts.
 - b. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
 - c. Acts of sexual harassment toward fellow members or non-employees, where the Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.
- 5) **Supplemental Payments Prohibited.** Monetary living (living) allowance rates provided to members are designed to comply with the statutes governing the VISTA program. Sponsors and Sites are strictly prohibited from providing members or summer associates with monetary or other assistance, except as allowable by policies in the VISTA Supervisors’ Manual.
- 6) **Prohibitions of Use of VISTA Resources by Sponsor.** The Sponsor agrees that no member assigned to the Sponsor, and no other federal financial assistance provided by AmeriCorps, shall be used to assist, provide or participate in:
- a. Partisan and non-partisan political activities associated with a candidate, including voter registration or providing voter transportation to the polls;
 - b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition;
 - c. Labor or anti-labor organization or related activities;
 - d. Religious instruction, worship services, proselytization, or any other religious activity as part of their duties;
 - e. Activities or service that would supplant the hiring of or result in the displacement of employed workers, existing volunteers or impair existing contracts for service;
 - f. Receiving or accepting compensation from members or from beneficiaries for the services of members;
 - g. Requesting, charging or accepting participation or application fees from potential VISTA applicants or candidates; or
 - h. Requiring or accepting project application fees from potential Sites.

7) **Other Prohibited Activities.** The Sponsor agrees that it is prohibited from allowing members assigned to the project to engage in the following activities:

- a. Reporting or completing Progress Reports, the VISTA Progress Report Supplement (VPRS), Continuation applications or Amendments, the Sponsor Verification Report or other reports and forms required of the Sponsor in eGrants; and
- b. Taking actions in any AmeriCorps system on behalf of the Sponsor for any other AmeriCorps programs, such as applying for and reporting on AmeriCorps grants, selecting AmeriCorps members, tracking hours or closing out service terms and granting AmeriCorps Education Awards.

8) **Whistleblower Rights and Remedies for Employees of the Sponsors.** The Sponsor is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at <https://www.americorpssoig.gov/whistleblower-protection>. As such, Sponsor is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:

- a. Gross mismanagement or waste of a Federal contract or grant;
- b. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of AmeriCorps or the successful performance of a contract or grant of AmeriCorps);
- c. A substantial and specific danger to public health or safety; or
- d. A violation of law, rule, or regulation related to a Federal contract or grant.

The Sponsor is required to notify all of its employees that an employee may disclose suspected wrongdoing described above to any of the following:

- a. The Office of Inspector General at AmeriCorps;
- b. An AmeriCorps employee responsible for contract or grant oversight or management;
- c. A management official or other employee of the Sponsor who has the responsibility to investigate, discover, or address misconduct, or;
- d. An authorized official of the U.S. Department of Justice or other law enforcement agency, a member of Congress, or a representative of a committee of Congress, or the Government Accountability Office (GAO).

The Sponsor is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described above, the employee may

submit a complaint to the AmeriCorps OIG within three (3) years of the date on which the alleged reprisal took place.

9) **Amendments.** This Memorandum of Agreement may be amended at any time, in writing, by authorized representatives of the Sponsor, and the appropriate AmeriCorps Senior Portfolio Manager.

10) **Increases in VISTA Payment Amounts during This Memorandum of Agreement.** The parties to this MA are cognizant of the likelihood of future area-based “cost-of-living” increases to subsistence allowances, to which members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, members shall reflect and be adjusted to account for such general increases, in accordance with the Act and AmeriCorps’ regulations and procedures.

11) **Severability.** If any provision of this MA is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this MA. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

12) Termination and Suspension

a. Sponsor: Right to Terminate with Notice. The Sponsor may terminate this MA at any time by giving at least thirty (30) days’ notice in writing to AmeriCorps of its intent.

b. AmeriCorps: Right to Terminate or Suspend. AmeriCorps may terminate or suspend this MA in accordance with applicable terms and procedures set forth in applicable Federal regulations and 42 U.S.C. § 5052. The Sponsor understands and agrees that AmeriCorps may take action to terminate or suspend this MA, or deny renewal of this MA or VISTA resources, for failure to comply with the applicable terms and conditions of this MA.

13) **Order of Precedence.** In the event of inconsistencies or conflicts between the Project Narrative and the MA, this agreement shall govern.

14) **Notices.** All notices and communications required to be given to AmeriCorps by the Sponsor, shall be directed to the AmeriCorps Senior Portfolio Manager or Portfolio Manager. All notices to be given to the Sponsor by AmeriCorps shall be directed to the Project Director as indicated in the Project Application.

a. In the event that any of the parties or addresses referenced in the above paragraph change, written notice to all other parties must be provided within seven (7) days of the change. Such written notice must include the Project Number and Sponsor EIN. Within seven (7) days of the change, the Sponsor must also update its information in eGrants, including deactivating staff accounts for individuals no longer working at the Sponsor’s organization.

VII. Affiliation with AmeriCorps

- 1) **General Statement.** Sponsors and Sponsors of federal agency AmeriCorps assistance or resources shall identify their programs, projects or initiatives as AmeriCorps projects accordingly. All agreements with Sponsors, Sites, or Service Locations, related to AmeriCorps programs and initiatives must explicitly state that the project is an AmeriCorps project and AmeriCorps members are the resource being provided.

Similarly, Sponsors and Sponsors shall identify all national service members serving at their projects as AmeriCorps members.

- 2) **Visual Representations and Prominent Display.** Sponsors shall identify their programs, projects, or initiatives, and their members, through the use of visual representations, including logos; insignias; written acknowledgements, publications and other written materials; websites and social media platforms; and service gear such as clothing. All visual representations must follow current AmeriCorps branding guidelines, which include proper logo use and cobranding requirements. To provide Sponsors technical assistance in ensuring compliance with proper logo use and cobranding requirements, AmeriCorps provides brand guidelines, to which Sponsors and Sites should refer and follow. The brand guidelines are available at <https://www.americorps.gov/newsroom/communication-resources>.

All Sponsor and Site websites and social media communications shall clearly state, as appropriate, that they are an AmeriCorps partner or funded by a grant from AmeriCorps and shall prominently display the AmeriCorps logo. Sponsors and Sites shall prominently display the AmeriCorps name and logo on all service gear and public materials, in accordance with AmeriCorps' requirements. Public materials are defined in the branding toolkit.

- 3) **Acknowledgement and Disclaimer on Published Materials.** The appropriate AmeriCorps logo shall be included on publications related to an award of AmeriCorps assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to:

a. This material is based upon work supported by AmeriCorps under Grant No(s) []. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps."

- 4) **Acknowledgement and Disclaimer on Published Materials.** The appropriate AmeriCorps shall be included on publications related to an award of AmeriCorps assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to:

a. This material is based upon work supported by AmeriCorps under Project No(s) [].

Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps.”

- 5) **Brand Identification Through Publicity.** Sponsors shall provide information or training to their AmeriCorps members about how their projects are part of AmeriCorps. Sponsors are strongly encouraged to place signs that include the name and logo at all their service Sites and may use the slogan “AmeriCorps Serving Here”. When AmeriCorps members and projects are publicized – including but not limited to public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels – individuals must be identified as AmeriCorps members, while projects should be identified as AmeriCorps projects and, where possible, appropriate logos must be displayed.
- 6) **Alteration of Brand Identities Prohibited Without AmeriCorps Written Permission.** Sponsors may not alter the AmeriCorps logos or other AmeriCorps branding and must obtain written permission from AmeriCorps before using the AmeriCorps name or logo, on materials that will be sold. Sponsors must also obtain written permission from AmeriCorps before permitting donors to use the AmeriCorps name or logo in promotional materials.
- 7) **Prohibited Use or Display of Names and Logos for Certain Activities.** The Sponsor or Sites may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute or regulation, including certain political activities.

VIII. Cost Share Payment Requirements

- 1) **Bi-Weekly Allowance Payments Made by AmeriCorps to VISTA members.** The Sponsor shall reimburse AmeriCorps for bi-weekly payments to all cost-share members, covered by this Agreement, for their living allowances (i.e., monthly subsistence allowances) as stated in the Budget.
- 2) **Reimbursement Schedule for Sponsor to Pay Back AmeriCorps.**
 - a. AmeriCorps Issues Bi-Weekly Invoices: At the end of each pay period during which cost-share members are serving throughout the term of this MA, AmeriCorps will provide the Sponsor with an invoice electronically that details the member allowance expenditures made by AmeriCorps, on behalf of the Sponsor, in that pay period. The Sponsor will have 30 days to tender full reimbursement to AmeriCorps of the total expenditures noted on the invoice.
 - b. Requirement For Full Reimbursement to AmeriCorps By Due Date: In accordance with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), AmeriCorps’ Claims

Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (31 CFR Parts 900 to 904), the Sponsor is required to fully reimburse AmeriCorps for the expenditures that AmeriCorps made to the cost-share member(s) on behalf of the Sponsor by the Due Date set forth on the Invoice. Also, under federal law, any expenditures that AmeriCorps makes to the cost-share VISTA member(s) on behalf of the Sponsor is considered a debt of the Sponsor, and AmeriCorps must try to collect the debt it is owed.

- 3) **Reimbursement Procedures for Sponsor to Pay Back AmeriCorps.** All reimbursements made by the Sponsor to AmeriCorps – i.e., reimbursements and close-out payments for any amounts remaining due -- may be paid through <https://www.pay.gov/public/home>. Within 45 days after the end of the project (whether by termination or by expiration of this Agreement), AmeriCorps will provide a final accounting of member allowance expenditures, together with a final invoice for any amount remaining due, pursuant to the Sponsor's cost-share Agreement. Payment of any invoice described above is due within 30 days of the date of the invoice.
- 4) **Interest, Administrative Costs, and Penalties for Non-Reimbursement and Delinquencies.** The parties to this MA understand that the reimbursement amounts that the Sponsor owes AmeriCorps, as set forth in the invoices, discussed above in parts b. and c., are considered debts under Federal law and applicable regulations. As a federal agency, AmeriCorps must comply with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), AmeriCorps' Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (4 CFR Part II.). Accordingly, AmeriCorps is required to try to collect all debts that it is owed. Such debts include any and all reimbursement amounts that the Sponsor owes AmeriCorps.
 - a. The Sponsor is required to pay AmeriCorps the full reimbursement amount set forth on each invoice, by the date specified on the invoice. Any reimbursement amounts unpaid by the Sponsor to AmeriCorps by the date specified on the invoice becomes a delinquent debt. A debt becomes delinquent the day after the date specified on the invoice for the full reimbursement amount.
 - b. The parties to this MA understand that to the extent that the reimbursement amount that the Sponsor owes AmeriCorps, as set forth on the invoice, becomes delinquent, the Sponsor is subject to interest on that delinquent debt in accordance with the DCIA at 31 U.S.C. § 3717. To the extent the Sponsor's debt remains delinquent for more than 60 days, AmeriCorps shall initiate action to collect such debt with interest. In addition, in instances where the Sponsor has such debt that remains delinquent for more than 90 days, AmeriCorps may also initiate action to collect interest, administrative costs and penalties. Debt collection may include referral to the U. S. Department of the Treasury, Debt Management Services. The debt may also be collected by the Internal Revenue Service through the U.S. Department of the Treasury Offset Program (TOP).
- 5) **Non-Reimbursement or Delinquency May Result in Cessation of VISTA operations.** The Sponsor understands and agrees that if the full reimbursement amount set forth on each cost share invoice is not paid by the date specified on the invoice and thus becomes a delinquent debt, AmeriCorps may deny refunding of the VISTA project, or suspend or terminate the VISTA

project prior to the conclusion of the last term of service date for all members or summer associates currently assigned to the Sponsor, or may take such other action as is appropriate and legally available to AmeriCorps. The Sponsor further understands and agrees that should AmeriCorps take any action available to it as a result of a failure to make a full reimbursement amount set forth on each cost share invoice, that the debt owed by the Sponsor to AmeriCorps is not extinguished, and that such debt remains due and owing regardless of other actions taken for violations of this Memorandum of Agreement.

DRAFT

Target Populations

Low-income Native Americans, Native Alaskans & Pacific Islanders
Low-income individuals with disabilities
Individuals & families experiencing homelessness
Unemployed individuals
Low-income adults
Low-income youth
Low-income formerly incarcerated youth
Low-income formerly incarcerated adults
Low-income communities
Low-income veterans
Low-income military families

Narratives

Executive Summary

The San Bernardino County Public Defenders Office mission is defending Constitutional rights and pursuing justice through excellent representation. Our vision is to be recognized for providing the best defense. The proposed VISTA project aligns with the CNCS focus areas and objectives of economic opportunity and veterans/military families. The VISTA project will seek to end the revolving door of justice which continually shackles individuals to poverty.

The San Bernardino County Public Defenders Office believes its new program, Building Communities through Post-Conviction Relief and Engagement will accomplish the aforementioned goals by: removing artificial barriers to employment and housing, increase clients access to social services, improve client and residents opportunity for civil engagement, and promote client and residents participation in the community.

The VISTA project expects to benefit any county resident (past or present) who have been convicted of a qualifying offense within San Bernardino County. At this time, it is difficult to give an estimated number of individuals who will benefit from the program, as any individual who has been convicted of a qualifying offense going back as far as the 1950s would be eligible for post-conviction relief. With that said, the department handled approximately 50,000 new filings within the last fiscal year. Not all of these individuals would be eligible for post-conviction relief, but it gives a brief approximation of the number potential beneficiaries on a yearly basis.

The 4 VISTA members (2 standard and 2 cost share members) will contribute to the goals of the project by helping to expand the scale, impact and resource leveraging ability of the department to

DRAFT

Narratives

implement its new program. The VISTA members will serve as community liaisons to cultivate relationships, form strategic alliances and promote the departments post-conviction relief services with local GOs, CBOs and NGOs. The VISTA members will help create and roll-out the new program and begin a new grass roots media campaign to strengthen the departments relationship with the community. The VISTA members will help to create a data collection system for the department to use to track results; employment, promotions, pay increases, housing, restoration of rights and connecting clients with sustainable social services over 3 years; which will be the expected length of the project.

Summary of Accomplishments

Currently we are still dealing with the Covid-19 pandemic here in California. Although some other counties have been allowed to reduce restrictions on out door activity, San Bernardino County has remained one of the counties most affected by the pandemic and continues to have to operate under the States most restrictive Covid protocols.

With that said, during the last year our VISTA members have contact over 20 community based organizations to see if their is any assistance our department can provide to their organizations. Our VISTA's also include that our department may be able to assist in connecting them with other organizations who may be providing the same services or other services that can fill their need gaps.

Our VISTA's have been able to make contact with 12 new community based organizations who we are currently working with to try and provide support due to the pandemic and any additional resources we may be able to contact on their behalf.

One of these groups is Good Will of Southern California, where we would establish a partnership to provide a record expungement clinic at their locations in the hopes that it will create a large employment initiative.

In a partnership with National Expungement Week of Southern California, we are currently in the process of planning our first virtual based Q&A and appointment based expungement fair to help with our post-conviction relief.

Our department is also exploring potential partnerships/collaborations with organizations such as

DRAFT

Narratives

Next Gen United, Smile America Abdi Foundation, Sista's Making a Difference and our County's Prison 2 Employment program.

One of our community outreach efforts that has been successful is our partnership with two regional (Eastern Coachella Valley) organizations to strategize our departments role in assisting with a local water supply crisis (Oasis Mobile Home Park)

It came to the departments attention that the mobile home parks water supply had been contaminated with arsenic (over 1200 residents). Although the EPA later found that the water supply was with normal limits after "repairs." The residents continued to report that the water had a bad odor/color.

The department continued to work with the local organizations on subsequent testing and providing additional water drops through office and community based donations. The department was able to secure a pledge from Stater Bro's charities to discount 12 pallets of water (over 10,000 bottles of water) down to cost plus CRV. The difference in retail price and whole sale cost was over \$5000.00.

The department was about to initiate a public funding campaign when subsequent testing revealed that the problem with the water supply was not fixed. Currently the state and county have stepped in to secure potable water for the community. The department continues to stay in contact with the two community organizations to make sure they have sufficient water. Should that change the department will move forward with the plans stated above.

Another accomplishment was partnering with two local community based organizations to provide Thanksgiving meals for over 30 families and during Christmas organize a toy drive for children of incarcerated parents or families who were in need of assistance. The department was able to raise enough funds to provide enough toys for over 100 children and families.

The department continues to work with 2 new organizations who are willing to provide direct services to at risk youth. These services would include mentorships, education assistance, extra curricular activities such as dance, boxing and volunteering in the community to help others in need.

DRAFT

Narratives

During the last year the department has been able to resume its homeless court program. This program primarily targets vets, but any person who is homeless in the county can appear and clear any warrants. The participant understand that if they appear, all of their warrants (excluding serious or violent felonies) will be recalled (meaning they will not be taken into custody) and the cases are handled during the event. During this three day event, over 400 individuals appeared and were able to take part in the event.

Halloween candy drive- the department partnered with 3 community based organizations and Children's Network to do a candy drive. This collaboration allowed the department to deliver 1000lbs of candy to Children's Network, who then distributed the candy to children of veterans, those who lived in low income areas or whose parents were incarcerated.

San Bernardino Community Christmas- Toy drive- the department is currently working with 20 community based organizations to put on San Bernardino Cities first Community Christmas. The target goal is to distribute 5000 toys to children who live in low income areas, children of the foster care system, children of incarcerated parents and veterans. In addition to toys, the group is collaborating to give 1000 turkeys and connect the attendees to social services provide by county agencies. This event will be held 12/18/21 and it is the intention of all involved to make this an annual event.

Need

Over the last decade, a powerful movement led by formerly incarcerated people, community based organizations (hereafter CBOs) and non-government organizations (hereafter NGOs), have elevated the issue of criminal justice reform across the United States. After a 2011 federal court order mandated that California reduce the population of its overcrowded prisons, thousands of inmates were transferred from state prisons to county jails as a part of a process called realignment. Recognizing that more than one in four Californians, or eight million adults, had a criminal record on file with the state, which is a by-product of the decades of over-criminalization and policing of low-income communities of color. [1] The California Legislature, by and through the electorate, enacted numerous criminal justice reform propositions and statutes to aid those with criminal convictions. Since 2014, California has passed Proposition 47 (reducing certain non-violent felony charges to misdemeanors),

DRAFT

Narratives

Proposition 57 (parole for non-violent offenders), Proposition 64 (decriminalizing marijuana crimes), and Penal Code Section 851.91 (sealing of arrest records where no conviction was sustained). Some residents with criminal convictions can still attempt to have past criminal convictions removed from their records under California Penal Code Section 1203.4 (expungement) and California Penal Code Sections 4852.10 - 4852.21 (certificate of rehabilitation and pardon).

Although the California Legislature and some of the electorate have embraced the need for criminal justice reform, this does not mean the message resonates with every citizen in California. Often times, tough on crime' policies that pervade our communities cement the traditional approach to criminal justice: retribution. Some in California, are already seeking to undo some of California's criminal justice reforms through proposed 2020 ballot initiatives that would, among other things, reduce the number of inmates who can seek earlier parole and reclassify theft crimes back to felonies. [2]

In California, research has shown that more than half of those released from prison will be back behind bars within three years. [1] Many reenter their communities having served time for minor, nonviolent drug or property crimes. Whether a previously incarcerated person is employed is one of the most significant factors in reducing the number of people who return to prison or jail, helping them reclaim their lives and reintegrate into society. [2] There is also a direct correlation between high rates of poverty and homicide rates. In California, cities where poverty is low and have few if any homicides versus those where poverty is high and the numbers of homicides are equally high. [3]

Criminal background checks result in discrimination against more than one in four Californians who have arrest or convictions in their past, despite the fact that the vast majority of those job-seekers have not recently served time. In addition, Californians with criminal convictions are categorically shut out from hundreds of occupations that require licenses or other clearance from the state. Lastly, stigma among employers remains a substantial barrier for all people with records, and it has an immensely disproportionate impact on Latinos and African Americans; which currently constitute 63 percent of San Bernardino County residents. [4][5]

Beyond background checks, a broad array of other statutory and administrative roadblocks systematically exclude reentry into the workforce and deny individuals access to critical services that could ease their transition back into the community; such as student loans, food stamps, and housing

DRAFT

Narratives

subsidies. A majority of formerly incarcerated people are either homeless or live with family members upon release. Their housing situations remains precarious because local housing policies prohibit previously incarcerated individuals from living in the home. Their families' housing is also threatened because the entire household becomes subject to eviction for having an unapproved tenant. This untenable situation exist despite federal guidance that encourages local public housing agencies to support family reunification for people coming out of jails or prison. The practice of exclusion is not solely limited to public housing; private landlords use background checks to exclude those with criminal convictions. Without a stable place to call home, holding down a job or completing a job training program become exponentially more difficult.

San Bernardino County finds itself at a cross roads in the movement towards positive criminal justice reform. Current needs are not being met because our county lacks restorative justice programs that reduce violence, recidivism and cost. Compounding the lack of restorative justice programs in San Bernardino County is that its residents face a whole host of socioeconomic inequities which puts the county on the brink of spiraling further into poverty.

Geographic Characteristics Of San Bernardino County:

San Bernardino County is the largest county in the contiguous United States, encompassing 20,053 miles, which includes 24 cities, 81 unincorporated communities and a population of 2,174,938. From 2000-2016, the population of San Bernardino County increased 18.6 percent and was the fifth largest population in the state of California. [Last recorded data] [6]

Social Characteristics Of San Bernardino County:

54 percent Latino, 28 percent White, 9 percent African American, 7 percent Asian/Pacific Islander, 1 percent Native American. 1 percent two or more races; 20 percent of county residents are born outside of the United States and 41 percent of County households speak a language other than English at home; 42 percent of households have children under 18 and 34 percent of families have children under 18 led by a single parent.[6]

Poverty And Unemployment Rate:

DRAFT

Narratives

The current poverty rate in San Bernardino County is 16.2 percent, which has continued to rise over the last 10 years and is currently higher than the state and national averages. In 2017, 23 percent of children under the age of 18 were living in poverty versus 20 percent in 2008. The percentage of adults living in poverty also grew during this same time from 12.5 percent in 2008 to 14 percent in 2017. There is also a growing pool of working poor within San Bernardino County. In 2017, 7 percent of the civilian labor force ages 16 and older who were employed were living in poverty. Also, the poverty rate for the unemployed population in the labor force has increased, rising from 23.8 percent in 2008 to 32 percent in 2017. [6]

Affordable Housing:

Between 2016 and 2017, the cost of living in San Bernardino County rose 2.5 percent. It was also 28 percent more expensive to live in the county when compared to the national average. Over the last year, the median rental rates in San Bernardino County increased 5 percent; median rent for a one-bedroom apartment was \$1,003. The hourly wage needed to afford such an apartment was \$19.29; equivalent annual income of \$40,120. [6]

Housing Assistance:

Residents seeking assistance through the local housing authority receive little help due to low supply and high demand. Most seeking rental subsidy will wait many years before the opportunity arises. In 2017, there were over 40,000 households waiting for rental assistance vouchers. The supply of vouchers remains limited because housing authorities have not had the opportunity to apply to the federal government for additional housing vouchers since 2003. [6]

Hunger Related Statistics:

As of 2016, 12 percent of the residents in San Bernardino County faced food insecurity. [7]

Crime Rate:

DRAFT

Narratives

In 2016, the City of San Bernardino had 35 homicides; the per capita rate resulted in the City of San Bernardino outpacing Chicago for the title of deadliest city in the United States. Although the County has seen a slight decline in property crime between 2014 and 2016, it has seen the violent crime rate increase 20 percent. Specifically, since 2014, the rate of rape increased 74 percent, robbery 19 percent, aggravated assault 16 percent, homicide 14 percent (2017- 128 homicides). This rate of increase means that a County resident had a 1 in 18 chance of being a victim of either a violent/property crime. Overall, 97 percent of California communities had a lower crime rate. [6]

Without change to the current structure of the criminal justice system in San Bernardino County, the revolving door of the criminal justice system will continue to turn. The focus of the San Bernardino County Public Defenders Office (hereafter SBCPD) is to reorient the public, policy makers, law enforcement, prosecutor, judges and probation officers to institute effective criminal justice reform into the County. The SBCPD seeks to introduce a paradigm shift that will be achieved through visionary leadership, community engagement, adequate funding and resources. SBCPD believes its new program, Building Communities through Post-Conviction Relief and Engagement will accomplish the aforementioned goals by: removing artificial barriers to employment and housing, increase clients access to social services, improve client and residents opportunity for civil engagement, and promote clients and residents participation in the community.

The new program will build off the current Post-Conviction Relief Unit (hereafter PCRU), which was formed in 2014. Originally, the SBCPD created the PCRU, which was comprised of two attorneys and one office assistant, because the relief granted under Proposition 47 was not automatic. Every person with a criminal history seeking relief needed the assistance of an attorney (SBCPD) because the petitions and the arguments made in support thereof are hyper-technical. As the California Legislature and the electorate continued to pass more criminal justice reform proposition and statues, the department continued to add more staff to provide services to the growing number of eligible individuals who could petition for relief. Today, this unit is currently comprised of four attorneys (including one Supervising Deputy Public Defender), two paralegals and three office assistants. Although the SBCPD has been able to continue to add additional staff, it still faces funding restrictions which limits the departments ability to fully service eligible individuals and develop a comprehensive public education campaign.

DRAFT

Narratives

A public education campaign is one of the key components of the new program because SBCPD faces limited political engagement and activism of the electorate. In addition to the overall 16 percent poverty rate discussed above, over 40 percent of county residents qualify for Medi-Cal. Given the pressing need for basic services, many county residents cannot engage in reform efforts and merely subsist. San Bernardino County has many socioeconomic inequities and lacks sufficient reform and progressive-minded residents that engage in the policy-making process. By making direct contact with the electorate, a dialogue for change can begin to address specific local needs, which will be focused on creating pathways out of poverty for low-income communities that can then be carried to the policy makers, law enforcement, probation department, prosecutors and judges.

Over the last year, the SBCPD has been successful in connecting with GOs, CBOs and NGOs in the cities of San Bernardino, Rancho Cucamonga and Victorville. The SBCPD has jointly conducted 20 job, resource and expungement fairs in the last 12 months. At each of these fairs, the PCRU comes into direct contact with 25 to 200 community members who need assistance in just clearing their criminal records. This does not include the number of community members who overall attend the fairs for job, education and social services. Over the last 12 month period, the PCRU has processed 700 applications.

The SBCPD needs to strengthen its current relationship with GOs, CBOs and NGOs, but also expand its reach into the County's remaining 21 urban/rural cities and the 81 unincorporated communities. By tapping into inherent community assets, strengths and resource, SBCPD can make sure that the new program gains a firm foothold in each community and builds a frame work of support that all residents of the communities can rely on to support each other.

Research from Clearinghouse Community, part of the Sargent Shriver National Center on Poverty, supports SBCPDs belief that removing criminal convictions from individuals records is an effective tool to bring individuals out of poverty. Their study shows that when expungements allow a person to get a job, that person's family income increases. Clients at the project earn an average of \$6,190 more each year after an expungement.[8] One reason expungement raises income is that it helps applicants obtain professional licenses. An estimated 20 percent of the U.S. workforce required a professional license. An unquantifiable benefit of expungement on employment is workers willingness to apply for jobs, promotions or new positions without fear of disqualification by a background check. As more

DRAFT

Narratives

and more people become employed and secure housing, they start to become more self-sufficient. As they begin to lift themselves out of poverty, they start to engage in more community-oriented events rather than worrying about where they will sleep or when their next meal will come. They begin to believe there is greater potential for them out there. [8]

SBCPD, with the assistance of the VISTAs, seeks to end the revolving door of justice which continually shackles individuals to poverty. This is especially true given that individuals returning from prison face unemployment rates as high as 70 to 80 percent.[5] Studies have shown that 600 days after release from prison, 76 percent of unemployed parolees had recidivated compared to 58 percent of those employed.[6] SBCPD understands that getting people jobs is just not enough. Getting people jobs so they can afford housing and a comfortable living in San Bernardino County is a start to empowering individuals to emerge from poverty. Public defenders from New York to Los Angeles say they have to do a better job of both getting the word out and pushing states to fund those efforts.[9] This is San Bernardino's initial call.

Works Cited:

1. California Department of Corrections and Rehabilitation, 2014 Outcome Evaluation Report (California Department of Corrections and Rehabilitation, Office of Research, July 2015), http://www.cdcr.ca.gov/Adult_Research_Branch/Research_Documents/2014_Outcome_Evaluation_Reports_7-6-2015
2. John M. Nally et. al., 'The Post-Release Employment and Recidivism Among Different Types of Offenders with a Different Level of Education: A 5-Year Follow-Up Study in Indiana,' *International Journal of Criminal Justice Sentences* 9, no. 1 [2014]: 16-34; Mark T. Berg and Beth M. Huebner, 'Reentry and The Ties That Bind: AN Examination of Social Ties, Employment, and Recidivism,' *Justice Quarterly* 28, no. 2, (April 1, 2011).
3. Voice: <https://theivoice.com/san-bernardino-ranks-second-among-california-cities-with-highest-murder-rates/>
4. Devah Pager, The Mark of a Criminal Record, *American Journal of Sociology*, 108, no. 5 (2003): 937-75.
5. Marcus Nieto, Adult Parole and Probation in California' (California Research Bureau, September 2003), <https://www.library.ca.gov/crb/03/09/03-009.pdf>.
6. San Bernardino County, Community Indicators Report, (2018),

DRAFT

Narratives

http://www.sbcounty.gov/Uploads/CAO/Feature/Content/SB_2018_REPORT_-3.pdf

7. San Bernardino County, Public Health, 'Food Security and Obesity in San Bernardino County, (2017); <http://wp.sbcounty.gov/dph/wp-content/uploads/sites/7/2018/01/food-security-and-obesity-in-san-bernardino-county-2017.pdf>

8. Clearing House Community, Part of the Sargent Shriver National Center of Poverty Law, Expungement: A Gateway to Work, (April 2015).

<https://www.poertylaw.org/clearinghouse/articles/expungement>

9. NPR, Scrubbing The Past To Give Those With A Criminal Record A Second Chance, (February 19, 2019), <https://www.npr.org/2019/02/19/692322738/scrubbing-the-past-to-give-those-with-a-criminal-record-a-second-chance>

Strengthening Communities

In 2014, the San Bernardino County Public Defender (SBCPD) created the Post-Conviction Relief Unit (hereafter PCRU), which was comprised of two attorneys and one office assistant, because the relief granted under the new criminal justice reform propositions and statutes is not automatic. Every person with a criminal history seeking relief needs the assistance of an attorney (SBCPD) because the petitions and the arguments made in support thereof are hyper-technical. As the California Legislature and the electorate continued to pass more criminal justice reform proposition and statutes, the department has continued to add more staff to provide additional services. Today, this unit is currently comprised of four attorneys (including one Supervising Deputy Public Defender), two paralegals and three office assistants. Although the SBCPD has been able to continue to bring on additional staff, it still faces funding restrictions which limits the department's ability to develop a comprehensive public education and relief campaign.

Over the last year, the SBCPD has been successful in connecting with government organizations (GOs), community-based organizations (CBOs) and non-government organizations (NGOs) in the cities of San Bernardino, Rancho Cucamonga and Victorville. The SBCPD has jointly conducted 20 job, resource and expungement fairs in the last 12 months. At each of these fairs, the PCRU comes into direct contact with 30 to 200 community members who need assistance in just clearing their criminal records. This does not include the overall number of community members who attend the fairs for job, educational, social services and expungements. Over the last 12 month period, the PCRU

DRAFT

Narratives

has processed 1500 applications. The SBCPD needs to further develop its footholds in the above communities while also expanding its reach into the remaining 21 urban/rural cities and the 81 unincorporated communities.

SBCPD needs the assistance of 4 VISTA members to expand the scale, impact and resource leveraging ability of the department to implement its new program Building Communities through Post-Conviction Relief and Engagement. Once the VISTAs understand SBCPD's commitment to community-oriented defense practices, its holistic representation philosophy and the communities we serve, they will serve as community liaisons to cultivate relationships, form strategic alliances and promote the department's post-conviction relief services with local GOs, CBOs and NGOs.

SBCPD, with the assistance of the VISTAs, will roll-out the new program and begin a new grassroots media campaign to discover, cultivate and strengthen relationships with as many local GOs, CBOs, NGOs that can be identified in San Bernardino County. In partnership with these organizations, SBCPD can establish regular job, resource and expungement fairs that not only attract SBCPD's target population, but also other members of the community seeking education, employment and social services.

VISTA members will assist SBCPD in creating a model that can be utilized to expand the reach of the new program into the urban, rural and unincorporated communities within San Bernardino County. This model can then be used and modified as needed to ensure success long after the VISTAs three years. One of key components to the success and sustainability of the new project will be the ability to track previous performance and results. As the new program takes root in the new communities, SBCPD and the VISTAs will develop accurate data tracking systems to assess progress and results.

VISTA members will assist SBCPD in creating a system that will not only be able to account for the number of individuals the department comes in contact with at job, resource or expungement fairs, but also the overall number of attendees. This information will be useful when meeting with GOs, CBOs and NGOs to convince them to become involved because SBCPD can demonstrate the effectiveness of the events and the attention they will receive by attending.

VISTA members will assist SBCPD in creating a new post-conviction portal that will not only market

DRAFT

Narratives

the PCRU services, but it will also allow SBCPD's clients to create an account that will allow them to fill out necessary documentation, communicate with staff and track the progress of their request. SBCPD believes the portal will substantially increase the departments ability to manage the influx of more clients while also enabling clients who have limited resources to easily access the necessary documents and forward them to the department. Ultimately, this new system will foster better access and communication between the department and its clients.

VISTA members will assist SBCPD in creating a system that will allow the department to follow up with clients who have had their records cleared to track results; employment, promotions, pay increases, housing, restoring voting rights and connecting with social services. The ability to track tangible results is essential to SBCPD's ability to secure more funding resources and staffing in the future. This system will also enable the department, based upon feedback, to make the necessary changes to ensure long-term stability of the program many years after the VISTAs leave.

To accomplish all of the goals set forth above, the 4 VISTA members will be housed in the Human Services Division of the Public Defenders Office, located at 900 E Gilbert St., Bldg. 7, in San Bernardino California. These VISTA members will work under the direct supervision of the Chief Deputy Public Defender of the division and the Supervising Deputy Public Defender who is responsible for overseeing the success of the Departments new program.

Day-to-day, the VISTA members will work alongside the Supervising Deputy Public Defender overseeing the post-conviction team. The Chief Deputy, through weekly meetings, will assess progress and help identify challenges and formulate solutions. Monthly reports to the Assistance Public Defender and bi-monthly meetings with the Public Defender will guide the VISTA's focus and strategic approach to support the effective flow of information, establish and promote the program, and effectuate the paradigm shift of criminal justice reform in the county.

VISTA members daily activities will help the SBCPD to develop systems that will allow the SBCPD to do the following:

Develop and implement a public relations media plan; help conduct community outreach and organizing meetings with community residents and organizations

DRAFT

Narratives

Serve as the direct liaison between these groups and the department in order to establish long term sustainable relationship[s that will assist with the program's success

Identify potential collaborators and plan informal meetings; improve communication about community projects among partner organizations; Help develop commitments among collaborators to the project

Develop an outreach plan for target organizations, participants, beneficiaries; help ensure program is relevant to potential partnerships

Develop a database to track performance measures, success and failure rates; develop social media tools to initiate a grassroots media campaign for the project; train current staff on how to update and maintain the management system; help develop a web based interface/portal for community based organizations and beneficiaries to use to better access and track services being provided by the department and the project

Help the department and other community based organizations to recognize the need for volunteers and seek out assistance from organizations such as AmeriCorp VISTA; develop partnerships for recruiting volunteers

Expand existing post-conviction relief efforts to remove criminal convictions from individuals records that prevent employment, promotion, housing or other benefits they may be entitled

Help revamp the current system being used to remove criminal convictions that prevent employment, promotion, housing or other benefits

Recruitment and Development

METHOD OF RECRUITMENT

The San Bernardino County Public Defenders Office (SBCPD) will seek 4 AmeriCorp VISTA members that can serve as a community liaison to cultivate relationship, form strategic alliances and promote the departments post-conviction relief services. The department will advertise and market the position through electronic (email announcements, social media post, department website, AmeriCorp VISTA

DRAFT

Narratives

site) and traditional outlets (job board postings, professional journal advertisements), in-person (job/career fairs, community boards and events, workforce development center, etc.), and dedicated recruitment websites.

Department staff will screen candidates for appropriate qualifications, experience and to gauge their commitment. Department staff will screen candidates for appropriate qualifications, experience and to gauge their commitment. Top candidates will be interviewed to ensure that the best qualified candidate(s) is/are selected and join our team.

SKILLS A VISTA SHOULD BRING TO THE POSITION

Minimum requirement of high school diploma or equivalent.

Preferred- bachelors degree- business, accounting, statistics, computer science, social work, public relations, and journalism.

Organized, able to handle hard deadlines.

Proficiency in- Word, Excel, PowerPoint, Photoshop, Video editing, Social media (website creation, facebook, twitter)

Good interpersonal skills.

Excellent communication skills- oral and written.

Public Speaking- advocating for others is a key responsibility. Those who love speaking with different kinds of people and making a difference in the lives of others at the grassroots level will thrive in this role.

Ability to develop contacts in local communities and cultivate sustainable relationships on behalf of the department.

Serve as a personal contact for the department.

Ability to coordinate outreach events/meetings.

ADA ACCOMODATIONS-

The SBCPD prides itself on the diversity of its employees, adheres to all Federal Laws regarding accommodating employees with disabilities, and requires all employee attend an in-house training on ADA compliance. SBCPD will provide all reasonable accommodations to meet the needs of qualifying persons with disabilities wishing to serve as a VISTA.

DRAFT

Narratives

TRANSPORTATION

Although it would be preferred that each Vista member have their own personal transportation, this is not a requirement for selection. The City of San Bernardino has public transportation (bus transit system) that the VISTAs would be able to utilize to reach the office they will be assigned to at 900 E. Gilbert St. San Bernardino, California. For travel during work hours or in the course of duties on behalf of the department, the VISTA members (valid drivers license required) will be able to utilize county/department vehicles. Each VISTA will be required to attend a county drivers awareness/safety course upon selection for the position. (no cost will be incurred by the VISTAs to attend this course) If in a situation where no county/department vehicle is available for the VISTAs to use and their work obligation cannot be rescheduled, VISTAs would be reimbursed at the standard mileage rate of \$.56 cents per mile. VISTAs may travel an average of 300-500 miles per month using a county vehicle.

INCENTIVES

SBCPD does not currently have the capability to provide any additional incentives at this time other than the training opportunities discussed below.

ORIENTATION AND TRAINING

Upon hiring the VISTA members, the Public Defender will announce the members new role to department staff, key partners and community members. Upon the members arrival, he or she will be introduced to the executive management team and learn of SBCPDs commitment to community-oriented defense practices and its holistic representation philosophy. After the initial welcoming, the VISTA members will be assigned to their regular work location, where he or she will work closely with the Chief Deputy and the Supervising Deputy Public Defender of the post-conviction unit. The VISTA members will review the blueprint and plan for implementing the departments Building Communities through Post-Conviction Relief and Engagement. With the support and assistance of the Chief Deputy, Supervising Deputy Public Defender and the post-conviction staff, the VISTA members will be consulted in mapping out his or her role in executing the blueprint and achieving the departments goals.

DRAFT

Narratives

The SBCPD will ensure that the VISTA members have the opportunity to visit each SBCPD office location and explore the communities served. SBCPD will also ensure that the VISTA members has/have sufficient time to study and understand the departments programs and services, while always having access to the Chief Deputy, Supervising Deputy Public Defender and the post-conviction staff should the members have any questions.

Once the VISTA members feel comfortable in their role and understand the requirements, he or she will partner with department staff. Shadowing department staff, at key stakeholder engagements and/or meetings, will allow the VISTA members to gain confidence and experience to work more independently and focus on establishing community partnerships and strategic alliances.

Each VISTA member will have the opportunity to attend all in-house trainings that are available to all SBCPD employees. In addition, our two Vista members may attend a leadership/management development training program to become a more effective leader. This will be depend on whether such trainings resume since being suspended due to Covid-19.

Throughout the three year program, SBCPD will ensure that the Vista members have assigned office space, office supplies, computer, telephone, iPad, cell phone and county vehicles for transportation between approved events or offices during normal business hours. Also, SBCPD has a full-time IT department that each Vista member will be able to contact should they need technical assistance or support.

VISTA Assignment

Over the last year, the SBCPD has been somewhat successful in connecting with CBOs, NGOs to jointly conduct 20 job, resource and expungement fairs. Although the department does receive some phone calls and inquiries for services via the internet, these fairs are currently the primary way the SBCPD is able to make contact with individuals who are potentially eligible to remove convictions off their records.

As has been previously stated throughout this application, the SBCPD needs to expand its efforts,

DRAFT

Narratives

especially given that research shows that 1 in 4 Californians has suffered a criminal conviction. San Bernardino County's population is currently 2,174,938; this means that 543,734 residents have potentially suffered a criminal conviction. Comparing that number to the number of petitions the department has processed in the last year, it is reasonably fair to say that the SBCPD is just scratching the surface in reaching out to individuals who may be eligible to have criminal convictions removed from their records.

Because the SBCPD has such a great need for assistance in expanding its new program, the VISTA members' key objectives for the next year would be to assist the SBCPD in the following:

Develop and implement a public relations media plan; help conduct community outreach and organizing meetings with community residents and organizations

Serve as the direct liaison between these groups and the department in order to establish long term sustainable relationship[s] that will assist with the program's success

Identify potential collaborators and plan informal meetings; improve communication about community projects among partner organizations; Help develop commitments among collaborators to the project

Develop an outreach plan for target organizations, participants, beneficiaries; help ensure program is relevant to potential partnerships

Develop a database to track performance measures, success and failure rates; develop social media tools to initiate a grassroots media campaign for the project; train current staff on how to update and maintain the management system; help develop a web based interface/portal for community based organizations and beneficiaries to use to better access and track services being provided by the department and the project

Help the department and other community based organizations to recognize the need for volunteers and seek out assistance from organizations such as AmeriCorp VISTA; develop partnerships for recruiting volunteers

DRAFT

Narratives

Expand existing post-conviction relief efforts to remove criminal convictions from individuals records that prevent employment, promotion, housing or other benefits they may be entitled

Help revamp the current system being used to remove criminal convictions that prevent employment, promotion, housing or other benefits

As mentioned above, although the SBCPD has been somewhat successful in connecting with CBO's, NGO's and NGO's over the last year in some cities, we need to do more. The VISTA members will help implement the departments new program, begin to expand the reach that the department already has and serve more residents of our community. Not just over the next year, but the final two years of the grant.

Project Management

SUPERVISION

The supervision structure of the Vista members will be as follows:

Thomas Sone- Interim Public Defender- part-time

Jennie Cannady- Chief Deputy Public Defender- full-time

David McClave- Supervising Deputy Public Defender- full-time

STRATEGIES USED TO ENSURE PREPAREDNESS AND MONITORING PERFORMANCE

To ensure the VISTA members are prepared for their assignments, the Public Defender will announce the members new role to department staff, key partners and community members. The VISTA members will be introduced to the executive management team and learn of SBCPDs commitment to community-oriented defense practices and its holistic representation philosophy. After the initial welcoming, the VISTA members will be assigned to their regular work location within the Human Services Division (900 E Gilbert St.), to promote comradery and team cohesion. Each VISTA member will have an assigned work station, office supplies, computer, telephone, iPad, cell phone and access to county vehicles to carry out all of their assigned task. The SBCPD will ensure that the VISTA members have the opportunity to visits each SBCPD office location and explore the communities to be served. SBCPD will also ensure that the VISTA members have sufficient time to study and understand the

DRAFT

Narratives

departments programs and services.

Initially, VISTA members will meet with the Chief Deputy, Supervising Deputy Public Defender and the post-conviction team to discuss the objectives of the new program. As a team, a strategic plan will be developed based upon the strengths and weaknesses of the VISTA members and the institutional resources of the department. From there, clearly defined goals will be established so that everyone on the team knows what direction the new program will be heading from the beginning. The team will also develop a project schedule to define a series of task and milestones that must be completed throughout the duration of the programs grant period.

Day-to-day, the VISTA members will work alongside the Supervising Deputy Public Defender, 3 Deputy Public Defenders, 2 paralegals and 3 office assistants who make up the post-conviction team. Initially, VISTA members will shadow each of the post-conviction team members to learn what duties and responsibility each team member. As the VISTA members become more comfortable in understanding their roles and requirements, they will slowly begin to work more independently on some of their projects.

The Chief Deputy, through weekly meetings, will assess progress and help identify challenges and formulate solutions. Monthly reports to the Assistance Public Defender and bi-monthly meetings with the Public Defender will guide the VISTAs focus and strategic approach to support the effective flow of information, establish and promote the program, and effectuate the paradigm shift of criminal justice reform in the county.

PROJECT SITES

N/A

COMMUNITY INVOLVEMENT

The SBCD will ensure that low-income communities have input into the projects plan, execution of the project and ongoing support by announcing the new programs implementation at public and private community policy/speaker engagement events. The SBCPD, with the assistance of the VISTA

DRAFT

Narratives

members, will also start a new social media campaign to announce the new programs implementation.

The VISTA members will also assist the department in identifying potential CBOs, NGOs, GOs who will assist in establishing job, resource and expungement clinics. The VISTA members will be responsible for establishing connections with these organizations, cultivating relationships and being a direct point of contact to make sure that the partnership formed are sustainable. Strong relationships with these organizations are essential to the new programs success because these organization will assist the SBCPDs ability to start a dialogue for change that will begin to address specific local needs, which will be focused on creating pathways out of poverty for low-income communities. Long term, the SBCPD would like to establish regular regional meetings, where interested parties can come together to discuss issues and develop more sustainable long term solutions for low-income communities.

ASSESSMENT OF PROJECT PERFORMANCE

With the assistance of the VISTA members, SBCPD will develop a data collection and tracking system that will allow the department to ensure an unduplicated count of outputs and outcomes. A sample of some of the data the department will be looking to track are:

Number of CBOs, NGOs and GOs contacted by VISTA members

Number of job, resource and expungement fairs attended/established

Number of communities, cities or unincorporated areas targeted for the fairs

Overall foot traffic at job, resource and expungement fairs

Number of CBOs, NGOs, GOs attending the events and the types of services offered

Number of potential beneficiaries we make contact

Number of potential beneficiaries who receive services from the department

Number of eligible beneficiaries who receive services from the department

Specific services received

Outcome of services

Petitions granted, denied

Follow up- received employment, promotion, pay increase, housing or any other benefits now that

DRAFT

Narratives

conviction has been removed from beneficiaries records

Website/Portal/Social Media

Number of hits and traffic

The data collection and tracking systems will help to establish a database which will allow the department to quickly generate reports. This will enable the management and post-conviction team to access the data and implement any necessary changes as needed.

Online surveys will also need to be developed and used (ex. survey monkey) to track feedback from the departments beneficiaries and also residents, CBO's, NGO's and GO's that the department comes in contact.

Organizational Capability

In 1959, the San Bernardino County Board of Supervisors created the Public Defenders Office to provide legal counsel and defense services for persons accused of felony crimes at the Superior Court level who could not afford to employ private attorneys. In 1961, the departments administration oversaw the offices expanded mandate to represent misdemeanor and juvenile clients. The departments mandates have continued to grow over the years, some of those to include individuals committed to the state hospitals under civil commitment statutes, Proposition 36 three strikes reform initiative and youthful offenders parole eligibility hearings.

The San Bernardino County Public Defenders Office mission is promoting justice and protecting Constitutional rights through excellent representation. The representation we speak about does not end in the courtroom. Using a holistic approach, the San Bernardino County Public Defenders Office seeks to increase clients opportunities for achieving self-sufficiency. In addition to providing legal defense, our department also seeks to arrange client access to social service programs, assistance with substance abuse dependency, counseling for mental health issues, transportation and housing.

Although the San Bernardino County Public Defenders Office has not previously hosted Americorp members or VISTAs, the department does have significant experience in developing anti-poverty programing. Since 2010, the department has become a leader in innovation, developing and implementing programs to operate more efficiently and improve San Bernardino County residents lives. Below is a list of some of the awards that recognizes this departments ambition to bring about

DRAFT

Narratives

social reform:

National Association of Counties (NACO) Achievement Awards Program- awards program that seeks to recognize innovative county government programs on a national level.

2016 Achievement Award- Gateway Mock Trial Program

Partnership with other county agencies that allows our department to provide youthful offenders an opportunity to participate in the mock trial program while in a residential program for non-violent offenders.

2016 Achievement Award- Law Day

Sponsored by the department, attorneys, investigators and social workers give presentations to schools, non-profit organizations, and other community groups located with the county. The subject matter of the presentation focus on either a designated Law Day theme, or is developed to meet the needs, interest or age group of the audience.

2015 Achievement Award- AutoFACTS

2015 Achievement Award- REBAR

2012 Achievement Award- iPad Project

2011 Achievement Award- Alternative Approaches to Rehabilitation

California Public Defenders Association Program of the Year-

2015 REBAR

2012 iPad Project

2010 Alternative Approaches to Rehabilitation

California State Association of Counties

2013 Challenge Award- REBAR

In addition to developing programs that have been recognized at the national and state levels, the San Bernardino County Public Defenders Office actively engages in community oriented defense through the following:

DRAFT

Narratives

Commitment to client-centered representation: 1) attorneys, investigators, and social workers who collaborate and participate to help identify client needs 2) refer clients to programs and services 3) resolve criminal matters 4) support family structures, and when possible, 5) address clients civil legal needs. Recently, the departments commitment to Community Oriented Defense allowed a 19 year-old client, facing a life sentence, to return to his family and the community. By engaging the support of social workers, investigators and community-based organizations, the attorney developed and submitted a mitigation brief and supplemental mitigation statement to the court for consideration. The Court, with a more complete picture of the clients history and an understanding of the long-term impact of tough on crime policies, granted the client probation. The client, with the support of his family, has access to the resources he needs to successfully reintegrate into the community. Community-oriented defense practices gave this youth a new opportunity to pursue life and avoid continued involvement in the criminal justice system.

Community Engagement speaker series: 1) The Public Defender and executive management staff speak at various public and private community policy related events throughout the state and the country.

Record Clearing and Post-Conviction Relief Programs (hereafter PRCU): 1) partnerships with local agencies, community based organization to assist client in clearing their records to reduce consequences of past convictions and removing artificial barriers to self-sufficiency 2) Youthful Offender Mitigation Unit that gathers evidence and prepares a mitigation report for Youthful Offender Parole hearings.

Social Services Practitioner Unit: 1) attorneys refer clients to social workers for needs assessment, referrals to appropriate services and placements that aid in their success. Additionally, social workers perform biopsychosocial assessments, identify mitigation facts and support attorneys in developing and presenting mitigation reports for sentencing phases and at parole hearings.

Immigration Consequences: 1) dedicated immigration law attorneys on staff to defend clients against negative immigration consequences of criminal case dispositions.

DRAFT

Narratives

Mentoring Programs: 1) collaborative partnership with local colleges, universities and community-based organizations to augment services to clients and support educational and career achievement.

Law Day: 1) community outreach (primarily to local school districts and organizations) to educate the public about the practice of law and the protection of Constitutional rights.

Child and Youth Programs: 1) collaboratives that emphasize education, volunteerism and public service:

Parent and Child Connection (PACC): reading program that provides incarcerated parents an opportunity to connect with their children. Parents select books, record an audio reading, and send their child the book and accompanying audio.

County Mock Trial- attorneys coach local high school mock trial teams, evaluate student performances and preside over trials, providing students an opportunity to learn about the criminal justice system.

Gateway Mock Trial- described above

Truancy Reduction Programs: 1) collaborative partnerships that focus on preventing juvenile involvement in the justice system by addressing factors that lead to chronic school absenteeism.

Lets End Truancy (LET): department social service practitioners participate in school attendance review board hearings, perform in-home screenings and refer clients and their families to services and community supports.

Making Attending a Priority (MAP): department social service practitioners focus on educational progress and school attendance to improve the likelihood of long-term student success.

Supporting Attendance For Education (SAFE): department social service practitioners' focus on providing youth and their families' access to prevention and early intervention services, thereby increasing self-sufficiency and decreasing truancy and substance abuse.

The key partnerships the department will rely upon are community-based organizations (CBOs), non-government organizations (NGOs) and government organizations (GOs), elected officials and community members who can promote the benefits of PCRU services and help educate policy makers and the public on the importance of rehabilitation and community restoration.

DRAFT

Narratives

The SBCPD will seek 4 Americorp VISTA members that can serve as a community liaison to cultivate relationship, form strategic alliances and promote the departments post-conviction relief services. The department will advertise and market the position through electronic (email announcements, social media post, department website, Americorp VISTA site) and traditional outlets (job board postings, professional journal advertisements), in-person (job/career fairs, community boards and events, workforce development center, etc.), and dedicated recruitment websites. Department staff will screen candidates for appropriate qualifications, experience and to gauge their commitment. Top candidates will be interviewed to ensure that the best qualified candidate(s) is/are selected and join our team.

San Bernardino County Public Defender is committed to providing post-conviction relief and other appropriate services to our clients and help to reintegrate them into the community. As such, the department has selected an experience and effective Chief Deputy Public Defender to serve as site supervisor. The Chief Deputy, along with the staff of the PRCU (4 attorneys [1 Supervising Deputy Public Defender], 2 paralegals and 3 office assistants) will all be available and will have the necessary support structure to make sure the VISTA members succeed.

Upon approval and placement of the VISTA members, the Public Defender will announce the members new role to department staff, key partners and community members. On the first day of the members arrival, he or she will be introduced to the executive management team and learn of SBCPDs commitment to community-oriented defense practices and its holistic representation philosophy. After the initial welcoming, the VISTA members will be assigned to their regular work location, where he or she will work closely with the Chief Deputy and the PRCU. The VISTA member will review the blueprint and plan for implementing the department's Building Communities through Post-Conviction Relief and Engagement. With the support and assistance of the Chief Deputy and the PRCU, the VISTA member will be consulted in mapping out his or her role in executing the blueprint and achieving the department's goals.

The SBCPD will ensure that the VISTA members have the opportunity to visit each SBCPD office location and explore the communities served. SBCPD will also ensure that the VISTA members has/have sufficient time to study and understand the departments programs and services, while always having access to the Chief Deputy and PRCU should the members have any questions.

DRAFT

Narratives

Once the VISTA members feel comfortable in their role and understand the requirements, he or she will partner with department staff. Shadowing department staff, at key stakeholder engagements and/or meetings, will allow the VISTA members to gain confidence and experience to work more independently and focus on establishing community partnerships and strategic alliances.

Throughout the three year program, SBCPD will ensure that the VISTA members have assigned office space, office supplies, computer, telephone, iPad, cell phone and county vehicles for transportation between approved events or offices during normal business hours.

Other

Response to Feedback and Justifications-

Strengthening Communities & Vista Members

When our department first started this project, our two main focuses were expanding our post-conviction events and starting a grass-roots community engagement series to better serve those who live in our community.

Post-Conviction Events and Systems-

Over the past two years, our efforts to expand our post-conviction events has been severely hindered by the Covid-19 pandemic. Because these post-conviction/resource fairs have traditionally been held in person, our department had to become creative in how we could better serve our target population while also promoting public safety.

The department began utilizing virtual town hall meetings to try and meet the needs of our target population. At these meetings, attorneys from our department were able to virtually assist potential clients in seeking post-conviction relief.

As some of the Covid-19 restrictions in the county have been removed, the department has slowly been able to resume post-conviction events, but not at pre-pandemic levels. Many of our traditional county partners and non-profit organizations have been very hesitant to fully resume participation in the events out of fear that these events (even following Covid-19 protocols) could potentially become

DRAFT

Narratives

super spreader events.

With that said, during this same period of time, with the assistance of our VISTA members, our department began to develop better data tracking systems. These data tracking systems allowed the department to better track the amount of time required to process applications and statistical information such as age, sex, race and charges.

What we have realized is that as good as our current self-developed case management and data tracking systems are for a law firm, we need to expand beyond our current systems. In June of 2021, with the assistance of our VISTA member, our department applied for a grant through the California 100 Initiative.

The concept was to combine our efforts to connect with our clients virtually while also increasing our ability to produce the data necessary for assessing and calibrating its outcomes. If the department had been awarded the grant, the department would have built an innovative web-based portal and client tracking system. This system would have allowed clients to apply for post-conviction relief online, which would completely streamline our post-conviction relief process. All documents could be filled out or submitted through the portal and applicants would be able to receive real-time assistance via a chat feature.

Additionally, rather than having to try and run reports based in excel spreadsheets, the portal would be structured in a manner to automatically generate reports for data such as timeline for the post-conviction relief process for each client, how delays can be accounted for an avoided and to follow clients success with the secondary effects of post-conviction relief (employment, promotions, pay increases, housing, family reunification and connection with social services).

Although the department was not awarded the grant, the grant application process allowed the department to explore the realities and cost of developing such a system. As such, the department is currently in the process of moving forward with developing this new portal system. This system will be the first of its kind in any Public Defender's Office and will aid in the long-term sustainability of our post-conviction relief in several ways. First, we will be able to allow our target population to have easier access to our services during the Covid pandemic. Second, if we as a department are able to

DRAFT

Narratives

fully resume our post-conviction events, clients will be able to utilize on site iPads to apply for post-conviction relief and receive assistance. Lastly, this system will greatly increase our department's ability to allocate resources better, prove our impact, tell our communities story in comparison to the county's community indicators reports, better understand success and failure rates and evaluate our programs operations from an end-to-end point of view.

Community Engagement Series-

Over the last two years, with the assistance of our VISTA members, the department has greatly expanded the number of community based organization that the department works with to provide services to not only our clients, but those who live in our community. This accomplishment is significant as these partnerships allow us to provide a more holistic representation of our clients. These relationships allow us to connect clients with long-term services (drug and alcohol, welfare to work, public housing, SSI, mental health services, medical/Medicaid, veterans associations) which research shows greatly reduces recidivism rates.

During the last two years, one thing we as a department have discovered is that even though there are several community based organizations offering assistance to those in need, there is a distrust amongst several of these groups. The best way to describe this distrust is there are those organizations which have established themselves and those who have not.

What we mean by that is there are some organizations which currently receive grant funding and those who rely solely on community based donations. Those organizations who receive grant funding (ex. from the City of San Bernardino) are hesitant to assist newer organizations for fear that these other organizations may compete for and take funding from them. Additionally, when you have two organizations who provide similar services, there is a hesitancy to collaborate, for fear that it may result in one organization becoming more successful or obtaining more notoriety than another group.

This lack of collaboration presents a real problem here in San Bernardino County as we do not have as many community based organizations providing much needed social services; when compared to other counties such as Los Angeles, San Diego or Orange County California.

DRAFT

Narratives

This is why the San Bernardino Community Christmas event is really a pivotal event here in San Bernardino County. This is the first time such an event is being held in the history of the county. We have over 15 community based organizations who are setting aside their differences and coming together for a common cause. This event has allowed the department and these different organizations to collaborate, establish a dialogue and hopefully the event will allow these organizations to begin to build trust so that they can effectively collaborate in the future.

This collaboration is necessary for the long-term sustainability for our community engagement series because we all need to be working and pushing together towards the same goal; which is providing much needed social services and support for those in the community who need it. The research has clearly shown that those who have the services and support are less likely to commit crimes and those who are coming out of the criminal justice system have less chance of recidivating if they have a support structure in place when released.

Over the next year, the departments two AmeriCorp Vista members will work with up to 4 community based organizations to help break down the barriers here in San Bernardino to facilitate better collaboration between our community based organizations. Additionally, our VISTA members will work with community based organizations to understand the need to track data: the number of individuals served, social data (race, age, sexual orientation, immigration status, social economic status, etc.), types of services provided, success and failure rates, so that these organizations can hopefully apply for and receive grants to expand the services they already provide.

Intermediary Justification

N/A

DRAFT

Sites

Site Name: SBPD Human Services Division

EIN: 95-6002748

Type: PM and Placement

Address: 900 E Gilbert St

SA:

Bldg 7

San Bernardino, CA 92415-0911

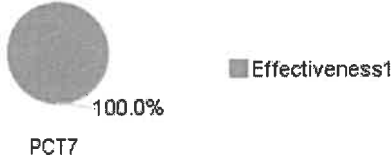
Contact: David McClave

Phone: 9093870569

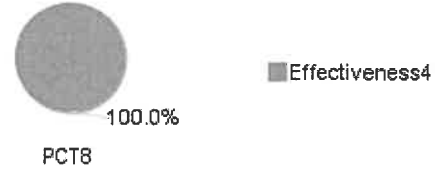
Email: dmcclave@pd.sbcounty.gov

Performance Measures

of Capacity Building PM's per Capacity Building Goal



of VISTA's Requested Per Capacity Building Goal



SBPD Human Services Division

Effectiveness - Full Time

Capacity Goal: Effectiveness
 Objective: Capacity Building & Leverage
 Project Year: 3
 # of VISTA'S Requested: 4

- Service Activity: Community assessment
 Description: The primary focus of the VISTA members will be coordinating and attending community outreach meeting/events.
- Service Activity: Community awareness and engagement
 Description: Help to develop and implement a public relations media plan; help conduct community outreach and organizing meetings with community residents and organizations
- Service Activity: Expand/strengthen partnerships/networks
 Description: Identify potential collaborators and plan informal meetings; improve communication about community projects among partner organizations; Help develop commitments among collaborators to the project
- Service Activity: Outreach
 Description: Develop an outreach plan for target organizations, participants, beneficiaries; help ensure program is relevant to potential partnerships
- Service Activity: Performance measurement
 Description: Help develop a management system for the project and for the anti- poverty programming
- Service Activity: Program Development and Delivery
 Description: Help to expand existing post- conviction relief efforts and develop the new community engagement efforts
- Service Activity: Technology use
 Description:

DRAFT

Performance Measures

SBPD Human Services Division

Service Activity:

Develop a database to track performance measures, success and failure rates; develop social media tools to initiate a grassroots media campaign for the project; train current staff on how to update and maintain the management system; help develop a web based interface/portal for community based organizations and beneficiaries to use to better access and track services being provided by the department and the project

Service Activity: Volunteer recruitment and management system

Description: Help the department and other community based organizations to recognize the need for volunteers and seek out assistance from organizations such as AmeriCorp Vista; develop partnerships for recruiting volunteers

Anti-Poverty PM 1.2 - Community Economic Development

Focus Area: Economic Opportunity

Objective: Community Economic Development

of VISTA'S Requested: 4

Anti-Poverty Output:

Expand the capabilities of community based organizations

Target: 4 organizations

Measured By: Other

Described Instrument: Create a tracking tool/log to be able to measure services being provided by

DRAFT

Performance Measures

SBPD Human Services Division

Target: 4 organizations
Measured By: Other
Described Instrument: our community partners and track their success/failure rates.

Anti-Poverty Outcome:

Help to expand the capacity of at least 4 community based organizations

Target: 4 organizations
Measured By: Other
Described Instrument: Create a tracking tool/log to be able to measure services being provided by

DRAFT

Performance Measures

SBPD Human Services Division

Target: 4 organizations

Measured By: Other

Described Instrument: our community partners and track their success/failure rates. We will track the number of organizations and the number of individuals being served.

Anti-Poverty Program/Strategy Intervention

Resource development

Description: Grant writing, scalability of services

DRAFT

Required Documents

Document Name

Status

Articles of Incorporation

Not Applicable

Auditor's Statement Page

Already on File at CNCS

Board of Directors

Not Applicable

Negotiated Indirect Cost Agreement

Already on File at CNCS

Organizational Chart

Already on File at CNCS

Supervisor's Job Description

Already on File at CNCS

Supervisor's Resume

Already on File at CNCS

Tax-Exempt Status Form

Already on File at CNCS

Two Letters of Support

Already on File at CNCS

Building New Communities through Post-Conviction Relief and San Bernardino County Public Defender's Office

Program Type: Standard
Cost Share

Application ID: 22VS242082

Budget Dates: 02/27/2022 - 02/25/2023

	Total Amt	CNCS Share	Grantee Share	Member Support
Section I. Volunteer Support Expenses				
A. Project Personnel Expenses				
VISTA Project Supervisor	0	0	0	0
Total	\$0	\$0	\$0	\$0
B. Personnel Fringe Benefits				
FICA	0	0	0	0
Health Insurance	0	0	0	0
Retirement	0	0	0	0
Life Insurance	0	0	0	0
Total	\$0	\$0	\$0	\$0
C. Project Staff Travel				
Local Travel				
Long Distance Travel				
Total	\$0	\$0	\$0	\$0
D. Equipment				
E. Supplies				
F. Contractual Service				
Payroll	0	0	0	0
Total	\$0	\$0	\$0	\$0
I. Other Volunteer Support Costs				
Criminal History Checks	0	0	0	0
Communications	0	0	0	0
Printing	0	0	0	0
Logistics	0	0	0	0
Audit	0	0	0	0
Total	\$0	\$0	\$0	\$0
J. Indirect Costs				
Section I. Subtotal	\$0	\$0	\$0	\$0
Section II. Volunteer Expenses				
A. Personnel Expenses				
Living Allowances				
Full Time (Federal)	15,312	0	0	15,312
Full Time (non-Federal)	15,312	0	15,312	0
Summer Associate (Federal)				
Summer Associate (non-Federal)				
Education and End of Service Awards				
Education Award				
Education Award - Summer Associate				
End of Service Stipend - Regular	0	0	0	0
End of Service Stipend - Leader	0	0	0	0
End of Service Stipend - Summer Associate	0	0	0	0
Total	\$30,624	\$0	\$15,312	\$15,312
B. Fringe Benefits				
Health Insurance				
Health Insurance				
FICA				
FICA	0	0	0	0
Total	\$0	\$0	\$0	\$0
C. Travel				
	2,000	0	2,000	0
G. Other Volunteer Expenses				
Federal COLA Increase	1,500	0	1,500	0
Non-Federal COLA/Costshare Increase	0	0	0	0

December 13, 2021 1:49 PM

**Building New Communities through Post-Conviction Relief and
San Bernardino County Public Defender's Office**

Program Type: Standard
Cost Share

Section II. Volunteer Expenses

Fingerprinting Reimbursement Enter \$25 per full-time
grant VISTA

Pre-Service Orientation

Early/In-Service Training

	0	0	0	0
	0	0	0	0
Total	\$1,500	\$0	\$1,500	\$0
Section II. Subtotal	\$34,124	\$0	\$18,812	\$15,312
Budget Totals	\$34,124	\$0	\$18,812	\$15,312
Budget Total Percentage		0%	55%	
Required Match		n/a		
# of years Receiving CNCS Funds		n/a		

Budget Narrative: Building New Communities through Post-Conviction Relief and for San Bernardino County Public Defender's Office

**Program Type: Standard
Cost Share**

Section I. Volunteer Support Expenses

A. Project Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount	Member Support
VISTA Project Supervisor: - person(s) at each x % usage	0	0	0	0
Category Totals	0	0	0	0

B. Personnel Fringe Benefits

Item -Description	CNCS Share	Grantee Share	Total Amount	Member Support
FICA:	0	0	0	0
Health Insurance:	0	0	0	0
Retirement:	0	0	0	0
Life Insurance:	0	0	0	0
Category Totals	0	0	0	0

C. Project Staff Travel

Local Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Member Support
Category Totals	0	0	0	0

Long Distance Travel

Purpose -Destination -Other Travel -Trans. Amount -Meals/ Lodging	CNCS Share	Grantee Share	Total Amount	Member Support
Category Totals	0	0	0	0

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount	Member Support
Category Totals	0	0	0	0

E. Supplies

--	--	--	--	--

Item -Calculation	CNCS Share	Grantee Share	Total Amount	Member Support
Category Totals	0	0	0	0

F. Contractual Service

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Member Support
Payroll:	0	0	0	0
Category Totals	0	0	0	0

I. Other Volunteer Support Costs

Item	CNCS Share	Grantee Share	Total Amount	Member Support
Criminal History Checks:	0	0	0	0
Communications:	0	0	0	0
Printing:	0	0	0	0
Logistics:	0	0	0	0
Audit:	0	0	0	0
Category Totals	0	0	0	0

J. Indirect Costs

Calculation -Rate -Rate Claimed -Cost Type	CNCS Share	Grantee Share	Total Amount	Member Support
Category Totals	0	0	0	0
Section Totals	0	0	0	0
PERCENTAGE	0%	0%		

Section II. Volunteer Expenses

A. Personnel Expenses

Living Allowances

Full Time (Federal)

Description/Sites - # Mbrs -Allowance Rate	CNCS Share	Grantee Share	Total Amount	Member Support
SBCPD/Human Services: - 1 x 15312	0	0	15,312	15,312
Category Totals	0	0	15,312	15,312

Full Time (non-Federal)

--	--	--	--	--

Description/Sites - # Mbrs -Allowance Rate	CNCS Share	Grantee Share	Total Amount	Member Support
SBCPD/Human Services: - 1 x 15312	0	15,312	15,312	0
Category Totals	0	15,312	15,312	0

Summer Associate (Federal)

Description/Sites - # Mbrs -Allowance Rate	CNCS Share	Grantee Share	Total Amount	Member Support
Category Totals	0	0	0	0

Summer Associate (non-Federal)

Description/Sites - # Mbrs -Allowance Rate	CNCS Share	Grantee Share	Total Amount	Member Support
Category Totals	0	0	0	0

Education and End of Service Awards

Item -# Mbrs -Rate	CNCS Share	Grantee Share	Total Amount	Member Support
End of Service Stipend - Regular: - 0 x 1800	0	0	0	0
End of Service Stipend - Leader: - 0 x 3000	0	0	0	0
End of Service Stipend - Summer Associate: - 0 x 311	0	0	0	0
Category Totals	0	0	0	0

B. Fringe Benefits

Health Insurance

Item/Description - # Mbrs -Rate	CNCS Share	Grantee Share	Total Amount	Member Support
Category Totals	0	0	0	0

FICA

Item/Description -Rate (%) -Stipend Amount	CNCS Share	Grantee Share	Total Amount	Member Support
FICA: - 0 x 7.65 %	0	0	0	0
Category Totals	0	0	0	0

C. Travel

Item/Description -Calculation	CNCS Share	Grantee Share	Total Amount	Member Support
SBCPD/Human Services: \$0.56 cents per mile reimbursement	0	2,000	2,000	0

Category Totals	0	2,000	2,000	0
------------------------	---	-------	-------	---

G. Other Volunteer Expenses

Item -Description	CNCS Share	Grantee Share	Total Amount	Member Support
Federal COLA Increase:	0	0	0	0
Non-Federal COLA/Costshare Increase:	0	0	0	0
Pre-Service Orientation:	0	0	0	0
Early/In-Service Training:	0	0	0	0
SBCPD/Human Services: Management Leadership Training for 2 VISTA members	0	1,500	1,500	0
Category Totals	0	1,500	1,500	0
Section Totals	0	18,812	34,124	15,312
PERCENTAGE	0%	55%		

Budget Totals	0	18,812	34,124	15,312
PERCENTAGE	0%	55%		
Total MSYs	2.00			

Source of Funds

Section	Description
Section I. Volunteer Support Expenses	
Section II. Volunteer Expenses	

Notice of Grant Award**Corporation for National and Community Service**

250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

VISTA State**Grantee**

San Bernardino County Public Defender's Office
900 E Gilbert St Bldg 5 San Bernardino CA 92415-0911

EIN: 956002748
UEI:
DUNS: 073590812

Award Information

Agreement No.:	20VSPCA001	Performance Period:	02/27/2022 - 02/25/2023
Amendment No.:	0	Budget Period:	02/27/2022 - 02/25/2023
CFDA No.:	94.013	Grant Year:	3

Purpose

The purpose of this award is to assist the Project Sponsor in carrying out an anti-poverty AmeriCorps VISTA project as authorized under Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended (Pub. L. 93-113).

Funding Information

Year 3	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$0	\$0
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$0	\$0

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$0
Total CNCS Funds Awarded to Date	

Funding Source and Amount

Not applicable to this award.

Award Description

The purpose of this award is to approve 2 MSYs, 1 Standard and 1 Cost-Share for the 2022-2023 VISTA Standard Cost-Share program grant described in the approved program narrative.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General and VISTA-specific Terms and Conditions found at <https://americorps.gov/grantees-sponsors/vista>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.