

CRANKSTART

GRANT AGREEMENT

I. ACCEPTANCE OF GRANT

The conditions set forth below are deemed to be agreed to by the grantee if the grantee accepts any payment. No payments will be released until a signed copy of the Agreement is returned to Crankstart and any special conditions are met.

Grantee

City & County of San Francisco, Office of the District Attorney

Contact Information

Tara Anderson
Director of Policy
628-652-4000
tara.anderson@sfgov.org

Grant Amounts:

\$6,000,000 over three years to be distributed on the schedule below.

Date Approved:

October 15, 2020

Grant Period:

January 1, 2021 – December 31, 2023

Grant Purpose:

For the Healing Justice Initiative which aims to fully integrate restorative practices as the primary intervention to address crime and harm at every decision point - charging, sentencing, and resentencing. This initiative will be designed and implemented over a 3-year period in collaboration with partner organizations. The grant can only be directed toward new or expanding activities.

Outcomes and Activities:

Below are the agreed upon outcomes and activities, designed to provide individuals and communities that come into contact with SFDA with the tools they need to heal from harm:

1. *Planning and Leadership Development:* SFDA will work with partners to develop shared curriculum and training, to increase the number of practitioners and to ensure fidelity across organizations as they implement restorative justice at a large scale.
2. *Early Identification and Referral:* SFDA will work with Diversion Liaisons to identify and refer participants.
3. *Expand Pre-Charge Restorative Options:* SFDA will expand pre-charge restorative options available through the Make It Right Program (for youth) and Neighborhood Courts (for adults).

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4. *Expand Post-Charge Restorative Options:* With Crankstart funds, SFDA will launch the first post-charge RJ program serving adults and minors in San Francisco.
5. *Support Successful Re-entry:* SFDA will fund 1-3 community-based organizations to provide life coaching/reentry support to individuals who have caused harm.
6. *Tell the Story:* SFDA will work with research partners to develop strong evaluation and monitoring of the proposed activities and individual outcomes across the system as well as with two nonprofit media and storytelling organizations to develop a collection of restorative justice interviews.
7. Raise public and private dollars to fund the pilot and to ensure the continuation and expansion of the project beyond the grant period, including a minimum of \$3m in additional funding for the pilot.

II. SELECTION OF RECIPIENTS

The Grantee shall have the exclusive right to select the organizations to which grant funds shall be paid. This provision shall prevail over all other provisions of this Agreement. The Agreement may provide that the Grantee in the exercise of its right of selection shall observe certain criteria, such as the independence of project evaluators, educational or other qualifications of persons who will perform certain duties in connection with the grant, and characteristics of organizations which shall be relied upon to achieve the charitable purposes of the grant. In all cases, however, these criteria are intended to maximize the charitable benefits to be derived from this grant, shall be construed and applied to achieve that result, and are not intended to identify or cause the Grantee to select any particular individual or organization. The Trust disclaims participation in the above described selection process.

III. GRANT CONDITIONS (FINANCIAL ACCOUNTING TREATMENT ONLY)

While grant funds are intended for use for the purposes described in this Agreement, for financial accounting treatment, the grant funds shall not be deemed to be conditioned upon the accomplishment of any particular, measurable goal or metric, unless that condition is specifically identified in Special Conditions below.

IV. SPECIAL CONDITIONS

This grant is conditional upon full expenditure of each grant payment and submission of a satisfactory progress report before the foundation will pay the next scheduled payment.

V. REPORTING REQUIREMENTS AND PAYMENT SCHEDULE

Payments will be made on the schedule below **if** special conditions described above are met **and if** narrative and financial reports have been submitted on the dates requested. If you need to extend the grant period or request changes in the payment schedule or budget, please request the change in writing, briefly explaining the reason it is needed.

Progress Report Due Dates (if any):

Complete an annual progress report including accomplishments, challenges, lessons

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learned, and an update on progress towards securing funds for the continuation and expansion of the initiative. Progress reports will be completed through our online grants management portal: <https://pfs.smartsimple.us/welcome/crankstart> annually on October 1, 2021 and October 1, 2022.

In addition to the annual progress report, please submit a brief accounting overview of funds showing full expenditure of the grant funds in order to release the next payment. For the payments scheduled in May, please email the accounting detail to grants@crankstart.org.

Payment(s):

Following receipt of a satisfactory report, subsequent payments will be paid according to the following schedule:

Payment Number	Reporting Deadline to release payment	Scheduled Payment Date	Payment Amount
1	-	December 1, 2020	1,000,000
2	April 1, 2021 (expenditure overview – emailed)	May 1, 2021	1,000,000
3	October 1, 2021 (progress report via portal)	November 1, 2021	1,000,000
4	April 1, 2022 (expenditure overview – emailed)	May 1, 2022	1,000,000
5	October 1, 2022 (progress report via portal)	November 1, 2022	1,000,000
6	April 1, 2023 (expenditure overview – emailed)	May 1, 2023	1,000,000
Total			6,000,000

Final Report:

Complete a final report on our online grants management portal: <https://pfs.smartsimple.us/welcome/crankstart> on February 1, 2024.

VI. MARKETING AND COMMUNICATIONS

If you wish to acknowledge or reference this gift, please use the name, Crankstart.

VII. BUDGET AND USE OF FUNDS

Funds must be used by the grantee strictly in accordance with the approved grant proposal (see Attached). Any changes must be approved in advance by Crankstart. Any interest earned by the grantee on the grant funds must go to the funded activities.

The Grantee shall not transfer, assign or encumber any portion of the grant other than has been outlined in the corresponding grant proposal. Furthermore, the Grantee agrees that the grant funds will not be expended, transferred, or used for any purpose or in any fashion that

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is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction, including without limitation, applicable laws proscribing the support of terrorism or terrorist organizations

VIII. REVERSION OF FUNDS

All funds not expended for the purposes agreed to by the grantee and Crankstart must be returned to Crankstart.

IX. AUDIT

Crankstart reserves the right to conduct an audit of any grantee if it appears appropriate and necessary.

X. MONITORING AND EVALUATION

In order to assess the effectiveness of our grants, Crankstart may monitor or conduct an evaluation of the program funded by this grant, which may include visits by representatives of Crankstart to observe the e grantee's program procedures and operations and to discuss the program with the grantee's personnel.

XI. HOLD HARMLESS

In accepting a grant from Crankstart, the grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Crankstart, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the grantee, its employees or agents, in applying or accepting such grant, in expending or applying the funds furnished pursuant to such grant or in carrying out the program or project to be funded or financed by such grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Crankstart, its officers, directors, trustees, employees or agents.

The Board and staff of Crankstart are pleased to be able to make this grant to your organization. Please sign and return one copy of this Agreement as evidence of your understanding of and agreement with the terms outlined. The person signing this agreement on behalf of the Grantee organization represents and warrants to the Crankstart that they are an officer of your organization and has requisite legal power and authority to execute this agreement on behalf of your organization and bind your organization to obligations herein.

Please keep a copy for your files and return completed document to: grants@crankstart.org.



11/12/2020

Jackie Downing, Executive Director
Crankstart

Date

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11/13/20

Tara Anderson, Director of Policy
San Francisco District Attorney's Office

Date



11/13/20

Eugene Clendinen, Chief of Administration & Finance
San Francisco District Attorney's Office

Date